

City of West Allis Meeting Agenda Common Council

Mayor Dan Devine, Chair
Alderperson Thomas G. Lajsic, Council President
Alderpersons: Suzzette Grisham, Kevin Haass, Danna Kuehn, Thomas G. Lajsic, Rosalie L. Reinke,
Daniel J. Roadt, Tracy Stefanski, Angelito Tenorio, Vincent Vitale, and Martin J. Weigel

Tuesday, June 1, 2021

7:00 PM

City Hall, Common Council Chambers 7525 W. Greenfield Avenue

REGULAR MEETING

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

Pledge led by Ald. Kuehn

D. PUBLIC HEARINGS

None.

E. CITIZEN PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Room G12 (Art Gallery) - Administration & Finance, Safety & Development

Room 128 - License & Health, Public Works, Advisory

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

G. MAYOR'S REPORT

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

H. ALDERPERSON'S REPORT

I. APPROVAL OF MINUTES

1. 2021-0388 Minutes (draft) of the May 18, 2021 Common Council meeting

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

PUBLIC WORKS COMMITTEE

(Public Works Committee June 1, 2021 meeting)

2. R-2021-0342 Resolution adopting a Complete Streets Policy for the City of West Allis

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

3. O-2021-0042 Ordinance to amend the City of West Allis salary schedule to create the

positions of Health Environmentalist Team Leader, and Finance Payroll

Administrator

Recommendation: Passage

4. O-2021-0043 Ordinance to Repeal Transient Photographer License

Recommendation: Passage

5. Resolution authorizing the City Administrator to enter into a contract with

Partner2Learn for facilitation of an updated City of West Allis Strategic Plan

Recommendation: Adopt

6. R-2021-0335 Resolution approving an Intergovernmental Cooperation Agreement between

the City of West Allis ("City") and the Wisconsin State Fair Park Board ("Board") for first aid, first response, and emergency transport for the 2021

State Fair seasons

Recommendation: Adopt

7. R-2021-0124 Resolution approving the State Fair Park Crowd and Traffic Control Services

Agreement

Recommendation: Adopt

8. R-2021-0328 Resolution requiring the repair of an at-grade crossing

Recommendation: Adopt

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9. R-2021-0329 Recommendation:	Resolution accepting work of Green Bay Pipe & TV, LLC for closed circuit TV inspection of sanitary and storm sewers in various locations and authorizing settlement of said contract in accordance with contract terms for final payment of 2020 Project No. 9 in the amount of \$250 Adopt
10. R-2021-0340	Resolution approving amendment #2 to the Purchase and Sale Agreement by and between Six Points West Allis Apartments, LLC and the Community Development Authority of the City of West Allis relative to the Development Finance Agreement (North of National Avenue "NONA")
Recommendation: 11. R-2021-0336 Recommendation:	Adopt Resolution to approve bid of Green Bay Pipe & TV, LLC for the closed circuit TV inspection of sanitary and storm sewers at various locations in the amount of \$79,003 Adopt
12. R-2021-0337	Resolution to approve bid of Zignego Company, Inc. for the asphalt resurfacing in W. Washington St. from S. 112th St. to S. 108th St., S. 90th St. from W. Arthur Pl. to S. 89th St. and S. 75th St. from W. National Ave. to the Union Pacific Railroad in the amount of \$547,580.55
13. R-2021-0346 Recommendation:	Resolution to amend Policy # 1115 to create sponsorship preference for West Allis entities Adopt
14. 2021-0381 Recommendation:	Claim by Lori King regarding damage to vehicle on April 9, 2021 at 2101 S. 58 St. on April 9, 2021 Refer to City Attorney
15. <u>2021-0398</u> <u>Recommendation:</u>	Claim by Eric Stach regarding damage to vehicle on May 17, 2021 at 10510 W. Oklahoma Refer to City Attorney
16. 2021-0377 Recommendation:	Communication from Director of Public Works to adjust the storm water fees for the property at 423 South Curtis Road as allowed in Section 1.075 (7)(d) of the Revised Municipal Code dealing with Storm Water Management System User Fees Approve
17. <u>2021-0387</u> <u>Recommendation:</u>	Class B Temporary Premise Extension request for BS Dollar, LLC. d/b/a Barcode, 2110 S. 60th St Approve
18. <u>2021-0392</u>	Class B Temporary Premise Extension request for Doppleganger's LLC, d/b/a Dopp's Bar 7 Grill, 1753 S. 68th St

Recommendation: A

Approve

19. 2021-0393

Renewal applications for certain licenses: adult-oriented establishment owner and operators, direct sellers, entertainment distributors, food peddlers, manufactured and mobile home community renewal licenses, pawn dealers, salvage and recycling centers, secondhand article and jewelry dealers.

Adult-Oriented Establishment:

- *Benjamin Bishop, Temptations
- *Ryan Hoven, The Spot
- *Neela Sivasathiyamoorthy, Heartbreakers

Adult-Oriented Operator - All applicants are for Temptations

- *Countissa Lee
- *Katie Holtman
- *Jamie Haase
- *Naronne Cole
- *Brook Blackbird
- *Amber Robinson
- *Rachel Guenther
- *Harley Swan
- *Andrew Differt
- *Kateri Baumgart
- *Emily Yaunke

Entertainment Distributor

- *James Sevalt, National Entertainment Network
- *Patrick Modl, Southern Novelty Company
- *Chad Goeman, Lake States Vending
- *Larry Beilfuss, Total Amusement
- *Brandon Beilfuss, Total Amusement
- *Michael Weigel, Wisconsin P&P Amusement
- *Summer Grothmann-Braun, American Entertainment
- *Michael Eppler, Suburban Vending
- *Bruce Dentice, Sam's Amusement
- *Jay Jacomet, Reds's Novelty
- *Richard Jacomet, Reds's Novelty
- *Reginald Zeniecki, Reggie's Amusements

Food Peddler

- *Jessica Gonzalez, El Sazon Dominicano
- *Alexander Obradovich, Firewise Barbecue Company

Manufactured/Mobil Home

- *Catherine Styza, Greenfield Terrace
- *Richard Styza, Greenfield Terrace
- *Jane Styza, Mayfair Village

Pawn Dealer

*Vivian Anton Limberatos, Paul's Jewelers

Salvage & Recycling Center

*Phillip Rehberg, ARR Recycling

Secondhand Dealer - Article

*Scott Heifetz. Record Head

*Diana Saadeh-Jajeh, Game Stop

*Adam Campbell, Imperial Trading Cards

*Kevin Nugent, The Shooters Shop

*Ed Check, 2 Brothers-in-Law

*Brian Boyer, E-5 Sports

*Robert Leary, A-1 Furniture

*Jerry Dutscheck, Military Collectibles Shop

*Karlene Clark, Within Reason Resale and Consignment

*Robert Thimm, Boring Bobs

*Catherine Connoly, St. Charles Furniture & Thrift Store **Charitable Organization

*Michael Umhoefer, St. Charles Furniture & Thrift Store **Charitable Organization

*Robert Conklin Jr., Bargains n' More **Charitable Organization

Secondhand Dealer - Jewelry

*Vivian Anton Limberatos, Paul's Jewelers

*Dean Shallow, Shallow Jewelers

*Diane Latinovich, Diane's Designs

*Alan Derzon, David Derzon Coin Company

*Michael O'Connor, David Derzon Coin Company

Recommendation: Approve

20. 2021-0368 Application for a new Secondhand Article Dealer, for Amy Craig, d/b/a/ Amy

Renee's Kreative Touch, located at 7219/7217 W. Greenfield Ave

Recommendation: Approve

21. 2021-0370 Reappointment by Mayor Devine of Mark Manthei as a member of the West

Allis Police and Fire Commission, his five-year term to expire May 1, 2026

Recommendation: Approve

22. 2021-0402 Reappointment by Mayor Devine of Jane Edgar as a the Village of West

Milwaukee Rep. of the West Allis Board of Health, her two-year term to expire

January 1, 2023

Recommendation: Approve

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

New Matters for Introduction

23. 2019-0403 Claim by Duke A. Swan regarding injury to person at 1962 S. 59 Street on

September 28, 2018.

Recommendation: Closed session - Administration & Finance

24. 2020-0244 Summons and Compliant by the Estate of Duke A. Swan vs the City of West

Allis et al, regarding injury to person at 1962 S. 59 St. on June 16, 2018,

Case No. 2020CV002259

Recommendation: Closed session item - Administration & Finance

For agenda items 23 & 24, the Committee may convene in closed session pursuant to the provisions of Section 19.85(1)(g) of the State Statutes for the purpose of conferring with legal counsel for the governmental body who is rending oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. This Committee may reconvene in open session after completion of the

closed session to consider the balance of the agenda.

LICENSE & HEALTH COMMITTEE

New Matters for Introduction

25.	2021-0348	Application for an Original Class "A" Beer License for Express Pantry, 8530
		W. Greenfield Avenue. Agent: Manpreet Singh

26. 2021-0389 Class B Temporary Premise Extension request with one exception for Just J's, 9033 W. National Ave

27. 2021-0400 Class B Temporary Premise Extension request with two exceptions for DTR Enterprises, LLC. d/b/a Studz Pub Sports Bar and Grill, 6833 W. National

Ave

N. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis Meeting Minutes

Common Council

Mayor Dan Devine, Chair Alderperson Thomas G. Lajsic, Council President

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

Tuesday, May 18, 2021

7:16 PM

City Hall, Common Council Chambers 7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

The meeting was called to order by Mayor Devine at 7:16 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. Haass.

D. PUBLIC HEARINGS

None.

E. CITIZEN PARTICIPATION

Opposed to the Active Street program and closing of Root River Pkwy (W. Oklahoma Ave. to Morgan Ave.).

Lawrence Borek, 3060 S. Waukesha Rd. JoAnn Borek, 3060 S. Waukesha Rd.

Ed Lisinski, 3364 S. 119 St., commented on a few of the community organizations:

- WA-WM Old Timers Baseball Association, has a free baseball clinic at Nathan Hale Baseball fields
- West Allis Historical Society is back open and the hours are: Tuesday 7:00 p.m. 9:00 p.m. and Sunday from 2:00 p.m. 4:00 p.m.
- West Allis New Berlin Relay for Life, an event to support cancer research, to be held on July 16, 2021 at the Athletic Facility at Nathan Hale High School
- May is Building Safety Month to promote building safety.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

G. MAYOR'S REPORT

Mayor Devine announced the Travel Beer Garden by 1840 Brewing Company will be taking place in the summer at Honey Creek Park and the West Allis Historical Museum will be open; and the opening of Festival Foods.

H. ALDERPERSON'S REPORT

Ald. Kuehn welcomed Legacy Cuts to the Ald. Dist. Three to the city.

I. APPROVAL OF MINUTES

1. 2021-0335 Minutes (draft) of the May 4, 2021 Common Council meeting

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

J. STANDING COMMITTEE REPORTS

LICENSE & HEALTH COMMITTEE

New Matters for Introduction

2.	<u>2021-0297</u>	Class B Tavern License for SU Plus Two, LLC, d/b/a SU Plus Two, located
		at 7028 W. Greenfield Ave., Agent Supawadee Pamoto

Approved on a Block Vote.

3. 2021-0325 Application for Transfer of a License from Premises to Premises of a Combination "Class A" Liquor License for State Fair Liquor & Food Mart, from 1568 S. 81 Street, to 7920 W. National Ave.

Held in License & Health Committee during recess.

6. 2021-0334 Police Department Report regarding tavern violations/calls for service for the month of April 2021

Placed on File on a Block Vote.

Passed The Block Vote

A motion was made by Vitale to approve all the actions on item nos. 2 & 4 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

4. 2021-0139

Class "A" Retailer License for the sale of Fermented Malt Beverages, for the July 1, 2020 to June 30, 2021 Licensing Period for State Fair Petro Mart Inc., d/b/a State Fair Petro Mart, 8404 W. Greenfield Ave; Agent Gurinder Nagra (new-nonexisting location, gas station)

A motion was made by Vitale that this matter was Denied. The motion carried by the following vote:

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

No: 0

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

7. Resolution to amend Policy #1412 by authorizing an additional day of accrued time off for library employees who work on observed holiday dates

Sponsors: Alderperson Haass

Adopted on a Block Vote.

8. 2021-0329 Finance Director/Comptroller submitting report for April 2021 indicating City of West Allis checks issued in the amount of \$1,778,750.42

Placed on File on a Consent Vote.

9. 2021-0324 Temporary Public Entertainment Premises Permit for Crawdaddy's on Greenfield, 9427 W. Greenfield Ave. on Sunday, July 18, 2021 from Noon -9:00 p.m. for Hog of All Hoggs event

Approved on a Consent Vote.

10. 2021-0331 Report of the Municipal Judge for the month of April 2021, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$157,227.95

Placed on File on a Cosent Vote.

11. 2021-0342 Communication from the City Engineer regarding the WisDOT bid opening for the installation of new traffic signals at three intersections along Lincoln Ave. at S. 71 St., S. 76 St. and S. 84 St.

Placed on File on a Consent Vote.

13. Resolution to approve bid of Sirrah Construction for the replacement or repair of concrete sidewalk in the general are bound by the east city limits to S. 68 St. and W. Burnham St. to the south city limits in the amount of \$175,334.70

Sponsors: Public Works Committee

Approved on a Consent Vote.

Resolution to approve bid of LaLonde Contractors, Inc. for the installation of concrete curb and gutter, concrete pavement, driveway replacement, sanitary sewer relay, storm sewer, storm sewer relay, building services and utility adjustments S. 86 St. from W. Cleveland Ave. to S. Osage Ave. and W. Dakota St. from S. Osage Ave. to S. Orleans Ave. in the amount of \$918,182.39

Sponsors: Public Works Committee

Approved on a Consent Vote.

14a. R-2021-0311 Resolution to grant a utility easement by the City of West Allis to Everstream GLC Holding Company LLC, to install fiber optic cable to

service existing cellular equipment located on the water tank located at S.

116 St. and W. Rogers St.

	Sponsors:	Public Works Committee
		Approved on a Consent Vote.
15.	R-2021-0312	Resolution authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement in an amount up to \$294,210 to undertake a project to replace private lead service lines
	Sponsors:	Public Works Committee
		Approved on a Consent Vote.
17.	<u>O-2021-0041</u>	Ordinance to adopt parking restrictions on both sides of W. Maple St., from S. 89 St. to the west to the Hansen Labs property gate
	Sponsors:	Alderperson Grisham and Alderperson Kuehn
		Passed on a Block Vote.
18.	2021-0349	Reappointment by Mayor Devine of Ray Nazer as a member of the Historical Commission of the City of West Allis, his five-year term to expire December 31, 2025
		Approved on a Consent Vote.
19.	2021-0350	Reappointment by Mayor Devine of Cathy Manthei as a member of the West Allis Ethics Board, her three-year term to expire June 1, 2024
		Approved on a Consent Vote.
20.	2021-0352	Reappointment by Mayor Devine of Melissa Feldmeyer as a member of the Events Committee of the City of West Allis, her two-year term to expire May 7, 2023
		Approved on a Consent Vote.
21.	2021-0353	Appointment by Mayor Devine of Ashley Wagner as a member of the Events Committee of the City of West Allis, her two-year term to expire May 14, 2023
		Approved on a Consent Vote.
22.	2021-0354	Appointment by Mayor Devine of Melissa Lenz as a member of the Events Committee of the City of West Allis, her two-year term to expire May 14, 2023
		Approved on a Consent Vote.
23.	2021-0355	Appointment by Mayor Devine of Kris Marion as a member of the Events Committee of the City of West Allis, her two-year term to expire May 14, 2023
		Approved on a Consent Vote.
24.	2021-0356	Reappointment by Mayor Devine of Mark Lutz as a member of the Events Committee of the City of West Allis, his two-year term to expire May 7, 2023
		Approved on a Consent Vote.

25.	<u>2014-0705</u>	Jeremia Gonzales communication relative to vehicle damages allegedly sustained at S. 116th Street and W. Morgan Avenue on October 31, 2014
		This matter was Referred to the City Attorney for Legal Action on a Consent Vote.
26.	2020-0556	Summons and Complaint of Kaitlyn Huber regarding damages to property and injury to person at or near the 1700 block of S. 76 St. on or about October 13, 2017. Case No. 2020CV004479
		This matter was Referred to the City Attorney for Legal Action on a Consent Vote.
27.	2020-0388	Claim by Armando J. Chevere Ortega and Joanna I. Vazquez Martinez regarding damage to vehicle at W. O'Connor St. and N. 84 St. on May 17, 2020
		This matter was Referred to the City Attorney for Legal Action on a Consent Vote.
27a	. 2021-0358	2020-2021 Adult Oriented Establishment Operator Permit application of Danielle Windau
		Approved on a Consent Vote.

Passed The Block Vote

A motion was made by Haass, seconded by Kuehn, to approve all the actions on item nos. 7-11, 13-15, 17-27a 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

12. 2021-0347 Communication regarding Active Streets Initiative and partnership with Milwaukee County

Sponsors: Public Works Committee

A motion was made by Haass, seconded by Reinke, that this matter was Postponed Indefinitely. The motion carried by the following vote:

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

No: 0

Resolution to approve an amendment to the Development Agreement between the City of West Allis and Lincoln Hospitality Group, LLC, regarding the Lincoln West Corridor Development Project, Holiday Inn Express Hotel, (TIF #17)

Sponsors: Safety and Development Committee

A motion was made by Lajsic, seconded by Weigel, that this matter was Adopted As Amended. The motion carried by the following vote:

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

No: 0

L. 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 7:49 p.m. Upon returning from recess at 8:00 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

M. NEW AND PREVIOUS MATTERS

N. ADMINISTRATION & FINANCE COMMITTEE

28. Resolution approving closeout transfers in the general fund for fiscal year

2020

Sponsors: Alderperson Haass

A motion was made by Lajsic, seconded by Stefanski, that this matter was Adopted As Amended to add carryover from Clerk's Office. 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

5. 2021-0304 Temporary Premise Extension for John Starr Pickles, LLC, d/b/a Broken Starr, 1100 S. 60th St.

A motion was made by Vitale that this matter was Approved. 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, seconded by Stefanski, to adjourn at 8:02 p.m., with the next regularly scheduled meeting to be held on June 1, 2021, at 7:00 p.m. 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.

CITY OF WEST ALLIS RESOLUTION R-2021-0342

RESOLUTION ADOPTING A COMPLETE STREETS POLICY FOR THE CITY OF WEST ALLIS.

WHEREAS, this Resolution adopts a Complete Streets Policy to incorporate Complete Streets principles of street design for all modes of transportation into public way improvements and project phases; and,

WHEREAS, the City of West Allis ("CITY") seeks to establish a Complete Streets Policy that will help guide each phase of the development process for projects within the public realm so as to create safer, more accessible, attractive, and overall more inviting facilities for all users; and,

WHEREAS, the City is committed to fostering a livable city through the creation of Complete Streets that improve access to neighborhoods, prioritize the safety and health of residents and visitors, support economic growth, improve access to education and jobs, enhance urban design, encourage physical activity, and reduce negative environmental impacts throughout the city; and

WHEREAS, Complete Streets are defined as facilities that are safe, comfortable and convenient for users of all travel modes, including walking, use of mobility aids, bicycling, riding public transportation, and driving motor vehicles; and,

WHEREAS, the City recognizes that Complete Streets must be sensitive to surrounding context including buildings, land use, transportation and community needs; and,

WHEREAS, the City recognizes that a safe, reliable, and comprehensive transportation network is a right of all residents of, and visitors to, West Allis, regardless of ability, age, gender, race, ethnicity, or income; and,

WHEREAS, the City recognizes that a comprehensive, well-connected, and reliable transportation network is essential to give residents the ability to travel to school, travel to work, engage in social activities, and contribute to the commercial and economic vitality of the city; and,

WHEREAS, the ability to safely travel within the public way is paramount; and,

WHEREAS, the City recognizes that speeding and reckless driving contribute to crashes that can cause severe injury or even death; and,

WHEREAS, , the City also recognizes that through Complete Streets elements the design of streets can improve poor motorist behaviors such as excessive travel speeds; and,

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- **WHEREAS**, the City recognizes disparities, including, but not limited to, access to diverse transportation options, crash rates, health outcomes, education, income, employment, and others; and,
- **WHEREAS**, the City also recognizes that a comprehensive, equitable approach to transportation design can play a role in addressing these disparities; and,
- **WHEREAS,** West Allis's streets have the opportunity to reflect the City's and individual neighborhoods' unique characteristics and needs; and,
- **WHEREAS,** a Complete Streets Policy will align with the City of West Allis Strategic Plan goals: 1. Image, brand, destination 2. Quality of Life 3. Citizen Engagement 4. Economic Vitality and Sustainability 5. Excellence in Government; and,
- **WHEREAS**, through the comprehensive planning process, residents, business owners, and other stakeholders have articulated a vision for the streets and transportation priorities within their individual neighborhoods; and,
- **WHEREAS**, a Complete Streets policy will further supplement the City's Comprehensive Plan, encouraging infill, mixed-use, and transit-oriented development that better support travel needs resulting from increased density in neighborhoods and along corridors; and,
- **WHEREAS**, the City recognizes that when implementing the Complete Streets Policy, special care must be taken when evaluating the impacts of proposed projects on low-income communities and ensuring that this policy is implemented in a manner that fosters equity across city neighborhoods; and,
- **WHEREAS**, the City recognizes that a balanced, needs-based approach to parking is vital to the economic health of neighborhoods and the city; and,
- **WHEREAS**, the City seeks to align land use and transportation goals, policies, and code provisions to create Complete Street solutions that are clear, concise, and consistent across all City departments; and,
- **WHEREAS**, the City recognizes how design review has evolved, and that it must update its design guide to accomplish a standard that meets the needs of the public's most vulnerable users; and,
- **WHEREAS**, this information should be readily available from the City's website in addition to being supported by all departments; and,
- **WHEREAS,** , the City also recognizes the importance of departmental collaboration between the departments of Public Works, Engineering, Planning & Zoning, Health, Communications, and Administration to establish a unified purpose in creating Complete Streets throughout the City of West Allis; and,

WHEREAS, the City also recognizes the importance of partnerships with the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, Milwaukee County Department of Transportation, Milwaukee County Transit System, Milwaukee County Parks, Southeastern Wisconsin Regional Planning Commission, WAWM Public Schools, the downtown business improvement district, neighborhood associations, private developers, public and private utilities, and other agencies to promote Complete Streets on infrastructure within but not owned and maintained by the City of West Allis.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, that the City adopts the following Complete Streets Policy:

West Allis Complete Streets Policy

- 1. The City shall endeavor to design, operate, and maintain the public way to address accessibility and maximize the comfort, safety, and needs of all users, of all ages and abilities, whether traveling on foot, by using mobility aids/devices, by transit, by bicycle, or by motor vehicle, including freight/delivery. This Complete Streets Policy shall apply to all public and private entities doing work in the public way and on City-owned transportation facilities, including, but not limited to, streets, sidewalks, alleys, bridges, and trails. The City will require the owners and operators of other highways, private streets, sidewalks, alleys, trails, and parking lots to also adhere to the Policy through funding requirements and development review processes.
- 2. The City shall endeavor to incorporate this Complete Streets Policy into projects, if appropriate and if funding is not excessive and is proportionate to the need or probable use, to incrementally achieve a complete, interconnected transportation network that serves all users and encourages walking, biking, and transit trips.
- 3. The City shall endeavor to incorporate Complete Streets principles into public way improvements and project phases, including planning, programming, design, right-of-way acquisition, permitting, subdivision and land development, new construction, construction management, reconstruction, operation, capital improvements, and routine maintenance and rehabilitation. An exception will be made if the project is considered an emergency repair or routine maintenance and will not change the geometry or operations of the street.
- 4. The City shall endeavor to provide accommodations for modes of transportation to continue to use the road safely and efficiently during any construction or repair work that infringes on the right of way and/or sidewalk.
- 5. The City shall endeavor to incorporate storm water management or maintenance within the public right-of-way as part of Complete Streets. The City also recognizes that in addition to managing storm water, street trees, landscaping, and other green infrastructure contribute to a comfortable and healthy pedestrian environment through improved air quality, valuable shade, and beautification.
- 6. When considering the various elements of street design, the City shall endeavor to give

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priority as follows:

- a) Above all, safety of all users is imperative.
- b) Street design elements that encourage and support walking, biking, and transit trips in a manner that considers the context of the surrounding community as well as the broader urban design needs of the city.
- c) The City recognizes that not all modes can receive the same degree of accommodations on every street, but the goal is for users of all ages and abilities to safely, comfortably and conveniently travel across and through the network.
- d) The City recognizes budgetary constraints but will also endeavor to seek alternative funding opportunities.
- e) To review and evaluate the financial and logistical maintenance impact to provide and/or continue City services.
- 7. The City shall endeavor to engage with community stakeholders and representatives when designing public way improvements.
- 8. The City shall endeavor to incorporate the Complete Streets principles established herein into current and future or amended land use, transportation, area, and comprehensive plans, and current and future plans, policies, procedures, resolutions, or ordinances impacting the public right-of-way.
- 9. The City shall endeavor to continually look to the latest industry standards and guidelines to develop Complete Streets. The City of West Allis recognizes that design criteria shall not be considered prescriptive or taken as mandate; rather, Complete Streets guidance is intended to assist in the application of engineering and planning principles. The City shall endeavor to strive to meet or exceed national best-practice guidelines on all transportation projects. The latest national, state, and local design guidance, standards, and recommendations available shall endeavor to be considered in the implementation of Complete Streets.
- 10. The City shall endeavor to establish a Complete Streets subcommittee of the Capital Improvements Committee consisting of the following representatives (or their designees):
 Mayor and/or Common Council member Public Works Department Engineering Department Planning & Zoning program Finance Department Health Department Neighborhood Association representative
- 11. The Complete Streets subcommittee of the Capital Improvements Committee shall endeavor to oversee implementation of the Complete Streets Policy by prioritizing, assigning, monitoring, and establishing timelines for the following actions (list not intended to be exhaustive): Formalize timing of committee meetings to include a preliminary design meeting and a halfway design meeting for all major projects. Meetings will likely take place twice per year. Review, and update as needed, current design standards to ensure they reflect the best available design standards and guidelines. Recommend policy and process changes that support Complete Streets projects as needed. Project evaluation of the Capital Improvements Program shall endeavor to include Complete Streets as a priority. Scoring criteria shall be adjusted when necessary to attain an equitable distribution of Complete Streets projects and resultant benefits. Identify ways to effectively provide public education and enforcement with

Page 4 18

respect for proper road-use behavior by all users and all modes on an ongoing basis. • The Planning & Zoning program shall endeavor to conduct an annual Complete Streets Report, or incorporate Complete Streets metrics into routine annual reports, and submit to the Mayor, the Common Council, other boards, and commissions as appropriate, and be readily viewable online and in paper version at City Hall. Such evaluations shall endeavor to include statistics and relevant data including, but not limited to the following: o Miles of bike lanes added o Crosswalk and intersection improvements o Pedestrian, bicyclist, and bus ridership counts o Number of ADA compliant new curb ramps installed along city streets o Number of bicycle parking spaces created, and number updated that comply with Zoning Code, bike parking location, and design criteria o Number of crashes (location and type) o Square footage of non-permeable pavement removed o Net number of street trees added o Report on project effectiveness of engaging neighborhood residents, consideration of their suggestions, and documentation of improvements that resulted from their input

- 12. The Complete Streets subcommittee of the Capital Improvements Committee shall endeavor to work cooperatively to address community concerns and together assist in achieving community visions and goals in a manner that respects the local context. When conceptualizing, prioritizing, and designing projects, the City shall endeavor to consult plans and policies created with public input, including but not limited to, the City of West Allis Comprehensive Plan, Area Plans, and West Allis Bike Plan. The City shall endeavor to mitigate unintended consequences such as involuntary displacement.
- 13. The City shall endeavor to create a community engagement plan with specific strategies for when and how public engagement will occur and with whom. Effective strategies for engaging with underrepresented groups include holding public meetings at accessible times and places, collecting input at community gathering spaces (such as schools, parks, and the library) and hosting and attending community meetings and events coincident with peoples' daily routines. The Complete Streets subcommittee of the Capital Improvements Committee shall endeavor to seek input from neighborhood associations, business improvement districts, and underrepresented groups on transportation projects; and also with the Wisconsin Department of Transportation, Milwaukee County Department of Transportation, Milwaukee County Transit System, Southeastern Wisconsin Regional Planning Commission, as well as other agencies to ensure that the Complete Streets principles established herein are incorporated into all projects within the public right-of-way.

cc: Planning & Zoning Dept. of Engineering Dept. of Public Works Economic Development DEV-R-1061-6-1-21

SECTION 1: <u>ADOPTION</u> "R-2021-0342" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0342(Added)

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PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of West Allis	_	Dan De	vine, Mayor City	Of West

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June 1, 2021

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

RE: Resolution to adopt the West Allis Complete Streets Policy

Dear Mayor Devine and Common Council Members:

Complete Streets is the concept that our streets should be built with safety, comfort, and access in mind for all users of the road to create a walkable, livable, and thriving community. There is no singular design for a Complete Street; a quiet residential street may already function well for all people, whereas a busy commercial corridor may require wider sidewalks, curb extensions, and protected bike lanes. A Complete Streets approach integrates people and place into all phases of a project, from planning and design through construction. Fortunately, the City of West Allis has been working towards this goal for several years now as we continue to implement the Bicycle & Pedestrian Master Plan. With the Complete Streets Policy, we aim to formalize existing processes and join the thousands of communities across the country that have adopted their own policies.

The Policy does not mean an immediate retrofit of all streets but rather incremental changes to the built environment resulting from a shift in everyday Planning and Engineering practices. It is also not a mandate to implement Complete Streets elements into all road construction projects if costs are excessive or disproportionate, the public is not in favor, or if the project is an emergency repair. A Complete Streets subcommittee of the Capital Improvements Committee will meet twice per year to oversee implementation. Keep in mind that Complete Streets can be achieved within existing budgets and many improvements are modest in size and cost.

The Complete Streets Policy is co-sponsored by Alderpersons Lajsic and Weigel and supported by Planning & Zoning, Engineering, DPW, and Economic Development. With your support for this Policy, West Allis will add lasting value that supports healthy communities and creates safer streets for everyone.

On April 14, Planning & Zoning presented an overview of the draft Complete Streets Policy (YouTube link here). If desired, Planning & Zoning would be happy to make a brief presentation at an upcoming Public Works Committee meeting.

If you have any questions or desire further information, please feel free to contact me.

Sincerely,

Tony Giron Planner

CITY OF WEST ALLIS ORDINANCE O-2021-0042

ORDINANCE TO AMEND THE CITY OF WEST ALLIS SALARY SCHEDULE TO CREATE THE POSITIONS OF ENVIRONMENTAL COORDINATOR/LEAD AND PAYROLL ADMINISTRATOR

WHEREAS, the City is authorized to enact a salary schedule for city employees and officers; and

WHEREAS, the positions of Environmental Coordinator/Lead and Payroll Administrator, have now been classified in the appropriate salary grade, and require additions to the salary schedule;

NOW THEREFORE, NOW THEREFORE, the common council of the City of West Allis do ordain that the Salary Schedule is amended as per the attached/linked document.

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

AMENDMENT

Salary Schedule

- 1. Establishment. City employees and officers shall receive compensation based on the salary schedule in this ordinance, the terms of an employment contract, or the terms of a collective bargaining agreement.
- Automatic Cost of Living Adjustments. This salary schedule does not include an automatic adjustment for personnel in conformity with fluctuations upwards and downwards in the cost of living.
- 3. Employee and Appointed Officer Salaries. Each City employee and officer who holds a position recognized within the salary schedule below shall receive compensation within the range assigned to the salary grade for that employee's or officer's position.

Current Salary Schedule - Effective 6/1/21 (Link)

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Current Salary Schedule - Effective 3/6/21 (Link)

Past Salary Schedules

Effective 12/15/20-3/5/21 (Link)

Effective 10/18/20-12/14/20 (Link)

Effective 9/1/20-10/17/20 (Link)

Effective 3/17/20-8/31/20 (Link)

Effective 3/3/20-3/16/20 (Link)

Effective 1/7/20-3/2/20 (Link)

Effective 7/28/19-1/6/20 (Link)

Effective 3/19/19-7/27/19 (Link)

Effective 10/16/18-3/18/19 (Link)

Effective 10/2/18-10/15/18 (Link)

Effective 6/19/18-10/1/18 (Link)

Effective 4/17/18-6/18/18 (Link)

Effective 3/6/18-4/16/18 (Link)

Effective 1/14/18-3/5/18 (Link)

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

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

b. Mayor

Date	Annual Salary
Effective 4/21/2020	\$73,583.75
Effective 4/20/2021	\$75,791.26
Effective 4/19/2022	\$78,065.00
Effective 4/18/2023	\$80,406.95

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c. Municipal Judge

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

2. Hourly Employee Pay Rates. Each City employee who holds a position recognized below shall receive compensation within the range assigned. The rates assigned to any position marked with an asterisk shall increase by 2.5% if the employee is a City resident.

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

3. Election Official Pay Rates. Any person who is appointed as an election official under

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Wis. Stat. 7.30 or seeking that appointment shall receive compensation of:

- a. \$107.84 per full day of work on election day as an inspector.
- b. \$127.84 per full day of work on election day as an assistant chief inspector.
- c. \$147.84 per full day of work on election day as a chief inspector.
- d. \$10.00 for attending an instructional meeting prior to election day.
- e. \$9.00 per hour for training prior to election day.
- 4. Unlisted Positions. Each City employee and officer who holds a position not recognized within this salary schedule shall receive compensation in the manner described in that employee's or officer's employment contract or collective bargaining agreement.

Fire Department Salary Schedule - Effective 4/5/20-12/31/21 (Link)

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

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		Presid	ing Officer	
	<u> </u>			
Rebecca Grill, City Clerk, City Of West Allis		Dan De Allis	vine, Mayor City	Of West

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CITY OF WEST ALLIS PAY PLAN - FLSA EXEMPT

Common Council 6/1/2021 - Effective Upon Publication

NON-RESIDENT

	87.5%	90.0%	92.5%	95.0%	97.5%	100.0%	High	120.0%
Grade	Minimum	Step 2	Step 3	Step 4	Step 5	Control Pt.	Performance	Maximum
R	\$103,812.80	\$106,787.20	\$109,740.80	\$112,715.20	\$115,668.80	\$118,643.20	\	\$142,376.00
	\$3,992.80	\$4,107.20	\$4,220.80	\$4,335.20	\$4,448.80	\$4,563.20		\$5,476.00
	\$49.91	\$51.34	\$52.76	\$54.19	\$55.61	\$57.04		\$68.45

Assistant City Administrator/Talent and Strategy Director

City Attorney

Director of Public Works

Finance Director

Fire Chief*

Health Commissioner/City Sealer

Police Chief*

Q	\$95,180.80	\$97,905.60	\$100,630.40	\$103,355.20	\$106,059.20	\$108,784.00	>	\$130,540.80
	\$3,660.80	\$3,765.60	\$3,870.40	\$3,975.20	\$4,079.20	\$4,184.00		\$5,020.80
	\$45.76	\$47.07	\$48.38	\$49.69	\$50.99	\$52.30		\$62.76

Assistant Fire Chief *^

City Engineer
Deputy Police Chief - Operations*^
Deputy Police Chief - Support Services*^
Director of Information Technology

Γ	Р	\$90,875.20	\$93,475.20	\$96,075.20	\$98,654.40	\$101,254.40	\$103,854.40	>	\$124,633.60
		\$3,495.20	\$3,595.20	\$3,695.20	\$3,794.40	\$3,894.40	\$3,994.40		\$4,793.60
		\$43.69	\$44.94	\$46.19	\$47.43	\$48.68	\$49.93		\$59.92

Director of Building Inspections & Neighborhood Services

Director of Communications

Library Director

Deputy City Attorney

0	\$86,548.80	\$89,024.00	\$91,478.40	\$93,953.60	\$96,428.80	\$98,904.00	>	\$118,684.80
	\$3,328.80	\$3,424.00	\$3,518.40	\$3,613.60	\$3,708.80	\$3,804.00		\$4,564.80
	\$41.61	\$42.80	\$43.98	\$45.17	\$46.36	\$47.55		\$57.06

Captain (Police)*^

L	N	\$82,222.40	\$84,572.80	\$86,923.20	\$89,273.60	\$91,624.00	\$93,974.40	>	\$112,777.60
		\$3,162.40	\$3,252.80	\$3,343.20	\$3,433.60	\$3,524.00	\$3,614.40		\$4,337.60
		\$39.53	\$40.66	\$41.79	\$42.92	\$44.05	\$45.18		\$54.22

Assistant Director of Public Works

Battalion Chief*^

City Assessor

City Treasurer

Deputy Finance Director

Deputy Fire Chief *^

Deputy Health Commissioner

Lieutenant (Police)*^

M	\$77,937.60	\$80,163.20	\$82,388.80	\$84,614.40	\$86,840.00	\$89,065.60	>	\$106,870.40
	\$2,997.60	\$3,083.20	\$3,168.80	\$3,254.40	\$3,340.00	\$3,425.60		\$4,110.40
	\$37.47	\$38.54	\$39.61	\$40.68	\$41.75	\$42.82		\$51.38

None

L	\$73,611.20	\$75,732.80	\$77,833.60	\$79,934.40	\$82,035.20	\$84,136.00	>	\$100,963.20
	\$2,831.20	\$2,912.80	\$2,993.60	\$3,074.40	\$3,155.20	\$3,236.00		\$3,883.20
	\$35.39	\$36.41	\$37.42	\$38.43	\$39.44	\$40.45		\$48.54

Deputy City Clerk

Economic Development Executive Director

Library Manager

Manager of Planning & Zoning

Network and Security Administrator

Principal Assistant City Attorney

Principal Engineer

Senior Center Director

WIC Program Director
* Annual Holiday Allowance Additional

[^] Compression Adjustment

CITY OF WEST ALLIS PAY PLAN - FLSA EXEMPT

K	\$69,284.80	\$71,260.80	\$73,236.80	\$75,233.60	\$77,209.60	\$79,185.60	>	\$95,014.40
	\$2,664.80	\$2,740.80	\$2,816.80	\$2,893.60	\$2,969.60	\$3,045.60		\$3,654.40
	\$33.31	\$34.26	\$35.21	\$36.17	\$37.12	\$38.07		\$45.68

Adult Services & Circulation Supervisor

Business Manager

Cataloging & Technical Processing Librarian

Community and Economic Development Coordinator

Community Engagement Coordinator

Electrical Maintenance Superintendent

Facilities Superintendent

Fleet Services Superintendent

Forestry & Grounds Superintendent

Municipal Court Administrator

Professional Engineer
Public Safety IT Supervisor

Safety & Training Coordinator

Sanitation & Streets Superintendent

Water Systems Superintendent

J	\$64,979.20	\$66,830.40	\$68,681.60	\$70,553.60	\$72,404.80	\$74,256.00	*	\$89,107.20
•	\$2,499.20	\$2,570.40	\$2,641.60	\$2,713.60	\$2,784.80	\$2,856.00		\$3,427.20
	\$31.24	\$32.13	\$33.02	\$33.92	\$34.81	\$35.70		\$42.84

Assistant City Attorney

Children Services Supervisor

Communications Manager

Communications Strategist

Community Development Senior Planner

Deputy Treasurer/Senior Accountant

Engineer & Professional Land Surveyor

Environmentalist Coordinator/Lead

Neighborhood Services Supervisor

Public Health Nurse Coordinator

Senior Accountant

Street & Sewer Supervisor

I	\$60,652.80	\$62,379.20	\$64,105.60	\$65,832.00	\$67,579.20	\$69,305.60	>	\$83,158.40
	\$2,332.80	\$2,399.20	\$2,465.60	\$2,532.00	\$2,599.20	\$2,665.60		\$3,198.40
	\$29.16	\$29.99	\$30.82	\$31.65	\$32.49	\$33.32		\$39.98

Civil Engineer

Customer Service Administrator

Customer Service Center Administrator

Database Administrator

Environmentalist HR Generalist

Lead Planner

Public Health Nurse

Public Health Specialist

Sanitation Supervisor Senior Buyer

Solutions Analyst

Zoning Administrator and City Process Liaison

Н	\$56,368.00	\$57,969.60	\$59,592.00	\$61,193.60	\$62,816.00	\$64,417.60	>	\$77,292.80
	\$2,168.00	\$2,229.60	\$2,292.00	\$2,353.60	\$2,416.00	\$2,477.60		\$2,972.80
	\$27.10	\$27.87	\$28.65	\$29.42	\$30.20	\$30.97		\$37.16

Community Health Education Coordinator

Housing Coordinator

Librarian

Office Supervisor

WIC Project Nutritionist

G	\$52,020.80	\$53,497.60	\$54,995.20	\$56,472.00	\$57,969.60	\$59,446.40	>	\$71,344.00
	\$2,000.80	\$2,057.60	\$2,115.20	\$2,172.00	\$2,229.60	\$2,286.40		\$2,744.00
	\$25.01	\$25.72	\$26.44	\$27.15	\$27.87	\$28.58		\$34.30

Accountant

BINS Office Services Supervisor

Communications Supervisor

Community Health Nutritionist

Economic Development Specialist

NON-RESIDENT

	87.5%	90.0%	92.5%	95.0%	97.5%	100.0%	High	120.0%
Grade	Minimum	Step 2	Step 3	Step 4	Step 5	Control Pt.	Performance	Maximum
	\$29.16	\$29.99	\$30.82	\$31.65	\$32.49	\$33.32	>	\$39.98

Commercial Construction Inspector

Electrical Mechanic**
Fleet Manager

GIS Analyst

Lead Electrical Mechanic **

Plumber **

Н	\$27.10	\$27.87	\$28.65	\$29.42	\$30.20	\$30.97	*	\$37.16

Building & Sign Lead Person

Business Process Analyst

Crime Analyst

Engineering Technician - IT Systems

Engineering Technician - Traffic & Utilities

Lead Arborist

Lead Equipment Mechanic

Lead Inventory Services Specialist

PC Network Specialist
Residential Construction Inspector

Victim Advocate

Water Lead Person

G	\$25.01	\$25.72	\$26.44	\$27.15	\$27.87	\$28.58	>	\$34.30

Boring Operator Building Maintenance Technician

Dental Hygienist

Engineering Technician

Graphic Design/Production Specialist

HVAC Technician

Planner

Tourism and Event Coordinator

	Hadesperson - Carpenter												
F	\$22.94	\$23.60	\$24.25	\$24.91	\$25.56	\$26.22	*	\$31.46					

Appraiser

Associate Planner

Equipment Mechanic

Equipment Operations Specialist

Housing Navigator
Lead Clerk Records Unit

Library Assistant Maintainer

Payroll Administrator

Pumping Station Operator Rehabilitation Specialist Senior Video Producer

^{**} Market Exception

CITY OF WEST ALLIS PAY PLAN - FLSA NON-EXEMPT NON-RESIDENT \$20.86 \$21.46 \$22.05 \$22.65 \$23.24 \$23.84 \$28.61

Accounting Specialist

Administrative Support Specialist

Administrative Support Specialist - Police Body Cameras

Arborist
Assistant Pumping Station Operator

Carpenter

Clerk/Election Specialist

Dispatcher-Trainer

Equipment Operator

Fleet Maintenance Technician

Human Resources Specialist

Lead Library Technician

Legal Secretary - Principal

Maintenance Repairer

Municipal Court Clerk

Neighborhood Services Inspector

Painter

PC Technician

Property Room Technician

Special Assessments Specialist

Truck Driver - Lead

D \$18.79 \$19.32 \$19.86 \$20.40 \$20.93 \$21.47 \$25.76

Administrative Support Assistant

Communications Assistant
Community Health Technician
Deputy Registrar
Dispatcher

Environmental Technician

Inventory Services Specialist

Legal Secretary - Senior

Sign Painter

Truck Driver

Utility Locate Technician

5	\$17.39	\$17.88	\$18.38	\$18.88	\$19.37	\$19.87	•	\$23.84

Circulation Services Representative

Custodian/Janitor

Laborer

Library Technician

Municipal Court Assistant

Park Attendant

Water Meter Technician

WIC Support Staff

В	\$16.11	\$16.57	\$17.03	\$17.49	\$17.95	\$18.41	•	\$22.09

Clerical Assistant

Parking Control Operator

Yard Attendant

Α	\$14.91	\$15.34	\$15.76	\$16.19	\$16.61	\$17.04	\	\$20.45

WIC Breastfeeding Peer Counselor

CITY OF WEST ALLIS PAY PLAN - FLSA EXEMPT

Common Council 6/1/2021 - Effective Upon Publication

RESIDENT

	87.5%	90.0%	92.5%	95.0%	97.5%	100.0%	High	120.0%
Grade	Minimum	Step 2	Step 3	Step 4	Step 5	Control Pt.	Performance	Maximum
-								
R	\$106,412.80	\$109,449.60	\$112,486.40	\$115,523.20	\$118,560.00	\$121,617.60	\	\$145,932.80
	\$4,092.80	\$4,209.60	\$4,326.40	\$4,443.20	\$4,560.00	\$4,677.60		\$5,612.80
	\$51.16	\$52.62	\$54.08	\$55.54	\$57.00	\$58.47		\$70.16

Assistant City Administrator/Talent and Strategy Director

City Attorney

Director of Public Works

Finance Director Fire Chief*

Health Commissioner/City Sealer

Police Chief*

ſ	Q	\$97,552.00	\$100,360.00	\$103,147.20	\$105,934.40	\$108,700.80	\$111,508.80	>	\$133,806.40
		\$3,752.00	\$3,860.00	\$3,967.20	\$4,074.40	\$4,180.80	\$4,288.80		\$5,146.40
		\$46.90	\$48.25	\$49.59	\$50.93	\$52.26	\$53.61		\$64.33

Assistant Fire Chief (EMS)*^

City Engineer
Deputy Police Chief - Operations*^
Deputy Police Chief - Support Services*^

Director of Information Technology

Γ	Р	\$93,142.40	\$95,804.80	\$98,467.20	\$101,129.60	\$103,792.00	\$106,454.40	>	\$127,753.60
		\$3,582.40	\$3,684.80	\$3,787.20	\$3,889.60	\$3,992.00	\$4,094.40		\$4,913.60
		\$44.78	\$46.06	\$47.34	\$48.62	\$49.90	\$51.18		\$61.42

Director of Building Inspections & Neighborhood Services

Director of Communications

Library Director

Deputy City Attorney

0	\$88,712.00	\$91,249.60	\$93,766.40	\$96,304.00	\$98,841.60	\$101,379.20	>	\$121,659.20
,	\$3,412.00	\$3,509.60	\$3,606.40	\$3,704.00	\$3,801.60	\$3,899.20		\$4,679.20
	\$42.65	\$43.87	\$45.08	\$46.30	\$47.52	\$48.74		\$58.49

Captain (Police)*^

N	\$84,281.60	\$86,694.40	\$89,086.40	\$91,499.20	\$93,912.00	\$96,324.80	>	\$115,606.40
	\$3,241.60	\$3,334.40	\$3,426.40	\$3,519.20	\$3,612.00	\$3,704.80		\$4,446.40
	\$40.52	\$41.68	\$42.83	\$43.99	\$45.15	\$46.31		\$55.58

Assistant Director of Public Works

Battalion Chief*^

City Assessor

City Treasurer

Deputy Finance Director

Deputy Fire Chief (Prevention/Urban Affairs)*^

Deputy Health Commissioner

Lieutenant (Police)*^

M	\$79,892.80	\$82,160.00	\$84,448.00	\$86,736.00	\$89,003.20	\$91,291.20	>	\$109,532.80
	\$3,072.80	\$3,160.00	\$3,248.00	\$3,336.00	\$3,423.20	\$3,511.20		\$4,212.80
	\$38.41	\$39.50	\$40.60	\$41.70	\$42.79	\$43.89		\$52.66

None

П	\$75,441.60	\$77,625.60	\$79,788.80	\$81,931.20	\$84,094.40	\$86,236.80	*	\$103,480.00
	\$2,901.60	\$2,985.60	\$3,068.80	\$3,151.20	\$3,234.40	\$3,316.80		\$3,980.00
	\$36.27	\$37.32	\$38.36	\$39.39	\$40.43	\$41.46		\$49.75

Economic Development Executive Director

Library Manager

Manager of Planning & Zoning

Network and Security Administrator Principal Assistant City Attorney

Principal Engineer

Senior Center Director

WIC Program Director
* Annual Holiday Allowance Additional

^ Compression Adjustment

	K	\$71,011.20	\$73,049.60	\$75,067.20	\$77,105.60	\$79,144.00	\$81,161.60	>	\$97,385.60
_		\$2,731.20	\$2,809.60	\$2,887.20	\$2,965.60	\$3,044.00	\$3,121.60		\$3,745.60
		\$34.14	\$35.12	\$36.09	\$37.07	\$38.05	\$39.02		\$46.82

Adult Services & Circulation Supervisor

Business Manager

Cataloging & Technical Processing Librarian

Community and Economic Development Coordinator

Community Engagement Coordinator

Electrical Maintenance Superintendent

Facilities Superintendent

Fleet Services Superintendent

Forestry & Grounds Superintendent

Municipal Court Administrator

Professional Engineer

Public Safety IT Supervisor

Safety & Training Coordinator

Sanitation & Streets Superintendent

Water Systems Superintendent

I	J	\$66,601.60	\$68,494.40	\$70,408.00	\$72,321.60	\$74,214.40	\$76,107.20	>	\$91,332.80
		\$2,561.60	\$2,634.40	\$2,708.00	\$2,781.60	\$2,854.40	\$2,927.20		\$3,512.80
		\$32.02	\$32.93	\$33.85	\$34.77	\$35.68	\$36.59		\$43.91

Assistant City Attorney

Children Services Supervisor

Communications Manager

Communications Strategist

Community Development Senior Planner

Deputy Treasurer/Senior Accountant

Engineer & Professional Land Surveyor

Environmentalist Coordinator/Lead Neighborhood Services Supervisor

Public Health Nurse Coordinator

Senior Accountant

Street & Sewer Supervisor

\$62,171.20	\$63,939.20	\$65,707.20	\$67,475.20	\$69,264.00	\$71,032.00	>	\$85,238.40
\$2,391.20	\$2,459.20	\$2,527.20	\$2,595.20	\$2,664.00	\$2,732.00		\$3,278.40
\$29.89	\$30.74	\$31.59	\$32.44	\$33.30	\$34.15		\$40.98

Civil Engineer

Customer Service Administrator

Customer Service Center Administrator

Database Administrator

Environmentalist

HR Generalist Lead Planner

Public Health Nurse

Public Health Specialist

Sanitation Supervisor

Senior Buyer

Solutions Analyst

Zoning Administrator and City Process Liaison

Н	\$57,782.40	\$59,425.60	\$61,089.60	\$62,732.80	\$64,396.80	\$66,019.20	>	\$79,227.20
	\$2,222.40	\$2,285.60	\$2,349.60	\$2,412.80	\$2,476.80	\$2,539.20		\$3,047.20
	\$27.78	\$28.57	\$29.37	\$30.16	\$30.96	\$31.74		\$38.09

Community Health Education Coordinator

Housing Coordinator

Librarian

Office Supervisor

WIC Project Nutritionist

G	\$53,331.20	\$54,828.80	\$56,368.00	\$57,886.40	\$59,425.60	\$60,923.20	>	\$73,132.80
	\$2,051.20	\$2,108.80	\$2,168.00	\$2,226.40	\$2,285.60	\$2,343.20		\$2,812.80
	\$25.64	\$26.36	\$27.10	\$27.83	\$28.57	\$29.29		\$35.16

Accountant

BINS Office Services Supervisor

Communications Supervisor

Community Health Nutritionist

Economic Development Specialist

CITY OF WEST ALLIS PAY PLAN - FLSA NON-EXEMPT

	87.5%	90.0%	92.5%	95.0%	97.5%	100.0%	High	120.0%
Grade	Minimum	Step 2	Step 3	Step 4	Step 5	Control Pt.	Performance	Maximum
	\$29.89	\$30.74	\$31.59	\$32.44	\$33.30	\$34.15	\	\$40.98

Commercial Construction Inspector

Electrical Mechanic**
Fleet Manager
GIS Analyst
Lead Electrical Mechanic **

Plumber

H	\$27.78	\$28.57	\$29.37	\$30.16	\$30.96	\$31.74	\	\$38.09

Building & Sign Lead Person

Business Process Analyst

Crime Analyst

Engineering Technician - IT Systems
Engineering Technician - Traffic & Utilities

Lead Arborist

Lead Equipment Mechanic

Lead Inventory Services Specialist

PC Network Specialist
Residential Construction Inspector

Victim Advocate

Water Lead Person

	I	G	\$25.64	\$26.36	\$27.10	\$27.83	\$28.57	\$29.29	>	\$35.16
--	---	---	---------	---------	---------	---------	---------	---------	---	---------

Boring Operator Building Maintenance Technician

Dental Hygienist

Engineering Technician

Graphic Design/Production Specialist

HVAC Technician

Tourism and Event Coordinator

	Tradesperson - Carpenter							
F	\$23.51	\$24.19	\$24.86	\$25.53	\$26.20	\$26.88	\	\$32.25

Appraiser

Associate Planner

Equipment Mechanic

Equipment Operations Specialist

Housing Navigator
Lead Clerk Records Unit

Library Assistant Maintainer

Payroll Administrator

Pumping Station Operator Rehabilitation Specialist Senior Video Producer

^{**} Market Exception

Accounting Specialist

Administrative Support Specialist

Administrative Support Specialist - Police Body Cameras

Arborist
Assistant Pumping Station Operator

Carpenter

Clerk/Election Specialist

Dispatcher-Trainer

Equipment Operator

Fleet Maintenance Technician

Human Resources Specialist

Lead Library Technician

Legal Secretary - Principal

Maintenance Repairer

Municipal Court Clerk

Neighborhood Services Inspector

Painter

PC Technician

Property Room Technician

Special Assessments Specialist

Truck Driver - Lead

O	\$19.26	\$19.80	\$20.36	\$20.91	\$21.45	\$22.01	\	\$26.40

Administrative Support Assistant Communications Assistant Community Health Technician Deputy Registrar

Dispatcher

Environmental Technician

Inventory Services Specialist

Legal Secretary - Senior

Sign Painter

Truck Driver

Utility Locate Technician

С	\$17.82	\$18.33	\$18.84	\$19.35	\$19.85	\$20.37	*	\$24.44

Circulation Services Representative

Custodian/Janitor

Laborer

Library Technician Municipal Court Assistant

Park Attendant

Water Meter Technician

WIC Support Staff

В	\$16.51	\$16.98	\$17.46	\$17.93	\$18.40	\$18.87	\$22.64
	Clerical Assistant						
	Parking Control Operator						

Yard Attendant \$15.28 \$15.72 \$16.15 \$16.59 \$17.03 \$17.47 \$20.96

WIC Breastfeeding Peer Counselor

CITY OF WEST ALLIS ORDINANCE O-2021-0043

ORDINANCE TO REPEAL TRANSIENT PHOTOGRAPHER LICENSE

REPEALING SECTION 9.19

WHEREAS, Wis. Stat. 66.0408(3) states that any municipal licensing requirement on the profession of photographer does not apply and may not be enforced;

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

SECTION 1: REPEAL "9.19 Transient Photographers" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

9.19 Transient Photographers (Repealed)

- 1. License Required. No person shall engage in or follow the business or occupation of a transient photographer within the City without having first obtained a local license authorizing him to carry on such business within the City.
- 2. Application. The applicant shall file, with the City Clerk, the receipt of the City Treasurer, showing the payment for the times he desires such license, and he shall at the same time file with the City Clerk, in writing, the length of time he proposes to engage in the business of a transient photographer, the location of his business and the means by which he proposes to carry on such business within the City.
- 3. License Fees. The applicant shall pay to the City Treasurer a license fee of ten dollars (\$10.) for himself and ten dollars (\$10.) for each and every assistant in his employ for each and every day he proposes to carry on such business.
- 4. Issuance of License. Upon payment of the license fee, the City Clerk shall issue a local license according to the terms of the application. The license shall be signed by the Clerk and countersigned by the Mayor; and, every such license shall authorize the person receiving the same to carry on the business of a transient photographer within the City, for the length of time and in the manner set forth in the application and license.
- 5. Mayor May Require Bond. Whenever the Mayor shall believe any person to be a transient photographer doing business as such and doing other things in connection with the work and occupation of a photographer and if such person declares it to be his intention to become a permanent photographer in said City, said officers of said City may require said person or persons as a condition of transacting business in said City without the payment of a license fee to said City, to give a bond to said City to secure the payment of said local license in the event that he fails to become a

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permanent photographer, in a penal sum of five hundred dollars (\$500), with sureties to be approved by the City Clerk according to the provisions of the Wisconsin Statutes.

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL AYE NAY ABSENT **ABSTAIN** Ald. Angelito Tenorio Ald. Vince Vitale Ald. Tracy Stefanski Ald. Marty Weigel Ald. Suzzette Grisham Ald. Danna Kuehn Ald. Thomas Lajsic Ald. Dan Roadt Ald. Rosalie Reinke Ald. Kevin Haass Attest Presiding Officer Rebecca Grill, City Clerk, City Of Dan Devine, Mayor City Of West West Allis Allis

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CITY OF WEST ALLIS RESOLUTION R-2021-0345

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH PARTNER2LEARN FOR FACILITATION OF AN UPDATED CITY OF WEST ALLIS STRATEGIC PLAN

WHEREAS, the Common Council of the City of West Allis (the "City") passed Resolution R-2017-0003 adopting the 2017-2021 City of West Allis Strategic Plan; and,

WHEREAS, it is necessary to review the Strategic Plan goals and activities and update to reflect current priorities to establish goals, priorities, objectives, and strategies to meet the needs of the community in an ever more challenging fiscal environment; and,

WHEREAS, the Strategic Plan update will include members from the 2017-2021 Strategic Plan Steering Committee or the current incumbents of the position, elected officials, and information collected through the 2019 Citizen Survey; and,

WHEREAS, the City Administrator recommends that the City enter a contract with Partner2Learn to for facilitation of an updated City of West Allis Strategic Plan; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the City Administrator is authorized to enter a contract with Parner2Learn for an amount not to exceed \$18,000.

BE IT FURTHER RESOLVED that the funding will be charged to Account Number 100-8813-517.30-04.

SECTION 1: <u>ADOPTION</u> "R-2021-0345" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0345(*Added*)

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	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of	_	Dan De	vine, Mayor City	Of West
West Allis		Allis		

RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST ALLIS ("CITY") AND THE WISCONSIN STATE FAIR PARK BOARD ("BOARD") FOR FIRST AID, FIRST RESPONSE, AND EMERGENCY TRANSPORT FOR THE 2021 STATE FAIR SEASONS

WHEREAS, the City, through the West Allis Fire Department, has submitted to the Board a plan to provide emergency medical services for the Wisconsin State Fair during the 2019 and 2020 seasons; and

WHEREAS, the State Fair Park Board finds that the intergovernmental procurement of emergency medical services from the City during the Wisconsin State Fair is favorable to the State and all participants in the Wisconsin State Fair; and

WHEREAS, the City finds that providing emergency medical services through this Agreement during the Wisconsin State Fair is favorable for the City and all participants in the Wisconsin State Fair.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Mayor is authorized to enter into the attached contract with the Wisconsin State Fair Park Board to obligate the City to provide emergency medical services for the 2021 Wisconsin State Fair under the terms and conditions described in the attached contract.

SECTION 1: <u>ADOPTION</u> "R-2021-0335" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0335(*Added*)

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of	_	Dan De	vine, Mayor City	Of West
West Allis		Allis		

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT to provide emergency medical services ("Agreement") is entered into under Wis. Stat. § 66.0301 by and between the City of West Allis, Wisconsin (the "City"), a municipal corporation, and the Wisconsin State Fair Park Board, West Allis, Wisconsin (the "Board"), a state agency created under Wis. Stat. § 15.445(4).

RECITALS

WHEREAS, the City, through the West Allis Fire Department ("WAFD"), has submitted to the Board a plan to provide emergency medical services for the Wisconsin State Fair during the 2021 State Fair; and

WHEREAS, the Board finds that the intergovernmental procurement of emergency medical services from the City during the Wisconsin State Fair is favorable to the State and all participants in the Wisconsin State Fair; and

WHEREAS, the City finds that providing emergency medical services through this Agreement during the Wisconsin State Fair is favorable for the City and all participants in the Wisconsin State Fair; and

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree to the terms and conditions set forth below.

- 1. **TERM**. The provisions of this Agreement shall apply for the 2021 Wisconsin State Fair held at the Wisconsin State Fair Park ("WSFP"), currently scheduled for August 5 to August 15, 2021
- 2. **PAYMENT**. The Board shall remit to the City an annual payment of One Hundred and Twenty Five Thousand Dollars (\$125,000) for the furnishing of equipment, materials, and services described herein. Each payment shall be made in full no later than November 30 of the year in which the services were provided by submitting such timely payment to the City treasurer.
- 3. SERVICES PROVIDED BY CITY. The City shall provide emergency medical services, as described in this section, between 9:00 AM and 12:00 AM for the eleven (11) days of the 2021 Wisconsin State Fair. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management ("OEM") personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:
 - a. Operations/Dispatch. One WAFD personnel with a rank of lieutenant or higher shall be dedicated as operations/dispatch.
 - b. First Aid/Triage. One personnel shall be dedicated as First Aid/Triage
 - c. **First Response**. Two to six personnel shall be dedicated as basic life support first response within WSFP, the actual number of which shall be determined at the discretion of the Operations/Dispatch personnel.
 - d. **Basic Life Support Transport**. Two to Four personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP. The actual number of which shall be determined at the discretion of the Operations/Dispatch personnel.
- 4. OPERATIONS/DISPATCH STAFFING DECISIONS. The operations/dispatch personnel shall determine, within the range provided above, the number of first response personnel and basic life support transport personnel necessary to properly staff the Wisconsin State Fair. The operations/dispatch personnel may exercise discretion to increase or decrease first response and/or basic life support transport personnel based on the current or anticipated future demand for such services at WSFP.
- 5. MATERIALS AND EQUIPMENT PROVIDED BY CITY. The City shall provide materials and equipment to support emergency medical services operations, as described in this Agreement, for the dates and times outlined in sections 1. and 3. Unless otherwise specified below, the City may utilize materials and equipment owned by WAFD, OEM, or any other governmental agency that can provide such materials or equipment. The equipment provided by the City shall be:

- a. **First Response Vehicle**. One to three ATV style ambulance vehicles shall be properly staffed and equipped to function as needed for basic life support.
- b. **Ambulance**. One to two transporting ambulance vehicles shall be properly staffed and equipped to function for basic life support transport.
- c. **Necessary Items**. Any and all items necessary for performing operations/dispatch, first aid/triage, first response, and basic life support transport and not provided by the Board under Section 6.
- 6. **ITEMS PROVIDED BY BOARD**. The Board shall provide items to support emergency medical services operations, as described in this Agreement, for the dates and times outlined in sections 1. and 3. The items provided by the Board have a value of \$28,725. The items provided by the Board shall be:
 - a. **First Aid Trailer, Tent, and Accessories**. One first aid station trailer, a sufficient parking space within the park for the trailer, a tent large enough to protect the required first response vehicles from the weather, a phone line, a 60-amp electrical service connection, water supply, and an ADA ramp and signage bearing appropriate branding inclusion.
 - b. **Interior Parking Spaces**. Two parking spaces within the park measuring at least 16' for ambulances, one parking space measuring at least 32' for a fire truck.
 - c. **Parking Permits**. Eight Lot Z permits for vehicles under 16' for staff personal vehicles, four Auxiliary Vehicle permits for ATV/Mini-Ambulances.
 - d. Admission Credentials. Fifteen park admission credentials for staff.
- 7. **ENTIRE AGREEMENT; AMENDMENTS**. This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. The Crowd and Traffic Control Services Agreement, and Fire Prevention and Inspection Agreement entered into by the parties under Wis. Stat. § 42.12 are separate and distinct agreements and not superseded by this Agreement. Each party acknowledges that the other party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the party or parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.
- 8. **COUNTERPARTS**. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 9. **SIGNATORIES AUTHORIZED**. The Common Council of the City and the State Fair Park Board have authorized the execution of this Agreement between the parties by their respective signatories.

IN WITNESS WHEREOF, the City and the Board have executed this Agreement.

CITY OF WEST ALLIS	WISCONSIN STATE FAIR PARK BOARD
Ву:	Ву:
Title: Mayor	Title: CEO, Wisconsin State Fair
Date:	Date:

RESOLUTION RELATIVE TO THE 2021-2023 CROWD AND TRAFFIC CONTROL AGREEMENT OF THE WISCONSIN STATE FAIR PARK BOARD AND THE CITY OF WEST ALLIS.

WHEREAS, Section 277 of 1991 Wisconsin Act 269 created a crowd and traffic control services grant program for the City under Wis. Stat. §42.12; and

WHEREAS, , it is in the best interest of both the City and Wisconsin State Fair Park Board to enter into this agreement; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached 2021-2023 Crowd and Traffic Control Agreement be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized execute and deliver the aforesaid contract on behalf of the City.

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 transactions contemplated therein.

SECTION 1: <u>ADOPTION</u> "R-2021-0124" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0124(*Added*)

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of	_	Dan De	vine, Mayor City	Of West
West Allis		Allis		

RESOLUTION REQUIRING THE REPAIR OF AN AT-GRADE CROSSING

WHEREAS, the following roads:

- 1. W. Electric Avenue, U.S. DOT Crossing No. 177231Y at milepost 85.400 of the Milwaukee Subdivision at West Allis, Wisconsin.
- 2. W. Greenfield Avenue, U.S. DOT Crossing No. 177242L at milepost 86.868 of the Milwaukee Subdivision at West Allis, Wisconsin.
- 3. W. Beloit Road, U.S. DOT Crossing No. 177237P at milepost 86.020 of the Milwaukee Subdivision at West Allis, Wisconsin.
- 4. S. 68th Street, U.S. DOT Crossing No. 177243T at milepost 86.480 of the Milwaukee Subdivision at West Allis, Wisconsin.
- all public streets in the City of West Allis cross the tracks of the Union Pacific Railroad atgrade, and

WHEREAS, section 86.12 of the Wisconsin statutes requires railroads to maintain public at-grade crossings in good condition and repair for public travel; and

WHEREAS, the above named road crossings are not in good condition and repair for public travel with deteriorated prefabricated concrete panels with exposed holes and exposed reinforcing steel and with movement occurring in the panels when vehicles drive over them and with unsafe conditions for pedestrians crossing the tracks; and

WHEREAS, The City of West Allis previously served a copy of resolution R-2019-0406 which was adopted by the Common Council of the City of West Allis on June 18, 2019 upon the Union Pacific Railroad requiring the railroad to repair the rail-highway crossing roads listed above with the tracks of the Union Pacific Railroad in the City of West Allis, Milwaukee County; and

WHEREAS, the Union Pacific Railroad initially agreed to reconstruct the above listed rail-highway crossing roads as part of their 2020 Capital Improvement Program which was later delayed to 2021; and

WHEREAS, the Union Pacific Railroad failed to maintain the above listed rail-highway crossings in a safe and reasonable condition since July 2019 while the reconstruction projects were delayed which has caused vehicle damage and resident complaints; and

WHEREAS, the Union Pacific Railroad registered agent was served more than 30 days ago and the railroad is no longer replying to City requests for maintenance, the City has an obligation to public to file a formal complaint with the Office of the Commissioner of Railroads.

Page 1

NOW THEREFORE, BE IT FURTHER RESOLVED, the Common Council of the City of West Allis hereby directs the West Allis City Engineer to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order for the repair of the rail-highway crossing of the above named roads with the tracks of the Union Pacific Railroad in the City of West Allis, Milwaukee County.

SECTION 1: <u>ADOPTION</u> "R-2021-0328" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0328(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of West Allis	_	Dan De Allis	vine, Mayor City	Of West

RESOLUTION ACCEPTING WORK OF GREEN BAY PIPE & TV, LLC FOR CLOSED CIRCUIT TV INSPECTION OF SANITARY AND STORM SEWERS IN VARIOUS LOCATIONS AND AUTHORIZING SETTLEMENT OF SAID CONTRACT IN ACCORDANCE WITH CONTRACT TERMS FOR FINAL PAYMENT OF 2020 PROJECT NO. 9 IN THE AMOUNT OF \$250

WHEREAS, Green Bay Pipe & TV, LLC has completed their contractual obligations in accordance with the plans and specifications therefore, attested by the approval for payment by the City Engineer.

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

Green Bay Pipe & TV, LLC - 2020 Project No. 9

for closed circuit TV inspection of sanitary and storm sewers in:

Various Locations within the City of West Allis

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

SECTION 1: <u>ADOPTION</u> "R-2021-0329" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2021-0329 (Non-existent)

AFTER ADOPTION

R-2021-0329(*Added*)

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of		Dan De	vine, Mayor City	Of West
West Allis		Allis		

RESOLUTION APPROVING AMENDMENT #2 TO THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN SIX POINTS WEST ALLIS APARTMENTS, LLC AND THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS RELATIVE TO THE DEVELOPMENT FINANCE AGREEMENT (NORTH OF NATIONAL AVENUE "NONA")

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") entered into a Development Agreement (the "Agreement") with Six Points West Allis Apartments, LLC, dated May 1, 2018, for the development of a 177-unit apartment building located on the northwest side of W. National Ave. and Six Points Crossing (the "Property"); and,

WHEREAS, the Property has reached construction completion and Six Points West Allis Apartments, LLC ("Developer") has obtained permanent financing; and,

WHEREAS, per the Agreement, the Authority was an investor to help advance the redevelopment and to fill a financial gap at the time of Construction; and,

WHEREAS, the terms of the Agreement specifically provide conditions for the Developer to provide repayments of the CDA's investment as well as the distribution of construction savings between the Authority and the Developer; and,

WHEREAS, the Authority, on May 31, 2016 by Resolution No. 1179, authorized the sale of the Property to Mandel Group Properties, LLC and the Common Council, on August 1, 2017 by Resolution No. R-2017-0213, approved an Option to Purchase from Mandel Group Properties, LLC, and on November 11, 2017 by Resolution No. R-2017-0243, approved an amended version to the Purchase and Sale Agreement; and,

WHEREAS, the Authority, on February 9, 2021 by Resolution No. 1378, approved the amendment and acceptance of the payment terms; and,

WHEREAS, the terms of the Agreement specifically provide conditions for the Developer to provide repayments of the CDA's investment as well as the distribution of construction savings between the Authority and the Developer; and,

WHEREAS, the Developer and Authority agree to the following changes to the Agreement:

- 1. Accepting of a \$1.54 million loan repayment to the Authority
- 2. Accepting the construction savings calculation payment of approximately \$665,656. This payment may be made in 2 parts, with the majority of the payment coming up front and the 2nd payment upon the Developer receiving WDNR Closure of the site.
- 3. On the repayment of the \$2.5 million loan from the Authority, the Developer proposes the following:
- a. Pay the Authority \$1.5 million today as a principal payment on the \$2.5 million sub participating debt.
- b. Developer will continue to pay interest on the unpaid portion of the sub participating debt (\$1.0 million).
- c. At reversion, in ten (10) years, the Authority receives the first \$1,000,000 if/after the investors achieve a 15% IRR. After the first \$1,000,000, the Authority and Developer will share 60/40 in favor of the Developer in remaining proceeds with the Authority's participation being capped at \$500,000. Upon receipt of the \$500,000, the CDA would be fully paid on the \$2.5 million sub participating debt plus the additional \$500,000 noted in the previous line.

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

The approval of the attached Amended Development Agreement between the City of West Allis and the Developer (Six Points West Allis Apartments, LLC.) for development activities within the Farmers Market/Six Points redevelopment area;

BE IT FURTHER RESOLVED that the Executive Director of Economic Development, with the approval of the City Attorney, or their designees, are hereby authorized and directed to take any and all other actions necessary to effectuate the intent of the Development Agreement on behalf of the City of West Allis;

BE IT FURTHER RESOLVED that the Executive Director of Economic Development, with the approval of the City Attorney, or their designees, are hereby authorized to make such nonsubstantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein;

BE IT FURTHER RESOLVED that approval of the attached Amended Development Agreement supersedes only the amended sections on the document. All previously executed terms and conditions not referenced in this amendment remain in place;

BE IT FURTHER RESOLVED, that the Executive Director, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid amendment #2 to the Purchase and Sale Agreement and Development Agreement on behalf of the Community Development Authority of the City of West Allis.

cc: Economic Development Program Finance Department City Attorney

DEV-R-1060-6-1-21

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	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of West Allis	_	Dan De Allis	vine, Mayor City	Of West

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June 1, 2021

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

Dear Mayor Devine and Members of the Common Council:

The Mandel Group completed The West Living, a 177-unit multi-family residential development located at 6620 W. National Avenue in the summer of 2020 and some key indicators have allowed for the project to be a success.

- 1. Record speed of lease up for Mandel Group at nearly 30 leases/month on average.
- 2. Rents came in at the projected number, which was ambitious \$1.50/SF (prior to this project the City's highest was approximately \$1.25/SF). The lease rate has quickly risen and Mandel Group is now seeking nearly \$169/SF at The West.
- 3. This record fast stabilization allowed for The West to go from construction financing to permanent financing almost 1 year prior to projected and at a 2.85% interest rate (projected a 5.5% interest rate)

In order to catalyze this development, the CDA has agreed to assist up front on the project with a \$1.5 million loan and a \$2.5 million participating loan, both funded through the New Market Tax Credits Entity, FIRE. The successful and timely completion of the project has allowed the CDA to be repaid on the loan of \$1.5 million, in full, nearly 1-year ahead of projections, including accrued interest of approximately \$40,000.

The proposed amendment to the existing agreement between the CDA, City and Mandel Group, which was approved by the CDA on February 9, 2021, reflects the parties desire to amend the Financing Agreement to modify the terms relating to the Participating Loan of \$2.5 million and the Contingent Payment (as such terms defined in the Financing Agreement). The terms of the amendment are favorable to the CDA and City as the proposed amendment has Mandel Group making a payment of \$1.5 million upon approval of this amendment, in place of the \$1 million currently agreed upon. Additionally, the CDA could receive up to \$1 million in 2028 from Mandel Group, if the project remains successful and an additional \$500,000 contingent upon a certain, defined level of success noted in the amendment. Mandel Group will also continue to make interest payments on the outstanding \$1 million loan until 2028.

Additionally, this agreement allows the City to receive a \$665,656 Construction Savings Payment from the Mandel Group. This Construction Savings Payment was a condition required by the CDA for participating on the front end of the project. If the developer saved money on the project, the CDA expected to be a part of those savings, and this payment reflects that savings participation.

The success of The West has helped form the plans for the next phase of the development, South of National Avenue (SoNa) and the potential use of the proceeds received from the success at The West could be utilized as a funding source for the next phase of the SoNa development.

Sincerely, Show Muse

Shaun Mueller

Development Project Manager

SECOND AMENDMENT TO DEVELOPMENT FINANCING AGREEMENT

(Apartment Parcel)

This Second Amendment to Development Financing Agreement (this "<u>Amendment</u>") is dated as of the __ day of June, 2021 (the "<u>Effective Date</u>"), by the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (the "<u>Authority</u>"), the City of West Allis, Wisconsin ("<u>City</u>") and Six Points West Allis Apartments II LLC, a Wisconsin limited liability company, its successors and/or assigns ("<u>Developer</u>").

RECITALS:

- A. The Authority, City and Developer entered into that certain Development Financing Agreement as of March 29, 2019 (the "Financing Agreement"), being the same date that the Authority conveyed the Apartment Parcel (as defined in the Financing Agreement) to the Developer, and pursuant to which the Authority and City agreed to provide to the Developer certain financing, including tax incremental financing and certain loans, all as more particularly set forth in the Financing Agreement.
- B. The Project has been completed and the CDA Loan (as defined in the Financing Agreement) has been paid in full.
- C. The parties desire to amend the Financing Agreement to modify the terms relating to the Participating Loan and the Contingent Payment (as such terms defined in the Financing Agreement) as more particularly set forth herein.
- **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained herein and in the Financing Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:
- 1. <u>Definitions</u>. Unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Financing Agreement.
- 2. <u>CDA Loan</u>. The CDA Loan has been paid in full and the parties hereby agree and confirm that the CDA Note and MGI CDA Guaranty have been cancelled and/or released and are of no further force or effect.
- 3. <u>Project Completion</u>. The parties hereby agree and confirm that (i) the Project has been completed in accordance with the terms of that certain Development Agreement, dated the same date as the Financing Agreement, by and between Developer and the Authority (the "<u>Development Agreement</u>"), (ii) certificates of occupancy have been issued for all of the residential buildings, (iii) the Guaranty of Completion has been cancelled and released and is of no further force or effect, and (iv) the Certificate of Completion referenced in the Development Agreement has been or will be recorded as to the Project on or before the Effective Date.

- 4. Participating Loan. Within 7 days after the Effective Date, Developer will pay to the Authority \$1,500,000 by wire transfer to an account designated by the Authority towards payment of the outstanding principal balance of the Participating Loan and, upon such payment, the outstanding principal balance of the Participating Loan shall be \$1,000,000. The terms of the Financing Agreement as to the Participating Loan remain in full force and effect, including the obligation to pay interest on the outstanding principal balance and, under certain circumstances, upon a Sale or a Cash Out Refinancing of the Project to pay the then outstanding principal balance of the Participating Loan.
- 5. <u>Amendment: Contingent Payment</u>. Effective as of the Effective Date, Section 9 of the Financing Agreement is hereby amended as follows:
 - A. <u>CDA Residual</u>. The Financing Agreement is hereby amended to increase the amount of the CDA Residual to \$1,000,000 and specifically by deleting the reference to "\$750,000" in Section 9.b.i of the Financing Agreement and replacing it with "\$1,000,000." Developer, at its sole option, may elect to prepay the CDA Residual at any time, in whole or in part, and upon such prepayment, Developer's obligations with respect to the CDA Residual shall terminate in their entirety.
 - B. <u>Contingent Payment</u>. The Financing Agreement is hereby amended to reduce the percentage of the Contingent Payment from 50% to 40% and to cap the amount of the Contingent Payment at \$500,000 and specifically by deleting the following clause: "50% of the remaining proceeds after the payment of the CDA Residual shall be paid to the Authority (the "<u>Contingent Payment</u>")'in Section 9.b.ii. of the Financing Agreement and replacing it with "40% of the remaining proceeds after the payment of the CDA Residual shall be paid to the Authority up to, but not to exceed, an amount equal to \$500,000 (the "<u>Contingent Payment</u>")." Developer, at its sole option, may elect to prepay the Contingent Payment provided such prepayment shall be in the maximum amount of \$500,000 and upon such prepayment, Developer's obligations with respect to the Contingent Payment shall terminate in their entirety.
- 6. <u>Financing Agreement</u>. Except as otherwise expressly modified in this Amendment, the terms and conditions of the Financing Agreement are and shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of the Financing Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.
- 7. Execution. This Amendment may be executed in any number of counterparts, all of which together shall be deemed to constitute one instrument, and each of which shall be deemed an original. This Amendment may be executed by facsimile or scanned signatures, and each party agrees that after execution by facsimile or scanned signatures, upon request of any party, each party shall deliver to the other party an executed original of this Amendment; however, notwithstanding the foregoing, facsimile or scanned signatures shall be deemed to be originals and effective as of the date of delivery, regardless whether signed originals are thereafter executed.

8. <u>Binding Effect</u>. The terms and conditions of this Amendment shall be binding upon and benefit the parties and their respective successors and assigns.

[Signatures appear on the following pages]

AGREED TO BY AND BETWEEN the Developer, the Authority, and the City on the date first set forth above.

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

Dated:	-	Ву	Patrick Schloss, Executive Director
		CITY	OF WEST ALLIS
Dated:	-	Ву	Dan Devine, Mayor
Dated:	-	Ву	Rebecca Grill, City Administrator/Clerk
APPROVED AS TO FORM			
this day of	, 2021.		
City Attorney		_	

COMPTROLLER'S CERTIFICATE	
	021, and I certify that the necessary funds have been incurred by the City of West Allis under this
Jason Kaczmarek Finance Director	
This instrument was drafted by and upon Recording, return to: Kail Decker, City Attorney	
	SIX POINTS WEST ALLIS APARTMENTS II LLC By: Mandel/Six Points West Apartments LLC
Dated:	By
	Name
	Title

Signature page to Second Amendment to Development Financing Agreement

RESOLUTION TO APPROVE BID OF GREEN BAY PIPE & TV, LLC FOR THE CLOSED CIRCUIT TV INSPECTION OF SANITARY AND STORM SEWERS AT VARIOUS LOCATIONS IN THE AMOUNT OF \$79.003

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Green Bay Pipe & TV, LLC for 2021 Project No. 11 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Green Bay Pipe & TV, LLC for 2021 Project No. 11 for the closed circuit TV inspection of sanitary and storm sewers at various locations for the sum of Seventy-Nine Thousand Three and 00/100 dollars (\$79,003.00) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Sanitary Sewer Funds and Storm Water Management Funds.

SECTION 1: <u>ADOPTION</u> "R-2021-0336" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0336(*Added*)

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of West Allis	_	Dan Devine, Mayor City Of West Allis		

RESOLUTION TO APPROVE BID OF ZIGNEGO COMPANY, INC. FOR THE ASPHALT RESURFACING IN W. WASHINGTON ST. FROM S. 112TH ST. TO S. 108TH ST., S. 90TH ST. FROM W. ARTHUR PL. TO S. 89TH ST. AND S. 75TH ST. FROM W. NATIONAL AVE. TO THE UNION PACIFIC RAILROAD IN THE AMOUNT OF \$547,580.55

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Zignego Company, Inc. for 2021 Project No. 7 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Zignego Company, Inc for 2021 Project No.7 for the asphalt resurfacing of the pavement including the cracking and seating of the pavement, pavement milling, with miscellaneous driveway and sidewalk repair, pavement marking and utility adjustments in:

West Washington Street from South 112th Street to South 108th Street South 90th Street from West Arthur Place to South 89th Street South 75th Street from West National Avenue to the Union Pacific Railroad

(PLAN FILE NOS. SP-1265, SP-1266, SP-1267, X-913, X-914, X-915)

for the sum of Five Hundred Forty-Seven Thousand, Five Hundred Eighty & 55/100 dollars (\$547,580.55) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Sanitary Sewer Funds, Storm Water Management Funds, Water Utility Funds, Bond Funds and Funds from Special Assessments.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of West Allis	_	Dan De Allis	vine, Mayor City	Of West

RESOLUTION TO AMEND POLICY # 1115 TO CREATE SPONSORSHIP PREFERENCE FOR WEST ALLIS ENTITIES

NOW THEREFORE, be resolved by the Common Council of the City Of West Allis as follows:

SECTION 1: <u>AMENDMENT</u> "1115 City Sponsorship Policy" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1115 City Sponsorship Policy

- 1. PURPOSE The purpose of this sponsorship policy is to set forth guidelines and criteria that determine the circumstances under which the City of West Allis may:
 - a. Sponsor an entity's event or activity while providing funds, services, or other consideration.
 - b. Accept funds, services, or other consideration from another entity that wishes to sponsor a city event or activity.
- ORGANIZATIONS AND PERSONS AFFECTED This policy applies to all City of West Allis departments, boards, commissions, and to the general public and business community.
- 3. POLICY It is the policy of the City of West Allis to establish standards and follow a uniform procedure for sponsorship of city events and activities and for city-sponsored events and activities.

4. CLASSIFICATION OF EVENTS

- a. City Event/Activity An event or activity that is created, planned, and implemented by city officers and employees on behalf of the City. Consistent with this policy, other entities may sponsor city events or activities by providing funding, services, or other consideration to assist the City in carrying on the event or activity.
- b. City-Sponsored Event/Activity An event or activity that is created, planned, and implemented by an entity other than the City. Consistent with this policy, the City may sponsor an event or activity by joining the entity's cause and providing funding, services, or other consideration to assist the entity in carrying on the event or activity.

5. CRITERIA FOR SPONSORSHIP

a. City Events and Activities The Events Committee shall review an entity's purpose and mission to determine whether to accept funds, services, or other consideration from another entity in exchange for sponsorship of the City

event or activity.

- i. Sponsor Eligibility
 - (1) The entity's mission and purpose are not incompatible with the City's Strategic Goals.
 - (2) The entity's logo, reputation, or brand does not reflect negatively on the City.
 - (3) The entity gives to the City editorial control of the content of any communication to the public related to the entity's sponsorship of the City event or activity.

ii. Application Process

(1) The Events Committee may solicit potential sponsors for City events or activities and accept offers of sponsorship from entities that wish to sponsor a City event or activity. If the Events Committee solicits potential sponsors, the Events Committee shall first solicit entities located in West Allis.

iii. Selection Procedure

- (1) The Events Committee may consider any entity that is eligible for sponsorship of a City event or activity. The Events

 Committee shall first consider entities located in West Allis before considering entities located outside of West Allis.
- (2) The Events Committee may select a sponsor for a City event or activity based on the following factors:
 - (A) The significance of the entity to the West Allis community.
 - (B) The value of the funding, services, or other consideration received by the City.
 - (C) The terms under which the entity is willing to sponsor a City event or activity.
 - (D) Any other relevant factor.
- (3) Upon selecting a sponsor, the Events Committee shall create the terms of the sponsorship and provide a recommendation to the Common Council that the City accept the entity's sponsorship under the terms presented. If the Events

 Committee selects a sponsor located outside of West Allis, the Events Committee shall note in its recommendation which West Allis entities were considered.
- (4) The Common Council may consider the Events Committee recommendation and approve, reject, or modify the proposed sponsorship terms.
- b. City-Sponsored Events and Activities The Events Committee shall review an entity's purpose and mission to determine whether the City should join the entity and sponsor the entity's event or activity. The City will not provide funds, services, or other consideration to an entity unless the entity agrees to abide by this policy.
 - i. Entity Eligibility

- (1) The entity's event or activity is similar to events or activities hosted by governments.
- (2) The entity's mission and goals in providing the event, service or program:
 - (A) Are compatible with the City's Strategic Goals.
 - (B) Enhance current City programs or core services by providing additional programming, financial and/or in-kind resources, community outreach, staffing, volunteers or other tangible support to the City.
- (3) The entity's event or activity is open to the public and the Events Committee approves the admittance fee, if any.
- (4) The entity's event provides significant citywide value, presented for the anticipated enjoyment and participation by a broad spectrum of the community.
- (5) The entity does not have sufficient funding to cover its costs without City sponsorship.
- (6) The entity must allow the City to adopt the entity's message as official governmental speech. The City will not adopt the message of religious entities, political parties, or political advocacy groups.
- (7) The entity must allow the City to exercise control over the event or activity and any communication regarding the event or activity. Any communications must adhere to the City's branding and logo guidelines. The City must approve of any promotional materials for the event or activity prior to distribution.
- ii. Application Process The entity must submit an application along with a written proposal to the Events Committee and must provide the following information:
 - (1) The legal name and address of the entity organizing the event or activity.
 - (2) A description of the entity, including its purpose and goals or mission.
 - (3) Proof of non-profit status for federal income tax purposes.
 - (4) The name of the representative with the entity that is prepared to meet and work with a City representative.
 - (5) A description of the event or activity and explanation of how it meets the eligibility requirements in this policy.
 - (6) The proposed event date(s), including dates for event load-in and load-out, location, event size and scope, and anticipated public attendance.
 - (7) A description of the number of volunteers and volunteer hours anticipated for event coordination and implementation.
 - (8) A description of how the event will be marketed and indicate the ways in which the City would be recognized on

Page 3 **64**

marketing materials.

iii. Selection Procedure

- (1) The Events Committee shall evaluate the entity's application and proposal.
- (2) The Events Committee shall evaluate the entity and its representatives for their experience in planning and implementing similar events.
- (3) The Events Committee shall determine if sufficient resources exist to allow the City to sponsor the event or activity.
- (4) Upon determining whether the City should sponsor an entity's event or activity, the Events Committee shall create the terms of the sponsorship and provide a recommendation to the Common Council that the City sponsor the entity's event or activity under the terms presented.
- (5) The Common Council, itself or by a committee thereof, may consider the Events Committee recommendation and approve or reject the proposed sponsorship terms.
- iv. Agreement If the Common Council accepts the sponsorship of an entity for a City event or activity or decides to sponsor an entity's event or activity, the City and the entity shall execute an agreement containing the material terms and obligations approved by the Common Council. The Agreement will include a description of the contractual relationship, roles and responsibilities of the City and the entity. Indemnification and insurance may be required as part of the Agreement in accordance with City policy.

Effective Date: 11/5/19

Page 4 65

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio				
Ald. Vince Vitale				
Ald. Tracy Stefanski				
Ald. Marty Weigel				
Ald. Suzzette Grisham				
Ald. Danna Kuehn				
Ald. Thomas Lajsic				
Ald. Dan Roadt				
Ald. Rosalie Reinke				
Ald. Kevin Haass				
Attest		Presidi	ng Officer	
Rebecca Grill, City Clerk, City Of	_	Dan De	vine, Mayor City	Of West
West Allis		Allis		

Page 5 66



CLAIMANT CONTACT INFORMATION

	Phone:		
Address:		Email:	
		INSTRUCTIONS it, and serve a hard copy upon the West Allis City Clerk. If ill out this form, please contact a private attorney who can NOTICE OF CLAIM	
Date of incident: Location:			
Some helpful inforr diagram of the loc	mation may be ation, a list of	r claim here. You may attach additional sheets or exhibits. the police report, pictures of the incident or damage, a injuries, a list of property damage, names and contact incident, and any other information relevant to the	
I am submitti	ng this notice wi	s time (complete Claim Amount section below) ithout a claim for damages. This claim is not complete and submit a claim for damages on a later date.	
Signed:		Date:	
		CLAIM AMOUNT emized statement of damages sought. If any damages are at 2 estimates for repairs.	
The total amount so	ught is: \$		
SAVE	PRINT		

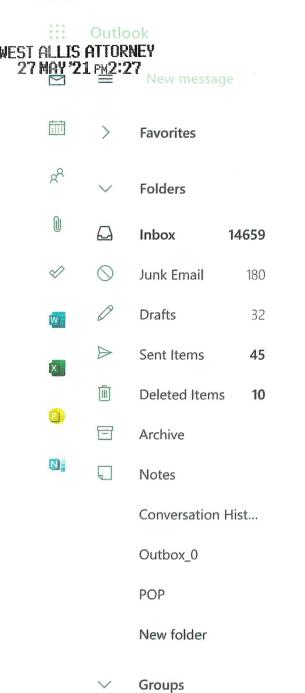
WEST ALLIS ATTORNEY 27 MAY '21 PM2:27

CLAIMANT CONTACT INFORMATION



Name: RIC STACH Phone: 262-613-9656 Address: 10510 W OKLAHOMA Email: MRSTACH @ HOTMAIL. COM AVE. WEST ALLIS WI
S327 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.
Date of incident: 5/17/21 Time of day: 11:00 - 12:00 Location: Home DRIVEWAY
Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.
CITY OF WEST ALLIS MOWING MEDAN)
UNCOADING MOWER SHOT ROCK FROM
BLADE, BREAKING REAR LINDON ON
CAR, I WAS OUT SIDE WHEN INCIDENT
CALLED SUPERVISOR (LYNN) HE PHOTOGRAPHED
CALLED SUPERVISOR (LYNN) HE PHOTOGRAPHED
AND DOCUMENTED EVERYTHING
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:
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: \$ 948,44 FOR GLASS REPLACE + DETAIL OF GLASS
SAVE PRINT + DETAIL OF GLASS

REMOVAL.



New group FOR GLASS REMOVAL DAMAGE INTERIOR + EXTERIAR for the Complete Detail is \$279.99 SCHEWULE

∠ Search



Delete

(No subject)

WI57 < WI57@ziebart.com> Thu 5/27/2021 1:47 PM

To: mrstach@hotmail.com

Thank you for choosing Ziebart of Greater Milwaukee for your detailing needs. Our Inner-Clean service is a comprehensive package designed to make your cars interior look and feel as close to showroom condition as possible. All of our cleaning products contain an anti-bacteria agent that will kill 99% of the germs and bacteria in your vehicle.

Our detailing process starts with a power vacuum and spot clean of all the all fabric and carpet. Then we proceed with a heavy shampoo and hot water extraction. Our next step is to clean all the leather, vinyl, plastic and glass. Finally, we detail all of your trim, dash, vents, vinyl, door jams, windows and cup holders. This will get your interior back to as close to showroom as possible as well as kill 99% of the all the germs and bacteria.

The price for the service is \$149.99

If you are interested in detailing your whole vehicle we do offer a Complete Detail. The Complete Detail includes an Inner-Clean along with an entire outside detail. For the outside we do a process called Renu-A-Shine. We first hand wash the paint and then polish it back to its maximum shine. Then we lock in that shine with our seasonal tough wax Renu-A-Shine (lasts up to four months). Our last step is to detail all your exterior trim which includes the tires, rims, windows, chrome and bumpers. The cost

I have availability for your appointment this week or next. Please call or email me back to set up a time that we can commiss many making a nasin

MAY 31ST



******DUPLICATE COPV******************* *******DUPLICATE COPY********************* *******DUPLICATE COPY*******************

SAFELITE AUTOGLASS 10708 W ORCHARD ST WEST ALLIS, WI 53214 ** SERVICE QUESTIONS **

Date & Time:

05/27/21 1:39PM

** CALL Customer Sat 800 phone number (8008352257) **

Customer: eric

Home Phone:

262-613-9656

Work Phone: Service Phone:

262-613-9656 01867_263251

STACH, ERIC 10708 W ORCHARD ST WEST ALLIS, WI 53214 Work Order #: (05181_263251)

Year 2021 Make TOYOTA

Model SUPRA

Stock/Unit#

Ø.ØØ

MTRL Ø.ØØ

Purchase Order#

Selling Flat Price Labor 559.99 60.9 List Qty Part 1 FB28426 GTY0EM Price 60.00

Urethane Brand: Sika Urethane Product: 1 SikaTack Safe 30 Urethane Lot Number: 3005320363

Technician Name

Technician ID

Samuel

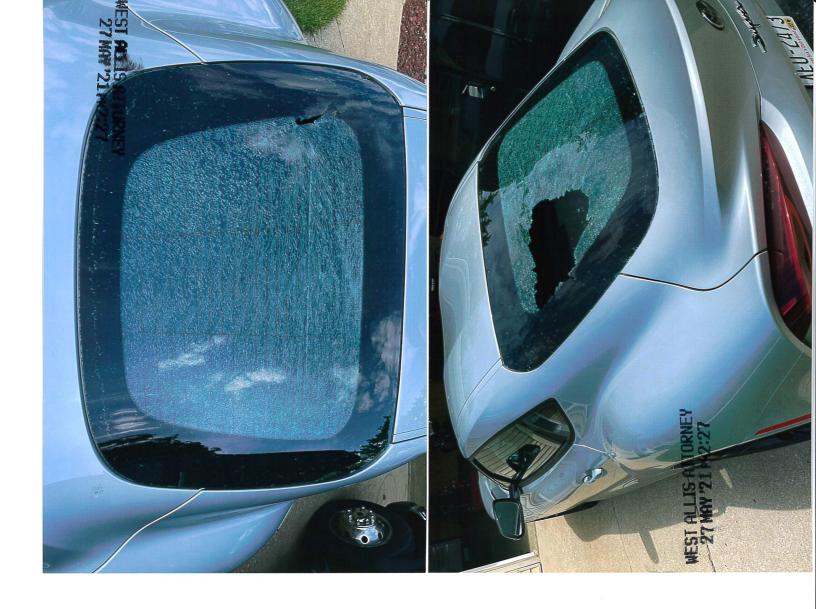
1867-669

Technician Notes

Part Subtotal: 559.99 60.00 Flat Labor Subtotal: 619.99 34.10 654.09 Subtotal: Sales Tax: Total:

Deductible:

0.00





Dave Wepking

Director Department of Public Works dwepking@westalliswi.gov 414.302.8888

May 25, 2021

Mr. Phil Eckert Poblocki Paving Corporation 525 South 116th Street West Allis, WI 53214

RE: Stormwater Ordinance Charge

Dear Mr. Eckert:

We have received your request for a storm water fee reduction regarding the property at 423 South Curtis Road. I have reviewed your request with Robert Hutter, Principal Engineer, in an effort to determine what credit may be given to the storm water fee.

At this site, it is our understanding Poblocki Paving Corporation is currently using the captured storm water in your paving operations for the months of May-November. I have listed the average rainfall for these months.

Month	Precipitation
Jan	1.85 in.
Feb	1.65 in.
Mar	2.59 in.
Apr	3.78 in.
May	3.06 in.
Jun	3.56 in.
Jul	3.58 in.
Aug	4.03 in.
Sept	3.30 in.
Oct	2.49 in.
Nov	2.70 in.
Dec	2.22 in.

Total Rainfall Annually = 34.81"

Total Rainfall During Construction Season = 22.72"

Credit = 22.72/34.81 = 65%

Currently, Poblocki is receiving a credit of 50% for their stormwater fees at this site. The ERU (Equivalent Residential Units) for Poblocki is 61.3500 ERU. This is based on the impervious pavement area at the site. At a 50% reduction, you are being charged for 30.6750 ERU. With a 65% reduction, the new charge would be 21.4725 ERU.

(OVER)



You also inquired about retroactive credits. According to West Allis Municipal Code:

Application of Adjustments. Any ERU adjustment or adjustment multiplier granted shall thereafter be used to calculate the customer's user charges. The reduction shall only apply for the period of time subsequent to the filing of the request for adjustment. There shall be no retroactive adjustment for user charges imposed prior to the filing of the request.

I will be communicating this intent to the West Allis Common Council on Tuesday, June 1, 2021 to recommend this reduction. This recommendation will, in turn, be reviewed by the Public Works Committee who may either accept it or have 30 days to review it. I will be recommending that this adjustment be made retroactive to October 10, 2020.

Section 1.075 of the Revised Municipal Code, the Storm Water Ordinance, also allows the non-residential customer 30 days from the receipt of this notification to submit a written request to the Common Council's Public Works Committee seeing a review of my recommendation.

Sincerely,

Dave Wepking Director

cc: Jason Kaczmarek

Rob Hutter

Karyn Rittenhouse





Director Department of Public Works dwepking@westalliswi.gov 414.302.8888

May 27, 2021

Honorable Mayor & Members of the Common Council 7525 W. Greenfield Ave. West Allis, Wisconsin 53214

Mayor Devine & Council Members:

The Common Council approved Section 1.075 of the Revised Municipal Code dealing with Storm Water Management System User Fees. This was precipitated by a Wisconsin Public Service Commission decision requiring municipalities having storm water utilities/user fees incorporate some type of system of credits for non-residential properties which might have storm water systems that reduce the impact of storm water management in respective municipalities.

Throughout the years various non-residential properties have requested the City to evaluate a potential reduction in their storm water fees due to improvements made on-site that reduces the impact of storm water being used within the City's storm water system.

Recently, a representative Poblocki Paving Corporation requested the City to review a potential storm water fee reduction to the City's Engineering Department for the property located at 423 South Curtis Road, West Allis, WI. Staff concluded that in accordance with the Storm Water Ordinance, the property is entitled to a reduction in their storm water service charge. In accordance with paragraph 7(d) of the Ordinance, as the Director of Public Works, recommend that the property at 423 South Curtis Road storm water fees be adjusted by reducing the total number of ERUs by 65%. At this rate, this will result in an annual reduction in storm water charges of approximately \$883.00. I further recommend that this adjustment be made retroactive to October 10, 2020. Paragraph 7 of the Ordinance recognizes that due to unique characteristics of certain non-residential properties within the city, the costs of providing storm water management services to these properties may be lessened. The paragraph describes factors that might contribute to the "unique characteristics" and provides for potential adjustments to the rate and describes how a non-residential customer must make application for such adjustments.

By Ordinance, the Public Works Committee has thirty (30) days to determine if they wish to review this recommendation prior to implementation. Should there be any questions regarding the above recommended reduction in storm water service charges for this property, Pete and or/I would be happy to address them before the Committee.

Respectfully submitted,

David Wepking
Director of Public Works

cc: Phil Eckert, Poblocki Paving
Peter Daniels, City Engineer
Jason Kaczmarek, Director of Finance
Rob Hutter, Principal Engineer
Karyn Rittenhouse, Water Systems Supervisor

Attachment: May 28, 2021 Communication



TEMPORARY EXTENSION APPLICATION

FORM TEMP EXT- APP

Instructions

Complete and return application to the City Clerk with the appropriate fees, \$250 for the regular application, additional fees for exceptions as desired, see page 3. Applications filed within 30 days of the start of the extension must pay a \$50 late fee.

Applicant
Legal Entity Name (If Corporation of LLC)
BS Dollar LLC
Business Name (DBA)
Business Address
2110 S GOTH St.
Agent, Individual or Partner Name Phone Number
Sally Dollar 414-460-6851
bdollar 5735(a) att. net
Extension and Premises Details
Current Licensed Premises Description
See current Extension
The control of the co
Proposed Premises Description (include both indoor and outdoor as applicable)
Identify the specific area(s) for which the extension of premises is requested. Check all that apply and select the location of the area (example: north side, front, etc.)
☐ Sidewalk café (public sidewalk) at the ☐ North ☐ South ☐ West ☐ East side of the premises
Patio (concrete surface) at the North South West East side of the premises
☐ Beer garden (soil/grass surface) at the ☐ North ☐ South ☐ West ☐ East side of the premises
☐ Deck (attached to building) at the ☐ North ☐ South ☐ West ☐ East side of the premises
Other: Describe area(s): Parking lot
Does extension area have an additional street address? ✓ No ☐ Yes If yes, list address:
If the extension is temporary in nature and is on the public right of way, a certificate of insurance is required and a special event permit may also be needed. Click here for details.

Outdoor Premises Regulations: (does not apply to indoor extensions)



Initial here if you understand that unless an additional authorization has been approved, the following regulations exist for the outdoor area if granted.

- a. The outdoor area must be contiguous with the indoor licensed premises.
- b. The outdoor area must be 200 or more feet from a residential premises.
- The outdoor area must be marked with fencing, barriers, or other objects or markings that show where the
 extension ends.
- d. The lighting does not project outside the requested area.
- e. The hours of operation for the area are limited to 10:00 am to 10:00 pm.
- f. If there is a service bar provided in the area for service of alcoholic beverages, there may be no seating at the service bar.

If you would like permission to operate outside the regulations above, you will need to obtain an authorization from the

- g. Sounds may not be audible 200 or more feet from the area.
- h. Duration Saturday before Memorial Day Labor Day.

Authorization (Exception) Requests Outdoor Premises Only:

council.	Please indicate which authorizations you are seeking and submit the fee indicated:
	Exception from the contiguous requirement - Additional \$150. Describe:
	Exception from the proximity to residential premises requirement - Additional \$150. Describe:
	Exception from the marking of the area requirement - Additional \$50. Describe:
	Exception from the lighting restriction - Additional \$150. Describe:
	Exception from the normal hours of operation - Additional \$50. Describe:
	Exception from the service bar requirement Additional \$50. Describe:
	Exception from the sound limitations - Additional \$150 + \$25 per week. Describe:
	Exception from the normal duration - \$25 for each additional week or portion thereof. Describe:

Entertainment

Describe the Type of Entertainment that will be provided:

Social Distance

no Extra Entertaiment

Events that provide entertainment that is not approved as part of the licensee's public entertainment license or if no public entertainment license exists, a temporary public entertainment license may also be required.

Terms and Conditions

You must initial each of the following items confirming your understanding:

Q

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



All outdoors festivities shall be terminated at 10:00 p.m. unless otherwise approved.

30

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

Amplifiers and loud speaker shall not create a public nuisance or heard beyond 200 feet from the extension.

80

For outdoor extensions, alcohol is to be dispensed only in individual paper/plastic containers. No pitchers allowed

B

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

To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.

Delple

Signature (Individual, Partner, Agent or Officer)

5-10-202

Date



Issued Date: 07/24/2020

Expedited Extension of Class B Licensed Premise Permit

Extensions will not be valid unless the license extension permit is posted in the licensed area.

BARCODE 2110 S. 60 ST.

WEST ALLIS, WI 53214

Hours of Operation Limitations:

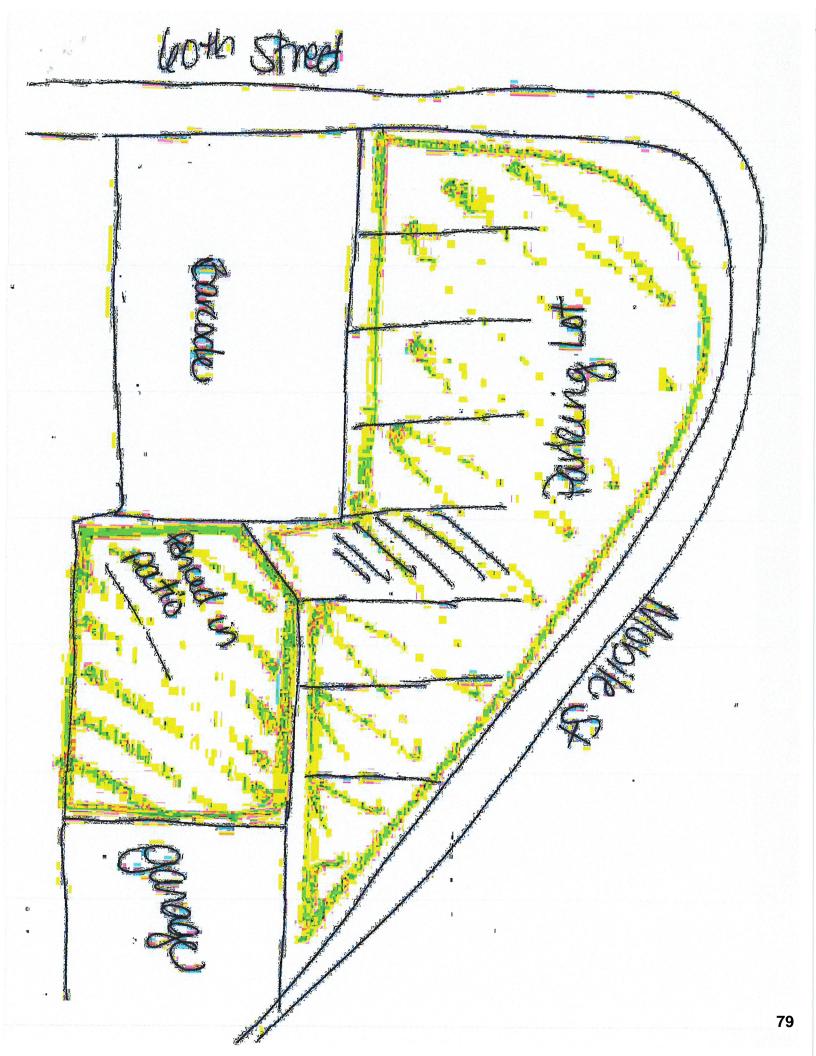
- Sunday Thursday operations must cease at 9:00 p.m.
- Friday Saturday operations must cease at 10:00 p.m.

Objections: If objection is received, the council will consider the special extension application at its next regular meeting just like any new license application and may reject it or place special restrictions on the extended premises (hours, number of people, etc.)

Rebecca Grill, City Administrator/Clerk

Ordinance shall be in full force and effect on June 17, 2020, and shall be repealed on June 30, 2021.

After such time the licensed premises will return to that which was granted with the annual renewal application or any subsequent permanent extensions.





TEMPORARY EXTENSION OF PREMISES PERMIT APPLICATION

FORM TEMP EXT- APP

Instructions

Complete and return application to the City Clerk with the appropriate fees, \$250 for the regular application, additional fees for exceptions as desired, see page 3. Applications filed within 30 days of the start of the extension must pay a \$50 late fee.

Applicant
Legal Entity Name (If Corporation of LLC)
DOPPEIGHNGER'S, INC.
Business Name (DBA)
Dopp's BAR & GRILL
Business Address
1753 S. 68th street WEST Als, WI. 53214
Agent, Individual or Partner Name Phone Number
Tammy L. Dopp 414-530-1170
Teamtam 3. td@ gmail. com
Extension and Premises Details
Current Licensed Premises Description
I correstly have the "Expedited temporary
EXTENTION,
Proposed Premises Description (include both indoor and outdoor as applicable)
I wish to KEEP THE SAME AREAS FOR This PERMit
Identify the specific area(s) for which the extension of premises is requested. Check all that apply and select the location of the area (example: north side, front, etc.)
☐ Sidewalk café (public sidewalk) at the ☐ North ☐ South ☐ West ☐ East side of the premises
🗷 Patio (concrete surface) at the 💢 North 🗆 South 🗀 West 🗹 East side of the premises
☐ Beer garden (soil/grass surface) at the ☐ North ☐ South ☐ West ☐ East side of the premises
□ Deck (attached to building) at the □ North □ South □ West □ East side of the premises
Other: Describe area(s):
Does extension area have an additional street address? ☒ No ☐ Yes If yes, list address:
If the extension is temporary in nature and is on the public right of way, a certificate of insurance is required and a special event permit may also be needed. Click here for details.

TEMPORARY EXTENSION OF PREMISES PERMIT APPLICATION PAGE 2

FÜRM TEMP EXT- APP

Outdoor Premises Regulations: (does not apply to indoor extensions)

770

Initial here if you understand that unless an additional authorization has been approved, the following regulations exist for the outdoor area if granted.

- a. The outdoor area must be contiguous with the indoor licensed premises.
- b. The outdoor area must be 200 or more feet from a residential premises.
- c. The outdoor area must be marked with fencing, barriers, or other objects or markings that show where the extension ends.
- d. The lighting does not project outside the requested area.
- e. The hours of operation for the area are limited to 10:00 am to 10:00 pm.
- f. If there is a service bar provided in the area for service of alcoholic beverages, there may be no seating at the service bar.
- g. Sounds may not be audible 200 or more feet from the area.
- h. Duration Saturday before Memorial Day Labor Day.

Authorization (Exception) Requests - Outdoor Premises Only:

f you would like permission to operate outside the regulations above, you will need to obtain an authorization from the council. Please indicate which authorizations you are seeking and submit the fee indicated:			
Exception from the contiguous requirement - Additional \$150. Describe:			
Exception from the proximity to residential premises requirement - Additional \$150. Describe:			
Exception from the marking of the area requirement - Additional \$50. Describe:			
Exception from the lighting restriction - Additional \$150. Describe:			
Exception from the normal hours of operation - Additional \$50. Describe:			
Exception from the service bar requirement Additional \$50. Describe:			
Exception from the sound limitations - Additional \$150 + \$25 per week. Describe:			
Exception from the normal duration - \$25 for each additional week or portion thereof. Describe:			

FORM
TEMP EXT- APP

Entertainment

Describe	the Type of Entertainment that will be provided:
InA	THAW I. THAY PARUS STIMMS PRIMMED TO NOTHISTXS E HATTOP SU
tohas	JE THOSE SAME EVENTS. NOTHING bIGGER, NOTHING DIFFERANT
Also,	WE GOTTEN 3 EXTENTION OF PREMISE PERMITS EVERY YEAR. I WANT US THOSE SAME EVENTS. NOTHING bIGGER, NOTHING DIFFERANT IF THE LOCAL MUSICIANS WANT TO PLAY OUTSIDE AND ENJOY THE FROSK
Events th	at provide entertainment that is not approved as part of the licensee's public entertainment license or if no A ic
public ent	tertainment license exists, a temporary public entertainment license may also be required.
Terms a	and Conditions CAN
PERMIT	SNION
You mus	st initial each of the following items confirming your understanding: the ວັດວັດ
70	I am responsible for cleaning up the area of the extension and providing containers and storage for garbage
	and recycling.
420	All outdoors festivities shall be terminated at 10:00 p.m. unless otherwise approved.
	Nothing more
TLO	A copy of the permit and any other applicable permits or licenses must be kept on the premises for the
	duration of the extension.
TLD	Amplifiers and loud speaker shall not create a public nuisance or heard beyond 200 feet from the extension. AREAS
	to outside
7(0)	For outdoor extensions, alcohol is to be dispensed only in individual paper/plastic containers. No pitch- SEATING,
7/1	ers allowed.
111)	Unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the
	outdoor area is limited to what the public entertainment premises license allows.

To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.

Signature (Individual, Partner, Agent or Officer)

5-26-21

Date

3

LICENSE APPLICATION - RENEWAL

Driver's License/State ID#:

SECONDHAND ARTICLE &/OR JEWELRY DEALER

4/21

Information and Instructions						
 Licenses are valid during the period of July 1, 2021 to June 30, 2022. Submit your non-refundable license fee for the following in the form of cash, check or money order with your completed application. Check all that apply: 						
\$100 Article Dealer + \$16 background check \$185 Jewelry Dealer + \$16 background check						
\$0 Article Dealer Charitable Org. ** Proof of 501(c)(3) paperwork granting tax Incomplete applications, or applicat Your name must appear exactly as Note: Pawn Dealer/Shops requires	exempt status must accompa ions filed without the it does on your drive	eny this application of proper fee er's license of	will be returned.	new		
Applicant Information						
Amy Renee's Kreative Touch, LLC Business Name (d/b/a) Amy Renee's Kreative Touch Premise Address (include zip code) 7219/7217 W. Greenfield Ave Business Email Address: amyreneecraig@gmail.com Federal Employer Identification Number (FEIN): 390-88-8223						
Individual, Partner, Member, or Agen	t Information					
Last Name: (include suffix Sr, Jr,	First Name:		Middle Initial:	Date of Birth:		
Craig	Amy		Renee			
Address			ate, Zip Code:	040		
2221 N 71st Street Email Address:		Phone:	Wauwatosa. WI 53213			
akrahn@wi.rr.com			414-217-9771			
Driver's License/State ID#:	State		Exp. Date:			
	WI					
Additional Partner, Member, or Office	er Information					
Last Name: (include suffix Sr, Jr,	First Name:		Middle Initial:	Date of Birth:		
4						
Address		City, Sta	ate, Zip Code:			
Email Address:		Phone:		RECEIVED		

State

WEST ALLIS CITY CLERK • 7525 W. GREENFIELD AVE. • (414) 302-8220 • CLERK@WESTALLISWP.GOV.CLERK

Exp. Date:

FORM 2ND-APP

Application Continued - Page 2

PLAN OF OPERATION	
Has the information below changed since the last application?	
If YES, please complete the information below. If NO, skip to signature. The current or planned hours of operation of the premise:	
The legal occupancy capacity of the premise:	
10-12	
What plans the applicant has to insure the orderly appearance and operation of and litter. This shall include a description of the number and location of exterior	the premises with respect to noise r and interior trash receptacles:
The nature of business will not generate litter or noise disturbances Enclosed 4 yd steel waste bin located in back of building abutting a property. Restroom and store waste cans, public waste bins located block.	lley on the SW corner of
What other types of business enterprises, if any, are planned or currently condu	cted at the premise?
No other at this time.	
Type of Goods Collected & Sold	
The number of security personnel expected to be on the premises, their responsuse in carrying out their duties.	sibilities, and the equipment they wil
None at this time	
	RECEIVED
The number of parking spaces on the premise:	MAY 1 4 2021
2 tenant and lessee; rear public lot accessible	e

CITY OF WEST ALLIS

SECOND HAND CONTINUED

FORM 2ND-APP

1/91

Application Continued - Page 3

The number and location of security cameras, if any.

1 currently installed rear lot; 2 additional at time of opening

The name of the refuse & recycling company that the licensee has or plans to contract with for the removal of refuse & recycling?

Landlord contracts directly with Eagle Disposal

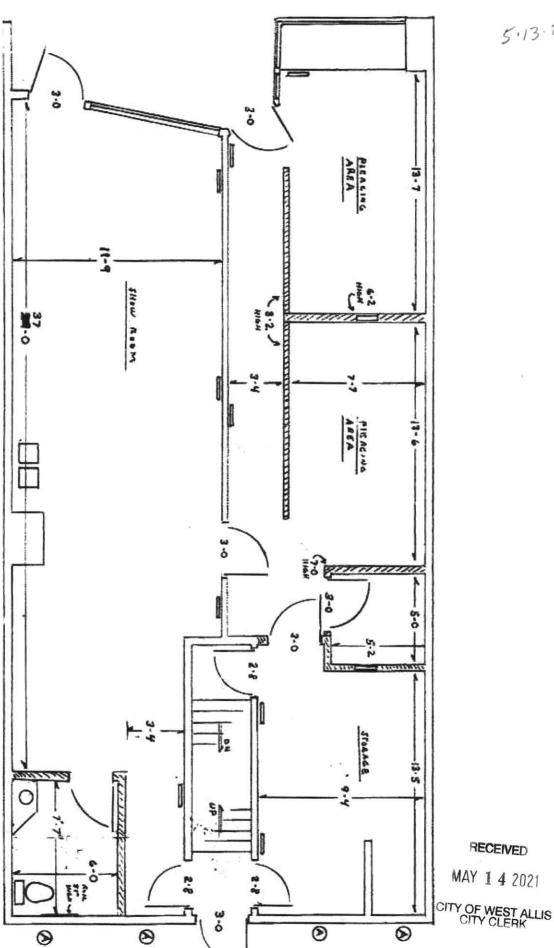
FLOOR PLAN

In any application for a Secondhand Article and/or Jewelry Dealer license, the applicant shall file a detailed floor plan on an 8.5" x 11" sized sheet of paper for each floor of the licenses premises and shall include;

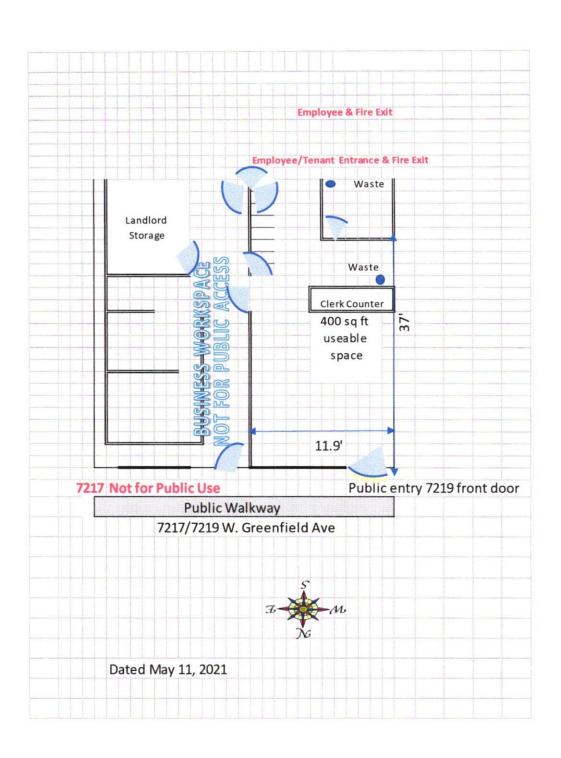
- 1. Area in square feet and dimensions of the licensed premises.
- Locations of all entrances and exits to the premises together with a description of how patrons will enter the premises.
- 3. Locations of all public restrooms.
- 4. Locations of all stairs and elevators.
- 5. Location of public areas and non-public areas in the premises.
- 6. Location of all fire extinguishers and other safety equipment.
- 7. Location of all refuse/recycling containers inside and outside of the premises for items that are not purchased or received by the licensee.
- 8. The north point and date.

Signature	
By signature below, the undersigned understands and agrees to the following:	
I DO HEREBY make application for a Secondhand Article and/or Jewelry Deale	er's license.
I DECLARE UNDER PENALTY OF LAW that all of the above information is true belief. Incomplete, incorrect, or false information may lead to denial or revocation provides materially false information on an application may be required to forfeit	on of this license. Any person who knowingly
Signature:	Date:
R.R. Cruz	5-13-2021
FOR OFFICE USE ON	LY
SH Article SH Jewelry SH Article Charitable	
License # Issued: Date License Issued:	Issued By:
Common Council Action: Granted Denied	Other Date:
License and Health:	
Inspection Dates:	RECEIVED
Police BINS	MAY 1 4 2021
	CITY OF WEST ALLIS CITY CLERK

NORth 1 5.13.202!



87



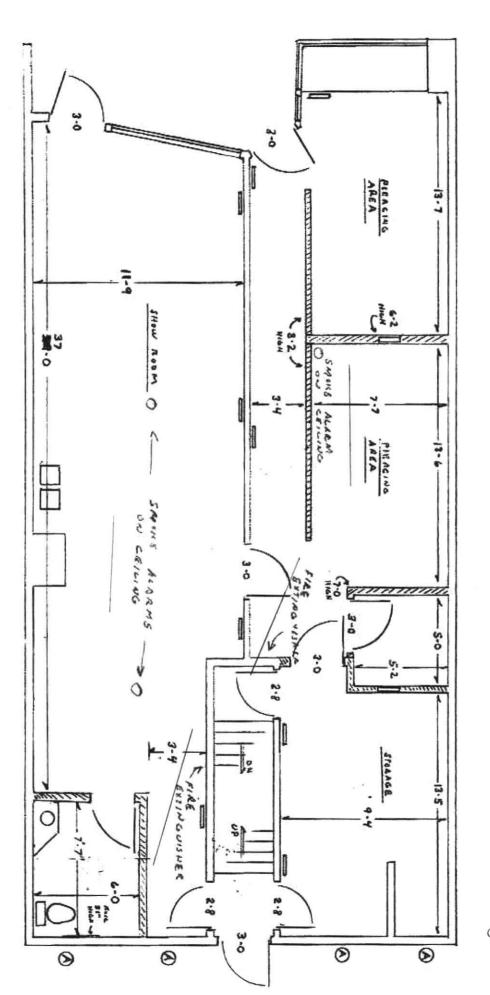
RECEIVED

MAY 1 4 2021

CITY OF WEST ALLIS CITY CLERK

North 1 5.13.2021

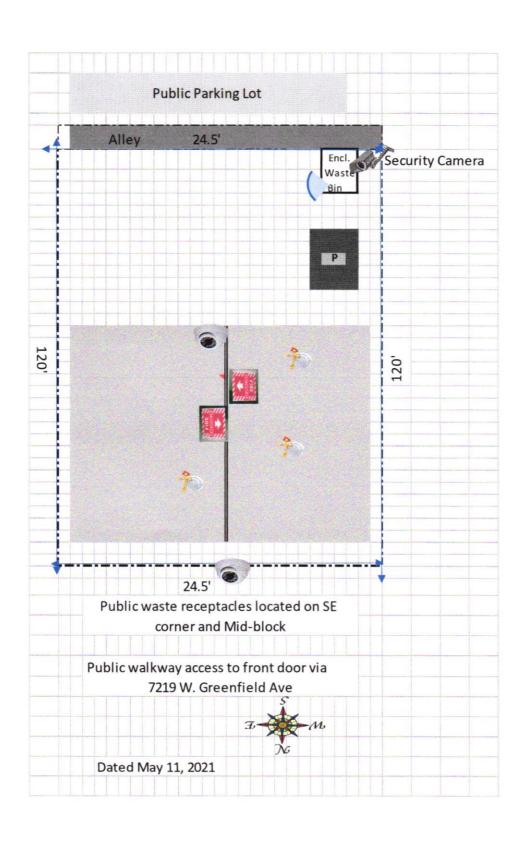
7217 /7219 W. GREEN FIELD AN



RECEIVED

MAY 1 4 2021

CITY OF WEST ALLIS



RECEIVED

MAY 1 4 2021

CITY OF WEST ALLIS CITY CLERK





December 20, 2016

Honorable Members of the West Allis Common Council City Hall West Allis, Wisconsin

Dear Council Members:

I am herewith appointing Mr. Mark Manthei as a member of the West Allis Police & Fire Commission. He replaces Mr. Princeton, who has resigned. He will complete Mr. Princeton's term, which expires on May 1, 2021.

Mr. Manthei moved to West Allis in 2015. He and his wife, Rev. Cathy Manthei, reside at 2908 South 114th Street. They are the parents of five adult children. Mr. Manthei is a Senior Security Supervisor with Froedtert Hospital.

Mr. Manthei is a member of the Wisconsin Chief of Police Association and American Legion Post 440. He is an Elder at Apostle Presbyterian Church in West Allis and where his spouse serves as Church Pastor. He previously served on the Rock County CASA Board of Directors, the Clinton Fire District Board of Directors, and was a member of the Clinton Kiwanis.

Your confirmation of this appointment will be appreciated by the undersigned.

Sincerely,

Dan Devine,

Mayor

DD:jfw

MYR\CMTES\MANTHEI.P&F

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Hupys Abrahan Duke Swan Notice of Claim
Notice of Claim
Date: $(0 - 10 - 19)$
☐ In-person
Process Server
Claimant
Other
☐ By mail
☐ By email
☐ By fax
deceived by: and and and
 ➢ Hand deliver to: Ann Marie □ or Janel □ ➢ Forwarded to Attorney's Office by Ann Marie or Janel □ ➢ Response from Attorney's Office □
Common Council Agenda: Yes No No



111 EAST KILBOURN AVENUE, SUITE 1100 MILWAUKEE, WISCONSIN 53202

() CORPORATE

Tel 414.223.4800 Fax 414.271.3374

RECEIVED

JUN 1 0 2019

CITY OF WEST ALLIS CITY CLERK

() POSTED

June 4, 2019

WISCONSIN

Appleton Office Tel 920.882.8382 Fax 920.750.5397

Green Bay Office Tel 920.593.5050 Fax 920.593.5055

Madison Office Tel 608.277.7777 Fax 608.274.1848

Wausau Office Tel 715.298.4400 Fax 715.298.4405

ILLINOIS

Bloomington Office Tel 309.827.4800 Fax 309.827.6525

Gurnee Office Tel 847.625.5500 Fax 847.625.6318

Rockford Office Tel 815.877.3900

Fax 815.282.8174

IOWA

Cedar Rapids Office Tel 319.731.9009 Fax 515.777.3399

West Des Moines Office Tel 515.984.0091 Fax 515.777.3399

> Quad Cities Office Tel 563.275.6892 Fax 563.359.0592

*§† MICHAEL F. HUPY *¥A† JASON F. ABRAHAM Y† CHAD A. KREBLIN *¥«BRANDON D. DERRY *¥† TODD R. KORB

*¥§ THOMAS W. KYLE *§† TIMOTHY W. SCHELWAT * EVAN N. CLADITIS * JAMES R. SHILOBRIT * THOMAS A. PERLBERG § VITO J. MANICIOTO * SHAWN P. BROCK * DOUGLAS R. ROSS *§ ROBERT J. DOMOL §A JAMES K. THEISEN * TERESE M. HALFMANN § DAVID N. METNICK §¥ JOHN D. SIMMONS ¥ JENNA L. GREEN *§ JAMES D. CARLSON RYAN J. TRUESDALE ¥ BENJAMIN K. LYNCH ¥~ THOMAS L. HILLERS ZACHARY R. ZELLNER *> RAMZY T. HALABY *¥ JEFFREY P. SCHULTZ * licensed in Wisconsin

§ licensed in Illinois ¥ licensed in Iowa licensed in Minnesota
 Δ licensed in Missouri ~ licensed in Indiana > licensed in Arkansas # Certified Civil Trial Specialist by the National Board of Trial Advocacy

VIA SOUTHEAST WISCONSIN PROCESS

Steven A. Braatz, Jr. West Allis City Clerk 7525 West Greenfield Avenue Room 108 West Allis, Wi 53214

RE:

Duke A. Swan

Date of Accident: June 16, 2018

Dear Mr. Braatz:

Enclosed please find the original and four copies of the Notice of Claim along with a set of medical records in the above referenced matter. Please filestamp one copy and return it to me in the envelope provided.

Thank you for your cooperation in this matter. If you have any questions, please feel free to contact me.

Very truly yours,

HupyandAbraham, S.C.

Dawn M. Rowe

Dawn M. Rowe Litigation Paralegal

DMR/ Enclosure



More than \$1 BILLION collected for thousands of satisfied clients. Committed to the community for more than 50 Years.

NOTICE OF CLAIM

TO: Steven A. Braatz, Jr.
West Allis City Clerk
7525 West Greenfield Avenue, Room 108
West Allis, Wisconsin 53214,

George L. Christenson Milwaukee County Clerk County of Milwaukee 901 North 9th Street, Room 105 Milwaukee, Wisconsin 53233

Patrick Mitchell West Allis Chief of Police West Allis Police Department 11301 West Lincoln Avenue West Allis, Wisconsin 53227,

Officer Steven Martin c/o West Allis Police Department 11301 West Lincoln Avenue West Allis, Wisconsin 53227,

Officer Peter Borree 3859 South Logan Avenue Milwaukee, Wisconsin 53207,

RE: Duke A. Swan

1962 South 59th Street West Allis, Wisconsin 53219,

Date of Accident:

June 16, 2018

Location:

1962 South 59th Street

West Allis, Wisconsin 53219

PLEASE TAKE NOTICE, pursuant to Wis. Stat. § 893.80, that on or about September 28, 2018, a Notice of Injury was filed on behalf of the Claimant, Duke A. Swan, for injuries he sustained while he was at his home, located at or near 1962 South 59th Street, in the City of West Allis, County of Milwaukee, Wisconsin; that at the same time and place, West Allis Police Officers, Steven Martin and Peter Borree, intentionally, recklessly, and/or negligently attacked

and/or used excessive force on Duke A. Swan during his arrest and/or while he was in custody, thereby causing serious injuries to Duke A. Swan.

Liability for Duke A. Swan's injuries and damages is attributed to the City of West Allis, the County of Milwaukee, and/or the West Allis Police Department pursuant to the theory of *Respondeat Superior*, in that they are liable for the acts of their aforementioned employees, servants, agents, and/or volunteers, in this case, Officers Steven Martin and Peter Borree, whom failed to exercise ordinary care while in the course and scope of employment.

PLEASE TAKE FURTHER NOTICE that as a proximate result of the negligence described in the Notice of Injury, Duke A. Swan, sustained injuries causing him to incur medical bills and expenses as follows:

(a)	City of West Allis Fire Department	\$	857.04
(b)	Aurora West Allis Memorial	\$	9,380.59
(c)	Aurora St. Luke's Medical Center	\$	30,006.36
(d)	ER Med Sc	\$	1,527.00
(e)	Aurora Medical Group Physicians	\$	9,005.00
(f)	Great Lakes Pathologists	\$	678.00
(g)	Aurora Psychiatric Hospital	\$:	23,109.00

Total: \$ 74,562.99

As a proximate result of the negligence described in the Notice of Injury, Duke A. Swan, suffered conscious pain and suffering in addition to the special damages outlined above, all to his damage, in the amount of \$500,000.

WHEREFORE, Duke A. Swan makes claim upon the West Allis Police Department and/or the City of West Allis for damages in the amount of \$50,000 for the settlement of any and all claims of Duke A. Swan that are not actionable under federal law. Such claims that are actionable under federal law include those causes of action pursuant to 42 U.S.C. § 1983 and remedied through 42 U.S.C. § 1988. This notice of claim and payment of the aforementioned \$50,000 in no way waives the rights of Duke A. Swan to pursue his claims actionable under federal law, and payment of the aforementioned \$50,000 will only resolve any state law claims of Duke A. Swan against the West Allis Police Department and/or the City of West Allis. Such state law claims specifically include a negligence cause of action but do not include any punitive damage claims. This request is exclusive of Duke A. Swan's ability to seek relief for violations of his rights under the United States Constitution and its Amendments actionable under 42 U.S.C. § 1983, potential attorney's fees recoverable under 42 U.S.C. § 1988, punitive damages, and his ability to seek indemnification and/or contribution from the West Allis Police Department and/or the City of West Allis to indemnify Officer Steven Martin and Officer Peter Borree for any such violations of Duke A. Swan's rights under the United States Constitution and its Amendments actionable under 42 U.S.C. § 1983, and potential attorney's fees recoverable under 42 U.S.C. § 1988.

DATED at Milwaukee, Wisconsin this 3 day of _______, 2019.

HUPY AND ABRAHAM, S.C. Attorneys for Claimant,

y: _____

State Bar Number: 1026950

Post Office Address: 111 East Kilbourn Avenue Suite 1100 Milwaukee, Wisconsin 53202 (414) 223-4800

NOTICE OF CLAIM

TO: Steven A. Braatz, Jr.
West Allis City Clerk
7525 West Greenfield Avenue, Room 108
West Allis, Wisconsin 53214,

George L. Christenson Milwaukee County Clerk County of Milwaukee 901 North 9th Street, Room 105 Milwaukee, Wisconsin 53233

Patrick Mitchell West Allis Chief of Police West Allis Police Department 11301 West Lincoln Avenue West Allis, Wisconsin 53227,

Officer Steven Martin c/o West Allis Police Department 11301 West Lincoln Avenue West Allis, Wisconsin 53227,

Officer Peter Borree 3859 South Logan Avenue Milwaukee, Wisconsin 53207,

RE: Duke A. Swan 1962 South 59th Street West Allis, Wisconsin 53219,

Date of Accident:

June 16, 2018

Location:

1962 South 59th Street

West Allis, Wisconsin 53219

PLEASE TAKE NOTICE, pursuant to Wis. Stat. § 893.80, that on or about September 28, 2018, a Notice of Injury was filed on behalf of the Claimant, Duke A. Swan, for injuries he sustained while he was at his home, located at or near 1962 South 59th Street, in the City of West Allis, County of Milwaukee, Wisconsin; that at the same time and place, West Allis Police Officers, Steven Martin and Peter Borree, intentionally, recklessly, and/or negligently attacked

and/or used excessive force on Duke A. Swan during his arrest and/or while he was in custody, thereby causing serious injuries to Duke A. Swan.

Liability for Duke A. Swan's injuries and damages is attributed to the City of West Allis, the County of Milwaukee, and/or the West Allis Police Department pursuant to the theory of *Respondeat Superior*, in that they are liable for the acts of their aforementioned employees, servants, agents, and/or volunteers, in this case, Officers Steven Martin and Peter Borree, whom failed to exercise ordinary care while in the course and scope of employment.

PLEASE TAKE FURTHER NOTICE that as a proximate result of the negligence described in the Notice of Injury, Duke A. Swan, sustained injuries causing him to incur medical bills and expenses as follows:

(a)	City of West Allis Fire Department	\$	857.04
(b)	Aurora West Allis Memorial	\$ 9	,380.59
(c)	Aurora St. Luke's Medical Center	\$ 30	,006.36
(d)	ER Med Sc	\$ 1	,527.00
(e)	Aurora Medical Group Physicians	\$ 9	,005.00
(f)	Great Lakes Pathologists	\$	678.00
(g)	Aurora Psychiatric Hospital	\$ 23	,109.00

Total: \$74,562.99

As a proximate result of the negligence described in the Notice of Injury, Duke A. Swan, suffered conscious pain and suffering in addition to the special damages outlined above, all to his damage, in the amount of \$500,000.

WHEREFORE, Duke A. Swan makes claim upon the West Allis Police Department and/or the City of West Allis for damages in the amount of \$50,000 for the settlement of any and all claims of Duke A. Swan that are not actionable under federal law. Such claims that are actionable under federal law include those causes of action pursuant to 42 U.S.C. § 1983 and remedied through 42 U.S.C. § 1988. This notice of claim and payment of the aforementioned \$50,000 in no way waives the rights of Duke A. Swan to pursue his claims actionable under federal law, and payment of the aforementioned \$50,000 will only resolve any state law claims of Duke A. Swan against the West Allis Police Department and/or the City of West Allis. Such state law claims specifically include a negligence cause of action but do not include any punitive damage claims. This request is exclusive of Duke A. Swan's ability to seek relief for violations of his rights under the United States Constitution and its Amendments actionable under 42 U.S.C. § 1983, potential attorney's fees recoverable under 42 U.S.C. § 1988, punitive damages, and his ability to seek indemnification and/or contribution from the West Allis Police Department and/or the City of West Allis to indemnify Officer Steven Martin and Officer Peter Borree for any such violations of Duke A. Swan's rights under the United States Constitution and its Amendments actionable under 42 U.S.C. § 1983, and potential attorney's fees recoverable under 42 U.S.C. § 1988.

DATED at Milwaukee, Wisconsin this 2 A day of _______, 2019.

HUPY AND ABRAHAM, S.C. Attorneys for Claimant,

By: Lodd R. Korb

State Bar Number: 1026950

Post Office Address: 111 East Kilbourn Avenue Suite 1100 Milwaukee, Wisconsin 53202 (414) 223-4800

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Estate of Duke	Case No. 2020CV 002259
Date: 3/86/8080	
☑ In-person	
Process Server	
Claimant	
Other	
☐ By mail	
☐ By email	
☐ By fax	
Received by: Stomansky	
 Hand deliver to: Ann Marie □ or Janel □ Forwarded to Attorney's Office by Ann Marie Response from Attorney's Office □ Common Council Agenda: Yes □ No □ 	g or Janel

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

Estate of Duke A. Swan, By Special Administrator Rus...et Electronic Filing al vs. City of West Allis et al

Notice

Case No. 2020CV002259

Class Code: Other-Personal Injury

FILED 03-20-2020 John Barrett Clerk of Circuit Court 2020CV002259 Honorable Carl Ashley-33 Branch 33

CITY OF WEST ALLIS **ROOM 108** 7525 WEST GREENFIELD AVENUE WEST ALLIS WI 53214

() POSTED

Case number 2020CV002259 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

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

Pro Se opt-in code: 24cd33

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

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

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

> Milwaukee County Circuit Court Date: March 20, 2020

FILED 03-20-2020 John Barrett Clerk of Circuit Court 2020CV002259 Honorable Carl Ashley-33 Branch 33

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

ESTATE OF DUKE A. SWAN By Special Administrator RUSSEL SWAN, Individually 1962 South 59th Street West Allis, Wisconsin 53219,

Plaintiffs,

U.S. BANCORP 4000 West Broadway Avenue Robbinsdale, Minnesota 55422,

Involuntary Plaintiff,

ν.

CITY OF WEST ALLIS c/o Steven A. Braatz, Jr., City Clerk 7525 West Greenfield Avenue, Room 108 West Allis, Wisconsin 53214,

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION 22 East Mifflin Street, Suite 900 Madison, Wisconsin 53703,

COUNTY OF MILWAUKEE c/o George L. Christenson, County Clerk 901 North 9th Street, Room 105 Milwaukee, Wisconsin 53233,

STEVEN MARTIN c/o West Allis Police Department 11301 West Lincoln Avenue West Allis, Wisconsin 53227,

CIVIL SUMMONS

Case Number: Code Number: 30107 Personal Injury - Other Amount Claimed Greater Than \$5,000.00

PETER BORREE 3859 South Logan Avenue Milwaukee, Wisconsin 53207,

Defendants.

THE STATE OF WISCONSIN TO: All Named Defendants.

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

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Wis. Stat. Ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to:

Clerk of Courts
Milwaukee County Courthouse
901 North 9th Street
Room 104
Milwaukee, Wisconsin 53223

and to the Plaintiffs' attorneys:

Todd R. Korb
Hupy and Abraham, S.C.
111 East Kilbourn Avenue
Suite 1100
Milwaukee, Wisconsin 53202

You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien

against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

HUPY AND ABRAHAM, S.C. Attorneys for the Plaintiffs,

Todd D. Voula

State Bar Number: 1026950

Post Office Address:

111 East Kilbourn Avenue Suite 1100 Milwaukee, Wisconsin 53202 (414) 223-4800

FILED 03-20-2020 John Barrett Clerk of Circuit Court 2020CV002259 Honorable Carl Ashley-33 Branch 33

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

ESTATE OF DUKE A. SWAN
By Special Administrator RUSSEL SWAN, Individually
1962 South 59th Street
West Allis, Wisconsin 53219,

Plaintiffs,

U.S. BANCORP 4000 West Broadway Avenue Robbinsdale, Minnesota 55422,

Involuntary Plaintiff,

v.

CITY OF WEST ALLIS c/o Steven A. Braatz, Jr., City Clerk 7525 West Greenfield Avenue, Room 108 West Allis, Wisconsin 53214,

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION 22 East Mifflin Street, Suite 900 Madison, Wisconsin 53703,

COUNTY OF MILWAUKEE c/o George L. Christenson, County Clerk 901 North 9th Street, Room 105 Milwaukee, Wisconsin 53233,

STEVEN MARTIN c/o West Allis Police Department 11301 West Lincoln Avenue West Allis, Wisconsin 53227,

CIVIL COMPLAINT

Case Number: Code Number: 30107 Personal Injury – Other Amount Claimed Greater Than \$5,000.00 PETER BORREE 3859 South Logan Avenue Milwaukee, Wisconsin 53207,

Defendants.

NOW COME the Plaintiffs, the Estate of Duke A. Swan, by its Special Administrator, Russel Swan, individually and on bhalf of the Decedent, Duke A. Swan, by and through their attorneys, Hupy and Abraham, S.C., by Todd R. Korb, and as for their Complaint against the Defendants, allege and show to the Court as follows:

- 1. That the Decedent, Duke A. Swan, was an adult resident of the City of West Allis, County of Milwaukee, Wisconsin, who resided at 1962 South 59th Street, Zip Code 53219; and that Russel Swan has been appointed Special Administrator for the Estate of Duke A. Swan.
- 2. That the Plaintiff, Russel Swan, is an adult resident of the City of West Allis, County of Milwaukee, Wisconsin, residing at 1962 South 59th Street, Zip Code 53219; and that the Plaintiff, Russel Swan, was the wife of the Decedent, Duke A. Swan.
- 3. That the Involuntary Plaintiff, U.S. Bancorp, is a foreign corporation, organized and existing under the laws of Delaware, with a self-funded employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), with the principal place of business located at 4000 West Broadway Avenue, Robbinsdale, Minnesota, Zip Code 55422; that the registered agent in Wisconsin for the Involuntary Plaintiff, U.S. Bancorp, is CT Corporation System, located at 301 Bedford Street, Suite One, Madison, Wisconsin, Zip Code 53703; and that the Involuntary Plaintiff, U.S. Bancorp, alleges to have paid out money from its ERISA plan on behalf of the Decedent, Duke A. Swan, and is therefore named as an alleged subrogated party in this action pursuant to Wis. Stat § 803.03.

- That the Defendant, City of West Allis, is a domestic, self-insured, municipal body, 4. organized and existing under the laws of Wisconsin, with its principal place of business located at 7525 West Greenfield Avenue, West Allis, Wisconsin, Zip Code 53214; that legal process for the Defendant, City of West Allis, shall be served upon Steven A. Braatz, Jr., City Clerk, also located at 7525 West Greenfield Avenue, Room 108, West Allis, Wisconsin, Zip Code 53214; that the Defendant, City of West Allis, employed the Defendants, Steven Martin and Peter Borree, at the time of the incident described herein, June 16, 2018; and that the Defendant, City of West Allis, is a named defendant herein pursuant to the theory of Respondeat Superior, in that it is liable for the actions of its employees, agents, servants, representatives, and/or volunteers while in the course and scope of their employment.
- That the Defendant, Wisconsin County Mutual Insurance Corporation, is a 5. domestic insurance company, organized and existing under the laws of Wisconsin, with its principal place of business located at 22 East Mifflin Street, Suite 900, Madison, Wisconsin, Zip Code 53703; that the registered agent in Wisconsin for the Defendant, Wisconsin County Mutual Insurance Corporation, is David Bisek, located at 18550 West Capitol Drive, Brookfield, Wisconsin, Zip Code 53045; that the Defendant, Wisconsin County Mutual Insurance Corporation, is engaged in the business of writing and selling insurance, and that prior to the date of the incident herein, June 16, 2018, it issued its policy of insurance to the Defendant, County of Milwaukee, insuring it, its employees, agents, servants, representatives, and/or volunteers while in the course and scope of their employment against liability of the type hereafter alleged; that this policy of insurance was issued and delivered in the State of Wisconsin; and that this policy of insurance was in full force and effect at all times material hereto.

- 6. That the Defendant, County of Milwaukee, is a domestic corporate municipal body, organized and existing under the laws of Wisconsin, with its principle place of business located at 901 North 9th Street, Room 105, Milwaukee, Wisconsin, Zip Code 53233; that legal process for the Involuntary Plaintiff, County of Milwaukee, shall be served upon George L. Christenson, County Clerk, also located at 901 North 9th Street, Room 105, Milwaukee, Wisconsin, Zip Code 53233; that the Defendant, County of Milwaukee, employed the Defendants, Steven Martin and Peter Borree, at the time of the incident described herein, June 16, 2018, and that the Defendant, County of Milwaukee, is a named defendant herein pursuant to the theory of *Respondeat Superior*, in that it is liable for the actions of its employees, agents, servants, representatives, and/or volunteers while in the course and scope of their employment.
- 7. That the Defendant, Steven Martin, upon information and belief, was employed as a police officer by the Defendants, City of West Allis and County of Milwaukee, at all times material hereto; and that the Defendant, Steven Martin, shall be served at the City of West Allis Police Department, located at 11301 West Lincoln Avenue, West Allis, Wisconsin, Zip Code 53207.
- 8. That the Defendant, Peter Borree, upon information and belief, is an adult resident of the City and County of Milwaukee, Wissconsin, currently residing at 3859 South Logan Avenue, Zip Code 53207; and that the Defendant, Peter Borree, was employed by the Defendants, City of West Allis and County of Milwaukee, at all times material hereto.

FIRST CAUSE OF ACTION - COMMON LAW NEGLIGENCE

9. That on or about June 16, 2018, the Decedent, Duke A. Swan, called for emergency police assistance at his home located at 1962 South 59th Street, West Allis, Wisconsin, Zip Code 53219; that at the same time and place, the Defendant, Steven Martin, was a police officer

conducting an investigation at the Decedent's home, when he, with the assistance of aiders and abettors, accosted and negligently used excessive force against the Decedent, including punches and/or kicks, thereby offensively causing injuries and damages to the Decedent, Duke A Swan, as hereinafter described.

- That the Defendants, County of Milwaukee and City of West Allis, are named 10. Defendants herein pursuant to the theory of Respondeat Superior, in that they are liable for the acts of their employees, servants, agents, representatives, and/or volunteers, herein, the Defendant, Steven Martin, while in the course and scope of their employment.
- That at the time of the incident, the Defendant, Steven Martin, was acting within 11. the course and scope of his employment with the Defendants, City of West Allis and County of Milwaukee, were the direct and proximate cause of the injuries and damages sustained by the Decedent, Duke A. Swan.
- 12. That as a result of the foregoing acts of negligence on the part of the Defendant, Steven Martin, the Decedent, Duke A. Swan, sustained injuries to his body and suffered emotional distress; that he has suffered pain and continued to suffer pain until his death; that he was required to seek medical attention; that he was required to seek additional medical attention and expended large sums of money for said medical attention; and that he was unable to engage in his normal activities until his death, all to his damage.

SECOND CAUSE OF ACTION - COMMON LAW NEGLIGENCE

As for a second cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

- That on or about June 16, 2018, the Decedent, Duke A. Swan, called for emergency 13. police assistance at his home located at 1962 South 59th Street, West Allis, Wisconsin, Zip Code 53219; that at the same time and place, the Defendant, Peter Borree, was a police officer conducting an investigation at the Decedent's home, when he, with the assistance of aiders and abettors, accosted and negligently used excessive force against the Decedent, including punches and/or kicks, thereby offensively causing injuries and damages to the Decedent, Duke A Swan, as hereinafter described.
- That the Defendants, County of Milwaukee and City of West Allis, are named 14. Defendants herein pursuant to the theory of Respondeat Superior, in that they are liable for the acts of their employees, servants, agents, representatives, and/or volunteers, herein, the Defendant, Peter Borree, while in the course and scope of their employment.
- That at the time of the incident, the Defendant, Peter Borree, was acting within the 15. course and scope of his employment with the Defendants, City of West Allis and County of Milwaukee, were the direct and proximate cause of the injuries and damages sustained by the Decedent, Duke A. Swan.
- That as a result of the foregoing acts of negligence on the part of the Defendant, 16. Peter Borree, the Decedent, Duke A. Swan, sustained injuries to his body and suffered emotional distress; that he has suffered pain and continued to suffer pain until his death; that he was required to seek medical attention; that he was required to seek additional medical attention and expended large sums of money for said medical attention; and that he was unable to engage in his normal activities until his death, all to his damage.

THIRD CAUSE OF ACTION - 42 USC § 1983 CIVIL RIGHTS VIOLATION

As for a third cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

- 17. That on or about June 16, 2018, the Decedent, Duke A. Swan, called for emergency police assistance at his home located at 1962 South 59th Street, West Allis, Wisconsin, Zip Code 53219; that at the same time and place, the Defendant, Steven Martin, was a police officer conducting an investigation at the Decedent's home, when he, with the assistance of aiders and abettors, accosted and negligently used excessive force against the Decedent, including punches and/or kicks, thereby offensively causing injuries and damages to the Decedent, Duke A Swan, as hereinafter described.
- 18. That, in using unnecessary force to effect the apprehension of the Decedent, Duke A. Swan, the Defendant, Steven Martin, acted willfully, wantonly, knowingly and purposefully with specific intent to deprive the Decedent, Duke A. Swan, of his rights to freedom from physical injury, abuse, coercion, intimidation, cruel and unusual punishment, unreasonable search and seizure, due process and equal protection under the law, all of these rights are secured to plaintiff by the provisions of the Fourth, Fifth, Eighth, Ninth and Fourteenth Amendments to the United States Constitution and by 42 U.S.C. s 1983.
- 19. That at the time of the accident, the Defendant, Steven Martin, was acting under color of law within the course and scope of his duties as an employee of Defendants, City of West Allis and County of Milwaukee.
- 20. That the foregoing acts on the part of the Defendant, Steven Martin, were performed knowingly, intentionally, and maliciously, by reason of which the Decedent, Duke A. Swan, is

entitled to punitive damages, and to all remedies available under 42 U.S.C. § 1983, including reasonable attorney fees.

- 21. That the foregoing acts on the part of the Defendant, Steven Martin, were a substantial factor in causing the injuries and damages of the Decedent, Duke A. Swan.
- 22. That as a result of the foregoing acts of negligence on the part of the Defendant, Steven Martin, the Decedent, Duke A. Swan, sustained injuries to his body and suffered emotional distress; that he has suffered pain and continued to suffer pain until his death; that he was required to seek medical attention; that he was required to seek additional medical attention and expended large sums of money for said medical attention; and that he was unable to engage in his normal activities until his death, all to his damage.

FOURTH CAUSE OF ACTION - 42 USC § 1983 CIVIL RIGHTS VIOLATION

As for a fourth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

- 23. That on or about June 16, 2018, the Decedent, Duke A. Swan, called for emergency police assistance at his home located at 1962 South 59th Street, West Allis, Wisconsin, Zip Code 53219; that at the same time and place, the Defendant, Peter Borree, was a police officer conducting an investigation at the Decedent's home, when he, with the assistance of aiders and abettors, accosted and negligently used excessive force against the Decedent, including punches and/or kicks, thereby offensively causing injuries and damages to the Decedent, Duke A Swan, as hereinafter described.
- 24. That, in using unnecessary force to effect the apprehension of the Decedent, Duke A. Swan, the Defendant, Peter Borree, acted willfully, wantonly, knowingly and purposefully with

specific intent to deprive the Decedent, Duke A. Swan, of his rights to freedom from physical injury, abuse, coercion, intimidation, cruel and unusual punishment, unreasonable search and seizure, due process and equal protection under the law, all of these rights are secured to plaintiff by the provisions of the Fourth, Fifth, Eighth, Ninth and Fourteenth Amendments to the United States Constitution and by 42 U.S.C. § 1983.

- That at the time of the accident, the Defendant, Peter Borree, was acting under color 25. of law within the course and scope of his duties as an employee of the Defendants, City of West Allis and County of Milwaukee.
- That the foregoing acts on the part of the Defendant, Peter Borree, were performed 26. knowingly, intentionally, and maliciously, by reason of which the Decedent, Duke A. Swan, is entitled to punitive damages, and to all remedies available under 42 U.S.C. § 1983, including reasonable attorney fees.
- 27. That the foregoing acts on the part of the Defendant, Peter Borree, were a substantial factor in causing the injuries and damages of the Decedent, Duke A. Swan.
- That as a result of the foregoing acts of negligence on the part of the Defendant, 28. Peter Borree, the Decedent, Duke A. Swan, sustained injuries to his body and suffered emotional distress; that he has suffered pain and continued to suffer pain until his death; that he was required to seek medical attention; that he was required to seek additional medical attention and expended large sums of money for said medical attention; and that he was unable to engage in his normal activities until his death, all to his damage.

FIFTH CAUSE OF ACTION

As for a fifth cause of action, the Plaintiffs repeat and reallege all of the allegations contained previously herein, incorporate the same by reference, and further allege and show to the Court as follows:

- 29. That the Plaintiff, Russel Swan, was the wife of the Decedent, Duke A. Swan.
- 30. That by reason of the aforementioned acts of negligence on the part of the Defendants, Steven Martin and Peter Borree, the Plaintiff, Russel Swan, has lost the care, comfort, society and consortium of her husband, Duke A. Swan, by reason of his inability to perform all of the normal and usual duties, acts and responsibilities as husband of the Plaintiff, Russel Swan, by reason of his injuries suffered as alleged above, and as a result of the negligence previously described.
- 31. That Russel Swan and Duke A. Swan shared all debts and financial responsibilities as husband and wife; and that Russel Swan and Duke A. Swan incurred debt and financial responsibilities as a result of the negligence of the Defendants, Steven Martin and Peter Borree, to the financial damage of the Plaintiff, Russel Swan.

WHEREFORE, the Plaintiffs, the Estate of Duke A. Swan and Russel Swan, demand Judgment against the Defendants in the following forms: for compensatory damages as the Court may deem just and equitable, punitive damages resulting from the Defendants', Steven Martin and Peter Borree, malicious and/or intentional disregard of the rights of the Plaintiff, together with costs and disbursements of this action, for dismissal of any and all subrogation or reimbursement claims in this matter, for all interest due and owing under Wis. Stat. § 628.46, reasonable attorney's fees associated with this action, and any further relief the Court may deem just and equitable.

HUPY AND ABRAHAM, S.C. Attorneys for the Plaintiffs,

By: And R. Korb

State Bar Number: 1026950

Post Office Address: 111 East Kilbourn Avenue Suite 1100 Milwaukee, Wisconsin 53202 (414) 223-4800

NOTICE OF ALCOHOL BEVERAGE LICENSE APPLICATIONS CITY OF WEST ALLIS

Please take notice that the following have applied for a Class "A" Beer License. The application will be considered by the City of West Allis Common Council on June 1, 2021 at the West Allis City Hall, Common Council Chambers, 7525 W. Greenfield Avenue. Class "A" Beer for Express Pantry, 8530 W. Greenfield Avenue. Agent: Manpreet Singh

Rebecca Grill, City Clerk Published: 20201-05-21

Original Alcohol Be (Submit to municipal clerk.)	verage Retai	l License A	pplication	Applicant's Wisconsin Seller's Pe	968-02
For the license period beginning	ng:	ending:		86-323	8208
	(mm dd yyyy)		(mm dd yyyy)	TYPE OF LICENSE REQUESTED	FEE
To the Governing Body of the:	☐ Town of			Class A beer	\$
To the Governing Body of the:	☐ Village of \ We	st Allis		☐ Class B beer	\$
	City of			Class C wine	\$
County of Milwaukee		Aldermanic	c Dist. No.	Class A liquor	\$
County of IIII waakee		(if required	by ordinance)	Class A liquor (cider only)	\$ N/A
		(,	Class B liquor	\$
0	EST CONTRACTOR	•		Reserve Class B liquor	\$
Check one: Individual	Limited Liability			Class B (wine only) winery	W.
☐ Partnership	☐ Corporation/Nor	nprofit Organizati	ion	Publication fee TOTAL FEE	\$ 15
				TOTAL FEE	110 100
				7	The reary
Name (individual / partners give last n			companies give registere	ed name)	Che
MDL	EXPRESS	466			
An "Auxiliary Questionnaire by each member of a partne each member/manager and a	rship, and by each	officer, director	r and agent of a co	orporation or nonprofit orga	anization, and by
President / Member Last Name	(First)	(Middle Name)		City or Post Office, & Zip Code)	
Sinah	Manpreet		1056 W W	ANDRING SIDE I	N NON COEEN WIT-
Singh Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street,	ORNING SIDE LI City or Post Office, & Zip Code)	5315
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, 6	City or Post Office, & Zip Code)	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, 0	City or Post Office, & Zip Code)	
Agent Last Name	(First)	(Middle Name)	Home Address (Street, 0	City or Post Office, & Zip Code)	
SINSH	MANFREET			ening Slovely oak	CREW - SSLTY
Directors / Managers Last Name	(First)	(Middle Name)		City or Post Office, & Zip Code)	
Directors / Indinagers East / Idams	(1.104)	(imedie Hame)	Tieme / tau see (et eet, e		
1. Trade Name EXPRE			Business Pho	ne Number 414 - 45 Zip Code 23 : 53 :	13-7002
2. Address of Premises 8	530. W. GRE	EMFIELD AT	Post Office & 2	Zip Code 😘 53	214
	rooms including livinges and records. (Al	ng quarters, if us cohol beverages	sed, for the sales, se	ervice, consumption, and/or stored only on the premises	RECEIVED MAY 1 3 2021
3**************************************			-2/40-50-50-01110-01-01-01-01-01-01-01-01-01-01-01		CITY OF WEST ALLIS
1					CITTOLL
4. Legal description (omit if s	treet address is give	n above):			
5. (a) Was this premises lice	nsed for the sale of I	iquor or beer dur	ing the past license	year?	∑X Yes □ No
(b) If yes, under what nam	e was license issued	d? SHIYKA	WPA LLC		

6.	Is individual, partners or agent of corporation/limite beverage server training course for this license per	riod? If yes,	explain			□No
7.	Is the applicant an employe or agent of, or acting of the second of the	on behalf of a	anyone except the r	named applicant?	_ 	⊠No
8.	Does any other alcohol beverage retail licensee o business? If yes, explain					₽Ño
9.	(a) Corporate/limited liability company application of registration.	nts only: In	sert state	and date		
	(b) Is applicant corporation/limited liability compa company? If yes, explain				☐ Yes	Ø No
	(c) Does the corporation, or any officer, director, s member/manager or agent hold any interest in If yes, explain. National Liquax & Wix 3501 W YaTIONAL AMILWAUKEE WI - 53	n any other a	Icohol beverage lic	cense or permit in Visconsin	? 🗹 Yes	□ No
10.	National Liquox 2 Wix 3501 W YaTIoNAL A MILWAUKEE WI - 53. Does the applicant understand they must register a government, Alcohol and Tobacco Tax and Trade B business? [phone 1-877-882-3277]	as a Retail Boureau (TTB)	everage Alcohol De by filing (TTB form	city OF WCI FRIK ealer with (Ne Yederal 5630.5d) before beginning	. Yes	□ No
11.	Does the applicant understand they must hold a Wi	isconsin Sell	er's Permit? [phone	e (608) 266-2776]	. 🛭 Yes	☐ No
12.	Does the applicant understand that they must purch breweries and brewpubs?				. 🗹 Yes	□No
V-4-1-5-504	D CAREFULLY BEFORE SIGNING: Under penalty provided		plicant states that each	n of the above questions has been	truthfully ans	ewored to
the b than assig Com	sest of the knowledge of the signer. Any person who knowing \$1,000. Signer agrees to operate this business according to gned to another. (Individual applicants, or one member of a papanies must sign.) Any lack of access to any portion of a licensedemeanor and grounds for revocation of this license.	law and that t artnership appl	he rights and responsiticant must sign; one co	bilities conferred by the license(s), prograte officer, one member/mana	if granted, wager of Limited	not more vill not be d Liability
the b	\$1,000. Signer agrees to operate this business according to gned to another. (Individual applicants, or one member of a papanies must sign.) Any lack of access to any portion of a licer sidemeanor and grounds for revocation of this license. act Person's Name (Last, First, M.I.)	law and that t artnership appl nsed premises	he rights and responsition must sign; one conduring inspection will buttle/Member	bilities conferred by the license(s), proprate officer, one member/mana be deemed a refusal to permit insp	if granted, wager of Limited	not more vill not be d Liability
the b than assig Com a mis	\$1,000. Signer agrees to operate this business according to gned to another. (Individual applicants, or one member of a papanies must sign.) Any lack of access to any portion of a licer sidemeanor and grounds for revocation of this license. act Person's Name (Last, First, M.I.)	law and that t artnership appl nsed premises	he rights and responsition to the rights and responsition to the right must sign; one conduring inspection will be the right must be represented in the right must be	bilities conferred by the license(s), proprate officer, one member/mana be deemed a refusal to permit insp	if granted, w ger of Limiter ection. Such	not more vill not be d Liability refusal is
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the b	\$1,000. Signer agrees to operate this business according to gned to another. (Individual applicants, or one member of a papanies must sign.) Any lack of access to any portion of a licer address and grounds for revocation of this license. Sact Person's Name (Last, First, M.I.) SINGH IMAN PRESS Aughture X Manpreet Lingh	o law and that t artnership appl nsed premises	he rights and responsition to the rights and responsition will be during inspection will be rittle/Member MEMBER Phone Number H14 - 400 - 8	bilities conferred by the license(s), proprate officer, one member/mana be deemed a refusal to permit insp	if granted, w ger of Limiter ection. Such	not more vill not be d Liability refusal is

AT-106 ADDENDUM

PRESIDENT/MEMBER

Full Name: MAMPREE	I SINCH		
DOB: OTTOETTE	E-Mail Address	singhmp752@	gmail.com
Phone Number (cell) 414			•
VICE PRESIDENT/MEMBER			
Full Name:			
DOB:	E-Mail Address		
Phone Number (cell)		(other)	
SECRETARY/MEMBER			
Full Name:			
DOB:	E-Mail Address		
Phone Number (cell)		(other)	
TREASURER/MEMBER			
Full Name:			
DOB:	E-Mail Address		RECEIVED
Phone Number (cell)		(other)	MAY 1 3 ZUZI
AGENT			CITY OF WEST ALLIS
Full Name: MAN ROCK	1 81124		
DOB:	E-Mail Address	SINDEHMITERIZ	angil Cuy
Phone Number (cell) 4 14	400 8042	(other)	
DIRECTORS/MANAGERS			
Full Name:			
DOB:	E-Mail Address		
Dhana Number (cell)		(athor)	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name	e) (first name)	(midd	le name)				
SIN	CH MANPRE	FT					
Home Address (street/route)	Post Office City	State	Zip Code				
1056 W. MORNING SID	E 1 N	K CREEK WI	F3164				
Home Phone Number	Age	1	of Birth				
414-400-8042		7	NDIA				
414 400 8042							
The above named individual provides th	e following information as a person wh	no is (check one):					
Applying for an alcohol beverage lice	ense as an individual.						
The second secon	s making application for an alcohol be	verage license.					
Select One ALEM HE	N 1 -	L Fatress Les	L				
(Officer / Director / Member / Manager		orporation, Limited Liability Company or Non	profit Organization)				
which is making application for an a	lcohol beverage license.						
The above named individual provides th	e following information to the licensing	authority:					
1. How long have you continuously res	14 Day 2013 For Aug 30 44 STOREST CONTROL OF THE STOREST CONTROL OF	10 YEARS					
2. Have you ever been convicted of any	y offenses (other than traffic unrelated	to alcohol beverages) for					
violation of any federal laws, any Wis	sconsin laws, any laws of any other sta	ites or ordinances of any county					
게 되었는 그렇지요요요요요요 프라이지만 하루는 것도 없는 전쟁으로 다른 사람들이 되는 것이다. 그리고 있다고 있는 것이다.			Yes 🔽 No				
the second control of the second control of the second second control of the second	, trial court, trial date and penalty impo	- (1 - 1 1 m) (2 - 1 m) (nd				
status of charges pending. (If more re	oom is needed, continue on reverse side of	this form.)					
Are charges for any offenses presen	tly pending against you (other than tra	ffic unrelated to alcohol beverac	nes)				
	Wisconsin laws, any laws of other stat	romania de la característica de la compansa de la francia de la compansa de la característica de la compansa d	**************************************				
municipality?	Section 10 to 10 t	According to the profession of the second section in the second section of the section of the second section of the section o	Yes No				
If yes, describe status of charges pe							
4. Do you hold, are you making applica							
	ent of a limited liability company holding		hol du Du				
beverage license or permit? 170	tional liquor &	.Mille	☑ Yes ☐ No				
il yes, identily. 3501 W. Mai	nional AYE, Milwin and Typ	e of License/Permit)	3215				
5. Do you hold and/or are you an office			or				
	liability company holding or applying for						
brewery/winery permit or wholesale I	iquor, manufacturer or rectifier permit	n the State of Wisconsin?	Yes 🗗 No				
If yes, identify.							
to the same of the	Wholesale Licensee or Permittee)	(Address By City	and County)				
Named individual must list in chronol							
Employer's Name	Employer's Address	Employed From	То				
G - 4.		5 1 15					
Employer's Name	Employer's Address	Employed From	То				
READ CAREFULLY BEFORE SIGNING							
been truthfully answered to the best of the application; that the applicant has read a							
correct. The undersigned further underst	ands that any license is good contrary to	Chapter 125 of the Wisconsin	Statutes shall be void, and				
under penalty of state law, the applicant may be prosecuted by submitting false statements and affidavits in connection with this applica-							
	may be prosecuted for submitting laist	" "	nnection with this applica-				
tion. Any person who knowingly provides	s materially false information on this ap	oplication may be required to for	feit not more than \$1,000.				
tion. Any person who knowingly provides	s materially false information on this ap	plication may be required to for	nnection with this applica- feit not more than \$1,000.				
tion. Any person who knowingly provides	s materially false information on this are	Man preet dis	nnection with this applica- feit not more than \$1,000.				

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

AT-104 (R. 4-09)

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.
Town
To the governing body of: Village of West Allis County of Milwaukee
☑ City
The undersigned duly authorized officer(s)/members/managers of
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
Exfers PANICY
located at 8530 W GERENTIEUS AVE WEST LUIS W/ 53214
appoints MR, MAN PUZZY SINOSH (name of appointed agent)
(home address of appointed agent)
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?
MYes INO If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies). NATIONAL LIQUOR & WINE, 3501 W. NATIONAL AVE. MILLAURGEE WI S32
Is applicant agent subject to completion of the responsible beverage server training course? Yes
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?
Place of residence last year 1056 W Morning SIDE CN. THE CREEK WI STLEY
FOR MAL EXPRESS LLCC
(name of corporation/organization/limited liability company)
By: (signature of Officer/Member/Manager)
And: (signature of Officer/Member/Manager) MAY 1 3 2021
ACCEPTANCE BY AGENT CITY OF WEST ALLIS
I, HAWRECET SINGS , hereby accept this appointment as agent for the
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.
Manbroet dingh (signature of agent) (date) Agent's age
LOSS W MORNING SIDE CM. DAK COCCUR WI 53154 Date of birth &
APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.
Approved on by Title (date) (signature of proper local official) (town chair, village president, police chief)



FLOOR PLAN

-NEW APPLICANTS ONLY-

Name of Business MDL EXPYESS LLC (Name of Individual, Partners, Corporation or LLC)	
Address of Licensed Premises 8530 W. Greenfield Ave West Allis Wi-5321	4
Trade Name Express pantry	

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:

- 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.
- 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.
- 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
- Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.

MAY 1 3 2021 CITY OF WEST ALLIS



PLAN OF OPERATION

-NEW APPLICANTS ONLY-

		☐ Individual ☐ Corporation 💆 LLC ☐ Partnership
	1.	Name of Applicant NADL GRAPES UL (Individual, Corporation, LLC, Partnership)
	2.	Name Agent, If Applicable: MR. MANRACCI SINGLY
	3.	Trade Name: Excess Pany
	4.	Address of Licensed Premises: 8530 W CHOWNFELL AVE
	5.	Hours of Operation for the Premises:
		Hours Alcohol will be sold: 8:00 AM TO 9:00 PM
	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
		c. Food Sales (if applicable) 50 % d. Other lo % Lorre
	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):
		□ Banquet Hall □ Bowling Alley □ Café/Coffee Shop □ Lounge □ Convenience Store □ Corner Store □ Deli or Fast Food Restaurant □ Full Service Restaurant □ Gas Station □ Hotel □ Liquor Store □ Night Club □ Private/Fraternal Veteran's Club □ Sports Facility □ Supermarket □ Tavern □ Teen Club □ Other
SE	^I I D	ITY (attach additional sheets as necessary):
SE		Describe the proposed security provisions for off-street parking and loading areas:
	12.	None -
	13.	Number of security personnel expected to be on the premises: Sunday – Thursday
	14.	Security personnel responsibilities: - N/A -
	15.	Equipment used by security personnel:
	16.	Presence and location of security cameras (inside and outside):
		MONTORS INSIDE & STORE STORE STORES

Page 2
Plan of Operation

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:	
WASTE HOWARENEW	
20. The number and location of exterior and interior trash receptacles. Interior: BY CASH REGISTER, COTTER ARCA & KESTROOM	
Exterior: BY SIDE OF THE BUILDINGS.	
21. How will the exterior trash/littering be addressed?: ENFUYEES OWNERS WILL BE KEEPING GROWD CLEAN EVERY AND AS NOOTH	y.
22. How will the noise issues be address?	
MANAGER WILL BE APPROCHIOS CUSTOMER TO KREET NOICE DOWN	



Initials

Date Filed

OPERATOR'S LICENSE ADDENDUM ESTABLISHMENT LICENSE APPLICATION

City Clerk - License Division City Hall, 200 E. Wells St., Room 105 Milwaukee, WI 53202 (414) 286-2238 license@milwaukee.gov RECEIVED

MAY 1 3 2021

CITY OF WEST ALLIS CITY CLERK

To be completed by the individual, all partners, or the agent of a corporation/limited liability company:

Wisconsin State Statutes require that all new applicants complete a Responsible Beverage Server Training Course.

You do not need to take the course if you answer "yes" to of such:	one of the following questions and provide proof					
 Within the last 2 years have you held a bartender's Yes No 	license in the state of Wisconsin?					
2. Within the last 2 years have you held a Class "A" or Class "B" alcohol beverage license, or a Class "B" manager's license in the state of Wisconsin? Ves No						
 Within the last 2 years have you completed a Responsible Yes No 	onsible Beverage Server Training Course in the					
IF YOU ANSWERED NO TO ALL OF THE ABOVE QUESTION PROVIDED BY SUBMITTING YOUR COURSE OF						
	For course enrollment information, contact MATC at (414) 297-8370 or for similar approved courses see "Training" on the Wisconsin Department of Revenue's website at www.dor.state.wi.us .					
I understand that a license will not be issued without a copy of the course certificate or proof of the license held within the last two years being submitted to the License Division.						
	MANGERY SINOSY					
	Print Name of Individual/Partner/Agent					
	Manfreet Singh Signature of Individual/Partner/Agent					
	Signature of Individual/Partner/Agent					
Office Use Only						

Application #

Application for Cigarette and MUNICIPAL USE ONLY License Number **Tobacco Products Retail License** Period Covered Submit to municipal clerk. Date of Issuance Applicant's Wisconsin 15-digit Sales Tax Account Number ← This must be issued in the same Legal Name of the licensee below. Federal Employer Identification No. (FEIN) Legal Name (corporation, limited liability company, partnership or sole proprietorship) Trade or Business Name (if different than Legal Name) Telephone Number (414) 400-Rusiness Telephone Rusiness Located In Town (444) 43 Zip Code State 53214 GROWN FIRE Mailing Address (if different than Business Address) Municipality State Zip Code Organization (check one) Sole Proprietor Wisconsin Corporation - Enter date incorporated: Out-of-State Corporation - Are you registered to do business in Wisconsin? No Partnership Yes Other (describe) 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from No distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue? No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue wi.gov/dorforms/ctp-129.pdf.) 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products No from another retailer, including transferring existing stock to a new owner? 4. Does the applicant understand that they must provide employees with tobacco sales training approved No by the Wisconsin Department of Health Services? (https://witobaccocheck.org) 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)? 6. Does the applicant understand that they may not sell single cigarettes? 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products? 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on No the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin? through vending machine both Cigarettes / Tobacco will be sold over counter READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any por-tion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Man percet Augh OCorporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.



Clerk's Office 7525 W. Greenfield Avenue West Allis, WI 53214 (414) 302-8220 www.westalliswi.gov

ELECTRONIC SMOKING DEVICE SALES LICENSE

FEE \$100

	arged when NOT submitted with an alcohol license application. uly 1 or later shall be subject to a late fee of \$10 RECEIVED
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	ion will be mailed or emailed to information provided in this section.)
WI 15-digit Sales Tax Account Number	ion will be mailed or emailed to information provided in this section.)
Registered Business Name. Corporation or LLC	MAL Express lu
Registered Partnership Name	
Individual	
Federal Employer Identification No. (FEIN)	
Address of Entity	8530 W CREENFICTUD AVE
E-Mail Address	
Phone Number	414-453-7002
ABOUT THE BUSINESS:	
Business Name (d/b/a)	Exfress KANIM
Premises Address (where business is being conducted)	Exfress PANIMY 8530 W GREENFIELD AVE UBUR, GROCZY, LOTTERY
Type of Good Sold	USUER, GROCZY, LOTTERY
Business Phone Number	44.453-7002
SECTION I: INDIVIDUAL	
Name (first, middle, last, suffix)	
Address	
City and Zip	
Phone Number	
E-Mail Address	
Date of Birth	
Driver's License or State I.D.	5520-5409-2002-07

SECTION II: CORPORATION, LLC, OR PARTNERSHIP					
(List names and addresses of all m	nembers)				
Name of Member (first, middle, last, suffix)	MANRAGET SINGSH				
Address	1050 W. MORNIUS SIDE LU				
City and Zip	OMC COURCE WI SZISY				
Phone Number	414 400-8042				
E-Mail Address	,				
Date of Birth	01102/192				
Driver's License or State I.D.					
Name of Member (first, middle, last, suffix)					
Address					
City and Zip					
Phone Number					
E-Mail Address					
Date of Birth					
Driver's License or State I.D.					
Required Questions:					
Does the applicant know that a sale to Minors is Prohibited? No person shall, give, furnish,					
or cause to be sold, given, or furnished an electronic smoking device or electronic smoking device paraphernalia to a person less than 18 years of age					
Does the applicant understand that the licensed premises shall be conducted in an orderly					
manner, and no disorderly, riotous, or indecent conduct shall be allowed at the licensed					
premises?					
Does the applicant understand that the licensee shall comply with all other provisions of the ordinances of the City of West Allis and the laws of the State of Wisconsin?					
	ne transfer of license is prohibited to another person or				
premises?					
Posting of License. Does the applicant understand that the license shall be displayed at all times in plain view of the public on the licensed premises?					
Electronic Smokes Device will be sold Over the Counter Vending Machine Both					

RECEIVED

MAY 1 3 2021

CITY OF WEST ALLIS CITY CLERK

RECEIVED

MAY 1 3 2021

LEASE AGREEMENT

CITY OF WEST ALLIS

June -15

THIS LEASE AGREEMENT ("Lease") dated May ____, 2021, is by and between SUDHA & RAJ DEEP, INC., a Wisconsin Corporation ("Landlord") and MDL EXPRESS, LLC, a Wisconsin Limited Liability Company ("Tenant") and MANPREET SINGH ("Guarantor").

IT IS AGREED AS FOLLOWS:

1. DEMISE.

Landlord does hereby lease to Tenant and Tenant hereby rents the premises (the "Premises") located at 8530 W. Greenfield Avenue, West Allis, Wisconsin, consisting of land, building and site improvements and equipment. All personal property and equipment owned by Landlord and located in or on the Premises and to be used by Tenant is identified on Exhibit A attached hereto ("Equipment").

2. TERM.

The term of this Lease shall be for a period of five (5) years, commencing on June 4, 2021 (the "Commencement Date") and ending at midnight on May 31, 2026 (the "Lease Term"). The Commencement Date may be extended seven (7) days to June 11, 2021, if Tenant has not received its Class A liquor license.

3. RENEWAL TERM.

Tenant shall have the option to extend the Lease Term for two (2) additional five year terms ("Renewal Term"), which shall commence immediately following the expiration of the Initial Lease Term, all upon the same terms and conditions as set forth in this Lease, except that Minimum Rent payable during the Renewal Terms shall be increased at the rate of 2.0% per year over the prior year's rent. Tenant may exercise its option to extend the Lease Term for the Renewal Terms by notifying Landlord of its intention to do so at least ninety (90) days prior to the expiration of the Initial Lease Term and ninety (90) days prior to the expiration of the First Renewal Term. If Tenant fails to give the required written notice to extend the Lease Term, the options herein granted Tenant shall be null and void and this Lease shall expire at the end of the Initial Term or any Renewal Term, as the case may be. It shall be a condition of Tenant's right to exercise its renewal options that there is not in existence an Event of Default either at the time of Tenant's exercise of its option or at the time that the Renewal Term is scheduled to commence; provided that Landlord may waive this condition at its sole discretion, and this condition may not be used by Tenant to negate the effectiveness of Tenant's exercise of its renewal option. The phrase "Lease Term" shall mean both the Initial Lease Term and the Renewal Term, if applicable.

4. MINIMUM RENT.

A Minimum Rent for the Premises for the Lease Term, shall be payable in equal monthly installments as follows:

Rental Period	Minimum Monthly Rent	Minimum Annual Rent
6/4/2021 - 5/31/2022	\$4,300.00	\$51,600.00
6/1/2022 - 5/31/2023	\$4,386.00	\$52,632.00
6/1/2023 - 5/31/2024	\$4,473.72	\$53,684.64
6/1/2024 - 5/31/2025	\$4,563.19	\$54,758.28
6/1/2025 - 5/31/2026	\$4,654.45	\$55,853.40

All Rent shall be payable on the first day of each month in advance without demand. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

- B. <u>Place of Payment.</u> All such Rent shall be paid to Landlord at ______, or at such other place as Landlord may designate from time to time, in writing addressed to Tenant.
- C. <u>Late Charge</u>. Tenant hereby acknowledges that any late payment by Tenant of Minimum Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease. Therefore, if any installment of Minimum Rent or any other sum due from Tenant is not received by Landlord within five (5) days after such amount is due, Tenant shall pay to Landlord a late charge equal to the sum of \$100.00, and this late payment penalty shall be made with the late rental payment or the late payment of other sums due. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount or prevent Landlord from exercising any other right or remedy available to Landlord.
- D. <u>Security Deposit</u>. Tenant has deposited with Landlord the sum of Five Thousand Dollars (\$5,000.00) as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay Minimum Rent or other charges due hereunder or otherwise defaults with respect to any provision of the Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any Minimum Rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount herein above stated and

Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Lease Term hereof, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said deposit.

E. Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Premises for accountability for any security deposit received by Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to said security deposit.

5. LEASEHOLD IMPROVEMENTS - NONE

6. PERMITTED USE AND ACCEPTANCE OF PREMISES.

- A. Tenant covenants that the Premises will be used for a liquor store business and related purposes (the "Permitted Use") and for no other use or purpose. Tenant further covenants that the Premises will not be used or occupied for any unlawful purposes. Tenant agrees to and shall use the Premises and Equipment solely for the purpose of conducting the Permitted Use and for no other business or purpose.
- B. Tenant has thoroughly examined and inspected the Premises and Equipment, is fully aware of all zoning regulations and ordinances, and all covenants, reservations and restrictions affecting same, and agrees to lease and occupy the Premises and use the Equipment on an "as-is" basis with all defects subject to Landlord's completing all work identified in Section 5 (A) above. Landlord makes no representations and warranties as to the condition of the Premises or the use to which it may be put.
- C. Tenant shall, at its sole cost and expense, comply with all ordinances, laws, rules, regulations and requirements of county, municipal, state and federal governmental authorities now in force or hereafter enforced pertaining to Tenant's specific use of the Premises

7. REAL ESTATE TAXES AND INSURANCE.

A. Taxes.

- (1) Landlord shall pay, in the first instance, all Taxes (as hereinafter assigned) to pay the levied or assessed by any lawful authority against the Premises. Tenant shall pay for all such Taxes during the Lease Term and any Renewal Term as set forth in Paragraph 7(C) below.
- (2)As used herein, the term "Taxes" shall mean real estate taxes, personal property taxes, assessments (whether they be general or special) water and sewer rates and charges, fire protection charges, transit and transit district taxes, taxes based upon the receipt of Base Rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Premises. Notwithstanding anything in the foregoing to the contrary, if any special assessment is levied against the Premises and such assessment is capable of being paid on an installment basis, then Landlord shall elect the available installment term and Tenant's obligation for such special assessment shall be the payment of the installment and accrued interest, becoming due and payable during each year of the Lease Term/or any Renewal Term.
- (3) Upon Tenant's request, Landlord shall use commercially reasonable efforts to protest any proposed increase of the real estate taxes assessed against the Premises. Tenant shall pay all costs incurred by Landlord for any such protest, including, but not limited to appraisal fees and attorney fees. Tenant shall pay said costs within thirty (30) days of receipt of a copy of any bill or invoice charged to Landlord for such protest.
- B. <u>Insurance.</u> Landlord and Tenant shall, during the entire Lease Term/Renewal Term, be responsible for providing and paying for property and liability insurance for the Premises during the Lease Term. Landlord and Tenant shall, during the Term or any Renewal Term, keep in full force and effect the policies of insurance described in Paragraphs 11(A) and 11(B) below, respectively. Tenant shall pay Landlord the cost for the insurance paid by Landlord, as set forth in Paragraph 7(C) below.
- C. <u>Additional Rent.</u> As Additional Rent, Tenant shall pay $1/12^{th}$ of the estimated cost for the taxes, insurance and sewer and water which are currently estimated to be Seven Hundred Dollars (\$700.00) per month. Said sum shall be paid on the first day of each month commencing June 4, 2021, and continuing on the 1st day of each month thereafter through May 31, 2026, and through a Renewal Option, if any. Tenant shall pay to Landlord

the Additional Rent at the same time and place as the Minimum Rent is to be paid pursuant to Paragraph 4, above. The amount of the Additional Rent shall be adjusted on January 1 of each year during the Lease Term based upon the prior years real estate tax bill, insurance premium costs and sewer and water bill. Landlord will notify Tenant in writing of the adjusted Additional Rent. If the estimated monthly tax, insurance premium payments and sewer and water costs received by Landlord from Tenant as set forth herein are insufficient to pay the real estate tax bill, the insurance premium and the sewer and water cost when same comes due, Landlord shall so notify Tenant of the deficit and Tenant shall pay the deficit to Landlord within ten (10) days of receipt of such notice of deficit.

8. REPAIRS, MAINTENANCE AND REPLACEMENT.

- A. Except as set forth in Paragraph 8B below, Tenant shall keep, maintain and preserve the Premises in the condition as existed on the Commencement Date, normal wear and tear and damage by casualty not caused by Tenant excepted. Tenant at its sole cost and expense will provide for the repair, maintenance and replacement of parts and equipment, as needed, for the following: i) all interior components of the Premises; ii) heating, air conditioning and ventilating equipment and fixtures; iii) plumbing equipment, lines and fixtures, including but not limited to fire sprinkler and fire control systems; iv) electrical equipment, lines and fixtures; v) all ingress-egress doors; vi) parking lots and sidewalks; viii) all plate glass; ix) all utility lines and services; x) all preventative maintenance to the interior of the Premises; xi) interior and non-structural exterior components; xii) landscaping; xiii) roof; xiv) any damage to the Premises caused by the negligence, act or omission of Tenant, its employees, agents, guests or invitees during the Lease Term; xv) comply with all rules, regulations and ordinances of the City of West Allis and Milwaukee County, rules and regulations and laws of the State of Wisconsin, and any and all laws, rules and regulations of any governmental authority applicable to the Premises or required of either Landlord or Tenant relative to the repair or maintenance of, or in the Premises; xvi) removal of ice and snow from the sidewalk and parking lot; xvii) maintain the parking lot in a first class condition; and xviii) repair and replace all damaged Equipment.
- B. Landlord shall make all repairs to the exterior structural components of the Building, which would include the walls, floors, bearing walls and foundation, except for those repairs or replacements caused by the negligence, acts or omissions of Tenant, Tenant's agents, employees, guests, invitees or contractors.
- C. At all times during the Lease Term or any Renewal Term Tenant shall be responsible for notifying Landlord timely regarding any roof replacement, HVAC replacement or parking lot replacement requirement. In addition,

Tenant shall obtain and receive two (2) bids for any such needed replacement to the roof, HVAC system and/or parking lot and shall submit same to Landlord for Landlord's approval. Upon approval, Tenant shall be obligated to supervise such work to be sure that the work is completed in a satisfactory condition. Notwithstanding any language to the contrary contained in this Section or in this Lease, the cost to replace the roof, HVAC system or parking lot shall be paid in full by Tenant.

- D. Notwithstanding any language to the contrary contained in this Paragraph 8, any structural changes or modifications to the Building, subsequent to the date of this Lease, required by a change in any code, regulation or law of the City of West Allis or the State of Wisconsin shall be charged as an expense to Tenant, subject to the terms of Section 6 (C) above.
- E. Tenant shall not discard, remove or replace any of the Equipment from the Premises without Landlord's prior consent. If Tenant so removes any of said Equipment without Landlord's consent, then any replacement equipment shall be the property of Landlord and must be the same design and quality of the replaced Equipment. Such determination to be made at Landlord's sole discretion.

9. SORTING AND SEPARATION OF REFUSE AND TRASH.

- A. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Landlord. Such separate receptacles may, at Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law.
- B. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 9 and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims and suits arising from Tenant's non-compliance utilizing counsel reasonably satisfactory to Landlord.

10. HAZARDOUS WASTE.

The term "Hazardous Substances," as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any

"Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that i) no activity will be conducted on the Premises that will produce any Hazardous Substance, ii) the Premises will not be used in any manner for the storage of any Hazardous Substances, any type; (iii) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and iv) Tenant will not permit any Hazardous Substances to be brought onto the Premises. If at any time during or after the Lease Term or any Renewal Term, Hazardous Substances introduced by Tenant to the Premises are found to have contaminated the Premises or Building, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees, from all claims, demands, actions, liabilities, costs, expenses, damages (actual or punitive) and obligations of any nature arising from or as a result of the contamination of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

11. INSURANCE.

- A. <u>Insurance By Landlord.</u> Landlord shall, during the Lease Term, procure and keep in force the following insurance, at Tenant's expense which shall be payable in accordance with Section 7 above:
 - (1) <u>Property Insurance.</u> Property insurance on the Premises and all improvements in full replacement value, including, without limitation, coverage for sprinkler damage, vandalism, and malicious mischief. Such insurance shall not cover Tenant's quipment, trade fixtures, inventory, fixtures or personal property located on or in the Premises;
 - (2) <u>Liability Insurance.</u> Commercial general liability insurance against any and all claims for bodily injury, death or property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) per occurrence per location, with a Three Million Dollar (\$3,000,000.00) aggregate limit; and
- B. <u>Insurance By Tenant.</u> Tenant shall, during the Lease Term, procure and keep in force at Tenant's expense the following insurance:
 - (1) <u>Personal Property Insurance</u>. Insurance on Tenant's personal property and on all Equipment, including, without limitation, coverage for sprinkler damage, vandalism, and malicious mischief, on all equipment, trade fixtures, inventory, tenant improvements and betterments and personal property located on or in the Premises,

- including tenant improvements and betterments hereinafter constructed or installed on the Premises. Such insurance shall be in an amount equal to the full replacement cost of the aggregate of the foregoing and contain commercially reasonable deductibles.
- (2)Liability Insurance. Public liability, bodily injury and property damage comprehensive insurance coverage insuring against claims of any and all personal injury, death or damage occurring in or about the Premises or the sidewalks adjacent thereto, with a combined single limit coverage of not less than \$2,000,000.00 on an "occurrence" form and including contractual liability coverage of the performance by Tenant of the indemnity agreements set forth in Article 11. Tenant's Insurance shall be issued by an insurance company of recognized standing, authorized to do business in the State of Wisconsin and having a Best's Insurance Guide rating of at least A-XV and satisfactory to Landlord. Tenant's Insurance (other than any policy of workmen's compensation insurance) will name Landlord as an additional insured. Original or copies of original policies (together with copies of the endorsements naming Landlord as an additional insured) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to the Commencement Date and on each anniversary thereof. All public liability and property damage liability policies maintained by Tenant will contain a provision that Landlord will be entitled to recover under such policies for any loss sustained by them, their agents and employees as a result of the acts, negligence or omissions of Tenant. Tenant's Insurance will provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord. All public liability property damage, liability and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not supplemental to coverage that Landlord may carry.
- (3) Other. Such other insurance as required by law, including, without limitation, workers' compensation insurance.
- C. Failure By Tenant To Obtain Insurance. If Tenant does not maintain the insurance required pursuant to Section 11(B) or keep the same in full force and effect, Landlord may, but shall not be obligated to, take out the necessary insurance and pay the premium therefor, and Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including reasonable attorneys' fees) and damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to

the amount of the premiums thereon.

D. <u>Subrogation</u>. In the event of loss or damage to the Premises, each party will look first to any insurance in its favor before making any claim against the other party. In addition, each party, its agents, employees or guests, to the extent permitted, for itself and its insurers waives such insurer's subrogation rights and other claims against the other party, but only to extent of insurance proceeds received.

12. DAMAGE OR RESTORATION.

In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, Landlord shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) to substantially the same condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the control of Landlord; provided, however, that in no event shall Landlord be obligated to incur any costs or expenses in connection with such restoration in excess of the insurance proceeds realized by Landlord. If Landlord does not substantially complete such repairs within one hundred fifty (150) days from the date of such casualty, Tenant may, within thirty (30) days thereafter, terminate this Lease effective as of the date of casualty by providing written notice thereof to Landlord. If Tenant does not so terminate the Lease within such 30-day period, or if Landlord has substantially completed the repairs prior to Tenant's delivery of the notice, this Lease shall remain in full force and effect. To the extent that the Premises are rendered untenantable, the Minimum Rent shall proportionately abate; provided, however, that if the damage is so extensive that Tenant cannot reasonably operate its business from the Premises, the entire rent shall abate until Landlord substantially completes the repairs. If the Premises are damaged to such an extent that Landlord shall, in Landlord's sole discretion, determine not to rebuild or repair, Landlord may terminate this Lease upon written notice thereof to Tenant within sixty (60) days of the date of such damage, in which event this Lease shall terminate as of the date of such damage, Rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

13. INDEMNIFICATION.

Tenant shall indemnify, hold harmless, and defend Landlord against all claims, loses or liabilities for injury or death to any person or for damage to or loss of use of any property arising out of any occurrence in, on or about the Premises however caused. Such indemnification shall include and apply to attorneys' fees, investigation costs, and other costs actually incurred by Landlord. Tenant shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's breach or default in the performance of any and all obligations on Tenant's part to be performed under the terms of this Lease. The provisions of this Section 13 shall survive Lease termination with respect to any damage, injury death, breach or default occurring prior to such

termination. It is the intention and agreement that Landlord shall not be liable for any personal injuries or damage to Tenant, its agents or employees, invitees, trespassers, or to any other persons or to any occupant of any part of the Premises, or for any injury or damage to any goods, wares, merchandise equipment or property of Tenant, or of any subtenant, or of any occupant of any part of the Premises, irrespective of how the same may be caused, whether from action of the elements or acts of negligence of the owner or occupants of the adjacent properties.

14. ASSIGNMENT AND SUBLETTING.

- A. Tenant may not assign, transfer or otherwise sub-let this Lease to any person. firm or corporation without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord should consent to an assignment, no such assignment, sublease or transfer shall act as a release of Tenant from any of the obligations and agreements on their part to be kept and performed hereunder. Any assignment, sublease or transfer without the prior written consent of Landlord shall be null and void. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with any laws, rules and regulations of any governmental authority required of either Landlord or Tenant and such approval shall create no responsibility or liability on the part of Landlord for any non-compliance with laws, rules and regulations of any governmental authority. In the case of a sublease, the instrument shall expressly state that it is, and shall remain, at all times subject and subordinate to this Lease and all of the terms, covenants and agreements contained in this Lease. No such assignment or sublease instrument shall expressly or by implication impose upon Landlord any duties or obligations or alter the provisions of this Lease.
- B. Request for consent to assign Tenant's interest or to sublease the Premises shall be accompanied by a statement setting forth the name of the prospective assignee or sublessee, the financial details of the assignment or sublease (i.e., the rental and security deposit), the term, other relevant information concerning the proposed assignee or sublessee. Landlord shall have the right within ten (10) days after receipt of such written request from Tenant to (i) withhold consent to the assignment or sublease, provided such withholding is reasonable, or (ii) consent to such sublease or assignment, or (iii) terminate this Lease, effective as of the commencement date of the term of such sublease or the effective date of such assignment, provided Landlord shall have concurrently entered into a direct lease with such proposed assignee or sublessee. If Landlord elects to so terminate the Lease, then this Lease shall be canceled and terminated as of the effective date of such direct lease and Tenant shall be released from all obligations set forth herein.

15. CARE OF PREMISES AND EQUIPMENT.

Tenant further covenants and agrees that during the Lease Term it will keep the Premises and Equipment and every part thereof in a clean, orderly and good condition and that it will in all respects, at all times and at its own expense duly comply with all applicable health and police regulations and also that it will keep all improvements at any time situated upon the Premises safe and secure to the lawful and valid requirements applicable thereto.

16. ALTERATIONS BY TENANT.

- A. Tenant is hereby given the opportunity, at its sole cost and expense, at any time during the Lease Term or Renewal Term, to make any new alterations or improvements to the interior of the Premises which Tenant may deem necessary or desirable for its purposes; provided, however, that no new alterations or improvements shall be made without the prior written approval of Landlord. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with any laws, rules and regulations of governmental agencies or authorities.
- B. All work herein permitted shall be done and completed by Tenant in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Tenant agrees to indemnify Landlord against all mechanics' or other liens arising out of any of such work, and also against any and all claims for damages or injury which may occur during the course of any such work. Landlord reserves the right to require Tenant to post a surety bond or other security until satisfactory completion of work, other than the work identified in Section 5 above, to be performed where a particular single alteration exceeds One Thousand Dollars (\$1,000.00) in cost. Landlord agrees to join with Tenant in applying for all permits necessary to be secured from governmental authorities and to promptly execute such consents as such authorities may require in connection with any of the foregoing work.
- C. Landlord may require that Tenant remove any or all new alterations or improvements at the expiration of the Lease Term, and restore the Premises to their condition at the time of commencement, provided however, that Landlord must so advise Tenant of such requirement at the time of Tenant's request for approval of such new improvements. Unless Landlord requires their removal, all new alterations and improvements which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term. Tenant shall repair any damage to the Premises caused by the installation or removal of Tenant's trade fixtures, furnishings and equipment.

17. CONDEMNATION.

- A. If the Premises shall be wholly taken by exercise of right of eminent domain, or if such of the Premises shall be condemned so as to render the Premises unsuitable for the business of Tenant (as determined in Tenant's reasonable discretion), then this Lease shall terminate from the day the possession of the whole of the Premises shall be required under the exercise of such power of eminent domain. Any award for the taking of all or part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord. Tenant reserves such separate rights as it may have against the condemning authority to claim damages for loss of its trade fixtures and the cost of removal and relocation expenses.
- B. If such part of the Premises shall be condemned which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of the condemnation, less the portion lost by condemnation, and the Minimum Rent payable hereunder shall be reduced in the proportion that the remaining area of the Premises bears to the original area of the Premises leased hereunder. If the parties are unable to agree upon the amount of the reduction in Minimum Rent within seven (7) days from the date of the condemnation, then it shall be arrived at by arbitration, each party to select an arbitrator and if the two arbitrators are unable to agree they shall select a third arbitrator and the three arbitrators decision shall be limited to the insurance proceeds received.

18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

Tenant shall, upon the written request of Landlord, agree to the A. subordination and attornment of this Lease and the lien of this Lease hereof to the lien of any present or future mortgage, renewal or extension upon the Premises irrespective of time of execution or the time of recording of any such mortgage. Tenant shall execute the Subordination and Attornment Agreement form required by Landlord's mortgagee. In the event Tenant has not executed such instruments within seven (7) days from receipt of same, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant will full power and authority to execute and deliver in the name of Tenant, such instrument of subordination. Notwithstanding the foregoing, in connection with any subordination hereunder, every such mortgage and subordination agreement shall recognize the validity of this Lease, and Tenant's right of possession and right to use under this Lease, in and to the Premises, unless and until Tenant shall breach any of the provisions of this Lease, and such breach shall continue after the expiration of any applicable cure period herein, and this Lease or Tenant's right to possession shall have

been terminated in accordance with the provisions of this Lease. The word "mortgage" as used herein includes mortgages, and any sale-leaseback transactions, or other similar instruments, and modifications, extensions, renewals, and replacements thereof, and any and all advances thereunder.

- B. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises, or this Lease, or if the Premises comes into the hands of a mortgagee, or any other person whether because of the mortgage foreclosure, exercise of a power of sale under a mortgage, or otherwise, attorn to the purchaser or such mortgagee, or other person, and recognize the same as Landlord hereunder, provided any such mortgagee or other person expressly acknowledges Tenant's right under this Lease. Provided Tenant is given seven (7) day written notice. Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgagee or other person to be executed, containing such provisions as such mortgagee or other person requires as long as such provisions comport with this Section 18B. In the event Tenant has not executed such instruments within fourteen (14) days from receipt of same. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant, such instrument of attornment.
- C. Within seven (7) days after Landlord's request, Tenant shall deliver, executed in recordable form, an estoppel certificate or other declaration to any person designated by Landlord: 1) ratifying this Lease; 2) stating the commencement and termination dates; and, 3) certifying i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated), ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), iii) no defenses or offsets against the enforcement of this Lease by Landlord exists (or stating those claimed); iv) advance rent, if any, paid by Tenant; v) the date to which rent has been paid; vi) the amount of security deposited with Landlord; 4) and providing recent financing statements of the Tenant, and such other information as Landlord or their mortgagee reasonably requires (subject to the execution of a reasonable nondisclosure agreement). Persons receiving such statements shall be entitled to rely upon them. In the event Tenant has not executed such instruments within fourteen (14) days from receipt of same. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant, such instrument of estoppel certificate.

19. INTENTIONALLY OMITTED.

20. ACCESS TO PREMISES.

Landlord and its authorized agents shall have a right of access to said Premises at any and all reasonable times after forty-eight (48) hours notice to Tenant (except for emergencies) to inspect the same and for the purposes pertaining to the rights of Landlord and to show the Premises to a prospective tenant or buyer.

21. COMPLIANCE WITH LAWS.

Tenant, at Tenant's sole expense, shall comply with all laws, rules and orders, ordinances, directions, regulations and requirements of federal, state, county, and municipal authorities now in force of which may hereinafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, possession or Tenant's alteration of the Premises. Notwithstanding anything in the foregoing or elsewhere in this Lease to the contrary, if any law of general applicability to buildings such as the buildings and improvements on the Premises is hereafter promulgated and/or enforced, which requires alteration to the building and improvements, such alteration shall be deemed an obligation of Tenant. Tenant shall pay all cost of any such alteration.

22. COVENANTS OF RIGHT TO LEASE.

Landlord covenants that it has good and sufficient right to enter into this Lease and that it alone has full right to lease the Premises to Tenant for the Lease Term. Landlord further covenants that upon performing the terms and obligations of Tenant under this Lease, Tenant will have quiet enjoyment throughout the Lease Term and any renewal or extension thereof.

23. MECHANICS' LIENS.

Tenant covenants and agrees to do all things necessary to prevent the filing of any mechanics' or other liens against the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have supplied to Tenant, or anyone holding the Premises or any part thereof, through or under Tenant. If any such lien shall at any time be filed against Tenant's interest in the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after Tenant's receipt of notice of the filing of same, or, if Tenant, at Tenant's discretion and in good faith, determines that such lien should be contested, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against Tenant's interest in the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law or that Tenant has authority to act as agent of Landlord with regard to contracting for any such work. Tenant further agrees to

hold the Landlord harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Tenant's occupancy of the Premises.

24. EXPIRATION OF LEASE AND SURRENDER OF POSSESSION.

- A. Holding Over. Tenant will, at the termination of this Lease by lapse of time, or by default yield up possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then such holding over constitutes the creation of a month-to-month tenancy, upon the terms and conditions set forth in this Lease, except during the hold over period Tenant shall pay Landlord double the amount of the monthly rate of Rent and other charges payable by Tenant under this Lease during any calendar month of the hold over period. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this Paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.
- B. <u>Surrender.</u> Upon the expiration or earlier termination of this Lease, by lapse of time or otherwise, any and all improvements or additions erected in or on said Premises by Tenant and said improvements and additions shall be and become the property of Landlord without any payment therefor and Tenant shall surrender said Premises, together with all improvements thereon, whether erected by Tenant or Landlord, ordinary wear and tear and damage by fire or other casualty excepted.
- C. <u>Tenant's Equipment</u>. Tenant may install adequate equipment, in addition to the Equipment for the carrying on its business and upon the termination of this Lease by lapse of time or otherwise, provided all Rents and other amounts that may be due and owing to Landlord have been paid in full and the provisions of this Lease complied with, Tenant may remove such equipment, fixtures and machinery installed by it at Tenant's cost. However, upon removal of such equipment, fixtures and machinery, Tenant shall also repair any damage caused by such removal or installation.

25. DEFAULT-REMEDIES.

- A. The occurrence of one or more of the following events shall constitute a material default and breach of this Lease by Tenant:
 - (1) Failure of Landlord to receive any payment of any Rent from Tenant herein agreed to be paid or any other payment required to be made by Tenant hereunder, as and when due, within five (5) days after its

- due date. Tenant hereby waives any right to receive written notice of any monetary default. Time is of the essence regarding all payments due herein:
- (2) The making by Tenant of any assignment or arrangement for the benefit of creditors;
- (3) The filing by Tenant of a petition in bankruptcy or for any other relief under the Federal Bankruptcy Law or any other applicable statute:
- (4) The levying of an attachment, execution of other judicial seizure upon Tenant's property in or interest under this Lease, which is not satisfied or released or the enforcement thereof stayed or superseded by an appropriate proceeding within thirty (30) days thereafter;
- (5) The filing of an involuntary petition in bankruptcy or for reorganization or arrangement under the Federal bankruptcy Law against Tenant and such involuntary petition is not withdrawn, dismissed, stayed or discharged within sixty (60) days from the filing thereof:
- (6) The appointment of a receiver or trustee to take possession of the property of Tenant or of Tenant's business or assets and the order or decree appointing such receiver or Trustee shall have remained in force undischarged or unstayed for thirty (30) days after the entry of such order or decree:
- (7) The failure by Tenant to substantially perform or observe any other term, covenant, agreement or condition to be performed or kept by Tenant under the terms, conditions, or provisions of this Lease, which failure shall continue uncorrected for ten (10) days after written notice thereof has been given by Landlord to Tenant.
- (8) The failure of Tenant to maintain, in good standing with the City of West Allis, all licenses and permits necessary to operate all phases of the Permitted Use including but not limited to the: (i) Class A Liquor license; (ii) Cigarette license (collectively "Licenses") and such failure continues for a period of five (5) calendar days, then Landlord may declare Tenant to be in default and Landlord shall have the right to re-enter the Premises and take possession of the Premises, Equipment and Licenses and change the locks without first engaging in any judicial process.
- B. In the event of a default by Tenant, Landlord shall have the right, at the option of Landlord, then or at any time thereafter while such default or

defaults shall continue, to elect either (i) to cure such default or defaults at its own expense and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at the "default rate" specified below to be and become Additional Rent to be paid by Tenant with the next installment of Minimum Rent falling due thereafter; or (ii) to re-enter the Premises, without written notice and without judicial process, and dispossess Tenant and anyone claiming under Tenant and remove their effects, change the locks and take complete possession of the Premises, Equipment and Licenses and declare this Lease forfeited and the Lease Term ended. In such re-entry the Landlord may remove all persons from the Premises, and Tenant hereby covenants in such event, for itself and all others occupying the Premises under Tenant, to peacefully yield up and surrender the Premises, Equipment and Licenses to Landlord. Should Landlord declare this Lease forfeited and the Lease Term ended, Landlord shall be entitled to recover from Tenant the Base Rent and all other sums due and owing by Tenant to the date of termination, plus the costs of curing all of Tenant's defaults existing at or prior to the date of termination, plus the cost of recovering possession of the Premises, Equipment and Licenses, plus the deficiency, if any, between Tenant's Minimum Rent for the balance of the Lease Term provided hereunder and the Rent obtained by Landlord under another lease for the Premises for the balance of the Lease Term remaining under this Lease. Landlord shall use reasonable efforts to rent the Premises with or without advertising, and on reasonable terms available for the remainder of the Lease Term hereof, or for such longer or shorter period as Landlord shall deem advisable. Tenant shall remain liable for payments of all Minimum Rent and other charges and costs imposed on Tenant herein, in the amounts, at times and upon the conditions as herein provided, but Landlord shall credit against such liability of Tenant all amounts received by Landlord from such reletting after first reimbursing itself or all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for reletting, and reletting the Premises, and for the payment of any reasonable procurement fee or commission paid to obtain another tenant, and for the attorneys' fees and legal costs incurred by Landlord. Landlord shall reimburse Tenant for Tenant's actual cost of inventory, subject to Landlord's right to off-set said inventory cost against all monies due Landlord as set forth herein

26. RE-ENTRY BY LANDLORD.

No re-entry by Landlord or any action brought by Landlord to oust Tenant from the Premises shall operate to terminate this Lease unless Landlord shall have given written notice of termination to Tenant, in which event Tenant's liability shall be as above provided. No right or remedy granted to Landlord herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or equity

or by statute. In the event of termination of this Lease, Tenant waives any and all rights to redeem the Premises either given by any statute now in effect or hereafter enacted.

27. ADDITIONAL RIGHTS.

- A. In addition to any and all other remedies, either party may restrain any threatened breach of any covenant, condition or agreement herein contained. The mention herein of any particular remedy or right shall not preclude any other remedy or right available at law or equity, or by virtue of some other provision of this Lease; nor shall the consent to one act, which would otherwise be a violation or waiver of or redress for one violation either of covenant, promise, agreement, undertaking or condition, prevent a subsequent act which would originally have constituted a violation from having all the force and effect of any original violation.
- B. Receipt by Landlord of Minimum Rent or other payments from Tenant shall not be deemed to operate as a waiver of any rights of the Landlord to enforce payment of any Minimum Rent, Additional Rent, or other payments previously due or which may thereafter become due, or of any rights of Landlord to terminate this Lease or to exercise any remedy or right which otherwise might be available to Landlord; the right of Landlord to declare a forfeiture for each and every breach of this Lease is a continuing one for the life of this Lease.

28. SUCCESSORS, ASSIGNS AND LIABILITY.

The terms, covenants, conditions and agreements herein contained and as the same may from time to time hereafter be supplemented, modified or amended, shall apply to, bind, and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, respectively. In the event either now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such person, firms and/or corporations shall be jointly and severally liable as parties hereunder.

29. NOTICES.

All notices required under this Lease shall be in writing and shall be deemed to be properly served when posted by certified United States mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier addressed to the party to whom directed at the address herein set forth or at such other address as may be from time to time designated in writing by the party changing such address or by email.

LANDLORD:

Sudha & Raj Deep, Inc. Attention: Pravinkumar Patel 13735 West Prairie Lane New Berlin, WI 53151 Email: ppravin@ymail.com

TENANT:

MDL Express, LLC Attention: Manpreet Singh 8530 W. Greenfield Avenue West Allis, WI 53214

Email: singhmp752@gmail.com

30. RIGHT OF OPTION TO PURCHASE

The Landlord does hereby give to Tenant, conditioned upon Tenant not being in default of any terms and conditions of the Initial Lease at the time of the exercise of this option, the option to close on the purchase of the Premises and Equipment on or before May 31, 2024 ("Option to Purchase").

Notice of the intention to exercise the Option to Purchase shall be served upon Landlord on or before February 28, 2024, either by personal delivery or by certified mail addressed to Landlord or by email. Within ten (10) days of the date such notice is so served, Landlord shall, at its cost, furnish an owner's policy of title insurance equal to the purchase price written any licensed insurance company of Landlord's choice, showing title as called from by this Agreement.

The closing of the purchase of the Property shall be consummated and the conveyance made on or before May 31, 2024, and conveyance shall be made by Warranty Deed by Landlord to Tenant free and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants, all Exceptions in the title commitment accepted by Tenant and the general taxes levied in the year of closing. Cost of the title insurance shall be paid by Landlord.

There shall be no prorations other than rent. Landlord shall pay the Wisconsin Transfer Tax Fee.

The purchase price shall be \$700,000.00.

This Option to Purchase the Premises and Equipment is exclusive to Tenant and shall not be assigned without Landlord's written consent.

The Premises and Equipment shall be purchased in its "as-is" condition with all faults and defects.

Time is of the essence regarding notice and closing.

Should Tenant fail to exercise this Option to Purchase within the times herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered and this Option to Purchase shall be terminated.

31. UTILITIES.

Commencing on the Commencement Date and at all times during the Lease Term and Renewal Terms, Tenant covenants and agrees to pay, prior to delinquency, the costs and charges for all utilities, including but not limited to gas, electricity, cable and communication utilities, water and sewer used and consumed by Tenant, its employees, agents, servants, customers, guests and other invitees in the Premises, and to the extent possible shall contract for the same in its own name and on separate meters. Throughout the duration of Tenant's occupancy of the Premises, Tenant shall keep meters and installation equipment in good working order and repair at Tenant's sole cost and expense; failure to do so may allow Landlord to cause such meters and equipment to be replaced or repaired, and collect the cost thereof from Tenant as Additional Rent.

32. MISCELLANEOUS.

- A. In the event that Tenant desires to store or maintain the type or character of goods or materials in the Premises which cause an increase in insurance premiums, Tenant shall first obtain the written consent of Landlord and Tenant shall reimburse Landlord for any increase in premiums caused thereby.
- B. If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.
- C. This Agreement contains the entire Lease contract between the parties hereto. A short form of this Lease, for the purpose of recording, may be executed by the parties simultaneously herewith and if either party desires to record this Lease, the short form shall be used for that purpose.
- D. The parties executing this Lease warrant that this Agreement is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution of its Board of Directors.
- E. Unless the context clearly denotes the contrary, the word "Rent" or "Rental" as used in this Lease not only includes cash Rent, but also all other payments and obligations to pay assumed by the Tenant, whether such obligations to pay run to the Landlord or to other parties.

33. DEFAULT RATE OF INTEREST.

All amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest from the date due until paid at a rate which is ten percent (4%) per annum.

34. CONFIDENTIALITY.

Tenant agrees that this Lease will be kept confidential and shall not, without Landlord's prior written consent, be disclosed by the Tenant or by its agents, representatives and employees who have a need to know and who are informed by Tenant of the confidential nature of this Lease.

35. SURRENDER OF LICENSE.

The Class A Liquor License and the Cigarette License (the "Licenses") are critical to the operation of the liquor store business on the Premises. Tenant shall not, at any time during the Lease Term or a Renewal Term, nor at any time subsequent to the expiration of the Lease Term or a Renewal Term, nor at any time Landlord shall terminate this Lease resulting from a default on the part of the Tenant, transfer any of said Licenses to a location different from the Premises or transfer said Licenses to any person or entity other than Landlord, it being understood that Tenant shall be required to surrender the Licenses to the City of West Allis, thereby allowing Landlord or its assigns to take possession of the Licenses and to reapply for said Licenses to operate the liquor store business on the Premises. If necessary, Tenant shall cooperate with Landlord in assisting Landlord or its assigns with such application. If Tenant, at any time, should attempt to transfer or assign the Licenses to any other person or entity and/or any other location, which results in Landlord or its assigns, not being able to receive said Licenses from the City of West Allis to operate said liquor store business, then Tenant shall pay to Landlord liquidated damages, and not as a penalty, the sum of \$1,000,000.00. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by Landlord which are occasioned by any such improper transfer of Licenses by Tenant. All parties hereto agree that the loss of such Licenses from the Premises would substantially impact and cause substantial damages to Landlord.

36. GOODWILL

Simultaneous herewith or prior to occupancy, Tenant shall pay to Landlord the sum of \$200,000.00 in consideration for the business goodwill which sum shall be completely non-refundable to Tenant.

37. GUARANTY.

In consideration of and as an inducement to, the execution of this Lease by Landlord, the undersigned Guarantor does hereby assume liability for, hereby guaranty payment to Landlord of, and hereby agrees to pay Rent and other payments and obligations

due under this Lease and perform and be responsible for the performance of all obligations of Tenant under this Lease. This is a guaranty of payment and performance and not of collection. The liability of Guarantor shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Tenant or any other person. The Guarantor waives any right to require that an action be brought against Tenant or any other person. In the event of default under this Lease document which is not cured within the applicable grace or cure periods, Landlord shall have the right to enforce its rights, powers and remedies hereunder, in any order, and all rights, powers and remedies available to Landlord in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided hereunder, or by law or in equity. The Guarantor shall at all times remain liable for all indebtedness and obligations guaranteed hereby. The Guarantor hereby waives and agrees not to assert or take advantage of any right to require Landlord to proceed against Tenant, or to pursue any other remedy in Landlord's power before proceeding against Guarantor hereunder. Demand, notice of non-payment, notice of breach or default, and all other notices of any kind are hereby waived by Guarantor. This Guarantee shall remain in full force and effect following the death of Guarantor and shall be binding on the estate of the deceased Guarantor. But for this guaranty, Landlord would not enter into this Lease.

IN WITNESS WHEREOF, the parties may have executed this Lease in counterpart copies, each of which shall be deemed originals, or Landlord and Tenant have executed this Lease the date and year noted below.

LANDLORD:

SUDHA & RAJ DEEP, INC.

Pravinkumar Patel

TENANT:

MDL EXPRESS, LLC

By: Manbreet Swingh

GUARANTOR:

Manpreet Singh Manpreet Singh

EXHIBIT A - EQUIPMENT

- -13 security cameras
- -2 POS cash register
- -ADT security
- -10 door walk-in cooler
- -12 door walk-in cooler
- -3 door freezer
- -5 lane 20 feet long shelving
- -counter
- -2 cigarette racks 3 feet long 6 feet tall
- -shelving gondolas behind counter 20 feet long

This document is not yet filed.

Sec. 183.0202 Wis. Stats.



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:

M D L Express LLC

Article 2. The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent:

Manpreet Singh

Article 4. Street address of the initial registered office:

6210 W Greenfield Ave West Allis, WI 53214 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:

Manpreet Singh 6210 W Greenfield Ave West Allis, WI 53214 United States of America

Other Information. This document was drafted by:

Manpreet Singh

MAY 1 3 2021 CITY OF WEST ALLIS

Organizer Signature:

Manpreet Singh

Date & Time of Receipt:

4/28/2021 12:55:43 PM

Order Number:

202104285726736

MAY 1 3 2021 CITY OF WEST ALLIS



STATE OF WISCONSIN DEPARTMENT OF REVENUE CUSTOMER SERVICE BUREAU

2135 RIMROCK RD P.O. BOX 8902 Madison, WI 53708-8902 FAX NUMBER: (608) 264-6884

Legal Name: MDL EXPRESS LLC

DBA Name:

BTR Expiration Date: April 30, 2023

Greeting Letter ID (for registering on My Tax Account): L0824012368

Tax Account
Sales & Use Tax

Tax Account Number 456-1030702968-02

Filing Frequency
Early Monthly

MAY 1 3 2021 CITY OF WEST ALLIS CITY CLERK

Date of this notice: 04-28-2021

Employer Identification Number:

86-3538508

Form: SS-4

Number of this notice: CP 575 A

M D L EXPRESS LLC MANPREET SINGH SOLE MBR 6210 W GREENFIELD AVE WEST ALLIS, WI 53214

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3538508. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 Form 940 07/31/2021 01/31/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, reference Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you held to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

5 2 1 A

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MDLE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 04-28-2021

() - EMPLOYER IDENTIFICATION NUMBER: 86-3538508
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 M D L EXPRESS LLC MANPREET SINGH SOLE MBR 6210 W GREENFIELD AVE WEST ALLIS, WI 53214



city clerk www.milwaukee.gov/license

CLASS D OPERATOR'S LICENSE

BART - 0232744

EFF DATE: 01/01/2020 EXP DATE: 12/31/2021

MANPREET SINGH



City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057 Email: license@milwaukee.gov - Website: www.milwaukee.gov/license

city of milwaukee www.milwaukee.gov/ license



EXPIRATION DATE: 12/31/2021

LIC. NO: BART 0232744

LICENSE: CLASS D OPERATOR'S LICENSE

MANPREET SINGH S520-5409-2002-07 license required to be displayed or carried

RECEIVED

MAY 1 3 2021

CITY OF WEST ALLIS CITY CLERK

320632



city clerk www.milwaukee.gov/license

OTHER RELATED LICENSES: CIGARETTE AND TOBACCO

CLASS A MALT & CLASS A LIQUOR LICENSE

ALQML - 0200110 EFF DATE: 04/09/2021 EXP DATE: 04/08/2022

SINGH, MANPREET, AGENT NATIONAL GROCERY, LLC 3501 W NATIONAL AV MILWAUKEE, WI 53215-1024

ALDERMANIC DISTRICT 08

premise description: CIG-1029987 FIRST FLOOR

> Weekday Open Time Close Time Age Limit SUNDAY 08:00 AM 09:00 PM N/A MONDAY 08:00 AM 09:00 PM N/A TUESDAY 08:00 AM 09:00 PM N/A WEDNESDAY 08:00 AM 09:00 PM N/A THURSDAY 08:00 AM 09:00 PM N/A FRIDAY 08:00 AM 09:00 PM N/A SATURDAY MA 00 80 09:00 PM N/A



City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057 Email: license@milwaukee.gov - Website: www.milwaukee.gov/license

city of milwaukee www.mbvaukeo.gov. ildense



EXPIRATION DATE: DA/US/2022 LIC. NO: ALONE 0200110 LICENSE: CLASS A MALT. & CLASS A LIQUOR LICENSE SINGH, MANPREET, AGENT NATIONAL GROCERY, LLC 3501 W NATIONAL AV MILWAUKEE, WI 53215-1024

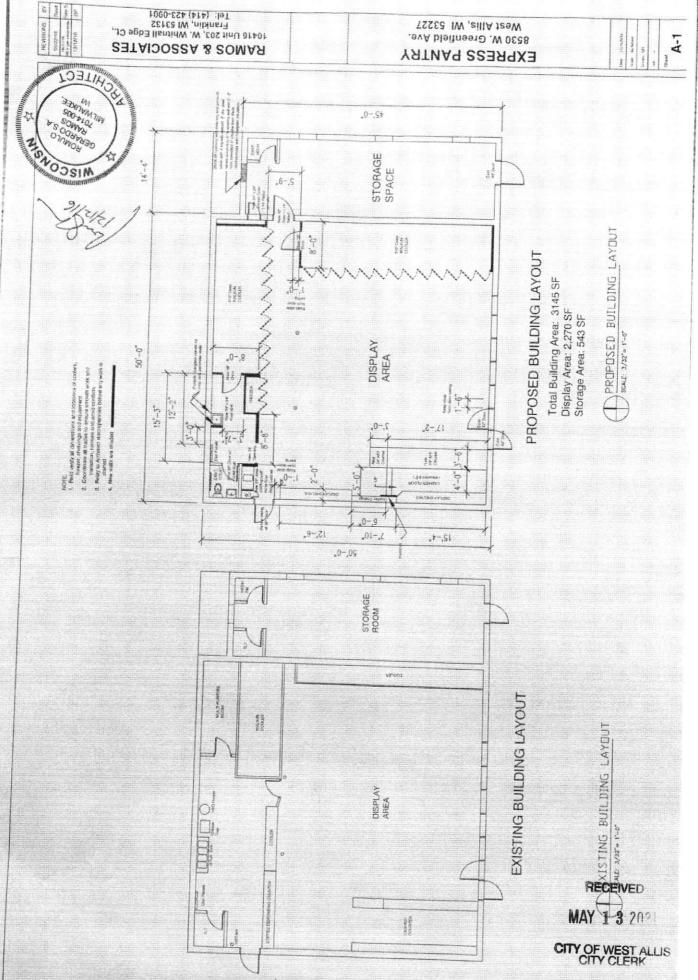
license required to be displayed or carried

If you have a public entertainment premises license at your licensed alcohol astablishment, indoor public entertainment shall be discontinued no later than the cooling time for the alcohol beverage establishment, unless an earlier time of disconstruction is established by the common council in its approval of the

RECEIVED

MAY 132

CITY OF WEST ALLIS



TEMPORARY EXTENSION OF PREMISES PERMIT APPLICATION

FORM
TEMP EXT- APP
4/21

Instructions

Complete and return application to the City Clerk with the appropriate fees, \$250 for the regular application, additional fees for exceptions as desired, see page 3. Applications filed within 30 days of the start of the extension must pay a \$50 late fee.

Applicant
Legal Entity Name (If Corporation of LLC)
Business Name (DBA)
Business Address
Agent, Individual or Partner Name Phone Number
Email Address
Extension and Premises Details
Current Licensed Premises Description
Proposed Premises Description (include both indoor and outdoor as applicable)
(include Self-index)
Identify the specific area(s) for which the extension of premises is requested. Check all that apply and select the location of the area (example: north side, front, etc.)
☐ Sidewalk café (public sidewalk) at the ☐ North ☐ South ☐ West ☐ East side of the premises
☐ Patio (concrete surface) at the ☐ North ☐ South ☐ West ☐ East side of the premises
☐ Beer garden (soil/grass surface) at the ☐ North ☐ South ☐ West ☐ East side of the premises
☐ Deck (attached to building) at the ☐ North ☐ South ☐ West ☐ East side of the premises
Other: Describe area(s):
Does extension area have an additional street address? ☐ No ☐ Yes If yes, list address:
If the extension is temporary in nature and is on the public right of way, a certificate of insurance is required and a special event permit may also be needed. Click here for details.

Outdoor Premises Regulations: (does not apply to indoor extensions)

Initial here if you understand that unless an additional authorization has been approved, the following regulations exist for the outdoor area if granted.

- a. The outdoor area must be contiguous with the indoor licensed premises.
- The outdoor area must be 200 or more feet from a residential premises.
- c. The outdoor area must be marked with fencing, barriers, or other objects or markings that show where the extension ends.
- d. The lighting does not project outside the requested area.
- e. The hours of operation for the area are limited to 10:00 am to 10:00 pm.
- f. If there is a service bar provided in the area for service of alcoholic beverages, there may be no seating at the service bar.
- g. Sounds may not be audible, 200 or more feet from the area.
- h. Duration Saturday before Memorial Day Labor Day.

Authorization (Exception) Requests Outdoor Premises Only:

If you would like permission to operate outside the regulations above, you will need to obtain an authorization from the council. Please indicate which authorizations you are seeking and submit the fee indicated:

Exception from the contiguous requirement - Additional \$150. Describe:

	Exception from the contiguous requirement - Additional \$150. Describe:
X	Exception from the proximity to residential premises requirement - Additional \$150. Describe:
	Exception from the marking of the area requirement - Additional \$50. Describe:
	Exception from the lighting restriction - Additional \$150. Describe:
	Exception from the normal hours of operation - Additional \$50. Describe:
	Exception from the service bar requirement Additional \$50. Describe:
	Exception from the sound limitations - Additional \$150 + \$25 per week. Describe:
	Exception from the normal duration - \$25 for each additional week or portion thereof. Describe:

\$400.00

MAY 19 2021

CITY OF WEST ALLIS CITY CLERK

FORM TEMP EXT- APP

Entertainment		
Describe the Type of Entertainment that will be provided:		
Events that provide entertainment that is not approved as part of the licensee's public entertainment license or if no public entertainment license exists, a temporary public entertainment license may also be required.		
Terms and Conditions		
You must initial each of the following items confirming your understanding:		
I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.		
All outdoors festivities shall be terminated at 10:00 p.m. unless otherwise approved.		
A copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.		
Amplifiers and loud speaker shall not create a public nuisance or heard beyond 200 feet from the extension.		
For outdoor extensions, alcohol is to be dispensed only in individual paper/plastic containers. No pitchers allowed.		
Unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.		
To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.		
Signature (Individual, Partner, Agent or Officer) Date		



TEMPORARY EXTENSION APPLICATION

\$USD.

FORM TEMP EXT- APP

Instructions

Complete and return application to the City Clerk with the appropriate fees, \$250 for the regular application, additional fees for exceptions as desired, see page 3. Applications filed within 30 days of the start of the extension must pay a \$50 late fee.

Legal Entity Name (If Corporation of LLC) DTR ENTERPRICES, LLC Business Name (DBA) Studz Pub Sports Bar + Grill Business Address 6833 W: National Avenue, West Allis, WI Agent, Individual or Partner Name Phone Number Phone Number 414-607-8839/262-370-737 Email Address BAR CELL #
Extension and Premises Details
Sports Bar & Grill (Indoor) Proposed Premises Description (include both indoor and outdoor as applicable)
Sports BAR & Grill (IN DOOR) Adding 4 (Outdoor) Tables for Drinking & Exting
Identify the specific area(s) for which the extension of premises is requested. Check all that apply and Contaction of the area (example: north side, front, etc.)
☐ Sidewalk café (public sidewalk) at the ☐ North ☐ South ☐ West ☐ East side of the premises
Patio (concrete surface) at the North South West East side of the premises
☐ Beer garden (soil/grass surface) at the ☐ North ☐ South ☐ West ☐ East side of the premises
□ Deck (attached to building) at the □ North □ South □ West □ East side of the premises
Other: Describe area(s):
Does extension area have an additional street address? ■ No □ Yes If yes, list address:
If the extension is temporary in nature and is on the public right of way, a certificate of insurance is required and a special event permit may also be needed. Click here for details.



FORM TEMP EXT- APP

Outdoor Premises Regulations: (does not apply to indoor extensions)



Initial here if you understand that unless an additional authorization has been approved, the following regulations exist for the outdoor area if granted.

- a. The outdoor area must be contiguous with the indoor licensed premises.
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- The outdoor area must be marked with fencing, barriers, or other objects or markings that show where the
 extension ends.
- d. The lighting does not project outside the requested area.
- e. The hours of operation for the area are limited to 10:00 am to 10:00 pm.
- f. If there is a service bar provided in the area for service of alcoholic beverages, there may be no seating at the service bar.

If you would like permission to operate outside the regulations above, you will need to obtain an authorization from the

- g. Sounds may not be audible 200 or more feet from the area.
- h. Duration Saturday before Memorial Day Labor Day.

Authorization (Exception) Requests Outdoor Premises Only:

council	. Please indicate which authorizations you are seeking and submit the fee indicated:
	Exception from the contiguous requirement - Additional \$150. Describe:
	Exception from the proximity to residential premises requirement - Additional \$150. Describe: PREMISE in not 200' From Residential Premises
\boxtimes	Exception from the marking of the area requirement - Additional \$50. Describe: There will be not fencing or barriers
	Exception from the lighting restriction - Additional \$150. Describe:
	Exception from the normal hours of operation - Additional \$50. Describe:
	Exception from the service bar requirement Additional \$50. Describe:
	Exception from the sound limitations - Additional \$150 + \$25 per week. Describe:
	Exception from the normal duration - \$25 for each additional week or portion thereof. Describe:



FORM TEMP EXT- APP

Entertainment

Describe the Type of Entertainment that will be provided:

"NONE" - Just outdoor SEAting

Events that provide entertainment that is not approved as part of the licensee's public entertainment license or if no public entertainment license exists, a temporary public entertainment license may also be required.

Terms and Conditions

You must initial each of the following items confirming your understanding:

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

All outdoors festivities shall be terminated at 10:00 p.m. unless otherwise approved.

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

Amplifiers and loud speaker shall not create a public nuisance or heard beyond 200 feet from the extension.

For outdoor extensions, alcohol is to be dispensed only in individual paper/plastic containers. No pitchers allowed.

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

To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.

*

Signature (Individual, Partner, Agent or Officer)

Date