COMMON COUNCIL MEETING AGENDA

Tuesday, July 21, 2020 - 7:00 PM

NOTICE: 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. The public is strongly encouraged to attend the meeting virtually via Zoom, and to submit written comments in advance.

A live stream of the meeting will also be provided in the Common Council Chambers, City Hall Room 100, 7325 W. Forest Home Ave., Greenfield, WI 53220. Space will be limited on a first-come, first-served basis. Public comment will be accepted from those attending the meeting in person.

Written comments can be submitted to the Clerk's Office until 4:30 p.m. on the day of the meeting, either by: 1) Emailing Clerkdept@greenfieldwi.us; or 2) Using the drop box at City Hall. 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 via Zoom 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_iH6reBqBTHSZp2_8S5_amA

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 minutes
    1. Approval of June 16, 2020 Council minutes
    2. Approval of July 7, 2020 Special Council meeting minutes
E. Mayor's Report

F. Aldermanic Reports

G. Announcements

H. Citizen Commentary

I. Public Hearings

1. Public Hearing on Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 5206 W. Edgerton Ave. from R-2 Single-Family Residential Conservation District to PUD Planned Development Unit, submitted by Anthony Augustine, d/b/a Greenfield Land Holdings, LLC/Greenbrook, and Todd Main, d/b/a Main Architecture. (Tax Key No. 619-9982-000) (PC-6/9/20 Kastner)

    a. Approve the Certified Survey Map for proposed combination of two parcels located at 5206 W. Edgerton Ave. and 5000-5080 S. Greenbrook Terrace, submitted by Anthony Augustine, d/b/a Greenfield Land Holdings, LLC/Greenbrook Apartment Investors, LLC, and Todd Main, d/b/a Main Architecture. (Tax Key Nos. 619-9982-000 and 619-9998-004) (PC-6/9/20-Kastner)

    b. Adopt an Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 5206 W. Edgerton Ave. from R-2 Single-Family Residential Conservation District to PUD Planned Development Unit, submitted by Anthony Augustine, d/b/a Greenfield Land Holdings, LLC/Greenbrook Apartment Investors, LLC, and Todd Main, d/b/a Main Architecture. (Tax Key No. 619-9982-000) (PC-6/9/20 Kastner)

    c. Approve the Site and Landscaping Plans for proposed construction of a parking lot, to be located at 5206 W. Edgerton Ave., submitted by Anthony Augustine, d/b/a Greenfield Land Holdings, LLC/Greenbrook Apartment Investors, LLC, and Todd Main, d/b/a Main Architecture. (Tax Key No. 619-9982-000) (PC-6/9/20- Kastner)

2. Public Hearing on Special Use Permit for Lebnani, a proposed restaurant to be located at 5051 S. 27 St., submitted by Nathan Remitz, d/b/a Patera, LLC, and Naser Abdel Fattah, d/b/a Lebnani House, Inc. (Tax Key No. 622-9946-001) (PC-6/9/20 Kastner)

    a. Resolution approving a Special Use Permit for Lebnani, a proposed restaurant to be located at 5051 S. 27 St., submitted by Nathan Remitz, d/b/a Patera, LLC, and Naser Abdel Fattah, d/b/a Lebnani House, Inc. (Tax Key No. 622-9946-001) (PC-6/9/20 Kastner)

    b. Approve the Site, Landscaping and Architectural Plans for proposed site and building modifications to Lebnani, a proposed restaurant to be located at 5051 S. 27 St., submitted by Nathan Remitz, d/b/a Patera, LLC, and Naser Abdel Fattah, d/b/a Lebnani House, Inc. (Tax Key No. 622-9946-001) (PC-6/9/20 Kastner)

3. Public Hearing on Special Use Permit for Five Guys, a proposed limited-service restaurant to be located at 5001 S. 76 St., submitted by Gregg Elstro, d/b/a Five Guys Enterprises, LLC, and Dieter Pedroza, d/b/a DXU Architects, LLC. (Tax Key No. 616-0001-004) (PC-7/14/20 Kastner)

    a. Resolution approving a Special Use Permit for Five Guys, a proposed limited-service restaurant to be located at 5001 S. 76 St., submitted by Gregg Elstro, d/b/a Five Guys Enterprises, LLC, and Dieter Pedroza, d/b/a DXU Architects, LLC. (Tax Key No. 616-0001-004) (PC-7/14/20 Kastner)

b. Approve the Site Plan Review for Five Guys, a proposed limited-service restaurant to be located at 5001 S. 76 St., submitted by Gregg Elstro, d/b/a Five Guys Enterprises, LLC, and Dieter Pedroza, d/b/a DXU Architects, LLC. (Tax Key No. 616-0001-004) (PC-7/14/20 Kastner)

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)
      v. Two members to the Public Library Board for terms to expire 7/1/23 (formerly Mary Knasinski, Teri Ryan)
   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. Discussion regarding COVID protective health measures within the City of Greenfield (Neitzke)
2. Approve applications for 2020-2021 operator licenses
3. Approve application for a 2020-2021 Class "A" beer license received from Forest Home Cidgo LLC, Sarmiterjeet Kler, Agent, for the property at 6745 W. Forest Home Ave. (Liberty Express) (First floor in store)
4. Approve applications for Amusement Device Owner/Distributor licenses to expire July 31, 2021: *(approval of licenses should be subject to the City of Greenfield ordinances regarding code compliance and payment of all delinquent taxes and charges)*
5. Discussion and decision to apply for a Milwaukee County Department of Transportation Special Event permit for the House of Harley event, to be located at 6221 W. Layton Avenue, September 2 – September 7, 2020. (Katz)
6. Consider/approve Wisconsin Elections Commission CARES Subgrant Agreement, Terms and Certification. (Goergen)
7. Adopt resolution appointing additional election officials for 2020-2021 (Goergen)
8. A Resolution extending the City of Greenfield Public Health Emergency Declaration in response to COVID-19 until October 7, 2020 (Sajdak)
9. Discussion and Decision to approve an ordinance to repeal and recreate Chapter 30 of the Greenfield Municipal Code relating to Post Construction Storm Water Management. (Katz)

10. Discussion/decision to approve contract with Waukesha County for the purposes of billing collection services. (D. Weber)
11. Discussion/decision to approve software and service agreement with ImageTrend, Inc. beginning Q3 of 2020. (D. Weber)
12. Discussion/decision to approve contract with Andres Medical Billing, Ltd. for a term of three (3) years beginning Q3/Q4 of 2020. (D. Weber)
13. Discussion/decision to approve occupational health services agreement with Froedtert and the Medical College of Wisconsin Workforce Health for future member physicals. (Konieczka)
14. Approval of schedules of disbursements in the amount of $1,364,521.05 and $1,280,353.70
15. Approval of mileage reimbursements in the amount of $591.97
16. Investments and reinvestments
17. Accept May 2020 financial statements
18. Discussion and decision to sign an agreement with the Wisconsin Department of Transportation to accept a grant that will fund 80% of the design and construction costs for the proposed Powerline Trail. (Katz)
19. Resolution approving a Development Agreement by and between the City of Greenfield and MRH JV, LLC for development of the property located at 3200 S. 103rd Street. (Porter)
20. Approve Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 8, 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)
21. Approve Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 15, 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)
22. Approve Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 22, 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)
23. Approve Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 29, 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)

24. Approve Special Use Review and Site Plan Review for a tenancy change to BP, an existing gas station and convenience store located at 4405 W. Loomis Rd., submitted by Muhammad Anwar Rana, d/b/a Alina Rana Petroleum, LLC. (Tax Key No. 620-9989-003) (PC-7/14/20 Kastner)
25. Approve Site, Landscaping and Architectural Plans for a proposed building addition to House of Wisdom, an existing religious organization located at 11615 W. Layton Ave., submitted by Khurram Raza, d/b/a House of Wisdom, Inc., and David Koscielniak, d/b/a Koz-i-tec-ture. (Tax Key No. 6119000-013) (PC-7/14/20 Kastner)
26. Approve Certified Survey Map for proposed combination of two parcels located at 4216 S. 92 St., submitted by Nathan Rupp, owner. (Tax Key No. 569-1027-001) (PC-7/14/20 Kastner)
27. Approve Site Plan for proposed parking lot modifications to Kids N' Care, an existing business located at 7424 W. Forest Home Ave., submitted by Sahera Abukhamireh, d/b/a Kids N' Care. (Tax Key No. 604-9983-000) (PC-7/14/20 Kastner)
28. Approve Special Use Review and Site Plan Review for a tenancy change to Peshawar Restaurant, to be located at 7510 W. Layton Ave., submitted by Syed Ahmeduddin, d/b/a Peshawar, LLC, and Moe Saed, d/b/a Khalek Building Services. (Tax Key No. 604-9966-001) (PC-7/14/20 Kastner)

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.

ORDINANCE NO. ____

Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 5206 W. Edgerton Ave. from R-2 Single-Family Residential Conservation District to PUD Planned Development Unit. (Tax Key No. 619-9982-000)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing virtually through the Zoom format on Tuesday, the 21st day of July, 2020, at 7:00 p.m. or soon thereafter, upon a proposal to rezone the property located at 5206 W. Edgerton Ave. from R-2 Single-Family Residential Conservation District to PUD Planned Development Unit; and,

WHEREAS, Notice of said hearing has been duly published in the official City of Greenfield newspaper and a period of at least ten (10) days has expired after the last publication before said hearing, as required by State Statues; and,

WHEREAS, the property owner, Anthony Augustine, d/b/a Greenfield Land Holdings, LLC/Greenbrook shall enter into an amended Planned Unit Development Agreement with the City of Greenfield to incorporate said land into the existing Planned Unit Development Agreement for the Greenbrook Terrace Apartment complex to the immediate north, located at 5000-5080 S. Greenbrook Terrace.

The Common Council of the City of Greenfield do ordain as follows:

PART I. The Official Greenfield Zoning Map described in Section 21.04.0102 of the Municipal Code is hereby amended to provide that the following described land shall be and is hereby rezoned from R-2 Single-Family Residential Conservation District to PUD Planned Development Unit to-wit:

The South 265 feet of the East 165 feet of the West 20 acres of the East 40 acres of the Northwest ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom the South 45 feet for public street purposes.

Said land contains approximately 0.83 acres, more or less, including the respective rights-of-way and is located at:

5206 W. Edgerton Ave. (Tax Key No. 619-9982-000)

PART II. The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

PART III. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

PART IV. This ordinance shall take effect and be in force from and after its passage and publication.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 21st day of July, 2020.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Cc: Engineering Division

RESOLUTION NO. ____

Special Use Permit for Lebnani, a proposed restaurant to be located at 5051 S. 27 St., submitted by Nathan Remitz, d/b/a Patera, LLC, and Naser Abdel Fattah, d/b/a Lebnani House, Inc. (Tax Key No. 622-9946-001)

WHEREAS, Naser Abdel Fattah, d/b/a Lebnani House, Inc., and Nathan Remitz, d/b/a Patera, LLC, 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 Lebnani restaurant, a full-service restaurant to be located at 5051 S. 27 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on July 14, 2020, at 7:00 p.m. or soon thereafter, virtually through the Zoom platform, 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, Naser Abdel Fattah, d/b/a Lebnani House, Inc., resides at 10560 S. Shepard Ave., Oak Creek, WI 53154.

2. The applicant has a one (1)-year lease commitment with renewal option for the property, currently owned by Herrera Properties, LLC, 2725 W. Hayes Ave., Milwaukee, WI 53215.

3. MKE Doghouse will occupy the entire 2,864 sq. ft. restaurant building located at 5051 S. 27 St.., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Northeast ¼ of Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at a point 296.84 feet North of and 80 feet West of the Southeast corner of said ½ Section; thence West 212.39 feet to a point; thence North 56.48 feet to a point; thence East 12.39 feet to a point; thence North 60 feet to a point; thence East 200 feet to a point; thence South 116.52 feet to the point of beginning.

Tax Key No. 622-9946-001

Said land being located at 5051 S. 27 St.

4. The applicant is proposing to establish a full-service restaurant within the existing building and including an approximate 500 sq. ft. outdoor patio space for dining.

5. The aforesaid premise is zoned C-2 Neighborhood Commercial District under the Zoning Ordinance of the City of Greenfield, which permits full-service restaurants, 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. 27 St. commercial corridor. Properties to the west are developed as single-family. Properties to the north, east and south 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 Naser Abdel Fattah, d/b/a Lebnani House, Inc., and Nathan Remitz, d/b/a Patera, LLC, to establish a full-service restaurant, to be located at 5051 S. 27 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 June 9, 2020 and by the Common Council on July 21, 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 Libnani Restaurant will be 8:00am – 12:00am (midnight).

4. Off-Street Parking. A total of 43 off-street parking stalls are required to be provided. Forty-two (42) off-street parking stalls will 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.

_____
Naser Abdel Fattah, d/b/a Lebnani House, Inc.

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 Five Guys, a proposed limited-service restaurant to be located at 5001 S. 76 St., submitted by Gregg Elstro, d/b/a Five Guys Enterprises, LLC, and Dieter Pedroza, d/b/a DXU Architects, LLC. (Tax Key No. 616-0001-004)

WHEREAS, Gregg Elstro, d/b/a Five Guys Enterprises, LLC, and Dieter Pedroza, d/b/a DXU Architects, LLC, 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 Five Guys Burgers & Fries restaurant, a limited-service restaurant to be located at 5001 S. 76 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on July 14, 2020, at 7:00 p.m. or soon thereafter, virtually through the Zoom platform, 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, Gregg Elstro, d/b/a Five Guys Enterprises, LLC, has offices at 10718 Richmond Highway, Lorton, VA 22079.

2. The applicant will lease a portion of the multi-tenant commercial building, owned by GFD 76, LLC, 3000 Dundee Rd. #408, Northbrook, IL 60062.

3. Five Guys Burgers & Fries will occupy approximately 2,600 sq. ft. of the multi-tenant commercial building for a restaurant building located at 5001 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 5432, being a part of the Northeast ¼ Section 28, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 616-0001-004

Said land being located at 5001 S. 76 St.

4. The applicant is proposing to establish a limited-service restaurant within the multi-tenant commercial building, including an approximate 500 sq. ft. outdoor patio space for dining.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants, 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. 76 St. commercial corridor. Properties to the west are developed as single-family. Properties to the north, east and south 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 Gregg Elstro, d/b/a Five Guys Enterprises, LLC, and Dieter Pedroza, d/b/a DXU Architects, LLC, to establish a limited-service restaurant, to be located at 5001 S. 76 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 July 14, 2020 and by the Common Council on July 21, 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 Five Guys Burgers & Fries will be 11:00am – 11:00pm.

4. Off-Street Parking. A total of 39 off-street parking stalls are required for Five Guys Burgers & Fries. The entire multi-tenant commercial building requires a total of 82 off-street parking spaces. The property will provide 74 off-street parking stalls. The Common Council may waive the shortage.

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.

_____
Gregg Elstro, d/b/a Five Guys Enterprises, 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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

Aimee Harmeyer	5924 W Wright ST	Milwaukee, WI 53210
Alexandra Ann Heinen - Schaffer	8925 W Howard AVE 202	Greenfield, WI 53228
Allison Ann Didier	5060 Greenbrook TER 9304	Greenfield, WI 53220
Andrew Grossman	1922 S 70th ST	West Allis, WI 53219
Angelique Monique Tyborski	1028 Lemira CIR	Waukesha, WI 53188
Aslam Gondalwala	2108 W Layton AVE 239	Milwaukee, WI 53221
Ayde Garcia Velazquez	1748 S 60th ST	West Allis, WI 53214
Bailey Robert Phalen	4038 S 91st ST	Greenfield, WI 53228
Briana Disch	1509 Chestnut LN	Waukesha, WI 53189
Cassandra Lyn Piotrowski	4508 S Howell AVE	Milwaukee, WI 53207
Chad Christopher Kirchner	403 E Odgen ST	Jefferson, WI 53549
Chery Denise Sisk	7810 W Waterford AVE 5	Milwaukee, WI 53220
Christine Lynn Muchowicz	7024 Douglas AVE	Racine, WI 53402
Christopher James Grabowski	825 E Mackinac AVE	Oak Creek, WI 53154
Elizabeth Joy Faxon	1207 Vine ST	Union Grove, WI 53182
Hailey Barbara Smoot	12009 W Oakwood DR	Franklin, WI 53132
James Robert Bilot	6418 W Stack CT	Milwaukee, WI 53219
Jamie Lyn Radomski	1916 S 76th ST	West Allis, WI 53219
Jazmyn Arce	2420 S 14th ST	Milwaukee, WI 53215
Jessica Anne Zuelzke	3441 W Colony DR	Milwaukee, WI 53221
Jessica Marie VonHofmann	3653 S 51st ST	Greenfield, WI 53220
Jordan Crowe	3530 Wood RD	Racine, WI 53406
Julia Ann Griebenow	4920 S 14th ST	Milwaukee, WI 53221
Kaye Marie Borkowski	W134 S6419 Windsor RD	Muskego, WI 53150
Kelly Skaradzinski	6780 Crocus CT 4	Greendale, WI 53129
Kenneth Hallberg	3701 S Iowa ST	St Francis, WI 53235
Kevin Murphy	7218 W North AVE 202	WAUWATOSA, WI 53213
Laura Ann Abbott	8018 17th AVE	Kenosha, WI 53143
Lauren Ashley Evans	3047A S 46th ST	Milwaukee, WI 53219
Mary Ebony Collins	4213 S Pine Ave	Milwaukee, WI 53207
Megan Ann Shaughnessy	5867 Riverside DR	Greendale, WI 53129
Muhammad Adil	2910 E Bolivar AVE #8	ST FRANCIS, WI 53235
Nathan Robert Grondzki	816 Acadia ST	Roscoe, IL 61073
Nicole Jeanette Rzepkowski	3532 S Quincy AVE	Milwaukee, WI 53207
Nicole Marie Jaskolski	10135 W Coldspring RD 103	Greenfield, WI 53228
Norexys Mallo	4571 S Whitnall AVE 210	Milwaukee, WI 53235
Paris LaDawn Boyd	238 N 62nd ST	Milwaukee, WI 53213
Roberto Mata	1952 S 12th ST	Milwaukee, WI 53204
Robin Kay Hellerud	2947 N 9th ST #Lower	Milwaukee, WI 53206
Samantha Marie Schulz	2911 S 44th ST	Milwaukee, WI 53219
Sara J Rankovic	5614 S Marilyn ST 3	Milwaukee, WI 53221

Sarah Becker	9631 W Hayes PL	West Allis, WI 53227
Savannah Danielle Berczyk	W132 S6514 Saroyan Rd.	Muskego, WI 53150
Shelby Alexa Greco	5865 S 13th ST	Milwaukee, WI 53221
Susan Marie Skoczynski	4171 S 54th ST	Milwaukee, WI 53220
William Johnson Sellers	3700 W Parnell AVE	Milwaukee, WI 53221

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

AMUSEMENT license -tags and distributor

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
D.J. Novelty Inc	D.J. Novelty Inc	James George Grohall Sr, Agent	4520 S Forest Home AVE
Premise Description: DISTRIBUTOR HOLDS 4 TAGS			
Games Are Us Inc	Games Are Us	Steven Allan Murphy, Agent	4905 S Woodlawn PL
Premise Description: DISTRIBUTOR HOLDS 7 TAGS			
Lakeside Music LLC	Lakeside Music LLC	Bruce Carl Dentice, Agent	930 Washington RD
Premise Description: DISTRIBUTOR HOLDS 19 TAGS			
Larry Michael Beilfuss	Larry Michael Beilfuss	Larry Michael Beilfuss	1369 S 89th ST
Premise Description: DISTRIBUTOR HOLDS 3 TAGS			
Mell's Novelty LLC	Mell's Novelty LLC	Ronald Mellantine, Agent	100 Lynnwood LN
Premise Description: DISTRIBUTOR HOLDS 20 TAGS			
Mitchell Novelty Co.	Mitchell Novelty Co.	Ralph Fleege, Agent	3506 W National AVE
Premise Description: DISTRIBUTOR HOLDS 12 TAGS			
National Entertainment Network, LLC	National Entertainment Network, LLC	James Francis Sevalt	325 Interlocken PKWY Unit B
Premise Description: DISTRIBUTOR HOLDS 1 TAG			
Red's Novelty ltd	Red's Novelty ltd	Jay Gerald Jacomet, Agent	1921 S 74th ST
Premise Description: DISTRIBUTOR HOLDS 52 TAGS			
Wisconsin P&P Amusement	Wisconsin P&P Amusement	Michael Louis Weigel, Agent	12565 W Lisbon RD
Premise Description: DISTRIBUTOR HOLDS 32 TAGS			

AMUSEMENT LICENSE - TAGS ONLY

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Meijer Stores Limited Partnership	Meijer Store #292	Jennifer Hill, Agent	5800 W Layton AVE
Meyer's SM Restaurant Inc	Meyer's Restaurant	Francesco Anthony Purpora, Agent	4260 S 76th ST Suite D
Romine's High Pockets Inc	Romine's High Pockets	Terry Romine Jr, Agent	6125 S 27th ST

Grand Total Licenses: 12

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 21, 2020

RELATING TO:

Discussion and decision **to apply for a Milwaukee County Department of Transportation Special Event permit for the House of Harley event, to be located at 6221 W. Layton Avenue, September 2 – September 7, 2020.**

SUMMARY:

The House of Harley is having a special event September 2-7.

They would like the County to allow them to post motorcycle parking only from 60th to 64th Street.

Permits for special events on County highways are only issued to the municipality. In the past, the city has obtained the permit for the House of Harley.

The House of Harley pays for the permit.

RECOMMENDATION:

Apply for a Milwaukee County Department of Transportation Special Event permit for the House of Harley event, to be located at 6221 W. Layton Avenue, September 2 – September 7, 2020.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

CITY OF Greenfield
Pledged to Progress

Common Council Meeting — Item Number:

Introduced By: Jennifer Goergen

Date Introduced: July 21, 2020

RELATING TO:

Consider/Approve WEC CARES Subgrant Agreement, Terms and Certification.

SUMMARY: Under the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Wisconsin Election Commission (WEC) was awarded funds to help prevent, prepare for, and respond to coronavirus for the 2020 Federal election cycle. Funds are being distributed to municipalities through the WEC CARES Subgrant program to help them prepare for the remainder of the 2020 election year.

The City of Greenfield will receive approximately $24,000 upon return of the signed agreement, as the Subgrant program provides a $200 base amount plus an additional $1.10 per registered voter.

Subgrant money must be used for pandemic-related expenditures. Authorized uses include: additional ballot supplies, printing and postage costs for higher levels of absentee or vote by mail processes; additional cleaning supplies and/or services, and protective equipment; additional staffing; additional mailings for public communication; additional absentee drop-boxes; additional space leasing; acquisition of additional equipment to process higher volumes of absentee ballots.

Election pandemic expenses are documented from January 20-November 30, 2020 and reported on September 15th and again on December 1st, 2020. Unused funds must be returned by December 15, 2020. Receipts, invoices and documentation must be maintained until 12/31/2024.

RECOMMENDATION: Approve the WEC CARES Subgrant Agreement, Terms and Certification and authorize the Mayor to sign to receive our subgrant award.

S:\Committees\Common Council\CC Agenda Item WEC CARES Subgrant Agreement 2020 200721

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND X RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. ALLOWABLE USES

Purpose and Use of Funds. The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than $5000 per unit.

2. ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.

3. ADDITIONAL STAFFING FOR PROCESSING of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.

4. ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

Wisconsin Elections Commissioners
Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

5. ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.

6. ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.

7. ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than $5000 per unit. Equipment costs less than $5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:
"Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies."

II. DOCUMENTATION, AUDIT, AND REPORTING

DOCUMENTATION: The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

REPORTING: September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

1. **Ballots/Ballot Supplies/Printing/Postage**
2. **Cleaning Supplies & Services / Protective Equipment**
3. **Additional Staffing**
4. **Public Communications**
5. **Absentee Ballot Drop-Boxes**
6. **Additional Leasing**
7. **Equipment**

III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.

- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a $200 base subgrant plus an additional $1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or elections.finance@wi.gov

- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meets its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.

- **RETURN OF UNUSED FUNDS**: December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (https://www.govinfo.gov/app/collection/cfr/2019/)

V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email* address to elections.finance@wi.gov.

Receiving Jurisdiction's Name and County _____

Signature _____ **Date** _____
(Authorized Representative of Jurisdiction)

Wisconsin Elections Commissioners
Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

WEC CARES FAQs

1. **How has the subgrant changed since the webinar?**

The only change that has occurred for the WEC CARES Subgrant program is that clerks no longer need to document expenses outside what they receive for the subgrant award. Clerks will only need to document those expenses they are using the subgrant towards. Municipalities are then free to submit their other pandemic-related expenditures to other subgrant/reimbursement programs, for any expenditures that are not already being claimed under this subgrant.

2. **Where did we come up with the $1.10? If it is due to postage, why are they not receiving the funds for both future elections to cover both sets of postage costs?**

We had originally conceived of and presented to the Commission a $2.6M postage-based subgrant that would allocate funds based on a $1.10/per registered voters * % expected turnout * % expected by-mail absentee requests for the August and November elections. However, this current $4.1M subgrant expands the amount awarded because it is 100% of $1.10 for each registered voter, not then lowered by expected turnout percentage and again by expected percentage of those being absentee.

This increased subgrant program, up $1.5M since the postage-based iteration, should allow municipalities to supplement both absentee and in-person voting pandemic-related costs.

3. **Can this money only be used for the August and November elections?**

No, these can be used towards all 2020 elections for pandemic related expenses. At this time though, none of us are sure what the August and November elections will look like, and we recommend ensuring you are prepared for them before using the funds for past expenses.

4. **If we believe the subgrant funds won't cover the extra expenses for the next two elections, is there a possibility of additional funds?**

This is the only opportunity that the Commission has approved for CARES federal funds to be distributed to municipalities. For extra expenses outside the WEC CARES allocation, please research the FEMA and Routes to Recovery Grants as they will also assist with election-related expenses incurred due to the Pandemic.

5. **Can counties receive funds? If not, what is a good response for the Provider/Relier relationship we want explained.**

No, counties are not eligible to receive the WEC CARES Subgrant as it is a municipality based program.

6. **What type of equipment/supplies are covered?**

Equipment that is necessary to process the higher volume of absentee ballots is allowable. This could include new Dymo and regular printers, automated letter opening equipment, high speed or central count tabulators, and necessary additional laptops and mobile IT equipment.

Equipment costs equal or greater than $5000 per unit should be tracked under the "Equipment"; unit costs less than $5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies.

Plexiglass/Sneezeguards and thermometers for use in the elections as protection against the pandemic are all allowable and would be categorized under Cleaning/PPE.

7. **Do we need to provide additional proof of purchases to WEC with the WEC CARES Expenditure Report?**

No. (Please don't.) But you are required to have documentation for all reported expenditures and to retain this documentation until December 31, 2024, in case of audit.

8. **What staffing expenses can be covered? Would only additional needed staff be covered, outside the usual number scheduled to a polling place?**

Additional election expenditures due to the pandemic are all allowable. Additional staffing for the processing of higher levels of absentee ballot requests and absentee ballot tabulation, as overtime and benefits costs for election staff and poll workers or temporary election staff or poll workers as well as hazard pay (within reason) are allowable.

All staffing expenditures being claimed must have documentation that justifies how that expenditure is additional and due to the pandemic. That documentation might include a comparison to the presidential elections in 2018 for the number of absentee ballot requests and processing or staffing time and/or documentation of time spent on pandemic-specific tasks such as cleaning polling places, setting up social distancing, and other additional safety measures.

9. **In order to appropriately plan the use of funds, do we know what supplies and when they will be provided by WEC again through the $500,000 commission approved? Do we know anything about NG Troops coming in to assist again?**

The Commission approved $550,000 for WEC to procure and disseminate sanitation supplies to municipalities for the August and November elections. We expect the supplies will be similar to what was previously received (sanitizer, spray bottles, isopropyl wipes, surgical masks, gloves, pens, painters tape, signage). Once again, WEC staff intends to coordinate this effort through the county clerks. They should be expecting a communication from us soon asking them to reach out to their municipalities to gauge the amount of supplies each municipality will need. Please respond to your county clerks timely and remember to take in

to account the number of polling places you will have open (and the number of poll workers) to accurately order supplies, especially the PPE (masks & gloves). WEC staff will work with the State Emergency Operations Center to procure and disseminate supplies to county clerk offices by the end of July. We hope that having the supplies in advance will help better prepare.

As it relates to the assistance of National Guard Servicemembers for August and November, please do solely rely on this option. While we have been able to get approval from the Governor and the Adjutant General for assistance during the April and May elections, WEC staff encourages clerks to continue to solicit volunteers through your communities. While none of know what the rest of the year will look like as it relates to Coronavirus, we will continue to monitor the need for poll workers as we approach each of the elections. Should a serious need arise, it is possible for WEC staff to request assistance from the National Guard, but please remember that we do not have any control over whether the request will be approved, and if it is approved, how many servicemembers will actually be available to assist with the mission.

RESOLUTION NO. _____

RESOLUTION APPOINTING ADDITIONAL ELECTION OFFICIALS
FOR 2020-2021

WHEREAS, Wis. Stats. 7.30(4)(a) require the governing body to appoint election officials no later than the last regular meeting in December of each odd-numbered year for the 2020-2021 election cycle; and

WHEREAS, appointments were made at that time, but it has become necessary to appoint additional Election Inspectors to fill open positions at the polls;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the additional Election Inspectors for the 2020-2021 election cycle.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 21st day of July, 2020.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

S:\DRAFT Ordinances and Resolutions\OLD\Draft Resol AppointingAddn'lElecWrkrsFor2020-21#2

Additional Election Inspectors for 2020-2021 #2

Name	Address
Brandt, Jaedon	Sura Lane, Greenfield, WI 53228
Haugen, Matthew	5115 W. Midland Dr., Greenfield, WI 53220
Humpal, Patrick	4010 S. 104th St., Greenfield, WI 53228
Ullenberg, Ellen Louise	4761 W. Maple Leaf Circle, Greenfield, WI 53220
S:\Elections\Election Inspectors-Poll Workers\Appointed Election Worker Master List Additional Alternates for 2020-2021 #2 200721 C	

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ____

A RESOLUTION EXTENDING THE CITY OF GREENFIELD
PUBLIC HEALTH EMERGENCY DECLARATION
IN RESPONSE TO COVID-19 UNTIL OCTOBER 7, 2020

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, international organizations, the federal, state, and local governments are all working together to contain COVID-19; and

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

WHEREAS, the current state of emergency is set to expire on July 21, 2020; and

WHEREAS, the conditions necessitating the Emergency Declaration continue to exist and are projected to exist for some time; and

WHEREAS, the City of Greenfield has been working to protect the community from the spread of this disease, and to prepare for the impacts it may have; and

WHEREAS, in order to protect the health and well-being of residents and visitors, the City of Greenfield must avail itself of all resources needed to respond to and contain the presence of COVID-19 and to address the continuing response to the pandemic;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield as follows:

1. That there continues to exist within the City of Greenfield a Public Health Emergency as defined in Wis. Stat. § 323.02(16). Specifically, there is threat of an illness or health condition that appears to be caused by a novel biological agent that poses a high probability of widespread exposure and that creates a significant risk of substantial future harm to a large number of people.

2. Pursuant to Wis. Stat. § 323.11, the Health Emergency Declaration previously established by Resolution of the Common Council shall be extended until October 7, 2020 unless otherwise revoked or extended by Resolution.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 21st day of July, 2020.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Common Council Meeting Item Number: ___

Introduced By: Department of Neighborhood Services

Date Introduced: July 21, 2020

RELATING TO:

Discussion and decision to approve an ordinance to repeal and recreate Chapter 30 of the Greenfield Municipal Code relating to Post Construction Storm Water Management.

SUMMARY:

Pursuant to the WI DNR Menomonee River Watershed Based MS4 Permit – WPDES Permit No. WI-S065404-2, and to incorporate recent Milwaukee Metropolitan Sewerage District (MMSD) changes to its Chapter 13 Surface and Stormwater requirements, the City needs to update its post-construction storm water management ordinance.

RECOMMENDATION:

Approve an ordinance to repeal and recreate Chapter 30 of the Greenfield Municipal Code relating to Post Construction Storm Water Management.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X_

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RECREATING CHAPTER 30 OF THE GREENFIELD MUNCIPAL CODE RELATING TO POST CONSTRUCTION STORM WATER MANAGEMENT

The Common Council of the City of Greenfield do ordain as follows:

PART I. Chapter 30 of the Greenfield Municipal Code is hereby repealed.

PART II. Chapter 30 of the Greenfield Municipal Code is hereby recreated to read as follows:

CHAPTER 30 - POST-CONSTRUCTION STORM WATER MANAGEMENT

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CHAPTER 30 - POST-CONSTRUCTION STORM WATER MANAGEMENT

30.01 AUTHORITY.

(1) This ordinance is adopted by the City of Greenfield under the authority granted by s. 62.234, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s. 62.23, Wis. Stats., that relate to storm water management regulations. Except as otherwise specified in s. 62.234, Wis. Stats., s. 62.23, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.

(2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.

(3) The Common Council hereby designates the City Engineer to administer and enforce the provisions of this ordinance.

(4) The requirements of this ordinance do not pre-empt more stringent storm water management requirements that may be imposed by any of the following:
   (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under s. 281.16 and s. 283.33, Wis. Stats.
   (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under NR 151.004, Wis. Adm. Code.
   (c) Milwaukee Metropolitan Sewerage District Chapter 13 Surface Water and Stormwater regulations, rules, permits or approvals.

30.02 FINDINGS OF FACT.

The Common Council acknowledges that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

(1) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
(2) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.
(3) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.
(4) Reduce the quality of groundwater by increasing pollutant loading.
(5) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities.

30.03 PURPOSE AND INTENT.

(1) PURPOSE. The general purpose of this ordinance is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:
   (a) Further the maintenance of safe and healthful conditions.
   (b) Prevent and control the adverse effects of storm water; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
   (c) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; and control increases in the scouring and transportation of particulate matter.
   (d) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.

(2) INTENT. It is the intent of the Common Council that this ordinance regulates post-construction storm water discharges to waters of the state. This ordinance may be applied on a site-by-site basis.

The Common Council recognizes, however, that the preferred method of achieving the storm water performance standards set forth in this ordinance is through the preparation and implementation of comprehensive, systems-level storm water management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional storm water devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under s. 281.16, Wis. Stats., for regional storm water management measures and have been approved by the Common Council, it is the intent of this ordinance that the approved storm water management plan be used to identify post-construction management measures acceptable for the community.

Milwaukee Metropolitan Sewerage District (MMSD) Chapter 13 Surface Water and Stormwater regulations are hereby adopted by reference. The provisions set forth in MMSD Chapter 13, including runoff management and plan submittal requirements, shall be met in addition to the other provisions of this City ordinance.

30.04 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

(a) Except as provided under par. (b), this ordinance applies to a post-construction site whereupon one acre or more of land disturbing construction activity occurs during construction.

(b) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance:

1. A post-construction site with less than ten percent (10%) connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
2. Agricultural facilities and practices.
3. Underground utility construction, but not including the construction of any above ground structures associated with utility construction.

(c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to post-construction sites of any size that, as determined by the City Engineer, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, causes undue channel erosion, or increases water pollution by scouring or the transportation of particulate matter.

(2) JURISDICTION.

This ordinance applies to post construction sites within the boundaries and jurisdiction of the City of Greenfield.

(2) EXCLUSIONS.

This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

30.05 DEFINITIONS.

For the purpose of this Chapter 30, the following terms shall be defined as follows:

(1) “Adequate sod, or self-sustaining vegetative cover" means maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.

(2) “Administering authority” means a governmental employee, or a regional planning commission empowered under s. 62.234, Wis. Stats., that is designated by the [governing body] to administer this ordinance.

(3) “Agricultural facilities and practices” has the meaning given in s. 281.16 (1), Wis. Stats.

(4) “Atlas 14” means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

(5) “Average annual rainfall” means a typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality.

(6) “Best management practice” or “BMP” means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

(7) “Business day” means a day the office of the City Engineer is routinely and customarily open for business.

(8) “Cease and desist order” means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City Engineer.

(9) “Combined sewer system” means a system for conveying both sanitary sewage and storm water runoff.

(10) “Connected imperviousness" means an impervious surface connected to the waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.

(11) "Design storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

(12) “Development” means residential, commercial, industrial or institutional land uses and associated roads.

(13) “Direct conduits to groundwater” means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

(14) “Division of land” means the creation from one parcel of 4 or more parcels or building sites of 1.5 or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.

(15) “Effective infiltration area” means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

(16) “Erosion” means the process by which the land’s surface is worn away by the action of wind, water, ice or gravity.

(17) "Exceptional resource waters" means waters listed in s. NR 102.11, Wis. Adm. Code.

(18) “Extraterritorial” means the unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within one and a half miles of a fourth class city or village.

(19) "Filtering layer" means soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.
(20) "Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
(21) “Financial guarantee” means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the City Engineer by the responsible party to assure that requirements of the ordinance are carried out in compliance with the storm water management plan.
(22) “Governing body” means City Common Council.
(23) “Impervious surface” means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, gravel or paved parking lots and streets are examples of areas that typically are impervious.
(24) “In-fill” means an undeveloped area of land located within an existing urban sewer service area, surrounded by development or development and natural or man-made features where development cannot occur.
(25) “Infiltration” means the entry of precipitation or runoff into or through the soil.
(26) “Infiltration system” means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.
(27) “Land disturbing construction activity” means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
(28) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
(29) “Maintenance agreement” means a legal document that provides for long-term maintenance of storm water management practices.
(30) “Maximum extent practicable” means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with S. 055 of this ordinance.
(31) “New development” means development resulting from the conversion of previously undeveloped land or agricultural land uses.
(32) “NRCS MSE3 or MSE4 distribution” means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.
(33) “Off-site” means located outside the property boundary described in the permit application.
(34) “On-site” means located within the property boundary described in the permit application.
(35) "Ordinary high-water mark" has the meaning given in s. NR 115.03 (6), Wis. Adm. Code.
(36) “Outstanding resource waters” means waters listed in s. NR 102.10, Wis. Adm. Code.
(37) "Percent fines" means the percentage of a given sample of soil, which passes through a # 200 sieve.

(38) “Performance standard” means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
(39) “Permit” means a written authorization made by the City Engineer to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.
(40) “Permit administration fee” means a sum of money paid to the City Engineer by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.
(41) “Pervious surface” means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.
(42) “Pollutant” has the meaning given in s. 283.01 (13), Wis. Stats.
(43) “Pollution” has the meaning given in s. 281.01 (10), Wis. Stats.
(44) “Post-construction site" means a construction site following the completion of land disturbing construction activity and final site stabilization.
(45) “Pre-development condition” means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.
(46) “Preventive action limit” has the meaning given in s. NR 140.05 (17), Wis. Adm. Code.
(47) “Protective area” means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.
(48) "Redevelopment” means areas where development is replacing older development.
(49) “Responsible party” means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement. “Runoff” means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
(50) “Separate storm sewer” means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:
    (a) Is designed or used for collecting water or conveying runoff.
    (b) Is not part of a combined sewer system.
    (c) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.
    (d) Discharges directly or indirectly to waters of the state.
(51) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
(52) “Site” means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.
(53) “Stop work order” means an order issued by the City Engineer which requires that all construction activity on the site be stopped.
(54) “Storm water management plan” means a comprehensive plan designed to reduce the discharge of pollutants from storm water, after the site has under gone final stabilization, following completion of the construction activity.

(55) “Storm water management system plan” is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.
(56) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
(57) “Top of the channel” means an edge, or point on the landscape landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent (12%) or less continually for the initial 50 feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.
(58) "Total maximum daily load" or "TMDL" means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.
(59) “TP-40“ means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.
(60) "TR-55" means the United States department of agriculture, natural resources conservation service (previously soil conservation service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986, which is incorporated by reference for this chapter.
(61) “Transportation facility” means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.
(62) “TSS” means total suspended solids.
(63) “Type II distribution” means a rainfall type curve as established in the “United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published in 1973”.
(64) “Waters of the state” includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

30.055 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.
Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the administering authority’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

30.06 TECHNICAL STANDARDS.
The following methods shall be used in designing the water quality, peak discharge, allowable runoff release rates, green infrastructure detention and infiltration components of storm water practices needed to meet the water quality standards of this ordinance:

(1) Consistent with the technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.

(2) Consistent with the technical standards identified, developed or disseminated by the MMSD under its Chapter 13 Surface Water and Stormwater regulations.

(3) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources or MMSD, other technical standards may be used provided that the methods have been approved by the City Engineer.

30.07 PERFORMANCE STANDARDS.

(1) RESPONSIBLE PARTY. *RESPONSIBLE PARTY. The responsible party shall comply with this section.*

(2) STORM WATER MANAGEMENT PLAN. A written storm water management plan in accordance with S 30.09 shall be developed and implemented for each post-construction site.

(3) MAINTENANCE OF EFFORT. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of NR 151 in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this ordinance, whichever is more stringent.

(4) REQUIREMENTS. The storm water management plan required under sub. (2) shall include the following:

(a) TOTAL SUSPENDED SOLIDS. BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the post-construction site as follows:

1. BMPs shall be designed in accordance with Table 1. or to the maximum extent practicable as provided in subd. 2. The design shall be based on an average annual rainfall, as compared to no runoff management controls.

Table 1. TSS Reduction Standards	
Development Type	TSS Reduction
New Development	80 percent
In-fill development	80 percent
Redevelopment	40 percent of load from parking areas and roads

2. Maximum Extent Practicable. If the design cannot meet a total suspended solids reduction performance standard of Table 1., the storm water management plan shall include a written, site-specific explanation of why the total suspended solids reduction

performance standard cannot be met and why the total suspended solids load will be reduced only to the maximum extent practicable.

3. Off-Site Drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

(b) PEAK DISCHARGE / RUNOFF MANAGEMENT.

1. By design, BMPs shall be employed to maintain or reduce the 1-year, 24-hour; and the 2-year, 24-hour post-construction peak runoff discharge rates to the 1-year, 24-hour; and the 2-year, 24-hour pre-development peak runoff discharge rates respectively, or to the maximum extent practicable. The runoff curve numbers in Table 2. shall be used to represent the actual pre-development conditions. Peak discharges shall be calculated using TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the appropriate NRCS Wisconsin MSE3 or MSE4 precipitation distribution. On a case-by-case basis, the City Engineer may allow the use of TP-40 precipitation depths and the Type II distribution.

Table 2. Maximum Pre-Development Runoff Curve Numbers

Runoff Curve Number	Hydrologic Soil Group			
	A	B	C	D
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	55	69	78	83

2. This subsection of the ordinance does not apply to any of the following:
   a. A post-construction site where the discharge is directly into a lake over 5,000 acres or a stream or river segment draining more than 500 square miles.
   b. Except as provided under 30.07 (3), a redevelopment post-construction site.
   c. An in-fill development area less than 5 acres.

3. Where applicable, MMSD Chapter 13 runoff management requirements shall also apply and shall be designed in accordance with MMSD Chapter 13 regulations. Consult MMSD Chapter 13 for applicability.

(c) INFILTRATION.

1. Best Management Practices. BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following or to the maximum extent practicable:
   a. *Low imperviousness*. For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be

at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area.

b. *Moderate imperviousness.* For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium and high density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.

c. *High imperviousness.* For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.

2. Pre-development. The pre-development condition shall be the same as specified in Table 2 of the Peak Discharge section of this ordinance.

3. Source Areas.

a. *Prohibitions.* Runoff from the following areas may not be infiltrated and may not qualify as contributing to meeting the requirements of this section unless demonstrated to meet the conditions identified in 30.07 (4)(c)6.:

i. Areas associated with a tier 1 industrial facility identified in s. NR 216.21 (2)(a), including storage, loading and parking. Rooftops may be infiltrated with the concurrence of the regulatory authority.

ii. Storage and loading areas of a tier 2 industrial facility identified in s. NR 216.21 (2)(b).

iii. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.

b. *Exemptions*. Runoff from the following areas may be credited toward meeting the requirement when infiltrated, but the decision to infiltrate runoff from these source areas is optional:

i. Parking areas and access roads less than 5,000 square feet for commercial development.

ii. Parking areas and access roads less than 5,000 square feet for industrial development not subject to the Prohibitions under par a.

iii. Except as provided under 30.07 (3), redevelopment post-construction sites.

iv. In-fill development areas less than 5 acres.

v. Roads on commercial, industrial and institutional land uses, and arterial residential roads.

4. Location of Practices.

a. *Prohibitions*. Infiltration practices may not be located in the following areas:
   i. Areas within 1000 feet upgradient or within 100 feet downgradient of direct conduits to groundwater.
   ii. Areas within 400 feet of a community water system well as specified in s. NR 811.16 (4) or within the separation distances listed in s. NR 812.08 for any private well or non-community well for runoff infiltrated from commercial, including multi-family residential, industrial and institutional land uses or regional devices for one- and two-family residential development.
   iii. Areas where contaminants of concern, as defined in s. NR 720.03 (2), are present in the soil through which infiltration will occur.

b. *Separation distances.*
   i. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 3:

Table 3. Separation Distances and Soil Characteristics

Source Area	Separation Distance	Soil Characteristics
Industrial, Commercial, Institutional Parking Lots and Roads	5 feet or more	Filtering Layer
Residential Arterial Roads	5 feet or more	Filtering Layer
Roofs Draining to Subsurface Infiltration Practices	1 foot or more	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	Not Applicable
All Other Impervious Source Areas	3 feet or more	Filtering Layer

   ii. Notwithstanding par. b., applicable requirements for injection wells classified under ch. NR 815 shall be followed.

c. *Infiltration rate exemptions*. Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:
   i. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method.
   ii. Where the least permeable soil horizon to 5 feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

5. Alternate Use. Where alternate uses of runoff are employed, such as for toilet flushing, laundry, or irrigation or storage on green roofs where an equivalent portion of the runoff is captured permanently by rooftop vegetation, such alternate use shall be given equal credit toward the infiltration volume required by this section.
6. Groundwater Standards.
    a. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with ch. NR 140. However, if site specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.
    b. Notwithstanding par. a., the discharge from BMPs shall remain below the enforcement standard at the point of standards application.
7. Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subd. 6. Pretreatment options may include, but are not limited to, oil and grease separation, sedimentation, biofiltration, filtration, swales or filter strips.
8. Maximum Extent Practicable. Where the conditions of subd. 3. and 4. limit or restrict the use of infiltration practices, the performance standard of 30.07 (4)(c) shall be met to the maximum extent practicable.

(d) PROTECTIVE AREAS.

1. Definition. In this section, “protective area” means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this section, “protective area” does not include any area of land adjacent to any stream enclosed within a pipe or culvert, so that runoff cannot enter the enclosure at this location.
    a. For outstanding resource waters and exceptional resource waters, 75 feet.
    b. For perennial and intermittent streams identified on a U.S. Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
    c. For lakes, 50 feet.
    d. For wetlands not subject to par. e. or f., 50 feet.
    e. For highly susceptible wetlands, 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps, and ephemeral ponds.
    f. For less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include: degraded wetland dominated by invasive species such as reed canary grass; cultivated hydric

soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.

g. In pars. d. to f., determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in s. NR 103.03.

h. Wetland boundary delineation shall be made in accordance with s. NR 103.08 (1m). This paragraph does not apply to wetlands that have been completely filled in compliance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in compliance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after a fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.

i. For concentrated flow channels with drainage areas greater than 130 acres, 10 feet.

j. Notwithstanding pars. a. to i., the greatest protective area width shall apply where rivers, streams, lakes and wetlands are contiguous.

2. Applicability. This section applies to post-construction sites located within a protective area, except those areas exempted pursuant to subd. 4.

3. Requirements. The following requirements shall be met:

a. Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the storm water management plan shall contain a written, site-specific explanation.

b. Where land disturbing construction activity occurs within a protective area, adequate sod or self-sustaining vegetative cover of 70 percent or greater shall be established and maintained where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion such as on steep slopes or where high velocity flows occur.

c. BMPs such as filter strips, swales, or wet detention ponds, that are designed to control pollutants from non-point sources, may be located in the protective area.

4. Exemptions. This section does not apply to any of the following:

a. Except as provided under 30.07 (3), redevelopment post-construction sites.

b. In-fill development areas less than 5 acres.

c. Structures that cross or access surface water such as boat landings, bridges, and culverts.

d. Structures constructed in accordance with s. 59.692 (1v), Stats.

e. Areas of post-construction sites from which the runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.

(e) FUELING AND MAINTENANCE AREAS. Fueling and vehicle maintenance areas shall have BMPs designed, installed, and maintained to reduce petroleum within runoff, so that the

runoff that enters waters of the state contains no visible petroleum sheen, or to the maximum extent practicable.

(f) SWALE TREATMENT FOR TRANSPORTATION FACILITIES.

1. Requirement. Except as provided in subd. 2., transportation facilities that use swales for runoff conveyance and pollutant removal are exempt from the requirements of local ordinance requirements for peak flow control, total suspended solids control, and infiltration, if the swales are designed to do all of the following or to the maximum extent practicable:
   a. Swales shall be vegetated. However, where appropriate, non-vegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.
   b. Swales shall comply with sections V.F. (Velocity and Depth) and V.G. (Sale Geometry Criteria) with a swale treatment length as long as that specified in section V.C. (Pre-Treatment) of the Wisconsin Department of Natural Resources technical standard 1005 "Vegetated Infiltration Swales", dated May 2007, or a superseding document. Transportation facility swale treatment does not have to comply with other sections of technical standard 1005.
2. Other requirements.
   a. Notwithstanding subd. 1., the City Engineer may, consistent with water quality standards, require that other requirements, in addition to swale treatment, be met on a transportation facility with an average daily traffic rate greater than 2,500 and where the initial surface water of the state that the runoff directly enters is one of the following:
      i. An outstanding resource water.
      ii. An exceptional resource water.
      iii. Waters listed in section 303 (d) of the Federal Clean Water Act that are identified as impaired in whole or in part, due to non-point source impacts.
      iv. Water where targeted performance standards are developed pursuant to s. NR 151.004, Wis. Adm. Code.
   b. The transportation facility authority shall contact the City Engineer to determine if additional BMPs beyond a water quality swale are needed under this subsection.

(g) GREEN INFRASTRUCTURE DETENTION VOLUME

1. Where applicable, green infrastructure and green infrastructure detention volume requirements shall also apply and shall be designed in accordance with MMSD Chapter 13 regulations. Consult MMSD Chapter 13 for applicability.

(5) GENERAL CONSIDERATIONS FOR STORM WATER MANAGEMENT MEASURES. The following considerations shall be observed in on-site and off-site runoff management:

(a) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.

(b) Emergency overland flow for all storm water facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

(6) BMP LOCATION.

(a) To comply with the performance standards required under 30.07of this ordinance, BMPs may be located on−site or off−site as part of a regional storm water device, practice or system, but shall be installed in accordance with s. NR 151.003, Wis. Adm. Code.

(b) The City Engineer may approve off-site management measures provided that all of the following conditions are met:

1. The City Engineer determines that the post-construction runoff is covered by a storm water management system plan that is approved by the City of Greenfield and that contains management requirements consistent with the purpose and intent of this ordinance.
2. The off-site facility meets all of the following conditions:
    a. The facility is in place.
    b. The facility is designed and adequately sized to provide a level of storm water control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this ordinance.
    c. The facility has a legally obligated entity responsible for its long-term operation and maintenance.

(c) Where a regional treatment option exists such that the City Engineer exempts the applicant from all or part of the minimum on-site storm water management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the City Engineer. In determining the fee for post-construction runoff, the City Engineer shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.

(7) ADDITIONAL REQUIREMENTS.

(a) The City Engineer may establish storm water management requirements more stringent than those set forth in this ordinance if the City Engineer determines that the requirements are needed to control storm water quantity or control flooding, comply with federally approved total maximum daily load (TMDL) requirements, or control pollutants associated with existing development or redevelopment.

(b) For properties that are required to implement storm water management (including green infrastructure detention volume practices) as a result of MMSD Chapter 13, the City requires the responsible party to submit a water quality analysis (WinSLAMM analysis or other approved) as part of their MMSD Chapter 13 storm water management / green infrastructure plan identifying total suspended solids (TSS) and total phosphorus (TP) reductions. Said storm water management / green infrastructure plan shall be subject to a maintenance

agreement to meet the requirements of 30.10 to ensure perpetual operation and maintenance of the storm water management system.

30.08 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

(1) PERMIT REQUIRED. No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the City Engineer prior to commencing the proposed activity.

(2) PERMIT APPLICATION AND FEES. Unless specifically excluded by this ordinance, any responsible party desiring a permit shall submit to the City Engineer a permit application on a form provided by the City Engineer for that purpose.
   (a) Unless otherwise excluded by this ordinance, a permit application must be accompanied by a storm water management plan, a storm water management maintenance agreement and a non-refundable permit administration fee.
   (b) The storm water management plan shall be prepared to meet the requirements of 30.07 and 30.09, the storm water management maintenance agreement shall be prepared to meet the requirements of 30.10, the financial guarantee shall meet the requirements of 30.11, and fees shall be those established by the Common Council as set forth in 30.12.

(3) PERMIT APPLICATION REVIEW AND APPROVAL. The City Engineer shall review any permit application that is submitted with a storm water management plan, storm water management maintenance agreement, and the required fee. The following approval procedure shall be used:
   (a) Within 30 business days of the receipt of a complete permit application, including all items as required by sub. (2), the City Engineer shall inform the applicant whether the application, storm water management plan and storm water management maintenance agreement are approved or disapproved based on the requirements of this ordinance.
   (b) If the storm water permit application, storm water management plan and storm water management maintenance agreement are approved, or if an agreed upon payment of fees in lieu of storm water management practices is made, the City Engineer shall issue the permit.
   (c) If the storm water permit application, storm water management plan or storm water management maintenance agreement is disapproved, the City Engineer shall detail in writing the reasons for disapproval.
   (d) The City Engineer may request additional information from the applicant. If additional information is submitted, the City Engineer shall have 30 business days from the date the additional information is received to inform the applicant that the storm water management plan and storm water management maintenance agreement are either approved or disapproved.
   (e) Failure by the City Engineer to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(4) PERMIT REQUIREMENTS. All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The City Engineer may suspend or revoke a permit for violation of a

permit condition, following written notification of the responsible party. An action by the City Engineer to suspend or revoke this permit may be appealed in accordance with 30.14.

(a) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.

(b) The responsible party shall design and install all structural and non-structural storm water management measures in accordance with the approved storm water management plan and this permit.

(c) The responsible party shall notify the City Engineer at least 3 business days before commencing any work in conjunction with the storm water management plan, and within 3 business days upon completion of the storm water management practices. If required as a special condition under sub. (5), the responsible party shall make additional notification according to a schedule set forth by the City Engineer so that practice installations can be inspected during construction.

(d) Following the installation of the storm water management system and practices, the responsible party shall complete a certification process and pass a final inspection with the City. For the certification process, the responsible party shall submit a certification letter, "record" drawings and post-construction storm water modeling analysis prepared by a licensed professional engineer certifying that the storm water management system was built in accordance with the approved storm water management plan. For storm water management systems that require a clay liner, engineered soils or other earthen material composition or compaction specifications, said certification shall also include a certification from a professional geotechnical engineer certifying that soil composition and compaction is in accordance with the approved storm water management plan. The City Engineer or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.

(e) The responsible party shall notify the City Engineer of any significant modifications it intends to make to an approved storm water management plan. The City Engineer may require that the proposed modifications be submitted to it for approval prior to incorporation into the storm water management plan and execution by the responsible party.

(f) The responsible party shall maintain all storm water management practices in accordance with the storm water management plan until the practices are transferred to subsequent private owners as specified in the approved storm water management maintenance agreement.

(g) The responsible party authorizes the City Engineer to perform any work or operations necessary to bring storm water management measures into conformance with the approved storm water management plan, and consents to a special assessment or charge against the property as authorized under subch. VII of ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under 30.11.

(h) If so directed by the City Engineer, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved storm water management plan.

(i) The responsible party shall grant the City a storm water management maintenance easement and authorize the City Engineer to access the property for the purpose of conducting inspections of storm water management practices as necessary to ascertain that the practices

are being maintained and operated in accordance with the approved storm water management plan, the storm water management maintenance agreement and this permit.

(j) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the City Engineer may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.

(k) The responsible party is subject to the enforcement actions and penalties detailed in 30.13, if the responsible party fails to comply with the terms of this permit.

(5) PERMIT CONDITIONS. Permits issued under this subsection may include conditions established by the City Engineer in addition to the requirements needed to meet the performance standards in 30.07 or a financial guarantee as provided for in 30.11.

(6) PERMIT DURATION. Permits issued under this section shall be valid from the date of issuance through the date the City Engineer notifies the responsible party that all storm water management practices have passed the final inspection required under sub. (4)(d).

30.09 STORM WATER MANAGEMENT PLAN.

(1) STORM WATER MANAGEMENT PLAN REQUIREMENTS. The storm water management plan required under 30.07 (2) shall contain at a minimum the following information:

(a) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of storm water management practices; and person(s) responsible for maintenance of storm water management practices prior to the transfer, if any, of maintenance responsibility to another party.

(b) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.

(c) Pre-development site conditions, including:

1. One or more site maps at a scale of not less than 1 inch equals 100 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed 2 feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all storm water conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the 100 year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to s. NR 811.16, Wis. Adm. Code.

2. Hydrology and pollutant loading computations as needed to show compliance with performance standards. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).

(d) Post-development site conditions, including:
    1. Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.
    2. Explanation of any restrictions on storm water management measures in the development area imposed by wellhead protection plans and ordinances.
    3. One or more site maps at a scale of not less than 1 inch equals 100 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction topographic contours of the site at a scale not to exceed 2 feet; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the storm water management maintenance agreement; flow path and direction for all storm water conveyance sections; location and type of all storm water management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainage way; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.
    4. Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
    5. Results of investigations of soils and groundwater required for the placement and design of storm water management measures. Detailed drawings including cross-sections and profiles of all permanent storm water conveyance and treatment practices.

(e) A description and installation schedule for the storm water management practices needed to meet the performance standards in 30.07.

(f) An operation and maintenance plan developed for the life of the storm water management system including the required maintenance activities and maintenance activity schedule. Said operation and maintenance plan shall also include an inspection checklist or inspection forms to allow the responsible party to perform and document the required inspection and maintenance activities.

(g) Cost estimates for the construction, operation, and maintenance of each storm water management practice.

(h) Other information requested in writing by the City Engineer to determine compliance of the proposed storm water management measures with the provisions of this ordinance.

(i) All site investigations, plans, designs, computations, and drawings shall be certified by a licensed professional engineer to be prepared in accordance with accepted engineering practice and requirements of this ordinance.

(2) In the event that MMSD Chapter 13 Surface Water and Stormwater regulations apply, the storm water management plan shall include sufficient site investigations, plans, designs, computations and drawings to address MMSD Chapter 13 requirements.

(3) ALTERNATE REQUIREMENTS. The City Engineer may prescribe alternative submittal requirements for applicants seeking an exemption to on-site storm water management performance standards under 30.07 (5).

30.10 MAINTENANCE AGREEMENT.

(1) MAINTENANCE AGREEMENT REQUIRED. The storm water management maintenance agreement required under 30.08 (2) for storm water management practices shall be an agreement between the City of Greenfield and the responsible party to provide for maintenance of storm water practices beyond the duration period of this permit. The storm water management maintenance agreement shall be filed with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the storm water management practices.

(3) AGREEMENT PROVISIONS. The storm water management maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by 30.09 (1)(f):

(a) Identification of the storm water facilities and designation of the drainage area served by the facilities.

(b) A schedule for regular maintenance of each aspect of the storm water management system consistent with the storm water management plan required under 30.08 (2).

(c) Identification of the responsible party(s) for long term maintenance of the storm water management practices identified in the storm water management plan required under 30.08 (2).

(d) Requirement that the responsible party(s) shall maintain storm water management practices in accordance with the schedule included in par. (b).

(e) Requirement that the responsible party shall, on an annual basis provide the City with an copy of the prior year's inspection and operation & maintenance records for its storm water management plan, system, BMP's, etc.

(f) A requirement to grant the City a storm water management maintenance agreement (SWMMA) and authorization for the City Engineer to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(g) A requirement on the City Engineer to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.

(g) Agreement that the party designated under par. (c), as responsible for long term maintenance of the storm water management practices, shall be notified by the City Engineer of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City Engineer.

(h) Authorization of the City Engineer to perform the corrected actions identified in the inspection report if the responsible party designated under par. (c) does not make the required corrections in the specified time period. The City Engineer shall enter the amount due on the tax rolls and

collect the money as a special charge against the property pursuant to subch. VII of ch. 66, Wis. Stats.

30.11 FINANCIAL GUARANTEE.

(1) ESTABLISHMENT OF THE GUARANTEE. The City Engineer may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the City Engineer. The financial guarantee shall be in an amount determined by the City Engineer to be the estimated cost of construction and the estimated cost of maintenance of the storm water management system during the period which the designated party in the storm water management maintenance agreement has maintenance responsibility. The financial guarantee shall give the City Engineer the authorization to use the funds to complete the storm water management system if the responsible party defaults or does not properly implement the approved storm water management plan, upon written notice to the responsible party by the City Engineer that the requirements of this ordinance have not been met.

(2) CONDITIONS FOR RELEASE. Conditions for the release of the financial guarantee are as follows:

(a) The City Engineer shall release the portion of the financial guarantee established under this section, less any costs incurred by the City Engineer, following the installation of the storm water management system and the completion of a certification process. For the certification process, the responsible party shall submit a certification letter, "record" drawings and post-construction storm water modeling analysis prepared by a licensed professional engineer certifying that the storm water management system was built in accordance with the approved storm water management plan. For storm water management systems that require a clay liner, engineered soils or other earthen material composition or compaction specifications, said certification shall also include a certification from a professional geotechnical engineer certifying that soil composition and compaction is in accordance with the approved storm water management plan. The City Engineer may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

(b) The City Engineer shall release the portion of the financial guarantee established under this section to assure maintenance of storm water practices, less any costs incurred by the City Engineer, at such time that the responsibility for practice maintenance is passed on to another entity via an approved storm water management maintenance agreement.

30.12 FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the City Engineer and may from time to time be modified by resolution. A schedule of the fees established by the City Engineer shall be available for review at Greenfield City Hall.

30.13 ENFORCEMENT.

(1) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this ordinance by any person, firm, association, or corporation subject to the ordinance provisions shall be deemed a violation unless conducted in accordance with the requirements of this ordinance.

(2) The City Engineer shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of

the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.

(3) Upon receipt of written notification from the City Engineer under sub. (2), the responsible party shall correct work that does not comply with the storm water management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City Engineer in the notice.

(4) If the violations to a permit issued pursuant to this ordinance are likely to result in damage to properties, public facilities, or waters of the state, the City Engineer may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the City Engineer plus interest and legal costs shall be billed to the responsible party.

(5) The City Engineer is authorized to post a stop work order on all land disturbing construction activity that is in violation of this ordinance, or to request the City Attorney to obtain a cease and desist order in any court with jurisdiction.

(6) The City Engineer may revoke a permit issued under this ordinance for non-compliance with ordinance provisions.

(7) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the City Engineer or by a court with jurisdiction.

(8) The City Engineer is authorized to refer any violation of this ordinance, or a stop work order or cease and desist order issued pursuant to this ordinance, to the Common Council for the commencement of further legal proceedings in any court with jurisdiction.

(9) Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a forfeiture of not less than$500.00 dollars or more than $1,000.00 dollars per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.

(10) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctional proceedings.

(11) When the City Engineer determines that the holder of a permit issued pursuant to this ordinance has failed to follow practices set forth in the storm water management plan, or has failed to comply with schedules set forth in said storm water management plan, the City Engineer or a party designated by the City Engineer may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved storm water management plan. The City Engineer shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to 30.11 of this ordinance. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as

a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

30.14 APPEALS.

(1) BOARD OF PUBLIC WORKS. The Board of Public Works, created pursuant to section 2.02 (3) of the City of Greenfield Municipal Code pursuant to 62.23 (7)(e), Wis. Stats., shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City Engineer in administering this ordinance. The Board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the Board may authorize variances from the provisions of this ordinance that are not contrary to the public interest, and where owing to special conditions a literal enforcement of the ordinance will result in unnecessary hardship.

(2) WHO MAY APPEAL. Appeals to the Board of Public Works may be taken by any aggrieved person or by an officer, department, board, or bureau of the City of Greenfield affected by any decision of the City Engineer.

30.15 SEVERABILITY.

If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

30.16 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the Common Council of the City of Greenfield on July 21, 2020.

PART III. This ordinance shall take effect and be in force from and after its passage and publication.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 21st day of July, 2020.

APPROVED:

_____

Michael J. Neitzke, Mayor

ATTEST:

_____

Jennifer Goergen, City Clerk

FIHR 7/8 was cancelled & moved to CC 7/21/20

PACKETS FOR WEDNESDAY, 07 / 08 / 2020 FINANCE MEETING
(MEETING CANCELLED) NOW DIRECT TO COMMON COUNCIL

AP DISBURSEMENT SCHEDULES:

AP CHECKS	6/12/2020	$	393,072.01
AP CHECKS	6/19/2020	$	324,447.43
AP CHECKS/REFUND OVERPYMT PROP TAX	6/25/2020	$	13,418.27
AP CHECKS	6/26/2020	$	633,583.34
WIRE TRANSFERS - 2020		$	
P-CARDS/ 2020 STATEMENT		$	
		TOTAL $	1,364,521.05

CC: PAULA

CC; FINANCE FOLDER

PACKETS FOR TUESDAY, 07 / 21 / 2020 Direct to CC MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	7/2/2020	$	49,981.82
AP CHECKS	7/10/2020	$	131,243.90
AP CHECKS		$	
AP CHECKS		$	
WIRE TRANSFERS - JUNE 2020		$	894,168.15
P-CARDS/ JUN 2020 STATEMENT		$	204,959.83
	TOTAL	$	1,280,353.70

CC: PAULA

CC; FINANCE FOLDER

JUNE 2020
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$1,531,446.75	12/31/2001	variable		$188.81	21901270
Money Mkt/BMO Harris Bank	$511,285.74	6/28/2011	variable		$40.65	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,643,377.64	12/9/2014	variable			
Associated Bank Investments	$6,489,589.12	12/10/2014	variable			
Totals	$15,175,699.25				$229.46	

LOCAL GOVERNMENT INVESTMENT POOL

June 2020 Statement

May Ending Balance		$	24,580,646.91
0 Deposit (s) in June			-
0 Withdrawal(s) in June			-
June Interest Earnings @ 0.14%			2,894.09
	TOTAL	$	24,583,541.00

7/10/2020

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

ACCOUNT CLASSIFICAT 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	

CMAQ Local Let Template

STATE/MUNICIPAL AGREEMENT FOR A LOCALLY LET CMAQ PROJECT Program Name: Congestion Mitigation and Air Quality Improvement (CMAQ) Sub-program #: 211	Date: **July 1, 2020** I.D.: **2984-06-01/71** Project Title: **POWERLINE TRAIL PHASE 1** Location/Limits (as applicable): **W COLD SPRING RD TO 60TH STREET** County**: Milwaukee** Project Length (if applicable): **3 Miles** Counties Served: **Milwaukee** Project Sponsor: **City of Greenfield** Sponsor County**: Milwaukee** MPO Area**: SEWRPC**

The signatory, City of Greenfield, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: **Construction of a 10' multi-use paved path along the WE Energies corridor, starting at W Cold Spring Road and ending at 60th Street (3.0 Miles).**

Need for or Benefits of Project – summarize reasons for request: **The Corridor serves a densely populated area with many commercial, civic and recreational destinations and provides connection to existing trails and multiple municipalities.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **N/A.**

CMAQ Local Let Template

The Project Sponsor agrees to the following FY 2020-2024 CMAQ Program project funding conditions:

The subject project is funded with **80%** federal funding up to a maximum of $1,228,808 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining **20**% and all funds in excess of the $1,228,808 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2026. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 2980-06-01					
Design	$148,538	$118,830	80%*	$29,708	20%*
Design Review #	$24,756	$19,805	80%*	$4,951	20%*
ID 2980-06-71					
Participating Construction	$1,349,223	$1,079,379	80%*	$269,844	20%*
Participating Construction Review #	$13,492	$10,794	80%*	$2,698	20%*
Non-Participating Construction			0%	$0	100%
Total Est. Cost Distribution	$1,536,009	$1,228,808	MAX	$307,201	N/A

*This project has a CMAQ federal funding maximum of $1,228,808. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 2 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Greenfield** (please sign in blue ink.)

Name (print) Title

Signature Date

Signed for and in behalf of the **State** (please sign in blue ink.)

Name (print): Tony Barth Title: SE Region Planning Chief

Signature Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All DBE requirements that the State specifies.

    d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering:

i. Real estate for the improvement:

j. State Review Services.

6. State Disbursements:

a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

8. The work eligible for Federal and State participation will be administered by the Project Sponsor.

9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.

11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.

15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

17. The project is subject to a discretionary DBE goal assessment.

18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.

19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

22. Federal Single Audits of the Project Sponsor:

a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).

b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

25. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner consistent with reasonable industry standards and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

    f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such “Manual on Uniform Traffic Control Devices” as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2026 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

34. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

    Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

36. The Project Sponsor agrees to the following FY 2020-2024 CMAQ program project funding conditions:

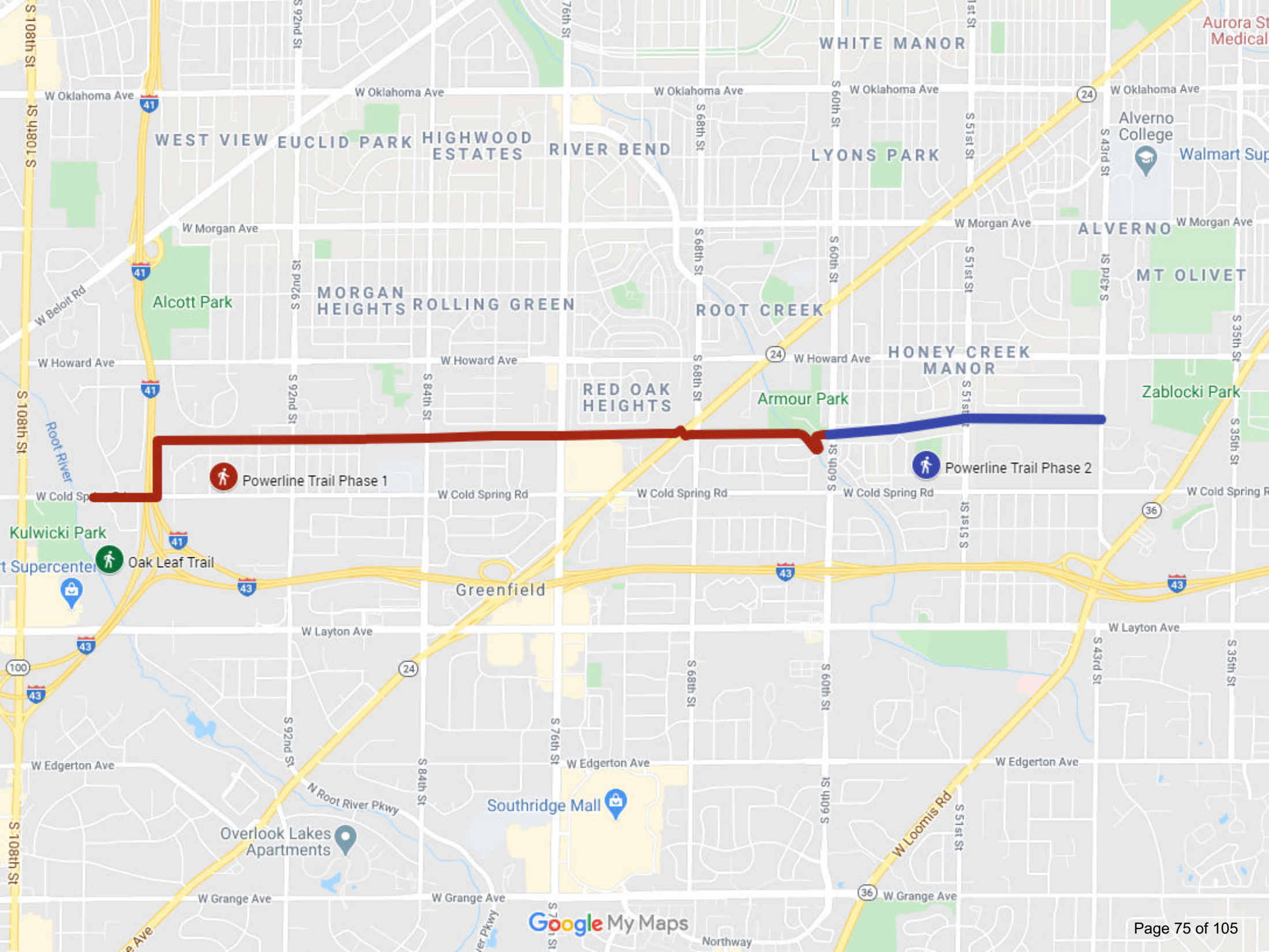
    a. ID 2980-06-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

    b. ID 2980-06-71: Construction:

        i. Costs for construction of bicycle and pedestrian path and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap**.**

    c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement**,** whichever is less**.** The project federal funding maximum of $1,228,808 is cumulative for all federal funded project phases.

[End of Document]


Powerline Trail Phase 1
Powerline Trail Phase 2
Oak Leaf Trail
Kulwicki Park
Alcott Park
Armour Park
Zablocki Park
Alverno College
Overlook Lakes Apartments
Southridge Mall
Greenfield
WHITE MANOR
WEST VIEW
EUCLID PARK
HIGHWOOD ESTATES
RIVER BEND
LYONS PARK
ALVERNO
MT OLIVET
MORGAN HEIGHTS
ROLLING GREEN
ROOT CREEK
RED OAK HEIGHTS
HONEY CREEK MANOR
W Oklahoma Ave
W Morgan Ave
W Howard Ave
W Cold Spring Rd
W Layton Ave
W Edgerton Ave
W Grange Ave
W Loomis Rd
N Root River Pkwy
Root River
W Beloit Rd
S 108th St
S 92nd St
S 84th St
S 76th St
S 68th St
S 60th St
S 51st St
S 43rd St
S 35th St
Google My Maps
Northway

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 21, 2020

RELATING TO:

Discussion and decision to **sign an agreement with the Wisconsin Department of Transportation to accept a grant that will fund 80% of the design and construction costs for the proposed Powerline Trail.**

SUMMARY:

The city has received a grant that will fund 80% of the design and construction costs for the Powerline Trail. The city's share of the project costs will be included in future capital improvement budgets.

	SUMMARY OF COSTS				
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-06-01					
Design	$148,538	$118,830	80%*	$29,708	20%*
Design Review #	$24,756	$19,805	80%*	$4,951	20%*
ID 2980-06-71					
Participating Construction	$1,349,223	$1,079,379	80%*	$269,844	20%*
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Total Est. Cost Distribution	$1,536,009	$1,228,808	MAX	$307,201	N/A

*This project has a CMAQ federal funding maximum of $1,228,808. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X_

RESOLUTION NO. _____

Resolution approving a Development Agreement by and between the City of Greenfield and MRH JV, LLC for development of the property located at 3200 S. 103rd Street

WHEREAS, MRH JV, LLC (the "Developer") has entered into purchase agreements to acquire the real property at 3200 S. 103rd Street (the "Property"), which is an approximately 4-acre vacant site; and,

WHEREAS, the Developer intends to prepare the Property for redevelopment into a three (3)-story, approximately 48,000 sq. ft., 40-bed inpatient physical therapy rehabilitation hospital (the "Project"); and,

WHEREAS, the Community Development Authority of the City of Greenfield (the "Authority") held a public hearing on designating the proposed boundaries and approving a Project Plan for Tax Incremental District No. 7 and approved the resolution through Resolution No. 2020-1on March 25, 2020, for the Development; and,

WHEREAS, the Common Council of the City of Greenfield (the "Council") approved the proposed boundaries and a Project Plan for Tax Incremental District No. 7 through Resolution No. 3742 on April 8, 2020; and,

WEREAS, the Joint Review Board (the "JRB") approved the creation of Tax Incremental District No. 7 through Resolution No. 2020-1 on April 22, 2020; and,

WHEREAS, the City agrees to the terms of the Development Agreement, which is attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Greenfield as follows:

1. A Development Agreement by and between the City of Greenfield and MRH JV, LLC for development of the property located at 3200 S. 103 Street in the form as attached is hereby approved subject to paragraph 3 below.

2. That the Mayor, or his designee, with the approval of the City Attorney, is hereby authorized and directed to take any and all other actions on behalf of the City which he deems necessary or desirable in connection with the aforementioned Development Agreement and/or project, including, without limitation, negotiating, executing, delivering and performing obligations under any and all documents in connection therewith including, without limitation, the sale of land, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements.

3. That the City Attorney be and is hereby authorized to make such non-substantive corrections, changes, modifications, additions and deletions to and from the Development Agreement that he deems necessary to effectuate the intent of this Resolution as well as those substantive changes to Paragraph 3.1.b. of the agreement relating to the timing of the resurfacing of S. 103rd Street and W. Ohio Avenue as may be necessary to address timing and financing needs of the City.

4. The Mayor, City Clerk and other necessary officers are hereby authorized and directed to execute and deliver the aforesaid Development Agreement on behalf of the City of Greenfield.

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

DEVELOPMENT AGREEMENT
GREENFIELD REHABILITATION HOSPITAL

This Development Agreement (the "Agreement") is entered into as of July ___, 2020, by and between MRH JV, LLC, a Texas limited liability company, its successors and assigns ("Developer"), and the City of Greenfield, a Wisconsin municipal corporation ("City"). The parties to this Development Agreement are sometimes referred to herein as a "Party" or as the "Parties".

RECITALS

A. Developer has entered into purchase agreements to acquire the real property located at 3200 S. 103rd Street, Greenfield, Wisconsin, which is more fully described in the attached Exhibit A (the "Property"). The Property is an approximately 4-acre vacant site previously occupied by Schlossmann's Honda as a parking lot for excess inventory.

B. Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the City has created Tax Increment District No. 7 ("TID 7") and approved a project plan for redevelopment within the district (the "TID Project Plan"). The boundaries of TID 7 encompass approximately 6.4 acres including all of the Property as depicted on Exhibit A.

C. Subject to the City's providing the financial assistance set forth herein, Developer intends to acquire the Property, demolish the existing improvements, install new public infrastructure and prepare the Property for redevelopment into a three (3) story, approximately 48,000 sq. ft., 40-bed inpatient physical therapy rehabilitation hospital (the "Project"). A preliminary site plan showing projected future development of the Property is attached hereto as Exhibit B (the "Preliminary Development Plan"), which is consistent with the current zoning of the Property. The Preliminary Development Plan is also consistent with the TID Project Plan.

D. The projected aggregate assessed valuation of the Project and related taxable personal property, when fully developed, is projected to be approximately $18,200,000, as shown on the valuation schedule attached hereto as Exhibit C (the "Project Valuations").

E. The City desires to encourage economic development, expand its tax base, and create new jobs within the City, TID 7 and the Property, all in furtherance of and in compliance with the TID Project Plan. The City finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

F. City and Developer acknowledge and agree that a high-quality development is necessary in order to ensure that TID 7 is successful and pays the City costs outlined below in Sub. 3.1(b) solely from the increment generated by development within TID 7 without resorting to general fund tax dollars.

G. Developer has provided financial information sufficient to demonstrate to the City that Developer has need of financial incentive for the construction and operation of the Project to

be financially viable within a reasonable time frame and, accordingly, the Project would not occur without the financial assistance provided herein.

H. Prudent fiscal management by the City requires that this incentive to the Developer be provided with appropriate assurances to the City that the Project will be developed substantially as presented to the City such that the City and Developer are entering into this Agreement to set forth their respective rights and obligations to facilitate the successful development of the Property and completion of the Project.

I. The City, pursuant to Common Council action dated _____, 2020, has approved the terms of this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf.

AGREEMENTS

In consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEVELOPER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

1.1. All documents which Developer has or will furnish to the City and/or Ehlers are true and correct in all material respects. There are no material adverse changes in these documents except as specifically disclosed by Developer to City in writing.

1.2. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

1.3. Developer is a limited liability company duly formed and validly existing under the laws of the State of Texas. Developer has the power and authority to own its assets and to carry on its business. The execution, delivery and performance of this Agreement have been duly authorized and, to Developer's actual knowledge without duty of inquiry, constitute the valid and binding obligations of Developer, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization and other similar laws affecting the enforceability of creditors' rights.

1.4. To Developer's actual knowledge without duty of inquiry, the execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's articles of organization or operating agreement or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

1.5. To Developer's actual knowledge without duty of inquiry, there is no litigation or proceeding, pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

1.6. Subject to all other terms and conditions of this Agreement, Developer shall complete the Project which shall include demolition of existing improvements, landscaping, filling, grading, removal and installation of utility services, and construction and installation of the Public Improvements (defined below in Sub. c), stormwater facilities, sidewalks, driveways, walkways, curbs and gutters, parking lots, and all other site work and improvements as may be required pursuant to the Preliminary Development Plan that was approved by the Plan Commission on January 14, 2020 and the Common Council on February 19, 2020 for the Project as follows:

a. Developer shall complete its acquisition of the Property not later than December 31, 2020.

b. Project work shall commence within 30 days of date of the acquisition of the Property. Subject to a Force Majeure Event (defined below in paragraph 9.4), Developer shall have completed the demolition of existing improvements on the Property, and shall have commenced work on all necessary Public Improvements set out in Exhibit D, items 4(a) to 4(d) and on the hospital structure no later than 120 days after Developer's acquisition of the Property.

c. Subject to a Force Majeure Event, on or before eighteen (18) months after the Developer's acquisition of the Property, Developer shall have substantially completed the Project. "Substantial Completion" shall be deemed to be the date on which the City building inspector issues a temporary certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions.

d. For any Site Infrastructure Improvements which will be dedicated or conveyed to the City (the "Public Improvements"), such Public Improvements shall be designed and constructed in accordance with the final plans and specifications approved by the City.

1.7. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with detailed plans for the Project as prepared by Developer and approved by the City and the State of Wisconsin, and will promptly correct or cause correction of any defects in construction or material deviations from the approved plans.

1.8. Subject to a Force Majeure Event, once commenced, Developer shall continue and diligently pursue Substantial Completion of the construction of the Project.

1.9. The representations and warranties of Developer contained herein are to the best of Developer's current actual knowledge and are materially true and correct. Developer shall use commercially reasonable efforts to comply with all covenants contained herein at all times during the term of this Agreement.

ARTICLE II
CITY REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

2.1. The City shall cooperate with Developer throughout the development and construction of the Project and shall promptly review and/or process all submissions and applications as expeditiously as possible, taking into account applicable laws, rules, regulations, ordinances, and the actions taken by the various applicable approving bodies.

2.2. Subject to Developer's satisfaction of all of the terms and conditions set forth herein, City shall pay a financial incentive to Developer in an aggregate amount not to exceed $2,200,000.00 to be funded through TID 7 as described in Article III below.

2.3. The City, pursuant to Common Council action dated July _____, 2020, has approved the terms of this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf.

ARTICLE III
FINANCIAL INCENTIVE TO DEVELOPER

3.1. In consideration for the development and construction of the Project by Developer in the time and manner required herein, the City agrees to pay a financial incentive to the Developer in a maximum amount of $2,200,000.00 (the "Incentive"). The City further agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the "MRO"), in the maximum amount of $2,200,000.00. The total Incentive shall be paid pursuant to the following:

a. Payment of the Incentive shall be paid annually from the Available Tax Increment generated by the Project. "Available Tax Increment" means the Tax Increment actually collected by the City with respect to the Property (including Tax Increment on personal property). More specifically, the Available Tax Increment for purposes of this Agreement will reflect the difference between the amount of tax collected on the equalized value of the Property as determined as on January 1, 2020, and the annual tax on the equalized value of the Property with the building and site improvements contemplated in this Agreement, and taxable personal property installed on the Property, and which tax is actually collected by the City (whether collected from Developer, the then owner of the Property, or any tenant(s) of the Property) for the TID 7 Special Fund. The obligation to make such payments shall terminate as provided in paragraphs 3.3, 3.5 and/or 9.11, or at the earlier of the end of the tenth (10^{th}) year after Substantial Completion of the Project or the date the full Incentive has been paid to Developer, or as provided in paragraph 3.8. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID 7.

b. Any payment to Developer hereunder shall be paid solely from the Available Tax Increment remaining after the City (1) is reimbursed $250,000.00 for the resurfacing of S. 103 St. and W. Ohio Ave., (2) is reimbursed $15,000.00 for TID creation fees and expenses, and (3) after the City retains $4,500.00 in year 1 for TID administrative fees, which shall increase by 2% in each successive year. For the purposes of illustration, a payment allocation of Available Tax Increment is shown on the Cash Flow Projection contained in the attached Exhibit C. The resurfacing of S. 103 St. and W. Ohio Ave. shall be completed by the City within one (1) calendar year of the substantial completion of the Project.

c. Payments on the MRO shall be payable solely from the TID 7 Special Fund only to the extent that the City shall have received as of such payment date Available Tax Increment generated by the Project and the Property, and provided that no MRO Default (as such term is defined in paragraph 3.7 below) shall have occurred. Payments on the MRO shall not be an obligation of, or a charge against, the City's general credit or taxing power.

d. Payments to Developer on the MRO shall commence with the first tax bill after the Project is completed by the Developer and the City is reimbursed for the amounts described in Sub. b (1) and (2). above. For Available Tax Increment paid on behalf of the Project and collected by the City on or before the July 31st due date for each year, the payment date for the MRO shall be September 1st. By way of example, if the Developer completes the project prior to the tax bill generated in December of 2021, which would be paid by Developer on or before July 31, 2022, the MRO payment to Developer would be on September 1, 2022 provided that there is Available Tax Increment after reimbursing the City's costs. All obligations for payment of the MRO shall terminate with the end of the final year of TID 7 as provided in Wis. Stat. § 66.1105, or may be sooner terminated as provided herein.

3.2. Developer understands and agrees that the MRO hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Wis. Stat. § 66.1105, with respect to the Property, and no MRO Default (as such term is defined in paragraph 3.7 below) has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Wis. Stat. § 66.1105.

3.3. To satisfy in full the City's current and future obligations to the Developer under the MRO, the City shall have the right to prepay the outstanding balance of the MRO at any time. This prepayment option is available to provide the City the option to terminate TID 7 early.

3.4. Except as set forth in paragraph 3.3 above, the City shall not pay more to the Developer than the total amount of Available Tax Increment generated by the Project and collected by the City during the term of this Agreement.

3.5. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially

reduced, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

3.6. THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THIS AGREEMENT. THE CITY'S OBLIGATION TO MAKE PAYMENTS HEREUNDER IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT.

3.7. The occurrence of any one or more of the following events shall constitute a MRO Default hereunder:

a. The Developer fails to make any property tax payment (including any installment payments authorized by law) within the time required by statute.

b. The Developer shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature beyond any applicable notice and cure periods with creditor(s); or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Owner shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its assets.

c. Developer ceases to exist.

d. (i) Developer sells or otherwise transfers the Property to an entity that is controlled by someone other than the principal owners of Developer (unless such sale or transfer is the result of a merger) and (ii) the Property is no longer utilized in the same manner as Developer utilizes the Property.

e. Any portion of the Property becomes exempt from general property taxation.

3.8. Except as otherwise set forth in this Agreement, upon the occurrence of any MRO Default, without further notice, demand or action of any kind by the City shall have the right to suspend performance of any of its obligations or covenants under this Article III.

ARTICLE IV
PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

4.1. Throughout the statutory life of TID 7, unless TID 7 is sooner terminated as set forth herein, Developer will pay (or cause to be paid) all ad valorem property taxes properly assessed against any portion of the Property owned by the Developer before such taxes become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Project Site.

4.2. In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of TID 7, then for the remaining life of TID 7 (the "PILOT Term"), the then owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor, subject to the then owner's right to contest such determination) had it not been exempt. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such then owner in the amount of the unpaid payments provided any recoveries are limited to the amount then due. Notwithstanding the levying of such special assessment, the payment obligation under this Article IV shall be the personal obligation of the then owner of the exempt portion of the Property (where prior owners, including Developer, would not be liable if not the then owner of the exempt portion(s) of the Property). The covenant contained in this Article IV shall be deemed to be a covenant running with the land and shall be binding upon the then owners of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then owners of an exempt portion of the Property. The covenants and obligations set forth in this Article may be embodied in a separate document and recorded against the Property as provided herein.

4.3. In the event that paragraph 4.2. is triggered during the life of TID 7, and on Developer's recognition of the services that will be provided to the Property by the City even after the closure of TID 7, upon the closure of TID 7 the Developer shall continue to make a PILOT payment except that the calculation of the payment shall change to reflect that the PILOT payment will be equal only to the City's share of the total tax bill. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner in the amount of the unpaid payments provided any recoveries are limited to the amount then due. Notwithstanding the levying of such special assessment, the payment obligation under this Article IV shall be the personal obligation of the then owner of the exempt portion of the Property. The covenant contained in this Article IV shall be deemed to be a covenant running with the land and

shall be binding upon the then owners of any portion of the Property until such time as the Property becomes taxable. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then owners of an exempt portion of the Property. The covenants and obligations set forth in this Article may be embodied in a separate document and recorded against the Property as provided herein.[1]

ARTICLE V
NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, or any contractor or subcontractor employed by Developer.

ARTICLE VI
CONFLICT OF INTEREST

No elected official, member, officer, or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VII
WRITTEN NOTICES

All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Paragraph of a change of address:

If to the City:

City of Greenfield
Attention: City Clerk
7325 W. Forest Home Avenue
Greenfield, WI 53220-3356

With copy to:

Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church Street
Franklin, WI 53132

[1] Discuss Section 4.3 and understand why included.

If to Developer:

MRH JV, LLC
C/o New Era Companies, LLC
801 Hanover Drive, Suite 650
Grapevine, Texas 76051

With copy to:

Coats Rose
14755 Preston Road, Suite 600
Dallas, Texas 75254-6825
Attn: Terry A. Douglas

With additional copy to:

Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202
Attn: Derek J. Taylor

ARTICLE VIII
DEFAULT

8.1. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Developer or the City shall fail to pay any amounts when due under this Agreement and further fails to pay such amounts on or before five (5) days following written notice of such failure; or

b. Any material representation or warranty made by Developer or City in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given, and such representation, warranty, document, or financial statement cannot be cured or corrected within ten (10) days following written notice of such failure; or

c. Except as provided for in Sub. a., Developer or the City shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other Party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching Party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching Party uses commercially reasonable and diligent efforts during

such 30-day period; (ii) the breaching Party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

d. An MRO Default occurs under paragraph 3.7; or

e. A default shall occur beyond any applicable notice and cure period(s) under any other documents executed and delivered by Developer to the City in connection with the Project.

8.2. Except as otherwise set forth in this Agreement, upon the occurrence of any Default, subject to notice and cure periods provided herein, the non-defaulting Party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting Party and/or the Project. The non-defaulting Party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

8.3. In the event of a default by either Party, all reasonable fees, costs and expenses incurred by the prevailing Party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the non-prevailing Party, including without limitation the enforcement of the prevailing Party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE IX
MISCELLANEOUS

9.1. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority in connection with Developer's development, construction, management and operation of the Project.

9.2. All reasonable fees, costs and expenses incurred by the City, including that for City Staff time and attorney's fees, in connection with the negotiation, preparation and enforcement of this Agreement, and all documents and agreements executed in connection therewith shall be paid by Developer.

9.3. Time is of the essence of each and every obligation or agreement contained in this Agreement.

9.4. If Developer is delayed or prevented from timely commencing or completing construction of the Project, by reason of fire, earthquake, war, flood, material shortages, riot,

strikes, labor disputes, governmental restrictions, judicial order, public emergency, acts of God (including but not limited to pandemics and COVID-19 related events or closures), or other similar causes beyond the reasonable control of the Party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

9.5. A memorandum of this Agreement, in form and content acceptable to both Parties, shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin it being understood by the parties that this Agreement will run with the land and will be binding upon the Property and any owner, lessee and/or mortgagee of all or any portions of the Property and their successors and assigns.

9.6. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

9.7. This Agreement may not be assigned by the Developer (including for a sale or transfer as contemplated in Section 3.7(d) hereof) without the City's consent, which may not be unreasonably withheld by the City. Developer may collaterally assign this Agreement to Developer's construction lender or to other lenders for the Project. In the event that such construction lender or any other lender forecloses on its collateral and succeeds to ownership any portion of the Project Site, the City shall fulfill its obligations hereunder provided that such construction lender or other lender assumes in writing all of the obligations of Developer hereunder. Notwithstanding the foregoing, the Developer shall be able to assign its rights and obligation hereunder to a related entity, affiliate, or subsidiary without the City’s consent, but with prior written notice to the City.

9.8. Developer shall not be released from any of its obligations hereunder by any sale, foreclosure or other conveyance of all or any portion of the Property or the MRO, either before or after completion of the Project, without the written consent of the City.

9.9. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

9.10. Developer shall have the right to terminate this Agreement immediately upon written notice to the City in the event that Developer determines that it will not be able to satisfy the City’s preconditions to funding of the Grant as set forth in Article I. In the event of a termination under this paragraph 9.10, Developer shall reimburse the City for its actual costs in creating TID 7.

9.11 This Agreement shall automatically terminate and be of no further force or effect upon the last to occur of all of the following:

a. Timely completion of all of Developer's responsibilities herein.

b. Payment in full by both Parties of all amounts due under this Agreement.

c. Payment in full by Developer to the City of any sums due in connection with a demand or claim that has been made by the City upon Developer in connection with an alleged default in its obligations under this Agreement.

d. The expiration of the PILOT Term.

e. The Closure of TID 7.

Upon the occurrence of all the foregoing, the City agrees to execute and record in the Office of the Register of Deeds for Milwaukee County a memorandum of termination of this Agreement.

9.12 In the event that items a through c of paragraph 9.11, above, have occurred, and provided that there are then no outstanding unsatisfied claims by the City against Developer under this Agreement, then upon the request of Developer:

a. The City and Developer shall execute and record with the Register of Deeds a restrictive covenant encumbering the Project Site with the restrictions and conditions set forth in Article V that shall run for the duration of the PILOT Term; and

b. The City shall execute and record with the Register of Deeds a memorandum of termination of this Agreement with respect to its application to any purchaser, lender or other party claiming or obtaining an interest in the Project Site.

9.13. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

9.14. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this Project shall inure to the Developer, its heirs, successors or assigns.

9.15. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The City's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.16. No approval by the City Attorney, city staff, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the Municipal Code, or any statute or regulation governing the improvements.

9.17. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

9.18. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith, except as otherwise provided herein.

9.19. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

9.20. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin. Any disputes hereunder shall be venued in the State of Wisconsin Circuit Court in and for Milwaukee County.

9.21. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile and email signatures shall be deemed original signatures for all purposes of this Agreement.

In Witness Whereof, this Agreement is executed as of the date first above written.

[SIGNATURE PAGES FOLLOW]

CITY OF GREENFIELD

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of July, 2020, the above-named, Michael J. Neitzke, Mayor, and Jennifer Goergen, City Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of the above-named municipal corporation, City of Greenfield, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By_____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

_____
Paula Schafer, Comptroller Date

APPROVED AS TO FORM:

_____
Brian C. Sajdak, City Attorney Date

Common Council Approval on:

MRH JV, LLC,
a Texas limited liability company

By: NEC WB VENTURES, LLC,
a Texas limited liability company

By: _____
Daryn Eudaly, Manager

By: _____
Alex Bennett, Manager

STATE OF)
) SS
COUNTY OF)

Personally came before me this ____ day of July, 2020, the above-named, Daryn Eudaly and Alex Bennett, each to me known to be the persons who executed the foregoing instrument and to me known to be such Managers of NEC WB Ventures, LLC, a Texas limited liability company, the Manager of MRH JV, LLC, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said company.

By_____
Print Name: _____
Notary Public, _____
My Commission Expires:

SCHEDULE OF EXHIBITS

EXHIBIT A The Property – Legal Description

EXHIBIT B Preliminary Development Plan

EXHIBIT C Project Valuations

EXHIBIT D Site Infrastructure

EXHIBIT A

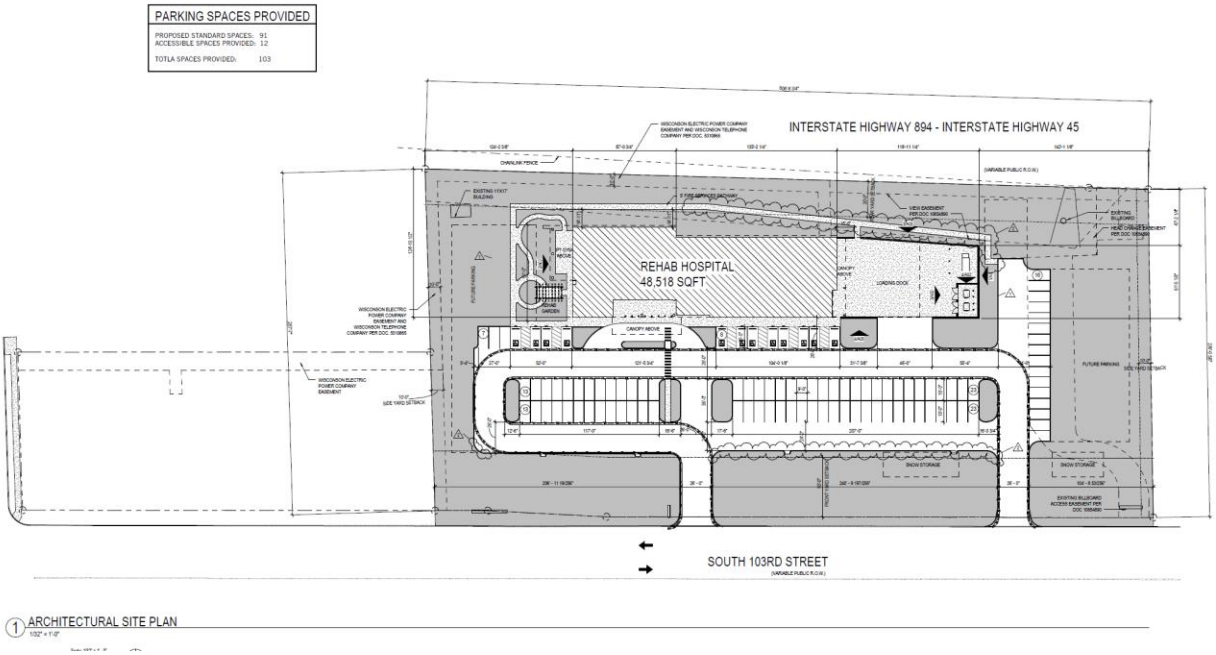
The Property – Legal Description

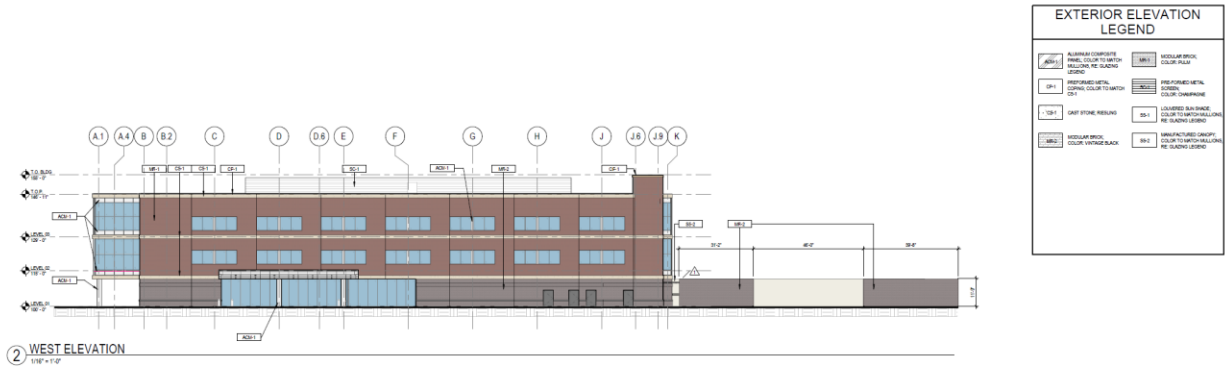
Lot 1 of Certified Survey Map No. 8402, being a part of the Northwest ¼ Section 17, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

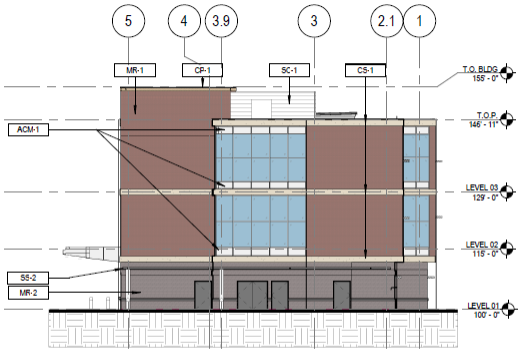
Depiction of TID 7 (Project Boundary as set forth below)

EXHIBIT B

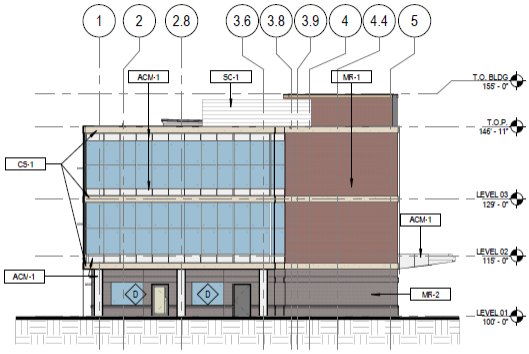
Preliminary Development Plan







2 SOUTH ELEVATION
1/16" = 1'-0"



1 NORTH ELEVATION
1/16" = 1'-0"

EXHIBIT C

Project Valuations

City of Greenfield, Wisconsin

Tax Increment District # 7

Development Assumptions

Construction Year		Actual	Rehab Hospital	Area B	Annual Total	Construction Year	
1	2020		10,416,893		10,416,893	2020	1
2	2021		7,826,472		7,826,472	2021	2
3	2022				0	2022	3
4	2023				0	2023	4
5	2024				0	2024	5
6	2025				0	2025	6
7	2026				0	2026	7
8	2027				0	2027	8
9	2028				0	2028	9
10	2029				0	2029	10
11	2030				0	2030	11
12	2031				0	2031	12
13	2032				0	2032	13
14	2033				0	2033	14
15	2034				0	2034	15
16	2035				0	2035	16
17	2036				0	2036	17
18	2037				0	2037	18
19	2038				0	2038	19
20	2039				0	2039	20
21	2040				0	2040	21
22	2041				0	2041	22
23	2042				0	2042	23
24	2043				0	2043	24
25	2044				0	2044	25
26	2045				0	2045	26
27	2046				0	2046	27
	Totals	0	18,243,365	0	18,243,365		

Notes: Development assumptions determined based upon income approach net current propery value

City of Greenfield, Wisconsin

Tax Increment District # 7

Tax Increment Projection Worksheet

Type of District	Rehabilitation		Base Value	2,034,456
District Creation Date	April 8, 2020		Appreciation Factor	0.00%
Valuation Date	Jan 1,	2020	Base Tax Rate	$25.47
Max Life (Years)	27		Rate Adjustment Factor	-0.50%
Expenditure Period/Termination	22	4/8/2042		
Revenue Periods/Final Year	27	2048		
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	
Eligible Recipient District	Yes		Taxable Discount Rate	1.50%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2020	10,416,893	2021	0	10,416,893	2022	$25.34	**263,957**
2	2021	7,826,472	2022	0	18,243,365	2023	$25.21	**459,963**
3	2022	0	2023	0	18,243,365	2024	$25.09	**457,663**
4	2023	0	2024	0	18,243,365	2025	$24.96	**455,375**
5	2024	0	2025	0	18,243,365	2026	$24.84	**453,098**
6	2025	0	2026	0	18,243,365	2027	$24.71	**450,832**
7	2026	0	2027	0	18,243,365	2028	$24.59	**448,578**
8	2027	0	2028	0	18,243,365	2029	$24.47	**446,335**
9	2028	0	2029	0	18,243,365	2030	$24.34	**444,104**
10	2029	0	2030	0	18,243,365	2031	$24.22	**441,883**
11	2030	0	2031	0	18,243,365	2032	$24.10	**439,674**
12	2031	0	2032	0	18,243,365	2033	$23.98	**437,475**
13	2032	0	2033	0	18,243,365	2034	$23.86	**435,288**
14	2033	0	2034	0	18,243,365	2035	$23.74	**433,112**
15	2034	0	2035	0	18,243,365	2036	$23.62	**430,946**
16	2035	0	2036	0	18,243,365	2037	$23.50	**428,791**
17	2036	0	2037	0	18,243,365	2038	$23.39	**426,647**
18	2037	0	2038	0	18,243,365	2039	$23.27	**424,514**
19	2038	0	2039	0	18,243,365	2040	$23.15	**422,392**
20	2039	0	2040	0	18,243,365	2041	$23.04	**420,280**
21	2040	0	2041	0	18,243,365	2042	$22.92	**418,178**
22	2041	0	2042	0	18,243,365	2043	$22.81	**416,087**
23	2042	0	2043	0	18,243,365	2044	$22.69	**414,007**
24	2043	0	2044	0	18,243,365	2045	$22.58	**411,937**
25	2044	0	2045	0	18,243,365	2046	$22.47	**409,877**
26	2045	0	2046	0	18,243,365	2047	$22.35	**407,828**
27	2046	0	2047	0	18,243,365	2048	$22.24	**405,789**
	Totals	**18,243,365**		**0**			**Future Value of Increment**	**11,504,610**

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of Greenfield, Wisconsin

Tax Increment District # 7

Cash Flow Projection

Year	Projected Revenues		Expenditures				Balances			Year
	Tax Increments	Total Revenues	Municipal Revenue Obligation (MRO) 2,200,000 Dated Date: TBD Principal	Street Improvements	Admin.	Total Expenditures	Annual	Cumulative	MRO Outstanding	
2020		0				0	0	0	2,200,000	2020
2021		0				0	0	0	2,200,000	2021
2022	263,957	263,957		248,215	15,000	263,215	742	742	2,200,000	2022
2023	459,963	459,963	452,500	1,785	4,500	458,785	1,178	1,920	1,747,500	2023
2024	457,663	457,663	452,500		4,590	457,090	573	2,493	1,295,000	2024
2025	455,375	455,375	450,000		4,682	454,682	693	3,186	845,000	2025
2026	453,098	453,098	445,000		4,775	449,775	3,322	6,508	400,000	2026
2027	450,832	450,832	400,000		4,871	404,871	45,961	52,470	0	2027
2028	448,578	448,578			4,968	4,968	443,610	496,080	0	2028
2029	446,335	446,335				0	446,335	942,415	0	2029
2030	444,104	444,104				0	444,104	1,386,519	0	2030
2031	441,883	441,883				0	441,883	1,828,402	0	2031
2032	439,674	439,674				0	439,674	2,268,076	0	2032
2033	437,475	437,475				0	437,475	2,705,551	0	2033
2034	435,288	435,288				0	435,288	3,140,839	0	2034
2035	433,112	433,112				0	433,112	3,573,951	0	2035
2036	430,946	430,946				0	430,946	4,004,897	0	2036
2037	428,791	428,791				0	428,791	4,433,688	0	2037
2038	426,647	426,647				0	426,647	4,860,336	0	2038
2039	424,514	424,514				0	424,514	5,284,850	0	2039
2040	422,392	422,392				0	422,392	5,707,241	0	2040
2041	420,280	420,280				0	420,280	6,127,521	0	2041
2042	418,178	418,178				0	418,178	6,545,699		2042
2043	416,087	416,087				0	416,087	6,961,786		2043
2044	414,007	414,007				0	414,007	7,375,793		2044
2045	411,937	411,937				0	411,937	7,787,730		2045
2046	409,877	409,877				0	409,877	8,197,607		2046
2047	407,828	407,828				0	407,828	8,605,435		2047
2048	405,789	405,789				0	405,789	9,011,223		2048
Total	11,504,610	11,504,610	2,200,000	250,000	43,387	2,493,387				Total

Notes:

Projected TID Closure

EXHIBIT D

Site Infrastructure

1. Demolition
    a. Hazardous Waste Abatement if required by Developer's environmental engineer report and the Wisconsin Department of Natural Resources
    b. Pavement or other Structure removal

2. Environmental
    a. LUST cleanup if necessary

3. Site Grading and Geotechnical
    a. Erosion Control
    b. Earthwork
    c. Restoration

4. Streets, Utilities, and Pedestrian Elements located in the public right-of-way
    a. Sanitary Sewer Connections
    b. Water Main Connections
    c. Storm Sewer Connections
    d. Driveway Closures per Plan
    e. Street Trees & Landscaping per Plan
    f. Gas, Electric Connections

5. Storm Water Management Systems
    a. Bio-retention Ponds/Swales

Notes:

1. Public Improvements consists of Items 4a through 4d

2. All items subject to change based on final configuration, design, and specifications.

Committee: Common Council, July 21, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 21, 2020

RELATING TO:

Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 8, 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.

Event Date	Start Time	Beer/Band Finish	End Time
Saturday, 8/8	8:00 a.m.	4:00 p.m.	4:00 p.m.

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

Live music 11:00am-4:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 8, 2020 and all applicable licenses/permits.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER __

Committee: Common Council, July 21, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 21, 2020

RELATING TO:

Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 15, 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.

Event Date	Start Time	Beer/Band Finish	End Time
Saturday, 8/15	8:00 a.m.	4:00 p.m.	4:00 p.m.

Set-up: Friday, 8/14, 8:00am
Breakdown: Monday, 8/17, 8:00am

Live music 11:00am-4:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 15, 2020 and all applicable licenses/permits.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER __

Committee: Common Council, July 21, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 21, 2020

RELATING TO:

Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 22, 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.

Event Date	Start Time	Beer/Band Finish	End Time
Saturday, 8/22	8:00 a.m.	4:00 p.m.	4:00 p.m.

Set-up: Friday, 8/21, 8:00am
Breakdown: Monday, 8/24, 8:00am

Live music 11:00am-4:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 22, 2020 and all applicable licenses/permits.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER __

Committee: Common Council, July 21, 2020 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 21, 2020

RELATING TO:

Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 29, 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.

Event Date	Start Time	Beer/Band Finish	End Time
Saturday, 8/29	8:00 a.m.	4:00 p.m.	4:00 p.m.

Set-up: Friday, 8/28, 8:00am
Breakdown: Monday, 8/31, 8:00am

Live music 11:00am-4:00pm. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley 2020 Freedom Music Series event, to be located at 6221 W. Layton Ave., August 29, 2020 and all applicable licenses/permits.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER __