



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, May 3, 2022

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Lajsic.

D. PUBLIC HEARINGS

1. [O-2022-0024](#) Ordinance to repeal and recreate the City Zoning Code as amended by the Safety & Development Committee on March 29, 2022.

Sponsors: Safety and Development Committee

2. [O-2022-0040](#) Ordinance to repeal and recreate the City Zoning Map.

Sponsors: Safety and Development Committee

E. CITIZEN PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery - Administration & Finance and Safety & Development

Room 128 - License & Health, Public Works & Advisory

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

G. MAYOR'S REPORT

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

H. ALDERPERSON'S REPORT

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

I. APPROVAL OF MINUTES

3. [2022-0565](#) April 19, 2022 Draft Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS**LICENSE & HEALTH COMMITTEE**

4. [2022-0132](#) New Class B Tavern License and Public Entertainment Premise Permit for 6139 Beloit Tavern, LLC, d/b/a Shotskis, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates. Public Entertainment Premise Permit to include juke box, DJ, bands, karaoke, patrons dancing, instrumental music, pool table and amusement machines. (ALC 22 2)

Recommendation: Approve if all inspections are completed and occupancy issued.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

5. [R-2022-0331](#) Resolution to consider an amendment to the Business Growth Working Capital Loan with Schlinger, 2000 LLC.
- Recommendation:** Adopt
- Sponsors:** Administration and Finance Committee
6. [R-2022-0327](#) Resolution accepting work of Crowley Construction Corporation for pavement marking installation in S. 60 St. and W. Burnham St. and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 12 for final payment in the amount of \$1,252.95.
- Recommendation:** Adopt
- Sponsors:** Public Works Committee
7. [2022-0583](#) Claim by Paige Radke, regarding injuries sustained along North Avenue, on October 9, 2020.
- Recommendation:** Refer to City Attorney
8. [2022-0584](#) Claim by Association of Equipment Manufacturers, regarding excessive assessment for personal property.
- Recommendation:** Refer to City Attorney

L. COMMON COUNCIL RECESS**M. NEW AND PREVIOUS MATTERS****ADMINISTRATION & FINANCE COMMITTEE**

9. [O-2022-0084](#) Ordinance to amend the City of West Allis salary schedule relating to labor market adjustments for certain non-represented positions in the Communications Unit of the Police Department.
- Recommendation:** Adopt
- Sponsors:** Alderperson Haass
10. [R-2022-0334](#) Resolution approving general fund closeout transfers for fiscal year 2021.
- Recommendation:** Adopt
- Sponsors:** Alderperson Haass
11. [R-2022-0325](#) Resolution to authorize the agreement between the City and OnTech Systems, Inc. for an IT Security Assessment for \$25,390 from account 100-1101-517.30-02.
- Recommendation:** Adopt
- Sponsors:** Alderperson Kuehn

12. [R-2022-0326](#) Resolution relative to accepting the sole source proposal of \$22,914.91 from CableCom, LLC to install high-speed fiber-optic internet service at the West Allis Farmers Market located at 6501 W. National Avenue.

Recommendation: Adopt

Sponsors: Alderperson Haass

PUBLIC WORKS COMMITTEE

13. [O-2022-0081](#) Ordinance to consolidate temporary occupancy permits and privileges for obstructions and excavations in the right-of-way amending ch. 11.

Recommendation: Pass

Sponsors: Alderperson Roadt

14. [R-2022-0323](#) Resolution Approving an Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) to receive \$110,183.78 in funding through the MMSD Green Solutions Program for the installation of Green Infrastructure on South 66th Street and South 65th Street.

Recommendation: Adopt

Sponsors: Public Works Committee

15. [R-2022-0324](#) Resolution Approving an Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) to receive \$22,200 in funding through the MMSD Green Solutions Program for the installation of Green Infrastructure on West Mitchell Street.

Recommendation: Adopt

Sponsors: Public Works Committee

16. [R-2022-0335](#) Resolution to approve bid of LaLonde Contractors, Inc. for street construction in W. Madison St. from S. 58th St to S. 60th St and S. 57th St from W. Burnham St. to W. Mobile St. in the City of West Allis in the amount of \$1,665,753.47.

Recommendation: Adopt

Sponsors: Public Works Committee

17. [R-2022-0336](#) Resolution to approve bid of LaLonde Contractors, Inc. for street construction in W. Mitchell St. from S. 92nd St to S. 96th St in the City of West Allis in the amount of \$1,488,101.58.

Recommendation: Adopt

Sponsors: Public Works Committee

18. [R-2022-0337](#) Resolution amending the existing professional services contract with AECOM Technical Services, Inc. (ATS) to provide consulting services relative to Wisconsin Administrative Code NR 216 Stormwater Permit compliance requirements for 2022 for an additional sum not to exceed \$31,800.

Recommendation: Adopt

Sponsors: Public Works Committee

19. [2022-0569](#) Discussion regarding Municipal Yard and Morgan Avenue drop-off hours of operation.

Recommendation: Approve

SAFETY & DEVELOPMENT COMMITTEE

Public Hearing Items (Safety & Development Committee)

20. [O-2022-0024](#) Ordinance to repeal and recreate the City Zoning Code as amended by the Safety & Development Committee on March 29, 2022.

Sponsors: Safety and Development Committee

21. [O-2022-0040](#) Ordinance to repeal and recreate the City Zoning Map.

Sponsors: Safety and Development Committee

LICENSE & HEALTH COMMITTEE

22. [O-2022-0079](#) Ordinance to amend dangerous dog procedures and adopt rabies control program.

Recommendation: Pass

Sponsors: Alderperson Grisham and Alderperson Kuehn

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

Recommendation: Pass

Sponsors: Alderperson Grisham and Alderperson Kuehn

24. [2022-0462](#) Class B Tavern Seasonal Temporary Premise Extension and Temporary Public Entertainment Premises Permit requests for Riviera of Wisconsin, d/b/a Riviera Lanes, 8600 W. Greenfield Avenue, from May 1, 2022 to November 1, 2022. (TEMP 22 4)

25. [2022-0506](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Carol Ruiz. (BART 71)
Did not appear at 04/19/22 L&H Meeting.

26. [2022-0507](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Laurie Braun. (BART 62)
Did not appear at 04/19/22 L&H Meeting.

27. [2022-0530](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Alexandra Lindemann. (BART 85)
Did not appear at 04/19/22 L&H Meeting.
28. [2022-0566](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Angelia Sievert. (BART 89)

ADVISORY COMMITTEE

29. [O-2022-0083](#) Division ordinance to readjust ward boundaries in compliance with Wis. Stat. 5.15(4)(a).

Recommendation: Adopt

Sponsors: Alderperson Reinke

30. [R-2022-0332](#) Resolution of Recognition of the Conrad Gardens Neighborhood Association.

Recommendation: Adopt

Sponsors: Administration and Finance Committee, Alderperson Grisham and Alderperson Kuehn

31. [2022-0587](#) Reappointment by Mayor Devine of David Raschka, Kathleen Dagenhart and Ben Holt (alternate) to the Plan Commission with a 3-year term to expire May 3, 2025.

Recommendation: Approve

N. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, April 19, 2022

7:02 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 7:02 p.m.

B. ROLL CALL

Present 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

Excused 2 - Grisham, and Weigel

C. PLEDGE OF ALLEGIANCE

Ald. Kuehn led the Pledge of Allegiance.

D. PUBLIC HEARINGS

1. [R-2022-0244](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of W. Becher St. from S. 92nd St. to west of S. 99th St. by minor asphalt resurfacing with miscellaneous walk repair, storm sewer relay and utility adjustments.

Sponsors: Public Works Committee

City Engineer Peter Daniels presented information regarding the proposed assessments for improvements.

Public Comments:

Rob Tibitz, 2077 S. 96th St., questioned the methodology used to assess project fees due to traffic in the area.

Kevin Anderson, 9630 W. Becher St., questioned how often fees may be assessed and who is responsible for payment if the property is sold.

Kelly Miller, 2077 S. 96th St., commented on safety concerns due to traffic patterns.

2. [R-2022-0246](#) Resolution relative to the determination for a Special Use Permit for Domino's, a proposed restaurant, to be located at 10922 W. National Ave.

Sponsors: Safety and Development Committee

Planning and Zoning Manager Steve Schaer presented information on the possible Special Use Permit.

E. CITIZEN PARTICIPATION

Mr. Pietz, 2457 S 63rd St., spoke about fireworks regulations.

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

None.

H. ALDERPERSON'S REPORT

None.

I. APPROVAL OF MINUTES

3. [2022-0541](#) April 7, 2022 Draft Common Council Minutes.

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

J. STANDING COMMITTEE REPORTS**LICENSE & HEALTH COMMITTEE**

4. [2022-0132](#) New Class B Tavern License and Public Entertainment Premise Permit for 6139 Beloit Tavern, LLC, d/b/a Shotskis, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates. Public Entertainment Premise Permit to include juke box, DJ, bands, karaoke, patrons dancing, instrumental music, pool table and amusement machines. (ALC 22 2)

Ald. Vitale moved to hold this matter, motion carried.

5. [2022-0440](#) New application for secondhand article dealer for Michael Soiney d/b/a Mass Musik, 10220 W. Greenfield Avenue. (PNSH 22 2)

Ald. Vitale moved to grant, motion carried.

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

Ald. Lajsic moved to approve all the actions on items #6 - #20 on a consent vote,

Ald. Stefanski seconded, motion carried by roll call vote:

Aye: 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

No: 0

6. [O-2022-0074](#) Ordinance to adopt parking restrictions on the east side of S. 114th Street from 30' South of W. Becher Street to W. Becher Street.

Sponsors: Alderperson Haass

Passed

7. [R-2022-0303](#) Resolution accepting work of Pro Electric Inc. for street lighting conversion in Lighting Circuit N-5 and P-3 and authorizing and directing settlement of said contract for final payment in the amount of \$1,000.

Sponsors: Public Works Committee

Adopted

8. [R-2022-0304](#) Resolution accepting work of Berglund Construction Company for library façade repairs in 7421 W National Ave and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 15 for final payment in the amount of \$500.

Sponsors: Public Works Committee

Adopted

9. [2022-0509](#) Claim by US Bank Trust National Association vs. Barbara Schwellinger regarding Foreclosure of Mortgage. (Case# 2022-CV002059)

Referred to City Attorney

10. [2022-0515](#) Claim by We Energies regarding damage to an underground gas facility in the area of 1336 S. 103rd Street.

Referred to City Attorney

11. [2022-0452](#) Claim by Joan McCants, Estate of Jermaine Claybrooks, biological minor children J.J.C., by and through Kayenne Allen, as parent and guardian, and J.D.C. by and through Markia S. Love, as parent and guardian regarding personal injuries resulting in death on March, 15, 2017.

Placed on File

12. [2022-0291](#) Claim by Grace Orlando regarding vehicle damage at the intersection of 57th Street and Mitchell Avenue on December 6, 2021.

Placed on File

13. [2022-0219](#) Claim by NTWR Consulting on behalf of Association of Equipment Manufacturers regarding alleged personal property excessive assessment for property located at 6737 W. Washington Street, Suite 2400, West Allis.
Denied
14. [2021-1555](#) Claim by Jean Hinman for property damage at 1947 S. 75th Street on November 11, 2021.
Denied
15. [2019-0710](#) Notice of Circumstances Giving Rise to Claim regarding Michelle Kasper injuries allegedly sustained near the Morgan Grove Apartments, located at 3459 S. 110 St. on or about July 14, 2019.
Denied
16. [2022-0362](#) Claim by the Estate of Michelle Kasper, regarding alleged personal injury near 11029 W. Wildwood Ln., Apt, 310.
Denied
17. [2022-0112](#) Claim by Sarandos LLC for excessive assessment for parcel 450-9953-001, 9633 W. Greenfield Avenue.
Denied
18. [2022-0113](#) Claim by Sarandos LLC for excessive assessment for parcel 450-9951-001, 9617 W. Greenfield Avenue.
Denied
19. [2022-0532](#) Finance Director/Comptroller submitting report for March 2022 indicating City of West Allis checks issued in the amount of \$2,197,466.96.
Placed on File
20. [2022-0519](#) March 2022 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$187,467.91
Placed on File

L. COMMON COUNCIL RECESS

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

The Council recessed at 7:35 p.m. and returned at 8:33 p.m.

Roll Call was taken and the following were present:

Present 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio and Vitale

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

Ald. Haass moved to approve all the actions on items #21 - #22 and #24 - #27 on a block vote, motion carried by roll call vote:

Aye: 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

No: 0

21. [R-2022-0302](#) Resolution to authorize the renewal of our 3-year contract with CDW-G for \$82,496 per year from account 100-1101-517.32-01 for our continued use of Microsoft's 365 software products.

Sponsors: Alderperson Haass

Committee Action:

Ald. Lajsic moved to adopt, Ald. Tenorio seconded, motion carried.

Council Action: Adopted

22. [O-2022-0075](#) Ordinance to amend the City of West Allis salary schedule relating to the positions of Facility and Sign Specialist and Forestry and Grounds Specialist.

Sponsors: Alderperson Haass

Committee Action:

Ald. Kuehn moved to pass, Ald. Tenorio seconded, motion carried.

Council Action: Passed

24. [R-2022-0307](#) Resolution approving the terms & conditions for an Economic Development Loan to Kegel's LLC, for the acquisition of 5831 W. National Avenue, under the Department of Housing and Urban Development Community Development Block Grant Program in an amount up to \$80,000.

Sponsors: Administration and Finance Committee

Committee Action:

Ald. Lajsic moved to adopt, Ald. Tenorio seconded, motion carried.

Council Action: Adopted

25. [R-2022-0308](#) Resolution approving the terms & conditions for an Economic Development Loan to Ethiopia Coffee Shop LLC at 7629 W. Greenfield Ave. under the Department of Housing and Urban Development Community Development Block Grant Program in an amount up to \$40,000.

Committee Action:

Ald. Lajsic moved to adopt, Ald. Kuehn seconded, motion carried.

Council Action: Adopted

26. [R-2022-0309](#) Resolution to consider authorizing and directing the Executive Director of Economic Development to enter into a contract amendment with Ramboll Environ for providing Environmental Site Investigation Activities for the property located at 3601 S. 116 St., in an amount not to exceed \$24,300.

Sponsors: Administration and Finance Committee

Committee Action:

Ald. Lajsic moved to adopt, Ald. Tenorio seconded, motion carried.

Council Action: Adopted

27. [R-2022-0310](#) Resolution authorizing the Executive Director of the Economic Development Program to amend a landscape design/architectural services contract with Parkitecture + Planning, LLC, for site selection and design of an inclusive park, in an amount not to exceed \$13,160.

Sponsors: Administration and Finance Committee

Committee Action:

Ald. Lajsic moved to adopt, Ald. Tenorio seconded, motion carried.

Council Action: Adopted

23. [R-2022-0306](#) Resolution to approve a Storefront Improvement Program Grant Contract by and between the City of West Allis and Mike 7, LLC d/b/a 4th-N-Long, located at 8911 W. National Avenue, property owner for the property located at 8924 W. National Ave. in an amount not to exceed \$30,000.

Sponsors: Administration and Finance Committee

Committee Action:

Ald. Kuehn moved to adopt, Ald. Lajsic seconded, motion carried.

Ald. Lajsic moved to adjourn at 7:49 p.m., Ald. Kuehn seconded, motion carried.

Ald. Stefanski moved to approve, motion carried by roll call vote:

Aye: 6 - Kuehn, Lajsic, Reinke, Stefanski, Tenorio, and Vitale

No: 2 - Haass, and Roadt

PUBLIC WORKS COMMITTEE**Passed The Block Vote**

Ald. Roadt moved to approve all the actions on items #28 - #33 on a block vote, motion carried by roll call vote:

Aye: 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

No: 0

28. [R-2022-0244](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of W. Becher St. from S. 92nd St. to west of S. 99th St. by minor asphalt resurfacing with miscellaneous walk repair, storm sewer relay and utility adjustments.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

29. [R-2022-0245](#) Final Resolution authorizing public improvement by minor asphalt resurfacing with miscellaneous walk repair, storm sewer relay and utility adjustments in W. Becher St. from S. 92nd St. to west of S. 99th St. and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

30. [O-2022-0037](#) Ordinance to authorize refuse and recycling cart collection fee for removal from non-standard locations.

Sponsors: Alderperson Roadt

Committee Action:

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

Council Action: Passed

31. [R-2022-0276](#) Resolution to amend an existing Professional Services Contract with Stormwater Solutions Engineering, LLC (SSE) for the design of green infrastructure improvements along S. 65th and 66th Streets for an amount not to exceed \$21,109.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

32. [R-2022-0288](#) Resolution to authorize the Director of Public Works and Information Technology Director to amend an existing agreement with Symbiont, Inc. for GIS support services related to the design of a Lead Service Line GIS application in an amount not to exceed \$24,050.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

33. [R-2022-0311](#) Resolution to approve bid of MJ Construction, Inc. for private property work in various locations in the City of West Allis in the amount of \$952,325.

Sponsors: Public Works Committee

Committee Action:

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

Ald. Stefanski moved to adjourn at 7:49 p.m., Ald. Reinke seconded, motion carried.

Council Action: Adopted

SAFETY & DEVELOPMENT COMMITTEE

34. [R-2022-0246](#) Resolution relative to the determination for a Special Use Permit for Domino's, a proposed restaurant, to be located at 10922 W. National Ave.

Sponsors: Safety and Development Committee

Committee Action:

Ald. Kuehn moved to adopt, Ald. Tenorio seconded, motion carried.

Recess meeting adjourned at 7:50 p.m.

Council Action: Adopted

Aye: 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

No: 0

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

Ald. Vitale moved to approve all the actions on items #35 - #40 on a block vote, motion carried by roll call vote:

Aye: 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

No: 0

- 35. [2022-0529](#)** Class B Tavern Seasonal Temporary Premise Extension Permit request for Dean Ratas, d/b/a Studz Pub & Sports Bar, 6833 W. National Avenue, from May 1, 2022 to October 31, 2022. (TEMP 22 3)

Committee Action:

Ald. Reinke moved to grant, noting "no music allowed outside", Ald. Stefanski seconded, motion carried.

Council Action: Granted

- 36. [2022-0487](#)** Class B Tavern Seasonal Temporary Premise Extension request for Joe Lynch, d/b/a Lynch's, 2300 S. 108th Street, from May 1, 2022 to September 30, 2022. (TEMP 22 5)

Committee Action:

Ald. Reinke moved to grant, allowing 12 two-day events, Ald. Stefanski seconded, motion carried.

Council Action: Granted

- 37. [2022-0506](#)** 2021-2023 New Operator's License (Bartender/Class D Operator) application for Carol Ruiz. (BART 71)

Committee Action:

Ald. Roadt moved to hold; Ald. Stefanski seconded, motion carried.

Council Action: Held

- 38. [2022-0507](#)** 2021-2023 New Operator's License (Bartender/Class D Operator) application for Laurie Braun. (BART 62)

Committee Action:

Ald. Roadt moved to hold; Ald. Stefanski seconded, motion carried.

Council Action: Held

- 39. [2022-0530](#)** 2021-2023 New Operator's License (Bartender/Class D Operator) application for Alexandra Lindemann. (BART 85)

Committee Action:

Ald. Stefanski moved to hold; Ald. Roadt seconded, motion carried.

Council Action: Held

40. [2022-0517](#) March 2022 Police Department tavern violations/calls for service report.

Committee Action:

Ald. Roadt moved to place on file, Ald. Stefanski seconded, motion carried.

Ald. Stefanski moved to adjourn at 8:28 p.m., Ald Vitale seconded, motion carried.

Council Action: Placed on File

ADVISORY COMMITTEE

Passed The Block Vote

Ald. Reinke moved to approve all the actions on items #41 & #42 on a block vote, motion carried by roll call vote:

Aye: 8 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, and Vitale

No: 0

41. [2022-0555](#) Reappointment by Mayor Devine of Alderperson Kevin Haass, City Administrator/Clerk Rebecca Grill, City Engineer Pete Daniels and Director of Public Works Dave Wepking to the Capital Improvement Committee with a 2-year term to expire April 19, 2024.

Committee Action:

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

Council Action: Approved

42. [O-2022-0072](#) Division ordinance to readjust ward boundaries due to the State redistricting legislative districts under article IV, section 3, of the state constitution.

Sponsors: Alderperson Lajsic

Committee Action:

Ald. Stefanski moved to amend the ordinance to combine Wards 1 & 2, 3 & 4, 7 & 8, 10 & 11, 12 & 13, 17 & 18, 23 & 24 and 25 - 28, Ald. Vitale seconded, motion carried.

Ald. Stefanski moved to adjourn at 8:28 p.m., Ald. Vitale seconded, motion carried.

Council Action: Passed as Amended

N. ADJOURNMENT

Ald. Lajsic moved to adjourn at 8:38 p.m., Ald. Stefanski seconded, motion carried.

Next scheduled meeting is May 3, 2022 at 7:00 p.m.

YouTube Meeting Links for April 19, 2022:**Common Council Part 1**<https://www.youtube.com/watch?v=TI-1UeCuj00>**Recess - Administration & Finance / Safety & Development**<https://www.youtube.com/watch?v=XBX7LCfb3Cs>**Recess - License & Health, Public Works & Advisory**<https://www.youtube.com/watch?v=7yvBSopaeps>**Common Council Part 2**<https://www.youtube.com/watch?v=7L8XNc9np00>

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.

Original Alcohol Beverage Retail License Application

For the license period beginning 07/01/2021 ending 06/30/2022

To the governing body of the City of West Allis County of Milwaukee

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

*All WI residents listed below will have a record check conducted. Please include that in your fees.

**An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

Applicant's Wisconsin Seller's Permit Number	
FEIN Number <u>87-4359498</u>	
TYPE OF LICENSE REQUESTED	FEE
Class A beer	\$
Class B beer	\$ 200
Class C wine	\$ 100
Class A liquor	\$ 100
Class A liquor (cider only)	\$ 500
Class B liquor	\$
Reserve Class B liquor	\$ 500
Publication fee	\$
Record Checks (\$16 ea.)	\$
TOTAL LIQUOR FEES	\$ 15

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

6139 BELoit TAVERN LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Stamates</u>	(First) <u>Joe</u>	(Middle Name) <u>Kelcey</u>	Home Address (Street, City or Post Office, & Zip Code) <u>702 S 2nd ST MILWAUKEE WI 53204</u>
	Phone Number <u>414 405-4656</u>	Email Address <u>stamates711@yahoo.com</u>	WIDL# <u>S353-4317-3054-08</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#

1. Trade Name CHERRY BOMB Business Phone Number 414-405-4656

2. Address of Premises 6139 Beloit Road Post Office & Zip Code 53219
 STORED:

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

1st floor storage & sale behind bar
Basement storage only

RECEIPTS ARE KEPT:

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CITY OF WEST ALLIS
 CITY CLERK

4. Legal description (omit if street address is given above):

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? (d.b.a. DINGERS) VICTORY HOSPITALITY GROUP LLC



LICENSE INFORMATION SHEET ALCOHOL BEVERAGE LICENSES

FORM
ALC-INFO
10/21

REMINDERS


- All sections of your application must be completed including your current WI Tax Registration Certificate (also known as a Sellers Permit) and FEIN numbers.
- You **MUST** submit a copy of your current Wisconsin Business Tax Registration Certificate with your application. The certificate must have the expiration date on it.
- Please be as specific as possible when describing your premise. You must indicate the portion of the building or buildings where alcohol beverages are to be stored, sold/consumed and where the liquor receipts are kept. This information is printed on your license. Alcohol beverages may be stored sold/consumed only on the premises described.
- When signing the applications: the individual, partner, officer of the corporation or manager/member of the LLC must sign the application. Be sure to include the full name, address, date of birth and driver's license number for each WI resident listed as a part of the Partnership/Corporation/LLC.

LICENSING FEES

CLASS B TAVERN		CLASS A LIQUOR		CLASS A BEER	CLASS B BEER	CLASS C WINE
Prorated After Renewal Period Begins				No Proration.		
August	\$550	\$600		\$200	\$100 <i>*This is included with Class B Tavern fee</i>	\$100
September	\$500	\$550				
October	\$450	\$500				
November	\$400	\$450				
December - June	\$350	\$400				
Publication Fee		\$15 required fee at the time of application				
Background Check Fee		\$16 for every WI resident listed as a part of the Partnership/Corporation/LLC <i>Required with Class A, B & C license applications for: individual owner; partners; and agent & E-Smoking apps.</i>				
Cigarette License Fee	\$100		Electronic Smoking Device Sales (Vape) Fee		\$100	
Public Entertainment Premises Fee Structure						
Public Entertainment Premises Standard Fee				\$500		
Reduced Fee for premises with legal capacity of 400-499				\$350		
Reduced Fee for premises with legal capacity of 300-399				\$275		
Reduced Fee for premises with legal capacity of 200-299				\$200		
Reduced Fee for premises with legal capacity of 100-199				\$150		
Reduced Fee for premises with legal capacity of 76-99				\$125		
Reduced Fee for premises with legal capacity of 26-75				\$100		
Reduced Fee for premises with legal capacity of 25 or fewer				\$ 75		

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date Jan 11, 2022 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
1. 700 CLUB LLC / 700 S 2nd St, MKE WI 53204 / 100% owner / AGENT
2. 1754 FRANKLIN BAR LLC / 1754 Franklin Pl, MKE WI 53202 / 51% owner
3. 746 JAMES LOVELL BAR LLC / 746 James Lovell, MKE WI 53233 / 51% owner
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Stamates, Jay K.</u>	Title/Member <u>Member</u>	Date <u>1.11.2022</u>
Signature 	Phone Number <u>414-405-4656</u>	Email Address <u>stamates711@yahoo.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	<p align="center">RECEIVED</p> <p align="center">JAN 18 2022</p> <p align="center">CITY OF WEST ALLIS CITY CLERK</p>

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Stamatatos		Jay		Kelcey	
Home Address (street/route)		Post Office	City	State	Zip Code
702 S 2nd ST			MILWAUKEE	WI	53204
Home Phone Number				Place of Birth	
414-405-4656				MILWAUKEE	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member of 6139 BELoit TAVERN LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 19 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
Fleeing An Officer, Washington County Court 1 1996 / \$1000 Fine
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. see ADDENDUM A
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
STANDARD	1754 N Franklin Pl MKE WI	2011	Present
SABBATIC	700 S 2nd ST, MKE WI	2009	Present

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

CITY OF WEST ALLIS
CITY CLERK

(Signature of Named Individual)

Addendum A.

Jay Stamates's interest in other Class B establishments;

1. 700 CLUB LLC (Sabbatic)
700 S 2nd Street, Milwaukee WI 53204
Ownership 100%
Class B Agent license holder
2. 1754 NFRANKLINBAR LLC (The Standard Tavern)
1754 N Franklin Pl, Milwaukee WI 53202
Ownership 51%
3. 746 JAMESLOVELLBAR LLC (Stellas Cocktail Dive)
746 James Lovell Road, Milwaukee WI 53233

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CITY CLERK

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of WEST ALLIS County of MILWAUKEE
☒ City

The undersigned duly authorized officer/member/manager of 6139 BELOIT TAVERN LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

CHERRY BOMB

(Trade Name)

located at 6139 Beloit ROAD, WEST ALLIS WI 53219

appoints Jay K. Stamates
(Name of Appointed Agent)

702 S 2nd ST, MKE WI 53204
(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?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

See Addendum A

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 19 years

Place of residence last year 702 S 2nd ST, MKE WI 53204

For: 6139 BELOIT TAVERN LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jay Kelcey Stamates, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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.

[Signature] 1.11.2022
(Signature of Agent) (Date)

Agent's age

702 S 2nd ST MKE WI 53204
(Home Address of Agent)

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 appointment.

Approved on _____ by _____
(Date) (Signature of Proper Local Official)

JAN 18 2022
(Town Chair, Village President, Police Chief)



APPLICATION

**ALCOHOL BEVERAGE LICENSE
PLAN OF OPERATION****FORM
ALPLANOP**
09/21**Applicant Information**

Legal Entity Name (If Corporation or LLC)

6139 BELOIT TAVERN LLC

Business Address

6139 Beloit Road West Allis WI 53219

Legal Capacity (Occupancy Load of Premises)

What is the legal capacity of your premises?

80

*Please attach a copy of your Occupancy Load approval letter or a picture of the placard issued by the Fire Department***Parking**

List the number of parking spaces on the premises (do not include street parking.) If none, write 0.

2

Proximity

Is the premises less than 300 feet from a school, hospital or church? If yes, list which.

No

All types of business that are planned or currently conducted on the premises (check all that apply)

- ☐ Banquet Hall ☐ Bowling Alley ☒ Lounge Tavern/Bar ☒ Night Club ☐ Private/Fraternal Veteran's Club
☐ Café/Coffee Shop ☐ Deli/Fast Food Restaurant ☒ Full Service Restaurant
☐ Convenience Store ☐ Gas Station ☐ Liquor Store ☐ Supermarket ☐ Other _____

Percentage of sales related to the types of business listed above (must equal 100%)Alcohol 90 % Food 9 % Entertainment _____ % Gas _____ % Cigarettes 1 %

Other _____ % - Describe _____

Security Plans

Describe the security provisions for parking and loading areas

Lighting

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Number of Security Personnel (list by day if number varies)

1 Friday & Saturday night

CITY OF WEST ALLIS
CITY CLERK

Security Personnel Responsibilities and Equipment Used

ID check, crowd control / Flashlight

Location of inside and outside security cameras

Throughout



ALCOHOL BEVERAGE PLAN OF OPERATION CONTINUED

**FORM
ALPLANOP**
09/21

Litter and Noise (attach additional sheets if necessary)

Name of solid waste removal contractor.

Eagle

How will the exterior trash/littering be addressed?

Dailing Policing of grounds

How will noise issues be addressed?

Limits on music volume / Employee staff intervention

Entertainment

A Public Entertainment Premises License is required to provide entertainment. Permitting unauthorized entertainment will subject licensee to citations, and/or suspension, revocation, or non-renewal of the license. This form is included in this packet.

Hours of Operation for Alcohol Beverage Sales

DAY OF THE WEEK	START / END TIME	DAY OF THE WEEK	START / END TIME
Sundays	6 am / 2 am	Thursdays	6 am / 2 am
Mondays	6 am / 2 am	Fridays	6 am / 2:30 am
Tuesdays	6 am / 2 am	Saturdays	6 am / 2:30 am
Wednesdays	6 am / 2 am		

Floor Plan

Please attach a separate sheet showing your floor plan. It must include:

1. Detailed description outlining the areas of the building where the public entertainment will be provided. (Stages, rooms, etc. must be labelled.)
2. Square feet and dimensions of the premises to be licensed.
3. Location of all entrances and exits, seating areas, bars, waiting line, security search areas, stages, rooms, food preparation areas, areas where public entertainment will be provided, etc.
4. North Point
5. Date

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CITY OF WEST ALLIS
CITY CLERK



ALCOHOL BEVERAGE PLAN OF OPERATION CONTINUED

FORM
ALPLANOP
09/21

Class A Applicants

No "Class A" Liquor license may be granted for any premises where gasoline or diesel fuel is sold at retail in connection with the premises, unless:

1. The "Class A" license contains the condition that retail sales of intoxicating liquor are limited to cider; or
1. The premises for which the "Class A" license is issued is connected to premises where gasoline or diesel fuel is sold at retail by a secondary doorway that serves as a safety exit and is not the primary entrance to the "Class A" premises.

☐ If you are applying for a Class A and gasoline or diesel fuel is sold at the premises, do you meet one of the exceptions listed above?

☐ Yes, list which exception you meet: _____

☐ No, your application may not be approved.

☐ Not Applicable - No gasoline or diesel fuel is sold at the premises.

Class B Applicants

No Class B license may be granted for any premises where any other business is conducted in connection with the premises. This restriction does not apply if the Class B licensed premises is connected to premises where other business is conducted by a secondary doorway that serves as a safety exit and is not the primary entrance to the Class B premises. These restrictions do not apply to:

- hotels • restaurants • combination grocery stores & taverns • combination sporting goods stores & taverns in towns, villages & 4th class cities • combination novelty stores & taverns • bowling centers or recreation premises • a club, society or lodge that has been in existence for 6 months or more prior to the date of filing application for the Class "B" license • movie theaters • painting studio as defined in sec. 125.02(11m).

If you are applying for a Class B and another business is conducted at the location, do you meet one of the exceptions listed above?

☐ Yes. List the type of business: _____

☐ No, your application may not be approved.

☒ Not applicable - No other business is conducted at the premises.

Class C Wine Applicants

"Class C" wine licenses may only be granted to premises that are a restaurant. A restaurant is defined as a premises where the sale of alcohol beverages accounts for less than 50 percent of gross receipts; and (3) wine is the only intoxicating liquor sold in the barroom. Sec. 125.51(3m), Stats.

If you are applying for a Class C Wine license, do you meet the requirement to be a restaurant?

☐ Yes ☐ No, your application may not be approved.

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CITY OF WEST ALLIS
CITY CLERK



ALCOHOL BEVERAGE PLAN OF OPERATION CONTINUED

FORM
ALPLANOP
09/21

Signature and Acknowledgement

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



I understand that after the license has been issued, a change to the plan of operation or floor plan will require approval from the Common Council and I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.



I agree to comply with the approved conditions, plan of operation details, and floor plan.



I understand that if this license is not used for a period of 30 days or more, it is subject to revocation.



Each licensed premises shall always be conducted in an orderly manner, and no disorderly, riotous, or indecent conduct shall be allowed at any time on any licensed premises.



I understand that the issuance of the license thereby consents to the entry of police or other duly authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of City ordinances or State laws.



I understand that I may not sell, dispense, or serve alcohol beverages by means of a drive-through facility. In this section, "drive-through facility" means any vehicle related commercial facility in which a service is provided, or goods, food or beverages are sold, served, or dispensed to an operator or passengers of a vehicle without the necessity of the operator or passengers disembarking from the vehicle.



I understand that the license holder, and/or the employees and agents of the license holder, shall cooperate with police investigations of disturbances, intoxicated persons, underage persons and other violations of City and state laws. "Cooperate," as used in this subsection, shall mean calling the police when a disturbance of the peace or other violation occurs on the licensed premises and providing complete and truthful responses to police inquiries. A license holder shall also appear before the License and Health Committee when requested.



I have knowledge of Wisconsin Statutes and City Ordinances currently regulating alcohol beverage licenses and understand that the license may be subject to suspension, non-renewal, or revocation, if I violate any rule, law, or regulation of the City of West Allis and/or State of Wisconsin.



I understand that the information submitted to the City by any applicant or licensee pertaining to an alcohol beverage license shall be true. Any person who submits in writing any untrue statement to the City in connection with any such license or application shall forfeit not more than five hundred dollars (\$500) together with the costs of prosecution, and in default shall be imprisoned in the Milwaukee County House of Correction for the maximum number of days set forth in Section 800.095(1)(b) of the Wisconsin Statutes. In addition, any license granted shall be subject to revocation and no alcohol beverage license of any kind whatsoever shall thereafter be granted to such person for a period of one year from the date of such revocation.

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

1.11.2022

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK



APPLICATION

PUBLIC ENTERTAINMENT PREMISES
LICENSE (SUBMIT W/LIQUOR LICENSE)FORM
PEP-APP
09/21

Instructions

RECEIPT
CODES

CE: Varies

- Licenses are valid for one year and expire annually on June 30.
- Submit your non-refundable license fee with your completed application.
- Incomplete applications, or applications filed without the proper fee will be returned.
- Your name must appear exactly as it does on your driver's license or state id.
- ☐ Check here if you do not have any forms of entertainment.

☐ Fee: See BelowTOTAL DUE: \$ 125.00 (CASH OR CHECK ONLY)

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CITY OF WEST ALLIS
CITY CLERK

Applicant

Legal Entity Name (If Corporation or LLC)

6139 BELOIT TAVERN LLC

Business Name (DBA)

CHERRY BOMB

Business Address

6139 Beloit Road, WEST ALLIS WI 53219

Agent, Individual or Partner Name

Phone Number

Jay K. Stamates414.405.4656

Email Address

stamates711@yahoo.com

Driver's License/State ID#:

State Issued:

Exp. Date:

S353-4317-3054-08WI2-14-2025

Legal Capacity (Occupancy Load of Premises)

What is the legal capacity of your premises?

80

A copy of your Occupancy Load (capacity placard) must accompany your application or your application will not be accepted.

Legal Capacity (occupancy load) determines the fee for your public entertainment license. If you do not currently have a design capacity and posted sign, please contact the Fire Department at 414-302-8900. You may click [here](#) for a copy of the occupancy load application. Premises without a current legal capacity (occupancy load), will be charged the \$500 standard fee for the Public Entertainment Premise License. Reduced fees are available depending upon your legally assigned capacity. Fees are as follows:

- | | | | |
|---|-------|---|-------|
| <input type="checkbox"/> Public Entertainment Premises Standard Fee: | \$500 | <input type="checkbox"/> Legal Capacity of 100-199: | \$150 |
| <input type="checkbox"/> Reduced Fee for premises with legal capacity of 400-449: | \$350 | <input type="checkbox"/> Legal Capacity of 76-99: | \$125 |
| <input type="checkbox"/> Legal Capacity of 300-399: | \$275 | <input type="checkbox"/> Legal Capacity of 26-75: | \$100 |
| <input type="checkbox"/> Legal Capacity of 200-299: | \$200 | <input type="checkbox"/> Legal Capacity of 25 or fewer: | \$75 |

If you do not currently have a legal capacity (occupancy load) and are applying with the Fire Department to acquire one prior to the next license year, submit an initial payment of \$75 and you can pay the difference (if required once you receive it.) It is important that you complete this requirement prior to July 1 so you are properly licensed and not subject to citations or closure.



APPLICATION

PUBLIC ENTERTAINMENT PREMISES
LICENSE CONTINUEDFORM
PEP-APP
09/21

Types of Entertainment (Choose all that apply)

- ☒ Juke Box ☒ DJ ☒ Bands ☒ Karaoke ☒ Patrons Dancing ☒ Instrumental Music ☐ Movie ☐ Theater
- ☐ Concerts - # per year _____ ☐ Theatrical Performances - # per year _____
- ☐ Billiard/Pool Tables # 1 ☐ Amusement Machines # 10 ☐ Bowling Lanes # _____
- ☐ Dancing by Performers (Adult Entertainment also requires an Adult Oriented Establishment License)
- ☐ Other, describe: _____

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JAN 18 2022

Please Note: All entertainment must be listed above and is subject to approval by the Common Council. Entertainment approved and listed on license may be allowed in the premises. Permitting unauthorized entertainment will subject licensee citations, and/or suspension, revocation, or non-renewal of the license. If you wish to add entertainment to your license during license year, you will need to file a change of entertainment application. If you wish to temporary add a type of entertainment, apply for a Temporary Public Entertainment Permit.

CITY OF WEST ALLIS
CITY CLERK

All types of business that are planned or currently conducted on the premises (check all that apply)

- ☐ Banquet Hall ☐ Bowling Alley ☒ Lounge Tavern/Bar ☒ Night Club ☐ Private/Fraternal Veteran's Club
- ☐ Café/Coffee Shop ☐ Deli/Fast Food Restaurant ☒ Full Service Restaurant
- ☐ Convenience Store ☐ Gas Station ☐ Liquor Store ☐ Supermarket ☐ Other _____

Hours of Operation for Entertainment (Default hours are 10:00 am - 10:00 pm unless otherwise approved)

DAY OF THE WEEK	START / END TIME	DAY OF THE WEEK	START / END TIME
Sundays	7 PM - 10 PM	Thursdays	7 PM - 10 PM
Mondays	7 PM - 10 PM	Fridays	7 PM - 10 PM
Tuesdays	7 PM - 10 PM	Saturdays	7 PM - 10 PM
Wednesdays	7 PM - 10 PM		

Signature and Acknowledgement

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

- ☒ I understand that after the license has been issued, a change to the plan of operation or floor plan will require approval from the Common Council and I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.
- ☒ I agree to comply with the plan of operation details and floor plan provided as part of this application.
- ☒ I have knowledge of the City Ordinances currently regulating public entertainment, and understand that the license may be subject to suspension, non-renewal or revocation, if I violate any rule, law or regulation of the City of West Allis and State of Wisconsin.

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:

Date:

1.11.2022



APPLICATION

CIGARETTE AND ELECTRONIC
SMOKING DEVICE SALESFORM
CIG- APP
8/21

Information. Instructions & Type of License (check all that apply)

RECEIPT
CODESCigarette
CL: \$100E-Smoking*
CM: \$100
C4: \$16*Background
check Req'd for
E-Smoking☐ Excel☐ Email

- Licenses are valid for one year and expire annually on June 30.
- Submit your non-refundable license fee with your completed application.
- Incomplete applications, or applications filed without the proper fee will be returned.
- Your name must appear exactly as it does on your driver's license or state id.
- Type of license(s) applying for:

☒ NEW ☐ RENEWAL☐ Cigarette: \$100 ☐ Electronic Smoking: \$116 ☒ Both: \$216

- Sales will be made:

☒ Over the Counter ☐ Vending Machine ☐ Both

TOTAL DUE: \$ _____ (CASH OR CHECK ONLY)

RECEIVED

JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

Applicant Information

Last Name: (include suffix Sr, Jr, etc.)

Stamates

First Name:

Jay

Middle Initial:

K

Date of Birth:

Home Street Address:

702 S 2nd St

City, State, Zip Code:

Milwaukee WI 53204

Email Address:

stamates711@yahoo.com

Phone:

414.405.4656

Driver's License/State ID#:

S353-4317-3054-08

State Issued:

WI

Business Information

Legal Entity Name (If Corporation or LLC)

6139 BELoit TAVERN LLC

Business Name (DBA)

Cherry Bomb

Business Address

6139 Beloit Road, WEST ALLIS WI 53219

Business Phone Number

414.405.4656

Business Email Address

stamates711@yahoo.com



APPLICATION

**CIGARETTE AND ELECTRONIC
SMOKING DEVICE SALES CONTINUED**

FORM
CIG- APP
8/21

Additional Partner, Member, or Officer Information

Last Name, First Name, Middle Initial

Address

Date of Birth

Phone Number

Driver's License or State ID

Email Address

Acknowledgment/Signature

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

☒

I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.

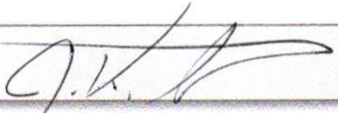
☒

I understand that the sale to minors is prohibited and no person shall, give, furnish, or cause to be sold, given, or furnished an electronic smoking device or electronic smoking device paraphernalia or cigarettes or tobacco products to a person less than 18 years of age.

☒

I have knowledge of the City Ordinances currently regulating this license, and understand that the license may be subject to suspension, non-renewal or revocation, if I violate any rule, law or regulation of the City of West Allis and State of Wisconsin.

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)

1-11-2022

Date

RECEIVED

JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK



Application for Cigarette and Tobacco Products and Electronic Smoking Device Sales Retail License

Type of License - check all that apply

☐ Cigarette and Tobacco ☐ Electronic Smoking Device Sales
Each license requires a \$100 fee. If you choose both your fee is \$200.

MUNICIPAL USE ONLY

License Number	RECEIVED
Period Covered	JAN 18 2022
Date of Issuance	CITY OF WEST ALLIS CITY CLERK

Applicant's Wisconsin 15-digit Sales Tax Account Number

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>6139 BELOIT TAVERN LLC</u>			Federal Employer Identification No. (FEIN) <u>87-4359498</u>	
Trade or Business Name (if different than Legal Name) <u>Cherry Bomb</u>			Telephone Number <u>(414) 405-4656</u>	
Business Address (License Location) <u>6139 Beloit Road</u>			Business Telephone ()	
Municipality <u>West Allis</u>	State <u>WI</u>	Zip Code <u>53219</u>	County <u>Milwaukee</u>	
Mailing Address (if different than Business Address)			Municipality <u>West Allis</u>	State <u>WI</u>

Organization (check one)

☐ Sole Proprietor ☒ Wisconsin Corporation - Enter date incorporated: 1.11.2022
☐ Partnership ☐ Out-of-State Corporation - Are you registered to do business in Wisconsin? ☐ Yes ☐ No
☐ Other (describe) _____

- ☒ Yes ☐ No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- ☒ Yes ☐ 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.)
- ☒ Yes ☐ No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- ☒ Yes ☐ No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- ☒ Yes ☐ No 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)?
- ☒ Yes ☐ No 6. Does the applicant understand that they may not sell single cigarettes?
- ☒ Yes ☐ No 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?
- ☒ Yes ☐ No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on 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?

Products will be sold ☒ over counter ☐ through vending machine ☐ both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

[Signature]
(Officer of Corporation / 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.



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:**

6139 BELOIT TAVERN LLC

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

Article 3. **Name of the initial registered agent:**

Jay Kelcey Stamates

Article 4. **Street address of the initial registered office:**

6139 Beloit Rd
West Allis, WI 53219
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:**

Jay Kelcey Stamates
702 S 2nd street
MILWAUKEE, WI 53204
United States of America

Other Information. **This document was drafted by:**

Jay Kelcey Stamates

Organizer Signature:

Jay Kelcey Stamates

RECEIVED

JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

Date & Time of Receipt:

1/11/2022 11:26:55 AM

Order Number:

202201115867850

RECEIVED

JAN 18 2022

**CITY OF WEST ALLIS
CITY CLERK**

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

--

Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
1/11/2022	

FILED 1/11/2022	Entity ID Number S138739
---------------------------	-----------------------------

RECEIVED
JAN 18 2022
CITY OF WEST ALLIS
CITY CLERK

Date of this notice: 01-11-2022

Employer Identification Number:
87-4359498

Form: SS-4

Number of this notice: CP 575 A

6139 BELOIT TAVERN LLC
CHERRY BOMB
% JAY KELCEY STAMATES SOLE MBR
6139 W BELOIT RD
WEST ALLIS, WI 53219

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

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

RECEIVED

JAN 18 2022

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4359498. 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.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any 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 forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023

If you have questions about the forms or the due dates 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 (corporation, partnership, etc.) 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 2020-1, 2020-1 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.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

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, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

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 or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

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.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 6139. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

RECEIVED

JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

RECEIVED

JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

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

99999999999999

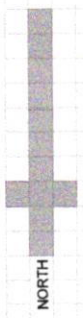
Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 01-11-2022
EMPLOYER IDENTIFICATION NUMBER: 87-4359498
FORM: SS-4 NOBOD

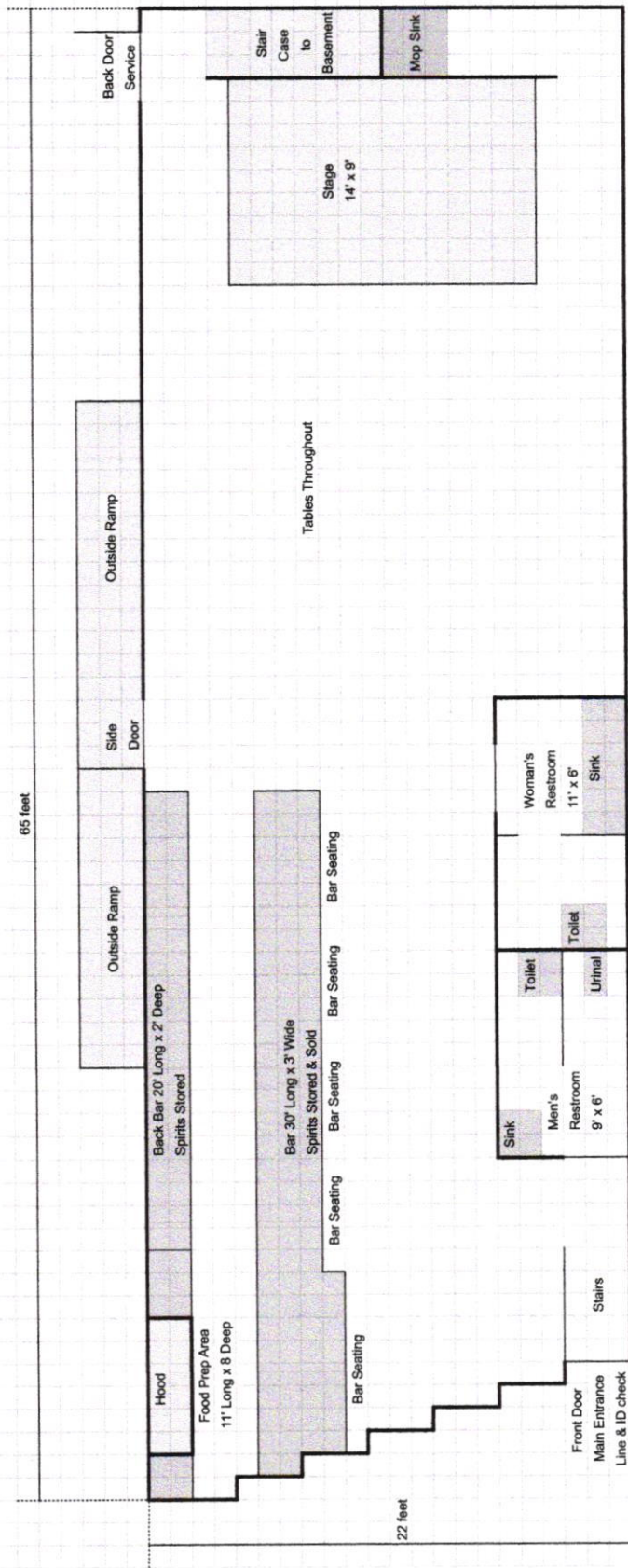
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

A barcode consisting of vertical bars of varying heights, used for document tracking or identification.

6139 BELOIT TAVERN LLC
CHERRY BOMB
% JAY KELCEY STAMATES SOLE MBR
6139 W BELOIT RD
WEST ALLIS, WI 53219



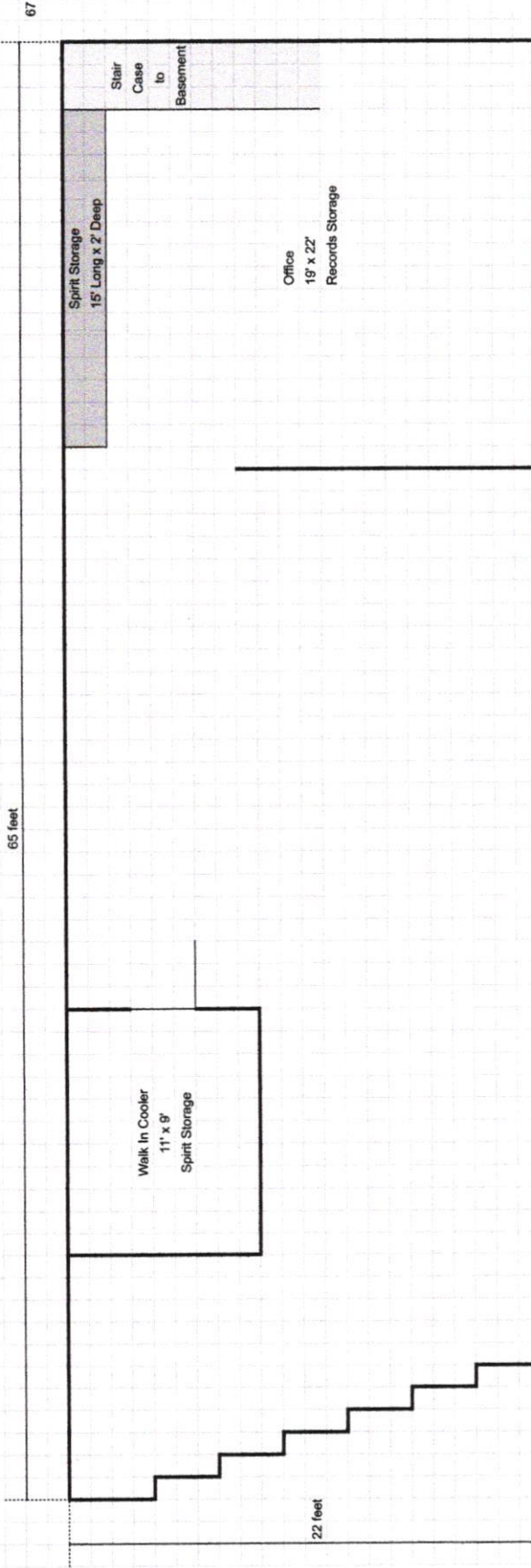
6139 BELOITBAR LLC
6139 Beloit Road, West Allis WI 53219
DATE Jan 11, 2022
First Floor
65' x 22' = 1430' Total Square Feet



RECEIVED
JAN 18 2022
CITY OF WEST ALLIS
CITY CLERK

6139 BELOITBAR LLC
 6139 Beloit Road, West Allis WI 53219
 DATE Jan 11, 2022
 Basement
 65' x 22' = 1430' Total Square Feet

NORTH



RECEIVED
 JAN 18 2022
 CITY OF WEST ALLIS
 CITY CLERK

APPLICATION FOR LIQUOR LICENSE

Notice is hereby given pursuant to §125.04(3)(g) Wis. Stat., that the following have filed application in the City of West Allis for the following license:

Class B Tavern License for the sale of Fermented Malt Beverages and Intoxicating Liquor

EKC Investments, d/b/a Kane's Bar & Grill, 6922 W. Orchard Street, West Allis, WI 53214; Agent: Edward Jones.

T&T Beverage, d/b/a Aman's Beer & Wine, 11135 W. National Avenue, West Allis, WI 53227; Agent: Amandip Singh.

6139 Beloit Tavern, LLC, d/b/a Cherry Bomb, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates.

Dated this 19th day of January, 2022

Rebecca Grill, City Clerk

Publish as a Class I Legal Notice in the Daily Reporter on Friday, January 21, 2022

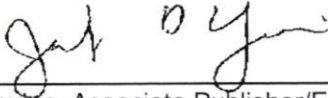
2022-0122; 0127; 0132

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Jan. 21, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 21st day of January 2022

**APPLICATION FOR LIQUOR
LICENSE**

Notice is hereby given pursuant to §125.04(3)(g) Wis. Stat., that the following have filed application in the City of West Allis for the following license:

**Class B Tavern License for the
sale of Fermented Malt Beverages
and Intoxicating Liquor**


EKC Investments, d/b/a Kane's Bar & Grill, 6922 W. Orchard Street, West Allis, WI 53214; Agent: Edward Jones.

T&T Beverage, d/b/a Aman's Beer & Wine, 11135 W. National Avenue, West Allis, WI 53227; Agent: Amandip Singh.

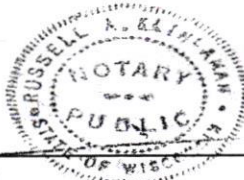
6139 Beloit Tavern, LLC, d/b/a Cherry Bomb, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates.

Dated this 19th day of January, 2022

Rebecca Grill, City Clerk
12070251/1-21



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


PROOF OF PUBLICATION

Customer: 10093332/City of West Allis

RECEIVED**FEB 3 2022****CITY OF WEST ALLIS
CITY CLERK**

**CITY OF WEST ALLIS
RESOLUTION R-2022-0331**

**RESOLUTION TO CONSIDER AN AMENDMENT TO THE BUSINESS GROWTH
WORKING CAPITAL LOAN WITH SCHLINGER, 2000 LLC**

WHEREAS, the Common Council approved a Business Growth Working Capital Loan (“Loan”) under Resolution #R-2011-0105 adopted 4/19/11 for Schlinger, 2000 LLC, a limited liability corporation created under the laws of Wisconsin that owns the property and improvements at 647 S. 94th Place; and,

WHEREAS, the Loan was made to support the business expansion of a manufacturing tenant, Allis Tool and Machine Corp., located at same address; and,

WHEREAS, the Two Hundred Thousand Dollar (\$200,000) Loan was made available from the Department of Housing and Urban Development Community Development Block Grant Program, for the purpose of business growth of the specialized small volume machine shop, inventory, purchase of additional equipment, business working capital needs, and job retention/creation; and,

WHEREAS, the term of the Note of the Loan has matured requiring a balloon payment for the outstanding balance of approximately \$101,026.66; and,

WHEREAS, the Schlinger, 2000 LLC and Allis Tool and Machine Corp. jointly requested an extension of the Loan to address impacts from COVID-19 and efforts to grow the business; and,

WHEREAS, the Economic Development Program has recommended approval of amending the Loan Note for an extension at the existing approved loan terms and conditions.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves an amendment to the Business Growth Working Capital Loan with Schlinger 2000, LLC

BE IT FURTHER RESOLVED that the Loan maturity date is extended for a term of one year until June 1, 2022.

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

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

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

SECTION 1: **ADOPTION** “R-2022-0331” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0331(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0327**

**RESOLUTION ACCEPTING WORK OF CROWLEY CONSTRUCTION
CORPORATION FOR PAVEMENT MARKING INSTALLATION IN S. 60 ST. AND
W. BURNHAM ST. AND AUTHORIZING AND DIRECTING SETTLEMENT OF
SAID CONTRACT IN ACCORDANCE WITH CONTRACT TERMS OF 2020
PROJECT NO. 12 FOR FINAL PAYMENT IN THE AMOUNT OF \$1,252.95**

WHEREAS, Crowley Construction Corporation 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:

Crowley Construction Corporation - 2020 Project No. 12

Pavement marking installation and marker posts in:

Better Block at Burnham Pointe: Intersection of South 60th Street & W. Burnham Street

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: **ADOPTION** “R-2022-0327” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0327(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

PAIGE RADKE,

Plaintiff,

vs.

Case No. 21-CV-00247

CITY OF WAUWATOSA,
CITY OF WEST ALLIS,
JACOB KAYE, in his individual capacity,
DENNIS MCBRIDE, in his individual capacity,
BARRY WEBER, in his individual capacity,
LUKE VETTER, in his individual capacity,
SHANE WRUCKE, in his individual capacity,
CHRIS MCATEE, in his individual capacity, and
JOHN DOES 1-10, in their individual capacities,

Defendants.

AMENDED COMPLAINT

NOW COMES the Plaintiff, Paige Radke, by her attorneys, Sperling Law Offices LLC, by Attorneys Michael S. Sperling and Patrick D. Bomhack, and as and for her Amended Complaint alleges and shows to the Court as follows:

NATURE OF THE CLAIM

1. Plaintiff, Paige Radke brings this civil rights action pursuant to 42 U.S.C §1983. Plaintiff seeks damages for injuries sustained as a result of Defendants' violations of her constitutional rights.
2. This case arises from the City of Wauwatosa's Proclamation of Emergency on September 30, 2020, unilaterally and unlawfully made by City of Wauwatosa Mayor Dennis McBride in anticipation of civil unrest following the release of the Milwaukee County District Attorney's

findings in the matter of Wauwatosa Police Officer Joseph Mensah's killing of Alvin Cole.

The Mayor's Order gave rise to the Wauwatosa Police Department's response, which included the implementation of an Operations Plan, and the mobilization of numerous additional law enforcement agencies, including Defendant City of West Allis, under the supervision of and coordination with the Defendant, City of Wauwatosa.

3. On the evening of October 9th, 2020, the Plaintiff was among a crowd of protesters that marched westward along North Ave, chanting and singing political songs. As the protesters moved, the Wauwatosa Police Department and additional agencies began to close and block points of egress for the protesters, a tactic known colloquially as "kettling" and/or "herding". This kettling began first by blocking the protesters points of egress to the north and south along Wauwatosa Ave, and was then completed by blocking the protesters path west along North Ave. With their freedom of movement restrained, the protesters stood in place on North Ave while the line of Police advanced upon them from the north, south, and west. The Wauwatosa Police Department issued a dispersal order, and then shortly thereafter, Defendants Wrucke and McAtee, in conjunction with and with explicit permission and/or orders from Defendant Vetter, issued an order to open fire on the crowd of protesters, including the Plaintiff, with "less than lethal" weaponry and chemical agents, including tear gas or a similar agent.
4. The Plaintiff was subjected to chemical agents, as well as shot in the right ankle and foot by a "less than lethal" munition, by an officer(s) of the Wauwatosa Police Department and/or West Allis Police Department (including Defendant Jacob Kaye) and/or additional assisting agency. The Plaintiff was subjected to this force without cause and with limited ability to comply with the dispersal order, in violation of the Plaintiff's First Amendment right to

freedom of speech, association, and assembly, First Amendment right to be free from retaliation, Fourth Amendment and Fourteenth Amendment right against the use of excessive force, and Fourteenth Amendment right to due process. This excessive force and unconstitutional constraint on the Plaintiff's civil and constitutional rights resulted in physical injuries and emotional distress.

5. Plaintiff seeks to hold Defendants accountable for repeated violations of constitutional rights. Defendants' actions, while unconstitutional in any context, are even more pernicious here because the use of excessive force specifically targeted peaceful demonstrators who assembled to protest police violence and brutality.

JURISDICTION AND VENUE

6. This is a civil rights action brought pursuant to 42 U.S.C. § 1983. Therefore, this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331(a) and 1343, the First, Fourth, and Fourteenth Amendments to the United States Constitution and over the parties pursuant to 28 U.S.C. § 1391(b) because this action arises from the commission of tortious acts within the State of Wisconsin, by residents of the State of Wisconsin. Jurisdiction supporting Plaintiff's claim for attorney fees and costs is conferred by 42 U.S.C. § 1988.
7. Venue is proper in the United States District Court for the Eastern District of Wisconsin, pursuant to 28 U.S.C. § 1391(b)(2), in that this is the judicial district in which the events giving rise to the claim occurred, and all Defendants reside within this District.

JURY DEMAND

8. Plaintiff demands a trial by jury in this action on every one of her claims.

PARTIES TO THIS COMPLAINT

9. Plaintiff, Paige Radke, is a citizen of the United States, and is and was at all times relevant herein a resident of the City of Milwaukee, County of Milwaukee, State of Wisconsin, living at 626 E Kilbourn Avenue, 53202.
10. Defendant, City of Wauwatosa, is a municipal corporation located at 7725 W North Ave, Wauwatosa, WI 53213, authorized under and created by the laws of the State of Wisconsin. It is authorized by law to maintain and operate a Police Department. Through its agents, supervisors, operating officers, Council, Departments, Commissions, Boards and Committees, its high-level policy makers, Defendant City of Wauwatosa establishes, promulgates, and implements the customs, policies and practices of the City of Wauwatosa Police Department.
11. Defendant, City of West Allis, is a municipal corporation located at 7525 W Greenfield Ave, West Allis, WI 53214, authorized under and created by the laws of the State of Wisconsin. It is authorized by law to maintain and operate a Police Department. Defendant City of West Allis, at the behest of Defendant City of Wauwatosa and in response to its request for mutual aid, provided material support for the City of Wauwatosa's Operations Plan against the protesters, including but not limited to committing its officers, agents, and resources to the effectuation of the Operations Plan. The City of West Allis employs officers and agents, including but not limited to Defendant Jacob Kaye, who are materially responsible for the seizure and injures of the Plaintiff through the use of unreasonable and excessive force, among other Constitutional violations.
12. Upon information and belief, Defendant, Jacob Kaye, at all times pertinent to the subject matter of this litigation, is and was a Citizen of the United States, and a resident of the State

of Wisconsin, County of Milwaukee, City of West Allis, residing at 2901 South 71st Street, Milwaukee, WI, 53219. At all times pertinent, Defendant Kaye was acting under color of law in his official capacity as an officer with the City of West Allis Police Department while providing assistance to the Wauwatosa Police Department under an agreement for mutual aid. Pursuant to the policies, customs, and practices established by the City of West Allis and/or the City of Wauwatosa, and/or pursuant to the orders from Defendants McBride, Weber, Vetter, Wrucke, and McAtee, and/or based upon his own initiative, Defendant Kaye deployed unreasonable and excessive force against protesters, including the Plaintiff.

13. Upon information and belief, Defendant, Dennis McBride, at all times pertinent to the subject matter of this litigation, is and was a Citizen of the United States, and a resident of the State of Wisconsin, County of Milwaukee, City of Wauwatosa, residing at 7003 Cedar Street, Wauwatosa, WI, 53213. At all times pertinent, Defendant McBride was acting under color of law in his official capacity as the mayor of the City of Wauwatosa and in his official capacity was responsible for the oversight and implementation of policies, uses, customs, and practices for the City of Wauwatosa and its tertiary agencies.

14. Upon information and belief, Defendant, Barry Weber, at all times pertinent to the subject matter of this litigation, is and was a Citizen of the United States, and a resident of the State of Wisconsin, County of Washington, Village of Germantown, residing at W157 N9925 Bayberry Cir, Germantown, WI 53022. At all times pertinent herein, Defendant Weber was acting under color of law in his official capacity as the Chief of Police for the City of Wauwatosa, and in his official capacity was responsible for the oversight and implementation of policies, uses, customs, and practices for the City of Wauwatosa Police Department and

for assisting law enforcement agencies in their capacity of providing assistance to the Wauwatosa Police Department under an agreement for mutual aid.

15. Upon information and belief, Defendant, Luke Vetter, at all times pertinent to the subject matter of this litigation, is and was a Citizen of the United States, and a resident of the State of Wisconsin, County of Waukesha, City of Brookfield, residing at 16020 Cathy Ann Lane, Brookfield, WI 53005. At all times pertinent herein, Defendant Vetter was acting under color of law in his official capacity as a captain with the City of Wauwatosa Police Department and was principally responsible for the creation and execution of the Operations Plan for the City of Wauwatosa Police Department. This Operations Plan, along with the orders given during its implementation, created a policy, use, custom, or practice for the use of unreasonable and excessive force on the Plaintiff and other peaceful protesters, including the use of chemical agents and less than lethal munitions.
16. Upon information and belief, Defendant, Shane Wrucke, at all times pertinent to the subject matter of this litigation, is and was a Citizen of the United States, and a resident of the State of Wisconsin, County of Waukesha, City of Pewaukee, residing at N25 W27017 Lauren Court. At all times pertinent herein, Defendant Wrucke was acting under color of law in his official capacity as a Lieutenant with the City of Wauwatosa Police Department, and was principally responsible for the Tactical Operations elements of the Operations Plan for the City of Wauwatosa Police Department. Defendant Wrucke, pursuant to the policy, custom, and practices established by Defendants, and in conjunction with other Defendants, ordered the use of unreasonable and excessive force on the Plaintiff and other peaceful protesters, including the use of chemical agents and “less than lethal” munitions.

17. Upon information and belief, Defendant, Chris McAtee, at all times pertinent to the subject matter of this litigation, is and was a Citizen of the United States, and a resident of the State of Wisconsin, County of Waukesha, City of Oconomowoc, residing at 515 Bolson Drive, Oconomowoc, WI 53066. At all times pertinent herein, Defendant McAtee was acting under color of law in his official capacity as a Sergeant with the City of Wauwatosa Police Department and was principally responsible for the Crowd Control elements of the Operations Plan for the City of Wauwatosa Police Department. Defendant McAtee, pursuant to the policy, custom, and practices established by Defendants, ordered the use of unreasonable and excessive force on the Plaintiff and other peaceful protesters, including the use of chemical agents and less than lethal munitions.
18. Defendants, John Does 1-10 are police officers in the Wauwatosa City Police Department, or other associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.

STATEMENTS OF FACT

19. Following the killing of George Floyd, an unarmed black man, by the City of Minneapolis Police Department on May 25, 2020, Wauwatosa began to experience frequent protests calling for reform of policing in the United States. The focus of the protests in Wauwatosa was an officer involved shooting that occurred in February of 2020. As of September 30, 2020, this officer-involved shooting was under review by the Milwaukee County District Attorney's office. From at least May 25, 2020, it was the custom and practice of the City of Wauwatosa Police Department and its individual officers to use chemical weapons and "less than lethal" weaponry against peaceful protesters.

20. On September 30, 2020, Dennis McBride, acting in his official capacity as Mayor of the City of Wauwatosa, unlawfully and without cause pursuant to Sec. 323.14, Wis. Stats., signed a “Proclamation of Emergency” for the City of Wauwatosa which enacted a curfew restricting “pedestrian and vehicular traffic on Wauwatosa streets” from 7:00 p.m. to 6:00 a.m., to commence on October 7, 2020 and continue to October 12, 2020.
21. This proclamation was made more than a week before any protests were held. At the time of the proclamation, Mayor McBride and the City of Wauwatosa had no basis to declare any assembly unlawful.
22. On or about October 6 or October 7, 2020, approximately a full week after the execution of this order, Mayor McBride made this proclamation public. The timing of this publication coincided with the release of the Milwaukee County District Attorney’s office findings related to the officer-involved shooting in February of 2020.
23. On October 9, 2020, Plaintiff Radke took part in a peaceful political demonstration that involved marching, chanting, and singing along Wauwatosa City streets. Plaintiff Radke arrived at the demonstration outside of Wauwatosa City Hall at approximately 6:55 p.m., prior to the commencement of the curfew.
24. At approximately 7:45 p.m., the demonstrators, including Plaintiff Radke, stopped a reasonable distance away from a police line and began to sing. The protests were non-confrontational and were a peaceful assembly of demonstrators engaged in political speech.
25. At no time did Plaintiff Radke engage in any unlawful, dangerous, or destructive behavior. Plaintiff Radke did not see any destructive or unlawful behavior by any of her fellow demonstrators either.

26. At approximately 7:57 p.m., Plaintiff Radke walked away from the front line of demonstrators in order to evaluate which point of egress was available to her and the other protesters. It was at this time that she realized that certain points of egress to the north, south, and west had been blocked by police lines.
27. By approximately 8:02 p.m., Plaintiff Radke returned to the front line of protesters as the police “closed the kettle” around them, blocking their path. At this time, a faint declaration of “unlawful assembly” could be heard coming from the police line. Plaintiff Radke expressed shock and disbelief that such an infringement on civil liberties could be legal in the United States. The crowd began to chant “Why are you in riot gear? I don’t see no riot here”. Plaintiff Radke once again wondered aloud where she and other protesters could disperse, and she once again noted that no dispersal route was and/or appeared to be available. The Defendants’ did not allow for a safe route of egress for protesters to disperse, nor did the Defendants’ give them the adequate time to do so.
28. At approximately 8:05 p.m., Defendants Wrucke and McAtee received explicit permission and/or orders from Defendant Vetter to order the deployment of chemical agents and less lethal munitions on the crowd. Defendants McAtee and Wrucke then gave the order to use chemical agents and less lethal munitions against the crowd via radio to their deployed field teams.
29. At approximately 8:07 p.m., audible hissing was heard coming from the police line. Plaintiff Radke remarked that she believed the police line, including John Does 1-10, was about to deploy chemical agents against them. Immediately thereafter, and without any illegal or provocative act by Plaintiff Radke, or by any other demonstrator, the police lines rapidly closed distance in a semi-circle around the demonstrators. A demonstrator to Plaintiff

Radke's left side was heard yelling "Please stop! Please stop! Don't shoot me! Please stop! Arrest me, don't shoot me!" As if on cue, the police line opened fire on the demonstrators, including Plaintiff Radke, with "less than lethal" munitions and deployed chemical agents against them.

30. Upon information and belief, an officer(s) of the Wauwatosa Police Department and/or West Allis Police Department and/or additional assisting agency, including Jacob Kaye and/or John Does 1-10, deployed multiple canisters of smoke and chemical gas into the crowd with wanton disregard for the safety, health or wellbeing of those protesters. Said officer(s) also: targeted protesters including Plaintiff with "less than lethal" munitions; issued no warning of the impending use of force; and made no attempts to protect the safety, health, or wellbeing of individuals simply standing in the same direction of their targets. In doing so, said officer(s) exhibited a careless disregard for the safety, health, and wellbeing of the protesters, and subjected persons such as Plaintiff to unnecessary, unreasonable, and excessive force.
31. Plaintiff Radke and the demonstrators began to rapidly fall back to escape the onslaught of munitions and chemical agents. The only route away from the risk of "less than lethal" munitions was downwind of the chemical agent that had been deployed against them. Plaintiff Radke and other nearby demonstrators could be heard coughing incessantly and struggling to breathe. Plaintiff Radke stated aloud; "They shot me in my foot!". By "they," Plaintiff Radke was referring to the Wauwatosa Police Department and/or other law enforcement agencies acting in concert with the Wauwatosa Police Department under agreements for mutual aid.
32. Defendants intentionally terminated or restrained Plaintiff's freedom of movement by applying excessive physical force (including the use of "less than lethal" munitions and

chemical agents) and by using techniques such as “kettling,” “herding,” line formation, intimidation, and/or other means. In doing so, Defendants seized Plaintiff.

33. At the time Plaintiff Radke was shot, she was not engaged in any activity that threatened property, any police officer, or the safety of any other individual. Plaintiff Radke made no attempts to tamper with a deployed chemical agent canister, nor did the Plaintiff issue any threat or exhibit any behavior that would lead a reasonable officer to believe she was a threat.
34. Once finally clear of the chemical agent, Plaintiff Radke was asked if she was okay by another demonstrator. The Plaintiff responded, “I think they broke my foot.” By “they,” Plaintiff Radke was referring to the Wauwatosa Police Department and/or other law enforcement agencies acting in concert with the Wauwatosa Police Department under agreements for mutual aid. The Plaintiff was then assisted by nearby demonstrators to a safer area, in order to evaluate her injuries. The assisting demonstrators then began to call for a medic.
35. After receiving what treatment she could from street medics, the Plaintiff was then evacuated by vehicle to Columbia St. Mary’s Emergency Care for treatment of her injuries.
36. At all times herein; the policies, custom and practice, force and threat of force used by the Defendants, acting in concert, jointly and severally with the other defendants was unnecessary, excessive, and unreasonable.
37. The acts of the Defendants described herein, all while acting under color of law and pursuant to customs, policies, and/or customs and practices of the City of Wauwatosa through its police department, were unreasonable, excessive, and performed in violation of Plaintiff’s constitutional rights under the First, Fourth, and Fourteenth Amendments.

38. As a direct and proximate result of the acts and conduct of the Defendants described herein, Plaintiff sustained the following injuries and damages, among others:

- a. Physical injuries to her eyes, mouth, throat and lungs, as a result of the Defendants' use of chemical agents against her body;
- b. Physical injuries to her right ankle and foot, as a result of the Defendants' use of "less than lethal" munitions against her body;
- c. Emotional and psychological injury, including but not limited to post-traumatic stress and anxiety;
- d. Pain, suffering, mental anguish, public and private humiliation, embarrassment, and emotional distress, past and future;
- e. Deprivation of civil liberties and constitutional rights;
- f. Medical and pharmaceutical expenses, as well as lost wages, past and future;
- g. and other non-economic damages, economic damages, and compensatory and special damages.

CLAIMS FOR RELIEF

COUNT 1

42 U.S.C. § 1983

First Amendment Violation – Freedom of Speech, Association and Peaceful Assembly

39. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

40. At all times relevant to the allegations in this Complaint, Defendants acted under color of state law, within the course and scope of their employment, and in their capacities as officers of the City of Wauwatosa, Wauwatosa Police Department, City of West Allis, West Allis

Police Department, or other associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.

41. Defendants are “persons” under 42 U.S.C. § 1983.
42. By gathering to protest police brutality, Plaintiff was engaged in expression protected by the First Amendment.
43. The actions of Defendants – specifically, the use of excessive force against peaceful protesters such as the Plaintiff – can be expected to chill a reasonable person from engaging in activity protected by the First Amendment.
44. Plaintiff’s expression was on a matter of public concern and did not violate any law.
45. Plaintiff’s expression occurred at a traditional public forum.
46. The actions of Defendants were a content-based and/or viewpoint-based restriction of Plaintiff’s expression.
47. The actions of Defendants were not a reasonable time, place, and manner restriction on speech.
48. Defendants failed to intervene to prevent each Defendant from violating Plaintiff’s constitutional rights, and failed to stop unlawful acts.
49. At the time when Defendants stopped Plaintiff from speaking and gathering, Plaintiff had a clearly established constitutional right under the First Amendment to the United States Constitution to gather, express herself, and speak freely. Any reasonable law enforcement officer knew or should have known of this clearly established right.
50. The customs, policies, and practice of Defendants, of directing, ordering, and enforcing the unlawful emergency curfew and dispersal of people peacefully observing an assembly, or exercising their right to freedom of speech, association, or assembly, is unreasonable and

unjustified and violated the Plaintiff's First Amendment rights to freedom of speech, association, and assembly.

51. Defendants engaged in their conduct intentionally, knowingly, willfully, wantonly, maliciously, and in reckless disregard of Plaintiff's constitutional rights.
52. Defendants stopped Plaintiff from engaging in expressive activity in accordance with the customs, policies, and practices of Defendant City of Wauwatosa.
53. Defendant City of Wauwatosa has a custom, policy, or practice of tolerating violations of the First Amendment of the United States Constitution.
54. The actions of Defendants were authorized (before and during the fact), and ratified (after the fact), by final policymakers for Defendant City of Wauwatosa, including Defendants Dennis McBride, Barry Weber, Luke Vetter, Shane Wrucke, and Chris McAtee.
55. Defendant City of Wauwatosa's customs, policies, and/or practices, and the decisions of its final policymakers, were the moving force behind Defendants' violation of Plaintiff's constitutional rights.
56. Defendants City of Wauwatosa and/or Dennis McBride and/or Barry Weber and/or Luke Vetter and/or Shane Wrucke and/or Chris McAtee failed to properly supervise and/or train its officers or the officers of associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
57. Defendants decided to corral the demonstrators by herding or "kettling" them, which decision deprived the Plaintiff of her constitutional rights.
58. Defendants' herein described acts or omissions were the moving force and the legal, direct, and proximate cause of Plaintiff's injuries, damages, and losses.
59. Plaintiff has sustained the following injuries, damages, and losses, among others:

- a. Physical injuries to her eyes, mouth, throat and lungs, as a result of the Defendants' use of chemical agents against her body;
- b. Physical injuries to her right ankle and foot, as a result of the Defendants' use of "less than lethal" munitions against her body;
- c. Emotional and psychological injury, including but not limited to post-traumatic stress and anxiety;
- d. Pain, suffering, mental anguish, public and private humiliation, embarrassment, and emotional distress, past and future;
- e. Deprivation of civil liberties and constitutional rights;
- f. Medical and pharmaceutical expenses, as well as lost wages, past and future;
- g. and other non-economic damages, economic damages, and compensatory and special damages.

60. Defendants' intentional actions or inactions as described herein intentionally deprived Plaintiff of due process and of rights, privileges, liberties, and immunities secured by the Constitution of the United States of America.

61. Defendants, in implementing the customs, policies, and practice of ordering the emergency curfew and forceful dispersal of people peacefully observing or exercising their right to freedom of speech, association, and assembly, places the Plaintiff at continuing and foreseeable risk of being arrested, or otherwise harmed, for exercising her First Amendment right to freedom of speech, association, and assembly; First Amendment right to be free from retaliation; Fourth Amendment and Fourteenth Amendment right against the use of excessive force; and Fourteenth Amendment right to due process.

COUNT 2
42 U.S.C. § 1983

First Amendment Violation – Retaliation

62. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.
63. At all times relevant to the allegations in this Complaint, Defendants acted under color of state law, within the course and scope of their employment, and in their capacities as officers of the City of Wauwatosa, Wauwatosa Police Department, or other associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
64. Defendants are “persons” under 42 U.S.C. § 1983.
65. By gathering to protest police brutality, Plaintiff was engaged in expression protected by the First Amendment.
66. Defendants subjected Plaintiff to chemical agents and “less than lethal” munitions in response to the content of her speech because it questioned police violence.
67. Defendants’ actions constituted unlawful retaliation for the exercise of her First Amendment rights because they did not like the message against police violence in general and because it was directed against the conduct of one of their own colleagues who had killed three people in a five year time period.
68. Defendants exhibited an animus against the content of Plaintiff’s message and utilized the force of the state against her in retaliation.
69. The actions of Defendants – specifically, the use of excessive force against peaceful protesters such as the Plaintiff – can be expected to chill a reasonable person and/or a person of ordinary firmness from engaging in activity protected by the First Amendment.
70. Plaintiff’s expression was on a matter of public concern and did not violate any law.

71. Plaintiff's expression occurred at a traditional public forum.
72. Defendants jointly and on their own accord responded to Plaintiff's First Amendment protected activity with retaliation, including but not limited to use of physical force, including chemical agents and "less than lethal" munitions.
73. By unlawfully using force against Plaintiff, Defendants sought to punish Plaintiff for exercising her First Amendment rights, to silence her, and to deter her from gathering and speaking in the future.
74. Defendants' retaliatory actions would chill a person of ordinary firmness from engaging in such First Amendment protected activity.
75. Defendants' retaliatory actions were substantially motivated by Plaintiff's exercise of her First Amendment rights.
76. At the time when Defendants stopped Plaintiff from speaking and gathering, Plaintiff had a clearly established constitutional right under the First Amendment to the United States Constitution to be free from retaliation. Any reasonable law enforcement officer knew or should have known of this clearly established right.
77. Defendants failed to intervene to prevent each Defendant from violating Plaintiff's constitutional rights, and failed to stop unlawful acts.
78. The customs, policies, and practice of Defendants, of directing, ordering, and enforcing the unlawful emergency curfew and dispersal of people peacefully observing an assembly, or exercising their right to freedom of speech, association, or assembly, is unreasonable and unjustified and violated the Plaintiff's First Amendment rights to be free from retaliation.
79. Defendants engaged in their conduct intentionally, knowingly, willfully, wantonly, maliciously, and in reckless disregard of Plaintiff's constitutional rights.

80. Defendants stopped Plaintiff from engaging in expressive activity in accordance with the customs, policies, and practices of Defendant City of Wauwatosa.
81. Defendant City of Wauwatosa has a custom, policy, or practice of tolerating its officers' retaliatory violations of the First Amendment of the United States Constitution.
82. The actions of Defendants were authorized (before and during the fact), and ratified (after the fact), by final policymakers for Defendant City of Wauwatosa, including Defendants Dennis McBride, Barry Weber, Luke Vetter, Shane Wrucke, and Chris McAtee.
83. Defendant City of Wauwatosa's customs, policies, and/or practices, and the decisions of its final policymakers, were the moving force behind Defendants' violation of Plaintiff's constitutional rights.
84. Defendants City of Wauwatosa and/or Dennis McBride and/or Barry Weber and/or Luke Vetter and/or Shane Wrucke and/or Chris McAtee failed to properly supervise and/or train its officers or the officers of associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
85. Defendants' herein described acts or omissions were the moving force and the legal, direct, and proximate cause of Plaintiff's injuries, damages, and losses.
86. Plaintiff has sustained the following injuries, damages, and losses, among others:
- a. Physical injuries to her eyes, mouth, throat and lungs, as a result of the Defendants' use of chemical agents against her body;
 - b. Physical injuries to her right ankle and foot, as a result of the Defendants' use of "less than lethal" munitions against her body;
 - c. Emotional and psychological injury, including but not limited to post-traumatic stress and anxiety;

- d. Pain, suffering, mental anguish, public and private humiliation, embarrassment, and emotional distress, past and future;
- e. Deprivation of civil liberties and constitutional rights;
- f. Medical and pharmaceutical expenses, as well as lost wages, past and future;
- g. and other non-economic damages, economic damages, and compensatory and special damages.

87. Defendants' intentional actions or inactions as described herein intentionally deprived Plaintiff of due process and of rights, privileges, liberties, and immunities secured by the Constitution of the United States of America.

88. Defendants, in implementing the customs, policies, and practice of ordering the emergency curfew and forceful dispersal of people peacefully observing or exercising their right to freedom of speech, association, and assembly, places the Plaintiff at continuing and foreseeable risk of being arrested, or otherwise harmed, for exercising her First Amendment right to freedom of speech, association, and assembly; First Amendment right to be free from retaliation; Fourth Amendment and Fourteenth Amendment right against the use of excessive force; and Fourteenth Amendment right to due process.

COUNT 3
42 U.S.C. § 1983
Fourth Amendment Violation – Excessive Force

89. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

90. At all times relevant to the allegations in this Complaint, Defendants acted under color of state law, within the course and scope of their employment, and in their capacities as officers of the City of Wauwatosa, Wauwatosa Police Department, City of West Allis, West Allis

Police Department, or other associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.

91. Defendants are “persons” under 42 U.S.C. § 1983.
92. Plaintiff had a protected Fourth Amendment interest against being victimized by the use of excessive force at the hands of law enforcement personnel.
93. Defendants did not have, at any time, a legally valid basis to seize Plaintiff.
94. Defendants decided to corral the demonstrators by herding or “kettling” them, which decision deprived the Plaintiff of her constitutional rights.
95. Defendants unlawfully seized Plaintiff by terminating or restraining Plaintiff’s freedom of movement through means intentionally applied, and/or by means of excessive physical force, including the use of “less than lethal” munitions and chemical agents.
96. Defendants had no warrant authorizing any seizure of Plaintiff.
97. Each Defendant failed to intervene to prevent the other Defendants from violating Plaintiff’s constitutional rights, and failed to stop unlawful acts.
98. In light of the circumstances confronting them, Defendants’ actions were arbitrary and/or conscience shocking and/or objectively unreasonable.
99. Plaintiff had committed no crime (nor could any of the Defendants have reasonably believed Plaintiff had committed any crime) that would legally justify arrest or detention. Plaintiff gave the officers no reason to fear for their safety. Plaintiff was obviously unarmed, and Plaintiff was not resisting arrest or fleeing.
100. Defendants did not have a legally valid basis to seize Plaintiff in the manner and with the level of force used under the circumstances presented.
101. Defendants recklessly created the situation in which they used force.

102. At the time when Defendants used excessive force against Plaintiff, Plaintiff had a clearly established constitutional right under the Fourth Amendment to the United States Constitution to be secure from unreasonable seizure through excessive force. Any reasonable law enforcement officer knew or should have known of this clearly established right.
103. The customs, policies, and practice of Defendants, of directing, ordering, and enforcing the unlawful emergency curfew and dispersal of people peacefully observing an assembly, or exercising their right to freedom of speech, association, or assembly, is unreasonable and unjustified, and violated the Plaintiff's constitutional rights.
104. Defendants engaged in these actions intentionally, willfully, maliciously, and wantonly, demonstrating deliberate indifference to, and a reckless disregard for, Plaintiff's constitutionally protected rights.
105. Defendants' use of force against Plaintiff was unjustified, excessive, and unreasonable.
106. By using excessive force, Defendants violated the Plaintiff's right to privacy and bodily integrity protected by the Fourth and Fourteenth Amendments.
107. At all times herein, Plaintiff Radke did not harm anyone, and was not an imminent threat, nor any kind of threat to anyone or anything.
108. Plaintiff was not engaged in the commission of any crime for which the officers of any law enforcement agencies, including the Wauwatosa Police Department, were attempting to stop.
109. Defendant City of Wauwatosa has a custom, policy, or practice of tolerating violations of the Fourth Amendment of the United States Constitution.

110. The actions of Defendants were authorized (before and during the fact), and ratified (after the fact), by final policymakers for Defendant City of Wauwatosa, including Defendants Dennis McBride, Barry Weber, Luke Vetter, Shane Wrucke, and Chris McAtee.
111. Defendant City of Wauwatosa's customs, policies, and/or practices, and the decisions of its final policymakers, were the moving force behind Defendants' violation of Plaintiff's constitutional rights.
112. Defendants City of Wauwatosa and/or Dennis McBride and/or Barry Weber and/or Luke Vetter and/or Shane Wrucke and/or Chris McAtee failed to properly supervise and/or train its officers or the officers of associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
113. Defendants' herein described acts or omissions were the moving force and the legal, direct, and proximate cause of Plaintiff's injuries, damages, and losses.
114. Plaintiff has sustained the following injuries, damages, and losses, among others:
- a. Physical injuries to her eyes, mouth, throat and lungs, as a result of the Defendants' use of chemical agents against her body;
 - b. Physical injuries to her right ankle and foot, as a result of the Defendants' use of "less than lethal" munitions against her body;
 - c. Emotional and psychological injury, including but not limited to post-traumatic stress and anxiety;
 - d. Pain, suffering, mental anguish, public and private humiliation, embarrassment, and emotional distress, past and future;
 - e. Deprivation of civil liberties and constitutional rights;
 - f. Medical and pharmaceutical expenses, as well as lost wages, past and future;

g. and non-economic damages, economic damages, and other compensatory and special damages.

115. Defendants' intentional actions or inactions as described herein intentionally deprived Plaintiff of due process and of rights, privileges, liberties, and immunities secured by the Constitution of the United States of America.

116. Defendants, in implementing the customs, policies, and practice of ordering the emergency curfew and forceful dispersal of people peacefully observing or exercising their right to freedom of speech, association, and assembly, places the Plaintiff at continuing and foreseeable risk of being arrested, or otherwise harmed, for exercising her First Amendment right to freedom of speech, association, and assembly; First Amendment right to be free from retaliation; Fourth Amendment and Fourteenth Amendment right against the use of excessive force; and Fourteenth Amendment right to due process.

COUNT 4
42 U.S.C. § 1983
Fourteenth Amendment Violation — Excessive Force

117. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

118. At all times relevant to the allegations in this Complaint, Defendants acted under color of state law, within the course and scope of their employment, and in their capacities as officers of the City of Wauwatosa, Wauwatosa Police Department, or other associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.

119. Defendants are "persons" under 42 U.S.C. § 1983.

120. Plaintiff had a protected Fourteenth Amendment Substantive Due Process interest against being unreasonably harmed by the use of excessive force at the hands of law enforcement personnel.
121. Defendants did not have, at any time, a legally valid basis to use force against Plaintiff.
122. Defendants' use of force was extremely disproportionate.
123. Defendants acted with malice and/or excessive zeal amounting to an abuse of power.
124. Defendants acted for the purpose of causing harm unrelated and unnecessary to any relevant policing objective.
125. In light of the circumstances confronting them, Defendants' actions were arbitrary and/or conscience shocking and/or objectively unreasonable.
126. Defendants failed to intervene to prevent each Defendant from violating Plaintiff's constitutional rights, and failed to stop unlawful acts.
127. Defendants engaged in these actions intentionally, willfully, and wantonly, demonstrating deliberate indifference to, and a reckless disregard for, Plaintiff's constitutionally protected rights.
128. Defendants' use of force against Plaintiff was unjustified, excessive, and unreasonable.
129. By using excessive force, Defendants violated the Plaintiff's right to privacy and bodily integrity protected by the Fourth and Fourteenth Amendments.
130. Defendant City of Wauwatosa has a custom, policy, or practice of tolerating violations of the Fourteenth Amendment of the United States Constitution.
131. At the time when Defendants used excessive force against Plaintiff, Plaintiff had a clearly established constitutional right under the Fourteenth Amendment to the United States

Constitution to be secure from excessive force. Any reasonable law enforcement officer knew or should have known of this clearly established right.

132. The customs, policies, and practice of Defendants, of directing, ordering, and enforcing the unlawful emergency curfew and dispersal of people peacefully observing an assembly, or exercising their right to freedom of speech, association, or assembly, is unreasonable and unjustified, and violated the Plaintiff's constitutional rights.
133. The actions of Defendants were authorized (before and during the fact), and ratified (after the fact), by final policymakers for Defendant City of Wauwatosa, including Defendants Dennis McBride, Barry Weber, Luke Vetter, Shane Wrucke, and Chris McAtee.
134. Defendant City of Wauwatosa's customs, policies, and/or practices, and the decisions of its final policymakers, were the moving force behind Defendants' violation of Plaintiff's constitutional rights.
135. Defendants City of Wauwatosa and/or Dennis McBride and/or Barry Weber and/or Luke Vetter and/or Shane Wrucke and/or Chris McAtee failed to properly supervise and/or train its officers or the officers of associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
136. Defendants decided to corral the demonstrators by herding or "kettling" them, which decision deprived the Plaintiff of her constitutional rights.
137. Defendants' herein described acts or omissions were the moving force and the legal, direct, and proximate cause of Plaintiff's injuries, damages, and losses.
138. Plaintiff has sustained the following injuries, damages, and losses, among others:
 - a. Physical injuries to her eyes, mouth, throat and lungs, as a result of the Defendants' use of chemical agents against her body;

- b. Physical injuries to her right ankle and foot, as a result of the Defendants' use of "less than lethal" munitions against her body;
- c. Emotional and psychological injury, including but not limited to post-traumatic stress and anxiety;
- d. Pain, suffering, mental anguish, public and private humiliation, embarrassment, and emotional distress, past and future;
- e. Deprivation of civil liberties and constitutional rights;
- f. Medical and pharmaceutical expenses, as well as lost wages, past and future;
- g. and non-economic damages, economic damages, and other compensatory and special damages.

139. Defendants' intentional actions or inactions as described herein intentionally deprived Plaintiff of due process and of rights, privileges, liberties, and immunities secured by the Constitution of the United States of America.

140. Defendants, in implementing the customs, policies, and practice of ordering the emergency curfew and forceful dispersal of people peacefully observing or exercising their right to freedom of speech, association, and assembly, places the Plaintiff at continuing and foreseeable risk of being arrested, or otherwise harmed, for exercising her First Amendment right to freedom of speech, association, and assembly; First Amendment right to be free from retaliation; Fourth Amendment and Fourteenth Amendment right against the use of excessive force; and Fourteenth Amendment right to due process.

COUNT 5
42 U.S.C. § 1983
Fourteenth Amendment Violation — Due Process

141. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.
142. At all times relevant to the allegations in this Complaint, Defendants acted under color of state law, within the course and scope of their employment, and in their capacities as officers of the City of Wauwatosa, Wauwatosa Police Department, or other associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
143. Defendants are “persons” under 42 U.S.C. § 1983.
144. The orders issued by Defendants, and the authority on which those orders were based, were vague and not clearly defined.
145. The orders issued by Defendants, and the authority on which those orders were based, offered no clear and measurable standard by which Plaintiff and others could act lawfully.
146. Defendants lacked legal authority to order the dispersal of Plaintiff and, thereby, there were no explicit standards to govern the order of dispersal or limits on law enforcement’s authority to order dispersal.
147. Defendants failed to intervene to prevent each Defendant from violating Plaintiff’s constitutional rights, and failed to stop unlawful acts.
148. The orders issued by Defendants, and the authority on which those orders were based, failed to provide people of ordinary intelligence a reasonable opportunity to understand what conduct they prohibited, and authorized or encouraged arbitrary and discriminatory enforcement, or both.
149. At the time when Defendants violated Plaintiff’s due process rights, Plaintiff had a clearly established constitutional right under the Fourteenth Amendment to the United States

Constitution to be afforded due process of law. Any reasonable law enforcement officer knew or should have known of this clearly established right.

150. The customs, policies, and practice of Defendants, of directing, ordering, and enforcing the unlawful emergency curfew and dispersal of people peacefully observing an assembly, or exercising their right to freedom of speech, association, or assembly, is unreasonable and unjustified, and violated the Plaintiff's constitutional rights.
151. Defendants engaged in these actions intentionally, willfully, and wantonly, demonstrating deliberate indifference to, and a reckless disregard for, Plaintiff's constitutionally protected rights.
152. Defendant City of Wauwatosa has a custom, policy, or practice of tolerating violations of the Fourteenth Amendment of the United States Constitution.
153. The actions of Defendants were authorized (before and during the fact), and ratified (after the fact), by final policymakers for Defendant City of Wauwatosa, including Defendants Dennis McBride, Barry Weber, Luke Vetter, Shane Wrucke, and Chris McAtee.
154. Defendant City of Wauwatosa's customs, policies, and/or practices, and the decisions of its final policymakers, were the moving force behind Defendants' violation of Plaintiff's constitutional rights.
155. Defendants City of Wauwatosa and/or Dennis McBride and/or Barry Weber and/or Luke Vetter and/or Shane Wrucke and/or Chris McAtee failed to properly supervise and/or train its officers or the officers of associated law enforcement agencies providing assistance to the Wauwatosa Police Department under agreements for mutual aid.
156. Defendants' herein described acts or omissions were the moving force and the legal, direct, and proximate cause of Plaintiff's injuries, damages, and losses.

157. Plaintiff has sustained the following injuries, damages, and losses, among others:
- a. Physical injuries to her eyes, mouth, throat and lungs, as a result of the Defendants' use of chemical agents against her body;
 - b. Physical injuries to her right ankle and foot, as a result of the Defendants' use of "less than lethal" munitions against her body;
 - c. Emotional and psychological injury, including but not limited to post-traumatic stress and anxiety;
 - d. Pain, suffering, mental anguish, public and private humiliation, embarrassment, and emotional distress, past and future;
 - e. Deprivation of civil liberties and constitutional rights;
 - f. Medical and pharmaceutical expenses, as well as lost wages, past and future;
 - g. and non-economic damages, economic damages, and other compensatory and special damages.
158. Defendants' intentional actions or inactions as described herein intentionally deprived Plaintiff of due process and of rights, privileges, liberties, and immunities secured by the Constitution of the United States of America.
159. Defendants, in implementing the customs, policies, and practice of ordering the emergency curfew and forceful dispersal of people peacefully observing or exercising their right to freedom of speech, association, and assembly, places the Plaintiff at continuing and foreseeable risk of being arrested, or otherwise harmed, for exercising her First Amendment right to freedom of speech, association, and assembly; First Amendment right to be free from retaliation; Fourth Amendment and Fourteenth Amendment right against the use of excessive force; and Fourteenth Amendment right to due process.

COUNT 6
42 U.S.C. § 1983
Punitive Damages

160. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.
161. The conduct of the Defendants, including Defendants Vaye, McBride, Weber, Vetter, Wrucke, McAtee, and John Does 1-10, was motivated by evil motive or intent, and involved the reckless or callous indifference to federally protected rights of the Plaintiff, who was subjected to chemical agents and “less than lethal” munitions despite being peacefully protesting and no threat to officers or others.
162. The conduct of the Defendants was outrageous, reprehensible, intentional, and malicious, and caused significant physical and emotional damages that the Plaintiff continues to suffer from and will continue to suffer from.
163. Defendants should be punished for their conduct, and Defendants and others deterred from similar extreme conduct in the future.
164. Plaintiff is entitled to the maximum award of punitive damages allowed by law.

RELIEF REQUESTED

WHEREFORE, The Plaintiff respectfully demands relief, jointly and severally against all Defendants, as follows:

- a. Compensatory damages for the physical, emotional, and economic injuries suffered by the Plaintiff by reason of the Defendants’ unconstitutional, unjustified, excessive, and unreasonable actions and policies, in an amount fair, just, and reasonable and in conformity with the evidence at trial;
- b. Punitive and exemplary damages to the extent allowable by law;

- c. Attorneys fees and costs as allowed, pursuant to 42 U.S.C. §1988; and
- d. Such other and further relief as appears just and proper.

Dated this 30th day of July, 2021

SPERLING LAW OFFICES LLC

Attorneys for Plaintiff

/s/ Michael S. Sperling
/s/ Patrick D. Bomhack

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Milwaukee, WI 53202
Tel: (414) 273-7100
Fax: (414) 276-9022

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

Association of Equipment Manufacturers vs. City of West
AllisElectronic Filing
NoticeCase No. 2022CV002644
Class Code: Money Judgment

FILED

04-25-2022

George L. Christenson

Clerk of Circuit Court

2022CV002644

Honorable Carl Ashley-33

Branch 33

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

Case number 2022CV002644 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. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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

Pro Se opt-in code: fba56e

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: April 25, 2022

Am

4128

CITY OF WEST ALLIS
28 APR 22 AM 11:54

FILED
04-25-2022
George L. Christenson
Clerk of Circuit Court
2022CV002644
Honorable Carl Ashley-33
Branch 33

STATE OF WISCONSIN
MILWAUKEE COUNTY

CIRCUIT COURT

**ASSOCIATION OF EQUIPMENT
MANUFACTURERS,**
a Wisconsin trade association,
6737 W. Washington Street, Suite 2400
West Allis, WI 53214,

Plaintiff,

vs.

CITY OF WEST ALLIS,
a Wisconsin municipal corporation,
7525 W. Greenfield Avenue
West Allis, WI 53214,

Defendant.

Case No.

Classification: 30301 –
Money Judgment

For Official Use:

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a defendant:

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

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Milwaukee County Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin 53233, and to Joseph A. Pickart of Husch Blackwell LLP, Plaintiff's attorney, whose address is 511 North Broadway Street, Suite 1100, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 25th day of April, 2022.

HUSCH BLACKWELL LLP
Attorneys for Plaintiff
Association of Equipment Manufacturers

Electronically signed

By: s/Joseph A. Pickart

Joseph A. Pickart

State Bar No. 1001477

Anthony J. Anzelmo

State Bar No. 1059455

Amy Ambro

State Bar No. 1116822

P.O. ADDRESS:

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FILED
04-25-2022
George L. Christenson
Clerk of Circuit Court
2022CV002644
Honorable Carl Ashley-33
Branch 33

STATE OF WISCONSIN
MILWAUKEE COUNTY

CIRCUIT COURT

**ASSOCIATION OF EQUIPMENT
MANUFACTURERS,**
a Wisconsin trade association,
6737 W. Washington Street, Suite 2400
West Allis, WI 53214,

For Official Use:

Plaintiff,

Case No.

vs.

Classification: 30301 –
Money Judgment

CITY OF WEST ALLIS,
a Wisconsin municipal corporation,
7525 W. Greenfield Avenue
West Allis, WI 53214,

Defendant.

COMPLAINT

Plaintiff, Association of Equipment Manufacturers (“AEM”), by and through its attorneys, Husch Blackwell LLP, states and alleges its Complaint against Defendant, City of West Allis (the “City”) as follows:

INTRODUCTION

1. This is an action filed pursuant to Wis. Stat. § 74.35 to recover that amount of the personal property tax imposed upon and paid by AEM for the 2021 tax year because the City’s January 1, 2021 assessment was unlawful.

PARTIES

2. Plaintiff is a Wisconsin trade association, with its principal place of business located at 6737 West Washington Street, Suite 2400, West Allis, Wisconsin 53214.

3. Defendant is a Wisconsin municipal corporation with its principal place of business located at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

VENUE AND JURISDICTION

4. This Court has jurisdiction over the subject matter of this dispute pursuant to Article VII, Section 8 of the Wisconsin Constitution, which provides for subject matter jurisdiction over all civil matters within this state.

5. The City is subject to this Court's jurisdiction pursuant to Wis. Stat. § 801.05, including – *inter alia* – subparts (1) and (5).

6. Venue is proper in Milwaukee County pursuant to Wis. Stat. § 801.50(2)(a) and (b) because it is the county where the claim arose and where the subject property is situated.

FACTS

7. At all relevant times, AEM leased the property located in the City of West Allis at 6737 West Washington Street, Suite 2400 identified by the City as Parcel No. 26053 (the "Property").

8. At all relevant times, the Property contained exempt personal property, including machinery, tools, patterns, mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drivers, printers, basic operational programs, systems software, and prewritten software (the "Personal Property").

9. For the tax year 2021, the City assessed the Personal Property at \$4,923,742.00 (the "2021 Assessment"), on the basis that the Personal Property was not exempt under Wis. Stat. § 70.11 or § 70.111.

10. The 2021 Assessment included general contractor costs which relate to real property improvement for costs associated with demolition, electrical, HVAC, data, and flooring

improvements, as well as architectural design costs and branding fees (“the leasehold improvements.”). The leasehold improvements are either permanent improvements to the Property that will benefit any future tenant or costs that have no tangible value to the Property.

11. The Personal Property was exempt from property taxes under Wis. Stat. § 70.11(39) and/or Wis. Stat. § 70.111(27).

12. The leasehold improvements are not taxable to AEM because they were also taxed as Real Property to the landlord of the Property. They were therefore unlawfully taxed twice by the City, once as Real Property and once as Personal Property.

13. Thus, the 2021 Assessment unlawfully included \$4,140,897.00 of Property which qualified for exemption pursuant to Wis. Stat. § 70.11 and/or Wis. Stat. § 70.111 and/or which had already been taxed as Real Property to the landlord (“Unlawful Assessment”).

14. In December 2021, the City issued a Personal Estate Property Tax Bill (“Tax Bill”) based on the 2021 Assessment, which alleged a total net property tax due of \$136,493.34.

15. AEM has timely paid the tax alleged to be due for the 2021 tax year.

16. AEM has fully complied with all statutory requirements under its control for procedurally objecting to the 2021 Assessment under Wis. Stat. § 74.35.

17. By letter filed January 31, 2022, AEM timely filed a refund claim to recover unlawful taxes paid as a result of the Unlawful Assessment (“Refund Claim”), in an amount of no less than \$117,356.20, plus interest as provided by law.

18. The City notified AEM that its Refund Claim was disallowed, pursuant to Wis. Stat. § 74.35(3)(b), by letter dated March 7, 2022.

19. Pursuant to Wis. Stat. § 74.35(3)(d), AEM timely commenced the action relating to the 2021 tax year within 90 days after its Refund Claim had been disallowed.

20. AEM has not contested the 2021 Assessment of the Personal Property under Wis. Stats. §§ 74.33 or 806.04.

CLAIM FOR RELIEF

21. All of the foregoing paragraphs are incorporated as if fully re-alleged.

22. The 2021 Assessment is an Unlawful Assessment of the Personal Property, as defined in Wis. Stat. § 74.35, because the City's 2021 Assessment included exempt personal property and of property that was already subject to taxation as real property.

23. AEM is aggrieved by the imposition of personal property tax based on the Unlawful Assessment by the City and is, therefore, entitled to a refund under Wis. Stat. § 74.35 of not less than \$136,493.34, the unlawful taxes it paid to the City for the 2021 tax year, together with interest as provided by Wis. Stat. § 74.35(4).

WHEREFORE, AEM respectfully requests that this Court:

- A. Declare, Find and/or Order the 2021 Assessment to be unlawful;
- B. Declare, Find and/or Order that AEM paid more than its fair share of taxes due to the assessment of exempt property in 2021;
- C. Declare, Find and/or Order that AEM is entitled to a refund of not less than \$136,493.34, the unlawful taxes assessed by the City pursuant to Wis. Stat. § 74.35, together with interest pursuant to Wis. Stat. § 74.35(4);
- D. Award AEM actual and reasonable attorneys' fees and costs associated with the prosecution of this dispute; and
- E. Grant any and all other relief that the Court deems just and equitable under the circumstances.

Dated this 25th day of April, 2022.

HUSCH BLACKWELL LLP
Attorneys for Plaintiff
Association of Equipment Manufacturers

Electronically signed

By: s/Joseph A. Pickart

Joseph A. Pickart

State Bar No. 1001477

Anthony J. Anzelmo

State Bar No. 1059455

Amy Ambro

State Bar No. 1116822

P.O. ADDRESS:

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Milwaukee, Wisconsin 53202

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anthony.anzelmo@huschblackwell.com

amy.ambro@huschblackwell.com

**CITY OF WEST ALLIS
ORDINANCE O-2022-0084**

**ORDINANCE TO AMEND THE CITY OF WEST ALLIS SALARY SCHEDULE
RELATING TO LABOR MARKET ADJUSTMENTS FOR CERTAIN NON-
REPRESENTED POSITIONS IN THE COMMUNICATIONS UNIT OF THE POLICE
DEPARTMENT**

AMENDING SALARY SCHEDULE

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

WHEREAS, the City periodically adjusts salary grades and position titles within salary grades based on labor market considerations; and

WHEREAS, the City finds it necessary to make adjustments to the salary grades for certain position titles in the Communications Unit of the Police Department based on current labor market considerations;

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

Move the position title of Dispatcher from Salary Grade D to Salary Grade F
Move the position title of Communications Supervisor from Salary Grade G to Salary Grade I
Move the position title of Communications Manager from Salary J to Salary Grade K
Eliminate the position title of Dispatcher-Trainer

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

A M E N D M E N T

Salary Schedule

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

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

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

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

b. Mayor

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

c. Municipal Judge

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

5. Hourly Employee Pay Rates. Each City employee who holds a position recognized below shall receive compensation within the range assigned. The rates assigned to any position marked with an asterisk shall increase by 3.5% if the employee is a City resident.

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

6. Election Official Pay Rates. Any person who is appointed as an election official under Wis. Stat. 7.30 or seeking that appointment shall receive compensation of:
- \$125.00 per full day of work on election day as an inspector. The city clerk may authorize up to \$50.00 in additional pay for meeting performance metrics established by the city clerk.
 - \$150.00 per full day of work on election day as an assistant chief inspector. The city clerk may authorize up to \$75.00 in additional pay for meeting performance metrics established by the city clerk.
 - \$175.00 per full day of work on election day as a chief inspector of a polling place. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
 - \$25.00 for attending an instructional meeting prior to election day.
 - \$15.00 per hour for any of the following:
 - training prior to election day.

- ii. working as a special voting deputy under Wis. Stat. 6.875.
- f. \$350.00 per full day of work on election day as chief inspector of the location canvassing absentee ballots under Wis. Stat. 7.52. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
- 7. Unlisted Positions. Each City employee and officer who holds a position not recognized within this salary schedule shall receive compensation in the manner described in that employee's or officer's employment contract or collective bargaining agreement.

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

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

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on May 4, 2022.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis



Patrick S. Mitchell
Chief of Police

Robert Fletcher
Deputy Chief of Police

Christopher Marks
Deputy Chief of Police

MEMORANDUM

TO: Deputy Chief Chris Marks

FROM: Captain Steve Beyer

DATE: March 11, 2022

SUBJECT: Police Department Communications Recruitment and Retention Issues

The West Allis Police Department's Dispatch Center is comprised of 1 full time dispatch manager, 6 full time dispatch supervisors and 9 full time dispatchers. Eight (8) part time dispatcher positions are also allotted to the Dispatch Center to assist with staffing needs.

As of March 20, 2022, there will be 0 dispatcher supervisor vacancies and 3 full time dispatcher vacancies. Five (5) part time dispatcher positions had been allotted to the Dispatch Center up until about 5-6 years ago. At that time, the allotment increased to 8 positions. Due to lack of qualified candidates, it has never been possible to fill all 8 positions (at one point, 6 positions were filled). As of March 1, 2022, there will be 3 part time dispatcher vacancies.

To account for vacancies and ensure the Dispatch Center is adequately staffed, members of staff have worked overtime as follows:

- 2019: Approximately 736 hours.
- 2020: Approximately 572 hours.
- 2021: Approximately 1597 hours.

The effects on employees of having to fill vacancies and work overtime have been:

- Full time dispatchers have been paid at the rate of time and half, not straight time.
- Dispatch supervisors started flexing their hours in early 2021 to fill vacancies, but, by mid-March 2021, it became difficult for supervisors to flex their hours and use accrued hours to take time off. The result was time off hours increased throughout the year and some came dangerously close to losing hours at the end of 2021. They did not receive time and a half for excess hours worked.
- Dispatch Manager Doreen Blattner related that none of the Dispatch Center staff have been 'happy' about having to sign up for overtime or be held over to cover vacancies. She further related that part time dispatchers are part time for a reason (they don't want to or can't work a lot of hours because of other commitments) and she has had to make accommodations to convince part time dispatchers to work (e.g., convince them to work a shift by agreeing not to hold them over at the end of their shift). These accommodations sometimes result in full time dispatchers being held past their shift on overtime.

- As far as how employees have been holding up, Dispatch Manager Blattner related that staff members have remained professional. However, she said there have been complaints about overtime and growing concern that staff members are getting burned out and wanting to have time off to enjoy some rest. She said that staff members believe the vacancies will eventually be filled, but a number of staff members *'have voiced opinions about the substantial pay differences in other agencies as well as supervisors not being able to normally cash out their straight overtime.'* Dispatch Manager Blattner further related that staff members are *'burned out'* and morale is low because of increased overtime and low pay.

In the past few years, recruitment of personnel for the Dispatch Center has occurred on a regular basis in an attempt to fill vacancies. Quantity of applications received in recent years is as follows:

- 2019: Dispatcher recruitment A = 21 applications
- 2019: Dispatcher recruitment B = 69 applications
- 2019: Dispatch supervisor recruitment = 17 applications
- 2020: Dispatcher recruitment A = 51 applications
- 2020: Dispatcher recruitment B = 40 applications
- 2021: Dispatcher recruitment = 19 applications
- 2022: Dispatcher recruitment = 22 applications

During these recruitments, and after application reviews, testing, and interviews are conducted, typically only a few quality candidates have been identified. Then, some of those candidates withdraw from the process and some candidates do not pass a background investigation. Once it is realized that there are not enough new hires to fill current vacancies, a new recruitment is started.

Members of Dispatch Center who have resigned or declined employment in recent years is as follows:

- 2019:
 - Dispatcher recruitment A: Three (3) quality candidates were identified; 2 did not pass a background investigation; 1 was hired as a part time dispatcher.
 - Dispatcher recruitment B: Five (5) quality candidates were identified; 4 withdrew from the process; 1 was hired as a part time dispatcher. At least 1 of the 4 who withdrew did so because they found a 'better opportunity.'
 - Dispatch supervisor recruitment: One (1) quality candidate was identified and that person filled the sole vacant position.
 - Part time dispatcher Katie Wrightsman resigned because she wanted to focus on her family more. She had worked in the Dispatch Center for approximately 9 years.
 - Dispatch supervisor Natalie Dobschuetz took a voluntary demotion to dispatcher so that she could work dayshift hours and be eligible for overtime at time and a half, which is not available to dispatch supervisors.
- 2020:
 - Dispatch recruitment A: Five (5) quality candidates were identified; 3 withdrew from the process; 2 were hired as a part time dispatcher.
 - Dispatch recruitment B: Three (3) quality candidates were identified; 3 were hired as a part time dispatcher.

- Part time dispatcher Reid Seghers resigned to become a police officer with the Department. He had worked in the Dispatch Center for less than a year.
- Part time dispatcher Tom Koerner resigned so that he could focus more on his full time job and family. He had worked in the Dispatch Center for approximately 15 years.
- Full time dispatcher Gina Wrycza resigned to become an administrative support assistant with the Department, partially to have Monday-Friday dayshift hours. She had worked in the Dispatch Center for approximately 11 years.
- 2021:
 - Dispatch recruitment: Three (3) quality candidates were identified; 1 did not pass a background investigation; 1 withdrew from the process; 1 will be hired as a part time dispatcher (on February 28, 2022).
 - Part time dispatcher Sara Gonzales resigned because she felt the job was not a good fit for her. She had worked in the Dispatch Center for less than 1 year.
 - Part time dispatcher Cassandra Santana resigned so she could focus more on her family. She had worked in the Dispatch Center for approximately 10 years.
 - Part time dispatcher Phil Russell resigned/retired. He had worked in the Dispatch Center for approximately 6 years.
 - Part time dispatcher Lora Vander Schaff resigned/retired. She had worked in the Dispatch Center for approximately 1.5 years.
 - Part time dispatcher Riley Parker resigned for 'a better opportunity' in the military. He had worked in the Dispatch Center for less than a year.
 - Part time dispatcher Kyle Meltesen resigned for much better pay at the Wauwatosa P.D. Dispatcher Center. He had experience working in other Dispatch Centers for better pay as well. He had worked in the Dispatch Center for less than 1 year.
 - Full time dispatcher Elizabeth DeFrances resigned for better pay in private sector. She had worked in the Dispatch Center for approximately 10 years.
 - Full time dispatcher supervisor Eric Jansen resigned for better pay in private sector. He had worked in the Dispatch Center for approximately 15 years.
- 2022:
 - Part time dispatcher Morgan Strom resigned to focus more on another part time job and a full time job as a dispatcher with Twin Lakes P.D., where she was paid more than \$3 more per hour. She had commented that she would never accept a full time job with West Allis Police Department because of the low pay. She had worked in the Dispatch Center for less than 1 year.
 - Prospective part time dispatcher withdrew from recruitment process. She works as a part time dispatcher for Wauwatosa P.D. and West Milwaukee P.D., both of which offer better rates of pay.

As demonstrated, the Department has a problem with recruitment and retention of staff for the Dispatcher Center:

- Vacancies have been carried for the last 5-6 years despite conducting regular recruitments and attempting to eliminate vacancies.
- The quantity of applicants has declined in the past few years (there was an average of 45 applicants in 2019 and 2020 recruitment processes; there were only 19 applicants in the 2021 recruitment process and only 22 applicants in the 2022 recruitment process).
- Only a limited number of qualified applicants have been identified in recruitment processes.

- The use of overtime to fill vacancies and ensure adequate staffing increased dramatically from 2020 to 2021.
- Morale has decreased among staff members; staff members feel unappreciated; burn out among staff is a concern.
- A number of employees have resigned over the past few years.

Dispatcher Pay:

In a recent survey, it was determined that the hourly pay rates for dispatchers (part time and full time) in other Dispatch Centers in our area are as follows:

Agency	STEP 1	STEP 2	STEP 2.5 (18 mos)	STEP 3	STEP 4	STEP 5	CONTROL	Maximum
Franklin P.D.***	\$25.59							\$33.26
Greenfield P.D.	\$25.90	\$26.70		\$27.54	\$28.34			\$29.28
Hales Corners P.D.	\$21.87			\$24.52				\$27.88
Oak Creek P.D.	\$21.65		\$25.79	\$27.56				\$27.56
Waukesha P.D.	\$28.76							\$38.82
Wauwatosa P.D.	\$23.37	\$24.06		\$24.71	\$25.38	\$26.07	\$26.70	\$32.04
West Allis P.D. (non-resident)*	\$18.97	\$19.51		\$20.05	\$20.60	\$21.14	\$21.68	\$21.68
West Allis P.D. (resident)*	\$19.63	\$20.19		\$20.75	\$21.32	\$21.88	\$22.44	\$22.44
West Milwaukee P.D. (full time)	\$22.53	\$24.65		\$26.77				\$28.88
West Milwaukee P.D. (part time)	\$21.42							
WCC**	\$23.27					\$27.03		\$30.78

* Based on West Allis Salary Schedule 2/2/2022. While West Allis employees have the ability to reach 120% of their control point, there have been few, if any, cases of that occurring since the inception of that rule approximately 5 years ago. As it does not appear to be a realistic option, the 120% mark was not included in the chart or considered. While West Allis employees have the ability to earn an annual 1-time bonus each year for individual performance, and that has been occurring, the possibility of a bonus was not included in the chart or considered either.

** WCC has 15 pays steps; steps 1, 8, and 15 are reflected on the chart.

*** Franklin's starting pay and pay increases are based on prior experience(s); maximum pay increases in line with other City employees.

Starting Pay for Dispatcher:

Out of the 9 agencies, West Allis P.D. is ranked 9th (last) for starting pay. A dispatcher living in the City of West Allis starts at \$19.63/hour, which is \$2.02/hour less than the 8th ranked agency (Oak Creek P.D.). A dispatcher living outside of the City of West Allis is \$2.68/hour less than the 8th ranked agency.

Out of the 9 agencies, the average starting pay is \$23.62/hour (Note: West Allis resident rate used to determine average). A dispatcher living in the City of West Allis starts at \$3.99/hour less than the average. A dispatcher living outside of the City of West Allis starts at \$4.65/hour less than the average.

Maximum Pay for Dispatcher:

Out of the 9 agencies, West Allis P.D. is ranked 9th (last) for maximum pay. A dispatcher living in the City of West Allis maxes out at \$22.44/hour, which is \$5.12/hour less than the 8th ranked agency (Oak Creek P.D.). A dispatcher living outside of the City of West Allis is \$5.88/hour less than the 8th ranked agency.

Out of the 9 agencies, the average maximum pay is \$30.10/hour (Note: West Allis resident rate used to determine average). A dispatcher living in the City of West Allis maxes out at \$7.66/hour less than the average. A dispatcher living outside of the City of West Allis maxes out at \$8.42/hour less than the average.

Note: The pay rate of West Milwaukee P.D. part time dispatchers was not considered in rankings.

Shift Differentials for Dispatcher:

Out of the 9 agencies, 4 offer shift differentials for dispatchers working 2nd or 3rd shifts. The shift differentials range from an additional \$.25/hour to an additional \$.50/hour. The average shift differential is \$.26/hour for 2nd shift and \$.38/hour for 3rd shift. West Allis P.D. does not offer shift differentials.

Dispatch Supervisor Pay:

In a recent survey, it was determined that the hourly pay rates for dispatch supervisors in other Dispatch Centers in our area are as follows:

Agency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	CONTROL	Maximum
Oak Creek P.D. **	\$29.34						\$29.34
Waukesha P.D.	\$37.78						\$51.01
Wauwatosa P.D.	\$25.29	\$26.02	\$26.73	\$27.46	\$28.20	\$28.90	\$34.67
West Allis P.D. (non-resident)*	\$25.26	\$25.98	\$26.70	\$27.43	\$28.15	\$28.87	\$28.87
West Allis P.D. (resident)*	\$26.14	\$26.89	\$27.63	\$28.39	\$29.14	\$29.88	\$29.88
West Milwaukee P.D. **	\$32.78						
WCC	\$37.78						

* Based on West Allis Salary Schedule 2/2/2022. While West Allis employees have the ability to reach 120% of their control point, there have been few, if any, cases of that occurring since the inception of that rule approximately 5 years ago. As it does not appear to be a realistic option, the 120% mark was not included in the chart or considered. While West Allis employees have the ability to earn an annual 1-time bonus each year for individual performance, and that has been occurring, the possibility of a bonus was not included in the chart or considered either.

** For Oak Creek and West Milwaukee, maximum pay increases in line with other City employees.

Starting Pay for Dispatch Supervisor:

Out of the 6 agencies, West Allis P.D. is ranked 5th (2nd last) for starting pay for a West Allis resident and is ranked 6th (last) for starting pay for a non-resident. A dispatch supervisor living in



the City of West Allis starts at \$26.14/hour, which is \$.85/hour more than the 6th ranked agency (Wauwatosa P.D.). A dispatch supervisor living outside of West Allis starts at \$25.26/hour, which is \$.03/hour less than the 5th ranked agency (Wauwatosa P.D.).

Out of the 6 agencies, the average starting pay is \$31.51/hour (Note: West Allis resident rate used to determine average). A dispatcher supervisor living in the City of West Allis starts at \$5.37/hour less than the average. A dispatcher supervisor living outside of the City of West Allis starts at \$6.25/hour less than the average.

Maximum Pay for Dispatch Supervisor:

Out of the 4 agencies with maximum salaries listed, the average maximum pay is \$36.23/hour (Note: West Allis resident rate used to determine average). A dispatch supervisor living in the City of West Allis maxes out at \$29.88/hour, which is \$6.35/hour less than the average. A dispatch supervisor living outside of West Allis maxes out at \$28.87/hour, which is \$7.36/hour less than the average.

Shift Differentials for Dispatch Supervisor:

Three (3) of the agencies have shift differentials for dispatch supervisors working 2nd or 3rd shifts. The shift differential ranges from an additional \$.25/hour to an additional \$.50/hour. The average shift differential is \$.27/hour for 2nd shift and \$.42/hour for 3rd shift. West Allis P.D. does not offer shift differentials.

Miscellaneous Information:

In considering size of the 9 jurisdictions, WCC is the largest. West Allis and Waukesha are similarly sized. The other 6 agencies are smaller than West Allis.

Out of the 9 agencies, only WCC, West Allis, and Wauwatosa provide Priority Dispatch Emergency Medical Dispatching services, which are considered top-of-the-line by many.

If you have any questions or would like to further discuss, please do not hesitate to contact me.

Sincerely,

Steve Beyer
Captain of Police

	A	B	C	D	E	F	G
1	West Allis Police Department Communications Center						
2							
3							
4				Current		Proposed	
5	Rank / Name	Resident or Non Resident	Shift	Pay Grade	Hourly Rate	Pay Grade	Hourly Rate
6							
7	Manager						
8							
9	Doreen Blattner	Non Resident	Days	J (Exempt)	\$ 35.51	K (Exempt)	\$ 37.86
10							
11	Supervisors						
12							
13	Danielle Pitts	Non Resident	Days	G (Exempt)	\$ 28.87	I (Exempt)	\$ 33.65
14	Jason Gonwa	Resident	Days	G (Exempt)	\$ 29.88	I (Exempt)	\$ 34.83
15	Joseph Hauser	Resident	Late Nights	G (Exempt)	\$ 28.39	I (Exempt)	\$ 33.09
16	Sarah Ludwig	Resident	Early Nights	G (Exempt)	\$ 29.88	I (Exempt)	\$ 34.83
17	Jennifer Klamm	Non Resident	Early Nights	G (Exempt)	\$ 26.70	I (Exempt)	\$ 31.13
18	Milissa Schreiber	Non Resident	Late Nights	G (Exempt)	\$ 25.26	I (Exempt)	\$ 29.44
19							
20	Dispatcher - Full Time						
21							
22	Britnie Kuhnmuensch	Non Resident	Days	D (Non Exempt)	\$ 23.40	F (Non Exempt)	\$ 28.58
23	Christopher Hamilton	Non Resident	Days	D (Non Exempt)	\$ 23.40	F (Non Exempt)	\$ 28.58
24	Natalie Dobschuetz	Non Resident	Days	D (Non Exempt)	\$ 23.40	F (Non Exempt)	\$ 28.58
25	Anne Lopez	Resident	Late Nights	D (Non Exempt)	\$ 22.44	F (Non Exempt)	\$ 27.41
26	Deborah Brandt	Non Resident	Late Nights	D (Non Exempt)	\$ 21.14	F (Non Exempt)	\$ 25.82
27	Noah Mancheski	Resident	Early Nights	D (Non Exempt)	\$ 19.63	F (Non Exempt)	\$ 23.98
28							

	A	B	C	D	E	F	G
29	Dispatcher - Part Time						
30							
31	Tracy Graf	Non Resident	Part Time	D (Non Exempt)	\$ 21.68	F (Non Exempt)	\$ 26.48
32	Keswana Jackson	Non Resident	Part Time	D (Non Exempt)	\$ 20.60	F (Non Exempt)	\$ 25.16
33	Aimee Schlueter	Non Resident	Part Time	D (Non Exempt)	\$ 20.60	F (Non Exempt)	\$ 25.16
34	LaQuisha Hubanks	Non Resident	Part Time	D (Non Exempt)	\$ 18.97	F (Non Exempt)	\$ 23.17
35	Kyle Meltesen	Non Resident	Part Time	D (Non Exempt)	\$ 20.05	F (Non Exempt)	\$ 24.49
36							
37							
38							
39							
40							
41							
42							
43							
44							
45	<p>West Allis implemented the Carlson Dettmann Compensation program in 2017, and upon implementation made a policy decision that no employee would incur a pay cut. Dispatchers Britnie Kuhnmuensch, Christopher Hamilton, and Natalie Dobschuetz were impacted by that policy decision and they were placed in the "performance zone". Under the current pay scale, they are 7.93% above the Control Point. Under the proposed pay increase, they will remain 7.93% above the Control Point in the higher pay grade. Manager Doreen Blattner is 1% above Step 5 as she previously received a 1% base builder in the Pay for Performance System.</p>						
46							
47							
48							
49							
50							

	H	I	J	K
1				
2	er Recruitment and Retention			
3				
4				
5	Hourly Increase	Annual Fiscal Impact	Effective Date of Current Rate	Remarks
6				
7				
8				
9	\$ 2.35	\$ 4,888.00	1/2/2022	97.5% Step 5 - Blattner received a 1% base builder raise for the 2020 evaluation period.
10				
11				
12				
13	\$ 4.78	\$ 9,942.40	10/3/2021	100% Control Point
14	\$ 4.95	\$ 10,296.00	10/3/2021	100% Control Point
15	\$ 4.70	\$ 9,776.00	10/3/2021	95% Step 4
16	\$ 4.95	\$ 10,296.00	10/2/2021	100% Control Point
17	\$ 4.43	\$ 9,214.40	1/5/2022	92.5% Step 3
18	\$ 4.18	\$ 8,694.40	3/20/2022	87.5% Step 1
19				
20				
21				
22	\$ 5.18	\$ 10,774.40	10/3/2021	Currently in Performance Zone - 7.93% above 100% Control Point
23	\$ 5.18	\$ 10,774.40	10/3/2021	Currently in Performance Zone - 7.93% above 100% Control Point
24	\$ 5.18	\$ 10,774.40	10/3/2021	Currently in Performance Zone - 7.93% above 100% Control Point
25	\$ 4.97	\$ 10,337.60	10/3/2021	100% Control Point
26	\$ 4.68	\$ 9,734.40	10/3/2021	97.5% Step 5
27	\$ 4.35	\$ 9,048.00	2/21/2022	87.5% Step 1
28				

	H	I	J	K
29				
30		3882 Part Time Hourse Worked in 2021 (Calculated at the highest rate)		
31	\$ 4.80	\$ 18,633.60	10/3/2021	100% Control Point
32	\$ 4.56	\$ -	11/30/2021	95% Step 4
33	\$ 4.56	\$ -	1/28/2022	95% Step 4
34	\$ 4.20	\$ -	2/28/2022	87.5% Step 1
35	\$ 4.44	\$ -	4/25/2022	92.5% Step 3
36				
37				
38	Total Annual Fiscal Impact	\$ 143,184.00		
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

May 3, 2022

NON-RESIDENT

Grade	87.5% Minimum	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Control Pt.	High Performance	120.0% Maximum
R	\$104,852.80	\$107,848.00	\$110,843.20	\$113,838.40	\$116,833.60	\$119,828.80	➤	\$143,790.40
	\$4,032.80	\$4,148.00	\$4,263.20	\$4,378.40	\$4,493.60	\$4,608.80		\$5,530.40
	\$50.41	\$51.85	\$53.29	\$54.73	\$56.17	\$57.61		\$69.13

Assistant City Administrator/Talent and Strategy Director

City Attorney

Director of Public Works

Finance Director

Fire Chief*

Health Commissioner/City Sealer

Police Chief*

Q	\$96,137.60	\$98,883.20	\$101,628.80	\$104,374.40	\$107,120.00	\$109,865.60	➤	\$131,830.40
	\$3,697.60	\$3,803.20	\$3,908.80	\$4,014.40	\$4,120.00	\$4,225.60		\$5,070.40
	\$46.22	\$47.54	\$48.86	\$50.18	\$51.50	\$52.82		\$63.38

Assistant Fire Chief**

City Engineer

Deputy Police Chief - Operations**

Deputy Police Chief - Support Services**

Director of Information Technology

P	\$91,790.40	\$94,411.20	\$97,032.00	\$99,652.80	\$102,273.60	\$104,894.40	➤	\$125,881.60
	\$3,530.40	\$3,631.20	\$3,732.00	\$3,832.80	\$3,933.60	\$4,034.40		\$4,841.60
	\$44.13	\$45.39	\$46.65	\$47.91	\$49.17	\$50.43		\$60.52

Code Enforcement Director

Director of Communications

Library Director

Deputy City Attorney

O	\$87,422.40	\$89,918.40	\$92,414.40	\$94,910.40	\$97,406.40	\$99,902.40	➤	\$119,891.20
	\$3,362.40	\$3,458.40	\$3,554.40	\$3,650.40	\$3,746.40	\$3,842.40		\$4,611.20
	\$42.03	\$43.23	\$44.43	\$45.63	\$46.83	\$48.03		\$57.64

Captain (Police)**

Deputy Fire Chief **

N	\$83,054.40	\$85,425.60	\$87,796.80	\$90,168.00	\$92,539.20	\$94,910.40	➤	\$113,900.80
	\$3,194.40	\$3,285.60	\$3,376.80	\$3,468.00	\$3,559.20	\$3,650.40		\$4,380.80
	\$39.93	\$41.07	\$42.21	\$43.35	\$44.49	\$45.63		\$54.76

Assistant Director of Public Works

Battalion Chief**

City Assessor

City Treasurer

Deputy Finance Director

Deputy Health Commissioner

Lieutenant (Police)**

M	\$78,707.20	\$80,974.40	\$83,220.80	\$85,467.20	\$87,713.60	\$89,960.00	➤	\$107,952.00
	\$3,027.20	\$3,114.40	\$3,200.80	\$3,287.20	\$3,373.60	\$3,460.00		\$4,152.00
	\$37.84	\$38.93	\$40.01	\$41.09	\$42.17	\$43.25		\$51.90

None

L	\$74,339.20	\$76,481.60	\$78,603.20	\$80,724.80	\$82,846.40	\$84,968.00	➤	\$101,961.60
	\$2,859.20	\$2,941.60	\$3,023.20	\$3,104.80	\$3,186.40	\$3,268.00		\$3,921.60
	\$35.74	\$36.77	\$37.79	\$38.81	\$39.83	\$40.85		\$49.02

Deputy City Clerk

Economic Development Executive Director

Library Manager

Manager of Planning & Zoning

Network and Security Administrator

Principal Assistant City Attorney

Principal Engineer

WIC Program Director

* Annual Holiday Allowance Additional

^ Compression Adjustment

CITY OF WEST ALLIS PAY PLAN - FLSA EXEMPT

May 3, 2022

NON-RESIDENT

Grade	87.5% Minimum	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Control Pt.	High Performance	120.0% Maximum
K	\$69,971.20	\$71,988.80	\$73,985.60	\$75,982.40	\$77,979.20	\$79,976.00	►	\$95,971.20
	\$2,691.20	\$2,768.80	\$2,845.60	\$2,922.40	\$2,999.20	\$3,076.00		\$3,691.20
	\$33.64	\$34.61	\$35.57	\$36.53	\$37.49	\$38.45		\$46.14

Adult Services & Circulation Supervisor
 Business Manager
 Cataloging & Technical Processing Librarian
 Communications Manager**
 Community Engagement Coordinator
 Development Project Manager
 Electrical Maintenance Superintendent
 Environmentalist Team Lead
 Facilities Superintendent
 Fleet Services Superintendent
 Forestry & Grounds Superintendent
 Lead Public Health Nurse
 Municipal Court Administrator
 Professional Engineer
 IT Supervisor
 Safety & Training Coordinator
 Sanitation & Streets Superintendent
 Water Systems Superintendent

J	\$65,624.00	\$67,496.00	\$69,388.80	\$71,260.80	\$73,132.80	\$75,004.80	►	\$90,001.60
	\$2,524.00	\$2,596.00	\$2,668.80	\$2,740.80	\$2,812.80	\$2,884.80		\$3,461.60
	\$31.55	\$32.45	\$33.36	\$34.26	\$35.16	\$36.06		\$43.27

Assistant City Attorney
 Children Services Supervisor
 Communications Manager
 Community Development Senior Planner
 Communications Strategist
 Deputy Treasurer/Senior Accountant
 Engineer & Professional Land Surveyor
 Environmentalist Coordinator
 Code Enforcement Officer - Supervisor
 Public Health Nurse Coordinator
 Senior Accountant
 Street & Sewer Supervisor

I	\$61,235.20	\$63,003.20	\$64,750.40	\$66,497.60	\$68,244.80	\$69,992.00	►	\$83,990.40
	\$2,355.20	\$2,423.20	\$2,490.40	\$2,557.60	\$2,624.80	\$2,692.00		\$3,230.40
	\$29.44	\$30.29	\$31.13	\$31.97	\$32.81	\$33.65		\$40.38

Civil Engineer
 Communications Supervisor**
 Customer Service Administrator
 Customer Service Center Supervisor
 Database Administrator
 Environmentalist
 HR Generalist
 Lead Planner
 Public Health Nurse
 Public Health Specialist
 Sanitation Supervisor
 Senior Buyer
 Senior Center Coordinator
 Solutions Analyst
 Supply Chain Purchasing Manager

H	\$56,929.60	\$58,552.00	\$60,174.40	\$61,817.60	\$63,440.00	\$65,062.40	►	\$78,083.20
	\$2,189.60	\$2,252.00	\$2,314.40	\$2,377.60	\$2,440.00	\$2,502.40		\$3,003.20
	\$27.37	\$28.15	\$28.93	\$29.72	\$30.50	\$31.28		\$37.54

Community Health Education Coordinator
 Housing Coordinator
 Librarian
 Office Supervisor
 WIC Project Nutritionist

G	\$52,540.80	\$54,038.40	\$55,536.00	\$57,054.40	\$58,552.00	\$60,049.60	►	\$72,051.20
	\$2,020.80	\$2,078.40	\$2,136.00	\$2,194.40	\$2,252.00	\$2,309.60		\$2,771.20
	\$25.26	\$25.98	\$26.70	\$27.43	\$28.15	\$28.87		\$34.64

Accountant
 Code Enforcement Office Supervisor
 Communications Supervisor
 Community Health Nutritionist
 Economic Development Specialist

CITY OF WEST ALLIS PAY PLAN - FLSA NON-EXEMPT

May 3, 2022

NON-RESIDENT

Grade	87.5% Minimum	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Control Pt.	High Performance	120.0% Maximum
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I	\$29.44	\$30.29	\$31.13	\$31.97	\$32.81	\$33.65	►	\$40.38
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Commercial Construction Inspector
Electrical Mechanic **
Facility and Sign Specialist
Fleet Manager
Forestry and Grounds Specialist
GIS Analyst
Lead Electrical Mechanic **
Plumber **
Zoning Administrator and City Process Liaison

H	\$27.37	\$28.15	\$28.93	\$29.72	\$30.50	\$31.28	►	\$37.54
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Business Process Analyst
Crime Analyst
Engineering Technician - IT Systems
Engineering Technician - Traffic & Utilities
Lead Equipment Mechanic
PC Network Specialist
Residential Construction Inspector
Victim Advocate
Water Lead Person

G	\$25.26	\$25.98	\$26.70	\$27.43	\$28.15	\$28.87	►	\$34.64
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Boring Operator
Building Maintenance Technician
Dental Hygienist
Directional Boring Operator
Engineering Technician
Equipment Operations Specialist**
Graphic Design/Production Specialist
HVAC Technician
Maintainer**
Planner
Tourism and Event Coordinator
Tradesperson - Carpenter

F	\$23.17	\$23.83	\$24.49	\$25.16	\$25.82	\$26.48	►	\$31.78
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Appraiser
Associate Planner
Dispatcher**
Equipment Mechanic
Equipment Operator**
Housing Navigator
Lead Clerk Records Unit
Library Assistant
Maintenance Repairer**
Payroll Administrator
Pumping Station Operator
Rehabilitation Specialist
Senior Video Producer
Truck Driver - Lead**

** Market Exception

E	\$21.07	\$21.67	\$22.27	\$22.88	\$23.48	\$24.08	►	\$28.90
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Accounting Specialist
Administrative Support Specialist
Administrative Support Specialist - Police Body Cameras
Arborist
Assistant Pumping Station Operator
Carpenter
Clerk/Election Specialist
Dispatcher-Trainer
Fleet Maintenance Technician
Human Resources Specialist
Lead Library Technician
Legal Secretary - Principal
Municipal Court Clerk
Code Enforcement Officer
Painter
PC Technician
Property Room Technician
Special Assessments Specialist
Truck Driver**

CITY OF WEST ALLIS PAY PLAN - FLSA NON-EXEMPT

May 3, 2022

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
D	\$18.97	\$19.51	\$20.05	\$20.60	\$21.14	\$21.68	►	\$26.02

Administrative Support Assistant
 Communications Assistant
 Community Health Technician
 Deputy Registrar
 Dispatcher
 Environmental Technician
 Inventory Services Specialist
 Legal Secretary - Senior
 Sign Painter
 Utility Locate Technician

C	\$17.56	\$18.06	\$18.56	\$19.07	\$19.57	\$20.07	►	\$24.08
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Circulation Services Representative
 Custodian/Janitor
 Laborer
 Library Technician
 Municipal Court Assistant
 Park Attendant
 Water Meter Technician
 WIC Support Staff

B	\$16.27	\$16.73	\$17.20	\$17.66	\$18.13	\$18.59	►	\$22.31
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Clerical Assistant
 Parking Control Operator
 Yard Attendant

A	\$15.06	\$15.49	\$15.92	\$16.35	\$16.78	\$17.21	►	\$20.65
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WIC Breastfeeding Peer Counselor

CITY OF WEST ALLIS PAY PLAN - FLSA EXEMPT

May 3, 2022

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	\$108,513.60	\$111,612.80	\$114,732.80	\$117,832.00	\$120,931.20	\$124,030.40	►	\$148,824.00
	\$4,173.60	\$4,292.80	\$4,412.80	\$4,532.00	\$4,651.20	\$4,770.40		\$5,724.00
	\$52.17	\$53.66	\$55.16	\$56.65	\$58.14	\$59.63		\$71.55

Assistant City Administrator/Talent and Strategy Director
City Attorney - Effective 5/1/20
Director of Public Works
Finance Director
Fire Chief*
Health Commissioner/City Sealer
Police Chief*

Q	\$99,507.20	\$102,336.00	\$105,185.60	\$108,035.20	\$110,864.00	\$113,713.60	►	\$136,448.00
	\$3,827.20	\$3,936.00	\$4,045.60	\$4,155.20	\$4,264.00	\$4,373.60		\$5,248.00
	\$47.84	\$49.20	\$50.57	\$51.94	\$53.30	\$54.67		\$65.60

Assistant Fire Chief (EMS)*^
City Engineer
Deputy Police Chief - Operations*^
Deputy Police Chief - Support Services*^
Director of Information Technology

P	\$94,993.60	\$97,718.40	\$100,422.40	\$103,147.20	\$105,851.20	\$108,576.00	►	\$130,291.20
	\$3,653.60	\$3,758.40	\$3,862.40	\$3,967.20	\$4,071.20	\$4,176.00		\$5,011.20
	\$45.67	\$46.98	\$48.28	\$49.59	\$50.89	\$52.20		\$62.64

Code Enforcement Director
Director of Communications
Library Director
Deputy City Attorney

O	\$90,480.00	\$93,059.20	\$95,659.20	\$98,238.40	\$100,817.60	\$103,396.80	►	\$124,092.80
	\$3,480.00	\$3,579.20	\$3,679.20	\$3,778.40	\$3,877.60	\$3,976.80		\$4,772.80
	\$43.50	\$44.74	\$45.99	\$47.23	\$48.47	\$49.71		\$59.66

Captain (Police)*^
Deputy Fire Chief *^

N	\$85,966.40	\$88,420.80	\$90,875.20	\$93,329.60	\$95,784.00	\$98,238.40	►	\$117,894.40
	\$3,306.40	\$3,400.80	\$3,495.20	\$3,589.60	\$3,684.00	\$3,778.40		\$4,534.40
	\$41.33	\$42.51	\$43.69	\$44.87	\$46.05	\$47.23		\$56.68

Assistant Director of Public Works
Battalion Chief*^
City Assessor
City Treasurer
Deputy Finance Director
Deputy Health Commissioner
Lieutenant (Police)*^

M	\$81,452.80	\$83,803.20	\$86,132.80	\$88,462.40	\$90,792.00	\$93,100.80	►	\$111,737.60
	\$3,132.80	\$3,223.20	\$3,312.80	\$3,402.40	\$3,492.00	\$3,580.80		\$4,297.60
	\$39.16	\$40.29	\$41.41	\$42.53	\$43.65	\$44.76		\$53.72

None

L	\$76,939.20	\$79,164.80	\$81,348.80	\$83,553.60	\$85,737.60	\$87,942.40	►	\$105,539.20
	\$2,959.20	\$3,044.80	\$3,128.80	\$3,213.60	\$3,297.60	\$3,382.40		\$4,059.20
	\$36.99	\$38.06	\$39.11	\$40.17	\$41.22	\$42.28		\$50.74

Deputy City Clerk
Economic Development Executive Director
Library Manager
Manager of Planning & Zoning
Network and Security Administrator
Principal Assistant City Attorney
Principal Engineer
WIC Program Director

* Annual Holiday Allowance Additional

^ Compression Adjustment

CITY OF WEST ALLIS PAY PLAN - FLSA EXEMPT

May 3, 2022

RESIDENT

Grade	87.5% Minimum	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Control Pt.	High Performance	120.0% Maximum
K	\$72,425.60	\$74,505.60	\$76,564.80	\$78,644.80	\$80,704.00	\$82,784.00	►	\$99,320.00
	\$2,785.60	\$2,865.60	\$2,944.80	\$3,024.80	\$3,104.00	\$3,184.00		\$3,820.00
	\$34.82	\$35.82	\$36.81	\$37.81	\$38.80	\$39.80		\$47.75

Adult Services & Circulation Supervisor
 Business Manager
 Cataloging & Technical Processing Librarian
Communications Manager**
 Community Engagement Coordinator
 Development Project Manager
 Electrical Maintenance Superintendent
 Environmentalist Team Lead
 Facilities Superintendent
 Fleet Services Superintendent
 Forestry & Grounds Superintendent
 Lead Public Health Nurse
 Municipal Court Administrator
 Professional Engineer
 IT Supervisor
 Safety & Training Coordinator
 Sanitation & Streets Superintendent
 Water Systems Superintendent

J	\$67,912.00	\$69,867.20	\$71,822.40	\$73,756.80	\$75,691.20	\$77,625.60	►	\$93,142.40
	\$2,612.00	\$2,687.20	\$2,762.40	\$2,836.80	\$2,911.20	\$2,985.60		\$3,582.40
	\$32.65	\$33.59	\$34.53	\$35.46	\$36.39	\$37.32		\$44.76

Assistant City Attorney
 Children Services Supervisor
~~Communications Manager~~
 Community Development Senior Planner
 Communications Strategist
 Deputy Treasurer/Senior Accountant
 Engineer & Professional Land Surveyor
 Environmentalist Coordinator
 Code Enforcement Officer - Supervisor
 Public Health Nurse Coordinator
 Senior Accountant
 Street & Sewer Supervisor

I	\$63,377.60	\$65,208.00	\$67,017.60	\$68,827.20	\$70,636.80	\$72,446.40	►	\$86,923.20
	\$2,437.60	\$2,508.00	\$2,577.60	\$2,647.20	\$2,716.80	\$2,786.40		\$3,343.20
	\$30.47	\$31.35	\$32.22	\$33.09	\$33.96	\$34.83		\$41.79

Civil Engineer
Communications Supervisor**
 Customer Service Administrator
 Customer Service Center Administrator
 Database Administrator
 Environmentalist
 HR Generalist
 Lead Planner
 Public Health Nurse
 Public Health Specialist
 Sanitation Supervisor
 Senior Buyer
 Senior Center Coordinator
 Solutions Analyst
 Supply Chain Purchasing Manager

H	\$58,926.40	\$60,611.20	\$62,275.20	\$63,980.80	\$65,665.60	\$67,329.60	►	\$80,808.00
	\$2,266.40	\$2,331.20	\$2,395.20	\$2,460.80	\$2,525.60	\$2,589.60		\$3,108.00
	\$28.33	\$29.14	\$29.94	\$30.76	\$31.57	\$32.37		\$38.85

Community Health Education Coordinator
 Housing Coordinator
 Librarian
 Office Supervisor
 WIC Project Nutritionist

G	\$54,371.20	\$55,931.20	\$57,470.40	\$59,051.20	\$60,611.20	\$62,150.40	►	\$74,568.00
	\$2,091.20	\$2,151.20	\$2,210.40	\$2,271.20	\$2,331.20	\$2,390.40		\$2,868.00
	\$26.14	\$26.89	\$27.63	\$28.39	\$29.14	\$29.88		\$35.85

Accountant
 Code Enforcement Office Supervisor
~~Communications Supervisor~~
 Community Health Nutritionist
 Economic Development Specialist

CITY OF WEST ALLIS PAY PLAN - FLSA NON-EXEMPT

May 3, 2022

RESIDENT

Grade	87.5% Minimum	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Control Pt.	High Performance	120.0% Maximum
I	\$30.47	\$31.35	\$32.22	\$33.09	\$33.96	\$34.83	➤	\$41.79

Commercial Construction Inspector
Electrical Mechanic **
Facility and Sign Specialist
Fleet Manager
Forestry and Grounds Specialist
GIS Analyst
Lead Electrical Mechanic **
Plumber **
Zoning Administrator and City Process Liaison

H	\$28.33	\$29.14	\$29.94	\$30.76	\$31.57	\$32.37	➤	\$38.85
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Business Process Analyst
Crime Analyst
Engineering Technician - IT Systems
Engineering Technician - Traffic & Utilities
Lead Equipment Mechanic
PC Network Specialist
Residential Construction Inspector
Victim Advocate
Water Lead Person

G	\$26.14	\$26.89	\$27.63	\$28.39	\$29.14	\$29.88	➤	\$35.85
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Boring Operator
Building Maintenance Technician
Dental Hygienist
Directional Boring Operator
Engineering Technician
Equipment Operations Specialist
Graphic Design/Production Specialist
HVAC Technician
Maintainer
Planner
Tourism and Event Coordinator
Tradesperson - Carpenter

F	\$23.98	\$24.66	\$25.35	\$26.04	\$26.72	\$27.41	➤	\$32.89
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Appraiser
Associate Planner
Dispatcher**
Equipment Mechanic
Equipment Operator
Housing Navigator
Lead Clerk Records Unit
Library Assistant
Maintenance Repairer**
Payroll Administrator
Pumping Station Operator
Rehabilitation Specialist
Senior Video Producer
Truck Driver - Lead**

** Market Exception

E	\$21.81	\$22.43	\$23.05	\$23.68	\$24.30	\$24.92	➤	\$29.91
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Accounting Specialist
Administrative Support Specialist
Administrative Support Specialist - Police Body Cameras
Arborist
Assistant Pumping Station Operator
Carpenter
Clerk/Election Specialist
Dispatcher-Trainer
Fleet Maintenance Technician
Human Resources Specialist
Lead Library Technician
Legal Secretary - Principal
Municipal Court Clerk
Code Enforcement Officer
Painter
PC Technician
Property Room Technician
Special Assessments Specialist
Truck Driver**

CITY OF WEST ALLIS PAY PLAN - FLSA NON-EXEMPT

May 3, 2022

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
D	\$19.63	\$20.19	\$20.75	\$21.32	\$21.88	\$22.44	►	\$26.93

Administrative Support Assistant
 Communications Assistant
 Community Health Technician
 Deputy Registrar
 Dispatcher
 Environmental Technician
 Inventory Services Specialist
 Legal Secretary - Senior
 Sign Painter
 Utility Locate Technician

C	\$18.17	\$18.69	\$19.21	\$19.74	\$20.25	\$20.77	►	\$24.92
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Circulation Services Representative
 Custodian/Janitor
 Laborer
 Library Technician
 Municipal Court Assistant
 Park Attendant
 Water Meter Technician
 WIC Support Staff

B	\$16.84	\$17.32	\$17.80	\$18.28	\$18.76	\$19.24	►	\$23.09
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Clerical Assistant
 Parking Control Operator
 Yard Attendant

A	\$15.59	\$16.03	\$16.48	\$16.92	\$17.37	\$17.81	►	\$21.37
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WIC Breastfeeding Peer Counselor

**CITY OF WEST ALLIS
RESOLUTION R-2022-0334**

**RESOLUTION APPROVING GENERAL FUND CLOSEOUT TRANSFERS FOR
FISCAL YEAR 2021**

WHEREAS, the City of West Allis is in the final stage of closing its 2021 fiscal year;
and

WHEREAS, certain accounting transactions need to be completed in advance of
closing out the year; and

WHEREAS, the 2021 unaudited General Fund surplus is around \$4.9 million; and

WHEREAS, prudent financial planning includes addressing the City's capital needs
and the City has a history of transferring surpluses from General Fund operations to capital
projects funds for capital needs; and

WHEREAS, the following resolutions have already earmarked 2021 operating and
surplus funds of \$563,934 for capital projects

- R-2021-0506 - \$31,000 for police generator design
- R-2021-0777 - \$56,248 for a hearing-impaired system
- R-2022-0137 - \$476,686 for a replacement police generator; and

WHEREAS, staff is recommending a transfer of \$4,251,172 for additionalto capital
projects funds for projects approved by the Capital Improvement Committee noted as
unfunded in the adopted 2021 CIP plan; and

WHEREAS, staff is also recommending approval of the attached budget closeout
transfers.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of
West Allis that a 2021 General Fund surplus transfer of \$4,815,106 to capital projects funds is
hereby approved.

BE IT FURTHER RESOLVED that the attached budget closeout transfers be and are hereby
approved.

BE IT FURTHER RESOLVED that the Finance Director is authorized and directed to
complete such transfers.

SECTION 1: **ADOPTION** "R-2022-0334" of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0334(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

-- ATTACHMENT --

Interdepartmental Transfers – The interdepartmental transfer process, an accounting entry only, includes utilizing funds from accounts within the General Fund that were underspent, as well as revenues and fund equity when necessary, to support the accounts that were overspent. Below are the departments overspent in 2021. Per State Statutes and the City of West Allis Budget Policy, Council approval is required to make this type of budget transfer. However, there is no financial impact of this process as both increase and decrease are contained in the same fund.

Overspent departments requiring transfer approval:

- Municipal Court - \$48,839
- City Attorney - \$260,046 (related to claims paid)
- City Administration - \$5,616
- Police & Fire Commission - \$12,611
- Fire Department - \$107,336
- Economic Development - \$36,532

**CITY OF WEST ALLIS
RESOLUTION R-2022-0325**

**RESOLUTION TO AUTHORIZE THE AGREEMENT BETWEEN THE CITY AND
ONTECH SYSTEMS, INC. FOR AN IT SECURITY ASSESSMENT FOR \$25,390
FROM ACCOUNT 100-1101-517.30-02**

WHEREAS, Cyber criminals are real and they have successfully attacked and breached many government institutions for fun, or their own financial gain. Staying ahead of the methods they use and keeping our shields strong is a never-ending challenge for a small IT organization like ours; and

WHEREAS, The West Allis IT Department prides itself in our track record for protecting the City's digital resources from external cyber threats. One of the tools we use to check ourselves is a periodic review of our security practices from an outside consulting firm. This was last done in 2016, was deferred due to Covid, and is now overdue; and

WHEREAS, OnTech Systems Inc. is a Menomonee Falls based firm that specializes in conducting these security assessments. OnTech also has a partnership with CVMIC and offers competitive pricing to CVMIC members; and

WHEREAS, OnTech will use their expertise to attempt to find vulnerabilities in our IT Security practices. In essence, they will attempt to hack in, find what they can, then show us what they did. They will also educate us on how to harden our program to keep the bad guys out. An Executive report will also be produced to that summarizes their findings; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the quote dated April 21st, 2022 for providing an IT Security Assessment by OnTech Systems Inc at a cost of \$25,390 be and is hereby accepted subject to approval of the form and substance thereof by the City Attorney's Office. The account where this will be charged to is account # 100-1101-517.30-02.

BE IT FURTHER RESOLVED, that the Information Technology Department be and is hereby authorized to enter into a contract for the aforesaid services.

SECTION 1: **ADOPTION** "R-2022-0325" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0325(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

Master IT Services Agreement

This Master IT Services Agreement (the "Master Agreement") is between Ontech Systems, Inc., a Wisconsin corporation ("ONTECH"), N85W16186 Appleton Avenue, Menomonee Falls, WI 53051, (262) 522-8560 and "CLIENT".

"CLIENT" Organization/DBA: City of West Allis

Street: 7525 W Greenfield Ave

City: West Allis

State: WI

Zip Code: 53214

Phone: (414) 302-8294

Date: 04/21/22

I. Purpose

The purpose of this Master Agreement is to detail the understandings under which ONTECH will provide professional IT services ("Services") to you. The Services to be provided will be mutually defined by ONTECH and you based upon your current need. The particulars of the Services selected and our charges for the Services are described in separate Proposals or **Addendums** which may include: Hourly & Project Consulting Services Addendum ("HCSA"); Managed Services Addendum ("MSA"); and Hosted Services Addendum ("HSA"). Each Proposal or Addendum selected by you now or in the future as evidenced by your signature or electronic acceptance is subject to and become part of this Master Agreement. This Master Agreement includes the Terms, Conditions and Definitions that apply to all of our Services and are detailed in **Exhibit A** attached to this Agreement.

II. **Terms Confidential.** The terms and conditions in this Master Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

EXHIBIT A

Terms, Conditions and Definitions

1) **General Terms. Exclusions, and Responsibilities.**

a) **General Responsibilities; ONTECH** will provide:

- i) Qualified personnel to perform all activities identified in this Statement of Work.
- ii) Detailed time reporting and related expense information to support its billings in electronic documentation.
- iii) Services in a professional manner and abide by the CLIENT's code of business conduct.
- iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.

b) **General Responsibilities; Client** will provide:

- i) Reliable Internet access.
- ii) ONTECH with remote access to its computer systems and equipment.
- iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement,
- iv) ONTECH with adequate work space and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.
- v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.
- vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.
- vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network

c) **General Responsibilities; Client** will agree:

- i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.

d) **Exclusions.** Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.

- i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH
- ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.
- iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.
- iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.
- v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.
- vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.

- vii) Service made necessary by Internet or telephone service provider outages.
- viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

2) Definitions. The following definitions apply to this Agreement:

"Addendum" are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

"Affiliate" is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

"Confidential Information" is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless excepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

"Client" is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. "Client" also refers to any subdivision or parent of the signatory to this Agreement.

"Delivery" or "Delivered" means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

"ONTECH" refers to the Corporation that has agreed to provide Services under this Agreement.

"You" means the CLIENT and **"Your"** means the request, facilities or operations of the CLIENT.

"Receipt" in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

"Services" are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

"Scope of Services" is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

"Signed" means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail).

"Subscription" means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

2) **Fees.** As compensation for the Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under a Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its fees and charges upon forty five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

- Parts, hardware and software not covered by warranties
- Software licenses, subscription or upgrade fees
- Manufacturer or vendor support fees, whether by annual contract or per incident
- Consumable materials, such as printer cartridges and removable storage tapes/disks
- Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH's office and the CLIENT's location at one-hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Agreement. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH's office to CLIENT's location. Upon CLIENT's request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

3) **Invoices.** ONTECH will issue invoices for the Services provided to CLIENT at mid-month and end of month. CLIENT agrees to pay such invoices within fifteen (15) days of receipt. Invoices not paid within forty-five (45) days of receipt will be subject to an interest charge of 1.5% per month/18% per Annum. CLIENT will also be responsible for and pay all costs of collection incurred by ONTECH including without limitation, reasonable attorney fees. Collection costs and reasonable attorney fees will be billed to CLIENT in advance of the initiation of any collection action. In the event of termination of this Agreement, CLIENT agrees that it will pay ONTECH pursuant to the terms set forth herein for all Products that have been ordered, partial Services provided and direct costs incurred by ONTECH to provide Services.

4) **Suspension/Termination of Services.** ONTECH reserves the right to suspend the delivery of Services if the CLIENT's account becomes 60 days or more past due effective upon CLIENT's receipt of written notice of Suspension. Services will not be resumed until the CLIENT's past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT's receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH's engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Master Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out of pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

5) **Master Agreement Term.** This Agreement shall be effective as of the date first above written and shall continue in effect for a period of twelve (12) months (the "initial term") unless canceled by either party upon sixty (60) days' written notice to the other or earlier terminated due to non-payment. This Agreement, if not canceled, shall further automatically renew for additional and successive periods of twelve (12) months and shall remain in effect thereafter until canceled by either party.

6) **Relationship.** The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

7) **Limited Warranties; Disclaimers.** ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT's sole and exclusive remedy for a breach of ONTECH's warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH's warranty. A claim for breach of ONTECH's warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT's discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH's warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH "AS IS." ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT's efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer's Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

8) **Insurance.** ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

(a) Worker's Compensation in accordance with the law in the State of Wisconsin.

(b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.

(c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

9) **Limitations of Liability; Indemnification.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.

EXCEPT AS PROVIDED IN PARAGRAPH SEVEN (7) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

10) **Confidentiality.** The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

11) **Non-solicitation of Ontech employees.** CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

12) **Integration; merger.** This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties

with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

13) **Binding effect.** This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.

14) **Governing law.** This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.

15) **No modifications.** Except as provided in paragraph 12, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.

16) **No assignments without consent.** This Agreement may not be assigned without the written consent of the other party.

17) **Counter-parts.** This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.

18) **Authority.** The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.

19) **Cancellation of Services by Client.** In the event that CLIENT elects to cancel Services, a written cancellation notice in conformity with paragraph five (5) above shall be delivered to ONTECH stating the Services to be cancelled. If CLIENT is NOT party to any continuing Addendum, ONTECH will issue charges on an hourly basis for providing documentation to CLIENT, purging data from systems and/or labor to work with CLIENT's new IT employee or provider. Subscription services and managed services will NOT be pro-rated and will be billed at a minimum of 1 full calendar month post the effective date of cancellation. All annual contracts for Managed Services and other Subscription services must be paid in full.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Master Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

HOURLY & PROJECT CONSULTING SERVICES ADDENDUM

This Addendum is subject to and incorporated into and made part of the Master IT Services Agreement (the "Master Agreement") by and between ONTECH AND CLIENT.

CLIENT desires to hire ONTECH to perform those certain Services more fully described in the Scope of Services below on the terms and conditions set forth in this Hourly Consulting Services Addendum ("HCSA").

Client: City of West Allis

Date: 04/21/22

CVMIC Assessment Project Only Quote #8892

1. **Scope of Services.** ONTECH shall provide to CLIENT mutually agreed upon Services described as computer consulting Services including, but not limited to planning, installation, implementation, troubleshooting and maintenance of network systems and hardware, including computers, servers, printers and switches, hubs, routers and other Products and accessory components. It is understood that ONTECH will assign an Account Team of Consultants, Account Managers, Help Desk Technicians, and Inside Sales Support to perform Services for CLIENT. ONTECH however reserves the right to substitute others with notice to CLIENT provided that CLIENT shall have the right to approve/reject other individuals assigned to provide Services in the event a reasonable reason exists for rejection of a proposed Service provider. Hourly Services are billed in 15 minute increments, whether remote or onsite. Some services may be scoped as a fixed fee if approved by client. Services may also be subject to other charges as described elsewhere in the Agreement.
2. **Fees.** CLIENT agrees to pay ONTECH the hourly rate fees based upon classification as set forth below or in any subsequent "Scope of Work" entered into by and between Ontech and CLIENT:

<u>Classification</u>	<u>Rate</u>
Hourly Services	\$180
Emergency & After-Hours Services	1.5 x Hourly Services

3. **Emergency; after hours Services.** Services may be needed by you from time to time to address an occurrence that impacts a critical business operation need and you desire Services on an Emergency or an after-hours basis. This need may be prompted by unanticipated events such as server failures, data corruption, third party hacking, or lack of proactive maintenance or managed services causing the need for urgent or emergency action. If Emergency Services are needed call or email our Help Desk and a support ticket will be created with a critical priority status. ONTECH will respond by coordinating the first-available service appointment with an appropriately skilled service technician to remediate the indicated issue(s) on a best-effort basis. The determination of whether

charges during ONTECH regular business hours 8:00 a.m. and 5:00 p.m. (CST) Monday – Friday will be invoiced at our Emergency hourly Services rate is within the sole discretion of ONTECH giving consideration to the timing and nature of the critical need, the availability of technicians, the impact upon ONTECH's scheduling of technicians at other locations, the re-assignment of a resource already engaged in other work and the degree of your proactive maintenance or managed services. The rate to be charged for Services will be confirmed to you by email at the time of your request for Emergency Services. All requests for Services to be performed after ONTECH regular hours, 8:00 a.m. and 5:00 p.m. (CST) Monday – Friday (“after hours”) will be at the Emergency hourly Services rate unless otherwise approved by ONTECH.

4. **Project Only Services.** CLIENT may occasionally use ONTECH for the sole purpose of a Project. Projects could include, but are not limited to: Server Migrations and Setup, Data Migrations, Cloud Migrations & Setup, Network Security Assessments and other 1 time services. These projects will be defined by a Scope of Services on a proposal approved by CLIENT and billed as a Fixed Fee or Hourly.
5. **Services not included:** CLIENT may occasionally require additional or amended Services outside of the terms of this CSA. ONTECH will provide a detailed Scope of Services and fee quote for any Managed Services or Hosted Services, required by CLIENT.

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560



N85W16186 Appleton Ave. · Suite A · Menomonee Falls, WI · 53051
www.ontech.com · 262.522.8560

Ontech New Customer Onboarding Documentation Office and Accounting Needs

Technical Contact

Full Name:

Phone:

Email:

List the contacts approved to submit support tickets, create tickets via our Client portal, email, and phone:

Please indicate whether you would like to submit tickets via. Choose one or more:

Email ☐

Phone ☐

Client Portal ☐

Would you like to schedule a 5 minute training session on our Service Portal? Yes

Accounting Contact

Full Name:

Phone:

Email:

If you would like invoices emailed to more contacts, please add the email address(es) here:

Do you require a Certificate of Insurance from Ontech? No

Do you require a W-9 from Ontech? No

Ontech's products and services are subject to sales tax.

Sales Tax County:

Is your organization tax exempt? No

- If yes, a tax exempt certificate must be provided. Please send to Jackie Buehler, jackie@ontech.com.

The Ontech Portal, <https://portal.ontech.com>, offers quick and easy access to your account. Invoices, statements, payment and billing history are all available. Pay online using one-time or auto payment options with credit card (3% fee applies) or ACH (free). A welcome email will be sent to get you setup.

Would you like to schedule a 5 minute training session on our Billing Portal? Yes

Note: Ontech Systems, Inc. is an S Corporation and does not require a 1099
EIN: 20-0636722

Ontech Billing Contact: Jackie Buehler, jackie@ontech.com , 262-522-8560 ext. 100



Project - Security Assessment

Quote # KB008892
Version 2



Prepared for:
City of West Allis

Tony Warkoczewski
twarkoczewski@westalliswi.gov

Prepared by:
Ontech Systems Inc.

Keegan Bolstad
keegan@ontech.com



N85W16186 Appleton Ave
Suite A
Menomonee Falls, Wisconsin 53051
www.ontech.com
(262) 522-8560

External

Description	Price	Qty	Ext. Price
Penetration Test (Active)			
External Network Penetration Test	\$17,500.00	1	\$17,500.00
Ingram Micro will conduct the PEN test on the 31 External IP's provided, which involves performing reconnaissance "foot printing" on the target IP's, scanning for vulnerabilities and then attempting to gain access via exploits or brute force attacks. Ingram will provide a Final Report and a companion PowerPoint presentation documenting what we vulnerabilities we found, if we were able to gain access and remediation recommendations for every vulnerability observed. This quote covers the PEN Test as well as the development of a Final Report and PowerPoint for presentation to the End Customer, documenting the recommendations to address issues uncovered during the PEN Test. The PEN Test includes a Vulnerability Scan as part of the project.			
Section Subtotal			\$17,500.00
Subtotal:			\$17,500.00

Internal Vulnerability Scan

Description	Price	Qty	Ext. Price
Network Security Appliance	\$850.00	1	\$850.00
Please review attached PDF for details in regard to the appliance and reports.			
Internal Vulnerabilities Scan Labor	\$7,000.00	1	\$7,000.00
172.16.4.0/24			
172.16.6.0/24			
172.16.8.0/24			
172.16.10.0/24			
172.16.11.0/24			
172.16.12.0/24			
204.107.158.0/24			
Domain Scan - cost per domain	\$40.00	1	\$40.00
westalliswi.gov			
Subtotal:			\$7,890.00

Internal Vulnerability Scan Scope of Work

Overview

1. Project Background and Description

City of West Allis is requesting a security assessment to get a "current state" of their network security, and to obtain recommendations on any actions needed to fix and security issues on their network.

2. Project Scope

This project includes the following items:

Onsite visit to run network scans and perform physical security assessment, including:

- o 1 AD Domain & 1 Web Domain
- o Approximately 8 VLAN networks size /24

Evaluation of scan results and creating documentation around findings and recommendations

Presenting recommendations to Village of Greendale staff

3. Roles and Responsibilities

Ontech will be responsible for:

Providing the appliance hardware to run network scans

Providing the software necessary to run network scans

Providing documentation and recommendations resulting from the scan

City of West Allis will be responsible for:

Providing a person familiar with the computer network and physical facilities to accompany Ontech's security engineer the day of the assessment and to answer questions

Providing domain administrator credentials for the purposes of running the Windows-centric network and computer scans

Providing access to a domain-joined computer (preferably a domain controller) to run some of the Windows scans from

Providing a secure area with network access for the network scan appliance to be staged from

4. Deliverables

Work with City of West Allis to schedule the initial onsite visit

Perform the scans and evaluation in a timely manner

Documentation, results, and recommendations stemming from the assessment in digital format

An onsite results meeting to review the items above

5. Assumptions

Ontech assumes that City of West Allis will be able to provide all items under their responsibility in section 3.

6. Anticipated Impact

There should be no impact to the user base or system availability. Ontech will take steps to try and ensure there are no unplanned impacts or outages.

7. Specific Exclusions from Scope

Social Engineering and user testing is not included as part of this assessment.





N85W16186 Appleton Ave
Suite A
Menomonee Falls, Wisconsin 53051
www.ontech.com
(262) 522-8560

Project - Security Assessment

Quote Information:

Quote #: KB008892

Version:

Delivery Date:

Expiration Date:

Prepared for:

City of West Allis

7525 W Greenfield Ave

West Allis, WI 53214

Tony Warkoczewski

(414) 302-8330

twarkoczewski@westalliswi.gov

Prepared by:

Ontech Systems Inc.

Keegan Bolstad

(262) 522-8560

keegan@ontech.com

Quote Summary

Description	Amount
External	\$17,500.00
Internal Vulnerability Scan	\$7,890.00

Total: \$25,390.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Ontech Systems Inc.

City of West Allis

Signature:

Signature:

Name: Keegan Bolstad

Name: Tony Warkoczewski

Title: Sales Manager

Date:

Date: 04/21/2022

**CITY OF WEST ALLIS
RESOLUTION R-2022-0326**

**RESOLUTION RELATIVE TO ACCEPTING THE SOLE SOURCE PROPOSAL OF
\$22,914.91 FROM CABLECOM, LLC TO INSTALL HIGH-SPEED FIBER-OPTIC
INTERNET SERVICE AT THE WEST ALLIS FARMERS MARKET LOCATED AT
6501 W. NATIONAL AVENUE**

WHEREAS, the City of West Allis owns a fiber optic cable network that it uses to provide for its telecommunications needs and to enhance the services it offers to residents; and

WHEREAS, The City of West Allis Information Technology Department and Public Works Department have been working to improve internet access at City parks and facilities to improve the community and citizen's quality of life as related to Goal 1 Community and Goal 4 Infrastructure in the City's 2022-2026 Strategic Plan; and

WHEREAS, internet speeds at the West Allis Farmers Market have been particularly slow, and the existing wi-fi only service is inadequate to meet the current and future needs of the West Allis Farmers Market; and

WHEREAS, the existing wi-fi at the West Allis Farmers Market will become completely unavailable with the completion of adjacent construction projects; and

WHEREAS, this improved Internet service will also provide the infrastructure necessary to expand the number of security cameras we could install at the Farmers market; and

WHEREAS, the City of West Allis has negotiated for the installation of high-speed fiber optic cable line to the West Allis Farmers Market for the rate of \$22,914.91 and the City of West Allis has secured funding for the project in Community Development Block Grant (CDBG) funding; and

WHEREAS, the installation of high-speed internet at the West Allis Farmers Market will greatly benefit the community and visitors, patrons and businesses at the market.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the quote dated April 26th, 2022 for providing a high-speed fiber installation by CableCom, LLC at a cost of \$22,914.91 be and is hereby accepted. The project will be charged to account # 220-7522-563.31-02.

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

SECTION 1: **ADOPTION** “R-2022-0326” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0326(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

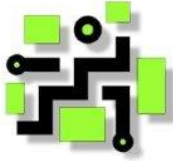
	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



CableCom LLC
6070 N. Flint Road
Glendale, WI 53209

(414) 226-2205
(414) 226-2269 FAX



City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

(262) 243-4471
(262) 243-4351 FAX

April 26, 2022

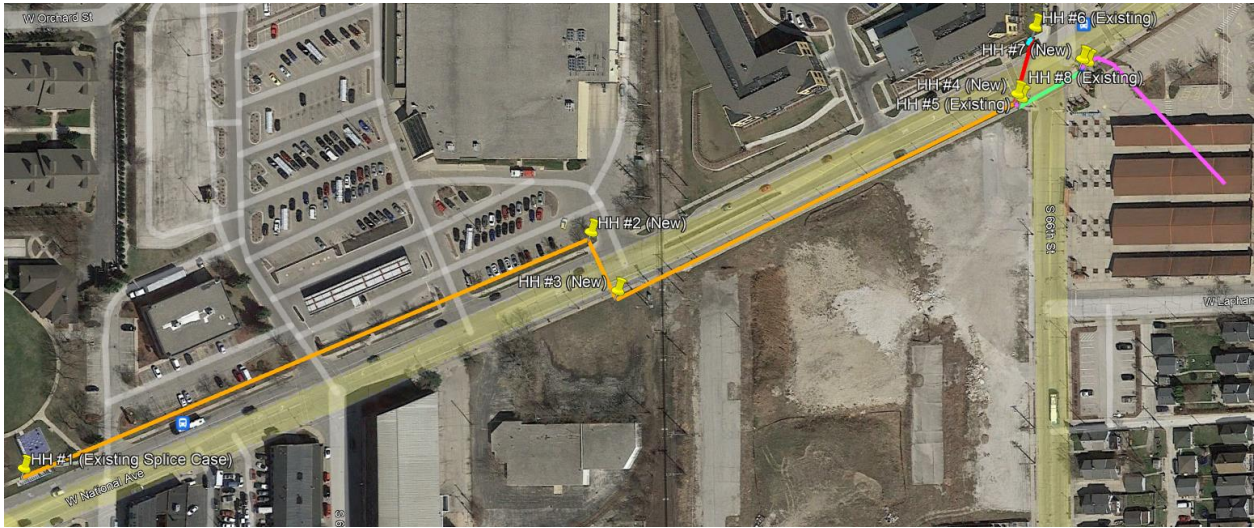
**Rev #4 Incl Prevailing Wage
Veteran's Park to Farmer's Market Singlemode Fiber Installation**

Quoted by: Brent Lidwin

Due to volatile raw material costs the following pricing can only be held for (30) days from the above date.

Scope of Work

CableCom will provide materials and/or labor to complete the following scope of work:



1. Client to supply and install duct from Veteran's Park handhole located in the sidewalk on the north side of National Avenue, at the Bubble Bike Rack to the Farmers Market.
 - a. Client to install mule tape from the existing thru all ducts and handholes to the Traffic Cabinet located northwest corner of 66th & National Avenue and to the Farmer's Market Office Entry.
2. All restoration to be completed by the City of West Allis.
3. CableCom to install (1) singlemode 24-strand fiber optic cable between the handhole near the Police Substation in to the handhole located at the southwest corner of 66th & National Avenue
4. CableCom to install (1) singlemode 6-strand fiber optic cable between the handhole located at the southwest corner of 66th & National Avenue to the Traffic Cabinet located at the northwest corner of 66th and National Avenue
5. CableCom to install (1) singlemode 6-strand fiber optic cable between the handhole located at the southwest corner of 66th & National Avenue to the Farmer's Market Office.
6. A #12 tracer wire will be installed within the duct at the time the fiber is installed to facility future route identification.
7. Approximately 100-feet of fiber will be left coiled within the 1st & last handholes, along with roughly 50-feet coiled in the other (4) 24"x36"x36" handholes. The (2) handholes with sewer covers will not have any slack other than what is needed to make bends.
8. Approximately 25-feet of fiber will be left out of the conduit for terminations at the traffic cabinet and the Farmers Market for fiber splicing.
9. (1) New case to be installed in the Handhole located at the southwest corner of 66th & National.
 - a. This splice case will serve the Traffic Cabinet, Farmer's Market Office and future fiber that would be installed to the north, south, east & east of this handhole location.
10. All fibers will be tested and documented with an OTDR.
11. Test results will be emailed to the customer in PDF form to save for future reference.

<u>Commodity Code:</u>	<u>Per Unit:</u>	<u>Cost:</u>
725-23-047473 Dielectric 24-Count Fiber Optic Cable, Furnish Only	\$.35 per/ft	\$ 735.00
962-18-047409 Dielectric 24-Count Fiber Optic Cable, Install Only	\$ 1.25 per/ft	\$ 2,625.00
725-23-047471 Dielectric 6-count Fiber Optic Cable Furnish Only	\$.25 per/ft	\$ 275.00
962-18-047407 Dielectric 6-Count Fiber Optic Cable, Install Only	\$ 1.25 per/ft	\$ 1,375.00
962-18-047427 Tracer wire in new conduit, 12 AWG, Furnish and install	\$.60 per/ft	\$ 1,500.00
725-23-047311 Fiber Optic Splice Enclosure, 96 count, Single Splice Capacity, Furnish Only	\$ 307.00 ea	\$ 307.00
725-23-047315 Fiber Optic Splice Enclosure, 96 count, Single Splice Capacity, Install Only	\$ 150.00 ea	\$ 150.00
725-23-047459 Fiber Optic Termination Panel, 12 count, LC with UPC connectors, Furnish only	\$ 214.56 ea	\$ 429.12
962-18-047341 Fiber Optic Termination Panel, 12 count, LC with UPC connectors, Install only	\$ 150.00 ea	\$ 300.00
725-23-047295 Fusion Splice, Fiber Optic, Singlemode 1-12 count	\$ 52.50 ea	\$ 1,260.00
725-23-047295 Fusion Splice, Fiber Optic, Singlemode 13-24 count	\$ 40.00 ea	\$ 960.00
962-18-047435 Fiber optic network testing Troubleshooting and acceptance	\$ 175.00 per/hr	\$ 1,400.00
962-18-047436 ITS Documentation	LOT \$ 285.00	\$ 285.00
962-18-047437 Maintenance of Traffic	LOT \$ 350.00	\$ 350.00
962-18-036282 Cable installation, structured, copper And fiber optic, and related components	LOT \$	\$10,963.79
Includes SAM Prevailing Wage Rates , furnishing and installing 1" EMT Conduit, 12"x12"x4" Pull box, mule tape, LC pigtails, splice trays, splice sleeves, cable labels, 1" EMT 1-hole straps, 1" EMT couplers, 1" EMT box connectors with set screws, mobilization and Project Management, outdoor splice case w/ splice trays, PPE, opening & closing of (7) handholes		

1 Assumptions/Exclusions

1. All Work to be completed during normal business hours.
2. Access to areas of construction will be granted in a timely manner. Any excessive downtime outside the control of CableCom, due to project scheduling, other contractors, etc. will be billed on a time and material basis.

Cost for Described Work**Total: \$22,914.91 + tax & shipping****Customer Acceptance****Date:** __________
Accepted By (Signature)

The CableCom Standard Terms & Conditions are attached hereto and are incorporated herein by reference. In signing above, Customer accepts the terms set forth above and the accompanying CableCom Standard Terms & Conditions.

R-2022-0326 to Administration and Finance Committee
Sponsor: Alderperson Haass

Title: Resolution relative to accepting the sole source proposal of \$22,914.91 from CableCom, LLC to install high-speed fiber-optic internet service at the West Allis Farmers Market located at 6501 W. National Avenue.

Body

WHEREAS, the City of West Allis owns a fiber optic cable network that it uses to provide for its telecommunications needs and to enhance the services it offers to residents; and

WHEREAS, The City of West Allis Information Technology Department and Public Works Department have been working to improve internet access at City parks and facilities to improve the community and citizen's quality of life as related to Goal 1 Community and Goal 4 Infrastructure in the City's 2022-2026 Strategic Plan; and

WHEREAS, internet speeds at the West Allis Farmers Market have been particularly slow, and the existing wi-fi only service is inadequate to meet the current and future needs of the West Allis Farmers Market; and

WHEREAS, the existing wi-fi at the West Allis Farmers Market will become completely unavailable with the completion of adjacent construction projects; and

WHEREAS, this improved Internet service will also provide the infrastructure necessary to expand the number of security camera we could install at the Farmer's market; and

WHEREAS, the City of West Allis has negotiated for the installation of high-speed fiber optic cable line to the West Allis Farmers Market for the rate of \$22,914.91 and the City of West Allis has secured funding for the project in Community Development Block Grant (CDBG) funding; and

WHEREAS, the installation of high-speed internet at the West Allis Farmers Market will greatly benefit the community and visitors, patrons and businesses at the market.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the quote dated April 26th, 2022 for providing a high-speed fiber installation by CableCom, LLC at a cost of \$22,914.91 be and is hereby accepted. The project will be charged to account # 220-7522-563.31-02.

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

**CITY OF WEST ALLIS
ORDINANCE O-2022-0081**

**ORDINANCE TO CONSOLIDATE TEMPORARY OCCUPANCY PERMITS AND
PRIVILEGES FOR OBSTRUCTIONS AND EXCAVATIONS IN THE RIGHT-OF-
WAY**

AMENDING CH. 11

WHEREAS, Wis. Stat. 66.0425(10) states that a privilege may be granted only as provided under that section; and

WHEREAS, the code can be simplified by simply requiring a privilege or permit for any obstruction or excavation in the public way rather than specific types of permits;

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

SECTION 1: **ADOPTION** “11.031 Excavations And Obstructions In Public Ways” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

11.031 Excavations And Obstructions In Public Ways*(Added)*

1. Prohibition. Any obstruction or excavation placed beyond a lot line or within a highway without legal authority to place the obstruction or excavation may be summarily removed or filled without notice. No person may place an obstruction or excavation beyond a lot line or within a highway unless:
 - a. The obstruction or excavation is allowed by permit or privilege under this section, or
 - b. The obstruction or excavation is specifically allowed by state law or another section of this code.
2. Regulations. Unless the common council or city engineer allows otherwise, any person who places an obstruction or excavation beyond a lot line or within a highway shall do all of the following to the satisfaction of the city engineer:
 - a. Not excavate more than two-thirds of the width of a roadway or not more than one-third of the width of any alley
 - b. At all times keep roadways, alleys, and sidewalks open to traffic.
 - c. Place excavated and surplus materials directly on a vehicle from the excavation for immediate removal from the site, and may not place those materials on the street, sidewalk, or alley.
 - d. Upon completion of work, restore of the street, sidewalk, or alley to its original condition or pay for the restoration of the street, sidewalk, or alley if

- the city or a city contractor performs the restoration.
- e. Perform all work in a good workmanlike manner.
 - f. Maintain any excavation in a safe and passable condition for all traffic until the street, alley or sidewalk is restored.
 - g. Give at least 24 hours' advanced notice to the city engineer of the time when an excavation will be backfilled.
 - h. Erect, place, and maintain suitable and proper barriers about and around excavations and building material.
 - i. Erect, place, and maintain sufficient lights at each excavation, pile of material, fence or other obstruction in whenever those items are not sufficiently illuminated by natural light. In addition, during hours of darkness, warning lights shall be used on all drums, barrels, barricades, vertical panels and portable barriers. These lights shall be operated in the FLASHING mode when the aforementioned devices are used singly, and in the STEADY BURN mode when the devices are used in a series for traffic channelization.
3. Temporary Occupancy Permit. For any obstruction or excavation in place for less than 90 days, the city engineer may grant a temporary occupancy permit pursuant to Wis. Stat. 66.0425(7).
- a. The person responsible for the obstruction or excavation shall submit to the city engineer an application for the permit and pay a fee according to the Fee Schedule.
 - b. The city engineer may grant the permit if the applicant:
 - i. Assumes primary liability for damages to person or property by reason of the granting of the permit;
 - ii. Agrees to remove the obstruction or excavation upon 5 days' notice by the state or City;
 - iii. Waives the right to contest in any manner the amount of compensation charged;
 - iv. Files a bond in the amount specified in the Fee Schedule that runs to the City and to 3rd parties that may be injured and that secures the performance of the conditions specified in the permit; and
 - v. Complies with any other conditions placed upon the permit by the city engineer.
 - c. Third parties whose rights are interfered with by the granting of a permit have a right of action against the holder of the permit only.
 - d. Pursuant to Wis. Stat. 66.0425(6), telecommunications carriers, telecommunications utilities, alternative telecommunications utilities, public service corporations, cooperatives organized under Wis. Stat. ch. 185 to render or furnish gas, light, heat, or power, and cooperatives organized under Wis. Stat. ch. 185 or 193 to render or furnish telecommunications service shall secure a permit under this subsection for temporary obstructions or excavations in a highway and are liable for all injuries to person or property caused by the obstructions or excavations.
4. Privilege. For any obstruction or excavation in place for 90 days or more, the common

council may grant a privilege pursuant to Wis. Stat. 66.0425(2).

- a. The person responsible for the obstruction or excavation shall submit to the city engineer an application for the privilege and pay a fee according to the Fee Schedule.
 - b. The common council may require the applicant to file a bond that does not exceed \$10,000 that runs to the city and to 3rd parties that may be injured and that secures the performance of the conditions of the privilege.
 - c. The common council grants a privilege with no application, fee, or bond to the following obstructions:
 - i. A United States Post Office mailbox or newspaper consumer receptacle installed in a manner consistent with the guidelines and requirements set forth by the postmaster general.
 - ii. Any obstruction that minimally extends beyond a lot line, does not present any hazard to the public, and will not interfere with the normal public use of the right-of-way, as solely determined by the city engineer.
 - iii. Any limbs, branches or other part of any tree, shrub or bush extending over a roadway, sidewalk, or alley at least 13 feet above the surface of the roadway, sidewalk, or alley.
5. Bond Refund. The city engineer may hold any bond deposited for up to 1 year after closure of a permit or privilege if any street, sidewalk, or alley was demolished and had to be restored to its original condition. Except as stated, the city engineer shall return any bond as soon as practicable less any expenses owed or billed.
6. Expenses Billed
- a. Any damages to the city or a 3rd party caused as a result of issuing a permit or privilege shall be paid by the permit or privilege holder.
 - b. A person responsible for any obstruction or excavation is not entitled to damages for removal of an obstruction or excavation.
 - c. If the person responsible for an obstruction or excavation does not remove the obstruction or excavation upon due notice, the City may cause it to be removed at the person's expense. which shall be paid out of any bond deposited.
7. Penalty. Any person who violates this section may be required to forfeit not less than \$25 nor more than \$500.

SECTION 2: **REPEAL** “11.135 Underground Lawn Sprinkling Systems” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~11.135 Underground Lawn Sprinkling Systems (Repealed)~~

1. No person, firm or corporation shall install or maintain an underground lawn sprinkling system in a public way without obtaining a permit from the City Engineer.
2. The applicant for a permit shall furnish such drawings or descriptions as will show the location of pipes, sprinkler heads and other appurtenances.
3. Such systems shall be so installed as not to interfere with any public works or improvements and shall be installed and operated in such a manner as not to create a nuisance or hazard to pedestrians and vehicles.
4. As a condition to the granting of a permit, the applicant agrees that no liability shall accrue to the City as a result of damages from construction, reconstruction, repair, snow plowing or related activities by the City or its agents within the public way.
5. The City Engineer may direct the removal of a sprinkling system from the public way. Such removal shall be at the expense of the owner. If the order to remove a sprinkling system is not complied with within thirty (30) days, the Board of Public Works is authorized to effect the removal and the cost thereof shall be assessed against the abutting property and entered on the tax roll as a special charge.
6. The permit required by this section shall be issued without charge. Fees for any permits required by the Plumbing Code shall be in accordance with Chapter XVI of the Revised Municipal Code. **[Ord. 6504, (delete S. 11.14), 3/7/2000]**

SECTION 3: **REPEAL** “11.03 Excavations And Obstructions In Streets, Alleys And Sidewalks” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~11.03 Excavations And Obstructions In Streets, Alleys And Sidewalks (Repealed)~~

1. Permit and Fees. **[Ord. 6204, 12/5/1995]**
 - a. Permit Required. No person, firm or corporation shall make any excavation in any public street, alley or sidewalk, between front lot lines, for any purpose whatsoever, unless a permit shall first be secured from the City Engineer, and the holder of the permit shall not be allowed to excavate in more than two-thirds (2/3) of the public street between the curb lines or not more than one-third (1/3) of the width of any alley, and shall at all times kept the street, alley or sidewalk open to traffic. Erosion control regulations, as approved by the Common Council, shall apply to all permits.
 - b. Contractors and Fees.
 - i. The provisions of Section 11.07, including, but not limited to, license, bonding and insurance requirements, are hereby adopted by reference and shall be complied with in work performed under this section, insofar as applicable.

- ii. The fee provided in Section 11.18 shall accompany each application for a permit, except as otherwise provided in this Section. The fee is non-refundable.
2. Fees and Deposits. A deposit shall be made for any excavation, in an amount to be determined by the City Engineer, which shall be commensurate with the cost of restoring the street, sidewalk or alley to its original condition.
The deposit, or any portion thereof, shall not be refunded until after a period of six (6) months following the restoration of the street, sidewalk or alley to its original condition on any semi-improved street, sidewalk or alley; and, shall not be refunded until after a period of one year following the restoration of the street, sidewalk or alley to its original condition on any permanently improved street, sidewalk or alley; and, then and thereafter, only that portion of the deposit exceeding the expenses incurred by the City of West Allis for said restoration shall be refunded.
Any public service corporation, regulated under Chapter 196 of the Wisconsin Statutes, shall be exempt from the provisions of this subsection requiring the payment of fees and deposits, but as a condition of accepting a permit shall save harmless the City and its officers and agents from all and any claims for injury to person or property for acts on the part of any such company, its agents, employees or subcontractors arising from the construction for which the permit was issued.
3. Work to be Done Promptly. When it is necessary to open any street, sidewalk or alley for the purpose of laying gas, water, sewer or other pipes, or for the installation of conduit for carrying electric light, telegraph, telephone or other wires or pipes, or for making water, gas, sewer, steam or other service connections, the holder of such permit shall perform the work promptly without unnecessary delay in a workmanlike manner. **[Ord. 6204, 12/5/1995]**

Excavated and surplus materials may not be placed on the surface of any street, sidewalk or alley, but must be loaded directly on a vehicle from the excavation for immediate removal from the site.

Upon completion of said work, the restoration of the street, sidewalk or alley to its original condition shall be done under the direction of the City Engineer directly by the City, or he may, in his judgment, permit the holder of the permit to make said restoration.

All work shall be done in a good workmanlike manner to the satisfaction of the City Engineer.

The holder of said permit shall be responsible for the excavation and replacement and restoration of the street, alley or sidewalk to its original condition. The excavation shall be maintained in a safe and passable condition for all traffic until the street, alley or sidewalk is restored.

4. Excavations.
 - a. Generally. In making excavations for trenches in streets or alleys paved with a pavement laid on a concrete foundation, the opening in the pavement and foundation must be at least sixteen (16) inches larger in all directions than the size of the trench to be excavated, so that there may be a shoulder of solid earth eight (8) inches in width on all sides of the opening to support the new

concrete foundation. Should the sides of the trench cave in during the progress of the work, an additional amount of pavement must be broken out so that the eight (8) inch shoulder may be maintained. Cuts in unimproved streets need only be made the same size as the proposed trench.

- b. Exposing Existing Pipes. During the making of the excavation where foreign pipes are encountered, the work shall be conducted so as not to disturb the same and where support is needed they must be supported securely in place by vertical props from the bottom of the ditch, one for every four (4) feet undermined, or such additional supports as may be required by the City Engineer. These props must not be less than two (2) inches by three (3) inches in cross section and have their lower ends on blocking solidly bedded on the undisturbed bottom of the trench or on any concrete or other permanent structure in the trench. In backfilling the trench, the props shall be undisturbed and left in place after back filling has been completed.

5. Backfilling.

- a. The trench must be backfilled with sand, gravel or other material approved by the City Engineer and all backfill material must be free of hard lumps of clay or other material which must be considered as stones and will be rejected when over five (5) inches in diameter. Material under the pipe may be settled by tamping or by flushing with water. Materials must be carefully puddled during the process of flushing.
 - b. After the backfilling under and around the pipe has been completed, the remainder of the trench must then be backfilled, to a point eighteen (18) inches below the level of the finished surface of the street. The backfilling shall be thoroughly flushed and carefully puddled as it is being filled. When the filling is flushed and puddled, it shall remain for a period of at least three (3) days and until it is thoroughly dried out, or as much longer as may be required by the City Engineer to have a solid fill.
 - c. After the backfilling has thoroughly settled and dried out, the top eighteen (18) inches shall be filled with dry material and thoroughly tamped up to the bottom of the pavement or to the surface of the road on unimproved streets. This dry material shall consist of gravel containing not less than forty percent (40%) of crushed stone screenings. This material shall be thoroughly tamped in layers not exceeding six (6) inches in thickness. If it is possible to do so, the tamping will be omitted and in lieu thereof the eighteen (18) inches of dry filling shall be consolidated with a heavy roller giving a compression of not less than three hundred fifty (350) pounds per lineal inch width of the heaviest roll.
6. Replacing Concrete Foundation. The minimum thickness of the new concrete over the backfilled trench shall be eight (8) inches for trenches up to twenty-four (24) inches in net width of earth excavation. For all trenches of greater width, concrete shall be replaced to a depth of twelve (12) inches over full width of trench, including the eight (8) inch extensions required herein. The new concrete foundation shall be properly mixed in the proportion of one part of cement, two (2) parts of sand, and four (4) parts of stone, said sand and stone to be screened and washed and free from dirt and other

impurities.

7. Replacing Surface. The surface pavement shall be replaced using new materials as necessary to restore the surface as nearly as possible to its original condition. Asphalt shall be removed carefully in large slabs and temporary repairs may be made by cementing the slabs back in place until permanent repairs are made by the City, in accordance with City specifications for such work. All refuse and excess dirt and materials shall be removed from the street surface as the work progresses or immediately upon its completion.
8. Notice to City Engineer. Every person making application for a permit to excavate in any street, sidewalk or alley shall give the City Engineer twenty-four (24) hours notice, in writing, of the time when he is to backfill the excavation in any street, sidewalk or alley and the location thereof. **[Ord. 6204, 12/5/1995]**

The holder of said permit shall be responsible for the maintenance of said excavation and shall further maintain same in a safe and passable condition for all traffic until the street, sidewalk or alley is restored to its original condition.

When the holder of said permit fails to safely maintain said excavation in any street, sidewalk or alley, then the same shall be maintained and made safe and passable by the City Engineer and the expense thereof charged to the holder of said permit. When excavations and cuts in streets, sidewalks or alley are restored by the City Engineer, the expense thereof shall be charged to the holder of said permit.

9. Liability of Contractor; Barriers. The person or persons to whom a street permit is issued shall assume all liability and responsibility for any and all damages in any manner resulting from such use of said street, alley or sidewalk, and shall, at all times, erect, place and maintain, to the satisfaction of the City Engineer, suitable and proper barriers about and around such excavation of building material, and sufficient lights shall be displayed and maintained during the whole of every night at each excavation, pile of material, fence or other obstruction on any public street, alley or sidewalk, so that the same will be in full view of the public, and placed in such a manner as will effectually safeguard the same against accidents happening or resulting in any manner therefrom. Such person or persons shall indemnify and keep the City of West Allis free and harmless from any claim or damages of any nature whatsoever by reason of the negligence or carelessness of such person or persons, their agent or employee.
10. Duty of Contractor; Warning Lights. It shall be the duty of every person who may receive a contract for the grading, filling, paving and laying of sidewalk, sewer, water mains or doing any repairing or improvement of any street, alley or sidewalk and of every person who shall be engaged in the above named work to remove all dirt or other obstacles deposited by them on any sidewalk, street or alley each day before discontinuing their work and to keep such sidewalk, street or alley during the progress of such work at all times reasonably passable and safe, and that proper guards and barriers are at all times maintained on and about the said work, and that proper warnings and signals are at all times displayed, and that from one-half (1/2) hour after sundown to one-half (1/2) hour before sunrise proper and sufficient lights be placed in and about the said work to give proper warning of its condition to all persons entitled

to use the said street, alley or sidewalk.

11. Preventing Use of Streets, Alleys and Sidewalks. Subject to the provisions of Section 7.10(3) of this Code, no person, firm or corporation shall obstruct or impede the free use of or travel upon any part of any street, alley, sidewalk or crosswalk in the City with any carriage, wagon, automobile, truck, sand, gravel, dirt, debris or other article or material whatsoever, and any person who shall violate the provisions of this section shall assume all liability and responsibility for any and all damages which may be sustained by any person or persons by reason of such violation of this section. The Director of Public Works is authorized to order the immediate removal of such article or obstruction and, upon any refusal or neglect so to do, to cause the same to be removed, and the expense of such removal shall be paid by the person or persons responsible for each obstruction.
12. Destroying and Disobeying Barrier Signs. It shall be unlawful for any person, without proper authority, to remove, throw down or cause to be removed or thrown down, any barrier or barricade or any part thereof, or to remove, put out or destroy, or turn out or tamper with, or cause to be removed, put out or destroyed, or turned out or tampered with, any lamp or light, or in any other manner whatsoever, tamper with or molest any lamp or light, barrier or barricade erected or put up in or upon any public ground or public street, and it shall be unlawful for any person to drive by any barrier or barricade erected in any public place or highway by the Director of Public Works, or his authorized agents, or by any other person duly authorized to erect such barrier or barricade, or in any other manner whatsoever, to enter upon any barricaded public place or street, unless he shall first secure a written permit therefor from the Director of Public Works, and, in such case, the barricade shall immediately be replaced.
13. Injuring Trees and Shrubs. No person shall place or maintain upon the ground in a public street, stone, cement, lumber or other substance or material which shall impede the free passage of water and air to any tree or shrub in such street without leaving an open space of ground outside the trunk of said tree or the base of said shrub of an area not less than sixteen (16) square feet. Before depositing any such materials in any street of the City near to trees or shrubs therein, the person so depositing said materials shall place such guards around the trees and shrubs as shall effectually prevent injury to them.
14. Obstructions of Street and Alleys; Branches and Shrubbery. No owner or occupant of any land or real property fronting or abutting on any of the streets or alleys of this City shall suffer or permit any limbs, branches or other part of any tree, shrub or bush to project over any street or alley in the City, unless any such branch or bush so projecting be higher than thirteen (13) feet from the surface of the street or alley. **[Ord. 6154, 4/4/1995]**
15. Street Decorations Regulated.
 - a. Permit Required. No person, firm or corporation shall erect, install or maintain any pennant, light, wreath, figure, advertising display or similar street decoration of the type commonly used in commercial shopping areas during the Christmas season and other similar periods without having first obtained a permit therefor, as herein provided, and in accordance with the terms of this subsection.

- b. Duration of Permit. A permit shall be effective for a period of thirty (30) days; provided, however, that the Director of Public Works may extend the period an additional thirty (30) days for cause.
 - c. Safety Requirements. All street decorations must be securely fastened and otherwise safely erected or installed so as not to constitute a danger to person or property. They shall be placed at such height, at such locations and in accordance with other safeguards and requirements, as are provided in the permit.
 - d. Bond. Each permittee shall file a bond with the Director of Public Works in the amount of one thousand dollars (\$1,000), conditioned to indemnify the City for the cost of removing the street decorations, as hereinafter provided.
 - e. Liability Insurance. Each permittee shall file proof of liability coverage with the Director of Public Works in the amounts of \$50,000-\$100,000-\$10,000, written by an insurance company licensed to do business in Wisconsin. The policy shall provide for contractual liability coverage for the following indemnity agreement:

"The permittee agrees to indemnify and hold harmless the City from any loss or damage or liability which may result from the issuance of this permit, or from the erection, installation or maintenance of the said street decorations, arising from any cause whatsoever."
 - f. Revocation. The permit herein provided is for a privilege and is subject to revocation at will by the Director of Public Works.
 - g. Removal. The Director of Public Works may remove the street decorations upon revocation of a permit or seventy-two (72) hours after the expiration of a permit, and may charge the complete expense of such removal to the permit holder and his bonding company. The amount of the expense, as certified by the Director of Public Works, shall be conclusive.
16. Dumping or Depositing Snow. See Section 11.12 of this Code.
17. (Reserved). [Ord. O-2004-0016 (repealed), 5/4/2004]

SECTION 4: **REPEAL** "11.035 Regulation Of Newspaper Distribution Boxes" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~11.035 Regulation Of Newspaper Distribution Boxes~~ (Repealed)

- 1. Purpose. The purpose of the following is to promote the public health, safety and welfare through the regulation of placement, appearance, servicing and insuring of newspaper distribution boxes on public rights-of-way so as to:
 - a. Provide for pedestrian and driving safety and convenience;
 - b. Restrict unreasonable interference with the flow of pedestrian or vehicular

traffic, including ingress or egress from any residence or place of business, or from the street to the sidewalk by persons entering or exiting parked or standing vehicles;

- c. Provide reasonable access for the use and maintenance of sidewalks, poles, posts, traffic signs or signals, benches, hydrants, mailboxes and access to locations used for public transportation purposes;
- d. Relocate and/or replace newspaper distribution boxes which result in a visual blight and/or excessive space allocation on the public rights-of-way or which unreasonably detract from the aesthetics of store window displays, adjacent landscaping and other improvements, as well as to have abandoned newspaper distribution boxes removed;
- e. Maintain and protect the values of surrounding properties;
- f. Reduce unnecessary exposure to the public to personal injury or property damage;
- g. Treat all newspapers equally regardless of their size, content, circulation or frequency of publication;
- h. Maintain and preserve freedom of the press.

2. Definitions.

- a. "Newspaper Distribution Box" shall mean any type of unmanned device for the vending or free distribution of newspapers, news periodicals or written materials, including circulars, pamphlets, papers, booklets and any other printed or otherwise reproduced written material which advertises for sale any merchandise, product, commodity or thing or which attracts attention to any business, commercial establishment or other activity for the purpose of directly promoting the interest thereof by sales, private gain or profit.
- b. "Public Right-of-Way" means all of the area dedicated to public use existing between property lines adjacent thereto and is intended to include, but not limited to, roadways, streets, parkways, alleys and sidewalks.
- c. "Block" means both sides of any street in a public right-of-way which exists between two consecutive intersecting streets and is intended to include, but not limited to, the roadways, streets, parkways, alleys and sidewalks within that right-of-way.

3. Applications.

- a. No newspaper distribution box shall be maintained within any public right-of-way, except by privilege granted under this section.
- b. The applicant shall file with the City Engineer a written application for such privilege, which shall contain the following information:
 - i. The name, address and telephone number of the applicant who is the owner and/or principal in responsible charge of the newspaper distribution box.
 - ii. The name, address and telephone number of a responsible person whom the City may notify or contact at any time concerning the applicant's newspaper distribution box.
 - iii. The number of newspaper distribution boxes and names of newspapers or periodicals to be contained in each, including any

- existing newspaper distribution boxes.
 - iv. Site plan showing exact location of each newspaper distribution box and supporting or enclosing structure, including installation and maintenance, and sufficient information to determine that said location complies with the provisions of this article.
 - c. A finding made by the City Engineer whether an applicant is in compliance with the provisions of this section will be made within five (5) working days of the City's receipt of the completed application.
4. (Reserved).
5. Fees.
- a. If such application is approved by the City Engineer, the privilege shall be issued upon payment of fees by the applicant in the amount of thirty dollars (\$30.00) per box per year for a new installation, and twenty-five dollars (\$25.00) per box per year for a renewal. Additional locations may be added to such privilege upon approval of the City Engineer and payment of the required fees.
 - b. All such privileges shall expire on November 30.
 - c. The fee specified herein has been determined to be the equivalent to be the minimum of processing issuance of such privileges and necessary inspections.
6. Bond. No privilege shall be issued until the applicant files a bond in the amount of ten thousand dollars (\$10,000.00) running to the City and to such parties as may be injured because of installation or maintenance of such newspaper distribution boxes within the public right-of-way or upon City property. There shall be one bond per applicant.
7. Conditions of Privilege.
- a. All such privileges shall be granted only upon the condition that by acceptance of such privilege, the applicant:
 - i. Shall become primarily liable for damages to person or property by reason of the granting of the privilege;
 - ii. Shall be obligated to remove any such newspaper distribution box within ten (10) days' notice by the State of Wisconsin or by the City;
 - iii. Shall waive its right to contest in any manner the validity of Sec. 66.0425 of the Wisconsin Statutes, or of this section.
 - b. It shall be a further condition of any such privilege that the City shall not be responsible for any damage to such box or boxes because of snowplowing or removal operations or any other municipal maintenance function.
 - c. The holder of any such privilege shall be entitled to no damages for the removal of any such newspaper distribution box and, if such holder shall not remove the same upon due notice, it shall be removed by the City at the holder's expense.
 - d. Third parties whose rights are interfered with by the granting of such privilege shall have a right of action against the holder of the privilege only.
 - e. Written notice by the City to the person designated in Subsection (3)(b)2 shall constitute proper notice.
8. Placement Generally.

- a. In any one block, there shall be no more than twenty-four (24) newspaper distribution boxes of which no more than four (4) newspaper distribution boxes dispensing any one publication. There shall be no more than twelve (12) newspaper distribution boxes of which no more than two (2) newspaper distribution boxes dispensing any one publication on one side of any street between two intersecting streets.
 - b. Newspaper distribution boxes between intersecting streets may be placed together in groups consisting of one to eight (1 to 8) newspaper distribution boxes. Each group shall be separated by a distance not less than one hundred (100) feet. Each newspaper distribution box within a group shall be separated no more than two (2) feet from each other.
 - c. Newspaper distribution boxes shall be placed parallel to and not less than twelve (12) inches nor more than twenty-four (24) inches from the face of the curb. Newspaper distribution boxes placed near the wall of a building must be placed parallel to and not more than six (6) inches from the wall.
9. Prohibitions. No newspaper distribution box shall be located:
 - a. Within ten (10) feet of any marked crosswalk or the curb return of any unmarked crosswalk;
 - b. Within ten (10) feet of any fire hydrant, fire call box, police call box or other emergency facility;
 - c. Within five (5) feet of any driveway or alley;
 - d. Within five (5) feet ahead of and fifteen (15) feet to the rear of any sign marking a designated bus stop measured along the curb of the street;
 - e. Within five (5) feet of any access ramp for disabled persons;
 - f. Within the sight triangles of street intersections;
 - g. Within six (6) feet of a display window or building entrance;
 - h. At any location where the clear space for the passage way of pedestrians would be reduced to less than five (5) feet by its placement.
10. Maintenance and Repair.
 - a. Newspaper distribution boxes shall be maintained in good working order at all time, freshly painted, with unbroken hoods.
 - b. The name, address and telephone number of a person responsible for the newspaper distribution box who may be contacted at any time concerning such box shall be displayed on the hood of the box in such a manner as to be readily visible and readable to a prospective customer thereof. Any newspaper distribution box stand without the necessary identifying information, shall be immediately removed.
 - c. Each newspaper distribution box shall be maintained in accordance with the terms of this article and the approved privilege.
11. Violations. Any person who violates this section may be required to forfeit not less than \$25 nor more than \$500.

SECTION 5: **REPEAL** “11.04 Storage Of Materials On Streets, Alleys And Sidewalks” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~11.04 Storage Of Materials On Streets, Alleys And Sidewalks (Repealed)~~

1. ~~Permit Required. No person, firm, corporation, their agent or employee, shall occupy any portion of any public street or alley, between front lot lines, in the City by depositing building or other material on a public street or alley, without first having obtained a street permit for the temporary occupancy of a part of the public street or alley, from the Director of Public Works.~~
2. ~~Permit Fee. In addition to the fee herein required, a depository bond, in currency, in an amount to be determined by the Director of Public Works, which shall be commensurate with the cost of restoring the street, alley or sidewalk to its original condition, must accompany each application. The amount of the bond to remain with the Director of Public Works until he is satisfied that the street, alley or sidewalk, has been placed in the condition to which it was prior to the granting of the permit. If within five (5) days after the permit expires, the street, alley or sidewalk is not restored to its proper condition, any or all of the depository bond may be used by the Director in putting the street, alley or sidewalk in condition, and the balance, if any, shall be returned to the holder of the permit upon application being made to the Director.~~
3. ~~Limits of Street Use. Any temporary occupancy, when between the curb lines, shall not cover more than one-third (1/3) of the public street and in no case more than thirty (30) feet in width in total, or not more than one-third (1/3) of the width of any alley; and, in case there are any railway tracks on the street, no building material, fence or edge of a temporary walk shall be nearer than one-half (1/2) the distance between the curbing and the nearest rail of such track, but in no case nearer such rail than four (4) feet.~~

~~The permission granted herein to occupy a public street or alley is extended for use in connection with the actual erection, alteration, repair or removal of structures, construction of concrete sidewalks, etc., and shall permit the holder of a permit to use only that portion of the public street in front of the premises of the structure or concrete sidewalk, etc., in process of construction and not extending beyond the continuation of the lot lines.~~
4. ~~Sidewalk to be Kept Open. The holder of any street permit shall not interrupt the sidewalk traffic but shall at all times keep open and unobstructed a sidewalk of not less than four (4) feet in width. The sidewalk may be crossed by a driveway to give access to the building site, but any damage that may be done to the sidewalk shall be repaired by the person to whom the permit is issued; and, the sidewalk shall be restored to as good a condition as it was before the permit was issued.~~

~~When a building is being constructed or reconstructed, and it shall be necessary to obstruct any sidewalk, or portion thereof, then a sidewalk shall be built temporarily~~

- around such obstructed sidewalk, said sidewalk to be not less than four (4) feet wide, and to be perfectly on the level and its approach to be not on a greater slant than one (1) inch per foot and to be built of good substantial material.
5. Disposal of Earth and Rubbish. Earth taken from excavations and rubbish from buildings shall not be stored upon the sidewalks or streets or alleys but must be loaded directly on a vehicle for immediate removal from the site. Where such materials are dry and apt to produce dust when handled, they shall be kept moist to prevent dust. Building rubbish accumulation on upper floors shall be lowered by elevators or some similar device approved by the Building Inspector in closed receptacles or by closed chutes connected directly to vehicles.
 6. Sheds, Fences, Guy Wires. On the portion of such public streets or alleys for which a permit has been granted, building material may be stored or used and temporary sheds or fences may be erected for use in connection with the building operations, in such manner as to protect the public. No guy lines shall be less than fifteen (15) feet above the road bed outside of the confines of the street permit. No materials, fence or shed shall be placed in any way that will obstruct free approach to any fire hydrant, street light or public utility poles, manhole, catch basin, fire or police alarm box or any similar operation of the street or alley designated for a particular purpose and to which ready access at all times is necessary. No obstruction shall be placed so that there will be interference with the passage of water in the gutter.
 7. Spilling Sand, Gravel, etc. It shall be unlawful for any person, firm or corporation to carry or transport sand, gravel or other material of any kind whatsoever within the City in a wagon or other vehicle of any kind, unless the same shall be securely closed to prevent the contents thereof from falling or being scattered on the street or alley during its transportation.
 8. Barricades, Lights, Indemnity. The person or persons to whom a street permit is issued shall assume all liability and responsibility for any and all damage in any manner resulting from such use of said street, and shall, at all times erect, place and maintain, to the satisfaction of the Director of Public Works, suitable and proper barriers about and around such excavation or building material, and sufficient lights shall be displayed and maintained during the whole of every night at each excavation, pile of material, fence or other obstruction on any public street or alley so that the same will be in full view of the public, and in such a manner as will effectually safeguard the same against accidents happening or resulting in any manner therefrom. Such person or persons shall indemnify and keep the City of West Allis free and harmless from any claim or damages of any nature whatsoever by reason of the negligence or carelessness of such person or persons, their agents or employees.
 9. Final Clean-Up of Area. Upon the termination of the building operations, the street permit shall cease to exist and all parts of the public street or alley occupied under the permit shall be vacated, cleaned of rubbish or any obstruction, and placed in a safe condition for public travel. All costs, charges and expenses through lawsuits, or cost of restoring the street, alley or sidewalk to its original condition shall be chargeable to the one receiving the permit.

SECTION 6: AMENDMENT “11.11 Right-Of-Way Management” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

11.11 Facilities in Right-~~Of~~-Way-~~Management~~

SECTION 7: REPEAL “11.165 Privileges In Streets” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~11.165 Privileges In Streets~~ (*Repealed*)

1. The City Engineer shall have authority to grant privileges for minor obstructions beyond the lot line as provided in Sec. 66.0425, Wisconsin Statutes. “Minor” encroachments, by way of illustration, are such things as signs, canopies, fences, trees, bushes, flowers and landscaping. Where such minor encroachments, in the opinion of the City Engineer, do not project into or over the portion of the right-of-way commonly used by the traveling public or otherwise present a danger to those who use the right-of-way, the City Engineer may determine that no encroachment permit is required. The City Engineer shall not require an encroachment permit for structures erected by the City within the right-of-way. **[Ord. O-2013-0048, 11-5-2013]**
2. The Board of Public Works shall have authority to grant privileges for major obstructions beyond the lot line as provided in sec. 66.0425, Wisconsin Statutes. "Major" encroachments, by way of illustration, are such things as concrete paving or steps and brickwork.
3. The Common Council shall have the authority to grant privileges for structural obstructions beyond the lot line as provided in sec. 66.0425, Wisconsin Statutes. "Structural" encroachments, by way of illustration, are those which involve structural additions to or elevations of buildings.
4. Encroachments approved by the Common Council as a special use under Section 12.40(2)(o) of the Revised Municipal Code shall not be required to obtain approval under this section.
5. United States Postal mailboxes and/or newspaper boxes encroaching into the street right-of-way shall not require a grant of privilege under the following conditions:
[Ord. O-2004-0010, 3/16/2004]
 - a. To avoid conflicts with snowplow equipment and other vehicular traffic, mail/news boxes and the associated support structures shall be located at least six (6) inches behind the face of the curb or, in the absence of a curb, six (6) inches behind the road shoulder.

- b. Mailboxes shall be constructed from sheet metal, plastic or similar weight materials and shall not exceed eleven (11) pounds.
 - c. A single four inch by four inch (4"x4") square or four inch (4") diameter wooden post or a metal post with a strength no greater than a two inch (2") diameter standard steel pipe and embedded no more than twenty-four inches (24") into the ground will be acceptable as a mailbox support.
 - d. Mail/news boxes and their associated support structures shall, without compensation, be removed within five (5) days from the street right-of-way upon written notice from the City Engineer.
6. Prior to granting an encroachment privilege, the City Engineer shall ensure that the requirements of Policy 2822 have been met and continue to be met during the existence of the encroachment. The City Engineer and City Attorney are authorized to take all legal and/or equitable measures to ensure compliance with the requirements of this section or removal of the encroachment. **[Ord. O-2013-0017, 4/2/2013]**
7. The forfeiture amounts in Section 11.17 of the Revised Municipal Code notwithstanding, any person violating this section or failing to comply with the duties and requirements stated therein or with the requirements of Policy 2822 shall forfeit not less than twenty-five dollars (\$25) nor more than five hundred dollars (\$500) for each day of violation. **[Ord. O-2013-0017, 4/2/2013]**

~~**[Ord. 6609, 3/5/2002; Ord. O-2003-0034, 5/6/2003]**~~

SECTION 8: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0323**

**RESOLUTION APPROVING AN AGREEMENT WITH THE MILWAUKEE
METROPOLITAN SEWERAGE DISTRICT (MMSD) TO RECEIVE \$110,183.78 IN
FUNDING THROUGH THE MMSD GREEN SOLUTIONS PROGRAM FOR THE
INSTALLATION OF GREEN INFRASTRUCTURE ON SOUTH 66TH STREET AND
SOUTH 65TH STREET**

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services; and,

WHEREAS, the City of West Allis recognizes the importance of the use of Green Infrastructure for managing storm water in a sustainable manner; and,

WHEREAS, in this action the City has declared its intent to work with MMSD on this Green Infrastructure project to install pervious pavers to capture and retain stormwater as part of the reconstruction of the street and,

WHEREAS, the MMSD will provide funding not to exceed \$101,183.78 for the installation of the permeable pavement and bioswales through their Green Solutions Program; and,

WHEREAS, the City will maintain records documenting all expenditures made during the green infrastructure installation.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the City Engineer be and is hereby authorized and directed to enter into a Green Solutions Funding Agreement with the MMSD for the installation of Green Infrastructure in the proposed reconstruction of South 66th Street and South 65th Street, a copy of the Green Solutions Funding Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the total eligible estimated project cost is \$1,275,902.92 of which \$101,183.78 is the MMSD share and the remaining \$1,174,719.14 is the local municipal share. The local municipal share was budgeted in 2022 for the 65th Street and 66th Street projects (P2223S/H/R/N and P2227S/H/N/R). It is understood that West Allis will perform the work in compliance with the funding requirements.

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

SECTION 1: **ADOPTION** “R-2022-0323” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0323(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Green Solutions Funding Agreement G98005P94

West Allis – 65th and 66th Streets

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. West Allis plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when West Allis receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (project), up to \$110,183.78. The District will provide funding after the District receives the Baseline Report and the Maintenance covenant.

5. Location of Project

The project will be in South 65th Street between West Greenfield Avenue and West National Avenue and South 66th Street between West National Avenue and West Mitchell Street.

6. Baseline Report

After completion of the project, West Allis will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, showing the project as completed;
- B. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a maintenance covenant is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the project by West Allis's employees, contractors, consultants, and volunteers.

7. Procedure for Payment

West Allis will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

West Allis will send the Baseline Report and the invoice to:

Andrew Kaminski, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless West Allis obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

10. Project Maintenance

West Allis will maintain the project for at least ten years. If the project fails to perform as anticipated or if maintaining the project is not feasible, then West Allis will provide a report to the District explaining the failure of the project or why maintenance is not feasible. Failure to maintain the project will make West Allis ineligible for future District funding until West Allis corrects maintenance problems.

11. Permits, Certificates, and Licenses

West Allis is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

West Allis must select professional service providers according to the ordinances and policies of West Allis. West Allis must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of West Allis. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and the ordinances of West Allis.

13. Responsibility for Work, Insurance, and Indemnification

West Allis is solely responsible for planning, design, construction, and maintenance of the project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the project or West Allis.

West Allis will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by West Allis. West Allis may terminate this Agreement at any time, but West Allis will not receive any payment from the District if West Allis does not complete the project.

15. Maintenance Covenant

After the completion of construction, the District must receive a maintenance covenant from West Allis. The maintenance covenant will be limited to the project. The term of the maintenance covenant will be ten years. West Allis will cooperate with the District to prepare the maintenance covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

21. Independence of the Parties

This Agreement does not create a partnership. West Allis does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

West Allis may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

West Allis will produce any records in the possession of West Allis that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. West Allis will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Peter C. Daniels, P.E.
City Engineer

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

Green Solutions Funding Agreement G98005P94

West Allis – 65th and 66th Streets

Project Description

The Green Infrastructure Improvements will be in South 65th Street between West Greenfield Avenue and West National Avenue and South 66th Street between West National Avenue and West Mitchell Street. Currently, the site has approximately 50,000 square feet of impervious asphalt and concrete surface.

West Allis will replace the existing streets using concrete pavement, permeable pavers, and bioswales. The concrete areas will drain to the permeable pavers and bioswales which will capture the run-off. The stone areas under the pavers will be designed with capacity to retain up to the first half-inch rainfall on the site. The project includes 1,660 square feet of permeable pavers, providing a detention capacity of 4,980 gallons, and 1,350 square feet of bioswales, providing a detention capacity of 23,625 gallons, for a total detention capacity of 28,605 gallons.

This site is part of the Kinnickinnic River drainage area. The run-off from this site drains to the Kinnickinnic River via the Washington Street Pond and the 43rd Street ditch.

Schedule

West Allis will complete construction no later than December 31, 2022.

Budget

The budget for the green infrastructure elements is \$110,183.78. Attachment 1 identifies details regarding green infrastructure costs. For the total project, the budget is \$1,275,902.92.

Outreach and Education

West Allis will post educational signage or describe the project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

Signage will:

1. be either designed and provided by the District or provided by West Allis and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

Attachment 1
Estimated Cost for Green Infrastructure Elements

Item	QUANTITY	UNITS	UNIT PRICE	TOTAL
Concrete Extended Curb	130	Lin. Ft.	\$209.27	\$26,747.70
Permeable Interlocking Concrete Pavement	1,660	Sq. Ft.	\$9.50	\$15,770.00
Bedding and Joint Stone	30	Tons	\$50.00	\$1,500.00
6" Perforated Underdrain	170	Lin. Ft.	\$25.00	\$4,250.00
6" Solid PVC	180	Lin. Ft.	\$25.00	\$4,500.00
Permeable Paver Clean Out	3	Each	\$500.00	\$1,500.00
Bioswale Clean Out	5	Each	\$100.00	\$500.00
24" Stand Pipe	3	Each	\$200.00	\$600.00
Nyloplast Beehive Grate	3	Each	\$400.00	\$1,200.00
Engineered Media	70	Cu. Yds.	\$42.00	\$7,940.00
Bioswale Pea Gravel	15	Tons	\$32.00	\$480.00
No. 1 Clear Stone	216	Tons	\$28.00	\$6,048.00
Concrete Splash Pad	3	Each	\$389.44	\$1,168.32
Cobble Inlets	2	Each	\$150.00	\$300.00
Trench Inlets	2	Each	\$4,012.12	\$8,024.24
Bioswale Weir	1	Each	\$1,500.00	\$1,500.00
Geotextile Type DF	330	Sq. Yds.	\$3.00	\$990.00
Tree Spading Existing Tree	2	Each	\$350.00	\$700.00
Plants – Dalea Purpurea – Plug	252	Each	\$3.25	\$819.00
Plants – Redabeckia Hirta, 1 gal cont.	71	Each	\$15.50	\$1,100.50
Plants - Echinacea Purpurea, 1 gal cont.	16	Each	\$15.00	\$240.00
Plants – Oligoneuron Rigidum, 1 gal. cont.	22	Each	\$15.00	\$330.00
Plants – Nepeta x Fasssenii, 18-24" cont.	26	Each	\$40.00	\$1,040.00
Plants – Calamagrostis, 1 gal cont.	91	Each	\$15.50	\$1,410.50
Plans – Sporobolus Heterolepis, 1 gal cont.	74	Each	\$15.50	\$1,147.00
2" Shredded Mulch for Landscape Areas	596	Sq. Ft.	\$0.50	\$298.00
Ornamental Fence	106	Lin. Ft.	\$106.42	\$11,280.52

**CITY OF WEST ALLIS
RESOLUTION R-2022-0324**

**RESOLUTION APPROVING AN AGREEMENT WITH THE MILWAUKEE
METROPOLITAN SEWERAGE DISTRICT (MMSD) TO RECEIVE \$22,200 IN
FUNDING THROUGH THE MMSD GREEN SOLUTIONS PROGRAM FOR THE
INSTALLATION OF GREEN INFRASTRUCTURE ON WEST MITCHELL STREET**

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services; and,

WHEREAS, the City of West Allis recognizes the importance of the use of Green Infrastructure for managing storm water in a sustainable manner; and,

WHEREAS, in this action the City has declared its intent to work with MMSD on this Green Infrastructure project to install a bioswale to retain stormwater as part of the reconstruction of the street and,

WHEREAS, the MMSD will provide funding not to exceed \$22,200 for the installation of a bioswale through their Green Solutions Program; and,

WHEREAS, the City will maintain records documenting all expenditures made during the green infrastructure installation.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the City Engineer be and is hereby authorized and directed to enter into a Green Solutions Funding Agreement with the MMSD for the installation of Green Infrastructure in the proposed reconstruction of West Mitchell Street at South 92nd Street, a copy of the Green Solutions Funding Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the total eligible estimated project cost is \$1,725,000 of which \$22,200 is the MMSD share and the remaining \$1,702,800 is the local municipal share. The local municipal share has been budgeted in 2022 for the Mitchell Street project (P2234S/R/N/H). It is understood that West Allis will perform the work in compliance with the funding requirements.

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

SECTION 1: **ADOPTION** “R-2022-0324” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0324(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Green Solutions Funding Agreement G98005P96

Bioswale at 92nd and Mitchell Streets

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. West Allis plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when West Allis receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (project), up to \$22,200. The District will provide funding after the District receives the Baseline Report and the Maintenance covenant.

5. Location of Project

The project will be near the intersection of South 92nd Street and West Mitchell Street.

6. Baseline Report

After completion of the project, West Allis will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, showing the project as completed;
- B. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a maintenance covenant is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the project by West Allis's employees, contractors, consultants, and volunteers.

7. Procedure for Payment

West Allis will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

West Allis will send the Baseline Report and the invoice to:

Andrew Kaminski, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless West Allis obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

10. Project Maintenance

West Allis will maintain the project for at least ten years. If the project fails to perform as anticipated or if maintaining the project is not feasible, then West Allis will provide a report to the District explaining the failure of the project or why maintenance is not feasible. Failure to maintain the project will make West Allis ineligible for future District funding until West Allis corrects maintenance problems.

11. Permits, Certificates, and Licenses

West Allis is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

West Allis must select professional service providers according to the ordinances and policies of West Allis. West Allis must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of West Allis. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and the ordinances of West Allis.

13. Responsibility for Work, Insurance, and Indemnification

West Allis is solely responsible for planning, design, construction, and maintenance of the project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the project or West Allis.

West Allis will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by West Allis. West Allis may terminate this Agreement at any time, but West Allis will not receive any payment from the District if West Allis does not complete the project.

15. Maintenance Covenant

After the completion of construction, the District must receive a maintenance covenant from West Allis. The maintenance covenant will be limited to the project. The duration of the maintenance covenant will be ten years. West Allis will cooperate with the District to prepare the maintenance covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

21. Independence of the Parties

This Agreement does not create a partnership. West Allis does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

West Allis may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

West Allis will produce any records in the possession of West Allis that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. West Allis will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Peter C. Daniels, P.E.
City Engineer

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

Green Solutions Funding Agreement G98005P96

Bioswale at 92nd and Mitchell Streets

Project Description

West Allis will construct a bioswale at the intersection of West Mitchell Street and South 92nd Street. The drainage area has an area of approximately 70,000 square feet with a runoff coefficient of 0.55. This intersection is scheduled to be reconstructed in 2022.

West Allis will replace the existing streets using concrete pavement. A bioswale will be placed on the east end of the project to capture storm runoff. The bioswale area will be 800 square feet. The detention capacity will be 6,000 gallons. Attachment 1 shows the bioswale.

Schedule

Construction will start in June 2022 and be complete by December of 2022.

Budget

The budget for the funded green infrastructure elements is \$22,200.00. Attachment 2 identifies details regarding green infrastructure costs. For the total project, the budget is \$1,725,000.

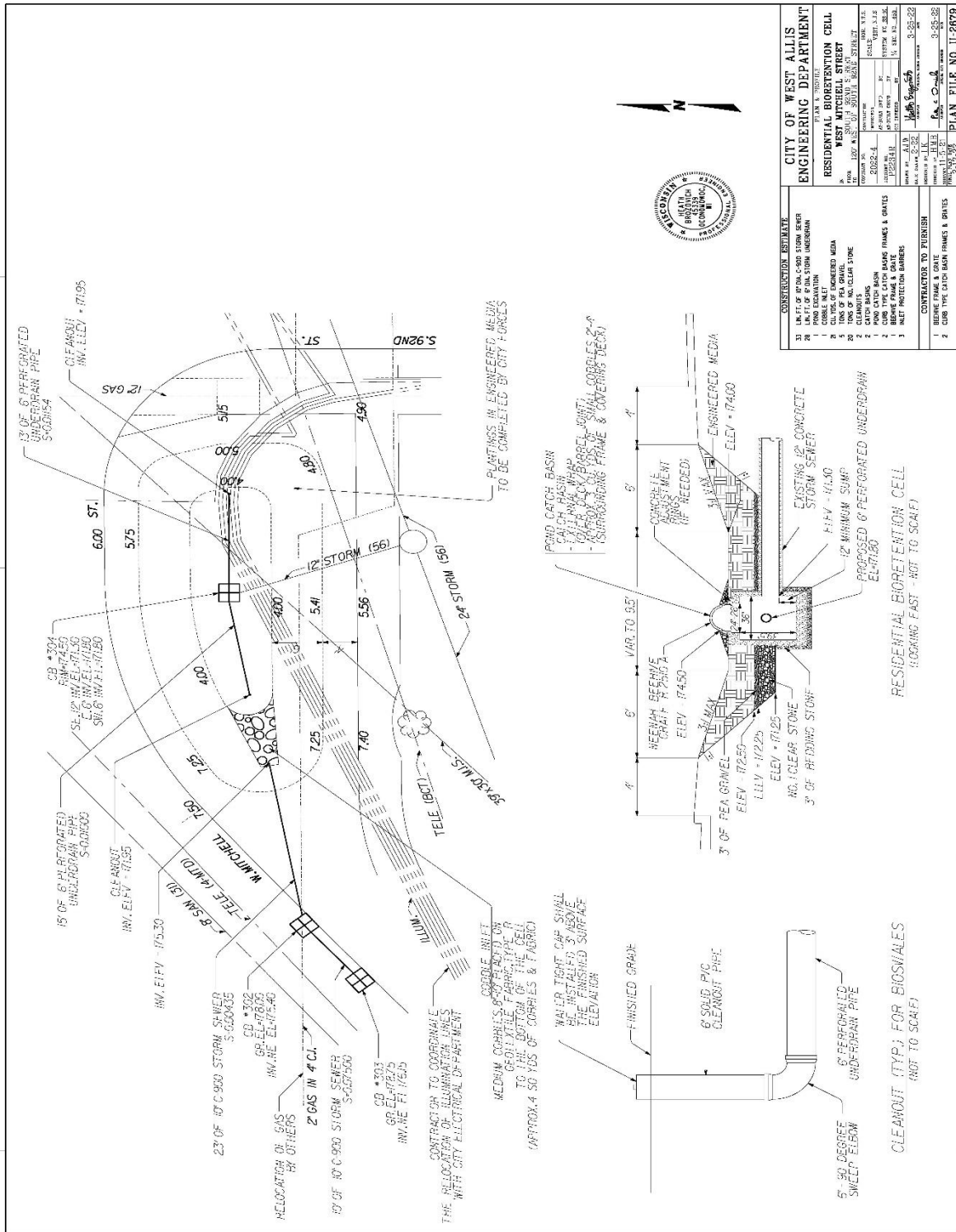
Outreach and Education

West Allis will post educational signage or describe the project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

Signage will:

1. be either designed and provided by the District and approved by West Allis or provided by West Allis and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.



Attachment 2
Estimated Cost for the Bioswale

Item	QUANTITY	UNITS	UNIT PRICE	TOTAL
10" C900 Storm Sewer	33	Lin. Ft.	\$200.00	\$6,600.00
6" Storm Underdrain	28	Lin. Ft.	\$125.00	\$3,500.00
Pond Excavation	1	Lump Sum	\$3,000.00	\$3,000.00
Cobble Inlet	1	Unit	\$250.00	\$250.00
Engineered Media	21	Cu. Yds.	\$250.00	\$5,250.00
Pea Gravel	5	Tons	\$65.00	\$325.00
No. 1 Clear Stone	20	Tons	\$60.00	\$1,200.00
Cleanouts	2	Units	\$300.00	\$600.00
Pond Catch Basin	1	Unit	\$750.00	\$750.00
Beehive Frame and Grate	1	Unit	\$725.00	\$725.00
Total				\$22,200

**CITY OF WEST ALLIS
RESOLUTION R-2022-0335**

**RESOLUTION TO APPROVE BID OF LALONDE CONTRACTORS, INC. FOR
STREET CONSTRUCTION IN W. MADISON ST. FROM S. 58TH ST TO S. 60TH ST
AND S. 57TH ST FROM W. BURNHAM ST. TO W. MOBILE ST. IN THE CITY OF
WEST ALLIS IN THE AMOUNT OF \$1,665,753.47.**

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 LaLonde Contractors, Inc. for 2022 Project No. 6 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2022 Project No. 6 for street construction, sanitary sewer relay, storm sewer installation, water main relay, building services & utility adjustments in:

West Madison Street from South 58th Street to South 60th Street South 57th Street from West Burnham Street to West Mobile Street

(PLAN FILE NOS. SP-1273, SP-1274, S-1655, S-1656, U-2676, U-2677, W-1424, W-1425, W-1426, X-922)

for the sum of One Million, Six Hundred Sixty-Five Thousand, Seven Hundred Fifty-three and 47/100 dollars (\$1,665,753.47) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

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

SECTION 1: **ADOPTION** “R-2022-0335” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0335(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0336**

**RESOLUTION TO APPROVE BID OF LALONDE CONTRACTORS, INC. FOR
STREET CONSTRUCTION IN W. MITCHELL ST. FROM S. 92ND ST TO S. 96TH
ST IN THE CITY OF WEST ALLIS IN THE AMOUNT OF \$1,488,101.58**

WHEREAS, 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 LaLonde Contractors, Inc. for 2022 Project No. 4 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2022 Project No. 4 for street construction, sanitary sewer relay, storm sewer relay, water main relay, building services, green infrastructure installation & utility adjustments in:

West Mitchell Street from South 92nd Street to South 96th Street

(PLAN FILE NOS. SP-1270, S-1657, S-1658, S-1659, U-2677, U-2678, U-2679, W-1427, W-1428)

for the sum of One Million, Four Hundred Eighty-Eight Thousand, One Hundred One and 58/100 dollars (\$1,488,101.58) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

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

SECTION 1: **ADOPTION** “R-2022-0336” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0336(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0337**

**RESOLUTION AMENDING THE EXISTING PROFESSIONAL SERVICES
CONTRACT WITH AECOM TECHNICAL SERVICES, INC. (ATS) TO PROVIDE
CONSULTING SERVICES RELATIVE TO WISCONSIN ADMINISTRATIVE CODE
NR 216 STORMWATER PERMIT COMPLIANCE REQUIREMENTS FOR 2022
FOR AN ADDITIONAL SUM NOT TO EXCEED \$31,800.**

WHEREAS, in 2020, the Wisconsin Department of Natural Resources renewed the City of West Allis WPDES Stormwater Permit; and,

WHEREAS, in part, the permit sets forth a compliance schedule for implementing various programs and activities; and,

WHEREAS, ATS has continued to provide professional services relative to the City's Stormwater Utility and WPDES permit requirements through 2022; and,

WHEREAS, ATS, will continue, in compliance with the permit requirements, to develop technical reports and implement monitoring programs required of the WPDES Permit for 2022; and,

WHEREAS, ATS, will expand the scope of the original agreement to include a fecal coliform inventory and a fecal coliform source elimination plan, in compliance with the permit requirements, for 2022; and,

WHEREAS, given ATS's comprehensive knowledge of and continued involvement with the City of West Allis storm sewer system makes it inappropriate to issue a request for proposals from other consulting firms.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated April 11, 2022 for consulting services is hereby amended to provide the continuation of the same services as well as the additional services described in the amended scope of services in 2022, for a sum not to exceed \$31,800, the funding of such services shall be paid by the City's Stormwater Utility and charged to Account Number 540-1807-538.30-02.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to amend the Professional Services Contract with ATS.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from ATS as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** “R-2022-0337” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0337(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

April 11, 2022
Scope of Services:

Project Background

The City of West Allis (City) operates its municipal separate storm sewer system (MS4) under a WPDES municipal storm water discharge permit from the Wisconsin Department of Natural Resources (WDNR), often referred to as a NR 216 Permit. The permit allows discharges of storm water from all portions of the City of West Allis' MS4. Several conditions and compliance items are outlined in the Permit and include specific dates for submittal.

Scope of Services

Task 11 - 2022 Annual IDDE Field Screening

Task 11.1 - Initial Field Screening of Outfalls

Conduct a single field screening at 16 major outfalls in the City. Where flow is observed, provide additional information on the Visual Inspection Form including chemical testing on grab samples using portable test kits to identify the presence and level of ammonia, chlorine, copper, detergents, and phenols. The level of effort assumes approximately half (8) of the outfalls will have dry weather flows present at the time of screening that require grab samples and field testing.

If an outfall tests positive for one (1) or more parameters, the field crew will test locations upstream. The goal is to continue sampling upstream of the outfall to isolate the pollutant(s) of interest and dry weather flow to a single location. If the pollutant(s) of interest appears to be from a diffuse source, test data results will be reviewed for patterning prior to taking any additional steps. The scope of services assumes up to 6 follow-up field screening locations.

If a drainage system requires follow-up screening and the field screening results in isolating the pollutant(s) to a single pipe or ditch segment, the field crew may conduct a "windshield survey" of the surrounding area. The survey includes photographing the surrounding area including buildings and other items of interest. Other items of interest can include, but are not limited to, outdoor storage areas, staining, or other potential signs of illicit discharges or dumping. No internal entry of any home or business is included in this effort.

If the results of any windshield survey or follow-up investigation reveal an illicit connection or discharge that needs immediate attention, the results will be shared with City staff with a discussion of potential sources and recommended next steps.

IDDE Follow-up Levels

pH < 6.0 or pH > 9.0
Ammonia > 0.1 mg/L
Chlorine > 0.1 mg/L
Copper > 0.1 mg/L
Detergents > 0.50 mg/L
Phenols > 0.0 mg/L

On-Call Screening Investigations

Provide additional on-call services related to the City of West Allis' IDDE inspections as requested by City Staff on an as needed basis. This assumes up to an additional 16 hours of field investigation and/or desktop analysis.

Task 11. 2 - Report

Results will be summarized in a format acceptable for inclusion in the City's annual NR 216 report. A draft of the report will be provided to the City for review in pdf format.

AECOM will communicate with the City to review the results of the field screening. Outfalls where flow was observed, and chemical testing indicates potential discharges will be focused on. The decision to conduct any additional follow-up investigations will be based on the results of discussions with the City and, if necessary, after consultation with the WDNR.

Schedule:

AECOM and CLIENT both acknowledge this schedule may be impacted and delayed by travel restrictions and/or other attempts to protect workers and limit the transmission of the COVID-19 virus.

The project will begin upon receiving a signed agreement and notice to proceed on the project. Dry weather screening should be conducted after approximately a 48-hour dry period (a period described as containing non-measurable precipitation or ideally, less than 0.1 inch of rainfall). A draft report will be provided to the City by December 30, 2022 and a final report by March 24, 2023.

Deliverables:

One electronic PDF copy of the draft and final report will be provided to the City.

Task 12 – Fecal Coliform Reduction Efforts

Task 12.1 – Fecal Coliform Inventory

AECOM to develop a draft inventory of fecal coliform sources and a map indicating the locations of the potential sources of fecal coliform entering the MS4. The inventory shall be in tabular format and include a label code, location, description, and ownership of the source. The map shall identify the location of the sources by label code. The inventory shall consider flow variation.

The inventory and map shall show the following sources, based on City provided data:

- 1) Known or suspected leaking or failing septic systems.
- 2) Sanitary sewer overflow locations.
- 3) Livestock and domesticated animals housed or raised within the MS4 permitted area and discharging into the MS4, but not including household pets.
- 4) Zoos, kennels, animal breeders, pet stores, and dog training facilities.
- 5) Waste hauling, storage, and transfer facilities.
- 6) Areas that attract congregations of nuisance urban birds and wildlife.
- 7) Known or suspected properties with inadequate food or organic waste handling or storage.
- 8) Composting sites or facilities.
- 9) Known or suspected areas with improper human sanitation use.
- 10) Any other source that the permittee identifies as discharging to the MS4.

Schedule:

AECOM and CLIENT both acknowledge this schedule may be impacted and delayed by travel restrictions and/or other attempts to protect workers and limit the transmission of the COVID-19 virus.

The project will begin upon receiving a signed agreement and notice to proceed on the project. A draft report will be provided to the City by December 30, 2022 and a final report by March 24, 2023.

Deliverables:

One electronic PDF copy of the draft and final inventory table and figure will be provided to the City for them to include in their Annual Storm Water Report to WDNR.

Task 12.2 – Fecal Coliform Source Elimination Plan (FEE AMENDED AT COMPLETION OF TASK 12.1)

AECOM to develop a fecal coliform source elimination plan. The plan shall include:

- 1) Prioritization of source removal with an explanation of the prioritization criteria.
 - a. Prioritization criteria shall include, at a minimum, fecal coliform source, exposure risk, ease of removal, and cost.
- 2) A description of the type and extent BMPs to be employed to address each source.
- 3) A cost estimate of BMP implementation, operation, and maintenance.
- 4) A schedule for implementation of the bacteria elimination plan that reflects expeditious reduction with specific actions or benchmarks identified to be implemented during the next permit term.
- 5) BMPs identified may be structural, non-structural, targeted outreach, new or revised ordinances, new design criteria, or new plan review considerations, but the plan shall include rationale for using each BMP, the reasons selection of each BMP, and the expected result of BMP implementation.

Schedule:

AECOM and CLIENT both acknowledge this schedule may be impacted and delayed by travel restrictions and/or other attempts to protect workers and limit the transmission of the COVID-19 virus.

The project will begin upon completion of task 12.1. A draft report will be provided to the City by August 29, 2023 and a final report by September 26, 2023.

Deliverables:

One electronic PDF copy of the draft and final Fecal Coliform Source Elimination Plan be provided to the City.

Task 13 – 2022 K4 Outfall

Task 13.1 – Conceptual Design

It is our understanding that the City would like AECOM to assist in coordination effort needed with Milwaukee County (County) to use County Park land as a green infrastructure project. This project would be located at the City of West Allis storm sewer system outfall KK4 near the intersection of S 57th Street and W Rita Drive (see Figure 1). In order to begin discussions with the County, the City must submit a “Community Project Request: Land Utilization”. This task would provide funding for AECOM to assist with the development of the land utilization application.

Figure 1 – Outfall Location



AECOM will provide the following services:

- Develop Draft Application Documents –
 - Includes a draft concept Figure of Project Area
 - This does not include the cost of the Application to the County
- Discussions with City (2 meetings total)
 - One meeting to discuss the draft application.
 - One meeting with City and County to discuss the submitted application.

Deliverable – Submitted Milwaukee County: Land Utilization Application

Schedule:

AECOM and CLIENT both acknowledge this schedule may be impacted and delayed by travel restrictions and/or other attempts to protect workers and limit the transmission of the COVID-19 virus.

The project will begin upon receiving a signed agreement and notice to proceed (NTP) on the project. A draft concept design will be provided to the City four (4) weeks after NTP. A final

application will be completed three (3) weeks after receiving comments from the draft review. Assumes work to be completed prior to October 2022.

Deliverables:

One electronic PDF copy of the draft and final application will be provided to the City. City to pay fee associated with application.

Assumptions/Conditions:

- AECOM will not provide site survey services.
- This task does not include the level of effort associated with 30% conceptual drawings. Efforts for construction documents will be provided in a project amendment at a later date.
- Data provided by Client is assumed to be accurate and complete without AECOM's verification.
- One concurrent review by Client after the submission of the draft report is expected.

Cost Estimate

The following is the estimated cost to complete the scope of services as presented.

Task 11 – 2022 Annual IDDE Field Screening	\$12,900
Task 12.1 – Fecal Coliform Inventory.....	\$11,400
Task 12.2 - Fecal Coliform Source Elimination Plan	TBD
Task 13 - Outfall KK4 Initial Concept.....	\$7,500
Total	\$31,800

The total cost of the amendment will amend the project with additional \$31,800 of fees, for a total project fee of \$176,300.

**CITY OF WEST ALLIS
ORDINANCE O-2022-0024**

ORDINANCE TO REPEAL AND RECREATE THE ZONING CODE

REPEALING SUBCH. I OF CH. 12 AND CREATING CH. 19

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

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

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

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

SECTION 1: **REPEAL** “Subchapter I Zoning Code” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

Preliminary Provisions

12.01 Authority

This Subchapter is created under the authority granted by sec. 62.23(7) of the Wisconsin Statutes.

12.02 Intent

It is the general intent of this Subchapter to regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of the population and the location and use of buildings, structures and land for trade, industry, residence or other purposes; to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to encourage the protection of local air quality, ground water and other environmental resources; to further the orderly layout and use of land; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements; stabilize and protect property values; encourage the most appropriate use of land throughout the community; conserve natural resources; implement the community's comprehensive plan or plan components; and, otherwise promote the health, safety, morals, prosperity, aesthetics and general welfare of the Community.

12.03 Effective Date

This Subchapter was created by City Ordinance No. 6149, which took effect on February 23, 1995. Amendments shall become effective upon passage and publication, as provided in sec. 62.11(4) of the Wisconsin Statutes.

12.04 Zoning Districts

In order to regulate and restrict the location of various types of activities and land use, the City of West Allis is divided into the following Zoning Districts:

RESIDENCE DISTRICTS	
RE	Residence Estate District - SF
RA-1	Residence District - SF
RA-2	Residence District - SF
RA-3	Residence District - SF
RA-4	Residence District - SF
RB-1	Residence District - TF
RB-2	Residence District - TF
RC-1	Residence District - MF
RC-2	Residence District - MF
COMMERCIAL DISTRICTS	
C-1	Central Business District
C-2	Neighborhood Commercial District
C-3	Community Commercial District
C-4	Regional Commercial District
INDUSTRIAL DISTRICTS	
M-1	Light Industrial District
M-2	Heavy Industrial District
PARKS AND OPEN SPACE DISTRICTS	
P-1	Parks and Open Space District
FC-1	Root River Flood Control District
SF-1	State Fair Park District
PLANNED UNIT DEVELOPMENT OVERLAY	
PDD-1	Planned Development District - Residential District
PDD-2	Planned Development District - Commercial and Industrial District

12.05 Zoning Map

The locations and boundaries of the Zoning Districts established by this Subchapter are set forth on the Official West Allis Zoning Map dated February 7, 1995, and as subsequently amended by action of the Common Council. The Zoning Map, together with all subsequent amendments, notations, references and other information thereon, is incorporated by reference into this Subchapter and made part of this Subchapter, as if fully set forth herein. The map shall be kept on file in the office of the City Clerk and shall be available for inspection by the public during normal City Hall hours of operation. The Official Zoning Map shall be identified by the signature of the Mayor and attested by the City Clerk and bear the official seal of the City of West Allis.

Unless otherwise indicated in relation to established lines, points or features, the Zoning District boundary lines on the Official Zoning Map are the City limit lines; center lines of streets, highways, alleys or railroad right-of-way, existing or extended; and, tract or lot lines, existing or extended.

Where a Zoning District boundary line runs parallel or approximately parallel to a street and divides a lot having street frontage in the less restricted Zoning District, the provisions of this Subchapter covering the less restricted portion of the lot may extend to the entire lot, but in no case for a distance of more than twenty-five (25) feet of such Zoning District boundary line. Where such Zoning District boundary line divides a lot having street frontage in a more restricted zone, the provisions of this Subchapter covering the more restricted portion of such lot shall extend to the entire lot. Where a Zoning District boundary line divides a lot and such line is normal or approximately normal to the street upon which the lot fronts, the provisions of this Subchapter covering the less or more restricted portion of such lot may be extended to the entire lot, but in no case for a distance of more than twenty-five (25) feet from such Zoning District boundary line.

12.06 Definitions

Whenever a term defined in this Section appears in the text of this Subchapter, its meaning shall be construed to be the definition set forth in this Section.

Accessory Building. A subordinate building whose use is incidental to that of the main building and which is located on the same lot as the main building.

Accessory Building — Residential. An attached or detached private garage (see definition of "Garage, Private"), a storage shed, a gazebo, or other residential structure that is subordinate and incidental to the one- or two-family dwelling main building and is located on the same lot as such main building. **[Ord. O-2006-0013, 4/4/2006]**

Accessory Structure, Residential. An attached or detached permanent structure (other than recreational equipment or swimming pools), such as a storage shed, a gazebo, or other residential structure that is subordinate and incidental to the one- or two-family dwelling main building and is located on the same lot as such main building. **[Ord. O-2014-0036, 6/17/2014]**

Accessory Use. A subordinate use of a premises or portion thereof which is clearly and customarily incidental to the principal use of the premises and which is located on the same lot as the principal use, except for such accessory parking facilities as are specifically authorized to be located elsewhere. Accessory uses are permitted as a matter of right in all Zoning Districts identified in this Subchapter. Such uses must not alter the character of the area or be detrimental thereto, and are subject to all applicable general and specific regulations set forth in this Subchapter. **[Ord. O-2015-0002, 1/6/2015]**

Adult Day Care. A facility which is operated by a person to provide temporary care during a portion of the day for elderly, handicapped or otherwise disabled adults.

Adult-Oriented Establishment. A series of uses related to or regulated for adult use, as defined in Chapter 9 of the City Code.

Alcohol beverage sales. Any commercial premises requiring a Class "A" license in accordance with licensing requirements of the State of Wisconsin and Section 9.60 of the City of West Allis Revised Municipal Code to sell fermented malt beverages (beer and/or cider) and/or intoxicating liquor (including wine) for consumption off-premises. **[Ord. O-2017-0016, 3/21/2017]**

Alley. A public or legally established right-of-way, other than a street, which affords only a secondary means of vehicular access to abutting properties.

Animal Grooming. Any commercial establishment at which dogs, cats or other animals are bathed, groomed, clipped, trimmed or shorn or other such treatment is administered, and where no animals are kept or maintained on the premises overnight. Animals prohibited under Section 7.12 of the Revised Municipal Code shall not be permitted. Animal reproduction shall not be permitted. **[Ord. O-2015-0016, 3/3/2015]**

Antique. An old collectable item regarded as being of value or interest to a collector. It is collected or desirable because of its age/vintage, beauty, rarity, condition, utility, personal emotional connection, and/or other unique features. It is an object that represents a previous era or time period in human society. Antiques are usually objects which show some degree of craftsmanship, or a certain attention to design. For the purposes of this ordinance, antique dealers are subject to the licensing requirements provided in Section 9.80 of the Revised Municipal Code. **[Ord. O-2013-0022, 5/7/2013]**

Apartment. A dwelling unit.

Apartment Hotel. A hotel in which not more than thirty percent (30%) of the guest rooms or suites are reserved for transient occupancy.

Art Galleries. A commercial establishment for the display or sale of works of art. **[Ord. O-2017-0050, 11/21/2017]**

Artist's/maker studio: Workspace for artists, artisans, or crafts persons who are engaged in the creation, teaching, or performance of the fine and applied arts and also allows the sale of fine and applied art products as an associated use.

Asphalt, cement, mixing, stone processing and/or crushing: A use in which the principal activity is the processing, handling, sale and transport of concrete, asphalt, rock, brick, cement, or other similar paving or building materials.

Automobile Convenience Store. A place of business where miscellaneous merchandise and/or food and beverages are sold, as well as gasoline, oil and other basic automobile supplies, but where no servicing or repair work on vehicles is conducted.

Automobile Repair. Any commercial activity involving the general repair, rebuilding or reconditioning of motor vehicles, engines or trailers; collision service, such as body, frame or fender straightening and repair; overall painting and vehicle rustproofing; refinishing or steam cleaning.

Automobile Service Station. A building or place of business where gasoline, when stored in underground tanks, lubricating oils and greases, tires, batteries and other automobile accessories may be supplied and installed at retail. Minor repairs and servicing may also occur on the premises. Automobile service stations do not include open sales lots or long-term storage of vehicles.

Basement. A portion of a building having part, but not less than one-half (1/2), of its floor to clear ceiling height below the average finished ground grade adjoining the building. When a basement is used as a garage for the use of occupants of the building or for other common facilities for the operation of the building, other than for dwelling or lodging, offices or commercial activities, it shall not be counted as a story.

Bed and Breakfast. Any place of lodging that provides eight (8) or fewer rooms for rent to no more than a total of twenty (20) tourists or other transients, is the owner's personal residence, is occupied by the owner at time of rental, and in which the only meal served to guests is breakfast.

Boarding House, Rooming House. A building containing a single dwelling unit and where lodging is provided for three (3) or more roomers, with or without meals, for compensation.

Body Piercing establishment. Any establishment that perforates any human body part or human tissue, except an ear, and placing a foreign object in the perforation in order to prevent the perforation from closing. **[Ord. O-2016-0020, 5/3/2016]**

Bulk. Any one or a combination of the following structural or site design characteristics: building height, lot coverage, gross floor area, density, floor area ratio, yards and open space.

Building. Any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals or personal property, and separated from other like structures, either by an open space or at lot lines, by solid walls through which there is no opening.

Building Area. The total area of a building bounded by its exterior walls.

Building Coverage. The horizontal area measured within the outside of the exterior walls of the ground floor of all principle and accessory buildings on a lot. The area shall include cantilevered habitable building areas and exclude unroofed areas of decks, platforms, patios, terraces and similar areas. **[Ord. O-2006-0013, 4/4/2006]**

Building Height*. The vertical distance measured from the established grade to the highest point of the roof. When a building is located on sloping terrain, the height may be measured from the average finished grade at the front building wall. Chimneys, towers, spires, parapets, elevator and mechanical penthouses, cooling towers and similar projections other than signs shall not be included in calculating building height.

Building Inspector. The Code Enforcement Director of the City or a duly authorized representative.

Building material sales: An establishment that sells or rents building supplies, construction equipment, or home decorating fixtures and accessories. This term includes a lumberyard, home improvement center or garden supply center and may include outdoor storage or tool and equipment sales or rental.

Business. Any occupation, employment or enterprise in which merchandise is exhibited, sold, stored or manufactured, or which occupies time, attention, labor and materials, or where services are offered for compensation.

Camping Trailer or Travel Trailer. A vehicle without independent motive power, designed to be drawn on the highway by a motor vehicle and intended to be used primarily for temporary, recreational living purposes, including trailers which can be expanded with canvas or other collapsible materials and mobile homes less than twenty (20) feet in length.

Carport. A roofed shelter primarily used for motor vehicles with two (2) or more open sides.

Child Care Home/Center or Day Nursery. A facility or dwelling which is operated by a person, whether licensed or not, to provide care and supervision for four (4) or more children (other than the operator's own family or children for whom the operator is the legal guardian or children of the operator's immediate relatives), under the age of seven (7) for less than twenty-four (24) hours a day for two (2) or more consecutive weeks.

City. The City of West Allis.

City Planner. City Planner means the Planning and Zoning Manager.

Editor's Note: The definition of "clinic," amended 10/5/2004 by Ord. O-2004-0041, which immediately followed, was repealed 1/20/2015 by Ord. O-2015-0001.

Community Living Arrangements. As defined in sec. 46.03(22) of the Wisconsin Statutes. No community living arrangement may be established within two thousand five hundred (2,500) feet of any other such facility. No community living arrangement shall be permitted in the City if the total capacity exceeds the density limits, as set forth in sec. 62.23(7)(i) of Wisconsin Statutes. Agents for a facility may apply for an exception to the criteria set forth in this Section, which may be granted at the sole and absolute discretion of the Common Council.

Crematory. Any device used to incinerate human or animal bodies or body parts; also, a business establishment containing such a device.

Distribution facility: Uses conducted within a completely enclosed building and engaged in the wholesale sales, bulk storage and distribution of goods. Such establishments provide storage, movement, or sale of merchandise and bulk goods, including importing, wholesale or retail sales of goods received by the establishment but not sale of goods for individual consumption. Such uses may also include incidental retail sales and wholesale showrooms. This definition does not include a "self-storage facility" or a "trucking and transportation terminal."

Drive-In Restaurant. A vehicle-oriented eating establishment that furnishes the patron with food in a ready-to-consume state, primarily in disposable containers, and where the consumption of food is allowed either in (1) the main building; (2) a motor vehicle parked on the premises; (3) another facility on the premises outside the main building; or, (4) off the premises.

Dwelling Unit, Efficiency. A dwelling unit consisting of one principal room with a kitchen and bathroom facilities included within the unit.

Dwelling, Multiple Family. A building, or portion thereof, used or designed as a residence for three (3) or more families living independently of each other in separate dwelling units. This definition includes three (3) family buildings, four (4) family buildings, apartment houses and townhouses.

Dwelling, Net Unit Density. Density shall have as its basis the net land area of a parcel, excluding public rights-of-way. Density is the area required for a residence divided into an acre (43,560 square feet). The result is expressed as "dwelling units per acre."

Dwelling, Single-Family. A residential building used or designed as a one (1) family dwelling unit.

Dwelling, Two Family. A residential building used or designed for two (2) dwelling units. This building may also be termed a duplex.

Family. One or more persons related by blood or marriage, or group of not more than five (5) persons not related by blood or marriage, maintaining a common household in a dwelling unit.

Family Day Care Home. A dwelling licensed as a day care center by the Wisconsin Department of Health and Social Services, under sec. 48.65 of the Wisconsin Statutes, where care is provided for not more than eight (8) children.

Fence. Any permanent partition, structure or gate erected as a dividing structure, barrier, enclosure or means of protection.

Floor Area, Gross. For the purpose of determining Floor Area Ratio (FAR), the Gross Floor Area (GFA) of a building or buildings shall be the sum of the gross horizontal areas of the several floors of the building(s) measured from the exterior faces of the exterior walls or from the centerline of party walls separating two buildings. In particular, the GFA shall include:

1. Floor space used for or capable of use for storage purposes, office space, or similar activities, but not including any space where the floor to ceiling height is less than six (6) feet.
2. Basement space used for or capable of use for storage purposes, office space or similar activities.
3. Elevator shafts and stairwells at each floor.
4. Finished attic floor space, provided there is structural headroom of more than six (6) feet.
5. Interior balconies and mezzanines.
6. Enclosed porches and breezeways.
7. Accessory uses other than floor space devoted exclusively to off-street parking or loading.
8. For the purposes of determining Floor Area Ratios, GFA shall not include:
9. Floor space devoted exclusively to accessory off-street parking or loading.
10. Floor space used for heating, cooling, mechanical and similar equipment.
11. Water tanks and cooling towers.
12. Terraces and open porches.

Floor Area Ratio. The numerical value obtained through dividing the Gross Floor Area (GFA) of a building or buildings by the total area of the lot or parcel of land on which the building or buildings are located. The total area of the lot or parcel shall include all the land within its boundaries, including the buffer areas.

Food Pantries. An entity that distributes or facilitates the giving of goods. This use classification includes, but is not limited to, soup kitchens, and drop-off and distribution facilities for clothing and household goods. **[Ord. O-2016-0035, 9/20/2016]**

Food production and processing. An establishment that manufactures food products or ingredients to be sold to retailers or wholesalers for final consumption, or for distribution or further processing, including, but not limited to, the transformation of livestock. **[Ord. O-2015-0002, 1/6/2015]**

Food production, limited. An establishment that manufactures food products to be sold to consumers, retailers or wholesalers for final consumption or distribution, including, but not limited to, bakeries, caterers, candy and ice cream stores, delicatessens and meat markets, breweries, distilleries, and services based for mobile food services; this does not include the transformation of livestock. **[Ord. O-2015-0002, 1/6/2015]**

Fueling Station - Personal, passenger and consumer vehicles: Uses engaged in retail sales of vehicle fuels for personal vehicles, other than fleet fueling facilities and truck stops. (Note: Fleet vehicle fueling facilities are part of the "Commercial vehicle service" definition). Fueling stations may dispense conventional vehicle fuels and/or alternative vehicle fuels.

Garage, Commercial. Any premises, except those described as a private, public, parking and/or storage garage, available to the public and used principally for the storage of motor driven vehicles, for remuneration, hire or sale, and where such vehicles may be equipped for operation, repaired, rebuilt, reconstructed, washed or otherwise serviced.

Garage, Private. An accessory attached or detached building designed and used primarily for the storage and parking of vehicles owned and operated by the occupants of the lot on which the building is located. Vehicle repair is prohibited in a private garage. **[Ord. O-2006-0013, 4/4/2006]**

Garage, Public. A building used for other than private care and storage of vehicles, which may include the retail sale of lubricants, air, water and other operating commodities for motor vehicles.

Garage, Storage. A building, or portion thereof, designed or used exclusively for the storage of motor vehicles and in which those vehicles are NOT equipped, repaired, hired or sold, except that fuel, oil and grease may be dispensed within the building for the vehicles stored there.

Grocery store. An establishment that sells staple food, meats, produce, and dairy products and usually household supplies, and includes no form of food production. **[Ord. O-2015-0002, 1/6/2015]**

Heavy Industrial use: Typical uses accommodate high intensity industrial activities and often includes very large structures, extensive outdoor storage and exterior equipment operations. It accommodates uses that may require large trucking, rail, shipping or freight operations. Most sites within the Heavy Industrial District have already been developed. Where possible, Heavy Industrial uses should be separated from residential neighborhoods to reduce potential for adverse impacts on residential uses or in areas where the relationship to surrounding land use would create fewer problems of compatibility such as smoke, noise, glare or vibration. This term includes, but is not limited to, the production or processing of the following:

- Animals or poultry (transformation/processing, not including slaughter).
- Asphalt, paving, and roofing materials.
- Battery manufacture and reprocessing.
- Cement, stone processing, mixing or crushing, not including mining or extraction.
- Chemicals and chemical products, including ammonia, chlorine, household cleaners, detergent, and fertilizer.
- Machinery and equipment, such as engines and turbines, and machine tools.
- Metal-working, such as stamping, welding, machining, extruding, plating, grinding, polishing, cleaning, and heat treating.
- Oil-based paints, varnishes, lacquers, and enamels.
- Petroleum and coal products, not including mining or extraction.
- Plastics and synthetic resins and fibers.
- Primary metals, including steelworks, rolling and finishing mills, forge and foundries.
- Pulp or paper products.
- Tanning hides and leather.
- Tires and inner tubes

Home Occupation. Any occupation which is clearly incidental and secondary to the use of a premises for single- two-family or residential condominium dwelling unit purposes and which is carried on in whole or in part within the dwelling unit or any accessory building by a person who resides on the premises. **[Ord. O-2010-0030, 9/7/2010]**

Hospitals. A state-licensed facility providing health services and medical, psychiatric, or surgical care to persons, primarily as inpatients. **[Ord. O-2015-0001, 1/20/2015]**

Hotel/Motel. A place, other than a bed and breakfast or tourist rooming house, where sleeping accommodations are offered for pay to transients, in five (5) or more rooms, and all related rooms, building and areas.

Instruction and/or Training Facility. An establishment for the purpose of providing personal instruction or training with a minimum class occupancy of more than fifteen (15) people counting staff and instructors, including, but not limited to, music, dance, martial arts, physical fitness, counseling, trade and business. **[Ord. O-2017-0007, 2/23/2017]**

Instruction and/or Training Facility, Small. An establishment for the purpose of providing personal instruction or training with a maximum class occupancy of no more than fifteen (15) people counting staff and instructors, including, but not limited to, music, dance, martial arts, physical fitness, counseling, trade and business. **[Ord. O-2017-0007, 2/23/2017]**

Junk or Salvage facility - A building or open space where waste, scrap, used or second-hand materials are bought, sold, exchanged, dismantled, sorted, stored, baled, packed, crushed, processed or handled for reclamation, disposal or other similar purposes. Scrap or salvage materials include, but are not limited to, scrap iron and other metals, machinery, vehicles, paper, rags, rubber tires, bottles, plastics, and aluminum cans. Typical uses include but are not limited to junk yards, material reclamation, recycling facilities, vehicle salvage, waste transfer stations.

Kennels. Any commercial establishment where more than two (2) cats, dogs or other animals not prohibited by Section 7.12 may be kept for boarding, breeding, sale or sporting purposes. **[Ord. O-2015-0016, 3/3/2015]**

Land. A lot.

Large Conventional Radio or Television Antenna. Any antenna, other than a satellite television antenna, that is located outside of a main or accessory building that is more than ten (10) feet from the ground or base to the highest point of the antenna.

Light Industrial use: Typical uses are lower-intensity, non-nuisance uses such as warehousing, wholesaling, shipping, light fabrication, limited production and processing and assembly, labs, research and development facilities and related uses which may be located in proximity to residential and commercial districts. Trucking, deliveries, loading and outdoor storage may be an accessory of such land use, but is not the principal land use. This term includes, but is not limited to, the production or processing of the following:

- Furniture and fixtures
- Household appliances and components
- Measuring, analyzing, and controlling instruments.
- Musical instruments.
- Office, warehousing and distribution.
- Pharmaceuticals, health and beauty products.
- Precision machined products.
- Telecommunications products.
- Electrical equipment, such as motors and generators, lighting, wiring and transmission, and distribution equipment.
- Fabricated plastic and rubber products, except tires and inner tubes.
- Glass and glass products,
- Gypsum, drywall, and plaster products.
- Latex paints.
- Lumber and wood products, including plywood.
- Textiles and fabrics

Limited production and processing: Small-scale activities that are compatible with commercial or retail sales and services. These uses produce minimal off-site impacts due to their limited nature and scale. Limited production and processing includes, but is not limited to, the following uses:

- Artist/maker and craft studios.
- Apparel and other finished products made from fabrics.
- Computers and accessories, including circuit boards and software.
- Electronic components and accessories.
- Film, video, and audio production.
- Food and beverage products, not including transformation/live slaughter, grain milling, cereal, vegetable oil, or vinegar production.
- Precision medical and optical goods.
- Sign fabrication shops.
- Wood and metal crafts and carving/engraving.
- Wood furniture and upholstery.

Live-work unit: A dwelling unit in combination with a shop, office, studio, or other workspace within the same unit where the resident occupant both lives and works.

Lot. A designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.

Lot, Corner. A lot located at the intersection of two (2) streets or a lot bounded on two (2) sides by a curving street and any two (2) chords of which form an angle of one hundred twenty degrees (120°) or less as measured on the lot side.

Lot, Depth. The depth of a lot is calculated as the mean distance from the street line of the lot to its rear line measured in the general direction of the side lines of the lot.

Lot, Interior. A lot other than a corner lot.

Lot, Through. An interior lot having frontage on two (2) nonintersecting streets. A through lot is considered to have two (2) front yards for purposes of this Subchapter.

Lot Coverage. The percentage of the lot which is covered by building area.

Lot Line, Front. In the case of an interior lot, a line separating the lot from the street. On a corner lot, either line separating the lot from the street may be designated as the front lot line.

Lot Line, Rear. A line opposite and most distant to the front line and separating the lot from other lots, parcels, alleys or public ways.

Lot Line, Side. Any lot line other than the front or rear lot line.

Lot Width. The width of a lot shall be measured as the horizontal distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Main Building. The building in which the principal use of the lot is conducted. Only one main building is permitted on a lot under any type of use.

Manufactured or Mobile Home. A structure, transportable in one or more sections, which is built on a chassis and designed and constructed to be used as a dwelling unit, with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained in the structure. A motorized camping van (recreational vehicle) or travel trailer is NOT considered a mobile home.

Medical Clinics. A facility providing medical or surgical services or alternative medicine, for the diagnosis and treatment of persons on an outpatient basis, including offices of health practitioners such as a doctor, dentist, chiropractor, optometrist or podiatrist; not including classes as a primary use. **[Ord. O-2015-0001, 1/20/2015; Ord. O-2017-0044, 10/17/2017]**

Medical Service Facility. An outpatient facility which provides blood or blood plasma donation services, kidney dialysis, birth center services, or treatment of sexually transmitted diseases.

Mixed Use. A development that consists of a combination of residential and commercial principal uses within a building or planned development. **[Ord. O-2004-0041, 10/5/2004]**

Narcotic Treatment Services Facility. A facility that exclusively provides an opioid treatment system that 1) includes a physician who administers or dispenses a narcotic drug to a narcotic addict for treatment or detoxification treatment with a comprehensive range of medical and rehabilitation services, 2) is approved by the state methadone authority and the designated federal government's regulatory authority, and 3) is registered with the U.S. drug enforcement administration to use a narcotic drug for treatment of a narcotic addiction.

Nominal price retail store. A business that primarily offers or advertises for sale to the public inexpensive, general merchandise, at a price of \$10.00 per item or less.

Non-conforming Building. See Section 12.12 of this Subchapter.

Non-conforming Use. See Section 12.12 of this Subchapter.

Nursing Homes. A facility that meets the definition in Section 50.01(3), Wis. Stats., and that is licensed under Section 50.03(1), Wis. Stats. **[Ord. O-2003-0014, 2/18/2003]**

Open Space. Lands devoted to outdoor recreation space, greenery and resource protection. Developed open space may include, but is not limited to, playground fixtures, shelters and tennis courts.

Outdoor Sales and Display. A use subordinate to the principal retail use of the premises establishment and maintenance is subject to approval of a site plan, pursuant to Section 12.13 of this Subchapter, and the applicable regulations governing the use in the Zoning District in which it is permitted.

Outdoor storage: Commercial, business or industrial lots or lands used to provide an off-street for storage of goods, material, merchandise or vehicles, including fleet and/or dealer inventory where the storage space is not located in a structure and is in the same place for more than twenty-four (24) hours.

Parking lot, Accessory: Residential, commercial, or industrial lots or lands where off-street surface parking spaces for privately owned passenger motor vehicles exist when incidental to a principal building on the same property. Transitional uses shall be included within this definition.

Parking lot, Non-Accessory: Commercial or industrial lots or lands used for off-street privately owned passenger motor vehicle parking spaces, with or without fee, upon which motor vehicles of any number are provided and where the parking spaces are not located in a structure and the parking of vehicles is the principal use of the premises. Storage uses are not included within this definition (see outdoor storage).

Parking structure, Accessory: Commercial or industrial lots or lands where off-street parking spaces for privately owned passenger motor vehicles exist when incidental to a principal building on the same property. This term includes parking spaces that are integrated into a structure that houses the principal building located on the property.

Parking structure, Non-accessory: Commercial, business or industrial lots or lands where off-street parking spaces, with or without fee, are provided for privately owned passenger motor vehicles of any number, and adjacent access drives, aisles and ramps, that are located in a structure with two (2) or more levels, where the parking structure is the principal structure of a property. Storage uses are not included within this definition (see outdoor storage).

Patio or Terrace. A level, landscaped and/or surfaced area at or within two (2) feet of the finished grade and not covered by a permanent roof.

Pawn shop. A store that engages in the business of lending money on the deposit or pledge of any article or jewelry with an expressed or implied agreement of understanding to sell it back at a subsequent time at a stipulated price. For the purposes of this ordinance, pawn shops are subject to the licensing requirements provided in Section 9.75 of the Revised Municipal Code. **[Ord. O-2015-0029, 5/7/2015]**

Person. An individual, firm, partnership, association, corporation or organization of any kind.

Pet Shops. Any commercial establishment wherein animals or birds are kept or maintained for and prior to sale. This definition does not include establishments which are keeping or maintaining for sale only fish or other aquatic or nonmammalian amphibious species. Animals prohibited under Section 7.12 of the Revised Municipal Code shall not be permitted; animal reproduction shall not be permitted. **[Ord. O-2015-0016, 3/3/2015]**

Platform. An unroofed structure, including balconies and decks, adjacent to or attached to a building intended for outdoor living, access or recreation purposes.

Porch. A roofed, open area usually attached to or part of and with direct access to and from a building.

Premises. A lot and/or any buildings and structures thereon.

Principal Use. The primary or predominant use of a premises.

Printing, Commercial. A printing establishment (dealing directly with consumers and serving businesses) providing design, marketing and print fabrication services, including digital printing, lithography, photocopying, screen printing, web and graphic design, engraving and embroidery. Such uses shall include a retail showroom and/or office component as part of their storefront floor area. Trucking and distribution is not customary to such uses. **[Ord. O-2017-0043, 10/3/2017]**

Printing, Manufacturing. A nonretail printing establishment providing design, marketing and print fabrication services, including digital printing, lithography, photocopying, screen printing, web and graphic design, engraving and embroidery. Such uses rely heavily upon trucking and distribution. **[Ord. O-2017-0043, 10/3/2017]**

Public Services and Public Utilities: uses within this category include facilities such as public works facilities and garages, water treatment plants, public and/or private utility substations, safety/service facilities, water towers and similar land uses.

Radio and Television Antenna. Any structure, for either transmission or reception of radio or television signals, other than a satellite television antenna, that is located outside of a main or accessory building.

Recreation facility - Indoor: A facility for the indoor conduct, viewing, participation or entertainment of recreational, sport activities or games of skill. This term includes, but is not limited to, a volleyball court, tennis court, bowling alley, ice or roller skating rink, swimming pool, billiard hall, arcade, basketball court, batting cages, soccer, golf range, sport team practice facility.

Recreation facility - Outdoor: A facility for outdoor conduct, viewing, participation or entertainment of recreational, sport activities or games of skill which may include one or more structures. This term includes, but is not limited to, a golf range, tennis, basketball or volleyball court, soccer, baseball or football field, sporting club, amusement park, golf course, or water park.

Recreational Vehicle. A motor vehicle designed to be used primarily for temporary living quarters, most notably for recreational purposes, within which there are permanently attached facilities and equipment for cooking, eating and sleeping.

Resale store. A store that sells secondhand goods, as permitted within the respective zoning district, which are acquired on an individual item basis via purchase or consignment, including antiques and hobby shops, but not to include thrift stores (no donations), even if thrift is accessory to the primary use. No unwanted items may be accepted and discarded on site.

[Ord. O-2015-0029, 5/7/2015]

Research and development facility: An establishment which conducts research, development, or controlled production of high-technology electronic, industrial, or scientific products or commodities for sale or laboratories conducting educational or medical research or testing.

Restaurant. A public eating establishment in which the primary function is the preparation and serving of food for sale to patrons. Food may be wholly consumed on the premises or may be taken from the premises or may be consumed in motor vehicles parked on the premises.

Safety/service facility: A private or government facility for public safety, service, and emergency services, including a facility that provides police or fire protection and public-related services.

Satellite Dishes (Antennas). An apparatus capable of receiving communications from a transmitter or a transmitter relay located in planetary orbit.

Secondhand jewelry store. A store that engages in the sale of secondhand jewelry in which twenty percent (20%) or more of the floor area for display space or business operations is devoted to secondhand transactions and/or the buying of jewelry or precious metals. For the purposes of this ordinance, secondhand jewelry stores are subject to the licensing requirements provided in Section 9.81 of the Revised Municipal Code. **[Ord. O-2015-0029, 5/7/2015]**

Self-service storage facility: A facility consisting of individual self-contained storage units or spaces leased to individuals, organizations, or businesses for storage of personal or business property.

Setback. The distance maintained between a street right-of-way or lot line and the nearest supporting member of any structure or building on the lot.

Short-Term Rental. A residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.

Sign. A name, identification, description, display or illustration which is affixed to or painted on or represented directly or indirectly upon a building or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization or business.

Special Use. A use which is required for the public convenience but is potentially incompatible with typical permitted uses in a Zoning District and has an impact on the surrounding area that cannot be predetermined and controlled by general use regulations.

Storage Shed. A building used for residential material storage but not used for vehicle parking or vehicle storage. **[Ord. O-2014-0036, 6/17/2014]**

Story*. That part of a building included between the surface of one floor and the surface of the next floor or the ceiling above. A basement shall not be counted as a story if one-half (1/2) is located below the finished grade level.

Story, Half. A partial story under a sloping gable, hip or gambrel roof which does not exceed two-thirds (2/3) of the floor area of the story immediately below it and which does not contain an independent dwelling unit.

Street. Public or legally established right-of-way which includes the entire width between the boundaries of such right-of-way for the purpose of vehicular travel.

Structure. Anything constructed or erected, the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground.

Subchapter. This portion of the City Code, Subchapter I of this Chapter **12**.

Substation/distribution equipment: A facility other than a transmission tower enclosed or outdoor that aids in the distribution of a utility, including, but not limited to, electric power or telephone service or in the transmission of voice, data, text, internet, sound, or video between network termination points.

Tattoo establishment. Any establishment that inserts pigment under the surface of the skin of a person, by pricking with a needle or otherwise, so as to produce an indelible mark or figure through the skin. **[Ord. O-2016-0020, 5/3/2016]**

Thrift store. A store that sells secondhand goods, as permitted within the respective zoning district, which are acquired via donation. **[Ord. O-2015-0029, 5/7/2015]**

Tobacco Paraphernalia. "Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines and any other item designed for the smoking or ingestion of tobacco products. Tobacco paraphernalia includes electronic cigarettes, personal vaporizers, electronic nicotine delivery systems or any item designed to atomize liquid solutions that simulate smoking. **[Ord. O-2016-0032, 7/5/2016]**

Tobacco Products. "Tobacco products" means any substance containing any tobacco leaf, including but not limited to cigarettes, cigars, bidis, pipe tobacco, snuff, chewing tobacco and smokeless tobacco. Tobacco products include e-liquids such as propylene glycol, glycerin, nicotine, flavorings or other products for the use in electronic cigarettes, personal vaporizers or electronic nicotine delivery systems. **[Ord. O-2016-0032, 7/5/2016]**

Tobacco Retailer. A "tobacco retailer" is any establishment that either devotes twenty percent (20%) or more of floor area or display area to the sale or exchange of tobacco products or tobacco paraphernalia. **[Ord. O-2016-0032, 7/5/2016]**

Tourist Rooming House. All lodging places, other than hotels, motels, and bed and breakfasts, in which sleeping accommodations are offered for pay to tourist or transients. A tourist rooming house is a type of short-term rental.

Transit Facilities. A building or other area used for the storage of transit equipment or as a depot waiting or boarding area for transit passengers.

Truck Campers. Any camping unit without wheels or other means of mobility, designed to be attached to, or mounted, either permanently or temporarily, upon a motor vehicle and designed primarily for recreational living quarters.

Trucking, freight and transportation terminals: A facility used to engage in the dispatch, long-term or short-term storage of trucks, buses, taxies and other vehicles, including busing facilities, towing or hauling uses, movers of household or office furniture, appliances and equipment from one location to another including the temporary on-site storage of those items, parcel service delivery vehicles, truck-based freight service and operations, line-haul loading and unloading, destination sorting, terminal operations, and local delivery. Repair and maintenance of vehicles stored on the premises may also be included.

Usable Satellite Signal. A satellite signal which, when viewed on a conventional television set, is at least equal in picture quality to the picture quality of a signal received from local commercial television stations by way of a television antenna which conforms with the Zoning Ordinance and all other applicable ordinances of the City of West Allis.

Use. The function or kind of activity for which a premises is designed, arranged or occupied. For the purpose of this Subchapter, the actual use for which a premises is occupied shall in every case be construed as the use of such premises, regardless of any conflict with design, arrangement or intention.

Utility Trailer. A vehicle without motive power designed to be drawn upon a highway by a motor vehicle and intended to be used for general light cartage purposes.

Variance. A modification of the literal provisions of this Subchapter granted when strict enforcement would cause practical difficulty or unnecessary hardship owing to circumstances unique to the individual property for which the variance is granted.

Vehicle Sales and Rental: Uses that provide for the sale and/or rental of motor vehicles (personal/passenger and consumer vehicles or commercial vehicles) including recreational vehicles and equipment. Maintenance and repair services may be accessory uses when located on the same lot as the principal use. Typical examples include vehicle dealerships and rental agencies.

Vehicle Service facility - Commercial vehicles: Uses that repair, install or maintain the mechanical components or the bodies of large trucks, mass transit vehicles, large construction or agricultural equipment, aircraft or similar large vehicles and vehicular equipment. This definition includes fleet vehicle fueling facilities and truck stops which may dispense conventional vehicle fuels and/or alternative vehicle fuels.

Vehicle Service facility - Personal, passenger and consumer vehicles: Commercial or industrial uses that provide for the service, maintenance and repair of motor vehicles and recreational vehicles and/or equipment for personal/passenger and consumer vehicles. Typical examples include body and paint finishing shops, commercial and passenger vehicle repair and maintenance and fuel stations. Towing or storage of vehicles, boats and recreational vehicles and vehicular equipment when accessory to the principal use and located on the same lot.

Veterinary Clinic. A state-licensed facility providing health and medical services, or surgical care to animals. **[Ord. O-2015-0016, 3/3/2015]**

Wind Energy System. Equipment that converts and then stores or transfers energy from the wind into usable forms of energy [as defined by Wis. Stat. § . 66.0403(1)(m)]. This equipment includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries or other component used in the system. **[Ord. No. O-2008-0056, 2/3/2009]**

Yard. An open space extending along a lot line and unobstructed from the ground upward, except as otherwise provided herein.

Yard, Front*. A yard extending along the full width of the front lot line between side lot lines.

Yard, Rear. A yard extending along the full width of the rear lot line between side lot lines.

Yard, Side. A yard extending along a side lot line between the front and rear yards or between the front lot line and rear yard line where no front yard is required.

Zoning Map. The Official Zoning Map of the City of West Allis. See Section 12.05 of this Subchapter.

General Provisions

12.10 General Provisions

1. Interpretation, Purpose and Conflict. In both interpretation and application, the provisions of this Subchapter shall be held to be the minimum requirements adopted for promoting the general health, safety, convenience and welfare of the residents of the City of West Allis.

Whenever the regulations imposed by this Subchapter require a greater width or size of yards, courts or other open spaces, or require a lower height of building or less number of stories, or require a greater percentage of lot to be left unoccupied, or impose other higher standards than are required in any state statute or other City ordinance or regulation, the provisions of this Subchapter shall govern. Wherever the provisions of any State Statute or other City ordinance or regulation require a greater width or size of yards, courts or other open spaces, or require a lower height of building or less number of stories, or require a greater percentage of lot to be left unoccupied, or impose other higher standards than are required by the regulations of the Subchapter, the provisions of such Statute or ordinance or regulation shall govern.

This Subchapter is not intended to abrogate any easement, covenant or any other private agreement, provided that where the regulations of this Subchapter are more restrictive or impose higher standards or requirements than such easements, covenants or other private agreements, the requirements of this Subchapter shall govern.

2. Accessory Buildings. Accessory buildings are permitted as a matter of right in all of the Zoning Districts established under this Subchapter. Such buildings are, however, subject to all applicable general and specific regulations set forth in this Subchapter. The following shall apply to residential uses.

- a. No accessory building, unless an integral part of the main building, shall be erected, altered or moved within ten (10) feet of the nearest wall of the main building, or within sixty (60) feet of the front lot line, or within three (3) feet of a side or rear lot line, or within five (5) feet of any alley line.
- b. Accessory buildings may not encroach upon the side yard adjacent to the street of a corner lot, nor upon the rear yard of a through lot.
- c. No accessory building shall exceed fifteen (15) feet in height.
- d. Overhanging roof eaves projecting into required setbacks as listed hereafter will not be considered an obstruction. **[Ord. O-2006-0013, 4/4/2006]**

- Side or rear yard setback, two (2) feet.
- Alley setback, two (2) feet.
- Corner or through-lot setback, two (2) feet.

e. (Reserved)

f. Area and Height. **[Ord. O-2014-0036, 6/17/2014; Ord. O-2019-0017,**

6/4/2019]

- i. Garage(s) shall not exceed one thousand (1,000) square feet in total area.
- ii. Detached garage(s) may be built up to eighteen (18) feet in height above grade, but shall not exceed the height of the principal dwelling.
- iii. No garage (attached or detached) shall exceed the height of the principal dwelling.
- iv. Wall height of detached garages shall not to exceed ten (10) feet.
- g. A storage shed may not exceed one hundred fifty 50 square feet in area or 12 feet in height and may not have a door greater than five (5) feet in width.

[Ord. O-2014-0036, 6/17/2014]

- h. A residential accessory building may not exceed one hundred fifty (150) square feet in area and may not exceed twelve (12) feet in height. **[Ord. O-2014-0036, 6/17/2014]**
- 3. Control Over Use. No building or premises shall be used, in whole or in part, except in accordance with the provisions of this Subchapter, as specified for the Zoning District in which any such building or premises is located.
- 4. Control Over Bulk. All new buildings and structures shall conform to the bulk requirements established in this Subchapter for the Zoning District in which each building or structure is located.

No existing building or structure shall be enlarged, reconstructed, structurally altered, converted or relocated in such a manner as to conflict with, or if already in conflict, in such a manner as to further conflict with, the bulk regulations of this Subchapter for the Zoning District in which such building or structure is located.

- 5. Building Must Be On a Lot. Every building hereafter erected or structurally altered shall be located on a lot and there shall be no more than one main building on a lot except in the case of those lands developed under the provisions of the Planned Development District Section of this Subchapter. In case of doubt, or in any question of interpretation of this Subchapter, the decision of the Building Inspector shall be final.
- 6. Existing Buildings and Uses. All buildings and structures erected, all uses established, and all structural alterations and relocations of existing buildings and structures occurring after the effective date of this Subchapter or any amendment thereto shall be subject to the regulations of this Subchapter, as amended for the Zoning Districts in which such building, structures or uses are located.

However, where a building permit has been issued in accordance with all other applicable regulations prior to the effective date of this Subchapter or any amendment, the permitted building or structure may be completed in accordance with the permit, as issued, and may be occupied for the originally intended use, subject to the regulations governing that use.

- 7. Unoccupied Lots. Where a lot is to be occupied for a permitted use without buildings or structures, side yard and front yard requirements normally associated with the Zoning District in which the lot is located shall be maintained, unless otherwise stipulated in this Subchapter, except that side yards shall not be required on lots used for garden purposes without buildings or structures or on lots used for public recreational purposes.
- 8. Yards Apply to Only One Building. No required yard or other open space around an existing building shall be considered as providing a yard or open space for any other building or for any other lot on which a building may be erected.

Furthermore, yards and other open spaces required under this Subchapter shall be located on the same lot as the principal building, structure or use and shall meet all minimum width, depth and area requirements set forth in this Subchapter for the

Zoning District within which it is located.

9. Residential Side Yard Requirements - Corner Lots. In the case of a lot in a residential Zoning District where the side yard adjoins a street, that side yard shall be at least the minimum width required under that Zoning District, except for lots platted and recorded prior to the passage of this Subchapter. For lots platted and recorded prior to the passage of this Subchapter which are forty (40) feet or less in width, dwellings and garages of less than twenty-four (24) feet in width are permitted, however, all other bulk requirements shall be met. [Ord. O-2003-0014, 2/18/2003]
10. Permitted Obstructions in Required Yards. Structures are permitted to be located in required yards in accordance with the following table: [Ord. 6628, 9/17/2002; Ord. O-2003-0012, 2/18/2003; Ord. O-2014-0036, 6/17/2014]

Permitted Structures			
Structure	Front Yards	Side Yards	Rear Yards
Accessory Buildings (garages, sheds, gazebos, etc.)	See RMC 12.10(2)		
Air conditioning equipment, but in no case closer than one (1) foot to a lot line		X	X
Antennas, Radio, Television (see Sec. 12.21 of the RMC)		X	X
Arbors and trellises	X	X	X
Awnings	X	X	X
Basketball hoops, but in no event closer than three (3) feet from the side yard property line	X	X	X
Bay windows, but not exceeding five percent (5%) of the yard area and projecting not more than three (3) feet into the yard, but in no event closer than eighteen (18) inches to a lot line	X	X	X
Canopies	X	X	X
Chimneys, attached to the main building, not exceeding five percent (5%) of the yard area and projecting not more than three (3) feet into the yard, but in no event closer than eighteen (18) inches to a lot line	X	X	X
Compost areas (see Sec. 7.05(5) of the RMC)		X	X
Dog houses and kennels, no closer than five (5) feet to a lot line			X
Fences and walls (see Secs. 13.30 and 13.31 of the RMC)		X	X
Flag poles	X	X	X
Open accessory off-street parking spaces (see Secs. 12.19 and 12.20 of the RMC)	X	X	X

Overhanging roof eaves (main building) not more than three (3) feet	X		
Overhanging roof eaves (main building) not more than one (1) foot	X	X	X
Patios and terraces	X	X	X
Platforms, not exceeding fifteen percent (15%) of the yard area and which cannot be used for lodging purposes, and no closer than ten (10) feet to the front lot line and three (3) feet to the side lot line	X	X	X
Porches, open or enclosed, not exceeding fifteen percent (15%) of the yard area and which cannot be used for lodging purposes, and no closer than ten (10) feet to the front lot line and three (3) feet to the side lot line	X	X	X
Recreational equipment no closer than five (5) feet from a side or rear property line as follows:			
i. Ramps, halfpipes or other structures which may be used for skateboards, roller blades, skis, snowboards, bikes or other similar activities			X
ii. Trampolines		X	X
iii. Playground equipment and structures (swing sets, jungle gyms, tree houses)		X	X
Refuse containers (one- and two-family uses or as allowed by Plan Commission per RMC 12.13)		X	X
Retaining walls	X	X	X
Signs (see Sec. 13.21 of the RMC)	X	X	X
Sills, belt courses, cornices and ornamental features of the principal building projecting not more than eighteen (18) inches into a yard	X	X	X
Steps, usual and their appurtenances	X	X	X
Swimming pools, but in no event closer than three (3) feet to lot line		X	X
Landscaping, including trees, shrubs and flowers	X	X	X
Yard decorations (usual lawn, holiday and ornamental lighting)	X	X	X

All permitted structures shall be erected, constructed and maintained in accordance with this Subchapter and all other applicable City ordinances.

11. Exemptions for Public Premises. The regulations established in this Subchapter shall not apply to City premises, provided that a proposed development plan is submitted to the City Plan Commission for review and report to the Common Council, as required by Sec. 62.23 of the Wisconsin Statutes.
12. Schools; Accessory Uses. Public and private elementary and high school buildings may be used for other education, including adult and college level instruction, recreation and civic purposes, provided that the principal use of any such building is for public and private elementary or high school education purposes.
13. Root River Flood Control District. Within the area shown and designated on the Official Zoning Map as the Root River Flood Control District, no building or structure shall be erected, no existing building or structure shall be structurally altered, no building or structure shall be moved into the said area and no use of land shall be made except, in addition to all other applicable regulations of this Subchapter, in compliance with the specific regulations of the Root River Flood Control District. The regulations of the Root River Flood Control District shall be construed as supplementary to the regulations imposed on the same lands by any underlying zoning regulations. When flood control and underlying zoning regulations conflict, the most restrictive regulations shall govern.
14. The Building Inspector and Director of Development or their designees shall administer and enforce the provisions of this Subchapter. **[Ord. O-2015-0010, 2/3/2015]**
15. The restrictions on outdoor sales shall not apply to licensed transient merchants.

12.11 Violations And Penalties

1. It shall be unlawful to erect, construct or reconstruct any building or structure or to use any building, structure or premises in violation of any provision of this Subchapter.
2. Any person, firm or corporation violating any provision of this Subchapter shall, for each offense, forfeit not less than twenty-five dollars (\$25.), nor more than five hundred dollars (\$500.), together with the costs of prosecution; and, in default of payment of such forfeiture and costs, by imprisonment in the Milwaukee County House of Correction until payment of the forfeiture and costs, but not in excess of the number of days set forth in Sec. 800.095 of the Wisconsin Statutes. Each and every day a violation of a provision of this Subchapter continues constitutes a separate offense.
3. In case any building or structure is or is proposed to be erected, constructed or reconstructed or any building, structure or premises is proposed to be used in violation of the provisions of this Subchapter, the Building Inspector or the City Attorney or any adjacent or neighboring property owner who would be specially damaged by such violation, may, in addition to other remedies provided by law, institute injunction, mandamus, abatement or any other appropriate action or proceeding to prevent, enjoin, abate or remove any such violation.

12.12 Nonconforming Buildings, Structures, Lots And Uses

1. Definitions.
 - a. Nonconforming Building or Structure. A building or structure, or any portion thereof, lawfully existing on the effective date of this Subchapter, or any amendments thereto, and which does not conform to applicable regulations governing the bulk, location, height or size of structures or buildings in the Zoning District in which it is located.
 - b. Nonconforming Use. The lawful use of a premises existing on the effective date of this Subchapter or any amendment thereto and which does not conform to applicable regulations governing use in the Zoning District in which the premises is located. For the purpose of this Subchapter, any lawful

- use established on the effective date of this Subchapter or amendment which is nonconforming solely by virtue of lacking off-street parking or loading facilities shall not be deemed a nonconforming use.
- c. Assessed Value. Assessed value is the value established under § 70.32 of the Wisconsin Statutes, divided by the ratio of the assessed value to the recommended value last published by the Department of Revenue for the City under § 70.57 of the Wisconsin Statutes. **[Ord. 6605, 2/5/2002]**
2. Authority to Continue. All nonconforming buildings, structures and uses may be continued subject to the provisions of this Subchapter.
3. Nonconforming Buildings and Structures.
- a. Alteration and Enlargement. No nonconforming building or structure in which there is a conforming use may be enlarged or structurally altered, if the enlargement or alteration will extend the nonconformity.
 - b. Relocation. No nonconforming building or structure shall be moved, in whole or in part, to any other location on the same or any other lot unless, upon relocation, every part of such building or structure is made to conform to all applicable regulations of the Zoning District in which it is located.
 - c. Reconstruction. A nonconforming building or structure, which is damaged or destroyed by fire or other casualty, including natural disaster, shall not be restored if the cost of restoration exceeds fifty percent (50%) of its assessed value at the time of such loss, unless the building or structure is made to conform to all applicable regulations of the zoning district in which it is located. **[Ord. 6605, 2/5/2002]**
4. Nonconforming Uses Occupying a Building or Structure.
- a. Repair and Maintenance. Ordinary repair and maintenance are permitted in and to a building or structure occupied by a nonconforming use, including repairs which may be required by law to make the building or structure, or any part thereof, strengthened or restored to a safe condition. However, total structural repair shall not, during the life of any such building or structure, exceed fifty percent (50%) of its assessed value at the time the use became nonconforming, unless the use has changed to a use permitted in the zoning district in which it is located. **[Ord. 6605, 2/5/2002]**
 - b. Alteration, Enlargement or Relocation. No building or structure occupied by a nonconforming use shall be enlarged, reconstructed, relocated or structurally altered, unless the use of the building or structure is changed to a use permitted in the Zoning District in which it is located.
 - c. Restoration. A building or structure occupied by a nonconforming use, which is destroyed or damaged by fire or other casualty, including natural disaster, shall not be restored if the cost of restoration exceeds fifty percent (50%) of its assessed value at the time of such loss, unless the use of the building or structure is changed to a use permitted in the zoning district in which it is located. **[Ord. 6605, 2/5/2002]**
 - d. Extension of Use. No nonconforming use of a building or structure shall be increased in intensity or extended to any part of the building or structure it occupies that was not intended or designed to be devoted to such use on the effective date of this Subchapter or any amendment which made such use nonconforming, nor shall any such use be extended to occupy any land outside the building or structure.
 - e. Change of Use. The nonconforming use of a building or structure may only be changed to a use permitted in the Zoning District in which the building or structure is located.
 - f. Discontinuance of Use. No nonconforming use of a building or structure shall be resumed if abandoned or discontinued for a period of twelve (12) months. Any discontinuance caused by governmental action and without any contributing fault by the nonconforming user shall not be considered in

calculating the length of the discontinuance.

5. Nonconforming Uses of Land.

- a. Extension of Use. No nonconforming use of land shall be increased in intensity or extended beyond the area of land occupied or devoted to the nonconforming use.
- b. Change of Use. The nonconforming use of land may only be changed to a use permitted in the Zoning District in which the land is located.
- c. Discontinuance of Use. No nonconforming use of land shall be resumed if abandoned or discontinued for a period of twelve (12) months. Any discontinuance caused by governmental action and without any contributing fault by the nonconforming user shall not be considered in calculating the length of discontinuance.

6. Nonconforming Lots. Any platted lot of not less than forty (40) feet in width in an approved subdivision, which plat was of record prior to February 24, 1956, but which does not meet the lot width and area regulations of the Zoning District where the lot is located may be utilized for a single-family dwelling, provided that, the lot area is within seventy-five percent (75%) of that required in any such Zoning District. Where an unplatted lot does not meet the lot width and area regulations of the Zoning District where the lot is located, the lot may be utilized for a single-family dwelling, provided that such lot width and area are within seventy-five percent (75%) of that required in any such Zoning District. Where platted or unplatted lots have a greater width or area than is required by the regulations in the Zoning District where the lot is located, such lots shall not be divided or reduced in width or area less than that required by the regulations in any such Zoning District. Any single-family dwelling permitted to be constructed under this Subsection shall, at a minimum, meet the front yard and seventy-five percent (75%) of all other yard requirements in the Zoning District where the lot is located.

7. Nonconforming Special Uses.

- a. Existing Special Uses. Special uses lawfully existing on the effective date of this Subchapter or any amendment thereto and which do not conform to applicable regulations governing use in the Zoning District in which that use is located constitute a nonconforming use.
- b. Reclassified Uses. A permitted use of a building, structure or land lawfully existing on the effective date of this Subchapter which has been reclassified as a special use under this Subchapter shall be held to be a valid use subject to the provisions of this Section.

12.13 Site, Landscaping And Architectural Review Procedures

1. Purpose. The purpose of this Section is to establish site and architectural standards for development projects in the city in order to provide for adequate and convenient open space for recreation, light and air; to promote aesthetically compatible development; to promote stability and improvement in and avoid substantial depreciation in property values; to avoid population congestion; to maintain and promote pedestrian and vehicular circulation; to promote the long term health, safety and general welfare and happiness of the community; and, to otherwise promote the purposes and intent of this Subchapter.
2. Approval Required. No building permit for the construction of any building, structure or project to which this section applies shall be issued until a site and architectural plans therefore have been reviewed and approved pursuant to this section. Site improvements not requiring a building permit but subject to site plan approval shall not be commenced until approved pursuant to this section.
3. Application. [**Ord. 6502, amend, 2/15/2000; Ord. O-2003-0019, 2/18/2003; Ord. O-2007-0014, 9/4/2007**]
 - a. Architectural Review. This section applies to:

- i. Multi-family residential, mixed-use residential/commercial, commercial, manufacturing, or institutional and public uses, and their respective accessory structures, when one or more of the following occurs:
 - (1) New construction;
 - (2) Conversions of such uses;
 - (3) Additions to existing buildings;
 - (4) Exterior alterations or repairs to existing buildings for which a building permit is required; or
 - (5) A special use permit is required for such uses.
 - ii. Two-family residential, when the following occurs:
 - (1) New construction and their respective accessory structures;
 - (2) Conversions of such uses where exterior modifications are proposed.
 - (A) Conversions of such uses may be approved by the Department of Development staff.
 - (B) If the staff and applicant are unable to come to an agreement on the proposed design, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than 20 days before the next regularly scheduled Plan Commission meeting. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
 - iii. Single-family residential, when the following occurs:
 - (1) New construction. **[Ord. O-2010-0040, 11/16/2010]**
 - (A) Single-family construction may be approved by the Department of Development staff. If the staff and the applicant are unable to come to an agreement on the proposed architectural design, the applicant may file a request for variance with the Plan Commission by submitting a written request to the Department of Development. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
 - (B) If the Plan Commission and applicant are unable to come to an agreement on the proposed architectural design, the applicant may file a request for a variance with the Common Council by submitting a written request to the Department of Development. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
- b. Site Review. This section applies to:
- i. Multi-family residential, mixed-use residential/commercial, commercial, manufacturing, institutional and public, or outdoor storage/sales and display uses, and their respective accessory structures, when one or more of the following occurs:
 - (1) New construction;
 - (2) Conversions of such uses;
 - (3) Change of use of any premises;

- (4) Additions to existing buildings;
 - (5) Exterior alterations or repairs to existing buildings for which a building permit is required;
 - (6) A special use permit is required for such uses; or
 - (7) Site changes.
- ii. Off-street parking and loading areas and manufactured home park uses when one or more of the following occurs:
 - (1) Site changes.
- iii. Two-family residential, when the following occurs:
 - (1) New construction and their respective accessory structures;
 - (2) Conversions of such uses.
 - (A) Conversions of such uses may be approved by the Department of Development staff.
 - (B) If the staff and applicant are unable to come to an agreement on the proposed design, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than 20 days before the next regularly scheduled Plan Commission meeting. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
- iv. Single-family residential site standards, when the following occurs:

[Ord. O-2010-0040, 11/16/2010]

 - (1) New construction.
 - (A) Single-family construction will be exempt from landscaping review requirements and may be approved by the Department of Development staff.
 - (B) A minimum of twenty-five percent (25%) of the lot shall be devoted to natural pervious area, such as a grassed lawn, and shall include the required front yard of the property. No front, side or rear yard may be fully covered in nonpervious materials. If the applicant is unable to satisfy the twenty-five-percent natural pervious area requirement, the applicant may file a request for variance with the Plan Commission by submitting a written request to the Department of Development. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
 - (C) If the Plan Commission and applicant are unable to come to an agreement on the twenty-five-percent natural pervious area requirement, the applicant may file a request for a variance with the Common Council by submitting a written request to the Department of Development. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
 - (D) Single-family construction will be exempt from the security bond requirements noted in Subsection 12.13(14).

- c. Development of Large Retail Site. This section applies to: **[Ord. O-2007-0023, 8/7/2007]**
 - i. All parcels or development sites with 50,000 or more square feet of retail development, as defined in the City's Large Retail Development.
 - ii. In addition to the requirements of this subsection, any large retail development shall require a special use permit, and must be approved in the same manner as those uses described in Section 12.13.
 - iii. At the time of submission of application for a large retail development, the applicant must provide to the City a community impact statement as described in Community Impact Statement section of the City's Large Retail Development Requirements.
- 4. Authority for Approval.
 - a. Site and architectural plans will be subject to review and approval by the Plan Commission, as provided in this section.
 - b. In approving any site and architectural plans, the Plan Commission shall have the authority to stipulate those conditions it deems necessary to protect the public interest and to secure compliance with this section.
 - c. The Plan Commission shall have the authority to adopt reasonable rules and regulations relative to the exercise of its powers under this section. Such rules may include specific site and architectural design criteria that serve to implement the general standards set forth in Subsections (9) and (10), below. Rules will become effective only after they have been approved by the Common Council following due notice and public hearing. Publication of this notice will be as required for a Class II notice under Wisconsin Statutes.
- 5. Basis For Approval. The Plan Commission shall have the power to approve, approve with conditions, or reject a site or architectural plan on the basis of the requirements specified in this section and those rules adopted and approved pursuant to Paragraph (4)(c), above.
- 6. Submittal of Application. An application for site and/or architectural plan review shall be filed with the Plan Commission in the office of the City Planner. All applications must be signed by all the owners of record of the project premises and accompanied by the filing fee.
- 7. Plan Commission Decisions.
 - a. The Plan Commission may approve, approve with conditions, or reject the application. The Plan Commission decision shall be in writing and contain a statement of reasons for its action. Any conditions of approval shall be specifically stated in the decision. A copy of the Plan Commission decision will be mailed to the applicant and owner, if different from the applicant.
 - b. The Plan Commission decision on an application shall be issued within sixty (60) days of filing of the application with the office of the City Planner unless the applicant has agreed in writing to an extension.
 - c. Approval will expire one (1) year from the date of approval unless construction is underway or the applicant has been granted a valid building permit. If construction is underway or a building permit has been granted after one (1) year from the date of approval, the approval will expire if construction is not completed within twenty-four (24) months of the Plan Commission decision. **[Ord. O-2007-0033, 9/4/2007]**
 - d. An extension of time of the time limitations may be granted by the Plan Commission with the following criteria: **[Ord. O-2007-0033, 9/4/2007]**
 - i. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a two-hundred-fifty-dollar extension fee. The fee may be waived at the discretion of the Director of the Department of Development.

- ii. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.
 - iii. The request for extension shall be submitted within sixty (60) days of the expiration of the Plan Commission approval, and the Plan Commission shall decide on the length of the requested extension of time.
- 8. Effect of Approval. All plans approved by the Plan Commission pursuant to this Section will serve to limit and control the issuance and validity of building permits and certificates of occupancy and will restrict and limit construction, location and use of all buildings and structures included in any such plan.
- 9. Site and Building Design Standards. Site and building designs shall:
 - a. Site designs shall provide for the placement of all site elements necessary to create a safe, functional, convenient, healthful, durable and attractive environment.
 - b. Site designs shall preserve the positive features of the site to the extent possible and minimize their destruction or harmful alteration.
 - c. Site designs shall ensure that all developments function within the context of the site and the surrounding area. Site designs shall eliminate, or if not possible to eliminate, mitigate potential hazards created by the proposed development.
 - d. Building and structure designs shall avoid alternatives which shall be so similar to, or at variance from, other buildings and structures already constructed or under construction in the area.
 - e. Building materials selected shall be compatible with materials used in the area.
 - f. All sites, buildings and structures shall be designed in accordance with site and architectural design criteria adopted and approved in accordance with Subsection (4)(c), above.
- 10. Re-Application. No application which has been wholly, or in part, rejected may be resubmitted until at least one (1) year from the date of the final action of the Plan Commission, except in the case of newly discovered evidence or proof of changed conditions.
- 11. Revocation of Approval. The Plan Commission shall have the authority to revoke its approval of a site and/or architectural plan if the provisions of that plan are not fully implemented.
- 12. Appeals. Any person aggrieved by a decision of the Plan Commission under this section may appeal that decision to the Common Council. **[Ord. O-2010-0047, 11/16/2010]**
- 13. Conditional Occupancy.
 - a. In the event the completion of all required site improvements are delayed due to work stoppages, extraordinary or seasonal weather conditions or damage caused by fire, or other casualty, a conditional occupancy for the project, or any part thereof, may be approved by the Building Inspector. This approval shall be subject to whatever terms and conditions are deemed necessary by the Building Inspector to protect the public interest and promote and secure compliance with the purposes and intent of this section.
 - b. No conditional occupancy will be allowed unless the improvements to be occupied are approved for occupancy by the Building Inspector.
 - c. All required site improvements will be completed within a period of time set by the Building Inspector from the date of approval of the conditional occupancy.
 - d. The approval of a conditional occupancy will not be interpreted as a waiver of any of the applicant's obligations under this section, except to extend the time for completion of the site improvements as provided in Paragraph (c).
- 14. Security Bond: Site Plans. As a condition of approving a site plan, the Plan

Commission may require that the applicant provide a security bond, letter of credit or cash deposit to ensure the completion of all required site improvements including refuse enclosures, landscaping, and paving, stripping and signage of parking lots. The form of the bond or other security, if any, shall be prescribed by the Plan Commission. The amount of any bond or other security may not exceed one hundred twenty-five percent (125%) of the estimated cost of the site improvements and may be reduced over the life of the construction of the project as elements are completed; however, even if the amount is reduced, the bond or other security will remain in force until all required site improvements have been completed and approved by the Building Inspector. The Plan Commission may require more than one (1) estimate from licensed contractors to determine the value of the bond or security.

15. Maintenance. Sites, buildings and structures will be completed and maintained in accordance with the final plans approved pursuant to this section. Approved plans will run with the land and will remain in effect regardless of changes in ownership of the subject property.
16. Amendments. No modification or alteration of any plan approved pursuant to this section will be permitted unless approved in writing by the Plan Commission. An application for any such alteration or modification shall be filed with the Plan Commission on a form approved by the Plan Commission. Alterations and modifications shall be subject to the same standards and criteria as original applications and shall be in conformance with all the provisions of this section.
17. Plan Review Fee. The following fees must be paid at the time of submittal of an application and no consideration will be given to those plans for which application fees have not been paid: [Ord. O-2004-0008, 3/2/2004; Ord. O-2005-0035, 7/5/2005; Ord. O-2005-0044, 11/1/2005]

Planning Application Review Fee Schedule	
(a) Site, Landscaping, Architectural Plan Amendments and Variances [Ord. O-2007-0034, 9/4/2007]	\$100.00
(b) Signage Plan Review	\$100.00
(c) Level 1 Site, Landscaping, Architectural Plan Review	\$100.00
(d) Level 2 Site, Landscaping, Architectural Plan Review	\$250.00
(e) Level 3 Site, Landscaping, Architectural Plan Review	\$500.00
(f) Special Use Application	\$500.00
(g) Transitional Use Application	\$500.00
(h) Request for Ordinance Amendment	\$500.00
(i) Request for Rezoning	\$500.00
(j) Certified Survey Map [Ord. No. O-2009-0007, 4/7/2009]	\$600.00
(k) Street or Alley Vacation	\$500.00
(l) Planned Unit Development	\$1500.00
(m) Subdivision Plat [Ord. No. O-2009-0007, 4/7/2009]	\$1700.00
(n) Request for Sign Variance	\$100.00
(o) Request for an Extension of Time	\$250.00
(p) Certified Survey Map Reapproval Submittal [Ord. No. O-2009-0007, 4/7/2009]	\$50.00

18. Fee Determination Site, Landscaping, Architectural Plan Review. **[Ord. O-2004-0008, 3/2/2004]**
- Level 1 Site, Landscaping, Architectural Plan Review. The determination of Level 1 Plan Review in this section shall be made by Development staff on the basis of actual averaged project cost submitted to the Development Department by the owner or agent for the owner. Level 1 Site, Landscaping, Architectural Plan Review shall be applied to any project with an averaged project cost less than two thousand dollars (\$2,000).
 - Level 2 Site, Landscaping, Architectural Plan Review. The determination of Level 2 Plan Review in this section shall be made by Development staff on the basis of actual averaged project cost submitted to the Development Department by the owner or agent for the owner. Level 2 Site, Landscaping, Architectural Plan Review shall be applied to any project with an averaged project cost between two thousand dollars (\$2,000) and five thousand dollars (\$5,000).
 - Level 3 Site, Landscaping, Architectural Plan Review. The determination of Level 3 Plan Review in this section shall be made by Development staff on the basis of actual averaged project cost submitted to the Development Department by the owner or agent for the owner. Level 3 Site, Landscaping, Architectural Plan Review shall be applied to any project with an averaged project cost in excess of five thousand dollars (\$5,000).
19. Exemptions. Public school facilities construction utilizing school maintenance personnel or volunteer labor shall be exempt from the planning review fees of this Section. **[Ord. O-2004-0008, 3/2/2004]**
20. Other Fees. The following is the planning/development fee schedule for hard copy products produced by the Development Department: **[Ord. O-2004-0008, 3/2/2004]**

Copies:	
Comprehensive Plan	\$20.00
Comprehensive Plan Map	\$5.00
Strategic or Redevelopment Plan	\$10.00
Strategic or Redevelopment Plan Map	\$20.00
Zoning Ordinance	\$15.00
Sign Code Ordinance	\$10.00
Individual copies	\$0.25 per page
Official Zoning Map	\$20.00
Official Land Use Map	\$20.00
GIS Customized Map	\$20.00, plus \$80.00 per hour

21. Refunds. Planning application review fees, and other fees in this Section, once submitted, are nonrefundable regardless of whether the application is approved, denied or withdrawn. **[Ord. O-2004-0008, 3/2/2004]**

[Ord. 6392, (repeal & recreate), 7/7/1998; Ord. No. O-2003-0019, 2/18/2003; Ord. O-2004-0008, 3/2/2004]

12.14 Amendment Proposals

Amendments to this Subchapter, or the Official West Allis Zoning Map, are within the legislative authority of the Common Council. The Common Council may, in the exercise of its discretion, entertain proposals for amendments upon petition of one or more owners of property to be affected by the proposed amendment. In such cases, the process outlined in this Section should be adhered to. However, nothing in this Section should be construed to in any manner define or limit the authority of the Common Council nor create any procedural right or entitlement.

1. Criteria. In considering petitions for amendment, the Plan Commission and the Common Council shall use the following as guidelines:
 - a. The property in question cannot be reasonably used as currently zoned.
 - b. The proposed change is supported by the adopted City Comprehensive Land Use Plan.
 - c. The change is consistent with the established land use pattern.
 - d. The existing infrastructure, including the street system, public and private utilities and City-provided services, can accommodate the proposed change.
 - e. The proposed change does not have a negative impact on the natural environment, including floodplains, natural drainage ways and natural areas within and adjacent to the City.
 - f. The request constitutes a continuation or an extension of an existing Zoning District.
 - g. A change in conditions in the area supports the proposed amendment or map change.
 - h. The proposed request is consistent with the needs of the community.
2. Procedures. The procedure for amending this Subchapter or the Zoning Map is as follows:
 - a. The process begins with a written request from the applicant, addressed to the Mayor and Common Council and submitted to the City Clerk. The request shall state the proposed amendment to this Subchapter or the Zoning Map. The letter of application shall also include the reason for the request and any appropriate documentation and shall be accompanied by the necessary application fee. The Common Council has set a fee schedule for this process. The office of the City Clerk has a list of appropriate fees.
 - b. Upon receipt of an application, the City Clerk will place the application on the agenda of the Common Council. The Common Council will refer the matter to the City Plan Commission for review and a recommendation. The City Plan Commission is advisory to the Common Council. All final decisions are made by the Common Council.
 - c. The City Plan Commission will review the application in an open public session. Members of the public will be allowed to address the Commission and those public comments will be considered by the Commission in making their recommendation within sixty (60) days from referral of the application. Recommendations of the Commission will be forwarded to the Safety and Development Committee of the Common Council for further consideration.
 - d. The Safety and Development Committee of the Common Council will meet to review the recommendations of the Plan Commission. As with the Commission, its meetings are open to the public. The public can make comments to the Committee with the approval of the Chair. The Safety and Development Committee will make its own decision on the application which may agree or disagree with that of the Plan Commission. The decision of the Committee will be forwarded to the Common Council along with the recommendation of the Plan Commission. **[Ord. O-2004-0044, 10/19/2004]**
 - e. If a majority of the Safety and Development Committee approve the application, a public hearing shall be scheduled by the Common Council. Notice of the time and place of the hearing shall be made in the official City

newspaper as a Class II notice, as provided by law. In addition, the City Clerk shall mail notice of the hearing to property owners within two hundred (200) feet of the effected property at least ten (10) days prior to any such hearing, but failure to give such notice shall not invalidate any amendments. **[Ord. O-2004-0044, 10/19/2004]**

- f. Following the public hearing and receipt of the recommendations of the Plan Commission and the Safety and Development Committee, the Common Council will render a final decision on the application. This decision will be to approve, disapprove or refer the application back to the Safety and Development Committee for further study.
3. Re-application. No application for an amendment to this Subchapter, which has been wholly, or in part, disapproved may be resubmitted for a period of one (1) year from the date of final Common Council action on the original application, except in the case of new information or changed conditions which are found valid by the Common Council upon inspection.

12.15 Board Of Appeals

Under the provisions of Sec. 62.23(7)(e) of the Wisconsin Statutes, the City of West Allis creates a Board of Appeals, the purpose of which is to ensure that adequate, but controlled, flexibility is provided in the application of this Subchapter. The Board will be governed by the provisions of the State Zoning Enabling Law and the rules of procedure found in this Subchapter. In the case of any conflict between these two, state law will prevail over local ordinances.

1. How Constituted. The Board of Appeals shall be constituted as prescribed by Section 2.39 of this Code and Sec. 62.23(7)(e)2. of the Wisconsin Statutes.
2. Jurisdiction and Rules. The Board of Appeals shall have the following specified duties and powers:
 - a. The Board will hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, determination or interpretation made by an official in the enforcement of this Subchapter.
 - b. The Board may authorize, upon appeal, such variances from the terms of this Subchapter as will not be contrary to the public interest where, owing to special circumstances, a literal enforcement of the provisions of this Subchapter will result in practical difficulty or unnecessary hardship and the variance will ensure that the spirit of the Subchapter is observed, the public safety and welfare secured and substantial justice done.
 - c. The jurisdiction of the Board to grant variances shall not extend to any variance involving the establishment or continuation of a use or uses which would be prohibited in the Zoning District for which the variance is sought, nor shall it have jurisdiction to permit variances from land area per dwelling unit requirements in any such District or permit variances which would otherwise result in substantial detriment to the public good and substantially impair the intent and purpose of this Subchapter.
 - d. The Board shall grant no variance as a result of a self-imposed economic hardship.
 - e. In granting a variance, the Board may specify, in writing to the applicant, such conditions of the variance that will, in its judgment, substantially secure the objectives of the regulations or provisions to which the variance applies. The breach of any of these conditions will automatically invalidate the variance.
 - f. No application or appeal which has been denied, wholly or in part, by the Board may be resubmitted for a period of one (1) year from the date of the last denial, except on the grounds of new information or changed conditions which are found valid by the Board upon inspection.
 - g. Any variance granted will become null and void, unless the stated provisions

of the variance have been utilized by the applicant within six (6) months of the granting of the variance unless otherwise noted by the Board.

3. Procedures. The Board shall have the authority to develop rules and procedures to govern its work under the provisions of this Subchapter.

[Ord. O-2006-0023, 6/6/2006; Ord. O-2018-0032, 8/7/2018]

12.16 Special Uses

1. Purpose. Within the Zoning District, there are various permitted uses. There are also various other uses which are required for the public convenience but are potentially incompatible with permitted uses and which can have a deleterious impact on the surrounding area. This impact cannot be predetermined or controlled by general regulations. In addition, these special uses cannot always be confined to specific Zoning Districts. Therefore, in order to ensure compatibility with the neighborhoods in which they may be located, it is necessary that these special uses not be permitted as a matter of right, but only after appropriate review and approval as provided by this Section.
2. Authority to Grant. Following due notice and a public hearing, special uses may be granted by the Common Council, as provided under the provisions of the Section, in the respective Zoning Districts in which they are permitted.
3. Application. An application for a special use shall be filed with the office of the City Clerk on a form prescribed by the Common Council. The application will include the information prescribed by the Common Council as well as a written statement by the applicant and appropriate supporting materials sufficient to demonstrate that the proposed use will conform to the standards set in Subsection (8) below.
The application will also be accompanied by a designated filing fee. A schedule of fees has been set by the Common Council and is available in the office of the City Clerk.
4. Application Materials. Where appropriate, any or all of the following materials shall accompany an application for a special use. An applicant shall confer with the office of the City Planner prior to submittal to determine which materials are necessary for the specific application.

Application for Special Use Permit

Application Checklist

____ Completed Special Use Application ____ Written Statement to Common Council Stating Reasons for the Request ____ Filing Fee ____ Current Property Survey ____ Scaled Site Plan (See Sec. 12.13 for Site Plan Requirements) ____ Elevations of Structures ____ Schedule and Examples of Exterior and Interior Materials ____ Landscaping Plan Including Fencing, Screening, Plantings, Paving and Parking ____ Maps Showing Existing and Proposed Topography ____ Map Showing All Easements ____ Signage and Lighting Plans ____ Storm Drainage Plan for Site

5. Application Process. Upon receipt of a proper application and appropriate supporting materials, the Common Council shall refer the application to the City Plan Commission and the Safety and Development Committee of the Common Council for their recommendations. The Common Council shall then, within a reasonable time, schedule and hold a public hearing on each request for a special use. The Common Council may elect to hold the public hearing itself or it may designate either the Safety and Development Committee of the Common Council or the City Plan Commission to hold the public hearing. If either of these latter bodies are designated to hold the public hearing, the Common Council will be presented with written proposed findings of fact and written recommendations of the hearing prior to making a final decision on the application.
6. Notice of Public Hearing. Due notice of a public hearing will be as follows:

- a. The City Clerk will give notice of the hearing by publication as a Class II Notice, under Chapter 985 of the Wisconsin Statutes, in the official City newspaper.
 - b. The City Clerk will mail the notice of the hearing to the applicant, his agent or attorney, at least ten (10) days before the date of the public hearing.
 - c. The City Clerk shall also, to the extent practical, mail the notice of public hearing to the owners of record, as listed in the office of the City Assessor, of all property within two hundred (200) feet of the property for which the special use has been requested. Compliance with this paragraph shall not be a requirement of proper legal notice and no hearing or action taken as a result of a hearing shall be invalid or illegal because of a failure to mail the notice provided for in this paragraph.
7. Decision.
- a. The Common Council will render its written decision within sixty (60) days of the close of the public hearing. The written decision will include all the reasons for granting or denying the permit, including specific reference to the standards found in Subsection (8) below and a record of the vote of the Common Council. The City Clerk will mail the written decision to the applicant.
 - b. A majority vote of the Common Council is necessary to permit or deny a special use. **[Ord. 6606, 2/5/2002, repeal of (c)]**
8. Standards for Approval of a Special Use. No application for a special use shall be granted by the Common Council unless it finds that all of the following conditions are present:
- a. That the establishment, maintenance or operation of the special use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare and will not otherwise conflict with the purpose and intent of this Subchapter.
 - b. That the use, value and enjoyment of other property in the surrounding area for permitted uses will not be substantially impaired or diminished by the establishment, maintenance or operation of the special use.
 - c. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for permitted uses in the Zoning District.
 - d. That adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.
 - e. That adequate measures have been or will be taken to provide ingress and egress as designated so as to minimize traffic congestion in the public streets.
 - f. That the special use will comply with all additional regulations imposed on it by the particular provision of this Subchapter authorizing such use. **[Ord. 6606, 2/5/2002]**
9. Regulations, Conditions and Restrictions. **[Ord. 6606, 2/5/2002]**
- a. In granting any special use, the Common Council shall have the authority to change the minimum or maximum requirements specified for such uses in the respective Zoning Districts and shall establish such regulations and impose such conditions and restrictions on the use as are reasonably necessary to secure compliance with the standards set forth in this section and subchapter. **[Ord. 6651, 1/7/2003]**
 - b. The regulations that are established and any conditions and restrictions that are imposed shall be expressly set forth in the resolution granting the special use and shall govern the development, use and occupancy of the property, subject to such other required permits and approvals, including, but not limited to site and architectural approvals under Section 12.13 of this Subchapter and a building permit under Chapter 13 of this Code.
10. Modifications. No alteration, extension or other modification of a special use shall be

permitted unless specifically approved by the Common Council. For the purpose of this section, the term "use" shall include buildings, structures and improvements located on the premises. Any application for an alteration, extension or other modification will be filed and processed as an original application under this section. Maintenance, repair or renovation of existing buildings, structures or improvements and alterations, extensions or other modifications of such buildings and structures which do not increase, intensify, expand or substantially change the character of the special use do not require approval by the Common Council. **[Ord. 6606, 2/5/2002]**

11. Limitation. **[Ord. 6606, 2/5/2002]**

- a. Any special use approved by the Common Council shall be construed to run with the land and benefit all future owners and occupants of the affected premises, unless the same shall lapse or be terminated as herein provided.
- b. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. If construction is underway or a building permit has been granted after one (1) year from the date of approval, the approval will expire if construction is not completed within 24 months of the granting of the special use permit. The Common Council may grant an extension of these time limitations without a public hearing by resolution reauthorizing the special use in accordance with the following criteria: **[Ord. O-2005-0004, 1/4/2005; Ord. O-2007-0033, 9/4/2007]**
 - i. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a two-hundred-fifty-dollars extension fee. The fee may be waived at the discretion of the Director of the Department of Development.
 - ii. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.
 - iii. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit.
 - iv. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.
- c. Any special use approved by the Common Council shall lapse and become null and void if the use has been abandoned or discontinued for a period of one (1) year.

12. Effect of Denial. No application for a special use which has been denied, wholly or in part, by the Common Council may be resubmitted for a period of one (1) year from the date of the last denial, except on the grounds of new information or changed conditions which are found to be of a material nature by the Common Council. Once the Common Council has determined that the information or changed condition is material, the applicant is entitled to a rehearing upon submission of one-half (1/2) of the filing fee for a new special use application. **[Ord. 6651, 1/7/2003]**

13. Termination of Special Use. The Common Council may terminate a special use after a public hearing is held before the Safety and Development Committee and a recommendation is given by the Committee to the Common Council, if any of the following determinations are made: **[Ord. 6606, 2/5/2002; Ord. O-2008-0027, 7/1/2008]**

- a. The special use has not continued in conformity with the conditions imposed in the approval or in any subsequent amendments to it.
- b. A change in the character of the surrounding area or in the special use itself

- has caused the special use to become incompatible with the surrounding uses.
 - c. The special use has had a demonstrably negative impact upon the surrounding area. **[Ord. 6651, 1/7/2003]**
 - d. Construction is not underway or the application has not been granted for a valid building permit after one (1) year of Common Council approval. If construction is underway or a building permit has been granted after one (1) year from the date of approval, the approval will expire if construction is not completed within twenty-four (24) months of the Common Council decision. **[Ord. O-2007-0033, 9/4/2007]**
 - e. The person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use. **[Ord. O-2010-0008, 9/20/2011]**
14. Appeals. Any person aggrieved by a decision of the Common Council on an application for special use permit may seek judicial review of the decision within 30 days after the filing of the written decision in the Clerk's office. **[Ord. 6278, amend, 12/17/1996; Ord. 6606, 2/5/2002; Ord. O-2019-0007, 3/19/2019]**

12.17 Home Occupations

1. Permit. No person shall engage in a home occupation without having first obtained an occupancy permit from the Building Inspector. The permit shall be issued if the occupation conforms to the provisions of this section. The permit shall not be transferable to another premises or person.
2. Standards. Home occupations shall conform to the following standards:
 - a. The principal use of the premises shall be for single-, two-family dwelling or residential condominium dwelling unit purposes. **[Ord. O-2010-0030, 9/7/2010]**
 - b. The occupation shall be carried on solely within either the main or an accessory building, and for single- and two-family applications it shall utilize no more than twenty-five percent (25%) of the gross floor area of any such building. For residential condominium dwelling units, the home occupation shall not exceed ten percent (10%) of the gross floor area of the residential condominium dwelling unit. **[Ord. O-2010-0030, 9/7/2010]**
 - c. No person who does not reside on the premises may be employed.
 - d. No internal or external structural alterations or special construction of any building is allowed. **[Ord. O-2010-0030, 9/7/2010]**
 - e. Services or sales conducted on the premises shall be by appointment only.
 - f. No goods, materials, parts, tools or other equipment shall be displayed, used or stored outside a building.
 - g. No equipment may be used which creates excessive dust, smoke, odor, noises, electrical disturbances or other conditions which are detrimental to the character, condition, value and enjoyment of other residential property in the neighborhood.
 - h. No excessive vehicular or pedestrian traffic shall be generated and no off-street parking demand created.
 - i. No vehicle will be used in connection with the occupation other than one owned by the permittee and which may be legally parked on the premises.
 - j. One nonilluminated sign not exceeding two (2) square feet in area to advertise the occupation carried on the premises shall be permitted. No other signage or advertising display of any kind on the premises shall be permitted.
 - k. No other local ordinance, provision or state statute or rule will be violated.
3. Permitted Occupations.
 - a. Art studios.
 - b. Computer programming.

- c. Dental laboratories.
- d. Drafting and graphic services.
- e. Dressmaking, sewing and tailoring.
- f. Family Day Care Home and Accessory Play Areas. The Permit, as required in paragraph (1), shall not be required when home is licensed by the State of Wisconsin, Department of Health and Social Services, although the operator shall register the business with the City. Paragraphs (2)(b), (c) and (f) shall not apply to this occupation. The Permit and Standards requirements of paragraphs (1) and (2) shall not apply to in-home child care for three (3) or fewer children. **[Ord. 6179, 8/15/1995]**
- g. Home Crafts.
- h. Music Lessons.
- i. Professional Offices.
- j. Sales Representatives - Office Only.
- k. Secretarial Services.
- l. Watch and Jewelry Repair.
- m. Other similar occupations with the approval of the City.
- 4. Prohibited Occupations. Any occupation not specifically permitted under this Section.
- 5. Violations. In addition to all other remedies provided by law, the Building Inspector may revoke a home occupation permit for any violation of this Section.

12.19 Off-Street Parking, Loading And Other Site Improvement Regulations

- 1. Intent. The intent of this Section is to provide and regulate accessory off-street parking and loading facilities to lessen traffic congestion, promote traffic safety, improve the aesthetics of the community, promote a clean, healthful environment and otherwise preserve and promote the public health, safety and general welfare and the intent and purposes of this Subchapter.
- 2. Applicability. All premises, excepting one and two (2) family uses, shall provide and maintain off-street parking and loading facilities for tenants, employees and patrons of the principal use or uses in accordance with this Section and as hereafter specified.
 - a. Existing Premises and Uses. Existing premises shall maintain off-street parking and loading facilities in accordance with applicable zoning requirements in effect when the premise was occupied. Existing off-street parking and loading facilities shall not be reduced to less than that required by this Section. The minimum construction and maintenance standards required in subsection (3) shall apply to all off-street parking and loading facilities.
 - b. New, Altered or Changed Premises and Uses. No premise shall be created, altered or changed to include new construction thereon or enlarging of an existing building or structure or changing the use thereon, whether partial or wholly, unless provision is made for off-street parking and loading facilities as provided in this section. In case of any structural alteration to or enlargement of an existing building or structure or a partial change of use, Subsections (7), Required Off-Street Parking Spaces, and (12), Required Off-Street Loading Spaces, shall apply only to such alteration, enlargement, extension or change of use.
- 3. Minimum Construction Standards. All off-street parking, loading facilities and other site improvements shall be constructed and maintained in accordance with the following minimum standards and subject to Plan Commission approval in accordance with Section 12.13 of the Revised Municipal Code: **[Ord. O-2004-0026, 5/18/2004]**
 - a. Surface. Designed, constructed and maintained with all-weather, hard, durable and dustless pavement of bituminous concrete or asphalt and shall be of sufficient strength to maintain the surface and support the normal load placed thereon. Plan Commission, in its review, may allow other surfaces to be used.
 - b. Drainage. Graded and drained to provide for the collection of stormwater on

site with proper discharge to available public storm sewer or retention area and to prevent runoff onto adjacent lots and right-of-way. Paved areas and other site areas may be sheet drained to public right-of-way if approved by the City Engineer.

- c. Any lighting used for illumination shall be so arranged as to not reflect, direct or splay lighting beyond the property lines.
 - d. Curbing. Curbing or other approved method shall be installed and shall be arranged so that no part of any motor vehicle, other vehicle or trailer shall extend beyond the lot line. Poured curbing, fencing, landscaping or other method shall be required where a parking lot and/or loading facility abuts a street, public right-of-way or building or as deemed appropriate by the Plan Commission. **[Ord. O-2010-0038, 11/16/2010]**
 - e. Refuse Areas. Enclosed to provide screening and containment of all refuse, waste and recyclables and containers for the same.
 - f. Landscaping. The developed property shall be landscaped to provide a visual enclosure and screening of site improvements from the City right-of-way and from adjacent properties to include, but not limited to, building foundations, paved parking and loading areas, permitted outdoor storage areas and utility boxes and structures where located on the ground, rooftop or other place.
 - g. Screening. All off-street parking and loading areas shall be effectively screened from any abutting lot(s) by a solid screen, landscaping, wall or fence as approved by the Plan Commission. **[Ord. O-2006-0078, 12/19/2006]**
 - h. Large paved parking and loading areas shall be divided into smaller areas of landscaped islands.
4. Driveway Permits. All off-street parking and/or loading facilities require a permit from the Board of Public Works to permit access to any improved or semi-improved street or alley in the City.
5. Site Plan Review and Approval by Plan Commission. No off-street parking or loading facility shall be established or constructed or existing facility or area expanded or altered without first having secured an approved site plan for the entire premise as provided for in this Subchapter and as prescribed in the regulations as set forth in this Section.
6. Plan Commission Design Criteria. In accordance with the procedures outlined in paragraph 12.13(4)(c) above, the Plan Commission may adopt design criteria to secure compliance with the construction and maintenance standards established in this Section.
7. Required Off-street Parking Spaces.
- a. Number. The minimum number of parking spaces required shall be in accordance with the following schedule:

Use	Required Off-Street Parking Spaces
(1) Auditoriums and Arenas	1 space for every one hundred (100) square feet of gross floor area.
(2) Car Washes [Ord. O-2004-0026, 5/18/2004]	Seven (7) vehicle stacking spaces for each wash bay.
(3) Car Washes Self Serve [Ord. O-2004-0026, 5/18/2004]	Seven (7) vehicle stacking spaces for each wash bay.
(4) Auto Repair and Service Stations	1 space for every one hundred fifty (150) square feet of gross floor area.
(5) Banks	1 space for every three hundred (300) square feet of gross floor area.
	Five (5) spaces for every lane plus such

(6) Bowling Alleys	additional spaces as may be required herein for affiliated uses.
(7) Business, Professional and Governmental Offices	1 space for every three hundred (300) square feet of gross floor area.
(8) Clinic or Outpatient facilities	1 space for every three hundred (300) square feet of gross floor area.
(9) Colleges and Universities	1 space for every three hundred (300) square feet of gross floor area.
(10) Community Based Residential Facilities (CBRF)	1 space for every bedroom.
(11) Community Centers, Senior Centers	1 space for every three hundred (300) square feet of gross floor area.
(12) Convalescent, Nursing Homes, Orphanages, Specialty Care Hospitals and other Specialized Health Care Facilities	1 space for every 1.5 beds plus meet the individual requirements for associated uses such as clinics, hospitals, auditoriums, etc., found therein.
(13) Churches	1 space for every one hundred (100) square feet gross floor area.
(14) Dance Halls, Skating Rinks, etc.	1 space for every one hundred (100) square feet gross floor area.
(15) Day Care Centers	1 space for every three hundred (300) square feet of gross floor area.
(16) Drive-in Restaurant Facilities	Minimum fifty (50) spaces plus 1 space for every one hundred fifty (150) square feet of gross floor area.
(17) Elementary Schools	1 space per classroom plus 1 space per three hundred (300) feet gross floor area of administrative and support areas.
(18) Funeral Establishments	1 space for every one hundred fifty (150) square feet of gross floor area.
(19) Hospitals	1 space for every 2.5 beds plus meet the individual requirements for associated uses.
(20) Hotels, Motels, Bed and Breakfast, Tourist Rooming House, and Rooming Houses	1 space per lodging room plus additional spaces calculated for each class of use.
(21) Housing Projects for the Elderly	1 space for every two (2) dwelling units.
(22) Libraries and Museums	1 space for every eight hundred (800) square feet of gross floor area.
(23) Manufacturing and Industrial	1 space for every one thousand five hundred (1,500) square feet of gross floor area.
(24) Meeting Halls	1 space for every one hundred (100) square feet of gross floor area.

(25) Middle and Senior High Schools	1.5 spaces per classroom, plus such additional spaces to be calculated on the basis of the actual use of the floor area and the actual site.
(26) Mixed Uses	Spaces calculated for each class of use.
(27) Motor Freight Trailer Storage	1 space for every five thousand (5,000) square feet of storage/parking area.
(28) Multi-family Housing	1-1/2 spaces for each 0-1 bedroom unit; two (2) spaces for each two (2) bedroom unit; two and one-half (2-1/2) spaces for each three (3) bedroom unit; one-half (1/2) space for each bedroom over three (3).
(29) Nursery School	1 space for every three hundred (300) square feet of gross floor area.
(30) Outdoor Storage	1 space for every five thousand (5,000) square feet of gross area.
(31) Outdoor Display and Sales	1 space for every five hundred (500) square feet of gross area.
(32) Physical Culture and Health Services	1 space for every one hundred fifty (150) square feet of gross floor area.
(33) Planned Unit Developments	Spaces required shall be determined based upon the types of uses planned as approved by the Plan Commission.
(34) Private Clubs and Lodges	1 space for each three hundred (300) square feet of gross floor area.
(35) Public Self-Storage Center	Spaces equal in number to one percent (1%) of the number of enclosed storage units plus additional spaces for office and residential uses.
(36) Public Utilities	1 space for each three hundred (300) square feet of gross floor area.
(37) Restaurants, Night Clubs, Taverns, etc.	1 space for every one hundred fifty (150) square feet of gross floor area.
(38) Retail Stores and Service Establishments	1 space for every three hundred (300) square feet of gross floor area plus additional spaces as necessary for outdoor display areas.
(39) Transportation Facilities - Commercial; Vehicle Storage and/or Parking	1 space for every one thousand (1,000) square feet of vehicle storage space.
(40) Theaters	1 space for every one hundred (100) square feet of gross floor area
(41) TV and Radio Stations	1 space for every three hundred (300) square feet of gross floor area
	1 space for every two hundred fifty (250)

(42) Transit Stations	square feet of gross floor area for offices and waiting areas.
(43) Stadiums	1 space for every three (3) seats.
(44) Warehouses	1 space for every one thousand five hundred (1,500) square feet of gross floor area.
(45) Other Uses	Parking spaces for other permitted or special uses not listed herein shall be provided in accordance with requirements designated by the Plan Commission.

b. Computation.

- i. Gross Floor Area. For purposes of determining the number of required parking spaces, "Gross Floor Area," shall be the gross floor area less any floor area devoted primarily to parking areas. Basement space shall not be included in "Gross Floor Area," unless used for retail, office or similar use.
- ii. Size. In computing the number of parking spaces required, each parking space shall be an area of not less than three hundred (300) square feet for standing and maneuvering.
- iii. Fractional Space. Determination. When application of the regulations for determining required off-street parking spaces results in a requirement of a fractional space, any fraction up to and including one-half (1/2) shall be disregarded and fractions over one-half (1/2) shall count as one additional parking space.
- iv. Uses. The number of spaces shall be calculated on the basis of the actual use of the floor area and/or site.

c. Types of Vehicle.

- i. Residential uses. Private passenger automobiles and non-commercial trucks having a maximum gross weight of not more than six thousand (6,000) pounds.

8. Location of Parking Spaces.

- a. All required parking spaces shall be located on the same premises as the principal use served except:
 - i. Multiple family dwellings. On the premises or on a lot or lots located within four hundred (400) feet of the premises owned by or under the control of the owner of the premises. Such lots shall be appropriately zoned for parking use.
 - ii. Commercial or manufacturing. On the premises or on a lot or lots located within eight hundred (800) feet of the premises and owned by or under the control of the owner of the premises. Such lots shall be appropriately zoned for parking use.
 - iii. Credit shall be given for public off-street parking spaces located within two hundred (200) feet of any premises in the C-1 Central Business District; provided, however, that the credit will be given only for uses listed in paragraphs (7), (26), (37) and (38) of the schedule set forth in Subsection (7) above.
- b. Parking spaces accessory to commercial or manufacturing uses may be located in required front yard areas, provided that a planting area at least five (5) feet in width be provided along any adjacent street.
- c. Special use approval is required for the use of any parking spaces located on lots in Districts zoned for residential use under this Subchapter.

9. Joint Use of Parking Spaces.

- a. Required parking spaces serving two (2) or more premises may be located on the same lot or lots in the same structure, provided that the total number of parking spaces furnished shall not be less than the sum of the separate requirements for each use.
 - b. The joint use of parking spaces is authorized in the following situations:
 - i. Up to fifty percent (50%) of the parking spaces required by this Section for a theater, bowling alley, dance hall, bar or restaurant may be supplied by the off-street parking spaces provided by certain other types of buildings or uses specified under Subparagraph (iv) below.
 - ii. Up to fifty percent (50%) of the off-street parking spaces required by this section for any use specified under Subparagraph (iv) below may be supplied by the parking spaces provided by uses specified under Subparagraph (v) below.
 - iii. Up to one hundred percent (100%) of the parking spaces required by this Section for a church or for an auditorium incidental to a public or parochial school may be supplied by the parking spaces provided by uses specified under Subparagraph (iv) below.
 - iv. For the purposes of this section, the following uses are considered as primarily daytime uses: banks, business offices, retail stores, personal service shops, household equipment or furniture shops, clothing or shoe repair or service shops, manufacturing or wholesale buildings and similar uses.
 - v. For the purpose of this section, the following uses are considered as primarily nighttime or Sunday uses: auditoriums incidental to a public or parochial school, churches, bowling alleys, dance halls, theaters, bars or restaurants.
 - c. Conditions required for joint use.
 - i. All parking spaces will be located within eight hundred (800) feet of the premises served.
 - ii. There is no substantial conflict in the principal operating hours of the two (2) uses for which joint use of required off-street parking spaces is proposed.
 - iii. Special use approval is required for the joint use of any parking spaces located in a Residential Zoning District.
10. Legal Documentation. Parking Spaces. A properly drawn legal instrument, duly approved as to form and manner of execution by the City Attorney, shall be recorded in the Register of Deeds Office in Milwaukee County and a copy filed with the Building Inspector to reserve and maintain joint off-street parking spaces for the benefit of the principal uses served in the case of joint use of spaces or when any required parking spaces are otherwise not located on the same premises as the principal use served. Any such instrument will grant to the Building Inspector the right to enforce the restrictions at law or in equity against anyone who has or acquires an interest in the lands involved.
11. Handicapped Parking Spaces. The owner or lessee of any public building or place of employment and the owner or lessee of any parking facility which offers parking to the public shall reserve parking spaces for use by a motor vehicle used by a physically disabled person, in accordance with the provisions of Sec. 346.503 of the Wisconsin Statutes, and any administrative rules adopted as provided therein. **[Ord. O-2006-0078, 12/19/2006, repeal of (12) and (13)]**

12.18 Rummage Sale

The occasional sale of personal property at a residence conducted by one or more families in a neighborhood. Rummage sales do not exceed four (4) consecutive days in length and are not conducted more often than three (3) times per year. Rummage sales do not involve the resale of merchandise acquired for that purpose. Rummage sales are also known as "garage sales."

12.20 Off-Street Parking Regulations For Single- And Two-Family Dwellings

1. Applicability. This section shall apply to all single- and two-family dwellings. No single or two-family dwellings shall hereafter be erected, expanded or structurally altered unless the requirements of this section, as applied to the entire dwelling, are complied with.
2. Schedule. Two (2) spaces minimum plus one additional space for each bedroom over three (3).
3. Types of vehicles. **[Ord. O-2008-0044, 10/21/2008]**
 - a. Private passenger vehicles and residentially used trailers, open or enclosed, are permitted and must be on paved surfaces.
 - b. No more than one of the following types of commercial vehicles or commercial vehicle attachments are permitted per property and must be on paved surfaces (also see Section 12.17 of the RMC regarding home occupancy vehicle and business use restrictions):
 - i. A car, minivan or sport utility vehicle (SUV);
 - ii. A pickup truck (excluding flatbeds and tow trucks) with no more than two (2) axles and four (4) wheels;
 - iii. A van, defined as a smaller [not to exceed twenty-one (21) feet in length], one-piece, boxlike vehicle that resembles a panel truck, often has double doors both at the rear and along the curb side, and that has an enclosed space to transport cargo or passengers, or is equipped with living quarters for traveling and camping; with no more than two (2) axles and four (4) wheels;
 - iv. A trailer, defined as an enclosed nonmotorized vehicle designed to be pulled by an automobile or truck, and not to exceed twelve (12) feet in length; or
 - v. Snow plows attached to a vehicle between the dates of November 1 and May 1.
 - vi. A tow truck or a flatbed hauler truck (maximum single vehicle capacity) when the operator is on-call and is a City towing contractor in accordance with Section 4.25 of the Municipal Code. When parked in a residential district the tow truck and/or flatbed hauler vehicle shall be kept empty (without vehicle in tow). **[Ord. O-2011-0081, 11/15/2011]**
 - c. The following restrictions shall be placed on off-street parking of vehicles and vehicle attachments:
 - i. Pickup trucks, vans, or trailers are permitted to have a rooftop rack.
 - ii. Vehicles or vehicle attachments may not contain visible bulk refuse, construction waste, garbage, hazardous waste, infectious waste, refuse, rubbish, or solid waste, as defined in Section 7.05(1).
 - iii. Loading and/or unloading of materials onto and/or off of commercial vehicles shall not be permitted.
 - iv. Commercial vehicles or vehicle attachments shall not be parked in the required front yard setback as stated in each residential zoning district.
 - d. This section shall not prohibit the temporary parking of commercial vehicles while they are being used to perform a service or make deliveries at the location where parked.
4. Location. All required parking spaces shall be located on the premises. Unenclosed parking spaces are permitted on paved driveways of not less than eight and one-half (8

1/2) feet in width in front, side and rear yards as follows:

- a. Front yard parking.
 - i. Dwelling with attached garage. On a paved driveway or surface which is located in the area between the front of the attached garage and the front lot line and which does not exceed the width of the garage.
 - ii. Dwelling without attached garage. On a paved driveway of not less than eight and one-half (8.5) feet in width, which does not encroach in an area extending the full width of the lot between the line established by the front of the dwelling and the front lot line. Any such driveway shall have street access. **[Ord. 6202, 11/21/1995]**
 - iii. For front yard parking only one driveway per dwelling is permitted.
 - b. Side and rear yard parking. On a paved driveway which is connected to a street or alley.
5. Drainage. Parking areas shall be graded and drained to prevent run off onto adjacent properties in accordance with requirements of the Code Enforcement Department.
6. Surface. Parking areas shall be designed, constructed and maintained with all-weather durable and dustless pavements of bituminous concrete or asphalt and shall be of sufficient strength to maintain the surface and support the normal load placed thereon.

12.21 Residential Radio And Television Antennas

1. Applicability. This Section applies to all residential radio antennas, including AM-FM, amateur ("ham") and citizens band radio transmission and receiving apparatus; and, all residential television antennas except satellite dish receptors used for private, non-commercial purposes in Residence Districts regulated under this Ordinance. For the purposes of this Subchapter, only one exterior antenna of each type will be permitted on a single residence property.
2. Zoning Requirements. Construction and/or installation of residential antennas is permitted in all Residence Districts if the following requirements are met:
 - a. Antennas and support structures erected under this Section shall conform to all setback requirements of the Residence District in which it is located.
 - b. The height of any radio or television antenna, except amateur service (ham) radio antennas, located in a Residence District, is governed by the following height restrictions. The maximum height of an antenna (including base) under this Section is the following:
 - i. If ground-mounted, thirty-five (35) feet.
 - ii. If roof-mounted, six (6) feet higher than the roof of the main building on the lot.
 - c. The height of any amateur service (ham) radio antenna located in a Residence District is governed by the following height restrictions. The maximum height of an antenna (including base) under this Section is the following:
 - i. If ground-mounted; sixty (60) feet.
 - ii. If roof-mounted with horizontal components, fifteen (15) feet higher than the main building on the lot.
 - iii. If roof mounted with only vertical components, thirty-five (35) feet higher than the main building on the lot.
 - d. No antenna or any part of its support structure may be constructed in the front yard of any lot or, in the case of a corner lot, in a yard facing a street.

12.22 Satellite Dishes

1. Applicability.
 - a. This Section applies to all satellite dish receptors used for private, non-commercial purposes in any Residence District regulated under this Ordinance.

- b. All satellite dish receptors shall be considered structures and subject to the provisions below and to the review of the Building Inspector. The owner or occupant of the lot must obtain a building permit from the Building Inspector.
- 2. Zoning Regulations. Construction and/or installation of satellite dish receptors is permitted in all Residence Districts if the following requirements are met:
 - a. Satellite dish receptors constructed and/or installed under this Section must meet all the setback requirements of the Residence District in which it is located.
 - b. The height of any satellite dish receptor constructed and/or erected in any Residence District is subject to the following height restrictions. The maximum height of a satellite dish receptor under this Section is the following:
 - i. If ground-mounted, fifteen (15) feet.
 - ii. If roof-mounted, no more than six (6) feet above the roof of the main building on the lot.
 - c. No satellite dish receptor may be installed and/or constructed in the front yard of any lot or, in the case of a corner lot, in a yard facing a street.
 - d. If a usable satellite signal can be received in the rear yard and all setback requirements can be met, the satellite dish receptor must be placed in the rear yard.
 - e. If the satellite dish receptor cannot receive a usable satellite signal in the rear yard, but can receive such a signal in a side yard facing a street, the satellite dish receptor must be placed in the side yard.
 - f. If the satellite dish receptor cannot receive a usable satellite signal from either rear or side yards, it must be placed on the roof of the main building or accessory building on the lot. Attachment to the roof shall be subject to engineering calculations being prepared by a registered professional engineer certifying that the proposed installation is structurally sound.
 - g. No advertising can be present on any satellite dish receptor constructed/installed under this Section.

12.23 Commercial Radio And Television Antennas And Satellite Dish Receptors

These structures are all considered special uses in the several Commercial and Manufacturing Districts and are, therefore, subject to the approval process cited in this Subchapter.

12.24 Wind Energy Systems

- 1. Definitions.
 - a. Tower. The monopole, freestanding, or guyed structure that supports a wind generator.
 - b. Wind Generator. Blades and associated mechanical and electrical conversion components mounted on top of the tower of a wind energy system.
 - 2. Application. Applicants for the erection of a wind energy conversion system shall complete a planning application form. The fee that applies shall be either the Level 1, 2 or 3 site landscaping architectural review fee that can be found in Section 12.13(17). The application shall be accompanied with six (6) scaled site plans for the property to be served showing the location of the wind energy system, distance to property lines, overhead utility lines and the public right-of-way and the means by which the facility will provide power to structures. If the system is intended to provide power to more than one (1) premises, the site plan shall show all properties to be served and the means of connection to the wind energy system. A copy of all agreements with system users off the premises shall accompany the application. The application shall further indicate the level of noise to be generated by the system. Energy easements shall accompany the application.
- The Department of Development shall be responsible to inform all abutting property owners of the proposed wind energy system. All property owners shall be informed

within ten (10) days of receiving a completed application including appropriate fees, site plans and easement information.

3. Standards. Construction and/or installation of wind energy systems shall be a permitted use in all districts if the following requirements are met.

a. Setbacks.

- i. If ground-mounted. A wind tower for a wind energy system shall be setback a minimum distance of one and zero-tenths (1.0) times its total height, as measured from the base walking surface to the tip of a wind generator blade when the tip is at its highest point, from the following:

- (1) Any public road, alley and/or public right-of-way;
- (2) Any overhead utility lines not directly serving the premises;
- and,
- (3) Any property lines.

- ii. If roof-mounted. A wind tower for a wind energy system shall be setback a minimum of one and zero-tenths (1.0) times its height, as measured from the base to the tip of a wind generator blade when the tip is at its highest point (measured from where the base meets the roof), from the following:

- (1) Any public road right-of-way;
- (2) Any overhead utility lines not directly serving the premises;
- and,
- (3) All property lines.

b. Access.

- i. All ground-mounted electrical and control equipment shall be secured to prevent unauthorized access.
- ii. The tower shall be designed and installed so as to not provide step bolts or a ladder readily accessible for a minimum height of eight (8) feet above the ground.

c. Height.

- i. If ground-mounted; minimum. The height of the lowest part of the blade of a wind energy system shall be a minimum of eight (8) feet from the grade (base walking surface) at the base of the wind energy system.
- ii. If roof-mounted; minimum. The height of the lowest part of the blade of a wind energy system shall be a minimum of eight (8) feet from the base of the wind energy system (measured from where the base meets the roof).

d. Sound. A maximum of fifty (50)dB(A) as measured from the property lines. If ambient sound is greater than fifty (50) dB(A) at the property lines, then the sound produced from the wind energy system shall be no greater than five (5) dB(A) above the ambient sound level.

e. Electrical Wires. All electrical wires associated with a wind energy system, other than wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires shall be located underground.

f. Lighting. A wind tower and generator shall not be artificially lighted unless the Federal Aviation Administration requires such lighting.

g. Appearance, Color, and Finish. The wind generator and tower shall remain painted or finished the color that was originally applied by the manufacturer.

h. Signs. All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, tower, building, or other structure associated with a wind energy system visible from any public road shall be prohibited.

i. Code Compliance. A wind energy system including tower shall comply with all applicable state and local building and electrical codes.

- j. Automatic Over-Speed Controls. All wind energy systems shall be equipped with automatic over-speed controls to limit the blade rotation speed to within the design limits of the wind energy system.
 - k. Lightning Arresters. All wind energy systems shall have lightning arresters installed and properly grounded.
 - l. Electromagnetic Interference. Wind energy system generators and alternators shall be filtered and/or shielded so as to prevent the emission of radio-frequency energy that would cause any harmful interference with radio and/or television broadcasting or reception. In the event that harmful interference is caused subsequent to the granting of the building permit, the operator of the wind energy conversion system shall promptly take steps to eliminate the harmful interference in accordance with Federal Communications Commission regulations.
 - m. Utility Notification and Interconnection. Wind energy systems that connect to the electric utility shall comply with the Public Service Commission of Wisconsin's Rule 119, "Rules for Interconnecting Distributed Generation Facilities."
4. Abandonment.
- a. A wind energy system that is out-of-service for a continuous two-year period will be deemed to have been abandoned. The Building Inspector may issue a notice of abandonment to the owner of a wind energy system that is deemed to have been abandoned. The owner shall have the right to respond to the notice of abandonment within 30 days from notice receipt date. The Building Inspector shall withdraw the notice of abandonment and notify the owner that the notice has been withdrawn if the owner provides information that demonstrates the wind energy system has not been abandoned.
 - b. If the wind energy system is determined to be abandoned, the owner of a wind energy system shall remove the wind energy system at the owner's sole expense within 30 days of receipt of notice of abandonment. If the owner fails to remove the wind energy system, the Building Inspector may pursue a legal action to have the wind energy system removed.
5. Violations. It is unlawful for any person to construct, install, or operate or fail to remove a wind energy system that is not in compliance with this ordinance or with any condition contained in a building permit issued pursuant to this ordinance.
6. Penalties. Any person, firm, corporation, or other entity convicted of a violation of this section shall, for each offense, forfeit not less than twenty-five dollars (\$25.) nor more than five hundred dollars (\$500.), together with the costs of prosecution: and in default of payment of such forfeiture and costs, by imprisonment in the Milwaukee County House of Correction until payment of the forfeiture and costs, but not in excess of the number of days set forth in section 800.095(4) of the Wisconsin Statutes.

[Ord. No. O-2008-0056, 2/3/2009]

Zoning District Regulations

12.30 RE Residential Estate District

The RE Residential Estate District is intended to provide areas for single-family residences in portions of the City characterized by the largest parcels of land. In the RE District, the following regulations and restrictions will apply.

- 1. Permitted Uses.
 - a. Single-family dwellings.
 - b. Public utility service structures not larger than six (6) feet tall and twenty-five (25) square feet in surface area, conditioned upon the following: **[Ord. O-2008-0006, 2/5/2008]**

- i. Site, landscaping and screening, and architectural review of the public utility service structure and the immediate area surrounding the structure, by the Department of Development staff. Public utility service structures shall be effectively screened from any abutting lot(s) and City right-of-way by landscaping or other means, as necessary, as approved by the Department of Development staff.
 - (1) If the staff and applicant are unable to come to an agreement on the proposed location and screening, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than twenty (20) days before the next regularly scheduled Plan Commission meeting. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
 - ii. Public utility service structures shall not be located within any front yard or corner side yard on private property.
 - c. Tourist Rooming House
- 2. Site Area and Accessory Building Area. **[Ord. O-2006-0013, 4/4/2006]**
 - a. The total combined building coverage of the allowed main building, private garage(s), and accessory building(s) shall occupy no more than forty percent (40%) of the lot area of an interior lot or forty-five percent (45%) of the lot area of a corner lot.
 - b. One (1) private attached garage per dwelling unit or one (1) private detached garage per lot is permitted. **[Ord. O-2014-0036, 6/17/2014]**
 - c. One (1) storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - d. One (1) residential accessory building other than a private garage or storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - e. There shall be a minimum of one (1) foot between detached accessory structures, and they shall not be physically connected. **[Ord. O-2014-0036, 6/17/2014]**
- 3. Lot Area Per Dwelling. The minimum lot area per dwelling will not be less than fifteen thousand (15,000) square feet.
- 4. Lot Width. The minimum lot width will not be less than one hundred (100) feet.
- 5. Front Yard. Every lot will have a front yard of not less than sixty (60) feet in depth. Overhanging eaves may encroach into the front yard to a maximum of three (3) feet.
- 6. Side Yard. Every lot shall have two (2) side yards, the east and south of which will be at least twenty (20) feet in width and the north and west of which will be at least twenty (20) feet in width. In the case where a side yard adjoins a street, it will be at least sixty (60) feet in width. Overhanging roof eaves projecting not more than three (3) feet will not be considered as obstructions.
- 7. Rear Yard. Every lot will have a rear yard of not less than thirty-five (35) feet.
- 8. Height. Main buildings on a lot will not exceed thirty-five (35) feet in height.

12.31 RA-1 Residence District

The RA-1 Single Family Residence District is intended to provide areas for single-family residences in portions of the City characterized by larger parcels of land. In the RA-1 District, the following regulations and restrictions will apply:

- 1. Permitted Uses.
 - a. Single-family dwellings.
 - b. Public utility service structures not larger than six (6) feet tall and twenty-five (25) square feet in surface area, conditioned upon the following: **[Ord. O-2008-0006, 2/5/2008; Ord. O-2008-0031, 7/1/2008]**
 - i. Site, landscaping and screening, and architectural review of the public

utility service structure and the immediate area surrounding the structure, by the Department of Development staff. Public utility service structures shall be effectively screened from any abutting lot(s) and City right-of-way by landscaping or other means, as necessary, as approved by the Department of Development staff.

(1) If the staff and applicant are unable to come to an agreement on the proposed location and screening, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than 20 days before the next regularly scheduled Plan Commission meeting. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with Development Review fees in Chapter 12 of the Revised Municipal Code.

ii. Public utility service structures shall not be located within any front yard or corner side yard on private property.

c. Tourist Rooming House.

2. Transitional Uses. The following uses are permitted as transitional uses when established on a lot which has a side lot line adjacent to or separated by an alley from a lot in a Commercial or Manufacturing District; provided, that this lot does not extend more than seventy (70) feet from the boundary of the commercial or manufacturing district. If the Common Council issues a permit, this seventy (70) foot restriction may be extended to the width of one (1) additional lot which shares a side lot line with a lot having a transitional use. In issuing this permit to extend the transitional area, the Common Council will conduct a public hearing after a notice of the hearing has been published in the official City newspaper once each week for two (2) successive weeks with seven (7) days expiring after the last publication. The permit will be issued only after the Common Council has determined that the use will not adversely affect the public health, safety and welfare. The following shall be considered transitional uses in the RA-1 Zoning District.

- a. Two (2) family detached dwellings, provided that there is at least two thousand five hundred (2,500) square feet of lot area for each dwelling unit.
- b. Parking lots, conforming with the provisions of this Subchapter, and accessory to a business or commercial use located within three hundred (300) feet, but not a parking lot operated as a separate commercial enterprise.

3. Special Uses.

- a. Public and private educational institutions, provided any principal building is located thirty (30) feet or more from any other lot in the Residence District and specifically including the following:
 - i. Elementary schools.
 - ii. Junior and senior high schools.
 - iii. Vocational and/or trade schools.
 - iv. Colleges and Universities.
- b. Public school buildings used by the School Board for storage of educational materials, in-service training of teachers and staff, school administration offices or any other similar related educational purpose, including offices for State educational agencies providing services for local School Districts, when any such building is not used by the School Board for educational purposes.
- c. Religious institutions located twenty (20) feet or more from any other lot in the Residence District, specifically including the following:
 - i. Churches, chapels, temples of worship and synagogues.
 - ii. Seminaries, monasteries and religious retreat centers.
 - iii. Rectories, convents and parish houses.
- d. Public recreation and social facilities, provided any principal building is located thirty (30) feet or more from any other lot in the Residence District.

- e. Public utility service structures larger than six (6) feet tall and twenty-five (25) square feet in surface area (excluding antenna towers for radio, TV and television, and telephone transmission), electric substations, water pumping stations and other similar uses. **[Ord. O-2008-0006, 2/5/2008]**
 - f. Homes for the aged and nursing, rest or convalescent homes which are not intended to serve as treatment centers for contagious diseases or for drug or alcohol abuse.
 - g. Day care centers and senior day care centers licensed under the provisions of the Wisconsin Statutes.
 - h. Community housing for the elderly in which communal dining and recreation facilities are provided. Elderly is defined as those persons who are sixty-two (62) years old or older and occupants of said housing.
 - i. Bed and breakfast
4. Site Area and Accessory Building Area. **[Ord. O-2006-0013, 4/4/2006]**
- a. The total combined building coverage of the allowed main building, private garage(s), and accessory building(s) shall occupy no more than forty percent (40%) of the lot area of an interior lot or forty-five percent (45%) of the lot area of a corner lot.
 - b. One (1) private attached garage per dwelling unit or one (1) private detached garage per lot is permitted. **[Ord. O-2014-0036, 6/17/2014]**
 - c. One (1) storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - d. One (1) residential accessory building other than a private garage or storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - e. There shall be a minimum of one (1) foot between detached accessory structures, and they shall not be physically connected. **[Ord. O-2014-0036, 6/17/2014]**
5. Lot Area Per Dwelling. Except as may be provided elsewhere for a specific permitted or special use, the minimum lot area per dwelling will not be less than ten thousand (10,000) square feet.
6. Lot Width. Except as may be provided elsewhere for a specific permitted or special use, the minimum lot width will not be less than seventy-five (75) feet.
7. Front Yard. Every lot will have a front yard not less than thirty (30) feet in depth. Overhanging eaves may encroach into the front yard to a maximum of three (3) feet.
8. Side Yards. Every lot shall have two (2) side yards, the east and south of which will be at least twelve (12) feet in width and the north and west of which will be at least eight (8) feet in width. In the case where a side yard adjoins a street, it will be at least thirty (30) feet in width. Overhanging roof eaves projecting not more than three (3) feet will not be considered as obstructions.
9. Rear Yard. Every lot will have a rear yard of not less than thirty (30) feet, except in the case of a corner lot where the rear yard will not be less than twenty-five (25) feet.
10. Height. Main buildings on a lot will not exceed thirty-five (35) feet in height.

12.32 RA-2 Residence District

The RA-2 Single-Family Residence District is primarily intended to accommodate existing single family neighborhoods which are characterized by smaller lots than are required in the RA-1 District. The following provisions, regulations and restrictions will apply within this Zoning District:

- 1. Permitted Uses. Those uses permitted in the RA-1 Residence District.
- 2. Transitional Uses. Any transitional use permitted in the RA-1 Residence District.
- 3. Special Uses. Those special uses permitted in the RA-1 Residence District.
- 4. Site Area and Accessory Building Area. **[Ord. O-2006-0013, 4/4/2006]**
 - a. The total combined building coverage of the allowed main building, private garage(s), and accessory building(s) shall occupy no more than forty percent (40%) of the lot area of an interior lot or forty-five percent (45%) of the lot

- area of a corner lot.
- b. One (1) private attached garage per dwelling unit or one (1) private detached garage per lot is permitted. **[Ord. O-2014-0036, 6/17/2014]**
- c. One (1) storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
- d. One (1) residential accessory building other than a private garage or storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
- e. There shall be a minimum of one (1) foot between detached accessory structures, and they shall not be physically connected. **[Ord. O-2014-0036, 6/17/2014]**
- 5. Lot Area Per Dwelling. Except as may be provided elsewhere for a specific permitted or special use, the minimum lot area per dwelling will not be less than seven thousand two hundred (7,200) square feet.
- 6. Lot Width. Except as may be provided elsewhere for a specific permitted or special use, the minimum lot width will not be less than sixty (60) feet.
- 7. Front Yards. Every lot will have a front yard not less than twenty-five (25) feet in depth. Overhanging roof eaves projecting not more than three (3) feet will not be considered as obstructions.
- 8. Side Yards. Every lot shall have two (2) side yards, the east and south of which will be at least ten (10) feet in width and the north and west of which will be at least five (5) feet in width. In the case where a side yard adjoins a street, it will be not less than twenty-five (25) feet in width. Overhanging roof eaves projecting not more than two (2) feet will not be considered as obstructions.
- 9. Rear Yard. Every lot will have a rear yard of not less than thirty (30) feet, except in the case of a corner lot where the rear yard will not be less than twenty-five (25) feet.
- 10. Height. Main buildings on a lot will not exceed thirty-five (35) feet in height.

12.33 RA-3 Residence District

The RA-3 Single-Family Residence District is primarily intended to accommodate single family neighborhoods which are characterized by smaller lots than those required in the RA-1 and RA-2 Districts. The following provisions, regulations and restrictions will apply in this Zoning District:

- 1. Permitted Uses. Those uses permitted in the RA-2 Residence District.
- 2. Transitional Uses. Any transitional use permitted in the RA-2 Residence District.
- 3. Special Uses. Those special uses permitted in the RA-2 Residence District.
- 4. Site Area and Accessory Building Area. **[Ord. O-2006-0013, 4/4/2006]**
 - a. The total combined building coverage of the allowed main building, private garage(s), and accessory building(s) shall occupy no more than forty percent (40%) of the lot area of an interior lot or forty-five percent (45%) of the lot area of a corner lot.
 - b. One (1) private attached garage per dwelling unit or one (1) private detached garage per lot is permitted. **[Ord. O-2014-0036, 6/17/2014]**
 - c. One (1) storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - d. One (1) residential accessory building other than a private garage or storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - e. There shall be a minimum of one (1) foot between detached accessory structures, and they shall not be physically connected. **[Ord. O-2014-0036, 6/17/2014]**
- 5. Lot Area Per Dwelling. Except as may be provided elsewhere for a specific permitted or special use, the minimum lot area per dwelling will not be less than five thousand (5,000) square feet.
- 6. Lot Width. Except as may be provided elsewhere for a specific permitted or special use, the minimum lot width will not be less than fifty (50) feet.
- 7. Front Yards. Every lot will have a front yard not less than twenty (20) feet in depth. Overhanging roof eaves projecting not more than three (3) feet will not be considered

as obstructions.

8. Side Yards. Every lot shall have two (2) side yards, the east and south of which will be not less than eight (8) feet in width and the north and west of which will be not less than four (4) feet in width. In the case where a side yard adjoins a street, it will be not less than twenty (20) feet in width. Overhanging roof eaves projecting not more than one (1) foot will not be considered as obstructions.
9. Rear Yard. Every lot will have a rear yard of not less than thirty (30) feet in depth, except in the case of a corner lot where the rear yard will not be less than twenty-five (25) feet.
10. Height. Main buildings on a lot will not exceed thirty-five (35) feet in height.

12.34 RA-4 Residence District

The RA-4 Single-Family Residence District is primarily intended to accommodate existing single family neighborhoods which are characterized by smaller lots than those required in the other single family Residence Zoning Districts. It is specifically intended for areas of the City designated as Class "A" under the preceding City Zoning Ordinance. It is intended that areas under this District will not be extended into other parts of the City. The following provisions, regulations and restrictions will apply in this Zoning District.

1. Permitted Uses. Those uses permitted in the RA-3 Residence District.
2. Special Uses. Those special uses permitted in the RA-3 Residence District.
3. Site Area and Accessory Building Area. **[Ord. O-2006-0013, 4/4/2006]**
 - a. The total combined building coverage of the allowed main building, private garage(s), and accessory building(s) shall occupy no more than forty percent (40%) of the lot area of an interior lot or forty-five percent (45%) of the lot area of a corner lot.
 - b. One (1) private attached garage per dwelling unit or one (1) private detached garage per lot is permitted. **[Ord. O-2014-0036, 6/17/2014]**
 - c. One (1) storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - d. One (1) residential accessory building other than a private garage or storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - e. There shall be a minimum of one (1) foot between detached accessory structures, and they shall not be physically connected. **[Ord. O-2014-0036, 6/17/2014]**
4. Lot Area Per Dwelling. The minimum lot area per dwelling will not be less than forty-eight hundred (4,800) square feet, except that single family dwellings may be erected on any lot in this Zoning District with a lot area of less than four thousand eight hundred (4,800) square feet if that lot was platted and recorded prior to the adoption of this Subchapter.
5. Lot Width. The minimum lot width will not be less than forty (40) feet, except that a single family dwelling in this Zoning District may have a width of less than forty (40) feet if that lot was platted and recorded prior to the adoption of this Subchapter.
6. Front Yard. Every lot will have a front yard not less than twenty (20) feet in depth; however, where any lots fronting on one side of a block are presently developed, or hereafter developed, and have front yards with depths of more than twenty (20) feet from the front lot line no main building hereafter erected or structurally altered shall project beyond the setback line so established. This Section will not be interpreted in any way so as to require a setback of more than forty (40) feet. Existing, unenclosed, covered porches may be reconstructed so as to extend into the required front yard, provided the reconstructed porch does not extend beyond the original porch limits; and, provided further, that no porch may be reconstructed within five (5) feet of the front lot line. Additionally, these existing open porches may be enclosed; provided, the enclosure of the porch above the guard rails and below the roof line are totally undertaken with windows or wire mesh screens and the porch may not be used for lodging purposes. Overhanging roof eaves projecting not more than three (3) feet will

not be considered as obstructions.

7. Side Yard. **[Ord. O-2003-0014, 2/18/2003]**

- a. Every lot shall have two (2) side yards, the east and south of which will be not less than seven (7) feet in width and the north and west of which will be not less than three (3) feet in width; provided, however, that any lot having a width of forty (40) feet or less, which was platted and recorded prior to the passage of this subchapter shall have no side yard less than three (3) feet in width.
 - b. In the case of a lot where the side yard adjoins a street, that side yard shall be at least the minimum width established by the existing main buildings on that side of the street or that width required in paragraph (a) above, whichever is greater. For lots platted and recorded prior to the passage of this subchapter which are forty (40) feet or less in width but thirty (30) feet or more in width, a main building and a detached accessory garage of twenty-four (24) feet are permitted, however, all other bulk requirements must be met.
 - c. Overhanging roof eaves projecting not more than one (1) foot will not be considered as obstructions.
8. Rear Yard. Every lot will have a rear yard with a depth not less than fifteen percent (15%) of the depth of the lot but not less than ten (10) feet.
9. Height. Main buildings on a lot will not exceed thirty-five (35) feet in height.

12.35 RB-1 Residence District

The RB-1 Residence District is intended to provide areas of the City which are substantially occupied by single and two (2) family dwelling units. It is designed to accommodate limited apartment dwellings while maintaining a lower density "owner-occupied" character.

1. Permitted Uses.

- a. Those uses permitted in the RA-4 Residence District.
 - b. Two (2) family dwellings.
2. Transitional Uses. The following are permitted as transitional uses when established on a lot, the side lot of which adjoins or as separated only by an alley from a lot in a Commercial or Manufacturing District; provided, that the lot on which the transitional use is located does not extend more than eighty (80) feet from the boundary of such Commercial or Manufacturing District: **[Ord. 6574, 6/5/2001]**
- a. Any transitional use permitted in the RA-3 District.
 - b. Multiple family dwellings, provided they meet the bulk requirements of the RC-1 Residence District.
3. Special Uses. Those special uses permitted in the RA-4 Residence District.
4. Site Area and Accessory Building Area. **[Ord. O-2006-0013, 4/4/2006]**
- a. The total combined building coverage of the allowed main building, private garage(s), and accessory building(s) shall occupy no more than forty percent (40%) of the lot area of an interior lot or forty-five percent (45%) of the lot area of a corner lot.
 - b. One (1) private attached garage per dwelling unit or one (1) private detached garage per lot is permitted. **[Ord. O-2014-0036, 6/17/2014]**
 - c. One (1) storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - d. One (1) residential accessory building other than a private garage or storage shed is permitted per lot. **[Ord. O-2014-0036, 6/17/2014]**
 - e. There shall be a minimum of one (1) foot between detached accessory structures, and they shall not be physically connected. **[Ord. O-2014-0036, 6/17/2014]**
5. Lot Area Per Dwelling Unit. There shall be a minimum of two thousand five hundred (2,500) square feet of lot area for each dwelling unit.
6. Lot Width. The lot width shall not be less than sixty (60) feet per dwelling unit.
7. Front Yard. Every lot shall have a front yard of not less than twenty (20) feet in depth.

Overhanging roof eaves projecting not more than two (2) feet will not be considered an obstruction. [Ord. O-2006-0013, 4/4/2006]

8. Side Yards. There shall be on every lot occupied by a one- or two-family dwelling, two (2) side yards, the east and south of which shall be at least eight (8) feet wide and the north and west of which shall be at least four (4) feet wide, except where a side yard adjoins a street, it shall be at least twenty (20) feet wide. Overhanging roof eaves projecting not more than two (2) feet will not be considered as obstructions. [Ord. O-2006-0013, 4/4/2006]
9. Rear Yard. Every lot shall have a rear yard of not less than thirty (30) feet in depth.
10. Height. Main buildings on a lot will not exceed thirty-five (35) feet in height.

12.36 RB-2 Residence District

The RB-2 Residence District is intended to provide areas in the City for single-family, two-family and limited multifamily residential uses.

1. Permitted Uses.
 - a. Those uses permitted in the RB-1 Residence District.
 - b. Multiple-family dwellings, containing not more than four (4) dwelling units.
 - c. Tourist Rooming House, conditioned upon the following:
 - i. The structure is a single or two-family residence, or a multi-family containing not more than 4 dwelling units.
2. Transitional Uses. Any transitional use permitted within the RB-1 Residence District.
3. Special Uses.
 - a. Those special uses permitted in the RB-1 Residence District.
 - b. Multifamily dwellings containing more than four (4) dwelling units.
4. Lot Area. The minimum lot area shall not be less than three thousand six hundred (3,600) square feet.
5. Lot Width. The minimum lot width shall not be less than thirty (30) feet.
6. Bulk Requirements.
 - a. Two (2) to four (4) Dwelling Units.

Lot Type	Square Feet per Dwelling Unit
Interior lot	1,800
Corner lot	1,500

- b. Five (5) or more Dwelling Units.

Bedroom Type	Square Feet per Dwelling Unit
0	1,000
1	1,500
2 or more	2,000

7. Lot Coverage.
 - a. Main Building, Private Garage(s) and Accessory Building(s).

Lot Type	Combined Coverage Area
Interior lot	40%
Corner lot	45%

- i. This shall not be interpreted to disallow one- and two-family buildings from

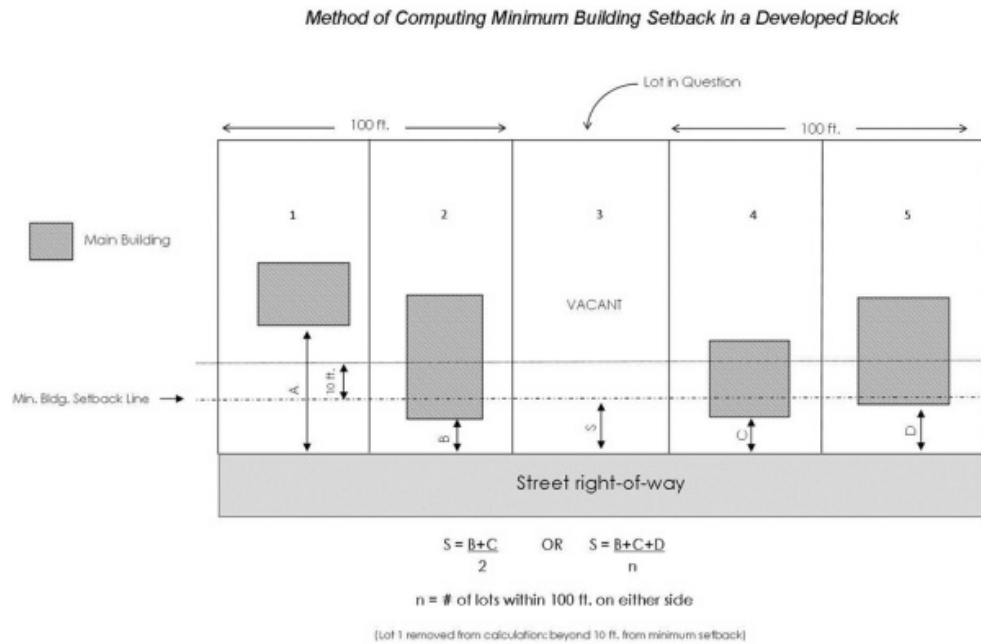
having a private garage of not more than four hundred eighty-four (484) square feet.

8. Accessory Buildings.

- a. One (1) attached private garage per dwelling unit or one (1) detached private garage per lot is permitted per lot.
- b. One (1) storage shed is permitted per lot.
- c. One (1) residential accessory structure is permitted per lot.
- d. There shall be a minimum of one (1) foot between detached accessory structures and they shall not be physically connected.

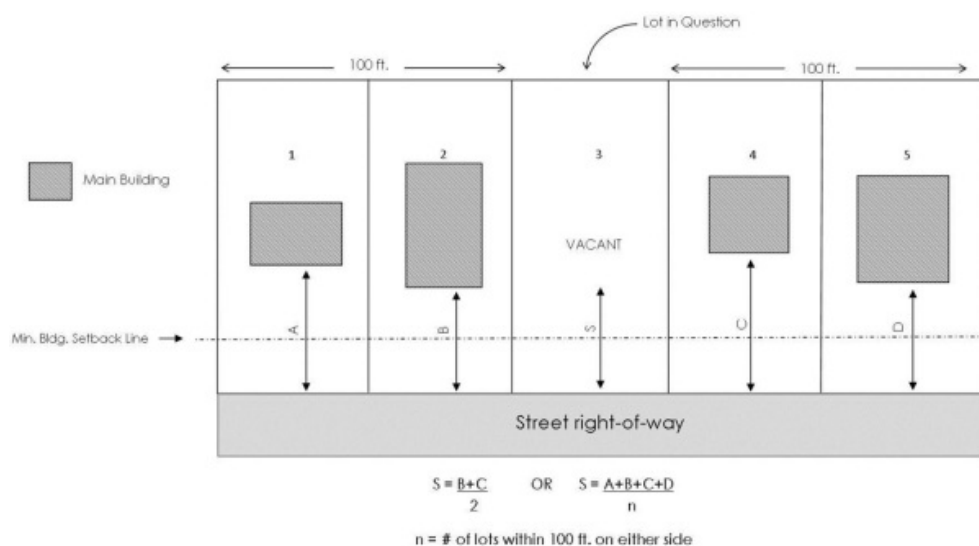
9. Front Yard. Every lot shall have a front yard not less than twenty (20) feet in depth; however:

- a. If the average front yard setback of existing buildings is less than the required minimum, then the minimum front yard setback may be the average of the existing front yard setbacks within that distance; or
 - i. Calculating the average. The average front yard setback shall be calculated based on existing buildings on either side of a lot or buildings on either side of a lot within a distance of one hundred (100) feet of the lot line of the proposed building; fronting on the same side of the same street in the same block; within the same zoning district; and, not more than ten (10) feet beyond the required minimum setback.



- b. If the average front yard setback of existing buildings is more than the required minimum, then the average shall be the minimum front yard setback.
 - i. Calculating the average. The average front yard setback shall be calculated based on existing buildings on either side of a lot or buildings on either side of a lot within a distance of one hundred (100) feet of the lot line of the proposed building; fronting on the same side of the same street in the same block; within the same zoning district. This section shall not be interpreted in any way so as to require a setback of more than forty (40) feet.

Method of Computing Minimum Building Setback in a Developed Block



10. Side Yard.

- a. Every lot shall have two (2) side yards.

Side Yard	Required Setback (feet)
East or south	Not less than 7
North or west	Not less than 3

- i. However, any lot having a width of forty (40) feet or less shall have no side yard less than three (3) feet in width.
- b. In the case of a lot where the side yard adjoins a street, that side yard shall be at least the minimum width established by the existing main buildings on that side of the street or that width required in 12.36(10)(a), whichever is greater.
11. Rear Yard. Every lot shall have a rear yard with a depth not less than fifteen percent (15%) of the depth of the lot, but not less than ten (10) feet.
12. Height. Main buildings on a lot shall not exceed thirty-five (35) feet in height.

[Ord. 6574, 6/5/2001; Ord. 6647, 12/17/2002; Ord. O-2003-0014, 2/18/2003; Ord. O-2006-0013, 4/4/2006; Ord. O-2007-0017, 6/5/2007; Ord. O-2014-0036, 6/17/2014]

12.37 RC-1 Residence District

The purpose of the RC-1 Residence District is to provide areas in the City for lower density multifamily development.

1. Permitted Uses. **[Ord. O-2003-0062, 9/2/2003]**

- a. Single- and two-family residence in accordance with the bulk requirements in RA-3 Residence District.
- b. Multifamily dwellings. [See Section 12.10(2) for other bulk requirements for accessory buildings.] **[Ord. O-2006-0013, 4/4/2006]**
- c. Public utility service structures not larger than six (6) feet tall and twenty-five (25) square feet in surface area, conditioned upon the following: **[Ord. O-2008-0006, 2/5/2008; Ord. O-2008-0031, 7/1/2008]**
- i. Site, landscaping and screening, and architectural review of the public

utility service structure and the immediate area surrounding the structure, by the Department of Development staff. Public utility service structures shall be effectively screened from any abutting lot(s) and City right-of-way by landscaping or other means, as necessary, as approved by the Department of Development staff; and

- (1) If the staff and applicant are unable to come to an agreement on the proposed location and screening, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than twenty (20) days before the next regularly scheduled Plan Commission meeting. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with Development Review fees in Chapter **12** of the Revised Municipal Code.
 - ii. Public utility service structures shall not be located within any front yard or corner side yard on private property.
 - d. Tourist Rooming House, conditioned upon the following:
 - i. The structure is a single or two-family residence, or a mixed-use or multifamily containing not more than 4 dwelling units.
 2. Transitional Uses. Those transitional uses permitted in the RA-1 Residence District.
 3. Special Uses.
 - a. Those special uses permitted in the RB-1 Residence District.
 - b. Boarding and rooming houses.
 - c. Libraries, museums and public art galleries.
 - d. Private, non-profit clubs and lodges, social or recreational buildings located twenty (20) feet or more from any other lot in a Residence District.
 - e. Hospitals.
 - f. Mixed uses.
 - g. The following uses are special uses requiring Common Council approval. The bulk requirements for special use will be established by the Common Council.
- [Ord. O-2006-0013, 4/4/2006]**
4. Floor Area Ratio. The floor area ratio on a lot in the RC-1 Residence District shall not exceed 1.2.
5. Land Area Per Dwelling Unit. For multi-family dwellings, there will be provided a minimum of two thousand (2,000) square feet of land area for each dwelling unit of two (2) bedrooms or more; one thousand five hundred (1,500) square feet of land area for each dwelling unit with one bedroom; and, one thousand (1,000) square feet of land area for each dwelling unit with no bedrooms. For single-family dwellings, except as may be provided elsewhere for a specific permitted or special use, the minimum lot area per dwelling will not be less than five thousand (5,000) square feet.
6. Front Yard. Every lot will have a front yard not less than twenty (20) feet in depth. Overhanging roof eaves projecting not more than three (3) feet will not be considered as obstructions.
7. Side Yards. Every lot shall have two (2) side yards, the east and south of which shall be at least ten (10) feet wide and the north and west of which shall be at least ten (10) feet wide; except, where a side yard adjoins a street, it shall be at least twenty (20) feet in width. Overhanging roof eaves projecting not more than two (2) feet will not be considered as obstructions.
8. Rear Yards. Every lot will have a rear yard of not less than thirty (30) feet in depth.

12.38 RC-2 Residence District

The purpose of the RC-2 Residence District is to provide areas within the City for the densest residential development permitted under the terms of this Subchapter.

1. Permitted Uses. Those uses permitted in the RC-1 Residence District.

2. Transitional Uses. Those transitional uses permitted in the RC-1 Residence District.
3. Special Uses.
 - a. Those special uses permitted in the RC-1 Residence District.
 - b. Apartment Hotels.
4. Floor Area Ratio. The floor area ratio on a lot in the RC-2 Residence District shall not exceed 1.8.
5. Land Area Per Dwelling Unit. There shall be a minimum of eight hundred (800) square feet of land area for each dwelling unit of two bedrooms or more; six hundred (600) square feet of land area for each one bedroom dwelling unit; and, four hundred (400) square feet of land area for each dwelling unit with no bedrooms.
6. Front, Side and Rear Yards. The front, side and rear yard requirements in the RC-1 Residence District shall apply to the RC-2 Residence District.

12.39 (Reserved)

12.40 C-1 Central Business District

The C-1 Central Business District is intended to accommodate those retail and office uses which are characteristic of the unique shopping streets of the "downtown" area of the City, and discourage uses which detract from, or are incompatible with, pedestrian, shopping and service oriented traffic, such as manufacturing or wholesale distribution uses.

1. Permitted Uses.
 - a. Barbers and beauty shops.
 - b. Books and stationary stores.
 - c. Bridal and wedding salons.
 - d. Camera stores and photographic equipment sales and services.
 - e. Clothing stores.
 - f. Computer and computer software sales and service.
 - g. Costume rental stores.
 - h. Curtains and draperies sales.
 - i. Drug stores.
 - j. Electronic equipment sales and service.
 - k. Employment agencies and offices conditioned upon the following: **[Ord. O-2005-0022, 5/17/2005]**
 - i. Transportation for temporary employees shall not be provided by, or on behalf of, the employment agency from the agency or office to the work site.
 - ii. Employees shall not report to the employment agency or office for work assignments. The employees shall report directly to the work site assigned. Applicants for employment shall not be allowed to use public property as a waiting area.
 - iii. Restroom facilities adequate for applicants shall be provided on site.
 - l. Financial institutions without drive-through facilities, except check-cashing businesses as defined in Section 9.32. **[Ord. O-2006-0061, 10/17/2006]**
 - m. Florist shops.
 - n. Hardware stores.
 - o. Hobby or gift stores.
 - p. Home improvement, furnishings, appliances and accessory sales. **[Ord. O-2003-0028, 4/2/2003]**
 - q. Jewelry stores.
 - r. Keymaking and locksmithing stores.
 - s. Laundry and dry cleaning — pick up only.
 - t. Leather goods sales.
 - u. Luggage stores.
 - v. Millinery shops.

w. Tattoo and/or body piercing establishments. **[Ord. O-2016-0020, 5/3/2016]**

Editor's Note: Former Subsection (1)(w), which set forth liquor stores as a permitted use, was repealed 5-20-2014 by Ord. O-2014-0022.

x. Office supply stores.

y. Offices; business, professional and governmental. **[Ord. O-2015-0001, 1/20/2015]**

z. Medical clinics. **[Ord. O-2015-0001, 1/20/2015]**

aa. Photography studios and film developing.

ab. Post offices.

ac. Printing services; blueprinting and photocopying.

ad. Restricted productions and repair, limited to the following: artwork; clothing custom manufacturing and alterations, for retail only; hearing aid devices; jewelry from precious metals; watches; dentures; and optical lenses.

ae. Sewing machine sales and service.

af. Shoe sales and repair stores.

ag. Small appliance sales and service.

ah. Specialty stores including arts and crafts and related uses.

ai. Sporting goods stores.

aj. Tobacco retailers. **[Ord. 6279, 12/17/1996; Ord. O-2016-0032, 7/5/2016]**

i. No tobacco retailer shall be located within one thousand (1,000) feet of parcels occupied by the following uses:

(1) A public or private kindergarten, elementary, junior high or high school;

(2) Libraries;

(3) Zoned parkland; or

(4) Another tobacco retailer or establishment licensed to sell any tobacco product or tobacco paraphernalia as defined within Section 12.06.

ak. Trophy and award sales.

al. Resale stores. **[Ord. O-2007-0026, 8/7/2007 (repeal and recreate); Ord. O-2015-0029, 5/7/2015]**

am. Videotape sales and rental.

an. Places of assembly including clubs, lodges, meeting halls and theaters, limited to a maximum of up to five thousand (5,000) square feet of building area and subject to the provisions of Sec. 9.59 of the Revised Municipal Code. **[Ord. 6415, 1/5/1999; Ord. O-2007-0027, 8/7/2007 repeal; Ord. O-2011-0083, 1/3/2012 add; Ord. O-2013-0013, 3/5/2013]**

ao. Day-care facilities. **[Ord. 6618, 6/18/2002]**

ap. Tanning and toning salons. **[Ord. O-2005-022, 5/17/2005]**

aq. Public utility service structures not larger than six (6) feet tall and twenty-five (25) square feet in surface area, conditioned upon the following: **[Ord. O-2008-0006, 2/5/2008; Ord. O-2008-0031, 7/1/2008]**

i. Site, landscaping and screening, and architectural review of the public utility service structure and the immediate area surrounding the structure, by the Department of Development staff. Public utility service structures shall be effectively screened from any abutting lot(s) and City right-of-way by landscaping or other means, as necessary, as approved by the Department of Development staff; and

(1) If the staff and applicant are unable to come to an agreement on the proposed location and screening, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than twenty (20) days before the next regularly scheduled Plan Commission meeting. At the time

that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.

- ii. Public utility service structures shall not be located within any front yard or corner side yard on private property.
 - ar. Grocery stores. **[Ord. O-2015-0002, 1/6/2015]**
 - as. Instruction and/or training facility, small. **[Ord. O-2017-0007, 2/23/2017]**
 - at. Art galleries. **[Ord. O-2017-0050, 11/21/2017]**
 - au. Tourist Rooming House, conditioned upon the following:
 - i. The structure is a single or two-family residence, or a mixed-use or multifamily containing not more than 4 dwelling units.
 - av. Taverns and cocktail lounges.
2. Special Uses.
- a. Any permitted use with drive-through facilities, except check-cashing businesses as defined in Section 9.32. **[Ord. O-2006-0061, 10/17/2006]**
 - b. Food production, limited. **[Ord. O-2015-0002, 1/6/2015]**
 - c. Massage Therapy. **[Ord. O-2017-0044, 10/17/2017]**
- Editor's Note: Former Subsection (2)(c), Candy and ice cream stores, was repealed 1/6/2015 by Ord. O-2015-0002.
- d. Department stores.
 - e. Hotels and motels.
 - f. Laundries and dry cleaners.
 - g. Mixed residential and commercial uses.
 - h. Multiple family developments.
 - i. Restaurants.
 - j. Retirement homes and communities.
 - k. Instruction and/or training facility. **[Ord. O-2017-0007, 2/23/2017]**
 - l. [Reserved]
 - m. Community living arrangements as licensed under Sec. 46.22 of Wisconsin Statutes **[Ord. 6501, amend, 2/15/2000]**
 - n. Printing, commercial. **[Ord. 6522, amend, 6/6/2000]**
 - o. Outdoor dining areas for licensed retail food establishments. **[Ord. 6568, 5/15/2000]**
 - p. Indoor recreation facilities including the following: **[Ord. O-2003-0040, 6/17/2003]**
 - i. Indoor driving range and batting cages.
 - ii. Indoor volleyball courts.
 - iii. Indoor basketball courts.
 - iv. Indoor bowling alleys.
 - v. Game centers and tournament facilities (not arcades as regulated in Section 9.037 of the Revised Municipal Code).
 - q. Radio and television stations. **[Ord. O-2003-0044, 6/17/2003]**
 - r. Athletic, health clubs. **[Ord. O-2005-0022, 5/17/2005; Ord. O-2015-0001, 1/20/2015]**
 - s. Museums. **[Ord. O-2008-0023, 5/20/2008]**
 - t. Places of assembly including clubs, lodges, meeting halls and theaters, greater than five thousand (5,000) square feet of building area and subject to the provisions of Sec. 9.59 of the Revised Municipal Code. **[Ord. O-2011-0083, 1/3/2012; Ord. O-2013-0013, 3/5/2013]**
 - u. Collocation/attachment of telecommunication equipment to existing structures. **[Ord. O-2012-0036, 9/18/2012]**
 - v. Animal grooming. **[Ord. O-2015-0016, 3/3/2015]**
 - w. Pet shops. **[Ord. O-2015-0016, 3/3/2015]**
 - x. Veterinary clinics. **[Ord. O-2015-0016, 3/3/2015]**

3. Required Conditions.

- a. Dwelling units are not permitted below the second floor.
 - b. All businesses, servicing or processing, storage or merchandise display, except off-street parking or off-street loading, shall be conducted within completely enclosed buildings.
 - c. Establishments of the "drive-in" type, offering goods or services directly to customers waiting in parked motor vehicles, are not permitted unless specifically authorized herein.
 - d. Multi-family dwellings will comply with the bulk regulations of the RC-2 District.
 - e. Outdoor Storage. Outdoor storage, display or repair shall not be permitted. **[Ord. O-2003-0028, 4/2/2003]**
 - f. Commercial Vehicles. A maximum of two commercial vehicles may be associated with a use. Open vehicles, utility trucks, trailers and similar vehicles shall not be permitted. **[Ord. O-2003-0028, 4/2/2003]**
 - g. Interior Storage Spaces. A maximum of 25% of a businesses interior floor area may be used for general wholesale, warehousing and storage. Such areas shall not be visible from the exterior of the building. **[Ord. O-2003-0028, 4/2/2003]**
 - h. Interior Spaces. Interior walls parallel to window glazing shall be not less than 6 feet from the plane of the window glazing. **[Ord. O-2003-0028, 4/2/2003]**
 - i. Display Racks and Fixtures. Display racks within 4 feet of a window shall be open-backed and shall not obscure more than 50% of the glazing area. **[Ord. O-2003-0028, 4/2/2003]**
 - j. Window Coverings. Operable interior window coverings may be used. Such coverings include, but are not limited to, blinds and draperies. No window covering may be permanently affixed or adhered to the window such that the window becomes permanently opaque. **[Ord. O-2003-0028, 4/2/2003]**
 - k. Site Plan. A site, landscaping and screening plan in accordance with Section 12.13 of the Revised Municipal Code shall be required when commercial vehicles are associated with a use. **[Ord. O-2003-0028, 4/2/2003]**
 - l. All business establishments shall contain on-site retail or be service establishments dealing directly with consumers. **[Ord. O-2015-0002, 1/6/2015]**
 - m. Outdoor animal holding areas shall not be allowed. **[Ord. O-2015-0016, 3/3/2015]**
4. Floor Area Ratio. The floor area ratio shall not exceed 2.0.
5. Yard Requirements. The C-1 District shall have no yard requirements.
6. Off-Street Parking and Loading Requirements. Off-street parking and loading facilities shall be provided in accordance with Section 12.19 of this subchapter. Credit shall be given to day-care uses for use of public off-street parking spaces located within the C-1 Central Business District. **[Ord. 6618, 6/18/2002]**

12.41 C-2 Neighborhood Commercial District

The C-2 Neighborhood Commercial District is intended to provide convenience shopping in close proximity for persons residing in nearby residential areas, by allowing only such uses as are necessary to satisfy basic shopping needs which occur daily or frequently. Normally these uses attract little vehicular traffic and are compatible with residential areas.

1. Permitted Uses.

- a. Single and two (2) family residences on lots platted or recorded prior to the adoption of this ordinance and meeting the minimum requirements of the RB-2 Residence District.
- b. Assembly and repair of products accessory to permitted office uses. Assembly and repair area limited to five thousand (5,000) square feet of floor area.

- c. Barber/beauty shops.
- d. Bicycle sales, rental and repair shops.
- e. Book and stationery stores.
- f. Clothing stores.
- g. Custom dressmaking shops.
- h. Drug stores.
- i. Dry cleaning and laundry receiving stations, processing to be done elsewhere.
- j. Electronic equipment sales and service.
- k. Fabric stores.
- l. Financial institutions except check cashing businesses as defined in Section 9.32. **[Ord. 6380, 4/21/1999; Ord. O-2006-0061, 10/17/2006]**
- m. Florist shops.
- n. Grocery stores. **[Ord. O-2015-0002, 1/6/2015]**
- o. Furniture upholstery, refinishing and repair shops.
- p. Gift shops.
- q. Gun ranges, indoor.
- r. Hardware stores.
- s. Hobby and gift stores.
- t. Laundromats, automatic self-service only (or hand laundry).
- u. Printing, commercial. **[Ord. O-2017-0043, 10/3/2017]**

Editor's Note: Former Subsection (1)(u), which set forth liquor stores (packaged liquor) as a permitted use, was repealed 3-21-2017 by Ord. O-2017-0016.

- v. Offices; business, professional and governmental. **[Ord. O-2015-0001, 1/20/2015]**
- w. Office supply stores.
- x. Medical clinics. **[Ord. O-2015-0001, 1/20/2015]**
- y. Pet shops. **[Ord. O-2015-0016, 3/3/2015]**
- z. Post Office.
- aa. Animal grooming. **[Ord. O-2005-0022, 5/17/2005; Ord. O-2015-0016, 3/3/2015]**
- ab. Shoe, clothing and hat repair.
- ac. Shoe stores.
- ad. Sporting goods shops.
- ae. Tailor shops.
- af. Resale stores. **[Ord. O-2007-0026, 8/7/2007 (repeal and recreate); Ord. O-2015-0029, 5/7/2015]**
- ag. Videotape sales and rental.
- ah. Tattoo and/or body piercing establishments. **[Ord. O-2016-0020, 5/3/2016]**

Editor's Note: Former Subsection (1)(hh), Catering establishments, added 2/4/1997 by Ord. 6288, was repealed 1/6/2015 by Ord. O-2015-0002.

- ai. Music stores, including instrument sales and service. **[Ord. 6301, 4/1/1997]**
- aj. Instruction and/or training facility, small. **[Ord. O-2017-0007, 2/23/2017]**

Editor's Note: Former Subsection (1)(jj), which set forth tattoo and/or body piercing establishments as permitted uses, added 1-5-1999 by Ord. 6415, was repealed 8-7-2007 by O-2007-0027.

- ak. Jewelry stores. **[Ord. 6471, 10/19/1999]**
 - al. Home improvement contractors (electrical, plumbing, tile/flooring, HVAC, carpentry and related activities). **[Ord. 6586, 9/18/2001]**
- am. Tanning and toning salons. **[Ord. O-2005-0022, 5/17/2005]**
- an. Employment agencies and offices conditioned upon the following: **[Ord. O-2005-0022, 5/17/2005]**

- i. Transportation for temporary employees shall not be provided by, or on behalf of, the employment agency from the agency or office to the work site.
 - ii. Employees shall not report to the employment agency or office for work assignments. The employees shall report directly to the work site assigned. Applicants for employment shall not be allowed to use public property as a waiting area.
 - iii. Restroom facilities adequate for applicants shall be provided on site.
 - ao. Photography studios and film developing. **[Ord. O-2005-0022, 5/17/2005]**
 - ap. Public utility service structures not larger than six (6) feet tall and twenty-five (25) square feet in surface area, conditioned upon the following: **[Ord. O-2008-0006, 2/5/2008; Ord. O-2008-0031, 7/1/2008]**
 - i. Site, landscaping and screening, and architectural review of the public utility service structure and the immediate area surrounding the structure, by the Department of Development staff. Public utility service structures shall be effectively screened from any abutting lot(s) and City right-of-way by landscaping or other means, as necessary, as approved by the Department of Development staff; and
 - (1) If the staff and applicant are unable to come to an agreement on the proposed location and screening, the applicant may file a request for a variance with the Plan Commission by submitting a written request to the Department of Development not less than twenty (20) days before the next regularly scheduled Plan Commission meeting. At the time that a request for a variance is made, the applicant shall pay the required fee in accordance with development review fees in Chapter 12 of the Revised Municipal Code.
 - ii. Public utility service structures shall not be located within any front yard or corner side yard on private property.
 - aq. Art galleries. **[Ord. O-2017-0050, 11/21/2017]**
 - ar. Tourist Rooming House, conditioned upon the following:
 - i. The structure is a single or two-family residence, or a mixed-use or multifamily containing not more than 4 dwelling units.
 - as. Taverns and cocktail lounges.
 - at. Alcohol beverage sales.
 - 2. Special Uses. **[Ord. 6380, 4/21/1998]**
 - a. Automobile convenience stores and gas stations. **[Ord. O-2006-0012, 3/21/2006]**
 - b. Automobile repairs (including automobile body shops). **[Ord. 6615, [repeal 1241(2)(c)], 6/4/2002]**
 - c. Automobile service stations.
 - d. Food production, limited. **[Ord. O-2015-0002, 1/6/2015]**
 - e. Massage therapy. **[Ord. O-2017-0044, 10/17/2017]**
- Editor's Note: Former Subsection (2)(f), Candy and ice cream stores (confectionery), was repealed 1/6/2015 by Ord. O-2015-0002.
- f. Day care centers and senior day care centers licensed under the provisions of the Wisconsin Statutes.
 - g. Drive-in or drive-thru facilities for permitted uses. **[Ord. 6380, 4/21/1998]**
 - h. Family day care homes as licensed under sec. 48.65 of the Wisconsin Statutes.
 - i. Mixed residential and commercial uses.
 - j. Multi-family dwellings.
 - k. Parking lots and structures for the storage of private passenger automobiles.
 - l. Parks, libraries and other public uses.
 - m. Planned developments, business or commercial.

- n. Public and private educational institutions including the following:
 - i. Elementary schools.
 - ii. Junior and senior high schools.
 - iii. Vocational and/or trade schools.
 - iv. Colleges and Universities.
- o. Public utility service structures larger than six (6) feet tall and twenty-five (25) square feet in surface area (excluding antenna towers for radio, TV and television, and telephone transmission), electric substations, water pumping stations and other similar uses. **[Ord. O-2008-0006, 2/5/2008]**
- p. Radio towers and transmission stations.
- q. Religious institutions including the following:
 - i. Churches, chapels, temples of worship, and synagogues.
 - ii. Seminaries, monasteries and religious retreat centers.
 - iii. Rectories, convents and parish houses.
- r. Restaurants.
- s. Seasonal outdoor sales and display of nursery stock and related garden equipment, provided such display is limited to not more than five hundred (500) square feet when such outdoor display is accessory to a principal use. When such outdoor sales and display is an extension of the principal use, there shall be no limitation on such outdoor sales and display.
- t. (Reserved)
- u. Instruction and/or training facility. **[Ord. 6471, 10/19/1999; Ord. O-2017-0007, 2/23/2017]**
- v. Homes for the aged and nursing, rest or convalescent homes which are not intended to serve as treatment centers for contagious diseases or for drug or alcohol abuse. **[Ord. 6500, amend, 2/15/2000]**
- w. Public entertainment as defined in Section 9.76 of the Revised Municipal Code. **[Ord. 6531, create, 9/5/2000]**
- x. Collocation/attachment of telecommunication equipment. **[Ord. 6538, 10/17/2000]**
- y. Outdoor dining areas for licensed retail food establishments. **[Ord. 6568, 5/15/2001]**
- z. Veterinary clinics. **[Ord. 6572, 5/15/2001]**
- aa. Funeral homes. **[Ord. 6578, 7/2/2001]**
- ab. Athletic, health clubs. **[Ord. O-2005-0022, 5/17/2005; Ord. O-2015-0001, 1/20/2015]**
- ac.
 - (Reserved).
- ad. (Reserved) **[Ord. O-2007-0026, 8/7/2007, Ord. O-2010-0051, 1/4/2011 (repealed)]**
- ae. (Reserved) **[Ord. O-2007-0026, 8/7/2007, Ord. O-2010-0051, 1/4/2011 (repealed)]**
- 3. Required Conditions. **[Ord. 6380, 4/21/1998]**
 - a. All business, service, repair or processing, storage or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking and loading.
 - b. No business permitted in this district shall occupy a building containing more than five thousand (5,000) square feet of gross floor area. **[Ord. 6586, 9/18/2001]**
 - c. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, noise, vibration, refuse matter or water-carried waste.
 - d. A site, landscaping and screening plan in accordance with Section 12.13 of

the Revised Municipal Code shall be required when commercial vehicles are associated with a use. **[Ord. 6586, 9/18/2001]**

- e. All business establishments shall contain a minimum of 10% of storefront floor area to on-site retail or consumer service area. **[Ord. O-2006-0012, 3/21/2006; Ord. O-2015-0002, 1/6/2015; Ord. O-2017-0043, 10/3/2017]**

4. Floor Area Ratio. In the C-2 District, floor area ratio shall not exceed 1.0.

5. Yard Requirements. **[Ord. 6597, 11/20/2001]**

- a. Front. No required setback.
- b. Side and Rear. There shall be a ten-foot setback from any side or rear lot line that abuts a lot located in a residential zoning district or a lot in a commercial zoning district used for a single- or two- family dwelling and such use is not a nonconforming use.

6. Off-Street Parking and Loading Requirements. Off-street parking and loading facilities shall be provided in accordance with Section 12.19 of this Subchapter.

12.42 C-3 Community Commercial District

The C-3 Community Commercial District is intended to accommodate the needs of a much larger consumer population than is served by the Neighborhood Commercial District. This District serves a much wider range of uses for accommodating both daily and occasional shopping requirements.

1. Permitted Uses. **[Ord. O-2006-0012, 3/21/2006]**

- a. Any uses permitted in the C-2 District.
- b. (Reserved)

Editor's Note: Former Subsection (1)(b), Antique shops, was repealed 5/7/2015 by Ord. O-2015-0029.

- c. (Reserved)

Editor's Note: Former Subsection (1)(c), Art galleries, was repealed 11/21/2017 by Ord. O-2017-0050.

- d. Art supply stores.
- e. Automobile accessory stores.
- f. Business machine sales and service.
- g. (Reserved)

Editor's Note: Former Subsection (1)(g), Catering establishments, was repealed 1/6/2015 by Ord. O-2015-0002.

- h. (Reserved)

Editor's Note: Former Subsection (1)(h), Chiropractor and podiatrist offices, was repealed 1/20/2015 by Ord. O-2015-0001.

- i. Medical service facility. **[Ord. O-2015-0001, 1/20/2015]**
- j. Computers and computer accessories. **[Ord. 6279, 12/17/1996]**
- k. Department stores.
- l. Electrical and household appliance stores, including electronic equipment sales and minor repair. **[Ord. 6624, [repeal 12.42(1)(n)], 8/6/2002]**
- m. Funeral parlor without crematory.
- n. Furniture stores, including upholstery, when conducted as part of the retail operations and secondary to the principal use.
- o. Garden supply, tool and seed stores, including accessory outdoor display and sales area.
- p. Hearing aid stores.
- q. Interior decorating shops and picture framing.

- r. Jewelry stores.
 - s. Leather goods and luggage stores.
 - t. Loan offices, except check-cashing businesses as defined in Section 9.32. **[Ord. O-2006-0061, 10/17/2006]**
 - u. Locksmiths.
 - v. Mail order, catalog store.
 - w. Music, instrument stores, including sale and repairs, with no loudspeaker broadcasting into the street.
 - x. Paint, glass and wallpaper stores.
 - y. Radio and television sales stores with accessory servicing facilities. **[Ord. O-2005-0022, 5/17/2005]**
 - z. Radio and television stations.
 - aa. Repair, rental and servicing of any article the sale of which is a permitted use in the district.
 - ab. School and office supply stores.
 - ac. Sewing machine stores; household machines only.
 - ad. Stamp and coin stores.
 - ae. Tobacco retailers. **[Ord. O-2016-0032, 7/5/2016]**
 - i. No tobacco retailer shall be located within one thousand (1,000) feet of parcels occupied by the following uses:
 - (1) A public or private kindergarten, elementary, junior high or high school;
 - (2) Libraries;
 - (3) Zoned parkland; or
 - (4) Another tobacco retailer or establishment licensed to sell any tobacco product or tobacco paraphernalia as defined within Section 12.06.
 - af. Toy stores.
 - ag. Travel bureaus and transportation ticket offices.
 - ah. Veterinary clinics. **[Ord. O-2015-0016, 3/3/2015]**
 - ai. Watch and clock repairs.
 - aj. Wholesale offices and showrooms with stockrooms; stockrooms limited to two thousand (2,000) square feet of floor area per business establishment.
2. Special Uses.
- a. Those permitted in the C-2 District.
 - b. Adult-oriented entertainment under the provisions of Sec. 9.59 of the City Code.
 - c. Bowling alleys.
 - d. Crematories.
 - e. Dry cleaning and pressing establishments.
 - f. Food pantries. **[Ord. O-2016-0035, 9/20/2016]**
- Editor's Note: Former Subsection (2)(f), Kennels, was repealed 3/3/2015 by Ord. O-2015-0016.
- g. Hotels and motels.
 - h. Places of assembly not otherwise specifically listed in this subsection, including, but not limited to, clubs, lodges, meeting halls, auditoriums, arenas, banquet facilities and theaters (indoor). **[Ord. 6279, create, 12/17/1996; Ord. O-2005-0022, 5/17/2005]**
 - i. (Reserved)
- Editor's Note: Former Subsection (2)(i), as amended, which set forth commercial printing as a special use, was repealed 10/3/2017 by Ord. O-2017-0043.
- j. (Reserved)

Editor's Note: Former Subsection (2)(j), which set forth schools; music, dance, including aerobics, trade and business as special uses, was repealed 2-23-2017 by Ord. O-2017-0007.

- k. Shopping centers.
 - l. Recording, sound and multi-media studios. **[Ord. 6559, 2/20/2001]**
 - m. Hospitals. **[Ord. 6587, 9/18/2001; Ord. 6592, 10/16/2001]**
 - n. Car wash facilities. There shall be a minimum twenty (20) foot separation from any commercial lot line that abuts a lot located in a residentially zoned district. **[Ord. O-2004-0025, 6/15/2004]**
 - o. Freestanding buildings and group development in which the combined total of all structures and outdoor sales areas within a development (regardless of diverse lotting, use or tenancy) combine to more than 50,000 square feet. **[Ord. O-2007-0023, 8/7/2007]**
 - i. Refer to the City's Large Retail Development Requirements for specific site, landscaping and architectural requirements.
 - p. Research/testing laboratory and technology facilities. **[Ord. O-2006-0062, 10/17/2006]**
 - q. Indoor sales, rental or leasing of motor vehicles that are subject to motor vehicle registration and used for private personal use. (No outdoor sales or display of vehicles.) **[Ord. O-2013-0049, 11/5/2013]**
 - r. Training, counseling or workforce development facilities operated by a not-for-profit social service organization, for the purpose of enabling job and career opportunities to persons with sensory or physical disabilities.
3. Required Conditions. All uses permitted in the C-3 District shall be subject to the following conditions:
- a. All business, servicing, repair or processing, storage or merchandise display, except for off-street parking or loading, and as otherwise modified in this Section, shall be conducted completely within enclosed buildings.
 - b. All business establishments shall contain a minimum of 10% of storefront floor area to on-site retail or consumer service area. **[Ord. O-2015-0002, 1/6/2015; Ord. O-2017-0043, 10/3/2017]**
 - c. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke cinders, gas, fumes, noise, vibration, refuse matter or water-carried waste.
4. Floor Area Ratio. In the C-3 District, the floor area ratio shall not exceed 1.5.
5. Yard Requirements. Same as those required under the C-2 District.
6. Off-Street Parking and Loading Requirements. Off-street parking and loading facilities shall be provided in accordance with Section 12.19 of this Subchapter.

12.43 C-4 Regional Commercial District

The C-4 Regional Commercial District is intended to accommodate those commercial land uses which are generally larger scale and rely on heavy automobile traffic for support.

1. Permitted Uses. **[Ord. O-2006-0012, 3/21/2006]**
- a. Those uses permitted in the C-3 Commercial District except one- and two-family residence districts.
 - b. Photographic developing and processing.
 - c. Plumbing, heating and ventilating and electrical equipment showrooms and shops.
 - d. Nominal price retail stores and provided that no other similar establishment is located within 1,000 feet.
 - e. Narcotic treatment service facility located no closer than 250 feet from the following:
 - i. Parcels zoned or developed for residential use;

- ii. Parcels with a school for which attendance is compulsory under Wis. Stat. 118.15;
- iii. Parcels zoned for parkland;
- iv. Parcels with another narcotic treatment facility

2. Special Uses. **[Ord. 6279, 12/17/1996]**

- a. Those special uses permitted in the C-3 District.
- b. Antenna towers for radio, TV and television and telephone transmission.
- c. Arcades and pool halls licensed under Chapter 9 of the City Code.
- d. Car wash facilities.
- e. Commercial parking lots for private passenger vehicles.
- f. Outdoor sales and display areas.
- g. Recording or sound studios.
- h. Shopping malls.
- i. [Reserved]
- j. Outdoor sales, rental or leasing of motor vehicles that are subject to motor vehicle registration and used for private personal use subject to the following: **[Ord. 6615, 6/4/2002; Ord. O-2009-0039, 12/15/2009; Ord. O-2013-0049, 11/5/2013]**
 - i. Minimum lot size: one (1) acre;
 - ii. Twenty percent (20%) landscaping site coverage;
 - iii. Off-street parking in accordance with Section 12.19;
 - iv. All sales, repair and display shall be conducted on site;
 - v. All vehicle display and parking stalls to be identified on a site plan;
 - vi. All repair/stored (not sale) vehicles may sit idle for no longer than 45 days;
 - vii. All vehicles shall be licensed and registered with the Wisconsin Department of Transportation; and
 - viii. All service repair/overhead doors shall remain closed during vehicle repair.
- k. Check-cashing, money order, payday, title for cash, convenient-cash, and cash loan/advance services and similar short-term credit establishments, provided that no other similar establishment as defined in Section 9.32 is located within 3,500 feet. **[Ord. O-2004-0040, 10/5/2004; Ord. O-2006-0040, 10/17/2006]**
- l. (Reserved)

Editor's Note: Former Subsection (2)(l), Tattoo and/or body piercing establishments, added 3-21-2006 by Ord. O-2006-0012, as amended, was repealed 5-3-2016 by Ord. No. O-2016-0020.

- m. Kennels. **[Ord. O-2015-0016, 3/3/2015]**
 - n. Pawn shops, and secondhand jewelry dealers as defined in Sections 9.75, 9.80, and 9.81 of the Revised Municipal Code and provided that no other similar establishment is located within 3,500 feet and conditioned upon the following clarifications: **[Ord. O-2010-0051, 1/4/2011; Ord. O-2013-0022, 5/7/2013]**
 - i. Secondhand jewelry dealers primarily engaged, meaning when either twenty percent (20%) or more of the floor area for display space or business operations is devoted to secondhand transactions and/or the buying of jewelry or precious metals.
 - ii. General retail establishments, with less than the above-referenced of twenty-percent threshold, are considered permitted uses.
 - o. Thrift stores. **[Ord. O-2015-0029, 5/7/2015]**
3. Floor Area Ratio. The floor area ratio on a lot shall not exceed 1.0.
4. Yard Requirements.
- a. Front and Corner Side Yard. There shall be provided on every lot a front yard

and corner side yard of not less than ten (10) feet in depth.

- b. Rear Yard. Same as required in C-2 District.
 - c. Transitional Yard. No building or structure in the C-4 District shall be located within one hundred (100) feet of a Residence District boundary line, unless such building or structure is effectively screened from such Residence District property by a wall, fence or densely planted compact hedge not less than five (5) feet or more than eight (8) feet in height. The Common Council may waive this requirement for the structure, use or building if already effectively screened by natural topography or existing screening comparable to the types mentioned.
5. Off-Street Parking and Loading Facilities. Off-street parking and loading facilities shall be provided in accordance with Section 12.19 of this Subchapter. **[Ord. O-2013-0022, 5/7/2013]**

12.44 (Reserved)

12.45 M-1/M-2 Industrial Districts

1. Purposes. Industrial zoning districts are intended to accommodate locations for land uses engaged in the production, processing, assembly, manufacturing, packaging, wholesaling, warehousing, or distribution of goods and materials. Regulations for the industrial districts are established to promote industrial development and to maintain and improve compatibility with surrounding areas, consistent with the objectives of the City's Comprehensive and Strategic Plan. In addition to industrial uses, limited commercial uses, parking facilities, public services, and utilities are allowed.
 - a. Industrial Districts will be delineated upon the Official West Allis Zoning Map and the Zoning Ordinance will include permitted and special conditional uses (including associated use standards) with a Light Industrial District and a Heavy Industrial District classification to provide adequate provisions for the expansion of industry, both those existing today and for attracting a diversification of new industry. Industrial sites and expansion will create growth and development of the City's economic and tax base and provide a variety of employment options for its labor force. Each Industrial District features design and development standards that are applicable to assure protection of the public interest and surrounding property and persons.
 - b. Purpose of the M-2, Heavy Industrial District. This district is intended to allow lower-intensity, non-nuisance uses such as warehousing, wholesaling, shipping, light fabrication, limited production and processing and assembly, research and development facilities and related uses, which may be located in proximity to residential and commercial districts. Trucking, deliveries, loading and outdoor storage may be an accessory of such land use, but is not the principal land use.
 - c. Purpose of the M-2, Heavy Industrial District. This district accommodates high intensity industrial activities and often includes very large structures, extensive outdoor storage and exterior equipment operations. It accommodates uses that require large trucking, rail, shipping or freight operations. Most sites within the M-2 District have already been developed. Where possible, the M-2 District should be separated from residential neighborhoods to reduce potential for adverse impacts on residential uses or in areas where the relationship to surrounding land use would create fewer problems of compatibility such as smoke, noise, glare or vibration.
2. Use Regulations. Principal uses of land listed as permitted and conditional uses under Table 12.45(3) are allowed in Industrial Districts:
 - a. Permitted Uses. Uses identified with a "P" are permitted in the district or

districts where designated, provided that the use complies with all other applicable provisions of this ordinance. In some cases, site changes or exterior building alterations to such permitted uses shall require compliance with the site, landscaping and architectural design review standards and guidelines pursuant to section 12.13 (Site, Landscaping and Architectural Review Procedures) and 12.19 (Off-street Parking, Loading and Other Site Improvement Regulations) of the Revised Municipal Code.

- b. Conditional Uses. Uses specified with a “C” are allowed as conditional uses in the district or districts where designated, provided that the use complies with all other provisions of this ordinance. Administration of the conditional use process is pursuant to section 12.16 of the Revised Municipal Code, and shall require compliance with the site, landscaping and architectural design review standards and guidelines in accordance with the standards and guidelines per section 12.13 (Site, Landscaping and Architectural Review Procedures) and 12.19 (Off-street Parking, Loading and Other Site Improvement Regulations) of the Revised Municipal Code.
- c. Prohibited Uses. Any use not listed as either “P” (permitted) or “C” (conditional) in a particular district or any use not determined by the zoning administrator to be substantially similar to a use listed as permitted or conditional shall be prohibited not permitted in that district. Not permitted/Non-permitted uses shall be specified with a designation of “NP” within table 12.45(3). Such determination shall be made in the manner provided for in section 12.45(4), of this ordinance governing determination of substantially similar uses.
- d. Use Standards. The “Use standards” column of the table 12.45(3) identify additional supplemental development regulations that apply to specific permitted and conditional uses and address the unique characteristics of certain land uses. Unless otherwise stated, compliance with the use standards regulations is required in addition to all other applicable regulations of this ordinance.

3. Use Table

USE CATEGORY	M-1	M-2	Use Standards
Subcategory (if listed)			
Specific Use			
COMMERCIAL USES			
C-4 uses (unless otherwise noted below)	P/C	P/C	
General Office	P	P	
Mixed Use	C	NP	
Broadcast or Recording Studio	P	P	
Building material sales	C	P	
Employment Agency w/ transport	P	P	
Printing, Commercial	P	P	
Private safety/service facility	C	P	
Pawn Shops and/or Secondhand jewelry per 9.75 or 9.81	NP	NP	
Thrift	NP	NP	
Animal Services			12.45(6)(a)
Kennel (boarding, rescue or shelter)	C	P	

Grooming	P	P	
Veterinary (Hospital/Clinic)	P	P	
Assembly and Entertainment			
Clubs, meeting halls, theater, event/banquet space, religious facilities	P	P	
Recreation facility - Indoor	P	P	
Recreation facility - Outdoor	C	P	
Artist/maker studio	P	P	
Food Production, limited	P	P	
Lodging			
Hotel	C	C	
Vehicle Services			
Vehicle service facility - Personal, passenger and consumer vehicles	C	C	12.45(6)(G)
Vehicle service facility - Commercial	NP	C	12.45(6)(G)
Vehicle sales and rental facility	C	C	12.45(6)(F)
Fueling station - Personal, passenger and consumer vehicles	C	C	12.45(6)(G)
Vehicle storage lot (outdoor)	P	P	12.45(6)(G)
MANUFACTURING & INDUSTRIAL USE			12.45(6)(c)
Asphalt, cement, mixing, stone processing and/or crushing	NP	C	12.45(6)(b)
Bottling & Canning	C	P	
Brewery or Distillery	C	C	
Chemicals	NP	C	
Crematoriums	NP	C	
Food Production (Limited)	P	P	
Food Production	C	P	
Foundry and Forging	NP	C	
Limited production and processing	P	P	
Jute, hemp, sisal and oakum products	P	P	
Light Industrial uses	P	P	
Heavy Industrial uses	NP	C	
Manufacturing laboratory facilities	C	P	
Nominal price retail store	NP	NP	
Petroleum products	NP	C	
Printing, Manufacturing	C	C	
Research and Development facility	P	P	
Steel Products	NP	C	
Wood and Lumber bulk processing and	C	P	

woodworking			
WHOLESALE, DISTRIBUTION & STORAGE			12.45(6)(H)
Distribution facility	P	P	12.45(6)(H)
Indoor Storage (warehousing)	P	P	12.45(6)(H)
Outdoor Storage	P	P	12.45(6)(H)
Parking Lot, Non-accessory	P	P	12.45(6)(G)
Parking Structure, Non-accessory	P	P	12.45(6)(G)
Self-service storage Facility	P	P	12.45(6)(E)
Trucking, freight and transportation terminals	NP	C	12.45(6)(H)
WASTE, RECYCLING & STORAGE			12.45(6)(i)
Junk or Salvage Yards	NP	C	
Waste, Grain, Soil, Manure, Peat, and Petroleum Products	NP	C	
Waste Transfer Station	NP	C	
Waste Water Treatment facility	NP	C	
PUBLIC SERVICE AND UTILITIES			
Safety/service facility	C	P	
Pump Stations	P	P	
Substation/distribution equipment	C	P	
Public Works site, municipal	C	P	
Wireless Communication Facility			
Freestanding structure (new construction or substantial modification)	C	C	
Collocation	P	P	

4. Determination of substantially similar uses

- a. The Planning and Zoning Manager has the authority to classify uses on the basis of the use category, subcategory and specific use type descriptions of this chapter.
- b. When a use cannot be reasonably classified into a use category, subcategory or specific use type, or appears to fit into multiple categories, subcategories or specific use types, the Planning Manager is authorized to determine the most similar and thus most appropriate use category, subcategory or specific use type based on the actual or projected characteristics of the principal use or activity in relationship to the use category, subcategory and specific use type descriptions provided in this chapter. In making such determinations, the development administrator must consider:
 - i. The types of activities that will occur in conjunction with the use;
 - ii. The types of equipment and processes to be used;
 - iii. The existence, number and frequency of residents, customers or employees;
 - iv. Parking and loading and site improvement demands associated with the use; and
 - v. Other factors deemed relevant to a use determination.

5. Dimensional and Area Requirements

Lot and Building Standards	M-1	M_2
Minimum Building Setback (feet)		
Front	20	30
Side	0	10
Rear	10	20
Floor area ratio	1.5	1.5

6. Use Standards. The “Use standards” column of the table 12.45(3) identifies additional regulations that apply to some uses. Unless otherwise stated, compliance with these regulations is required along with all other applicable regulations of the zoning code including section 12.13 (Site, Landscaping and Architectural Review Procedures) and section 12.19 (Off-street Parking, Loading and Other Site Improvement Regulations) of the Revised Municipal Code.

a. Animal Services

- i. Animal boarding facilities shall be soundproofed to ensure that the noise levels associated with the use do not interfere with the health, welfare, and safety of adjoining properties.
- ii. In permitted commercial districts, all runs, exercise areas, and enclosures/kennels shall be located within a completely enclosed building.
- iii. In industrial districts, outdoor kennel and/or run areas shall be screened from the public right-of-way and any abutting lots by a solid wall or fence (including necessary solid gates) and/or a contiguous landscape buffer.

b. Asphalt, cement, mixing, stone processing and/or crushing

- i. Twenty percent (20%) landscaping site coverage;
- ii. Batching facilities shall be set back a minimum of five hundred (500) feet from any property developed for nonindustrial uses.
- iii. Shall be screened from the public right-of-way and any abutting lots by a solid wall or fence (including necessary solid gates) and/or a contiguous landscape buffer.
- iv. Outdoor storage pilings of stone, soil, mix or similar products may not exceed the height of the required screening wall or fence within 150 feet of the public right-of-way boundary required to be screened, except that storage racks designed for the stacking of equipment that exceed the height of the screening wall or fence, must be set back at least 30 feet from abutting public right-of-way, plus 2 additional feet of setback for every foot of rack height above 10 feet.
- v. The use shall possess or submit evidence of application Air Emission Permits from the Wisconsin Department of Natural Resources (WDNR).
- vi. All reasonable precautions shall be taken to prevent particulate matter from becoming airborne. These precautions shall include but shall not be limited to the following:
 - (1) Use of water for control of dust during all site operations;
 - (2) Paving areas of the site used for outdoor storage and vehicle

traffic. Application of water upon paved surface areas, materials stockpiles, vehicles leaving the site and other surfaces which can give rise to airborne dusts;

- (3) Installation and use of dust collectors to enclose and vent the handling of dusty materials. Adequate containment methods shall be employed when necessary;
 - (4) Open-bodied trucks transporting materials likely to give rise to airborne dust shall be covered at all times when in motion.
 - (5) All reasonable precautions shall be taken to provide protection and mitigate impacts on surrounding properties and the neighborhood, particularly in regard to the use of any streets for access to the site.
 - (6) All reasonable precautions shall be taken to prevent storm water pollution runoff into surrounding streets and municipal storm sewer systems.
- c. Manufacturing & Industrial Uses – unless more specific use standards are further specified within this list, the Manufacturing and Industrial Use category is subject to the following standards:
- i. All outdoor storage shall be screened from the public right-of-way and any abutting lots by a solid wall or fence (including necessary solid gates) and/or a contiguous landscape buffer.
 - ii. In no case shall open storage exceed a greater height than the enclosed screening (except vehicles and associated equipment);
 - iii. Outdoor storage and/or display areas if situated along a street frontage must comply with the minimum front yard street setback requirements of the subject zoning district.
 - iv. All truck, trailer or commercial vehicles associated with the business shall be stored within the enclosed area, unless otherwise noted on a site plan, approved by the Plan Commission.
- d. Mixed Use, Dwelling
- i. Eligibility. Caretaker and live-work employee housing may be established on the site of another use as follows: An employee of the principal use, including his/her family, shall be permitted to reside in the dwelling unit.
 - ii. Access to the dwelling shall be by means of separate individual entrance from that of the principal use.
 - iii. Number of Housing Units Allowed. No more than one caretaker or employee housing unit shall be allowed for any principal use.
- e. Self-service storage facility uses
- i. Twenty percent (20%) landscaping site coverage;
 - ii. Minimum lot size shall be at least (2) acres;
 - iii. Any outdoor storage shall be screened from the public right-of-way and any abutting lots by a solid wall or fence (including necessary solid gates) and/or a contiguous landscape buffer. Buildings may serve as a screening wall;
 - iv. Outdoor storage and/or display areas, if situated along a street frontage, shall comply with the minimum front yard setback requirements of the subject zoning district.
 - v. Within the M-1 district, a dwelling unit may be integrated into the self-storage facility;
 - vi. No activities other than storage and pick-up and deposit of stored materials are allowed within the storage units.
- f. Vehicle Sales and/or Rental Uses
- i. Minimum lot size shall be at least (1) acre;
 - ii. Twenty percent (20%) landscaping site coverage;

- iii. The lot or area shall be constructed in accordance with Section 12.19(3) Minimum Construction standards;
 - iv. All sales, repair and display shall be conducted on site and identified on a site plan. Outdoor storage and/or display areas, if situated along a street frontage, shall comply with the minimum front yard setback requirements of the subject zoning district.
 - v. All repair/stored (not sale) vehicles may sit idle for no longer than 45 days;
 - vi. All vehicles shall be licensed and registered with the Wisconsin Department of Transportation;
 - vii. All service/repairs shall be conducted within a completely enclosed building.
- g. Vehicle Services
 - i. Twenty percent (20%) landscaping site coverage;
 - ii. The lot or area shall be constructed in accordance with Section 12.19(3) Minimum Construction standards;
 - iii. All repair and display shall be conducted on site and within an enclosed building;
 - iv. All vehicle display and parking stalls to be identified on a site plan;
 - v. Vehicle storage may sit idle for no longer than 45 days;
 - vi. All vehicles shall be licensed and registered with the Wisconsin Department of Transportation;
 - vii. All service/repairs shall be conducted within a completely enclosed building
 - viii. Outdoor storage and/or display areas, if situated along a street frontage, shall comply with the minimum front yard setback requirements of the subject zoning district.
- h. Wholesale, Distribution & Storage Uses (for self-service storage, see “E” above)
 - i. Twenty percent (20%) landscaping site coverage;
 - ii. Any outdoor storage shall be screened from the public right-of-way and any abutting lots by a solid wall or fence (including necessary solid gates) and/or a contiguous landscape buffer. Buildings may serve as a screening wall;
 - iii. In no case shall open storage exceed a greater height than the enclosed screening (except vehicles and associated equipment);
 - iv. Outdoor storage and/or display areas, if situated along a street frontage, shall comply with the minimum front yard setback requirements of the subject zoning district.
 - v. All truck, trailer or commercial vehicles associated with the business shall be stored within the enclosed area, unless otherwise noted on a site plan, approved by the Plan Commission.
- i. Waste, Recycling & Storage Uses
 - i. Twenty percent (20%) landscaping site coverage;
 - ii. Such uses shall be located at least 500 feet from the property line of any residential district or residential use and such use is not a nonconforming use;
 - iii. Any outdoor storage shall be screened from the public right-of-way and any abutting lots by a solid wall or fence (including necessary solid gates) and a contiguous landscape buffer. Buildings may serve as a screening wall;
 - iv. Outdoor storage and/or display areas, if situated along a street frontage, shall comply with the minimum front yard setback requirements of the subject zoning district.

- v. Outdoor storage may not exceed the height of the required screening wall or fence within 150 feet of the public right-of-way boundary required to be screened, except that storage racks designed for the stacking of equipment that exceed the height of the screening wall or fence, must be set back at least 30 feet from abutting public right-of-way, plus 2 additional feet of setback for every foot of rack height above 10 feet.
- j. Employment Agency. A waiting area for clients shall be provided which shall be available to clients one hour prior to the posted opening of the use and shall include toilet facilities.

12.46 (Reserved)

12.47 SF - State Fair Park District

1. Permitted Uses. The following uses are permitted:
 - a. Sports events, agricultural and industrial expositions, other programs of civic interest and any other use undertaken in the SF District as of the effective date of this section.
 - b. Accessory uses; those customarily incidental to any of the above uses.
2. Special Uses. All uses and accessory uses under this section which are not undertaken as of the effective date of this section shall be permitted only after approval by the Common Council.

12.48 P-1 Park District

1. Intent. The P-1 Park District is intended to provide for areas where the open space and recreational needs, both public and private, of the citizens of the City of West Allis can be met without undue disturbance of natural resources and adjacent uses.
2. Permitted Uses.
 - a. Botanical gardens and arboretums.
 - b. Exhibition halls.
 - c. Golf courses without country club facilities.
 - d. Historic monuments or sites.
 - e. Hiking, biking and nature trails.
 - f. Neighborhood tot lots.
 - g. Outdoor skating rinks.
 - h. Parks and playgrounds.
 - i. Parkways.
 - j. Picnicking areas.
 - k. Playfields or athletic fields.
 - l. Public art galleries.
 - m. Sledding, skiing or tobogganing.
 - n. Swimming beaches.
 - o. Swimming pools.
 - p. Tennis courts.
 - q. Accessory uses. Those customarily incidental to the above uses.
3. Special Uses. The following uses are permitted as special uses when authorized by the Common Council:
 - a. Archery ranges, boat mooring and rental, campgrounds, conservatories, driving ranges, firearm ranges, gymnasiums, ice boating facilities, music halls, polo fields, riding academies, stadiums and zoological and botanical gardens, provided that the use has a minimum parcel area of three (3) acres.
 - b. Golf courses with country club facilities.

- c. Public, private and parochial schools.
- d. Churches.
- e. Utility substations, pumping stations and towers, provided that the use is not less than fifty (50) feet from any lot line.
- f. Day-care centers.
- g. Collocation/attachment of telecommunication equipment to existing structures.
[Ord. 6536, 10/3/2000]
- 4. Building Height.
 - a. No building or part of a building shall exceed thirty-five (35) feet in height. No accessory building shall exceed fifteen (15) feet in height.
- 5. Yards.
 - a. No building or structure shall be erected, altered or moved closer than forty (40) feet to a lot line.
- 6. Screening and/or Landscape Plan.
 - a. See Section 12.13 of this Subchapter.

12.49 Mixed Residential And Commercial Use Structures

1. General Conditions. Mixed residential and commercial use structures, when permitted in commercial Zoning Districts as special uses, shall be subject to the following conditions: [Ord. 6260, repeal & recreate, 10/29/1996]
 - a. Separate entrances shall be provided for each class of use.
 - b. Off-street parking requirements shall be complied with for each class of use; see Section 12.19 for required spaces. Separate parking areas shall be provided for residential and non-residential uses and shall be clearly defined as such.
 - c. The minimum lot area per dwelling unit shall be in accordance with Section 12.38, RC-2 Residence District. Allowable units shall be reduced by the amount of area devoted to nonresidential use.
 - d. Front, side and rear yard requirements shall conform to the Zoning District in which the proposed development is to be located, but shall not be applied to nonconforming buildings.
 - e. The floor area ratio shall not exceed 1.5.
 - f. There shall be no addition of residential units to existing commercial buildings, unless the criteria contained in this Section are complied with.
[Ord. 6569, 5/15/2001]
 - g. Existing mixed use structures in most cases are non-conforming uses and will remain in that status and the provisions of this Section will not apply, unless the physical characteristics of an existing building are such that they meet all of the aforementioned criteria. [Ord. 6569, 5/15/2001; Ord. 6593 [repeal 12.49(1)(h)], 11/6/2001]
2. Special Use Conditions in the C-1 Central Business District. Buildings constructed before January 1, 1978, shall be exempt from the provisions contained in Section (1), Subparagraphs (b), (c), (f), and (g), provided the following additional conditions are met: [Ord. 6511, 5/2/2000; Ord. 6593, 11/6/2001]
 - a. No residential use will be permitted on ground floor.
 - b. Each dwelling unit shall have its own kitchen facility which will include kitchen sink and space to provide for efficient food preparation, serving and storage, as well as utensil storage and cleaning up after meals.
 - c. Each dwelling unit shall have its own bathroom facility and bathtub or shower.
 - d. Floor plans of all conversions under this Section shall be submitted to and approved by the Plan Commission.
 - e. The Plan Commission shall have the authority to allow for a reduction of not more than ten percent (10%) of any of the above mentioned minimum room

sizes and dimensions in consideration of the existing spatial and structural characteristics of the building under review. Justification for such consideration by the Plan Commission shall be shown by the applicant on the submitted plan.

- f. Credit shall be given for available or authorized public off-street parking spaces located within two hundred (200) feet of the proposed building or use; see Section 12.19 of this Subchapter for required spaces.
- g. All conversions shall comply with all applicable building codes.
- h. Residential uses may be mixed with non-residential uses, provided the commercial use is a permitted or special use in the C-1 Central Business District.
- i. Dwelling units shall conform to the following table for minimum room sizes:

	Minimum Floor Area (Sq. Ft)(iv)				
Name of Space	LU with 0-BR	LU with 1-BR	LU with 2-BR	LU with 3-BR	Least Dimension
Living Room	N/A	160	160	170	11'-0"
Dining Room	N/A	100	100	110	8'-4"
Bedroom (primary) (i)	N/A	120	120	120	9'-4"
Bedroom (secondary)	N/A	N/A	80	80	8'-0"
Combined Space (ii)					
Living & Dining	N/A	210	210	230	11'-0"
Living-Dining-Sleeping	250	N/A	N/A	N/A	11'-0"
Living-Sleeping	210	N/A	WA	N/A	11'-0"
Kitchen-Dining (iii)	100	120	120	140	8'-4"
Other Habitable Room	N/A	80	80	80	8'-0"
<p>NOTES:</p> <p>(i) Primary bedrooms shall have at least one uninterrupted wall space of at least ten (10) feet. (ii) For two (2) adjacent spaces to be considered a combined room, the horizontal opening between spaces shall be at least eight feet (8'-0"), except that between kitchen and dining functions, the opening may be reduced to six feet (6'-0"). Spaces not providing this degree of openness shall meet minimum room sizes required for separate rooms. (iii) These standards apply when the only eating space is in the kitchen. (iv) The floor area of an alcove, or recess off a room, having a least dimension less than required for the room, shall be included only if it is not more than ten percent (10%) of the minimum room size permitted and is useful for the placement of furniture.</p>					

[Ord. 6245, repeal & recreate, 9/3/1996]

Planned Development Regulations

12.60 PDD-1 Planned Development Districts - Residential

1. Purpose. The Common Council of the City of West Allis may, with the consent of the owners, establish Planned Development Districts, with regulations in each District which will over a period of time tend to promote the maximum benefit from coordinated area site planning, diversified location of structures and mixed compatible uses.

Such regulations shall provide for a safe and efficient system for pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and common facilities and insure adequate standards of construction and planning. Such regulations may also provide for the development of the land in such Districts with one or more principal structures and related accessory uses and in such Districts the regulations need not be uniform.

2. Application Conference. Prior to the formal submission of an application for Planned Development District, the applicant shall confer with the Planning Department, and other Departments as may be necessary to obtain information and direction on development plan requirements and procedures.
3. Application. Application for consideration of a Planned Development District shall be made in writing to the Common Council by filing the same with the City Clerk and shall include the following:
 - a. Name, addresses and signatures of the applicant and/or owners of the proposed project, and the names and address of the architect, planner and professional engineer.
 - b. Description of the subject site by lot, block and recorded subdivision, or by meets and bounds, and address of the subject site.
 - c. Preliminary development plan including maps, preliminary building plans and a written statement showing enough of the surrounding area to demonstrate the relationship of the proposed development to adjoining uses, both existing and proposed. The maps shall contain the following information:
 - i. Plat of survey prepared by a registered land surveyor showing all information necessary for a building and zoning permit.
 - ii. The existing topographic features of the land and major grading changes proposed.
 - iii. Existing and proposed land uses.
 - iv. A site plan showing existing and proposed buildings and structures, common open space, open space around buildings and structures and any other existing or proposed improvements.
 - v. Elevation and perspective drawings of all proposed structures and improvements and their accessory buildings.
 - vi. Off-street parking and loading plan.
 - vii. A circulation diagram indicating the proposed movement of goods, vehicles and pedestrians within the proposed area and to and from existing thoroughfares.
 - d. The written statement to accompany the development plans shall contain the following information:
 - i. A statement of the present ownership of all lands in the proposed project;
 - ii. An explanation of the general operation of the planned development;
 - iii. A statement of proposed financing;
 - iv. A statement restricting the project to be constructed, as proposed, with written agreement that the City does have the right to hold building permits for any or all of the project if it does not conform to the original proposal, unless changes have been mutually agreed upon.
 - e. A development schedule as follows:
 - i. The approximate date when the construction of the project can be expected to begin;
 - ii. The stages in which the project will be built and the date when construction of each stage can be expected to begin;
 - iii. The dates when each of the stages can be expected to be completed;
 - iv. Agreements, provisions or covenants which govern the use, maintenance and continued operation of the planned development and any of its common open areas;

- f. A fee of five hundred (\$500) dollars shall be paid upon submission of the Planned Development District application.
 - 4. Permitted Uses. The following uses shall be considered as permitted uses in a Planned Development District:
 - a. Residential.
 - i. Single family detached dwelling.
 - ii. Single family attached dwelling.
 - iii. Two (2) family side-by-side.
 - iv. Two (2) family one above another.
 - v. Multiple family dwelling.

In addition to the above residential uses, retail business and personal service uses may be permitted in a residential Planned Development, provided those uses are approved by the Plan Commission, and that no more than twenty percent (20%) of the total floor area, nor more than twenty percent (20%) of the total land area of the District are devoted to such uses.
 - 5. Development Area. The minimum land area permitted for a Planned Development District shall be one (1) acre.

In order to provide for the best utilization of the project site with relation to topography, open space and recreation areas, structure location and design, flexibility will be allowed in the establishment of population density, setback and side yard restrictions, maximum lot coverage and floor area ratio.
 - 6. Review Procedure. Upon the formal submission of an application for a Planned Development District, along with the proper fee, the Common Council shall refer the application to the Plan Commission for review and recommendation. As a result of this recommendation, the Common Council shall establish a date for a public hearing and such hearing shall be held prior to any final action by the Common Council.
 - 7. Failure to Begin Planned Development. If no construction has begun or no permanent use has been established in the Planned Development District within one year from the approval of the final development plan, the final development plan and related restrictions and conditions shall lapse and be of no further effect. In its discretion and for good cause, the Common Council may extend for not more than one additional year, the period for the beginning of construction on the establishment of a permanent use. If a final development plan and related restrictions and conditions lapse under the provisions of this Section, the City Clerk shall file a notice of revocation with the Register of Deeds of Milwaukee County.
 - 8. Changes and Amendments. No changes shall be made in the approved final development plan and related restrictions and conditions during construction, except upon application under the procedures provided:

Minor changes in location, setting and height of buildings and structures may be authorized by the Plan Commission if required by circumstances not foreseen at the time the final development plan and related restrictions and conditions were approved. All other changes in use, any rearrangement of lots, blocks and building tracts, any changes in the provisions of common open spaces and all other changes in the approved final development plan or related restrictions and conditions must be authorized by the Common Council under the procedures authorized for approval of a Planned Development District. No amendments may be made in the approved final development plan or related restrictions and conditions unless they are shown to be required by changes that have occurred in conditions since the final development plans and related restrictions and conditions were approved or by a change in the development policy of the City.
 - 9. Subdivision and Resale. A Planned Development District shall not be subdivided or resubdivided for purposes of sale or lease without the approval of the Common Council, as required in this Subchapter.

All sections of a subdivided Planned Development District shall comply with the final

development plan and related restrictions and conditions, as approved by the Common Council, unless changes thereto have been approved in accordance with this Section.

10. District Identification. All Residential Planned Development Districts shall be indicated as PDD-1, and each District shall be numbered sequentially 1, 2, 3, 4, etc., since different restrictions may apply to each District.

12.61 PDD-2 Planned Development Districts - Commercial And Industrial Districts

1. Intent. The regulations of this District are intended to allow for greater flexibility and design freedom than would be permitted by the standard application of normal District regulations, in the case of tracts of land of suitable size and appropriate location, where the unified and planned development of such tract would make possible more desirable utilization of the site and produce a more aesthetically satisfying and economically desirable development than would result from the application of normal district controls.
2. Application of Regulations.
 - a. The regulations of this District herein set forth shall apply as an "overlay" of permissive and regulatory grant upon the regulations of all basic underlying existing Commercial and Industrial Districts.
 - b. Individual uses and structures, as permitted and regulated by the underlying basic District, shall continue to be subject to the regulations as already established unless they are a part of a proposed Planned Development.
 - c. The unified and Planned Development of a site, in single or corporate ownership at the time of development, may be permitted in a Planned Development Overlay District without the customary division into individual lots, and without requiring compliance to the specific District use regulations or the regulations applicable to uses on individual lots (such as specified building location, size, height, yard, lot size and open space requirements), subject to the regulations of this Subchapter and of the specific Planned Development Overlay District. Individual lots or buildings may subsequently be conveyed to separate ownerships in conformity to the plan as submitted. Where such division has not been indicated on the approved plan, it may be permitted only upon approval by the Common Council based upon submittal of satisfactory evidence that such conveyance will not substantially affect adversely the total Planned Development, as approved, and that maintenance of common areas and necessary utilities are assured.
 - d. Normal standards relative to road design or other engineering matters may be modified in Planned Development consistent with good engineering practice as determined by the City Engineer.
 - e. The application of these regulations shall be to parcels of one acre or more in size.
3. Permitted Uses in a Planned Development. In a Planned Development under the regulations of this Subchapter, all permitted uses shall be conditional upon the determination as to their appropriateness within the context of the City's Master Plan, and subject to such conditions as are established as part of the final plan approval.
 - a. Any uses permitted in an underlying Commercial or Industrial District may be permitted in a Planned Development.
 - b. Where the underlying zoning is entirely commercial, any use permitted in a Commercial District may be permitted and, in addition, any residential use may be permitted where, in the opinion of the Common Council, the economic resource to the community in terms of the commercial potential of such land was not being wasted, and where the addition of the residential development would not substantially affect adversely the planned provision for municipal services.
 - c. Where the underlying zoning consists of a mixture of Commercial and

Manufacturing Districts, any commercial or industrial use may be permitted according to the appropriate ratio and interrelationship established by the underlying zoning. Such ratio and interrelationship may be modified by the City where, in its opinion, such modification would not result in substantial adverse effect upon the City's Comprehensive Plan or the planned provision for municipal services.

- d. In addition to accessory uses permitted in the underlying basic District, such uses as a recreational area, pavilion or similar use designed as an accessory amenity or service to the Planned Development may be permitted.

4. Procedure.

- a. Pre-application Conference. Prior to the formal submission of an application for consideration of a Planned Development District, the applicant shall confer with the Planning Office and other Departments as may be necessary to obtain information and direction on development plan requirements and procedures.
- b. Application. Application for consideration of a Planned Development District shall be made in writing to the Common Council by filing the same with the City Clerk and shall include the following:
 - i. Name, addresses and signatures of the applicant and/or owners of the proposed project, and the names and addresses of the architect, planner and professional engineer.
 - ii. Description of the subject site by lot, block and recorded subdivision, or by meets and bounds, and address of the subject site.
 - iii. A general development plan including maps, preliminary building plans and a written statement showing enough of the surrounding area to demonstrate the relationship of the proposed development to adjoining uses, both existing and proposed. The maps shall contain the following information:
 - (1) Plat of survey prepared by a registered land surveyor showing all information necessary for a building and zoning permit.
 - (2) The existing topographic features of the land and major grading changes proposed.
 - (3) Existing and proposed land uses.
 - (4) A site plan showing existing and proposed buildings and structures, common open space, open space around buildings and structures and any other existing or proposed improvements.
 - (5) Elevation and perspective drawings of all proposed structures and improvements and their accessory buildings.
 - (6) Off-street parking and loading plan.
 - (7) A circulation diagram indicating the proposed movement of goods, vehicles and pedestrians within the proposed area and to and from existing thoroughfares.
 - (8) Location of refuse collection areas.
 - (9) The location and size of storm, sanitary and water facilities.
 - (10) Landscaping and screening plan.
 - iv. The written statement to accompany the development plans shall contain the following information:
 - (1) Evidence that the applicant has legal interest in the lands encompassed within the Planned Development.
 - (2) A statement of present ownership of all lands in the proposed project.
 - (3) Statistical data on total size of project area, area of open space, density computation and proposed number of residential units, population analysis, impact upon municipal services and any other similar data pertinent to a

- comprehensive evaluation of the proposed development.
- (4) A general summary of financial factors such as value of structures, estimated improvement costs, amount proposed for landscaping and special features, estimated sale or rental price and total anticipated development cost of the project.
 - (5) General outline of intended organizational structure related to property owner's association, deed restrictions and provision of services.
 - (6) A statement of proposed financing.
 - (7) A statement restricting the project to be constructed, as proposed, with written agreement that the City does have the right to hold building permits for any or all of the project if it does not conform to the original proposal, unless changes have been mutually agreed upon.
 - (8) A development schedule as follows:
 - (A) The approximate date when the construction of the project can be expected to begin.
 - (B) The stages in which the project will be built and the date when construction of each stage can be expected to begin.
 - (C) The dates when each of the stages can be expected to be completed.
 - (D) Agreements, provisions or covenants which govern the use, maintenance and continued operation of the Planned Development and any of its common open area.
 - (E) A fee of five hundred dollars (\$500) shall be paid upon submission of the Planned Development District application.
5. Review Procedure. Upon the formal submission of an application for a Planned Development District, along with the proper fee, the Common Council shall refer the application to the Plan Commission for review and recommendation. As a result of this recommendation, the Common Council shall establish a date of the public hearing and such hearing shall be held prior to any final action by the Common Council. Such hearing requires a Class II Notice.
6. Basis for Approval.
- a. Consistency. That the proposed development is consistent with the spirit and intent of this Subchapter, is in conformity with the general character of the City and would not be contrary to the general welfare and economic prosperity of the City or of the immediate neighborhood, but rather that the benefits from improved design of the resultant development justifies the variation from the normal requirements of this Subchapter through the application of a Planned Development Overlay District.
 - b. Demonstrated Competent Planning. That the proponents of the proposed development have demonstrated that they intend to start and complete construction within a reasonable period following the approval of the project and requested overlay of the Planned Development District, that the project appears economically sound, that the proponents of the proposed development have the financial capacity to carry out the project, as proposed, and intend to commence and complete construction within the time proposed.
 - c. Compatibility with Surrounding Area. That the size, quality and architectural design of all buildings in the project will be compatible with the general character of the City and specifically to the surrounding neighborhood. The following criteria shall be applied in making such determination:
 - i. No building shall be permitted the design or exterior appearance of

which is of such unorthodox or abnormal character, in relation to the surroundings, as to be unsightly or offensive to generally accepted taste.

- ii. No individual building shall be permitted the design or exterior appearance of which is so identical with those adjoining as to create excessive monotony and drabness. In applying this standard to attached or row buildings, to apartment groupings or commercial centers, the overall composition and aesthetic effect shall be considered.
- iii. No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades and presents an attractive appearance to the public and to the surrounding properties.
- iv. No building shall be permitted to be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in that area or which would unreasonably affect adversely the beauty and general enjoyment of existing residence on adjoining properties. **[Ord. 6562 [repeal 12.61(6)(d), (e) and (f)], 3/6/2001]**

7. Commercial Developments.

- a. That the economic practicability of the proposed development can be justified on the basis of purchasing potential, competitive relationship and demonstrated tenant interest.
- b. That the proposed development will be adequately served by off-street parking and truck service facilities.
- c. That the locations for vehicular entrances and exits have been designed to prevent unnecessary interference with the site and efficient movement of traffic on surrounding streets and that the development will not create an adverse effect upon the general traffic pattern of the area.
- d. That the architectural design, landscaping, control of lighting and general site development will result in an attractive and harmonious service area compatible with and not creating a substantially adverse effect upon the property values of the surrounding neighborhood.

8. Industrial Developments.

- a. That the operational character, physical plant arrangement and architectural design of buildings will be compatible with contemporary performance standards and industrial development design and will not produce an effect upon the property values of the surrounding neighborhood substantially incompatible with that anticipated under the City's Comprehensive Plan for development.
- b. That the proposed development will have adequate provisions for off-street parking and truck service areas and will be adequately served by rail or highway facilities.
- c. That the proposed development is properly related to the total transportation system of the community and will not produce an effect on the safety and efficiency of the public streets substantially incompatible with that anticipated under the City's traffic plans.

9. Mixed Use Developments.

- a. That the proposed mixture of uses produces a unified composite which is compatible within itself and which, as a total development entity, is substantially compatible with the surrounding neighborhood and consistent with the general objectives of this Section.
- b. That the various types of uses conform to the general requirements applicable to projects of such use character.

10. Landscaping and Screening Bond. A surety bond or other form of security in the amount of one hundred twenty-five percent (125%) of the estimated cost of the landscaping and screening warranting and guaranteeing the landscape and screening plan as submitted and approved by the Plan Commission as part of the development. The bond shall be approved by the City Attorney prior to issuance of any building permits.
11. Determination. The Common Council, after due consideration, may deny the petition, approve the petition as submitted or approve the petition subject to additional conditions. Such approval shall constitute approval of the zoning change to impose this Planned Development Overlay District and of the specific project development plan.
12. Approval.
 - a. The approval of an application and consequent amending of the Zoning Map by overlay of this Planned Development Overlay District shall be based on, and include as conditions thereto, the building, site and operational plans for the development, as approved, as well as all other commitments offered or required as regard to project value, character or other factors pertinent to an assurance the proposed development will be carried out basically as presented in the official submittal plan. Detailed construction and engineering plans are conditioned upon the subsequent submittal to, and approval by, the Building Inspector.
 - b. A subdivision development agreement relative to improvements shall be agreed with by the developer and the Board of Public Works.
13. Contract. The developer shall enter into an appropriate contract with the City to guarantee the implementation of the development according to the terms of the conditions established as part of the development plan approval.
 - a. If no construction has begun or no permanent use has been established in the Planned Development District within one year from the approval of the final development plan, the final development plan and related restrictions and conditions shall lapse and be no further effect. In its discretion and for good cause, the Common Council may extend, for not more than one additional year, the period for the beginning of construction on the establishment of a permanent use. If a final development plan and related restrictions and conditions lapse under the provisions of this Section, the City Clerk shall file a notice of revocation with the Register of Deeds of Milwaukee County.
 - b. After approval of the Planned Development by the Common Council, the developer shall, at the time of application for building permits, pay a fee to the City Treasurer computed on the basis of three hundred dollars (\$300) per unit (residential, commercial or manufacturing). In the event the development consists of more than one billing or more than one phase, the fee shall be for those units for which a building permit is being requested and any credits due for fees previously tendered shall be on a proportional basis.
14. Changes and Amendments. No changes shall be made in the approved final development plan and related restrictions and conditions during construction, except upon application under the procedures provided.

Minor changes in location, setting and height of buildings and structures may be authorized by the Plan Commission if required by circumstances not foreseen at the time the final development plan and related restrictions and conditions were approved. All other changes in use, any rearrangement of lots, blocks and building tracts, any changes in the provisions of common open spaces and all other changes in the approved final development plan or related restrictions and conditions must be authorized by the Common Council under the procedures authorized for approval of a Planned Development District. No amendments may be made in the approved final development plan or related restrictions and conditions unless they are shown to be required by changes that have occurred in conditions since the final development plans

and related restrictions and conditions where approved or by a change in the development policy of the City.

15. Compliance.

- a. Upon any question as to compliance of an approved Planned Development, with the conditions and regulations as herein established and made specifically applicable to such development, the appropriate responsible party shall be given at least fifteen (15) days notice to appear before the Plan Commission to answer such charge of noncompliance.
- b. If the Plan Commission finds the change substantiated and does not receive adequate assurance that the situation will be corrected within a reasonable time, as determined by the Plan Commission, it shall then recommend to the Common Council appropriate action to secure compliance or to revoke the approval of the development plan. Upon such revocation, no further building permits shall be issued within the project until approval has been reinstated in whole or part. In the case of failure to resolve the problem or to complete the development for any reason, the Common Council may require revision of the development plan to whatever degree is deemed necessary to achieve modified development with consideration of the specific problems of adjustment to the surrounding neighborhood consistent with the spirit and intent of the basic zoning regulations and of the original grant of the Planned Development approval.

12.62 SPBD - Special Public Building District

1. Purpose. The purpose of the Special Public Building District is to provide for and promote the most desirable private reuse of public building facilities which have special character, historic or aesthetic interest or other significant value, but are no longer needed for any public use or purpose; all in accordance with a well considered plan to conserve the value of such facilities and minimize any adverse effects the reuse may have on the surrounding area; and, thereby promote the sound growth of the community and otherwise preserve and protect the public health, safety and general welfare.
2. Special Public Building District. There is hereby created a Special Public Building District which may be used for the reuse of any public building facilities no longer needed for any public use or purpose. The general plan for reuse of any such facilities approved by the Common Council shall constitute the zoning regulations for the District. In approving any such plan, the Common Council may authorize modification of specified zoning regulations that may otherwise be applicable to any such reuse.
3. Public Hearing. A Special Public Building District may be created by the Common Council only after public hearing. Notice of such hearing shall be published as a Class 2 notice under Chapter 985 of the Wisconsin Statutes.
4. Application. Applications for special zoning designation hereunder shall be made in writing to the Common Council, as provided for Planned Developments under this Code.
5. Amendments. No changes shall be made in a final approved general plan for reuse and related restrictions and conditions, except upon further application, as herein provided.

[Ord. 6340, 10/21/1997]

~~Subchapter I Zoning Code (Repealed)~~

~~Preliminary Provisions (Repealed)~~

~~General Provisions (Repealed)~~

~~Zoning District Regulations (Repealed)~~

~~Planned Development Regulations~~ (Repealed)

~~{Ord. 6149, 2/7/1995}~~

~~Preliminary Provisions~~

SECTION 2: **AMENDMENT** “Chapter 12 Zoning And City Planning” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

Chapter 12 ~~Zoning And~~ City Planning

SECTION 3: **ADOPTION** “Chapter 19 Zoning Code” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

Chapter 19 Zoning Code(*Added*)

SECTION 4: **ADOPTION** “19.01 Zoning Map” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.01 Zoning Map(*Added*)

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

Official West Allis Zoning Map (effective [insert date])

SECTION 5: **ADOPTION** “Subchapter I Administration” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

Subchapter I Administration(*Added*)

SECTION 6: **ADOPTION** “Subchapter II Districts” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

Subchapter II Districts(*Added*)

SECTION 7: **ADOPTION** “Subchapter III Uses” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

Subchapter III Uses(*Added*)

SECTION 8: **ADOPTION** “Subchapter IV Structures” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

Subchapter IV Structures(*Added*)

SECTION 9: **ADOPTION** “Subchapter V Planned Development” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

Subchapter V Planned Development(*Added*)

SECTION 10: **ADOPTION** “19.11 General Provisions” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.11 General Provisions(*Added*)

1. Application. The regulations in this chapter are adopted pursuant to Wis. Stat. 62.23(7) (am). This Chapter shall not be construed to legalize the use of land or construction of a structure in any manner that violates any other law.
2. Use. No building or premises shall be used, in whole or in part, except as explicitly authorized by this Chapter as specified for the Zoning District in which any such building or premises is located.
3. Structures. All structures shall conform to the requirements established in this Chapter for the Zoning District in which each structure is located.
4. Legal Nonconforming Structures and Uses. All structures lawfully erected and uses lawfully established prior to the effective date of this Chapter, or any amendment, may

continue only to the extent allowed by state law. Any nonconforming structure or use shall comply with this Chapter upon no longer qualifying as a legal nonconforming structure or use under state law.

5. Principal Buildings Limited. Every building hereafter erected or structurally altered shall be located on a lot. There shall be no more than 1 principal building on a lot except in the case of those lands developed as a Planned Development under this Chapter.
6. Unoccupied Lots: Where a lot is occupied for a permitted use without buildings or structures, side yard and front yard requirements normally associated with the Zoning District in which the lot is located shall be maintained, unless otherwise stipulated in this Chapter, except that side yards shall not be required on lots used for garden purposes without buildings or structures or on lots used for public recreational purposes.
7. Yards Apply to Single Building: No required yard or other open space around an existing building shall be considered as providing a yard or open space for any other building or for any other lot on which a building may be erected.
8. Exemptions for City Premises: The regulations established in this Chapter are not enforceable against the City.
9. Root River Flood Control District: Within the area shown and designated on the Official Zoning Map as the Root River Flood Control District, no building or structure shall be erected, no existing building or structure shall be structurally altered, no building or structure shall be moved into the said area and no use of land shall be made except, in addition to all other applicable regulations of this Chapter, in compliance with the specific regulations of the Root River Flood Control District. The regulations of the Root River Flood Control District shall be construed as supplementary to the regulations imposed on the same lands by any underlying zoning regulations. When flood control and underlying zoning regulations conflict, the most restrictive regulations shall govern.
10. The Building Inspector and Director of Development or their designees shall administer and may enforce the provisions of this Chapter.

SECTION 11: **ADOPTION** “19.12 Penalties” of the City Of West Allis
Municipal Code is hereby *added* as follows:

ADOPTION

19.12 Penalties(*Added*)

1. Any person, firm or corporation violating any provision of this Chapter shall, for each offense, forfeit not less than \$25, nor more than \$500, together with the costs of prosecution. Each day a violation of a provision of this Chapter continues constitutes a separate offense.
2. In case any building or structure is or is proposed to be erected, constructed or reconstructed or any building, structure or premises is proposed to be used in violation of the provisions of this Chapter, the Building Inspector or the City Attorney or any adjacent or neighboring property owner who would be specially damaged by such violation, may, in addition to other remedies provided by law, institute injunction, mandamus, abatement or any other appropriate action or proceeding to prevent, enjoin, abate or remove any such violation.

SECTION 12: **ADOPTION** “19.13 Site Plan Review” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.13 Site Plan Review(*Added*)

1. No building permit for the construction of any building, structure, or project to which this section applies shall be issued until a site and architectural plans for that building, structure, or project have been reviewed and approved pursuant to this section. Site improvements not requiring a building permit but subject to site plan approval shall not be commenced until approved pursuant to this section.
2. Authority
 - a. Except as otherwise stated, site plan approval by the Plan Commission is required for any of the following:
 - i. new construction
 - ii. change of use
 - iii. additions to existing buildings
 - iv. exterior alterations
 - v. repairs to existing buildings for which a building permit is required
 - vi. conducting a conditional use
 - vii. site changes
 - b. Site plan approval by the Plan Commission or Planning and Zoning Office is required for any of the following:
 - i. New construction of a 1- or 2-unit dwelling
 - ii. Conversion with exterior modification of a 1- or 2-unit dwelling
 - c. In approving any site plan, the Plan Commission or, if applicable, the Common Council shall have the authority to stipulate those conditions it deems necessary to protect the public interest and to secure compliance with this section.
 - d. The Plan Commission shall have the authority to adopt reasonable rules and regulations relative to the exercise of its powers under this section. Such rules may include specific site and architectural design criteria that serve to implement the general standards set forth in this section. Rules will become effective only after they have been approved by the Common Council following due notice and public hearing. Publication of this notice will be as required for a Class 2 notice under Wisconsin Statutes.
 - e. As a condition of approving a site plan, the Plan Commission may require that the applicant provide a security bond, letter of credit or cash deposit to ensure the completion of all required site improvements.
 - i. The form of the bond or other security, if any, shall be prescribed by the Plan Commission.
 - ii. The amount of any bond or other security may not exceed 125% of the estimated cost of the site improvements and may be reduced over the life of the construction of the project as elements are completed; however, even if the amount is reduced, the bond or other security will remain in force until all required site improvements have been completed and approved by the Building Inspector.
 - iii. The Plan Commission may require more than 1 estimate from licensed contractors to determine the value of the bond or security.
 - f. The Plan Commission shall have the power to approve, approve with conditions, or reject a site plan based on the requirements specified in this section and those rules adopted and approved pursuant to this section.

3. Procedure

- a. Application. The applicant must submit an application with the Planning & Zoning Office. The application shall include the following:
 - i. Completed application and fee listed in the Fee Schedule.
 - ii. Project description.
 - iii. Site plan.
 - b. Plan Commission Review. Site and building designs shall:
 - i. Provide for the placement of all site elements necessary to create a safe, functional, convenient, healthful, durable and attractive environment.
 - ii. Preserve the positive features of the site to the extent possible and minimize their destruction or harmful alteration. In particular, site and landscape designs shall protect mature trees and soils and use landscaping and natural features to manage and infiltrate stormwater runoff wherever practicable.
 - iii. Ensure that all developments function within the context of the site and the surrounding area. Site designs shall eliminate, or if not possible to eliminate, mitigate potential hazards created by the proposed development.
 - iv. Be designed in accordance with site and architectural design criteria adopted and approved by the plan commission.
 - c. Plan Commission Decision. The Plan Commission may approve, approve with conditions, or reject the application.
 - i. The Plan Commission decision shall be in writing and contain a statement of reasons for its action. Any conditions of approval shall be specifically stated in the decision. A copy of the Plan Commission decision will be sent to the applicant and owner, if different from the applicant.
 - ii. The Plan Commission decision on an application shall be issued within 60 days of filing of the application with the Planning & Zoning Office unless the applicant has agreed in writing to an extension.
 - d. Appeals. Any person aggrieved by a decision of the Plan Commission under this section may appeal that decision to the Common Council.
4. Effect of Approval. Building permits and certificates of occupancy shall be consistent with plans approved by the Plan Commission. Construction, location and use of all buildings and structures shall also be consistent with the approved plans.
 - a. Sites, buildings, and structures will be completed and maintained in accordance with the final plans approved pursuant to this section.
 - b. Approved plans will run with the land and will remain in effect regardless of changes in ownership of the subject property.
5. Approval Expiration. Approval will expire 1 year from the date of approval unless construction is underway, or the applicant has been granted a valid building permit. If construction is underway or a building permit has been granted after 1 year from the date of approval, the approval will expire if construction is not completed within 2 years of the Plan Commission decision. ~~Extension of Time:~~ An extension of time of the time limitations may be granted by the Plan Commission with the following criteria:
 - a. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit an extension fee. The fee may be waived at the discretion of the Planning & Zoning Manager.
 - b. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.

- c. The request for extension shall be submitted within 60 days of the expiration of the Plan Commission approval, and the Plan Commission shall decide on the length of the requested extension of time.
- 6. Revocation. The Plan Commission shall have the authority to revoke its approval of a site and/or architectural plan if the provisions of that plan are not fully implemented.
- 7. Conditional Occupancy. In the event the completion of all required site improvements is delayed due to work stoppages, extraordinary or seasonal weather conditions or damage caused by fire, or other casualty, a conditional occupancy for the project, or any part thereof, may be approved by the Building Inspector.
 - a. This approval shall be subject to whatever terms and conditions are deemed necessary by the Building Inspector to protect the public interest and promote and secure compliance with the purposes and intent of this section. No conditional occupancy will be allowed unless the improvements to be occupied are approved for occupancy by the Building Inspector.
 - b. All required site improvements will be completed within a period set by the Building Inspector from the date of approval of the conditional occupancy.
 - c. The approval of a conditional occupancy will not be interpreted as a waiver of any of the applicant's obligations under this section, except to extend the time for completion of the site improvements.
- 8. Re-Application. No application which has been wholly, or in part, rejected may be resubmitted until at least 1 year from the date of the final action of the Plan Commission, except in the case of newly discovered evidence or proof of changed conditions.
- 9. Amendments. No modification or alteration of any plan approved pursuant to this section will be permitted unless approved in writing by the Plan Commission.
 - a. An application for any such alteration or modification shall be filed with the Plan Commission on a form approved by the Plan Commission.
 - b. Alterations and modifications shall be subject to the same standards and criteria as original applications and shall be in conformance with all the provisions of this section.

SECTION 13: **ADOPTION** “19.14 Conditional Use Review” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.14 Conditional Use Review(*Added*)

- 1. Conditional Uses Necessary. Within each Zoning District, there are various permitted uses. There are also various other uses which are required for the public convenience but are potentially incompatible with permitted uses and which can have a deleterious impact on the surrounding area. This impact cannot be predetermined or controlled by general regulations. In addition, these conditional uses cannot always be confined to specific Zoning Districts. Therefore, to ensure compatibility with the neighborhoods in which they may be located, it is necessary that these conditional uses not be permitted as a matter of right, but only after appropriate review and approval as provided by this Section. Conditional uses shall be granted by the Common Council, as provided under the provisions of the Section and Wis. Stat. 62.23(7)(de).
- 2. Standards for Approval
 - a. The establishment, maintenance or operation of the conditional use will not be

detrimental or endanger the public health, safety, morals, comfort or general welfare and will not otherwise conflict with the purpose and intent of this Chapter.

- b. The use, value and enjoyment of other property in the surrounding area for permitted uses will not be substantially impaired or diminished by the establishment, maintenance or operation of the special use.
- c. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for permitted uses in the Zoning District.
- d. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.
- e. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in the public streets.
- f. Adequate measures have been or will be taken to encourage 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.
- g. The conditional use will comply with all additional regulations imposed on it by the particular provision of this Chapter authorizing such use.

3. Authority

- a. In granting any conditional use, the Common Council shall have the authority to change the minimum or maximum requirements specified for such uses in the respective Zoning Districts and shall establish such regulations and impose such conditions and restrictions on the use as are reasonably necessary to secure compliance with the standards set forth in this section and chapter.
- b. The regulations that are established and any conditions and restrictions that are imposed shall be expressly set forth in the resolution granting the conditional use and shall govern the development, use and occupancy of the property, subject to such other required permits and approvals, including, but not limited to site and architectural approvals required under this Chapter and a building permit under Chapter 13 of this Code.
- c. The Common Council may limit the conditional use permit's duration, its transferability, and its renewal after expiration.

4. Procedure

- a. Application. The applicant must submit an application with the Planning & Zoning Office. The application shall include the following:
 - i. Completed application and fee listed in the Fee Schedule.
 - ii. Project description.
 - iii. Site plan.
- b. Addition to Common Council Agenda. Upon receipt of an application, the City Clerk will place the application on the agenda of the Common Council. The Common Council will refer the matter to the City Plan Commission and Safety and Development Committee for review and a recommendation.
- c. Plan Commission Review. The City Plan Commission will review the Site plans associated with the Conditional Use application.
- d. Safety and Development Committee Review. The Safety and Development Committee of the Common Council will meet to review the recommendations of the Plan Commission. Members of the public will be allowed to address the Committee with the approval of the Chair. The Safety and Development Committee will make its own decision on the application which may agree or disagree with that of the Plan Commission. The decision of the Committee will be forwarded to the Common Council along with the recommendation of the Plan Commission.
- e. Common Council Public Hearing. Any public hearing required by Wis. Stat. 62.23(7)(de)3. shall be held by the Common Council. Notice of the time and place of the hearing shall be made in the official City newspaper as a Class II

- f. Common Council Decision. Following the public hearing and receipt of the recommendations of the Plan Commission and the Safety and Development Committee, the Common Council will render a final decision on the application. This decision will be to approve, disapprove or refer the application back to the Safety and Development Committee for further study.
 - i. The Common Council will render its written decision within 60 days of the close of the public hearing. The written decision will include all the reasons for granting or denying the permit, including specific reference to the standards found in Subsection (1) and a record of the vote of the Common Council. The City Clerk will mail the written decision to the applicant.
 - ii. A majority vote of the Common Council is necessary to permit or deny a special use.
5. Effect of Approval. Building permits and certificates of occupancy shall be consistent with plans approved by the Common Council. Construction, location and use of all buildings and structures shall also be consistent with the approved plans.
 - a. Sites, buildings, and structures will be completed and maintained in accordance with the final plans approved pursuant to this section.
 - b. Approved plans will run with the land and will remain in effect regardless of changes in ownership of the subject property.
6. Approval Expiration. Approval will expire 1 year from the date of approval unless construction is underway, or the applicant has been granted a valid building permit. If construction is underway or a building permit has been granted after 1 year from the date of approval, the approval will expire if construction is not completed within 2 years of the Plan Commission decision. An extension of time of the time limitations may be granted by the Plan Commission with the following criteria:
 - a. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit an extension fee. The fee may be waived at the discretion of the Planning & Zoning Manager.
 - b. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.
 - c. The request for extension shall be submitted within 60 days of the expiration of the Plan Commission approval, and the Plan Commission shall decide on the length of the requested extension of time.
7. Revocation. The Plan Commission shall have the authority to revoke its approval of a site and/or architectural plan if the provisions of that plan are not fully implemented.
8. Conditional Occupancy. In the event the completion of all required site improvements is delayed due to work stoppages, extraordinary or seasonal weather conditions or damage caused by fire, or other casualty, a conditional occupancy for the project, or any part thereof, may be approved by the Building Inspector.
 - a. This approval shall be subject to whatever terms and conditions are deemed necessary by the Building Inspector to protect the public interest and promote and secure compliance with the purposes and intent of this section. No conditional occupancy will be allowed unless the improvements to be occupied are approved for occupancy by the Building Inspector.
 - b. All required site improvements will be completed within a period set by the Building Inspector from the date of approval of the conditional occupancy.

- c. The approval of a conditional occupancy will not be interpreted as a waiver of any of the applicant's obligations under this section, except to extend the time for completion of the site improvements as provided in b.
- 9. Re-Application. No application which has been wholly, or in part, rejected may be resubmitted until at least 1 year from the date of the final action of the Plan Commission, except in the case of newly discovered evidence or proof of changed conditions.
- 10. Amendments. No modification or alteration of any plan approved pursuant to this section will be permitted unless approved by the Common Council.
 - a. Any application for an alteration, extension or other modification will be filed and processed as an original application under this section.
 - b. Alterations and modifications shall be subject to the same standards and criteria as original applications and shall be in conformance with all the provisions of this section.
 - c. Maintenance, repair or renovation of existing buildings, structures or improvements and alterations, extensions or other modifications of such buildings and structures which do not increase, intensify, expand, or substantially change the character of the conditional use do not require approval by the Common Council

SECTION 14: **ADOPTION** “19.15 Board Of Appeals” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.15 Board Of Appeals(*Added*)

1. The Board shall operate under Wis. Stat. 62.23(7)(e) and may adopt procedural rules in accordance with the provisions of this section.
2. Appeals to the board of appeals may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the administrative officer within 30 days after notice of the decision by filing with the officer from whom the appeal is taken and with the board of appeals a notice of appeal specifying the grounds thereof.
3. In granting a variance, the Board may specify, in writing to the applicant, such conditions of the variance that will, in its judgment, substantially secure the objectives of the regulations or provisions to which the variance applies. A variance is only valid only upon complying with any specified conditions.
4. No application or appeal which has been denied, wholly or in part, by the Board may be resubmitted for a period of 1 year from the date of the last denial, except on the grounds of new information or changed conditions which are found valid by the Board upon inspection.
5. A variance granted under this section shall expire if the action authorized by the variance is not commenced within 6 months after granting the variance or the board grants an extension of time.
6. Nothing in this section shall preclude the granting of special exceptions by the city plan commission or the common council.

SECTION 15: ADOPTION “19.16 Definitions” of the City Of West Allis
Municipal Code is hereby *added* as follows:

ADOPTION

19.16 Definitions(*Added*)

The terms below shall have the following meanings within this chapter:

<u>Term</u>	<u>Definition</u>
<u>Accessory Building</u>	<u>Any building other than the principal building</u>
<u>Accessory Dwelling Unit</u>	<u>A dwelling unit other than the principal dwelling unit</u>
<u>Accessory Structure</u>	<u>Any structure other than a principal building</u>
<u>Accessory Use</u>	<u>A subordinate use which is clearly and customarily incidental to the principal use on the lot</u>
<u>Adult-Oriented Entertainment</u>	<u>The use of a lot in the manner described in WAMC 9.28</u>
<u>Alcohol Beverage Sales</u>	<u>The retail sale of alcohol beverages in the manner described in Wis. Stat. 125.25 and 125.51(2)</u>
<u>Ambulance Services</u>	<u>The use of a lot in the manner described under Wis. Stat. 256.01(3)</u>
<u>Animal Boarding</u>	<u>The boarding, breeding, or training of animals for compensation</u>
<u>Automobile Part Sales</u>	<u>The retail sale of automobile components or accessories</u>
<u>Bed and Breakfast</u>	<u>The use of a lot in the manner described in Wis. Stat. 97.01(1g)</u>
<u>Bicycle Parking Space (indoor)</u>	<u>An area inside a building designated for the parking of 1 bicycle</u>
<u>Bicycle Parking Space (outdoor)</u>	<u>An area outside a building designated for the parking of 1 bicycle</u>
<u>Bicycle Rack</u>	<u>A structure used to provide bicycle parking space</u>
<u>Building</u>	<u>A structure that shields persons or property from the elements</u>
<u>Building Area</u>	<u>The total area of a building bounded by its exterior walls</u>
<u>Building Coverage</u>	<u>The sum of all building areas on a lot</u>
<u>Building Height</u>	<u>The vertical distance measured from the average established grade at the front lot line to the highest point of a building, including all appurtenances</u>
<u>Car Wash Service</u>	<u>The washing and cleaning of motor vehicles for compensation</u>
<u>Child Care Center</u>	<u>The use of a lot in the manner described in Wis. Stat. 49.136(1) (ad)</u>
<u>Civic Institution</u>	<u>Unless more specifically defined, the use of a lot by a governmental entity</u>
<u>Commercial Light Industrial Flex</u>	<u>The light industrial use of a lot to distribute goods that are also sold in an on-site retail space</u>
<u>Community Living</u>	<u>The use of a lot in the manner described in Wis. Stat. 46.03(22),</u>

<u>Arrangement</u>	<u>48.743(1), 48.02(6), or 50.01(1)</u>
<u>Conditional Use</u>	<u>A use that is allowed upon meeting all conditions specified in the code and those imposed by the common council</u>
<u>Crematory</u>	<u>The use of a lot in the manner described in Wis. Stat. 440.70(8)</u>
<u>Donation Center</u>	<u>The receiving of donated goods from the public for redistribution to the public at no cost</u>
<u>Drive-Through Service</u>	<u>The delivery of products or services to customers while the customer is inside a vehicle</u>
<u>Dry Cleaning</u>	<u>The use of a lot in the manner described in Wis. Stat. 77.996(2)</u>
<u>Dwelling Unit</u>	<u>A structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one or more persons maintaining a common household, to the exclusion of all others</u>
<u>Employment Agency</u>	<u>The use of a lot in the manner described in Wis. Stat. 111.32(7)</u>
<u>Event Space</u>	<u>The use of a lot for the gathering of individuals at a specific time for direct or indirect compensation</u>
<u>Family Child Care Home</u>	<u>The use of a lot in the manner described in Wis. Stat. 66.1017(1)(a)</u>
<u>Floor Area Ratio</u>	<u>The numerical value obtained through dividing the gross floor area by the total area of the lot</u>
<u>Food Production (limited)</u>	<u>The use of a lot in the manner described in Wis. Stat. 97.29(1)(g) where processed food is available to be sold or distributed directly to a consumer</u>
<u>Fuel Sales</u>	<u>The retail sale of vehicle fuel</u>
<u>Funeral Establishment</u>	<u>The use of a lot in the manner described in Wis. Stat. 445.01(6)</u>
<u>General Retail</u>	<u>Unless more specifically defined, the retail sale of goods within a building that has a gross floor area of 8,000 square feet or greater</u>
<u>General Service</u>	<u>Unless more specifically defined, the sale of services within a building that has a gross floor area of 8,000 square feet or greater</u>
<u>Gross Floor Area</u>	<u>The sum of all areas within a building designed to carry a vertical load, excluding any area used exclusively for off-street parking or equipment that provides utilities or climate control to the building</u>
<u>Heavy Motor Vehicle Sales</u>	<u>The use of a lot in the manner described in Wis. Stat. 218.0101(23) and offering any vehicles having a gross vehicle weight rating of 10,001 pounds or greater</u>
<u>Heavy Motor Vehicle Service</u>	<u>The maintenance, repair, or enhancement of motor vehicles having a gross vehicle weight rating of 10,001 pounds or greater for compensation</u>
<u>Home-Based Business</u>	<u>The use of a lot in the manner described in Wis. Adm. Code SPS 361.04(3m), except a home office</u>
<u>Home Office</u>	<u>The accessory use of a dwelling unit to carry on an occupation for which clients do not meet at the dwelling unit and no packages are sent from the dwelling unit to carry on that occupation</u>

<u>Hospital</u>	<u>The use of a lot in the manner described in Wis. Stat. 50.33(2)</u>
<u>Hotel</u>	<u>The use of a lot in the manner described in Wis. Stat. 97.01(7)</u>
<u>Industrial</u>	<u>Unless more specifically defined, the use of a lot for creating products by combining or connecting other materials</u>
<u>Instruction/Training</u>	<u>The use of a lot for teaching one particular skill or conducting a class on one subject</u>
<u>Large Retail Development</u>	<u>The use of a lot or combination of lots for retail sales with a display area of 50,000 square feet or more</u>
<u>Laundry (self-service)</u>	<u>The use of a lot for laundry services performed by the customer through the use of self-service machines</u>
<u>Light Industrial</u>	<u>The use of a lot for creating products by combining or connecting other materials, but only if 1) no noise, vibration, or odor is reasonably detectible from off the lot, 2) no hazardous materials are stored or processed on the lot, 3) no industrial activities take place outside a building, and 4) no material is disbursed in the air from the lot</u>
<u>Light Motor Vehicle Sales</u>	<u>The use of a lot in the manner described in Wis. Stat. 218.0101(23) and offering only vehicles having a gross vehicle weight rating of 10,000 pounds or less</u>
<u>Light Motor Vehicle Sales (indoor)</u>	<u>The use of a lot in the manner described in Wis. Stat. 218.0101(23) and offering only vehicles having a gross vehicle weight rating of 10,000 pounds or less entirely within a building</u>
<u>Light Motor Vehicle Service</u>	<u>The maintenance, repair, or enhancement of motor vehicles having a gross vehicle weight rating of 10,000 pounds or less for compensation</u>
<u>Limited Use</u>	<u>A use that is allowed upon meeting all conditions specified in the code</u>
<u>Lodging House</u>	<u>Conducting the activities described in Wis. Stat. 779.43(1)(b)</u>
<u>Lot</u>	<u>A distinct parcel, tract, or area of land established by plat, subdivision, or other instrument recorded in the office of the register of deeds</u>
<u>Lot Coverage</u>	<u>The percentage of the lot which is occupied by buildings</u>
<u>Lot Line, Front</u>	<u>If one street borders a lot, the portion of a lot that borders that street. If multiple streets border a lot, the portion of a lot that borders the street deemed primary by the manager of planning and zoning</u>
<u>Lot Line, Rear</u>	<u>The portion of a lot that borders an alley. If no alley exists, the portion of a lot opposite a front lot line.</u>
<u>Lot Line, Side</u>	<u>The portion of a lot that is not a front or rear lot line</u>
<u>Lot Width</u>	<u>The shortest distance between side lot lines at a point midway between the front and rear lot lines</u>
<u>Massage Therapy</u>	<u>The use of a lot in a manner described in Wis. Stat. 460.01(4) for compensation</u>
<u>Medical Clinic</u>	<u>The use of a lot for the provision of outpatient nursing, medical, podiatric, dental, chiropractic, or optometric care and treatment outside of a residence or a hospital</u>

<u>Medical Services</u>	<u>The use of a lot for blood or blood plasma donation, kidney dialysis, birth center services, or treatment of sexually transmitted diseases outside of a residence or a hospital</u>
<u>Narcotic Treatment Service</u>	<u>The use of a lot in a manner described in Wis. Stat. 51.4224(1)(a) outside of a hospital</u>
<u>Neighborhood Retail</u>	<u>Unless more specifically defined, the retail sale of goods within a building that has a gross floor area of less than 8,000 square feet</u>
<u>Neighborhood Service</u>	<u>Unless more specifically defined, the sale of services within a building that has a gross floor area of less than 8,000 square feet</u>
<u>Nicotine Sales</u>	<u>The use of 20% or more of a gross floor area for the retail sale of cigarettes, tobacco products, nicotine products, or any device used to ingest cigarettes, tobacco products, or nicotine products</u>
<u>Nominal Price Retail</u>	<u>The retail sale of primarily inexpensive general merchandise at a price of \$10.00 per item or less</u>
<u>Outdoor Dining</u>	<u>The use of a lot for consumption of food outside of a building on the premises of a restaurant</u>
<u>Outdoor Display</u>	<u>The presentation outside of a building of goods offered for retail sale or examples of goods offered for retail sale</u>
<u>Outdoor Storage</u>	<u>Except for outdoor displays, the placement of any items outside a building for the purpose of storing the items for more than 24 consecutive hours</u>
<u>Parking Lot</u>	<u>A structure that is not a building which is built at grade and used to facilitate the ingress, egress, and parking of motor vehicles</u>
<u>Parking Structure</u>	<u>A building used to facilitate the ingress, egress, and parking of motor vehicles</u>
<u>Pawnbroker Sales</u>	<u>The purchasing and selling of articles or jewelry in a manner described in Wis. Stat. 134.71(1)(e)</u>
<u>Payday Lender</u>	<u>The use of a lot in a manner described in Wis. Stat. 62.23(7)(hi)1.b.</u>
<u>Permitted Use</u>	<u>A use that is allowed without any specified conditions</u>
<u>Principal Building</u>	<u>The building on a lot in which the principal use is primarily conducted.</u>
<u>Principal Dwelling Unit</u>	<u>The dwelling unit or units located within the principal building</u>
<u>Principal Use</u>	<u>A primary or predominant use of a premises</u>
<u>Production/Repair</u>	<u>The accessory use of a lot to produce or service items similar to those sold on-site at retail as a principal use</u>
<u>Public Park</u>	<u>A lot that is primarily used for recreational activity and open to the public at no cost</u>
<u>Public Utility Service Structure</u>	<u>A structure that is exclusively used to provide public utilities</u>
<u>Recreation</u>	<u>The use of a lot for conducting live sports, activities, or games of skill for the entertainment of participants</u>
<u>Recreation (indoor)</u>	<u>The use of a lot for conducting live sports, activities, or games of skill for the entertainment of participants entirely within a</u>

	<u>building</u>
<u>Religious Institution</u>	<u>The use of a lot for the assembly of persons for religious purposes and related use for religious ceremonies, purposes, and events</u>
<u>Research Laboratory</u>	<u>The use of a lot for testing, investigation, development, or verification of scientific processes to advance technology</u>
<u>Residential Care Service</u>	<u>The use of a lot as a nursing home as described in Wis. Stat. 50.01(3), a hospice as described in Wis. Stat. 50.90(1), or a residential care apartment complex as described in Wis. Stat. 50.034</u>
<u>Restaurant</u>	<u>The use of a lot in the manner described in Wis. Stat. 97.01(14g)</u>
<u>Restricted Manufacturing</u>	<u>The preparation, processing, assembling, or packing of a product that may be lawfully advertised as blind-made under Wis. Stat. 47.03(3)(a)</u>
<u>School</u>	<u>The use of a lot for teaching more than one skill or conducting classes on more than one subject</u>
<u>Secondhand Article or Jewelry Sales</u>	<u>The purchasing and selling of articles or jewelry in the manner described in Wis. Stat. 134.71(1)(g) or (h)</u>
<u>Self-Service Storage</u>	<u>A type of light industrial use of a lot in a manner described in Wis. Stat. 704.90(1)(g)</u>
<u>Setback</u>	<u>The distance between a lot line and a building or structure</u>
<u>Short-Term Rental</u>	<u>The use of a lot in a manner described in Wis. Stat. 66.1014(1)(c)</u>
<u>Site Plan</u>	<u>A document or set of documents that show the physical layout of a lot, landscaping arrangement and description, and architectural drawings of any structures located on the lot</u>
<u>Sport Shooting Range</u>	<u>The use of a lot in the manner described in Wis. Stat. 66.0409(1)(c)</u>
<u>State Fair Use</u>	<u>The use of a lot in a manner authorized under Wis. Stat. 42.01</u>
<u>Structure</u>	<u>Any object that is affixed to the ground and not created by nature</u>
<u>Substation</u>	<u>A structure used for the transmission or distribution of electrical power, light, heat, water, gas, sewer, telegraph or telecommunication services</u>
<u>Tavern</u>	<u>The retail sale of alcohol beverages in the manner described in Wis. Stat. 125.26 and 125.51(3)</u>
<u>Theater</u>	<u>The use of a lot for the exhibition of a motion picture or performing arts to the public</u>
<u>Thrift Retail</u>	<u>The receiving of donated goods from the public for on-site sale of those goods to the public</u>
<u>Use</u>	<u>A constant, occasional, or isolated act taking place with or without the knowledge of any person occupying a lot</u>
<u>Utility Pole</u>	<u>A structure described in Wis. Stat. 66.0414(1)(x) or any structure designed solely for the collocation of small wireless facilities</u>
<u>Veterinary Services</u>	<u>The use of a lot for the practice of veterinary medicine under Wis. Stat. 89.02(6)</u>

<u>Warehousing, Private</u>	<u>A type of light industrial use of a lot for the storage of property owned by the operator and intended for wholesale or retail distribution</u>
<u>Warehousing, Public</u>	<u>A type of light industrial use of a lot in the manner described in Wis. Stat. 99.01(3)</u>
<u>Waste Services</u>	<u>The use of a lot as a solid waste facility under Wis. Stat. 289.01(35), pyrolysis facility under Wis. Stat. 289.01(27m), or gasification facility under Wis. Stat. 289.01(9m)</u>
<u>Wireless Support Structure</u>	<u>A structure described in Wis. Stat. 66.0414(1)(zp) that actually used to support small wireless facilities</u>
<u>Yard</u>	<u>Any part of a lot that is not within a building</u>
<u>Yard, Front</u>	<u>The part of a lot from the front lot line to the principal building and any adjacent land (see image)</u>
<u>Yard, Rear</u>	<u>The part of a lot from the rear lot line to the principal building and any adjacent land (see image)</u>
<u>Yard, Side</u>	<u>The part of a lot that is not a rear or front yard</u>

SECTION 16: **ADOPTION** “19.21 Zoning Districts” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.21 Zoning Districts(*Added*)

To regulate and restrict the location of various types of activities and land use, the following zoning districts are created and classified:

Residential Districts	
RA-1	<u>Intended for neighborhoods with primarily 1-unit dwellings on large lots</u>
RA-2	<u>Intended for neighborhoods with primarily 1-unit dwellings on moderate sized lots</u>
RA-3	<u>Intended for neighborhoods with primarily 1-unit dwellings on small lots</u>
RB	<u>Intended for traditional neighborhoods with a diverse array of housing types on small lots</u>
RC	<u>Intended for dense, multi-unit housing development in areas throughout the city</u>
Commercial Districts	
C-1	<u>Intended for the city's historic pedestrian-oriented downtown shopping district</u>
C-2	<u>Intended for a mix of uses in close proximity to residential areas that are compatible with the neighborhood scale</u>
C-3	<u>Intended for commercial development serving the broader community's daily needs</u>
C-4	<u>Intended for large-scale, automobile-oriented commercial development serving the needs of the regional population</u>
Manufacturing Districts	
M-1	<u>Intended for lower-intensity industrial uses in closer proximity to residential and commercial uses</u>
M-2	<u>Intended for higher-intensity industrial uses that should be separated from residential and commercial uses</u>
Unclassified Districts	
P	<u>Intended to provide areas for open space, recreation, and preservation of natural resources</u>
SF	<u>Intended for State Fair grounds</u>

SECTION 17: **ADOPTION** “19.22 Split Zoning” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.22 Split Zoning(*Added*)

Where a Zoning District boundary line runs approximately parallel to a street and divides a lot with street frontage in the less restricted Zoning District, the provisions of this chapter covering the less restricted portion of the lot may extend to the entire lot, but in no case more than 25 feet of such Zoning District boundary line. Where such Zoning District boundary line divides a lot with street frontage in a more restricted zone, the provisions of this Subchapter covering the more restricted portion of such lot shall extend to the entire lot. Where a Zoning District boundary line divides a lot and such line is normal or approximately normal to the street upon which the lot fronts, the provisions of this Subchapter covering the less or more restricted portion of such lot may be extended to the entire lot, but in no case more than 25 feet from such Zoning District boundary line.

SECTION 18: **ADOPTION** “19.31 Zoning Use Determination” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.31 Zoning Use Determination(*Added*)

1. Determination of Substantially Similar Uses: When a use cannot be reasonably classified or appears to fit into multiple use categories, subcategories, or specific use types, in accordance with Wis. Stat. 62.23(7)(am), the Planning and Zoning Manager is authorized to determine the most similar and thus most appropriate use category, subcategory, or specific use.
 - a. This determination should be made based on the actual or projected characteristics of the principal use or activity in relationship to the use category, subcategory, and specific use type descriptions provided in this chapter.
 - b. To make use determinations, the Planning and Zoning Manager should consider:
 - i. The types of activities that will occur in conjunction with the use.
 - ii. The types of equipment and processes to be used.
 - iii. The existence, number and frequency of residents, customers, or employees.
 - iv. Parking and loading and site improvement demands associated with the use.
 - v. Other factors deemed relevant to a use determination.
2. Square Footage Distinctions. Whenever a use is identified with a square footage range, the gross floor area shall be used to determine whether a use is permitted, limited, conditional, or not permitted.

SECTION 19: **ADOPTION** “19.32 Principal Uses” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.32 Principal Uses(*Added*)

The following table identifies the principal uses allowed in each zoning district. Each use is given one of the following designations: P (Permitted Use), L (Limited Use), or C (Conditional Use). Uses without a designation are not permitted.

<u>Residential & Lodging</u>	<u>RA -1</u>	<u>R A- 2</u>	<u>RA -3</u>	<u>R B</u>	<u>R C</u>	<u>C- 1</u>	<u>C- 2</u>	<u>C- 3</u>	<u>C- 4</u>	<u>M- 1</u>	<u>M- 2</u>	<u>P</u>	<u>S F</u>
<u>1-Unit Dwelling</u>	P	P	P	P	P	L	L	L	L				
<u>2-Unit Dwelling</u>	L	L	P	P	P	L	L	L	L				
<u>3- to 4-Unit Dwelling</u>				P	P	C	C	C	C				
<u>Dwelling with 5+ Units</u>				C	P	C	C	C	C				
<u>Bed and Breakfast</u>	C	C	C	C	C								

<u>Community Living Arrangement (8 or fewer persons)</u>	P	P	P	P	P		P	P	P				
<u>Community Living Arrangement (9 or more persons)</u>				C	C		C	C	C				
<u>Hotel</u>						C		C	C	C	C		
<u>Lodging House</u>					C								
<u>Residential Care Service</u>	C	C	C	C	C		C	C	C	C	C		
<u>Short-Term Rental</u>	P	P	P	L	L	L	L	L	L	L			
<u>Retail</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
<u>Neighborhood Retail</u>						P	P	P	P	P	P		
<u>General Retail</u>								P	P	P	P		
<u>Large Retail Development</u>								C	C	C	C		
<u>Alcohol Beverage Sales</u>							P	P	P	P	P		
<u>Nicotine Sales</u>								L	L	L	L		
<u>Nominal Price Retail</u>									L				
<u>Pawnbroker Sales</u>									C				
<u>Secondhand Article or Jewelry Sales</u>									C				
<u>Thrift Retail</u>									C				
<u>Service</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
<u>Neighborhood Service</u>						P	P	P	P	P	P		
<u>General Service</u>								P	P	P	P		
<u>Tavern</u>						P	P	P	P	P	P		
<u>Restaurant (limited)</u>						L	L	L	L	L	L		
<u>Restaurant</u>						C	C	C	C	C	C		
<u>Animal Boarding</u>										C	P		
<u>Dry Cleaning</u>								C	C	C	C		
<u>Employment Agency</u>						L	L	L	L	P	P		
<u>Food Production (limited)</u>						C	C	C	C	P	P		
<u>Laundry (self-service)</u>						C	P	P	P	P	P		
<u>Massage Therapy</u>						C	C	C	C	C	C		
<u>Payday Lender</u>									C	C	C		

<u>Civic & Institutional</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Child Care Center	C	C	C	C	C		C	C	C	C	C	C	
Civic Institution					C	C	C	C	C	C	C		
Event Space or Theater (less than 5,000 sq. ft.)					C	P	P	P	P	P	P		
Event Space or Theater (5,000 or more sq. ft.)						C	C	C	C	P	P		
Funeral Establishment							C	C	C	C	C		
Religious Institution	C	C	C	C	C		C	C	C	P	P	C	
School	C	C	C	C	C		C	C	C	C	C	C	
<u>Parks & Recreation</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Public Park	C	C	C	C	C	C	C	C	C	C	C	P	
Instruction/Training (15 or fewer persons at one time)						P	P	P	P	P	P		
Instruction/Training (16 or more persons at one time)						C	C	C	C	C	C		
Recreation (indoor)						C	C	C	C	P	P	P	
Recreation										C	P	P	
Sport Shooting Range									P	P	P		
<u>Manufacturing</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Commercial Light Industrial Flex										C	P		
Light Industrial										L	L		
Heavy Industrial											C		
Restricted Manufacturing								C	C	C	C		
<u>Medical</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Ambulance Services										C	P		
Hospital					C			C	C	C	C		
Medical Clinic						P	P	P	P	P	P		
Medical Service								P	P	P	P		
Narcotic Treatment Service									L	L	L		

<u>Veterinary Services</u>						<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Automotive</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
<u>Automobile Parts Sales</u>								<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Car Wash Service</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>L</u>		
<u>Fuel Sales</u>							<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Heavy Motor Vehicle Sales</u>										<u>C</u>	<u>P</u>		
<u>Heavy Motor Vehicle Service</u>											<u>C</u>		
<u>Light Motor Vehicle Sales (indoor)</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>		
<u>Light Motor Vehicle Sales</u>									<u>C</u>	<u>C</u>	<u>P</u>		
<u>Light Motor Vehicle Service</u>							<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Infrastructure</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
<u>Parking Lot</u>										<u>L</u>	<u>L</u>		
<u>Parking Structure</u>										<u>L</u>	<u>L</u>		
<u>Public Utility Service Structure (less than 25 sq. ft. and less than 6 feet above grade)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	
<u>Public Utility Service Structure (at least 25 sq. ft. or at least 6 feet above grade)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Substation</u>										<u>C</u>	<u>P</u>	<u>C</u>	
<u>Utility Pole</u>										<u>C</u>	<u>C</u>		
<u>Other</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
<u>Adult-Oriented Entertainment</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Donation Center</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Research Laboratory</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>		
<u>State Fair Use</u>													<u>P</u>

SECTION 20: **ADOPTION** “19.33 Limited Use Criteria” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.33 Limited Use Criteria(*Added*)

The following limited uses shall be permitted as principal uses upon satisfying the criteria below.

1. Residential & Lodging

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
<u>1-Unit Dwelling</u>	<u>C-1</u>	<u>Permitted if located above the grade-level floor</u>
<u>1-Unit Dwelling</u>	<u>C-2, C-3, C-4</u>	<u>Permitted if located on a lot platted or recorded prior to the adoption of this ordinance which meets the lot size requirements of RB district</u>
<u>1-Unit Dwelling</u>	<u>C-2, C-3, C-4</u>	<u>Permitted if located on a lot that has another principal use</u>
<u>2-Unit Dwelling</u>	<u>RA-1, RA-2</u>	<u>Permitted on lots with a side or rear lot line adjacent to or separated by an alley from a lot in a commercial or manufacturing district. Common Council may grant exceptions for lots that share a side lot line with a lot adjacent to a commercial or manufacturing district</u>
<u>2-Unit Dwelling</u>	<u>C-1</u>	<u>Permitted if located above the grade-level floor</u>
<u>2-Unit Dwelling</u>	<u>C-2, C-3, C-4</u>	<u>Permitted if located on a lot platted or recorded prior to the adoption of this ordinance which meets the lot size requirements of RB district</u>
<u>2-Unit Dwelling</u>	<u>C-2, C-3, C-4</u>	<u>Permitted if located on a lot that has another principal use</u>
<u>Short-Term Rental</u>	<u>RB, RC, C-1, C-2, C-3, C-4</u>	<u>Permitted if structure is a 1-Unit, 2-Unit, or 3-4 Unit Dwelling</u>

2. Retail

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
<u>Nicotine Sales</u>	<u>C-3, C-4, M-1, M-2</u>	<u>Permitted if the lot is located at least 1,000 feet from any lot where the following are located: lots zoned P, Schools, Libraries, or any lot for which a cigarette and tobacco products retailer license has been issued</u>
<u>Nominal Price Retail</u>	<u>C-4</u>	<u>Permitted if the lot is located more than 1,000 feet from any lot where another Nominal Price Retail use is located</u>

3. Service

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Employment Agency	C-1, C-2, C-3, C-4	Permitted if not providing transportation for temporary employees to work sites
Restaurant (limited)	C-1, C-2, C-3, C-4, M-1, M-2	Permitted if: - gross floor area is less than 2,000 square feet, - premises are closed between 12 a.m. and 6 a.m. at all times, and - premises are closed after 10 p.m. Sunday through Thursday

4. Civic & Institutional

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

5. Parks & Recreation

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

6. Manufacturing

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Light Industrial	M-1, M-2	Self-storage is permitted only if lot is at least 2 acres and at least 20% of the lot is landscaped
<u>Light Industrial</u>	<u>M-1, M-2</u>	<u>Public warehousing is permitted only if at least 20% of the lot is landscaped</u>
<u>Light Industrial</u>	<u>M-1, M-2</u>	<u>Private warehousing is permitted only if at least 20% of the lot is landscaped</u>

7. Medical

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Narcotic Treatment Service	C-4, M-1, M-2	Permitted if the lot is located at least 250 feet from any lot where the following are located: lots in a Residential District or developed for residential use, lots zoned P, Schools, or another Narcotic Treatment Service use

8. Automotive

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Car Wash Service	M-2	Permitted if not located on a lot which shares a lot line with a lot zoned residential

9. Infrastructure

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Parking Lot	M-1, M-2	Permitted only if at least 20% of the lot is landscaped (See Subch. V)
<u>Parking Structure</u>	<u>M-1, M-2</u>	Permitted only if at least 20% of the lot is landscaped (See Subch. V)

10. Other

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

SECTION 21: **ADOPTION** “19.34 Conditional Use Criteria” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.34 Conditional Use Criteria(*Added*)

No conditional use permit may be issued unless the principal use satisfies the criteria below.

1. Residential & Lodging

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

2. Retail

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Pawnbroker Sales	C-4	<u>No conditional use permit may be issued if the lot is located within 3,500 feet from any other lot used for pawnbroker sales or secondhand article or jewelry sales</u>
Secondhand Article or Jewelry Sales	C-4	<u>No conditional use permit may be issued if the lot is located within 3,500 feet from any other lot used for pawnbroker sales or secondhand article or jewelry sales</u>

3. Service

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
Payday Lender	C-4, M-1, M-2	No conditional use permit may be issued if the lot is located within 3,500 feet from any other lot used for payday lender

4. Civic & Institutional

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

5. Parks & Recreation

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

6. Manufacturing

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
<u>Commercial Light Industrial Flex</u>	C-3	No conditional use permit may be issued unless at least 30% of the gross floor area is accessible to the public
<u>Commercial Light Industrial Flex</u>	C-4	No conditional use permit may be issued unless at least 20% of the gross floor area is accessible to the public
<u>Heavy Industrial</u>	<u>M-2</u>	No conditional use permit may be issued for asphalt, cement, or stone processing, mixing, or crushing unless at least 20% of the lot is landscaped and no lot used for nonindustrial purposes is located within 500 feet of the lot
<u>Heavy Industrial</u>	<u>M-2</u>	No conditional use permit may be issued for waster services unless at least 20% of the lot is landscaped and no lot used or zoned for residential purposes is located within 500 feet of the lot

7. Medical

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

8. Automotive

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
<u>Car Wash Service</u>	C-3, C-4, M-1	<u>No conditional use permit may be issued unless no lot zoned for residential purposes is located adjacent to the lot</u>
<u>Light Motor Vehicle Sales</u>	<u>C-4, M-1</u>	<u>No conditional use permit may be issued unless at least 20% of the lot is landscaped and the lot is at least 1 acre</u>
<u>Light Motor Vehicle Service</u>	<u>C-2, C-3, C-4, M-1, M-2</u>	<u>No conditional use permit may be issued unless no lot zoned for residential purposes is located adjacent to the lot</u>
<u>Heavy Motor Vehicle Sales</u>	<u>M-1</u>	<u>No conditional use permit may be issued unless at least 20% of the lot is landscaped and the lot is at least 1 acre</u>

9. Infrastructure

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>
<u>Public Utility Service Structure</u>	All	<u>No conditional use permit may be issued if the structure is located within a front yard of any lot or a side yard of a corner lot</u>

10. Other

<u>Principal Use</u>	<u>District(s)</u>	<u>Criteria</u>

SECTION 22: **ADOPTION** “19.35 Accessory Uses” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.35 Accessory Uses(*Added*)

The following table identifies the accessory uses allowed in each zoning district. Each use is given one of the following designations: P (Permitted Use), L (Limited Use), or C (Conditional Use). Uses without a designation are not permitted.

<u>Accessory Use</u>	<u>RA</u> <u>-1</u>	<u>R</u> <u>A-</u> <u>2</u>	<u>RA</u> <u>-3</u>	<u>R</u> <u>B</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
<u>Accessory Dwelling Unit</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>		<u>L</u>	<u>L</u>	<u>L</u>				
<u>Animal Boarding</u>						<u>C</u>	<u>C</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>		
<u>Drive-Through Service</u>						<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Home-Based Business</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>			
<u>Home Office</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			
<u>Instruction/Training (15 or fewer persons at one time)</u>						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Instruction/Training (16 or more persons at one time)</u>						<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Outdoor Dining</u>						<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>		
<u>Outdoor Sales/Displays</u>						<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>Outdoor Storage (including vehicles)</u>								<u>C</u>	<u>C</u>	<u>L</u>	<u>L</u>		
<u>Parking Lot/Structure</u>					<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Production/Repair (less than 5,000 sq. ft.)</u>						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Solar Energy System</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Wind Energy System</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Wireless Support Structure</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P</u>

SECTION 23: **ADOPTION** “19.36 Accessory Use Criteria” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.36 Accessory Use Criteria(*Added*)

1. Limited Uses. The following limited uses shall be permitted as accessory uses upon satisfying the criteria below.

<u>Accessory Use</u>	<u>District(s)</u>	<u>Criteria</u>
Accessory Dwelling Unit	All	Permitted up to 1 accessory dwelling unit per lot
Animal Boarding	C-3, C-4, M-1, M-2	Permitted if accessory to principal use of veterinary services
Home-Based Business	RA-1, RA-2, RA-3, RB, RC	Permitted only in a 1- or 2-unit dwelling in compliance with WAMC 19.37(2)
Home-Based Business	C-1, C-2, C-4, C-4, M-1	Permitted only in a 1- or 2-unit dwelling
Outdoor Dining	All	Permitted upon approval of site plan
Outdoor Storage	M-1, M-2	Permitted if stored materials are screened from the view of adjacent lots, located in a side or rear yard, and at least 5 feet from any lot line or setback specified by zoning district regulation, whichever is greater
Wireless Support Structure	RA-1, RA-2, RA-3, RB	Permitted if no more than 6' above a principal building to which it is attached, 35' above the ground if on a freestanding pole, and 15' above the ground if the facility is a satellite dish

2. Conditional Uses. No conditional use permit may be issued unless the accessory use satisfies the criteria below.

<u>Accessory Use</u>	<u>District(s)</u>	<u>Criteria</u>

SECTION 24: **ADOPTION** “19.37 Other Use Regulations” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.37 Other Use Regulations(*Added*)

1. Residential Parking. Any person allowing parking of vehicles outside of a building on a lot that contains a 1- or 2-unit dwelling shall comply with all the following:
 - a. Motor vehicles shall be parked on a paved surface, except on the dates on which the Wisconsin State Fair is taking place.
 - b. No motor vehicle may have more than 2 axles.
 - c. No motor vehicle may have more than 4 wheels.
 - d. No trailer may exceed 12 feet in length.
2. Home-Based Business Regulations. Any person operating a home-based business in a residential district shall comply with all the following:
 - a. The operator shall obtain a home-based business permit.
 - b. Services or sales on premises shall be conducted by appointment only.
 - c. No more than 1 client may be on the premises at any time and no more than 4 clients may enter the premises per day.
 - d. No appointments shall occur between 8 pm and 8 am.
 - e. The business shall be conducted solely within either the principal building or an accessory building.
 - f. The business may not utilize a shipping service from the dwelling unit.
 - g. The business may not employ any person who does not reside on the premises.
 - h. No vehicle shall be used in connection with the business unless owned by the permittee and legally parked on the premises.
 - i. The home-based business may not be any activity licensed by the State of Wisconsin under Wis. Stat. Chs. 441-480.
3. C-1 and C-2 Warehousing. For any building located in a C-1 or C-2 district and used for the storage of goods intended for retail sale, the maximum interior area of the building used for the storage of goods intended for retail sale shall not exceed 25% of the gross floor area.
4. C-1 and C-2 Public Floor Area. For any building located in a C-1 or C-2 district and used for commercial purposes, other than a home office or home-based business, the minimum interior area of the building that must be accessible to the public shall be at least 10% of the gross floor area.

SECTION 25: **ADOPTION** “19.41 Structure Size and Location” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.41 Structure Size and Location(*Added*)

No structure, except a residential accessory structure, may exceed the minimum and maximum standards set forth in the table below. If any cell is blank, no limit is imposed.

Buildable Space	<u>RA</u> <u>-1</u>	<u>RA</u> <u>-2</u>	<u>RA</u> <u>-3</u>	<u>RB</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Height (maximum)	35'	35'	35'	40'	85'	65'	85'	85'	10 5'				
Front Setback (maximum)			40'	30'	20'	0'	10'	20'					
Front Setback (minimum)	30'	25'	20'	10'					10'	20'	30'		
Rear Setback (minimum)	25'	25'	10'	10'					Se e (1)	10'	20'		
Side Setback (minimum)	8'	5'	3'	3'					Se e (1)	See (1)	10'		
Density	<u>RA</u> <u>-1</u>	<u>RA</u> <u>-2</u>	<u>RA</u> <u>-3</u>	<u>RB</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Floor Area Ratio (maximum)										1.5	1.5		
Lot Coverage (maximum)	40 %	40 %	50 %	60 %									
Lot Size	<u>RA</u> <u>-1</u>	<u>RA</u> <u>-2</u>	<u>RA</u> <u>-3</u>	<u>RB</u>	<u>R</u> <u>C</u>	<u>C-</u> <u>1</u>	<u>C-</u> <u>2</u>	<u>C-</u> <u>3</u>	<u>C-</u> <u>4</u>	<u>M-</u> <u>1</u>	<u>M-</u> <u>2</u>	<u>P</u>	<u>S</u> <u>F</u>
Lot Width (maximum)		150 '	100 '	80'									
Lot Width (minimum)	75'	50'	40'	30'									

1. If the lot is adjacent to a 1- or 2-unit dwelling that conforms to the underlying zoning district, the minimum setback is 10 feet.
2. (Reserved)

SECTION 26: **ADOPTION** “19.42 Residential Accessory Structures” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.42 Residential Accessory Structures(*Added*)

No residential accessory structure may exceed the minimum and maximum standards set forth in the table below. If any cell is blank, no limit is imposed.

	<u>Accessory Dwelling Unit</u>	<u>Detached Garage</u>	<u>Other Accessory Building</u>
Exterior Wall Height (maximum)	<u>20'</u>	<u>10'</u>	<u>10'</u>
Height (maximum)	<u>Height of principal building, not to exceed 20'</u>	<u>Height of principal building, not to exceed 18'</u>	<u>15'</u>
<u>Building Coverage (maximum)</u>	<u>50% of principal building, not to exceed 700 sq. ft.</u>	<u>1,000 sq. ft.</u>	<u>150 sq. ft.</u>
<u>Setback from Principal Building (minimum)</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>
<u>Front Setback (minimum)</u>	<u>60'</u>	<u>60'</u>	<u>60'</u>
<u>Rear Setback - abutting alley (minimum)</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>
<u>Rear Setback - not abutting alley (minimum)</u>	<u>3'</u>	<u>3'</u>	<u>3'</u>
<u>Side Setback (minimum)</u>	<u>3'</u>	<u>3'</u>	<u>3'</u>

SECTION 27: **ADOPTION** “19.43 Structures in Yards” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.43 Structures in Yards(*Added*)

No structure may be located in a front, side, or rear yard except as permitted (P) in the table below. If any cell is blank, the structure is prohibited.

Structure	Front Yard	Side Yard	Rear Yard
Accessory Building	P	P	P
Air Conditioning Equipment		See (1)	See (1)
<u>Animal Enclosure</u>			<u>See (2)</u>
Apiary		P	P
Basketball Hoop	P	P	P
Canopy	P	P	P
Cistern	P	P	P
Compost		P	P
Fence		P	P
Landscaping	P	P	P
Vehicle Parking <u>Lot/Structure Surface</u>	P	P	P
Patio	P	P	P
<u>Planter Box</u>	<u>P</u>	<u>P</u>	<u>P</u>
Play Equipment		P	P
Porch	See (3)	<u>See (3)</u>	<u>See (3)</u>
Refuse <u>Container Enclosure</u> Container		P	P
Retaining Wall	P	P	P
Sign	P	P	P
Sporting Equipment (except Basketball Hoop)		P	P
Swimming Pool		See (4)	See (4)
Wireless Communication Structure		P	P
Decorations	P	P	P

1. Air conditioning equipment is permitted up to 1' away from a lot line.
2. Kennels are permitted up to 5' away from a lot line.
3. Porches are permitted up to 10' away from a front lot line and 3' away from a side lot line, and only if the porch area does not exceed 15% of the total yard area.
4. Swimming pools are permitted up to 3' away from a lot line.

SECTION 28: **ADOPTION** “19.44 Vehicle Parking” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.44 Vehicle Parking(*Added*)

1. Permit Required. No person may provide motor vehicle access between a vehicle parking area and a public way without first obtaining a driveway permit from the Board of Public Works.
2. Motor Vehicle Parking Limits. No lot may contain more motor vehicle parking spaces than the amount allowed within the table below without special permission from the common council.

Type of Use	Maximum Parking Spaces
Dwelling (3 or more units)	2 per dwelling unit
Hotel/Bed and Breakfast	1.5 per guest room
Residential Care	1 per bed
All Retail Uses	3 per 1,000 sq. ft. of gross floor area open to the public
Restaurant	40% of building capacity
All Service Uses (except Restaurant)	<u>3 per 1,000 sq. ft. of gross floor area open to the public</u>
Commercial Light Industrial Flex	<u>4 per 1,000 sq. ft. of gross floor area open to the public</u>
Automobile Parts Sales	<u>3 per 1,000 sq. ft. of gross floor area open to the public</u>
<u>Any conditional use</u>	<u>As stated on the conditional use permit</u>

3. Bicycle Parking Requirements. No lot may contain fewer bicycle parking spaces than the amount required within the table below without special permission from the common council.

Principal Use	<u>Bicycle Parking Spaces (outdoor) (minimum)</u>	<u>Bicycle Parking Spaces (indoor) (minimum)</u>
Dwelling (5 or more units)	1 per 30 dwelling units	<u>1 per 5 dwelling units</u>
All Retail Uses	1 per 3,000 sq. ft. gross floor area	
All Service Uses	<u>1 per 3,000 sq. ft. gross floor area</u>	
School	1 per classroom	
All Civic & Institutional Uses (except school)	<u>1 per 10,000 sq. ft. gross floor area</u>	
<u>All Medical Uses</u>	<u>1 per 10,000 sq. ft. gross floor area</u>	
Automobile Parts Sales	<u>1 per 3,000 sq. ft. gross floor area</u>	
Any conditional use	<u>As stated on the conditional use permit</u>	<u>As stated on the conditional use permit</u>

4. Parking Lot/Structure Design. Any parking lot or parking structure shall be constructed in the following manner:
- a. The parking lot or parking structure shall comply with Wis. Stat. 346.503.
 - b. Curbing or other approved method shall be installed so that no part of any vehicle shall extend beyond the lot line. Poured curbing, fencing, landscaping, or other method shall be required where a parking lot and/or loading facility abuts a street, public right-of-way or building, or as deemed appropriate by the Plan Commission.
 - c. Grading and drainage shall provide for the collection of storm water on site with proper discharge to available public storm sewer or retention area and to prevent runoff onto adjacent lots and right-of-way. Paved areas and other site areas may be sheet drained to public right-of-way if approved by the City Engineer.
 - d. A visual buffer, enclosure, or screening shall surround any parking lot or parking structure to the extent required by the plan commission.
 - e. Landscaping shall be included within any parking lot to the extent required by the plan commission.
 - f. Lighting used for illumination shall be so arranged to not reflect, direct, or splay lighting beyond the lot that is the source of the light.
 - g. Parking surfaces shall be constructed of macadam, concrete, sealcoat, paver blocks, permeable asphalt or concrete (subject to approval of the City Engineer), or similar suitable surface to eliminate dust, dirt, and mud.
5. 1- and 2-Unit Dwelling Parking. A driveway or parking area serving a 1- or 2-unit dwelling shall be:
- a. Graded and drained to prevent run off onto adjacent properties.
 - b. Constructed of macadam, concrete, sealcoat, paver blocks, permeable asphalt or concrete (subject to approval of the City Engineer), or similar suitable surface to eliminate dust, dirt, and mud.

SECTION 29: **ADOPTION** “19.51 Overlay Districts” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.51 Overlay Districts(Added)

1. PDD Authorized. The city and the owners of any number of contiguous lots may jointly establish a planned development district over those lots. Any lots subject to a planned development district shall be zoned PDD in addition to any other zoning district.
2. Effect. Regulations in each PDD may deviate from the underlying permanent zoning. Any adjustments shall promote the maximum benefit from coordinated area site planning, diversified location of structures, and mixed compatible uses. Such regulations shall provide for a safe and efficient system for pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and common facilities, and ensure adequate standards of construction and planning.

SECTION 30: **ADOPTION** “19.52 Procedures” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.52 Procedures(Added)

1. Pre-Application. Prior to the formal submission of an application for a Planned Development, the developer and/or property owner shall confer with the Development Department to obtain information and direction on development plan requirements and procedures. The Development Department may also initiate the request for a Planned Development.
2. Application. Applications for a Planned Development shall be made in writing to the Common Council by filing with the City Clerk and shall include the following:
 - a. Name, address, and signatures of the applicant and/or owner, architect, planner, and professional engineer.
 - b. Preliminary development plan including maps, preliminary building plans, and a written statement showing enough of the surrounding area to demonstrate the relationship of the proposed development to adjoining uses, both existing and proposed. The maps shall contain the following information:
 - i. Plat of survey prepared by registered land surveyor.
 - ii. Existing topographic features of the land and proposed grading changes.
 - iii. Existing and proposed land uses.
 - iv. Site plan.
 - v. Elevation and perspective drawings of all proposed structures and improvements.
 - c. Written statement which shall contain the following information:
 - i. Statement of present ownership of all lands in the proposed project.
 - ii. Statement of proposed financing.
 - iii. Statement restricting the project to be constructed, as proposed, with written agreement that the City does have the right to hold building permits for any or all of the project if it does not conform to the original proposal, unless changes have been mutually agreed upon.
 - d. Development schedule which shall contain the following information:
 - i. Approximate construction start date.
 - ii. Construction stages and approximate start and completion dates.
 - iii. Agreements, provisions, or covenants which govern the use.

- maintenance, and continued operation of the planned development and any of its common open areas.
3. Review. Upon the formal submission of the application and fee for a Planned Development, the Common Council shall refer the application to the Plan Commission for review and recommendation. As a result of this recommendation, the Common Council shall establish a date for a public hearing. Public hearing shall be held prior to any final action by the Common Council. Notice of public hearing shall be published as a Class II notice under Chapter 985 of the Wisconsin Statutes.
 4. Determination. The Common Council may deny the petition, approve the petition as submitted, or approve the petition subject to additional conditions. Such approval shall constitute approval of the zoning change to impose this Overlay District and of the specific project development plan.
 - a. The approval of an application and consequent amending of the Zoning Map by overlay of this Overlay District shall be based on, and include as conditions thereto, the building, site, and operational plans for the development, as approved, as well as all other commitments offered or required as regard to project value, character, or other factors pertinent to an assurance the proposed development will be carried out basically as presented in the official submittal plan. Detailed construction and engineering plans are conditioned upon the subsequent submittal to, and approval by, the Building Inspector.
 - b. A subdivision development agreement relative to improvements shall be agreed with by the developer and the Board of Public Works.
 5. Contract. The developer shall enter an appropriate contract with the City to guarantee the implementation of the development according to the terms of the conditions established as part of the development plan approval.
 - a. If no construction has begun or no permanent use has been established in the Planned Development within one year from the approval of the final development plan, the final development plan and related restrictions and conditions shall lapse and be of no further effect. In its discretion and for good cause, the Common Council may extend, for not more than one additional year, the period for the beginning of construction on the establishment of a permanent use. If a final development plan and related restrictions and conditions lapse under the provisions of this Section, the City Clerk shall file a notice of revocation with the Register of Deeds of Milwaukee County.
 - b. After approval of the Planned Development by the Common Council, the developer shall, at the time of application for building permits, pay a fee to the City Treasurer computed on the basis of \$300 per unit (residential, commercial or manufacturing). In the event the development consists of more than one billing or more than one phase, the fee shall be for those units for which a building permit is being requested and any credits due for fees previously tendered shall be on a proportional basis.
 6. Failure to Begin Planned Development. If no construction has begun or no permanent use has been established in the Planned Development within one year from the approval of the final development plan, the final development plan and related restrictions and conditions shall lapse and be of no further effect. The Common Council may extend the period to begin construction or establish the permanent use up to 1 additional year. If a final development plan and related restrictions and conditions lapse under the provisions of this Section, the City Clerk shall file a notice of revocation with the Register of Deeds of Milwaukee County.
 7. Changes and Amendments
 - a. No changes shall be made in the approved final development plan and related restrictions and conditions during construction, except upon application under the procedures provided.
 - b. Minor changes in location, setting, and height of structures may be authorized by the Plan Commission if required by circumstances not foreseen at the time

- of the final development plan.
- c. All other changes in use, rearrangement of lots, blocks, and building tracts, any changes in the provision of open spaces, and all other changes must be authorized by Common Council under the procedures authorized for approval of a Planned Development. No amendments may be made in the approved final development plan or related restrictions and conditions unless they are shown to be required by changes that have occurred in conditions since the final development plans and related restrictions and conditions were approved or by a change in the development policy of the City.
8. Subdivision and Resale. A Planned Development shall not be subdivided or re-subdivided for purposes of sale or lease without the approval of the Common Council, as required in this Subchapter. All sections of a subdivided Planned Development shall comply with the final development plan and related restrictions and conditions, as approved by the Common Council, unless changes thereto have been approved in accordance with this Section.?
9. Compliance. Upon any question related to compliance of an approved Planned Development, with the conditions and regulations as herein established and made specifically applicable to such development, the appropriate responsible party shall be given at least 15 days' notice to appear before the Plan Commission to answer such charge of noncompliance. If the Plan Commission finds the change substantiated and does not receive adequate assurance that the situation will be corrected within a reasonable time, as determined by the Plan Commission, it shall then recommend to the Common Council appropriate action to secure compliance or to revoke the approval of the development plan. Upon such revocation, no further building permits shall be issued within the project until approval has been reinstated in whole or part. In the case of failure to resolve the problem or to complete the development for any reason, the Common Council may require revision of the development plan to whatever degree is deemed necessary to achieve modified development with consideration of the specific problems of adjustment to the surrounding neighborhood consistent with the spirit and intent of the basic zoning regulations and of the original grant of the planned unit development approval.

SECTION 31: **ADOPTION** “19.53 Review And Approval” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

19.53 Review And Approval(*Added*)

1. Consistency. The proposed development is consistent with the spirit and intent of this chapter, is in conformity with the general character of the City and would not be contrary to the general welfare and economic prosperity of the City or of the immediate neighborhood. The benefits from improved design of the development justifies the variation from the normal requirements of this chapter through the application of a Planned Development.
2. Demonstrated Competent Planning. The proponents of the proposed development demonstrated that they intend to start and complete construction within a reasonable time period, have the financial capacity to carry out the project, and the project appears economically sound.
3. Compatibility with Surrounding Area. The size, quality, and architectural design of all buildings in the project will be compatible with the general character of the City and specifically the surrounding neighborhood. The following criteria shall be applied:
 - a. No building shall be permitted an unorthodox, abnormal, unsightly, or

- offensive design or exterior appearance in relation to the surroundings.
- b. No individual building shall be permitted the design or exterior appearance that is so identical with the adjoining buildings that it creates excessive monotony and drabness.
- c. No building shall be permitted without an exposed façade that is aesthetically compatible with other facades and presents an attractive appearance.
- d. No building shall be permitted to be sited on the property in a manner which would unnecessarily destroy or damage the natural beauty of the area, particularly if it would adversely impact values incident to land ownership or the beauty and enjoyment of existing residence on adjoining properties.
- 4. Landscaping and Screening Bond. A surety bond or other form of security in the amount of 125% of the estimated cost of the landscaping and screening warranting and guaranteeing the landscape and screening plan as submitted and approved by the Plan Commission as part of the development. The bond shall be approved by the City Attorney prior to issuance of any building permits.
- 5. Commercial Developments
 - a. The economic practicality can be justified based on purchasing potential, competitive relationship, and demonstrated tenant interest.
 - b. The proposed development will be appropriately served by off-street parking and truck service facilities.
 - c. The locations for vehicular entrances and exits are designed to prevent unnecessary interference with the site, efficient movement of traffic, safety, accessibility for all road users, and will not create an adverse effect upon the general traffic pattern of the area.
 - d. The architectural design, landscaping, control of lighting, and general site development will result in an attractive and harmonious service area compatible with and not substantially adversely impacting property values of the surrounding neighborhood.
- 6. Industrial Developments
 - a. The operational character, physical plant arrangement, and architectural design of buildings will be compatible with contemporary performance standards and industrial development design and will not produce an effect upon the property values of the surrounding neighborhood substantially incompatible with that anticipated under the City's Comprehensive Plan for development.
 - b. The proposed development will have appropriate provisions for off-street parking and truck service areas and will be adequately served by rail or highway facilities.
 - c. The proposed development is properly related to the total transportation system of the community and will not produce an effect on the safety and efficiency of the public streets substantially incompatible with that anticipated under the City's traffic plans.
- 7. Mixed Use Developments
 - a. That the proposed mixture of uses produces a unified composite which is compatible within itself and is substantially compatible with the surrounding neighborhood and consistent with the general objectives of this Section.
 - b. That the various types of uses conform to the general requirements applicable to projects of such use character.

SECTION 32: **AMENDMENT** “12.70 FC - Rootriver Flood Control District” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

SECTION 33: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 34: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 35: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis

RECEIVED

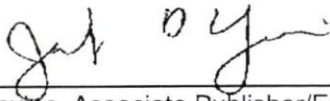
By Gina C. Gresch, MMC/WCPC at 9:56 am, May 02, 2022

PROOF OF PUBLICATION

STATE OF WISCONSIN }
 MILWAUKEE COUNTY } s.s.

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

Apr. 15, 2022 Apr. 22, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 22nd day of April 2022

**CITY OF WEST ALLIS
 NOTICE OF PUBLIC HEARING
 Tuesday, May 3, 2022
 7:00 PM**

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday, May 3, 2022, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following ordinances:

- ORDINANCE O-2022-0024,

Ordinance to repeal and recreate the City Zoning Code as amended by the Safety & Development Committee on March 29, 2022.

- ORDINANCE O-2022-0040,

Ordinance to repeal and recreate the City Zoning Map.

Please address your comments and/or any questions to planning@westalliswi.gov.

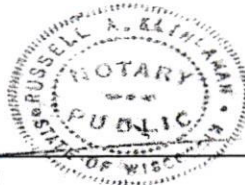
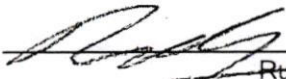
You may also express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location.

Dated at West Allis, Wisconsin, this April 8, 2022

City Clerk

PUBLISHED Official Paper: April 15 and 22, 2022

12107737/4-15-22

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

PROOF OF PUBLICATION

**CITY OF WEST ALLIS
ORDINANCE O-2022-0040**

ORDINANCE TO REPEAL AND RECREATE THE OFFICIAL ZONING MAP

AMENDING SECTION 19.01

WHEREAS, the common council may divide the City into districts of such number, shape, and area as may be deemed best suited to carry out the purposes of Wis. Stat. 62.23; and

WHEREAS, ; the common council may establish an Official Zoning Map depicting the zoning districts assigned to all land within the City;

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

The attached map is adopted as the Official Zoning Map of the City of West Allis.

SECTION 1: **REPEALER CLAUSE** All prior zoning maps are hereby repealed.

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

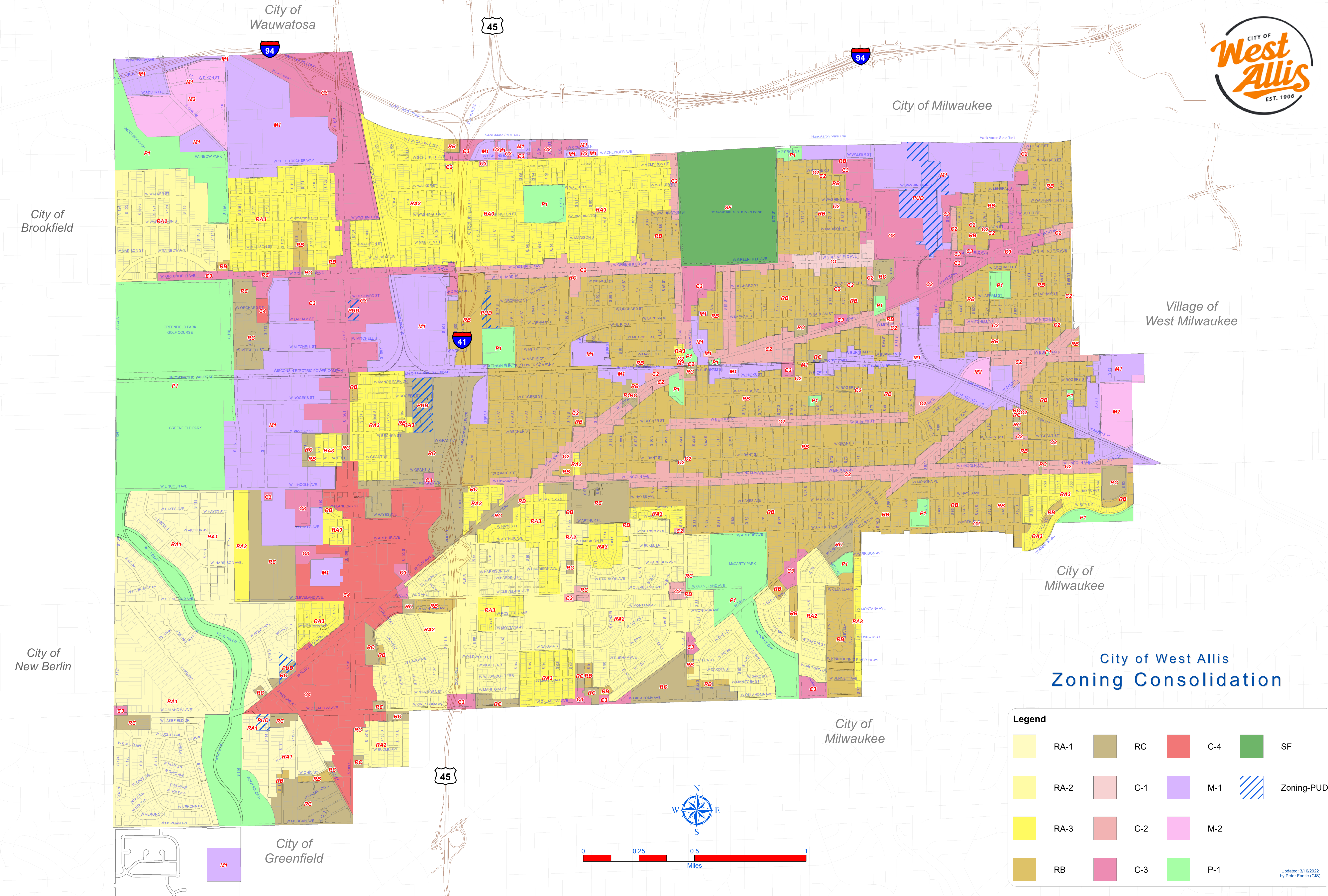
	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Legend

	RA-1		RC		C-4		SF
	RA-2		C-1		M-1		Zoning-PUD
	RA-3		C-2		M-2		
	RB		C-3		P-1		

Updated: 3/10/2022
by Peter Fantele (GIS)

City of West Allis Official Zoning Map

Proposed Changes

To eliminate redundant zoning, several zoning districts will be consolidated. This change will promote a cleaner, more efficient code.

Review the City's proposed zoning map and code online at:

<https://www.westalliswi.gov/295/Planning-Zoning>

Review the City's current zoning map online at:

[https://geowebmap.westalliswi.gov/West Allis Zoning WebApp/index.html](https://geowebmap.westalliswi.gov/West_Allis_Zoning_WebApp/index.html)

Residential District Changes

The following changes are proposed for residential districts:

1. RE → RA-1

This change will consolidate redundant large-lot, primarily single-family residential districts. 31 lots zoned RE will be changed to RA-1. All 31 lots conform with proposed RA-1 zoning regulations.

2. RA-4 → RA-3

This change will consolidate redundant small-lot, primarily single-family residential districts. 322 lots zoned RA-4 and will be changed to RA-3. Regulations between the districts were limited, with minimal differences in lot area, lot width, and setbacks.

3. RB-1 & RB-2 → RB

This change will consolidate redundant small-lot, traditional neighborhood residential districts. 192 lots zoned RB-1 and 8,911 lots zoned RB-2 will be changed to RB.

4. RC-1 & RC-2 → RC

This change will consolidate redundant multi-family residential districts. 613 lots zoned RC-1 and 24 lots zoned RC-2 will be changed to RC.

Residential Districts	
Before	After
RE	RA-1
RA-1	
RA-2	RA-2
RA-3	RA-3
RA-4	
RB-1	RB
RB-2	
RC-1	RC
RC-2	

Overlay District Changes

The following changes are proposed for overlay districts:

1. PDD-1, PDD-2, & SBPD → PUD

This change will consolidate redundant overlay districts. A single designation "PUD" will be used instead of 3 unique designations.

Overlay Districts	
Before	After
PDD-1	PUD
PDD-2	
SBPD	



CITY OF WEST ALLIS NOTICE OF PUBLIC HEARING

**Tuesday, March 15, 2022
7:00 p.m.**

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday, March 15, 2022, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the:

Ordinance to repeal and recreate official zoning map

Additional project information, comments or questions or concerns can be addressed by visiting <https://www.westalliswi.gov/295/Planning-Zoning> or emailing planning@westalliswi.gov or calling 414-302-8460.

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

Dated at West Allis, Wisconsin, this February 22, 2022
City Clerk
PUBLISH: February 25, 2022 and March 4, 2022
O-2022-0040

NONDISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

PROOF OF PUBLICATION

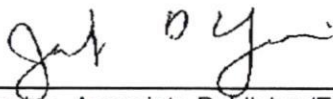
STATE OF WISCONSIN

MILWAUKEE COUNTY

} s.s.

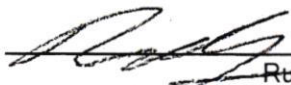
Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws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

Feb. 25, 2022 Mar. 4, 2022

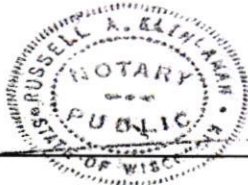


Joe Yovino, Associate Publisher/Editor

Sworn to me this 4th day of March 2022



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



PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday, March 15, 2022, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the:

Ordinance to repeal and recreate official zoning map

Additional project information, comments or questions or concerns can be addressed by visiting <https://www.westalliswi.gov/295/Planning-Zoning> or emailing planning@westalliswi.gov or calling 414-302-8460.

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

Dated at West Allis, Wisconsin, this February 22, 2022

City Clerk

PUBLISH: February 25, 2022 and March 4, 2022

O-2022-0040

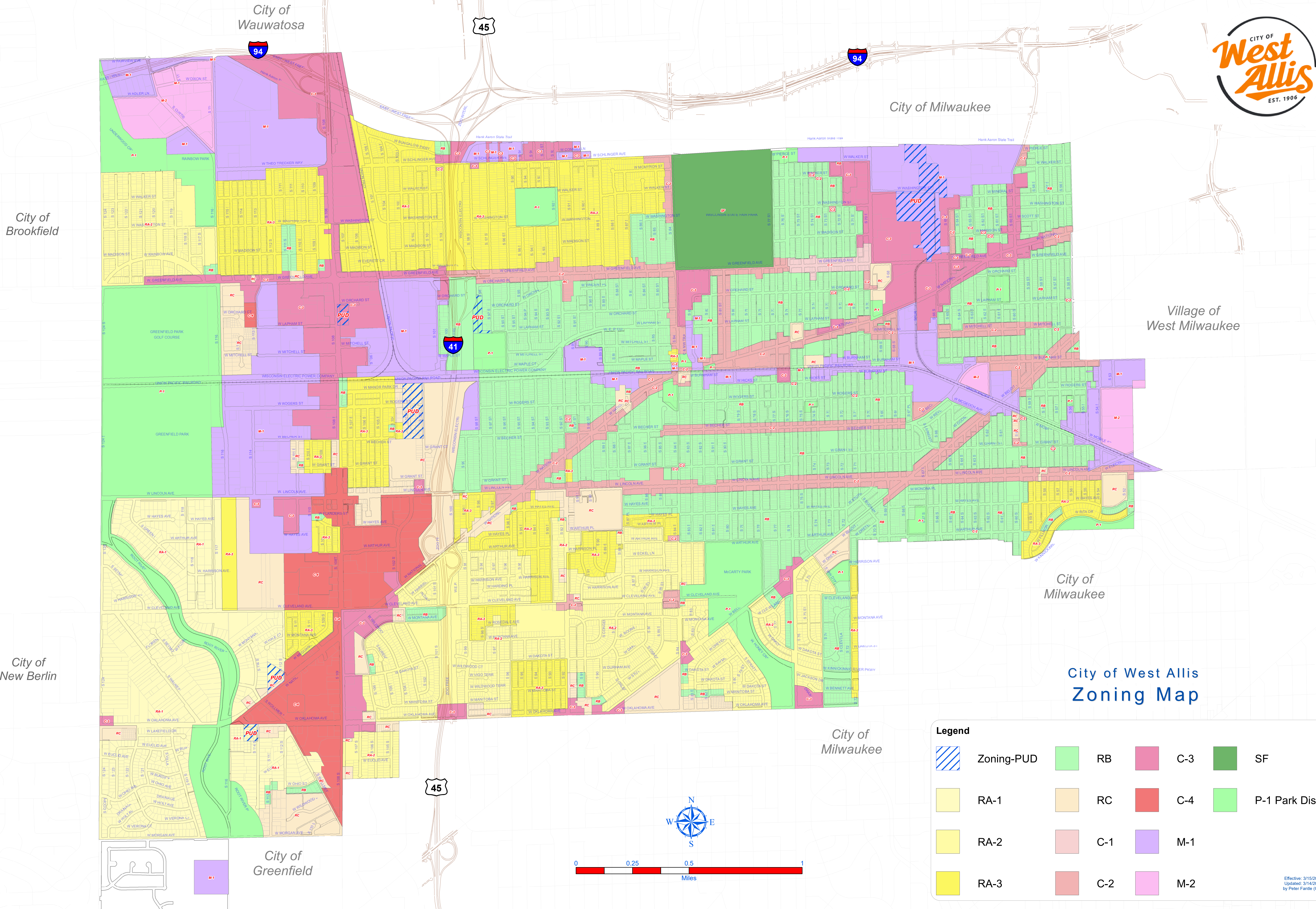
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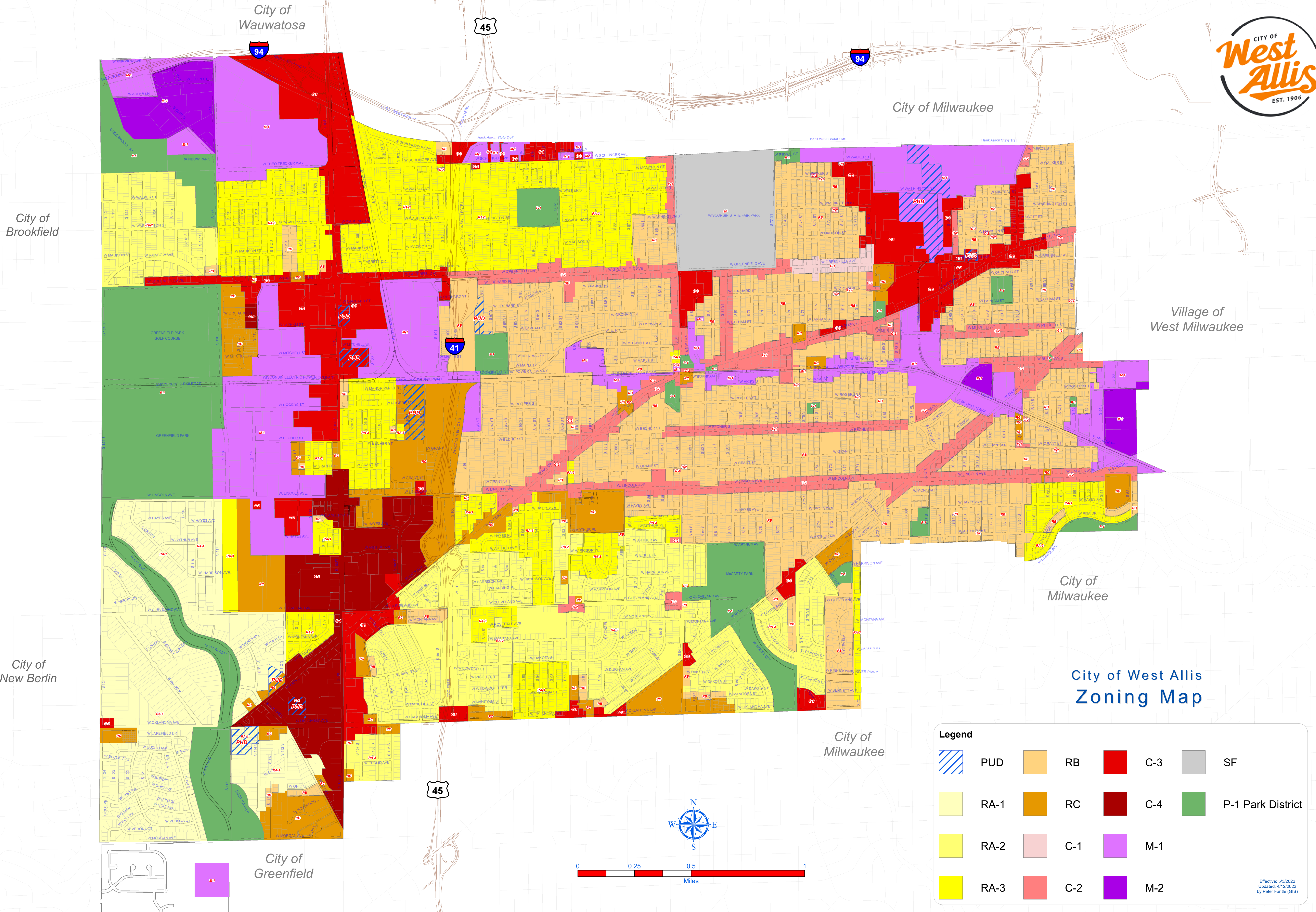
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CITY OF WEST ALLIS
CITY CLERK





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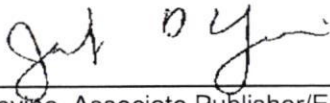
By Gina C. Gresch, MMC/WCPC at 9:56 am, May 02, 2022

PROOF OF PUBLICATION

STATE OF WISCONSIN }
 MILWAUKEE COUNTY } s.s.

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

Apr. 15, 2022 Apr. 22, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 22nd day of April 2022

**CITY OF WEST ALLIS
 NOTICE OF PUBLIC HEARING
 Tuesday, May 3, 2022
 7:00 PM**

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday, May 3, 2022, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following ordinances:

- ORDINANCE O-2022-0024,

Ordinance to repeal and recreate the City Zoning Code as amended by the Safety & Development Committee on March 29, 2022.

- ORDINANCE O-2022-0040,

Ordinance to repeal and recreate the City Zoning Map.

Please address your comments and/or any questions to planning@westalliswi.gov.

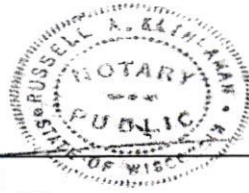
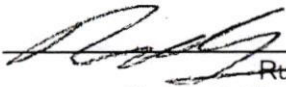
You may also express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location.

Dated at West Allis, Wisconsin, this April 8, 2022

City Clerk

PUBLISHED Official Paper: April 15 and 22, 2022

12107737/4-15-22

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

PROOF OF PUBLICATION

**CITY OF WEST ALLIS
ORDINANCE O-2022-0079**

**ORDINANCE TO AMEND DANGEROUS DOG PROCEDURES AND ADOPT
RABIES CONTROL PROGRAM**

AMENDING SECTION 7.126 AND CREATING SECTION 7.128

WHEREAS, the City seeks to update its code and procedures to reflect current industry standards;

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

SECTION 1: **AMENDMENT** “7.126 Dangerous Dogs” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7.126 Dangerous Dogs

1. Purpose. The purpose of this section is to protect the public health, safety, and general welfare of the citizens and visitors of the City of West Allis by reasonable regulation of dangerous animals.
2. Definitions as used in this section:
 - a. "Apparent attitude of attack" means demonstrating an intent or desire to cause injury by one or more of the following actions:
 - i. An attempt to bite a person or another animal;
 - ii. An attempt to scratch a person or another animal;
 - iii. Growling or barking in a threatening manner while approaching or chasing a person or another animal;
 - iv. Growling or barking in a threatening manner while making physical contact with a person or another animal.
 - b. "At large" means an animal is off the premises of its owner and on any public street, sidewalks, or alley, school grounds, a public park, or other public grounds or on private property without the permission of the owner or person in lawful control of the property, and not on a leash of 6 feet or less in length that is being held or controlled by a person.
 - c. "Bodily harm" means physical pain or injury or any impairment of physical condition.
 - d. "Caretaker" means any person eighteen (18) years of age or older who, in the absence of the owner, temporarily harbors, shelters, keeps or is in charge of a dog.
 - e. "Dangerous dog" means any of the following:

- i. Any dog which, when unprovoked, inflicts bodily harm on a person, domesticated animal on public or private property; or,
 - ii. Any dog which chases or approaches persons or other domesticated animals in a menacing fashion or with an apparent attitude of attack, without provocation, upon the streets, sidewalks or any public grounds or on private property of another without the permission of the owner or person in lawful control of the property; or,
 - iii. Any dog with a known propensity, tendency or disposition to attack, to cause injury to, or otherwise threaten the safety of humans or other domesticated animals; or,
 - iv. Any dog which has been trained to attack human intruders; or,
 - v. Any dog that has acted in any manner that causes or should cause an owner to know that the dog is a threat to public health and safety.
- f. "Dog" means a domesticated member of *canis familiaris* or *canis lupis familiaris*.
- g. "Domesticated animal" means any bird or animal of any species, which usually lives in or about the habitation of humans as a pet or animal companion.
- h. "Owner" means any person owning, harboring, sheltering or keeping a dog.
- i. "Person" means any individual, firm, corporation or other legal entity.
- j. "Public nuisance" means any dog which:
 - i. Molests passersby or passing vehicles; or,
 - ii. Is at large; or,
 - iii. Damages private or public property; or,
 - iv. Barks, whines or howls in an excessive or continuous fashion; or,
 - v. Is subject to more than one violation of this section in a twelve-month period.
- k. "Prohibited dangerous dog" means any of the following:
 - i. Any dog that, while on private or public property, has killed a domesticated animal without provocation; or,
 - ii. Any dog that, without provocation, inflicts substantial bodily harm on a person on public or private property; or,
 - iii. Any dog brought from another city, village, town or county that has been declared dangerous or vicious by that jurisdiction; or,
 - iv. Any dog that is subject to being destroyed under Subsection 174.02(3), Wis. Stats.; or,
 - v. Any rabid dog; or,
 - vi. Any wild animal hybrid (including but not limited to wolf hybrids); or,
 - vii. Any dog trained, owned or harbored for the purpose of dog fighting.
- l. "Substantial bodily harm" means bodily injury that causes a laceration that requires stitches, any fracture of a bone, a concussion, a loss or fracture of a tooth or any temporary or permanent loss of consciousness, sight or hearing.

3. Enforcement.

- a. The provisions of this chapter shall be enforced by employees of the Health Department, Police Department, Milwaukee Area Domestic Animal Control Commission (MADACC) or other persons authorized by the City Health Officer or Chief of Police. The City Health Officer may grant any exemptions or variances to the enforcement of this chapter for dogs specially trained to lead blind or deaf persons, to provide support for mobility-impaired persons or to assist with emergency search and rescue operations.
 - b. Police Department, Health Department and MADACC personnel are authorized to catch and impound animals at large, with such authorization to include the pursuit of animals upon the premises of the owner, caretaker or other private property.
4. Nuisance.
 - a. All owners shall exercise proper care and control of their dogs to prevent them from becoming a public nuisance.
 - b. No owner of a dog shall allow his or her dog, when unprovoked, to inflict bodily harm on a person or domesticated animal on public or private property. A dog's conduct shall be considered provoked if it falls under the conditions of Subsection (7) of this ordinance.
 - c. Impoundment.
 - i. Unrestricted and nuisance dogs shall be taken by authorized employees of MADACC or any law enforcement agency and impounded in a temporary or permanent animal shelter and there confined in a humane manner.
 - ii. When a dog is causing a public nuisance and its owner cannot be contacted at the time of the complaint, it may be impounded by authorized employees of MADACC or any law enforcement agency. After impoundment, reasonable attempts shall be made to contact the owner.
 - iii. An owner reclaiming an impounded dog shall pay the accrued impoundment fee.
 - iv. Any dog not reclaimed by its owner within seven (7) days becomes property of the local government authority, MADACC, or humane society and shall be place for adoption in a suitable home or humanely euthanized.
5. Procedure For Declaring A Dog Dangerous And/Or Prohibited.
 - a. Any law enforcement officer or duly authorized MADACC employee may enter and inspect private property to enforce the provisions of this section.
 - b. Upon conducting an investigation, the humane or law enforcement officer may issue an order declaring a dog to be a dangerous dog or prohibited dangerous dog pursuant to the definitions in Subsections 7.126(2)(e) and (k). Officers may take into consideration the dog's size, age, previous incidents of violence, and damage caused. Officers may also consider, ~~and~~ the failure of past security measures, among other facts of the investigation, when determining whether to issue an order. The officer shall ~~mail~~ provide a copy of the order to the owner ~~'s last known address~~ of the dog. Whenever an owner or

caretaker wishes to contest an order, he or she shall, within thirty (30) days after receipt of the order, submit an appeal in a form approved by the city clerk~~deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order.~~ The owner shall pay the appeal fee listed in the Fee Schedule at the time of filing the appeal. Upon receipt of ~~the written objection~~the fee and timely appeal, the matter shall be placed on the agenda for the Administrative Review Board to be reviewed at the next regular meeting. The Administrative Review Board shall act as a quasi-judicial body allowing the dog's owner or caretaker an opportunity to present evidence as to why the dog should not be declared a dangerous dog or a prohibited dangerous dog. ~~A nonrefundable fee in the amount listed on the Fee Schedule is required for an owner's or caretaker's contesting of any dangerous dog order. Said fee shall be submitted at the time of and with the written objection stating the reason for contesting the order. [Ord. O-2012-0023, 7/3/2012; Ord. O-2014-0072, 10/21/2014; Ord. O-2017-0030, 8/1/2017]~~

- c. After the hearing, the owner or caretaker shall be notified in writing of the Board's determination. If the Board upholds the determination that the dog is dangerous, the owner or caretaker shall comply with the requirements of Subsection 7.126(6) that the Board deems appropriate. If the owner or caretaker further contests the determination, he or she may within thirty (30) days of receiving the panel's decision seek review of the decision by the Circuit Court.
- d. The Police or Health Departments shall have the power to summarily and immediately impound a dog whenever they have reasonable grounds pursuant to Subsection 7.126(2) to believe that the dog is dangerous. The dog may remain impounded during the entire determination process.
 - i. Upon a dog being declared dangerous, the owner or caretaker shall comply with Subsection 7.126(6) within thirty (30) days of the dangerous declaration or reaffirmation thereof, or within such time as established by the Administrative Review Board.
 - ii. If a determination is made that the dog is a prohibited dangerous dog, the owner or caretaker shall comply with Subsection 7.126(6) within thirty (30) days after the date of the determination.

6. Harboring Dangerous Dogs.

a. Dangerous Dogs Regulated.

- i. Prohibited dangerous dogs not allowed in City. No person may bring into or keep in the City any dog that is a prohibited dangerous dog under this section.
- ii. No person may harbor or keep a dangerous dog within the City unless all provisions of this section are complied with.
- iii. No person shall obstruct, provide false information, or otherwise unreasonably interfere with officers of the department in the enforcement section or in the capture of any dog suspected of being dangerous.
- iv. The issuance of a citation for a violation of this section need not be

- predicated on a determination that a dog is a dangerous dog.
- b. Registration. The owner of any dog declared dangerous shall register it with the Police Department upon disposition, by providing a current color photograph of the dog, microchip information providing the owner's name and contact information, and payment of a registration fee in the amount listed on the Fee Schedule.
 - c. Leash and Muzzle.
 - i. No owner or caretaker, harboring or having the care of a dangerous dog may permit such a dog to go outside its dwelling, kennel or pen unless the dog is securely restrained with a leash no longer than ten (10) feet in length.
 - ii. No person may permit a dangerous dog to be kept on a chain, rope or other type of leash outside its dwelling, kennel, or pen unless a person who is sixteen (16) years of age or older, competent to govern the dog and capable of physically controlling and restraining the dog, is in physical control of the leash.
 - iii. A dangerous dog may be securely leashed or chained to an immovable object, with the owner or caretaker being in the physical presence of the dog at all times when it is so leashed or chained.
 - iv. A dangerous dog outside of the dog's dwelling, kennel or pen shall be muzzled in a humane way by a muzzling device sufficient to prevent the dog from biting persons or other animals.
 - d. Confinement.
 - i. Except when leashed and muzzled, all dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel that is located on the premises of the owner or caretaker and constructed in a manner that does not allow the dog to exit the pen or kennel on its own volition.
 - ii. When constructed in a yard, the pen or kennel shall, at a minimum, be constructed to conform to the requirements of this paragraph. The pen or kennel shall be childproof from the outside and animal-proof from the inside. A strong metal double fence with adequate space between fences [at least two (2) feet] shall be provided so that a child cannot reach into the animal enclosure. The pen, kennel or structure shall have secure sides and a secure top attached to all sides. A structure used to confine a dangerous dog shall be locked with key or combination lock when the dog is within the structure. The structure shall either have a secure bottom or floor attached to the sides of the pen or the sides of the pen shall be embedded in the ground no less than two (2) feet. All structures erected to house dangerous dogs shall comply with all City zoning and building regulations. All structures shall be adequately lighted and ventilated and kept in a clean and sanitary condition.
 - iii. Indoor confinement. No dangerous dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or

caretaker that would allow the dog to exit the building on its own volition. No dangerous dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the dog from exiting the structure.

- e. Signs. The owner or caretaker of a dangerous dog shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of not less than two (2) inches high warning that there is a dangerous dog on the property. A similar sign is required to be posted on the kennel or pen of the dog. In addition, the owner or caretaker shall conspicuously display a sign with a symbol warning children of the presence of a dangerous dog.
- f. Spay and Neuter Requirements. Within thirty (30) days after a dog has been designated dangerous, the owner or caretaker of the dog shall provide written proof from a licensed veterinarian that the dog has been spayed or neutered.
- g. Microchip Requirements. Within thirty (30) days after a dog has been designated dangerous, the owner must provide written proof from a licensed veterinarian that a numbered microchip has been placed in the dog so that the dog can be easily identified. The number on the microchip shall be provided with the written proof.
- h. Liability Insurance. The owner or caretaker of a dangerous dog shall present proof of a certificate of insurance that the owner has procured liability insurance in an amount not less than one million dollars (\$1,000,000) for any personal injuries inflicted by the dangerous dog. Whenever such policy is cancelled or not renewed, the insurer and dog's owner or caretaker shall notify the Police Department of such cancellation or nonrenewal in writing by certified mail.
- i. Waiver.
 - i. The Health Officer or Administrative Review Board may waive any requirement specified in Subsections (b) to (h) that is deemed to be inappropriate for a particular dangerous dog.
 - ii. The Health Officer may waive the provisions of Subsections (b) to (h) for a military dog, or circuses, zoos or other animal shows or exhibitions, which are properly licensed, upon presentation by the dog's owner or handler of satisfactory arrangement for safe keeping of the dog.
- j. Notification. The owner or caretaker shall notify the Police Department within twenty-four (24) hours if a dangerous dog is unconfined, has attacked another animal, has attacked a human being or has died. The owner or caretaker shall notify the Police Department immediately if a dangerous dog is at large. No person may sell or transfer possession of a dangerous dog to another person without first notifying the person to whom the dangerous dog is being sold or transferred of the fact that such dog is a dangerous dog and of any requirement imposed upon the selling or transferring party by this division. No person may sell or transfer possession of a dangerous dog to another person, agency, organization or the like without first notifying the Police Department in writing, at least three (3) days in advance of the sale or transfer of possession

with the name, address, and telephone number of the new owner of the dangerous dog. If the dangerous dog is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the Police Department that he or she has notified the Police Department or other law enforcement agency of the dog's new residence, including the name, address and telephone number of the new owner of the dangerous dog.

k. Euthanasia.

- i. If the owner or caretaker of a dog that has been designated a dangerous dog is unwilling or unable to comply with the regulations for keeping the dog in accordance with this section, he or she may have the dog humanely euthanized by an animal shelter, the humane society or a licensed veterinarian.
- ii. Any dog that has caused bodily harm to a person, persons or a domestic animal on two (2) separate occasions off the owner's premises, without reasonable cause, may be destroyed as a result of judgment rendered by a court of competent jurisdiction, as specified under sec. 174.02(3), Wis. Stats. The City Attorney may petition an appropriate court to obtain a court order to destroy such a dog.

7. Certain Dogs Not to be Declared Dangerous.

a. No dog may be declared dangerous:

- i. If death, injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a trespass on the land or criminal trespass on the dwelling upon premises occupied by the owner of the dog; was teasing, tormenting, abusing or assaulting the dog; or was committing or attempting to commit a crime or violating or attempting to violate an ordinance which protects persons or property; or
- ii. If death, injury or damage was sustained by a domestic animal which, at the time such was sustained, was teasing, tormenting, abusing or assaulting the dog; or
- iii. If the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault; or
- iv. For dogs being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

8. Penalty. Any person who violates any part of this section shall forfeit for each violation an amount as indicated in Subsection 7.16(4), plus the costs of prosecution necessitated by enforcement of this subsection. Every day that any violation of this section continues shall be deemed a separate offense.

9. Severability. If any part of this section is found to be unconstitutional or otherwise invalid, the validity of the remaining parts shall not be affected.

[Ord. No. O-2008-0054, 5/5/2009; Ord. O-2010-0014, 6/1/2010; Ord. O-2011-0005, 2/1/2011; Ord. O-2011-0084, 12/20/2011]

SECTION 2: **ADOPTION** “7.128 Rabies Control Program” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.128 Rabies Control Program(*Added*)

Wis. Stat. 95.21, as it may be amended from time to time, is hereby adopted as though fully set forth herein.

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2022-0080**

**ORDINANCE TO ESTABLISH A TRAP/NEUTER/RELEASE PROGRAM FOR
FERAL CATS**

AMENDING SECTIONS 7.12 AND 7.122

WHEREAS, the common council recognizes that a high population of feral cats can be detrimental to a community; and

WHEREAS, the common council wishes to control the feral cat population in a humane manner;

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

SECTION 1: **AMENDMENT** “7.122 Cats And Cat Licenses” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

7.122 Cats And Cat Licenses

1. Licenses for Cats.

- a. Any person owning, keeping or harboring a cat more than five (5) months of age on January 1 of each year, shall annually or within thirty (30) days from the date such cat becomes five (5) months of age, pay, in a manner provided by the City Treasurer, a cat license fee and obtain a license for such cat. A person is not required to license a cat if all the following applies:
 - i. The person took custody of an abandoned or stray cat on their property.
 - ii. The person delivered the cat to an entity contracting with the City under Wis. Stat 173.15 (1).
 - iii. The entity released that cat under Wis. Stat. 173.23(1m)(a) to the same person who took custody of it.
 - iv. The person paid the full cost of custody, care, vaccination, microchip implanting, spay or neuter surgery, and any other treatment prior to the entity releasing the cat to that person.
 - v. The person relinquishes possession of the cat on the same parcel where the person took custody of it, and
 - vi. No other cat has been released on the parcel.
- b. The yearly license fee shall be listed in the Fee Schedule, with separate fee

amounts for each neutered male cat, each spayed female cat, and each cat not neutered or spayed. The Fee Schedule shall separately list fees for any cat that became five (5) months of age after July 1 of the license year. The provisions of this subsection notwithstanding, whenever the Milwaukee Area Domestic Animal Control Commission (MADACC) shall declare an amnesty period for late cat license fee charges, the fee, if any, set by MADACC shall apply for the period of the amnesty.

- c. In the event that a license tag issued for a cat shall be lost, the owner may obtain a duplicate tag upon payment of the amount listed in the Fee Schedule.
 - d. Upon payment of the required cat license fee, the City Treasurer shall execute and issue to the owner a license and a durable tag with an identifying number, county in which issued and the license year. The license year shall commence on January 1 and end the following December 31.
 - e. Cats must wear identification tags at all times when off the premises of the owners, except when participating in any organized show or training situation. The fact that a cat is without a license attached to its collar shall be presumptive evidence that the cat is unlicensed.
 - f. The City Treasurer shall assess and collect an additional fee listed in the Fee Schedule where such owner has filed and neglected to obtain a license prior to April 1, or within thirty (30) days after the cat has reached licensable age, and all monies so received or collected by any collecting officer shall be paid to the City Treasurer as revenue to the City of West Allis.
 - g. The City Treasurer shall not issue such cat licenses described above without proof of proper rabies shots. The City Treasurer shall not issue a new cat license for a neutered or spayed cat without proof of alteration.
2. Keeping of More than Four Cats Prohibited. Except as provided in Section 7.123 of this Code, no person shall harbor, keep, raise or maintain at any time more than four (4) cats per building or dwelling unit in the City; provided, however, that for the purposes of this order, kittens shall not be considered cats until after they have reached the age of five (5) months.
3. Cats Running at Large.
- a. Running at large prohibited; definition. No owner or keeper shall permit any cat to run at large on the public streets, alleys, public grounds or parks within the City. A cat shall not be deemed at large if accompanied by or under the control of any person. A cat shall not be deemed at large if the person took custody of a that cat as an abandoned or stray animal and relinquished possession of the cat in accordance with sub. (1)(a). No person shall permit any such animal to escape or go upon any sidewalk, parkway or private lands or premises without the permission of the owner of such premises.
 - b. Police to apprehend and confine. The Chief of Police shall designate an officer to apprehend, with the cooperation of the Milwaukee Area Domestic Animal Control Commission, any cats running at large on the streets, alleys, public grounds or parks of the City and shall confine such cats when apprehended in such place as may be provided by the Milwaukee Area

Domestic Animal Control Commission. **[Ord. 6524 (repeal & recreate) 7/5/2000; Ord. O-2008-0041, 9/18/2008]**

- c. Disposition of unclaimed cats. The possession of any licensed cat so seized or impounded may be obtained by the owner upon payment of the sum of twenty-five (\$25.00) to the City of West Allis, plus the daily boarding fee to the Milwaukee Area Domestic Animal Control Commission, for keeping the cat for each day or fraction thereof during which the cat was impounded. The possession of any unlicensed cat may be obtained by the owner after obtaining a license and paying the fee provided herein. If any cat has been impounded for seven (7) days and has not been reclaimed by its owner, the cat may be disposed of by the Milwaukee Area Domestic Animal Control Commission in the most humane manner. **[Ord. 6524 (repeal & recreate) 7/5/2000]**

SECTION 2: **AMENDMENT** “7.12 Animals, Fowls And Birds” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

7.12 Animals, Fowls And Birds

1. Keeping of Certain Animals Prohibited. **[Ord. 6158, 4/18/1995; Ord. O-2015-0014, 2/17/2015]**
 - a. Definitions.
 - i. Wild Animal. Those species of animal that are not typically domesticated by humans and usually live in nature. Wild animals include, but are not limited to, animals belonging to any or all of the following orders and families.
 - (1) Class Mammalia.
 - (A) Order Chiroptera (bats).
 - (B) Order Artiodactyla (e.g., hippopotamuses, giraffes, camels, deer, cattle, swine, sheep, goats, alpaca, and llama).
 - (C) Order Carnivora.
 - (a) Family Felidae (e.g., lions, tigers, cougars, leopards, ocelots, servals), but not domestic cats.
 - (b) Family Canidae (e.g., wolves, wolf-dog hybrids, coyotes, foxes, jackals), but not domestic dogs.

- (c) Family Ursidae (e.g., bears).
 - (d) Family Mustelidae (e.g., weasels, skunks, martens, minks, wild ferrets), but not the domestic ferret species, *Mustela putorius furo*.
 - (e) Family Procyonidae (e.g., raccoons, coatis).
 - (f) Family Hyaenidae (e.g., hyenas).
 - (g) Family Viverridae (e.g., civets, genets).
 - (h) Family Mephitidae (e.g., skunks).
 - (i) Family Herpestidae (e.g., mongooses).
 - (D) Order Edentata (e.g., anteaters, armadillos, sloths).
 - (E) Order Marsupialia (e.g., opossums, kangaroos, wallabies), except sugar gliders.
 - (F) Order Perissodactyla (e.g., rhinoceroses, tapirs, horses, donkeys).
 - (G) Order Primates (e.g., lemurs, monkeys, chimpanzees, gorillas), except humans.
 - (H) Order Proboscidea (e.g., elephants).
 - (I) Order Rodentia (e.g., squirrels, beavers, porcupines, prairie dogs), but not guinea pigs, rats, mice, gerbils and hamsters.
- (2) Class Reptilia.
- (A) Order Squamata.
 - (a) Family Helodermatidae (e.g., Gila Monsters and Mexican beaded lizards).
 - (b) Family Varanidae (e.g., monitor lizard).
 - (c) Family Elapidae (e.g., coral snakes, cobras, mambas).
 - (d) Family Viperidae (e.g., copperheads, cottonmouths, rattlesnakes).
 - (e) Subfamily Atractaspidinae (e.g., burrowing asps).
 - (B) Order Crocodilia (e.g., crocodiles, alligators, caimans, gavials).
 - (C) Any constricting snake greater than four (4) feet in length or twenty (20) pounds in weight.
 - (D) Any venomous snake.
- (3) Class Aves.
- (A) Order Falconiformes (e.g., eagles, hawks, vultures).
 - (B) Order Rheiformes (e.g., rheas).
 - (C) Order Struthioniformes (e.g., ostriches).
 - (D) Order Casuariiformes (e.g., cassowaries and emus).
 - (E) Order Strigiformes (e.g., owls).
 - (F) Order Galliformes (e.g., turkeys, chickens).
 - (G) Order Anseriformes (e.g., ducks, geese).

- (4) Class Arachnida.
 - (A) Order Scorpiones.
 - (B) Any of the following members of Order Araneae, Family Therididae:
 - (a) Argentina red widow spider: *Latrodectus coralinus*.
 - (b) Brown widow spider: *Latrodectus geometricus*.
 - (c) Red-black widow: *Latrodectus hasselti*.
 - (d) Red widow spider: *Latrodectus bishop*.
 - (e) Black widow spider: *Latrodectus mactans*.
 - (f) Western widow: *Latrodectus Hesperus*.
 - (C) Brown recluse spider: *Loxosceles reclusa*.
- (5) Class Chilopoda.
 - (A) Any of the following members of Order Scolopendromorpha, Family Scolopendridae:
 - (a) Amazon giant banded centipede: *Scolopendra giganea*.
 - (b) Arizona Tiger Centipede: *Scolopendra viridis*.
 - (c) Florida keys centipede: *Scolopendra alternans*.
 - (B) Any other venomous chilopoda that is not native to Wisconsin.
- (6) Any species of the class Insecta that is not native to Wisconsin.
- (7) Any federal or state endangered or threatened species.
- ii. Person. Any person, firm, partnership, association, corporation, company, or organization of any kind.
- iii. Possess. To own, possess, keep, harbor, or have custody or control of an animal.
- b. Intent. It is the intent of the City of West Allis to protect the public against health and safety risks that wild animals pose to the community. By their very nature, wild animals are potentially dangerous and do not adjust well to a captive environment.
- c. Possession of Wild Animals. No person shall possess a wild animal.
 - i. Exceptions. This subsection shall not apply to institutions accredited by the American Zoo and Aquarium Association, licensed veterinarians, licensed veterinary hospitals or clinics, licensed circuses, licensed or accredited research or medical institutions, licensed or accredited educational institutions, an animal certified as having been specially trained to assist an individual with a disability, any government-owned or -operated facility, volunteers working on behalf of a government-owned or -operated facility, a person with a valid federal permit to possess a particular wild animal, or a person

temporarily transporting a wild animal through the City if the transit time is not more than twenty-four (24) hours and the wild animal is at all times maintained within a confinement sufficient to prevent the wild animal from escaping.

- ii. Registration. Any person that meets the exceptions listed in Subsection **(1)(c)** 1 shall register each wild animal that he/she possesses and is kept within the City of West Allis with the Health Commissioner.
- iii. Escape. If a wild animal escapes the possession of a person, the person shall notify the West Allis Police Department immediately of the following information: the type of wild animal; a description of the wild animal, including size, color, and name of the animal; the nature of how the wild animal escaped; the name and address of the wild animal's owner or custodian; and the location and time where the wild animal was last observed. If the wild animal returns to the possession of a person after notification to the West Allis Police Department, the person shall notify the West Allis Police Department immediately that the wild animal has returned to the person's possession.

(1) Costs. Upon the escape of a wild animal, any person possessing such wild animal shall be responsible for the costs of the capture or destruction of the wild animal and any City response to the report of escape.

- d. Keeping of Ferrets. All domestic ferrets kept or harbored in the City of West Allis shall be vaccinated against rabies in compliance with the Compendium of Animal Rabies Control of the National Association of State Public Health Veterinarians. Upon request by a law enforcement officer or employee of the West Allis Health Department, the person owning or keeping the ferret shall demonstrate proof of vaccination.

2. Keeping of Rabbits. **[Ord. 6158, 4/18/95; Ord. O-2015-0014, 2/17/2015]**

- a. Rabbits shall be kept in compliance with the provisions of this subsection. The keeping of more than two (2) adult rabbits in any outside or yard area of any dwelling or any building structure accessory thereto is prohibited. For purposes of this ordinance rabbits shall not be considered adults until they have reached the age of five (5) months.
- b. The Health Commissioner may grant exceptions to the number of rabbits allowed in Subsection (2)(a) on a case-by-case basis upon written application. The Health Commissioner's decision to grant or deny an exception shall be based upon the number of rabbits to be kept; the reason(s) for the request; an informal survey of neighborhood residents; and any other factors the Health Commissioner deems relevant.
- c. Persons to whom an exception is granted are required to obtain a rabbit permit from the Health Department. The cost shall be thirty dollars (\$30.) annually, and the permit shall be for one (1) calendar year. An additional fee of fifteen dollars (\$15.) shall be paid whenever the annual fee for a renewal is paid on

April 1 or later. The cost for a duplicate permit shall be fifteen dollars (\$15.). Permits may be revoked or denied renewal for cause. The revocation procedure shall be the same as set forth in Section 9.51 of this Code. Any permittee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to rabbit health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay a first reinspection fee of ten dollars (\$10.). Any licensee or applicant that requires a second or subsequent reinspection during the licensing year due to the Health Department finding a violation of this section or state statute or state regulation relating to rabbit health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code shall pay a second or subsequent reinspection fee of fifteen dollars (\$15.). **[Ord. O-2017-0018, 4/18/2017]**

- d. Appeals of the decision of the Health Commissioner shall be submitted in writing to the License and Health Committee of the Common Council within thirty (30) days of notification of the Health Commissioner's decision. The License and Health Committee shall schedule a hearing on the matter within thirty (30) days of receiving the appeal. The hearing shall be conducted as set forth in Wis. Stat. Section 68.11. The License and Health Committee shall issue a written decision within twenty (20) days of completion of the hearing, and a copy of the decision shall be mailed to the appellant. The License and Health Committee's decision shall be the final determination.

3. Cruelty to Animals Prohibited.

- a. Cruelty Prohibited. No person shall cruelly beat, frighten, overburden or abuse any animal or bird, or use any device or chemical substance, except in connection with efforts to control species determined by the Health Commissioner to be a public health hazard or nuisance, if pain, suffering or death may be caused. Reasonable force, however, may be used to drive off vicious or trespassing animals.
- b. Improper Transport, Abandonment Prohibited. No person shall carry or transport in any vehicle or over any street, alley, sidewalk or public ground in the City any animal or bird so tied and placed as to inflict torture thereto, nor shall animals be abandoned for any reason within the City.
- c. Food and Water. No person owning or having custody of any animal or bird shall neglect or fail to provide it with necessary nourishing food at least once daily and provide a constant supply of clean water to sustain the animal or bird in good health.
- d. Proper Shelter Required. No person shall fail to provide any animal or bird in his charge with shelter from inclement weather to insure the protection and comfort of the animal or bird. When sunlight is likely to cause overheating or discomfort to any animal or bird, shade shall be provided by natural or artificial means to allow protection from the direct rays of the sun. Dogs and cats kept outdoors for more than one hour at a time must be provided with moistureproof and windproof shelter of a size which allows the animal to turn

freely and to easily sit, stand and lie in a normal position and to keep the animal clean, dry and comfortable. Automobiles or garages shall not be used as animal shelters, except that during winter months a dog house may be placed inside a garage for shelter. Whenever the outdoor temperature is below 40° Fahrenheit, clean bedding material shall be provided in such shelters for insulation and to retain the body heat of the animal.

- e. Leashes. Chains, ropes or leashes shall be so placed or attached that they cannot be entangled with another animal or object, and shall be of sufficient length in proportion to the size of the animal to allow the animal proper exercise and convenient access to food, water and shelter. Such leash shall be located so as not to allow such animal to trespass on public property or private property belonging to others nor in such a manner as to cause harm or danger to persons or other animals.
 - f. Enforcement. This section and sections 7.121 (Dogs and Dog Licenses), 7.122 (Cats and Cat Licenses), 7.123 (Animal Fancier Permit), and 9.61 (Animal Sales and Services License) may be enforced by the Health Commissioner, law enforcement (police) officers, or the Animal Control Officers of the Milwaukee Area Animal Domestic Control Corporation. **[Ord. O-2003-0055, 8/5/2003]**
4. Waste Products and Fecal Accumulations. The owner or person in charge of any animal shall not permit solid fecal matter of such animal to be deposited on any street, alley or other public or private property, unless such fecal matter is immediately removed therefrom by said owner or person in charge. At all times when an animal is exercised away from the premises of the owner or person in charge, that individual shall have available for use, and prominently displayed, an appropriate device for removing, containing and transporting feces which may be deposited, until such feces can be properly disposed of by wrapping and placing them into an appropriate refuse container. The owner or person in charge of any private property shall not permit solid fecal matter of animals to accumulate on such property, including the space between the street or curb and the sidewalk adjacent to such property, for a period in excess of twenty-four (24) hours.
5. Animal Bites.
- a. Whenever a dog, cat or other domesticated animal, or wild animal held captive, bites a person within the City of West Allis, and such bite penetrates or lacerates the skin of the person bitten, such dog, cat, other domesticated animal or wild animal held captive, shall be restricted to the premises of its owner, if within the City, or to a veterinarian's care within Milwaukee County, as a suspect rabies case for a period of ten (10) days.
 - b. If during the restricted time, said animal shows signs of illness, lameness or paralysis, the owner or veterinarian shall immediately report such condition to the West Allis Health Department.
 - c. During the restricted period, said animal shall not be removed from the restricted premises except to be placed under a veterinarian's care. No such animal shall be placed back into community living before it has been inspected and released by the West Allis Health Department. If the animal has spent the

ten (10) day confinement period in the care of a veterinarian, upon its release, a veterinarian's report regarding the disposition of said dog shall be made to the West Allis Health Department.

- d. In the case of an animal bite, the Health Commissioner may issue such other rules and orders which, in his judgment, are necessary to safeguard the health and welfare of any person suffering an animal bite.

6. Elimination of Pigeon Harborage.

- a. Homeless pigeon harborage are hereby declared to constitute a public nuisance.
- b. Homeless pigeon harborage shall mean any place where pigeons, which do not wear any type of ownership identification tag or band, or are not confined in an escape proof cage or pen, are permitted to live, gather or nest.
- c. It shall be the duty of the owner of any premises in the City, or his agent, to make such premises reasonably pigeon proof to prevent such premises from being a homeless pigeon harborage.
- d. In all cases where the Health Commissioner finds a homeless pigeon harborage existing, he shall serve upon the owner of such premises, or his agent, an order requiring such owner or agent, within ten (10) days of receipt of said order, to eliminate such harborage and to take whatever steps are deemed necessary by the Health Commissioner to prevent its recurrence, including the covering of openings, eaves or other places in any building with appropriate wire screenings or other suitable material to prevent pigeons from entering into such building or gathering or nesting thereon. In the event such owner or agent shall neglect or refuse to comply with such order to the satisfaction of the Health Commissioner, such owner or agent shall be subject to the penalties provided for violation of this section; and, in addition, the Health Commissioner may cause the elimination work to be done and the cost thereof shall be assessed against the real estate involved as a special tax and collected as are other special taxes.

7. Pigeon Keeping. **[Ord. 6171, 6/20/1995]**

- a. Definitions. As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning is intended:
 - i. "Pigeon" means a member of the family Columbidae, and shall include "Racing Pigeons," "Fancy Pigeons" and "Sporting Pigeons," as defined in this section.
 - ii. "Racing Pigeon" means a pigeon which, through selective breeding, has developed the distinctive characteristics as to enable it to return to its home after having been released a considerable distance therefrom, and which is accepted as such by the American Racing Pigeon Union, Inc., or the International Federation of Racing Pigeon Fanciers. Also, commonly known as Racing Homer, Homing Pigeon or Carrier Pigeon.
 - iii. "Fancy Pigeon" means a pigeon which, through selective breeding, has developed certain distinctive physical and performing

- characteristics as to be clearly identified and accepted as such by the National Pigeon Association, the American Pigeon Club or the Rare Breeds Pigeon Club. Examples: Fantails, Pouters, Trumpeters.
- iv. "Sporting Pigeon" means a pigeon which, through selective breeding, has developed the ability to fly in a distinctive manner, such as aerial acrobatics or endurance flying. Examples: Rollers, Tiplers.
 - v. "Loft" means a structure for the keeping or housing of pigeons which is located inside a house or garage.
 - vi. "Mature Pigeon" means a pigeon aged six (6) months or older.
 - vii. "Owner" means the person who keeps or has the care, custody or control of a pigeon or pigeons.
- b. Conditions for Keeping of Pigeons. The keeping, breeding, maintenance and flying of pigeons shall be permitted, on the following conditions:
- i. The loft shall be of such sufficient size and design and constructed of such material, that it can be maintained in a clean and sanitary condition.
 - ii. There shall be at least one (1) square foot of floor space in any loft for each mature pigeon kept therein.
 - iii. The construction and location of the loft shall not conflict with the requirements of any Building Code or Zoning Code of the City.
 - iv. All feed for said pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin.
 - v. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations of the City.
 - vi. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition; and, at no time shall pigeons be allowed to perch or linger on the buildings or property of others.
 - vii. All pigeons shall be fed within the confines of the loft.
 - viii. No one shall release pigeons to fly for exercise, training or competition, except in compliance with the following rules:
 - (1) The owner of the pigeons must be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood.
 - (2) Pigeons will not be released for flying within four (4) hours of feeding.
 - ix. No owner may have more than twenty-five (25) pigeons in a residentially zoned area.
 - x. No person may own any type of pigeon other than those defined in

sec. 7.12(7)(a).

- c. Pigeon Permit. Any person owning a pigeon in the City of West Allis shall first obtain a permit. The Health Commissioner may issue an original or renewal pigeon permit upon submission of a completed application, payment of a fee of thirty dollars (\$30.), and inspection and approval of the premises for which the permit is to be issued. As part of the inspection process, the Health Commissioner shall conduct an informal survey of neighborhood residents to determine their concerns, if any, regarding pigeons being kept in the area. All permits shall expire on March 31, following the date of issuance, unless sooner revoked for cause. An additional fee of fifteen dollars (\$15.) shall be paid whenever the annual fee for a renewal is paid on April 1 or later. The cost for a duplicate permit shall be fifteen dollars (\$15.). No permit may be issued for any premises upon which three (3) or more dwelling units are located. Any permittee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to bird health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay a first reinspection fee of ten dollars (\$10.). Any licensee or applicant that requires a second or subsequent reinspection during the licensing year due to the Health Department finding a violation of this section or state statute or state regulation relating to bird health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code shall pay a second or subsequent reinspection fee of fifteen dollars (\$15.). **[Ord. O-2017-0018, 4/18/2017]**
 - d. Right of Entry for Inspection. The Health Commissioner or his designee may enter and inspect any property or loft at any reasonable time for the purpose of investigating either an actual or suspected violation or to ascertain compliance or noncompliance with this ordinance.
 - e. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.
8. Feeding of Wild Animals. **[Ord. O-2010-0017, 5/18/2010; Ord. O-2011-0080, 2/21/2012]**
- a. Definitions.
 - i. As used in this section, "feeding" means to place any material to feed or attract animals in or from the wild.
 - ii. As used in this section, "wild animal" is defined as any nondomesticated animal that lives in nature, including, but not limited to squirrels, raccoons, and deer.
 - b. The feeding of wild animals is prohibited in the City of West Allis.
 - c. This subsection shall not apply to wild birds. Feeding of wild birds shall be done in a manner to ensure that other wild animals are unable to access the bird feed. Premises upon which bird feed is provided shall be cleaned at least

once during each twenty-four-hour period to remove food material that has fallen to the ground. The Health Commissioner or his/her designee may order a property owner/occupant to cease the feeding of wild birds if an inspection reveals that evidence of rat activity is present on the property where bird feeding is occurring or on an adjacent property within three hundred (300) feet of the property line where rat activity is present. Such order shall be mailed or served in person to the property owner(s) of the affected properties and posted in a conspicuous place on the affected properties. Any person who continues to feed wild birds after receiving such an order shall be subject to the penalties in Section 7.16. Any person affected by the order may petition the Health Commissioner to lift the order if sixty (60) days have passed since the issuance of the order and the person can demonstrate to the Health Commissioner or his/her designee that no rat activity exists on the property. **[Ord. O-2014-0020, 4/1/2014]**

d. This subsection shall not apply to feeding a cat by a person who relinquished possession of that cat in accordance with WAMC 7.122(1)(a), but only if the feeding takes place under direct observation of the person feeding the cat between the hours of sunrise and sunset.

9. Dogs Prohibited at Rogers Playground. **[Ord. O-2011-0015; 5/17/2011]**

- a. No person shall allow any dog to enter or remain at the Rogers Playground, located at South 56th Street and West Rogers Street in the City of West Allis.

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**TEMP-22-4****Temporary Extension and Temporary Public Entertainment Premises Applications****Status:** Complete**Date Created:** Mar 24, 2022**Applicant**

Don Dougherty
dondougherty86@gmail.com
P.O Box 14191
west allis, WI 53214
12629931507

Location

8600 W GREENFIELD AVE
West Allis, WI 53214

Owner:

Don Dougherty
8600 W. Greenfield Ave west allis, WI 53214

Application Information**Check here if applying in person.**☐

Choose what type of permit(s) are you applying for?

Temporary Extension of Class B Premises Permit☒**Temporary Public Entertainment Premises Permit**☒**List the type of temporary public entertainment you are requesting**

Live music

Enter your current Class B Tavern License #

20-963

Temporary Extension of a Class B Premises Permit -

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

Temporary Public Entertainment Permit -

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

Will any part of your event be held outside?

Yes

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

Yes

Seasonal Extension☒**Daily**☐**Applicant / License Agent Information****Applicant Last Name (include suffix if applicable)**

Dougherty

Applicant First Name

Donald

Applicant Middle Initial

L

Date of Birth

06/30/1986

Mailing Address

8600 W GREENFIELD AVE

City

west allis

State

WI

Zip Code

53214

County

milwaukee

Phone Number

12629931507

E-Mail Address

dondougherty86@gmail.com

Business Information**Type of Organization**

LLC

Legal Name (corporation, limited liability company, or partnership)

Riviera of Wisconsin, INC

DBA/Trade/Business Name

Riviera Lanes

Business Address (License Location)

8600 W GREENFIELD AVE

Business Zip Code

53214

Business Phone Number

4147742274

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

No

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

No

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

No

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

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

No

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

Will hot food be kept warm and served outside?

No

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

Seasonal Extension of Class B Premises Permit Information**Permit may not exceed 6 months.****Start Date**

05/01/2022

End Date

11/01/2022

Enter the times when the Season Extension will be used. If there is a day during the week you will not use it, enter none in the start time and end time for that day.

Sunday Start Time

10am

Sunday End Time

10pm

Monday Start Time

10am

Monday End Time

10pm

Tuesday Start Time

10am

Tuesday End Time

10pm

Wednesday Start Time

10am

Wednesday End Time

10pm

Thursday Start Time

10am

Thursday End Time

10pm

Friday Start Time

10am

Friday End Time

10pm

Saturday Start Time

10am

Saturday End Time

10pm

Are you planning on having any outdoor entertainment on weekends?

--

Please indicate which specific weekends, times and any other pertinent information.

--

You must upload a diagram of the proposed seasonal extended premises and indicate where alcohol will be served and consumed.

Diagram of Area

pdf TEMP-22-4 Diagram.pdf

Uploaded by Gina Gresch on Apr 22, 2022 at 4:34 pm

Terms and Conditions for Extensions of Class B Premises Permits**I understand that I may not allow any glass beverage containers in the outdoor portion of the extension.****I understand that the border of any outdoor premises shall be physically marked with fencing, vegetation, barriers, or other objects or markings accurately indicating the limits of the outdoor premises.****I understand that any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.****I understand that no outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. The Common Council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.****I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.****I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.****I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.****Acceptance & Signature****I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)****READ CAREFULLY BEFORE SIGNING:**

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

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

Digital Signature (Individual, Partner, Manager of Limited Liability Company (LLC), Member, Officer of Corporation)

Donald Dougherty

03/24/2022

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

Clerk Administration Information

Application Correct and Complete?

No

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

Yes

List Other Licenses

TPEP - live music

Admin/Clerk Review

--

LH/CC Action

Don't complete step until the time the notice should be sent.

License and Health Date

05/03/2022

License and Health Time

7:00 pm

Meeting Room

Room 128

License and Health Recommendation

--

Common Council Date

--

Common Council Tentative Decision

--

If the council has imposed special conditions, enter below prior to entering the Common Council final date and issuing license:

Special Conditions:

--

Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

--

List reasons for denial.


--

Attachments



CAB1EC8F-FF5D-4731-BEDF-C2123784D6C4.jpeg

Uploaded by Don Dougherty on Mar 28, 2022 at 12:47 pm

 TEMP-22-4 Diagram.pdf

Uploaded by Gina Gresch on Apr 22, 2022 at 4:32 pm

History

Date	Activity
Mar 24, 2022 at 11:34 am	Don Dougherty started a draft of Record TEMP-22-4

Date	Activity
Mar 24, 2022 at 11:53 am	Don Dougherty submitted Record TEMP-22-4
Mar 27, 2022 at 3:22 pm	completed payment step Fee Payment on Record TEMP-22-4
Mar 27, 2022 at 3:22 pm	changed the deadline to Mar 28, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Mar 27, 2022 at 3:22 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Gina Gresch on Record TEMP-22-4
Mar 27, 2022 at 3:22 pm	changed the deadline to Mar 28, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Mar 28, 2022 at 12:34 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Mar 28, 2022 at 12:34 pm	Gina Gresch completed Record TEMP-22-4
Mar 28, 2022 at 12:40 pm	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-4
Mar 28, 2022 at 12:40 pm	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "Yes" on Record TEMP-22-4
Mar 28, 2022 at 12:41 pm	Gina Gresch reactivated approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Mar 28, 2022 at 12:47 pm	Don Dougherty added attachment CAB1EC8F-FF5D-4731-BEDF-C2123784D6C4.jpeg to Record TEMP-22-4
Mar 31, 2022 at 2:04 pm	Gina Gresch changed the deadline to Apr 01, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Mar 31, 2022 at 2:04 pm	Gina Gresch altered approval step Clerk's Office Application Review For Completion and Accuracy, changed status from Active to On Hold on Record TEMP-22-4
Apr 15, 2022 at 9:07 am	Gina Gresch changed the deadline to Apr 25, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Apr 15, 2022 at 9:09 am	Gina Gresch altered approval step Clerk's Office Application Review For Completion and Accuracy, changed status from On Hold to Skipped on Record TEMP-22-4
Apr 15, 2022 at 9:09 am	Gina Gresch completed Record TEMP-22-4
Apr 15, 2022 at 9:11 am	Gina Gresch changed Application Correct and Complete? from "Yes" to "No" on Record TEMP-22-4
Apr 15, 2022 at 9:11 am	Gina Gresch changed List Other Licenses from "" to "TPEP, but doesn't list what types of entertainment. " on Record TEMP-22-4
Apr 15, 2022 at 9:11 am	Gina Gresch altered approval step Clerk's Office Application Review For Completion and Accuracy, changed status from Skipped to Active on Record TEMP-22-4
Apr 22, 2022 at 4:31 pm	Gina Gresch added attachment TEMP-22-4 Diagram.pdf to Record TEMP-22-4
Apr 22, 2022 at 4:32 pm	Gina Gresch added List the type of temporary public entertainment you are requesting to Record TEMP-22-4
Apr 22, 2022 at 4:33 pm	Gina Gresch changed Do you have a Class B Tavern License for the area your are requesting an extension or public ente from "Yes" to "No" on Record TEMP-22-4
Apr 22, 2022 at 4:33 pm	Gina Gresch changed Do you have a Class B Tavern License for the area your are requesting an extension or public ente from "No" to "Yes" on Record TEMP-22-4
Apr 22, 2022 at 4:35 pm	Gina Gresch changed List Other Licenses from "TPEP, but doesn't list what types of entertainment. " to "TPEP - live music" on Record TEMP-22-4
Apr 22, 2022 at 4:35 pm	Gina Gresch changed Meeting Room from "" to "Room 128" on Record TEMP-22-4
Apr 22, 2022 at 4:35 pm	Gina Gresch changed License and Health Date from "" to "05/03/2022" on Record TEMP-22-4
Apr 22, 2022 at 4:35 pm	Gina Gresch changed License and Health Time from "" to "7:00 pm" on Record TEMP-22-4
Apr 26, 2022 at 10:37 am	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-4
Apr 26, 2022 at 10:37 am	Gina Gresch completed Record TEMP-22-4

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Fee Payment	Paid	Mar 24, 2022 at 11:53 am	Mar 27, 2022 at 3:22 pm	-	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	Mar 27, 2022 at 3:22 pm	Apr 26, 2022 at 10:37 am	Gina Gresch	04/25/20



City Clerk
clerk@westalliswi.gov

April 5, 2022

Carol Ruiz

2932 S 16th ST
milwaukee, WI 53215

RE: Operator's License Application Review

Dear Carol;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **April 19, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. Room 128 is the first room on your right when you enter the building. The Art Gallery is located in the lower level through glass doors.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

April 22, 2022

Carol Ruiz

2932 S 16th ST
milwaukee, WI 53215

RE: Operator's License Application Review

Dear Carol;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **May 3, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

April 5, 2022

Laurie Braun
Milwaukee
3436 s 8th street
Milwaukee, WI 53215

RE: Operator's License Application Review

Dear Laurie ;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **April 19, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

April 22, 2022

Laurie Braun
Milwaukee
3436 s 8th street
Milwaukee, WI 53215

RE: Operator's License Application Review

Dear Laurie ;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **May 3, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

April 13, 2022

Alexandra Lindemann
Milwaukee
4138 S 51st ST Apt 16
Milwaukee, Wisconsin 53220

RE: Operator's License Application Review

Dear Alexandra;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **April 19, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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Please park in the parking lot on the south side of the building. Room 128 is the first room on your right when you enter the building. The Art Gallery is located in the lower level through glass doors.

If you have questions, please email clerk@westalliswi.gov.

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- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

April 22, 2022

Alexandra Lindemann
Milwaukee
4138 S 51st ST Apt 16
Milwaukee, Wisconsin 53220

RE: Operator's License Application Review

Dear Alexandra;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **May 3, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

April 22, 2022

Angella Sievert

1952 S 71 st
West Allis, WI 53219

RE: Operator's License Application Review

Dear Angella;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **May 3, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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- Any other relevant evidence of rehabilitation and present fitness.

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26	112799	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113396	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113397	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113398	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113399	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113400	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113401	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113402	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113403	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113404	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113405	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113406	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113407	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113408	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113409	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113410	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113411	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113412	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
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26	113414	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113415	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113416	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113444	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113445	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113447	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113448	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113449	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13
26	113450	5.51E+14	55079 Milwaukee	5.51E+09	West Allis	85300	5.51E+13

STR_WARD	PERSONS	WHITE	BLACK	HISPANIC	ASIAN	AMINDIAN	PISLAND	OTHER
1	35	26	6	3	0	0	0	0
1	68	31	11	26	0	0	0	0
1	71	53	0	15	2	1	0	0
1	21	9	0	10	0	0	0	2
1	79	48	1	24	5	1	0	0
1	71	50	3	14	0	4	0	0
1	65	53	3	5	0	3	0	1
1	61	39	1	19	1	1	0	0
1	53	32	4	13	4	0	0	0
1	22	15	1	5	1	0	0	0
1	39	10	8	21	0	0	0	0
1	41	25	3	9	0	3	0	1
1	90	44	11	34	0	1	0	0
1	54	9	9	22	5	9	0	0
1	95	63	11	19	1	0	0	1
1	44	4	8	23	6	3	0	0
1	56	27	2	25	0	2	0	0
1	66	40	10	13	1	2	0	0
1	69	27	9	27	0	5	0	0
1	125	50	30	32	5	5	0	1
1	43	27	3	5	0	7	0	0
1	43	21	2	9	4	2	0	5
1	25	15	2	6	0	2	0	0
1	24	0	3	15	0	5	0	0
2	104	55	28	14	6	0	0	0
2	212	159	28	21	3	0	0	0
2	24	16	3	1	3	0	0	1
2	283	169	49	32	31	0	1	0
2	164	96	35	33	0	0	0	0
1	59	18	3	36	0	1	0	1
1	42	28	3	11	0	0	0	0
1	39	19	4	12	3	0	0	1
1	119	75	18	21	0	0	0	5
1	39	11	10	15	2	1	0	0
1	21	11	6	3	0	1	0	0
1	23	5	5	11	0	2	0	0
1	0	0	0	0	0	0	0	0
1	96	52	2	36	6	0	0	0
1	77	39	17	14	2	4	1	0
1	62	33	7	16	6	0	0	0
1	37	11	5	12	4	5	0	0
1	22	12	2	4	0	0	0	2
1	0	0	0	0	0	0	0	0
1	75	33	4	29	3	4	1	1
1	81	44	2	20	2	7	0	5
1	63	42	10	10	1	0	0	0

1	112	67	15	22	3	4	0	0
2	21	8	1	2	0	8	1	0
2	100	64	17	16	2	0	0	1
2	88	52	4	29	2	0	0	0
2	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
2	55	29	13	9	0	0	0	3
2	49	21	0	22	2	4	0	0
2	96	52	4	23	11	5	0	1
2	51	32	6	9	3	0	0	0
2	110	55	7	38	0	8	0	1
2	55	18	8	27	0	2	0	0
2	87	52	12	23	0	0	0	0
2	24	3	5	16	0	0	0	0
3	53	20	7	25	1	0	0	0
3	37	10	1	22	1	2	0	1
2	74	33	4	23	0	10	0	1
3	144	84	12	43	3	2	0	0
3	131	73	22	28	0	0	0	5
3	147	80	8	46	0	12	0	1
3	171	81	16	71	0	0	0	3
3	124	62	4	47	7	2	0	0
3	65	34	1	30	0	0	0	0
3	91	55	28	7	0	1	0	0
2	0	0	0	0	0	0	0	0
2	72	50	4	13	4	1	0	0
3	56	36	0	11	2	5	0	2
2	124	61	18	43	2	0	0	0
2	123	38	30	49	3	3	0	0
2	107	60	9	38	0	0	0	0
2	129	77	19	33	0	0	0	0
3	107	41	14	46	0	3	0	1
3	116	38	18	57	0	0	0	1
3	110	38	9	60	1	1	0	1
3	56	29	0	26	0	0	0	1
3	33	10	3	16	4	0	0	0
2	56	27	14	12	0	1	0	2
2	134	61	6	56	5	2	0	2
2	84	41	0	38	0	4	0	1
2	112	63	19	20	1	4	0	5
2	142	68	9	54	0	7	1	0
2	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
5	54	44	2	3	3	0	0	2
5	124	73	20	30	0	1	0	0

4	0	0	0	0	0	0	0	0
4	84	34	13	34	1	2	0	0
4	54	32	6	10	5	0	0	1
4	82	48	5	22	1	2	1	0
4	103	62	6	30	0	0	0	5
4	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0
5	130	71	14	43	0	1	0	0
4	85	60	2	22	0	0	1	0
4	80	55	6	14	1	4	0	0
5	50	28	0	17	3	1	1	0
5	0	0	0	0	0	0	0	0
5	35	25	2	8	0	0	0	0
5	86	63	3	17	1	2	0	0
5	30	13	0	6	2	9	0	0
5	104	70	3	29	2	0	0	0
5	0	0	0	0	0	0	0	0
5	81	54	6	16	1	3	0	0
5	58	48	0	5	5	0	0	0
5	79	53	15	11	0	0	0	0
5	89	55	11	17	5	0	1	0
5	45	28	9	8	0	0	0	0
5	12	2	0	7	0	2	0	0
5	81	49	4	22	6	0	0	0
5	95	64	5	19	0	6	0	1
5	75	56	5	12	0	1	0	1
5	56	28	5	19	0	3	0	0
5	26	6	0	16	4	0	0	0
5	95	59	7	28	1	0	0	0
5	106	56	0	38	3	9	0	0
5	63	37	17	9	0	0	0	0
5	107	66	4	33	0	4	0	0
5	61	35	9	8	5	1	0	0
4	200	179	7	10	0	4	0	0
4	57	25	4	27	1	0	0	0
4	24	7	5	8	2	0	0	2
4	71	39	1	31	0	0	0	0
4	65	33	4	20	6	0	0	2
4	82	42	16	22	0	1	0	0
4	0	0	0	0	0	0	0	0
4	73	56	1	11	4	0	1	0
4	82	49	5	21	0	7	0	0
4	0	0	0	0	0	0	0	0
4	89	46	2	29	1	9	1	1
4	96	59	17	14	0	3	0	0
4	28	11	3	14	0	0	0	0
4	59	34	0	24	0	0	0	0

4	87	67	6	12	1	1	0	0
5	0	0	0	0	0	0	0	0
4	62	28	5	24	3	2	0	0
4	64	32	3	28	0	1	0	0
5	78	49	8	16	0	5	0	0
4	51	24	7	13	5	2	0	0
5	47	29	0	10	7	1	0	0
5	47	37	2	6	1	1	0	0
5	88	56	5	20	1	5	0	0
5	21	8	1	3	2	4	0	3
5	75	46	8	21	0	0	0	0
5	69	45	3	13	1	6	0	1
5	74	56	1	12	4	0	0	1
5	59	33	1	11	11	3	0	0
5	68	50	1	13	1	3	0	0
5	85	64	10	10	1	0	0	0
5	93	63	6	20	1	2	0	1
5	59	41	0	15	2	1	0	0
5	23	15	0	8	0	0	0	0
5	11	10	1	0	0	0	0	0
5	7	5	0	2	0	0	0	0
5	16	8	1	6	0	1	0	0
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3	0	0	0	0	0	0	0	0
3	51	23	2	22	2	0	0	2
3	0	0	0	0	0	0	0	0
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3	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
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4	25	13	4	3	1	4	0	0
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3	0	0	0	0	0	0	0	0
3	98	53	15	22	2	6	0	0
3	74	21	0	44	4	5	0	0
3	19	5	2	8	2	1	0	0
3	66	36	2	18	6	4	0	0
3	103	40	12	49	0	2	0	0
3	80	43	8	21	0	8	0	0
3	56	45	1	5	1	0	0	4
2	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
3	37	16	3	16	1	0	0	1

3	30	16	0	9	0	5	0	0
3	36	14	9	13	0	0	0	0
3	11	0	0	10	0	0	0	0
3	102	45	1	54	0	2	0	0
3	121	43	16	58	0	4	0	0
3	102	43	6	41	0	6	0	6
3	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
4	37	10	0	26	1	0	0	0
4	82	40	15	15	5	7	0	0
4	0	0	0	0	0	0	0	0
4	74	54	2	15	1	0	0	2
7	93	55	2	27	3	6	0	0
7	146	92	7	39	2	2	0	4
7	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
7	12	1	5	2	0	0	0	0
7	77	47	8	13	0	7	0	2
7	110	64	6	32	5	2	0	0
7	92	63	7	12	0	9	0	0
7	88	49	7	26	6	0	0	0
6	113	55	24	32	0	2	0	0
6	63	54	3	4	0	0	0	2
6	103	60	6	30	5	0	0	2
6	118	79	3	29	0	7	0	0
6	65	37	1	24	1	1	0	1
6	97	57	0	29	0	10	0	1
6	122	72	21	18	2	6	0	1
7	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
7	79	44	3	25	6	0	0	0
7	105	56	6	41	0	0	0	1
6	85	48	10	21	6	0	0	0
6	100	64	4	31	0	1	0	0
6	85	56	6	21	1	0	0	1
6	94	59	10	14	3	8	0	0
6	85	41	8	20	13	0	0	3
6	97	52	8	35	0	0	0	2
6	90	47	8	32	0	2	0	1
6	19	6	4	4	1	3	0	1
6	63	39	4	19	0	0	0	1
6	82	60	3	17	0	0	0	2
6	88	62	0	19	4	3	0	0
6	98	71	0	18	5	4	0	0

6	93	60	5	19	7	2	0	0
6	85	46	11	19	5	1	0	3
6	45	35	2	7	0	1	0	0
10	63	38	4	12	8	1	0	0
10	102	62	16	20	0	3	0	0
10	95	60	5	21	0	6	0	1
10	182	136	15	28	2	0	0	1
10	76	45	7	14	5	2	1	0
10	115	88	5	16	0	2	0	3
10	98	69	4	22	0	1	0	0
6	141	84	15	37	2	0	0	1
10	136	87	29	18	0	1	1	0
6	99	62	21	7	0	3	0	5
6	104	47	32	17	6	1	0	1
6	82	57	2	17	2	3	0	1
10	42	35	5	1	0	0	1	0
10	75	49	11	11	0	2	0	2
10	82	57	10	12	3	0	0	0
10	62	37	9	10	2	1	0	3
6	73	49	7	9	5	2	0	1
10	39	27	3	9	0	0	0	0
10	72	47	1	24	0	0	0	0
10	72	52	11	6	0	3	0	0
10	49	40	0	6	2	0	0	0
10	55	40	5	8	2	0	0	0
10	28	18	1	7	0	2	0	0
10	75	57	4	12	2	0	0	0
10	55	50	0	0	4	0	0	1
10	75	68	4	3	0	0	0	0
7	194	163	17	12	1	1	0	0
7	92	61	6	19	6	0	0	0
7	73	51	5	10	2	1	0	1
7	26	16	1	5	1	0	0	3
7	84	55	1	22	2	3	0	1
7	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
9	12	3	0	6	3	0	0	0
9	299	245	24	26	0	2	1	0
7	59	53	0	6	0	0	0	0
9	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
9	41	24	7	7	1	2	0	0
9	37	21	3	8	0	0	0	3
9	80	49	5	16	9	1	0	0
9	34	27	3	2	0	0	1	1

9	41	30	2	8	0	0	0	0
9	71	28	21	15	2	2	0	0
10	163	130	13	11	3	3	1	2
10	71	49	0	16	1	3	0	1
10	77	65	1	11	0	0	0	0
10	53	30	4	14	1	3	0	1
10	51	29	6	11	0	4	0	0
7	32	27	0	5	0	0	0	0
9	0	0	0	0	0	0	0	0
9	50	25	6	13	5	0	0	0
9	88	44	3	30	2	6	0	3
9	55	44	3	6	2	0	0	0
7	73	49	3	16	3	2	0	0
6	79	42	10	22	1	3	0	0
10	88	58	6	16	3	0	0	5
10	152	112	13	27	0	0	0	0
10	95	71	7	13	0	2	0	0
9	61	39	0	21	1	0	0	0
7	24	16	1	7	0	0	0	0
7	46	29	0	9	0	6	0	0
6	56	33	0	15	1	6	0	0
9	99	67	11	13	0	3	0	5
7	77	55	3	18	1	0	0	0
7	67	29	12	17	7	2	0	0
7	127	77	17	30	0	2	1	0
7	69	47	10	7	1	1	0	2
7	36	23	3	5	0	4	0	0
7	76	44	15	5	5	3	0	4
7	56	36	2	16	0	0	0	1
7	95	55	5	16	4	15	0	0
7	117	71	10	33	0	1	1	0
7	91	76	9	5	1	0	0	0
7	65	37	10	6	5	5	0	1
7	37	20	1	13	0	0	0	2
7	29	16	5	6	1	1	0	0
9	83	61	1	11	3	6	0	1
9	72	60	3	5	0	3	0	1
9	90	56	24	6	1	3	0	0
9	54	37	7	10	0	0	0	0
9	97	58	23	11	3	1	0	1
9	45	25	8	5	1	1	0	0
9	73	58	3	10	1	0	0	0
9	72	68	0	3	0	1	0	0
9	73	52	5	12	1	1	0	0
9	75	56	5	11	0	0	0	3
9	97	72	9	9	1	0	0	6
9	88	65	2	19	1	1	0	0

9	65	51	3	10	0	1	0	0
7	69	57	5	5	0	1	1	0
7	97	63	22	7	3	0	0	1
9	59	24	11	21	0	1	0	2
9	106	64	19	15	1	5	0	1
9	0	0	0	0	0	0	0	0
9	72	36	2	26	0	5	0	0
9	76	54	5	13	0	2	0	2
9	114	79	3	22	5	0	1	4
9	78	39	3	27	2	6	0	0
9	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
8	164	113	18	24	0	5	0	4
8	117	84	2	27	1	3	0	0
8	130	92	7	31	0	0	0	0
8	132	86	6	37	0	0	0	3
8	0	0	0	0	0	0	0	0
8	131	81	11	22	8	7	0	2
8	128	77	4	40	0	4	0	0
8	117	76	12	28	1	0	0	0
8	117	84	12	19	0	0	0	1
8	23	16	0	5	0	2	0	0
8	101	53	9	29	7	2	1	0
8	100	46	14	39	0	0	0	0
8	77	52	0	16	4	5	0	0
8	165	120	26	11	1	1	0	6
8	31	20	1	9	0	1	0	0
8	190	145	2	37	5	0	0	1
8	103	90	5	6	0	2	0	0
8	98	69	6	14	5	3	0	1
8	82	45	4	12	7	11	0	0
8	61	42	6	8	5	0	0	0
8	0	0	0	0	0	0	0	0
12	215	167	19	25	3	0	0	1
12	82	58	3	12	3	2	0	4
12	62	49	4	6	3	0	0	0
12	14	5	3	5	1	0	0	0
12	48	30	6	7	5	0	0	0
11	115	98	0	7	7	2	1	0
11	106	85	10	10	0	0	0	0
11	95	61	12	19	0	1	0	2
11	108	71	1	29	6	0	0	1
11	110	76	8	19	2	2	0	1
11	68	39	5	15	3	4	0	1
11	126	85	0	29	4	8	0	0
11	85	59	3	20	1	0	0	2
12	0	0	0	0	0	0	0	0

11	132	80	22	26	2	0	0	1
11	52	30	4	12	0	4	0	2
12	100	65	5	21	5	2	0	2
14	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0
15	86	55	4	17	1	9	0	0
15	0	0	0	0	0	0	0	0
12	213	176	12	19	6	0	0	0
12	86	61	9	8	3	1	0	0
12	87	58	3	22	1	2	0	0
12	78	60	7	11	0	0	0	0
11	40	27	1	7	2	3	0	0
11	20	4	2	14	0	0	0	0
11	178	141	13	21	0	3	0	0
14	0	0	0	0	0	0	0	0
11	66	40	6	18	1	0	0	1
11	58	49	4	5	0	0	0	0
11	78	58	0	15	2	3	0	0
11	78	57	0	19	1	1	0	0
11	111	96	1	10	2	0	0	2
11	66	42	8	14	1	0	0	1
11	66	44	1	8	6	5	0	2
11	35	9	10	9	3	2	1	0
11	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0
11	120	102	2	5	4	2	0	5
11	80	68	4	2	2	3	0	0
11	63	37	4	17	5	0	0	0
11	67	53	1	12	0	0	0	1
11	115	102	5	7	1	0	0	0
11	66	51	5	6	0	2	0	0
11	100	78	5	17	0	0	0	0
11	95	75	0	11	7	0	0	1
11	80	55	0	18	1	0	0	6
11	61	50	3	3	3	1	0	1
11	161	118	12	15	8	4	0	4
12	135	99	4	28	1	1	0	1
12	93	73	1	7	1	11	0	0
12	126	101	13	9	0	0	0	0
12	63	49	4	4	1	0	0	3
12	115	86	7	13	2	1	0	6
12	37	23	6	5	1	0	0	2
12	387	239	60	55	16	10	0	6
12	73	52	2	15	0	0	0	3
12	73	46	9	16	0	2	0	0
12	50	33	4	5	2	5	0	0
12	139	99	11	18	5	5	0	0

12	54	40	1	8	0	0	0	2
12	104	73	3	18	9	0	0	1
12	0	0	0	0	0	0	0	0
12	61	33	4	12	7	1	0	3
12	43	23	11	1	0	6	0	0
12	165	107	34	12	0	12	0	0
12	92	58	5	21	0	8	0	0
12	108	64	8	22	11	0	0	1
12	127	85	24	15	1	2	0	0
12	70	38	7	18	2	4	0	0
13	154	116	19	18	0	0	0	1
13	55	30	5	10	0	2	0	8
13	93	81	0	12	0	0	0	0
13	53	41	2	3	1	3	0	3
13	35	28	3	3	0	0	0	1
13	59	41	2	6	4	2	0	4
13	28	13	7	8	0	0	0	0
13	46	27	1	16	1	1	0	0
13	150	117	5	25	0	3	0	0
13	103	85	2	11	4	0	0	1
13	106	81	7	11	6	1	0	0
13	136	99	5	28	3	0	0	1
13	27	9	2	8	0	6	0	2
13	16	2	10	3	0	0	0	1
13	250	217	5	15	3	8	0	2
13	109	89	1	14	2	3	0	0
13	60	50	1	2	5	0	0	2
13	74	60	1	4	2	6	0	1
13	66	51	8	7	0	0	0	0
13	119	97	7	7	2	4	0	2
13	126	87	0	29	3	4	0	3
13	168	131	5	20	7	4	0	1
14	41	32	4	5	0	0	0	0
14	44	28	3	9	1	3	0	0
14	242	190	6	35	4	7	0	0
14	78	62	2	13	0	0	0	1
14	61	56	1	0	1	0	0	3
14	67	57	1	6	0	3	0	0
14	297	195	46	46	4	5	0	0
14	58	34	3	11	8	2	0	0
14	95	61	1	26	2	3	0	1
14	99	82	0	11	4	0	0	2
14	111	76	10	17	6	1	0	1
14	41	31	4	2	1	3	0	0
14	52	40	0	7	2	1	0	1
14	71	57	1	10	0	1	0	0
14	68	48	5	7	2	6	0	0

14	53	42	0	6	0	2	0	3
14	48	38	0	9	0	1	0	0
14	69	54	0	12	1	2	0	0
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14	109	76	9	21	0	1	0	1
14	42	19	2	8	7	3	0	3
14	37	16	2	14	1	1	0	3
14	0	0	0	0	0	0	0	0
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14	117	92	4	10	4	6	0	0
14	123	95	1	14	5	7	0	0
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15	35	30	0	3	0	0	0	2
15	64	59	1	2	0	0	0	2
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15	70	47	7	10	5	0	0	1
15	58	54	0	4	0	0	0	0
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15	41	23	1	16	0	0	0	1
15	32	28	0	1	0	3	0	0
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15	66	46	0	14	5	0	0	0
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16	68	46	11	10	0	0	0	1
16	61	38	0	23	0	0	0	0
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16	16	3	3	8	2	0	0	0
16	20	12	0	6	1	0	0	1

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16	64	27	3	26	1	0	0	7
16	114	65	12	33	1	1	0	2
16	94	68	4	21	0	0	0	1
16	19	8	0	10	0	1	0	0
16	22	10	1	6	3	0	0	0
16	31	10	3	12	3	3	0	0
16	27	13	0	10	2	0	0	0
16	70	50	4	7	7	2	0	0
16	61	43	3	12	1	2	0	0
16	107	85	10	12	0	0	0	0
16	28	18	1	8	1	0	0	0
16	44	32	0	9	3	0	0	0
16	37	18	4	5	4	0	0	4
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16	62	57	0	5	0	0	0	0
16	114	79	3	19	6	4	0	3
16	65	56	1	1	4	0	0	2
16	111	106	3	2	0	0	0	0
16	37	22	3	5	2	3	0	1
16	28	17	1	9	0	1	0	0
16	112	101	1	3	7	0	0	0
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16	9	8	1	0	0	0	0	0
16	0	0	0	0	0	0	0	0
17	84	48	7	25	0	0	1	0
17	92	52	3	26	3	2	0	6
17	58	47	1	7	0	1	0	2
17	63	43	0	16	1	3	0	0
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17	54	33	12	6	3	0	0	0
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18	61	46	3	8	1	3	0	0
18	145	122	5	7	0	1	0	8
18	82	59	1	14	5	2	0	0
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19	76	67	3	1	1	3	0	1
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19	46	40	4	2	0	0	0	0
19	73	57	0	11	0	3	0	2
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19	172	139	17	11	0	4	1	0
19	53	28	0	14	8	0	0	3
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18	47	28	6	7	3	1	1	1
18	47	32	7	6	0	1	0	0
18	32	25	0	2	4	0	0	1
18	52	42	2	5	3	0	0	0
18	77	60	0	14	0	0	0	3
17	102	72	8	16	2	3	0	1
17	67	47	1	13	4	0	0	2
17	60	44	4	7	4	0	0	0
17	51	38	8	4	0	0	0	1
17	29	25	3	1	0	0	0	0
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17	35	25	3	7	0	0	0	0
17	66	47	2	12	0	3	0	2
17	46	36	3	1	0	4	0	2
17	45	36	3	3	0	1	0	2
17	51	43	0	8	0	0	0	0
17	63	62	1	0	0	0	0	0
17	95	78	0	14	3	0	0	0
17	58	54	0	1	1	2	0	0
17	26	22	1	3	0	0	0	0
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17	74	56	0	9	5	4	0	0
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17	22	1	1	12	0	2	0	5
17	75	71	1	0	2	0	0	0
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17	23	12	5	4	2	0	0	0
17	33	24	0	7	2	0	0	0
17	90	36	10	20	20	0	0	4
17	95	78	4	10	1	2	0	0
17	35	23	0	8	4	0	0	0
17	121	105	1	3	6	0	0	5
17	97	69	4	15	7	2	0	0
17	128	92	8	23	1	4	0	0
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19	61	40	1	7	3	4	0	6
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19	74	68	0	3	2	0	0	1
19	95	89	2	2	0	2	0	0
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19	77	71	1	5	0	0	0	0
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18	78	56	12	5	0	0	0	0
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18	156	137	2	3	6	6	0	2
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18	105	78	1	20	3	3	0	0
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18	34	27	0	2	4	0	0	0
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18	64	46	0	17	1	0	0	0
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18	90	78	3	8	1	0	0	0
18	46	36	0	6	0	4	0	0
18	28	17	1	9	1	0	0	0
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19	31	14	3	11	2	0	1	0
19	44	38	0	3	0	0	0	3
19	45	26	2	17	0	0	0	0
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19	83	62	2	16	1	2	0	0
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19	42	35	0	7	0	0	0	0
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19	31	17	0	5	8	1	0	0
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19	86	73	3	2	6	0	0	2
19	144	117	2	17	8	0	0	0
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19	56	51	1	4	0	0	0	0
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21	117	97	8	10	0	2	0	0
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21	34	26	1	4	1	0	0	2
21	40	39	0	1	0	0	0	0
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21	30	30	0	0	0	0	0	0
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22	47	40	3	1	1	0	0	2
22	44	43	0	0	0	1	0	0
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22	79	62	0	16	0	0	0	1
22	56	46	3	0	6	0	0	0
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22	48	41	0	4	0	0	0	2
22	70	65	5	0	0	0	0	0
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22	52	50	0	0	2	0	0	0
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22	48	40	0	2	3	2	0	1
22	47	42	1	0	0	2	0	2
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22	67	54	3	8	1	1	0	0
22	52	48	0	3	0	1	0	0
22	54	45	3	4	2	0	0	0
22	18	18	0	0	0	0	0	0
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22	73	71	0	1	0	0	0	0
22	63	60	0	1	0	1	0	0
22	54	48	1	2	2	0	0	0
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22	73	51	9	12	0	1	0	0
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22	69	60	0	6	3	0	0	0
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22	37	35	0	0	1	0	0	0
22	64	53	2	5	2	0	0	2
22	94	73	10	7	0	4	0	0
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22	75	63	2	5	3	2	0	0
22	39	31	0	5	1	1	0	0
22	40	35	0	2	0	3	0	0
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21	50	37	4	6	0	3	0	0
21	57	30	7	8	9	2	0	0
21	38	23	0	4	7	0	0	2
21	167	102	38	21	0	1	0	2
21	901	505	112	85	188	10	0	1
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21	45	38	3	0	4	0	0	0
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21	38	15	0	9	4	8	0	0
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21	63	49	1	5	5	1	0	1

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21	46	37	2	7	0	0	0	0
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23	18	0	0	11	5	0	0	1
23	784	483	128	137	23	8	0	5
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23	89	59	1	11	2	7	0	8
23	107	71	0	18	7	8	0	1
23	55	42	2	5	0	2	0	4
23	31	18	1	8	2	2	0	0
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23	0	0	0	0	0	0	0	0
23	265	197	26	20	16	6	0	0
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23	100	93	1	6	0	0	0	0
23	91	55	6	11	11	4	0	0
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23	129	92	2	23	0	0	0	11
23	38	30	4	3	0	0	0	1
23	37	28	0	9	0	0	0	0
24	419	340	27	22	17	3	0	8
24	24	19	0	2	1	2	0	0
24	36	18	2	6	3	6	1	0
24	65	46	6	7	4	2	0	0
24	94	74	0	12	6	0	0	2
24	26	24	0	2	0	0	0	0
24	47	39	0	5	0	3	0	0
23	23	10	3	9	0	1	0	0
23	39	33	0	4	1	0	0	1
23	82	63	2	9	1	6	0	0
23	85	72	0	9	2	0	0	2
24	94	80	0	8	5	1	0	0
24	156	141	0	9	3	2	0	0
24	93	74	6	10	2	0	0	0
24	241	129	69	35	6	2	0	0

24	13	5	1	6	0	0	0	0
24	0	0	0	0	0	0	0	0
24	64	58	1	2	0	0	0	2
24	114	90	8	9	4	0	0	1
24	22	16	1	1	3	1	0	0
24	219	155	10	31	19	1	0	3
24	55	47	1	0	6	0	0	1
24	60	54	0	3	0	0	0	2
24	52	38	6	7	1	0	0	0
24	60	48	2	7	0	0	0	3
24	76	60	5	5	2	4	0	0
24	74	69	3	0	2	0	0	0
24	68	63	0	3	0	2	0	0
24	35	30	0	2	2	0	0	1
24	48	43	2	1	1	1	0	0
24	65	62	0	2	0	0	0	1
24	0	0	0	0	0	0	0	0
24	27	24	0	2	1	0	0	0
25	0	0	0	0	0	0	0	0
25	47	34	3	5	0	5	0	0
25	1789	1081	330	243	79	23	0	12
25	56	42	1	2	2	8	0	1
25	0	0	0	0	0	0	0	0
25	37	33	0	4	0	0	0	0
25	93	68	2	21	2	0	0	0
25	28	25	2	1	0	0	0	0
25	21	15	0	5	0	0	0	1
25	32	29	0	3	0	0	0	0
25	115	84	10	6	10	4	0	1

OTHERMLT PERSONS18	WHITE18	BLACK18	HISPANIC18	ASIAN18	AMINDIAN	PISLAND18	OTHER18
0	35	26	6	3	0	0	0
0	58	29	7	22	0	0	0
0	51	41	0	9	0	1	0
0	15	9	0	4	0	0	2
0	49	35	1	7	5	1	0
0	55	43	1	7	0	4	0
0	59	52	2	2	0	3	0
0	50	35	0	15	0	0	0
0	43	30	2	7	4	0	0
0	13	7	1	5	0	0	0
0	36	10	7	19	0	0	0
0	36	23	3	6	0	3	1
0	71	39	3	29	0	0	0
0	37	7	5	11	5	9	0
0	67	51	3	12	0	0	1
0	32	4	8	11	6	3	0
0	47	27	0	20	0	0	0
0	64	40	10	11	1	2	0
1	46	23	4	16	0	2	0
2	84	40	15	17	5	5	1
1	35	26	1	4	0	4	0
0	31	17	2	8	0	2	2
0	21	15	1	5	0	0	0
1	17	0	3	9	0	4	0
1	85	52	16	11	6	0	0
1	197	150	28	16	3	0	0
0	22	16	2	1	3	0	0
1	268	165	44	28	30	0	0
0	143	93	26	24	0	0	0
0	26	10	1	14	0	1	0
0	30	22	3	5	0	0	0
0	23	17	0	5	0	0	1
0	83	56	9	16	0	0	2
0	29	4	10	12	2	1	0
0	21	11	6	3	0	1	0
0	10	0	0	10	0	0	0
0	0	0	0	0	0	0	0
0	74	50	0	22	2	0	0
0	56	34	10	7	2	2	1
0	42	30	4	8	0	0	0
0	28	11	3	7	3	4	0
2	14	11	0	0	0	0	2
0	0	0	0	0	0	0	0
0	58	30	4	17	3	2	1
1	66	39	0	13	2	7	5
0	57	39	8	10	0	0	0

1	96	62	14	12	3	4	0	0
1	17	7	1	0	0	8	1	0
0	82	58	13	8	2	0	0	1
1	66	45	2	17	2	0	0	0
0	0	0	0	0	0	0	0	0
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0	0	0	0	0	0	0	0	0
1	43	26	6	8	0	0	0	3
0	46	21	0	21	0	4	0	0
0	73	38	4	17	9	5	0	0
1	39	25	3	7	3	0	0	0
1	91	51	6	25	0	8	0	1
0	42	14	6	20	0	2	0	0
0	72	45	12	15	0	0	0	0
0	10	0	3	7	0	0	0	0
0	38	18	6	13	1	0	0	0
0	24	10	0	11	1	2	0	0
3	51	25	4	16	0	3	0	1
0	104	68	7	27	0	2	0	0
3	104	64	11	24	0	0	0	5
0	111	76	3	22	0	10	0	0
0	135	77	11	47	0	0	0	0
2	86	54	3	21	5	1	0	0
0	51	29	1	21	0	0	0	0
0	66	43	17	5	0	1	0	0
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0	55	42	3	7	2	1	0	0
0	48	32	0	8	2	5	0	1
0	93	48	13	30	2	0	0	0
0	90	36	12	36	3	3	0	0
0	77	51	3	23	0	0	0	0
0	97	68	4	25	0	0	0	0
2	76	34	10	30	0	0	0	0
2	76	37	13	25	0	0	0	1
0	78	38	9	29	1	1	0	0
0	38	24	0	14	0	0	0	0
0	21	7	0	10	4	0	0	0
0	42	24	8	8	0	0	0	2
2	101	56	6	32	5	0	0	2
0	60	40	0	19	0	1	0	0
0	90	54	16	10	1	4	0	5
3	108	65	3	34	0	3	1	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
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0	48	44	0	2	0	0	0	2
0	98	67	17	13	0	1	0	0

0	0	0	0	0	0	0	0	0
0	63	29	7	24	1	2	0	0
0	40	27	5	4	3	0	0	1
3	53	40	4	5	1	2	1	0
0	88	52	6	25	0	0	0	5
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0	0	0	0	0	0	0	0	0
1	99	65	12	21	0	1	0	0
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0	69	53	6	6	0	4	0	0
0	41	23	0	14	3	0	1	0
0	0	0	0	0	0	0	0	0
0	32	24	0	8	0	0	0	0
0	67	48	2	15	0	2	0	0
0	22	12	0	3	2	5	0	0
0	78	58	1	19	0	0	0	0
0	0	0	0	0	0	0	0	0
1	72	51	5	11	1	3	0	0
0	46	38	0	3	5	0	0	0
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0	77	52	11	8	5	0	1	0
0	36	22	9	5	0	0	0	0
1	9	2	0	5	0	2	0	0
0	61	42	3	10	6	0	0	0
0	87	61	4	19	0	2	0	1
0	64	49	4	9	0	1	0	1
1	50	27	5	14	0	3	0	0
0	13	6	0	5	2	0	0	0
0	75	54	7	13	1	0	0	0
0	80	52	0	20	0	8	0	0
0	57	37	12	8	0	0	0	0
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3	42	28	2	3	5	1	0	0
0	197	179	7	8	0	3	0	0
0	45	25	4	15	1	0	0	0
0	18	7	0	7	2	0	0	2
0	52	38	1	13	0	0	0	0
0	54	31	4	11	6	0	0	2
1	69	39	16	13	0	1	0	0
0	0	0	0	0	0	0	0	0
0	58	49	0	6	2	0	1	0
0	76	45	4	20	0	7	0	0
0	0	0	0	0	0	0	0	0
0	66	43	2	12	1	6	1	1
3	77	51	15	10	0	1	0	0
0	24	10	0	14	0	0	0	0
1	45	30	0	15	0	0	0	0

0	74	63	3	6	1	1	0	0
0	0	0	0	0	0	0	0	0
0	57	24	5	23	3	2	0	0
0	46	27	3	16	0	0	0	0
0	57	41	4	7	0	5	0	0
0	36	19	7	8	1	1	0	0
0	34	29	0	4	0	1	0	0
0	38	33	2	1	1	1	0	0
1	68	43	4	14	1	5	0	0
0	21	8	1	3	2	4	0	3
0	50	37	4	9	0	0	0	0
0	59	41	2	11	1	3	0	1
0	68	51	0	12	4	0	0	1
0	46	28	0	11	6	1	0	0
0	47	37	1	5	1	3	0	0
0	65	52	7	5	1	0	0	0
0	71	53	3	12	0	2	0	1
0	48	37	0	9	2	0	0	0
0	13	7	0	6	0	0	0	0
0	11	10	1	0	0	0	0	0
0	6	5	0	1	0	0	0	0
0	14	8	0	5	0	1	0	0
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0	0	0	0	0	0	0	0	0
0	40	23	0	15	0	0	0	2
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
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0	0	0	0	0	0	0	0	0
0	18	13	0	2	1	2	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	82	52	10	14	2	4	0	0
0	47	15	0	25	4	3	0	0
1	14	3	2	5	2	1	0	0
0	50	32	2	9	4	3	0	0
0	79	34	6	37	0	2	0	0
0	54	40	0	11	0	3	0	0
0	41	33	1	2	1	0	0	4
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	28	15	0	11	1	0	0	1

0	24	13	0	6	0	5	0	0
0	25	14	5	6	0	0	0	0
1	6	0	0	5	0	0	0	0
0	70	38	0	32	0	0	0	0
0	92	40	12	38	0	2	0	0
0	81	39	6	28	0	6	0	2
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	32	8	0	23	1	0	0	0
0	71	33	15	12	5	6	0	0
0	0	0	0	0	0	0	0	0
0	65	46	2	14	1	0	0	2
0	72	51	2	11	3	5	0	0
0	111	76	5	28	2	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
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0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
4	6	0	0	2	0	0	0	0
0	51	35	2	10	0	2	0	2
1	77	51	3	18	4	0	0	0
1	70	47	4	11	0	7	0	0
0	73	43	7	17	6	0	0	0
0	81	49	17	13	0	2	0	0
0	52	46	2	2	0	0	0	2
0	71	48	6	16	1	0	0	0
0	107	71	3	26	0	7	0	0
0	41	29	0	10	1	0	0	1
0	77	52	0	19	0	5	0	1
2	82	59	6	12	2	2	0	1
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
1	65	37	3	18	6	0	0	0
1	89	49	3	36	0	0	0	0
0	70	48	10	6	6	0	0	0
0	76	53	1	21	0	1	0	0
0	65	47	5	12	1	0	0	0
0	85	52	8	14	3	8	0	0
0	54	37	0	7	8	0	0	2
0	60	40	5	15	0	0	0	0
0	76	47	2	24	0	2	0	1
0	19	6	4	4	1	3	0	1
0	51	37	2	11	0	0	0	1
0	67	57	3	7	0	0	0	0
0	66	47	0	13	3	3	0	0
0	77	61	0	7	5	4	0	0

0	72	44	5	16	5	2	0	0
0	70	38	10	14	5	0	0	3
0	33	26	2	5	0	0	0	0
0	40	27	1	5	6	1	0	0
1	78	53	7	15	0	2	0	0
2	81	54	4	17	0	3	0	1
0	148	116	5	24	2	0	0	1
2	50	30	7	9	0	2	0	0
1	79	71	2	5	0	0	0	1
2	82	64	0	18	0	0	0	0
2	105	68	9	25	2	0	0	1
0	95	68	16	10	0	0	1	0
1	76	54	11	5	0	1	0	5
0	81	46	15	12	6	1	0	1
0	61	49	0	8	0	3	0	1
0	32	31	0	0	0	0	1	0
0	64	45	9	8	0	2	0	0
0	68	47	9	9	3	0	0	0
0	53	37	5	5	2	1	0	3
0	52	34	5	9	1	2	0	1
0	33	22	3	8	0	0	0	0
0	49	41	1	7	0	0	0	0
0	60	48	8	3	0	1	0	0
1	37	32	0	3	2	0	0	0
0	35	30	0	4	1	0	0	0
0	27	18	0	7	0	2	0	0
0	57	50	0	5	2	0	0	0
0	48	44	0	0	4	0	0	0
0	65	60	3	2	0	0	0	0
0	180	161	11	6	1	1	0	0
0	79	51	5	17	6	0	0	0
3	57	41	3	6	2	1	0	1
0	25	15	1	5	1	0	0	3
0	69	51	0	12	2	3	0	1
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0	0	0	0	0	0	0	0	0
0	11	3	0	5	3	0	0	0
1	272	239	13	16	0	2	1	0
0	51	49	0	2	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	35	24	5	3	1	2	0	0
2	21	11	2	4	0	0	0	3
0	51	38	0	4	8	1	0	0
0	30	25	3	2	0	0	0	0

1	31	28	2	0	0	0	0	0
3	49	24	13	8	2	2	0	0
0	128	107	12	6	3	0	0	0
1	61	46	0	12	1	1	0	0
0	63	61	0	2	0	0	0	0
0	42	28	4	9	0	0	0	1
1	37	27	0	10	0	0	0	0
0	28	24	0	4	0	0	0	0
0	0	0	0	0	0	0	0	0
1	37	21	4	8	4	0	0	0
0	62	34	2	16	2	6	0	2
0	42	33	3	5	1	0	0	0
0	54	38	2	11	3	0	0	0
1	62	36	6	15	1	3	0	0
0	81	56	3	14	3	0	0	5
0	126	92	13	21	0	0	0	0
2	81	65	7	7	0	2	0	0
0	38	25	0	13	0	0	0	0
0	11	11	0	0	0	0	0	0
2	31	24	0	2	0	5	0	0
1	36	26	0	4	1	5	0	0
0	80	60	8	8	0	3	0	1
0	53	41	3	8	1	0	0	0
0	39	21	7	6	3	2	0	0
0	96	55	17	21	0	2	1	0
1	55	44	3	4	1	0	0	2
1	25	19	0	1	0	4	0	0
0	57	36	6	3	5	3	0	4
1	47	31	2	12	0	0	0	1
0	72	46	2	11	0	13	0	0
1	98	62	5	28	0	1	1	0
0	64	57	4	2	1	0	0	0
1	53	29	8	4	5	5	0	1
1	27	18	0	7	0	0	0	2
0	24	16	5	2	1	0	0	0
0	63	44	1	10	3	5	0	0
0	57	53	0	2	0	1	0	1
0	67	46	15	5	1	0	0	0
0	39	29	3	7	0	0	0	0
0	74	54	11	4	3	1	0	1
5	28	18	8	2	0	0	0	0
1	51	46	1	2	1	0	0	0
0	64	61	0	3	0	0	0	0
2	69	51	5	9	1	1	0	0
0	56	49	1	6	0	0	0	0
0	80	61	8	5	0	0	0	6
0	69	57	0	10	1	1	0	0

0	53	43	3	6	0	1	0	0
0	61	50	5	4	0	1	1	0
1	77	52	17	4	3	0	0	1
0	48	24	6	16	0	0	0	2
1	84	52	15	9	1	5	0	1
0	0	0	0	0	0	0	0	0
3	45	31	2	10	0	2	0	0
0	64	50	5	6	0	2	0	1
0	91	68	0	13	5	0	1	4
1	65	38	2	17	2	5	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	142	103	12	18	0	5	0	4
0	96	68	2	22	1	3	0	0
0	95	76	0	19	0	0	0	0
0	95	68	3	21	0	0	0	3
0	0	0	0	0	0	0	0	0
0	115	78	11	16	6	2	0	2
3	96	66	0	23	0	4	0	0
0	92	62	12	17	1	0	0	0
1	84	71	3	8	0	0	0	1
0	20	13	0	5	0	2	0	0
0	71	43	6	13	6	2	1	0
1	75	42	8	25	0	0	0	0
0	51	41	0	4	4	2	0	0
0	152	111	25	8	1	1	0	6
0	25	18	0	7	0	0	0	0
0	159	132	0	22	5	0	0	0
0	83	71	5	6	0	1	0	0
0	84	61	6	11	3	3	0	0
3	74	44	4	9	7	7	0	0
0	49	39	0	6	4	0	0	0
0	0	0	0	0	0	0	0	0
0	207	161	18	25	3	0	0	0
0	71	53	2	7	3	2	0	4
0	50	45	1	4	0	0	0	0
0	9	3	2	3	1	0	0	0
0	38	30	5	2	1	0	0	0
0	90	78	0	3	7	2	0	0
1	85	68	9	7	0	0	0	0
0	68	44	12	9	0	1	0	2
0	73	56	1	11	4	0	0	1
2	83	64	2	12	2	2	0	1
1	56	39	2	8	2	3	0	1
0	94	69	0	17	4	4	0	0
0	63	47	0	14	0	0	0	2
0	0	0	0	0	0	0	0	0

1	103	68	15	17	2	0	0	1
0	43	23	4	10	0	4	0	2
0	78	48	4	17	5	2	0	2
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	64	46	3	12	1	2	0	0
0	0	0	0	0	0	0	0	0
0	165	143	7	9	6	0	0	0
4	75	60	4	3	3	1	0	0
1	53	42	0	8	0	2	0	0
0	61	50	6	5	0	0	0	0
0	33	24	0	4	2	3	0	0
0	10	4	2	4	0	0	0	0
0	131	112	5	11	0	3	0	0
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0	50	42	3	5	0	0	0	0
0	63	50	0	10	0	3	0	0
0	56	51	0	4	0	1	0	0
0	88	80	1	6	1	0	0	0
0	53	34	8	10	1	0	0	0
0	53	36	1	5	6	5	0	0
1	27	9	8	5	3	2	0	0
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1	96	78	0	13	0	0	0	5
0	21	18	3	0	0	0	0	0
0	31	24	0	7	0	0	0	0
2	382	318	24	17	16	2	0	4
0	21	16	0	2	1	2	0	0
0	17	12	2	1	1	0	1	0
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0	78	63	0	7	6	0	0	2
0	21	19	0	2	0	0	0	0
0	40	35	0	2	0	3	0	0
0	21	10	2	8	0	1	0	0
0	29	25	0	3	0	0	0	1
1	74	60	0	7	0	6	0	0
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0	164	107	35	14	6	2	0	0

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2	84	69	5	4	4	0	0	1
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0	191	133	9	26	19	1	0	3
0	49	42	1	0	6	0	0	0
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0	43	33	4	6	0	0	0	0
0	50	39	2	6	0	0	0	3
0	51	43	3	3	2	0	0	0
0	56	52	2	0	2	0	0	0
0	48	45	0	3	0	0	0	0
0	31	27	0	2	2	0	0	0
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0	0	0	0	0	0	0	0	0
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21	1376	914	206	149	64	22	0	11
0	52	42	1	1	2	6	0	0
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0	62	51	2	9	0	0	0	0
0	23	21	1	1	0	0	0	0
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SEN2021	CON2021	SPLITWARE	UNICOMBC	Shape_STA	Shape_STL	SHAPE_Len	SHAPE_Area
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3	4	0	55079853C	207152	1948	813	36028
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3	4	0	55079853C	94167	1228	512	16377
3	4	0	55079853C	94207	1228	512	16384
3	4	0	55079853C	167359	1716	715	29106
3	4	0	55079853C	108766	1615	674	18915
3	4	0	55079853C	217765	2025	845	37870
3	4	0	55079853C	94266	1228	512	16394
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3	4	0	55079853C	157518	1698	708	27392
3	4	0	55079853C	148363	1583	660	25801
3	4	0	55079853C	167585	1717	716	29144
3	4	0	55079853C	168552	1708	713	29311
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3	4	0	55079853C	118050	1391	580	20528
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3	4	0	55079853C	907567	4582	1911	157811
3	4	0	55079853C	293182	2131	889	50981
3	4	0	55079853C	413419	2637	1100	71888
3	4	0	55079853C	186918	1890	789	32503
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3	4	0 55079853C	210015	1959	817	36505
3	4	0 55079853C	243567	2061	860	42337
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3	4	0 55079853C	198746	1925	803	34542
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3	4	1 55079853C	208166	1954	815	36182
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5	4	0 55079853C	105713	1320	551	18378
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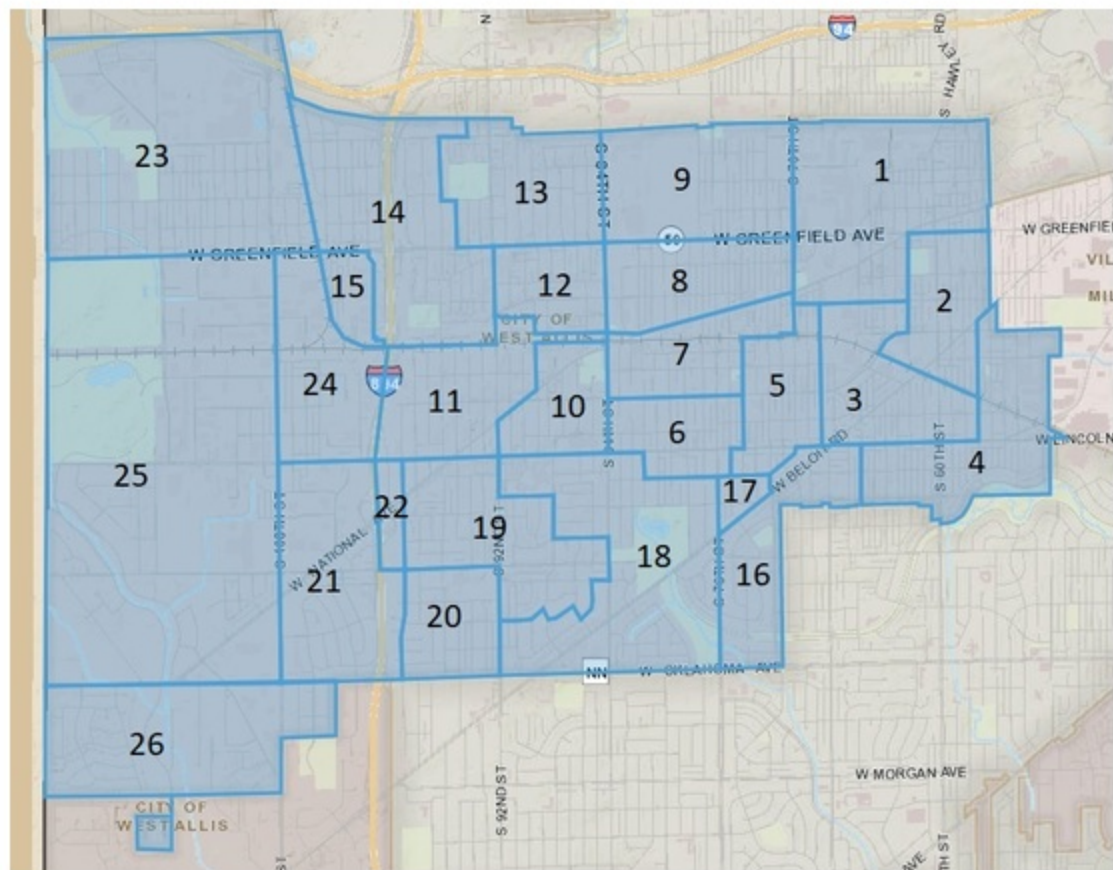
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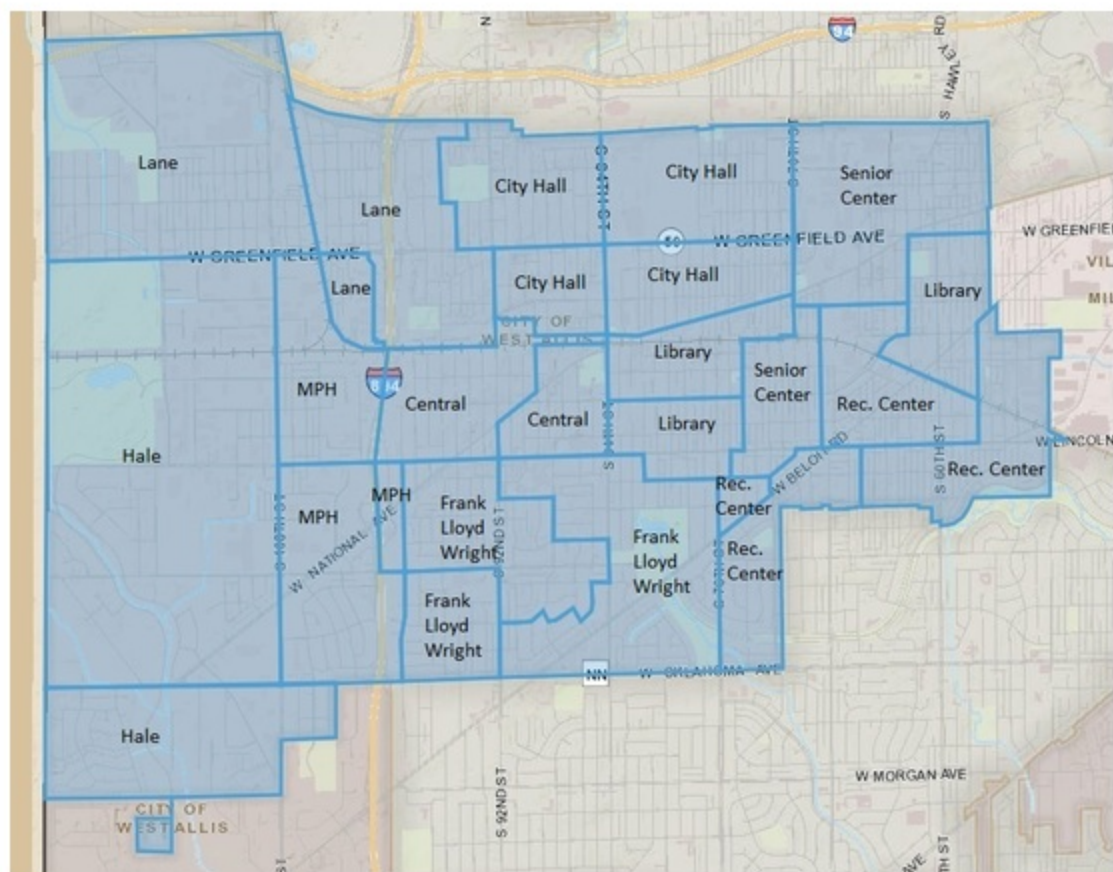
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**CITY OF WEST ALLIS
ORDINANCE O-2022-0083**

**DIVISION ORDINANCE TO READJUST WARD BOUNDARIES IN COMPLIANCE
WITH WIS. STAT. 5.15(4)(A)**

AMENDING SECTION 1.020

WHEREAS, the common council adopted a ward plan in File # O-2022-0072 on April 19, 2022, with limited notice and information; and

WHEREAS, further adjustments to the ward map are required to effect the action of the state in creating congressional and state legislative districts by creating wards that are convenient to the voters, small enough in size to utilize a single vote counting machine for each ward without causing delays at polling places, and arranged in a manner that promotes the efficient administration of elections;

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

SECTION 1: **AMENDMENT** “1.020 Wards” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

1.020 Wards

1. Pursuant to Section 5.15 of the Wisconsin Statutes and based on the published results of the 2020 Federal Decennial Census of Population, the City of West Allis is divided into ~~18~~26 wards. The ward boundaries are set forth and designated on the Official City of West Allis Ward Map ([link](#)).

~~Historical Maps~~

~~Ward Map (4/10/22-4/19/22) ([link](#))~~

~~Ward Map (1/1/22-4/9/22) ([link](#))~~

2. The Wards established under this section consist of whole blocks to suit the convenience of the voters residing therein and are, as far as practicable, compact and observe the community interest of existing neighborhoods and other settlements, and conform with the population requirements set forth in Sec. 5.15(2)(b)2. of the Wisconsin Statutes, as amended, except to the extent new wards have been created to accommodate legislative districts and congressional districts as required by Wis. Stat. 5.15(4). Ward boundaries are intended to be as permanent as possible.

SECTION 2: **EFFECTIVE DATE** This ordinance shall be in full force and effect on May 3, 2022.

SECTION 3: **REPEAL** All prior ward maps are repealed and replaced by the map adopted in this ordinance.

SECTION 4: **WARD MAP** The common council adopts the attached ward map and directs the city clerk to implement this map to the greatest extent possible.

SECTION 5: **POLLING PLACES** The following polling places are established under Wis. Stat. 5.25 for the wards created as a result of the new state legislative and federal congressional districts:

Ward 1 - Senior Center, 7001 W National Ave
Ward 2 - West Allis Public Library, 7421 W National Ave
Ward 3 - WAWM Recreation Center, 2450 S 68th St
Ward 4 - WAWM Recreation Center, 2450 S 68th St
Ward 5 - Senior Center, 7001 W National Ave
Ward 6 - West Allis Public Library, 7421 W National Ave
Ward 7 - West Allis Public Library, 7421 W National Ave
Ward 8 - City Hall, 7525 W Greenfield Ave
Ward 9 - City Hall, 7525 W Greenfield Ave
Ward 10 - Central High School, 8516 W Lincoln Ave
Ward 11 - Central High School, 8516 W Lincoln Ave
Ward 12 - City Hall, 7525 W Greenfield Ave
Ward 13 - City Hall, 7525 W Greenfield Ave
Ward 14 - Lane Intermediate School, 1300 S 109th St
Ward 15 - Lane Intermediate School, 1300 S 109th St
Ward 16 - WAWM Recreation Center, 2450 S 68th St
Ward 17 - WAWM Recreation Center, 2450 S 68th St
Ward 18 - Frank Lloyd Wright Intermediate School, 9501 W Cleveland Ave
Ward 19 - Frank Lloyd Wright Intermediate School, 9501 W Cleveland Ave
Ward 20 - Frank Lloyd Wright Intermediate School, 9501 W Cleveland Ave
Ward 21 - Mother of Perpetual Help, 2322 S 106th St
Ward 22 - Mother of Perpetual Help, 2322 S 106th St
Ward 23 - Lane Intermediate School, 1300 S 109th St
Ward 24 - Mother of Perpetual Help, 2322 S 106th St
Ward 25 - Nathan Hale High School, 11601 W Lincoln Ave
Ward 26 - Nathan Hale High School, 11601 W Lincoln Ave

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0332**

**RESOLUTION OF RECOGNITION OF THE CONRAD GARDENS
NEIGHBORHOOD ASSOCIATION**

WHEREAS, the Mayor and Common Council of the City of West Allis, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and,

WHEREAS, the City of West Allis values citizen involvement and engagement, and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and,

WHEREAS, the Conrad Gardens Neighborhood Association (“CGNA”) has been properly organized by residents of the City of West Allis to promote and sustain at all times the highest standards in preservation of their neighborhood, and address the issues of safety, social engagement, and neighborhood improvements within its designated boundaries; and,

WHEREAS, the CGNA will serve residents in its area extending from Greenfield Ave. on the north, to the Union Pacific Railroad on the south and west and S. 84 St. on the east, further described in the attached Boundary map exhibit; and,

WHEREAS, the CGNA and its membership is inclusive to all residents of the neighborhood; and,

WHEREAS, on April 25th, 2022, CGNA held a meeting at Wilson Elementary School, adopted the bylaws of the association, and elected a Board of Directors; and,

WHEREAS, the CGNA is fully formed and officially recognized under the neighborhood association guidelines that were adopted by the City of West Allis in April of 2014.

NOW THEREFORE, BE IT RESOLVED that the City of West Allis, whose Mayor, and Common Council are herein assembled, officially recognizes the CGNA.

BE IT FURTHER RESOLVED that the Mayor, Common Council, and staff of the City of West Allis hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

SECTION 1: **ADOPTION** “R-2022-0332” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0332(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

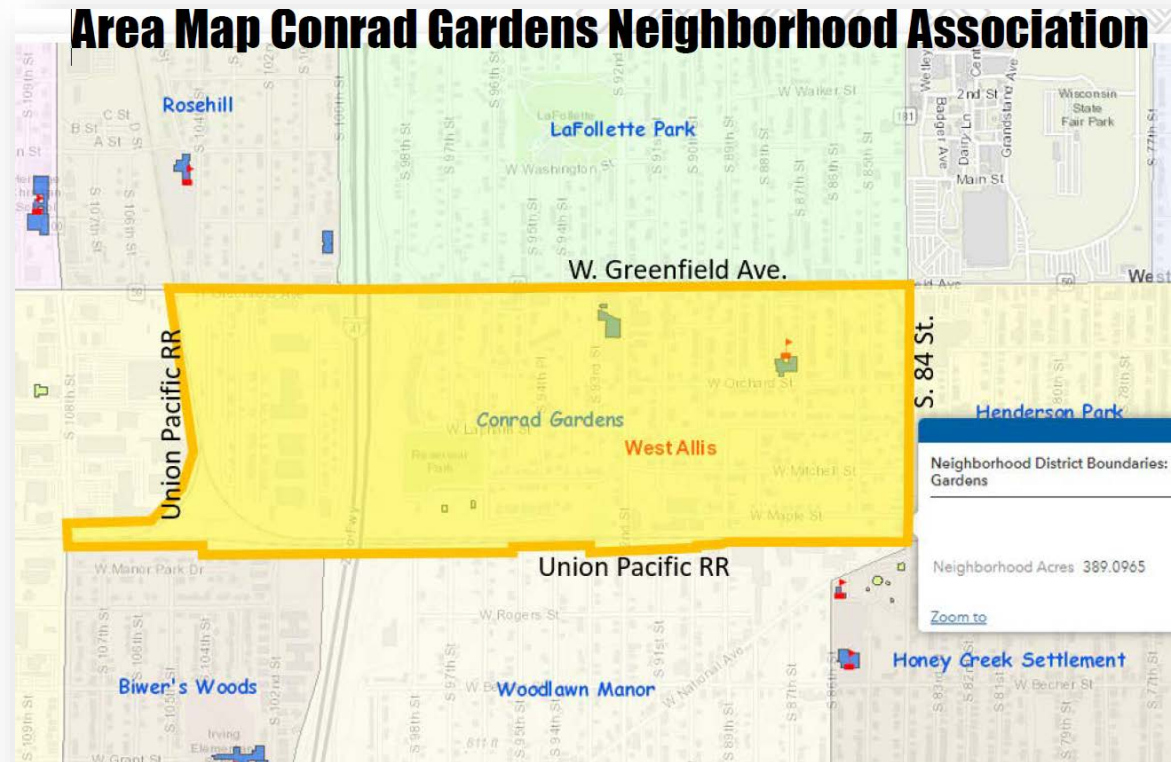
Dan Devine, Mayor City Of West
Allis

Neighborhood Association Recognition Application

Before Applying for Neighborhood Association Recognition, You Will Need:

1. Names, emails, and phone numbers for all members of your neighborhood association.
 2. A designated contact person for your neighborhood association
 3. A defined meeting schedule for your neighborhood association
 4. Documented proposed and/or approved by laws
 5. A map of your neighborhood association's boundaries
- For assistance, please contact Community Engagement Coordinator Jenny Kosek at jkosek@westalliswi.gov.

Name of Neighborhood Association	Conrad Gardens Neighborhood Association
Main Contact First Name	Myra
Main Contact Last Name	Becker
Main Contact Email	mybecker76@gmail.com
Main Contact Phone	414-628-4139
Neighborhood Association Mission/Statement of Purpose	<p>Our mission is to promote a better sense of community for the residents and businesses within Conrad Gardens by creating a welcoming and inclusive neighborhood through cultural and multi-generational engagement and outreach.</p> <p>Our objective is to make our neighborhood a safer, friendlier, more attractive and better place to live, work and play.</p>



Bylaws of the
Conrad Gardens Neighborhood Association

Article I. NAME, BOUNDARIES AND PURPOSE.

Section 1.01: NAME. The NAME of this organization shall be the Conrad Neighborhood Association, hereafter referred to as THE ASSOCIATION.

Section 1.02: BOUNDARIES. The boundary is as so depicted on the attached map. The Association is bound on the W. Greenfield Avenue to the north, 84th street to the east and Union Pacific railroad to the south and west.

Section 1.03: PURPOSE. The Bylaws shall govern the Association and its members.

The purpose of this organization is:

- a. To enhance the livability of the area by establishing and maintaining an open line of communication and liaison between the neighborhood, the City of West Allis, Wis., other participating agencies, and other neighborhoods;
- b. To provide an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood;
- c. To perform all of the activities related to said purposes;
- d. To be organized exclusively for educational, social and charitable purposes; and,
- e. Nothing in these bylaws shall preclude an association from forming as a non-profit organization.

Article II. MEMBERSHIP.

Section 2.01: ELIGIBILITY FOR MEMBERSHIP. Any person who lives on or owns any real property, or any legal entity who operates a place of business or institution, within the recognized boundaries of the Association is eligible for Membership in the Association. In no event shall any person be eligible for more than one membership. Membership may be terminated by resignation and shall terminate at once for anyone who ceases to reside, own property or operate a place of business or institution within the boundaries of the Association.

Section 2.02: NON-DISCRIMINATION. The Association shall afford equal opportunities for participation in the Neighborhood Association to all persons who meet the membership qualifications regardless of race, color, religion, sex, age, handicap, familial status, or national origin.

Section 2.03 MEMBER OF RECORD. A Member of Record is any person eligible for membership who has signed-in and provided contact information at any meeting within the previous two years. Members of Record are entitled to Notice of Meetings.

Section 2.04: HONORARY MEMBERSHIP. Any person may acquire Honorary Membership in the Association, by a majority vote of the Membership at a regularly scheduled meeting. Honorary Membership entitles the person to information regarding the Association, such as a newsletter, and free participation in neighborhood events. Honorary Membership does not, however, include voting rights.

Section 2.05: MEMBERSHIP DUES. Dues are not required for membership or voting in the Association. Voluntary contributions, or other sources as authorized by the Board of Directors, may be used as an income source for the Association. Any income realized by the association will be used to pursue the purposes of the Association. No board member will receive an income.

Section 2.06: VOTING RIGHTS. For purposes of voting, signing name and address on the “Meeting Sign-In Sheet” shall evidence membership. Each member, except Honorary Members, shall be entitled to one vote. There shall be no voting by proxy.

Section 2.07: AUTHORITY TO REPRESENT ASSOCIATION. No member, including any member of the Board of Directors whether acting individually or for the Board, may represent to any public agency, the media, or other person or entity whatsoever that they represent the Association or the views or desires of the Association or the majority of the members, unless such representation, and the essential content of the representations made by such member, has specifically been authorized by vote of the members and be so documented.

It is the intent of this section that the Association shall represent the consensus of the members, and if consensus cannot be reached, then no representation shall be made in the name of the Association on behalf of its members. It is anticipated that this section shall be implemented by the members, by majority vote, giving general guidance and direction to the Board on specific issues, and the Board shall then give specific direction to the elected officers for the implementation of the members directions and public representations of the Association. A summary of dissenting views shall be transmitted along with any recommendation made by the Association to the City.

ARTICLE III. MEETINGS OF MEMBERS.

Section 3.01: PLACE OF MEETINGS. All meetings, whether regular, annual or special shall be held at a suitable location within the Association, or as close thereto as is reasonably practicable, considering the distance, suitability of facilities, and cost, if any. When practical, public meeting places such as libraries and schools are preferred.

Section 3.02: REGULAR MEETINGS. There shall be at least two general membership meetings yearly. The meetings shall be convened at a time and place designated by the Centralized Committee.

Section 3.03: ANNUAL MEETING. An annual meeting of the Members shall be held in the month of September of each year, if possible. At such meeting, the Members shall elect the Officers of the Association, receive reports on the affairs of the Association, and transact any other business which is within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call the annual meeting.

Section 3.04: SPECIAL MEETINGS. Special meetings of the Board of Directors or Members may be called by the President, by a majority of the Board of Directors of the Association, or by twenty-five percent (25%) or more of the current Members of Record.

Section 3.05: NOTICE OF MEETINGS. A written, electronic or printed notice of each meeting, stating the place, day, and hour of the meeting, shall be given by the Secretary of the Association, or by the person authorized to call the meeting, to each active Member of Record of the Association. Public notice, in a manner deemed reasonable by the Association, shall also be provided. This notice shall be given at least seven (7) days before the date named for the meeting.

Section 3.06: QUORUM. The Members present plus half of the board members at any properly announced meeting shall constitute a quorum at such meeting.

Section 3.07: VOTING. All issues shall be decided by a majority vote of members present at the meetings.

Section 3.08: PROCEDURES. The Association shall follow Robert's Rules of Order (Revised) in all areas not covered by the bylaws.

ARTICLE IV. BOARD OF DIRECTORS.

Section 4.01: BOARD OF DIRECTORS. The Board of Directors shall consist of not less than three (3) individuals and not more than eight (8) individuals, inclusive of elected Officers, each of whom at all times shall be a Member of Record of the Association.

The affairs of the Association shall be managed by a Board of Directors in the interim between general meetings of members. The board shall be accountable to the membership; shall seek the views of those affected by any proposed policies or reactions in a public meeting format before adopting any recommendation on behalf of the association; and shall strictly comply with these Bylaws.

Section 4.02: OFFICERS. The Association shall have the following officers:

- 1) President;
- 2) Vice-President;
- 3) Treasurer; and,
- 4) Secretary.

Section 4.03: ELECTION OF OFFICERS AND BOARD MEMBERS. The Officers and Board Members shall be nominated and elected by majority vote at the annual meeting of the full membership. Secret written ballots may be used for voting for Officers and Board Members.

Section 4.04: TERMS. The Officers and Board Members shall serve a one-year term, with no limitations on future terms.

Section 4.05: DUTIES. The duties of the Officers are as follows:

- 1) The **PRESIDENT** shall be the principal executive officer of the Association and shall preside over all meetings, maintain tie-breaking votes, represent the Association on public occasions, and make such committee appointments from the membership, as shall be deemed advisable for the effective conduct of the work of the Association.
- 2) The **VICE-PRESIDENT** shall assist the President as the President requests, and represent the Association on appropriate occasions. The Vice-President shall also, in the absence or disability of the President, perform the duties and exercise the powers of the President of the Association.
- 3) The **TREASURER** shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association. Annual Financial Reports shall be prepared by the Treasurer and presented to the Members at the Annual Meeting.
- 4) The **SECRETARY** shall keep attendance records and record the proceedings of all meetings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.
- 5) The duties of the Officers shall not be limited, as enumerated above.

6) Unless so authorized, no Officer or Board Member shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.

Section 4.06. CONFLICTS OF INTEREST. A conflict of interest exists for an member of the Board of Directors when they hold a personal financial interest, which will be impacted by the action or inaction by Association on a proposal before the Membership or Board. A personal financial interest shall include a financial interest held by the Board Member and/or their immediate family. A personal financial interest includes an ownership interest above 5% of a business, which will be impacted by the decision of Association. Examples of personal financial interest would include but not be limited to:

1. Ownership of property the use or control of which is being considered by the Association; or
2. Plans to purchase property the use or control of which is under discussion by the Association.

Section 4.07: DECLARING A CONFLICT OF INTEREST. Whenever an Officer or Board Member determines that they have a conflict of interest relating to an item under discussion, they must inform the body hearing the proposal that the conflict of interest exists.

Section 4.08: ABSTENTION FROM VOTING. Officers or Board Members shall not vote on matters in which they have a conflict of interest.

Section 4.09: VACANCIES AND REMOVAL. Any Officer or Board Member may be removed by a two-thirds majority vote of the members of the Association (excluding the person to be removed). Upon the death, removal, resignation, or incapacity of an Officer or Board Member of the Association, a majority of the Association shall elect a successor.

Section 4.10: MANAGEMENT. The Association shall be managed by the Board of Directors so elected, with powers consistent these Bylaws of the Association.

Section 4.11: EMERGENCY POWERS. In such cases where the Board of Directors is required to provide neighborhood response before a question can be presented to the membership, the Board of Directors must indicate to the questioner that this is the case. They shall then present the action taken at a special or general meeting within fourteen (14) days or a lesser time for ratification by the membership, where circumstances dictate.

ARTICLE V. COMMITTEES.

Section 5.01: AUTHORIZATION TO ESTABLISH COMMITTEES. The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees shall be appointed with term specifications by the President. Committees shall make recommendations to the Board of Directors for actions.

Section 5.02: GRIEVANCE COMMITTEE. The Grievance Committee, whose purpose is to receive complaints and promptly recommend specific actions to the Board of Directors, shall consist of at least three (3) members, who are not members of the Board of Directors, appointed by the President.

ARTICLE VI. FINANCES.

Section 6.01: EXPENDITURES. Expenditures of funds amounting to over One Hundred Dollars (\$100) in any month must be approved by majority vote of the Membership present at any properly-announced meeting of the Membership.

ARTICLE VII. GRIEVANCES.

Section 7.01: COMPLAINT OF GRIEVANCE. A member of the Association adversely affected by an action of the Board of Directors may submit in writing a complaint to any member of the Grievance Committee. Such complaint shall be provided in writing within ten (10) calendar days of the meeting where such action took place.

Section 7.02: RESOLUTION. Within ten (10) calendar days of receipt of the complaint, the committee shall arrange with the complainant a mutually acceptable place, day and hour for a review of the complaint, and will in writing, within ten (10) calendar days of such meeting, mail a recommended resolution, and/or action, of the grievance to the complainant and each member of the Board of Directors. The Board of Directors shall hold a Special Meeting of the Board of Directors within ten (10) calendar days of the postmarked letter from the Grievance Committee to determine whether or not the committee's recommendation is acceptable to the Board of Directors or complainant.

Section 7.03: FINAL. If the Board is unable to resolve the grievance, then final resolution of the complaint shall be by vote of the membership at a Special Meeting of the membership. The Board shall be obliged to call this meeting.

ARTICLE XIII. NON-COMPLIANCE WITH BYLAWS.

Section 8.01: NON-COMPLIANCE PENALTIES. Noncompliance with the Bylaws of the Association may result in termination of membership for the offender, upon a two-thirds majority vote by the membership of the Association. Under no circumstance will noncompliance with any section of these Bylaws constitute the forfeiture of the rights of the Association to exist or the rights of the Association to enforce the Bylaws of the Association.

ARTICLE IX. ACCEPTANCE OF BYLAWS AND AMENDMENTS

Section 9.01: ADOPTION. Adoption of these Bylaws and any Amendments shall be by a two-thirds majority vote of those present at any meeting of the Members of the Association, provided written copies of the Bylaws and proposed Amendments, and notice of the meeting is given at least seven (7) days prior to the meeting.

Section 9.02: ACCEPTANCE. The undersigned, being a majority of the persons eligible for membership present at the formation meeting of the Association held (date) 3/14/2022, do hereby certify that the within and foregoing Bylaws constitute the Bylaws of such Association:

1. Mary Becker.
2. Juliana Hepburn-Gay
3. ANATM
4. Kara Wilby
5. Carl Sagerbeek
6. Imigold Dagnie
7. _____
8. _____
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23. _____
24. _____
25. _____

etc. ...

Conrad Gardens Neighborhood Association Committee Contact Information			
Name	Address	Phone	Email
Myra Becker	1463 S. 96 th St West Allis, WI 53214	414-628-4139	Mybecker76@gmail.com
Carrie Zagzebski	1750 S. 96 th St. West Allis, WI 53214		cdzag@sbcglobal.net
Kara Witty	1451 S 86th St West Allis, WI 53214	414-305-0851	kwitty@wi.rr.com
Anna Tran	1460 S 86th St West Allis, WI 53214	414-704-8265	attran14@gmail.com
Nina Hepburn-Gray	8502 W Lapham St West Allis, WI 53214	815-978-4082	justinahepburngray@gmail.com
Mari Mueller	1444 S. 97 th West Allis, WI 53214	847-651-6547	mbmueller80@gmail.com
Mianna Ingold - Gagnie	1527 S. 85 th St. West Allis, WI 53214	414-366-3438	Miannaingold@gmail.com
Moriah Nord	1537 S 93rd St. West Allis, WI 53214	414-840-2400	mnord@firstweber.com

CGNA Committee Meeting Schedule

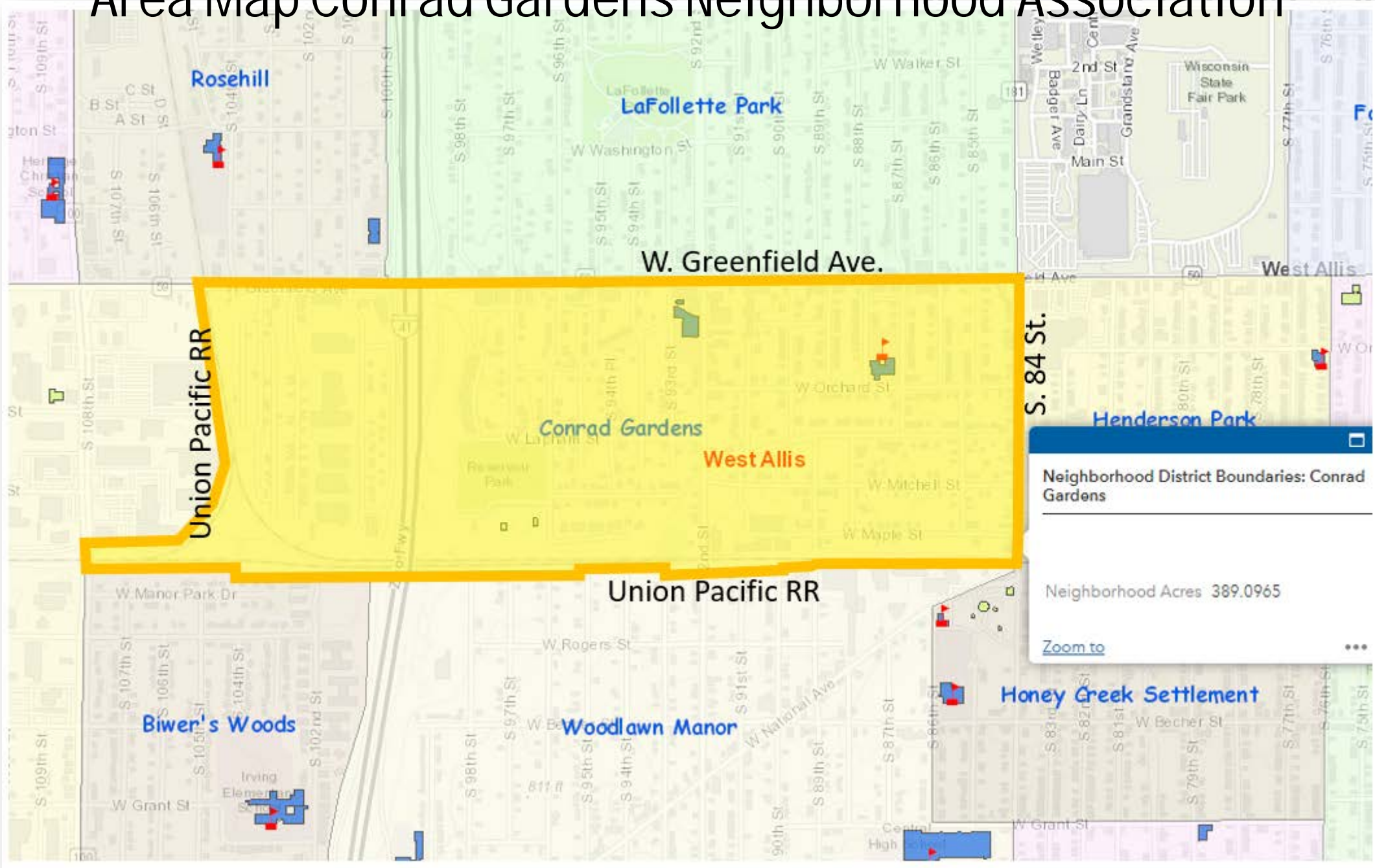
Location: Wilson Elementary School

8710 W. Orchard St.

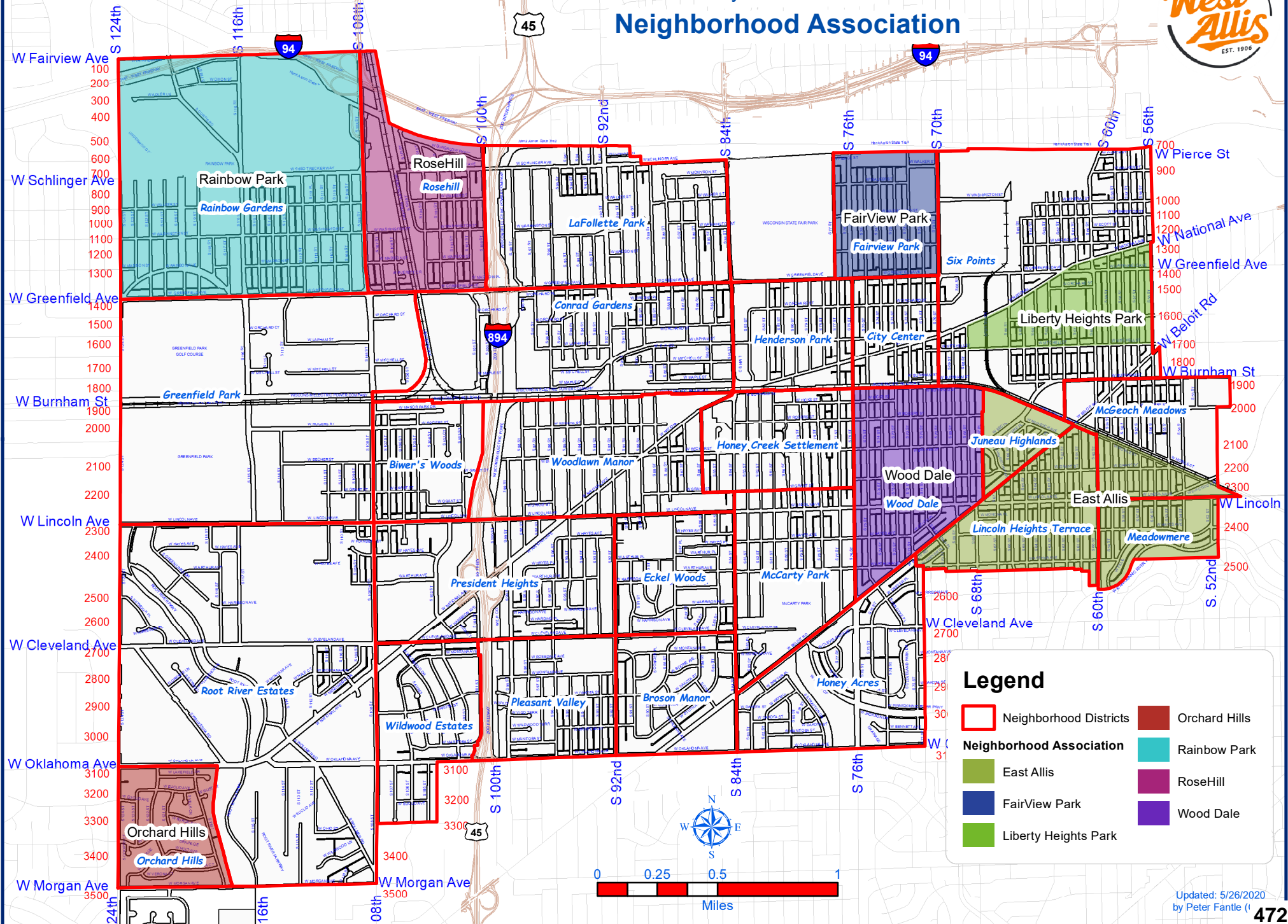
West Allis, WI 53214

Schedule: Monthly

Area Map Conrad Gardens Neighborhood Association



City of West Allis . Neighborhood Association



Sponsors Ald Grisham & Ald Kuehn

..Title

Resolution of Recognition of the Conrad Gardens Neighborhood Association.

..Body

WHEREAS, the Mayor and Common Council of the City of West Allis, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and,

WHEREAS, the City of West Allis values citizen involvement and engagement, and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and,

WHEREAS, the Conrad Gardens Neighborhood Association ("CGNA") has been properly organized by residents of the City of West Allis to promote and sustain at all times the highest standards in preservation of their neighborhood, and address the issues of safety, social engagement, and neighborhood improvements within its designated boundaries; and,

WHEREAS, the CGNA will serve residents in its area extending from Greenfield Ave. on the north, to the Union Pacific Railroad on the south and west and S. 84 St. on the east, further described in the attached Boundary map exhibit; and,

WHEREAS, the CGNA and its membership is inclusive to all residents of the neighborhood; and,

WHEREAS, on April 25th, 2022, CGNA held a meeting at Wilson Elementary School, adopted the bylaws of the association, and elected a Board of Directors; and,

WHEREAS, the CGNA is fully formed and officially recognized under the neighborhood association guidelines that were adopted by the City of West Allis in April of 2014.

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis, whose Mayor, and Common Council are herein assembled, officially recognizes the CGNA.

BE IT FURTHER RESOLVED that the Mayor, Common Council, and staff of the City of West Allis hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

Attachment: Application, Bylaws and Boundaries

cc: Planning and Zoning Office

DEV-R-1100-5-3-22 CGNA