



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, December 1, 2020

6:30 PM

City of West Allis YouTube Channel

VIRTUAL REGULAR MEETING

City of West Allis YouTube Channel

<https://www.youtube.com/user/westalliscitychannel>

The City of West Allis is holding the Common Council meeting virtually to help protect our community from the Coronavirus (COVID-19) pandemic. (This means no one will be permitted inside the City Hall to view the meeting.)

If you wish to view the meeting, you can watch the meeting as it is livestreamed on the City of West Allis YouTube Channel (<https://www.youtube.com/user/westalliscitychannel>). If you require an alternate format of viewing the meeting, please call 414-302-8294 and leave a message prior to 11:00 a.m. CST on Monday, November 30, 2020.

If you wish to provide comments on any item on the agenda: You can email your comments to city@westalliswi.gov or drop a paper copy addressed to City Clerk in the City Hall drop box by 8:00 a.m. on December 1, 2020. (City Hall - 7525 W. Greenfield Avenue)

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. MOTION TO SUSPEND THE RULES TO ALLOW ALTERNATE ORDER OF BUSINESS

E. 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.

F. ALDERPERSON'S REPORT

This item is a report from individual Alderspersons 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.

G. APPROVAL OF MINUTES

1. [2020-0805](#) Minutes (Draft) of the Common Council meeting of November 17, 2020

H. ITEMS NOT REFERRED TO COMMITTEE

2. [2020-0794](#) Claim by Rachel Piette regarding reimbursement for towing expense at the northeast corner of S. 86 St and W. National Ave. on September 11, 2020

I. STANDING COMMITTEE REPORTS

LICENSE & HEALTH COMMITTEE Report

Regular meeting held on November 24, 2020.

3. [2020-0565](#) 2020-2022 Food Peddler Permit application of Isaac Meyo Xique

Unanimously recommended to be denied based on applicant unable to provide substantial proof of a valid driver's license.
4. [2020-0704](#) 2020-2022 Operator's License (bartender/sales clerk) application of Nicole J. Nowak

Unanimously recommended to be approved based on the applicant's ability to prove competent evidence of sufficient rehabilitation.
5. [2020-0611](#) 2020-2022 Operator's License (bartender/sales clerk) application of Matthew D. Brzezinski

Unanimously recommended to be approved based on the applicant's ability to prove competent evidence of sufficient rehabilitation.
6. [2020-0670](#) 2020-2022 Operator's License (bartender/sales clerk) application of Samantha M. Liban

Unanimously recommended to be approved based on the applicant's ability to prove competent evidence of sufficient rehabilitation.
7. [2020-0606](#) 2020-2022 Operator's License (bartender/sales clerk) application of Rebecca L. Reyes

Unanimously recommended to be denied based on the record being substantially related to the licensed activity and the applicant's failure to provide competent evidence of rehabilitation.
8. [2020-0701](#) 2020-2022 Operator's License (bartender/sales clerk) application of Erica J. Schluez

Unanimously recommended to be denied based on the record being substantially related to the licensed activity and the applicant's failure to provide competent evidence of rehabilitation.
9. [2020-0536](#) Summons and Complaint in the matter of the complaint against Z's Bar, LLC, David Zarate, Agent, for the premises located at 6309 W. National Ave., d/b/a Z's Bar (2020-2021 Class B Tavern License No. 2256)

Unanimously recommended to be placed on file.

J. CONSENT AGENDA

10. [2020-0798](#) Communication from the Director of Development regarding request to fill the Administrative Support Assistant position within Housing
11. [2020-0799](#) Communication regarding the My Government Online (MGO) Software Implementation for Parking Permits and Pet Licenses and other upcoming implementations
12. [2020-0807](#) Communication from Deputy Chief of Police to fill a vacancy for Crime Analyst
13. [2020-0006](#) Notice of Circumstances Giving Rise to Claim by Tamara A. Effertz regarding injuries at the intersection of W. Greenfield Ave. and S. 68 St. on October 16, 2019
City Attorney recommended to be placed on file
14. [2020-0506](#) Claim by Angela Wambach and Steven Wambach regarding damage to vehicle at 2807 S. 104 St. on July 6, 2020
City Attorney recommended to deny
15. [2020-0597](#) Claim by Mike Watry regarding damage to property at 1533 S. 56 St. on July 3, 2020
City Attorney recommended to deny
16. [2020-0613](#) Claim by Paul Montalto regarding damage to vehicle at 2211 S. 70 St. on September 6, 2020
City Attorney recommended to deny
17. [2020-0652](#) Claim by Kevin Harvey regarding damage to vehicle between S. 76 St. and W. Walker St./Pierce St. on September 18, 2020
City Attorney recommended to deny
18. [2020-0700](#) Claim by Karen Mueller regarding damages to vehicle at S. 109 St. and W. Cleveland Ave. on July 23, 2020
City Attorney recommended to deny
19. [2020-0702](#) Claim by Henry Rogers regarding damage to vehicle at 912 S. 60 St. on July 9, 2020
City Attorney recommended to deny
20. [2020-0725](#) Notice of Claim regarding Joseph J. Fellin for an incident on December 17, 2019.
City Attorney recommended to deny
21. [R-2020-0692](#) Resolution to accept the proposal of Aring Equipment for furnishing and delivering one 2020 Volvo EWR150E wheeled excavator with attachments for the total price of \$204,491
22. [R-2020-0693](#) Resolution to accept the proposal of McNeilus Truck and Manufacturing and JX Peterbilt for furnishing and delivering one McNeilus Model 2016 20 yard packer Peterbilt 520 cab and chassis; install plow hydraulics and plow

controls total net sum to \$271,039.89

23. [R-2020-0694](#) Resolution to accept the proposal of McNeilus Truck and Manufacturing for furnishing and delivering one Model 2016 3.5HD 20 yard packer body with necessary chassis modifications for the amount of \$111,515
24. [R-2020-0718](#) Resolution authorizing the City Engineer to amend an existing agreement with Barrientos Design & Consulting, Inc. for additional Architectural Consulting Services related to the Public Works facility in an amount not to exceed \$18,256 and authorizing and directing the appropriate City officials to execute a budget amendment to transfer the necessary funds for this work.
- For file number 24, the committee may convene in closed session pursuant to the provisions of Wis. Stat. Section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties or the investing public funds. The council or committee may reconvene in open session after completion of the closed session to consider the balance of the agenda*
25. [R-2020-0688](#) Resolution amending the existing professional services contract with AECOM to provide consulting services relative to stormwater plan reviews in compliance with DNR NR151 & NR216 and MMSD's Chapter 13 rules for an additional sum not to exceed \$20,000
26. [R-2020-0689](#) Resolution approving a sixty-day extension (until February 3, 2021) of a temporary moratorium on industrial uses at the properties located at 331-333 S. 108 St. and 100 Block S. 108 St. (Tax Key Nos. 414-9990-001 and 414-9991-002)
27. [R-2020-0690](#) Resolution approving a sixty-day extension (until February 3, 2021) of a temporary moratorium on on industrial uses at the properties located at 6500 W. Washington St., 1323 S. 65 St., and 1339-1347 S. 65 St. (Tax Key Nos. 439-0001-037, 439-0139-002, 439-0140-001)
28. [O-2020-0056](#) Ordinance to Continue Expedited Temporary Extension of Premises Until March 8, 2021
29. [2020-0808](#) Stipulation in the Matter of the Complaint Against Z's Bar, LLC, David Zarate, Agent, d/b/a Z's Bar, for the premises located at 6309 W. National Ave.
30. [2020-0717](#) 2020-2022 Operator's License (Bartender/Class D Operator) applications
- 2020-2022 Operator's License (Bartender/Class D Operator) applications:*
Molina, Vanessa
Padilla, Yaritza
Vallejo, Tanya A.
31. [2020-0726](#) 2020-2021 Used Vehicle Dealer License application
- 2020-2021 Used Vehicle Dealer License application:*
Endless Motorsports, Andrew J. Konkel, Agent
2200 S 108 St.
32. [2020-0806](#) 2020-2021 Secondhand Article and/or Jewelry Dealer License application

*2020-2021 Secondhand Jewelry and Secondhand Article Dealer License application:
W.I. Numismatics, Robert J. Griffiths, Agent
3020 S. 108 St.*

- 33. [2020-0756](#) 2020-2021 Class C Wine License application of Milwaukee Banquet LLC, Satwinder Singh, Agent, d/b/a Wini's Kitchen for premises located at 10535 W. Greenfield Ave. (new-nonexisting location)
- 34. [2020-0757](#) 2020-2021 Class B Beer License application of Milwaukee Banquet LLC, Satwinder Singh, Agent, d/b/a Wini's Kitchen for premises located at 10535 W. Greenfield Ave. (new-nonexisting location)
- 35. [2020-0793](#) Appointment by Mayor Devine of Allison Lancione, Representative of General Community, on the West Allis Board of Health, her two-year term to expire January 1, 2022
- 36. [2020-0800](#) Notification of reappointments to the West Allis Community Improvement Foundation, Inc.

K. NEW AND PREVIOUS MATTERS

New Matters for Introduction

- 37. [O-2020-0057](#) Ordinance codifying code changes related to the 2021 Approved Budget

This item to be presented at the Administration & Finance Committee meeting on December 7, 2020 with the attachment available prior to the agenda distribution.
- 38. [R-2020-0686](#) Resolution relative to approving a contract with Anthem for Stop Loss Coverage for the March 1, 2021 to February 28, 2022.

This item to be presented at the Administration & Finance Committee meeting on December 7, 2020 with the attachment available prior to the agenda distribution.
- 39. [R-2020-0687](#) Resolution establishing the health insurance plan with Anthem as the Third Party Administrator, funding levels, employee premiums, premium share, Health Savings Contributions, and participation in the Retiree Active Rate Option for the plan year of March 1, 2021 to February 29, 2022

This item to be presented at the Administration & Finance Committee meeting on December 7, 2020 with the attachment available prior to the agenda distribution.
- 40. [R-2020-0719](#) Resolution related to the creation of Policy #1446a, Disclosure of Sensitive Information.

This item to be presented at the Administration & Finance Committee meeting on December 7, 2020 with the attachment available prior to the agenda distribution.
- 41. [R-2020-0720](#) Resolution amending the fees for ambulance services provided by the West Allis Fire Department, effective January 1, 2021.

This item to be presented at the Administration & Finance Committee meeting on December 7, 2020 with the attachment available prior to the agenda distribution.
- 42. [2020-0813](#) Communication from the City Administrator regarding the Family Savings Plan.

This item to be presented at the Administration & Finance Committee meeting on December 7, 2020 with the attachment available prior to the agenda distribution.

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 QUOROM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Alderperson Thomas G. Lajsic, Council President

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

Tuesday, November 17, 2020

7:01 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING (draft)

A. CALL TO ORDER

The meeting was called to order by Mayor Devine at 7:01 p.m.

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ald. Weigel.

D. PRESENTATION

1. [2020-0787](#) Presentation to Josh Truchon

Council President Lajsic presented Josh with a Proclamation for his accomplishment for being the WIAA - Division1 Cross Country Championship.

E. PUBLIC HEARINGS

2. [R-2020-0680](#) Resolution to approve amending certain activities of the FY2019 Annual Plan of the Community Development Block Grant (CDBG) Program to add CDBG-CV third round of funding in the amount of \$303,902

Sponsors: Administration & Finance Committee

Attachments: [Res R-2020-0680](#)

[HUD Allocation Letter](#)

[Grant Overview](#)

[Res R-2020-0680 signed](#)

Explanation by Patrick Schloss, Community Development Manger.

Public Comments: None.

Public Hearing Held.

3. [O-2020-0051](#) Ordinance to amend the Official West Allis Zoning Map per section 12.05 by rezoning the following properties from M-1, Manufacturing District to C-2, Neighborhood Commercial District in conformance with the 2030 future land use plan: 1744-46 S. 83 St. and 1750 s. 83 St. (Tax Key no. 452-0613-003 and 452-0613-005)

Sponsors: Safety & Development Committee

Attachments: [O-2020-0051](#)
[O-2020-0051 signed](#)

Explanation by Patrick Schloss, Community Development Manger.

Public Comments: None.

Public Hearing Held.

F. CITIZEN PARTICIPATION

None.

G. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

H. MAYOR'S REPORT

Mayor Devine offered his condolences to the family of former Alderperson Richard Narlock.

I. ALDERPERSON'S REPORT

Ald. Haass spoke about his personal experience with COVID-19 and how serious people should take this disease.

Ald. Lajsic thanked a new corporate sponsor, United Health Services, who has generously donated to the Capital Improvement Foundation's two causes: The West Allis Food Banks, and to the WAWM Heroin/Opiate Task Force.

Ald. Reinke announced a new business, Mission BBQ, located 2927 S. 108 St.; and commented on the seriousness of COVID-19 and stressed following the guidelines that have been given.

Ald. Vitale spoke about the late Ald. Narlock and asked the Council to pay their respect with a moment of silence.

J. APPROVAL OF MINUTES

4. [2020-0778](#) Minutes (Draft) of the Common Council meeting of November 4, 2020

Attachments: [11042020 CC Minutes.draft](#)

A motion was made by Lajsic, seconded by Stefanski, that this matter be Approved. The motion carried unanimously.

K. ITEMS NOT REFERRED TO COMMITTEE

5. [2020-0767](#) Report of the Municipal Judge for the month of October 2020, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$77,995.78

Attachments: [Municipal Judge October 2020](#)

This matter was Placed on File on a Block Vote.

6. [2020-0763](#) Claim by Home Depot USA, Inc. regarding excessive assessments at 11071 W. National Ave. Case No. 2020CV004822

Attachments: [2020-0763 Claim - Home Depot USA](#)

This matter was Referred for Legal Action to the City Attorney on a Block Vote.

7. [2020-0764](#) Claim by Lois A. Dye regarding damage to vehicle at the 1400 block of S. 95 St. on August 28, 2020

Attachments: [2020-0764 Claim - Lois A. Dye_Redacted](#)

This matter was Referred for Legal Action to the City Attorney on a Block Vote.

8. [2020-0765](#) Summons and Claims of Anchor Loans, LP vs. THM Holdings LLC regarding mortgage foreclosure. Case no. 2020CV004216

Attachments: [2020-0765 Claim - S & C THM Holdings LLC](#)

This matter was Referred for Legal Action to the City Attorney on a Block Vote.

Passed The Block Vote

A motion was made by Kuehn, seconded by Grisham, to approve all the actions on item nos. 5-8 on a Block Vote. The motion carried unanimously.

L. STANDING COMMITTEE REPORTS

ADMINISTRATION & FINANCE COMMITTEE

9. [2020-0727](#) 2021 City of West Allis Mayor's Recommended Budget

Attachments: [Link to 2021 Amended Budget for Common Council consideration on 11](#)

[Pages to Update due to amendments](#)

[Link to Budget](#)

[Budget Amendments for the 2021 Mayor Recommended Budget](#)

[Approved by the AF committee](#)

[Budget Amendments for the 2021 Mayor1](#)

[AFFIDAVIT OF PUBLICATION - 2021 Budget PH](#)

A motion was made by Haass, seconded by Tenorio, that this matter was Approved as Amended. The motion carried by the following vote:

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

No: 1 - Stefanski

M. COMMON COUNCIL RECESS

A motion was made by Lajsic, seconded by Reinke, that the Council recess until completion of the Standing Committee meetings. The motion carried unanimously.

Thereupon, the Council took a recess at 7:22 p.m. Upon returning from recess at 8:05 p.m., and the roll call being taken, the following were present:

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

N. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

10. [R-2020-0681](#) Resolution to authorize the Director of Public Works to amend an existing Professional Services Contract with Baxter & Woodman Consulting Engineers to provide Engineering and Legal Services for the City of West Allis Department of Public Works for an amount not to exceed \$35,000

Sponsors: Administration & Finance Committee and Public Works Committee

Attachments: [Res R-2020-0681](#)
[Amendment No 1 Intervention Assistance](#)
[BW Invoice-Final](#)
[Res_R-2020-0681 signed](#)
[Signed Contract](#)

This matter was Adopted on a Block Vote.

11. [R-2020-0684](#) Resolution to accept the proposal of Compass Minerals for furnishing and delivering 4,500 tons of deicing road salt for a total sum of \$329,940

Sponsors: Administration & Finance Committee and Public Works Committee

Attachments: [Res R-2020-0684](#)
[salt fiscal note 2020](#)
[Res_R-2020-0684 signed](#)

This matter was Adopted on a Block Vote.

12. [O-2020-0053](#) Ordinance appropriating the necessary funds for the operation and administration of the City of West Allis for Calendar Year 2021

Sponsors: Administration & Finance Committee

Attachments: [Ord O-2020-0053 \(1\)](#)
[2021 Budget Ordinance Attachments](#)
[Ord O-2020-0053 signed](#)

This matter was Passed on a Block Vote.

13. [R-2020-0679](#) Resolution approving the 2021 Capital Improvement Program

Sponsors: Administration & Finance Committee

Attachments: [Res R-2020-0679](#)
[2021 Capital Improvement](#)

This matter was Adopted on a Block Vote.

14. [R-2020-0683](#) Resolution awarding the sale of \$9,665,000 General Obligation Corporate Purpose Bonds, Series 2020A

Sponsors: Administration & Finance Committee

Attachments: [Res R-2020-0683 \(1\)](#)
[Res R-2020-0683 \(signed\) with Exhibits.](#)

This matter was Adopted As Amended on a Block Vote.

15. [R-2020-0672](#) Resolution to authorize a transfer of \$15,250 from the Information Technology Salary and Wages account to the Information Technology - Professional Services account to conduct a GIS Architecture and Application assessment by GISinc

Sponsors: Alderperson Lajsic

Attachments: [Res R-2020-0672](#)
[GISinc Contract](#)
[Res R-2020-0672 signed](#)

This matter was Adopted on a Block Vote.

16. [R-2020-0675](#) Resolution to authorize a transfer of \$7,500 from the Information Technology Salary and Wages account to the Information Technology - Professional Services account to engage Symbiont Technology Inc. to deliver ESRI based solutions that will enable DPW to edit GIS information

Sponsors: Alderperson Lajsic

Attachments: [Res R-2020-0675](#)
[Symbiont change order](#)
Res_R-2020-0675 signed

This matter was Adopted on a Block Vote.

17. [2020-0781](#) Communication from Director of Public Works to approve an exception to the hiring freeze and grant permission to fill an upcoming vacancy for Equipment Operator Specialist in the Water Division

Attachments: [a&f approval to fill position 2020-11-17 mtg \(equipment operator specialist\)](#)

This matter was **Approved and Placed on File on a Block Vote.**

18. [2020-0782](#) Communication from the Health Commissioner regarding request to fill the WIC Support position

Attachments: [JDQ WIC Support Staff \(WIC Clerk\)](#)
[MEMORANDUM - WIC Support](#)
[Request to fill-WIC Support](#)

This matter was **Approved and Placed on File on a Block Vote.**

19. [2020-0768](#) Finance Director/Comptroller submitting report for October 2020 indicating City of West Allis checks issued in the amount of \$4,682,024.08

Attachments: [October 2020 Monthly Claims Report to CC](#)

This matter was **Placed on File on a Block Vote.**

20. [R-2020-0680](#) Resolution to approve amending certain activities of the FY2019 Annual Plan of the Community Development Block Grant (CDBG) Program to add CDBG-CV third round of funding in the amount of \$303,902

Sponsors: Administration & Finance Committee

Attachments: [Res R-2020-0680](#)
[HUD Allocation Letter](#)
[Grant Overview](#)
[Res R-2020-0680 signed](#)

This matter was **Adopted on a Block Vote.**

Passed The Block Vote

A motion was made by Haass to approve all the actions on item nos. 10-20 on a Block Vote. The motion carried by the following vote:

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

No: 0

PUBLIC WORKS COMMITTEE

21. [R-2020-0669](#) Resolution to approve bid of Musson Bros., Inc. for the installation of connection liners in the sanitary sewer system at various locations within the City of West Allis, in the amount of \$184,223.92

Sponsors: Public Works Committee

Attachments: [Res R-2020-0669](#)
[2020-14 Bid Results](#)
[Res R-2020-0669 signed](#)

A motion was made by Roadt that this matter was Adopted. The motion carried by the following vote:

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

No: 0

SAFETY & DEVELOPMENT COMMITTEE

22. [2020-0786](#) Communication from the City of Greenfield informing the City of West Allis of their public hearing on December 15, 2020, at 7:00 p.m. to consider the adoption of an ordinance amending the City of Greenfield Comprehensive Plan

Attachments: [City of Greenfield Comprehensive Plan Update \(2\)](#)

This matter was Placed on File on a Block Vote.

23. [O-2020-0051](#) Ordinance to amend the Official West Allis Zoning Map per section 12.05 by rezoning the following properties from M-1, Manufacturing District to C-2, Neighborhood Commercial District in conformance with the 2030 future land use plan: 1744-46 S. 83 St. and 1750 s. 83 St. (Tax Key no. 452-0613-003 and 452-0613-005)

Sponsors: Safety & Development Committee

Attachments: [O-2020-0051](#)
[O-2020-0051 signed](#)

This matter was Passed on a Block Vote.

Passed The Block Vote

A motion was made by Lajsic to approve all the actions on item nos. 22 and 23 on a Block Vote. The motion carried by the following vote:

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

No: 0

LICENSE & HEALTH COMMITTEE

24. [O-2020-0055](#) Ordinance to increase prohibited parking area for food trucks near restaurants

Sponsors: Alderperson Stefanski

Attachments: [Ord O-2020-0055](#)

Held in License & Health Committee during recess.

25. [2020-0418](#) Expedited Temporary Extensions

A list of applicants is available online at <<https://westalliswi.legistar.com/>> or by contacting the city clerk's office.

Attachments: [Expedited Temporary Extension of Class B Licensed Premises](#)
[BRASS MONKEY.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[LAYMAN BREWING.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[LYNCHS.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[NATTY OAKS.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[SLURP-N-BURP.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[STINGERS.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[JUNE 16 PACKET.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[July 14, 2020 Expedited Temporary Extension Packet](#)
[July 14, 2020 Expedited Temporary Extension List](#)
[DOPP'S BAR 7/14/2020](#)
[DA BAR 7/14/2020](#)
[LIMANSKI'S PUB 7/14/2020](#)
[SHAMROX 7/14/2020](#)
[STALLYWOOD 7/14/2020](#)
[Expedited Temporary Extension List for August 4, 2020](#)
[BARCODE 8-4-2020](#)
[JUST J'S 8-4-2020](#)
[RUPENA'S 8-4-+2020](#)
[TANDOOR RESTAURANT 8-4-2020](#)
[THE CROOKED CROW 8-4-2020](#)
[Expedited Temporary Extension List for 09-01-2020](#)
[CAMINO](#)
[RED WHITE AND BREWS 09-01-2020](#)
[STATION NO. 6](#)
[THE DRUNK UNCLE 09-01-2020](#)
[THE NETWORK 09-01-2020](#)
[No New Expedited Temporary Extension applications for October 6, 2020 Common Council Agenda](#)
[Expedited Temporary Extension of Class B Licensed Premises. October 20, 2020](#)
[No New Applications submitted for the November 4, 2020 Common Council Agenda](#)
[Expedited Temporary Extensions 11-17-2020](#)

This matter was Approved on a Block Vote.

26. [2020-0792](#)

2020-2021 Adult-Oriented Establishment Operator License
· Mercado, Zahayra M.

This matter was Approved on a Block Vote.

27. [2020-0791](#)

2020-2022 Operator's License (Bartender/Sales Clerk) application.

· Wright, Quanisha L.

This matter was Approved on a Block Vote.

Passed The Block Vote

A motion was made by Vitale to approve all the actions on item nos. 25-27 on a Block Vote. The motion carried unanimously.

ADVISORY COMMITTEE

28. [2020-0788](#)

Reappointment by Mayor Devine of Karin Gale as a member of the West Allis Community Development Authority, under the guidelines of the ordinance pertaining to limitation on consecutive terms for members of boards and commissions, her four-year term to expire October 1, 2024

This matter was Approved on a Block Vote.

29. [2020-0789](#)

Reappointment by Mayor Devine of Linda Timm as a member of the West Allis Commission on Aging, her three-year term to expire November 1, 2023

This matter was Approved on a Block Vote.

Passed The Block Vote

A motion was made by Reinke to approve all the actions on item nos. 28 & 29 on a Block Vote. The motion carried by the following vote:

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

No: 0

O. ADJOURNMENT

A motion was made by Lajsic to adjourn at 8:10 p.m., with the next regularly scheduled meeting to be held virtually on December 1, 2020, at 7:00 p.m. The Standing Committees will meet prior to the Common Council meeting. The motion carried unanimously.



All meetings of the {bdName} 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.



CLAIMANT CONTACT INFORMATION

Name: Rachel Piette
Address: 8290 W Orchard St, Apt #137
West Allis, WI 53214

Phone: 801-564-5646
Email: rachelallover@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: 09/11/2020 Time of day: approx. 4 am
Location: NE corner of S 76th St and W National Ave

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 the morning of 9/11/20, I was parked on the NE corner of S 76th St and W National Ave; I was on my way home and I pulled over because I was having a panic attack. I was in crisis, as I was suffering from a severe manic episode (I am diagnosed with Bipolar Disorder). During this medical emergency, I was approached by West Allis Police Department (WAPD) officers. I notified the WAPD officers that I was experiencing a medical emergency, and they did call for an ambulance. However, in the height of my mania and panic attack, I was experiencing severe paranoia and was having a difficult time trusting the officers and EMTs. During this encounter, the officers grew increasingly frustrated with me, and they began to raise their voices at me. This triggered my PTSD and sent me into further mental distress. Instead of being met with de-escalation tactics, I was met with anger and abusive behavior, which worsened the mental health crisis I was experiencing. This incident resulted in my car being towed, and it cost me \$305.95 to retrieve. In this case, there is no reason that my car had to be towed--when the WAPD officers found that I was unfit to drive, they could've simply taken my car keys and left the car parked until the next day. I feel the officers towed my car in retaliation to my distrust and arguing with them--and again, the reason I was being "difficult" is due to the paranoia and panic attack related to my mental illness. I have attached paperwork to verify that I was truly experiencing a mental health emergency, as I was admitted to the hospital later that day. I am seeking reimbursement for the tow fee that resulted from 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: 

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: \$ 305.95

SAVE

PRINT

18 NOV 20 AM 11:37
CITY OF WEST ALLIS



Aurora Health Care® Milwaukee, Wisconsin

- ☒ AHCM-SS
☐ APH
☐ ASMMC
☐ Other: _____

MRN: 11128014
PIETTE, RACHEL
REG: 8/11/20

ATT: Noel K Garchitorena, MD



STATEMENT OF HOSPITALIZATION/TREATMENT AND RETURN TO WORK

This is to attest that the below listed patient is/was a patient of mine at Aurora Health Care for treatment.

Patient Name: Rachel Piette

DOB: [REDACTED]

Start Date of Care: 9/11/2020

☒ End Date of Care: 9/14/2020

or

☐ Estimate of when s/he will complete treatment until: _____

Estimated period of incapacity: _____

S/he may return to work on 9/16/2020 with the following restrictions:

- ☒ None
☐ No Overtime
☐ Follow Doctors orders/directions and make all follow up appointments.
☐ Flexible scheduling to allow attendance at ongoing treatments.
☐ No physical limitations
☐ Day shift only
☐ No change in physical limitations
☐ Other

V.O. Dr. Garchitorena / Maryellen Sabal RN
Physician Signature

9/14/2020
Date



STATEMENT OF HOSPITALIZATION/
TREATMENT AND RETURN TO WORK
(Return to Work/School)

White - Patient / White - Medical Records
© AHC 24102040 (Rev. 01/14)



"DAMAGE FREE"
TOWING

N & S TOWING, INC. PAID
1719 So. 83rd Street • West Allis, WI 53214
476-8697 • Fax 476-7828
- 24 HOUR ROAD SERVICE -
9-15-20

FLAT BED SERVICE

TOWED FOR <u>Rachel R. Piette</u>		DATE <u>9/15/20</u>	
ADDRESS <u>8290 W. orchards + #B137 West Allis, WI</u>		RO# <u>WES324</u> PO#	
FLATBED	TOW SERVICE CALL	MAKE	Ford Escape
LICENSE #	STATE <u>WI</u>	YEAR	<u>12</u>
VIN #	<u>1632 S. 26st</u>	TRUCK #	<u>12500</u>
NAME	<u>Admin Ken Nette</u>	CHARGE	<u>40.00</u>
ADDRESS		CASH	<u>2</u>
DL #		DRIVER	<u>off</u>
ACCU		TRUCK #	<u>off</u>
EXP: <u>1/12</u>		ADVANCE CHARGES <u>SD</u>	
STORAGE <u>9/11/20 TO 9/15/20</u>		125.00	
AUTHORIZATION # <u>289268</u>		TAX <u>15.95</u>	
TOTAL		305.95	

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 [Signature]
OWNER/ REPRESENTATIVE

X DRIVER

33363

N&S Towing Inc
1719 S 83rd St
MILWAUKEE, WI 53214
414-476-8697
39300987856080

SALE

MID: 6080 Store: 0001 Term: 0002
Batch #: 002 REF#: 00000014
09/15/20 RRN: 025916408385
Trans ID: 300259597196329
APPR CODE: 28958C
VISA *****3438
Chip
exp

AMOUNT \$305.95

APPROVED

VISA CREDIT
AID: A0000000031010
TVR: 80 80 00 80 00
TS: 68 00

THANK YOU!

CUSTOMER COPY

**WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

SUMMONS

**Z's Bar LLC
d/b/a Z's Bar
David Zarate, licensing agent.**

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

THE WEST ALLIS COMMON COUNCIL TO Z's BAR LLC by licensing agent David Zarate:

You are hereby notified that a sworn complaint, a copy of which is attached, has been duly made and filed, requesting a hearing on suspension or revocation of the 2020-2021 Combination Class B intoxicating liquor and fermented malt beverage license, under license number 20-1469, for the premises located at 6309 W. National Avenue in the City of West Allis, State of Wisconsin, for the license period running July 1, 2020, and expiring on June 30, 2021, pursuant to the provisions of Wis. Stat. §§ 125.07(2)(a)2, 125.12(2)(ag)1, 125.12(2)(ag)2, and West Allis Code §§ 9.02(20)a.iii. and 9.02(20)a.vi.

NOW THEREFORE, you, Z's Bar LLC by licensing agent David Zarate, are hereby summoned to appear before the License and Health Committee of the West Allis Common Council in Room 128 of the West Allis City Hall, 7525 West Greenfield Avenue, West Allis, Wisconsin, on October 6, at 7:00 p.m., or as soon thereafter as this matter can be heard during the recess of the Common Council meeting, to admit or deny the allegations in the complaint. You may be represented by counsel on this date.

In the case of your failure to appear as required by this summons, the allegations in the complaint against you shall be taken as true and, if the License and Health Committee of the West Allis Common Council finds the allegations sufficient, a recommendation that your license(s) be suspended or revoked will be made to the full Common Council. The Common Council may then vote to suspend or revoke your license(s).

You are further notified that if you appear as required by this summons and contest the allegations in the complaint, a hearing will be scheduled at a later date before the License and Health Committee, at which time you may be represented by counsel, cross examine the witnesses who testify adversely against you, and present witnesses in your own behalf. A written transcript of said hearing shall be made and you may obtain a copy of the transcript of this proceeding at your expense.

Dated at West Allis, Wisconsin, this _____ day of October , 2020.

WEST ALLIS COMMON COUNCIL

By: _____
Ann Marie Neff
Deputy City Clerk

**WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

SUMMONS

**Z's Bar LLC
d/b/a Z's Bar
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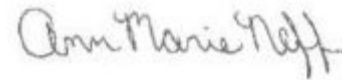
In the case of your failure to appear as required by this summons, the allegations in the complaint against you shall be taken as true and, if the License and Health Committee of the West Allis Common Council finds the allegations sufficient, a recommendation that your license(s) be suspended or revoked will be made to the full Common Council. The Common Council may then vote to suspend or revoke your license(s).

You are further notified that if you appear as required by this summons and contest the allegations in the complaint, a hearing will be scheduled at a later date before the License and Health Committee, at which time you may be represented by counsel, cross examine the witnesses who testify adversely against you, and present witnesses in your own behalf. A written transcript of said hearing shall be made and you may obtain a copy of the transcript of this proceeding at your expense.

Dated at West Allis, Wisconsin, this 1st day of October, 2020.

WEST ALLIS COMMON COUNCIL

By:



Ann Marie Neff
Deputy City Clerk

**WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

COMPLAINT

**Z's Bar LLC
d/b/a Z's Bar
David Zarate, licensing agent.**

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

Vince Vitale, Alderperson for the First District of West Allis and Chair of the West Allis License and Health Committee, being duly sworn, on oath deposes and states as a complaint against Z's Bar LLC, as follows:

1. That the complainant is a resident of the City of West Allis.
2. That this complaint is based upon information contained within official records maintained by the City of West Allis and the City of West Allis Police Department, (hereafter "WAPD").
3. That Z's Bar LLC is the current holder of a 2020-2021 Combination Class B intoxicating liquor and fermented malt beverage license, under license number 20-1469, for the premises located at 6309 W. National Avenue in the City of West Allis, State of Wisconsin, for the license period running July 1, 2020, and expiring on June 30, 2021.
4. That according to the application that was submitted by Z's Bar LLC and approved for the 2020-2021 Combination Class B intoxicating liquor and fermented malt beverage

license, David Zarate is listed as the license agent and president or member of Z's Bar LLC, with Patricia Zarate listed as the vice president or member.

5. That official WAPD records indicate that on or about June 14, 2020, the police were dispatched to Z's Bar located at 6309 W. National Avenue for a bar fight.
6. Officer Sayeg was one of the first officers on scene at the Z's Bar location at approximately 2:00 AM on June 14, 2020. He could hear a loud commotion including people screaming and glass breaking. Officer Sayeg eventually entered the bar and saw a male subject identified as "Frankie" punching a patron multiple times in the face as well as multiple other people pushing and fighting. Officer Sayeg attempted to detain "Frankie" however other subjects began to push or block Officer Sayeg which allowed "Frankie" to temporarily evade arrest.
7. Officer Sayeg reported that he was able to eventually force his way out of the bar where a large group from the fight inside the bar was also beginning to spill out into public street and right-of-way. The crowd outside was resistive and disorderly with Officer Sayeg and multiple other officers who arrived on scene.
8. Officer Carlson reported that she was dispatched to Z's Bar on June 14, 2020 at approximately 2:00 AM. When she arrived on scene, she observed a large fight in the bar with several people attempting to punch each other. A female, "Ana" had been pushed onto a wall and fell to the ground near the entry to the bar. Officer Carlson feared that "Ana" would be trampled as numerous people were pushing their way to the exit and so she grabbed "Ana" and stood her up to get her out of danger. Officer Carlson exited the bar and saw a large commotion with subjects screaming and

yelling. Based on the large amount of angry individuals outside the bar at this time, she called dispatch to send more officers.

9. Officer Carlson further reported that she observed Officer Luedke exit Z's Bar to assist other officers. "Ana" pulled away from the group and attempted to punch Officer Luedke. "Ana" was directed to the ground but continued to yell, use profane language, and cause a disturbance outside of the bar. Officer Carlson reported that "Ana" was highly intoxicated, and was difficult to understand based on her level of intoxication. "Ana" also tried to spit at officers on scene.
10. Officer Dufek reportedly that on June 14, 2020, he had contact with a subject identified as "Cerde" who stated that he had been beat up at a bar down the block, later identified as Z's Bar. When Officer Dufek was speaking with "Cerde" officer Dufek noted that the subject's speech was slurred, his eyes were red and glassy, and he had a strong odor of intoxicants emanating from his breath. Based on his training and experience, officer Dufek believed "Cerde" was heavily intoxicated.
11. Officer Jacobsen reported that he made contact with one of the owners of the bar, Patricia Zarate, who reported that she was in the basement of the bar at the time and didn't know what started the fight. She stated that she tried to break up the fight but was eventually pushed away. Officer Jacobsen reported that he also had contact with owner and agent, David Zarate, who was in the bar when the fight broke out but he was extremely intoxicated and not able to provide a description of what occurred or who was responsible.
12. Officer Jacobsen reviewed the surveillance video which shows a shoving match starting between some patrons including "Frankie" and "Ana" before the bar breaks

out in a mutual fight between multiple people throughout the entire bar. During this large and prolonged fight, a bar stool is thrown and swung as a weapon and a pool cue was picked up to be used as weapon. Officer Jacobson further reported that during the large fight, two purses were stolen.

13. Officer Jacobsen reported that approximately twenty citations were issued as a result of this fight and that at least 11 people were cited due to this disturbance at Z's Bar.
14. WAPD reports reflect that Wauwatosa Officer responded to the scene due to the large nature of the fight. Multiple officers reported that the disturbance was violent within the bar, and then spilled out onto the street where it continued to be violent, disorderly, profane, and boisterous in the community. Officer Hoff, Officer Sayeg, Officer Dufek, Officer Carlson, and Officer Jacobson all reported to have arrested or had close interactions with individuals who had been consuming alcohol in the bar and were highly intoxicated.
15. That based on the incident detailed above on June 14, 2020, Z's Bar LLC, by agent David Zarate, has violated Wis. Stat. §§ 125.07(2)(a)2, 125.12(2)(ag)1, and West Allis Code § 9.02(20)a.iii. for selling or vending alcohol to intoxicated persons, and has violated Wis. Stat. § 125.12(2)(ag)2 and West Allis Code § 9.02(20)a.vi. for keeping a premises that is disorderly, riotous, indecent, or improper and that is operated in a manner which constitutes a public or private nuisance.
16. That the preceding violations are grounds for revocation or suspension of the Combination Class B intoxicating liquor and fermented malt beverage license that has been issued to Z's Bar LLC by agent David Zarate for the premises located at 6309 W. National Avenue in the City of West Allis under license number 20-1469.

WHEREFORE, Alderperson Vince Vitale requests Z's Bar LLC by licensing agent David Zarate be summoned to appear before the License and Health Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the license issued to Z's Bar LLC should be revoked or suspended.

Dated this _____ day of _____, 2020.

By: _____
Vince Vitale
Alderperson for the First District
License and Health Committee Chair
City of West Allis

Subscribed and sworn to before me
this _____ day of _____, 2020.

(Nicholas S. Cerwin)
Notary Public, State of Wisconsin
My Commission expires: Permanent

Affidavit of Process Server

Court/Appearance Date: 10/06/20
City of West AllisCase Number _____
Z's Bar LLC dba Z's Bar

vs

I the undersigned am an adult resident of the state and not a party to the action. I hereby swear that on October 1 2020 at 5:45 p.m.
I duly served/or attempted to serve, (see nonservice section)NAME Z's Bar

<input checked="" type="checkbox"/>	DEFENDANT	<input type="checkbox"/>	PETITIONER	<input type="checkbox"/>	OTHER ATTEMPTED DATES
<input type="checkbox"/>	GARNISHEE DEFENDANT	<input type="checkbox"/>	RESPONDENT		
<input type="checkbox"/>	PLAINTIFF	<input type="checkbox"/>	WITNESS		

By serving David Zarate Licensing Agent at _____
Name Title/Relationship

Home _____ Wisconsin

Business 6309 W. National Ave. City of West Allis Wisconsin

Manner of Service:

☐ Personal Service

☒ Corporate Service: by leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.

☐ After diligent search and inquiry, having made _____ attempts by leaving true & correct copies of the above documents with a competent occupant of the residence over the age of 14, and informed that person of the contents thereof. (See other Attempt Dates)

☐ Posting copies in a conspicuous manner to the address of the person/entity being served. (Use only for evictions)

☐ Copies of the documents were mailed by prepaid, first class mail on: _____ DATE _____ FROM _____

Nonservice: after due search, careful inquiry and diligent attempts at the address(s) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

<input type="checkbox"/>	Unknown at address	<input type="checkbox"/>	Moved no forwarding	<input type="checkbox"/>	Refuses to cooperate in acceptance
<input type="checkbox"/>	Address does not exist	<input type="checkbox"/>	Evading	<input type="checkbox"/>	Service cancelled by litigant
<input type="checkbox"/>	Not home three attempts	<input type="checkbox"/>	Unable to serve in a timely fashion	<input type="checkbox"/>	Search was conducted, whereabouts unknown

Type of Documents:

<input checked="" type="checkbox"/>	SUMMONS AND COMPLAINT	<input type="checkbox"/>	ORDER TO SHOW CAUSE & AFFIDAVIT
<input type="checkbox"/>	AUTHENTICATED SUMMONS & COMPLAINT	<input type="checkbox"/>	BLANK FINANCIAL DISCLOSURE STATEMENT
<input type="checkbox"/>	COVER LETTER	<input type="checkbox"/>	ADMINISTRATIVE DISMISSAL DATE
<input type="checkbox"/>	NOTICE OF MOTION & MOTION/AFFIDAVIT	<input type="checkbox"/>	SUMMONS AND PETITION
<input type="checkbox"/>	ELECTRONIC FILING NOTICE	<input type="checkbox"/>	CONFIDENTIAL PETITION ADDENDUM
		<input type="checkbox"/>	SUBPOENA/SUBPOENA DUCES TECUM

At the time of service, I did place upon it the date, time, and my name, leaving a true and correct copy thereof, and that the server knew the person so served to be the defendant (or other) mentioned and named therein.

NUMBER OF ATTEMPTS 2 NUMBER OF ADDRESSES ATTEMPTED (if more than one) _____

SERVICE FEE \$ 40.00 WITNESS FEE \$ _____

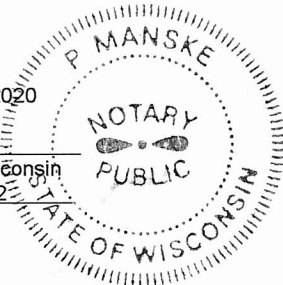
FILING FEE \$ _____ SEARCH FEE \$ _____

TOTAL FEE \$ 40.00 MILEAGE \$ _____

Server's Name Carlton W. Manske Server's Signature Carlton Manske
(Print)

Subscribed and sworn to before me
This 10 day of October, 2020

Notary Public, Waukesha Co., State of Wisconsin
My Commission expires 01/27/2022





John F. Stibal
Director
Development Department
jstibal@westalliswi.gov
414.302.8460

MEMORANDUM

TO: Rebecca Grill, City Administrator

FROM: John Stibal, Director of Development

DATE: November 24, 2020

SUBJECT: Request to Fill Vacant Administrative Support Assistant Position within Housing

To support the request of the Housing Team and based on the administrative needs for the Section 8 Housing Choice Voucher Program, I am requesting approval to fill and hire a part-time Administrative Support Assistant position. The vacancy became available when the current Administrative Support individual was promoted to Housing Specialist and the current Housing Specialist was promoted to coordinate the program following the departure of the Community Development Supervisor. The need for this position is based on continued program growth within the Housing Choice Voucher Program, anticipated open enrollment in the first quarter of 2021 to develop a new program waiting list, and ongoing administrative need to promote office efficiency. This is a grant funded position and will continue to report to the Housing Coordinator or City Manager of Planning and Zoning per the 2021 Budget.

Please contact me if you have questions or need of additional information.

Thank you.



Request to Fill Position

Submit this form, a memorandum and current position description via email to the City Administrator for review and submittal to the Administration and Finance Committee. To ensure adequate time for review, submit the Friday prior to the Council Agenda Deadline day.

Department/Division: Development/Community Development Position Title: Administrative Support

Reason for Request: ☐ New Position OR

☒ Replacement to Staff - Date of Vacancy: Person Replaced:

Position Status: ☐ Full-time ☒ Part-time AND ☐ Regular ☐ Temporary ☐ Provisional ☐ Special ☐ Other

- If other than Full-time or Regular, indicate work schedule (hours per week, days to be worked, etc.) and anticipated duration of employment: 20 per week

Funding Source: ☐ Operating ☒ Grant ☐ Other:

Anticipated Date for Filling Position: 1/1/2021

Is the position required for fiduciary, legal or compliance requirements? No ☒ Yes, describe: Why is it necessary that this position be filled? What operational needs does this position fulfill?

The position will work to address the number calls or inquiries relative to individuals seeking rent assistance, assist the housing team with calling parties from the waiting list, and assist in program eligibility and department communications.

What will be the impacts on service functions to the public if the position is not filled? Currently, two member staff are balancing the needs of over 500 individuals, conducting inspections, recertifications, and calling individuals off the waiting list along with daily inquiries and information being provided. The administrative support position can assist with general inquiries, direct people to services, update databases, and assist participants with material or scheduling inspections.

What will be the impacts on service to city staff if the position is not filled? Staffing for the program is relatively a small department. The managing of over 500 participants by generally two staff members is a taxing process and immensely detailed program with request to federal requirements. Filling the position would benefit office efficiency and strengthen program outcomes (i.e. support, outreach, assistance to participants, etc.)

What reorganization possibilities have been considered, such as elimination of the position or combining duties with other existing positions? (If none, provide rationale.) Full time supervisor position was eliminated. HUD has requested the West Allis Housing Authority to increase participation, update the waiting list, and develop an FSS program. Eliminating the position would continue to increase the work demand on two staff members that are managing over 250 participants each, along with scheduling inspections, adjustments and calling individuals off the waiting list.

How has this vacancy/need been covered so far? CSC has dealt mainly with many administrative issues. Inquiries remain strong, need for public assistance has increased and program participation is increasing.

How many other similar positions exist in this department? None

Requestor Information

Name: John Stibal Title: Director of Development Department: Development

Signature:

Date: November 24, 2020

Attached: ☒ Memorandum ☒ Current JDQ

Job Description Questionnaire

The purpose of the Job Description Questionnaire (JDQ) is to provide the information necessary to evaluate jobs for salary placement, classify jobs for various legal requirements, and to compile appropriate job descriptions.

Please read this JDQ carefully before answering any of the questions and then complete it as accurately, completely, and briefly as possible. While it is not necessary to describe each duty in great detail, it is important to provide sufficient information so the job can be accurately evaluated and classified. Keep in mind that *the purpose of the JDQ is to collect information about the job and is not designed to evaluate employee performance.*

Consider the typical responsibilities of the job; even those that might only occur cyclically (e.g. annually, quarterly, etc.). The responses should be based on duties and responsibilities that are part of the job under typical conditions, not special projects or temporary assignments. Further, unless specifically directed by management, describe the job as it is today, not as you believe it should be or what it might be in the future.

SECTION 1		DEMOGRAPHIC INFORMATION	
Employee Name	Mellena Hoppe	Employer Name	City of West Allis
Job Title	Clerk II	Work Location	City Hall
Department	Community Development	Division	Housing
Full-Time / Part-Time	Full Time	Part-Time (Hrs per Wk)	
Supervisor Name	Patrick Schloss/Kristi Johnson	Supervisor Title	Community Development Manager/Housing Supervisor

SECTION 2

DESCRIPTION OF ESSENTIAL DUTIES & RESPONSIBILITIES

Identify the essential duties / responsibilities of your job, which should be the most important aspects of the job. This section is focused on WHAT is done rather than HOW it is done. Use wording that will provide as clear an understanding as possible for someone not familiar with your work. Avoid terminology or acronyms that are not widely known outside of your line of work. Please list those duties that you feel are most important at the top of the list, and list the estimated percentage of the total annual time that each item takes. *(Remember, as a rule-of-thumb, that 10% equates to roughly 200 hours of a work year.)* To the extent possible, try to identify those duties and responsibilities that account for as close to 100% of your work time as possible. While catch-all categories are acceptable (e.g. misc. duties, other duties as assigned, etc.), those sections will likely NOT be evaluated.

Frequency Codes: Daily [D] / Weekly [W] / Bi-Weekly [B] / Monthly [M] / Quarterly [Q] / Annually [A] / As Needed [N]

Primary Duties	Frequency	% of Annual Total Time
Furnish information in person to office visitors at the counter and via telephone	D	20
Receive and process applications for various department programs	D	5
Schedule appointments for briefing and inspections for Sec. 8 Housing Choice Voucher Program and Rehab Program	D	10
Receive and classify correspondence for electronic filing in Happy Software	D	9
Waitlist management – review eligibility and manage usernames and passwords	W	3
Enter work orders and contractor payments in HTE	W	3
Create forms	N	1
Receive payments and issue receipts for repayment agreements	W	1
Maintain department website	W	1
Assist tenants at Beloit Road Senior Apartments with their recertifications (102 units)	B	3
Record and transcribe meeting minutes for the Resident Advisory Board and Fair Housing Board	A	1
Organize Poster Contest for Fair Housing	A	5
Process background checks	M/N	3
Assist participants with recertification	D	25
Assist participants, landlords and applicants with internet	D	7
Order office supplies	M	2
Sec 8 Housing Choice Voucher open enrollment process and preparation	N	1

SECTION 3	TOOLS AND TECHNOLOGY
Identify any software, technology, equipment or machinery utilized on a regular basis in order to perform the functions of the job:	
Microsoft Office Suite, Happy Software, CDM, HTE, PC, fax machine, adding machine, copier, label maker, internet, phone and scanner.	

SECTION 4	JUDGMENTS / DECISION-MAKING		
Identify at least five of the most typical judgments/decisions that you make in performing your job as well as the solutions to these problems. Please also describe the resource, input or guidance others provide in arriving at your decision and who reviews, if anyone.			
Typical Problems/Challenges	Possible Solution(s) to Problem/Challenge	Resources Available and/or Used	Job Title of Who Reviews
Review applicants/verifications for completeness and accuracy	Written policy	Housing Specialists/HUD Website	Housing Specialist/Housing Program Coordinator/Supervisor
Scheduling/rescheduling inspections	A set schedule of appointment times	Outlook	Rehab Specialist/Housing Program Coordinator/Supervisor
Verify income/assets	Verify against HUD's established limits	HUD/co-workers	Housing Program Coordinator/Housing Specialist/Rehab Specialist/Supervisor
Several tasks to complete at the same time	Prioritize tasks	Supervisor/Manager	Supervisor/Manager
Participant usernames/passwords	Verify PII and reset giving written username and password to participant	Happy Website	Supervisor/Manager

SECTION 5	WORKING RELATIONSHIPS / INTERACTIONS / CONTACTS	
Please identify your typical work relationships with other persons inside or outside of your own organization.		
Title of Individuals With Whom You Typically Interact	Describe the Interaction	Why Was It Necessary?
Supervisor/Manager	Meetings and receive work assignments	Policy questions, meetings, fair housing poster contest and

		open enrollment
Housing Specialist	Receive tasks, and discuss verifications necessary	To ensure accuracy of verifications and data input
Rehabilitation Specialist	Provide administrative support	To assist rehab specialist with loan application/closing process
Participants	Assist participants in person and via phone with recertification online and receive verifications	Required of participants at least once a year.
Landlords	Discuss process of lease up/and direct deposit process, problems with rent payments	To get the landlords proper payments on time
Caseworkers	Discuss their participants and what they need to complete recertifications/lease ups	Recertification is required yearly.

SECTION 6		SUPERVISION / MANAGEMENT	
Please indicate the type of responsibility you have as it pertains to leading others.			
Area of Action / Responsibility	Yes	No	Provides Input
Screen / Interview Applicants		x	
Hire / Promote Employees		x	
Provide Written/Verbal Warnings		x	
Suspend Employees		x	
Terminate Employees		x	
Prepare Work Schedules For Others		x	
Project Management		x	
Provide Work Direction For Others		x	
Evaluate Performance Of Others		x	
Counsel Employees		x	
Train Employees (As Part Of The Normal Duties Of The Job)		x	
Approve Overtime		x	
Approve Time Off Request For Others		x	
Develop / Implement Policies		x	

Do you directly supervise any employees?		x	
<i>If yes, please list the number of FTEs and job titles of those employees below:</i>			
Job Title	# of FTEs		

SECTION 7		WORK ENVIRONMENT / PHYSICAL REQUIREMENTS			
Please indicate the amount of time typically spent in the following categories.					
Physical Requirements	[Place an "X" in the appropriate cells]				
	N/A	Rarely	Occasionally	Frequently	
Carrying/Lifting 10 - 40 Pounds			x		
Carrying/Lifting > 40 Pounds		x			
Sitting				x	
Standing / Walking / Climbing			x		
Squatting/Crouching/Kneeling/Bending		x			
Pushing / Pulling / Reaching Above Shoulder		x			
Work Environment	N/A	Rarely	Occasionally	Frequently	
Indoor/Office Work Environment				x	
Noise >85dB (e.g. mower, heavy traffic, milling machine, etc.)	x				
Extreme Hot/Cold Temperatures (>90 degrees / <40 degrees)	x				
Outdoor Weather Conditions	x				
Hazardous Fumes or Odors / Toxic Chemicals	x				
Confined Spaces (as identified by OSHA)	x				
Close Proximity to Moving Machinery / Equipment	x				
Bodily Fluids / Communicable Diseases	x				

Working Alongside Moving Traffic on Roads	x			
Electrical Hazards	x			

SECTION 8	ADDITIONAL EMPLOYEE COMMENTS
Please identify any other information that would help someone else understand your job more clearly:	

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR

SECTION 9		SUPERVISOR INFORMATION	
Supervisor Name	Patrick Schloss/Kristi Johnson	Supervisor Title	Community Development Manager/Community Development Supervisor

SECTION 10		EDUCATION <u>REQUIRED</u> FOR HIRE
	Level of Education (Select one with an "X")	Field(s) of Study
	Less than High School Education	n/a
	High School Education (or Equivalent)	X
	One Year Certificate (or Equivalent)	
	Associate's Degree (or Equivalent)	
	Bachelor's Degree	
	Master's Degree	
	Professional Degree (Law, Medicine, etc.)	
	PhD w/ Dissertation	
	Other:	
Provide Any Additional Information Regarding the Required Education (e.g. preferred vs. required, specific coursework, etc.):		

SECTION 11							TOTAL EXPERIENCE REQUIRED UPON HIRE
[Place an "X" in the appropriate cells]							
No Experience	< 2 yr.	2 to 3 yrs.	4 to 5 yrs.	6 to 7 yrs.	8 to 9 yrs.	10 to 11 yrs.	≥ 12 yrs.
		X					
Describe Specific Experience Required for Hiring (e.g. 5 total years of customer service experience 2 of which were in a supervisory capacity):							

High school graduate/equivalent preferably in a commercial course; at least two (2) years of recent paid business office work experience, preferably varied in nature; ability to type at a reasonable rate of speed in accordance with the special needs of the department; customer service experience preferred.

SECTION 12		CERTIFICATION / LICENSURE / TRAINING TO PERFORM JOB	
List Required Certification/Licensure/Training	How Attained/Provided	Required Upon Hire?	May Obtain After Hire?
CDBG/Software/Federal Program Training	HUD –CDBG	No	Yes

Describe any current practices as it relates to licensure or certification (e.g. extra pay for certification, employer payment for obtaining or renewing, etc.):

SECTION 13		SUPERVISOR'S COMMENTS / CORRECTIONS / ADDITIONS
In lieu of altering an employee's JDQ, please provide any corrections, clarifications, or additional information in the space provided below.		
JDQ Section	Comment / Clarification / Addition	

To Be Completed By Administrative Designee

SECTION 14		SUPERVISOR INFORMATION	
Administrative Designee Name	John Stibal	Administrative Designee Title	Director, Department of Development

SECTION 15		ADMINISTRATIVE COMMENTS / CORRECTIONS / ADDITIONS
In lieu of altering an employee's JDQ, please provide any corrections, clarifications, or additional information in the space provided below.		
JDQ Section	Comment / Clarification / Addition	
	No comments.	

MGO Implementation – Common Council Update



December 1st, 2020

Agenda

- Background Information
- What you need to know
- What you might hear from Residents
- Our Communication Plan

Background Information

- On May 12th, 2020 the Common Council approved the resolution to leverage the MyGovernmentOnline solution for the City's permit, license and code enforcement needs
 1. [R-2020-0275](#) Resolution relative to accepting the proposal of South Central Planning and Development Commission for furnishing software, maintenance, and implementation of MyGovernmentOnline permit and licensing software for a two-year total sum not to exceed \$75,000
- Since then a core team of experts from our Team have been working with the vendor to configure the system for our needs
- The more we learned about the MGO system the more we realized the potential it brings us to improve the online experience our residents have with the City



What you need to know

- We are ready to go live!
 - **December 22nd:** Parking permits/permissions goes live on our public web site
 - This is the first day residents can purchase 2021 permits
 - **December 28th:** Pet Licenses, Dog Park pass go live on our public web site

Because the parking and pet permits/licenses are seasonal and have high year end transaction volumes we chose to move these to the top of the list of things to implement prior to the end of the year.

- **Mid January:** Planning requests and Building Permits go live

What might you hear from Residents?

- *"The first time I used the system, I had to pick 'Wisconsin' and then 'West Allis' as the State/City I live in. Why is that?"*
 - The MGO system is used by many municipalities throughout the United States. The first time a resident uses the system they will be asked the State and then the City they live in (via drop down lists). The system 'remembers' this for subsequent visits

What might you hear from Residents?

- *"The system then asked me to create an account. Why is that and how will my information be used?"*
 - The MGO system is centered around the concept that each user establishes a **profile** for themselves. Establishing the profile is a one-time activity that requires residents to supply the system with data (name, address, e-mail, etc.) that the system then uses to simplify future transactions
 - The information is contained within the MGO system and will not be shared with others

The screenshot shows a web form titled "Create Account on Customer Portal". At the top, there is a pink box with "Important:" instructions: 1. Account requires phone verification; 2. A phone verification call will be made after clicking "Create Account"; 3. If the call is missed, users can retry via the "Retry Phone Verify" button or call 1-800-957-3794. Below this, the form is divided into two main sections: "Your Login Information" and "Your Account Information". The "Your Login Information" section contains fields for "E-mail" and "Confirm E-mail" (with asterisks indicating required fields), and "Password" and "Confirm Password". The "Your Account Information" section contains fields for "First Name", "Last Name", and "Business Name". Below these is a green bar with the instruction: "Enter a phone number that will be used to verify your account." This is followed by a "Phone Number" field with a dropdown for country code (000) and a text input for the number (000 0000). Another green bar instructs: "Enter a question and answer to retrieve your password or verify your account manually." This is followed by "Challenge Question" and "Challenge Answer" fields. A "Create Account" button is at the bottom left.

What might you hear from Residents?

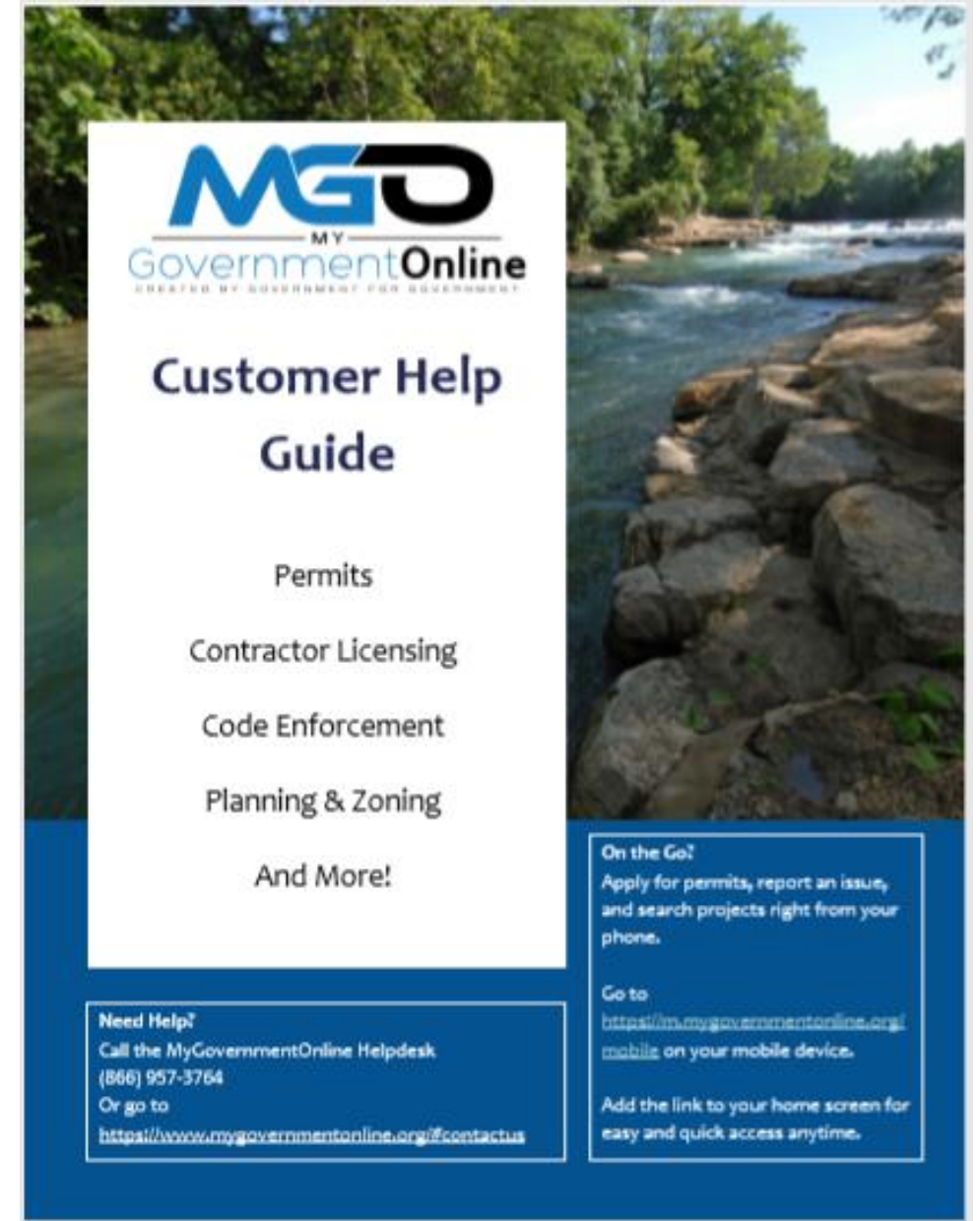
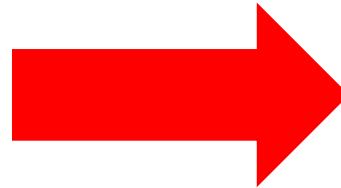
- *"O.K. so now I have an account set up and a unique ID and password. Will I need to enter this ID and password every time I want to do something with the City?"*
- Yes. While entering an ID and password for every transaction seems like more work, there will be efficiencies gained in how future transactions are processed:
 - System can proactively send notices to the end user when a license is about to expire
 - Renewing licenses will be much easier
 - Less data entry. End user will not need to enter their name, address, e-mail, etc. for each transaction.

What might you hear from Residents?

- *"I'm starting to get more excited about this. What other benefits does MGO have to offer?"*
 - Shopping cart:
 - Residents will be able to bundle multiple transactions into a single 'purchase'
 - Better long term customer experience
 - By establishing a profile and capturing the history of transactions from each resident, we can leverage that information to provide a more holistic picture of the needs for each resident
 - Copies stored electronically
 - Contractors/Residents can access their building permits electronically
 - Reduces need to come to City Hall

What might you hear from Residents?

- *"I'm sold. But as I try to learn this new system, where do I go for support?"*
- MyGovernmentOnline provides end user support. There are online guides available as well as a phone based contact center.



Communication Plan

- The Communication plan identifies the goal and the KPI for the communication, the key messages and the call to action.
 - Goal: Number of parking/pet licenses sold via MGO
 - KPI: Limit amount of complaints/confusion with new system
 - Key message: *We've changed how you purchase parking permits, but it will make things easier for you in the future. Just create an account, log in, and purchase your permits. Next time you log in, your information will be saved so you'll save time. You will also receive email reminders to renew your permit.*
 - Call to action: Create your account and save time each time you renew or purchase your parking permits.
- Our stakeholder audience to receive communications is current and future residents plus prior parking permit purchasers.

Communication Plan

- The purpose of the communication is the announcement of new service or change to existing service.
- Strategies and tactics may include:
 - city website, infographics, e-newsletter, fliers/posters, postcards (direct mail if not cost prohibitive), brochures, e-notify alerts, digital signage, video production and social media
- Communication will take place on targeted dates, starting in December with a TBD end point.
- Success measured by amount of permits purchase and limited-to-no customer complaints with new system.



Questions?



WEST ALLIS POLICE DEPARTMENT

Patrick S. Mitchell
Chief of Police

Robert Fletcher
Deputy Chief of Police

Christopher Marks
Deputy Chief of Police

November 24th, 2020

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

Honorable Mayor and Common Council Members:

The West Allis Police Department is respectfully requesting permission to fill a vacancy for the position of crime analyst within our department. The Crime Analyst is a civilian position, which prepares, analyzes, and disseminates information and recommendations relevant to actual and anticipated criminal activity for the purpose of increasing the effectiveness of patrol deployment, crime prevention, criminal investigations and the apprehension of suspects. This position was budgeted for in both the 2020 and 2021 approved COWA budgets.

This position plays an important role in the overall functioning and delivery of police services to the City as this is the only position within the department that is solely devoted to analyzing crime trends and patterns. If you have any questions or desire further clarifications please feel free to contact me.

Sincerely,

Robert J. Fletcher
Deputy Chief of Police – Support Services

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM

PURSUANT TO WIS. STAT. §§ 893.80

To: **West Allis City Clerk**
Attn: Steven A. Braatz, Jr.
7525 W. Greenfield Ave., Room 108 to 110
West Allis, WI 53214

Claimant:
Tamara A. Effertz
1365 S. 96th Street
West Allis, WI 53214

Mr. Patrick Mitchell, Chief of Police
c/o City of West Allis Police Department
11301 W. Lincoln Ave.
West Allis, WI 53227

Driver: Adam J. Niemuth
c/o City of West Allis Police Department
11301 W. Lincoln Ave.
West Allis, WI 53227

12-20-19 1140AM
By Pat O...

RECEIVED

DEC 20 2019

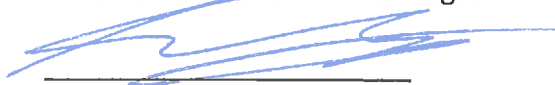
CITY OF WEST ALLIS
CITY CLERK

TO EACH OF THE ABOVE-NAMED PARTIES:

PLEASE TAKE NOTICE that Tamara A. Effertz, by her attorneys, Sperling Law Offices LLC, states that the following circumstances give rise to his claim for injuries.

1. That on or about October 16, 2019, Tamara Effertz was a passenger in a motor vehicle being operated by Joshua Miranda, which was stopped for traffic at or near the intersection of W. Greenfield Avenue and S. 68th Street in the City of West Allis, in the County of Milwaukee, State of Wisconsin.
2. That on that date and at said intersection, Adam J. Niemuth, operator of a vehicle owned by the City of West Allis, in the course and scope of his employment, was negligent and careless in the operation of said vehicle, causing a collision with the vehicle Tamara Effertz was a passenger in. Adam J. Niemuth was careless and negligent in failing to properly manage and control his vehicle, and failing to keep a proper lookout, among other negligent acts and omissions.
3. As a result of these circumstances, Ms. Effertz suffered injuries to her neck and head, among other injuries, and she has and will incur medical costs and other damages.

Dated: 12/12/19


Sperling Law Offices LLC
Attorneys for Tamara A. Effertz
By Ricardo F. Estrada
State Bar No. 1056278

Sperling Law Offices LLC
100 E. Wisconsin Ave., Suite 1020
Milwaukee, WI 53202
(414) 273-7100
restrada@milwaukeeelawfirm.com



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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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.
Tamara Effertz	10/16/19	\$7,000.00	2020-0006	19-2496
Sherilla Jefferson	4/27/20	\$29,000.00	2020-0325	20-428
Joshua Miranda	10/16/19	\$13,500.00	2019-0824	19-2201

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Joseph Fellin	12/17/19	\$775.00	2020-0725	19-2650
Kevin Harvey	9/18/20	\$3,500.00	2020-0652	20-1599
Paul Montalto	9/6/20	\$574.95	2020-1468	20-1468
Karen Mueller	7/23/20	\$3,608.25	2020-0700	20-1658
Henry Rogers	7/9/20	\$5,139.51	2020-0702	20-1690
Steve & Angela Wambach (West Bend Mutual Ins)	7/6/20	\$6,413.23	2020-0506	20-1245
Mike Watry (Boz's)	7/4/20	\$1,930.00	2020-0597	20-1421

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



CLAIMANT CONTACT INFORMATION

Name: West Bend Ins Wambach
Address: 1900 S 15th Ave
West Bend WI 53095

Phone: 262-338-7234
Email: Kottery@wbmi.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: 7-6-20 Time of day: 4:45 pm
Location: 5104th (2807) 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.

Vehicle parked in front of residence at 2807 5104th West Allis. Vehicle owner returned to vehicle and tree branch/limb had fallen onto/into vehicle.

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: Kandi O'Hery

Date: 7-22-20

CLAIM AMOUNT

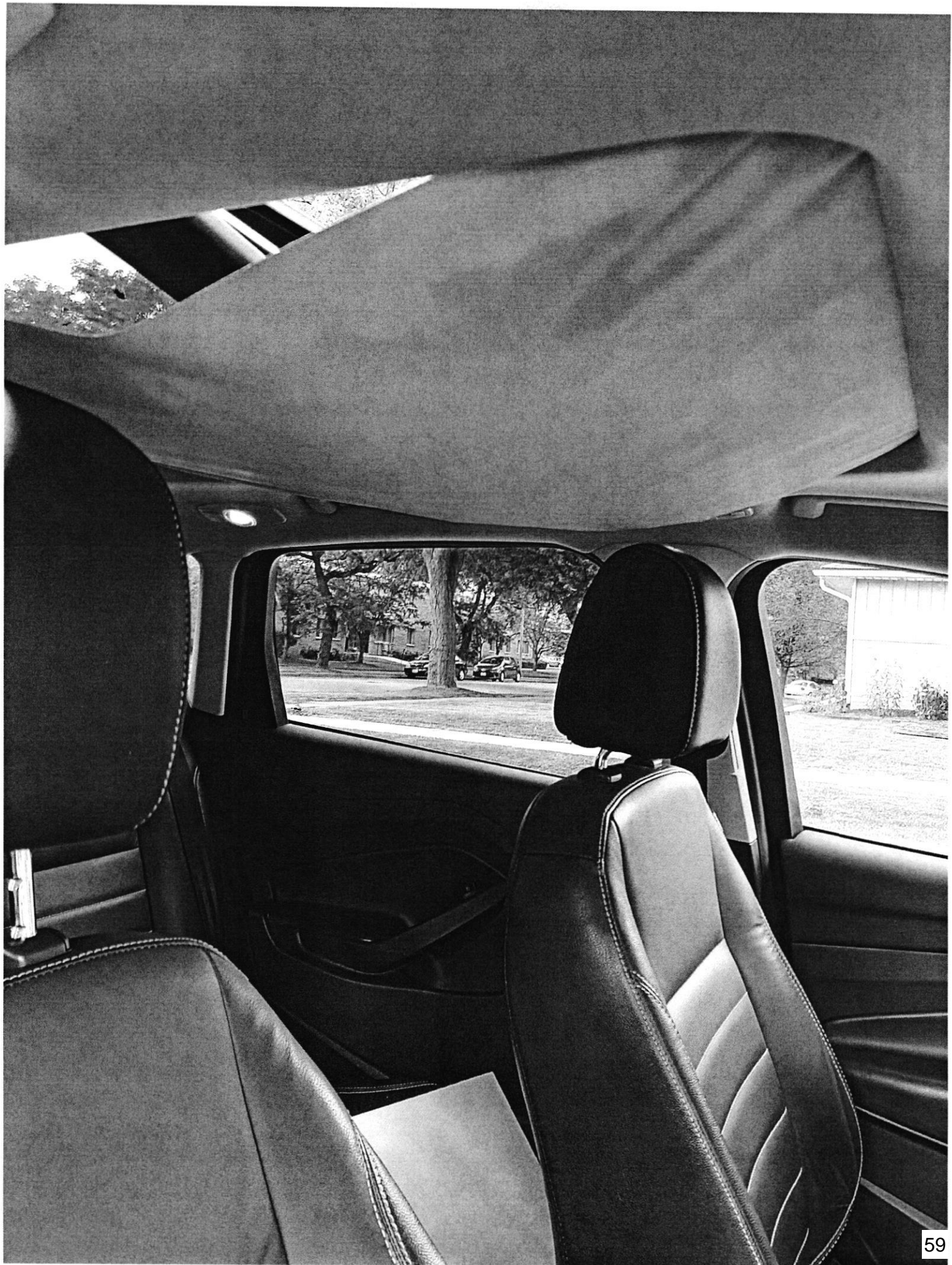
To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 6413.23

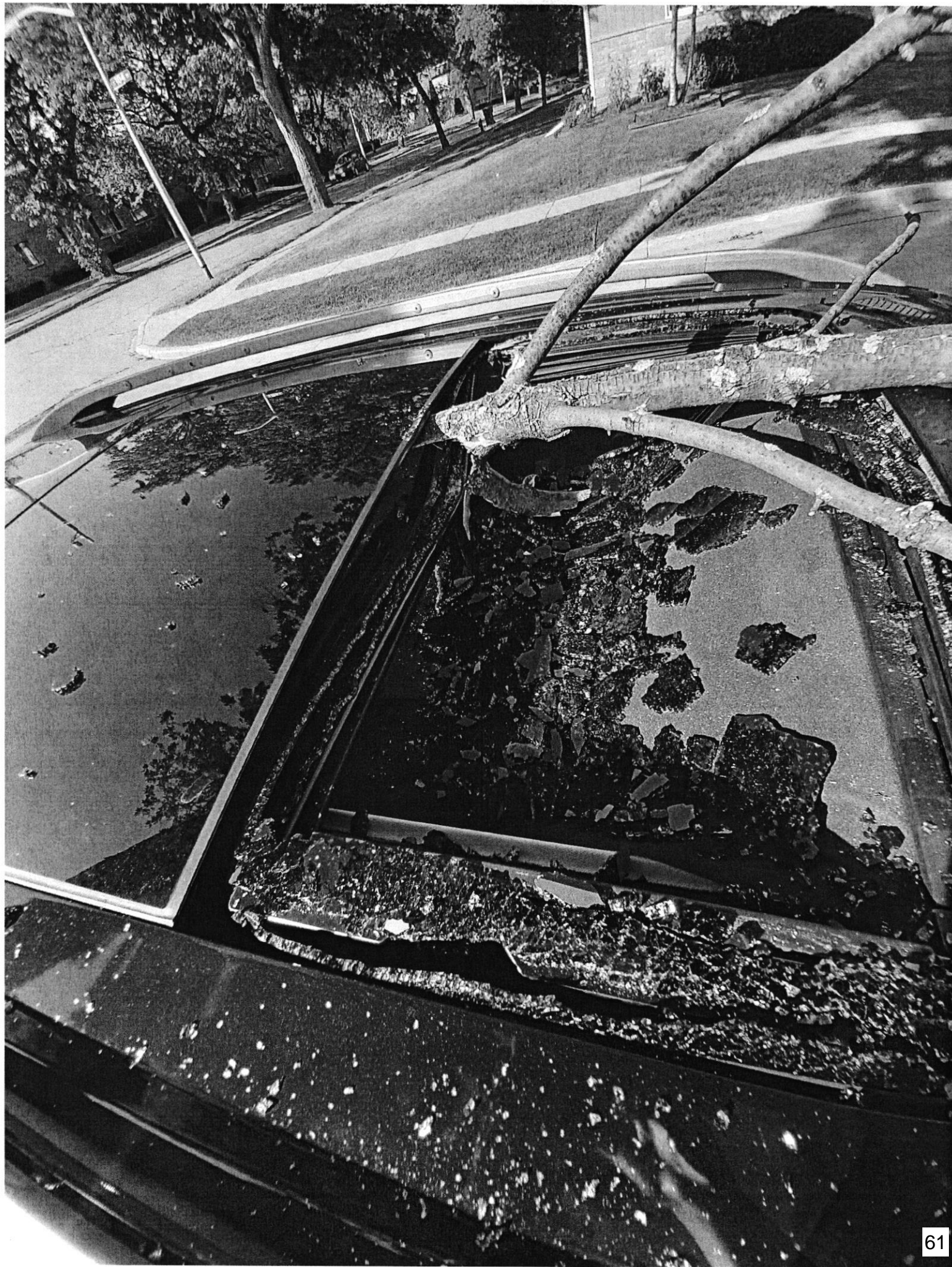
SAVE

PRINT



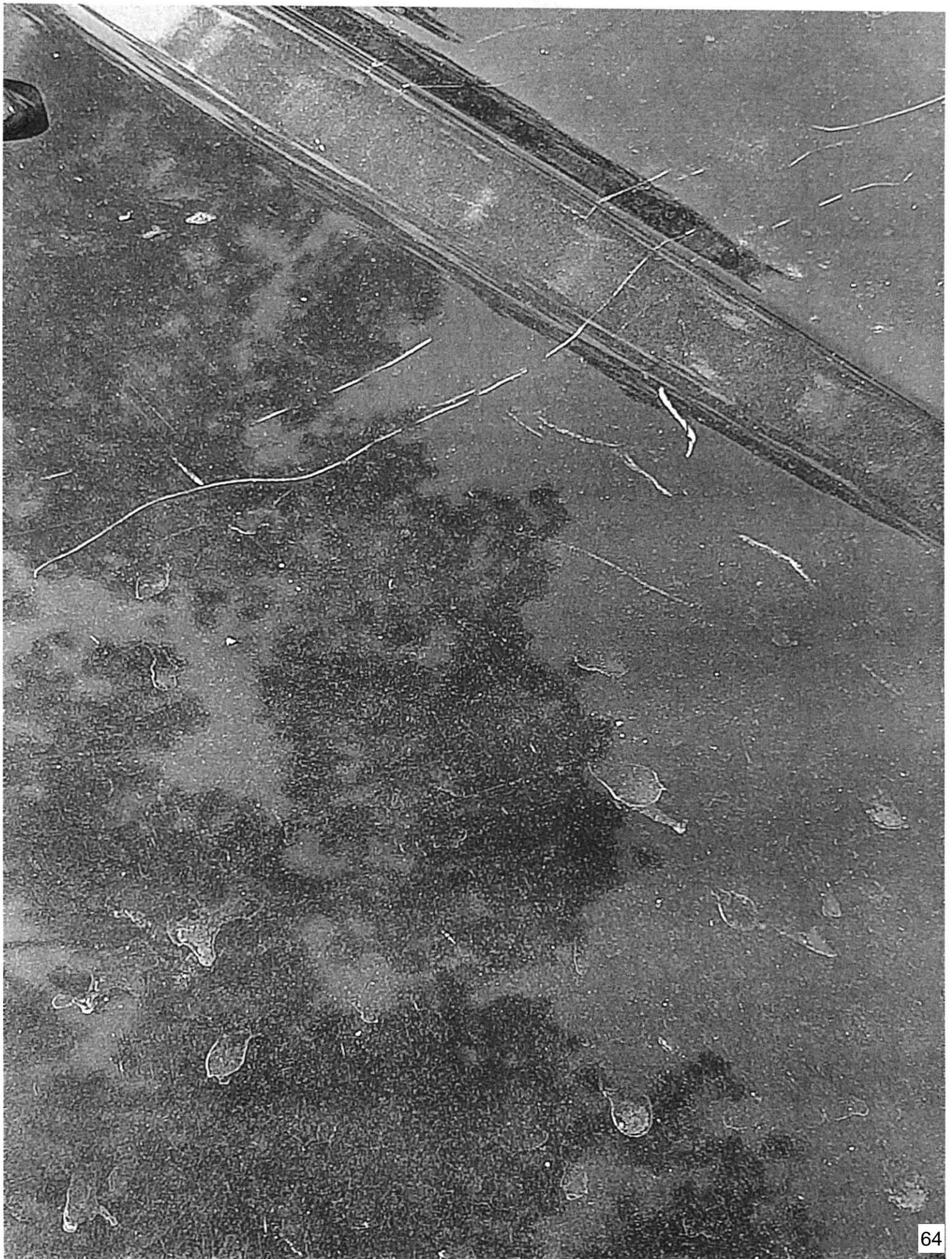




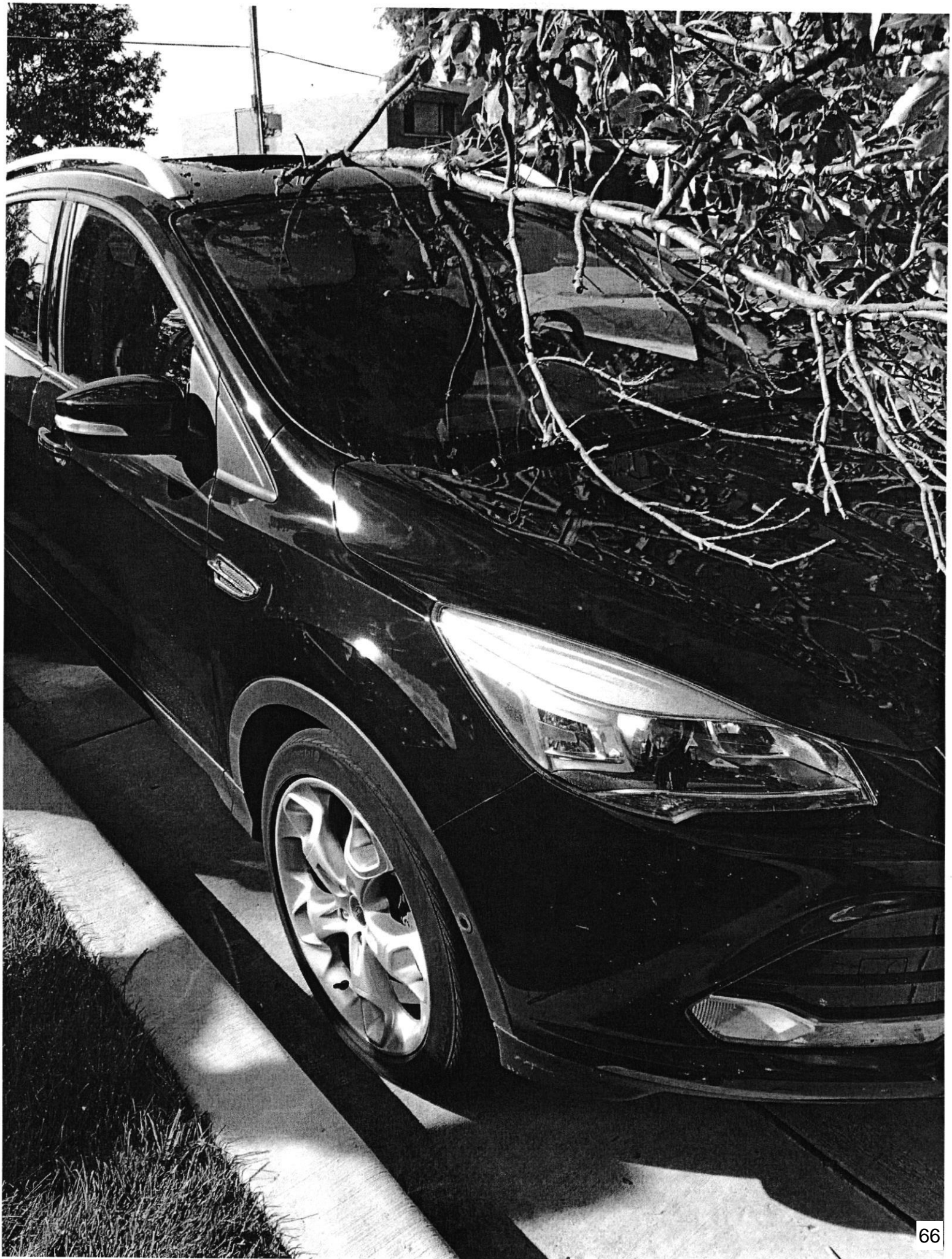




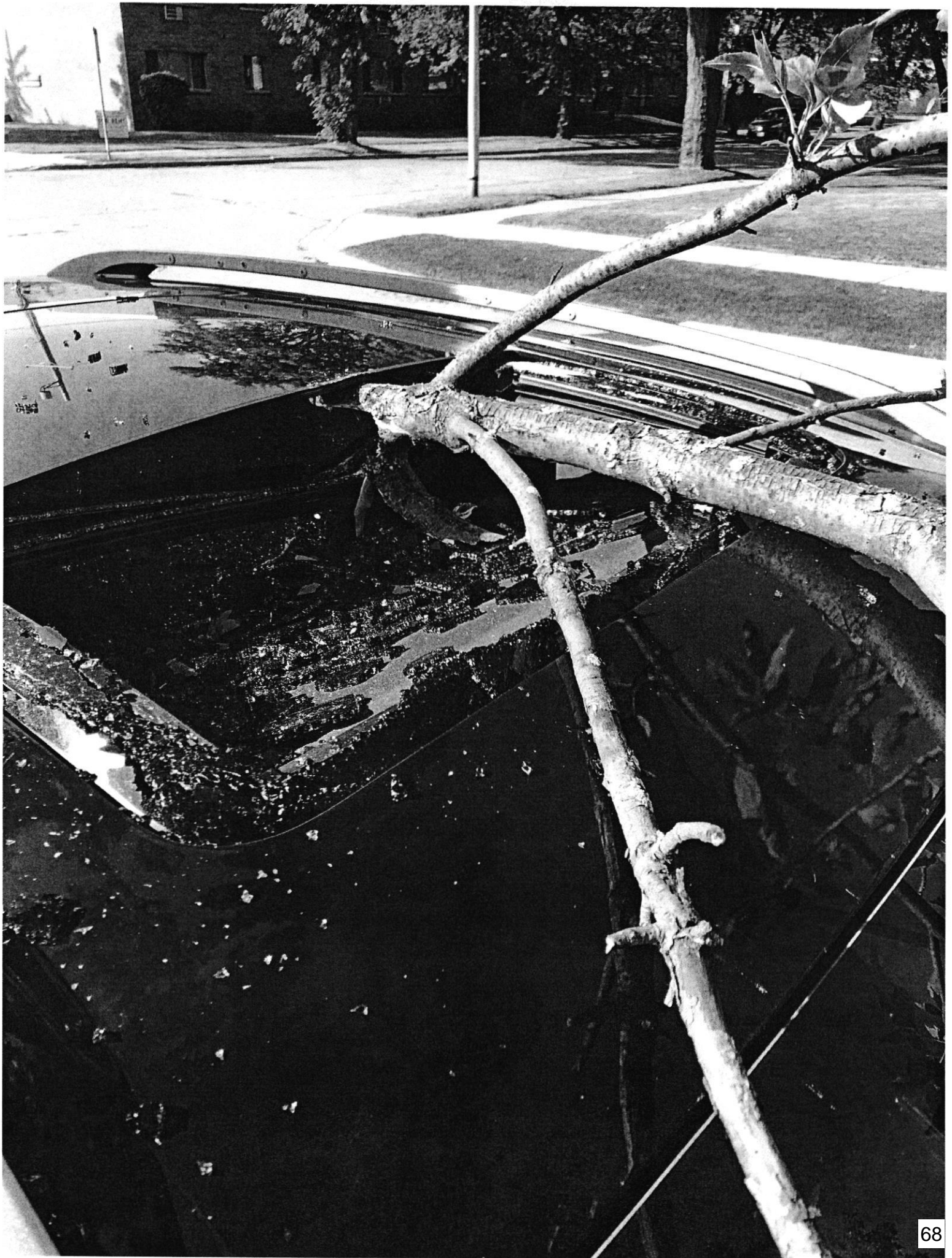






















Claim Summary	Task	Log Notes	Forms	Reinsurance	WIN
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CLAIM NUMBER

AM57534

LOSS DESCRIPTION

TREE FELL ON INSURED VEHICLE.

LOSS ITEM DETAIL

CLAIMANT NAME:	ANGELA M WAMBACH	RESERVE TYPE:	LOSS
UNIT DESCRIPTION:	2014 FORD ESCAPE	MAJOR PERIL:	ALL OTHER/COMPREHENSIVE
		CAUSE OF LOSS:	COMPREHENSIVE
		RESERVE CATEGORY:	GENERAL

TRANSACTION DATE	TRANSACTION TYPE	PAYEE(S)	DRAFT NUMBER	AMOUNT
07/09/2020	PAYMENT	MARSHALL AUTO BODY	0007721030	\$2,184.39
07/09/2020	VOID	MARSHALL AUTO BODY	0007721030	VOID
07/09/2020	PAYMENT	MARSHALL AUTO BODY AND ANGELA M WAMBACH AND STEVEN M WAMBACH	0007721032	\$2,184.39
07/20/2020	PAYMENT	MARSHALL AUTO BODY	0007727554	\$2,808.94
07/22/2020	PAYMENT	ENTERPRISE	EFT0053572	\$419.90
TOTAL PAYMENTS:				\$5,413.23

[Make Payment](#)
[Onset Payment](#)
[Normal Size](#)
[Claim Detail](#)
[Return to Summary](#)



Rental Company: ENTERPRISE RENT-A-CAR
 Invoice: D9LNHL8-4410
 Alternate Invoice Number: 9LNHL8

Bill To: WBD44T1
 WEST BEND MUTUAL
 ATTN: SUE STEPHEN
 1900 S 18TH AVE
 WEST BEND, WI 530958796

RENTER INFORMATION:

Renter: WAMBACH, ANGELA

RENTAL INFORMATION:

Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4410)
 1714 PARAMOUNT DRIVE
 WAUKESHA, WI 53186
 (262) 549-8106

ADDITIONAL CLAIM**INFORMATION:**

Claim Number :AM57534
 Claim Type: Insured
 Vehicle Condition: Non-Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2014 FORD
 OTHER|ESCAPE
 Additional Driver:

Repair Facility:

MARSHALL AUTO BODY
 WAUKESHA, WI 53186
 (262) 549-4300

RENTAL DETAIL:

Rental Period: 7/7/20 to 7/21/20 (15 days)

Billed Period: 7/7/20 to 7/21/20 (15 days)

	Quantity	Rate	Amount
Products and Services			
TIME & DISTANCE	15	25.74	\$386.10
REFUELING CHARGE	0	0.00	\$0.00
Taxes and Surcharges			
TITLE AND REGISTRATION FEES	15	0.92	\$13.80
SALES TAX	1	5.00%	\$20.00
Total Charges:			\$419.90
Less Amount Received:			\$0.00
Total Amount Due:			\$419.90

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
7/7/20 3:04 PM	2020	HYUN	ELAN	5NPD84LF6LH526089	19051	19360	309	\$25.74

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$419.90
 Less Amount Received: \$0.00
 Total Amount Due..... \$419.90

Please include on your check:
 Invoice: D9LNHL8-4410

MARSHALL AUTO BODY

22300 W BLUEMOUND RD, 22300 W Bluemound
Rd, WAUKESHA, WI 53186
Phone: (262) 549-4300
FAX: (262) 549-2080

Workfile ID: 83793634
PartsShare: 5TbDMG
Federal ID: 39-1417071

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

Written By: Ryan Martin, 7/7/2020 4:21:44 PM
Adjuster: STEPHEN, SUE, (262) 338-5040 Business

Insured: WAMBACH, ANGELA
Type of Loss: Comprehensive
Point of Impact: 14 Unknown

Policy #:
Date of Loss: 7/6/2020 12:00 PM

Claim #: AM57534-1
Days to Repair: 0

Owner:

WAMBACH, ANGELA
2319 N UNIVERSITY DR
WAUKESHA, WI 53188
[REDACTED]
[REDACTED]

Inspection Location:

MARSHALL AUTO BODY
22300 W BLUEMOUND RD
22300 W Bluemound Rd
WAUKESHA, WI 53186
Repair Facility
(262) 549-4300 Day

Insurance Company:

WEST BEND MUTUAL INSURANCE COMPANY
WEST BEND STAFF
WEST BEND

VEHICLE

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: [REDACTED]	Interior Color: Black	Mileage In: 45,686	Vehicle Out:
License: 603RDM	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 7/2014	Condition:	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Backup Camera

Parking Sensors

Remote Starter

Home Link

RADIO

AM 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

Positraction

Luggage/Roof Rack

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors

TRUCK

Power Trunk/Gate Release

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Air Conditioning

FM Radio

ROOF

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	*	Rpr Hood				1.5	2.8
3		Add for Clear Coat					1.1
4	R&I	R&I hood assy				0.5	
5	R&I	Insulator				0.3	
6		ELECTRICAL					
7	R&I	Antenna w/o HD radio				1.1	
8	*	R&I Antenna mast				Incl.	
9		WINDSHIELD					
10	R&I	RT Washer nozzle				0.2	
11	R&I	LT Washer nozzle				0.2	
12	**	Repl A/M Windshield FORD, w/electrochromatic mirror w/rain sensor	CJ5Z7803100B	1	<u>235.00</u>	3.0	
13	R&I	Mirror inside electrochromatic				Incl.	
14	R&I	RT Wiper arm				Incl.	
15	R&I	LT Wiper arm				Incl.	
16		COWL					
17	R&I	Cowl grille				Incl.	
18		ROOF					
19		O/H sunroof assy				3.7	
20	*	Repl LKQ Sunshade to 06/09/2016	CJ5Z78519A02AB	1	<u>Incl.</u>	<u>Incl.</u>	
21	*	Repl LKQ Rear glass Ford +25%	CJ5Z78500A18B	1	<u>243.75</u>	<u>Incl.</u>	
22	R&I	RT R&I luggage rack as an assy				0.6	
23	*	Rpr Roof panel				4.5	3.6
24		Overlap Major Non-Adj. Panel					-0.2
25		Add for Clear Coat					0.7
26	R&I	RT Roof molding				0.4	
27	R&I	LT Roof molding				0.4	
28	*	Repl LKQ Housing to 06/09/2016 +25%	CJ5Z78502C22B	1	<u>250.00</u>	<u>Incl.</u>	
29	R&I	LT R&I luggage rack as an assy				0.6	
30	R&I	R&I headliner				3.1	
31		Deduct for Overlap				-0.7	
32	#	corrosion protection		1	20.00		
33	#	Cover Car		1	10.00		
34	#	Haz. Waste Disposal		1	5.00		
35	#	Leak Test - sunroof / windshield		1		0.5	
36	#	Rpr Pre Scan				0.5 M	
37	#	Rpr Post Scan				0.5 M	
38	#	Urethane Kit		1	25.00	G	
39	#	Pre & Post Cleaning for Covid-19		1	15.00	1.0	
40	#	Glass Cleanup		1		1.0	

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

41		OTHER CHARGES			
42	#	Towing	1	0.00	
		SUBTOTALS		803.75	22.9 8.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			803.75
Body Labor	21.9 hrs @	\$ 60.00 /hr	1,314.00
Paint Labor	8.0 hrs @	\$ 60.00 /hr	480.00
Mechanical Labor	1.0 hrs @	\$ 115.00 /hr	115.00
Paint Supplies	8.0 hrs @	\$ 40.00 /hr	320.00
Subtotal			3,032.75
Sales Tax	\$ 3,032.75 @	5.0000 %	151.64
Grand Total			3,184.39
Deductible			1,000.00
CUSTOMER PAY			1,000.00
INSURANCE PAY			2,184.39

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SUNROOF

Claim Reference Id: AM57534-1

File Name: PHOTO1

File Date: 07/07/2020

Label: SUNROOF

Note: Owner: ANGELA, WAMBACH | Style: 2014, FORD, Escape
Titanium
FWD | Insured: ANGELA, WAMBACH | Loss Date: 07/06/20
20 | Claim Representative: STEPHEN | Shop Name: MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



RT FRONT

Claim Reference Id: AM57534-1

File Name: PHOTO2

File Date: 07/07/2020

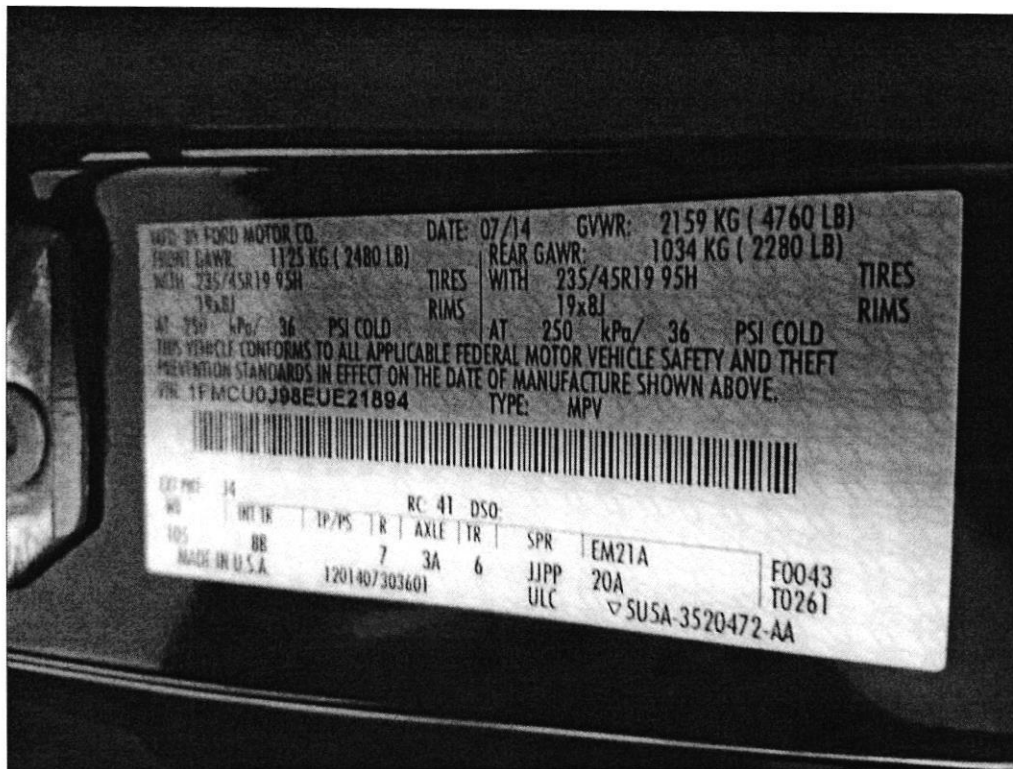
Label: RT FRONT

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



VIN

Claim Reference Id: AM57534-1

File Name: PHOTO3

File Date: 07/07/2020

Label: VIN

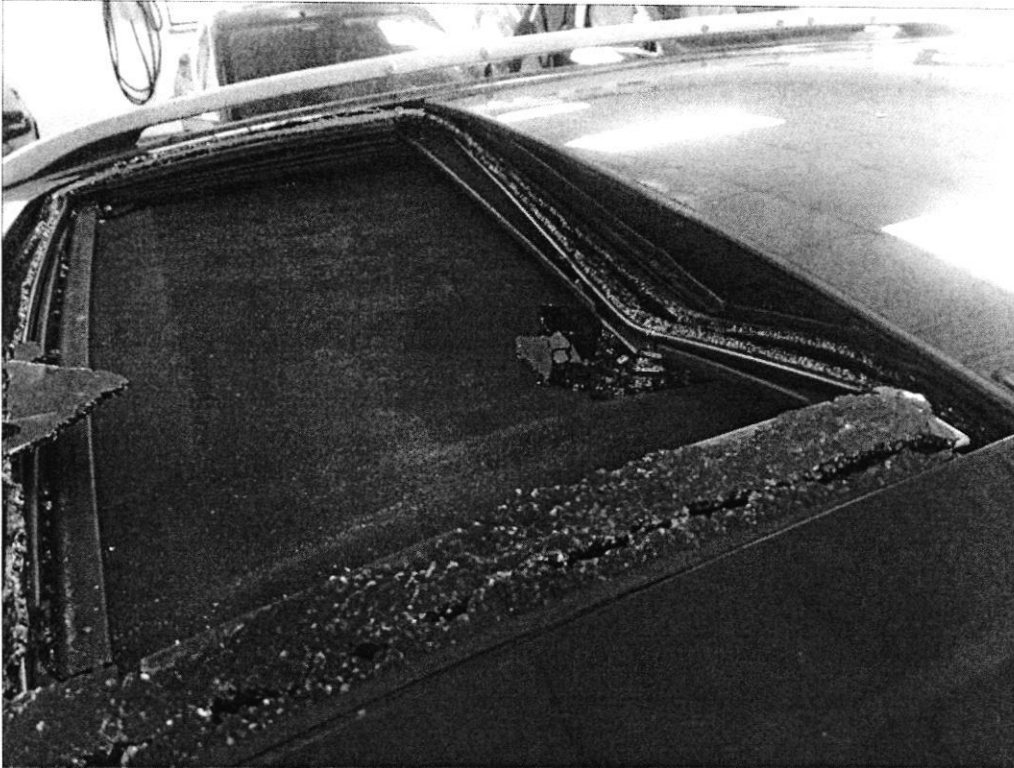
Note: Owner: ANGELA, WAMBACH | Style: 2014, FORD, Escape Titanium

FWD | Insured: ANGELA, WAMBACH | Loss Date: 07/06/2020 | Claim Representative: STEPHEN | Shop Name: MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



SUNROOF DMG

Claim Reference Id: AM57534-1

File Name: PHOTO4

File Date: 07/07/2020

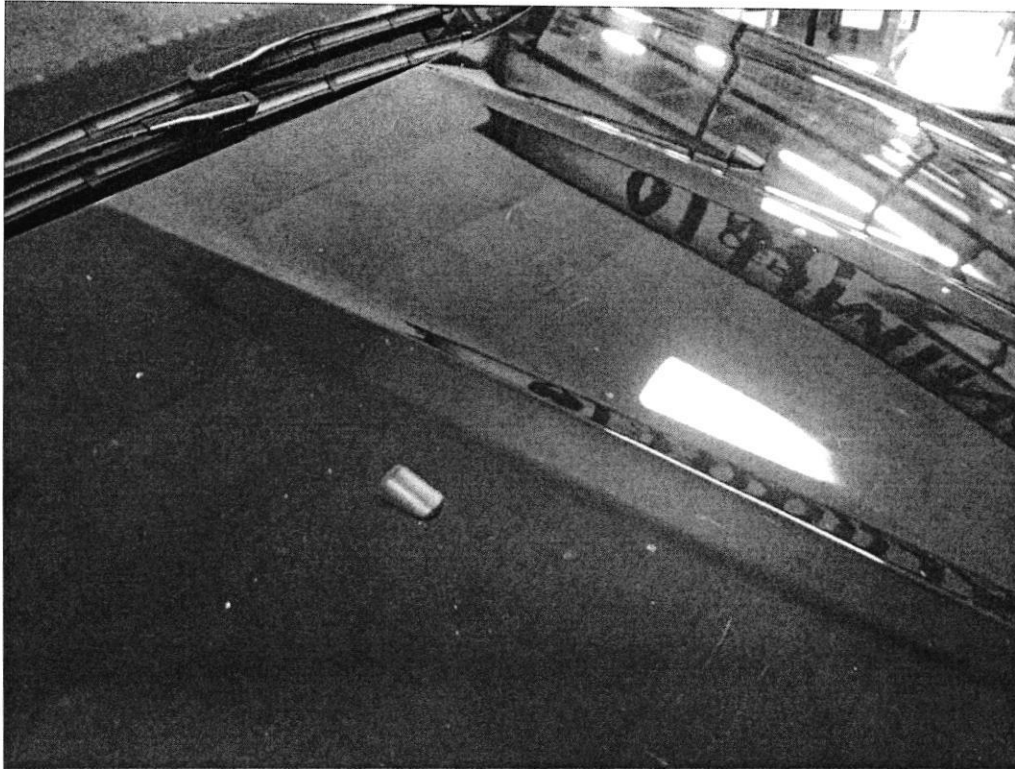
Label: SUNROOF DMG

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



HOOD DMG

Claim Reference Id: AM57534-1

File Name: PHOTO5

File Date: 07/07/2020

Label: HOOD DMG

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



INTERIOR

Claim Reference Id: AM57534-1

File Name: PHOTO6

File Date: 07/07/2020

Label: INTERIOR

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



RT REAR

Claim Reference Id: AM57534-1

File Name: PHOTO7

File Date: 07/07/2020

Label: RT REAR

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium

FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



LT FRONT

Claim Reference Id: AM57534-1

File Name: PHOTO8

File Date: 07/07/2020

Label: LT FRONT

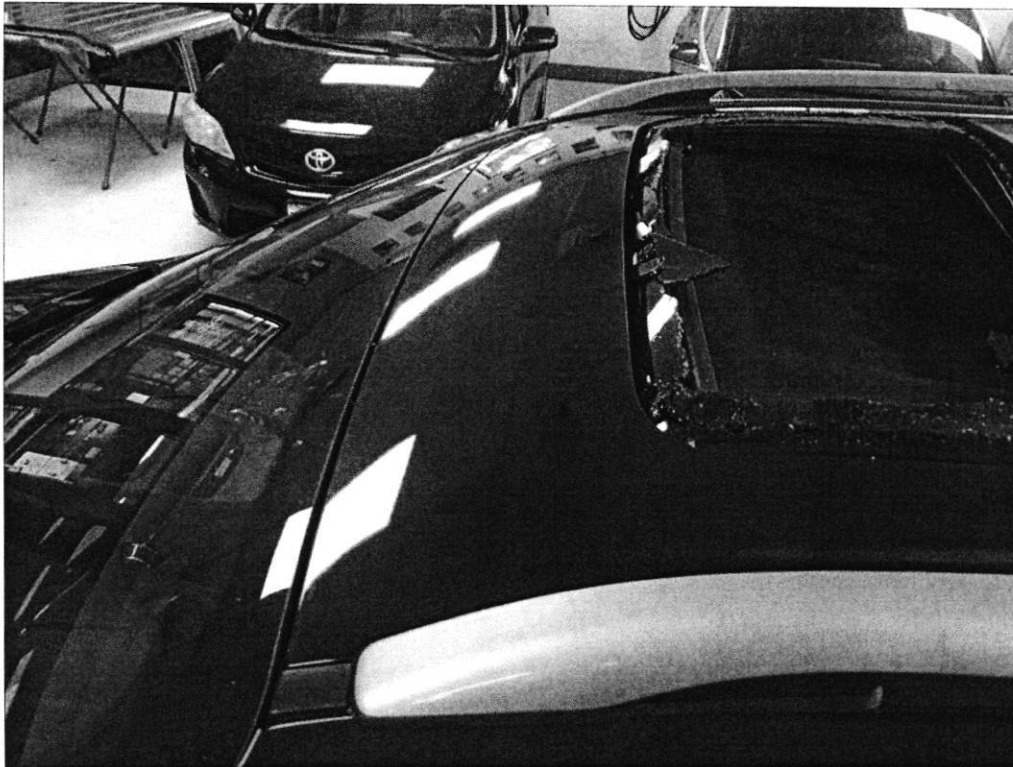
Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium

FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



ROOF DMG

Claim Reference Id: AM57534-1

File Name: PHOTO9

File Date: 07/07/2020

Label: ROOF DMG

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



HOOD DMG

Claim Reference Id: AM57534-1

File Name: PHOTO10

File Date: 07/07/2020

Label: HOOD DMG

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



SUNROOF DMG

Claim Reference Id: AM57534-1

File Name: PHOTO11

File Date: 07/07/2020

Label: SUNROOF DMG

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium

FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



SUNROOF DMG

Claim Reference Id: AM57534-1

File Name: PHOTO12

File Date: 07/07/2020

Label: SUNROOF DMG

Note: Owner: ANGELA, WAMBACH | Style: 2014, FORD, Escape
Titanium
FWD | Insured: ANGELA, WAMBACH | Loss Date: 07/06/20
20 | Claim Representative: STEPHEN | Shop Name: MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



REAR

Claim Reference Id: AM57534-1

File Name: PHOTO13

File Date: 07/07/2020

Label: REAR

Note: Owner: ANGELA, WAMBACH | Style: 2014, FORD, Escape Titanium

FWD | Insured: ANGELA, WAMBACH | Loss Date: 07/06/2020 | Claim Representative: STEPHEN | Shop Name: MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



ROOF

Claim Reference Id: AM57534-1

File Name: PHOTO14

File Date: 07/07/2020

Label: ROOF

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium

FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



FRONT

Claim Reference Id: AM57534-1

File Name: PHOTO15

File Date: 07/07/2020

Label: FRONT

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



LT REAR

Claim Reference Id: AM57534-1

File Name: PHOTO16

File Date: 07/07/2020

Label: LT REAR

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium

FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



WINDSHILED & ROOF DMG

Claim Reference Id: AM57534-1

File Name: PHOTO17

File Date: 07/07/2020

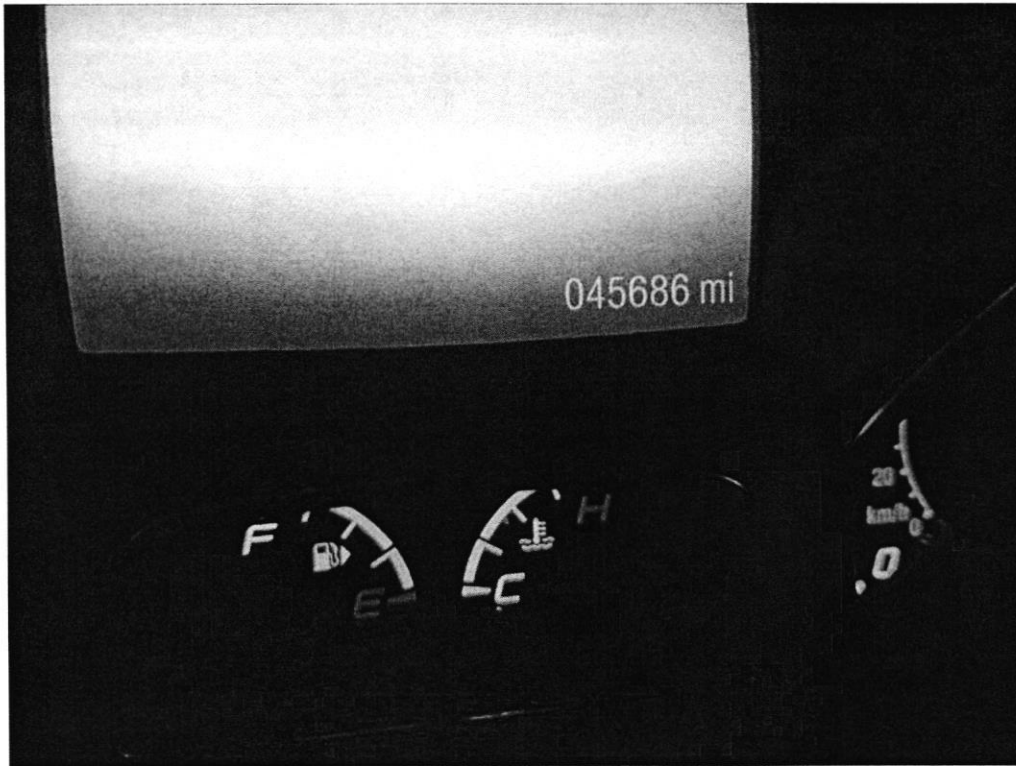
Label: WINDSHILED & ROOF DMG

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01



MILAGE

Claim Reference Id: AM57534-1

File Name: PHOTO18

File Date: 07/07/2020

Label: MILAGE

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium

FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Ryan Martin

Estimate Indicator: E01

MARSHALL AUTO BODY
22300 W BLUEMOUND RD, 22300 W Bluemound
Rd, WAUKESHA, WI 53186
Phone: (262) 549-4300
FAX: (262) 549-2080

Workfile ID: 83793634
PartsShare: 5TbDMG
Federal ID: 39-1417071

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

Written By: Austin Aliota, 7/20/2020 3:17:39 PM
Adjuster: STEPHEN, SUE [REDACTED]

Insured: WAMBACH, ANGELA
Type of Loss: Comprehensive
Point of Impact: 14 Unknown

Policy #: [REDACTED]
Date of Loss: 7/6/2020 12:00 PM

Claim #: AM57534-1
Days to Repair: 0

Owner:

WAMBACH, ANGELA
2319 N UNIVERSITY DR
WAUKESHA, WI 53188
[REDACTED]
[REDACTED]

Inspection Location:

MARSHALL AUTO BODY
22300 W BLUEMOUND RD
22300 W Bluemound Rd
WAUKESHA, WI 53186
Repair Facility
(262) 549-4300 Day

Insurance Company:

WEST BEND MUTUAL INSURANCE COMPANY
WEST BEND STAFF
WEST BEND

VEHICLE

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: [REDACTED]	Interior Color: Black	Mileage In: 45,686	Vehicle Out: 7/21/2020
License: 603RDM	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 7/2014	Condition:	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Backup Camera

Parking Sensors

Remote Starter

Home Link

RADIO

AM 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

Positraction

Luggage/Roof Rack

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors

TRUCK

Power Trunk/Gate Release

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Air Conditioning

FM Radio

ROOF

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	*	Rpr Hood				1.5	2.8
3		Add for Clear Coat					1.1
4		R&I R&I hood assy				0.5	
5		R&I Insulator				0.3	
6		FENDER					
7	S01	R&I LT Upper molding				0.2	
8		ELECTRICAL					
9		R&I Antenna w/o HD radio				1.1	
10	*	R&I Antenna mast				Incl.	
11		WINDSHIELD					
12		R&I RT Washer nozzle				0.2	
13		R&I LT Washer nozzle				0.2	
14	**	Repl A/M Windshield FORD, w/electrochromatic mirror w/rain sensor	CJ5Z7803100B	1	<u>235.00</u>	3.0	
15		R&I Mirror inside electrochromatic				Incl.	
16		R&I RT Wiper arm				Incl.	
17		R&I LT Wiper arm				Incl.	
18	S01	Repl Rain sensor lower cover	CJ5Z17D550AD	1	14.42	Incl.	
19	S01	Repl Rain sensor upper cover	CJ5Z17D550AC	1	6.68	Incl.	
20	*	S02 Repl Rain sensor retainer	CV6Z17A038A	1	<u>10.38</u>		
21	S01	Repl Rain sensor	BK2Z17D547A	1	58.42 m	0.2	
22	#	S01 Repl Rain sensor gel	BV6Z19E523A	1	34.00		
23		COWL					
24		R&I Cowl grille				Incl.	
25		INSTRUMENT PANEL					
26	S01	R&I Glove box assy charcoal Note: to unplug headliner				0.4	
27		ROOF					
28		O/H sunroof assy				3.7	
29	*	Repl LKQ Sunshade to 06/09/2016	CJ5Z78519A02AB	1	<u>Incl.</u>	<u>Incl.</u>	
30	*	Repl LKQ Rear glass Ford +25%	CJ5Z78500A18B	1	<u>243.75</u>	<u>Incl.</u>	
31		R&I RT R&I luggage rack as an assy				0.6	
32	*	S03 Rpr Roof panel				8-0	3.6
33		Overlap Major Non-Adj. Panel					-0.2
34		Add for Clear Coat					0.7
35	*	S02 Repl RT Roof molding	CJ5Z7850462AC	1	<u>308.88</u>	0.4	
36	*	Repl LKQ Housing to 06/09/2016 +25%	CJ5Z78502C22B	1	<u>250.00</u>	<u>Incl.</u>	
37		R&I LT R&I luggage rack as an assy				0.6	
38	S01	Repl Headliner w/sunroof w/electrochromatic mirror	CJ5Z7851916DC	1	1,531.52	3.5	

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

39		S01	Deduct for Overlap				-0.7	
40	#		corrosion protection	1	20.00			
41	#		Cover Car	1	10.00			
42	#		Haz. Waste Disposal	1	5.00			
43	#		Leak Test - sunroof / windshield	1			0.5	
44	#	Rpr	Pre Scan				0.5	M
45	#	Rpr	Post Scan				0.5	M
46	#		Urethane Kit	1	25.00			G
47	#		Pre & Post Cleaning for Covid-19	1	15.00		1.0	
48	#		Glass Cleanup	1			1.0	
49	*	S02	Repl LT Roof molding	CJ5Z7850463AB	1	<u>308.88</u>	0.4	
50	*	S01	R&I RT Pull handle front				<u>Incl.</u>	
51	*	S01	R&I LT Pull handle front				<u>Incl.</u>	
52	*	S01	R&I RT Pull handle rear				<u>Incl.</u>	
53	*	S01	R&I LT Pull handle rear				<u>Incl.</u>	
54		S01	R&I RT Sunvisor w/o sunroof w/o illumination				<u>Incl.</u>	
55		S01	R&I LT Sunvisor w/o sunroof w/o illumination				<u>Incl.</u>	
56	*	S01	R&I Dome lamp front				<u>Incl.</u>	
57	*	S01	R&I Dome lamp rear				<u>Incl.</u>	
58	*	S01	R&I RT Reading Imp assy front				<u>Incl.</u>	
59	*	S01	R&I LT Reading Imp assy front				<u>Incl.</u>	
60	*	S01	R&I RT Reading Imp assy rear				<u>Incl.</u>	
61	*	S01	R&I LT Reading Imp assy rear				<u>Incl.</u>	
62			PILLARS, ROCKER & FLOOR					
63	*	S03	Rpr LT Aperture panel Polish scuffs			s	2.0	0.0
64	#	S04	FINAL BILL	1				
65			OTHER CHARGES					
66	#		Towing	1	0.00			
			SUBTOTALS		3,076.93		29.6	8.0

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,076.93
Body Labor	28.6 hrs @	\$ 60.00 /hr	1,716.00
Paint Labor	8.0 hrs @	\$ 60.00 /hr	480.00
Mechanical Labor	1.0 hrs @	\$ 115.00 /hr	115.00
Paint Supplies	8.0 hrs @	\$ 40.00 /hr	320.00
Subtotal			5,707.93
Sales Tax	\$ 5,707.93 @	5.0000 %	285.40
Grand Total			5,993.33
Deductible			1,000.00
CUSTOMER PAY			1,000.00
INSURANCE PAY			4,993.33

Supplement of Record 4 with Summary

Customer: **WAMBACH, ANGELA**

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
64	#	S04	FINAL BILL	1			
SUBTOTALS					0.00	0.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			0.00
Subtotal			0.00

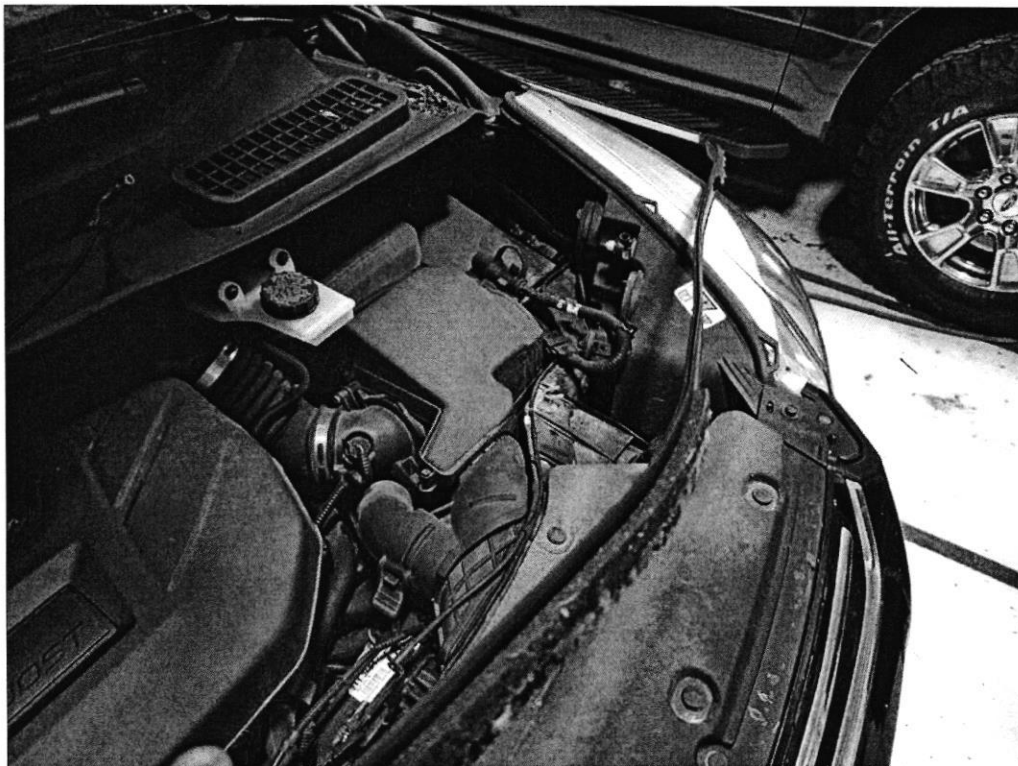
CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,184.39	Ryan Martin
Supplement S01	2,325.99	Austin Aliota
Supplement S02	461.95	Austin Aliota
Supplement S03	21.00	Austin Aliota
Supplement S04	0.00	Austin Aliota

Job Total:	\$	5,993.33
CUSTOMER PAY:	\$	1,000.00
INSURANCE PAY:	\$	4,993.33

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RP104812582020-07-10 10.35.56

Claim Reference Id: AM57534-1

File Name: PHOTO19

File Date: 07/10/2020

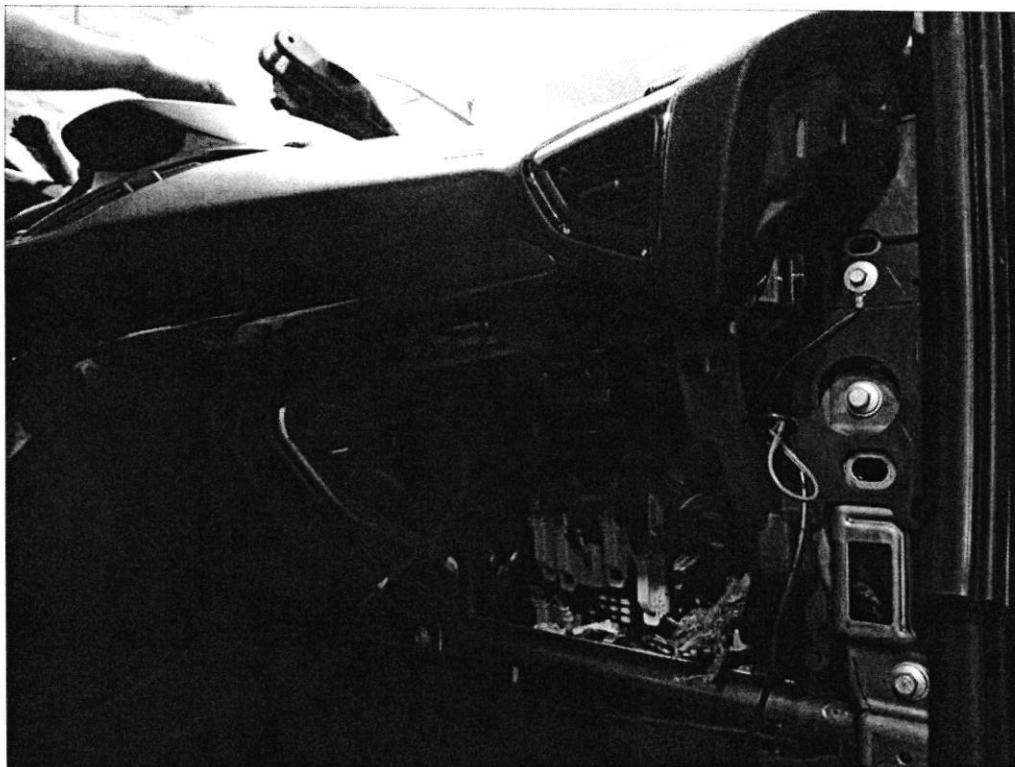
Label: RP104812582020-07-10 10.35.56

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



Glovebox r&l

Claim Reference Id: AM57534-1

File Name: PHOTO20

File Date: 07/10/2020

Label: Glovebox r&l

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



Mirror Covers broken

Claim Reference Id: AM57534-1

File Name: PHOTO21

File Date: 07/10/2020

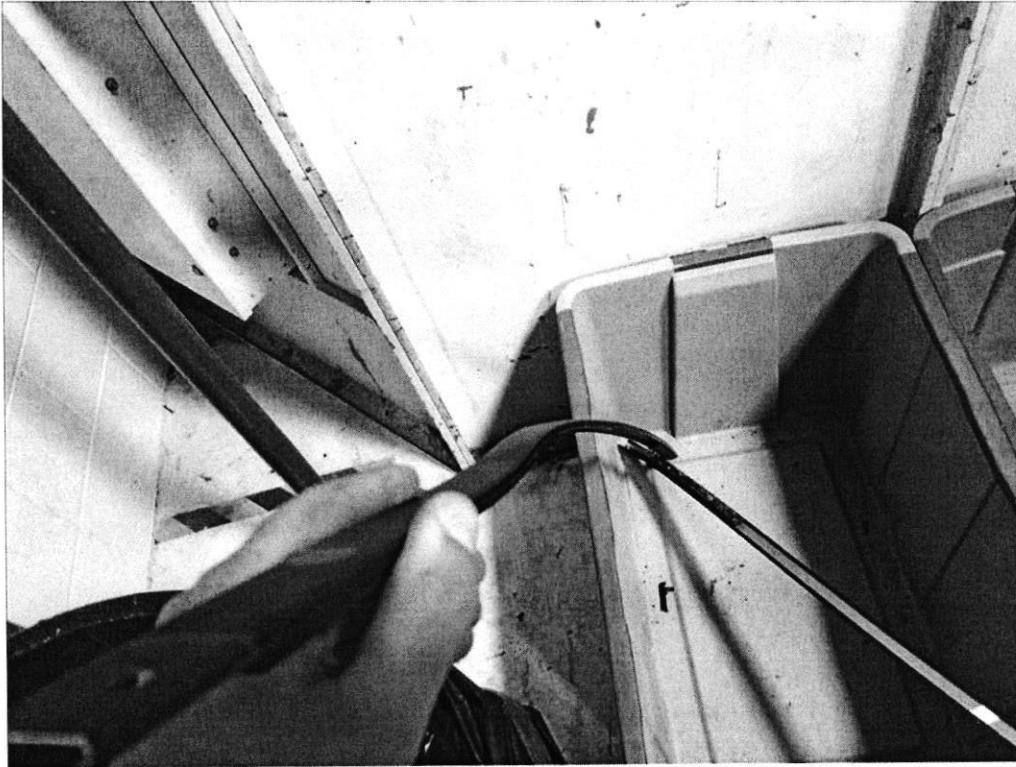
Label: Mirror Covers broken

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



RP104813022020-07-10 10.36.18

Claim Reference Id: AM57534-1

File Name: PHOTO22

File Date: 07/10/2020

Label: RP104813022020-07-10 10.36.18

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



RP104811772020-07-10 10.34.58

Claim Reference Id: AM57534-1

File Name: PHOTO23

File Date: 07/10/2020

Label: RP104811772020-07-10 10.34.58

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



RP104813412020-07-10 10.48.37

Claim Reference Id: AM57534-1

File Name: PHOTO24

File Date: 07/10/2020

Label: RP104813412020-07-10 10.48.37

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



RP104810992020-07-10 10.34.54

Claim Reference Id: AM57534-1

File Name: PHOTO25

File Date: 07/10/2020

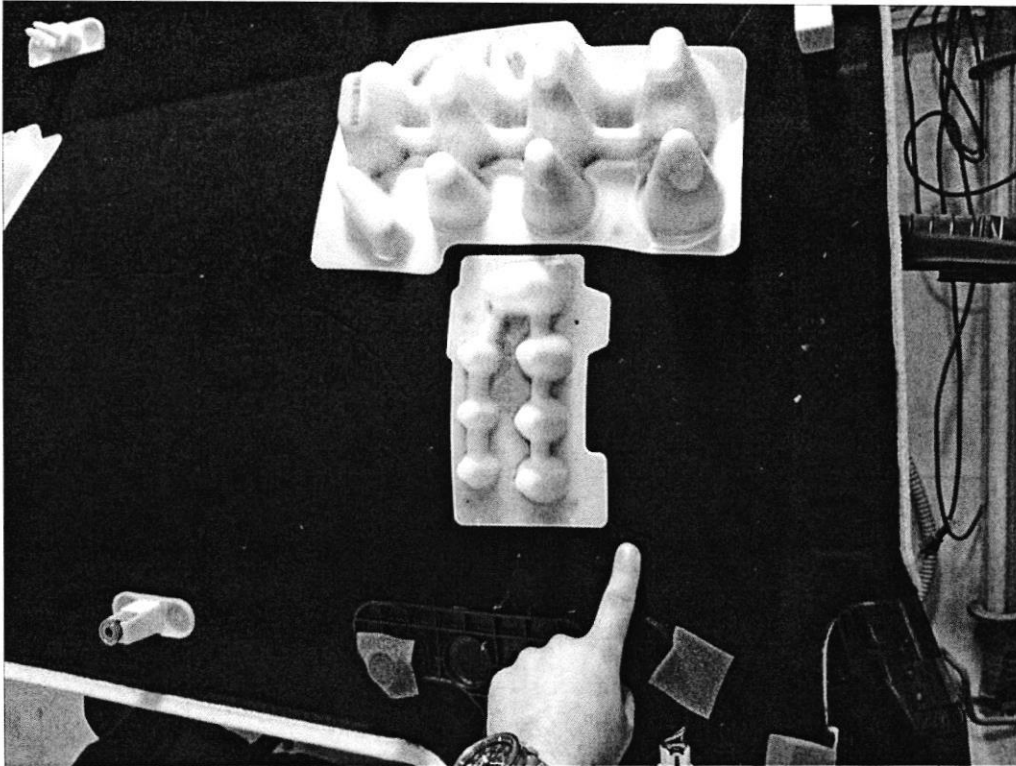
Label: RP104810992020-07-10 10.34.54

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



Creased headliner from

Claim Reference Id: AM57534-1

File Name: PHOTO26

File Date: 07/10/2020

Label: Creased headliner from large amount

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S01



Roof repairs

Claim Reference Id: AM57534-1

File Name: PHOTO28

File Date: 07/17/2020

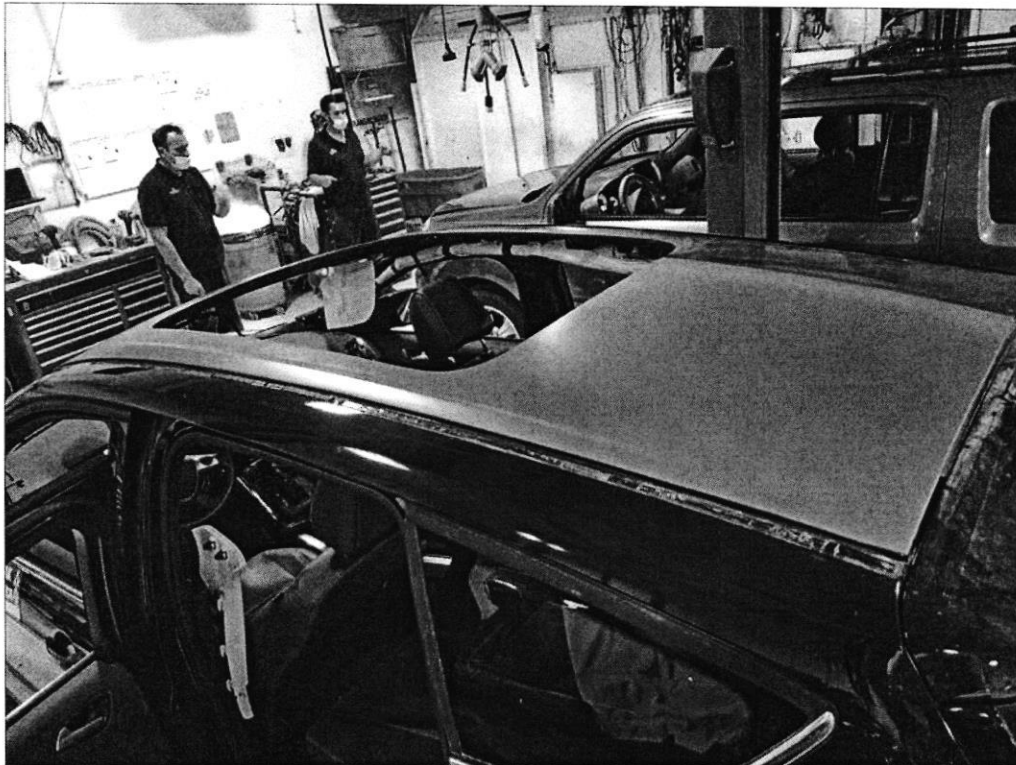
Label: Roof repairs

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S03



In process repairs

Claim Reference Id: AM57534-1

File Name: PHOTO29

File Date: 07/17/2020

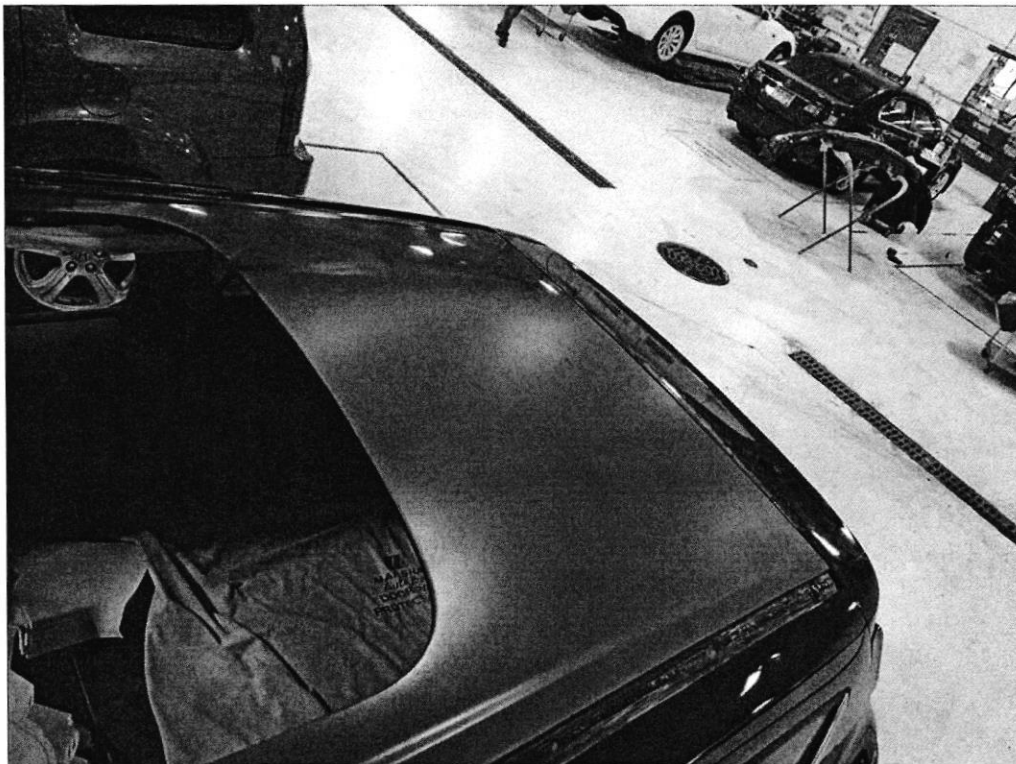
Label: In process repairs

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S03



Roof repairs

Claim Reference Id: AM57534-1

File Name: PHOTO30

File Date: 07/17/2020

Label: Roof repairs

Note: Owner:ANGELA,WAMBACH|Style:2014,FORD,Escape
Titanium
FWD|Insured:ANGELA,WAMBACH|LossDate:07/06/20
20|ClaimRepresentative:STEPHEN|ShopName:MAR

Photo Location: MARSHALL AUTO BODY

Photo Taken By: Austin Aliota

Estimate Indicator: S03



CLAIMANT CONTACT INFORMATION

Name: West Bend Mutual Ins. Co.
Address: c/o Attorney Kevin Roach
10425 W. North Ave., Ste. 314
Milwaukee, WI 53226

Phone: [REDACTED]

Email: [REDACTED]

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: 7/6/20

Time of day: _____

Location: 2807 S. 104th St., 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.

The City of West Allis was negligent in the maintenance and failure to properly care for a tree on their property. As a result, West Bend's insureds, Angela and Steven Wambach, sustained damages to their vehicle in the amount of \$6413.23 when a branch fell on it.

Check one:

☒

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

☐

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

Signed: _____

Date: 8-31-20

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: \$ 6413.23

SAVE

PRINT

RECEIVED

SEP 03 2020

CITY OF WEST ALLIS
CITY CLERK

Claim Summary	Task	Log Notes	Forms	Reinsurance	WIN
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CLAIM NUMBER

AM57534

LOSS DESCRIPTION

TREE FELL ON INSURED VEHICLE.

LOSS ITEM DETAIL

CLAIMANT NAME:	ANGELA M WAMBACH	RESERVE TYPE:	LOSS
UNIT DESCRIPTION:	2014 FORD ESCAPE	MAJOR PERIL:	ALL OTHER/COMPREHENSIVE
		CAUSE OF LOSS:	COMPREHENSIVE
		RESERVE CATEGORY:	GENERAL

TRANSACTION DATE	TRANSACTION TYPE	PAYEE(S)	DRAFT NUMBER	AMOUNT
07/09/2020	PAYMENT	MARSHALL AUTO BODY	0007721030	\$2,184.39
07/09/2020	VOID	MARSHALL AUTO BODY	0007721030	VOID
07/09/2020	PAYMENT	MARSHALL AUTO BODY AND ANGELA M WAMBACH AND STEVEN M WAMBACH	0007721032	\$2,184.39
07/20/2020	PAYMENT	MARSHALL AUTO BODY	0007727554	\$2,808.94
07/22/2020	PAYMENT	ENTERPRISE	EFT0053572	\$419.90
TOTAL PAYMENTS:				\$5,413.23

[Make Payment](#)
[Onset Payment](#)
[Printer Friendly](#)
[Claim Detail](#)
[Return to Summary](#)

MARSHALL AUTO BODY

22300 W BLUEMOUND RD, 22300 W Bluemound
Rd, WAUKESHA, WI 53186
Phone: (262) 549-4300
FAX: (262) 549-2080

Workfile ID: 83793634
PartsShare: 5TbDMG
Federal ID: 39-1417071

Estimate of Record**Customer: WAMBACH, ANGELA****Job Number:**

Written By: Ryan Martin, 7/7/2020 4:21:44 PM
Adjuster: STEPHEN, SUE, (262) 338-5040 Business

Insured: WAMBACH, ANGELA
Type of Loss: Comprehensive
Point of Impact: 14 Unknown

Policy #:
Date of Loss: 7/6/2020 12:00 PM

Claim #: AM57534-1
Days to Repair: 0

Owner:

WAMBACH, ANGELA
2319 N UNIVERSITY DR
WAUKESHA, WI 53188

Inspection Location:

MARSHALL AUTO BODY
22300 W BLUEMOUND RD
22300 W Bluemound Rd
WAUKESHA, WI 53186
Repair Facility
(262) 549-4300 Day

Insurance Company:

WEST BEND MUTUAL INSURANCE COMPANY
WEST BEND STAFF
WEST BEND

VEHICLE

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline-Direct Injection Blue

VIN: [REDACTED]	Interior Color: Black	Mileage In: 45,686	Vehicle Out:
License: [REDACTED]	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 7/2014	Condition:	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors
Remote Starter
Home Link
RADIO
AM 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
Positraction

Luggage/Roof Rack

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors

TRUCK

Power Trunk/Gate Release

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Air Conditioning

FM Radio

ROOF

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	*	Rpr Hood				1.5	2.8
3		Add for Clear Coat					1.1
4	R&I	R&I hood assy				0.5	
5	R&I	Insulator				0.3	
6		ELECTRICAL					
7	R&I	Antenna w/o HD radio				1.1	
8	*	R&I Antenna mast				Incl.	
9		WINDSHIELD					
10	R&I	RT Washer nozzle				0.2	
11	R&I	LT Washer nozzle				0.2	
12	**	Repl A/M Windshield FORD, w/electrochromatic mirror w/rain sensor	CJ5Z7803100B	1	235.00	3.0	
13	R&I	Mirror inside electrochromatic				Incl.	
14	R&I	RT Wiper arm				Incl.	
15	R&I	LT Wiper arm				Incl.	
16		COWL					
17	R&I	Cowl grille				Incl.	
18		ROOF					
19		O/H sunroof assy				3.7	
20	*	Repl LKQ Sunshade to 06/09/2016	CJ5Z78519A02AB	1	Incl.	Incl.	
21	*	Repl LKQ Rear glass Ford +25%	CJ5Z78500A18B	1	243.75	Incl.	
22	R&I	RT R&I luggage rack as an assy				0.6	
23	*	Rpr Roof panel				4.5	3.6
24		Overlap Major Non-Adj. Panel					-0.2
25		Add for Clear Coat					0.7
26	R&I	RT Roof molding				0.4	
27	R&I	LT Roof molding				0.4	
28	*	Repl LKQ Housing to 06/09/2016 +25%	CJ5Z78502C22B	1	250.00	Incl.	
29	R&I	LT R&I luggage rack as an assy				0.6	
30	R&I	R&I headliner				3.1	
31		Deduct for Overlap				-0.7	
32	#	corrosion protection		1	20.00		
33	#	Cover Car		1	10.00		
34	#	Haz. Waste Disposal		1	5.00		
35	#	Leak Test - sunroof / windshield		1		0.5	
36	#	Rpr Pre Scan				0.5 M	
37	#	Rpr Post Scan				0.5 M	
38	#	Urethane Kit		1	25.00	G	
39	#	Pre & Post Cleaning for Covid-19		1	15.00	1.0	
40	#	Glass Cleanup		1		1.0	

Estimate of Record

Customer: **WAMBACH, ANGELA**

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

41		OTHER CHARGES				
42	#	Towing	1	0.00		
		SUBTOTALS		803.75	22.9	8.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			803.75
Body Labor	21.9 hrs @	\$ 60.00 /hr	1,314.00
Paint Labor	8.0 hrs @	\$ 60.00 /hr	480.00
Mechanical Labor	1.0 hrs @	\$ 115.00 /hr	115.00
Paint Supplies	8.0 hrs @	\$ 40.00 /hr	320.00
Subtotal			3,032.75
Sales Tax	\$ 3,032.75 @	5.0000 %	151.64
Grand Total			3,184.39
Deductible			1,000.00
CUSTOMER PAY			1,000.00
INSURANCE PAY			2,184.39

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.

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

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 DR2MK13, CCC Data Date 07/01/2020, 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 2021 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. 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. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information 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.

Estimate of Record

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
21	LKQ Corp N4079 Highway E Hustisford WI 53034 (920) 349-3236	#~249817278 LKQ Rear glass Ford +25% Back Glass TINTED,S#\$11831 Quote: 609643727 Expires: 08/21/20	\$ 195.00

MARSHALL AUTO BODY

22300 W BLUEMOUND RD, 22300 W Bluemound
Rd, WAUKESHA, WI 53186
Phone: (262) 549-4300
FAX: (262) 549-2080

Workfile ID: 83793634
PartsShare: 5TbDMG
Federal ID: 39-1417071

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

Written By: Austin Aliota, 7/20/2020 3:17:39 PM
Adjuster: STEPHEN, SUE, (262) 338-5040 Business

Insured: WAMBACH, ANGELA
Type of Loss: Comprehensive
Point of Impact: 14 Unknown

Policy #:
Date of Loss: 7/6/2020 12:00 PM

Claim #: AM57534-1
Days to Repair: 0

Owner:

WAMBACH, ANGELA
2319 N UNIVERSITY DR
WAUKESHA, WI 53188

Inspection Location:

MARSHALL AUTO BODY
22300 W BLUEMOUND RD
22300 W Bluemound Rd
WAUKESHA, WI 53186
Repair Facility
(262) 549-4300 Day

Insurance Company:

WEST BEND MUTUAL INSURANCE COMPANY
WEST BEND STAFF
WEST BEND

VEHICLE

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN:
License:
State: WI
Interior Color: Black
Exterior Color: Blue
Production Date: 7/2014
Mileage In: 45,686
Mileage Out:
Condition:
Vehicle Out: 7/21/2020
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors
Remote Starter
Home Link
RADIO
AM 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
Positraction

Luggage/Roof Rack

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors

TRUCK

Power Trunk/Gate Release

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Air Conditioning

FM Radio

ROOF

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	*	Rpr Hood				1.5	2.8
3		Add for Clear Coat					1.1
4	R&I	R&I hood assy				0.5	
5	R&I	Insulator				0.3	
6		FENDER					
7	S01 R&I	LT Upper molding				0.2	
8		ELECTRICAL					
9	R&I	Antenna w/o HD radio				1.1	
10	*	R&I Antenna mast				Incl.	
11		WINDSHIELD					
12	R&I	RT Washer nozzle				0.2	
13	R&I	LT Washer nozzle				0.2	
14	**	Repl A/M Windshield FORD, w/electrochromatic mirror w/rain sensor	CJ5Z7803100B	1	235.00	3.0	
15	R&I	Mirror inside electrochromatic				Incl.	
16	R&I	RT Wiper arm				Incl.	
17	R&I	LT Wiper arm				Incl.	
18	S01	Repl Rain sensor lower cover	CJ5Z17D550AD	1	14.42	Incl.	
19	S01	Repl Rain sensor upper cover	CJ5Z17D550AC	1	6.68	Incl.	
20	*	S02 Repl Rain sensor retainer	CV6Z17A038A	1	10.38		
21	S01	Repl Rain sensor	BK2Z17D547A	1	58.42 m	0.2	
22	#	S01 Repl Rain sensor gel	BV6Z19E523A	1	34.00		
23		COWL					
24	R&I	Cowl grille				Incl.	
25		INSTRUMENT PANEL					
26	S01 R&I	Glove box assy charcoal Note: to unplug headliner				0.4	
27		ROOF					
28		O/H sunroof assy				3.7	
29	*	Repl LKQ Sunshade to 06/09/2016	CJ5Z78519A02AB	1	Incl.	Incl.	
30	*	Repl LKQ Rear glass Ford +25%	CJ5Z78500A18B	1	243.75	Incl.	
31	R&I	RT R&I luggage rack as an assy				0.6	
32	* S03	Rpr Roof panel				8.0	3.6
33		Overlap Major Non-Adj. Panel					-0.2
34		Add for Clear Coat					0.7
35	* S02	Repl RT Roof molding	CJ5Z7850462AC	1	308.88	0.4	
36	*	Repl LKQ Housing to 06/09/2016 +25%	CJ5Z78502C22B	1	250.00	Incl.	
37	R&I	LT R&I luggage rack as an assy				0.6	
38	S01	Repl Headliner w/sunroof w/electrochromatic mirror	CJ5Z7851916DC	1	1,531.52	3.5	

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

39		S01	Deduct for Overlap				-0.7	
40	#		corrosion protection	1	20.00			
41	#		Cover Car	1	10.00			
42	#		Haz. Waste Disposal	1	5.00			
43	#		Leak Test - sunroof / windshield	1			0.5	
44	#	Rpr	Pre Scan				0.5	M
45	#	Rpr	Post Scan				0.5	M
46	#		Urethane Kit	1	25.00			G
47	#		Pre & Post Cleaning for Covid-19	1	15.00		1.0	
48	#		Glass Cleanup	1			1.0	
49	*	S02	Repl LT Roof molding	CJ5Z7850463AB	1	308.88	0.4	
50	*	S01	R&I RT Pull handle front				Incl.	
51	*	S01	R&I LT Pull handle front				Incl.	
52	*	S01	R&I RT Pull handle rear				Incl.	
53	*	S01	R&I LT Pull handle rear				Incl.	
54		S01	R&I RT Sunvisor w/o sunroof w/o illumination				Incl.	
55		S01	R&I LT Sunvisor w/o sunroof w/o illumination				Incl.	
56	*	S01	R&I Dome lamp front				Incl.	
57	*	S01	R&I Dome lamp rear				Incl.	
58	*	S01	R&I RT Reading Imp assy front				Incl.	
59	*	S01	R&I LT Reading Imp assy front				Incl.	
60	*	S01	R&I RT Reading Imp assy rear				Incl.	
61	*	S01	R&I LT Reading Imp assy rear				Incl.	
62			PILLARS, ROCKER & FLOOR					
63	*	S03	Rpr LT Aperture panel-Polish scuffs				2.0	0.0
64	#	S04	FINAL BILL	1				
65			OTHER CHARGES					
66	#		Towing	1	0.00			
			SUBTOTALS		3,076.93		29.6	8.0

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,076.93
Body Labor	28.6 hrs	@	\$ 60.00 /hr	1,716.00
Paint Labor	8.0 hrs	@	\$ 60.00 /hr	480.00
Mechanical Labor	1.0 hrs	@	\$ 115.00 /hr	115.00
Paint Supplies	8.0 hrs	@	\$ 40.00 /hr	320.00
Subtotal				5,707.93
Sales Tax	\$ 5,707.93	@	5.0000 %	285.40
Grand Total				5,993.33
Deductible				1,000.00
CUSTOMER PAY				1,000.00
INSURANCE PAY				4,993.33

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
64	#	S04	FINAL BILL	1			
SUBTOTALS					0.00	0.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			0.00
Subtotal			0.00

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,184.39	Ryan Martin
Supplement S01	2,325.99	Austin Aliota
Supplement S02	461.95	Austin Aliota
Supplement S03	21.00	Austin Aliota
Supplement S04	0.00	Austin Aliota

Job Total:	\$	5,993.33
CUSTOMER PAY:	\$	1,000.00
INSURANCE PAY:	\$	4,993.33

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.

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

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 DR2MK13, CCC Data Date 07/17/2020, 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 2021 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. 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. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information 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.

Supplement of Record 4 with Summary

Customer: WAMBACH, ANGELA

Job Number:

2014 FORD Escape Titanium FWD 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Blue

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
30	LKQ Corp N4079 Highway E Hustisford WI 53034 [REDACTED]	#~249817278 LKQ Rear glass Ford +25% Back Glass TINTED,S#\$J1831 Quote: 609643727 Expires: 08/21/20	\$ 195.00

ARMS WEST BEND MUTUAL

Rental Company: ENTERPRISE RENT-A-CAR
 Invoice: D9LNHL8-4410
 Alternate Invoice Number: 9LNHL8

Bill To: WBD44T1
 WEST BEND MUTUAL
 ATTN: SUE STEPHEN
 1900 S 18TH AVE
 WEST BEND, WI 530958796

RENTER INFORMATION:

Renter: WAMBACH, ANGELA

RENTAL INFORMATION:

Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4410)
 1714 PARAMOUNT DRIVE
 WAUKESHA, WI 53186
 (262) 549-8106

ADDITIONAL CLAIM INFORMATION:

Claim Number: AM57534
 Claim Type: Insured
 Vehicle Condition: Non-Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2014 FORD
 OTHER/ESCAPE
 Additional Driver:

Repair Facility:
 MARSHALL AUTO BODY
 WAUKESHA, WI 53186
 (262) 549-4300

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
7/7/20 3:04 PM	2020	HYUN	ELAN		19051	19360	309	\$25.74

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$419.90
 Less Amount Received: \$0.00
Total Amount Due: \$419.90

Please include on your check:
 Invoice: D9LNHL8-4410



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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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.
Tamara Effertz	10/16/19	\$7,000.00	2020-0006	19-2496
Sherilla Jefferson	4/27/20	\$29,000.00	2020-0325	20-428
Joshua Miranda	10/16/19	\$13,500.00	2019-0824	19-2201

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Joseph Fellin	12/17/19	\$775.00	2020-0725	19-2650
Kevin Harvey	9/18/20	\$3,500.00	2020-0652	20-1599
Paul Montalto	9/6/20	\$574.95	2020-1468	20-1468
Karen Mueller	7/23/20	\$3,608.25	2020-0700	20-1658
Henry Rogers	7/9/20	\$5,139.51	2020-0702	20-1690
Steve & Angela Wambach (West Bend Mutual Ins)	7/6/20	\$6,413.23	2020-0506	20-1245
Mike Watry (Boz's)	7/4/20	\$1,930.00	2020-0597	20-1421

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

RECEIVED

AUG 27 2020



CLAIMANT CONTACT INFORMATION

CITY OF WEST ALLIS
CITY CLERK

Name: MIKE WATRY

Phone: 414-419-4141

Address: 1533 S. 56

Email: MIKE\$ABZ1@yahoo.com

West Allis WI 53214

INSTRUCTIONS

Complete this form 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: July 3-4

Time of day: 2:00 AM

Location: 1533 S. 56

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.

See attached papers

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: Mike Watry

Date: 8-27-20

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: \$ 1930.00

27 AUG 20 PM 2:45
CITY OF WEST ALLIS

MIKE WATRY
1533 S. 56th
West Allis Wis
53214

414-219-4141

On the night of July 3rd 2020 there was a disturbance in the garage of my home at 1533, S. 56th. The police were called and one of the people involved locked himself in my garage. His name is Moises Santiago. The police were persuading him to come out of the garage. I own the residence, and rent the lower to Moises. I have a nice garage with a pool table, flat screen TV and stereo. While coaxing him out of the garage the police did a lot of damage to my property. I was upstairs asleep. They broke all my windows, trashed my entire garage, and shot some projectile through the glass with enough force to put holes in the opposite wall ruining the siding on the north side of the garage. I assume it was pepper spray, because my eyes were watering for two days. The shot went through the screen + window and exited the garage on the

other side damaging my siding. The police emptied buckets of trash all over my pool table ruining the felt. They pulled apart my vacuum cleaner ruining it. They had complete disregard for any of my property. at about 4:00 AM they come into the upstairs where I live and pointed a rifle at me, my dog had to be held back, and the cop pointed the rifle at my dog. This was so completely unnecessary. While outside one of the cops asked me if he could have the keys to the garage and my truck which was parked behind the garage. I gave them my keys. Seven hours later they called me and said it was OK to come back to my home. I asked for my keys. They said they accidentally dropped both of my keys down a sewer grate. There is no sewer grate near my home.

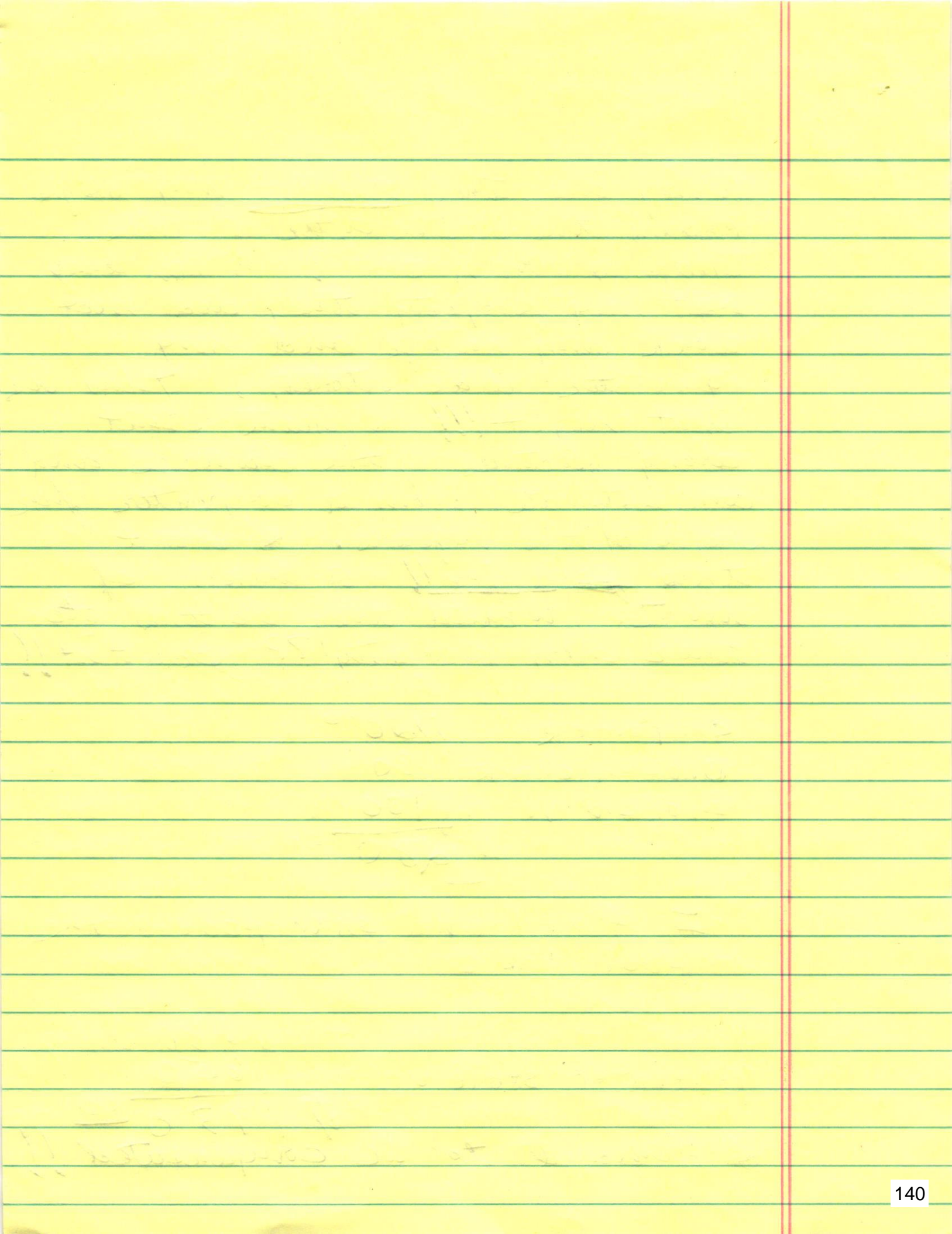
Why did they throw my keys
down the sewer after I was
helping them out? When they
left my property they did not
lock my garage and my
generator was stolen. This is
not right!!! I have sent
along pictures of the damage and
an estimate from a carpenter for
some of the repairs. I want
this paid for!! a bunch of
idiots. Would they do this to
their own property?? Doubt it!!

carpenter	1/20 ⁰⁰
Broken chair	30
Broken Vacuum	130
	<u>\$280⁰⁰</u>

I fixed and shampooed the
pool table

	1280
generator stolen	650
	<u>\$1930⁰⁰</u>

I demand to be compensated!!



ESTIMATE • PROPOSAL • ANALYSIS



JLC

CONSTRUCTION & REMODELING, LLC

HOME: 414-546-2298 • CELL: 414-305-2291



BASEMENT PROBLEMS • CEMENT • PORCHES • FENCES • SMALL REPAIRS

"My personal service assures you of a job well done."

LICENSED • BONDED • INSURED

OWNER: Mike Watry REP. _____ DATE 7/21/2020

ADDRESS: 1533 S. 56 TERMS: _____

CITY: West Allis STATE: WI P: 53214 REC. BY: _____

PHONE: 414-419-4141 ORDERED BY: _____

DESCRIPTION OF WORK NEEDED:

OFFICE USE ONLY

~~✱~~ MATERIALS

Window	\$ 250.00	(36"x24")
20 5 TBM	\$ 20.00	
20 Siding	\$ 50.00	
20 4x8x1/2 ply	\$ 55.00	
misc	\$ 25.00	
	<u>\$ 400.00</u>	

~~✱~~ Labor

— Remove siding, Replace Window, Plywood
and Blend old siding with new.

16 hrs x \$45.00 = \$ 720.00

\$ 1120.00

CONDITIONAL GUARANTEE ☐ YES ☒ NO () YEARS CONDITIONAL FREE SERVICE

Acceptance of Proposal:

I HAVE READ THE PRICES, SPECIFICATIONS AND CONDITIONS CONTAINER ON THE REVERSE SIDE OF THIS FORM AND I ACCEPT. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE ON COMPLETION OR AS OTHERWISE STATED ABOVE. I, THE BUYER MAY CANCEL, THIS TRANSACTION AT ANY TIME PRIOR OT MIDNIGHT OF THE THIRD BUSINESS DAY OF THIS TRANSACTION (UNLESS AUTHORIZED TO BE DONE IMMEDIATELY OR AS SOON AS POSSIBLE.

ALL DISCOUNTS (IF ANY) WILL BE FORFEITED IF NOT PAID WITHIN SEVEN (7) DAYS OF THE TERMS OF PAYMENT. COMPANY RESERVES LIEN RIGHTS ON PROPERTY UNTIL PAID. NO DOUBLE DISCOUNTS.

Date 7/21/2020

Signature [Signature]

Thank you for your Business! 141

Terms and Conditions

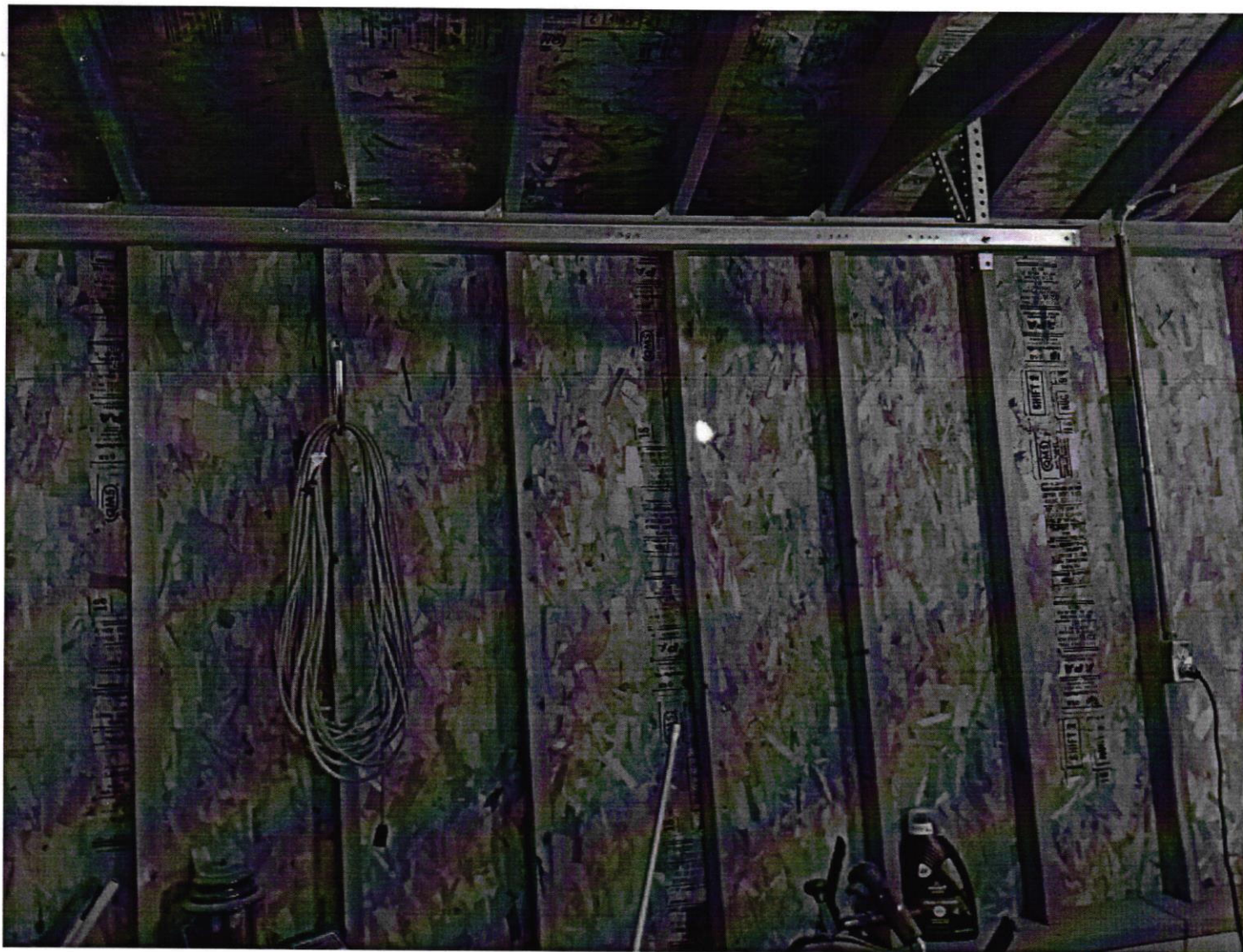
- 1) This estimate / proposal may be withdrawn if not accepted within 30 days from date on front side unless otherwise stated.
- 2) Contractor is covered by workmen's compensation and public liability insurance.
- 3) All materials & labor are guaranteed as specified on front side.
- 4) Any alteration or deviation from specifications involving extra work will become an extra charge over and above the estimate, if needed and authorized.
- 5) All verbal agreements between contractor and buyer involving job description are void unless written and signed by both parties on this contract.
- 6) Buyer represents that he or she is in fact the legal owner or authorized agent of the premises on which labor and materials are to be performed.
- 7) Contractor not liable for landscaping or cracking of concrete due to original construction (I.E. Thinness - Quality- Age).
- 8) All agreements are contingent upon accidents, or delays beyond our control.
- 9) The buyer assumes the responsibility for damage to underground sprinklers, sewer, sump pump discharge, and electrical lines to lights, garages, pools, etc. Note: Contractor, if notified by the buyer of the location, direction, and depth, will take precautions as best as possible, but contractor "not" liable.
- 10) A 1.5% interest charge per month will be enforced on all invoices not paid by designated terms of this agreement. All accounts are to be paid at completion or as otherwise stated on face of contract.
- 11) Guarantee to be effective on the date of completion, but shall not apply if payments are not made within terms as stated on the front side of contract. Conditional free service period is 1 year on labor and materials, unless specified in writing on front side of contract and signed by an authorized officer of the company.
- 12) A waiver of lien will be furnished at the time of final payment, upon request.
- 13) Contractor not responsible for sub-soil movement.
- 14) An officer of the company reserves the right to cancel contract before start date and all down payment monies will be refunded.
- 15) Proper landscaping must be maintained to protect concrete.
- 16) No guarantee on patchwork or re-cementing.
- 17) Homeowners to be responsible to move & replace any and all material or equipment which is in the way of the job unless agreed to between the owner & salesperson & written on the front of contract.
- 18) Verbal telephone authorization will be considered a binding commitment for work to commence.
- 19) Any remedial repair shall be started within 45 days and completed within 6 months of notice, weather permitting.
- 20) As required by the Wisconsin Construction Lien Law, American hereby notifies buyer that persons or companies furnishing labor or materials for and on the buyers land may have lien rights on buyer and buildings if not paid. Those entitled to lien rights in addition are those who contract directly with the buyer or those who give the buyer notice within 60(sixty) days after they furnish labor and materials for the construction and should give a copy of each notice received to his mortgage lender, if any. JLC Construction, LLC agrees to cooperate with the buyer and his lender, if any, to see that all potential lien claimants are duly paid.



window 15 jun 12



you can see where they
shot through the screen,
This Home is NOT the
O.K. Corral !!

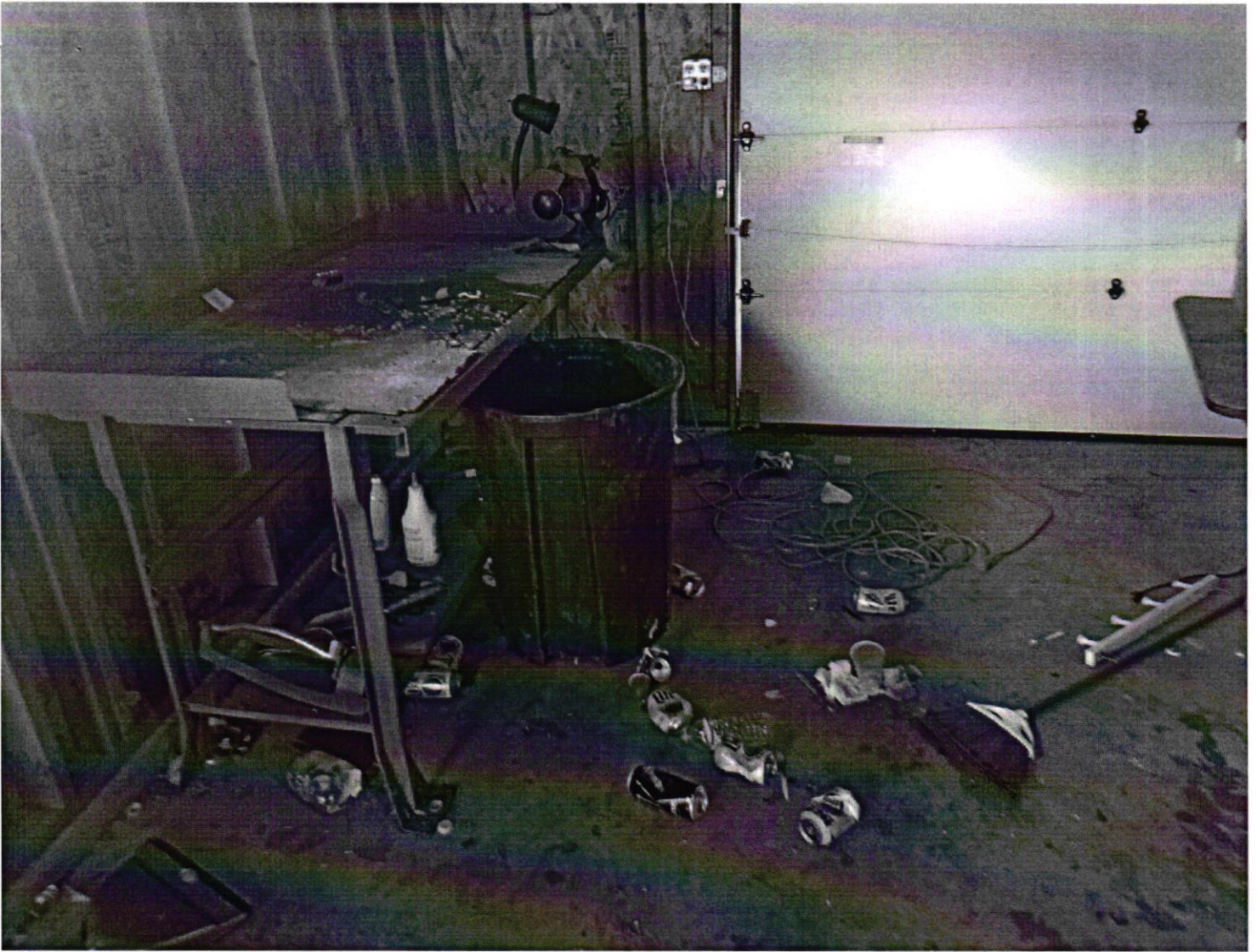


view of exit Hole from
inside of garage

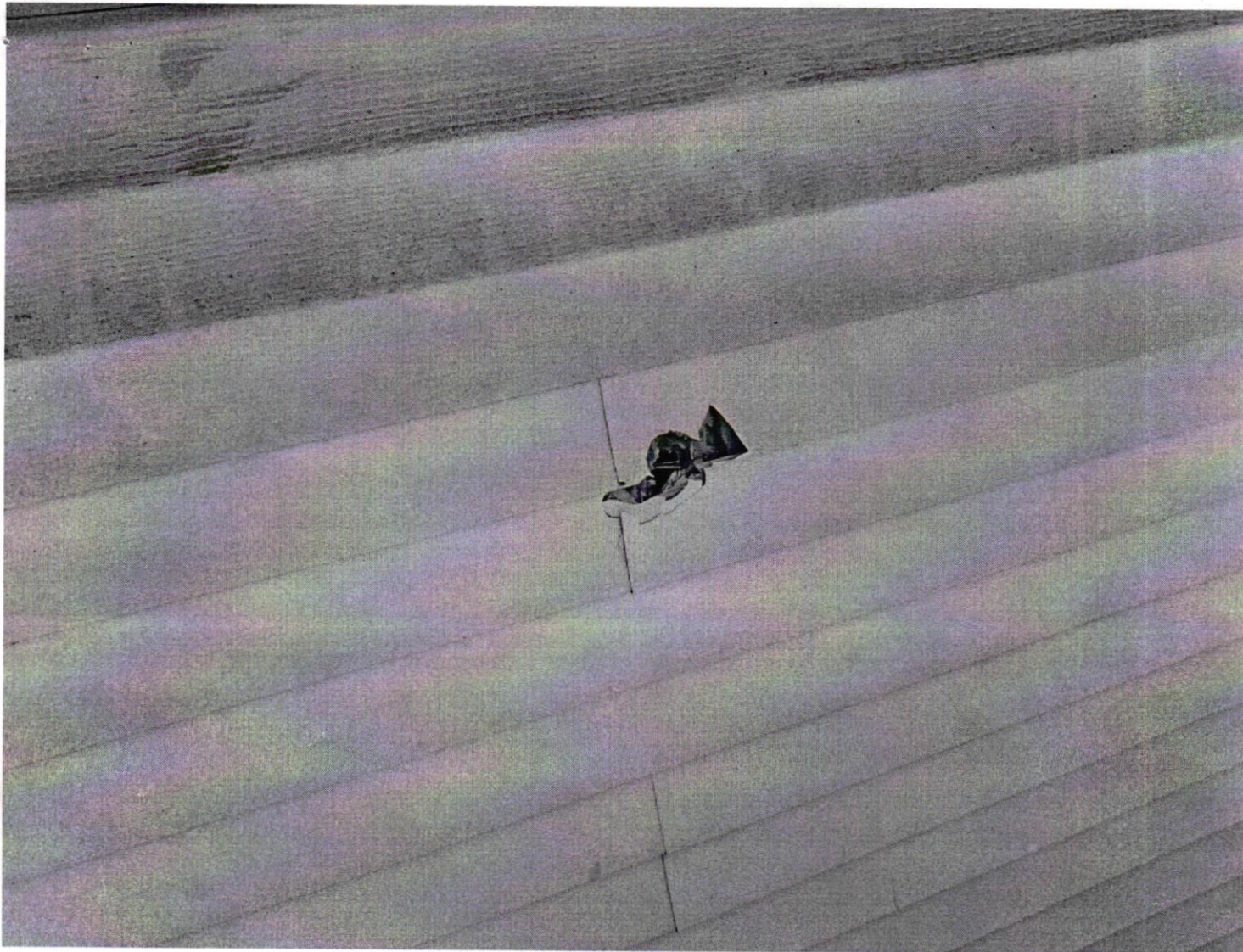


Dumped garbage all over
pool table,

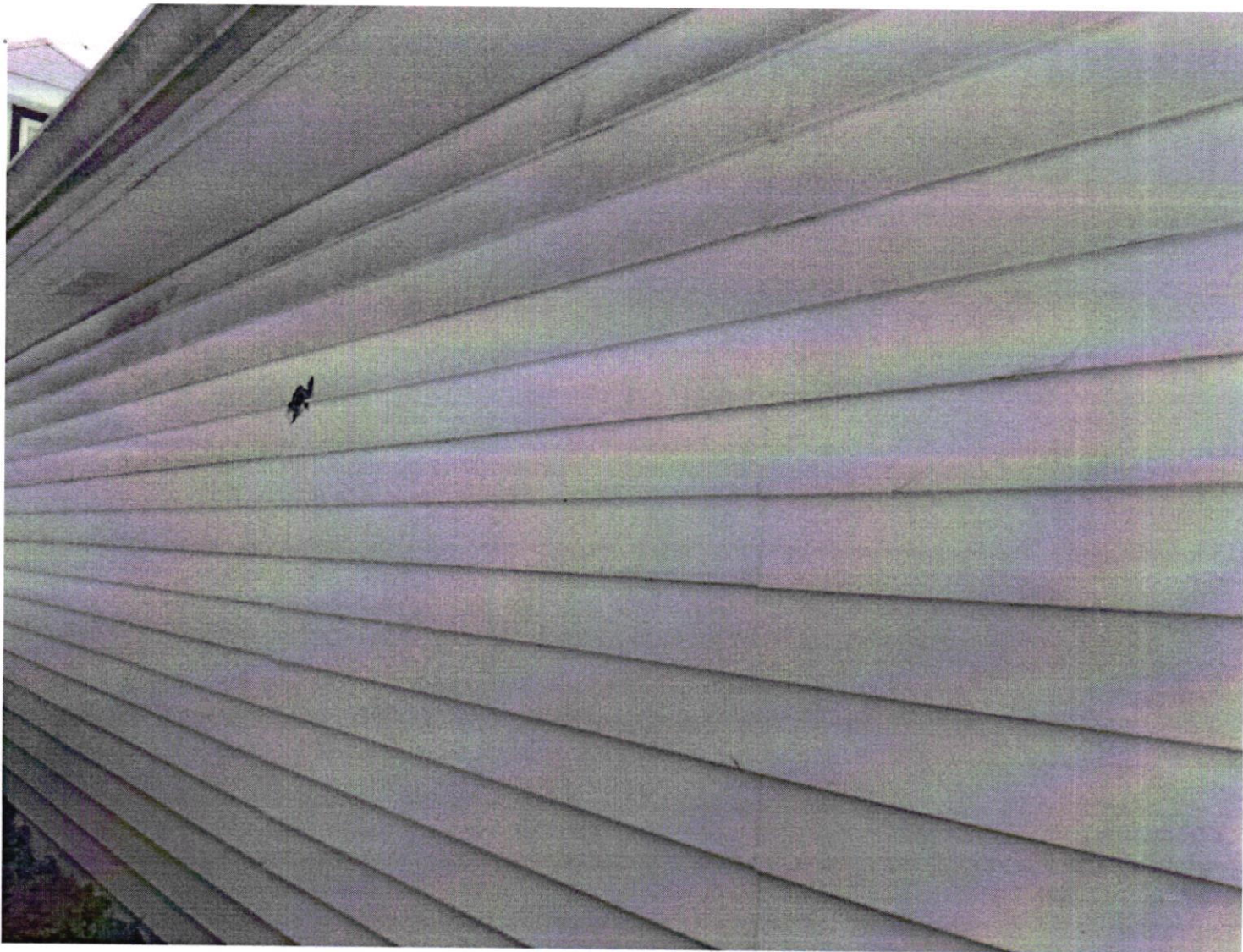
I wish i had made a copy
of inside garage picture
to send along
pool table stained & ripped



trashed my garage
unplugged my freezer
with all my meat in it.

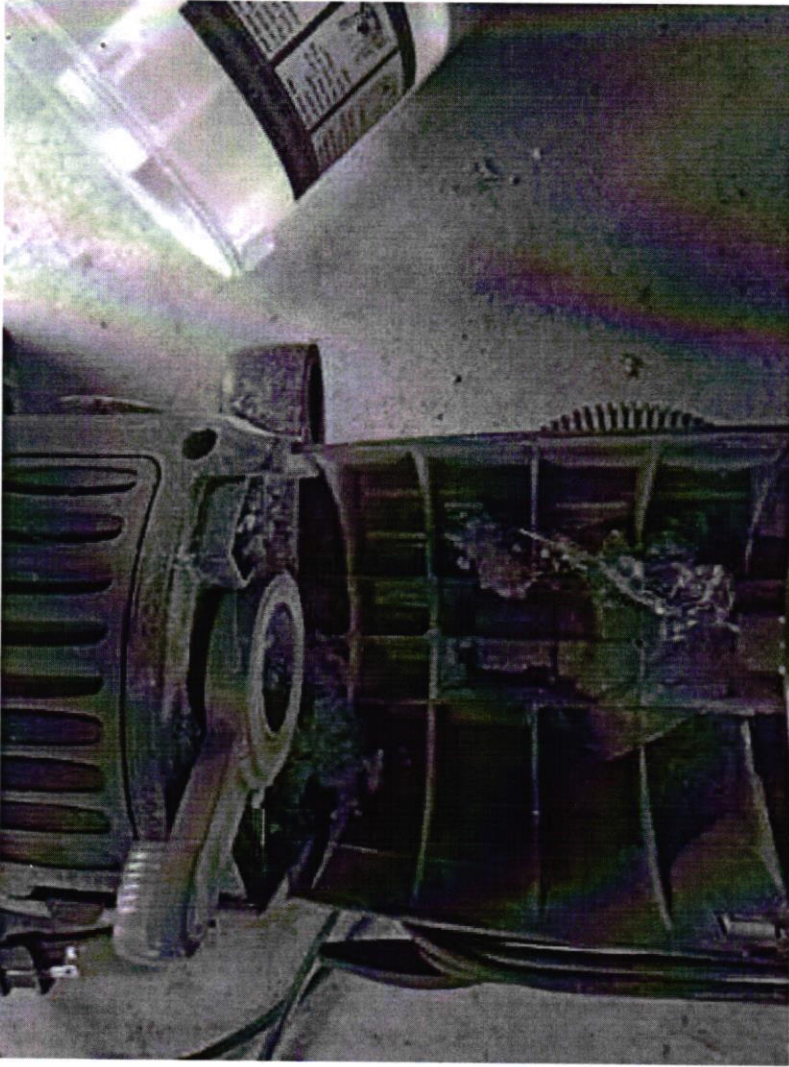


projectile exit point on
other side of garage



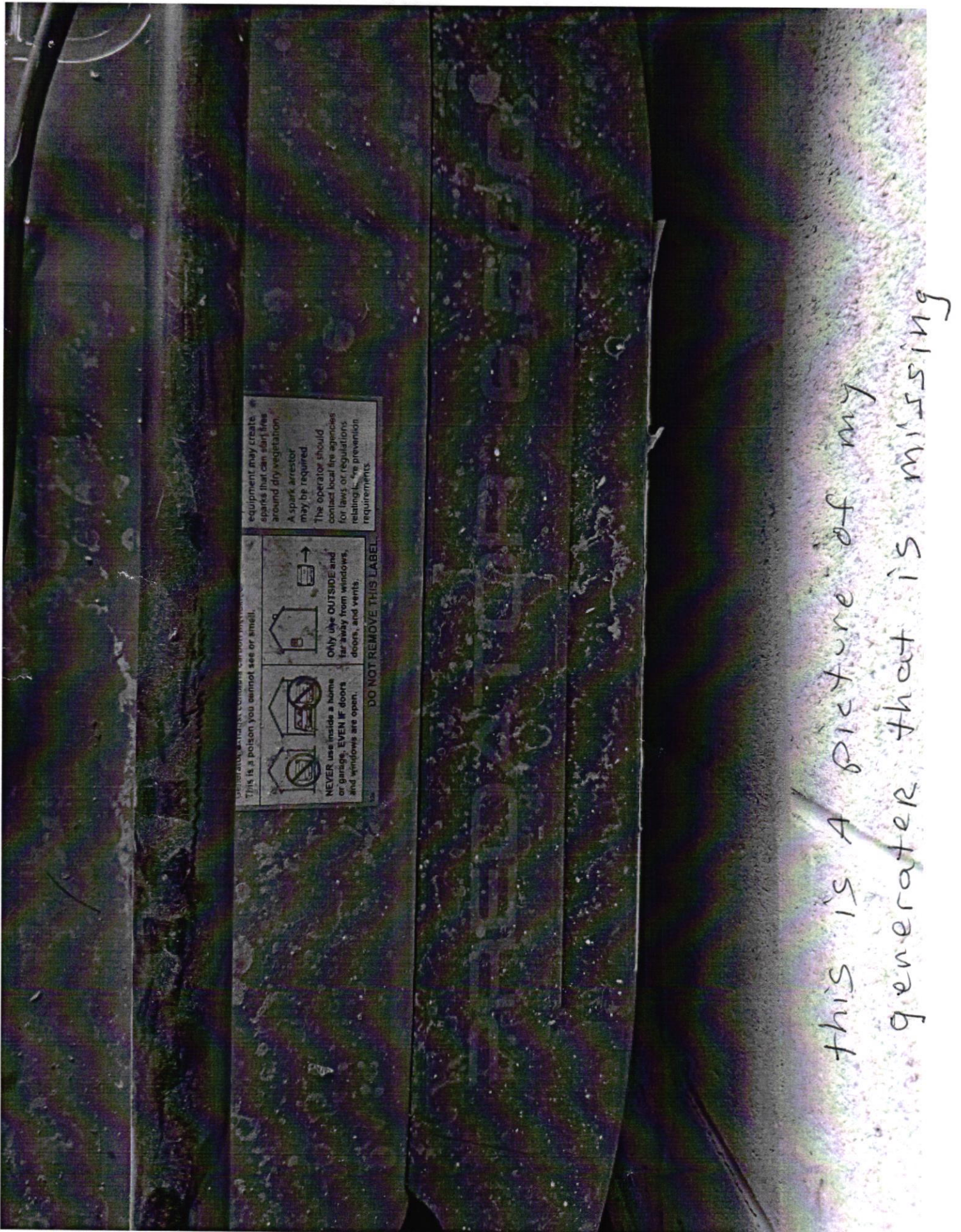
projectile exited opposite
side of garage,





Broken
vacuum







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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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.
Tamara Effertz	10/16/19	\$7,000.00	2020-0006	19-2496
Sherilla Jefferson	4/27/20	\$29,000.00	2020-0325	20-428
Joshua Miranda	10/16/19	\$13,500.00	2019-0824	19-2201

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Joseph Fellin	12/17/19	\$775.00	2020-0725	19-2650
Kevin Harvey	9/18/20	\$3,500.00	2020-0652	20-1599
Paul Montalto	9/6/20	\$574.95	2020-1468	20-1468
Karen Mueller	7/23/20	\$3,608.25	2020-0700	20-1658
Henry Rogers	7/9/20	\$5,139.51	2020-0702	20-1690
Steve & Angela Wambach (West Bend Mutual Ins)	7/6/20	\$6,413.23	2020-0506	20-1245
Mike Watry (Boz's)	7/4/20	\$1,930.00	2020-0597	20-1421

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



CLAIMANT CONTACT INFORMATION

Name: Paul Montalto Phone: 262-333-9176
Address: 2211 S. 70th Street Email: montalto.paul@yahoo.com
West Allis, WI 53219

INSTRUCTIONS

Complete this form 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: Sun. 9/6/2020 Time of day: Set night storm into Sun
Location: 2211 South 70th St. West Allis, WI 53219 Morn. 8:30am

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.

See attached photos of tree branch
that fell and damaged my 2011 Ford Expedition
windshield. See damage photos of windshield.
I am attaching a quote of \$574.95 for
replacement of windshield. Damage occurred
from city tree in terrace in front of my
residence of 2211 S. 70th St. Previously I
had \$8000 of damage due to a previous tree
branch damage of the city within the last
5 years and cannot continue to bear
the expenses of trees not being maintained
all along 70th Street. I would also
request the tree in front of my residence
be removed as it is diseased and poses a
danger to my young children.

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: Paul J. Montalto Date: 9-8-2020 Tue

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.

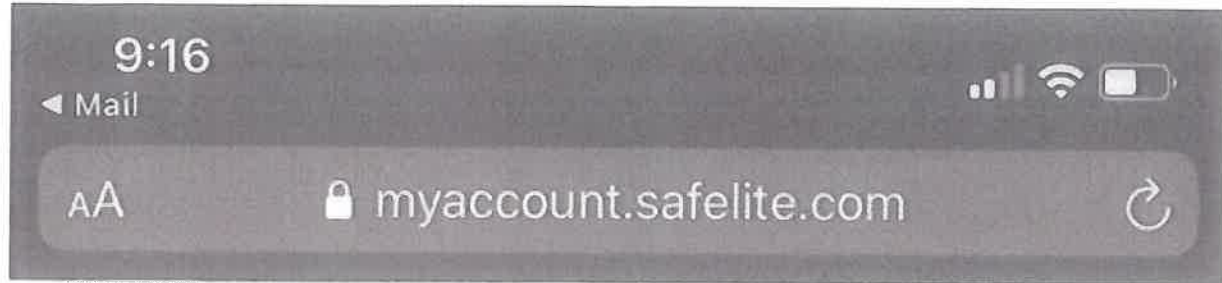
The total amount sought is: \$ 574.95

(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:55 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>



MENU 

Your saved quote

\$574.95 [Quote breakdown](#) 

Parts, labor, and moldings	\$529.99
Disposal	\$14.99
<hr/>	
Subtotal	\$544.98
Sales tax	\$29.97
Total	\$574.95

[Have a promo code?](#) 

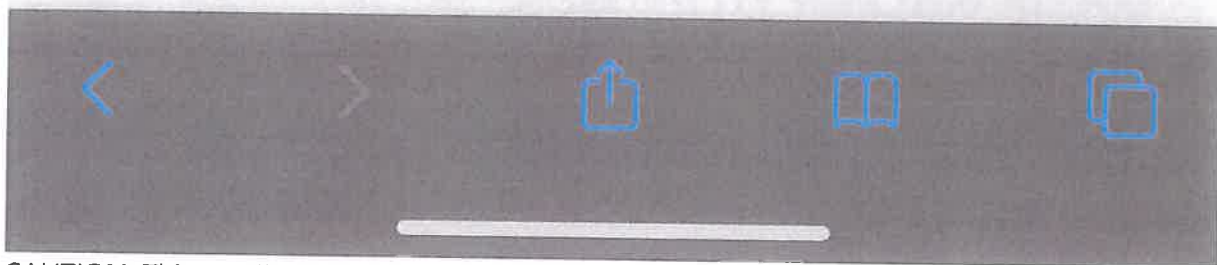
Quote includes windshield replacement service for your 2011 Ford Expedition EL.

[Schedule](#)

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[Privacy policy](#)

[Cookie settings](#)



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Sent from my iPhone



Sent from my iPhone

(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:07 AM

To: Montaito, Paul <Paul.Montaito@milwaukeecountywi.gov>

CAUTION: This email originated from outside of Milwaukee County. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CAUTION: This email originated from outside of Milwaukee County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:07 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>

(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:06 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>





CAUTION: This email originated from outside of Milwaukee County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone



CAUTION: This email originated from outside of Milwaukee County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:08 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>



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(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:09 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>



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(No subject)

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:09 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>



CAUTION: This email originated from outside of Milwaukee County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pics

Paul Montalto <montalto.paul@yahoo.com>

Tue 9/8/2020 10:05 AM

To: Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>



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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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.
Tamara Effertz	10/16/19	\$7,000.00	2020-0006	19-2496
Sherilla Jefferson	4/27/20	\$29,000.00	2020-0325	20-428
Joshua Miranda	10/16/19	\$13,500.00	2019-0824	19-2201

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Joseph Fellin	12/17/19	\$775.00	2020-0725	19-2650
Kevin Harvey	9/18/20	\$3,500.00	2020-0652	20-1599
Paul Montalto	9/6/20	\$574.95	2020-1468	20-1468
Karen Mueller	7/23/20	\$3,608.25	2020-0700	20-1658
Henry Rogers	7/9/20	\$5,139.51	2020-0702	20-1690
Steve & Angela Wambach (West Bend Mutual Ins)	7/6/20	\$6,413.23	2020-0506	20-1245
Mike Watry (Boz's)	7/4/20	\$1,930.00	2020-0597	20-1421

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

AT&T

2:57 PM

59%

westalliswi.gov

CLAIMANT CONTACT INFORMATIONName:
Address:Kevin Harvey
3733 S 75th
Milwaukee, WI 53220Phone:
Email:(414) 558-3542
nik138@gmail.comINSTRUCTIONS

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:

9/18/2020

Time of day:

9:45 am

Location:

76th between Walker + Pierce

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 driving down 76th street between Walker +
Pierce West Allis employee was mowing the lawn
rocks hit drive door and rocks hit windshield

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:

Ken Harvey

Date:

9/24/20

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: \$

3500.00

PRINT

CITY OF WEST ALLIS
24 SEP 20 PM 4:03

Preliminary Estimate

Customer: Harvy, Kevin

2013 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Gasoline Direct Injection BLUE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	R&I	R&I bumper cover				1.6	
3		FENDER					
4	Blnd	LT Fender					1.1
5	R&I	LT Fender liner 1st design				0.4	
6		WINDSHIELD					
7	Repl	Windshield GM w/o lane departure	23260477	1	633.27	3.0	
8	#	Subl install		1	200.00 X		
9		FRONT DOOR					
10	R&I	LT Belt w/strip 2nd design				0.3	
11	*	Rpr LT Outer panel				3.0	2.1
12		Add for Clear Coat					0.8
13	R&I	LT Lower molding				0.2	
14	R&I	LT Mirror assy black				0.3	
15	R&I	LT Handle, outside primed				0.3	
16	R&I	LT R&I trim panel				0.4	
17		REAR DOOR					
18	*	Rpr LT Outer panel				2.5	2.1
19		Overlap Major Adj. Panel					-0.4
20		Add for Clear Coat					0.3
21	R&I	LT Belt w/strip 2nd design				0.2	
22	R&I	LT Lower molding				0.2	
23	R&I	LT Handle, outside primed				0.3	
24	R&I	LT R&I trim panel				0.4	
25		QUARTER PANEL					
26	*	Rpr LT Quarter panel				2.0	2.4
27		Overlap Major Adj. Panel					-0.4
28		Add for Clear Coat					0.4
29	R&I	LT Wheelhouse liner				0.3	
30	#	Subl quarter glass		1	150.30 X		
31		REAR LAMPS					
32	R&I	LT Tail lamp assy				0.3	
33		REAR BUMPER					
34	R&I	R&I bumper cover				1.2	
35	#	Subl Hazardous waste removal		1	5.00 T		
36	#	Repl Cover Car		1	5.00 T		0.2
37	#	Repl Corrosion protection primer		1	10.00 T		0.3
38	#	Rpr Color sand and buff					1.0
39	#	Repl POST SCAN		1	119.00	0.5 M	
SUBTOTALS					1,122.57	17.4	9.9

Preliminary Estimate

Customer: Harvy, Kevin

2013 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Gasoline Direct Injection BLUE

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				752.27
Body Labor	16.9 hrs	@	\$ 60.00 /hr	1,014.00
Paint Labor	9.9 hrs	@	\$ 60.00 /hr	594.00
Mechanical Labor	0.5 hrs	@	\$ 125.00 /hr	62.50
Paint Supplies	9.9 hrs	@	\$ 40.00 /hr	396.00
Miscellaneous				370.30
Subtotal				3,189.07
Sales Tax	\$ 2,838.77	@	5.6000 %	158.97
Grand Total				3,348.04
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				3,348.04

MyPriceLink Estimate ID / Quote ID:

738491688565088256 / 74012879

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.

Preliminary Estimate

Customer: Harvy, Kevin

2013 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Gasoline Direct Injection BLUE

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 DR1GV10, CCC Data Date 09/16/2020, 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 2021 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. 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. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information 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.

Preliminary Estimate

Customer: Harvy, Kevin

2013 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Gasoline Direct Injection BLUE

ALTERNATE PARTS USAGE

2013 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Gasoline Direct Injection BLUE

VIN: 2GNALDEKXD6196904 Interior Color: Mileage In: 142,840 Vehicle Out:
License: 509XHH Exterior Color: BLUE Mileage Out:
State: WI Production Date: Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Manually List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0

Mech/Elec (ME)	\$125.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	14.4	1.0	15.4	\$924.00
<hr/>					
Labor Total				28.7 Hours	\$1,722.00
Tax on Labor		@ 5.600%		\$96.43	
Sublet Repairs				\$5.00	
Tax on Sublet		@ 5.600%		\$0.28	
Gross Total					\$3,399.16
Net Total					\$3,399.16

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53204 Default
OEM Part Prices DT 09/24/2020 02:48 PM EstimateID 738483124538712064 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.911 Update 1 ES 09/24/2020 02:52 PM REL 8.0.911 Update 1 DT 09/01/2020
State Disclosure: Not Selected
© 2020 Audatex North America, Inc.

2.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



Audatex

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Tender Car Auto Body
1825 S. Kinnickinnic Ave
Milwaukee, WI 53204
Tel: (414) 389-1014 Fax: (414) 389-1779
tendercar@gmail.com # 27-0157878

*** PRELIMINARY ESTIMATE ***

09/24/2020 02:47 PM

Owner

Owner: Kevin Harvey

Inspection

Inspection Date: 09/24/2020

Inspection Type:

Company: Tender Car Collision

Contact: Tracey

Address: 4420A S. 108th

City State Zip: Greenfield, WI 53228

Email: tendercarwest@gmail.com

Appraiser License # :

Work/Day: (414)808-2221

FAX:

Repairer

Address: 1825 South Kinnickinnic

City State Zip: Milwaukee, WI 53204

Email: tendercar@gmail.com

Work/Day: (414)389-1014

Work/Day:

Target Complete Date/Time:

Days To Repair: 9

Vehicle

OEM Part Price Quote ID: ****

2013 Chevrolet Equinox 1LT 4 DR Wagon
4cyl Gasoline 2.4
6-Speed Automatic

Lic.Plate: 509-XHH

Lic Expire: 04/2021

Prod Date:

Veh Insp# :

Condition: Fair

Ext. Color: Gray

Ext. Refinish: Two-Stage

Lic State: WI

VIN: 2GNALDEKXD6196904

Mileage: 142,837

Mileage Type: Actual

Code: U7714B

Int. Color:

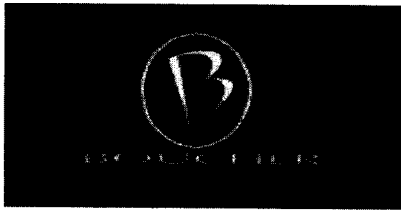
Int. Refinish:

Options

2nd Row Head Airbags
Alarm System
Auto Headlamp Control
Cruise Control
Emergency S.O.S. System
Head Airbags
Illuminated Visor Mirror
Leather Steering Wheel
Power Brakes
Power Windows

AM/FM CD Player
Aluminum/Alloy Wheels
Bucket Seats
Daytime Running Lights
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Lighted Entry System
Power Door Locks
Pwr Driver Lumbar Supp

Air Conditioning
Anti-Lock Brakes
Center Console
Dual Airbags
Halogen Headlights
Heated W/S Wiper Washers
Keyless Entry System
MP3 Decoder
Power Steering
Rear Spoiler



Boucher Auto Body & Paint- West Allis

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

Workfile ID: 58ee37b2
PartsShare: 5YyN6L
Federal ID: 39-1275419

Preliminary Estimate

Customer: Harvy, Kevin

Written By: CHERYL DEMJEN

Insured: Harvy, Kevin
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 7

Owner:
Harvy, Kevin
3733 s 75th
milwaukee, WI 53220
(414) 553-3542 Cell

Inspection Location:
Boucher Auto Body & Paint- West Allis
3161 S. 108th St
West Allis, WI 53227
Repair Facility
(414) 327-6000 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2013 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Gasoline Direct Injection BLUE

VIN: 2GNALDEKXD6196904	Interior Color:	Mileage In: 142,840	Vehicle Out:
License: 509XHH	Exterior Color: BLUE	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

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

Backup Camera

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

Communications System

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

Get live updates at www.carwise.com/e/3SfXPY



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

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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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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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

3rd Request

Claim #1 of 4
Kara Mueller
5904 W. Mitchell

City of West Allis

7525 W. Greenfield Ave

West Allis, Wis 53214

Attention: City Claims Dept

To Whom it may concern
This letter is to acknowledge
my claim toward the City
for the amount of

7/23/20 N + S Towing

Damages caused to my

Chevy 1500 4x4 when

158.25
3450.00

3608.25 Total

Officer Clark instead of calling
the number on the Truck
to simply move it from
109th / Cleveland under "its
illegal to park a vehicle on
the street with for sale signs
without plates displayed"
Instead Officer Clark - Broke
into my truck - called the previous
owner (instead of the number
clearly displayed on the truck)
then had it towed with the
wheels turned and the "Chub"
on the steering wheel causing
at least \$3450 in damages to
my truck & 4x4.

3rd Request

#2 of 4
KAREN Mueller
CLAIM

I have been stalked by a lady with bowed legs who first attempted to walk into my house past the "No Trespassing Gate". Her license plate is: 825-VZB and appeared to be a White Ford Escape in which on or abouts (according to pictures taken at 7:30 she trespassed July 16 - This property is on 60th Mitchell. Again this same lady stalked me entering Menards where I parked my truck for sale for 3-4 days 109th Cleveland Ave by Menards this lady followed me into the store - where July 23 (after being ambushed at Mojo my van was towed for no reason ~~but~~ but harassment. Also some one at West Ellis backdated my Building in 2009 - making it a 3 family instead of a Duplex it is which I never realized until Jan 2019 where the first time Fire Inspectors attempted to inspect my Duplex - Craig Pitman and Michael Wright supervisors

#3
CLAIM

Promised me in or around Jan 2019 (along with the retired supervisor) promised they would no longer send inspectors over to inspect my Duplex. After confirming it was never a 3-family.

However, Recently John Biehn Fire Inspector - Threatened to "force himself into my building if I wouldn't let him inside my house" which resulted in Protective Orders.

Also Neighborhood Services has been harassing me since the nationwide Covid 19 shut down.

Even when I requested an extension my request was ignored until Contact Six Media contacted Ed. L and others - However the harassment continues and the DA of West Allis also ignores my "proof of mailing" July 20, 2020 as well.

At this time I'd like my \$3608.25 in damages / towing to my truck and my requested Extension July 20, 2020 left unanswered. Karen Much

Please Do Not Stop
By or knock on my doors.
There is a pending Protective
Order.

Please respond only
by mailing to my duplex
Karen Mueller

5904 W Mitchell Street

1671 S. 59th St.

West Allis, Wis

I no longer have a
mail stop in my door
named 5902 mail stop
which is not a separate
apartment at 5904, side
entrance, but a hole in
the door. I bought this
building as a Duplex, I insure
it as a Duplex and it has
never been a 3 family

- 1) Enclosed # & Town Receipt
- 2) Estimates for Repair of my FXY
- 3) Proof of Mailing to DA office
July 20, 200
- 4) Several Address Change Correction
- 5) Fraudulent Change Dated May 31, 2009
- 6) Card from Harassment John Boehm

UNITED STATES POSTAL SERVICE
 Certificate of Mailing
 This form may be used for domestic and international mail.
 From: KAREN MUELLER / Extension 1000
 5904 W. Mitchell St Duplex
 West Allis, WI 53214
 To: City of West Allis City Hall
 Municipal Building
 7525 W. Greenfield Rd
 West Allis, WI 53214
 Extension Request
 PS Form 3841
 JUL 20 2002
 JUL 20 2002

Post Office of Madison
 Drop Box
 Attorney
 Mitchell St. 1537R
 Madison, WI 53706



N & S TOWING, INC.
 1719 So. 83rd Street • West Allis, WI 53214
 476-8697 • Fax 476-7888
 - 24 HOUR ROAD SERVICE -



PAID

TOWED FOR Karen Mueller		DATE 7/23/20		CASH	<input checked="" type="checkbox"/>
ADDRESS 5904 W. Mitchell St + West Allis		RO# 53214	PO# 53214	CHARGE	
PLANNED TOW SERVICE CALL Re-bush		MAKE Chevrolet	MODEL 1500	DRIVER	off
LICENSE # NP	LOCATION WA 2594 109th + Cleveland	TRUCK #	12500		
NAME [REDACTED]		MILEAGE	21		
ADDRESS		PHONE ()			
DL# M 460-SDOS-7929-02	DOB 11/29/57	ADVANCE CHARGES			
ACC#	EXP: 1/120	STORAGE 7/23/20 TO 1/1		25.00	
I agree to not hold N&S Towing responsible for damages done to my vehicle due to services provided by them unless negligence can be proven and also I agree to pay total amount of invoice according to card issuers agreement and/or N&S Towing's billing policy if credit voucher.		AUTHORIZATION #	TAX	8.25	
		TOTAL	158.25		

OWNER/ REPRESENTATIVE **[Signature]**
 DRIVER **[Signature]**

31839

53214



MEMORANDUM



TO: See Distribution List

FROM: Terry J. Tauschmann, Building Inspector *TT*

DATE: March 31, 2009

SUBJECT: Address Change Notification
TT2270

This is to inform all departments that the Engineering Department has assigned an additional address to the property located at 5904 West Mitchell Street and 1671 South 59th Street.

Tax Key #455.0007.000

The additional address is 5902 West Mitchell Street.

The assigned addresses to this property are now 1671 South 59th Street and 5902-04 West Mitchell Street.

Reason for address notification:
Store converted to third unit in 1950.

Please make the necessary corrections to your corresponding records to make this change complete.

Distribution List:

Assessor's Office
Police Department
Fire Department
Public Works
Engineering Department
Clerk's Office
GIS Coordination (IT Dept.)

John
John Brehm
Inspector

Department

@westalliswi.gov



262-470-7291

ment • 7332 W. National Ave. • West Allis,

www.westalliswi.gov



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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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.
Tamara Effertz	10/16/19	\$7,000.00	2020-0006	19-2496
Sherilla Jefferson	4/27/20	\$29,000.00	2020-0325	20-428
Joshua Miranda	10/16/19	\$13,500.00	2019-0824	19-2201

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Joseph Fellin	12/17/19	\$775.00	2020-0725	19-2650
Kevin Harvey	9/18/20	\$3,500.00	2020-0652	20-1599
Paul Montalto	9/6/20	\$574.95	2020-1468	20-1468
Karen Mueller	7/23/20	\$3,608.25	2020-0700	20-1658
Henry Rogers	7/9/20	\$5,139.51	2020-0702	20-1690
Steve & Angela Wambach (West Bend Mutual Ins)	7/6/20	\$6,413.23	2020-0506	20-1245
Mike Watry (Boz's)	7/4/20	\$1,930.00	2020-0597	20-1421

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



CLAIMANT CONTACT INFORMATION

Name:

Henry Rogers

Address:

4247 N. 70th St.
Milwaukee, WI 53216

Phone:

414 750-8465

Email:

INSTRUCTIONS

Complete this form 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:

7/9/20

Location:

912 S. 60th St. West Allis, WI 53219

Time of day:

8:00 pm

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.

Driving 2009 Ford Econoline E150 [redacted] and had passed W. Walker St. AS I approached the entrance of "Blast Fitness" when I felt and heard a loud thud. I went home. The next day I felt the vehicle was out of line. I looked at wheel and noticed a running board was missing. I retraced my steps back to where I heard the thud the previous evening and saw the manhole cover was missing and my running board was placed on the curb along the entrance to "Blast Fitness/WFRV Channel 5." I contacted the police department to report the manhole cover to the department located at 4755 W. Beloit Rd. Milwaukee, WI 53214 (West Milwaukee).

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:

Henry Rogers

Date:

10-6-2020

CLAIM AMOUNT

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

The total amount sought is: \$

5,139.51

Tender Car Auto Body
1825 S. Kinnickinnic Ave
Milwaukee, WI 53204
Tel: (414) 389-1014 Fax: (414) 389-1779
tendercar@gmail.com # 27-0157878

*** PRELIMINARY ESTIMATE ***

07/10/2020 12:35 PM

Owner

Owner: Henry Rogers

Inspection

Inspection Date: 07/10/2020 12:36 PM

Inspection Type:

Appraiser Name: Clarissa Tylke

Appraiser License # :

Address: 1825 S Kinnickinnic

Work/Day: [REDACTED]

City State Zip: Milwaukee, WI 53202

FAX:

Email: clarissa@tendercar.com

Repairer

Address: 1825 South Kinnickinnic
City State Zip: Milwaukee, WI 53204
Email: tendercar@gmail.com

Work/Day: (414)389-1014
Work/Day:

Target Complete Date/Time:

Days To Repair: 16

Vehicle

OEM Part Price Quote ID: ****

2000 Ford E-150 STD 2 DR Cargo Van
8cyl Gasoline 4.6
4 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

VIN: [REDACTED]
Mileage Type: Actual
Code: P6155B
Int. Refinish:

Options

AM/FM Stereo
Dual Airbags
Power Brakes

Air Conditioning
Intermittent Wipers
Power Steering

Anti-Lock Brakes
Lighted Entry System

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Side Doors									
1	RI	386		Hinged Sd Door Frt R&I RT	R & I Assembly			INC	SM

2	RI	379	Hinged Sd Door RR R&I RT	R & I Assembly		INC	SM
Body Side Panel, Right							
3	E	132	Frame,Door Opening RT	AC2Z15211A10B	\$1,298.46	37.8	SM
4	L	132	13 Frame,Door Opening RT	Refinish		7.8	RF
				5.8 Surface			
				0.2 Edge			
				0.6 Two-stage setup			
				1.2 Two-stage			
5	BR	357	Panel,Bodyside Outer RT	Blend Refinish		2.5	RF
				1.7 Blend			
				0.8 Two-stage			

Rear Body, Lamps And Floor Pan

6	RI	431	Reinf,Tlmp Opening LT	R & I Assembly		0.8	SM
---	----	-----	-----------------------	----------------	--	-----	----

Manual Entries

7	L		COLOR SAND AND BUFF	Refinish		1.0*	RF*
8	EC		COVER CAR	Replace Economy	\$5.00*		SM
9	SB		HAZARDUS WASTE REMOVAL	Sublet Repair	\$5.00*		SM
10	N		COLOR TINT	Additional Labor		1.0*	RF*
11	EC		MISC CLIPS & FASTENERS	Replace Economy	\$12.50*		SM
11	Items						

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

OEM Parts		\$1,298.46	
Other Parts		\$17.50	
Paint & Materials	12.3 Hours @ \$40.00	\$492.00	
Parts & Material Total			\$1,807.96
Tax on Parts & Material	@ 5.600%		\$101.25

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	38.6		38.6	\$2,316.00
Mech/Elec (ME)	\$125.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	11.3	1.0	12.3	\$738.00

Labor Total		50.9 Hours	\$3,054.00
Tax on Labor	@ 5.600%		\$171.02
Sublet Repairs			\$5.00
Tax on Sublet	@ 5.600%		\$0.28
Gross Total			\$5,139.51
Net Total			\$5,139.51

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53204 Default
OEM Part Prices DT 07/10/2020 12:35 PM EstimateID 710908154631692288 QuoteID ****
Rate Name Default

© 2020 Audatex North America, Inc.

2.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



Audatex

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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North America, Inc. All rights reserved.





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

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City Attorney
Sheryl L. Kuhary
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7525 West Greenfield Avenue
West Allis, WI 53214

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Sincerely,

Rebecca Hammock
Principal Assistant City Attorney

cc: City Clerk

STL D

Schmidtkofer, Toth, Loeb & Drosen, LLC

CITY OF WEST ALLIS
13 OCT '20 PM 1:05

Scott A. Schmidtkofer

ATTORNEYS AT LAW

Grete A. Engel

Mark R. Toth

Alexander R. Huppertz

Basil M. Loeb

Christopher M. Drosen

October 8, 2020

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

SENT VIA PERSONAL SERVICE ON CITY CLERK

Re: My client: Joseph J. Fellin
Notice of Claim

Dear Clerk:

Please note that I represent Joseph J. Fellin.

Enclosed for filing is Mr. Fellin's Notice of Claim. This is a summary of what happened:

Mr. Fellin was cited by West Allis Police Department on December 17, 2019 for Automobile Following Too Closely in Citation No.: BC377326-5. The citation provided Mr. Fellin with an initial appearance date of January 16, 2020 at 8:30 a.m. Mr. Fellin appeared in court on January 16, 2020, which was MLK, Jr. Day. He was advised that court was not in session. He was not provided with a new court date at this time. A copy of the citation is enclosed with this claim.

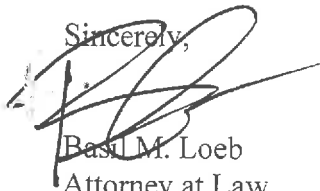
Mr. Fellin heard nothing from the court until he received a notice dated February 18, 2020 indicating that he failed to appear in court on February 17, 2020 and that unless he returned the form and entered a plea, a Not in Court Warrant would be issued "within the next ten days". A copy of this form is also enclosed.

On February 23, 2020, prior to the expiration of the ten days referenced in the previous paragraph, Mr. Fellin was stopped by the City of Muskego Police Department because of a warrant issued by the City of West Allis for non-appearance in court. Mr. Fellin was taken into custody and subject to a \$25.00 warrant fee. He also received a citation for Possession of Drug Paraphernalia. Mr. Fellin was ultimately convicted of Possession of Drug Paraphernalia and received a forfeiture of \$250.00. He should never have been subject to a traffic stop by the City of Muskego Police.

Based on the improperly issued warrant, Mr. Fellin paid a \$25.00 warrant fee, a \$250.00 forfeiture and attorney fees of \$500.00. He makes this claim, therefore, against the City of West Allis, for the sum of \$775.00.

Please contact me with any questions. Thank you.

Sincerely,



Basil M. Loeb
Attorney at Law

Enclosure

c: Joseph J. Fellin (w/ enclosure)



CLAIMANT CONTACT INFORMATION

Name: Joseph J. Fellin
Address: c/o Mr. Basil M. Loeb
949 Glenview Ave.
Wauwatosa, WI 53213

Phone: 414-259-9300
Email: [REDACTED]

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: 2/23/2020 + 6/24/2020 Time of day: unknown
Location: N/A - improperly issued warrant

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.

See attached correspondences.

Tim

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: 9/30/2020

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: \$ 775-

SAVE

PRINT

Transmission Log

Schmidlkofer Toth LL

Tuesday, 2020-02-25 15:39

414 259 9303

Date	Time	Type	Job #	Length	Speed	Fax Name/Number	Pgs	Status
2020-02-25	15:37	SCAN	02196	1:23	14400	4144798999	5	OK -- V.17 AM31

STL&D

Schmidlkofer, Toth, Loeb & Drosen, LLC

Scott A. Schmidlkofer

ATTORNEYS AT LAW

Mark R. Toth

Grete A. Engel

Basil M. Loeb

Alexander R. Huppertz

Christopher M. Drosen

FACSIMILE COVER SHEET

DATED: February 25, 2020

ATTN: Clerk

FAX NUMBER: (414) 479-8999

CC: Nicholas Cerwin

FAX NUMBER: (414) 302-8444

RE: City of West Allis v. Joseph J Fellin

Pages: 5

FROM: Attorney Basil Loeb
Assistant, Robyn Olson

(Including Cover Page)

ORIGINAL:

COMMENTS:

The document(s) accompanying this facsimile transmission contain information from the sender that is confidential and/or privileged. This information is intended to be for the sole use of the recipient(s) named on this transmission sheet. If you are not the intended recipient(s), be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited and may constitute an invasion of privacy of the intended recipient(s). If you have received this transmission in error, if it is incomplete, or illegible, or if you have any questions concerning the document(s) received, please contact the sender at (414)259-9300.

949 Glenview Avenue, Wauwatosa, Wisconsin 53213
PHONE: (414) 259-9300 • FAX (414) 259-9303

Transmission Log

Schmidlkofer Toth LL

Tuesday, 2020-02-25 15:40

414 259 9303

Date	Time	Type	Job #	Length	Speed	Fax Name/Number	Pgs	Status
2020-02-25	15:39	SCAN	02197	0:40	31200	14143028444	5	OK -- V.34 1B31

STL&D

Schmidlkofer, Toth, Loeb & Drosen, LLC

Scott A. Schmidlkofer

Mark R. Toth

Basil M. Loeb

Christopher M. Drosen

ATTORNEYS AT LAW

Grete A. Engel

Alexander R. Huppertz

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949 Glenview Avenue, Wauwatosa, Wisconsin 53213
PHONE: (414) 259-9300 • FAX (414) 259-9303

STL&D

Schmidlkofer, Toth, Loeb & Drosen, LLC

Scott A. Schmidlkofer

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Transmission Log

Schmidlkofer Toth LL

Wednesday, 2020-02-26 15:56

414 259 9303

Date	Time	Type	Job #	Length	Speed	Fax Name/Number	Pgs	Status
2020-02-26	15:54	SCAN	02201	1:29	14400	West Allis PD	5	OK -- V.17 1B31

STL&D

Schmidlkofer, Toth, Loeb & Drosen, LLC

Scott A. Schmidlkofer
Mark R. Toth
Basil M. Loeb
Christopher M. Drosen

ATTORNEYS AT LAW

Grete A. Engel
Alexander R. Huppertz

FACSIMILE COVER SHEET

DATED: February 26th, 2020

ATTN: Clerk

FAX NUMBER: (414) 302-8196

CC:

FAX NUMBER:

RE: City of West Allis v. Joseph J Fellin

Pages: 5

FROM: Attorney Basil Loeb
Assistant, Robyn Olson

(Including Cover Page)

ORIGINAL:

COMMENTS:

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949 Glenview Avenue, Wauwatosa, Wisconsin 53213
PHONE: (414) 259-9300 • FAX (414) 259-9303

STL&D

Schmidlkofer, Toth, Loeb & Drosen, LLC

Scott A. Schmidlkofer

ATTORNEYS AT LAW

Mark R. Toth

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Alexander R. Huppertz

Christopher M. Drosen

FACSIMILE COVER SHEET

DATED: February 26th, 2020

ATTN: Clerk

FAX NUMBER: (414) 302-8196

CC:

FAX NUMBER:

RE: City of West Allis v. Joseph J Fellin

Pages: 5

FROM: Attorney Basil Loeb
Assistant, Robyn Olson

(Including Cover Page)

ORIGINAL:

COMMENTS:

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STL&D

Schmidtkofer, Toth, Loeb & Drosen, LLC

Scott A. Schmidtkofer

ATTORNEYS AT LAW

Grete A. Engel

Mark R. Toth

Alexander R. Huppertz

Basil M. Loeb

Christopher M. Drosen

February 25, 2020

The Honorable Paul Murphy
Municipal Court Judge
West Allis Municipal Court
11301 W. Lincoln Avenue
West Allis, WI 53227

RE: City of West Allis v. Joseph James Fellin
Citation No.: BC377326-5

Dear Judge Murphy:

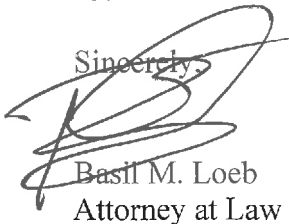
Please note that I represent Mr. Fellin in the above-referenced citation. Please see the enclosed correspondence from the court and a copy of the original citation.

This case has a strange history. Mr. Fellin was cited on December 17, 2019 and provided with an initial court date of January 20, 2020. Mr. Fellin then appeared in court on January 20, 2020 and was advised that court was not in session due to MLK, Jr. Day. Mr. Fellin was not provided a new court date and heard nothing about the case until he received the enclosed correspondence from the court.

On February 23, 2020, Mr. Fellin was the subject of a traffic stop by City of Muskego Police. City of Muskego Police then advised Mr. Fellin that the City of West Allis had a warrant for his arrest for non-appearance in court. Mr. Fellin was taken into custody and paid the face amount of the citation (\$124.00). Mr. Fellin does wish to enter a not guilty plea to this citation and requests a pretrial conference. Mr. Fellin would also like to know why a warrant for his arrest was entered when the attached correspondence does not reference a Not in Court Warrant being issued until February 28, 2020 at the earliest.

Thank you very much for your attention to this matter and I look forward to hearing back from the court.

Sincerely,



Basil M. Loeb
Attorney at Law

Enclosure

c: Nicholas S. Cerwin (w/ enclosure)
Joseph James Fellin (w/ enclosure)

**CITY OF WEST ALLIS
MUNICIPAL COURT
11301 West Lincoln Avenue
West Allis, WI 53227**

Municipal Judge
PAUL M. MURPHY

February 18, 2020

Joseph James Fellin
2231 S 82Nd St
West Allis, WI 53219

RE: City of West Allis vs. Fellin, Joseph James
Citation # BC377326-5
Charge: Automobile Following Too Closely

A Wisconsin Uniform Traffic Citation or West Allis Municipal Citation has been filed with the Court, charging the above person with violating section 10.01(1) of the State Statute/Municipal Code. No appearance was made on February 17, 2020 which was the return date noted on the citation.

AMOUNT DUE \$124.00

Unless the form below is completed and returned to the West Allis Municipal Court within the next 10 days, or the fine paid, a Not In Court Warrant will be issued for the arrest of the defendant.

BY THE COURT:
Hon. Paul M. Murphy
Municipal Judge
City of West Allis

=====

SEND TO: Clerk of Court - 11301 W. Lincoln Ave., West Allis, WI 53227

Name: Joseph Fellin
Address: C/o Atty. Basil Loeb 949 Glenview Ave.
Citation No. BC 373321-4 Wauwatosa WI
Court date on Citation: 01-20-2020 53213

- () I hereby enter plea of guilty with time to pay
() I hereby enter plea of no contest with time to pay
☒ I hereby enter plea of not guilty & request a pre-trial date.

Basil Loeb
Atty Ford 2/25/2020

You are Notified to Pay or Appear

Appearance Required: **NO** Date **JAN-20-2020** Time **08:30 AM**

WEST ALLIS CITY MUNICIPAL COURT
11301 W LINCOLN AVE
WEST ALLIS, WI 53227
(414) 302-8181 WWW.WESTALLISWI.GOV

Form No. and Version CT CITATION NO.
MV4017 0901 **BC373321-4**
Estimated Points DEPOSIT Cash- Card
3 **\$124.00**
Court Use DA N

Defendant (Last Name, First, Middle), Street Address, P.O. Box, City, State, Zip

FELLIN, JOSEPH JAMES

2231 S 82ND ST
WEST ALLIS WI 53219

Telephone Number

Birth Date Sex Race
1/24/1980 **M** **W**
HT WT Hair Eyes
[REDACTED] **BROWN** **HAZEL**

Driver License/Identification Card Number State Exp. Yr.
[REDACTED] **WI** **2023**
State Exp. Yr.
WI **2019**
Hazmat No.

OPERATING AS:

DRIVER
Vehicle Class Vehicle Endorsements
D
Holds CDL CDL Waiver
N

Vehicle Year Make Type Color
2003 **FORD** **4D** **SIL**

Plaintiff

CITY OF WEST ALLIS

Ordinance Violated

10.01(1)

Adopting State Statute

346.14(1M)

Violation Description

AUTOMOBILE FOLLOWING TOO CLOSELY

Week Day Date Time Actual Speed Legal Over
TUESDAY 12/17/2019 **06:01 PM**
County City/Village/Town
MILWAUKEE - 40 **WEST ALLIS - 60, CITY**
ON Hwy No. and/or Street Name Estimate Distance
W NATIONAL AVE **80 FT WEST**
From/AT Hwy No. and/or Street Name GPS Coordinates
S 76TH ST **43.011752**
-88.007574

Agency Space
19-049151

Minor Passenger
N

Officer Name Zone RR - Utility - School - Const Accident Severity
OFFICER C. GAENSLER **N** **N** **N** **N**
Officer ID Department Date Citation Served Method
2950 **WEST ALLIS POLICE DEPARTMENT** **12/17/2019** **IN PERSON**

INSTRUCTIONS - READ CAREFULLY

COURT APPEARANCE REQUIRED - If your citation is checked 'yes' following 'Appearance Required,' you MUST appear in court. The 'Court Appearance Not Required' instructions do not apply to you.

COURT APPEARANCE NOT REQUIRED - IF YOU WISH TO DISPUTE THE CITATION, you must either appear in court or enter a 'not guilty' plea by mail prior to your court date. Please include a photocopy of your ticket and your correct mailing address OR your correct name and mailing address, citation number, court appearance date listed on the citation, offense, and arresting police agency. These should be mailed to the court address.

You may demand a jury trial, rather than a trial before a judge, but must make that demand in writing and pay the proper fee within 10 days of entering a not guilty plea. Make check payable to the Clerk of Court and forward it to the address shown above. Jury demands in Municipal court can only be made for intoxicated driving charges.

If you have a disability and need help in court, please contact the above Clerk of Court's office.

IF YOU DO NOT WISH TO DISPUTE THE CITATION, mail the 'deposit' amount, by your court date, with a photocopy of your citation OR your correct name and address, citation number, court appearance date listed on the citation, offense and arresting police agency.

Make check payable to the Clerk of Court and mail it to the court address. You do not need to appear. The court will find you guilty and keep the 'deposit' amount as payment for your citation.

IF YOU DO NOTHING, the court may issue a warrant for your arrest, or may find you guilty and suspend your driver license if you fail to pay your fine.

DEMERIT POINT, SUSPENSION AND REVOCATION INFORMATION
This charge may result in demerit points assessed against you.

Accumulating 12 or more points within 12 consecutive months will be cause for suspending your driving privileges. If you have a probationary license, points for the second and subsequent convictions may be doubled. Depending on the circumstances and charge, conviction may result in a revocation or suspension of your driving privileges.

Traffic Safety School may be used to reduce points. For more information, contact the DMV.

WISCONSIN UNIFORM CITATION

T331 02/2017 WDOT s345.11 Wis. Stat



CONFIRMATION PAGE

Confirmation #: 35409

Date: 02/23/2020
Time: 06:00 pm CST

Status: Transaction Submitted

If you have any questions, email us at:
customerservice@ecitytransactions.com.

eCity | Transactions

Address (must match credit card address on file):

Joseph Fellin
 2231 S 82nd St
 West Allis, WI 53219

Ph#: 414-313-5551

Item	Qty	Description	Amount
Payments	1	General Payment	124.00
		Category: Warrant Other Department Accounting Code: 100.01.08.00.4272	
	1	Warrant Fee	25.00
		Accounting Code: 100.02.20.01.4333	
Subtotal:			149.00
Fee/Discount Cost (Convenience):			5.00
Total Charged to Credit Card *****1445:			\$154.00

All payments are subject to approval.

949 Glenview
 4:30

MUSKEGO MUNICIPAL COURT
W182 S8200 RACINE AVENUE
MUSKEGO, WI 53150
Telephone: 262-679-4114/Fax: 262-679-5605

RECORD OF JUDGMENT-TTP – COURT DATE: February 23, 2020

Joseph James Fellin
2231 S 82Nd St
West Allis, WI 53219

 **COPY**

CITATION # DL81CPTJPT

INITIAL CHARGE: Possession Of Drug Paraphernalia

PENALTIES ASSESSED: TOTAL AMOUNT DUE: \$250.00

AMOUNT PAID: \$0.00

BALANCE DUE: \$250.00

 **COPY**

****PAYMENT DUE DATE: April 8, 2020 BY 2:00PM****

If an amendment of the charge or dismissal of citation is offered, the amount due **MUST** be paid by the due date or the amendment/dismissal will revert back to the original charge and forfeiture.

****If unable to pay by your due date, you MUST appear in Court that day for an INDIGENCY HEARING at 5:30 PM.****

Payment can be made via the following options:

- **Mail check/money order to:** Muskego Municipal Court
W182 S8200 Racine Ave.
Muskego, WI 53150
- **Online or via cellphone** using *Credit/Debit card at www.cityofmuskego.org
- **In person** at the Muskego Court Office
Monday-Friday (excluding holidays) 8:30AM - 4:00PM. *Credit/Debit cards, cash, checks, money orders, and cashier checks are accepted. Make payable to "CITY OF MUSKEGO".

OR

Muskego Police Department (Police Department is open 24 hours a day, 7 days a week including Holidays)

Using Credit/Debit card is subject to processing fees as assessed by eCity Payment Services Inc.

***** If you have questions please, call the Court Clerk at 262-679-4114.*****

Penalties for non-payment by due date or non-appearance at Indigency Hearing will be imposed without further notice to you ANY OF THE FOLLOWING:

- Intercept your Taxes/Collections Agency
- Suspension of Driver's License and/or Suspension of Vehicle Registration
- Commitment for your arrest/Incarceration at Waukesha County Jail

NOTICE OF INTENT TO REFER DEBT FOR COLLECTION: Pursuant to section 71.93(8) and/or 71.935, Wisconsin Statutes, you are hereby notified that the Muskego Municipal Court may refer the debt to the Wisconsin Department of Revenue that you are indebted to Muskego Municipal Court for Municipal Citation(s). If this debt is not paid in full the amount due may be referred to a DOR agent for collection action. A delinquent collection fee of 15% of the unpaid balance or \$35.00, whichever is greater, will be added to your account. Collection action may include one or all of the following: • Interception of your Wisconsin tax refunds • Attachment of wages • Garnishment, seizure or levy against your property, including bank accounts and IRAs. • Filing a delinquent tax warrant with the Clerk of Courts in the county in which you reside and/or own property. ****To avoid this referral to the Department of Revenue, please pay the total debt due to Muskego Municipal Court, W182 S8200 Racine Ave., Muskego, WI 53150****



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

November 24, 2020

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

RE: Monthly Claims Report – December 1, 2020

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.
Tamara Effertz	10/16/19	\$7,000.00	2020-0006	19-2496
Sherilla Jefferson	4/27/20	\$29,000.00	2020-0325	20-428
Joshua Miranda	10/16/19	\$13,500.00	2019-0824	19-2201

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Joseph Fellin	12/17/19	\$775.00	2020-0725	19-2650
Kevin Harvey	9/18/20	\$3,500.00	2020-0652	20-1599
Paul Montalto	9/6/20	\$574.95	2020-1468	20-1468
Karen Mueller	7/23/20	\$3,608.25	2020-0700	20-1658
Henry Rogers	7/9/20	\$5,139.51	2020-0702	20-1690
Steve & Angela Wambach (West Bend Mutual Ins)	7/6/20	\$6,413.23	2020-0506	20-1245
Mike Watry (Boz's)	7/4/20	\$1,930.00	2020-0597	20-1421

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 of West Allis

Resolution: R-2020-0692

File Number: R-2020-0692

Final Action:

Sponsor(s): Public Works Committee

Resolution to accept the proposal of Aring Equipment for furnishing and delivering one 2020 Volvo EWR150E wheeled excavator with attachments for the total price of \$204,491

WHEREAS, the Public Works Sanitation and Street Division has a need to replace a 23 year old Caterpillar backhoe which is at the end of its service life. A wheeled excavator is more efficient, allowing for a smaller work zone, a smaller work crew, and more safety and maneuverability in congested areas; and,

WHEREAS, the Purchasing Division has reported that it has received cooperative proposals through the Sourcewell National Cooperative Contract, formerly named NJPA, Sourcewell Contract #032119-VCE for delivering one (1) 2020 Volvo EWR150E wheeled excavator with attachments for the Public Works Sanitation and Street Division of the City of West Allis; and,

WHEREAS, the Fleet Services Division of the Department of Public Works has determined that this contract meets all desired specifications, and that the cooperative agreement proposal received is reasonable; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of Aring Equipment be accepted.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated October 23, 2020 by Aring Equipment for the total net sum of \$204,491.00 be and is hereby accepted.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the purchase of the above described items, for an amount of \$204,491, is hereby authorized. Funding for this purchase has been budgeted and is available in the Fleet Services, General Public Works, Capital Items Budget, and the purchase will be charged to account number 100-4218-533-7003, Equipment.

BE IT FURTHER RESOLVED that the Purchasing Division be and is hereby authorized to enter into a contract for the aforesaid equipment.

ADOPTED

APPROVED

Rebecca Grill

Dan Devine



Brett Wollenzien
Fleet Services Superintendent
Department of Public Works
bwollenzien@westalliswi.gov
414.302.8807

MEMORANDUM

TO: Robert Barwick, Purchasing Division
FROM: Brett Wollenzien, Fleet Superintendent
DATE: November 23, 2020
SUBJECT: Purchase of Volvo EWR150E Wheeled Excavator

This is a memo to request the budgeted purchase of a Volvo EWR150E Wheeled Excavator with attachments (Rotating quick coupler, hydraulic thumb, 30" Ditching bucket, and Hydraulic hammer). This unit will be replacing our 23 year old Caterpillar Backhoe which is at the end of its service life.

The machine we are looking to procure has an excavator style boom. This allows the machine to work in close proximity of the trench and the dump truck which minimizes the amount of space occupied on the street which results in a safer work zone in congested areas. When our search began to replace our Backhoe, we looked at the work we do today and how we do it. We reached out to our Equipment Operators as well as other communities for input. We found that a wheeled excavator would be a more viable option. To start, the operator has an unrestricted view of the bucket, giving them a better view of where they are digging. This can allow them to see sensitive pipes and cables which they may hit using a Backhoe which in turn would require additional repair work. Wheeled Excavators are easier to maneuver and can work in tight spaces. Wheeled Excavators have a 360 degree working radius compared to the 180 degrees of a Backhoe. This allows added flexibility and options to dump material and load a truck. A Backhoe would require two lanes of traffic to be closed verses one lane with the Wheeled Excavator. This in turn could reduce the amount of staff needed at the job site. Along with truck loading from street cuts and concrete break-outs, this machine will also be used for ditch and basin clean out, storm drain and creek grate clean out, and brush and debris loading. All of these operations require the machine to be fully capable of reaching over obstacles such as guard rails, walls and other fixed objects. This will be a distinct advantage and function of the Wheeled Excavator.

Our original Major Equipment budget for 2020 to replace the Backhoe is \$184,500 and the Hydraulic Hammer under the 2021 budget is \$33,400.00 totaling \$217,900. With that said, the City is able to take advantage of the Sourcwell purchasing contract which allows us to receive the lowest possible price. I would recommend that it would be in the City's best interest to move forward with the purchase of the new Volvo EWR150E Wheeled Excavator with the attachments as quoted by Aring Equipment Company for a total price of \$204,491.

If you should have any further questions or concerns, please feel free to contact me.

Sincerely,

Brett Wollenzien
Fleet Services Superintendent



Fiscal Note Form

Part I.

Date:	File ID/Resolution/Ordinance Number:
11/24/2020	Original: <input type="checkbox"/> Substitute: <input type="checkbox"/>
Title:	
2020 Volvo EWR150E Wheeled Excavator and attachments	
Submitted By (Name, Title, Department, Ext.)	
Dave Wepking, Director	
Description:	
2020 Volvo EWR150E Wheeled Excavator with attachments	
Mandate:	Sunset?
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach documentation)	<input type="checkbox"/> No <input type="checkbox"/> Yes – term?

Part II.

This file (check all that apply):	
<input type="checkbox"/> Increases previously authorized expenditures	<input type="checkbox"/> Decreases previously authorized expenditures
<input type="checkbox"/> Increases city services	<input type="checkbox"/> Decreases city services
<input type="checkbox"/> Increases revenue	<input type="checkbox"/> Decreases revenue

Part III.

Purpose	Specify type/use	Expenditure	Revenue	Ongoing	1-3 yrs	3-5 yrs
Salaries/Wages		\$	\$			
Fringe Benefits		\$	\$			
Supplies/Materials		\$	\$			
Equipment	2020 Wheeled Excavator	\$ 204,491	\$			
Services		\$	\$			
Other		\$	\$			

Assumptions used in arriving at fiscal estimate:

Vendor estimates and equipment research of pricing and operational features.

Part IV.

Revenue Source:

☒ Department Account # 100-4218-535-70.03

☐ Grants ☐ Matching ☐ Fees ☐ TIF ☐ Contingency Fund

☐ Other, list:

Part V.

Impacts

Does this impact citizens or businesses in the City? ☐ No ☒ Yes – Describe impact:

Assist with excavating of the City's infrastructure, sanitary, storm, water.

Does this impact employees or operations? ☐ No ☒ Yes – Describe impact:

Address maintenance or emergency repairs of infrastructure.

What are the goals?

Completion of repairs of underground infrastructure.

What are the performance criteria?

Describe Timetable:

Immediate.

Miscellaneous

Does this require new positions? ☒ No ☐ Yes, how many?

Information Technology resources needed?

☒ No ☐ Yes – describe:

Part VI.

Performance Measurement Review Requested by committee or Common Council? ☐ Yes ☐ No

Timeline for review: _____

Description	Part #	List Price
Volvo EWR150E GPE Wheel Excavator	EWR150E	207,732.00
2-piece boom	XW10125	15,649.00
Arm, 8'0" (2.45m)	XW10211	6,500.00
Twin 10.00 16PR Bridgestone	XW20111	8,916.00
Stone protect.rings T/wheels	XW20310	267.00
Axles Standard 8'4" (2.55m)	XW20910	1,389.00
Axle locking plate 15mm	XW21010	0.00
Engine NA (MY 2019)	XW30113	0.00
35 km/h (22 mph) Equipment	XW30712	0.00
CareCab w/ opening hatch	XW40110	556.00
Seat belt, 3 inch retractable	XW40313	0.00
Joystick, proportional	XW40412	2,832.00
Radio MP3&USB&Bluetooth	XW40714	0.00
Dust net for radiator and oil cooler	XW41114	0.00
Travel alarm w/ 10 sec delay	XW50116	0.00
Standard travel lights, LED	XW50126	408.00
Additional camera on right hand	XW50128	0.00
Electrical center passage, 18 channels	XW50213	1,169.00
CareTrack, GSM/Satellite	XW50418	0.00
CareTrack Connectivity 4 yr Subscription	XW50611	0.00
X1, Breaker/Shear Piping	XW60245	861.00
Hydraulic proportional pedal	XW60615	187.00
X1 flow & pressure control	XW60411	902.00
Quick fit piping, SQF	XW60832	1,592.00
Pilot control pattern change	XW60910	1,449.00
Manual, English	XW70322	0.00
Manual, safety	XW70344	0.00
Counterweight standard (9,920 lbs)	XW80115	0.00
Frame Lifetime Warranty	XW80342	578.00
No bucket w/ pins	XW8297920	0.00
Linkage w/ lifting eye	XW10311	301.00
Axle mounted mudguards front & rear	XW20511	1,366.00
C3_Blade front/Outrigger rear w/ front & rear hitch	XW20659	22,847.00
Grab holder, bolt on type	XW20710	0.00
Drawer Type Toolbox Left hand	XW20813	1,147.00
Drawer Type Tool Box right hand	XW20814	1,147.00
Automatic digging brake	XW21111	876.00
TRAILER HITCH 50MM, for Blade	XW22003	1,909.00
TRAILER HITCH 50MM, for Outrig	XW22004	1,909.00
Tropical cooling.	XW30212	0.00
Engine block heater, 120V	XW30510	371.00
Seat, luxury	XW40217	2,108.00
Grapple Bucket Changeover	XW40424	2,150.00

Blade/Outrigger functions on LH Joystick	XW40425	530.00
Ashtray and lighter	XW40814	62.00
FLASHING BEACON CAB LED	XW50138	225.00
Add. Flash. Beacon CWT LED	XW50139	471.00
7 work lights LED	XW50152	2,010.00
Cruise control with creep speed	XW50310	732.00
CareTrack - WECU 3.2. AT&T	XW50417	0.00
Auto lubrication w linkage	XW50512	5,694.00
Hydraulic long life oil ISO VG32	XW60115	1,230.00
Quick fit piping, UQF	XW60833	1,592.00
X1 extra pipe for slope and rotator	XW60831	99.00
Grapple piping bkt cyl.	XW60836	1,988.00
X3 Control	XW60860	4,027.00
Boom suspension system	XW60929	6,144.00
SMV-plate (warning triangle)	XW80327	0.00
Volvo Smart View	NMX14578	3,344.00
Pin install UQF (380/426mm)	XW8283456	0.00
Total List Price		\$315,266
Sourcewell % off List (enter as % here)		40.6%
Sourcewell Price		\$187,268



City of West Allis

Resolution: R-2020-0693

File Number: R-2020-0693

Final Action:

Sponsor(s): Public Works Committee

Resolution to accept the proposal of McNeilus Truck and Manufacturing and JX Peterbilt for furnishing and delivering one McNeilus Model 2016 20 yard packer Peterbilt 520 cab and chassis; install plow hydraulics and plow controls total net sum to \$271,039.89

WHEREAS, the Public Works Sanitation and Street Division has a need to replace an 18-year old unit that has exceeded its service life. This will enhance the reliability of the refuse and snow plowing fleet; and,

WHEREAS, the Purchasing Division has reported that it has received cooperative proposals through the Sourcewell National Cooperative Contract, formerly named NJPA, Sourcewell Contract #091219-MCN for delivering one (1) McNeilus Model 2016 20 yard packer body for \$107,417 and one (1) Peterbilt 520 cab and chassis for \$140,856.41 for the Public Works Sanitation and Street Division of the City of West Allis; and,

WHEREAS, the Fleet Services Division of the Department of Public Works has determined that this contract meets all desired specifications, and that the cooperative agreement proposal received is reasonable; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposals of McNeilus Truck and Manufacturing and Peterbilt be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposals dated October 20, 2020, October 27, 2020, October 30, 2020, and November 4, 2020 by McNeilus Truck and Manufacturing, MacQueen Equipment, Peterbilt, and Force America, respectively, for the total net sum of \$271,039.89 be and is hereby accepted.

BE IT FURTHER RESOLVED by the Mayor and Common Council of the City of West Allis that the purchase of the above described items, for an amount of \$271,039.89, is hereby authorized. Funding for this purchase has been budgeted and is available in the Fleet Services, General Public Works, Capital Items Budget, and the purchase will be charged to Account Number 100-4201-535-7003, Equipment.

BE IT FURTHER RESOLVED that the Purchasing Division be and is hereby authorized to enter into a contract for the aforesaid equipment.

ADOPTED

APPROVED

Rebecca Grill


Dan Devine



Brett Wollenzien
Fleet Services Superintendent
Department of Public Works
bwollenzien@westalliswi.gov
414.302.8807

MEMORANDUM

TO: Robert Barwick, Purchasing Division
FROM: Brett Wollenzien, Fleet Superintendent
DATE: November 23, 2020
SUBJECT: Purchase of 20 yd. Capacity Refuse Packer

This is a memo to request the budgeted purchase of a 20 yard capacity refuse packer to replace an 18 year old unit that has exceeded its service life. The replacement of this refuse packer will enhance the reliability of the refuse and snow plowing fleet. With assistance from the Purchasing Division, we were able to select a proven and reliable cab chassis body combination. This budgeted combination consists of a McNeilus Model 2016 20 yard packer body from McNeilus Truck and Manufacturing for \$107,417 and a Peterbilt 520 cab and chassis from JX Peterbilt for \$140,856.41. To extend the service life and reduce potential maintenance costs, we opted for a five year extended warranty for the engine and aftertreatment systems in the amount of \$2,490 which is included in the Peterbilt price. Additionally, Macqueen Equipment will be installing the complete plow system on the packer in the amount of \$15,806.48. Fleet will purchase the plow controls and the hydraulic valve body separately for the plow system through Force America Distributing in the amount of \$6,960.

All of the selected dealers are Sourcewell Cooperative members which allows the City to receive the best price and value possible when purchasing. With the reliability of the McNeilus and Peterbilt products and service the city has experienced in the past, I recommend the combined purchase of the McNeilus 20 yard packer body and the Peterbilt 520 cab and chassis.

If you should have any further questions or concerns, please feel free to contact me.

Sincerely,

Brett Wollenzien
Fleet Services Superintendent



Fiscal Note Form

Part I.

Date:	File ID/Resolution/Ordinance Number:
11/24/2020	Original: <input type="checkbox"/> Substitute: <input type="checkbox"/>
Title:	
Refuse Packer (Peterbilt cab and chassis) purchase	
Submitted By (Name, Title, Department, Ext.):	
Dave Wepking, Director	
Description:	
McNeilus Model 2016 20 yard rear-loading packer cab and chassis (Peterbilt)	
Mandate:	Sunset?
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach documentation)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – term?

Part II.

This file (check all that apply):	
<input type="checkbox"/> Increases previously authorized expenditures	<input type="checkbox"/> Decreases previously authorized expenditures
<input type="checkbox"/> Increases city services	<input type="checkbox"/> Decreases city services
<input type="checkbox"/> Increases revenue	<input type="checkbox"/> Decreases revenue

Part III.

Purpose	Specify type/use	Expenditure	Revenue	Ongoing	1-3 yrs	3-5 yrs
Salaries/Wages		\$	\$			
Fringe Benefits		\$	\$			
Supplies/Materials		\$	\$			
Equipment	Refuse Packer	\$ 271,039.89	\$			
Services		\$	\$			
Other		\$	\$			

Assumptions used in arriving at fiscal estimate:

Vendor estimates and equipment research of pricing and operational features.

Part IV.

Revenue Source:

<input checked="" type="checkbox"/> Department Account # <u>100-4201-535-70.03</u> <input type="checkbox"/> Grants <input type="checkbox"/> Matching <input type="checkbox"/> Fees <input type="checkbox"/> TIF <input type="checkbox"/> Contingency Fund <input type="checkbox"/> Other, list: _____

Part V.

Impacts
Does this impact citizens or businesses in the City? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe impact: Provides refuse/recycling services to residents. Assist with plowing snow to keep streets clear.
Does this impact employees or operations? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe impact: Increase efficiency with reduced equipment repairs, provides better service with collection and plowing.
What are the goals?
To increase life cycle of refuse fleet. Provide more reliable equipment to increase/maintain services.
What are the performance criteria?
Collection of refuse/recycling material and providing snow plowing.
Describe Timetable:
Immediate.
Miscellaneous
Does this require new positions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, how many? _____
Information Technology resources needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – describe: _____

Part VI.

Performance Measurement Review Requested by committee or Common Council? <input type="checkbox"/> Yes <input type="checkbox"/> No
Timeline for review: _____



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: SAME AS BELOW

Invoice To: CITY OF WEST ALLIS
7525 W GREENFIELD AVE
WEST ALLIS WI 53214

Branch 02 - MENOM FALLS WI		
Date 10/30/2020	Time 10:22:15 (O)	Page 1
Account No WESTA001	Phone No 4143028822	Est No 01 001794
Ship Via		Purchase Order SERVICE
Tax ID No		
		Salesperson 101

ESTIMATE EXPIRY DATE: 11/29/2020

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: ? MISCELLANEOUS EQUIPMENT MS #: ?
Make: ? Model: ?
Is to have the following work done

PLOW INSTALL ESTIMATE

ADDITIONAL DESCRIPTION:

INSTALL PLOW HITCH, CONTROLS AND HOSES/VALVING. CUSTOMER TO
SUPPLY CONTROLS

Part#	Description	Qty	Price	Amount
225CDP	HITCH,TRK SIDE	1	5530.00	5530.00
SH3-62	QUIK-CONNECT	8	94.24	753.92
SH3-63	QUIK-CONNECT	8	38.57	308.56
S-100	VALVE	1	306.00	306.00
SUBLETL	STEEL MISC PART	1	1600.00	1600.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES	348.00	348.00

Parts: 6898.48
Labor: 6960.00
Sublet: 1600.00
Miscellaneous: 348.00
TOTAL: 15806.48

Authorization: _____



10/27/2020

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

JX Peterbilt – Waukesha is pleased to present a price quotation for (1) New 2022 Peterbilt Model 520 Tandem Axle Chassis. Please Review the specs and feel free to contact me with any questions you have.

Quotation being made with Sourcewell Contract # 081716-PMC

Total Peterbilt List Price	\$235287.00
41.32% Sourcewell Contract Discount	<u>-\$ 97,220.59</u>
Total Sourcewell Price for Peterbilt 520	\$138,066.41

520 Tandem Axle	
New Truck Net Price	\$ 138,066.41
Doc Fee	\$ 300.00
Title Fee	\$ 164.50
Five Year 100k Engine Warranty	\$ 1,750.00
Five Year 100k Aftertreatment	\$ 740.00
Total	\$ \$140,856.41

***Price includes Framelayout and caps and covers.**
***included is an Operators Maintenance Manual CMMP Manual**

The Net Delivered Price includes dealer prep and freight, F.O.B. West Allis, WI or the body builder of your choice.

John Hoffman
Sales Executive
JX Peterbilt – Waukesha
PO Box 49, Waukesha WI 53187
820 Silvernail Road, Suite A, Pewaukee WI 53072
Business 262.547.0001 Toll Free 800.558.0524 Fax 262.547.6647

Visit us at
www.JXE.com

Date: 11/4/20

Total Pages (including cover):3

To: City Of West Allis
7525 W Greenfield Ave
West Allis WI 53214
USA

Attn: Brett Wollenzien
Email:

From: FORCE America Distributing LLC
1601 Airport Road
Waukesha WI 53188
USA
waukesha@forceamerica.com

Phone Number:800-722-5844

FAX Number:262-896-3510

Subject:
Message:

**FORCE America Distributing, LLC.**

A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

Sales Quotation

QUOTE

QT001-1193812-1

DATE

11/4/2020

PAGE

2 OF 3

SOLD TO
685000
City Of West Allis
7525 W Greenfield Ave
West Allis WI 53214
USA

SHIP TO
116644
City Of West Allis
Equipment Division
6300 W Mc Geoch
West Allis WI 53219
USA

Expiration Date: 12/4/2020
Customer Ref.: Snow Plow Control
Customer P/O:
Customer Contact: Brett Wollenzien
Payment Terms: Net 30 days
Created By: Matt Shotton
Sales Rep: Braovac, Robert Z
F.O.B.: Waukesha, WI

Ship From: FORCE America Distributing
LLC
Site 102
1601 Airport Road
Waukesha WI 53188
USA

NOTES

City of West Allis, WI

Force America Ultra control less the arm assembly to control the plow only
This will have one joystick to operate the plow lift/angle
This control does NOT include and integrated spreader control

6-8 week lead time
F.O.B. - Waukesha

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	1090630 CFG-008749 AAF10(UNL)-4-4-E Force America Add-a-fold valve to operate: D/A plow lift without float and D/A plow angle F-A KIT-CFG	1	EA	2,265.00	2,265.00
2	1086365 Rev. B 2 & 3 Bank Enclosure With All 10 Series Sections MCV-99ENCL-3S	1	EA	485.00	485.00
3	1090624 CFG-066586 MPJC-BLANK-3-ULTRA-NO-ARM C/O West Allis WI ELC KIT-CFG	1	EA	4,135.00	4,135.00
Force America Ultra control less the arm assembly to control the plow only This will have one joystick to operate the plow lift/angle This control does NOT include and integrated spreader control					
Unless Otherwise Noted, Prices Do Not Include Freight					
Accepted By: _____		MERCHANDISE TOTAL: \$6,885.00			
Date: _____		MISC CHARGE: \$0.00			
		TAX: \$0.00			
		QUOTE TOTAL: \$6,885.00			

Questions about your order? Contact us by phone at 800-722-5844 or email us at waukesha@forceamerica.com

www.forceamerica.com

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**FORCE AMERICA DISTRIBUTING LLC
TERMS AND CONDITIONS**

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by FORCE America Distributing LLC and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Oct 20, 2020

City Of West Allis Equipment

Attn:

6300 W McGeogh Ave
West Allis, WI 53219
USA

Thank you for the opportunity to provide this proposal.

We are pleased to submit the attached quotation for (1) Model 2016: 3.5HD 20 yd Rear Loader.

This quotation is priced using Sourcewell and is comprised of several documents, including:

Cover Letter
Quote Form
Specifications
Terms And Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. We look forward to hearing from you.

Sincerely,

Josh Nevels
Mgr - Regional Sales

PO Box 458
Hutchins, TX
Phone: 9722252313

Email: jnevels@mcneilusco.com

McNeilus Truck and Manufacturing Inc.



PO Box 458
Hutchins, TX
9722252313

Quote Number: 109202010050926

Rev: 0

Catalog: 19.04.17

Model 2016: 3.5HD 20 yd Rear Loader

Printed: 10/20/2020

Quoted/Sold To:

Delivery Point:

City Of West Allis Equipment Division
6300 W Mcgeogh Ave
West Allis, WI 53219
USA
Attn:

City Of West Allis Equipment Division
6300 W Mcgeogh Ave
West Allis, WI 53219
USA

Total Configured Price	\$106,567
Surcharge	0
Specials	0
FET	0
Freight	850
Extended Warranties	0
Miscellaneous	0
Sales Tax	0
Total Unit Price	\$107,417
Quantity	1
Extended Price	\$107,417
Required Down Payment	\$10,742

Quantity Discount

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Taxes

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Specifications

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options

Special options are subject to engineering application approval.

Terms & Conditions

This quotation assumes and is subject to the standard terms and conditions of London Machinery, Inc., McNeilus Truck and Manufacturing Inc. and Oshkosh Corporation, including limitations of warranty.

This quotation is valid until 12/04/2020.

Any order is contingent upon acceptance by McNeilus Truck and Manufacturing Inc.

Payment Terms

Due upon receipt

Quotation Currency

All prices are in US Dollars (USD)

Acceptance

By signing and returning this document, you are indicating that you have read and approved the above specification.

Please return this signed quotation and down payment to your McNeilus representative.

If you have any questions, please feel free to contact us.

THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.

Date(s) chassis will arrive at McNeilus

Authorized Signature

Date



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Quote Number: 109202010050926
Rev: 0

Catalog: 19.04.17
Printed: 10/20/2020

Chassis Type: CUSTOMER
Chassis Specification: CT - Peterbilt 520 Diesel

Customer Provided Chassis:

This quotation does not include a chassis. The customer will provide a chassis of the type noted, and must provide Vehicle Identification Numbers (VINs) and anticipated arrival dates as soon as possible.

The chassis must meet certain specific requirements for dimensions and included features and/or accessories.

Deviations from these requirements may cause price and delivery adjustments to the customer, due to additional labor and/or materials which must be provided by McNeilus.

Example issues which might result in extra charges and/or delays include:

Component mounting locations, such as exhaust, battery boxes, air tanks, etc.

Improper dimensions, such as wheelbase, cab-to-axle, after-frame, etc.

Late arrival of the chassis to McNeilus may result in a delivery delay of the completed unit to the customer. This delay may be greater than the original delay of chassis arrival, due to increasing demand for McNeilus products in the intervening period.



McNeilus Truck and Manufacturing Inc.

 PO Box 458
 Hutchins, TX
 972252313

 Quote Number: 109202010050926
 Rev: 0

 Catalog: 19.04.17
 Printed: 10/20/2020
Other Chassis Features:**Chassis**

AERO	Mirrors	Aero Style
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Configuration

DSL	Fuel Type	Diesel
SSCU	Steering	Street Side Seated and Curb Side Stand-Up Steering

Summary

N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
17MX11	Engine	Paccar MX-11, 2017 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
REMCON	PTO Type	Remote Mount Constant Mesh
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
HHM	Rear Suspension	Hendrickson Haulmaax
Y	Safety	Safety Triangle Kit in Cab
ELECT	Throttle Type	Electronic
A45	Transmission	Allison 4500 RDS

McNeilus Body Features:**Body**

20R	Capacity	20 yd 3.5TG Rear Loader
Y	Controls	Flashing Warning Light for TG Up
Y	End Cap	End Cap Reinforcement
STD	Floor	Body Longitudinal Width: 33-1/2 inches
NONE	Floor	No Body Floor Liner
HD	Floor	Heavy Duty Floor (1/4) AR200
AFSL	Ladder	Access Door Ladder, Fold-Up with Shut Down and Light
	Model	Model 2016: 3.5HD 20 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

Cameras

RC	Backup	Backup Camera, Center of Tailgate
CH	Monitor	Monitor Mount Center Overhead
TG	Monitor	Backup Camera Displayed in Reverse



McNeilus Truck and Manufacturing Inc.

PO Box 458

Hutchins, TX

9722252313

Quote Number: 109202010050926

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Printed: 10/20/2020

System Info	SSV9 (2017) 9" Color 6 port, 128GB SD Card, 2 Cameras
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Hydraulics

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
Y	Miscellaneous	Pack at Idle
CF	Miscellaneous	Check Fluid KP14NV
ALL	Other	Wrap All Hydraulic Hoses (Cordura)
B	Other	Warning Light and Buzzer, Low Hydraulic Oil
VANE	Pump	Hydraulic Pump, Vane Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

Lighting

L	Fender	Fender Lights, Rear Facing, LED
1L	Hopper	Hopper Work Lights: 1 LED
S	Miscellaneous	Single Switch Control for CS & SS Lights
DU	Reverse	Reverse Lights, 4 inch dual in upper tailgate
TGOA	Smart Lights	Smart Lights, (8), 4" on Tailgate Rear/Side; Oval Body Front
LEDE	Type, General	LED, McNeilus Standard (where applicable)

Miscellaneous

QF	Other	Plastic Quarter Fenders, Front
Y	Other	Throttle Master in Cab
SPLITS	Other	Swivel Mount Composite Control Box
Y	Other	Ejection Control in Cab
BLMIN	Other	Plastic Rear Fenders, Minimizer, Black
FOB	Other	Power Distribution Module, Front of Body, Streetside
CC	Other	Cab Mounted Rocker Switches and Plumbing Only for Future Plow
ALL	Other	Remote TG Hinge, Lift, S&S Cylinder Lube
UPPER	Other	Mount TG in Upper Hole
Y	Other	Tailgate Up/Down Control in Cab
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm

Paint

AG	Body Clear Coat	Anti-Graffiti Body Clear Coat
TEMP	Category	Standard template
1M	Configuration	Paint Body: One Color



McNeilus Truck and Manufacturing Inc.

 PO Box 458
 Hutchins, TX
 9722252313

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Y	DOT Tape	Yes
BDY	Ladder	Match Body Color
ES	Miscellaneous	English/Spanish Decals and Markings
VG104BDY	Undercoating	Undercoating: VG104 Body Only

Residential

CT	Cart Tipper	Cart Tipper Activated Slide/Sweep Lockout
BOTHM	Cart Tipper	Manual Linkage, Curbside and Streetside
BOTH	Cart Tipper	Location: Curbside and Streetside
D6220	Cart Tipper	Cart Tipper Model: Perkins D6220 (Qty 2)
FLUSH	Cart Tipper	Flush Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM

Slide/Sweep

CS	Controls	Standard Linkage Curbside
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Tailgate

CS	Controls	Rear-to-Cab Buzzer, Curbside
1/4	Hopper	Hopper Liner, 1/4 inch AR200
O-TYPE	Load Edge	"O" Type Load Edge
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
Y	Miscellaneous	Nitrited Slide and Sweep Pin
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
3.5HD	Type	3.5 Yd w/ Heavy Duty Cylinders

Paint Instructions:

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout#:	Color 1:
# of Colors: 1	Color 2:
Color 1:	Frame Paint: No Frame Paint
Color 2:	Wheel Paint: No Wheel Paint
Color 3:	Color 1:
Color 4:	Bumper Paint: No Bumper Paint
	Body Clearcoat: Anti-Graffiti Body Clear Coat

Special Features and Options:



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Quote Number: 109202010050926
Rev: 0

Catalog:19.04.17
Printed:10/20/2020

Extended Warranties:

Body	1 Year RL Body Warranty
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Options Available at Additional Cost (not included in quoted price):

Additional Notes:



McNeilus Truck and Manufacturing Inc.
HIGHWAY 34 EAST
POST OFFICE BOX 70
DODGE CENTER, MINNESOTA 55927
507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNeilus are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with then current McNeilus procedure. Acceptance by McNeilus of order from Buyer is expressly conditioned upon Buyer acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNEILUS IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (Highway 34 East, P.O. Box 70, Dodge Center, MN, 55927, U.S.A., ATTN: VP-Finance). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis - ex factory shipping point; and b) Parts - FOB shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in US dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: Cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension or credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales, and payment. McNeilus may demand immediate payment for trucks; chassis or parts shipped from Buyer location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance. Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus inspection or disposition.

Limited Warranty; Disclaimer. McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. McNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect, or consequential damages, whether resulting from non-delivery or from negligence of McNeilus or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.



Terms and Conditions of Sale Including Limitations of Warranty (Continued)

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with Buyer sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state, and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effects of this Agreement are governed by the laws of the State of Minnesota. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.



City of West Allis

Resolution: R-2020-0694

File Number: R-2020-0694

Final Action:

Sponsor(s): Public Works Committee

Resolution to accept the proposal of McNeilus Truck and Manufacturing for furnishing and delivering one Model 2016 3.5HD 20 yard packer body with necessary chassis modifications for the amount of \$111,515

WHEREAS, the Public Works Sanitation and Street Division has a need to replace a 2014 model year chassis that is no longer suitable to be utilized due to changes in the City of West Allis recycling program. Due to these changes it was determined that a 25 yard body was no longer necessary and that the current chassis is suitable to be retrofitted with a 20 yard body. Modifications will include replacement of hydraulics, including PTO and Pump, as well as frame shortening; and,

WHEREAS, the Purchasing Division has reported that it has received cooperative proposals through the Sourcewell National Cooperative Contract, formerly named NJPA, Contract #091219-MCN for delivering one (1) McNeilus 2016 model 3.5HD 20 yard packer body with necessary chassis modifications, for the Public Works Sanitation and Street Division of the City of West Allis; and,

WHEREAS, the Fleet Services Division of the Department of Public Works has determined that this contract meets all desired specifications and that the cooperative agreement proposal received is reasonable; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposals of McNeilus Truck and Manufacturing be accepted.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal, dated October 30, 2020 by McNeilus Truck and Manufacturing for the total net sum of \$111, 515.00 be and is hereby accepted.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the purchase of the above described item, for an amount of \$111, 515.00, is hereby authorized. Funding for this purchase has been budgeted and is available in the Fleet Services, General Public Works, Capital Items Budget, and the purchase will be charged to Account Number 550-4233-535-70.03, Equipment.

BE IT FURTHER RESOLVED that the Purchasing Division be and is hereby authorized to enter into a contract for the aforesaid equipment.

ADOPTED

APPROVED

Rebecca Grill

Dan Devine



Brett Wollenzien
Fleet Services Superintendent
Department of Public Works
bwollenzien@westalliswi.gov
414.302.8807

MEMORANDUM

TO: Robert Barwick, Purchasing Division
FROM: Brett Wollenzien, Fleet Superintendent
DATE: November 23, 2020
SUBJECT: Sole Source Purchase of 20 yd. Recycling Body Replacement

Included in the Solid Waste Utilities equipment budget for 2020 are funds in the amount of \$123,000 to purchase a new replacement recycling truck body. Truck 857 is a 2014 model year truck chassis. It currently has a 25 yard 60/40 split recycling body mounted onto it which was used back when the City had the blue recycling bags. This type of body is no longer usable for the current operations in place today; hence the truck is not being utilized for our recycling program.

When reviewing our current fleet, it was determined that there was not a need for another 25 yard capacity recycling body, but rather a 20 yard unit. We found that our current chassis could be retrofitted to accommodate the smaller 20 yard body with some modifications to it.

Taking this all into consideration along with the modifications, McNeilus Truck and Manufacturing can supply us with the Model 2016 20 yard packer body and make the necessary chassis modifications in the amount of \$111,515. McNeilus is a Sourcewell Cooperative member which allows the City to receive the lowest possible price and value. I recommend it to be in the City's best interest to move forward with the purchase of a new 20 yard recycling body from McNeilus Truck and Manufacturing.

If you should have any further questions or concerns, please feel free to contact me.

Sincerely,

Brett Wollenzien
Fleet Services Superintendent



Fiscal Note Form

Part I.

Date:	File ID/Resolution/Ordinance Number:
11/24/2020	Original: <input type="checkbox"/> Substitute: <input type="checkbox"/>
Title:	
Refuse Packer Body McNeilus	
Submitted By (Name, Title, Department, Ext.)	
Dave Wepking, Director	
Description:	
Purchase of a 20 yard packer body (McNeilus)	
Mandate:	Sunset?
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach documentation)	<input type="checkbox"/> No <input type="checkbox"/> Yes – term?

Part II.

This file (check all that apply):	
<input type="checkbox"/> Increases previously authorized expenditures	<input type="checkbox"/> Decreases previously authorized expenditures
<input type="checkbox"/> Increases city services	<input type="checkbox"/> Decreases city services
<input type="checkbox"/> Increases revenue	<input type="checkbox"/> Decreases revenue

Part III.

Purpose	Specify type/use	Expenditure	Revenue	Ongoing	1-3 yrs	3-5 yrs
Salaries/Wages		\$	\$			
Fringe Benefits		\$	\$			
Supplies/Materials		\$	\$			
Equipment	20 yard Packer Body	\$ 111,515	\$			
Services		\$	\$			
Other		\$	\$			

Assumptions used in arriving at fiscal estimate:

Vendor estimates and equipment research of pricing and operation features.

Part IV.

Revenue Source:

<input checked="" type="checkbox"/> Department Account # <u>550-4233-535-70.03</u> <input type="checkbox"/> Grants <input type="checkbox"/> Matching <input type="checkbox"/> Fees <input type="checkbox"/> TIF <input type="checkbox"/> Contingency Fund <input type="checkbox"/> Other, list: _____

Part V.

Impacts
Does this impact citizens or businesses in the City? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe impact: Provides refuse/recycling containment that can be used to both collections in lieu of a split container.
Does this impact employees or operations? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe impact: More efficient, can be used for both collections i.e. refuse and recycling.
What are the goals?
Increase dependability, service life of refuse/recycling fleet.
What are the performance criteria?
Collection/storage of refuse and recycling materials.
Describe Timetable:
Immediate.
Miscellaneous
Does this require new positions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, how many? _____
Information Technology resources needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – describe: _____

Part VI.

Performance Measurement Review Requested by committee or Common Council? <input type="checkbox"/> Yes <input type="checkbox"/> No
Timeline for review: _____



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Oct 30, 2020

City Of West Allis Equipment

Attn:

6300 W McGeogh Ave
West Allis, WI 53219
USA

Thank you for the opportunity to provide this proposal.

We are pleased to submit the attached quotation for (1) Model 2016: 3.5HD 20 yd Rear Loader.

This quotation is comprised of several documents, including:

Cover Letter
Quote Form
Specifications
Terms And Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. We look forward to hearing from you.

Sincerely,

Josh Nevels
Mgr - Regional Sales

PO Box 458
Hutchins, TX
Phone: 9722252313

Email: jnevels@mcneilusco.com



McNeilus Truck and Manufacturing Inc.

 PO Box 458
 Hutchins, TX
 9722252313

Quote Number: 109202010130858

Rev: 0

Catalog: 19.04.17

Model 2016: 3.5HD 20 yd Rear Loader

Printed: 10/30/2020

Quoted/Sold To:**Delivery Point:**
 City Of West Allis Equipment Division
 6300 W Mcgeogh Ave
 West Allis, WI53219
 USA
 Attn:

,

Total Configured Price	\$106,515
Surcharge	0
Specials	3,200
FET	0
Freight	1,800
Extended Warranties	0
Miscellaneous	0
Sales Tax	0
Total Unit Price	\$111,515
Quantity	1
Extended Price	\$111,515
Required Down Payment	\$11,152

Quantity Discount

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Taxes

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Specifications

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options

Special options are subject to engineering application approval.

Terms & Conditions

This quotation assumes and is subject to the standard terms and conditions of London Machinery, Inc, McNeilus Truck and Manufacturing Inc. and Oshkosh Corporation, including limitations of warranty.

This quotation is valid until 11/12/2020.

 Any order is contingent upon acceptance by McNeilus
 Truck and Manufacturing Inc.
Payment Terms

Due upon receipt

Quotation Currency

All prices are in US Dollars (USD)

Acceptance
 By signing and returning this document, you are indicating that you have read and approved the
 above specification.

Please return this signed quotation and down payment to your McNeilus representative.

If you have any questions, please feel free to contact us.

 THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE
 INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS
 PRACTICABLE.

 Date(s) chassis will arrive at McNeilus

 Authorized Signature

 Date



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Quote Number: 109202010130858
Rev: 0

Catalog: 19.04.17
Printed: 10/30/2020

Chassis Type: CUSTOMER
Chassis Specification: CT - Peterbilt 320

Customer Provided Chassis:

This quotation does not include a chassis. The customer will provide a chassis of the type noted, and must provide Vehicle Identification Numbers (VINs) and anticipated arrival dates as soon as possible.

The chassis must meet certain specific requirements for dimensions and included features and/or accessories.

Deviations from these requirements may cause price and delivery adjustments to the customer, due to additional labor and/or materials which must be provided by McNeilus.

Example issues which might result in extra charges and/or delays include:

Component mounting locations, such as exhaust, battery boxes, air tanks, etc.

Improper dimensions, such as wheelbase, cab-to-axle, after-frame, etc.

Late arrival of the chassis to McNeilus may result in a delivery delay of the completed unit to the customer. This delay may be greater than the original delay of chassis arrival, due to increasing demand for McNeilus products in the intervening period.



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Other Chassis Features:**Chassis**

AERO	Mirrors	Aero Style
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Configuration

DSL	Fuel Type	Diesel
SSCU	Steering	Street Side Seated and Curb Side Stand-Up Steering

Summary

N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
17MX11	Engine	Paccar MX-11, 2017 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
REMCON	PTO Type	Remote Mount Constant Mesh
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
HHM	Rear Suspension	Hendrickson Haulmaax
Y	Safety	Safety Triangle Kit in Cab
ELECT	Throttle Type	Electronic
A45	Transmission	Allison 4500 RDS

McNeilus Body Features:**Body**

20R	Capacity	20 yd 3.5TG Rear Loader
Y	Controls	Flashing Warning Light for TG Up
Y	End Cap	End Cap Reinforcement
STD	Floor	Body Longitudinal Width: 33-1/2 inches
NONE	Floor	No Body Floor Liner
HD	Floor	Heavy Duty Floor (1/4) AR200
AFSL	Ladder	Access Door Ladder, Fold-Up with Shut Down and Light
	Model	Model 2016: 3.5HD 20 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

Cameras

RC	Backup	Backup Camera, Center of Tailgate
CH	Monitor	Monitor Mount Center Overhead
TG	Monitor	Backup Camera Displayed in Reverse



McNeilus Truck and Manufacturing Inc.

PO Box 458

Hutchins, TX

972252313

Quote Number: 109202010130858

Rev: 0

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Printed: 10/30/2020

System Info	SSV9 (2017) 9" Color 6 port, 128GB SD Card, 2 Cameras
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Hydraulics

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
Y	Miscellaneous	Pack at Idle
CF	Miscellaneous	Check Fluid KP14NV
ALL	Other	Wrap All Hydraulic Hoses (Cordura)
B	Other	Warning Light and Buzzer, Low Hydraulic Oil
VANE	Pump	Hydraulic Pump, Vane Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

Lighting

L	Fender	Fender Lights, Rear Facing, LED
1L	Hopper	Hopper Work Lights: 1 LED
S	Miscellaneous	Single Switch Control for CS & SS Lights
DU	Reverse	Reverse Lights, 4 inch dual in upper tailgate
TGOA	Smart Lights	Smart Lights, (8), 4" on Tailgate Rear/Side; Oval Body Front
LEDE	Type, General	LED, McNeilus Standard (where applicable)

Miscellaneous

QF	Other	Plastic Quarter Fenders, Front
Y	Other	Throttle Master in Cab
SPLITS	Other	Swivel Mount Composite Control Box
Y	Other	Ejection Control in Cab
BLMIN	Other	Plastic Rear Fenders, Minimizer, Black
FOB	Other	Power Distribution Module, Front of Body, Streetside
CC	Other	Cab Mounted Rocker Switches and Plumbing Only for Future Plow
ALL	Other	Remote TG Hinge, Lift, S&S Cylinder Lube
UPPER	Other	Mount TG in Upper Hole
Y	Other	Tailgate Up/Down Control in Cab
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm

Paint

AG	Body Clear Coat	Anti-Graffiti Body Clear Coat
TEMP	Category	Standard template
1M	Configuration	Paint Body: One Color



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Y	DOT Tape	Yes
BDY	Ladder	Match Body Color
ES	Miscellaneous	English/Spanish Decals and Markings
VG104BDY	Undercoating	Undercoating: VG104 Body Only

Residential

CT	Cart Tipper	Cart Tipper Activated Slide/Sweep Lockout
BOTHM	Cart Tipper	Manual Linkage, Curbside and Streetside
BOTH	Cart Tipper	Location: Curbside and Streetside
D6220	Cart Tipper	Cart Tipper Model: Perkins D6220 (Qty 2)
FLUSH	Cart Tipper	Flush Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM

Slide/Sweep

CS	Controls	Standard Linkage Curbside
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Tailgate

CS	Controls	Rear-to-Cab Buzzer, Curbside
1/4	Hopper	Hopper Liner, 1/4 inch AR200
O-TYPE	Load Edge	"O" Type Load Edge
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
Y	Miscellaneous	Nitrited Slide and Sweep Pin
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
3.5HD	Type	3.5 Yd w/ Heavy Duty Cylinders

Paint Instructions:

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout #:	Color 1:
# of Colors: 1	Color 2:
Color 1:	Frame Paint: No Frame Paint
Color 2:	Wheel Paint: No Wheel Paint
Color 3:	Color 1:
Color 4:	Bumper Paint: No Bumper Paint
	Body Clearcoat: Anti-Graffiti Body Clear Coat

Special Features and Options:

R00A-FHBF-LP20-P4FL-R2061
\\12792 Slide Wheel Base on REL at MN service



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Extended Warranties:

Body	1 Year RL Body Warranty
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Options Available at Additional Cost (not included in quoted price):

Additional Notes:



McNeilus Truck and Manufacturing Inc.
HIGHWAY 34 EAST
POST OFFICE BOX 70
DODGE CENTER, MINNESOTA 55927
507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNeilus are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with then current McNeilus procedure. Acceptance by McNeilus of order from Buyer is expressly conditioned upon Buyer acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNEILUS IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (Highway 34 East, P.O. Box 70, Dodge Center, MN, 55927, U.S.A., ATTN: VP-Finance). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis - ex factory shipping point; and b) Parts - FOB shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in US dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: Cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension or credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales, and payment. McNeilus may demand immediate payment for trucks; chassis or parts shipped from Buyer location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance. Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus inspection or disposition.

Limited Warranty: Disclaimer. McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. McNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect, or consequential damages, whether resulting from non-delivery or from negligence of McNeilus or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.



Terms and Conditions of Sale Including Limitations of Warranty (Continued)

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with Buyer sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state, and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effects of this Agreement are governed by the laws of the State of Minnesota. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.



City of West Allis

Resolution: R-2020-0718

File Number: R-2020-0718

Final Action:

Sponsor(s): Public Works Committee

Resolution authorizing the City Engineer to amend an existing agreement with Barrientos Design & Consulting, Inc. for additional Architectural Consulting Services related to the Public Works facility in an amount not to exceed \$18,256 and authorizing and directing the appropriate City officials to execute a budget amendment to transfer the necessary funds for this work.

WHEREAS, The West Allis Common Council authorized an amendment to the Professional Service contract with Barrientos Design & Consulting, Inc. on February 5, 2019 (R-2019-0098) for Architectural Consulting Services related to Site Selection, Facility Programing and a Time Management Study for the City's DPW Municipal Garage in the amount of \$51,500; and,

WHEREAS, The West Allis Common Council authorized an amendment to the Professional Service contract with Barrientos Design & Consulting, Inc. on March 5, 2019 (R-2019-0169) for Architectural Consulting Services related to the City Hall and Public Works facilities in the amount of \$11,000; and,

WHEREAS, The West Allis Common Council authorized an amendment to the Professional Service contract with Barrientos Design & Consulting, Inc. on June 18, 2019 (R-2019-0405) for Architectural Consulting Services related to City Hall functions and Public Works functions and a potential combined Municipal Campus in the amount of \$13,000; and,

WHEREAS, the City will need further assistance from Barrientos Design & Consulting, Inc. for additional Architectural Consulting Services related to the Public Works facility in an amount not to exceed \$18,256.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that up to \$18,256 is hereby approved for Barrientos Design & Consulting, Inc. for additional Architectural Consulting Services related to the Public Works facility to be charged to account 354-6052-533.31-02.

BE IT FURTHER RESOLVED that funding for this purchase was not specifically budgeted in the Capital Improvement Program (CIP); however funding of \$18,256, can be allocated from funds reserved for maintenance of the Fire Station #3 and the Health Department per the adopted CIP, so the Finance Director is directed and authorized to execute a budget amendment transferring \$18,256 from funds reserved for the maintenance of the Fire Station #3 and the Health Department to funds reserved for consulting services related to the Public Works Facility 354-6052-533.31-02;

BE IT FURTHER RESOLVED that the Common Council authorizes the City Engineer to negotiate, enter into, execute and deliver an amended agreement by and between the City of West Allis and Barrientos Design & Consulting, Inc. for the aforesaid services.

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

ADOPTED

APPROVED

A handwritten signature in black ink, appearing to read "Dan Devine", is centered within a light gray rectangular box.

Rebecca Grill

Dan Devine



City of West Allis

Resolution: R-2020-0688

File Number: R-2020-0688

Final Action:

Sponsor(s): Safety & Development Committee

Resolution amending the existing professional services contract with AECOM to provide consulting services relative to stormwater plan reviews in compliance with DNR NR151 & NR216 and MMSD's Chapter 13 rules for an additional sum not to exceed \$20,000

WHEREAS, in 2004, the Department of Natural Resources (DNR) issued a Stormwater Permit to the City of West Allis; and,

WHEREAS, AECOM has provided consulting services to the Engineering Department and now the Department of Building Inspection and Neighborhood Services for reviewing storm water management plan submittals and annual inspections required under the City's ordinance; and,

WHEREAS, given AECOM's comprehensive knowledge of and involvement with the City of West Allis storm sewer system and past work with staff members on review of these storm water management plans, this contract is inappropriate for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common council of the City of West Allis that the proposal dated December 26, 2012, for consulting services for 2013 submitted by AECOM relative to compliance with the DNR's Stormwater permit and MMSD's Chapter 13 rules for West Allis be increased by \$20,000, from \$90,000 to a sum not to exceed \$110,000, be approved, the funding of which shall be paid by the City's Stormwater Utility through appropriate fees for City funds.

BE IT FURTHER RESOLVED that the Director of Building Inspection and Neighborhood Services is hereby authorized to execute the attached Agreement and the Purchasing/Central Services Division is hereby authorized to increase the purchase order for the aforementioned services.

ADOPTED

APPROVED

Rebecca Grill


Dan Devine

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 9 DATED November 19th, 2020

Project Name: City of West Allis Stormwater Plan Reviews

AECOM Project No.: 60288373

This Amendment to the Professional Services Agreement dated December 26, 2012 is by and between:

Client:

City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

and,

AECOM Technical Services, Inc. (ATS)
1555 North RiverCenter Drive, Suite 214
Milwaukee, Wisconsin 53212

Who agree as follows:

Amending the original contract with the scope of services in Attachment A of this amendment. The total contract value will increase \$20,000, from \$90,000 to \$110,000. CLIENT will pay on a time and material basis not to exceed the sum of \$110,000. ATS will invoice according to the per diem rates in effect at the time the services are executed.

In all other respects, the Agreement remains the same.

APPROVED FOR CLIENT

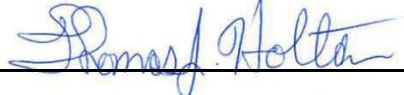
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR AECOM

By:  _____

Printed Name: Thomas J. Holtan, P.E.

Title: Senior Project Manager

Date: November 19, 2020

ATTACHMENT A

AMENDED SCOPE OF SERVICES

City of West Allis Stormwater Reviews
November 19th, 2020

Tasks:

1. Storm Water Management Plan Reviews. AECOM will review stormwater management plans (SWMPs) submitted to the City for compliance with the requirements set forth in the City of West Allis' stormwater ordinance and Milwaukee Metropolitan Sewerage District's (MMSD's) Chapter 13. Initial SWMP review comments will be sent directly to the applicant with CLIENT being copied on the correspondence. Once AECOM and CLIENT agree the SWMP is meeting all applicable regulations, the plan will be uploaded to MMSD's SharePoint site for review by MMSD staff. Once the plan is approved by MMSD, AECOM will prepare a letter of recommendation to CLIENT as to whether the SWMP meets the City's ordinance requirements and recommend approval.

A separate task number will be created for each site review to track hours.

2. Storm Water Management Plan Enhancement Opportunity Review. If, in the process of reviewing private site SWMPs described in (1) above, AECOM staff identifies opportunities where the Best Management Practices (BMPs) could be modified to provide additional stormwater pollutant reduction, AECOM will provide information to the City on this potential modification and its benefit to the City in meeting its NR 216 WPDES municipal stormwater permit and coordinate implementation of the modification between the City and site as requested by the City.

3. Storm Water Management Facility Inspections. As requested by the Client, AECOM will conduct final inspections and review of as-built drawings prepared by the permit applicant of all stormwater management practices prior to final approval by the Client. Client will schedule these inspections, based on their periodic inspections during construction, and provide AECOM with a minimum of 72-hour notice prior to the required final inspection.

4. Routine Inspection: AECOM will conduct inspections of stormwater facilities as may be required or as directed by the Client to ascertain that the practices are being maintained and operated in accordance with the maintenance agreement.

5. Other Services: AECOM will conduct other engineering services as may be directed by the Client.

6. Progress Meetings: When requested by CLIENT, AECOM will meet with City staff as required to review the progress of permit applications, facility inspections or other issues.

Budget Assumptions

This amendment is a continuation of the original scope of work for this project. It is anticipated that this amendment will cover efforts through the next twelve months. However, the number of site reviews and inspections are unknown, and therefore the project may need additional funding.

AECOM will be compensated for professional services on a time and material not to exceed basis. AECOM will invoice by task number, with one task number being assigned to each individual plan review or work assignment issued by the Client. A separate sub-task number will be created to track hours for Items 2 to 6 above if requested by CLIENT. CLIENT will be charged for time actually spent on the project. All timesheets are available for inspection at any reasonable time.

AECOM will bill the CLIENT not more often than monthly, with net payment due in 30 days. Past due invoices will be subject to a service charge at the rate of 1 ½ percent per month. The monthly bill shall consist of a summary of direct labor hours by AECOM employee, plus a listing of reimbursable costs incurred. Unless CLIENT provides AECOM with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.



City of West Allis

Resolution: R-2020-0689

File Number: R-2020-0689

Final Action:

Sponsor(s): Safety & Development Committee

Resolution approving a sixty-day extension (until February 3, 2021) of a temporary moratorium on industrial uses at the properties located at 331-333 S. 108 St. and 100 Block S. 108 St. (Tax Key Nos. 414-9990-001 and 414-9991-002)

WHEREAS, the City of West Allis zoning ordinance currently allows industrial uses as permitted by right or as a special use within section 12.45 of the Revised Municipal Code; and,

WHEREAS, the City is in the process of a zoning ordinance update and zoning map amendments. The 2030 land use plan calls for the subject properties to be rezoned to commercial land use. Furthermore, the City has recently conducted a West Allis Highway 100 Corridor Plan that was developed to provide a long-term vision and redevelopment strategy for the corridor, inclusive of the subject properties of this moratorium; and,

WHEREAS, on October 6, 2020 the City adopted R-2020-0541 and has no intention of permanently withholding the grant of such uses to any qualified person, but seeks only a brief and temporary interval to consider the existing zoning and future land use vision for the Highway 100 Corridor including the properties located at 331-333 S. 108 St. and 100 Block S. 108 St. (Tax Key Nos. 414-9990-001 and 414-9991-002); and,

WHEREAS, it is in the City's interest to put all future permit applications for industrial uses at the properties located at 331-333 S. 108 St. and 100 Block S. 108 St. (Tax Key Nos. 414-9990-001 and 414-9991-002) on hold until the further consideration by the Common Council of potential amendments to the zoning ordinance, future zoning and land use map are introduced and acted upon.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis that a moratorium be imposed on the granting and issuing of all aforementioned permits for industrial uses at the properties located at 331-333 S. 108 St. and 100 Block S. 108 St. (Tax Key Nos. 414-9990-001 and 414-9991-002) on hold for a period of sixty days (until February 3, 2021).

BE IT FURTHER RESOLVED that the moratorium may be eliminated sooner if it is no longer needed.

cc: Dept. of Development
Dept. of Building Inspections and Neighborhood Services
Div. of Planning and Zoning

ZON-R-1241-12-1-20

ADOPTED

APPROVED

Rebecca Grill

Dan Devine



City of West Allis

Resolution: R-2020-0690

File Number: R-2020-0690

Final Action:

Sponsor(s): Safety & Development Committee

Resolution approving a sixty-day extension (until February 3, 2021) of a temporary moratorium on on industrial uses at the properties located at 6500 W. Washington St., 1323 S. 65 St., and 1339-1347 S. 65 St. (Tax Key Nos. 439-0001-037, 439-0139-002, 439-0140-001)

WHEREAS, the City of West Allis zoning ordinance currently allows industrial uses as permitted by right or as a special use within section 12.45 of the Revised Municipal Code; and,

WHEREAS, the City is in the process of a zoning ordinance update and zoning map amendments; and,

WHEREAS, on October 6, 2020 the City adopted R-2020-0548 and has no intention of permanently withholding the grant of such uses to any qualified person, but seeks only a brief and temporary interval to consider the existing zoning and future land use vision for property located at 6500 W. Washington St., 1323 S. 65 St., and 1339-1347 S. 65 St. (Tax Key Nos. 439-0001-037, 439-0139-002, 439-0140-001); and,

WHEREAS, it is in the City's interest to put all future permit applications for industrial uses at the properties located at 6500 W. Washington St., 1323 S. 65 St., and 1339-1347 S. 65 St. (Tax Key Nos. 439-0001-037, 439-0139-002, 439-0140-001) on hold until the further consideration by the Common Council of potential amendments to the zoning ordinance, future zoning and land use map are introduced and acted upon.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis that a moratorium be imposed on the granting and issuing of all aforementioned permits for industrial uses at the properties located at 6500 W. Washington St., 1323 S. 65 St., and 1339-1347 S. 65 St. (Tax Key Nos. 439-0001-037, 439-0139-002, 439-0140-001) on hold for a period of sixty days (until February 3, 2021).

BE IT FURTHER RESOLVED that the moratorium may be eliminated sooner if it is no longer needed.

cc: Dept. of Development
Dept. of Building Inspections and Neighborhood Services
Div. of Planning and Zoning

ZON-R-1242-12-1-20

ADOPTED

APPROVED

Rebecca Grill

Dan Devine

**CITY OF WEST ALLIS
ORDINANCE O-2020-0056**

**ORDINANCE TO CONTINUE EXPEDITED TEMPORARY EXTENSION OF
PREMISES UNTIL MARCH 8, 2021**

REPEALING O-2020-0049 AND AMENDING O-2020-0022

WHEREAS, social distancing guidelines due to the COVID-19 pandemic continue to have a negative effect on businesses that serve alcohol to customers for consumption on premises; and

WHEREAS, evidence indicates that social gathering in outdoor areas significantly decreases the risk of spreading COVID-19 compared to gathering in indoor areas; and

WHEREAS, the City wishes to support its businesses by continuing the program that allows alcohol licensees to allow for social distancing while operating their business through an expedited extension of premises to outdoor areas;

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

SECTION 1: **AMENDMENT** “9.02 Alcoholic Beverages” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

9.02 Alcoholic Beverages

1. State Regulations. Except as otherwise provided herein, the provisions of Chapter 125 of the Wisconsin Statutes, relating to the sale of alcohol beverages, are adopted by reference and made a part hereof with the same force and effect as if fully set forth herein.

1m. Pursuant to Wis. Stat. § 125.51(3)(b), a retail “Class B” license authorizes the sale of intoxicating liquor to be consumed by the glass only on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in any quantity, to be consumed off the premises where sold. (EFFECTIVE ONLY UNTIL EMERGENCY DECLARED IN R-2020-0196 EXPIRES: O-2020-0011)

2. License Required. No person, firm, partnership, corporation or association shall, within the City, sell, barter, exchange, offer for sale or have in possession with intent to sell, deal or traffic in fermented malt beverages or intoxicating liquor, in any quantity whatsoever, or cause the same to be done without having procured a license.
3. Applications for Class "A" and "B" Retail License.

- a. When and Where Filed. A written application for the licenses required by this section shall be filed with the City Clerk upon forms provided by the City Clerk. The application shall be filed with the City Clerk not less than fifteen (15) days prior to the granting of such license. Except as otherwise provided in this chapter, the license fee shall be paid prior to the issuance of the license by the City Clerk. **[Ord. O-2018-0037, 9/18/2018]**

Such application shall be filed and completed in accordance with Sec. 125.04(3) of the Wisconsin Statutes. The City Clerk shall not accept an application from a foreign corporation, a foreign limited liability company or a person acting as an agent for or in the employ of another.

- b. Original Applications. Applicants seeking to establish a new licensed premise shall, upon application, pay a two hundred dollar (\$200) fee to defray the costs of building, plumbing, electrical, health and fire inspections. The fee shall be nonrefundable, but shall be applied to the license fee.
- c. Publication. The application shall be published at least once in the official City newspaper, and the costs of publication shall be paid by the applicant.
- d. Notice of Change In Application. Whenever anything occurs to change any fact set out in the application of any licensee, including the written premises description, such licensee shall submit a written notice of such changes to the City Clerk within ten (10) days prior to any change in any fact set out in the application and prior to the next available meeting of the License and Health Committee. It is within the discretion of the License and Health Committee and Common Council to approve or disapprove the change in the written premises description. The licensee shall pay a fee as specified in the most recent Schedule of Fees resolution. **[Ord. O-2018-0037, 9/18/2018]**
- e. Late Application. The Common Council may meet to consider and act upon any application for a Combination Class B or Combination Class A license, which has not been timely filed so that the Common Council may act upon the application at its regular meeting prior to the commencement of the license year, provided that any such application has been filed with the City Clerk at least fifteen (15) days prior to the special meeting of the Common Council. A late filing fee of one thousand dollars (\$1,000) shall accompany each such application to defray administrative expenses. The late filing fee shall be nonrefundable unless a quorum of the Common Council is not able to meet and shall be in addition to the license fee. **[Ord. O-2005-0033, 6/21/2005]**
- f. Provisional Retail License. Pursuant to Wisconsin Statutes Section 125.185, the City Clerk is authorized to issue provisional retail licenses. Licenses shall be granted only to applicants who have possessed a valid retail license for the sale of alcoholic beverages within the past year. The fee for such license shall be fifteen dollars (\$15) and shall be paid to the Clerk before issuance. **[Ord. O-2011-0022, 6/21/2011]**

3m. Class "C" Licenses. **[Ord. 6329, 9/2/1997]**

- i. Filing of Applications. A written application for a Class "C" license

shall be filed with the City Clerk upon forms provided by the City Clerk. The application shall be filed with the City Clerk not less than fifteen (15) days prior to the granting of such licenses. Except as otherwise provided in this chapter, the license fee shall be paid prior to the issuance of the license by the City Clerk. **[Ord. O-2018-0037, 9/18/2018]**

The application shall be filed and completed in accordance with Sec. 125.04(3) of the Wisconsin Statutes. The City Clerk shall not accept an application from a foreign corporation, a foreign limited liability company or a person acting as an agent for or in the employ of another.

ii. Publication. The application shall be published at least once in the official City newspaper and the costs of publication shall be paid by the applicant.

iii. Granting of License. A Class "C" license may be granted to an applicant only if the applicant meets the qualifications set forth in sec. 125.04(5) of the Wisconsin Statutes; the premises to be licensed is a restaurant in which the sale of alcohol beverages accounts for or will account for less than fifty percent (50%) of gross receipts; and the restaurant does not contain a barroom.

(1) No Class "C" license or permit may be issued for premises, the main entrance of which is less than three hundred (300) feet from the main entrance of any public or parochial school, hospital or church, except that this prohibition may be waived by a majority vote of Common Council. The distance shall be measured by the shortest route along the highway from the main entrance of the school, church or hospital to the main entrance of the premises covered by the license or permit.

(A) The prohibition in this subsection does not apply to any premises covered by a Class "C" license or permit on the date this ordinance is published or premises covered by a Class "C" license or permit prior to the occupation of real property within three hundred (300) feet thereof by any school, hospital or church building.

iv. Notice of Change. Whenever anything occurs to change any fact set out in the application of any licensee, including the written premises description, such licensee shall submit a written notice of such changes to the City Clerk within ten (10) days prior to the next available meeting of the License and Health Committee. All changes are subject to approval by the License and Health Committee prior to the granting of the license. It is within the discretion of the License and Health Committee and Common Council to approve or disapprove the change in the written premises description. The licensee shall pay a fee as specified in the most recent Schedule of Fees resolution. **[Ord. O-2018-0037, 9/18/2018]**

4. Right to Premises, Floor Plan, and Plan of Operation. **[Ord. O-2013-0014, 4/2/2013]**
- a. No applicant will be considered unless the applicant has the right to possession of the premises described in the application for the license. The applicant shall present documentation, in a form acceptable to the City Attorney, of proof of right to possession for the license period. Loss of the right to the premises subjects the license to immediate revocation.
 - b. In any application for an alcohol beverage retail establishment license, excepting special Class B Beer and Wine Licenses, the applicant shall file a detailed floor plan on an 8 1/2-inch by 11-inch sized sheet of paper for each floor of the licensed premises. The floor plan shall include:
 - i. Area in square feet and dimensions of the licensed premises.
 - ii. Locations of all entrances and exits to the premises together with a description of how patrons will enter the premises, the proposed location of the waiting line, and the location where security searches or identification verification will occur.
 - iii. Locations of all seating areas, bars, and, if applicable, food preparation areas.
 - iv. Locations and dimensions of any alcohol beverage storage and display areas.
 - v. Locations and dimensions of any outdoor areas available at the premises for the sale, service or consumption of alcohol beverages.
 - vi. North point and date.
 - vii. Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.
 - c. Plan of Operation. A completed plan of operation on forms provided therefor by the Clerk. The plan of operation shall require: **[Ord. O-2014-0019, 4/1/2014; Ord. O-2018-0037, 9/18/2018]**
 - i. The current or planned hours of operation for the premises.
 - ii. The legal occupancy capacity of the premises.
 - iii. What plans the applicant has to insure the orderly appearance and operation of the premises with respect to noise and litter. This shall include a description of designated or likely outdoor smoking areas, the number and location of exterior and interior trash receptacles.
 - iv. What other types of business enterprises, if any, are planned or currently conducted at the premises.
 - v. What other licenses and permits, if any, are planned or currently issued for the premises.
 - vi. For applications for premises in locations that have not been licensed previously or within the past year under Section 9.02, whether the premises is less than three hundred (300) feet from any school, hospital, or church, pursuant to Section 9.02(4)(c)1 and Section 125.68(3) of the Wisconsin Statutes.
 - vii. The number of security personnel expected to be on the premises, their responsibilities, and the equipment they will use in carrying out their

duties.

viii. Any other reasonable information the License and Health Committee may require either for all applicants or in a particular case.

d. Renewals. For any renewal application for an alcohol beverage retail establishment license for which there is no change in any information that is reported in the floor plan and plan of operation as submitted with the original or previous renewal application, the licensee may re-file the previous documents. The License and Health Committee may require changes to a floor plan or plan of operation based on the licensee's past operation.

e. Alterations/Amendments. The floor plan and plan of operation are subject to approval by the License and Health Committee prior to the granting of the license and may be subject to the issuance of any building, zoning, or other permits. Applicants seeking such alterations or amendments shall submit a written notice of such changes to the City Clerk within ten (10) days prior to the next available meeting of the License and Health Committee. It is within the discretion of the License and Health Committee and Common Council to approve or disapprove the change in the written premises description and/or floor plan. The License and Health Committee may change all or part of the plan of operation or may impose additional requirements to address problems created by the licensee's operation. Applicants seeking an alteration or amendment to the floor plan or plan of operation shall pay a fee as specified in the most recent Schedule of Fees resolution and upon application. **[Ord. O-2014-0078, 11/18/2014; Ord. O-2018-0037, 9/18/2018]**

4m. Truth of Statements. All matters submitted in writing to the City by any applicant or licensee pertaining to an alcohol beverage license shall be true. Any person who submits in writing any untrue statement to the City in connection with any such license or application shall forfeit not more than five hundred dollars (\$500) together with the costs of prosecution, and in default shall be imprisoned in the Milwaukee County House of Correction for the maximum number of days set forth in Section 800.095(1)(b) of the Wisconsin Statutes. In addition, any license granted shall be subject to revocation and no alcohol beverage license of any kind whatsoever shall thereafter be granted to such person for a period of one year from the date of such revocation. **[Ord. O-2013-0014, 4/2/2013]**

5. Extension of Premises.

a. Outdoor Areas.

i. Purpose. The licensing of outdoor areas for the possession, sale and consumption of fermented malt beverages and intoxicating liquors involves special considerations not associated with the licensing of building premises. Such considerations include control of public access to the premises, proper visibility, noise, lighting and public safety. Therefore, special regulations to protect the health, safety and welfare of the community are required and are herein set forth as a matter of

public policy; however, nothing herein contained should be construed to in any manner act as a limitation upon or restriction of the general licensing authority of the Common Council under state and local laws and ordinances.

- ii. Authority. Outdoor areas may be included, as part of the licensed premises, subject to the qualifications, conditions and special regulations set forth in this paragraph.
- iii. Qualifications. An outdoor area, in order to qualify for consideration as part of the licensed premises, shall:
 - (1) Be located on the same site as the building premises described in the license application. For purposes of this subsection, "same site" means one (1) parcel of property or multiple abutting parcels of property as long as the licensee complies with Section 9.02(5)(a) of this Code. **[Ord. O-2018-0037, 9/18/2018]**
 - (2) The outdoor area shall conform to all setback requirements set forth in Chapter 12. **[Ord. 6105, 7/19/1994]**
 - (3) The outdoor area shall not be located on property which abuts or is within two hundred (200) feet of other property zoned or used for residential purposes. For purposes of this subsection, measurements shall be made from the boundary of the outdoor area to the building on other property zoned or used for residential purposes. **[Ord. 6105, 7/19/1994]**
- iv. Conditions. Qualified outdoor areas may be included as part of the licensed premises under the following conditions:
 - (1) The outdoor area is screened from off-site view. In addition to planting materials, walls and/or fences shall be utilized to provide screening and to control access to the outdoor area; **[Ord. 6105, 7/19/1994]**
 - (2) Lighting sources shall be shielded and so arranged to prevent spray onto adjacent properties. Flashing, intermittent or moving light or lights, and lights which are directed at any part of a traveled street or highway or which interfere with or obscure an official traffic device, sign or signal, are prohibited;
 - (3) The site shall be constructed so as to assist in maintaining site noise within the standards set forth in Section 7.035(3) of this Code;
 - (4) The outdoor area shall be constructed and arranged so as to limit the number of patrons to not more than twenty-five percent (25%) of the person per square foot capacity for the licensed building premises.
- v. Special Regulations. The following special regulations shall apply to outdoor areas included as part of the licensed premises:
 - (1) The closing hours during which no patron or guest shall be permitted to enter or remain in the outdoor area shall be

between midnight (12:00 a.m.) and 10:00 a.m. **[Ord. 6105, 7/19/1994]**

- (2) A service bar from which patrons may, through a waiter or waitress, purchase intoxicating liquor or fermented malt beverages, to be consumed by such patrons while seated at tables, shall be permitted. Patrons shall not be seated or permitted to be seated at the service bar.
- (3) No live music shall be permitted. Music which is mechanically or electronically reproduced shall be permitted, provided that said music is not audible beyond two hundred (200) feet. **[Ord. 6105, 7/19/1994]**
- (4) In addition to the special regulations, outdoor areas shall be subject to the provisions of this Code and Wisconsin Statutes relating to the possession, sale and consumption of alcoholic beverages. **[Ord. 6105, 7/19/1994]**
- vi. Site Plans. Outdoor areas shall be constructed and maintained in accordance with site plans approved by the Common Council. Applicants for outdoor areas shall file a site plan with their license application, showing the following information:
 - (1) The arrangement of all structures, paving and landscaping areas;
 - (2) The land uses and general location of improvements on adjoining properties within five hundred (500) feet of the outdoor area;
 - (3) Location and type of screening and/or landscape materials;
 - (4) Location and type of lighting for the outdoor area;
 - (5) Location of service bar, food preparation areas, tables, etc.;
 - (6) Entrances and exits to the outdoor area, including provision for controlled access;
 - (7) Such additional information as the Common Council may reasonably require.
- vii. Prior to acting upon any application to include an outdoor area as part of the licensed premises, the Common Council shall refer said application for recommendations to the Plan Commission, Police and Fire Departments, Health Department and the Department of Building Inspections and Zoning.
- viii. Nothing herein contained shall in any manner abridge the authority of the Common Council to stipulate such other and further qualifications, conditions and regulations as may be necessary to protect the public health, safety and welfare, or affect or limit the authority and discretion of the Common Council, under applicable state laws and local ordinances, to regulate the possession, sale and consumption of fermented malt beverages and intoxicating liquors.
- ix. Prior to granting the license to extend the premises outdoors, the fee

shall be paid to the City Clerk. No fee is required for renewal unless the license holder wishes to change the site plan.

- x. This section shall not apply to licensed premises that are also "food establishments" as defined in section 7.04(1)(c) of the Revised Municipal Code. The extension of premises for such establishments shall be governed by Chapter 12. **[Ord. 6573, 6/5/2001]**

b. Temporary Extension of Class "B" Tavern Licensed Premises for Special Events.

- i. Authority. The granting of a temporary extension of Class "B" fermented malt beverage or intoxicating liquor licensed premises for special events shall authorize the licensee to sell or serve fermented malt beverages and intoxicating liquors during the period of time and in the area described in the application for such temporary extension, as expressly approved by the Common Council. **[Ord. O-2018-0037, 9/18/2018]**
- ii. Eligibility. Any person holding a valid Class "B" tavern license may apply for temporary extension of such licensed premises for a special event. The area which the licensee wishes to include in any temporary extension of the licensed premises must be contiguous to the licensed premises and must either be owned by or be under the control of the licensee, or extend into or encroach upon public property or public thoroughfares. The applicant shall be required to enclose the extended licensed premises so that the ingress and egress of patrons may be monitored. If the extension is onto or in the public right of way, the application shall be accompanied by proof of insurance for comprehensive general liability in at least the following limits of coverage: \$300,000 each occurrence and \$300,000 aggregate for bodily injury; \$300,000 each occurrence and \$300,000 aggregate for property damage. The proof of insurance shall have an endorsement to indemnify and hold the City of West Allis harmless from any and all damages, judgments and claims which may be asserted against the City by reason of any damages or injuries sustained by any person or to any property by the extension onto or in the public right of way. The applicant shall also comply with all other applicable statutes, ordinances, resolutions and conditions.
- iii. (Reserved)

Editor's Note: Former Subsection (5)(b)2m, Farmers Market, added 2-7-2017 by Ord. O-2017-0004, was repealed 9-18-2018 by Ord. No. O-2018-0037.

iv. Applicant's Responsibility.

- (1) Application for the temporary extension of Class "B" tavern licensed premises for special events shall be made by an individual, or authorized agent in the case of a corporation,

who shall be personally responsible for compliance with all of the terms and provisions of this Chapter.

(2) The applicant shall be responsible for cleaning up the extended licensed area and shall provide containers for storage of refuse.

- v. Application. Application for the temporary extension of Class "B" tavern licensed premises shall be made in writing to the City Clerk on forms provided by the City Clerk. The application shall be signed by the applicant, if an individual, or by a duly authorized agent or officer, if a corporation or limited liability company, and shall be sworn to by the applicant. Such application shall contain the name of the licensee, the address of the existing licensed premises, the particular event or function for which the temporary extension of the licensed premises is sought, the date and period of time sought for the temporary extension of the licensed premises, a specific description of the area for which the temporary extension is sought, plans describing how the extended premises will be enclosed, and such other reasonable and pertinent information as the Common Council or the License and Health Committee of the Common Council may require. The application shall be filed at least thirty (30) days prior to the date of granting by the Common Council. Any application submitted within thirty (30) days, and no later than forty-eight (48) business hours, prior to the date of granting by the Common Council must be accompanied by a late fee of fifty dollars (\$50) in addition to the license fee. **[Ord. O-2007-0037, 10/2/2007]**
- vi. Council Action. The Common Council may, in its discretion, grant or deny the application. If the application is denied, the City Clerk shall, in writing, notify the applicant of the decision and the Council's reasons for denial. In deciding whether to grant a license, the Common Council may consider, among other factors, the appropriateness of the location for which a temporary extension of licensed premises is sought, whether such location will create an adverse impact on other property in the neighborhood, and any other factors which reasonably relate to the public health, safety and welfare. More than three (3) temporary extension permits per licensing year shall be presumed to be unreasonable. **[Ord. O-2013-0004, 2/19/2013]**
- vii. Issuance. In the event the Common Council grants the application for a temporary extension of licensed premises for special events, the City Clerk shall issue an appropriate document to the applicant confirming the granting of the license and specifying the date, period of time and specific location for which the extended licensed premises shall be in effect. Such document shall also contain any restrictions or conditions which the Common Council may place on such approvals. The City Clerk shall, within twenty-four (24) hours after the issuance of the approving document, inform the Chief of Police of the date, time, place and event.

c. Expedited Temporary Extension of Class "B" and "Class B" Licensed Premises
(EFFECTIVE UNTIL ~~12/7/2020~~ 3/8/2021: O-2020-0056 ~~O-2020-0049~~)

i. Eligibility. Any person holding a valid Class B license may apply under this subsection to the common council for temporary extension of such licensed premises and any collateral entertainment licenses under the following conditions:

(1) The extended premises must be contiguous to the licensed premises and must either be owned by or be under the control of the licensee or extend on to a public sidewalk.

(2) The extended premises, other than premises extending on to a public sidewalk, shall be enclosed in a manner that the ingress and egress of patrons may be monitored.

ii. Use of Public Sidewalk. Any premises extended into a public sidewalk is granted a privilege to place only movable tables and chairs on that premises under the following conditions:

(1) The licensee shall maintain a clear path 3 feet wide for pedestrian traffic.

(2) The licensee assumes primary liability for damages to person or property. No bond is required.

(3) The licensee is obligated to immediately remove any obstructions upon notice by the city

(4) The licensee is not entitled to damages for removal of an obstruction, and if the licensee does not remove the obstruction upon notice, it may be removed at the licensee's expense.

(5) Third parties whose rights are interfered with by the granting of a privilege have a right of action against the licensee only.

iii. Application. Licensees seeking to temporarily extend their licensed premises under this subsection shall submit to the City Clerk a complete and signed application on a form approved by the City Clerk. The application shall include the following information:

(1) The name of the licensee

(2) Contact information for the licensee or the agent of a corporate licensee

(3) The address of the existing licensed premises

(4) A visual depiction of the proposed extended premises and the permanently licensed premises

(5) The combined person capacity of the permanent and temporary premises.

iv. Conditions. The following conditions shall apply to any temporary extension of licensed premises granted under this subsection unless further limited by the council:

(1) No extended premises may remain open after 9:00 p.m.
Sunday through Thursday.

(2) No extended premises may remain open after 10:00 p.m.

Friday through Saturday

- (3) A sufficient number of toilet facilities shall be provided to accommodate the combined person capacity of the permanent and temporary licensed premises.
 - v. Council Action. The application shall be filed by 5:00 p.m. on the day prior to the date of the Common Council meeting to consider the application. The Common Council may, in its discretion, grant or deny the application. If the application is denied, the City Clerk shall, in writing, notify the applicant of the decision and the Council's reasons for denial, if any. deciding whether to grant a license, the Common Council may consider, among other factors, the appropriateness of the location for which a temporary extension of licensed premises is sought, whether such location will create an adverse impact on other property in the neighborhood, and any other factors which reasonably relate to the public health, safety and welfare. Issuance. For any granted applications and upon payment of a fee of \$50, the City Clerk shall issue an appropriate document to the applicant confirming the granting of the license. Such document shall also contain any restrictions or conditions which the Common Council may place on such approvals. The City Clerk shall, within twenty-four (24) hours after the issuance of the approving document, provide a copy of the same document to the Chief of Police.
 - vi. Duration of Extended Premises and Automatic Re-Application. Applications granted under this subsection shall expire on the day after the subsequent meeting of the common council. Any application granted under this subsection shall be automatically resubmitted for council action at the next subsequent council meeting.
6. Investigation. The City Clerk shall notify the Chief of Police, Health Officer, Chief of the Fire Department and Building Inspector of each application, and these officials shall inspect or cause to be inspected each application and the premises, together with such other investigation as shall be necessary to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto, including those governing sanitation in restaurants, and whether the applicant is a proper recipient of a license. These officials shall furnish to the Common Council, in writing, the information derived from such investigation, accompanied by a recommendation as to whether a license should be granted or refused. No license shall be renewed without a reinspection of the premises and report as originally required.
 7. Approval of Application. In determining the suitability of an applicant, consideration shall be given to the criteria set forth in § 125.04(5) of the Wisconsin Statutes, the appropriateness of the location and premises proposed, and generally the applicant's fitness for the trust to be reposed.
 8. Granting of License. **[Ord. 6159 (repeal & recreate), 4/18/1995; Ord. 6405, [amend (8)(b) & (c)], 11/17/1998; Ord. O-2009-0033, 11/3/2009; Ord. O-2018-0037, 9/18/2018]**

- a. Upon the approval of the application by the Common Council, the City Clerk shall issue to the applicant a license, subject to Section 9.02(3)(a) or Section 9.02(4)(a).
 - b. Pursuant to §§ 125.26(1) and 125.51(1)(a), Wis. Stats., the Clerk may issue temporary Class "B" licenses and temporary operator licenses as provided in § 125.26(6) and 125.51(10), Wis. Stats., without prior approval of the Common Council when the following conditions are met:
 - i. The license application is approved by the Chairperson of the License and Health Committee, or, if the Chairperson is not available, by the Vice Chairperson of the License and Health Committee.
 - ii. At least one (1) of the Alderpersons of the district in which the event is to be held approves the application.
 - c. Applications for a temporary license must be received in the Clerk's Office at least five (5) business days prior to the event. An application for a temporary license received in the Clerk's Office five (5) business days prior to the event without approval of the Common Council must be accompanied by a late fee of fifteen dollars (\$15) in addition to the temporary licensee fee to defray administrative costs. An application filed less than five (5) business days prior to the event must be accompanied by a late fee of twenty-five dollars (\$25) in addition to the temporary license fee to defray administrative costs.
9. Transfer and Lapse of License.
- a. A license shall be transferable from one premises to another, if such transfer is first approved by the Common Council. No licensee shall be entitled to more than one (1) transfer in any one license year. Application for transfer shall be made on a form furnished by the City Clerk at least fifteen (15) days prior to the next available meeting of the License and Health Committee. Proceedings for such transfer shall be had in the same form and manner as the original application. Whenever a license is transferred, the City Clerk shall forthwith notify the Wisconsin Department of Revenue of such transfer. The licensee shall pay a fee as specified in the most recent Schedule of Fees resolution. **[Ord. O-2018-0037, 9/18/2018]**
 - b. A license shall be transferable from one person to another, as set forth in Sec. 125.04(12)(b) of the Wisconsin Statutes. If licensed premises are transferred to a new owner or tenant, the new occupant must apply for and receive, prior to commencing operations, a Class "B" retailer's license. This section shall apply to licenses held by corporations which transfer same to another corporate entity with or without changing agents to the agent or to other persons. The prospective licensee shall file a new application and pay the required fee, as if it were making an original application. If the applicant is a tenant or subtenant, he shall first secure and present to the Common Council written approval of such tenancy from the owner of such premises.

Preference to applicants for a transfer of any license issued under this subsection shall be given to licensee-tenants who are evicted or threatened with eviction for

a refusal to pay an increase in rental in excess of ten percent (10%) of the rentals prevailing for the year next preceding the application for such transfer. A demand upon the part of the landlord that such tenant improve or cause improvements to be made to the real property or to the personal property appurtenant to the licensed premises at a cost which exceeds ten percent (10%) of the rentals prevailing for the year next preceding the application for such transfer shall be construed to be a demand upon the part of the landlord for an increase in rentals in excess of ten percent (10%) of such period.

- c. Whenever any licensee under this section shall not conduct his licensed business at the authorized location for a period of thirty (30) consecutive days, the license shall become subject to revocation, unless such thirty-day period shall, for good cause shown, be extended by the Common Council. **[Ord. 6224, 4/2/1996]**

10. Numbering, Expiration, and Posting of Licenses. **[Ord. O-2006-0016, 4/18/2006; Ord. O-2013-0014, 4/2/2013]**

- a. Each license holder shall be assigned a number which shall remain the same for that license holder annually except that the year when the license year commences shall change each license year, shall state clearly the specific premises for which granted, the date of issuance, the fee paid, the name of the licensee, and a statement that the license shall expire on the 30th day of June thereafter, unless revoked by state law or City ordinance.
- b. Every person licensed under this section shall post the license and maintain it posted while in force in a conspicuous place in the room or place where alcohol beverages are drawn or removed for service or sale. It shall be unlawful for any person to post the license upon premises other than those identified in the application and grant, or to knowingly deface or destroy the license.

11. Lost Licenses. Whenever a license issued under this section or under Section 9.03 shall be lost or destroyed without fault on the part of the holder or his agent or employee, a duplicate license in lieu thereof under the original application shall be issued by the City Clerk upon payment of the fee and satisfying himself as to the facts.

12. General Conditions upon all Licenses. All retail Class A and B licenses granted hereunder shall be granted subject to the following conditions, and all other conditions of this section, and subject to all other ordinances and regulations of the City applicable thereto:

- a. Every applicant procuring a license thereby consents to the entry of police or other duly authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of City ordinances or State laws.
- b. The license holder, and/or the employees and agents of the license holder, shall cooperate with police investigations of disturbances, intoxicated persons, underage persons and other violations of City and state laws. "Cooperate," as used in this subsection, shall mean calling the police when a disturbance of the peace or other violation occurs on the licensed premises and providing complete and truthful responses to police inquiries. A license holder shall also appear

before the License and Health Committee when requested to do so and shall otherwise follow the lawful directives of the License and Health Committee.

[Ord. O-2008-0047, 10/7/2008]

- c. Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
- d. The licensee shall comply with all other provisions of this section and all other ordinances of the City of West Allis and the laws of the State of Wisconsin.

12m. Conditions upon Specific Licenses. The common council may impose any of the following conditions specifically upon a new Class A or Class B license at the time the license is granted. The council may impose any of the following conditions specifically upon an existing licensee only with the licensee's consent.

a. The license shall conduct a principal business on the premises particularly described by the common council. Examples include those types of businesses described in Wis. Stat. § 125.32(3m).

b. The licensee shall maintain the property and licensed premises so it is consistent with the landscaping and architectural design plans approved by the common council.

c. The licensee shall video record all activities taking place on the licensed premises, except within bathrooms and areas inaccessible to customers, and retain a copy of that video for at least 7 days. The video resolution must have at least 640 pixels horizontally and 480 pixels vertically. The licensee shall provide a copy of any video recording in the licensee's possession within 48 hours after receiving a request for video from a law enforcement officer.

d. The licensee shall maintain certain security measures particularly described by the common council. Examples include lighting requirements, staffing minimums, and photographic identification scanners.

e. The licensee shall maintain the layout of the licensed premises consistent with the layout plan approved by the common council.

f. The licensee may not promote or conduct certain activities particularly described by the common council. Examples include live music and drink specials.

13. Restrictions.

- a. In General. The following restrictions shall apply to the granting of licenses:
 - i. A retail Class "B" fermented malt beverage or intoxicating liquor license shall be issued only for that portion of the premises located on

the street level, unless specifically extended by the authority of the Council. This subsection shall not apply to a bona fide club, hotel, bowling alley, lodge room, labor union or ex-servicemen's post.

- ii. No retail Class B fermented malt beverage or intoxicating liquor license or Class C license shall be issued unless the premises is conformed to the sanitary, safety and health requirements of the State Building Code, and the licensee satisfactorily demonstrates compliance with the rules promulgated by the Department of Agriculture, Trade, and Consumer Protection in regard to restaurant sanitation during a sanitation inspection from the West Allis Health Department as set forth in Wis. Stat. Sec. 125.68(5) and West Allis Revised Municipal Code Section 7.04(6). **[Ord. O-2017-0013, 3/21/2017]**

- b. It shall be unlawful for any person to sell, dispense or serve alcohol beverages by means of a drive-through facility. In this section, "drive-through facility" means any vehicle related commercial facility in which a service is provided or goods, food or beverages are sold, served or dispensed to an operator or passengers of a vehicle without the necessity of the operator or passengers disembarking from the vehicle. **[Ord. 6110, 7/19/1994]**

- c. No "Class A" license may be granted for any premises where gasoline or diesel fuel is sold at retail in connection with the premises, except that this restriction does not apply if:

- i. The "Class A" license contains the condition that retail sales of intoxicating liquor are limited to cider; or
- ii. The premises for which the "Class A" license is issued is connected to premises where gasoline or diesel fuel is sold at retail by a secondary doorway that serves as a safety exit and is not the primary entrance to the "Class A" premises.

- 14. Health Rules. Each premises shall be maintained in a sanitary manner and shall be a safe and proper place for the purpose for which used. The Health Commissioner of the City may make reasonable and general rules for the sanitation of all places of business possessing licenses under this section. Such rules or regulations may be classified and made applicable according to the class of business conducted. All such rules and regulations and infractions thereof may be punished as a violation of this section.

- 15. Closing Hours. **[Ord. O-2018-0037, 9/18/2018]**

- a. No premises for which a Class "B," "Class B," or a Class C license or permit is issued may remain open between the hours of 2:00 a.m. and 6:00 a.m. On Saturday and Sunday, the closing hours shall be between 2:30 a.m. and 6:00 a.m. except that, on the Sunday that daylight saving time begins as specified in Sec. 175.095(2) of the Wisconsin Statutes, the closing hours shall be between 3:30 a.m. and 6:00 a.m. On January 1 premises operating under a Class "B" or "Class B" license are not required to close.

- b. Between 9:00 p.m. and 8:00 a.m. no person may sell fermented malt beverages or intoxicating liquor on Class B or Class C licensed premises in an original unopened packages, container or bottle or for consumption away from the premises.

- c. Class "A" and "Class A" premises may remain open for the conduct of their regular business but may not sell fermented malt beverages between 9:00 p.m. and 8:00 a.m. Section 9.02(18)(a) of this Code does not apply to Class "A" premises between 9:00 p.m. and 8:00 a.m. or at any other time during which the sale of fermented malt beverages or intoxicating liquor is prohibited.
 - d. Hotels and restaurants, the principal business of which is the furnishing of food and lodging to patrons, bowling centers, movie theaters, painting studios, indoor golf and baseball facilities, indoor horseshoe-pitching facilities, curling clubs, golf courses and golf clubhouses may remain open for the conduct of their regular business but may not sell fermented malt beverages during the hours specified in paragraph (a) of this subsection.
 - e. No person shall enter or remain upon licensed premises while such premises are closed, pursuant to statute or ordinance. This section shall not apply to the license holder or agents and employees of the license holder who are performing bona fide services related to the licensed business.
16. Operator's Licenses. **[Ord. O-2003-0038, 6/3/2003; Ord. O-2013-0014, 4/2/2013]**
- a. Operator's License. An operator's license shall entitle the holder thereof to work as an operator upon premises licensed under a retail Class "A" intoxicating liquor or fermented malt beverage license, a retail Class "B" intoxicating liquor or fermented malt beverage license, or a retail Class "C" wine license. Such licenses will be issued by the Common Council only to persons meeting the requirements set forth in Sections 125.04(5) and 125.17(6) of the Wisconsin Statutes. The license shall be valid for a period of two (2) years, except that it shall be deemed to have been issued July 1 and shall expire on June 30 of the second year.
 - b. Provisional Operator's License. **[Ord. O-2018-0037, 9/18/2018]**
 - i. The City Clerk is the official charged with issuing and revoking a provisional operator's license. A provisional license requires an additional fee as specified in the most recent Schedule of Fees resolution.
 - ii. Standards for a provisional license, unless the applicant has a certified copy of a license issued by another municipality, are as follows:
 - (1) The applicant has applied for an operator's license;
 - (2) The applicant for a provisional operator's license shall complete an application attesting he/she has not been convicted of any crime against life and bodily injury, against children, or a violent crime against a child, as set forth in Sec. 111.335 (4) of the Wisconsin Statutes, or crime that substantially relates to the licensing activity. Any false statements made by the licensee on the application may result in revocation of the license by the City Clerk.
 - (3) No provisional operator's license may be issued to a person who has been previously denied an operator's license by the Council.

- (4) The applicant must provide evidence of completion or enrollment in a responsible beverage server course.
 - iii. Such provisional license shall be valid for not to exceed sixty (60) days or until action of the Common Council, whichever first occurs.
 - c. Temporary License. The City Clerk is authorized to issue a temporary operator's license to applicants meeting the qualifications of Subsection (a) if the applicant will be employed by or donating his services to nonprofit corporations and has not held another temporary license during the license year. The temporary license shall be valid for up to fourteen (14) days and the period for which it is valid shall be stated on the license.
 - d. Application. A written application shall be filed biennially with the City Clerk, stating the name, residence, age and sex of the applicant. The application shall be referred to the Chief of Police for a report. A license fee and record check fee must accompany the application. There will be no refund of the fees if the license is not subsequently granted.
 - e. Possession. Each person who holds an operator's license shall carry that license on his person while engaged in serving alcoholic beverages.
17. Loitering by Underage Persons Where Alcohol is Illegally Served. **[Ord. 6188 (repeal & recreate), 9/19/1995]**
- a. No underage person shall enter, remain or loiter in any public or private place with the knowledge that any fermented malt beverage or other alcohol beverage is being sold, dispensed, served, given away or made available to underage persons.
 - b. This subsection shall not apply to underage persons who are accompanied by a spouse who has attained the legal drinking age or a parent or guardian.
 - c. No adult may knowingly suffer or permit any underage person to enter, remain or loiter in any premises, public or private, where alcohol beverages are served, sold, dispensed, given away or made available to underage persons, unless such underage person is accompanied by a spouse who has attained the legal drinking age, a parent or guardian.
18. List of Employees and Performers.
- a. Every person holding a Class "B" Fermented Malt Beverage or Intoxicating Liquor License shall maintain a current list of all persons employed to work in the premises. The list shall also include those persons employed to work after closing hours for the purposes of cleaning the premises.
 - b. Every person holding a Class "B" Fermented Malt Beverage or Intoxicating Liquor License who affords patrons entertainment by, or performance of, any act, stunt, music, song or dance by performers under his auspices, whether such performances are paid or not, shall maintain a current list of all performers who perform in the licensed premises.
 - c. The lists required above shall contain the name or names (legal, trade and alias), current address and date of birth of each employee or performer and shall be provided to any police officer upon request.
19. Entertainment Standards.
- a. No person shall, on a licensed Class "B" fermented malt beverages or

intoxicating liquor premises, perform acts of or acts which constitute or simulate:

- i. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law; or,
 - ii. The touching, caressing or fondling of the breast, buttocks, anus or genitals; or,
 - iii. The displaying of human genitals, buttocks or pubic area or the female breast below the top of the areola.
- b. No person shall, on a licensed premises, use artificial devices or inanimate objects to perform, simulate or depict any of the prohibited conduct or activities described in subsection (a).
- c. It shall be unlawful for any person to show, display or exhibit on a licensed premises, any film, video, still picture, electronic reproduction or any other visual reproduction or image of any act, other visual reproduction or image of any act or conduct described in subsections (a) and (b).
- d. No person holding a Class "B" fermented malt beverage or intoxicating liquor license, nor his agents or employees, shall allow or permit in or upon the licensed premises any act or conduct described in subsections (a), (b) and (c).

20. License Suspension, Revocation or Nonrenewal. **[Ord. O-2013-0014, 4/2/2013]**

- a. Causes. Any license issued under this section may be suspended, revoked, or non-renewed for cause by the Common Council after notice to the licensee and a hearing. Licenses may be suspended, revoked, or not renewed for the following causes:
- i. The making of any material false statement in any application for a license.
 - ii. The conviction of the licensee, his agent, manager, operator, or any other employee for keeping a gambling house or a house of prostitution or any felony related to the licensed operation.
 - iii. A showing that the licensee has violated any state law or City ordinance prohibiting the sale of intoxicating liquors or fermented malt beverages to underage persons or to any person who is intoxicated or bordering on intoxication.
 - iv. The violation of any of the applicable provisions of Section 9.02.
 - v. The violation of any of the excise laws of this state, or failure to provide proof that the licensee is in good standing as required by Sections 77.61(1) and 125.04(5)(a) of the Wisconsin Statutes.
 - vi. The licensed premises is operated in such a manner that it constitutes a public or private nuisance or that conduct on or emanating from the licensed premises, including but not limited to loud and raucous noise, has had a substantial adverse effect upon the health, safety, convenience or prosperity of the immediate neighborhood.
 - vii. Failure of the licensee to operate the premises in accordance with the floor plan or plan of operation submitted pursuant to Section 9.02(5).
 - viii. If the licensee is a corporation or licensed limited partnership, the

- conviction of the corporate agent, officers, directors, members or any shareholders holding twenty percent (20%) or more of the corporation's total or voting stock, or proxies for that amount of stock, or any of the offenses enumerated in Section 125.12(2)(ag) of the Wisconsin Statutes.
- ix. Any of the grounds set forth in Section 125.12(2)(ag) of the Wisconsin Statutes.
 - x. The licensee is a habitual law offender as set forth in 125.04(5)(b) of the Wisconsin Statutes.
 - xi. The failure to pay any tax or forfeiture as provided in Section 1.08(a).
 - xii. The City has been notified pursuant to Section 125.33(7)(b) and 125.69(4)(b) of the Wisconsin Statutes, that the licensee has failed to pay for alcohol beverages.
- b. State Law Applicable. Except as otherwise provided herein, the provisions of Section 125.12(2)(ag) to (c) and 125.12(3) of the Wisconsin Statutes, shall be applicable to proceedings for the suspension, revocation, and nonrenewal of all licenses granted under this section.
- c. Commencement of Proceedings. Suspension, revocation, or nonrenewal proceedings may be instituted by the License and Health Committee of the Common Council upon its own motion, upon sworn written charges made and filed with the Clerk/Treasurer by the Chief of Police, or upon a sworn written complaint filed with the Clerk/Treasurer by any City resident.
- d. Procedure.
- i. Upon receipt of a sworn complaint, either from the Chief of Police, a resident of the City, or upon directive of the Committee, the License and Health Committee shall direct the City Attorney to prepare a summons and have the summons and complaint served upon the licensee pursuant to Section 125.12(2)(ar) of the Wisconsin Statutes.
 - ii. The summons and complaint shall contain: the date and time for appearance by the licensee; a statement of the Common Council's intention to suspend, revoke, or not renew the license in the event any of the allegations are found to be true; a statement of the reasons for suspension, revocation, or nonrenewal; notification to the licensee of an opportunity to be heard, respond to and challenge the reasons for suspension, revocation, or nonrenewal and to present and cross examine witnesses under oath; notification to the licensee of the right to be represented by counsel of the licensee's choice and at the licensee's expense.
 - iii. If the licensee fails to appear on the date and time designated in the summons, the License and Health Committee may enter a default judgment and take the allegations of the complaint to be true. The License and Health Committee shall then deliberate on what sanction, if any, to impose consistent with Section 125.12 of the Wisconsin Statutes.
 - iv. If the licensee appears before the License and Health Committee at the

date and time designated in the summons and denies the material charges contained in the complaint, an evidentiary hearing shall be scheduled. If the licensee does not appear or appears but does not deny the material charges contained in the complaint, the complaint may be taken as true and the Committee shall hear the arguments of the complainant and, if applicable, the licensee in connection with whether to non-renew, revoke or suspend the license and the length of the suspension.

- v. If the matter proceeds to hearing before the Committee, the following procedures shall apply:
 - (1) The complainant shall first present evidence in support of the complaint.
 - (2) After the complainant rests, the licensee may present evidence in opposition to the charges.
 - (3) The complainant and licensee may subpoena and present witnesses. All witnesses shall testify under oath or affirmation and shall be subject to cross examination.
 - (4) The complainant and licensee shall each be limited to one (1) hour for testimony unless the Chair, subject to approval of the Committee, extends the time to assure a full and fair presentation.
 - (5) Questions by Committee members or the advising City Attorney and answers to such questions shall not be counted against the time limitations.
 - (6) At the close of testimony, the complainant and licensee shall be given a reasonable time to make arguments upon the evidence produced at hearing.
- e. Miscellaneous Procedural Matters.
 - i. At all stages of the proceedings, the licensee shall be entitled to appear in person or by an attorney of his own expense.
 - ii. If the complaint is in the name of the Committee or is brought by a City official in his/her official capacity, the complainant shall be represented by a prosecuting City Attorney.
 - iii. The Committee 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 License and Health Committee shall be the presiding officer. The Chair shall direct that oaths and affirmations be administered and subpoenas issued upon request of 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 Committee 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. Findings and Recommendations.

- i. After the close of the hearing, the Committee shall deliberate and reach a decision. The Committee shall prepare findings on factual matters, conclusions of law, and a recommendation on what action, if any, should be taken with regard to the license(s) at issue. The report shall be filed with the City Clerk/Treasurer with a copy to the licensee and complainant. The findings and recommendations shall be distributed to each member of the Common Council.
- ii. The licensee and complainant may file a written statement or response to the findings and recommendation, including objections, exceptions, and arguments of fact and law. A written statement must be filed with the City Clerk/Treasurer before the close of business on a day that is at least three (3) working days prior to the date set for determination by the Common Council. Copies of written statements shall be provided to each member of the Common Council at least twenty-four (24) hours before any vote on the matter is scheduled before the Common Council.

g. Common Council Action.

- i. Not less than five (5) working days prior to the matter being scheduled before the Common Council, the Clerk/Treasurer shall notify the licensee and complainant by U.S. first class mail, postage prepaid, sent to the last known address, that the Common Council will convene to determine the matter.
- ii. Unless an alderperson states that he/she has not read the findings and recommendations, and written statements, if any, the matter shall proceed to debate amongst members of the Common Council. Neither the complainant nor the licensee shall be permitted to make oral arguments.
- iii. The Common Council shall determine by a majority vote of those in attendance and voting whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate. Such vote shall be a roll call vote. Upon an affirmative vote suspending, revoking, or not renewing the license(s), the Clerk/Treasurer shall give notice to the person whose license is affected. If the Common Council finds the complaint to be untrue or unsupported by sufficient evidence, the proceedings shall be dismissed without cost to the accused.

h. Surrender of License.

- i. A licensee may, at any time during the license year surrender a license to the City Clerk/Treasurer, along with a statement, in writing, that the licensee no longer wishes to conduct licensed activity at the licensed premises.
- ii. The Clerk/Treasurer shall notify the License and Health Committee of

the surrender. Except as set forth in Subsection (h)3. below, the surrender shall operate to extinguish any right the licensee had to the license or to conduct licensed activity at the premises listed in the license.

- iii. If a summons and complaint has been issued against the licensee seeking suspension, revocation, or nonrenewal of the license, the surrender of the license shall be deemed a request and the matter shall be referred to the License and Health Committee. The Committee may approve the request or deny the request and proceed to hearing.
 - iv. Any request to have a surrendered license returned shall be treated as a new license application and the requestor must fill out the required applications and pay the required fees. The request shall thereafter be treated as all other new license applications.
21. Fees. The following fees for licenses shall be paid to the City Clerk/Treasurer prior to issuance of the license:
- a. Class B Beer: \$50.
 - b. Class B Liquor: \$250.
 - c. Class A Beer: \$150. [Ord. O-2009-0033, 11/3/2009]
 - d. Class A Liquor: \$500. [Ord. O-2006-0008, 2/7/2006]
 - e. Temporary Extension of Class B Premises: \$70. [Ord. 6055, 11/15/1993; Ord. O-2009-0033, 11/3/2009]
 - f. Transfer of Class A or B Licenses: \$10.
 - g. Duplicate License: \$10. [Ord. O-2009-0033, 11/3/2009]
 - h. Operator's License: \$90. [Ord. 6055, 11/15/1993; Ord. 6215, 3/5/1996; Ord. O-2003-0038, 6/3/2003; Ord. No. O-2009-0012, 3/17/2009]
 - i. Provisional Operator's License: \$15.
 - j. Temporary Operator's License: \$15. [Ord. No. O-2009-0012, 3/17/2009]
 - k. Special Class B Beer and Wine License: \$10 per event.
 - l. Outdoor area included in licensed premises: \$200 one-time fee.
 - m. Class C: \$100. [Ord. No. 6329, 9/2/1997]
 - n. Hearing to exceed quota: \$100. [Ord. O-2007-0031, 9/4/2007]
 - o. Publication: \$15. [Ord. O-2009-0033, 11/3/2009]
22. Presence of Underage Persons On Specified Dates When No Alcohol Beverages Are Sold. [Ord. O-2012-0020, 6/19/2012]
- a. Underage persons may enter or remain on a Class "B" or "Class B" licensed premises, as set forth in Wisconsin Statutes § 125.07(3)(a)(10), under the following conditions:
 - i. Notification of Dates. The licensee or agent shall notify the Police Chief at least seven (7) days prior to any date on which underage persons will be permitted to enter and remain on the premises. The time period may be waived by the Police Chief or a designee upon determination of good cause or special circumstances.
 - (1) Each event shall require separate notification. Notification shall be in writing and contain the following information: dates and times of the event; specific nature of the event, including

description of entertainment; number of persons expected on the premises.

ii. Regulations. The operation of a licensed premises during those times when underage persons are on the premises under this section shall be subject to the following regulations:

- (1) There shall be at least a one-hour period between the serving of the last alcohol beverage and the commencement of operations under this section.
- (2) No alcohol beverages may be consumed, sold or given away in any part of the licensed premises.
- (3) All alcoholic beverages on tables shall be removed.
- (4) The licensee, the agent named in the license if the licensee is a corporation, or a person who has an operator's license shall be on the premises during the event unless all alcohol beverages are stored in a locked portion of the premises.
- (5) The licensee shall be responsible for the adequate supervision of the premises, and such supervision shall consist of adult persons twenty-one (21) years of age or older.
- (6) Closing hours shall be no later than 1:00 a.m. on weekdays and 1:30 a.m. on Saturdays and Sundays.
- (7) No persons under age seventeen (17) shall be allowed on the premises, unless accompanied by a parent.
- (8) All underage persons must be off the licensed premises at least thirty (30) minutes prior to the resumption of alcohol beverage sales.

23. Late Fees. Any application for renewal of licenses submitted after April 30 shall be subject to the applicable late fee listed below and shall be paid to the City Clerk for deposit with the City Treasurer prior to issuance of the license: **[Ord. O-2014-0095, 12/16/2014]**

- a. Class B Beer: \$50.
- b. Class B Liquor: \$50.
- c. Combination Class B Beer and Liquor: \$100.
- d. Class A Beer: \$50.
- e. Class A Liquor: \$50.
- f. Combination Class A Beer and Liquor: \$100.
- g. Class C: \$50.

24. Priority of License Applications. Multiple applications for "Class B" liquor license(s) available under quota. **[Ord. O-2015-0047, 10/6/2015]**

- a. If more than one complete license application is timely filed with the City Clerk for any available "Class B" liquor license, the City Clerk shall require each applicant to complete a supplemental questionnaire regarding the benefits/impacts of such proposed licensed establishment. Such supplemental questionnaire shall seek information from the applicant as to the following:
 - i. Number of jobs to be created should the license be granted to the

- applicant.
 - ii. Scope and cost of any improvements the applicant intends to make to the location sought to be licensed.
 - iii. Size of premises for which the license is sought, including proposed seating capacity of such premises.
 - iv. Certainty of such venture and expected opening date.
 - v. Potential negative impacts on the neighborhood and how they will be addressed/ameliorated.
 - vi. Potential policing costs.
 - vii. What type of business and clientele the establishment intends to cater to.
- b. The City Clerk shall forward all license application materials to the License and Health Committee for review.
 - c. The License and Health Committee shall review all materials submitted. Its recommendation to the Common Council on granting such available "Class B" license(s) shall be based upon its determination as to which application will provide the most benefit to the City with the fewest negative impacts. In making its recommendation, the License and Health Committee shall evaluate the factors set forth in Subsection (1) for each license application. The License and Health Committee, in its recommendation, shall indicate how each factor is met and to what extent. The order in which applications were received shall be given no weight.
 - d. In granting such license, the Common Council shall give consideration to the recommendation of the License and Health Committee and shall also make its own determination regarding the factors set forth in Subsection (1) above. Any license decision to grant a license where multiple complete applications for such license are timely filed with the Clerk's office shall be based upon the Council's determination as to which application the Council determines shall provide the most economic benefit to the City.

SECTION 2: **REPEALER CLAUSE** O-2020-0049 is hereby repealed.

SECTION 3: **AMENDMENT** Section 2 of O-2020-0022 is amended by replacing "November 18, 2020" with "March 8, 2021."

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

1744
20-2828

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-2020 ending: 6-30-2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } West Allis

County of Milwaukee Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15</u>
TOTAL FEE	\$ <u>215</u>

NO
Record
OK

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Milwaukee Banquet LLC DBA Wini Kitchen - Home of Pizzas Bagnini

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>WALIA</u>	(First) <u>ADIT</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>4725 N 159 St. Brookfield wis 5300</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>SINGH</u>	(First) <u>SATWINDER</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>3380 Brook Rd Brookfield wis 53025</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Wini Kitchen Business Phone Number _____

2. Address of Premises 10535 W Greenfield Ave Post Office & Zip Code West Allis 53214

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

10537 W Greenfield Ave West Allis 53214

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WIS. and date 7/30/2015 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
We had liquor in 12419 Hampton Ave Belton
1004 E Summit Ave Orono WI 54066
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>SATWINDER SINGH</u>	Title/Member <u>AGENT</u>	Date <u>8/15/20</u>
Signature <u>Satinder Singh</u>	Phone Number <u>262-751-6546</u>	Email Address <u>SatinderS@yahio.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Milwaukee Banquet LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Melissa Latavong

Article 4. **Street address of the initial registered office:**

12419 W Hampton Avenue
Butler, WI 53007
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A member or members

Article 6. **Name and complete address of each organizer:**

Ajit S Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Sharon K Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Other Information. **This document was drafted by:**

Melissa S Latavong

Organizer Signature:

Ajit S Walia

jasonsingh@aol.com



City Clerk's Office
7525 W. Greenfield Avenue, West Allis, WI 53214
(414) 302-8220 www.westalliswi.gov

FLOOR PLAN

-NEW APPLICANTS ONLY-

Name of Business Milwaukee Banquet LLC
(Name of Individual, Partners, Corporation or LLC)
Address of Licensed Premises 10535 West Greenfield Ave West Allis WI 53214
Trade Name DBA Wini Kitchen - Home of Pozos Bisayan

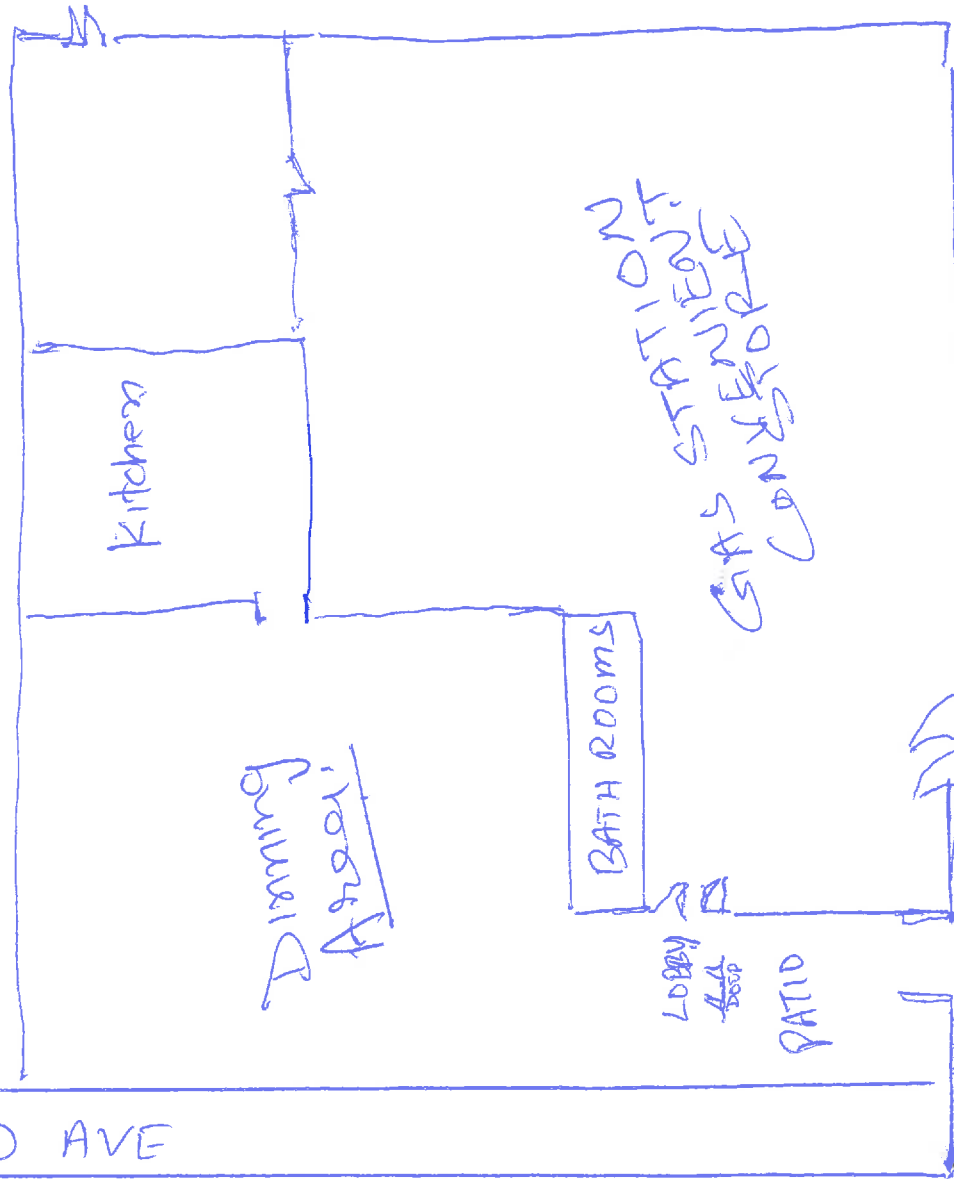
Instructions: In any application for an alcohol beverage retail establishment license, excepting special Class B Beer and Wine Licenses, the applicant shall file a detailed floor plan on an 8 ½ inch by 11 inch sized sheet of paper for each floor of the licensed premises. The floor plan shall include:

1. Provide a written detailed description indicating the portion of the building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described).
2. Area in square feet and dimensions of the licensed premises.
3. Locations of all entrances and exits to the premises together with a description of how patrons will enter the premises, the proposed location of the waiting line, and the location where security searches or identification verification will occur.
4. Locations of all seating areas, bars, and, if applicable, food preparation areas.
5. Locations and dimensions of any alcohol beverage storage and display areas.
6. Locations and dimensions of any outdoor areas available at the premises for the sale, service or consumption of alcohol beverages.
7. North point
8. Date
9. Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.

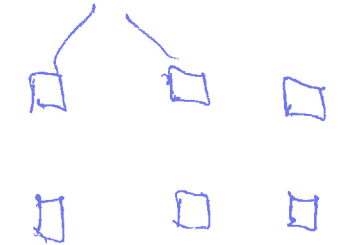
FLOOR PLAN FOR MILWAUKEE BANQUET

DBA: ~~WINI~~ KITCHEN,

10535 W Greenfield
Ave, West Allis



Gas Pumps





City Clerk's Office
7525 W. Greenfield Avenue, West Allis, WI 53214
(414) 302-8220 www.westalliswi.gov

PLAN OF OPERATION

-NEW APPLICANTS ONLY-

☐ Individual ☐ Corporation ☒ LLC ☐ Partnership

1. Name of Applicant Milwaukee Banquet LLC
(Individual, Corporation, LLC, Partnership)
2. Name Agent, If Applicable: Satwinder Singh
3. Trade Name: DBA Wine Kitchen - home of Pizzas Burgers
4. Address of Licensed Premises: 10535 W Greenfield Ave West Allis WI 53214
5. Hours of Operation for the Premises: _____
6. Hours Alcohol will be sold: _____
7. Legal Occupancy Capacity of the Premises: _____
8. Identify the number of parking spaces on the premises. *Do not include street parking.*
If none, write 0: _____
9. Describe Percentage of sales (*Must TOTAL to 100%*):

a. Alcohol Sales _____ %	b. Entertainment Sales (if applicable) _____ % <small>(MUST have a license under Section 9.033 or 9.034)</small>
c. Food Sales (if applicable) _____ %	d. Other _____ %
10. Is the premises less than 300 feet from any school, hospital, or church? ☒ No ☐ Yes
11. Types of Business, planned or currently conducted at the premises (choose all that apply):

<input type="checkbox"/> Banquet Hall	<input type="checkbox"/> Bowling Alley	<input type="checkbox"/> Café/Coffee Shop
<input type="checkbox"/> Lounge	<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Corner Store
<input type="checkbox"/> Deli or Fast Food Restaurant	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Gas Station
<input type="checkbox"/> Hotel	<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Night Club
<input type="checkbox"/> Private/Fraternal Veteran's Club	<input type="checkbox"/> Sports Facility	<input type="checkbox"/> Supermarket
<input type="checkbox"/> Tavern	<input type="checkbox"/> Teen Club	<input type="checkbox"/> Other _____

SECURITY (attach additional sheets as necessary):

12. Describe the proposed security provisions for off-street parking and loading areas:

13. Number of security personnel expected to be on the premises: Sunday – Thursday _____
Friday and Saturday _____
14. Security personnel responsibilities:
15. Equipment used by security personnel:
16. Presence and location of security cameras (inside and outside):

17. Will searches or identification verification by conducted? ☒ No ☐ Yes, describe where:

LITTER AND NOISE (attach additional sheets as necessary):

18. Description of designated smoking area(s). *(To be completed by Class B and C licensees only.):*

19. Identify the solid waste contractor hired by the applicant:

20. The number and location of exterior and interior trash receptacles.

Interior: _____

Exterior: _____

21. How will the exterior trash/littering be addressed?:

22. How will the noise issues be address?

--

1744
20-2828

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-2020 ending: 6-30-2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } West Allis

County of Milwaukee Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15</u>
TOTAL FEE	\$ <u>215</u>

NO
Record
OK

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Milwaukee Banquet LLC DBA Wini Kitchen - Home of Pizzas Bagnini

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President / Member Last Name <u>WALIA</u>	(First) <u>ADIT</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>4725 N 159 St. Brookfield wis 5300</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>SINGH</u>	(First) <u>SATWINDER</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>3380 Brook Rd Brookfield wis 53025</u>
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10537 W Greenfield Ave West Allis 53214

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Contact Person's Name (Last, First, M.I.) <u>SATWINDER SINGH</u>	Title/Member <u>AGENT</u>	Date <u>8/15/20</u>
Signature <u>Satinder Singh</u>	Phone Number <u>262-751-6546</u>	Email Address <u>SatinderS@yahio.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



State of Wisconsin
Department of Financial Institutions

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Melissa Latavong

Article 4. **Street address of the initial registered office:**

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Butler, WI 53007
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A member or members

Article 6. **Name and complete address of each organizer:**

Ajit S Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Sharon K Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Other Information. **This document was drafted by:**

Melissa S Latavong

Organizer Signature:

Ajit S Walia

jasonsingh@aol.com



City Clerk's Office
7525 W. Greenfield Avenue, West Allis, WI 53214
(414) 302-8220 www.westalliswi.gov

FLOOR PLAN

-NEW APPLICANTS ONLY-

Name of Business Milwaukee Banquet LLC
(Name of Individual, Partners, Corporation or LLC)
Address of Licensed Premises 10535 West Greenfield Ave West Allis WI 53214
Trade Name DBA Wini Kitchen - Home of Pozos Bisayan

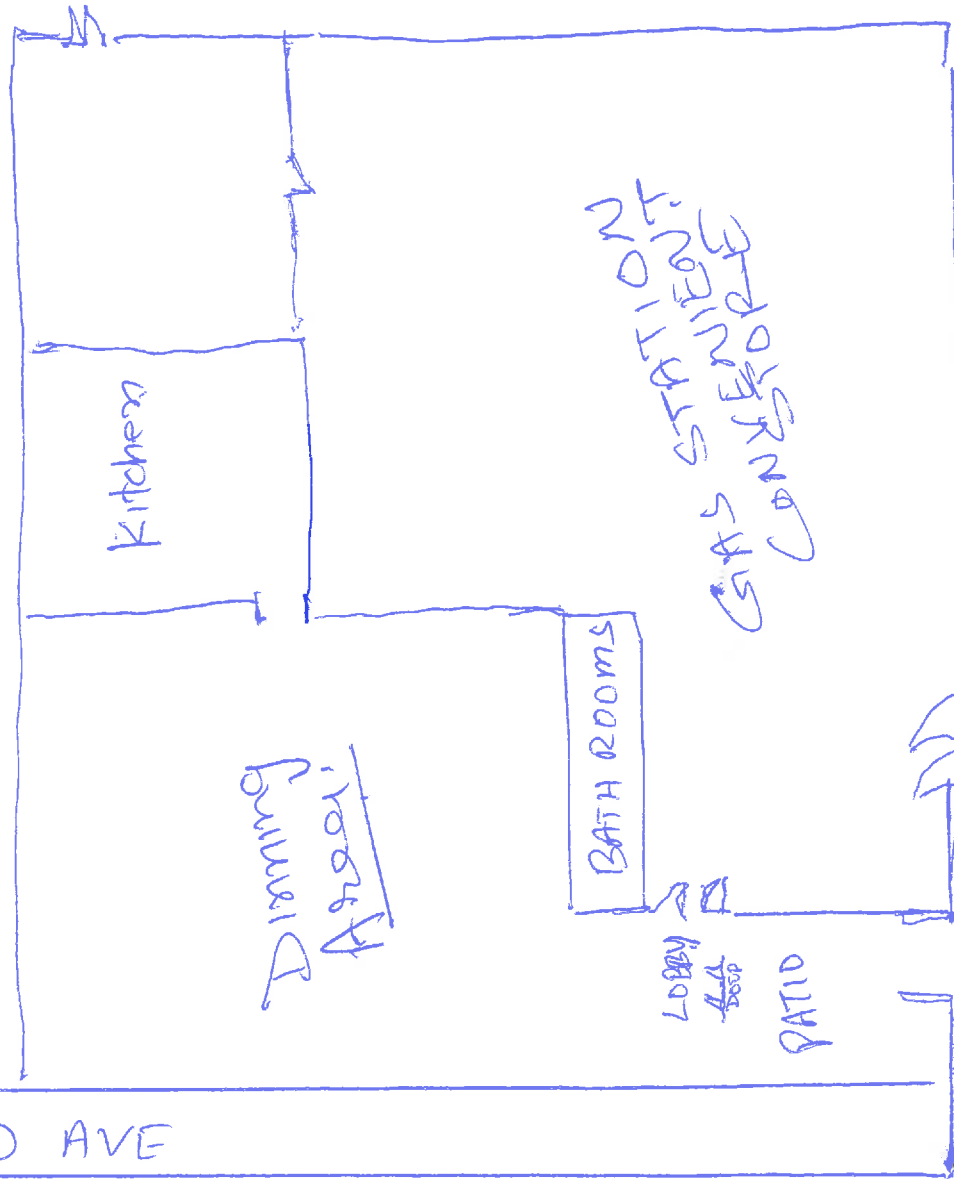
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7. North point
8. Date
9. Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.

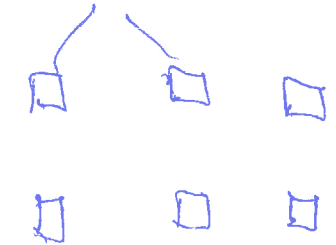
FLOOR PLAN FOR MILWAUKEE BANQUET

DBA: ~~WINI~~ KITCHEN,

10535 W Greenfield Ave, West Allis



Gas Pumps





City Clerk's Office
7525 W. Greenfield Avenue, West Allis, WI 53214
(414) 302-8220 www.westalliswi.gov

PLAN OF OPERATION

-NEW APPLICANTS ONLY-

☐ Individual ☐ Corporation ☒ LLC ☐ Partnership

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If none, write 0: _____
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 - a. Alcohol Sales _____ %
 - b. Entertainment Sales (if applicable) _____ %
(MUST have a license under Section 9.033 or 9.034)
 - c. Food Sales (if applicable) _____ %
 - d. Other _____ %
10. Is the premises less than 300 feet from any school, hospital, or church? ☒ No ☐ Yes
11. Types of Business, planned or currently conducted at the premises (choose all that apply):

<input type="checkbox"/> Banquet Hall	<input type="checkbox"/> Bowling Alley	<input type="checkbox"/> Café/Coffee Shop
<input type="checkbox"/> Lounge	<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Corner Store
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SECURITY (attach additional sheets as necessary):

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18. Description of designated smoking area(s). *(To be completed by Class B and C licensees only.):*

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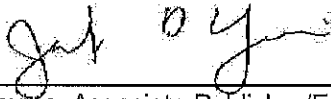
PROOF OF PUBLICATION

STATE OF WISCONSIN
MILWAUKEE COUNTY

} S.S.

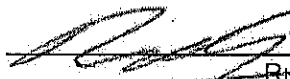
Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws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

Nov. 6, 2020

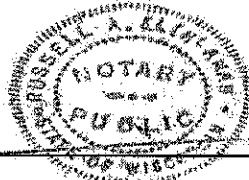


Joe Yovino, Associate Publisher/Editor

Sworn to me this 6th day of November 2020



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



**NOTICE OF ALCOHOL
BEVERAGE LICENSE
APPLICATIONS
CITY OF WEST ALLIS**

Please take notice that the following have applied for a Class A or B Fermented Malt Beverage (Beer) and/or Intoxicating Liquors (Wine and Liquor) for license period July 1, 2020 - June 30, 2021. The applications will be considered by the City of West Allis Common Council on November 4, 2020 at 7:00 p.m. at the West Allis City Hall, Common Council Chambers, 7525 W. Greenfield Avenue.

Class A Beer and Class C Wine
Milwaukee Banquet LLC - 10535 W. Greenfield Ave.
d/b/a Winis Kitchen
Satwinder Singh, Agent, 3380 Bradee Rd., Brookfield, 53005
Rebecca Grill, City Clerk
Published: 11-6-2020

11933522/11-6

PROOF OF PUBLICATION

WEST ALLIS COMMUNITY IMPROVEMENT FOUNDATION, INC.

7525 West Greenfield Avenue
West Allis, Wisconsin 53214
414/302-8200

November 17, 2020

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

Dear Mayor Devine and Common Council Members:

This letter is to request your approval of two reappointments to the Board of Directors of the West Allis Community Improvement Foundation, Inc. Article X, Section D of the Articles of Incorporation requires that "the appointment, election or removal of any member of the Board of Directors shall be subject to approval by the Common Council of the City of West Allis."

The two reappointments are Dan Devine and Rebecca Grill. Attached is a copy of the entire Board listing for your information.

I trust that these reappointments meet with your approval. However, if you have any questions or comments, please feel free to contact me or any of the Board members.

Sincerely,



Patricia Wikenhauser,
President

Attachment

ADM\ORDRES\MCC.WACIF APPTS.11172020



PRESIDENT

Patricia Wikenhauser

VICE PRESIDENT

Dan Devine

TREASURER

Rebecca Grill

BOARD MEMBERS

Gerald Matter

Timothy Meyers

Matthew Rupena

Paul Ziehler

EX OFFICIO MEMBERS

West Allis Common Council

Thomas Lajsic, President

WA/WM School Board

Stephanie Emons, President