



COMMON COUNCIL MEETING AGENDA - REVISED

Tuesday, June 16, 2020 - 7:00 PM

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the Zoom platform with each member accessing the meeting remotely as detailed below.

Public comments will be accepted in writing only.

Public comments should be directed at least 2 hours prior to the meeting to the City Clerk's Office in advance by email at clerkdept@greenfieldwi.us or by leaving a written public comment addressed to the intended committee in the drop box at City Hall, 7325 W. Forest Home Ave., Greenfield, by 4:30 p.m. on the day of the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the method identified below upon at least two hours' notice. Notice can be given to the City Clerk's Office at 414-329-5219.

To register to attend the meeting, please go to:
https://zoom.us/webinar/register/WN_hWC56yF8Ttyqs295-YwKxg

Please contact the City Clerk's office at 414-329-5219 if you do not have access to a computer to register for the meeting.

Recordings of the meeting will also be placed on the City's YouTube Account after the meeting.

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the May 19, 2020 Common Council minutes
- E. Aldermanic Reports
- F. Announcements
- G. Citizen Commentary
- H. Public Hearings

1. Public Hearing on a Special Use Permit for MKE Doghouse, a proposed pet boarding business to be located at 4305 S. 108 St., submitted by Chezare Misko, d/b/a MKE Doghouse, LLC, and Jason Pyne, d/b/a Christopher Kidd & Associates. (Tax Key No. 609-9999-000) (PC-5/12/20 Kastner)
 - a. Adopt a Resolution for MKE Doghouse, a proposed pet boarding business to be located at 4305 S. 108 St., submitted by Chezare Misko, d/b/a MKE Doghouse, LLC, and Jason Pyne, d/b/a Christopher Kidd & Associates. (Tax Key No. 609-9999-000) (PC-5/12/20 Kastner)
 - b. Approve the Site, Landscaping and Architectural Plans and the Signage Plan Appeal for MKE Doghouse, a proposed pet boarding business to be located at 4305 S. 108 Street. (Tax Key No. 609-9999-000) (PC-5/12/20 Kastner)
2. Public Hearing on a Special Use Permit for American Indian Council on Alcoholism, a proposed social service business to be located at 6520 W. Layton Ave. Suite 101, submitted by Renee LaFleur, d/b/a American Indian Council on Alcoholism. (Tax Key No. 603-9943-000) (PC-5/12/20 Kastner)
 - a. Adopt a Resolution for American Indian Council on Alcoholism, a proposed social service business to be located at 6520 W. Layton Ave. Suite 101, submitted by Renee LaFleur, d/b/a American Indian Council on Alcoholism. (Tax Key No. 603-9943-000) (PC-5/12/20 Kastner)
 - b. Approve the Site Plan Review for American Indian Council on Alcoholism, a proposed social service business to be located at 6520 W. Layton Ave. Suite 101. (Tax Key No. 603-9943-000) (PC-5/12/20 Kastner)

I. Mayor's Report

J. Old Business

1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Review for a term to expire 5/1/21 (formerly Gregory Krog)
 - ii. One alternate member to the Board of Review for a term to expire 5/1/25 (newly created position)
 - iii. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt)
 - iv. One member to the Zoning Board of Appeals for a term to expire 5/1/23 (formerly Don Kopp)
 - b. Mayor appointments:
 - i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)

K. New Business

1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Two members to the Public Library Board for terms to expire 7/1/23 (currently Mary Knasinski, Teri Ryan)

2. Discussion and decision regarding approval and acceptance of the City of Greenfield 2019 Financial Statements and Independent Auditor's Report and Baker Tilly Virchow Krause, LLP management letter (P. Schafer)
3. Approve a Special Use Review and a Site Plan Review for an ownership change to Crossroads Diner, an existing restaurant located at 4160 W. Loomis Road, subject to Plan Commission and staff comments. (Tax Key No. 600-9970-011) (PC-6/9/20 Kastner)
4. Approve a Special Use Review and a Site Plan Review for a tenancy change to Forest Home Cidgo, an existing gas station and convenience store located at 6745 W. Forest Home Avenue, subject to Plan Commission and staff comments. (Tax Key No. 572-8976-000) (PC-6/9/20 Kastner)
5. Approve a Certified Survey Map for a proposed parcel line modification of two parcels located at 4305 S. 108 Street and 10835 W. Cold Spring Road, subject to Plan Commission and staff comments. (Tax Key Nos. 609-9999-000 and 609-9998-000) (PC-6/9/20 Kastner)
6. Approve an Outdoor Special Event application for the House of Harley Live Music Saturday event, to be located at 6221 W. Layton Ave., July 11, 2020. Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer), Food, and Commercial building/plumbing/electrical. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
7. Approve an Outdoor Special Event application for the House of Harley Live Music Saturday event, to be located at 6221 W. Layton Ave., July 18, 2020. Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer) and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
8. Approve an Outdoor Special Event application for the House of Harley Live Music Saturday event, to be located at 6221 W. Layton Ave., July 25, 2020. Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer) and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
9. Approve a Memorandum of Understanding (MOU) by and between the City of Greenfield and the Wisconsin Department of Transportation relating to the purchase of excess lands. (Porter)
10. Approve a Letter of Intent (LOI) related to a development agreement by and between the City of Greenfield and Cobalt Partners, LLC. (Porter)
11. Adopt resolution regarding claim of Eunice K. Kim (Sajdak)
12. Adopt resolution to consolidate polling locations for the August 11, 2020 Partisan Primary (Goergen)

13. Applications for licenses received to expire June 30, 2020 (approval of licenses should be *subject to the City of Greenfield ordinances regarding code compliance and payment of all delinquent taxes and charges*):
 - a. Class "A" Fermented Malt Beverage License
 - b. "Class A" Liquor License (Cider Only)
 - c. Combination "Class A" Fermented Malt Beverage and Liquor License
 - d. Class "B" Fermented Malt Beverage License
 - e. Combination "Class B" Fermented Malt Beverage & Liquor License
 - f. Reserve Combination "Class B" Fermented Malt Beverage & Liquor License
 - g. "Class C" Wine License
 - h. Operator's License
 - i. Dry Cleaning and/or Washing Machine License
 - j. Entertainment License
 - k. Pawnbroker/Secondhand License
14. PrimeTime Tap LLC, Nicholas Marking, Agt., requests a temporary extension of the licensed premises of their combination "Class B" Beer & Liquor License and their Entertainment License to a 4000 sq. ft. indoor space at 7820 W. Layton Ave. in the former Plato's Closet location from 6/17/20 - 2/1/21. (Goergen)
15. Hwy 100 Bar & Grill Inc., Jeff Willms, Agt., requests a temporary extension of the licensed premises of their combination "Class B" Beer & Liquor License and Entertainment License to a 30' x 30' tented area in the north parking lot outside the north entrance of 3578 S. 108th St. from 6/17/20 - 9/30/20. (Goergen)
16. Classic Lanes Greenfield, Gina Daroszewski, Agt., requests an extension of the licensed premises of their Combination "Class B" Beer and Liquor License and Entertainment License to "an outdoor area on the southeast side in a fenced area approximately 882 sq. ft." at 5404 W. Layton Ave. from 6/18/20 - 9/27/20. (Goergen)
17. Approval of the American Red Cross Licensed Training Provider Agreement (S. Jaquish)
18. Discussion and decision to adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2019 Compliance Maintenance Annual Report (CMAR), Project 2020 # 2 (Katz)
19. Discussion and decision to award a contract for the project 2009 Tree Planting Program to Dan Larsen Landscaping in the amount of \$146,965.00 (Katz)
20. Discussion and decision to adopt a resolution accepting a road reservation on the north and east side of 4401 South 47th Street, Tax Key No. 601-9911-000 (Katz)
21. Discussion and decision to approve agreement for the Section 125 Flexible Spending Account (FSA) between the City and United Healthcare Services, Inc. for 1/1/2020 through 12/31/2020. (J. Foley)
22. Decision and decision to approve agreement for the Section 105 Health Reimbursement Account (HRA) between the City and United Healthcare Services, Inc. for 1/1/2020 through 12/31/2020. (J. Foley)
23. Decision and decision to approve agreement between United Healthcare Services, Inc., USI Insurance Services and the City for billing and collection fees for insurance brokerage services. (J. Foley)

24. Resolution Ratifying Mayoral COVID-19 Emergency Proclamation No. 7 related to the Waiver of Penalty and Interest on Certain Property Tax Payments (Sajdak)
25. Approval of schedules of disbursements in the amount of \$10,307,371.09
26. Investments and reinvestments
27. Accept April 2020 financial statements
28. Approval of mileage reimbursements in the amount of \$830.10
29. Discussion and decision regarding Municipal Court entering into a contract for replacement court software with Titan Public Safety Solutions (TiPSS). (Edmonds)
30. Discussion/decision regarding agreement with Milwaukee County for our continued participation in the Community Development Block Grant Program (S. Jaquish)

L. Items for future agenda

M. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances, Greenfield Police Department from the main entrance and Greenfield Fire Department, Station #2, from the main entrance.

RESOLUTION NO. ____

Special Use Permit for MKE Doghouse, a proposed pet boarding business to be located at 4305 S. 108 St., submitted by Chezare Misko, d/b/a MKE Doghouse, LLC, and Jason Pyne, d/b/a Christopher Kidd & Associates. (Tax Key No. 609-9999-000)

WHEREAS, Chezare Misko, d/b/a MKE Doghouse, LLC, and Jason Pyne, d/b/a Christopher Kidd & Associates, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish MKE Doghouse, a pet boarding business at 4305 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 16, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Chezare Misko, d/b/a MKE Doghouse, LLC, resides at 3325 Canterbury Rd. W., Greenfield, WI 53221.
2. The applicant has an offer to purchase the property, currently owned by Williquette #1, LLC, Acg Acquisitions #1, LLC, 8575 W. Forest Home Ave., #40, Greenfield, WI 53228.
3. MKE Doghouse will occupy the entire 5,925 sq. ft. commercial building located at 4305 S. 108 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

The North 200 feet of the East 203 feet of the Southeast $\frac{1}{4}$ of Section 19, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom the North 45 feet and the East 60 feet for public street purposes, and also excepting that part conveyed for public drainage right of way.

Tax Key No. 609-9999-000

Said land being located at 4305 S. 108 St.

4. The applicant is proposing to establish a pet boarding business, including dog daycare, dog boarding, dog grooming, dog training and dog-related retail services within the existing commercial building and including outdoor space.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits pet boarding services, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 108 St. commercial corridor. Properties to the west are developed as single- and multi-family. Properties to the north and

south are developed as commercial. Properties to the east are developed as S. 108 St. and public park.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Chezare Misko, d/b/a MKE Doghouse, LLC, to establish a pet boarding business, to be located at 4305 S. 108 St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 12, 2020 and by the Common Council on June 16, 2020. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for MKE Doghouse will be 6:00am – 8:00pm with overnight boarding.
4. Off-Street Parking. Under the category of “daycares,” 10 off-street parking stalls are required to be provided. Fifteen (15) off-street parking stalls are to be provided on site.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from by a four-sided board-on-board refuse enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. 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. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:
 - A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

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 sixty (60) days of the expiration of the special use permit;

D. 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.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Chezare Misko, d/b/a MKE Doghouse, LLC

Provided to applicant on the
_____ day of _____, 2020

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

Special Use Permit for American Indian Council on Alcoholism, a proposed social service business to be located at 6520 W. Layton Ave. Suite 101, submitted by Renee LaFleur, d/b/a American Indian Council on Alcoholism. (Tax Key No. 603-9943-000)

WHEREAS, Renee LaFleur, d/b/a American Indian Council on Alcoholism, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish American Indian Council on Alcoholism, an “Other Individual and Family Services” at 6520 W. Layton Ave., Suite 101; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 16, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Renee LaFleur, d/b/a American Indian Council on Alcoholism, has offices at 6510 W. Layton Ave., Suite 101, Greenfield, WI 53220.
2. The property is owned by JEM Investments, LLC, 6520 W. Layton Ave., Suite 200, Greenfield, WI 53220.
3. American Indian Council on Alcoholism will occupy approximately 2,600 sq. ft. of the multi-tenant commercial building located at 6520 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

The West 1 acre of the East 4 acres of the South 10 acres of the West ½ of the Southeast ¼ of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin, except those parts taken for public street purposes.

Tax Key No. 603-9943-000

Said land being located at 6520 W. Layton Ave.

4. The applicant is proposing to establish a social services business within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Other Individual and Family Services, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Layton Ave. corridor that is developed for commercial and multi-family uses. Properties to the north are developed as multi-

family. Properties to the south are developed as a mixture of commercial and residential. Properties to the east and west are developed as commercial.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Renee LaFleur, d/b/a American Indian Council on Alcoholism, to establish a social service business, to be located at 6520 W. Layton Ave., Suite 101, be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 12, 2020 and by the Common Council on June 16, 2020. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for American Indian Council on Alcoholism will be Monday – Friday, 9:00am – 8:30pm, Saturday 11:00am – 7:00pm.
4. Off-Street Parking. The entire building, under the category of “General Office,” requires 51 off-street parking stalls, with American Indian Council on Alcoholism requiring nine (9) of those. Fifty-six (56) off-street parking stalls are to be provided on site.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from by a four-sided board-on-board refuse enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. 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. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:
 - A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

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 sixty (60) days of the expiration of the special use permit;

D. 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.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Renee LaFleur, d/b/a American Indian Council on Alcoholism

Dean Magner, d/b/a JEM Investments, LLC

Provided to applicant on the
_____ day of _____, 2020

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Common Council, June 16, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 16, 2020

RELATING TO:

Outdoor Special Event application for the Harley Davidson Live Music Saturday event, to be located at 6221 W. Layton Ave., July 11, 2020.

SUMMARY:

Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer), Food, and Commercial building, plumbing and electrical.

All various department review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer/Band Finish</u>	<u>End Time</u>
Saturday, 7/11	11:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Friday, 7/10, 8:00am

Breakdown: Monday, 7/13, 8:00am

Live music 11:00am-5:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the Harley Davidson Live Music Saturday event, to be located at 6221 W. Layton Ave., July 11, 2020 and all applicable licenses/permits.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER ___



Committee: Common Council, June 16, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 16, 2020

RELATING TO:

Outdoor Special Event application for the Harley Davidson Live Music Saturday event, to be located at 6221 W. Layton Ave., July 18, 2020.

SUMMARY:

Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer) and Food.

All various department review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer/Band Finish</u>	<u>End Time</u>
Saturday, 7/18	11:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Friday, 7/17, 8:00am

Breakdown: Monday, 7/20, 8:00am

Live music 11:00am-5:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the Harley Davidson Live Music Saturday event, to be located at 6221 W. Layton Ave., July 18, 2020 and all applicable licenses/permits.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER ___



Committee: Common Council, June 16, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 16, 2020

RELATING TO:

Outdoor Special Event application for the Harley Davidson Live Music Saturday event, to be located at 6221 W. Layton Ave., July 25, 2020.

SUMMARY:

Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer) and Food.

All various department review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer/Band Finish</u>	<u>End Time</u>
Saturday, 7/25	11:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Friday, 7/24, 8:00am

Breakdown: Monday, 7/27, 8:00am

Live music 11:00am-5:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the Harley Davidson Live Music Saturday event, to be located at 6221 W. Layton Ave., July 18, 2020 and all applicable licenses/permits.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER ___

Memorandum of Understanding

Between

THE CITY OF GREENFIELD,

and

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This Memorandum of Understanding (MOU) between the Wisconsin Department of Transportation (State or WisDOT) and the City of Greenfield (City) dated as of _____, 2020 (the "Effective Date"), summarizes the agreements of the parties regarding: (1) the possible future sale, purchase and redevelopment of State property in the northeast quadrant of the I-894 and STH 36 (Loomis Road) Interchange; and (2) the construction of a new 150 parking space Park and Ride facility. The State and the City enter into this mutually beneficial MOU to substantially enhance the property tax base and thus the general welfare of their citizens, as well as provide the State with a new 150 parking space Park and Ride facility.

TERMS OF THE MOU

The City hereby agrees to purchase, via the option to purchase discussed below, the property shaded red and identified as Parcel A on Exhibit 1, attached hereto (the "Property") containing approximately 711,731 sq. ft., and the State agrees to sell that Property, on the following terms:

1. The City must exercise its option to purchase the Property by delivering a written notice of the exercise of that option to the State on or before March 31, 2022. However, if by March 31, 2022, the City has entered into a binding development agreement to develop all of the Property covered by this MOU with a reputable developer, WisDOT, in its sole discretion, may agree to a three (3) month extension of the March 31, 2022 deadline for the City's exercise its option to purchase the Property.
2. If the sale of the Property closes on or before November 22, 2020, the purchase price for the Property shall be \$2,840,000.00 pursuant to numbered paragraph 4 below.

In the event the sale of the Property closes after November 22, 2020, the fair market value of the Property will be re-determined via a new or updated appraisal performed consistent with the requirements set forth in numbered paragraph 4 below and the purchase price will be the greater of \$2,840,000.00 or the fair market value of the Property as determined by the new or updated appraisal.

3. The City further agrees as part of the purchase of the Property to build a replacement Park and Ride and Crash Investigation facility within the limits of the Property. Accordingly, on or before 30 days following the City's exercise of its right to purchase the Property, the City and its developer, if any, shall cooperate with the State to find and plan the location and layout of the replacement Park and Ride and Crash Investigation facility within the limits of the Property. The replacement Park and Ride and Crash Investigation facility (the "Facility") shall comply with all of the following:

- (a) The location and the complete layout of the Facility on the Property, including description of all stalls reserved for handicapped parking and the location of all of the remaining items set forth in this numbered paragraph 3, shall be subject to the review and express acceptance of the State prior to the commencement of any construction thereof;
- (b) The Facility shall have 150 parking spaces reserved exclusively for the operation of the State Park and Ride lot during the following time periods/events:
 - i) each day, Monday through Friday, from 5:30 a.m. to 6:30 p.m.,
 - ii) each day of the Wisconsin State Fair, commencing 12 hours prior to the opening day of the State Fair and ending 12 hours after the closing day of the State Fair, and
 - iii) each day of Summerfest commencing 12 hours prior to the opening day of Summerfest and ending 12 hours after the closing day of Summerfest;
- (c) The City agrees to pave (either asphalt or concrete) the Facility to State Park and Ride standards. The City further agrees to supply and place appropriate and

necessary directional and other Park and Ride related signs, and to lay out and stripe the Facility for vehicle and handicapped parking, as well as, for bus pick up and drop off, all at no cost to the State;

- (d) The Facility shall have a semi-enclosed shelter with a paved or concrete floor for patrons waiting for the bus or for a ride from the lot, which shelter shall be located immediately adjacent to the Park and Ride parking lot and also located immediately adjacent to a bus pick up/drop off spot which shall also be properly paved and striped for such pick up/drop off in a manner acceptable to the State, all of which the City agrees to construct and pay for;
- (e) The Facility shall also include a crash investigation facility;
- (f) The Facility shall at all times have direct and easy access to West Loomis Road/STH 36, or other public street if agreed to in writing by the State, which access must be acceptable to the State.
- (g) The City shall submit to the State a copy of its 30% construction plans within 6 months of the date of purchase of the Property, its 60% construction plans within 2 months thereafter, its 90% construction plans within 2 months thereafter and the City's final construction plans (addressing all items to be included as set forth in this MOU) for the replacement 150 parking space Park and Ride facility to the State within 11 months of the date of purchase for the State's review and written approval which date for the delivery to the State of the final plans shall also be at least 30 days prior to the commencement of construction;
- (h) The construction of the Facility shall be completed not later than two years following the closing of the purchase of the Property, subject to reasonable extension due to weather conditions;
- (i) WisDOT is hereby authorized to inspect the progress and quality of the improvements at any time throughout the physical construction of the Facility;
- (j) The Park and Ride lot presently on the Property shall remain open and operational until the replacement Facility is fully constructed and operational. However, if the

Park and Ride lot presently on the Property is intended to be the location of the newly constructed Facility, then the Park and Ride lot presently on the Property may be closed for up to three months due to site construction activities, which closure shall not occur during the run of the Wisconsin State Fair and shall not occur during the run of Summerfest, as set forth in paragraphs 3(b)ii & 3(b)iii, above. If such a temporary closure occurs, the City is responsible to notify park and ride users at least two weeks in advance of the closure;

- (k) All aspects of the design and layout of the Facility shall comply with the specifications set forth in the Wisconsin Department of Transportation, Transportation District 2, Southeast Wisconsin Park and Ride Facility Plan, a copy of which is attached hereto as Exhibit 2;
- (l) Upon completion of the Facility, the City shall remain responsible for snow plowing, crack filling, re-striping, trash pickup, spring clean-up, lawn mowing, storm water facilities maintenance, lighting costs and all other required maintenance and upkeep of said Facility as well as the street access thereto for as long as that Facility remains a State Park and Ride; and
- (m) Upon the completion of the Facility, the parties will enter into a long-term lease relating to the State's continued use and access to the Facility, as well as the City's maintenance and upkeep of that Facility and related access. The lease shall be for a minimum of fifty (50) years, with the option to renew that lease for an additional fifty (50) years at the end of the first lease term, which lease and renewal shall be without the State having any obligation to pay rent. The City may enter into an agreement with the Developer of the Property and therein propose to assign the foregoing lease to that Developer. However, any such assignment will require express written approval of WisDOT. In addition, notwithstanding any such assignment of that lease, it is expressly understood that the City shall remain ultimately responsible for all maintenance and upkeep obligations of the Facility and related access thereto, as set forth herein as well as in the above referenced long term lease, in the event any such

assignee defaults on any or all of those maintenance and/or upkeep obligations. A copy of the long-term lease is attached hereto as Exhibit 3 and incorporated herein by this reference.

4. The present purchase price of the Property is \$2,840,000.00, which is its fair market value as determined by an appraisal prepared by Valbridge Property Advisors dated November 22, 2019. The cost of that appraisal has been paid for by the City. In the event the sale of the Property closes after November 22, 2020, the fair market value of the Property will be re-determined via a new or updated appraisal by Mr. Steve Vitale or an appraiser mutually agreed upon by the City and WisDOT, which new or updated appraisal shall be paid for by the City. Further, if the sale of the Property closes after November 22, 2020, the purchase price of the Property will be the greater of \$2,840,000.00 or the fair market value of the Property as determined by that new or updated appraisal.

5. The closing of the City's purchase of the Property in accordance with the terms of this MOU shall take place on a mutually agreeable date within 2 months after the City's timely exercise of its option to purchase the Property pursuant to numbered paragraph 1, above, for the full purchase price as established by numbered paragraphs 2 and 4, above.

6. Miscellaneous Provisions:

(a) The City shall require the developer(s) of any portion of the Property to pay for and provide an acceptable traffic study or studies to the City and WisDOT to ascertain the need for any improvements to STH 36 and adjoining streets, pursuant to State Traffic Impact Analysis guidelines. If any such traffic study demonstrates the need for improvements to STH 36 as a result of the proposed development, those improvements shall be paid for by the City or its Developer. The State shall not be responsible for the costs of any such improvements. Work in Right of Way permits will be issued to the City at the discretion of the State upon approval of the necessary Work in Right of Way Permit Application for those improvements to STH 36 necessitated by the planned construction of the development proposed by the City's Developer;

- (b) The State shall not be responsible for the costs of any improvements to the public road system associated with this MOU;
- (c) The State shall provide the City with the legal description of the Property; and
- (d) Upon the City's exercise of the option to purchase, WisDOT will be responsible for:
 - (i) removal of former Park and Ride bus ramps to and from I-894 at the southern portion of the Property; (ii) replacement of the removed bus ramp material with proper fill; and (iii) thereafter re-seeding the disturbed area with grass.

7. This Memorandum of Understanding and related Lease (Exhibit 3 hereto) are to be recorded as an attachment to and a restriction on the deed transferring the property, which provisions of this Memorandum of Understanding and related Lease shall run with the land. Further, should the obligations relating to the maintenance of the Facility as well as the street access thereto set forth herein and in the attached related Lease not be fulfilled, WisDOT may provide written notice of the deficient maintenance to the City and its assignee, if any. If City or its assignee does not rectify the deficient maintenance within 60 days after the date of that notice, WisDOT may have the required maintenance performed and recover the reasonable and necessary cost of that maintenance by offsetting those costs against the amount owed to the City in General Transportation Aids or other amounts owed by the State of Wisconsin to the City.

8. This Memorandum of Understanding represents the entire and integrated agreement between the City and WisDOT, and supersedes all prior negotiations, representations, or agreements, either written or oral.

9. Authorization to Execute this Agreement.

- (a) Dwayne Johnson, Director of the Southeast Region of the Wisconsin Department of Transportation, by executing this Memorandum of Understanding, hereby avers that he is duly authorized to sign this Memorandum of Understanding on behalf of the Wisconsin Department of Transportation and to bind the Wisconsin Department of Transportation to all of Wisconsin Department of Transportation's obligations and agreements set forth herein.

(b) Michael J. Neitzke, Mayor of the City of Greenfield in Milwaukee County Wisconsin, by executing this Memorandum of Understanding, hereby avers that he is duly authorized to sign this Memorandum of Understanding on behalf of the City of Greenfield and to bind the City of Greenfield to all of the City of Greenfield's obligations and agreements set forth herein.

Dated this ____ day of _____, 2020

WISCONSIN DEPARTMENT
OF TRANSPORTATION

By: _____
Dewayne Johnson,
Director, Southeast Region
Wisconsin Department of Transportation
Waukesha, Wisconsin

Dated this ____ day of _____, 2020

CITY OF GREENFIELD

By: _____

Michael J. Neitzke
Mayor, City of Greenfield
Milwaukee County, Wisconsin

Contract Approval

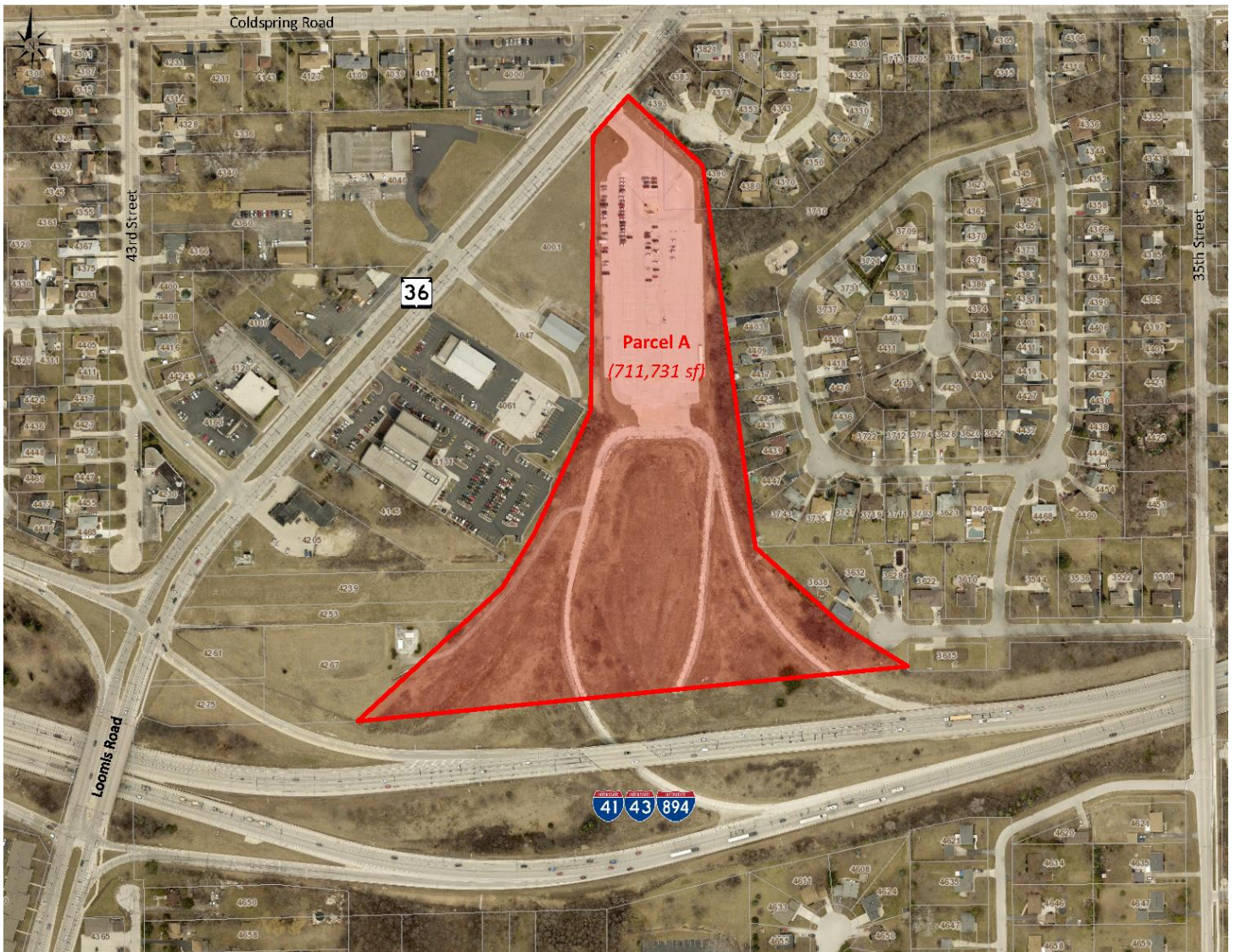
City Attorney _____ Date _____

Comptroller
Date

City Clerk Date

Mayor _____
Date _____

Exhibit 1



LETTER OF INTENT
FOR REDEVELOPMENT OF "LOOMIS CROSSING"

The City of Greenfield (the "**City**") and Cobalt Partners, LLC (the "**Developer**") executed a "term sheet" on April 10, 2018 (the "**Term Sheet**"), with respect to a proposed redevelopment of the real property depicted on Exhibit A, attached hereto, and commonly referred to as "Loomis Crossing" (the "**Subject Property**"). A substantial portion of the Subject Property is currently owned by the State of Wisconsin, through its Department of Transportation ("DOT"). DOT has granted to City an option to purchase the State-owned portion of the Subject Property pursuant to an option agreement dated as of _____ (the "Option"). The Term Sheet contemplated that the City and Developer would enter into a "Letter of Intent" to further set forth certain rights and obligations of the Developer and the City with respect to the Subject Property. Therefore, the parties now desire to enter into this Letter of Intent, effective as of _____, 2020 (the "Effective Date"), to set forth in greater specificity Developer's and City's obligations related to the contemplated development of the Subject Property.

1. Developer Due Diligence. From the Effective Date through October 31, 2020, Developer shall have the right to perform due diligence on and regarding the Subject Property to determine its suitability for redevelopment (the "Due Diligence Period"). During the Due Diligence Period, City shall not entertain offers or consider development proposals from any other parties with respect to the Subject Property. Developer shall conduct its due diligence at its sole cost and expense. City shall grant access to the portion of the Subject Property owned by the City and shall assist Developer in obtaining access to the State-owned portion of the Subject Property in order to allow Developer to perform its due diligence during the Due Diligence Period; provided, however, that Developer is solely responsible for procuring access to the State-owned property and meeting all requirements in connection with any grant of access. Developer shall indemnify City against any claims arising from the performance of due diligence upon the Subject Property, and will provide evidence of insurance, naming City as an additional insured, with commercial general liability limits no less than \$1,000,000 prior to Developer's entry upon the Subject Property. After any physical testing, Developer shall promptly restore the Subject Property to its condition immediately prior to such testing. Developer shall have the right to extend the Due Diligence Period through December 31, 2020 and again through March 31, 2021 provided that: (a) with respect to such first extension, prior to October 31, 2020 Cobalt presents evidence satisfactory to City that it has undertaken all necessary environmental and geotechnical studies and tests to determine the physical condition of the Subject property (the "Site Tests") and delivers copies of the Site Tests to City; and (b) with respect to such second extension, prior to December 31, 2020 Cobalt presents a development plan for the Subject Property that is reasonably satisfactory to City in terms of proposed uses and development density, projected property values, construction timetable and financial feasibility. City's determination with respect to allowing or not allowing either extension of the Due Diligence period shall be final. City shall keep and maintain the confidentiality of the Site Tests throughout the term of this Letter of Intent. Upon termination of the Letter of Intent for any reason, City may share the Site Tests with other parties.

2. Negotiation Period. At Developer's request and provided that Developer has satisfied all of the conditions set forth in paragraph 1(a) and 1(b), above, on or before expiration of the due Diligence Period (whether extended or not), City and Developer shall negotiate in good faith to enter into a mutually satisfactory development agreement for the Subject Property. If the parties are unable to enter into such agreement within sixty (60) days following the commencement of such negotiations, then this Letter of Intent shall terminate, neither party shall have any further obligations hereunder (except that the

indemnity set forth in paragraph 1 shall survive) and City may entertain offers and consider development proposals for the Subject Property from other parties.

3. Acquisition of the Subject Property. If the parties enter into a development agreement, the terms of such agreement shall dictate the manner and timing of the conveyance of the Subject Property to Developer; provided, however, that Developer acknowledges all of the following: (a) if, pursuant to the development agreement, Developer is allowed to exercise the Option on City's behalf (or to direct City to exercise the Option), Developer shall be responsible for all obligations of City under the Option (such as payment of the purchase price, liability for damages due to failure to close, etc.) unless the development agreement expressly provides otherwise; (b) Developer shall assume all of the obligations and meet all of the requirements of DOT set forth in the Option pertaining to the installation and maintenance of the Park and Ride lot on the Subject Property and shall indemnify, hold harmless and defend City from and against any claims arising from failure to comply with same; and (c) Developer shall be required to acquire all of the Subject Property at one time.

4. Zoning. City shall consider in good faith Developer's application to rezone the Subject Property to allow for any combination of public and/or commercial uses consistent with the approved development plan.

5. Tax Increment District. City will consider in good faith a request from Developer to provide financial assistance for Developer's project through the existing tax increment district encompassing the Subject Property. If City approves such request, any and all commitments to provide financial assistance to Developer shall be embodied in the development agreement together with such terms, conditions and protections as City deems appropriate.

6. Binding Effect. This Letter of Intent is not a binding contract or agreement to acquire or convey the Subject Property. The development agreement, if entered into, shall serve such purpose. However, this Letter of Intent is a binding agreement with respect to the obligations expressly set forth herein. Developer's undertaking of the costs of its due diligence and delivery of copies of the Site Tests to City constitute valid and sufficient consideration to City for affording Developer the exclusive right to pursue its development plans for the Subject Property and to negotiate a development agreement with City within the limited timeframes provided herein.

CITY:

DEVELOPER:

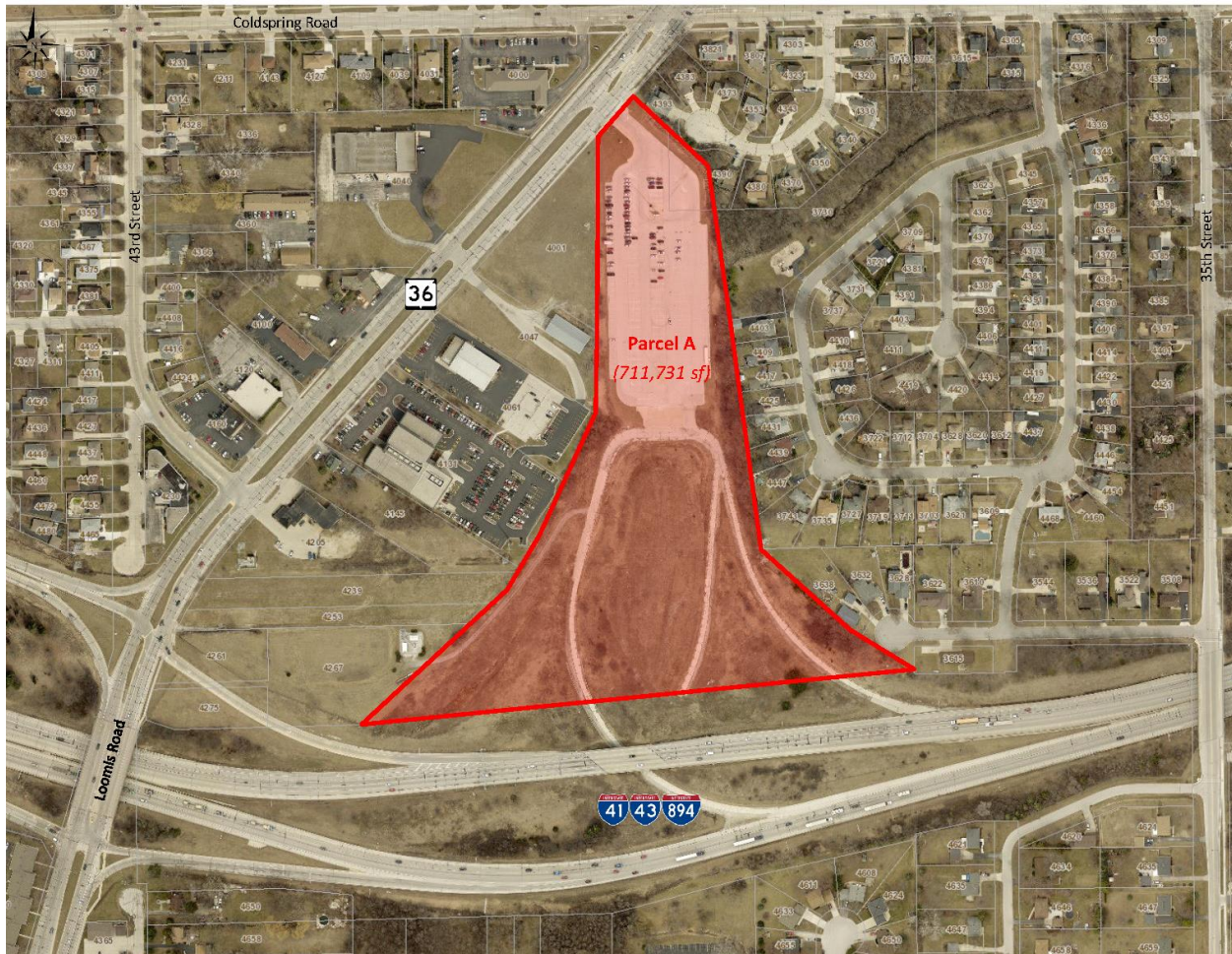
CITY OF GREENFIELD

COBALT PARTNERS, LLC

By: _____
Michael J. Neitzke, Mayor

By: _____
Scott Yauck, President & CEO

Exhibit A



COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION DISALLOWING THE CLAIM OF
EUNICE K KIM DATED FEBRUARY 10, 2020

WHEREAS, Eunice K. Kim submitted a claim to the City on February 10, 2020 in which she alleged certain personal injuries resulting from a trip on an uneven sidewalk on the east side of Coldspring Road near 38ths Street and sought monetary damages for the same; and

WHEREAS, the City Attorney has reviewed the facts and circumstances relating to the claim and recommended that the Common Council disallow the claim because the City has statutory immunity for such claims given that the City was unaware of the condition of the sidewalk; and

WHEREAS, Wis. Stat. § 893.80 provides for the process by which the Common Council shall consider and handle claims made against the Council, the City and its officers, agents and employees;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the claim of Eunice K. Kim dated February 10, 2020 relating to alleged personal injuries is hereby disallowed.

BE IT FURTHER RESOLVED that the City Clerk's office is directed, pursuant Wis. Stat. § 893.80(1g), to provide Ms. Kim with written notice of disallowance.

Approved: _____

Michael J. Neitzke, Mayor

Date Approved: _____

This is to certify that the foregoing resolution as adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the 16th day of June, 2019.

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

RESOLUTION TO CONSOLIDATE POLLING LOCATIONS
FOR THE AUGUST 11, 2020 PARTISAN PRIMARY
DUE TO THE COVID-19 PANDEMIC

WHEREAS, pursuant to Section 5.25 (3) polling places shall be established for each election at least thirty (30) days before the election; and

WHEREAS, due to the COVID-19 pandemic polling locations will be consolidated due to election worker shortages and facilities unavailable to host the usual polling locations; and

WHEREAS, the following polling locations for the August 11, 2020 Partisan Primary have changed:

Glenwood School (Wards 1-4), 3550 S. 51st Street, has been moved to Greenfield Community Center, 7215 W. Cold Spring Road

Elm Dale School (Wards 19-21), 5300 S. Honey Creek Drive, has been moved to Greenfield Community Center, 7215 W. Cold Spring Road

King of Glory Church (Wards 13-15), 4330 S. 84th Street, has been moved to Whitnall High School (NORTH GYM), 5000 S. 116th Street

Greenfield Public Library (Wards 16-18), 5310 W. Layton Ave., has been moved to Whitnall High School (NORTH GYM), 5000 S. 116th Street

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield there will be two polling locations open on Election Day, Tuesday, August 11, 2020:

Greenfield Community Center, 7215 W. Cold Spring Road, serving Wards 1-4, 5-8 and 19-21

Whitnall High School (NORTH GYM), 5000 S. 116th Street, serving Wards 9-12, 13-15 and 16-18

BE IT FURTHER RESOLVED, the City Clerk will publicize these changes accordingly.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 16th day of June, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/1

CLASS A BEER

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
4710 LLC	Andy's on Hwy 100	Vimal Kapila, Agent	4710 S 108th ST
Premise Description: FIRST FLOOR, WALK IN COOLER, LOCATED AT 4710 S. 108TH ST			
Liberty Express Inc	Liberty Express Mart	Baljit Kler, Agent	6745 W Forest Home AVE
Premise Description: REACH IN COOLERS, BACKROOM FOR STORAGE, UNDER COUNTER, LOCATED AT 6745 W. FOREST HOME AVE.			
BNR Inc	Loomis Amoco	Didar Singh, Agent	5030 W Loomis RD
Premise Description: BEER COOLER LOCATED INSIDE THE STORE LOCATED AT 5030 W LOOMIS RD			
Sunil Petro Inc.	SAI Mart BP	Kavita Sharma, Agent	4715 S 27th ST
Premise Description: FIRST FLOOR STORAGE/ OVER THE COUNTER SALE LOCATED AT 4715 S 27TH ST			
Walgreen Co.	Walgreens #04827	Branka Strnad, Agent	4688 S 108th ST
Premise Description: RETAIL DRUG STORE WITH SUNDRIES IN A ONE-STORY BUILDING OF 13,905 SQ FT LOCATED AT 4688 S 108TH ST			
Welk's Automotive Service Inc.	Welk's Automotive Service	Lynn Marie Welk, Agent	8333 W Layton AVE
Premise Description: BEER TO BE SOLD AND STORED IN CONVENIENCE STORE, IN EITHER 4 GLASS DOORS OR WALK IN COOLER LOCATED AT 8333 W. LAYTON AVE			
Binta Inc	Xpress Food Mart	Jaindra Malde, Agent	3900 S 92nd ST
Premise Description: CONVENIENCE STORE WITH STORAGE IN BACK LOCATED AT 3900 S 92ND ST			

Grand Total Licenses: 7

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/1

CLASS A CIDER ONLY

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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BNR Inc	Loomis Amoco	Didar Singh, Agent	5030 W Loomis RD
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Premise Description:

BEER COOLER LOCATED INSIDE THE STORE LOCATED AT 5030 W LOOMIS RD

Sunil Petro Inc.	SAI Mart BP	Kavita Sharma, Agent	4715 S 27th ST
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Premise Description:

FIRST FLOOR STORAGE/OVER THE COUNTER SALE, LOCATED AT 4715 S 27TH ST

Binta Inc	Xpress Food Mart	Jaindra Malde, Agent	3900 S 92nd ST
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Premise Description:

CONVENIENCE STORE WITH STORAGE IN BACK LOCATED AT 3900 S. 92ND ST.

Grand Total Licenses: 3

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/2

CLASS A LIQUOR COMBO

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Aldi, Inc.(Wisconsin)	Aldi #23	Israel Taylor, Agent	4615 W Layton AVE
Premise Description: SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4615 W. LAYTON AVE.			
Aldi, Inc. (Wisconsin)	Aldi #73	Jamie Herring, Agent	4225 S 108th ST
Premise Description: SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM, ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4225 S. 108TH ST.			
Pari Investment LLC	Forest Home Beer and Liquor	Manpreet Kaur, Agent	5612 W Forest Home AVE
Premise Description: FIRST FLOOR AND BASEMENT STORAGE LOCATED AT 5612 W FOREST HOME AVE			
Lakes Venture LLC	Fresh Thyme Farmers Market #705	William A. Kreuser, Agent	8680 W Sura LN
Premise Description: 28,749 SF ONE-STORY INLINE RETAIL BUILDING LOCATED AT 8680 W SURA LANE			
Arora Trading Inc	Jen's Beer & Liquor	Gurmeet Arora, Agent	4312 W Howard AVE
Premise Description: SINGLE STORY BUILDING WITH COOLERS AND A STORE ROOM LOCATED AT 4312 W HOWARD AVE			
Meijer Stores Limited Partnership	Meijer Store #292	Jennifer Hill, Agent	5800 W Layton AVE
Premise Description: 1 ROOM, 1 STORY, APPROXIMATELY 150,000 SQ FT. PRODUCT IS LOCATED IN COOLERS AND ON SHELVES IN THE GROCERY AND FRESH FOODS. OVERSTOCK IS LOCATED ON PALLETS IN RECEIVING AREA. RECORDS AND RECEIPTS ARE LOCATED IN ADMINISTRATIVE OFFICES AT FRONT OF STORE, LOCATED AT 5800 W. LAYTON AVE.			
Kamal Food LLC	Pauls Wine & Liquor	Kamaljit Kaur Sidhu, Agent	4415 W Loomis RD
Premise Description: COOLER SHELVES, FLOOR DISPLAY, LOCATED AT 4415 W LOOMIS RD.			
Kamal Food LLC	Pauls Wine & Liquor 2	Kamaljit Kaur Sidhu, Agent	4955 S 27th ST
Premise Description: COOLER SHELVES, BASEMENT, FLOOR DISPLAY, LOCATED AT 4955 S 27TH STREET.			
Mega Marts LLC	Pick N Save #887	Scott Hopkins, Agent	4279 S 76th ST

Premise Description:

ONE STORY RETAIL GROCERY AND LIQUOR STORE. EXTERIOR PARKING STALLS DESIGNATED FOR THE MERCHANDISE PICKUP SERVICE. LOCATED AT 4279 S 76TH STREET.

Rays Butcher Shoppe Inc	Ray's Butcher Shoppe Inc	Raymond Konkol, Agent	4640 W Loomis Rd
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Premise Description:

6000 SQUARE FOOT BUILDING, LIQUOR IS SOLD IN STORE AND STORED IN BACK ROOM, LOCATED AT 4640 W LOOMIS RD

Gajjar Corporation	Villager Food Mart	Ashok Gajjar, Agent	6845 W Layton AVE
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Premise Description:

FIRST FLOOR LOCATED AT 6845 W LAYTON AVE

Wal-Mart Stores East LP	Walmart #1394	Anthony M Floerke, Agent	10600 W Layton AVE
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Premise Description:

1 room, 1 story, approximately 148,000 sq. ft. including stalls and/or canopy locations in parking lot specifically designated for online grocery pickup, located at 10600 W. Layton Ave

Grand Total Licenses:	12
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CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/1

CLASS B BEER

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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Balistreri Brothers Pizza LLC	Balistreri Brothers Pizza	Sherry Balistreri, Agent	3815 S 108th ST
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Premise Description:

RESTAURANT, SMALL COOLER IN FRONT OF STORE, KITCHEN IN BACK, LOCATED AT 3815 S 108TH ST.

Kyoto Corporation	Kyoto	Gui Chen, Agent	7453 W Layton AVE
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Premise Description:

1 STORY BUILDING AND 3000 SQ. FT. LOCATED AT 7453 W LAYTON AVE

MOD Super Fast Pizza (Wisconsin) LLC	MOD Pizza	Benjamin Henneberry, Agent	8833 W Sura LN
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Premise Description:

THE BUILDING IS A ONE STORY BUILDING. FOOD AND ALCOHOL BEVERAGES WILL BE SOLD AND CONSUMED THROUGHOUT THE RESTAURANT PUBLIC AREA AND ADJACENT PATIO AREA. THE ALCOHOL WILL BE STORED IN A CONTROLLED AND LOCKED STOREROOM LOCATED IN THE STORAGE AREA AT THE BACK OF THE STORE LOCATED AT 8833 W. SURA LN.

Pho Viet LLC	Pho Viet Vietnamese Cuisine	Ngan Huy Vo, Agent	5475 S 27th ST
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Premise Description:

ONE STORE BUILDING, 2400 SQ FT, LOCATED AT 5475 S 27TH ST

Grand Total Licenses: 4

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/3

CLASS B LIQUOR - COMBO

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Lightspeed Entertainment Inc	27 Social	Jon M. Majdoch, Agent	4251 S 27th ST
Premise Description: BAR AREA OF APPROX 4000 SQUARE FEET ON SOUTH SIDE WALL OF BUILDING. ADDITIONAL STORAGE IN LOCKED AREA IN AXE THROWING SPACE. ALL RECORDS IN UPSTAIRS OFFICE, LOCATED AT 4251 S 27TH ST			
Carrabba's Italian Grill, LLC	Carrabba's Italian Grill	Anthony J Lloyd, Agent	4765 S 76th ST
Premise Description: ONE STORY, 5,576 SF BUILDING WITH 789 SF PATIO ON A 61,480 SF LOT LOCATED AT 4765 S. 76TH ST.			
GD Classic Inc	Classic Lanes Greenfield	Gina Lynn Daroszewski, Agent	5404 W Layton AVE
Premise Description: BOWLING CENTER WITH 16 LANES, BILLARDS, BAR, VIDEO GAMES, STORAGE IN BASEMENT, COOLERS AND LOCKED LIQUOR ROOM, LOCATED AT 5404 W LAYTON EVE			
Hwy 100 Bar & Grill Inc	Club Paragon	Jeffrey Willms, Agent	3578 S 108th ST
Premise Description: MAIN BAR, PARTY ROOM, STORAGE ROOMS, PATIO, BASEMENT, LOCATED AT 3578 S 108TH ST.			
Rock Investments of WI LLC	Crossroads Diner	Kim Caze	4160 W Loomis RD
Premise Description: ALCOHOL WILL BE SOLD IN DINING AREA. IT WILL BE STORED IN THE OFFICE/STORAGE ROOM LOCATED AT 4160 W. LOOMIS RD.			
Don Cangrejo Cantina & Restaurant LLC	Don Cangrejo Cantina & Restaurant LLC	Maricela Cuevas, Agent	4171 S 76th ST
Premise Description: ALCOHOL WILL BE SOLD IN DON CANGREJO RESTAURANT AND STORED IN THE BAR COOLER AND/OR BACK REFRIGERATOR, LOCATED AT 4171 S. 76TH ST.			
Famous Dave's Ribs Inc.	Famous Dave's	Aaron B Dach, Agent	5077 S 27th ST
Premise Description: ALL OF BUILDING W/FULL BAR & 188 SEATS, LOCATED AT 5077 S 27TH ST.			
Mark S Silber	Fin 'N Feather	Mark S Silber, Agent	4060 W Loomis RD
Premise Description: FIRST FLOOR OF TAVERN, BASEMENT OF TAVERN AND HOUSE AND OUTDOOR PATIO, LOCATED AT 4060 W LOOMIS RD			
Brick Oven Concepts, LLC	Fox's Pub	Frank Orcholski, Agent	4395 S 76th ST

Premise Description:

RESTAURANT, BAR, OUTSIDE PATIO, KITCHEN, MAIN FLOOR OFFICE/STORAGE ROOM AND ALL OF THE BASEMENT AREA (TO INCLUDE BUT NOT LIMITED TO: OFFICE, WALK-IN COOLERS AND STORAGE ROOMS) LOCATED AT 4395 S 76TH ST

T & M Fox LLC	Friends on Forest Home	Maureen Jane Fox, Agent	5614 W Forest Home AVE
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Premise Description:

MAIN BAR, HALL BAR, BASEMENT, UPSTAIRS COOLER LOCATED AT 5614 W FOREST HOME AVE

Durgha LLC	Indian Village Restaurant	Apexa Vijay Patel, Agent	7640 W Forest Home AVE
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Premise Description:

IN KITCHEN COOLER AND FRONT OF RESTAURANT, LOCATED AT 7640 W FOREST HOME AVE.

Grand Japanica Inc	Japanica	Yong Bin Wu, Agent	4918 S 74th ST
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Premise Description:

DINING AREA, BAR, WALK-IN COOLER, STORAGE CABINET, LOCATED AT 4918 S 74TH ST

Jin's Restaurant Inc.	Jin's Sushi Seafood & Bar	Yanni Jin, Agent	7401 W Barnard AVE
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Premise Description:

THE RESTAURANT IS ONE STORY, 6200 SF BUILDING, NO PATIO. WE WILL SELL AND SERVE THE ALCOHOL BEVERAGES AT THE BAR AND RESTAURANT SEATING AREA. STORE SMALL PART OF ALCOHOL IN THE SMALL BEVERAGE FRIDGE IN THE BAR AND THE STORAGE ROOM IN THE BACK KITCHEN AND THE RECORDS WILL BE IN THE STORAGE ROOM AS WELL LOCATED AT 7401 W. BARNARD AVE.

Klemmer's Inc.	Klemmer's Banquet Center	Mary Kathryn Klemmer, Agent	10401 W Oklahoma AVE
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Premise Description:

KLEMMER'S BANQUET CENTER, INCLUDING 6 EVENT ROOMS LOCATED AT 10401 W OKLAHOMA AVE

Longshots Inc	Longshots Sports Bar	Donald Habermehl Jr, Agent	5045 W Loomis RD
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Premise Description:

BAR, BACKROOM, BASEMENT LOCATED AT 5045 W LOOMIS RD

Meyer's SM Restaurant Inc	Meyer's Restaurant	Francesco Anthony Purpora, Agent	4260 S 76th ST Suite D
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Premise Description:

MAIN BAR, PRIVATE HALL BAR, BEER COOLER, LIQUOR CABINETS BY BAR, CAGES BY COLDSRING ENTRANCE, LOCATED AT 4260 S 76TH ST, SUITE D

Rosales Products and Services LLC	Mezcalero Restaurant	Juanita del Carmen Campos, Agent	6869 W Forest Home AVE
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Premise Description:

BAR, PATIO, OFFICE, HALL, DOWNSTAIRS BAR, DINING ROOM LOCATED AT 6869 W FOREST HOME AVE.

Grire Southridge LLC	On the Edge Bar & Grill	Ben W. Cruz, Agent	6815 W Edgerton Ave
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Premise Description:

2 ROOM BAR WITH KITCHEN ATTACHED TO HEALTH CLUB, LOCATED AT 6815 W EDGERTON AVE

4353 LTD Piper Music Palace	Organ Piper Pizza	Derek M. Paikowski, Agent	4353 S 108th ST
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Premise Description:

FIRST FLOOR DINING ROOM, BAR AREA, KITCHEN AND STORAGE LOCATED AT 4353 S 108TH ST.

Outback Steakhouse of Florida LLC	Outback Steakhouse	Bradley M Hammen, Agent	8625 W Sura LN
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Premise Description:

6,525 SF BUILDING WITH STORAGE FOR ALCOHOL, LOCATED AT 8625 W SURA LN

Red Lobster Hospitality LLC	Red Lobster #0146	Katherine Hutton, Agent	4645 S 76th ST
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Premise Description:

ALCOHOL SOLD IN DINING ROOM AND BAR AREA - ONE STORY MASONRY BUILDING, 7,000 SQ FT/ALCOHOL SOLD & SERVED IN BOTH AREAS, LOCATED AT 4645 S 76TH ST.

Romine's High Pockets Inc	Romine's High Pockets	Terry Romine Jr, Agent	6125 S 27th ST
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Premise Description:

BRICK BUILDING, 24,000 SQ FT, BEER GARDEN, BILLARD ROOM, COOLER IN BACK, LOCATED AT 6125 S 27TH ST.

Kyle D. Sobocinski	Sobo's Tap	Kyle Sobocinski, Agent	4500 W Forest Home AVE
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Premise Description:

2 STORY BUILDING ON THE FIRST FLOOR AND STORAGE IN BASEMENT LOCATED AT 4500 W. FOREST HOME AVE.

Central Florida Restaurants Inc	TGI Fridays	Steven James Bereiter, Agent	4638 S 76th ST
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Premise Description:

EXISTING TGIF RESTAURANT LOCATED AT 4638 S 76 TH

PrimeTime Tap LLC	The Brass Tap	Nicholas Edward Marking, Agent	7808 W Layton AVE
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Premise Description:

WE HAVE A 2800 SQ FOOT BAR/RESTAURANT USED TO STORE THE BEVERAGES; WE ALSO HAVE A 600 SQ FOOT PATIO IN FRONT OF OUR STRIP MALL USED TO SELL ALCOHOLIC BEVERAGES, LOCATED AT 7808 W LAYTON AVE

G&J Partners LLC	The Edge Sports Bar	Gregory Charles Grabowski, Agent	5175 S 27th ST
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Premise Description:

FIRST FLOOR BAR, PATIO/BEER GARDEN, BASEMENT BEER COOLERS, STORAGE FOR BEER AND LIQUOR, LOCATED AT 5175 S 27TH ST.

GMRI Inc.	The Olive Garden Italian Restaurant #1226	Jason Mannino, Agent	4760 S 76th ST
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Premise Description:

SOLD IN DINING ROOM AND BAR AREA - ONE STORY MASONRY BUILDING WITH BASEMENT AND STUCCO EXTERIOR, LOCATED AT 4760 S 76TH ST.

Wisconsin Athletic Club LLC	Wisconsin Athletic Club	Chezare Misko, Agent	5020 S 110th ST
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Premise Description:

THE LIQUOR IS KEPT IN A LOCKED CABINET IN THE COMMON AREA OF THE CLUB ON THE WISCONSIN ATHLETIC 28,000 SQ FT PREMISE. THE SELLING OF THE LIQUOR HAPPENS PRIMARILY IN THE SUMMER MONTHS OUTSIDE BY OUR OUTDOOR POOL (MEMORIAL DAY THROUGH LABOR DAY). IT IS ALSO USED FOR SPECIAL EVENTS WHICH HAPPEN IN THE MULTIPURPOSE ROOMS. THE RECORDS OF THE PURCHASE OF ALCOHOL ARE STORED ON SITE AS WELL AS AT THE BUSINESS OFFICE OF THE WISCONSIN ATHLETIC CLUB (LOCATED AT 10840 W ROGERS ST, WEST ALLIS, WI 53227), LOCATED AT 5020 S 110TH ST.

Grand Total Licenses: 28

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/1

RESERVE CLASS B RETAIL- COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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Habaneros of Greenfield Inc	Habaneros Mexican Kitchen	Jessica A. Escamilla, Agent	7700 W Layton AVE
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Premise Description:

DINING ROOM, BAR, KITCHEN, PATIO, RESTROOMS, LOCATED AT 7700 W. LAYTON AVE.

Wisconsin Fine Wines & Spirits, LLC	Total Wine Spirits Beer & More	Justin Kreutz, Agent	8700 W Sura LN
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Premise Description:

25,000 SF BUILDING PART OF THE 84 SOUTH SHOPPING CENTER. COUNT ROOM: 106 SF; BEER COOLER: 514 SF; FINE WINE COOLER: 228 SF; WINE EDUCATION CENTER: 900 SF LOCATED AT 8700 W. SURA LN.

Grand Total Licenses: 2

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/1

CLASS C WINE

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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Balistreri Brothers Pizza LLC	Balistreri Brothers Pizza	Sherry Balistreri, Agent	3815 S 108th ST
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Premise Description:

RESTAURANT, SMALL COOLER IN FRONT OF STORE, KITCHEN IN BACK, LOCATED AT 3815 S 108TH STREET.

Kyoto Corporation	Kyoto	Gui Chen, Agent	7453 W Layton AVE
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Premise Description:

1 STORY BUILDING AND 3000 SQ. FT. LOCATED AT 7453 W LAYTON AVE

MOD Super Fast Pizza (Wisconsin) LLC	MOD Pizza	Benjamin Henneberry, Agent	8833 W Sura LN
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Premise Description:

THE BUILDING IS A ONE STORY BUILDING. FOOD AND ALCOHOLIC BEVERAGES WILL BE SOLD AND CONSUMED THROUGHOUT THE RESTAURANT PUBLIC AREA AND ADJACENT PATIO AREA. THE ALCOHOL WILL BE STORED IN A CONTROLLED AND LOCKED STOREROOM LOCATED IN THE STORAGE AREA AT THE BACK OF THE STORE LOCATED AT 8833 W. SURA LN.

Grand Total Licenses: 3

CITY OF GREENFIELD OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Agya Paul Sidhu	3710 S Cherokee WAY	Greenfield, WI 53221
Aldia Elizabeth Hyke	4641 S Howell AVE 7	Milwaukee, WI 53207
Aleesha Amador	2239 S 68th ST	West Allis, WI 53219
Alfredo Valdez Blanco	2070 S 13th ST	Milwaukee, WI 53204
Alyse Ann Bauman	4858 S 13th ST	Milwaukee, WI 53221
Amber Marie Leighton	5959 S Phillips ST #2	Greenfield, WI 53221
Angela Michelle Gruchalski	4386 W Forest Hill AVE	Franklin, WI 53132
Angela Sue Phirman	5070 W Drexel AVE	Franklin, WI 53132
Armani Jadai Campbell	1145 N Callahan PL #209	Milwaukee, WI 53233
Ashley Louise Lucas	2835 S 69th ST	Milwaukee, WI 53219
Blake Spencer Seyferth	4360 W Tesch AVE	Greenfield, WI 53220
Blake William Fahser	20225 Sutter Creek DR #102	Brookfield, WI 53045
Brandon Michael Kunz	9250 W Carpenter AVE	Milwaukee, WI 53228
Brittany Lea Armbruster	203 Coolidge AVE	Waukesha, WI 53186
Callie Jean Cardenas	3347 W Colony DR	Greenfield, WI 53221
Camri Nancy Albin Cruz	2119 W Kimberly AVE	Milwaukee, WI 53221
Carly Mae Sciano	6733 Greenway AVE 1	Greendale, WI 53129
Charanjit Kaur	2962 W Yorkshire CIR	Franklin, WI 53132
Chelsey Marie Ahnert	1420 E Warnimont AVE #17	Milwaukee, WI 53207
Christina Aurelia Sherock	3246 S 92nd ST	Milwaukee, WI 53227
Courtney Sue Bowman	3948 S Pine AVE	Milwaukee, WI 53207
David Joseph Sorensen	3435 E Lunham AVE	Cudahy, WI 53110
David Louis Brantner	6043 111th AVE	Kenosha, WI 53142
Delita Casila Owens	3720 S Rivershire DR #3	Greenfield, WI 53228
Destiny Adaline Meeker	4840 S Katelyn CIR EE104	Greenfield, WI 53220
Edyta Cullen	5797 Rustic LN	Greendale, WI 53129
Gabrielle Nicole Hanley	3807 E Holmes AVE Unit A	Cudahy, WI 53110
Heather Promo	8223 W Euclid AVE	Milwaukee, WI 53219
Hoang Viet Vo	33885 N Summerfields DR	Gurnee, IL 60031
Ian Andrew Stawicki	3201 W Birchwood AVE	Milwaukee, WI 53221
Isabella H. Matthias	8748 W Bottsford AVE	Greenfield, WI 53228
Jacob Edward Kubek	3849 S 76th ST	Milwaukee, WI 53220
James Koutromanos	7972 S Scepter DR	Franklin, WI 53132
Jammie Lee Towns	11200 W Cleveland AVE #I-8	West Allis, WI 53227
Jenna Ann Schwab	3348 W Birchwood AVE	Milwaukee, WI 53221
Jennifer Lee Green	11200 W Cleveland AVE #C3	West Allis, WI 53227
Jessi Lynn Witt	416 E Water ST	Watertown, WI 53094

Jessica Ann Reyes	3906 E Barnard AVE	Cudahy, WI 53110
Jessica Erin Ignatowski	333 N 120th ST	Wauwatosa, WI 53226
Jill Bachowski	2815 Woodridge LN	Waukesha, WI 53188
Jodi Bee Miller	2130 S 81st ST	West Allis, WI 53219
John Winston Lennon Belcher	8031 W Waterford AVE	Milwaukee, WI 53220
Joseph Weprinsky	7135 W Southridge DR 105	Greenfield, WI 53220
Julie Ann Nelson	6510 Howard AVE #208	Milwaukee, WI 53220
Kallista Kae Miller	900 Cedarwood CT	Waukesha, WI 53188
Karen Ann Amerson	3668 S 35th ST	Milwaukee, WI 53221
Kristine Ann Velasquez	9427 W Morgan AVE	Milwaukee, WI 53228
Kyle David Gorzalski	11105 W Ohio ST	West Allis, WI 53227
Lauren Smith Sigmund	707 Monroe AVE #A	South Milwaukee, WI 53172
Lisa Ann Williams	7936 W Barnard AVE	Greenfield, WI 53220
Lisa Marie Gray	5412 W Whitaker AVE	Greenfield, WI 53220
Lori Ann Jones	2247 S 68th ST	West Allis, WI 53219
Manpreet Kaur	4939 W Tumble Creek DR	Franklin, WI 53132
Matthew Frederick Abramczyk	3730 S 95th ST	Milwaukee, WI 53228
Melvin Henry Cardenas	3347 W Colony DR	Greenfield, WI 53221
Michael Dean Monti	3327 Oakwood DR	Racine, WI 53406
Modesto Melendez-Alvarez	3016 Cone View LN	Waukesha, WI 53188
Nhan Thuy Tran	7651 Windrush LN	Franklin, WI 53132
Nichole Lee Damijan	9420 W Waterford AVE	Greenfield, WI 53228
Nicole Marie Hart	4356 S 60th ST	Greenfield, WI 53220
Pamela Meyer	W328 S1570 Forest Hills CT	Delafield, WI 53018
Patti Jo Erste	5530 W Forest Home AVE	Greenfield, WI 53220
Peter McLeod Alexander	W177 Oosty AVE	Oconomowoc, WI 53066
Ronald Edward Braun	W217 N5422 Taylor Woods DR	Menomonee Falls, WI 53051
Samantha Asja Chung	10002 W 6 Mile RD	Franksville, WI 53126
Samantha Rose Lukasavitz	2217 W Grange AVE	Milwaukee, WI 53221
Sandeep Singh	4939 W Tumblecreek DR	Franklin, WI 53132
Sandy Jewel Ollenburg	11070 W Forest Home AVE #4	Hales Corners, WI 53130
Sarah Marie Finnessy	3900 E Holmes AVE	Cudahy, WI 53110
Scot Alan Dorow	6440 S Crabapple CT #3	Oak Creek, WI 53154
Scott Andrew Hoff	W189 S6404 Preston LN	Muskego, WI 53150
Selena Marguerite Cotto	337 E Elm RD	Oak Creek, WI 53154
Steven James Bereiter	1612 N 53rd ST	Milwaukee, WI 53208
Susan Kathryn Nebel	1708 Cottonwood DR	Waukesha, WI 53189
Taylor Nicole Molkentin	507 West Chestnut ST	Burlington, WI 53105
Taylor Rose Russell	5094 Maplewood CT	Greendale, WI 53129
Terri Lynn Schroeder	9455 W Coldspring RD	Greenfield, WI 53228
Tracey Lynn Dieck	3735 S Rivershire DR #5	Greenfield, WI 53228
Trista Paulene Varner	4340 S 68th ST	Greenfield, WI 53220
Troy David Calvert	4251 N 86th ST	Milwaukee, WI 53222
William H. Reeves	6210 W Forest Home AVE	Milwaukee, WI 53220
Xiameng Lin	11404 W Parnell AVE	Hales Corners, WI 53130

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/1

DRY CLEANING/WASHING MACHINE

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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LBJ Industries LLC	Greenfield Quick Wash Laundromat	Robert Hoelzl, Agent	6835 W Layton AVE
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Premise Description:

OPERATE 24 WASHING MACHINES LOCATED AT 6835 W LAYTON AVENUE

Jaystores LLC	Maytag Laundry	Jigar Umeshkumar Chaudhari, Agent	6121 W Coldspring RD
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Premise Description:

OPERATE 28 WASHING MACHINES LOCATED AT 6121 W COLDSRING ROAD

Omeed Inc	Ogden Cleaners	Keyhan Sheikholeslami, Agent	7860 W Layton AVE
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Premise Description:

OPERATE 2 DRY CLEANING MACHINES AND 3 WASHING MACHINES LOCATED AT 7860 W LAYTON AVENUE

Star Services-Howard Inc	Star Tanning and Laundromat	Keith Manson, Agent	4104 W Howard AVE
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Premise Description:

OPERATE 37 WASHING MACHINES LOCATED AT 4101 W HOWARD AVENUE

Grand Total Licenses: 4

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/10/2020

1/3

ENTERTAINMENT

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
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Lightspeed Entertainment Inc	27 Social	Jon M. Majdoch, Agent	4251 S 27th ST
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Premise Description:

INDOOR: HAVE LIVE BANDS, LASERTAG, FOOTBALL BOWLING, AXE THROWING, BIRTHDAY PARTIES, ESCAPE ROOM, ARCADE & CORPORATE EVENTS; OUTDOOR: BOCCE BALL, BEAN BAG TOSS. LOCATED AT 4251 S 27TH ST.

Bluemel's Floral & Garden Center Inc	Bluemel's Floral & Garden Center, Inc.	Michael Bluemel, Manager	4930 W Loomis RD
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Premise Description:

INDOOR: ACOUSTIC PERFORMANCES IN COFFEE SHOP; OUTDOOR: ACOUSTIC PERFORMANCES. LOCATED AT 4930 W LOOMIS RD

City of Greenfield	City of Greenfield	Laura Chatterton, Representative	7325 W Forest Home AVE
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Premise Description:

INDOOR: N/A; OUTDOOR: KONKEL PARK CONCERT SERIES, CHILDREN'S ENTERTAINMENT, BEVERAGE SALES, CAR SHOW, RUN/WALK, LOCATED AT 5151 W LAYTON AVE.

GD Classic Inc	Classic Lanes Greenfield	Gina Lynn Daroszewski, Agent	5404 W Layton AVE
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Premise Description:

INDOOR: HAVE 16 LANE BOWLING CENTER WITH BAR, SNACK BAR, BILLIARDS, VIDEO GAMES, CD INTERNET JUKEBOX AND OCCASIONALLY A DJ OR LIVE BAND FOR SPECIAL EVENTS, FUNDRAISERS; OUTDOOR: N/A. LOCATED AT 5404 W LAYTON AVE

Hwy 100 Bar & Grill Inc	Club Paragon	Jeffrey Willms, Agent	3578 S 108th ST
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Premise Description:

INDOOR: ITUNES, APPLE TV, LIVE BANDS, KARAOKE; OUTDOOR: N/A. LOCATED AT 3578 S 108TH ST.

Don Cangrejo Cantina & Restaurant LLC	Don Cangrejo Cantina & Restaurant LLC	Maricela Cuevas, Agent	4171 S 76th ST
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Premise Description:

INDOOR: KARAOKE, MARIACHI, GROUP BANDS. OUTDOOR: N/A LOCATED AT 4171 S. 76TH ST.

Mark S Silber	Fin 'N Feather	Mark S Silber, Agent	4060 W Loomis RD
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Premise Description:

INDOOR: BIRTHDAYS, BARMITZVAS, WEDDINGS, FUNERALS, POKER RUNS, CAR SHOWS, DJ'S, FASHION SHOWS. OUTDOOR: VOLLEYBALL, DARTS, JARTS, HORSESHOES, CAR SHOWS, MOTORCYCLE SHOWS, BURN OUT CONTESTS, WEDDINGS, SHOWERS, BIRTHDAY PARTIES LOCATED AT 4060 W LOOMIS RD

Brick Oven Concepts, LLC	Fox's Pub	Frank Orcholski, Agent	4395 S 76th ST
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Premise Description:

INDOOR: SPORTS BAR WITH FOOD, LIVE & PIPED ENTERTAINMENT, TVS, DARTS, POOL & FOOSEBALL TABLES, VIDEO GAMES, KARAOKE AND PATRON STYLE DANCING; OUTDOOR: PATIO WITH SEATING, FOOD, DRINKS, TVS, GAMES, KARAOKE, FIRE PIT, LIVE & PIPED ENTERTAINMENT AND PATRON STYLE DANCING, LOCATED AT 4395 S 76TH ST.

T & M Fox LLC	Friends on Forest Home	Maureen Jane Fox, Agent	5614 W Forest Home AVE
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Premise Description:

INDOOR: POOL, DARTS, JUKEBOX; OUTDOOR: N/A. LOCATED AT 5614 W FOREST HOME AVE

One Headlight Power Sports LLC	House of Harley-Davidson	Jeff Binkert, Agent	6221 W Layton AVE
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Premise Description:

INDOOR: LIVE MUSIC EVENTS ASSOCIATED WITH CHARITABLE CAUSES & MOTORCYCLE BUSINESS, AUTOGRAPH SIGNINGS, CELEBRITY APPEARANCES & CUSTOMER APPRECIATION LUNCHES. OUTDOOR: LIVE MUSIC EVENTS ASSOCIATED WITH CHARITABLE CAUSES AND THE MOTORCYCLE BUSINESS, AUTOGRAPH SIGNINGS, CELEBRITY APPEARANCES, AND CUSTOMER APPRECIATION LUNCHES. LOCATED AT 6221 W LAYTON AVE.

Klemmer's Inc.	Klemmer's Banquet Center	Mary Kathryn Klemmer, Agent	10401 W Oklahoma AVE
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Premise Description:

INDOOR:BANDS HIRED BY INDIVIDUALS BOOKING EVENTS; OUTDOOR: N/A. LOCATED AT 10401 W OKLAHOMA AVE

Longshots Inc	Longshots Sports Bar	Donald Habermehl Jr, Agent	5045 W Loomis RD
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Premise Description:

INDOOR: DARTS, POOL, SOFTBALL, VOLLEYBALL, PATRON TYPE DANCING, JUKEBOX; OUTDOOR: N/A. LOCATED AT 5045 W LOOMIS RD.

Meyer's SM Restaurant Inc	Meyer's Restaurant	Francesco Anthony Purpora, Agent	4260 S 76th ST Suite D
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Premise Description:

INDOOR: BANDS FOR BANQUET HALL WITH PATRON TYPE DANCING; OUTDOOR: N/A. LOCATED AT 4260 S 76TH ST, SUITE D.

Rosales Products and Services LLC	Mezcalero Restaurant	Juanita del Carmen Campos, Agent	6869 W Forest Home AVE
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Premise Description:

INDOOR: LIVE MUSIC IN BAR, BASEMENT, DINING ROOM; OUTDOOR: RADIO AND LIVE MUSIC ON PATIO. LOCATED AT 6869 W FOREST HOME AVE.

Grire Southridge LLC	On the Edge Bar & Grill	Ben W. Cruz, Agent	6815 W Edgerton Ave
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Premise Description:

INDOOR: LIVE ENTERTAINMENT, CRAFT SHOWS, WEDDINGS, ENTERTAINMENT, BIRTHDAY PARTIES, MUSIC, SPORTS LEAGUES, RAQUETBALL, AEROBICS, KARAOKE, PATRON STYLE DANCING; OUTDOOR: CAR SHOWS. LOCATED AT 6815 W EDGERTON AVE.

4353 LTD Piper Music Palace	Organ Piper Pizza	Derek M. Paikowski, Agent	4353 S 108th ST
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Premise Description:

INDOOR: DIXIE BAND, MUSIC, ORGAN MUSIC; OUTDOOR, N/A. LOCATED AT 4353 S 108TH ST.

River Falls Recreation Inc	River Falls Recreation Inc	Frank M Kleczka, Agent	5401 W Layton AVE
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Premise Description:

INDOOR: VIDEO GAMES; OUTDOOR: MINIATURE GOLF, BATTING CAGES. LOCATED AT 5401 W LAYTON AVE.

Romine's High Pockets Inc	Romine's High Pockets	Terry Romine Jr, Agent	6125 S 27th ST
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Premise Description:

INDOOR: BILLIARDS ROOM, GAMES, PATRON STYLE DANCING, RESTAURANT, DJ; OUTDOOR: VOLLEYBALL. LOCATED AT 6125 S 27TH ST.

Kyle D. Sobocinski	Sobo's Tap	Kyle Sobocinski, Agent	4500 W Forest Home AVE
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Premise Description:

INDOOR: MUSIC, KARAOKE, PATRON DANCING, LIVE BANDS, JUKE BOX, STAND UP COMEDY AND TELEVISION; OUTDOOR: N/A. LOCATED AT 4500 W FOREST HOME AVE

PrimeTime Tap LLC

The Brass Tap

Nicholas Edward Marking,
Agent

7808 W Layton AVE

Premise Description:

INDOOR: OCCASIONAL DJ ONCE EVERY QUARTER; POSSIBLE LIVE MUSIC ONCE A MONTH. OUTDOOR: OCCASIONAL DJ OR LIVE MUSIC MAYBE ONCE A QUARTER ON OUR 700 SQ FT PATIO. LOCATED AT 7808 W LAYTON AVE.

G&J Partners LLC

The Edge Sports Bar

Gregory Charles Grabowski,
Agent

5175 S 27th ST

Premise Description:

INDOOR: HAVE BANDS, KARAOKE, CUSTOMER DANCING, DJ, OPEN JAMS AND DARTS; OUTDOOR: BEER GARDEN PATIO. LOCATED AT 5175 S 27TH ST.

Wisconsin Athletic Club LLC

Wisconsin Athletic Club

Chezare Misko, Agent

5020 S 110th ST

Premise Description:

INDOOR: SWIMMING, CYCLING, RUNNING, WEIGHTLIFTING, GROUP FITNESS, MARTIAL ARTS, KIDS ACTIVITIES, DANCING, DJ & MUSIC;
OUTDOOR: SWIMMING, CYCLING, RUNNING, WEIGHTLIFTING, GROUP FITNESS, MARTIAL ARTS, KIDS ACTIVITIES, DANCING, DJ & MUSIC
LOCATED AT 5020 S 110TH ST

Grand Total Licenses: 22

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

06/09/2020

1/2

PAWNBROKER/SECONDHAND

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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Best Buy Stores, LP	Best Buy #25	Robert Jamsa, Agent	4610 S 76th ST
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4610 S 76TH ST
ROBERT ALAN JAMSA - MANAGERS/PERSONS IN CHARGE

Brew Town Trading Co, LLC	Brew Town Trading Co, LLC	Jeremy Frantz, Agent	1825 E Lilac LN
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Premise Description:

CONDUCT SALES OF SECONDHAND ARTICLES AT 4285 S 76TH ST
RORY ALAN WAGNER, JEREMY FRANZ - MANAGERS/PERSONS IN CHARGE

Gamestop Inc	Gamestop #567	Emily Beth Zastrow, Agent	7420 W Holmes AVE
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Premise Description:

CONDUCT SALES OF SECONDHAND ARTICLES LOCATED AT 7420 W HOLMES AVE
EMILY ZASTROW, BRADLEY SERVIDAS, BRANDON BIGGS, DAHLIA KAYEMBE, JARED WILLIAMS, LUCIANO BAROS & RACHEL CONNOR -
MANAGERS/PERSONS IN CHARGE

La Paz Inc	Genesis Jewelry & Art Gallery	Janet La Paz, Agent	6011 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY AND SECONDHAND ARTICLES LOCATED AT 6011 W LAYTON AVE. MANAGERS/PERSONS IN CHARGE:
CHRISTOPHER JAMES SLADE, JANET LA PAZ.

Half Price Books Records Magazines Inc	Half Price Books	Joseph Gerard Desch, Agent	5032 S 74th ST
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5032 S 74TH ST.
MANAGERS/EMPLOYEES IN CHARGE: JOSEPH DESCH, AMY BYRNES, BRENDAN BEECHER, CHRISTINA BROWN & THOMAS SCHABER.

Kesslers Diamond Center Inc.	Kesslers Diamond Center Inc.	Joe J Gehrke, Agent	5076 S 76th ST
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Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY LOCATED AT 5076 S 76TH ST. MANAGERS/PERSONS IN CHARGE: AMANDA KRIMMER, JACOB GEYER
& TRISTA DOAVER.

MMX3 LLC	Mega Media Xchange	Robert Allen Settecase, Agent	7828 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 7828 W LAYTON AVE
ROBERT SETTECASE, JOSEPH ANDREW GREGOVICH, SAUL SANDOVAL- ESPINOZA & KATANA MOEDE - MANAGERS/PERSONS IN CHARGE

Keynote Inc	Music Go Round	Kenneth James Siegel, Agent	7425 W Holmes AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 7425 W HOLMES AVE. MANAGERS/PERSONS IN CHARGE: BERT ZWEBER, BRIAN SZYMANSKI, KENNETH SIEGEL, KURTIS WOOD, RYAN GEHRIG, WILLIAM POPE, SKOTT MORIARTI.

Cutting Edge Sporting Goods, LLC Play It Again Sports	Andrew Hundt, Agent	7499 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES AT 7499 W LAYTON AVE
RICHARD ALLEN SCHMITZ - MANAGER/PERSON IN CHARGE

Love Jewelry LLC	Robert Haack Diamonds	Eric Racoma, Agent	7530 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY AND SECONDHAND ARTICLES LOCATED AT 7530 W LAYTON AVE. MANAGERS/EMPLOYEES IN CHARGE: BRET EULBERG AND LESLIE BOOTON

The Exclusive Company Corp	The Exclusive Company	Marcellino Lopez, Agent	5026 S 74th ST
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5026 S 74TH ST. MANAGERS/PERSONS IN CHARGE: MARCELLION MARC LOPEZ IV.

DP Enterprises Midwest LLC	The Jewelry Center	Dean R Murray, Agent	7477 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY, LOCATED AT 7477 W LAYTON AVE. MANAGERS/PERSONS IN CHARGE: THOMAS FRANCIS ROUSE, JOHN STEVEN BRINDOWSKI, DEAN MURRAY, AND MICHAEL ANTHONY PROKOP

Grand Total Licenses:	12
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7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219
Fax: (414) 543-0591

Instructions for Application to Extend Licensed Premises:

The information that follows is important, please read it all to ensure your application is complete.
The applicant shall comply with the following when the application is filed:

1. Application deadline: If part of an Outdoor Special Event permit, 45 or 90 days prior to the event, depending on expected attendance.
2. Property owner permission: If you are not the property owner, attach written permission from the property owner which indicates you have been given full control over the licensed premises to conduct alcohol sales.

Select from one of the following:

☐ Our organization **IS** the property owner of the premises described in application.

☒ Our organization **IS NOT** the property owner of the premises described in our application. A letter from the property owner is attached granting our organization full control of the extended premises during the specified dates and times.

3. Location of alcohol sales/consumption (premises description): The premises description must "particularly describe" where alcohol will be sold, served, consumed or stored. A street address is not sufficient. **Applicants must ensure that underage unaccompanied persons do not enter the licensed premises.** (For example, if a beer or wine tent is described as the licensed premises, fencing, signage and careful monitoring can be done to prohibit entry by underage unaccompanied individuals. Underage persons must be accompanied by a parent, guardian or spouse of legal drinking age on licensed premises. Sec. 125.07(3)(a), Wis. Stats.

Sample Premise Descriptions:

A 30 x 30 square foot beer tent, roped off and monitored to exclude underage unaccompanied individuals, on the northwest corner of the parking lot at 1234 Main Street.

A 30 x 30 square foot area for a sales counter for wine sales that includes tables and seating, fenced and monitored to exclude underage unaccompanied individuals, on the south side of the parking lot at 1234 Main Street.

4. Licensed operators: Licensed operators* or licensed temporary operators** must be present at all times. They must visually supervise adults working without a license. The licensed person must be in the same room or area as the unlicensed person, near enough to see and talk to him or her, and to be able to actually supervise the unlicensed person. It is not sufficient simply to be on the same premises. Sec. 125.26(6), 125.32(2) – beer; 125.51(10), 125.68(2) – Wine; 125.17, Wis. Stats.

-OVER-



***Operator Licenses:** People 18 years old or older may apply. This license is valid for the current license period. Operators must provide:

- a. A certificate of completion for a Responsible Beverage Server Training Class (approved by the WI Dept. of Revenue) taken within the last 2 years; OR
- b. A certified copy of an operator's license held in WI within the last 2 years; OR
- c. A copy of a retail alcohol license listing them as the agent, held in WI within the last 2 years;

Cost: \$50 plus \$10 for a background check.

Z:\License\Application to Extend Licensed Premises - Instructions 10-17-19.docx

7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219

Fax: (414) 541-0591

APPLICATION TO EXTEND LICENSED PREMISES

This is a request to extend licensed premises for: ☒ Entertainment License ☒ "Class B" Beer and Liquor
☐ Class "B" Beer ☐ Class "B" Beer & "Class C" Wine

Legal name of business: Prime Time Taps LLC

Trade name of business: The Brass Tap Agent: Nicholas Marking

Name of Event: _____ Event Address: 7820 W Layton Ave

Event Date	Event Starting Time	Event Ending Time	Entertainment Starting Time	Entertainment Ending Time	Alcohol Sales/Consumption Starting Time	Alcohol Sales/Consumption Ending Time
6/10/2020 2/01/21	} Mon - Sun		4-10pm		for entertainment and alcohol	

List types of entertainment: TV's, pool table, darts, games

Location of entertainment: 7820 W Layton

Location of alcohol sales/consumption: inside of former Plato's Closet
4000 sq feet 7820 W Layton Ave

Describe how the extended premises will be contained, such as whether it will be within a roped off or fenced in area:

Contained in the 4000 sq ft space - 7820 W Layton Ave

Attach a map or drawing to show where the event is taking place, and include the location of alcohol sales/service/consumption, entertainment, speakers, fenced or roped areas, tents, etc.

Printed Name Nicholas E Marking Date 6/6/2020 Phone 773-220-3207

Signature [Signature] Email nmarking@gmail.com

Provide contact person's name, phone # and email, if different than above _____

To Whom It May Concern,

I give Nick Marking, owner of the Brass Tap, my permission to temporary occupy 7820 W Layton Ave for a special usage until Feb. 1. 2021 for overflow for tables/chairs and entertainment.

Frank J Grainer


Landlord



7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219
Fax: (414) 541-0591

APPLICATION TO EXTEND LICENSED PREMISES

This is a request to extend licensed premises for:

Entertainment License
Class "B" Beer

"Class B" Beer and Liquor
Class "B" Beer & "Class C" Wine

Legal name of business: Hwy 100 Bar + Grill Inc

Trade name of business: Club Paragon Agent: Jeff Williams

Name of Event: Extended premises Use Event Address: 3578 S. 108th St Greenfield

Event Date	Event Starting Time	Event Ending Time	Entertainment Starting Time	Entertainment Ending Time	Alcohol Sales/Consumption Starting Time	Alcohol Sales/Consumption Ending Time
<u>Approval date - Sept 30 2020</u>	<u>12pm</u>	<u>9pm</u>	<u>12pm</u>	<u>9pm</u>	<u>12pm</u>	<u>9pm</u>

List types of entertainment: TV and background music/tx

Location of entertainment: 30x30 ft area outside north entrance

Location of alcohol sales/consumption: 30x30 ft tented area on north parking lot
Outside North entrance.

Describe how the extended premises will be contained, such as whether it will be within a roped off or fenced in area:

fenced in and accessible through building

Attach a map or drawing to show where the event is taking place, and include the location of alcohol sales/service/consumption, entertainment, speakers, fenced or roped areas, tents, etc.

Robin Williams
Printed Name

060920
Date

414 688 8699
Phone

Robin Williams
Signature

jeff@clubparagon.com
Email

Provide contact person's name, phone # and email, if different than above



3578 S. 108th Street
Greenfield, WI 53228

June 8, 2020

To Whom it may concern:

Hwy 100 Bar and Grill, Inc DBA Club Paragon is applying for a temporary use permit for a 30ft by 30ft area outside the north entrance of the building. This area could be covered with a tent and will be used for food and beverage service. We would like to amend our liquor license by adding this location to C-4, "Premises description", on the Renewal Alcohol Beverage License Application we have previously submitted.

Respectfully,

Jeff Willms

Owner – Club Paragon

not
necessary
for a
temporary
extension
of
premises.
SH.



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Instructions for Application to Extend Licensed Premises:

The information that follows is important, please read it all to ensure your application is complete.
The applicant shall comply with the following when the application is filed:

1. Application deadline: If part of an Outdoor Special Event permit, 45 or 90 days prior to the event, depending on expected attendance.
2. Property owner permission: If you are not the property owner, attach written permission from the property owner which indicates you have been given full control over the licensed premises to conduct alcohol sales.

Select from one of the following:

- ☒ Our organization **IS** the property owner of the premises described in application.
 - ☐ Our organization **IS NOT** the property owner of the premises described in our application. A letter from the property owner is attached granting our organization full control of the extended premises during the specified dates and times.
3. Location of alcohol sales/consumption (premises description): The premises description must "particularly describe" where alcohol will be sold, served, consumed or stored. A street address is not sufficient. **Applicants must ensure that underage unaccompanied persons do not enter the licensed premises.** (For example, if a beer or wine tent is described as the licensed premises, fencing, signage and careful monitoring can be done to prohibit entry by underage unaccompanied individuals. Underage persons must be accompanied by a parent, guardian or spouse of legal drinking age on licensed premises. Sec. 125.07(3)(a), Wis. Stats.

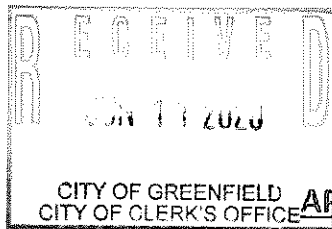
Sample Premise Descriptions:

A 30 x 30 square foot beer tent, roped off and monitored to exclude underage unaccompanied individuals, on the northwest corner of the parking lot at 1234 Main Street.

A 30 x 30 square foot area for a sales counter for wine sales that includes tables and seating, fenced and monitored to exclude underage unaccompanied individuals, on the south side of the parking lot at 1234 Main Street.

4. Licensed operators: Licensed operators* or licensed temporary operators** must be present at all times. They must visually supervise adults working without a license. The licensed person must be in the same room or area as the unlicensed person, near enough to see and talk to him or her, and to be able to actually supervise the unlicensed person. It is not sufficient simply to be on the same premises. Sec. 125.26(6), 125.32(2) – beer; 125.51(10), 125.68(2) – Wine; 125.17, Wis. Stats.

-OVER-



7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219
Fax: (414) 541-0591

APPLICATION TO EXTEND LICENSED PREMISES

This is a request to extend licensed premises for:

- ☐ Entertainment License
☐ Class "B" Beer
☒ "Class B" Beer and Liquor
☐ Class "B" Beer & "Class C" Wine

Legal name of business: GA CLASSIC INC

Trade name of business: CLASSIC LANES GREENFIELD Agent: GINA DAROSZEWSKI

Name of Event: CLASSIC PATIO Event Address: 5404 W LAUDON AVE
GREENFIELD, WI 53220

Event Date	Event Starting Time	Event Ending Time	Entertainment Starting Time	Entertainment Ending Time	Alcohol Sales/Consumption Starting Time	Alcohol Sales/Consumption Ending Time
6/18/20 - 9/27/20	WED-FRI 3PM	WED-FRI 9PM	WED-FRI 3PM	WED-FRI 9PM	WED-FRI 3PM	WED-FRI 9PM
	SAT-SUN 11AM	SAT 10PM	SAT-SUN 11AM	SAT 10PM	SAT-SUN 11AM	SAT 10PM
		SUN 6PM		SUN 6PM		SUN 6PM

List types of entertainment: WIRELESS INTERNET RADIO OR DJ

Location of entertainment: WIRELESS SPEAKERS ATTACHED ON THE OUTSIDE OF THE BUILDING AND WHEN THERE IS A DJ, AGAINST THE BUILDING NEAR THE PATIO

Location of alcohol sales/consumption: BOWLING CENTER WITH 16 LANES, BILLIARDS, BAR, VIDEO GAMES, STORAGE IN BASEMENT, COOLERS AND LOCKED LIQUOR ROOM ALONG WITH AN OUTDOOR AREA ON THE SOUTHEAST SIDE IN A FENCED AREA APPROX 882
Describe how the extended premises will be contained, such as whether it will be within a roped off or fenced in area: 58 FT.

THE AREA WILL BE RESPONSIBLY AND FENCED AND APPEALING TO THE EYE
Attach a map or drawing to show where the event is taking place, and include the location of INCLUDING PLANTERS
alcohol sales/service/consumption, entertainment, speakers, fenced or roped areas, tents, etc. AND GREENERY.

GINA DAROSZEWSKI
Printed Name

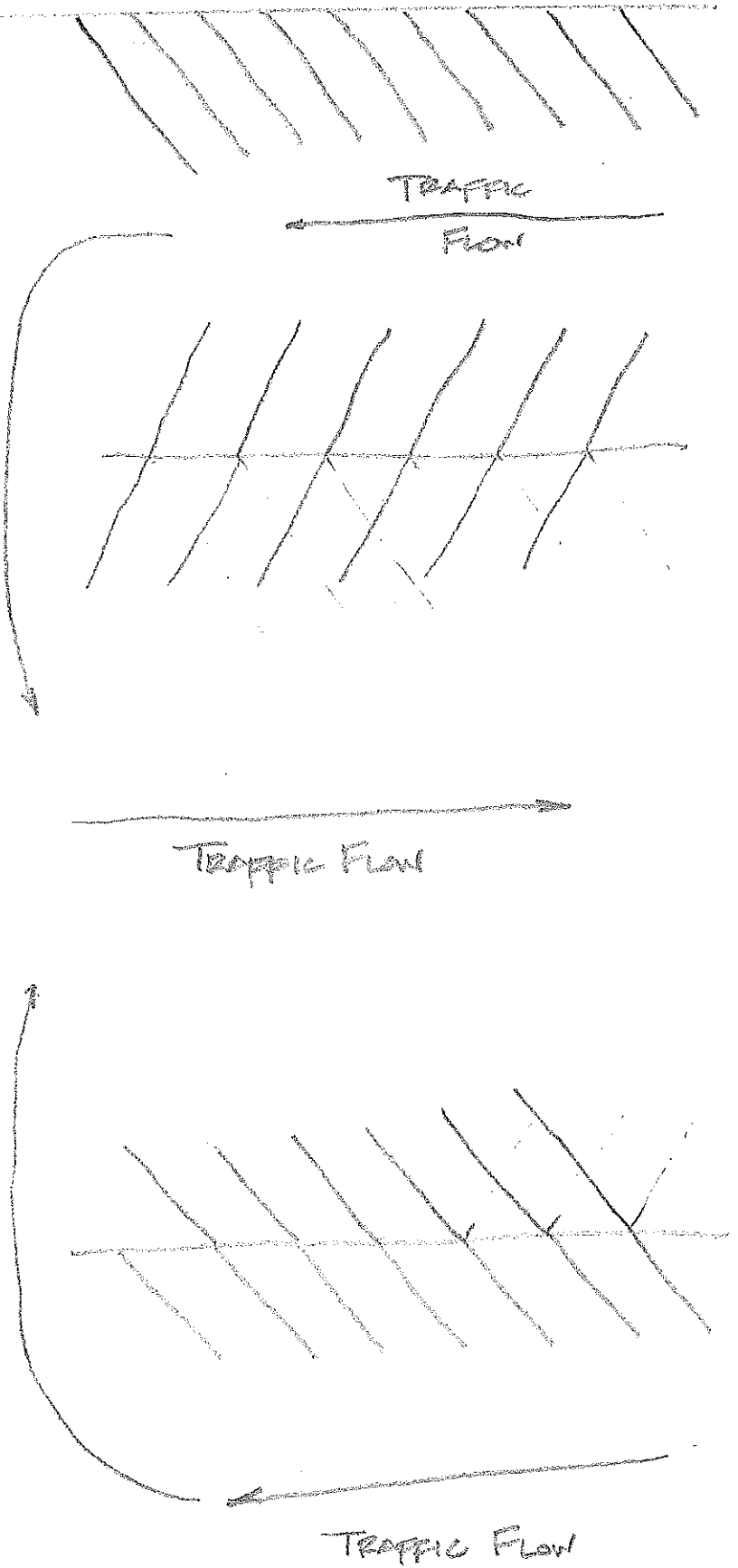
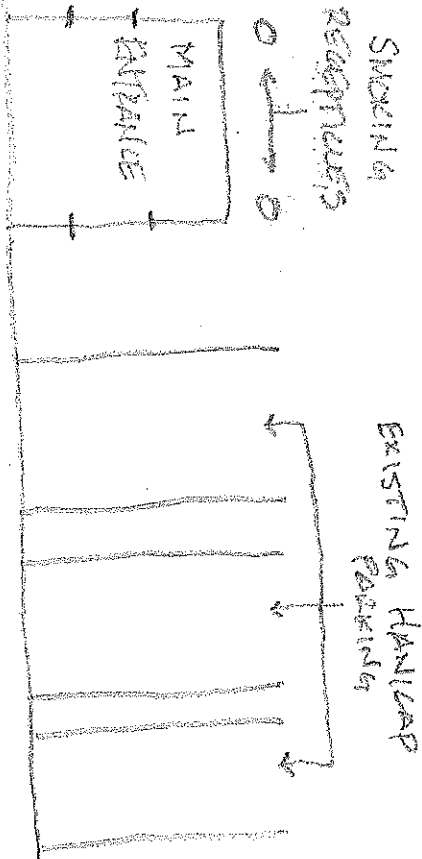
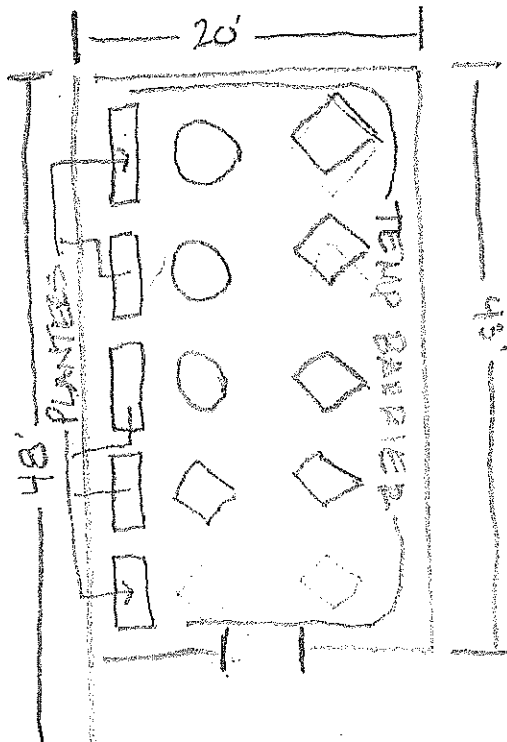
5/30/20
Date

414-517-6180
Phone

[Signature]
Signature

classiclanesgreenfield@gmail.com
Email

Provide contact person's name, phone # and email, if different than above





7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219
Fax: (414) 543-0591

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Select from one of the following:

- ☒ Our organization **IS** the property owner of the premises described in application.
- ☐ Our organization **IS NOT** the property owner of the premises described in our application. A letter from the property owner is attached granting our organization full control of the extended premises during the specified dates and times.
3. Location of alcohol sales/consumption (premises description): The premises description must "particularly describe" where alcohol will be sold, served, consumed or stored. A street address is not sufficient. **Applicants must ensure that underage unaccompanied persons do not enter the licensed premises.** (For example, if a beer or wine tent is described as the licensed premises, fencing, signage and careful monitoring can be done to prohibit entry by underage unaccompanied individuals. Underage persons must be accompanied by a parent, guardian or spouse of legal drinking age on licensed premises. Sec. 125.07(3)(a), Wis. Stats.

Sample Premise Descriptions:

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-OVER-



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 16, 2020

RELATING TO:

Discussion and decision to adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2019 Compliance Maintenance Annual Report (CMAR), Project 2020 # 2

SUMMARY:

Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems (Sanitary Sewers) to submit a Compliance Maintenance Annual Report (CMAR) with a Resolution verifying Common Council review, statement of corrective actions, if necessary, and authorization of submittal.

The 2019 Compliance Maintenance Annual Report (CMAR) is due to the Wisconsin Department of Natural Resources by June 30th, 2020. The attached report was prepared by the Engineering Division with additional information provided by Finance and Public Works. The City of Greenfield received the highest grade (letter A, and 4.0 grade points) and therefore we are not required to submit corrective actions.

RECOMMENDATION:

Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2019 Compliance Maintenance Annual Report (CMAR), Project 2020 #2

ATTACHMENTS: KEY ISSUES ☐ BACKGROUND ☐ RESOLUTION ☒ FISCAL NOTE ☐
MOTION ☐ OTHER ☒ draft copy of CMAR report

RESOLUTION NO.

RESOLUTION VERIFYING REVIEW AND AUTHORIZING SUBMITTAL OF THE
2019 WISCONSIN DEPARTMENT OF NATURAL RESOURCES
COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR),
GREENFIELD PROJECT NUMBER 2020 #2

WHEREAS, Public sanitary sewer collection is a basic responsibility of local, county and state governments; and

WHEREAS, It is the responsibility of local, county and state governments to properly operate and manage wastewater collection systems so as to protect public safety and health; and

WHEREAS, Proper inspection, rehabilitation, and operation and maintenance of the sanitary sewer collection system would promote cost-effective performance of the system over its design life; and

WHEREAS, Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems to submit a Compliance Maintenance Annual Report (CMAR) with a resolution verifying Common Council review, statement of corrective actions if necessary and authorization of submittal.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Greenfield hereby verifies its review and authorizes the submittal of the 2019 Compliance Maintenance Annual Report (CMAR) for the City of Greenfield.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Wisconsin Department of Natural Resources (DNR).

PASSED AND ADOPTED by the Common Council of the City of Greenfield on this _____ day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 **2019**

Financial Management

1. Provider of Financial Information Name: Paula Schafer Telephone: 414-329-5283 (XXX) XXX-XXXX E-Mail Address (optional): PaulaS@greenfieldwi.us		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2019 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2019 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) 3.2.3 Adjusted January 1st Beginning Balance 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 439,458.00 \$ 0.00 \$ 439,458.00 \$ 33,611.00

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 **2019**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 473,069.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 473,069.00

0

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Greenfield PPI/I program (2017#11). In 2019, Greenfield completed our private property investigation phase and was looking to proceed to a PPI/I rehabilitation project in late 2019 / 2020. Cost estimate of rehabilitation project was \$613,934. MMSD has since put a HOLD on PPI/I lateral lining and will not approved funding, therefore the City has put our PPI/I rehabilitation project on HOLD until MMSD can provide more direction.	613,934	2020
2	Equipment replacement. Sewer Jet-Camel (\$315,000) in 2021; Sanitary Sewer TV monitoring equipment (\$300,000) in 2021; Support truck (\$50,000) in 2022.	665000	2021
3	Sanitary sewer repair project (2019 #23). Project to repair sanitary sewer main defects at multiple locations. Project is in design stages, with construction anticipated in 2020. WI Stay At Home Order has delayed the design process.	118,278	2020

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 2019

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	
February	0	
March	0	
April	0	
May	0	
June	0	
July	0	
August	0	
September	0	
October	0	
November	0	
December	0	
Total	0	0
Average	0	0

6.1.2 Comments:

None

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

None

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 2019

Describe and Comment:
6.4 Future Energy Related Equipment
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?
N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 2019

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- 1) Comply with the WPDES permit containing SSO's
2) Minimize the occurrences of preventable overflows
3) Minimize the life cycle ownership costs of the collection system assets
4) Improve or maintain system reliability
5) Reduce the potential threat to human health from SSO's
6) Provide adequate capacity to convey peak flow & manage I/I
7) Protect collection system worker health and safety
8) Operate a continuous CMOM program

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Greenfield Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 07/15/2008

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 **2019**

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	17.7	% of system/year
Root removal	17.7	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	9.8	% of system/year
Manhole inspections	15.3	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	3.1	% of manholes rehabbed
Mainline rehabilitation		

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 **2019**

	0	% of sewer lines rehabbed
Private sewer inspections	67	% of system/year
Private sewer I/I removal	0.6	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

46	Total actual amount of precipitation last year in inches
35	Annual average precipitation (for your location)
149.4	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
3	Number of basement backup occurrences
31	Number of complaints
4.74	Average daily flow in MGD (if available)
0	Peak monthly flow in MGD (if available)
0	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

NaN	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.02	Basement backups (number/sewer mile)
0.21	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume (MG)
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 **2019**

The City currently has one (1) non-compliant metershed (MS6007), shared with the City of Milwaukee. While originally deemed non-compliant by MMSD in 2010, there has been remediation/rehabilitation on both the public and private side of the system in Greenfield's portion of this metershed since 2010.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

In 2019 the City completed a PPII investigation project (67 homes) in our non-complaint metershed and was going to transition over to a PPII rehabilitation project to address foundation drains and perform CIPP lining of laterals. In late 2019, MMSD elected to suspend the use of CIPP lining as part of its PPII program with concerns over the longevity and effectiveness of CIPP lining. Since MMSD was the funding source for our proposed PPII rehabilitation project and would not approve additional CIPP lining work until it has conducted a study of past CIPP work, Greenfield elected to suspend our PPII rehabilitation project until more direction can be provided from MMSD.

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to work to try and address PPII in our non-compliant metershed (MS0607) where we can. Once MMSD has rendered a decision on the use of CIPP, the City will re-evaluate our proposed PPII rehabilitation project at that time to determine if we will continue with it. Also, we continue to work on creating / improving strategic plans for inspection, cleaning and televising our system which we use as a primary means for assessing our sanitary sewer mains and manholes for I/I defects and other needs.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 **2019**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
6/1/2020 2019

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 16, 2020

RELATING TO:

Discussion and decision to award a contract for the project 2009 Tree Planting Program to Dan Larsen Landscaping in the amount of \$ 146,965.00.

SUMMARY:

On May 20, 2020, bids were opened for the project 2009 Tree Planting Program. The results are as follows:

Contractor	Amount
-----	-----
Dan Larsen Landscaping	\$ 146,965.00
Johnson's Nursery	\$ 180,089.74
Landscape Concepts Management	\$ 198,894.00

FINANCIAL:

This project is fully funded by a grant.

RECOMMENDATION:

ATTACHMENTS: KEY ISSUES ____ BACKGROUND ____ RESOLUTION ____ FISCAL NOTE ____
MOTION ____ OTHER ____

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 16, 2020

RELATING TO:

Discussion and decision to **adopt a resolution accepting a road reservation on the north and east side of 4401 South 47th Street, Tax Key No. 601-9911-000.**

SUMMARY:

Road reservations contained on previously recorded deeds can be accepted by the City via adoption of a Resolution to formerly convert these areas to public right-of-way. The following road reservation identified on the attached map exhibits are needed for public street purposes and should be accepted by the City:

- A 'road reservation' for the North 30 feet (West Bottsford Avenue), as contained in Document No. 10191191, recorded on December 6th, 2012.
- A 'road reservation' for the East 30 feet (South 47th Street), as contained in Document No. 10191191, recorded on December 6th, 2012.

FINANCIAL:

There is no cost to the City for accepting the road reservation. There will be a \$30 fee to record the Resolution with the Register of Deeds.

RECOMMENDATION:

Approve a Resolution to accept the following:

- A 'road reservation' for the North 30 feet (West Bottsford Avenue), as contained in Document No. 10191191, recorded on December 6th, 2012.
- A 'road reservation' for the East 30 feet (South 47th Street), as contained in Document No. 10191191, recorded on December 6th, 2012

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION X FISCAL NOTE ___
MOTION ___ OTHER X Doc. # 10191191

RESOLUTION NO. ####

RESOLUTION ACCPETING ROAD RESERVATIONS

BE IT RESOLVED, by the Mayor and the Common Council of the City of Greenfield that the reservations contained in the instrument listed below and recorded as indicated for street purposes, be and the same are hereby accepted by the City of Greenfield.

Reservation: East 30 feet and north 30 feet of the following described property:

That part of the Southeast $\frac{1}{4}$ of Section Twenty-three (23), in Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at a point 725 feet South and 1,332 feet West of the Northeast corner of said $\frac{1}{4}$ Section; thence South 160 feet to a point; thence West 166.50 feet to a point; thence North 160 feet to a point; thence East 166.50 feet to the point of beginning.

Tax Key No.	601-9911-000	
Recording Data:	Document 10191191	Recorded December 6 th , 2012

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

FLEXIBLE SPENDING ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT

This Agreement between United HealthCare Services, Inc. (“United”) and City of Greenfield (“Customer”) is effective January 1, 2020 (“Effective Date”) and covers the services United is providing to Customer, either directly or in conjunction with one of United’s affiliates, for use with Customer’s Self-Funded Flexible Spending Account Plan. United identifies this arrangement as FSA Contract No.: 920110.

Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Agreement Period: The period beginning on the Effective Date and automatically continuing until the Agreement is terminated. The services provided by United apply only to claims for Plan benefits that are incurred during the Agreement Period. Following the Effective Date this Agreement is deemed executed by the parties.

Bank: The United relationship bank elected in Customer’s executed banking letter.

Bank Account: Benefits Demand Deposit Bank Account maintained for the payment of FSA Plan benefits, expenses, and fees.

Group Policy: The medical insurance policy issued by United to the Customer and/or Plan.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

Participant: Employee or dependent who is covered by the Plan.

Plan: The FSA Plan to which this Agreement applies.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party’s business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party’s relationship. United’s Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United’s network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit. This information is collectively known as “United Financial PBI”.

Summary Plan Description or SPD: The document(s) requires Customer to provide to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. Customer accepts total responsibility for the Plan for purposes of this Agreement and complying with any laws that apply to Customer or the Plan.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description are consistent with this Agreement.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement and the fees for said services.

Section 2.4 Information Customer Provides to United. Customer will decide eligibility and provide accurate eligibility information and other records in its possession United needs to perform services under this Agreement, in

a format acceptable to United. United will be entitled to rely on the most current information in United's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to make retroactive eligibility changes, process or reprocess claims, but if United agrees to do so, additional fees may apply.

Section 2.5 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 2.6 Service Fees. Customer will pay fees for United's services. United can change the service fees annually. United will provide Customer with thirty (30) days prior written notice of the revised service fees. United also can change the services fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, or (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement.

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date ("Grace Period"), Customer will pay United interest on these amounts at the interest rate that United charges to its self-funded customers. Customer agrees to reimburse United for any costs that United incurs to collect these amounts.

Section 2.7 Reconciliation. Annually United will reconcile the total amounts Customer paid with the total amounts Customer owed. The parties agree to pay or return any difference within thirty (30) days of the reconciliation.

Section 3 – Services

Section 3.1 Benefit Claim Determination and Appeals. Customer appoints United a named fiduciary with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal appeals. A benefit means any treatment amount, service or supply paid or incurred by a Participant which is eligible for reimbursement under the Plan and pursuant to applicable sections of the IRC.

With respect to these functions, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to United under the Plan. This delegation is subject to Customer's retention of full responsibility as Plan Administrator for the final review of adverse benefit determinations, and Customer has the discretionary authority to construe and interpret the terms of the Plan and to make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeals process.

If it is determined that a benefit is payable, United will issue a check for, or otherwise credit, the benefit payment to the appropriate payee. If United denies a Plan benefit claim, the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or which are required under applicable law. If United determines that all or a part of the benefit is not payable under the Plan, United will notify the claimant of the adverse benefit determination and of the claimant's right to further appeal the adverse benefit determination to Customer. This notification will be designed to comply with applicable requirements for adverse benefit determination notices.

If a second internal appeal is requested, United will forward to Customer or Customer designee documentation regarding the adverse benefit determination necessary for Customer or Customer designee to conduct the final internal appeal. Customer will review the internal appeal and determine whether the Plan benefit is payable. If, after the review, Customer determines that the Plan benefit is payable, Customer will notify United and the claimant. If, after the review, Customer determines that the Plan benefit is still not payable, Customer will notify United and the claimant of the adverse benefit determination. This notice will be designed to comply with applicable requirements for final appeal determination notices. Customer's determination will be final and binding on the claimant and all other interested parties.

Section 3.2 Banking. United, on Customer's behalf, will open and maintain a bank account at the Bank to provide United the means to access Customer's funds for the sole purpose of payment of reimbursement of FSA Plan benefits, expenses and service fees ("FSA Bank Account"). The funds in the FSA Bank Account are Customer's and will not be comingled with any other customer funds.

Customer will maintain a minimum balance in the FSA Bank Account as determined by United based upon Participant enrollment and projected benefit reimbursement requests. United will determine if circumstances warrant

increasing this minimum balance, and will notify Customer if and when the required balance or the amount identified changes. Customer will fund the FSA Bank Account per the Benefits Account Establishment Authorization Letter executed by the parties.

If Customer does not provide the required amounts in the FSA Bank Account: (1) United will provide Customer notice, so that Customer can correct the problem; (2) United may suspend any services under this Agreement for the period of time Customer does not provide the required payment; (3) United can also elect to terminate this Agreement effective as of any date after three (3) business days after United has given Customer notice of the payment deficiency, if Customer does not provide the required payment within that period. Customer will pay interest on the amount of underfunding at the standard rate that United charges its customers for underfunding.

Section 3.3 Administrative Services The following are the administrative services United has agreed to provide to Customer. Customer must have United as their medical carrier. Customer may request that United provide additional services; Customer will pay an additional fee, determined by United, for these additional services. The services described in this section will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered. United will provide recovery services for payments that exceed the amount payable under the Plan, not including overpayments caused by untimely or inaccurate eligibility information ("Overpayments"). United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United's gross negligence. United will follow its established Overpayment recovery rules.

Service	Comments
United will process claims for eligible Expenses (any treatment amount, service or supply paid or incurred by a Participant and eligible for reimbursement under the FSA Plan and pursuant to applicable sections of IRC). Claims for reimbursement of FSA Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the FSA Plan provisions including an initial determination as to whether a claim is considered an Expense. Customer delegates to United the discretion and authority to use United's claim procedures and standards for benefit claim determination, reimbursement and recovery services.	
Standard FSA services including:	
• Initial supply of standard employee brochures	
• Single claim submission with automatic roll-over from established feeds	
• Check minimum \$25	
• Daily payment cycle	
• Customer care professional representation during normal business hours.	
• Eligibility information processed via electronic file submission (FTP or EDT)	Two files per month
• Standard FSA banking arrangements using a separate bank account for FSA plan.	
• Direct deposit of payments to employee bank accounts including online administration.	Includes direct deposit administration and auto rollover election.
• Online account information	For Participants enrolled in health plans administered by United.
Standard FSA reports including:	
• Monthly Status Reports	Detailed account status for each Participant.
• Monthly Change Reports	Details on all changes to program participation.
• Utilization Reports	Information on program utilization for Participants with change in status.
Summary Plan Description (SPD) Assistance. United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer's comments, and a final draft SPD. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. United will provide Customer with the final draft SPD. Printing of SPDs will be at an additional cost.	If the SPD is not finalized sufficiently in advance of the Effective Date of United's services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer's Plan design or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide United's services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and

Service	Comments
	remain in full force and effect until a final SPD is provided to United.
Annual statement (paper).	
Health Care Spending Card Debit MasterCard®	If elected by customer; additional fee may apply.
United will retain claim fiduciary responsibility for the FSA plan.	If elected by customer; additional fee may apply.
Automatic roll-over from external carriers.	If elected by customer; additional fee may apply.

Section 4 – Indemnification

Section 4.1 Customer Indemnifies United. Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 4.2 United Indemnifies Customer. United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United's or its vendors' gross negligence or willful misconduct in the performance of United's or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 5 – Termination

Section 5.1 Termination Events. This Agreement will terminate under the following circumstances:

- (i) The Plan terminates; or
- (ii) Either party gives the other party at least ninety (90) days prior written notice; or
- (iii) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement; or
- (iv) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement; or
- (v) discontinuance of the Customer's Group Policy for any reason; or
- (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party

Section 5.2 Funding After Termination. When this Agreement terminates, the funding method for Plan benefits will remain in place for a reasonable time. Customer will deposit and maintain in the Bank Account enough funds to cover all checks for Plan benefits that have been issued but not cashed. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and

recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section 6 – General Provisions

Section 6.1 Records. United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 6.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United's Financial PBI cannot be disclosed by Customer to any third party without United's express written consent. This provision shall survive the termination of this Agreement.

Section 6.3 Protected Health Information. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Agreement Addendum attached to this Agreement as Exhibit B.

Section 6.4 Mediation In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about the employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in Hartford, Connecticut or a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 6.5 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 6.6 Governing Law. This Agreement is governed by the applicable federal laws and the laws of the State of Connecticut.

Section 6.7 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party. Both parties agree that the renewal rate information provided by United to Customer is, upon payment of the fees by the Customer, appended to Exhibit A of this Agreement.

By signing below, each party agrees to the terms of this Agreement.

United HealthCare Services, Inc.
185 Asylum Street
Hartford, CT 06103-3408

City of Greenfield
7325 W Forest Home Ave
Greenfield, WI 53220

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT A – SERVICE FEES

This exhibit lists the service fees Customer must pay United for United's services during the term of the Agreement. These fees apply for the period from January 1, 2020 through December 1, 2021. Customer acknowledges that the amounts paid for administrative services are reasonable.

Flexible Spending Account Administrative Service Fees

Service Description	Fee
FSA Administration	\$3.25 Per Enrollee Per Month (PEPM)
Additional FSA Service Fees (if applicable)	
External Rollover	\$1,765 One-time set up charge per customer vendor
Eligibility Feeds	\$235 Per file of excess of 52 per year
Health Care Spending Card	\$0 PPEPM
Non-Discriminating Testing	\$500.00

Imprest Balance Required: \$5,000

EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT ADDENDUM

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its Affiliates (“Business Associate”) and City of Greenfield (“Covered Entity”) (each a “Party” and collectively the “Parties”) and is effective on January 1, 2020.

The Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended and supplemented by HITECH, as each is amended from time to time (collectively, “HIPAA”).
- 1.2 “Affiliate”, for purposes of this BAA, means any entity that is a subsidiary of UnitedHealth Group.
- 1.3 “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 C.F.R. 164.402.
- 1.4 “Breach Rule” means the federal breach regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Part 164 (Subpart D).
- 1.5 “Compliance Date” means the later of the September 23, 2013 or the effective date of the Agreement.
- 1.6 “Electronic Protected Health Information” (or “ePHI”) means PHI that is transmitted or maintained in Electronic Media.
- 1.7 “HITECH” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954, and all associated existing and future implementing regulations, when and as each is effective.
- 1.8 “PHI” means Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received, maintained created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Services.
- 1.9 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.10 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.11 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Sections 4.3 through 4.7, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

- 2.2 implement and use appropriate administrative, physical and technical safeguards and as of the Compliance Date comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA and/or Agreement.
- 2.3 without unreasonable delay, report to Covered Entity: (i) any use or disclosure of PHI not provided for by this BAA and/or Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the notification requirements set forth in the Breach Rule, and shall pay for the reasonable and actual costs associated with those notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification in accordance with 45 C.F.R. 164.410 that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and, in the event the delegation set forth above has been triggered, a copy of the template notification letter to be sent to Individuals.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.7 document, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 provide access, within twenty (20) days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524 including as of the Compliance Date, providing or sending a copy to a designated third party and providing or sending a copy in electronic format.
- 2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI, as requested by Covered Entity, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall identify the records it furnishes to Business Associate it considers to be PHI for purposes of this BAA.
- 3.2 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.3 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this

BAA unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation. In addition, if those limitations or revisions materially increase Business Associate's cost of providing services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

- 3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this BAA, in accordance with the standards and requirements of HIPAA, before and during the transmission of such PHI to Business Associate.
- 3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior furnishing to Business Associate the PHI for use and disclosure in accordance with this BAA.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 De-identify any and all PHI received or created by Business Associate under this BAA, which De-identified information shall not be subject to this BAA and may be used and disclosed on Business Associate's own behalf, all in accordance with the De-identification requirements of the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 identify Research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board or privacy board waiver that meets the requirements of 45 C.F.R. 164.512(i)(1) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such Research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation.
- 4.6 make PHI available for reviews preparatory to Research and obtain and maintain written representations in accord with 45 C.F.R. 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a Research protocol or for similar purposes preparatory to Research, that the PHI is necessary for the Research, and that no PHI will be removed in the course of the review.
- 4.7 use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. 164.514(e).
- 4.8 use and disclose the LDS referenced in Section 4.7 solely for Research or Public Health purposes provided that Business Associate shall: (i) not use or further disclose the information other than as permitted by this Section 4.8 or as otherwise Required by Law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.8; (iii) report to Covered Entity any use or disclosure of the information not provided for by this Section 4.8 of which Business Associate becomes aware; (iv) ensure that any agents to whom Business Associate provides the LDS agree to the same restrictions and conditions that apply to Business Associate with respect to such information; and (v) not identify the information or contact the Individuals.

5. TERMINATION

- 5.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this BAA then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may terminate the Agreement and/or this BAA.
- 5.2 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing and may retain the PHI subject to this Section 5.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

- 6.1 Construction of Terms. The terms of this BAA shall be superseded by the terms of this BAA to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's and Business Associate's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the contradictory term and the terms of this BAA. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.



Committee: Common Council

Introduced By: J. Foley, Human Resources Administrator

Date Introduced: June 16, 2020

RELATING TO:

Discussion and decision to approve agreement for the Section 125 Flexible Spending Account (FSA) between the City and United Healthcare Services, Inc. for 1/1/2020 through 12/31/2020.

SUMMARY:

The City has offered an FSA to employees for numerous years. An FSA plan is an account to help employees pay for eligible health expenses on a pre-tax basis. It also allows for dependent care expenses to be paid on a pre-tax basis.

The City changed the health, dental and vision plans from Humana to United Healthcare (UHC) effective January 1, 2020. With this change, UHC offered an FSA plan with reduced administration fees, including some enhanced services. Prior to this change, the FSA was administered through Diversified Benefit Services, Inc. The administrative fees are as follows:

UHC 2020	\$3.25 per member/per month
DBS 2019	\$4.95 per member/per month

This is a savings of approximately \$4,000 per year based on enrollments.

Recommendation:

Approve agreement for the Section 125 Flexible Spending Account (FSA) between the City and United Healthcare Services, Inc. for 1/1/2020 through 12/31/2020.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER X

HEALTH REIMBURSEMENT ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT

This Agreement between United HealthCare Services, Inc. (“United”) and City of Greenfield (“Customer”) is effective January 1, 2020 (“Effective Date”) and covers the services United is providing to Customer, either directly or in conjunction with one of United’s affiliates, for use with Customer’s Self-Funded Plan.

United identifies this arrangement as HRA Contract No.: 920109.

Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Agreement Period: The period beginning on the Effective Date and automatically continuing until the Agreement is terminated. The services provided by United apply only to claims for Plan benefits that are incurred during the Agreement Period. Following the Effective Date this Agreement is deemed executed by the parties.

Bank: The United relationship bank elected in Customer’s executed banking letter.

Bank Account: Benefits Demand Deposit Bank Account maintained for the payment of HRA Plan benefits, expenses, and fees.

Group Policy: The medical insurance policy issued by United to the Customer and/or Plan.

HRA or Health Reimbursement Account: An account established by Customer to fund certain eligible benefits described in the Summary Plan Description. This account is maintained in accordance with applicable provisions of the IRC and associated guidance issued by the IRS/Treasury Department.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

Participant: Employee or dependent who is covered by the Plan.

Plan: The Plan to which this Agreement applies.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party’s business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party’s relationship. United’s Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United’s network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit. This information is collectively known as “United Financial PBI”.

Summary Plan Description or SPD: The document(s) requires Customer to provide to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. Customer accepts total responsibility for the Plan for purposes of this Agreement and complying with any laws that apply to Customer or the Plan.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description are consistent with this Agreement.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement and the fees for said services.

Section 2.4 Information Customer Provides to United. Customer will decide eligibility and provide accurate eligibility information and other records in its possession United needs to perform services under this Agreement, in a format acceptable to United. United will be entitled to rely on the most current information in United's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to make retroactive eligibility changes, process or reprocess claims, but if United agrees to do so, additional fees may apply.

Section 2.5 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 2.6 Service Fees. Customer will pay fees for United's services. United can change the service fees annually. United will provide Customer with thirty (30) days prior written notice of the revised service fees. United also can change the services fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, or (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement.

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date ("Grace Period"), Customer will pay United interest on these amounts at the interest rate that United charges to its self-funded customers. Customer agrees to reimburse United for any costs that United incurs to collect these amounts.

The HRA administration service fees are included in the Group Policy rates.

Section 2.7 Reconciliation. Annually United will reconcile the total amounts Customer paid with the total amounts Customer owed. The parties agree to pay or return any difference within thirty (30) days of the reconciliation.

Section 3 – Services

Section 3.1 Benefit Claim Determination and Appeals. Customer appoints United a named, fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals, and (iii) performing the fair and impartial review of second level internal appeals. A benefit means any treatment amount, service or supply paid or incurred by a Participant which is eligible for reimbursement under the Plan and pursuant to applicable sections of the IRC.

As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to United under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process.

If it is determined that a benefit is payable, United will issue a check for, or otherwise credit the benefit payment to the appropriate payee. If United denies a Plan benefit claim, the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or which are required under applicable law. If United determines that all or a part of the benefit is not payable under the Plan, United will notify the claimant of the adverse benefit determination and of the claimant's right to appeal the adverse benefit determination. This notification will be designed to comply with applicable requirements for adverse benefit determination notices.

If, after the exhaustion of the two levels of internal appeal with United, United determines that the Plan benefit is still not available, United will notify the claimant that the adverse benefit determination has been upheld. This notice will be designed to comply with the applicable requirements for adverse benefit determination notices. This determination will be final and binding on the claimant, and all other interested parties.

Section 3.2 Banking. United, on Customer's behalf, will open and maintain a bank account at the Bank to provide United the means to access Customer's funds for the sole purpose of payment of reimbursement of Plan benefits, expenses and service fees ("HRA Bank Account"). The funds in the HRA Bank Account are Customer's and will not be commingled with any other customer funds.

Customer will maintain a minimum balance in the HRA Bank Account as determined by United based upon Participant enrollment and projected benefit reimbursement requests. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required balance or the amount identified changes. Customer will fund the HRA Bank Account per the Benefits Account Establishment Authorization Letter executed by the parties.

If Customer does not provide the required amounts in the HRA Bank Account: (1) United will provide Customer notice, so that Customer can correct the problem; (2) United may suspend any services under this Agreement for the period of time Customer does not provide the required payment; (3) United can also elect to terminate this Agreement effective as of any date after three (3) business days after United has given Customer notice of the payment deficiency, if Customer does not provide the required payment within that period. Customer will pay interest on the amount of underfunding at the standard rate that United charges its customers for underfunding.

Section 3.3 Administrative Services United will provide to Customer its standard administrative services in support of and an HRA. Customer must have United as their medical carrier. United will review services and supplies to determine if they are covered services under the Plan, consistent with the Summary Plan Description under which the Participant is covered. The HRA will be funded solely by the Customer and not through Participant contributions. United will provide recovery services for payments that exceed the amount payable under the Plan, not including overpayments caused by untimely or inaccurate eligibility information (“Overpayments”). United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United’s gross negligence. United will follow its established Overpayment recovery rules.

Section 4 – Indemnification

Section 4.1 Customer Indemnifies United. Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 4.2 United Indemnifies Customer. United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United's or its vendors' gross negligence or willful misconduct in the performance of United's or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 5 – Termination

Section 5.1 Termination Events. This Agreement will terminate under the following circumstances:

- (i) The Plan terminates; or
- (ii) Either party gives the other party at least thirty (30) days prior written notice; or
- (iii) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement; or

(iv) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement; or

(v) discontinuance of the Customer's Group Policy for any reason; or

(v) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party

Section 5.2 Funding After Termination. When this Agreement terminates, the funding method for Plan benefits will remain in place for a reasonable time. Customer will deposit and maintain in the Bank Account enough funds to cover all checks for Plan benefits that have been issued but not cashed. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section 6 – General Provisions

Section 6.1 Records. United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 6.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United's Financial PBI cannot be disclosed by Customer to any third party without United's express written consent. This provision shall survive the termination of this Agreement.

Section 6.3 Protected Health Information. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Agreement Addendum attached to this Agreement as Exhibit B.

Section 6.4 Mediation In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about the employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in Hartford, Connecticut or a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 6.5 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 6.6 Governing Law. This Agreement is governed by the applicable federal laws and the laws of the State of Connecticut.

Section 6.7 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party. Both parties agree that the renewal rate information provided by United to Customer is, upon payment of the fees by the Customer, appended to Exhibit A of this Agreement.

By signing below, each party agrees to the terms of this Agreement.

United HealthCare Services, Inc.
185 Asylum Street
Hartford, CT 06103-3408

City of Greenfield
7325 W Forest Home Ave
Greenfield, WI 53220

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT ADDENDUM

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its Affiliates (“Business Associate”) and City of Greenfield (“Covered Entity”) (each a “Party” and collectively the “Parties”) and is effective on January 1, 2020.

The Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended and supplemented by HITECH, as each is amended from time to time (collectively, “HIPAA”).
- 1.2 “Affiliate”, for purposes of this BAA, means any entity that is a subsidiary of UnitedHealth Group.
- 1.3 “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 C.F.R. 164.402.
- 1.4 “Breach Rule” means the federal breach regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Part 164 (Subpart D).
- 1.5 “Compliance Date” means the later of the September 23, 2013 or the effective date of the Agreement.
- 1.6 “Electronic Protected Health Information” (or “ePHI”) means PHI that is transmitted or maintained in Electronic Media.
- 1.7 “HITECH” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954, and all associated existing and future implementing regulations, when and as each is effective.
- 1.8 “PHI” means Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received, maintained created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Services.
- 1.9 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.10 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.11 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Sections 4.3 through 4.7, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

- 2.2 implement and use appropriate administrative, physical and technical safeguards and as of the Compliance Date comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA and/or Agreement.
- 2.3 without unreasonable delay, report to Covered Entity: (i) any use or disclosure of PHI not provided for by this BAA and/or Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the notification requirements set forth in the Breach Rule, and shall pay for the reasonable and actual costs associated with those notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification in accordance with 45 C.F.R. 164.410 that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and, in the event the delegation set forth above has been triggered, a copy of the template notification letter to be sent to Individuals.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.7 document, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 provide access, within twenty (20) days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524 including as of the Compliance Date, providing or sending a copy to a designated third party and providing or sending a copy in electronic format.
- 2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI, as requested by Covered Entity, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall identify the records it furnishes to Business Associate it considers to be PHI for purposes of this BAA.
- 3.2 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.3 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this

BAA unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation. In addition, if those limitations or revisions materially increase Business Associate's cost of providing services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

- 3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this BAA, in accordance with the standards and requirements of HIPAA, before and during the transmission of such PHI to Business Associate.
- 3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior furnishing to Business Associate the PHI for use and disclosure in accordance with this BAA.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 De-identify any and all PHI received or created by Business Associate under this BAA, which De-identified information shall not be subject to this BAA and may be used and disclosed on Business Associate's own behalf, all in accordance with the De-identification requirements of the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 identify Research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board or privacy board waiver that meets the requirements of 45 C.F.R. 164.512(i)(1) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such Research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation.
- 4.6 make PHI available for reviews preparatory to Research and obtain and maintain written representations in accord with 45 C.F.R. 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a Research protocol or for similar purposes preparatory to Research, that the PHI is necessary for the Research, and that no PHI will be removed in the course of the review.
- 4.7 use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. 164.514(e).
- 4.8 use and disclose the LDS referenced in Section 4.7 solely for Research or Public Health purposes provided that Business Associate shall: (i) not use or further disclose the information other than as permitted by this Section 4.8 or as otherwise Required by Law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.8; (iii) report to Covered Entity any use or disclosure of the information not provided for by this Section 4.8 of which Business Associate becomes aware; (iv) ensure that any agents to whom Business Associate provides the LDS agree to the same restrictions and conditions that apply to Business Associate with respect to such information; and (v) not identify the information or contact the Individuals.

5. TERMINATION

- 5.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this BAA then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may terminate the Agreement and/or this BAA.
- 5.2 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing and may retain the PHI subject to this Section 5.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

- 6.1 Construction of Terms. The terms of this BAA shall be superseded by the terms of this BAA to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's and Business Associate's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the contradictory term and the terms of this BAA. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.



Committee: Common Council

Introduced By: J. Foley, Human Resources Administrator

Date Introduced: June 16, 2020

RELATING TO:

Decision and decision to approve agreement for the Section 105 Health Reimbursement Account (HRA) between the City and United Healthcare Services, Inc. for 1/1/2020 through 12/31/2020.

SUMMARY:

The City is funding a major portion of the health insurance deductible through a Section 105 Plan, which is now being administered by United Healthcare Services, Inc. The City changed the health, dental and vision plans from Humana to United Healthcare (UHC) effective January 1, 2020. With this change, UHC offered an HRA with no administration fee. Prior to this change, the HRA was administered through Diversified Benefit Services, Inc. with an annual fee of approximately \$14,000.

Recommendation:

Approve agreement for the Section 105 Health Reimbursement Account between the City and United Healthcare Services, Inc. for 1/1/2020 through 12/31/2020.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER X

WISCONSIN BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement (“Agreement”) by and among United HealthCare Services, Inc., and its subsidiaries and affiliates (collectively “UHS”), the designated service provider(s) (individually and collectively, “Service Provider”) indicated on the attached Exhibit 1 to this Agreement (“Exhibit 1”), the City of Greenfield (“Customer”), sets forth the terms and conditions under which UHS will assist in the billing and collection of Service Fees from the Customer, and the processing and remittance of the Service Fees to Service Provider. This Agreement is effective as of January 1, 2020 (the “Effective Date”).

RECITALS

Customer has purchased certain medical insurance products (“Medical Benefit Plan(s)”) from a company controlled by or under common control with UHS including, without limitation, UnitedHealthcare Insurance Company (each, an “Affiliate”).

Customer and Service Provider represent that they have entered into one or more valid agreements under which Service Provider agrees to provide services to assist Customer with its benefit plan (individually and collectively, “Service Agreement”) in return for agreed upon compensation to be paid by Customer (“Service Fee”).

Customer and Service Provider acknowledge that UHS is not a party to the Service Agreement.

Customer and Service Provider have requested that UHS bill Customer for the monthly Service Fee on the Service Provider's behalf, and incorporate the Service Fee bill into the Medical Benefit Plan(s) bill for the Customer’s administrative ease.

Customer, Service Provider, and UHS acknowledge and agree that the Service Fee is not part of the premium charged for any Medical Benefit Plan offered by an Affiliate and is not a required contingency of obtaining the coverage purchased by the Customer.

UHS agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1: Rights and Responsibilities.

A. Responsibility of UHS:

1. UHS agrees to bill Customer for the Service Fee identified in Exhibit 1 on a monthly basis and incorporate this billing with the premium bill for the Medical Benefit Plan(s) purchased by the Customer during the Term.
2. UHS agrees to forward or transmit any collected Service Fee to the appropriate Service Provider (as outlined in Exhibit 1) within sixty (60) days of receipt of the Service Fee from Customer.

B. Responsibilities of Customer:

1. Customer agrees to pay the Service Fee at the same time as payment is made for the premium for the Medical Benefit Plan(s) included on the same invoice.
2. Customer agrees to notify UHS immediately of the termination of any one or more Service Agreements.
3. Customer shall take all steps necessary to recover from Service Provider any overpayment of the Service Fee which is due to Customer’s error.
4. Customer agrees that it is responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.

C. Responsibilities of Service Provider:

1. Service Provider agrees to notify UHS immediately of any change in the contractual relationship between it and the Customer that would impact the Service Fee payment.
2. Service Provider agrees to return to UHS any Service Fee overpayments that occur as a result of a processing error by UHS within thirty (30) days of UHS’s request for such repayment.
3. Service Provider agrees that UHS is not responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.
4. Service Provider acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the Term.

Section 2: Payments and Adjustments.

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. In order to account for differences which may result from time to time between the amount billed and the amount paid due to changes in membership and other similar situations, if the amount Customer pays to UHS for both Service Fee and premium related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by UHS, the amount forwarded to the Service Provider will vary in direct proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Service Fee, including a percent of premium, a set amount per enrolled employee, per month, or a set dollar amount per month. Notwithstanding the foregoing, failure to pay the Service Fee (or failure to pay the entire amount due for Service Fee) will never impact continuity of coverage under the Medical Benefit Plan(s) issued by an Affiliate or result in the termination of a Medical Benefit Plan.
- C. UHS may recover overpayments from Service Provider by offsetting the overpayment against any other compensation due to Service Provider by UHS.
- D. Service Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action.
- E. The Service Fee amount may be modified on a prospective basis only. UHS must be informed of the change in writing, including the date that the change will be implemented (which must be at least thirty (30) days from the date of such notice to UHS). UHS will notify Customer and Service Provider in writing that it will implement the change on the date requested; provided, however, that UHS has the right to designate a date subsequent to the date requested if, in its reasonable judgment, UHS believes that such a delay is necessary.

Section 3: Amendments.

- A. UHS may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Service Fee, at any time by notifying Customer and Service Provider of the change in writing at least thirty (30) days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Service Fee subject to the requirements contained in Section 2(E) above.
- C. All other amendments to the provisions of this Agreement, not addressed by 3(A) or 3(B) above, must be set forth in writing and signed by an authorized representative of each party to this Agreement.

Section 4: Term and Termination.

This Agreement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the “Term”).

- A. Customer may terminate the Agreement at any time, for any reason (or no reason), by providing written notice of such termination; provided, however, that if the termination does not specify an effective date at least thirty (30) days in the future, Customer acknowledges and agrees that such termination will be effective up to thirty (30) days following UHS’s receipt of such notice. Unless otherwise specifically so stated, notice that the Customer has elected to work with a different Service Provider shall be considered to be effective notice of the termination of this Agreement.
- B. UHS and Service Provider may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination at least sixty (60) or more days before the effective date of the termination.
- C. UHS may terminate this Agreement immediately, upon written notice to Customer and Service Provider, if UHS is made aware that responsibilities and duties called for herein are no longer legally permissible.
- D. This Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of the cancellation or termination of the last of the Medical Benefit Plan(s) purchased by Customer from an Affiliate then in existence.
- E. In addition, this Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of a subsequently executed Billing and Collection Agreement by and between UHS, Customer and any Service Provider (whether the same Service Provider named in Exhibit 1 or not).
- F. Notwithstanding the foregoing, the provisions of this Agreement which, by their nature, are intended to survive beyond the termination of this Agreement shall survive such termination, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Service Provider Acknowledgments and Approvals.

- A. Customer understands that UHS may compensate Service Provider for the sale, service and retention of Medical Benefit Plan(s) and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by UHS to Service Provider, unless Customer specifically designates, in the format provided by UHS, that the Medical Benefit Plan(s) purchased by Customer not be taken into account for such purposes. Potential eligibility for such bonus and/or override programs is determined by UHS based on a number of factors including, but not limited to, potentially applicable state-specific regulatory requirements (provided, however, that UHC makes no representations regarding the potential applicability of any particular state legal or regulatory requirement). Customer

understands and acknowledges that further information regarding UHS's compensation of Service Provider, including the actual amounts paid to Service Provider in any given measurement period, is available upon request. Customer further understands that it is not obligated to have its Medical Benefit Plan(s) included in UHS's calculation of such bonus and/or override programs. Customer may notify UHS at any point prior to the Effective Date that it does not wish to have its Medical Benefit Plan(s) included for purposes of such bonus/override computations. Further, Customer acknowledges and agrees that it understands that it can change its decision on inclusion for bonus/override computations at any time by providing written notice of such change to UHS.

- B.** By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by UHS, as described in 5(A) above, does not create a conflict of interest or, to the extent of any apparent conflict, it is understood and hereby waived by Customer. Notwithstanding the foregoing, the provisions of this Section 5(B) do not in any way modify or affect any rights or obligations that the Customer and the Service Provider have with relation to each other independent of this Agreement.
- C.** Customer and Service Provider acknowledge and agree that the Service Fee may be deposited by UHS in an account with other funds collected by UHS in the normal course of business. All available funds may be invested in short-term instruments shortly after deposit into this account (typically once per day) which can earn interest income at market rates. By way of example only, the applicable second quarter, 2013 market interest rates were 0.23% in April, 0.22% in May, and 0.20% in June, which is fairly standard for market rates. With relation to utilization for such short-term investments, Service Fees are generally treated like all other funds collected by UHS in the normal course of business so long as in UHS's possession. Service Fees are in UHS's possession for a period of approximately thirty (30) to sixty (60) days under normal circumstances prior to being forwarded to the Service Provider as discussed elsewhere in this Agreement. The payer of any interest received by UHS on Service Fees as the result of such short-term investment activity will be the sponsor of the relevant investment vehicle. UHS retains interest earned on the Service Fees while in its possession to defray the administrative costs associated with, and as consideration for UHS's services under this Agreement.
- D.** Service Provider acknowledges that UHS has no obligations to Service Provider to collect amounts owed to it by the Customer other than those expressly set forth in this Agreement.
- E.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, negotiations, understandings and representations (whether written or oral) in existence between the parties as of the Effective Date and relating to the same subject matter.
- F.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES FOUND ON FOLLOWING PAGE]

Signatures: Through the signature of their respective authorized representatives, the parties hereby agree to the terms and conditions of this Agreement.

For CUSTOMER: City of Greenfield

_____ Signature – Authorized Representative of Customer	
Michael J. Neitzke	
_____ Printed Name	
Mayor	_____ Title
April 23, 2020	_____ Date

For SERVICE PROVIDER: USI Insurance Services

_____ Signature – Service Provider	
Wade Johnson	
_____ Printed Name	
13-3771734	_____ Producer ID
April 23, 2020	_____ Date

For UHS:

_____ Signature – Authorized Representative of UHS	
_____ Printed Name	
_____ Title	
_____ Date	

For SERVICE PROVIDER (if more than one):

_____ Signature – Service Provider	
_____ Printed Name	
_____ Producer ID	
_____ Date	

WISCONSIN BILLING AND COLLECTION AGREEMENT – EXHIBIT 1

This Section To Be Completed By Customer

Customer Name: _____ City of Greenfield _____]

Service Agreement Effective Date: [_____ January 1, 2020 _____]

Designation of Service Provider(s): Note: If more than two Service Providers are designated, please complete two versions of Exhibit 1 and provide relevant information for additional Service Providers on such additional Exhibits.**Designated Service Provider****(Person or firm that will receive Service Fee):**[☐ USI Insurance Services _____]**Service Provider Representative Responsible for Customer's Account:**[☐ Wade Johnson _____]**Service Provider Address:**

[8000 Norman Center Drive, Bloomington, MN 55434 _____]

Designated Service Provider**(Person or firm that will receive Service Fee):**

[_____]

Service Provider Representative Responsible for Customer's Account:

[_____]

Service Provider Address:

[_____]

PLEASE NOTE THAT THE INFORMATION CONTAINED IN THE BOX ABOVE MAY BE CHANGED PERIODICALLY BY UHS AS DIRECTED. ANY OTHER ALTERATIONS TO THE TOP HALF OF THIS FORM MUST BE INITIALED BY THE CUSTOMER TO DOCUMENT CONSENT TO THE CHANGE.Please check only one of the following Service Fee payment methods and indicate the **TOTAL** rate to be paid.[x] **Percentage of Medical Premium** [1.60] %

(Please be advised that, unlike commissions, the Service Fee is not a component of premium.)

[☐ **Per Employee Per Month (PEPM)** \$ [_____] .00IF MORE THAN ONE SERVICE PROVIDER IS LISTED ABOVE, PLEASE INDICATE **WITH SPECIFICITY** HOW THE TOTAL FEE SHOULD BE DIVIDED BETWEEN THE SERVICE PROVIDERS: [_____][☐ Check here if the Designated Service Provider and Service Provider Representative named above are to be designated as the Agent of Record and Writing Agent, respectively, of all of the Customer's non-medical lines of coverage. Checking this box will replace the existing Agent of Record and Writing Agent for those lines of coverage. If more than one Service Provider is designated above, please indicate with specificity which, if any, non-medical lines of coverage should have changes to the currently designated Agent of Record:

[_____]

Signature (Authorized Representative of Customer): _____

Name (Printed) [Michael J. Neitzke] Title [Mayor] Phone [414-329-5208]



Committee: Common Council

Introduced By: J. Foley, Human Resources Administrator

Date Introduced: June 16, 2020

RELATING TO:

Decision and decision to approve agreement between United Healthcare Services, Inc., USI Insurance Services and the City for billing and collection fees for insurance brokerage services.

SUMMARY:

This is an agreement for the insurance brokerage services. The agreement was previously signed with our designated USI agent's name on it. With the change to UHC, UHC does not have our agent appointed yet for commission payment purposes and the appointment process could take several months. The partner agent's name who is already appointed with UHC will be used in the interim.

Recommendation:

Approve agreement between United Healthcare Services, Inc., USI Insurance Services and the City for billing and collection fees for insurance brokerage services.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER X

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ____

A RESOLUTION RATIFYING MAYORAL
COVID-19 EMERGENCY PROCLAMATION NUMBER 7

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 17, 2020, the City of Greenfield declared a local state of emergency; and

WHEREAS, that state of emergency was set to expire on May 16, 2020; and

WHEREAS, the COVID-19 pandemic has created extreme economic hardship for many individuals and businesses in the City of Greenfield and across the United States, including approximately 10 to 12 percent of the American workforce on unemployment insurance during the latter half of April, as reported by the United States Department of Labor; and

WHEREAS, those eligible for unemployment insurance receive only a fraction of their normal income and many workers may not be eligible for unemployment benefits; and

WHEREAS, Wis. Stat. §§ 74.11, 74.12, and 74.87, among other things, require and specify rules regarding interest and penalties relating to delinquent real property tax installment payments; and

WHEREAS, the Wisconsin Legislature passed, and Governor Evers signed into law as a relief effort for COVID-19, 2019 Wisconsin Act 185 (“Act 185”), which among other things, in Section 105(25), enables county boards to, by resolution, allow the municipalities within their boundaries to temporarily waive interest and penalty fees from delinquent real property tax installment payments in spite of Wis. Stat. §§ 74.11, 74.12, and 74.87, for installment payments on real property taxes due after April 1, 2020 and will last until October 1, 2020; after which interest will accrue on any delinquent payments; and

WHEREAS, pursuant to Act 185, subsequent to County approval of a resolution invoking Section 105(25) of the Act, a City must individually pass a resolution invoking the act for the waiver of real property tax interest and penalties to take effect; and

WHEREAS, on May 28, 2020, the Milwaukee County Board adopted Resolution 20-398 which authorizes municipalities to waive penalty and interest on property tax payments due and payable after April 1, 2020; and

WHEREAS, this is a trying time for Greenfield residents and much of the world and the City is doing its part to provide relief its citizens; and

WHEREAS, on June 8, 2020, Mayor Neitzke issued Emergency Proclamation No. 7 implementing the provisions of Act 185 and Milwaukee County Resolution No. 20-398 to waive the penalty and interest on property tax payments due and payable on or after April 1, 2020.

WHEREAS, pursuant to Wis. Stat. § 323.14(4)(b), this Proclamation is subject to ratification, alteration, modification or repeal by the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield that COVID-19 Emergency Proclamation No. 7 Waiving Interest and Penalties on Delinquent Real Property Tax Installment Payments Pursuant to 2019 Wisconsin Act 185 to Provide Relief to Greenfield Property Owners During the COVID-19 Pandemic is hereby ratified in its entirety.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 16th day of June, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

EMERGENCY PROCLAMATION NO. 7

A PROCLAMATION WAIVING INTEREST AND PENALTIES ON DELINQUENT
REAL PROPERTY TAX INSTALLMENT PAYMENTS PURSUANT TO
2019 WISCONSIN ACT 185 TO PROVIDE RELIEF TO GREENFIELD
PROPERTY OWNERS DURING THE COVID-19 PANDEMIC

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December, 2019, and has subsequently spread throughout numerous countries and the United States including Wisconsin; and

WHEREAS, the World Health Organization declared a Public Health Emergency of International Concern, and the United States Department of Health and Human Services declared a Public Health Emergency; and

WHEREAS, on March 17, 2020, the Common Council of the City of Greenfield declared the existence of a public health emergency based upon the existence of COVID-19, a novel strain of the coronavirus; and

WHEREAS, the COVID-19 pandemic has created extreme economic hardship for many individuals and businesses in the City of Greenfield and across the United States, including approximately 10 to 12 percent of the American workforce on unemployment insurance during the latter half of April, as reported by the United States Department of Labor; and

WHEREAS, those eligible for unemployment insurance receive only a fraction of their normal income and many workers may not be eligible for unemployment benefits; and

WHEREAS, Wis. Stat. §§ 74.11, 74.12, and 74.87, among other things, require and specify rules regarding interest and penalties relating to delinquent real property tax installment payments; and

WHEREAS, the Wisconsin Legislature passed, and Governor Evers signed into law as a relief effort for COVID-19, 2019 Wisconsin Act 185 (“Act 185”), which among other things, in Section 105(25), enables county boards to, by resolution, allow the municipalities within their boundaries to temporarily waive interest and penalty fees from delinquent real property tax installment payments in spite of Wis. Stat. §§ 74.11, 74.12, and 74.87, for installment payments on real property taxes due after April 1, 2020 and will last until October 1, 2020; after which interest will accrue on any delinquent payments; and

WHEREAS, pursuant to Act 185, subsequent to County approval of a resolution invoking Section 105(25) of the Act, a City must individually pass a resolution invoking the act for the waiver of real property tax interest and penalties to take effect; and

WHEREAS, on May 28, 2020, the Milwaukee County Board adopted Resolution 20-398 which authorizes municipalities to waive penalty and interest on property tax payments due and payable after April 1, 2020; and

WHEREAS, this is a trying time for Greenfield residents and much of the world and the City is doing its part to provide relief its citizens; and

WHEREAS, Wis. Stat. § 323.14(4)(b) authorizes the mayor, as chief executive officer of the City, to exercise by proclamation all of the powers conferred upon the governing body that appear necessary and expedient for the health, safety, protection, and welfare of persons and property within the City;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Michael J. Neitzke, Mayor of the City of Greenfield, Wisconsin, on behalf of all of the Citizens of Greenfield and the staff of City government, hereby declare, as follows:

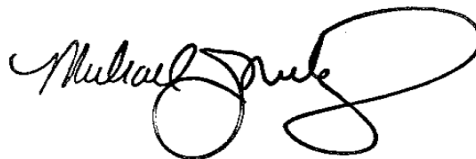
1. Because of the COVID-19 pandemic, the various federal laws and regulations implemented as a result of the COVID-19 pandemic, the various emergency orders and regulations implemented by state and local governments, and Act 185, I find that all property tax payers are experiencing hardship as that term is used in Section 105(25) of Act 185.

2. Pursuant to Act 185 and Milwaukee County Resolution 20-398, the City of Greenfield shall waive the penalty and interest for all taxpayers in the City of Greenfield for all property tax installment payments due and payable on or after April 1, 2020. Notwithstanding the foregoing, nothing herein waives interest and penalties for property taxes payable in 2020 for an installment payment that was due and payable prior to April 1, 2020, except as otherwise permitted under applicable law.

3. Upon ratification of this Proclamation by the Common Council, the City Finance Director is authorized to refund the amount of any penalty and interest paid between April 1, 2020 and the date of the Proclamation for any property tax payment eligible for a waiver hereunder.

4. The Finance Director is authorized and directed to upgrade the LandNav software as required under Milwaukee County Resolution No. 20-398 so that this Proclamation can be implemented.

Dated this 8th day of June, 2020.

A handwritten signature in black ink, appearing to read "Michael J. Neitzke", written over a horizontal line.

Michael J. Neitzke, Mayor

FIHR 6/10 was cancelled & moved to CC 6/16/20

PACKETS FOR WEDNESDAY, 06 / 10 / 2020 FINANCE MEETING
(MEETING CANCELLED) NOW DIRECT TO COMMON COUNCIL

AP DISBURSEMENT SCHEDULES:

AP CHECKS	5/15/2020	\$	178,224.20
AP CHECKS	5/22/2020	\$	956,436.72
AP CHECKS	5/29/2020	\$	55,416.16
AP CHECKS	6/5/2020		96,458.86

WIRE TRANSFERS - MAY 2020		\$	8,691,489.83
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P-CARDS/MAY 2020 STATEMENT	5/23/2020	\$	329,345.32
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TOTAL \$ 10,307,371.09

CC: PAULA

CC; FINANCE FOLDER

MAY 2020
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$1,531,251.67	12/31/2001	variable		\$195.08	21901270
Money Mkt/BMO Harris Bank	\$511,243.70	6/28/2011	variable		\$42.04	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,591,931.95	12/9/2014	variable			
Associated Bank Investments	\$6,479,912.47	12/10/2014	variable			
Totals	\$15,114,339.79				\$237.12	

LOCAL GOVERNMENT INVESTMENT POOL

May 2020 Statement

April Ending Balance	\$	28,224,260.78
2 Deposit (s) in May		102,013.57
2 Withdrawal(s) in May		3,750,000.00
May Interest Earnings @ 0.20%		4,372.56
TOTAL	\$	24,580,646.91

06/11/2020 08:30 AM
 User: Paula_S
 DB: Greenfield

BUDGET REPORT FOR GREENFIELD
 Fund: 010 GENERAL
 Calculations as of 04/30/2020

Page: 1/1

ACCOUNT CLASSIFICATION AND FUNCTION	DESCRIPTION	2020 AMENDED BUDGET	2020 ACTIVITY THRU 04/30/20	REMAINING BALANCE
ESTIMATED REVENUES				
TAXES	TAXES	18,144,790	18,148,789	(3,999.00)
INTGOV	INTERGOVERNMENTAL	3,378,240	541,185	2,837,055.00
L&P	LICENSES AND PERMITS	1,353,665	370,615	983,050.00
FINES	FINES-FORFEITS-PENALTIES	733,000	245,832	487,168.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,506,500	534,992	971,508.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,271,573	190,229	1,081,344.00
MISC REV	MISCELLANEOUS REVENUE	353,969	73,309	280,660.00
OTH FIN	OTHER FINANCING SOURCES	1,856,844		1,856,844.00
TOTAL ESTIMATED REVENUES		28,598,581	20,104,951	8,493,630.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,970,783	1,346,694	2,624,089.00
PS	PUBLIC SAFETY	18,721,669	6,064,873	12,656,796.00
PW	PUBLIC WORKS	3,819,562	1,452,901	2,366,661.00
HHS	HEALTH AND HUMAN SERVICES	795,359	232,005	563,354.00
CRE	CULTURE, REC AND EDUCATION	1,080,161	285,927	794,234.00
PD	PLANNING AND DEVELOPMENT	196,047	57,111	138,936.00
OTHER	OTHER FINANCING SOURCES (USES)	15,000		15,000.00
TOTAL APPROPRIATIONS		28,598,581	9,439,511	19,159,070.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			10,665,440	10,665,440.00
BEGINNING FUND BALANCE		9,899,465	9,899,465	
ENDING FUND BALANCE		9,899,465	20,564,905	

May 13, 2020

Carol Edmonds
Greenfield Municipal Court
5300 W Layton Ave
Greenfield, WI 53220

Re: City of Greenfield Municipal Court Case Management Software

Dear Ms. Edmonds:

Thank you for your interest in acquiring our TiPSS software products. TiPSS is the leader in Municipal Court Citation Processing software, serving the majority of the Municipal Courts in Wisconsin. Our *TiPSSCourts* municipal court software provide an easy-to-use and comprehensive solution for addressing the unique needs of Wisconsin's Municipal Courts. Our *TiPSSParking* Ticket Management software is used by small and large agencies increasing efficiencies and collections. Please refer to the attached proposal section for summary product description and pricing.

In addition to the costs identified in the attached proposal(s), you will need to contact your hardware/network provider to secure an estimate for updating your hardware to meet the minimum system requirements (see Notes and Terms of Agreement for more information). Please be advised that new installations are scheduled on a first-come-first-served basis. Upon receiving the signed proposal, we will contact you to prepare a schedule and provide the City of Greenfield Municipal Court with an Implementation Calendar. The project start date is dependent on, the then current, TiPSS implementation schedule.

TiPSS is very much a customer-based company. We value our customers and strive to provide the best service and support in the business. We encourage you to contact any of our customers to discuss the software or our services. If you decide to accept the proposal, please indicate which items you are accepting, sign and date the signature page, and return a copy to us via mail at the address above or via fax to 608/244-1504. If we can answer any questions or provide any clarifications, do not hesitate to call us at 608/244-1500.

Sincerely,



Xong Yang
Titan Public Safety Solutions, LLC



INTRODUCTION

TiPSS specializes in the development of public safety software for Wisconsin communities. We are the number one provider of Municipal Court software in Wisconsin and are proud to be the provider of choice for many of the largest single-jurisdiction courts as well as the largest multiple-jurisdiction combined courts in the State. As a Wisconsin based software provider, State specific reports and interfaces are fully integrated, without further customization. Annual updates are provided to conform to State statute changes and customer requests.

TERMS AND DEFINITIONS

Throughout this document, these expressions have the following meaning:

Term	Definition
Legacy System	Current software being replaced.
Data Pull	Legacy System data submitted by the City to TiPSS in the format found in Appendix A.
Go-Live	The date the TiPSS program and purchased interfaces are fully installed and the Municipal Court is using the software.

ASSUMPTIONS

The following assumptions were applied to the Proposal:

- All tasks (i.e. authorization, access, updates, installation) related to Wisconsin State departments (i.e. TraCS, DOR, DOT, TVRP) are the responsibility of the City of Greenfield.
- All tasks (i.e. contract, merchant ID application) related to Point & Pay are the responsibility of the City of Greenfield.
- Network/hardware
 - The City of Greenfield will have all necessary hardware, network infrastructure (printers, computers, etc.), and software (MSSQL, MS Word, etc.) installed and operational prior to any work by TiPSS. Hardware and network infrastructure are not provided by TiPSS.
- Payments
 - All cash/check payments will be receipted by the City of Greenfield.
 - All online payments will be receipted in Point & Pay and processed by the City of Greenfield Municipal Court.

TiPSSParking/TVRP Interface

TiPSSParking/TVRP Interface is a 2-way file-based interface between *TiPSSParking* and the Online Wisconsin Traffic Violation and Registration Program (TVRP). It scans *TiPSSParking* for vehicles eligible for suspension and automatically creates a file for TVRP. It also updates Tickets with the TVRP Case #. *TiPSSParking/TVRP Interface* saves time: no printing, mailing, and storing forms; and saves money: TVRP charges \$5.00 for each paper suspension but only \$3.00 for electronic suspensions.

TiPSSParking/Tax Intercept Interface

TiPSSParking/Tax Intercept Interface is a fully automated Interface with the Department of Revenue (DOR). The interface scans *TiPSSParking* for eligible past-due tickets and electronically sends them to DOR. It monitors certified tickets, electronically updates DOR with changes, and processes the File Maintenance and Posting Notification files. This interface has been a revenue generator for our *TiPSSCourts* customers, bringing in over \$2 million in 2012. This interface will most likely pay for itself in the first year.

TiPSSParking Interface from Other Records

TiPSSParking Interface from Other Records is an automated interface between *TiPSSParking* and other records programs. This interface automatically passes ticket to *TiPSSParking* thereby eliminating duplicate data entry. The customer needs to contact the RMS vendor for pricing of their side of the interface.

TiPSSCashRegister

TiPSSCashRegister is a fully functioning cash handling solution that provides for centralized cash receipting of fines and fees collected by the Police Department and/or Municipal Court. It integrates with *TiPSSCourts* and *TiPSSParking* to query the amount due and receipt full and/or partial payments. Our custom point of sale software validates the back of the check and/or citation, endorse the check, prints the receipt, opens the cash drawer, and reconciles the cash drawer and deposits the cash. The *TiPSSCashRegister* is designed for use with a regular monitor or optimally with a touch screen monitor.

TiPSSWebServices

TiPSSWebPayment (a component of *TiPSSWebServices*) is an interface between TiPSS products and Point & Pay payment processing service. The online payment service is designed to query for unpaid Citations and Tickets, process payments electronically, and return payment and demographic information to *TiPSSCourts* and *TiPSSParking*. It is intended to fully integrate *TiPSSCourts* and/or *TiPSSParking* products with credit card, debit, and eCheck payment processing. Full integration provides batch processing of online transactions.

CUSTOM PROGRAMMING

Custom programming modifications are not proposed.

DATA CONVERSION

A data conversion is a critical process when migrating to a new software solution. Not only does it mean migrating the Legacy System information to a new database, it also means some data transformation (change from one value to another) is required to make sure the old data is compatible with the new database. The Data Conversion must be completed prior to Go-Live.

Flat File:

Create Queries	City IT creates Legacy System flat file(s) of the citation data extract (citation, violation, defendant) and TiPSS loads the file into <i>TiPSSCourts</i> .
Data Format	Flat-File(s). <i>See Appendix A for file specifications.</i>
Conversion Cleanup	Municipal Court Clerks must manually: • Add data that could not be converted, • Modify data that may have been incorrect in the legacy database.
Financial Accounts Receivables	Legacy database must have an accurate record of how payments were applied and disbursed. The information from the Legacy System can be used by the Municipal Court Clerks to update the converted data after Go-Live.
Data Conversion Stages	The City's flat files will be reviewed for minimal data inconsistencies and cleansing in the Legacy System. Once the flat files are accepted, the data will be converted two (2) times to ensure data accuracy. Each conversion will require a data pull. The stages of conversion are as follows: # 1 First conversion is for review and acceptance by the Court and incorporates modifications and data errors found during the flat file layout review. # 2 Final conversion. The Court is now 'live' with <i>TiPSSCourts</i>.
Schedule	6 to 8 weeks for IT and TiPSS to work on the data extract files before Go-Live.

Extended Conversion:

Create Queries	City IT will create and TiPSS will review the queries required for the conversion.
Data Format	MSSQL database. <i>See Appendix A for query specifications.</i>
Conversion Cleanup	Municipal Court Clerks must manually: • Add data that could not be converted, • Modify data that may have been incorrect in the legacy database.
Financial Accounts Receivables	Legacy database must have an accurate record of how payments were applied and disbursed. This information will be used to compare to the final conversion ensuring the accuracy of the financial data. (Note, the Legacy System might calculate financial data a little differently, financial reports may not match 100%).
Data Conversion Stages	The data will be converted three (3) times to ensure data accuracy. Each conversion will require a data pull. The stages of conversion are as follows: # 1 First conversion identifies data inconsistencies for correction in the legacy system. # 2 Second conversion is for review and acceptance by the Court and incorporates modifications and data errors found and corrected in the first conversion. # 3 Final conversion. The Court is now 'live' with <i>TiPSSCourts</i>.
Schedule	9 to 12 weeks for City and TiPSS to work on the data extract files before Go-Live.

What Can Be Converted

See Appendix A for a complete list of fields.

Citation Data	Names, Citations, Initial Proceeding, and Account Receivables Due (no “Paid” and “Adjusted” Amounts).
Disposition Data	Plea, Finding & Finding Date, Violation Status (if available in Legacy software) & Status Date (if available in Legacy Database).
Additional Proceedings	Pretrial, Trials, etc. (if available in Legacy Database).
Amended Offense	Amended Offense (if available in Legacy Database).
Notes	Notes (If a Payment is included as a Note, the Payment Note will be converted).
Account Receivables	Paid, Adjusted, Balance Amounts.
Events and Actions	All Proceedings, Pay Plans, Warrants, Attorney on Citations, Restitution to Events, and Payments as Events (if not saved as notes in Legacy Database).
DOR Debt Connection	SDC and TRIP debts can only be converted if there is a one to one relationship between the citation and the debt and a matching easily identifiable field in the Legacy Database that can be converted. SDC and TRIP conversions are only available if the City chooses an Extended or Full Conversion.

What Cannot Be Converted

External documents	External Documents or links to external Documents cannot be converted. The City would need to manually associate the documents to the Citation, after the final conversion, if they are required in <i>TiPSSCourts</i>
System tables	System tables such as logs and security cannot be converted.

Parking Ticket Data Conversion Options

No Parking Ticket data conversion is proposed. Parking Tickets need to be manually entered into *TiPSParking* by the City staff.

Annual System Support

The proposal(s) includes the Annual System Support Fee for January 1 through December 31 of the current year. This fee will be prorated and billed at installation if installed after January 1st. A full year's Annual System Support Fee will be billed in December of each succeeding year. The Annual Support Fee increases approximately 3-5% annually. Upon acceptance of the proposal(s) TiPSS will forward a Support Agreement for your review and signature.

Hours of Availability

TiPSS Customer Support Staff are available to answer customer questions and provide assistance during the following days and times:

- 8:00 a.m. to 5:00 p.m., CST, Monday through Friday, later by appointment

Third Party Software

Third party software products, required to generate documents, prepare for conversion, and provide remote support and training, are not included. Contact your hardware/software vendor to purchase and install the following required third party products:

Minimum Software/Hardware Requirements (subject to change)

- **Workstation Requirements (Minimum)**

<i>Windows version</i>	Windows 8®, Windows 10®
<i>Processor speed</i>	1 GHz Processor
<i>Operating System</i>	32 bit or 64 bit processor
<i>Memory</i>	2 GB RAM required/4 GB RAM recommended
<i>Disk space</i>	30 GB hard drive
<i>.NET version</i>	4.0
<i>Other</i>	A CD or DVD drive, as appropriate (required for installation from disc) Touch Screen Monitor (optional for <i>TiPSSCashRegister</i>)

- **Server Recommendations**

Server configurations may vary; minimum requirements are for a dedicated server for the WIJIS interface only. Agencies sharing workloads with other software or operating in a virtual environment should judge CPU size accordingly.

<i>Windows version</i>	Windows 2012® or newer version
<i>Processor speed</i>	Pentium 4, 3.0 Ghz CPU or better
<i>Operating System</i>	32 bit or 64 bit processor
<i>Memory</i>	8 GB RAM
<i>Disk space</i>	80 GB hard drive
<i>.NET version</i>	4.6.1
<i>IIS version</i>	7 or higher (for <i>TiPSSWebServices</i> only)
<i>Other</i>	A reliable backup system

- **Network Requirements if applicable**

- Current Internet Browser
- High Speed Internet Connection
- Static or unchanging public IP address

- **Additional Hardware requirements (optional)**

- Scanner

PRODUCT SIGNATURE PAGE (2020-041)

City of Greenfield Municipal Court

Proposal #: 2020-041

Proposal Summary Sheet

Proposal Date: May 13, 2020

Proposal Expiration: December 31, 2020

Product/Service	License Type	Description	Number of Licenses		Addt. Juris.	License & Service Fees	Annual System Support (2020)	Proposal Totals
			Full-Access	View-Only				
TipSSCourts - TipSSDOT - TipSSTax Intercept - TipSSSDC - TipSSTraCS - TipSSCourts to RMS	Concurrent	License Installation/ Setup (Remote) User Manual (1) Custom Form Letters (3) Offense/Street Convert Training (3 participants)	3	0	0	\$32,350	\$6,825	\$39,175
TipSSParking - TipSSTVRP - TipSSTax Intercept - TipSSRMS	Concurrent	License Installation/ Setup (Remote) User Manual (1) Training (3 participants)	1	0	0	\$8,750	\$2,050	\$10,800
TipSSCashRegister	Workstation	License Installation/ Setup (Remote)	1	0	0	\$5,000	\$1,250	\$6,250
TipSSWebPayment	N/A	License Installation/ Setup (Remote)	1	0	0	\$3,750	\$750	\$4,500
PROPOSAL TOTAL						\$49,850	\$10,875	\$60,725

Acknowledgement by the Customer:

City of Greenfield Municipal Court

Signature: _____

Name: _____

(please print): _____

Title of Signer: _____ Date: _____

*The pricing detail presented above is confidential information between the CUSTOMER and TipSS;
not for public use or disclosure.*

APPENDIX A

The following are specifications for either the flat files or the queries (aka “MS SQL Views”) needed for the Court data conversion.

Data Filter

Careful consideration needs to be made to determine what data will be provided for the conversion. These filters need to be applied to all the files/queries listed below.

Example: only citations from the past 7 years with a balance due, and all citations for the past 2 years.

Please note, only Citations heard by the Municipal Court should be included in the files/queries (i.e. no parking tickets, unless the parking ticket is contested and is therefore heard by the Municipal Court).

Citation

Definition: The Citation record contains everything known about the citation including the Defendant information. These fields are similar to the Wisconsin Badger TraCS system. Additional fields that can be included on the Citation Record are Refusal, Penalty Withdrawal Orders, and previously reported information on Conviction Status and Revocation Suspension forms.

Provide a query/file containing all citations and defendants. Include any tables with relevant codes when appropriate. As much data from the Legacy Software as possible should be included. The query/file should include at minimum the following:

Field Name	Required	Description	Example
Citation Number Key	Yes	Primary key of the Citation Number table	567
Citation Number	Yes	Pre-printed sequentially numbered assigned to the Wisconsin Traffic Citation or non-Traffic Citation number.	X123456-7
Defendant Name Key	Yes	Primary key of Individual's name record	13453
Defendant Last Name or Business Name	Yes	Individual's last name; also used for Business Name	Kennedy
Defendant First Name	Yes	Individual's first name	Ken
Defendant Middle Initial		Individual's middle name	Robert
Defendant Suffix		Individual's name suffix	JR
Defendant Address	Yes	First street address line. Can include house #, street direction and #, street name and apartment or room #	999 Main St
Defendant City		City where the address post office is located	Hartland
Defendant State		Address province or state	WI
Defendant Zip Code		Address zip code	55455
Defendant Birth Date		Individual's date of birth	12/22/1965

Officer Name or Officer ID	Yes	Officer's Name, Badge Number, or key to the Officer who issued the citation	Smith John
Appearance Required		Flag to indicate the court appearance mandatory	T
Court Date	Yes	Initial date the Defendant is expected to appear in court	07/18/2001
Court Time		Initial time the Defendant is expected to appear in court	01:30 PM
Total Amount Due	Yes	Total amount due for the Violation Format ###.##	66.90 or 66.00
Total Amount Paid	Yes	Total amount paid for the Violation Format ###.##	66.90 or 66.00
Juvenile Indicator		Flag to indicate the citation was issued to a juvenile	T
MPH Actual		Speed the vehicle was traveling at the time of the violation	75
MPH Legal		Maximum speed at which a vehicle is legally permitted to operate	55
Construction Zone		Flag to indicate the Individual was operating in a Construction zone at the time of violation	T
Rail Zone		Flag to indicate the Individual was operating in a Railroad zone at the time of violation	F
School Zone		Flag to indicate the Individual was operating in a School zone at the time of violation	F
Utility Zone		Flag to indicate the Individual was operating in a Utility zone at the time of violation	F
Location Of Violation		Address or location where the violation occurred	121 E. Main Street
On Hwy		Type and identifier of the roadway where the violation occurred	I94
On Street Prefix		Numerical number of the roadway where the violation occurred.	1456
On Street Name		Street name of the roadway where the violation occurred	STH 190 W Capitol Dr.
On Estimated Distance		Estimated length between the site where the violation occurred and the nearest intersecting highway or street	100
On Estimated Distance Type		Unit of measure that represents the expanse between the violation location and some other location	FT
Direction		Geographic direction of travel	E
From/At		Indication of whether the location was From or At the next location	F
At Hwy		Type and identifier of the roadway that the Defendant was traveling on at the time of the violation	H151
At Street Prefix		Number of the roadway where the violation occurred	100
At Street Name		Street name of the roadway where the violation occurred	N 47th Street
Minor Passenger in vehicle		Flag to indicate if a minor was in the vehicle when the citation was given	T
Accident Doc Number		Document number of the accident report	5641795
Accident Severity		D20 code representing the severity of damage to property or person	Pd
Citation Served Method		Manner in which the citation was delivered to the Individual	P
Citation Served Date		Date when the citation was given to the Flag to Individual	07/01/2001

License Suspended Duration Type	Type length of time that the court is ordering the sentence to be in effect YR Examples Include: <table border="1"> <thead> <tr> <th>Code</th><th>Description</th></tr> </thead> <tbody> <tr> <td>DAY</td><td>Day(s)</td></tr> <tr> <td>MTH</td><td>Month(s)</td></tr> <tr> <td>YR</td><td>Year(s)</td></tr> </tbody> </table>	Code	Description	DAY	Day(s)	MTH	Month(s)	YR	Year(s)								
Code	Description																
DAY	Day(s)																
MTH	Month(s)																
YR	Year(s)																
Effective Date	Date the suspension is to begin																
Effective Date Method	Code that represents when a case being set up against an offender is to be enforced Examples Include: <table border="1"> <thead> <tr> <th>Code</th><th>Description</th></tr> </thead> <tbody> <tr> <td>APP</td><td>Date of application</td></tr> <tr> <td>CNS</td><td>Consecutive to all other cases</td></tr> <tr> <td>DOT</td><td>DOT will take the withdrawal action and set the effective date.</td></tr> <tr> <td>CNC</td><td>Concurrent</td></tr> <tr> <td>NOT</td><td>Date of Notification by DMV</td></tr> <tr> <td>EFF</td><td>Specific Effective date</td></tr> <tr> <td>CAA</td><td>Consecutive After Application</td></tr> </tbody> </table>	Code	Description	APP	Date of application	CNS	Consecutive to all other cases	DOT	DOT will take the withdrawal action and set the effective date.	CNC	Concurrent	NOT	Date of Notification by DMV	EFF	Specific Effective date	CAA	Consecutive After Application
Code	Description																
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CNC	Concurrent																
NOT	Date of Notification by DMV																
EFF	Specific Effective date																
CAA	Consecutive After Application																

Proceedings

Definition: A Proceeding is a court date (aka hearing date).

Provide a query/file containing all proceedings or hearings for the citation. Include any tables with relevant codes when appropriate. As much data from the Legacy System as possible should be included. The query/file should include at minimum the following:

Field Name	Description	Example
Citation Number	Citation Number (or Primary Citation Primary Key)	X123456-7
Court hearing type	Type of hearing (i.e. Initial, Pretrial, etc)	INIT
Court date	Date of the hearing	09/01/2001
Court time	Time of the hearing	09:30 AM

Payment Method	Method used to make the payment (i.e. Cash, Credit, Check)	CASH
Received by	Clerk's ID who took the payment	ME

Accounts Receivables

Definition: An Accounts Receivable is how the Citation Amount Due has been distributed into the fines and fees (e.g. \$33.00 to Court Costs Municipal, \$5.00 to Court Costs State, etc.)

Provide a query/file containing all accounts receivables for the citation. Include any tables with relevant codes when appropriate. As much data from the Legacy System as possible should be included. The query/file should include at minimum the following:

Field Name	Description	Example(s)
Citation Number	Citation Number (or Primary Citation Primary Key)	X123456-7
Fee Type	Type of fee code Examples include: - Court Cost Municipal - Court Cost State - Jail Assessment Fee - Restitution - Drug Fee - Penalty Assessment Fee - Warrant Fees - Witness Fees - Collection Fees	CCM
Amount Due	Amount due for this fee	33.00
Amount Paid	Amount paid for this fee	0.00
Amount Adjusted	Amount adjusted if any	0.00

Warrants/Commitments

Definition: A Warrant is an authorization for the Police Department to arrest the defendant.

Provide a query/file containing all warrants or commitments for the citation. Include any tables with relevant codes when appropriate. As much data from the Legacy System as possible should be included. The query/file should include at minimum the following:

Field Name	Description	Example
Citation Number	Citation Number (or Primary Citation Primary Key)	X123456-7
Warrant Type	Type of warrant	Commitment
Date	Date of the warrant	09/01/2001
Note	Event or note text	

Additional Tables (optional)

Queries/files for the following can be converted if provided.

Defendant

- Notes or comments about the Defendant

Field Name	Description	Example
Citation Number	Citation Number (or Primary Citation Primary Key)	X123456-7
Defendant Name Key	The primary key of Individual's name record	13453
Date	Date of the note	08/01/2001
Note	Note or comment	Defendant moved out of WI.

- Address history

Field Name	Description	Example
Defendant Name Key	The primary key of Individual's name record	13453
Date	Date of the address entry	08/01/2001
Defendant Address	First street address line. Can include house #, street direction and #, street name and apartment or room #	1 South St
Defendant City	City where the address post office is located	Madison
Defendant State	Address province or state	WI
Defendant Zip Code	Address zip code	53718

- Phone number or contact information history

Field Name	Description	Example
Defendant Name Key	The primary key of Individual's name record	13453
Date	Date of the contact history	08/01/2001
Phone Number	Individual's primary phone number	5551112222
Phone Number Type	Individual's primary phone number type	Mobile



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: June 15, 2020

RELATING TO:

Discussion/decision regarding agreement with Milwaukee County for our continued participation in the Community Development Block Grant Program (CDBG).

This three year agreement allows for continued participation in the Community Development Block Grant Program for the City of Greenfield.

The Department of Housing and Urban Development requires a 3-year agreement. Under 24CFR 570.307 and Urban County can qualify as an entitlement for the Community Development Block Grant Awards by having communities not large enough to be entitlement cities (population less than 50,000) enter into cooperation agreements with the County as the lead agency. The purpose of these funds is to serve low- to moderate-income persons and households, therefore distribution logically should be based on that population.

Thank you,
Scott Jaquish, Director
City of Greenfield Department of Parks and Recreation

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER x



DEPARTMENT OF HEALTH & HUMAN SERVICES
HOUSING DIVISION

Shakita LaGrant-McClain ♦ Interim Director, Department of Health & Human Services
James Mathy ♦ Executive Director, Housing Division

VIA EMAIL:

June 4, 2020

Mayor Michael Neitzke
City of Greenfield
7325 West Forest Home Avenue
Greenfield, WI 53220

Dear Mayor Neitzke,

It is time again to renew the Cooperation agreement between Milwaukee County and each of the participating municipalities. The last agreement signed covered years 2018, 2019, and 2020. Obtaining the Urban County designation through this agreement brings approximately \$1,400,000 in CDBG funds and \$1,200,000 in HOME funds to the County annually. The Department of Housing and Urban Development requires a 3-year agreement. The purpose of these funds is to serve low- to moderate-income persons and households, therefore distribution logically should be based on that population.

Please complete the approval of the attached Cooperative Agreement no later than July 17, 2020.

Please go through your required process to get two copies of the enclosed agreement signed by your municipality. Return two signed copies of the agreement and one certified copy of your resolution to:

Milwaukee County CDBG
Attention: Victoria Toliver
600 West Walnut Street, Suite 100
Milwaukee, WI 53212

If you have specific program questions, please contact Victoria L. Toliver at 278-2948 or victoria.toliver@milwaukeecountywi.gov. If your legal counsel has legal questions, please direct them to Attorney Kuglitsch at 278-4289 or paul.kuglitsch@milwaukeecountywi.gov. We look forward to a continued partnership.

Sincerely,

Victoria L. Toliver
Housing Program Manager
Department of Health and Human Services

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2020, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2021, 2022, and 2023 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. Consideration: The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2021, 2022, and 2023 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the _____ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively

further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
 - vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

- i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20____, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on _____, 20____, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MUNICIPALITY

Name: _____
Title: _____

Name: _____
Title: _____

MILWAUKEE COUNTY

Director Department of Health and Human Services

Approved:

Approved:

By: _____ Date: _____ By: _____ Date: _____
County Executive Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

**THE URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
IN MILWAUKEE COUNTY**

Introduction

The Community Development Block Grant Program was established under Title I of the Housing and Community Development Act of 1974. This Act restructured the federal government's involvement in local community development activities by consolidating a number of separate programs and returning much of the control over the use of federal community development funds to the local level of government.

Under the Block Grant Program, federal funds are allocated to local communities according to a formula designed to direct funding to urban areas most in need of assistance. Local units of government have the flexibility to use Block Grant funds to design programs and implement activities appropriate to meeting local national urban objectives. The U.S. Department of Housing and Urban Development (HUD) is the federal agency responsible for allocating funds and monitoring compliance with national policies and objectives.

The major portion of Block Grant funding goes to cities with populations greater than 50,000 and to urban counties. These units of government are entitled to receive Block Grant funds according to formula and are therefore called "entitlement jurisdictions". Smaller counties, cities, villages, and townships must compete for funding and are awarded Block Grants based on the merit of their applications. The term "urban county" refers to counties located within metropolitan areas and having populations of at least 200,000, excluding cities of 50,000 or more.

The Act designated urban counties as units of government entitled to receive Block Grant funds because it was recognized that the area outside of the central cities are becoming increasingly urbanized and that county governments can play a significant role in addressing the issues of growth management, urban planning, housing, and economic and community development. It was realized that the problems of center cities would become the problems of older suburbs unless a program was structured so as to encourage a metropolitan-wide approach to community development.

Participating Municipalities

Milwaukee County was designated an urban county in December of 1977. In order to be designated an urban county, the County was required to enter into cooperation agreements with enough jurisdictions to achieve a combined population of 200,000. Fourteen suburban municipalities signed cooperation agreements and participated in the program in 1978. In 1979, a fifteenth municipality was added, and in 1982, a sixteenth was added. The cooperation agreements must be entered into every three years. The current participating municipalities are:

Bayside	Hales Corners
Brown Deer	Oak Creek
Cudahy	River Hills
Fox Point	St. Francis
Franklin	Shorewood
Glendale	South Milwaukee
Greendale	West Milwaukee
Greenfield	Whitefish Bay

The cities of Milwaukee, Wauwatosa and West Allis each contain populations greater than 50,000 and are entitled to receive their own Block Grants.

Funding

Milwaukee County received its first Urban County Community Development Block Grant on June 15, 1978. It now receives over \$2 million each year to conduct community development and housing activities. It is the County's responsibility to administer, coordinate, and oversee the community development program to ensure that the program is carried out in accordance with national policies and objectives.

Administrative costs amount to less than 20% of the grant. The remainder of the grant is divided equally between the County and the participating municipalities. The County's half of the grant is used to fund activities designed to meet needs which are generally County-wide in nature. The other half of the grant is reserved for the participating municipalities to conduct activities designed to meet specific local needs.

Goals and Objectives

The overall purpose of Milwaukee County's Urban County Community Development Block Grant Program is to develop viable urban communities, and provide decent housing and a suitable living environment, principally for persons of low and moderate income. To fulfill this purpose, community development activities have been directed toward accomplishing the following objectives:

1. Elimination of slums and blight and the prevention of blighting influences.
2. Elimination of conditions detrimental to health, safety, and public welfare.
3. Conservation and expansion of the County's housing stock.
4. Expansion and improvement of the quantity and quality of community services.
5. Rational utilization of land and other natural resources and better arrangement of land uses.
6. Reduction of the isolation of income groups.
7. Restoration and preservation of historic properties.
8. Promotion of economic development.
9. Encouragement of energy conservation.

These goals and objectives form the basic framework of Milwaukee County's Community Development strategy and have served as policy guidelines for evaluating activities and project proposals.

Activities

All activities conducted with community Development funds must principally benefit low- and moderate-income households, aid in the prevention and elimination of housing deterioration and blight, or meet other community development needs having a particular urgency.

To achieve program objectives, Block Grant funds have been used to finance a variety of activities which are conducted by both public and private organizations.

All projects and activities financed under the grant program are geared toward accomplishing stated program objectives.

Citizen Participation

Citizen participation is an essential, on-going element of the Community Development Program. Citizens are encouraged to participate in the Milwaukee County's Community Development Program..

Public hearings are the primary means by which citizens may voice their opinions about the grant program. Hearings will be held at both the local level and the County-wide level to obtain citizens' proposals for community development projects and allow citizens the opportunity to comment.