



COMMON COUNCIL MEETING AGENDA – 3rd REVISION

Tuesday, December 15, 2020 - 7:00 PM

The City of Greenfield Plan Commission has also been scheduled to meet at such time and place and upon quorum and call to order, shall then meet concurrently with the City of Greenfield Common Council upon the subject matter listed at item I.1. below.

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

Public comments will be accepted in writing only.

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

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

To register to attend the meeting, please go to:

https://zoom.us/webinar/register/WN_8aPBscCDTkmxO09mVfd6IA

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 December 1, 2020 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on the City of Greenfield Comprehensive Plan Update.
 - a. Approve the Ordinance to adopt the City of Greenfield Comprehensive Plan Update.
 - 2. Public Hearing on the Ordinance to adopt a Land Use Map amendment to the 2008 City of Greenfield Comprehensive Plan for the properties located at 50** S. 124 St from Public Park & Open Space to Mixed Residential (Tax Key No. 611-8972-001) and for the properties located at 50** S. 124 St. from Single Family to Mixed Residential (Tax Key Nos. 611-8968-000 and 611-8967-000), and an Ordinance to amend the official Greenfield Zoning Map by rezoning the properties located at 50** S. 124 St. from R-1 Single-Family Residential District to PUD Planned Unit Development – Residential. (Tax Key Nos. 611-8972-001, 611-8968-000 and 611-8967-000) (PC-10/13/20 Kastner)
 - a. Approve the Ordinance to adopt a Land Use Map amendment to the 2008 City of Greenfield Comprehensive Plan for the properties located at 50** S. 124 St from Public Park & Open Space to Mixed Residential (Tax Key No. 611-8972-001) and for the properties located at 50** S. 124 St. from Single Family to Mixed Residential. (Tax Key Nos. 611-8968-000 and 611-8967-000) (PC 10/13/20 Kastner)
 - b. Approve the Ordinance to amend the official Greenfield Zoning Map by rezoning the properties located at 50** S. 124 St. from R-1 Single-Family Residential District to PUD Planned Unit Development – Residential. (Tax Key Nos. 611-8972-001, 611-8968-000 and 611-8967-000) (PC-10/13/20 Kastner)
 - c. Approve the Site, Landscaping and Architectural Plans for The Grove, a proposed multifamily apartment complex, to be located at 50** S. 124 St, submitted by James Heffernan, d/b/a DOMI Development, LLC. (Tax Key Nos. 611-8972-001, 611-8968-000 and 611-8967-000) (PC-10/13/20 Kastner)
 - 3. Public Hearing on a Special Use Permit for a beer store within Speedway, an existing business located at 4265 S. 60 St., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 572-8939-000) (PC-11/10/20 Kastner)
 - a. Approve the Resolution for a beer store within Speedway, an existing business located at 4265 S. 60 St., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 572-8939-000) (PC-11/10/20 Kastner)
 - b. Approve the Site Plan Review for a beer and wine store within Speedway, an existing business located at 4265 S. 60 St., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 572-8939-000) (PC-11/10/20 Kastner)
 - 4. Public Hearing on a Special Use Permit for a beer store within Speedway, an existing business located at 3390 W. Loomis Rd., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 553-0426-002) (PC-11/10/20 Kastner)

- a. Approve the Resolution for a beer store within Speedway, an existing business located at 3390 W. Loomis Rd., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 553-0426-002) (PC-11/10/20 Kastner)
 - b. Approve the Site Plan Review for a beer and wine store within Speedway, an existing business located at 3390 W. Loomis Rd., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 553-0426-002) (PC-11/10/20 Kastner)
 5. Public Hearing on a Special Use Permit for a beer store within Speedway, an existing business located at 6000 W. Layton Ave., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 603-0198-001) (PC-11/10/20 Kastner)
 - a. Approve the Resolution for a beer store within Speedway, an existing business located at 6000 W. Layton Ave., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 603-0198-001) (PC-11/10/20 Kastner)
 - b. Approve the Site Plan Review for a beer and wine store within Speedway, an existing business located at 6000 W. Layton Ave., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 603-0198-001) (PC-11/10/20 Kastner)
 6. Public hearing on a Special Use Permit for Falcon One, a proposed tobacco store to be located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One, Inc. (Tax Key No. 563-9986-008) (PC-11/10/20 Kastner)
 - a. Approve the Resolution for Falcon One, a proposed tobacco store to be located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One, Inc. (Tax Key No. 563-9986-008) (PC-11/10/20 Kastner)
 - b. Approve the Site Plan Review for Falcon One, a proposed tobacco store to be located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One, Inc. (Tax Key No. 563-9986-008) (PC-11/10/20 Kastner)
 7. Public Hearing on an Ordinance to amend the official Greenfield Zoning Map by rezoning various properties on the east side of the 4000-4400 blocks of W. Loomis Road and on the north side of the 4000-4400 blocks of W. Layton Avenue to a newly created PUD Planned Unit Development District (PUD #2). (PC-11/10/20 Kastner)
 - a. Approve the Ordinance to amend the official Greenfield Zoning Map by rezoning various properties on the east side of the 4000-4400 blocks of W. Loomis Road and on the north side of the 4000-4400 blocks of W. Layton Avenue to a newly created PUD Planned Unit Development District (PUD #2). (PC-11/10/20 Kastner)
 8. Public Hearing on an Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 4267 W. Loomis Rd. from no official zoning district to I Institutional District (Tax Key No. 600-9956-006) (PC-12/08/20 Kastner)
 - a. Approve the Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 4267 W. Loomis Rd. from no official zoning district to I Institutional District. (Tax Key No. 600-9956-006) (PC-12/08/20 Kastner)
- J. Old Business
1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One alternate member to the Board of Review for a term to expire 5/1/25 (newly created position)

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. A Resolution Extending the City of Greenfield Public Health Emergency Declaration in Response to COVID-19 Until March 3, 2021 (Sajdak)
2. Discussion/decision to adopt an ordinance relating to placement of campaign signs within the city (Sajdak)
3. Approve applications for 2020-2021 operator licenses (Goergen)
4. Approve a change of agent from Scott Hopkins to Joel E. Van Winkle, 1133 Kilbride Dr., Racine, WI for the "Class A" beer and liquor license held by Mega Marts, LLC, 4279 S. 76th St. (Pick 'n Save #887). (Goergen)
5. Approve application for 2020-2021 Entertainment License received from Brass Brew City Inc., Andrew Grossman, Agent, for the property at 7808 W. Layton Ave. (The Brass Tap - Greenfield)(Indoor: occasional live music, jukebox, dart board. Outdoor: occasional live music on 800 sq ft patio). (Goergen)
6. Approve application for a 2020-2021 "Class B" beer and liquor license received from Brass Brew City Inc., Andrew Grossman, Agent, for the property at 7808 W. Layton Ave. (The Brass Tap - Greenfield)(3200 sq ft bar and restaurant located at the corner of a strip mall, 800 sq ft of which is a kitchen. Serving craft beer with 80 beers on tap, craft cocktails and upscale pub food. 600 sq ft patio, used for enjoyment of alcoholic beverages and food.) (Goergen)
7. Approve a Special Use Review and a Site Plan Review for an ownership change to The Brass Tap, an existing tavern and restaurant located at 7808 W. Layton Ave., submitted by Andrew Grossman, d/b/a Brass Brew Crew, Inc. (Tax Key No. 605-9956-005) (PC-12/08/20 Kastner)
8. Approve a Special Use Review and a Site Plan Review for a tenancy change to REIS Automotive, an auto repair facility to be located at 4100 W. Loomis Rd., submitted by Matt Maurice, d/b/a REIS Automotive. (Tax Key No. 600-0121-000) (PC-12/08/20 Kastner)
9. Discussion/decision regarding renewing the City's 2021 insurance policies (which include: liability, auto liability, worker's comp, property, crime, cyber liability, employment practices liability, equipment breakdown/B&M, pollution liability, and storage tanks) and authorize the City Clerk and Mayor to sign related paperwork. (Goergen)
10. Claims received:
 - a. From Randall Heule (Goergen)
 - b. From Craig & Sonia Moore (Goergen)
11. Approve MOU between the Milwaukee County Register of Deeds and the City of Greenfield for free Laredo access. (Goergen)
12. Discussion and decision to approve Memorandum of Understanding between the West Allis Health Department WIC Program and the Greenfield Health Department Public Health Nursing Programs. (F&HR Saryan 12-9-2020)
13. Approval of mileage reimbursement in the amount of \$427.70. (F&HR Saryan 12-9-2020)

14. Approval of schedules of disbursements in the amount of \$1,739,109.87. (F&HR Saryan 12-9-2020)
15. Discussion and decision to approve compensatory vacation for five health department positions, one fire department position, one human resources position and for Human Resources Administrator and Finance Director to proceed as directed; and for Health Officer is subject to a temporary pay adjustment, effective with first full pay period in January 2021, ending last full pay period in June, 2021 and to re-examine pay adjustment in June 2021. (F&HR Saryan 12-9-2020)
16. Discussion and decision to approve approve a resolution as presented for the 2021 Non-Rep Resolution and Command Staff and various adjustments to job descriptions, salary ranges and organizational charts as required, including salary adjustments for Fire and Police Chiefs. (F&HR Saryan 12-9-2020)
17. Discussion and decision to approve a resolution to set the salary and benefits of the City Attorney for 2021. (F&HR Saryan 12-9-2020)
18. Discussion and decision to establish an ordinance for salaries and expense allowances for Mayor and Alderpersons for the City. (F&HR Saryan 12-9-2020)
19. Discussion and decision to approve one-year addendum for the existing Tactical Athlete Health and Performance Institute (TAHPI) agreement to extend services during 2021. (F&HR Saryan 12-9-2020)
20. Discussion and decision to revise a job description, recruit and hire for the plumbing inspector position. (Porter)
21. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(e) & (f) for the purpose of deliberating or negotiating the sale of public properties or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems; for the following:
 - a. Discussion and decision to sell excess City-owned land at 2813 W. Layton Ave. (Porter)
 - b. Ratification of Resignation Agreement with a Firefighter/Paramedic in the Fire Department (Sajdak)
22. Adjourn closed session and reconvene into open session
23. Decision regarding selling excess City-owned land at 2813 W. Layton Ave.
24. Decision regarding Ratification of Resignation Agreement with a Firefighter/Paramedic in the Fire Department

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.

Notice is given that a majority of members of the Greenfield Plan Commission may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Plan Commission per State ex rel. Badke v. Greendale Village Bd., though the Plan Commission will not take formal action at this meeting except as otherwise publicly noticed.

ORDINANCE NO. _____

ORDINANCE TO ADOPT AN UPDATE TO THE
CITY OF GREENFIELD COMPREHENSIVE PLAN

The Common Council of the City of Greenfield, Wisconsin, does ordain as follows:

WHEREAS, the City of Greenfield on November 18, 2008 adopted the City of Greenfield Comprehensive Plan as the City's Comprehensive Plan under Sec. 66.1001(4) of the Wisconsin Statutes, with said Plan including procedures for consideration of amendment and update; and,

WHEREAS, the City of Greenfield has determined that a review and update to the City's Comprehensive Plan is necessary to ensure that the Comprehensive Plan goals and objectives are consistent with current needs and to meet the State requirement to update the Comprehensive Plan every ten years; and,

WHEREAS, Sec. 66.1001(4) of the Wisconsin Statutes, establishes the required procedure for a local government to amend and update a Comprehensive Plan once it has been initially adopted; and,

WHEREAS, the City has prepared the updated *City of Greenfield Comprehensive Plan (2020)*, containing all required elements, maps, and other descriptive materials, to be the Comprehensive Plan for the City under Sec. 66.1001 of the Wisconsin Statutes, combined with the other previously adopted Plan amendments; and,

WHEREAS, the City of Greenfield has, in compliance with the requirements of Sec. 66.1001(4)(d) of the Wisconsin Statutes, provided opportunities for public involvement per its adopted public participation plan; and,

WHEREAS, on December 15, 2020, the Plan Commission of the City of Greenfield, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the ten-year update to the City's Comprehensive Plan, and,

WHEREAS, the Common Council conducted a public hearing on the proposed amendments utilizing the Zoom platform to comply with CDC social distancing guidelines, on December 15, 2020, and considered the public comments made and the recommendations of the Plan Commission and staff, and has determined to approve the recommended amendments as contained in the Plan Commission's adopted resolution.

NOW, THEREFORE, the Common Council of the City of Greenfield do ordain as follows:

PART I. The Greenfield Common Council, does by enactment of this ordinance and pursuant to Sec. 66.1001(4)(c) of the Wisconsin Statutes, formally adopt the proposed ten-year update and amendments to the City of Greenfield Comprehensive Plan as reflected in the Plan Commission's adopted of Resolution No. 2020-4.

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

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 15th day of December, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

December 10, 2020

Members of The Common Council:

We are writing you in anticipation of the upcoming public hearing on December 15th concerning our proposed development, "The Grove."

The Plan Commission's specifically stated objections to the project were:

1. Lack of connecting paths
Our initial site plan showed a sidewalk extension through what is now the de-mapped road stub for 122nd Street. It was removed at the suggestion of staff. We would welcome its reinsertion if found to be appropriate.
2. Lack of preservation of the existing greenspace
Our plan creates over 50% greenspace, 25% more than City code requires. The site is situated in a hole, requiring extensive grading to manage the large amount of run-off coming onto the site from the surrounding properties. Our plan seamlessly manages those complexities while simultaneously creating a park-like setting while following stormwater best management practices in compliance with MMSD and WDNR requirements.
3. Use of a privacy fence
In addition to our expansive landscaped bufferyard, a fence only increases privacy for the neighborhood and improves the quality of the bufferyard. The utilization of a fence as a component of the bufferyard is suggested multiple times in the City Code and the Comprehensive Plan. Most developers avoid using fences due to their tremendous cost.

In this instance, **a berm is not viable**: It would impede the run-off water from the surrounding properties from continuing to flow onto our property as it does today.

4. Proximity to single-family homes ("not blending in")
The City's development code (12.08.0208 E, linked [here](#)) provides specific criteria for the Common Council to determine whether The Grove is appropriate for its proposed location. Also please note 12c. concerning the appropriateness of fences.

Moreover, the stated concern that the development is surrounded by single-family homes is in contradiction with the stated goals, policies, and recommendations of the 2020 Comprehensive Plan, which summarizes the current situation this way:

- "The location and development of multiple family housing **can cause controversy**. However, well designed multi-family residential developments can contribute positively to the character of a community. Furthermore, such development should be carefully **integrated into** neighborhoods and should be well-distributed in appropriate locations **throughout the City**, rather than being grouped together in one spot" (Comprehensive Plan pg. 68).

The 2020 Comprehensive Plan states: "Many communities have an aversion to high density, multi-family housing. This perception is largely based on the beliefs that such housing strains public resources, depresses property values, and is aesthetically incompatible with 'small city character.' However, these beliefs fail to recognize...many of Greenfield's affluent

householders are ageing and would like to downsize their lives without leaving the community. Such residents **need high-quality alternatives** to owning a detached single-family home” (2020 Comprehensive Plan pg. 69).

At 12.6 acres, **this site is one of the City’s largest vacant parcels** deemed appropriate for residential development in a community that is largely built out. If additional detached single-family homes are determined to be in the City’s best interest, it may be more strategic to construct additional detached single-family homes on the 136 parcels identified in the 2019 Housing Affordability Report as being under a half-acre in size.

Your 2020 Comprehensive Plan agrees: “...increasing the number of households (and housing types) that place comparatively few demands on public services; namely, housing that is both compact in form and caters to **relatively affluent, childless households such as empty nesters, retirees,** and young professionals. Such a strategy can help **broaden the tax base** without offsetting the high-service needs that accompanies traditional single-family housing on larger lots” (2020 Comprehensive Plan pg. 70).

In the final analysis, The Grove is a unique opportunity for the City and represents a pivotal, strategic decision for its future: What will Greenfield choose to do with its remaining vacant land appropriate for residential development? We believe the “missing middle” advances the stated Goals, Objectives, and Recommendations of the 2020 Comprehensive Plan.

The Grove, on balance, benefits the general welfare and economic prosperity of the City as a whole by addressing a stated housing need. It is the highest and best use for this vacant parcel that is also reasonable and thoughtful to the surrounding property owners.

Please contact us with any questions. Thank you for your consideration.

Respectfully,

Jim Heffernan
(262) 496-4938

Fleming

Sheryl Hartman

From: Kristi Porter
Sent: Friday, December 11, 2020 2:14 PM
To: Sheryl Hartman; Jennifer Goergen
Subject: FW: 124th and Edgerton Senior Citizen Housing Plans

#10 on my list

Kristi Porter
Community Development Manager
City of Greenfield
7325 W. Forest Home Ave., Greenfield, WI 53220 kristi.porter@greenfieldwi.us
414-329-5342 (o)

-----Original Message-----

From: James Fleming [mailto:jefleming19@yahoo.com]
Sent: Saturday, February 22, 2020 9:59 AM
To: Kristi Johnson <Kristi.Porter@greenfieldwi.us>
Subject: 124th and Edgerton Senior Citizen Housing Plans

Dear Kristi-

As a homeowner near the corner of 124th and Edgerton, I wanted to share my concerns with any further development discussions for the wetland area near this intersection. My concerns are primarily a result of potential drainage problems that would result from developing on this wetland and the difficulty over the years for deciding between Greenfield, New Berlin, Hales Corners, Milwaukee County, and Waukesha County on who would be responsible for infrastructure improvements and who would pay for any drainage problems that would result from any new development.

Thank you for your consideration,

Jim Fleming

Hill

Sheryl Hartman

From: Kristi Porter
Sent: Friday, December 11, 2020 2:15 PM
To: Sheryl Hartman; Jennifer Goergen
Subject: FW: Jim Heffernan Development Proposal

#11 on my list

Kristi Porter

Community Development Manager
City of Greenfield
7325 W. Forest Home Ave., Greenfield, WI 53220
kristi.porter@greenfieldwi.us
414-329-5342 (o)

From: Mayor Neitzke
Sent: Wednesday, October 14, 2020 7:33 AM
To: zz Ald. Karl Kastner <Ald.Karl.Kastner@greenfieldwi.us>; Kristi Porter <Kristi.Porter@greenfieldwi.us>
Cc: Brian Sajdak <Brian.Sajdak@greenfieldwi.us>
Subject: Fwd: Jim Heffernan Development Proposal

FYI

Sent from my iPhone

Begin forwarded message:

From: michellehill@northwesternmutual.com
Date: October 14, 2020 at 7:26:26 AM CDT
To: Mayor Neitzke <MayorNeitzke@greenfieldwi.us>
Subject: Jim Heffernan Development Proposal

Good morning Mayor Neitzke. I just wanted to reach out and thank you for your support of my neighborhood off of Holmes Ave west of the middle school. You were very tactful and respectful last night during Jim's egregious presentation. You hit the nail on the head a few times, my favorite being when calling out that he has petitioned for a property tax break on this 'undevelopable' land recently. But most importantly was your very appropriate question 'what is your high level argument here? That you are helping the city out by using your land in this manner?'. Asking him to give the elevator pitch on his argument was spot on, and the fact is that he can't do that because it is a ridiculous argument at its core.

At times Jim was disrespectful, loud and arrogant and I most definitely would have lost my composure in your shoes. I can't tell you how impressed I was with your ability to ask tactful questions in a non-threatening, consistent and respectful manner to highlight the problems with this proposal.

Thank you for your support and service to the city of Greenfield!

Michelle Hill
12101 W. Holmes Ave

From: Mayor Neitzke
Sent: Friday, December 11, 2020 9:04 AM
To: Ho Fung, Charles
Cc: clerkdepart@greenfieldwi.us; zz Ald. Karl Kastner; Jennifer Goergen; Kristi Porter
Subject: Re: Common Council/Planning Commission RE: The Grove

Thank you for your comments, Charles.

Mike

Sent from my iPhone

On Dec 11, 2020, at 8:44 AM, Ho Fung, Charles <Charles.HoFung@molsoncoors.com> wrote:

Council and Commission members,

While I often support community development, I believe this particular proposal will have an adverse effect and "quality of life" to the surrounding communities and residents of Greenfield. I believe the land is appropriately zoned as R1 for the following reasons (see below). Additionally, I find that it is unethical to permit the removal of wetland simply because the developer broke up the land in parcels to which he identified a technical loophole to bypass a regulation put place by the WI DNR. Ultimately, I believe this proposal is for the sole benefit of a landowner to monetize his land to the detriment of those residents in the immediate area.

Please decline the request to change the zoning.

SAFETY:

-Increase in residential traffic, will make it more difficult to navigate the stop sign only intersections on 124th and Edgerton Ave as well as 124th and Layton Ave

-Increase in traffic will pose an increased risk to pedestrian traffic as there are no sidewalks along 124th or Edgerton Ave

QUALITY of LIFE:

-Residents in the SE area of Country Estates will subjected to light pollution both from vehicular traffic entering/exiting The Grove and property lighting.

-As noted in 'safety' residence that run/walk on Edgerton and 124th will be subject to the risk of injury as a greater volume of vehicular traffic by elderly operators would be present.

FINANCIAL:

-Addition to the immediate area can adversely affect home value as the adjacent lands would no longer be zoned as R1 single family homes. This in turn could contribute to surrounding residents petitioning their home values in an attempt to reduce their tax burden now that their quality of life has been impacted.

-As noted in 'safety' the flow of traffic across the intersections of 124th/Edgerton and 124th/Layton will see an increase of elderly operators in the immediate area. Would the city of Greenfield then place traffic lights at those intersections to mitigate the risk of the increased traffic?



**MOLSON
COORS**

beverage
company



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Jaeger

November 16, 2019

RECEIVED

Ms Kristi Johnson
Community Development Manager
City of Greenfield
7325 W. Forest Home Avenue
Greenfield, WI 53220

NOV 20 2019

Neighborhood Services
City of Greenfield

Dear Ms Johnson,

We are writing to you today regarding **The Grove** development to be located on the east side of 124th Street just north of Edgerton Avenue.

We strongly object to this development for many reasons but the most important one is that that area is truly green space in our front yard. It is the only green space in this area and is a haven for wildlife and provides oxygen for the rest of us to live. To build the complex would mean the end of that wooded area now home to said wildlife and also create more traffic and congestion on 124th Street.

We lived in a condo for about 6 years and bought our current home because of this exact reason. Developers kept buying up property to build multi-family housing and destroyed our neighborhood. We certainly don't want that to happen again.

We have lived here for 26 years and have loved the neighborhood. We are in our 80s and would like to enjoy the peace and quiet we have found here.

Sincerely,

Juleen Jaeger
Richard Jaeger

Juleen and Richard Jaeger
5065 S. Nicolet Drive
New Berlin, WI 53151

Kasprzak

Sheryl Hartman

From: Kristi Porter
Sent: Friday, December 11, 2020 2:15 PM
To: Sheryl Hartman; Jennifer Goergen
Subject: FW: The Grove Development

#12 on my list

Kristi Porter

Community Development Manager
City of Greenfield
7325 W. Forest Home Ave., Greenfield, WI 53220
kristi.porter@greenfieldwi.us
414-329-5342 (o)

From: Kyle Kasprzak [mailto:kkasprzak@gmail.com]
Sent: Saturday, October 10, 2020 12:41 PM
To: Mayor Neitzke <MayorNeitzke@GreenfieldWI.US>; zz Ald. Karl Kastner <Ald.Karl.Kastner@greenfieldwi.us>; Kristi Porter <Kristi.Porter@greenfieldwi.us>
Subject: The Grove Development

Mayor Neitzke, Alderperson Kastner, and Kristi Porter,

Regarding the Grove Development proposed off of 124th street between Edgerton and Holmes avenues, I'd like to express my view.

I don't think that rezoning the existing single-family residential area for a higher density, multi-family residential area in the middle of an existing and mature single-family residential area is a good idea. One, the new development would be out of place with the existing community. Two, you're not just creating ten (10) or so new homes/families, but double that, for which the excess neighborhood noise and traffic wouldn't be appreciated to the existing community.

I urge you not to recommend the present Grove Development be approved. Note, I'd likely support a single-family residential development in the proposed area.

Regards,

Kyle Kasprzak

12/13/20

Kilps



Dear Jennifer,

I am writing in regards to the upcoming Common Council Meeting this Tues. Dec. 15th. Please pass this on to the Mayor & other Council Members.

My husband & I have lived on the corner of 124th & Holmes for 43 yrs. We have seen many changes but none that would affect us as much as Mr. Heffernans proposal. We are so against it!!

There are many reasons why:

- 1) The standing water year round in our back yard! The big pond is not going to go away!
- 2) The property value on our home would drop considerably with apartments visible in our back yard. Even a berm or tall trees would not eliminate sights & noise from this development.
- 3) The added traffic & road noise would also be significant. 124th has already become a racetrack.
- 4) He claims these are to be Senior apartments. What if they don't rent, then who would we get. Younger people - more noise & traffic & possibly crime?!

5) And what about the wildlife whose areas are getting smaller & smaller. We have deer, geese & ducks who migrate to the pond every year. Fox, Coyotes & special turtles who wander from the pond to our back yards to rest.

I could go on & on. Change can be good but not this change. Please, please, don't let this happen.

Sincerely,
Kathy Kilps

Kirchen

Sheryl Hartman

From: Dan Kirchen <dan.kirchen@gmail.com>
Sent: Monday, December 14, 2020 12:19 AM
To: z GF Clerk Dept
Cc: Mayor Neitzke; zz Ald. Karl Kastner; Jennifer Goergen; Kristi Porter
Subject: The Grove Planned Development

Dear Mayor, Council Members and Commissioners,

We are respectfully writing regarding The Grove proposed development off of 124th Street between Edgerton and Holmes in Greenfield at 50-- S. 124th Street.

With the existing wetland located in the middle of this property, water flow management should not be taken lightly. This property is located at a general low point in the surrounding area between Highway 43 and Grange Ave. We are greatly concerned that the loss of open land would negatively impact water flow to and from the homeowner properties directly adjacent to this development to the North and South.

But what also has struck me about this proposed development is how out of place this type of high-density complex is to the neighborhood it is located in. 11 buildings in a relatively small footprint of land with 88-units would have a high-impact to traffic and lighting and water management.

- These are multi-story buildings located as close 150 ft from single-family home property lines.
- Parking spaces located less than 100 ft from single-family home property lines.
- The increase of street lighting shining into the adjoining properties' homes and the homes located directly across 124th Street would be.
- The impact of additional traffic from this development should not be underestimated as the traffic would not only impact 124th Street, but would also spill down Edgerton Ave for those wishing to drive towards grocery stores located South on 108th Street. The nearby schools located to the East along Edgerton Ave East towards 108th Street have already expressed their concern that the addition of a high-density development like The Grove would negatively impact safety and traffic flow concerns due to the addition of traffic and the narrow lanes of Edgerton Ave with no sidewalks.
- There is a small rise in elevation on 124th Street from Edgerton Ave to Holmes Street which makes it difficult when driving on Edgerton Ave to drive across 124th Street. Increased traffic from this proposed development and turning nearby onto 124th Street would make that intersection less safe and more prone to accidents.
- These "apartments" are being hyped for empty-nesters and seniors but from a practicality standpoint, older citizens require ranch-style homes with no stairs and it appears at least half of these units would have stairs to access the upper levels. Therefore, there is no assurance that the claims and promises the developer/petitioner is making that they are being marketed for older citizens would play out that way in real life. An offer of elevators from the developer would likely put the price of the units out of the reach of most potential residents.
- Multi-story "apartments" situated in an area of single-family and double-unit townhomes would negatively impact resale values for the surrounding existing homeowners when this development is wedged in so tightly to the surrounding area.

At one of the last planning meetings, it was stated by Village staff and the developer essentially that this development would provide appropriate high-quality diversification in the housing stock of the area. While we do not dispute that statement, it is rather the specific **location** of this development in the area that we feel is not appropriate for use in this parcel of land. There are many prime examples of multi-family townhomes and multi-unit buildings located in the nearby area along Edgerton Ave between 124th and 108th Streets that appropriately fit within the plot of the land they are located. But this is not one of those as it is wedged tightly in an awkward space.

Our single-family home and our backyard is located along 124th Street and would be impacted by increased traffic from this proposed development as other neighbors have written in. We support all of our neighbors' comments that have indicated they would be negatively impacted being adjacent to this development.

I urge the Planning Commission and City Council to vote against approving this development and zoning change as submitted.

Thank you for your consideration.

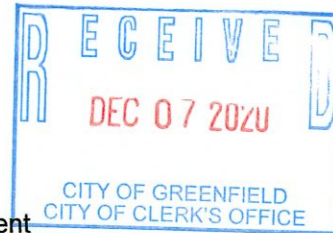
Dan & Sandy Kirchen

4884 S. Hawthorne Dr, New Berlin

dan.kirchen@gmail.com

Kopinski

December 7, 2020



Dear Mayor Michael Neitzke & Alderman Karl Kastner:

Re: Rezoning of property on 124th St. for The Grove development

Gentlemen:

As 37 ½ year residents of Greenfield, we are writing to you to express our concern for the proposed zoning change of the property that abuts ours to multi-use from the current park and open space status. We are asking you to continue to vote "NO" on this proposed development.

There are so many negatives about this proposed development it is difficult to find a starting point. You are already aware of our concerns and that of our neighbors. A few of us have discussed in detail how this would affect the neighborhood, our property values, security, traffic, lighting, etc. Storm water management is a huge concern even if the spring fed pond is not drained.

There has been no correspondence with the neighbors from the developer since August, 2019. At the Planning Commission meeting held recently, we were appalled by his arrogant attitude and rude demeanor while going through the slideshow.

In 1999, after the Grace Church development was voted down, Mrs. Heffernan told a group of us that the property would remain untouched as a nature preserve. A neighbor had inquired about purchasing the land from the family. Many of us in our discussion would be willing to purchase parcels of the property behind our houses and maintain the current park like area.

Please encourage the other Common Council members to vote no and that the surrounding neighbors vehemently oppose multipurpose development on this property and the rezoning request.

We are happy to discuss further if necessary, but thank you for listening to us and voting "No" to the rezoning

Sincerely,

Joseph & Wendy Kopinski

12325 W. Holmes Ave

Greenfield, WI 53228

Kugi

Comments

Planning Commission Meeting

"The Grove" on 124th Street.

11-12-2019

Dear Mr. Kastner,

We reside at 12235 W. Holmes Ave. My family purchased the home in 1970 and have enjoyed the lake (Lawrence Lake) and the property it supports.

Just today I witnessed a red fox along her two pups, but we are accustomed to the wildlife. Last week both my neighbor Tony and I enjoyed a mink running over the rocks between our yards.

Back in the 1980's the lake nearly dried up. It was a drought driven summer.

That summer, my brothers and I made our way out to the middle of the dry lake bed where we found a small pool of water. That's where we all saw the fish, bullheads jockeying for water space.

My issue with this development is the lake (Lawrence) should not be filled.

It is one of the area's last natural wetlands that supports life.

Thank you very much,

Dave Kugi
262-385-4457

Type of Request

Complaint/Concern

Email not displaying correctly? [View it in your browser.](#)

Mack

Jennifer Goergen

From: Cory Mack <mackcw65@gmail.com>
Sent: Thursday, November 19, 2020 2:37 PM
To: Jennifer Goergen
Subject: Comments on Proposed 124th St. Apartment Development Zoning Changes

Dear Clerk Goergen and Common Council Members,

I am writing on behalf of Ward 12 and the neighborhood between 124th/116th and Barnard Ave/Edgerton. A developer has again approached the plan commission about developing the wetlands/forest between W Holmes Ave and Edgerton into a fairly large apartment complex "geared toward seniors." I also have seen that since zoning changes are required, he will be going to the common council in December to request those zoning changes. I am **STRONGLY AGAINST** any vote which would allow the development to move forward. While I acknowledge that clearly a lot of time, thought, and money has gone into the planning of this development it just doesn't fit being placed in the middle of our quiet, single-family home neighborhood. If the common council were to approve the developers request to rezone this land, myself and all of my neighbors would have a quiet, serene green space turned into a sprawling apartment complex bordered on 3 sides by single family homes.

I have been to a number of informational meetings, as well as all of the plan commission meetings that the developer has presented at. We understand that the developer has already worked with the DNR to evaluate this property and have it declared low value wetlands, so he is able to cut down trees, fill in the pond and wetlands, and develop the property. While the government may declare this piece of property low value, our neighborhood, and I would hope our city, does not. We enjoy the nature of the woods – the deer, cranes, geese, amphibians, and occasional coyotes. To destroy this property behind us with high density housing would be a detriment to our neighborhood and community.

As you are aware, our neighborhood consists of single-family homes (mainly ranch style) built in the 1960s and 1970s; some individuals who built the homes still reside in them. Back on September 9th 2019, the developer held an "open house" forum at Greenfield City Hall and invited the neighbors to view the plans for the development and ask questions. On one poster, he had the 12+ acres divided into single family homes and this option, by far, was the popular option for our neighbors. If we need to have backyard neighbors (other than the deer), we would rather be looking at houses similar in size and style to ours versus apartment buildings and a tall fence to let us know we are not welcome.

Please expect large crowds (via zoom) at any meeting where this developer will be trying to get approval for zoning changes from the city. I understand that the plan commission has recommended this development not be approved for this space on two occasions, and I would hope that the common council would agree with their colleagues and not approve zoning changes that would allow the development to continue as it is planned. For any council members not familiar with our neighborhood, I encourage them to drive through our neighborhood and ask themselves if it makes sense to add a sprawling apartment complex, no matter how luxurious, right in the middle of our quiet, single-family home neighborhood.

Respectfully,

Cory Mack

12301 W. Holmes Ave, Greenfield WI 53228

414-914-0089

Mack

September 13, 2019

Mayor Neitzke
City of Greenfield
7325 W. Forest Home Ave.
Greenfield, Wisconsin 53220

Dear Mayor Neitzke,

I am writing on behalf of Ward 12 and the neighborhood between 124th/116th and Barnard Ave/Edgerton. A developer has approached us about developing the wetlands/trees between W Holmes Ave and Edgerton into a fairly large apartment complex "geared toward seniors" – when questioned on this wording, he explained that it was "too risky" to make the apartments a senior community. This development also impacts our neighbors in New Berlin and Hales Corners.

Through meetings, we understand that the developer has already worked with the DNR to evaluate this property and have it declared low-value wetlands, so he can cut down trees, fill in the pond and wetlands, and develop the property. While the government may declare this piece of property low value, our neighborhood does not. We enjoy the nature of the woods – the deer, cranes, geese, amphibians, and occasional coyotes. To destroy this property behind us with high-density housing would be a detriment to our neighborhood and community.

As you are aware, our neighborhood consists of single-family homes (mainly ranch style) built in the 1960s and 1970s; some individuals who built the homes still reside in them. Last night, September 9th, the developer held an "open house" forum at Greenfield City Hall and invited the neighbors to view the plans for the development and ask questions. On one poster, he had the 12+ acres divided into single-family homes and this option, by far, was the popular option for our neighbors. If we need to have backyard neighbors (other than the deer), we would rather be looking at houses similar in size and style to ours versus apartment buildings and a tall fence to let us know we are not welcome.

Please expect large crowds at any meetings where this developer will be trying to get approval from the city. Anticipate more letters and petitions coming to you and Alderman Kastner. I encourage you to drive through our neighborhood and ask yourself if you want to add another apartment building in the middle of a single-family neighborhood.

Respectfully,
Cory & Mary Therese Mack
12301 W Holmes Ave.
Greenfield, WI 53228

Mack

Sheryl Hartman

From: Kristi Johnson
Sent: Friday, November 8, 2019 11:23 AM
To: Cory Mack
Subject: Re: 124th St. Apartment Development (The Grove)

Thank you for your email, Cory. I will forward it to the Clerk's Office for official record-keeping of a letter of opposition, along with the Mayor and Alderman of the district.

A public hearing will need to be held on this item, likely Jan 21, 2020. About a month prior to, notifications will be sent out to Greenfield property owners who are 400 feet from the boundary of the proposed project.

Let me know if you have any questions.

Thank you.

Kristi Johnson
City of Greenfield
Community Development Manager
kristi.johnson@greenfieldwi.us
414-329-5342 (o)
414-391-8756 (c)

Sent from my iPhone

On Nov 8, 2019, at 11:15 AM, Cory Mack <mackcw65@gmail.com> wrote:

Good morning Ms. Johnson,

I am writing on behalf of Ward 12 and the neighborhood between 124th/116th and Barnard Ave/Edgerton. A developer has approached us about developing the wetlands/forest between W Holmes Ave and Edgerton into a fairly large apartment complex "geared toward seniors" – when questioned on this wording at a recent neighborhood meeting, he explained that it was "too risky" to make the apartments a senior community.

Through these informational meetings, we understand that the developer has already worked with the DNR to evaluate this property and have it declared low value wetlands, so he is able to cut down trees, fill in the pond and wetlands, and develop the property. While the government may declare this piece of property low value, our neighborhood does not. We enjoy the nature of the woods – the deer, cranes, geese, amphibians, and occasional coyotes. To destroy this property behind us with high density housing would be a detriment to our neighborhood and community.

As you are aware, our neighborhood consists of single-family homes (mainly ranch style) built in the 1960s and 1970s; some individuals who built the homes still reside in them. Back on September 9th, the developer held an "open house" forum at Greenfield City Hall and invited the neighbors to view the plans for the development and ask questions. On one poster, he had the 12+ acres divided into single family homes and this option, by far, was the popular option for our neighbors. If we need to have backyard neighbors (other than the deer), we would rather be looking at houses similar in size and style to ours versus apartment buildings and a tall fence to let us know we are not welcome.

Please expect large crowds at any meetings where this developer will be trying to get approval from the city. Anticipate more letters and petitions coming to you and our alderman. I encourage you to drive through our neighborhood and ask yourself if it makes sense to add another apartment complex, no matter how luxurious, right in the middle of our quiet, single-family home neighborhood.

Respectfully,

Cory Mack

12301 W. Holmes Ave, Greenfield WI 53228

414-914-0089

Sheryl Hartman

McLaughlin

From: Barry McLaughlin <b.mclaugh5@gmail.com>
Sent: Monday, December 14, 2020 11:04 AM
To: z GF Clerk Dept
Subject: Fwd: Opposition to rezoning 50** S. 124th St

----- Forwarded message -----

From: Barry McLaughlin <b.mclaugh5@gmail.com>
Date: Mon, Dec 14, 2020 at 10:58 AM
Subject: Opposition to rezoning 50** S. 124th St
To: <kristi.porter@greenfieldwi.us>, <Ald.Karl.Kastner@greenfieldwi.us>, <MayorNeitzke@greenfieldwi.us>

14-Dec-2020

City of Greenfield Common Council Members,

I am writing to express my opposition to the proposed development located at 50** S. 124 St. The applicable properties should remain zoned R-1 Single Family Residential.

My family and I have resided at 12225 W. Holmes Ave. for 18 years. When we purchased our house, we had decided to make our home in Greenfield because the neighborhood and community suited our needs and requirements. If, at the time, there was a 12 plus acre multi-family development in such close proximity, I know we would not have made the same choice.

The proposed development does not fit into the surrounding neighborhoods. The adjoining Greenfield neighborhood to the north is entirely made up of single-family homes. The homes to the south, in Hales Corners, are single-family homes, and the neighborhood to the west, in New Berlin, is made up of single-family homes. The proposed development would be an 'island' of high-density multi-family housing. In the Planning Commission Meeting on 13-Oct-20, Mayor Neitzke compared it to the "Fort Apache Play Set".

Mr. Heffernan has pointed out in his letter dated 10-Dec-20, quoting the City Comprehensive Plan, that multi-family developments can be "carefully integrated into neighborhoods". Mr. Heffernan's proposal is not a case of careful integration. The proposed development is a case of imposing a development that is significantly differentiated from the surrounding neighborhoods. In comparison, there is a multi-family development to the east, Falcon Glen. This development borders the back side of Whitnall High School, Interstate 43, and light industrial sites along the Highway 100 corridor. This is what I would consider a development that is "careful integration" of multi-family housing.

Mr. Heffernan has the right to develop his property, but the land should remain zoned as R-1 single family. It is the right of a landowner to develop land to make a profit, but it is the responsibility of the Common Council to dictate that the development is compatible with the community. The proposed development must be in the best interest for the community in the present and in the long term. Housing market history indicates that there will always be a demand for single family homes, high density senior living developments do not have the same assurance. The Common Council should vote to deny the request to change the zoning of the properties located at 50** S. 124 St.

Thank you for your consideration.
Barry McLaughlin

Barry McLaughlin
12225 W. Holmes Ave.
Greenfield, WI 53228

Meinke

Jennifer Goergen

From: Mayor Neitzke
Sent: Sunday, November 10, 2019 3:23 PM
To: james meincke
Cc: Kristi Johnson; zz Ald. Karl Kastner; Jennifer Goergen
Subject: Re: Proposed development 124th Between Edgerton and Holmes Ave.

Thank you for your comments.

Mike

Sent from my iPhone

On Nov 10, 2019, at 1:05 PM, james meincke <themeinckes@hotmail.com> wrote:

Dear City officials,

I live on 12010 W. Holmes Ave for the past 34 years. Every time there have been home sites added to this area it has effected the ground water, adversely affecting the area around our home. Our sump pump is located in the northeast corner of our basement. We found it necessary to add a second one to the southwest corner to help remove the ground water. In the beginning the north one ran 2 to 3 times that of the south one. Over time the south one runs more than the north one, indicating a change in the flow of the ground water. In the spring with periods of heavy rain it is not uncommon for our sump pumps to run every 15 to 20 seconds. Several years ago the DNR declared the land to the east of us a wetlands. Most of the time there is standing water in this area and in my backyard making it a perfect breeding ground for mosquitos.

What I don't understand when our streets were redone and curbs put in to channel the rain water flow to the east that the engineers just let the water flow onto private property. Now the owner of that land is planning to develop and will be responsible to reroute all this water which now sits in 2 low-lying areas directly next to my land and my neighbor to the south of me. How did this ever get approved in the first place to funnel the runoff water onto private land and how will it be different with conceivably 2-3 times the amount of runoff?

After attending several Greenfield City Hall meetings regarding the property development due east of me, Greg Petrowski, the owner, seems to be willing to work with the city, and the neighborhood especially, to resolve the water issues and channel the water away from where it is currently pooling.

Now the real issue at hand and in part the reason for this letter is the current plan to develop the land between Edgerton Ave. and Holmes Ave. east of 124th St. There is a large pond that has been there south of Holmes Ave. between 124th and 123rd streets as long as the original subdivision was built in the 60's. This is most definitely not prime building land. One can only wonder were all this water will go? Mostly to the east would seem like a logical answer. And what about the ground water too? I have seen it happen in the past when the engineers say what will happen to the ground water and where it will go and in every case it has wound up right next door to me, or in my back yard. They don't have x-ray eyes or a Chrystal ball; I don't believe that they can say where the water will flow. Any development here after Mr. Petrowski's building would certainly affect his property and those in the immediate

area. In addition, there will most certainly be a great deal more traffic on Edgerton Ave. between 116th and 124th from this proposed development complicating an already significant problem.

Isn't the City of Greenfield the City Of Trees? To destroy this wooded area would be a shame. To develop this land will affect properties both to the south , north, and east. Just to repeat myself, I don't trust or believe that any engineer can with certainty predict where the ground water will flow any more than a weatherman can predict the amount of rain/snowfall we get even 50% of the time.

I wish I had an answer to this proposal but the only one that would seem to benefit from this would be the person who recently inherited this land.

Thank you in advance for your thoughtful consideration to the points I have expressed and the proposed development of this land.

Respectfully,
Jim Meincke
414-425-9656

Mitchell

Jennifer Goergen

From: Michael Mitchell <mmitchell225@gmail.com>
Sent: Friday, December 11, 2020 12:58 PM
To: z GF Clerk Dept
Subject: The Grove Development

Dear Common Council / Planning Commission of Greenfield:

I am the owner of a single family home in Country Estates in New Berlin, directly across from the proposed Grove Development. I am writing to urge you to vote down the proposal by the developer to change the classification of the land. The current R1 zoning should remain. Allowing the proposed apartments on this 12 acres will not only add automobile and foot traffic to 124th street, directly behind my house, it will also decrease the value of my home.

Please record this letter in the public comments.

Thank you,
Michael Mitchell

5030 S. Nicolet Dr.
New Berlin, WI 53151

Pero

First & Last Name	Heather Pero
Email Address	hpero@aol.com
Address	12205 W Holmes Ave
City	Greenfield
State	WI
Zip Code	53228
Phone Number	414-651-2079
Comments	This re complex off of 124th for tonight's meeting. The builder/owner did have an a neighborhood meeting was a joke! A bunch of people with poster boards of how it will work! People were waiting for the developer/owner to speak and answer questions so everyone could hear! That did not happen and residents left disappointed! I was at first meeting where I heard the mayor say this area was too dense for a complex of this nature! Well the "new" plan is one less building than original plan! Wow!!! I also heard the mayor say the city does not like to break up parcels! Well the developer still wants to break parcels! I understand the developer wants to build but we already have one complex of the same nature trying to build on the east side of woods! So let's do another at the same time amongst single family homes??? As a property owner affected by the development I very concerned about resale value and water concerns! Also wondering why you were not present at this meeting or were you not invited by the owner?
Type of Request	Complaint/Concern

Email not displaying correctly? [View it in your browser.](#)

Sent to Ald. Kastner
11/12/19



RECEIVED

NOV 14 2019



INSPECTION SERVICES
City of Greenfield

Ms Kristi Johnson

We are opposed to the
Senior Center on 124th
and Edgerton.
Best regards
Brad + Karen Pochat
550 S. La Salle Dr
New Berlin 53151



Stassi

Jennifer Goergen

From: Mayor Neitzke
Sent: Tuesday, November 12, 2019 11:10 AM
To: Paul Stassi
Cc: zz Ald. Karl Kastner; Kristi Johnson; Jennifer Goergen
Subject: Re: Groves Development - Feedback for tonights meeting

Thank you Paul.

The Grove developer asked yesterday to delay for 60 days. We will be certain your comments are included.

Mike

Sent from my iPhone

On Nov 12, 2019, at 11:07 AM, Paul Stassi <stassip@yahoo.com> wrote:

Mr Kastner and Mr Neitzke,

I understand the Groves Development off of 124th street, between Edgerton and Holmes will come before the Greenfield Plan Commission at tonight's meeting. I live on Holmes avenue, within 400' of the boundary of the proposed Groves Development. I have attended both the prior Plan Commission meeting on this development (back in May of 2019) and the "Neighborhood Meeting" (In September of 2019).

I would like to start by saying I am NOT a supporter of this development (for reasons I will lay out below), but I also am **NOT opposed to Single Family development** (like that shown to us at the neighborhood meeting) of this property. While I do truly appreciate the wild nature of these parcels, I also recognize the right of the owner to develop them as they are currently zoned (and as they were zoned when the current owners took possession of these parcels).

Here are my concerns with this development:

1. The Groves would introduce high density rental apartments in an area surrounded by single family home owners, thus continuing the destruction of the character of our family friendly neighborhood.
2. The layout of the Groves (buildings in the middle, roads/parking on the outside) is not very respectful of the neighbors on the south side of Holmes and the north side of Edgerton, with roadways and parking very near the property lines. The parking is such that cars are actually pointed into the backyards of these neighbors. The "fencing solution" just adds maintenance to the homeowners (who have to trim around it). The

fencing isolates the groves from the neighborhood, like they don't want to be part of us, or a walled off community trying to keep the 'riff raff' out. I keep thinking about the kids playing wiffle ball (or other sport of your choice) in their back yard and a ball goes over the fence, forcing them to either scale the fence (risking falls and injury) or walk all the way out to 124th street to get around the fence to get their ball (we were told at the neighborhood meeting that there would be no breaks in the fencing). It just eliminates a neighbor relationship with the folks living behind your home.

3. I have heard arguments that these parcels are not economically viable to develop as single family housing, and therefore they must be developed as high density housing. Correct me if I am wrong, but I believe that these properties were zoned as they are now when the current owners acquired them, correct? I don't know anyone is guaranteed by the city or any other entity the right to make a profit on a land transaction. When I purchased my home in 1992, no one promised me that I will be able to sell it at a profit. If there is a real estate downturn when we are ready to move on, would I be granted a zoning change so that I could gain a better price, regardless what it does to my neighbors?

4. While the Groves plans to market to "Seniors/Empty Nesters", that doesn't mean that there will not be children in these units. There is no way for those kids to walk to the Middle or High School with the current fencing, short of scaling the fence and cutting through neighbors back yards.

5. This development seems to rely on creative re-parcelling of the existing 3 parcels to get around wetland development restrictions (turning 3 parcels into 8, each <1 acre of wetland). While it appears that the DNR has 'blessed' this approach, I do not believe it requires the city to facilitate it. To me the approach is contrary to reasonable intent. I know other will disagree.

From what I saw at the neighborhood meeting, there was little support for the 88 unit apartment development from the neighbors and at least grudgingly support for the Single Family housing plan shown (I realize that many want no development). I would also support the single family plan shown at the neighborhood meeting, though to be honest I would like to see 122nd st extended south to connect up with the "groves" single family road to incorporate these single family homes into our neighborhood. I realize that may be difficult with the recent addition of the 'dry pond' at 122nd and Holmes. If that is not possible, at least a walking path from the groves single family homes to Holmes so that kids and families can walk from those homes to the Middle and High schools and to connect up the neighborhoods.

Paul Stassi
stassip@yahoo.com

Sheryl Hartman

From: steffbiz@gmail.com
Sent: Monday, December 14, 2020 11:39 AM
To: z GF Clerk Dept
Cc: Philip Steffes
Subject: Regarding "The Grove"

Dear Common Council/Planning Commission,

We are residents of Country Estates in New Berlin just west of the intersection of 124th & Edgerton. We have been notified that there is a proposed development just north of that intersection. 124th is a corridor to I-43 and already bears traffic making that intersection & the intersection of 124th & I-43 hectic at key travel times during the day. It seems to us that the development of The Grove would create significant traffic concerns & congestion that would make the area unsafe for both current & future residents! We respectfully object to this development.

Phil & Lynn Steffes

Sent from [Mail](#) for Windows 10

Steven

Sheryl Hartman

From: Rene Steven <rsteven@wi.rr.com>
Sent: Saturday, December 12, 2020 12:08 PM
To: z GF Clerk Dept
Subject: I oppose the new development called The Grove

Dear Sir or Madam,

I am writing to you to oppose the new development called "The Grove Apartment Complex."
I live in the Country Estates subdivision directly to the west of the proposed development.

I am opposed for many reasons.

1. My primary concern is the amount traffic currently on 124th Street and Edgerton Ave. We already have too much traffic at this intersection in all directions. The additional traffic from this huge development would be completely unsustainable with the size of the roads and the single stop sign in one direction only.
2. The additional noise and light pollution from the vehicles will destroy the peaceful, suburban, single family home environment I expect.
3. There is already a huge apartment complex going up on Edgerton in the same block. I don't want the surrounding area to be even more full of rentals and folks who are not homeowners and who are not making a long term commitment to our area.
4. It could potentially devalue my property which is unacceptable.
5. The land is not zoned for this use for good reasons. Cities who ignore good zoning laws and make exceptions quickly destroy the long-term attractiveness of their communities.
6. This developer would need to fill in natural wetlands, destroying the green space and ecological function of this land.

I hope good sense prevails during your upcoming meeting this week and you vote to not allow this new development.

Thank you for listening to someone who has been a proud homeowner in the area for 25+ years.

Rene Steven
4930 S. DeSoto Lane
New Berlin, WI 53151
414.331.7526
rsteven@wi.rr.com

Sent from my iPhone

Tileff

Sheryl Hartman

From: Kristi Porter
Sent: Friday, December 11, 2020 2:14 PM
To: Sheryl Hartman; Jennifer Goergen
Subject: FW: Construction of a senior housing apartment complex east side 124th Street

#9 on my list

Kristi Porter

Community Development Manager
City of Greenfield
7325 W. Forest Home Ave., Greenfield, WI 53220
kristi.porter@greenfieldwi.us
414-329-5342 (o)

From: Leonora Tileff [mailto:leonorallc@gmail.com]
Sent: Monday, January 13, 2020 7:31 PM
To: Kristi Johnson <Kristi.Johnson@greenfieldwi.us>
Subject: Construction of a senior housing apartment complex east side 124th Street

Dear Ms Kristi Johnson,

My name is Jivko Tileff and I'm the owner of the house at 5050 South Nicolet Dr, New Berlin, WI 53151. I currently live there with my wife and two children. I have been informed that there are plans to build an apartment complex across 124th street which is directly my backyard where there are currently woods and wildlife. I am strongly against this decision and would like to express my concerns that destroying this nature area is not right. Not to mention the traffic this will add and it will devalue my home. There are no apartments near us whatsoever or anyone who rents a house, only homeowners who have lived there for a long time and deeply care about our neighborhood. We hope that you will consider our opinion and make the best choice for us. We love our neighborhood and would like to keep it the way it is.

Thank you,

Tileff Family

Whitnall S.D.
(Olson)

Sheryl Hartman

From: Kristi Porter
Sent: Friday, December 11, 2020 2:16 PM
To: Sheryl Hartman; Jennifer Goergen
Subject: FW: Letter re: Potential Project Development
Attachments: CityofGreenfieldLetter_DevelopmentProjects_November2019.pdf

#14 on my list

Kristi Porter

Community Development Manager
City of Greenfield
7325 W. Forest Home Ave., Greenfield, WI 53220
kristi.porter@greenfieldwi.us
414-329-5342 (o)

From: Lisa Olson [mailto:lolson@whitnall.com]
Sent: Wednesday, November 13, 2019 12:20 PM
To: Mayor Neitzke <MayorNeitzke@GreenfieldWI.US>
Cc: zz Ald. Karl Kastner <Ald.Karl.Kastner@greenfieldwi.us>; Kristi Johnson <Kristi.Johnson@greenfieldwi.us>
Subject: Letter re: Potential Project Development

Good afternoon!

Attached you will find a letter from the Whitnall School Board that shares our concerns for increased traffic due to any property development projects. Please share this letter with the Common Council.

Lisa L. Olson, Ph.D.
Superintendent
Whitnall School District
5000 South 116th Street
Greenfield, WI 53228
414-525-8411



WHITNALL SCHOOL DISTRICT



November 12, 2019

Mayor Mike Neitzke
Greenfield City Hall
7325 W. Forest Home Avenue
Greenfield, WI 53220

Dear Mayor Neitzke:

We understand that the City of Greenfield is considering two development projects, both directly north of Edgerton Avenue and within the Whitnall School District. Both of these projects are near three of our four school buildings. As you are aware, the close proximity of our school buildings, combined with other factors such as limited sidewalks, narrow roads, and minimal traffic lights or signs, create safety concerns for pedestrian, bicycle, and vehicle traffic within our district. Any additional traffic to this area poses an increase to safety concerns.

As development project plans are being created and analyzed, we ask that you give thoughtful consideration to traffic flow and congestion, as well as any additional traffic these developments might bring to the area. The safety of our students, staff, and families is a top priority and we work hard to mitigate any circumstances which may increase safety concerns.

Thank you for your partnership and shared commitment to our community.

Sincerely,

Jonathan F. Cagle
School Board President

Quin Brunette
School Board Vice President

Steven Butz
School Board Treasurer

Kevin Stachowiak
School Board Clerk

Jon D. Jones
School Board Member

Karen Mikolainis
School Board Member

Nancy Zaborowski
School Board Member

Lisa Olson
Superintendent

c: Karl Kastner, District 3 Alderperson
Kristi Johnson, Community Development Manager

ORDINANCE NO. _____

Ordinance to adopt a Land Use Map amendment to the 2008 City of Greenfield Comprehensive Plan for the properties located at 50** S. 124 St from Public Park & Open Space to Mixed Residential (Tax Key No. 611-8972-001) and for the properties located at 50** S. 124 St. from Single Family to Mixed Residential. (Tax Key Nos. 611-8968-000 and 611-8967-000)

WHEREAS, the City has prepared the Land Use Map Amendment pursuant to Wis. Stat. § 66.1001; and,

WHEREAS, the planning process for the Land Use Map Amendment was open to the public and numerous efforts were made to assure the broadest participation to establish the goals and elements considered for and contained within the plan in compliance with Sec. 66.1001 of the Wisconsin Statutes; and,

WHEREAS, on October 13, 2020, the City of Greenfield Plan Commission by majority vote recommended that the Common Council deny an ordinance for the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan in compliance with the requirements of Sec. 66.1001(4)(b) of Wisconsin Statutes; and,

WHEREAS, the Common Council of the City of Greenfield conducted a public on December 15, 2020, upon a proposal to amend the Land Use Map to the City of Greenfield Comprehensive Plan; and,

WHEREAS, Notice of said hearing has been duly published in the official City of Greenfield newspaper and a period of at least thirty (30) days has expired after the last publication before said hearing, as required by State Statutes; and,

WHEREAS, following the Public Hearing and upon consideration of the Plan Commission's recommendation, and all public comment received at the hearing, the Common Council finds that the proposed amendment furthers the coordinated, adjusted and harmonious development of the City which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

NOW, THEREFORE, the Common Council of the City of Greenfield do ordain as follows:

PART I. The Greenfield Common Council, does by enactment of this ordinance, pursuant to Sec. 66.1001(4) of the Wisconsin Statutes, formally adopt the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan to redesignate the Future Land Use Map within the City's Comprehensive Plan (Chapter Three: Land Use) from Public Park & Open Space to Mixed Residential (Tax Key No. 611-8972-001) and for the properties located at 50**

S. 124 St. from Single Family to Mixed Residential (Tax Key Nos. 611-8968-000 and 611-8967-000), Greenfield, Milwaukee County, Wisconsin, (map attached as Exhibits A and B hereto and incorporated herein by reference) more particularly described as follows:

“A”

The West 457 feet of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom the West 60 feet for public street purposes and the South 200 feet in the Village of Hales Corners and the West 157 feet of the South 277.45 feet and at that part which is bounded and described as follows: Commencing at a point 297 feet East of the Southwest corner of said $\frac{1}{4}$ Section; thence North 277 feet to a point; thence East 130 feet to a point; thence South 32.45 feet to a point; thence East 30 feet to a point; thence South 245 feet to a point on the South line of said $\frac{1}{4}$ Section; thence West 160 feet to the point of commencement.

Tax Key No. 611-8972-001

“B”

That part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point in the South line of said $\frac{1}{4}$ Section 657 feet East of the Southwest corner of said $\frac{1}{4}$ Section; thence East 523.30 feet to a point; thence North 661.48 feet to a point; thence West 731.49 feet to a point; thence South 416.90 feet to a point; thence East 200 feet to a point; thence South 245 feet to the point of beginning. Excepting therefrom that part in the Village of Hales Corners.

Tax Key No. 611-8968-000

“C”

That part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point in the South line of said $\frac{1}{4}$ Section 1180.30 feet East of the Southwest corner of said $\frac{1}{4}$ Section; thence East 132 feet to a point; thence North 661.44 feet to a point; thence West 132 feet to a point; thence South 661.48 feet to the point of commencement. Excepting therefrom those parts in the Village of Hales Corners.

Tax Key No. 611-8967-000

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

PART VI. 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 _____ day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

Exhibit A: Parcels to be amended

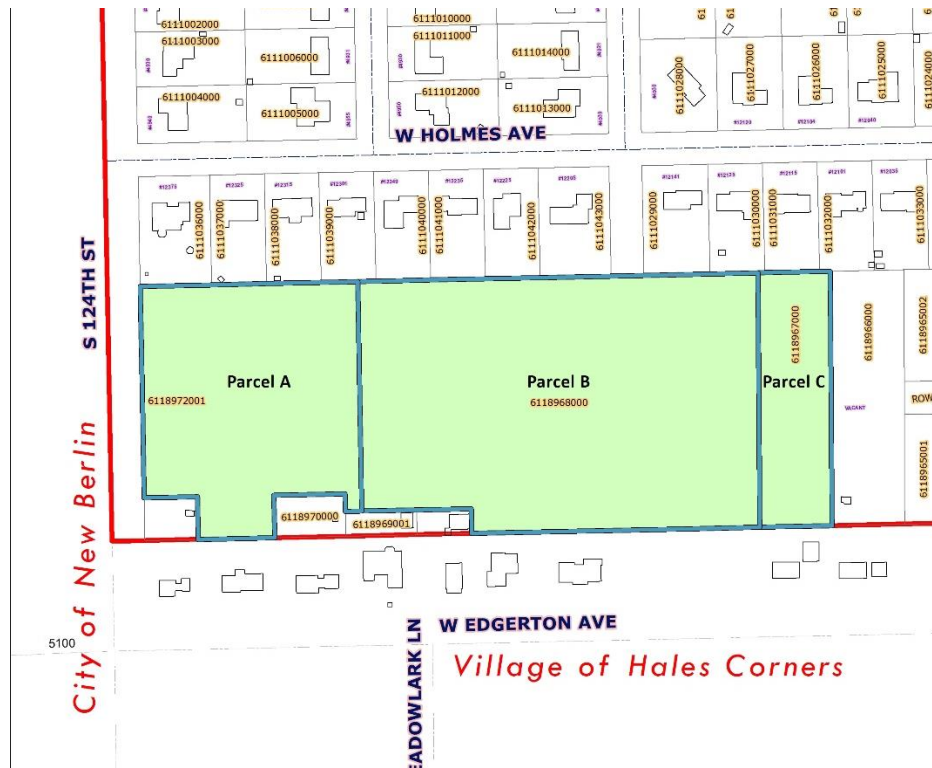
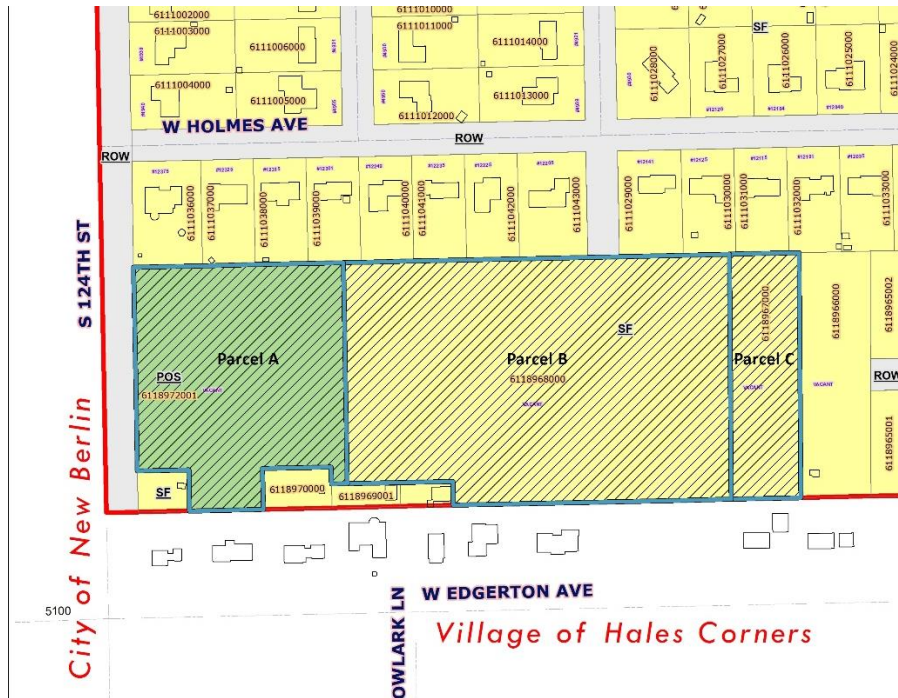


Exhibit B: Existing Land Use Map



ORDINANCE NO. _____

Ordinance to amend the official Greenfield Zoning Map by rezoning the properties located at 50** S. 124 St. from R-1 Single-Family Residential District to PUD Planned Unit Development – Residential (Tax Key Nos. 611-8972-001, 611-8968-000 and 611-8967-000)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing virtually through the Zoom format on Tuesday, the 15th day of December, 2020, at 7:00 p.m. or soon thereafter, upon a proposal to rezone the properties located at 50** S. 124 St. from R-1 Single-Family Residential District to PUD Planned Unit Development – Residential; 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.

NOW, THEREFORE, 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 (map attached as Exhibit A hereto and incorporated herein by reference) to provide that the following described land, located 50** S. 124 St. from R-1 Single-Family Residential District to PUD Planned Unit Development – Residential as follows:

“A”

The West 457 feet of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom the West 60 feet for public street purposes and the South 200 feet in the Village of Hales Corners and the West 157 feet of the South 277.45 feet and at that part which is bounded and described as follows: Commencing at a point 297 feet East of the Southwest corner of said $\frac{1}{4}$ Section; thence North 277 feet to a point; thence East 130 feet to a point; thence South 32.45 feet to a point; thence East 30 feet to a point; thence South 245 feet to a point on the South line of said $\frac{1}{4}$ Section; thence West 160 feet to the point of commencement.

Tax Key No. 611-8972-001

“B”

That part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point in the South line of said $\frac{1}{4}$ Section 657 feet East of the Southwest corner of said $\frac{1}{4}$ Section; thence East 523.30 feet to a point; thence North 661.48 feet to a point; thence

West 731.49 feet to a point; thence South 416.90 feet to a point; thence East 200 feet to a point; thence South 245 feet to the point of beginning. Excepting therefrom that part in the Village of Hales Corners.

Tax Key No. 611-8968-000

“C”

That part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point in the South line of said $\frac{1}{4}$ Section 1180.30 feet East of the Southwest corner of said $\frac{1}{4}$ Section; thence East 132 feet to a point; thence North 661.44 feet to a point; thence West 132 feet to a point; thence South 661.48 feet to the point of commencement. Excepting therefrom those parts in the Village of Hales Corners.

Tax Key No. 611-8967-000

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 _____ day of _____, 2020.

APPROVED:

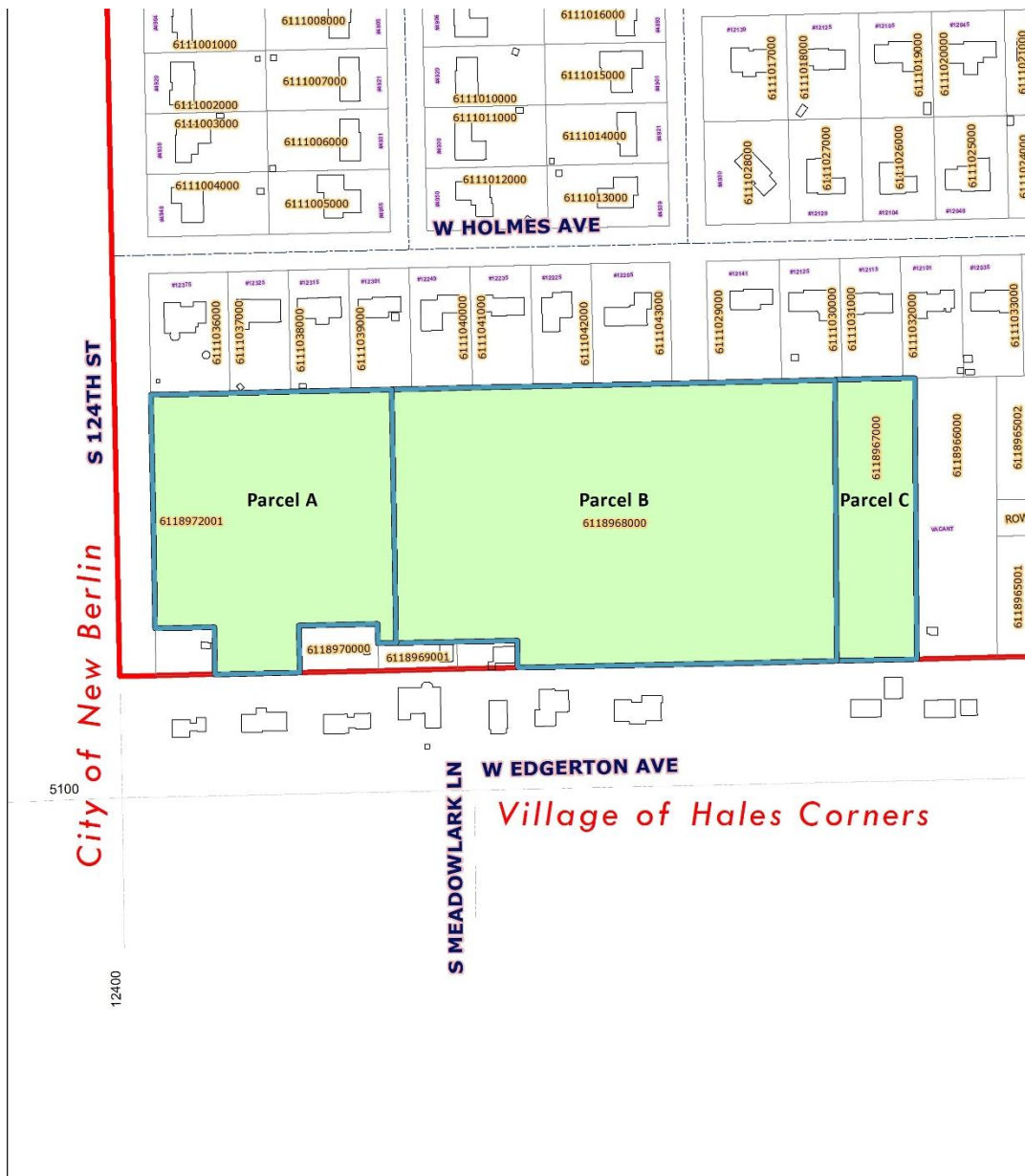
Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

Exhibit A: Parcels to be amended



Sheryl Hartman

From: Jennifer Goergen
Sent: Friday, December 11, 2020 3:34 PM
To: Kristi Porter; Sheryl Hartman
Subject: RE: letter for 4265 S. 60 St.

Sherry can print this as a record, but she said we did not receive a letter from them.

Jennifer Goergen, WCMC/CMC
City Clerk
City of Greenfield
7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5215
Fax: (414) 543-0591
Email: JenniferG@Greenfieldwi.us

From: Kristi Porter
Sent: Friday, December 11, 2020 2:41 PM
To: Jennifer Goergen <Jennifer.Goergen@greenfieldwi.us>; Sheryl Hartman <Sheryl.Hartman@greenfieldwi.us>
Subject: letter for 4265 S. 60 St.

Jennifer/Sherry,

Did you ever receive a letter of objection for the Speedway Special Use Permit at 4265 S. 60 St.? I received a phone call from the owner of 4337-43 S. 60 St., I believe on December 7th, objecting to it. I asked her to submit a letter to your office.

Do we recognize the phone call as a form of communication opposing a public hearing item?

Kristi Porter

Community Development Manager
City of Greenfield
7325 W. Forest Home Ave., Greenfield, WI 53220
kristi.porter@greenfieldwi.us
414-329-5342 (o)

RESOLUTION NO. ____

Special Use Permit for Speedway, a proposed beer store, to be located at 4265 S. 60 St., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 572-8939-000)

WHEREAS, Jill Shaw, d/b/a Speedway, 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 a beer store at 4265 S. 60 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 15, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Jill Shaw, d/b/a Speedway, LLC, represents Speedway, LLC, PO Box 1580, Springfield, OH 45501.
2. The property is owned by Emro Marketing Company, 539 S Main St, Findlay, OH 45840.
3. Speedway owns and operates the entire 3,922 sq. ft. building located at 4265 S. 60 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

The East 237.27 feet of the South 247.29 feet of the Northeast 1/4 of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin, excepting therefrom the East 55 feet and the South 45 feet for public street purposes.

Tax Key No. 572-8939-000

Said land being located at 4265 S. 60 St.

4. The applicant is proposing to establish a beer store within the existing commercial gas station/convenience store building.
5. The aforesaid premise is zoned C-3 Highway and Commercial Service Business District under the Zoning Ordinance of the City of Greenfield, which permits Beer, Wine, and Liquor Stores as a Special Use, 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. 60th St. corridor that is developed for mixed uses. Properties to the north, and west are developed as residential. Properties to the east are developed as residential and commercial. Properties to the 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 Jill Shaw, d/b/a Speedway, LLC, to establish a beer store, to be located at 4265 S. 60 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 November 10, 2020 and by the Common Council on December 15, 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 Speedway will be twenty-four (24) hours, seven (7) days/week. Beer sales hours are regulated by the liquor license.
4. Off-Street Parking. The entire building, requires thirty-four (34) off-street parking stalls. Twenty-eight (28) off-street parking stalls are to be provided on site. The Common Council may waive the parking 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 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 view by the existing fence/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.

Jill Shaw, d/b/a Speedway, LLC

Provided to applicant on the
_____ day of _____, 2020

Community Development Manager

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

Special Use Permit for Speedway, a proposed beer store, to be located at 3390 W. Loomis Rd., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 553-0426-002)

WHEREAS, Jill Shaw, d/b/a Speedway, 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 a beer store at 3390 W. Loomis Rd.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 15, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Jill Shaw, d/b/a Speedway, LLC, represents Speedway, LLC, PO Box 1580, Springfield, OH 45501.
2. The property is owned by Speedway LLC, 539 S Main St, Findlay, OH 45840.
3. Speedway owns and operates the entire 3,200 sq. ft. building located at 3390 W. Loomis Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lots 10 through 17 in Block 14 in Lynndale No. 2, a recorded subdivision, being a part of the Southeast ¼ of Section 13, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 553-0426-002

Said land being located at 3390 W. Loomis Rd.

4. The applicant is proposing to establish a beer store within the existing commercial gas station/convenience store building.
5. The aforesaid premise is zoned C-3 Highway and Commercial Service Business District and C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Beer, Wine, and Liquor Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Loomis Rd. corridor that is developed for mixed uses. Properties to the north and east are developed as residential and commercial. Properties to the south are developed as commercial and vacant. Properties to the west are developed as residential.

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 Jill Shaw, d/b/a Speedway, LLC, to establish a beer store, to be located at 3390 W. Loomis Rd., 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 November 10, 2020 and by the Common Council on December 15, 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 Speedway will be Monday – Saturday, 5:30 a.m. – 11:00 p.m.; Sunday, 6:30 a.m. – 10:00 p.m. Beer sales hours are regulated by the liquor license.
4. Off-Street Parking. The entire building, requires twenty-nine (29) off-street parking stalls. Twenty-nine (29) off-street parking stalls are to be provided on site.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields 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 view by the existing fence/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.

Jill Shaw, d/b/a Speedway, 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:

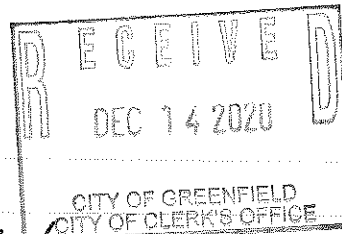
Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Radaj

Dec 11, 2020



City of Greenfield
7335 W Forest Home Ave
Greenfield VT 53220

To Common Council

I reject and vote No to
Special Use Permit for a
Beer store within Speedway
located 6000 W Layton Ave
Tax Key 603-0198-001

Cordially,
K.A. Radaj
Resident
6057 W Armour Ave
Greenfield VT 53220

RESOLUTION NO. ____

Special Use Permit for Speedway, a proposed beer store, to be located at 6000 W. Layton Ave., submitted by Jill Shaw, d/b/a Speedway, LLC. (Tax Key No. 603-0198-001)

WHEREAS, Jill Shaw, d/b/a Speedway, 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 a beer store at 6000 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 15, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Jill Shaw, d/b/a Speedway, LLC, represents Speedway, LLC, PO Box 1580, Springfield, OH 45501.
2. The property is owned by Speedway LLC, 539 S Main St, Findlay, OH 45840.
3. Speedway owns and operates the entire 3,400 sq. ft. building located at 6000 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 6021, being a part of the Southeast ¼ of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Said land being located at 6000 W. Layton Ave.

4. The applicant is proposing to establish a beer store within the existing commercial gas station/convenience store building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Beer, Wine, and Liquor Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Layton Ave. corridor that is developed for mixed uses. Properties to the north developed as residential. Properties to the south, east, and west are developed as commercial.
7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Jill Shaw, d/b/a Speedway, LLC, to establish a beer store, to be located at 6000 W. Layton Ave., 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 November 10, 2020 and by the Common Council on December 15, 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 Speedway will be twenty-four (24) hours, daily. Beer sales hours are regulated by the liquor license.
4. Off-Street Parking. The entire building, requires thirty (30) off-street parking stalls. Thirty (30) off-street parking stalls are to be provided on site.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light spays from the property boundaries. Full-cut off fixtures and or house side shields 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 view by the existing fence/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.

Jill Shaw, d/b/a Speedway, LLC

Provided to applicant on the
_____ day of _____, 2020

Community Development Manager

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

Special Use Permit for Falcon One, a proposed tobacco store, to be located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One, Inc. (Tax Key No. 563-9986-008)

WHEREAS, Yash Patel, d/b/a Falcon One, Inc., 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 a tobacco store at 3765 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 15, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Yash Patel, d/b/a Falcon One, Inc., resides at 8216 S. 77 St., Franklin, WI 53132.
2. The property is owned by Garden Mall LLC, PO Box 170170, Milwaukee, WI 53217.
3. Falcon One will occupy approximately 1,800 sq. ft. of the multi-tenant commercial building located at 3765 S. 108 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 3 of Certified Survey Map No. 1126, being a part of the Southeast ¼ Section 18, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom those parts conveyed in Document 10571314.

Tax Key No. 563-9986-008

Said land being located at 3765 S. 108 St.

4. The applicant is proposing to establish a tobacco store within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Tobacco Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 108 St. corridor that is developed for commercial uses. Properties to the north, south, and east are developed as commercial. Properties to the west are developed as residential.
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 Yash Patel, d/b/a Falcon One, Inc., to establish a tobacco store, to be located at 3765 S. 108 St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on November 10, 2020 and by the Common Council on December 15, 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 Falcon One will be 9:00am – 9:00pm, seven (7) days/week.
4. Off-Street Parking. The Falcon One tenant space requires nine (9) off-street parking spaces. Remaining tenant space requires 66 off-street parking spaces for a total of 75 required parking spaces for the entire building, under the category of “Miscellaneous retail stores.” One hundred sixty (160) off-street parking stalls are to be provided on site.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields 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 view by the existing fence/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.

Yash Patel, d/b/a Falcon One, Inc.

Peter Langhoff, d/b/a Garden Mall 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.

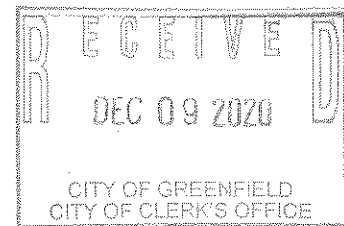
APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

December 4, 2020



As longtime residents of the small Haker Park subdivision, we want to express our concerns about rezoning and the plans to redevelop our neighborhood. We are not in agreement with these plans.

Current traffic at the Layton and Loomis intersection, entering and exiting I-894 in all directions, and crossing Loomis Road at Coldspring has been challenging for quite some time. Adding new large businesses, an entertainment complex, commercial retail development, and highly populated apartments and condominiums will only exacerbate the already complicated traffic patterns. There are three medical facilities just a bit south of this future project and one of them has recently closed. Perhaps another healthcare business will relocate to that building.

We spent almost a year trying to get a former alderperson to adjust the new, taller, brighter spotlights that had been erected at the Park and Ride lot a few years ago, and at that time we realized the city did not care about how those extremely bright lights were glaring down into our bedrooms. With the new plans that are being presented, we might as well be living on an airport runway.

We especially do not want to see any type of hotel become part of Greenfield's east side and inserted into our design of modest, comfortable homes. As it would most likely be a budget type chain hotel, we also do not need clientele who look for these accommodations to be staying in our area everyday. We have two wonderful public schools on the fringe of this planned development and any type of hotel simply would not coexist in this area.

If Greenfield wants to develop this type of big business, may we suggest using some of the large spaces, rundown stores, and vacant buildings along S. 27th Street. Maybe a facelift on that major thoroughfare would provide additional revenue for the city. But, please....not in our backyard!

Ron and Karen Saurer
3610 W. Armour Avenue

Sheryl Hartman

From: ERIC LENZ <eric.lenz@yahoo.com>
Sent: Monday, December 14, 2020 9:01 AM
To: z GF Clerk Dept
Subject: RE-Zoning comments

To: Plan Commission, Common Council, and Cobalt:

My question that I would like addressed at the hearing regarding the re-zoning of the 4000-4400 block of Loomis Rd, etc.:

Aside from the bank property, there are approximately 5 other properties along Loomis Rd. which have not been included in this process. What is the reasoning, especially for the locksmith property which certainly is blighted, that they are not included herein?

Eric D. Lenz

ORDINANCE NO. _____

ORDINANCE TO AMEND THE OFFICIAL GREENFIELD ZONING MAP BY REZONING
VARIOUS PROPERTIES ON THE EAST SIDE OF THE 4000-4400 BLOCKS OF W.
LOOMIS ROAD AND ON THE NORTH SIDE OF THE 4000-4400 BLOCKS OF W.
LAYTON AVENUE TO A NEWLY CREATED PUD PLANNED UNIT DEVELOPMENT
DISTRICT (PUD #2)

WHEREAS, a petition for zoning change having been filed to change the zoning on 26 properties from R-2 Single-Family Residential Conservation District, R-3 Single Family Residential Conservation District, R-4 Single-Family and Two-Family Residential District, M-1 Light Manufacturing District, C-2 Community Commercial District, and PUD Planned Unit Development District to a Planned Development District, such parcels being located on the east side of the 4000-4400 blocks of W. Loomis Road and on the north side of the 4000-4400 blocks of W. Layton Avenue, and such lands being specifically located as listed in Table 1 in Section 1 below; and,

WHEREAS, the Plan Commission having reviewed the Planned Development District # 2 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District # 2 (The Interchange) be approved; and,

WHEREAS, a Public Hearing having been held before the Common Council on December 15, 2020, and the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed Planned Development District # 2 is consistent with the Comprehensive Master Plan of the City of Greenfield, Wisconsin, and contains more than 3 acres; and,

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District # 2 will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Common Council of the City of Greenfield do ordain as follows:

PART I: Section 21.04.0102 (Zoning District Maps) of the Municipal Code of the City of Greenfield, Wisconsin, is hereby amended to provide that the zoning district designation for the properties described below be changed from R-2 Single-Family Residential Conservation District, R-3 Single Family Residential Conservation District, R-4 Single-Family and Two-Family Residential District, M-1 Light Manufacturing District, C-2 Community Commercial

District, and PUD Planned Unit Development District to Planned Development District # 2 (The Interchange), Planned Development District # 2 being as is created under Part 2 of this Ordinance:

PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7221 AND LANDS IN THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE N00°20'39"W ALONG THE WEST LINE OF SAID 1/4 SECTION 920.88 FEET TO A POINT; THENCE N89°39'21"E 586.30 FEET TO A POINT ON THE NORTHERLY LINE OF INTERSTATE "894" AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N69°37'14"W ALONG SAID NORTHERLY LINE 331.55 FEET; THENCE N56°20'13"W ALONG SAID LINE 214.66 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST LOOMIS ROAD (S.T.H. "36"); THENCE NORTHEASTERLY 305.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 1085.92 FEET AND WHOSE CHORD BEARS N33°40'50"E 304.24 FEET; THENCE N41°44'00"E ALONG SAID SOUTHERLY LINE 174.97 FEET; THENCE S57°15'15"E 441.19 FEET; THENCE N88°42'28"E 184.75 FEET; THENCE N31°07'40"E 105.00 FEET TO THE SOUTHEASTERLY CORNER OF CERTIFIED SURVEY MAP 7583; THENCE N24°39'59"E ALONG THE EASTERLY LINE OF SAID C.S.M. 150.53 FEET TO THE NORTHEASTERLY CORNER OF SAID C.S.M. 7583; THENCE N55°40'22"W ALONG THE NORTHERLY LINE OF SAID C.S.M. 511.60 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOOMIS ROAD; THENCE N41°44'00"E ALONG SAID SOUTHERLY LINE 883.22 FEET; THENCE S47°13'33"E ALONG THE WESTERLY LINE OF COLDSPRING WOODS 256.22 FEET; THENCE S07°57'10"E ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF SOUTHGATE MANOR ADDITION NO. 1 AND ITS EXTENSION 989.33 FEET; THENCE S52°21'50"E 260.59 FEET; THENCE S55°47'10"E 201.60 FEET TO A POINT ON THE WEST LINE OF VILLA MANN SUBDIVISION NO. 2, SAID POINT BEING 68.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1, BLOCK 4 OF SAID VILLA MANN; THENCE S84°21'15"W 1338.56 FEET TO THE POINT OF BEGINNING.

and

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 6 NORTH, RANGE 21 EAST IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 23, THENCE SOUTH 88°38'51" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 SECTION A DISTANCE OF 323.00

FEET TO THE POINT OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH 88°38'51" WEST ALONG SAID SOUTH LINE 343.00 FEET TO A POINT ON THE CENTERLINE OF SOUTH 45TH STREET; THENCE NORTH 00°20'39" WEST ALONG SAID CENTERLINE 330.01 FEET TO A POINT ON THE NORTH LINE OF LOT 25 AND ITS EXTENSION IN SHIRLEY CREST ADDITION; THENCE NORTH 88°38'51" EAST ALONG SAID NORTH LINE 190.01 FEET TO A POINT IN THE CENTERLINE OF AN 20 FOOT WIDE VACATED ALLEY; THENCE NORTH 00°20'39" WEST ALONG SAID CENTERLINE 20.90 FEET TO A POINT ON THE NORTH LINE OF LOT 13 AND ITS EXTENSION IN SHIRLEY CREST ADDITION; THENCE SOUTH 74°28'53" EAST ALONG SAID NORTH LINE 245.18 FEET TO A POINT ON THE CENTERLINE OF WEST LOOMIS ROAD; THENCE NORTH 16°04'30" EAST ALONG SAID CENTERLINE 265.33 FEET TO A POINT; THENCE NORTH 83°26'34" EAST 108.30 FEET TO A POINT; THENCE NORTH 74°44'11" EAST 59.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24; THENCE SOUTH 00°20'39" EAST ALONG SAID WEST LINE 18.45 FEET TO A POINT; THENCE NORTH 89°39'21" EAST 24.75 FEET TO A POINT; THENCE SOUTH 00°20'39" EAST 19.52 FEET TO A POINT; THENCE NORTH 88°32'34" EAST 330.11 FEET TO A POINT; THENCE SOUTH 84°55'38" EAST 175.83 FEET TO A POINT; THENCE SOUTH 00°42'58" EAST 62.14 FEET TO A POINT; THENCE NORTH 88°32'34" EAST 638.96 FEET TO A POINT; THENCE SOUTH 00°20'39" EAST 436.45 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 24; THENCE SOUTH 88°32'34" WEST ALONG SAID SOUTH LINE 954.30 FEET TO A POINT; THENCE NORTH 00°20'39" WEST 190.00 FEET TO A POINT; THENCE SOUTH 88°32'34" WEST 215.00 FEET TO A POINT; THENCE SOUTH 88°38'51" WEST 266.71 FEET TO A POINT ON THE CENTERLINE OF WEST LOOMIS ROAD; THENCE SOUTH 16°04'30" WEST ALONG SAID CENTERLINE 199.11 FEET TO THE POINT OF BEGINNING.

Table 1: Planned Development District # 2					
Tax Key Number	Address	Property Owner	Current Zoning	Proposed Zoning	Acreage
600-0081-004	N/A	WisDOT	R-3 Single Family Residential Conservation District	PDD # 2	.35
600-0081-007	N/A	WisDOT	None	PDD # 2	16.0
600-9960-004	4001 W. Loomis Rd.	City of Greenfield	M-1 Light Manufacturing District	PDD # 2	1.75
600-9960-003	4047 W. Loomis Rd.	Park Hill, LLC	M-1 Light Manufacturing District	PDD # 2	1.35
600-9962-001	4061 W. Loomis Rd.	Park Hill, LLC	M-1 Light Manufacturing District	PDD # 2	2.11

600-9967-001	4205 W. Loomis Rd.	Daniel Boyung	M-1 Light Manufacturing District	PDD # 2	1.58
600-9958-001	4239 W. Loomis Rd.	City of Greenfield	M-1 Light Manufacturing District	PDD # 2	1.3
600-9957-002	4253 W. Loomis Rd.	City of Greenfield	M-1 Light Manufacturing District	PDD # 2	.98
601-0393-000	46** S. 45 th St.	Kiriaki, Inc.	R-3 Single Family Residential Conservation District	PDD # 2	.15
601-0392-000	4670 S. 45 th St.	Kiriaki, Inc.	R-3 Single Family Residential Conservation District	PDD # 2	.15
601-0391-000	4674 S. 45 th St.	Kiriaki, Inc.	R-3 Single Family Residential Conservation District	PDD # 2	.18
601-0381-001	4390 W. Loomis Rd.	Kiriaki, Inc	C-2 Community Commercial District	PDD # 2	1.37
601-9854-001	4365 W. Loomis Rd.	Cobalt Development Holdings, LLC	C-2 Community Commercial District	PDD # 2	.26
601-9853-001	4377 W. Loomis Rd.	MHS Properties, LLC	C-2 Community Commercial District	PDD # 2	.6
600-9951-001	4650 S. 43 rd St.	Jose Luis Gonzalez DBA Friends Landscaping	R-2 Single Family Residential Conservation District	PDD # 2	.9
600-9950-000	4658 S. 43 rd St.	Steven D. Petrovich	R-2 Single Family Residential Conservation District	PDD # 2	.94
600-9949-000	4666 S. 43 rd St.	Dorothy G. Schmidt	R-2 Single Family Residential Conservation District	PDD # 2	.94
600-9948-000	4676 S. 43 rd St.	Christine Hallen	R-4 Single-Family and Two-Family Residential District	PDD # 2	.34
600-9946-000	4200 W. Layton Ave.	Robert R. and Carol R. Engler	C-2 Community Commercial District	PDD # 2	.65

		Revocable Living Trust			
600-9945-000	4110 W. Layton Ave.	TCB Development Co, LLC	R-2 Single Family Residential Conservation District	PDD # 2	.49
600-9944-000	4142 W. Layton Ave.	TCB Development Co, LLC	R-2 Single Family Residential Conservation District	PDD # 2	.76
600-9943-003	41** W. Layton Ave.	TCB Development Co, LLC	R-2 Single Family Residential Conservation District	PDD # 2	.76
600-9943-002	4040 W. Layton Ave.	TCB Development Co, LLC	R-2 Single Family Residential Conservation District	PDD # 2	1.73
600-9924-001	4010 W. Layton Ave.	TCB Development Co, LLC	PUD Planned Development District	PDD # 2	.57
600-9941-001	4000 W. Layton Ave.	TCB Development Co, LLC	PUD Planned Development District	PDD # 2	.56
600-9939-001	3910 W. Layton Ave.	TCB Development Co, LLC	PUD Planned Development District	PDD # 2	1.54

PART II: Section 21.04.0450 of the Municipal Code of the City of Greenfield, Wisconsin, is hereby created to read as follows:

Section 21.04.0450 PLANNED DEVELOPMENT DISTRICT # 2 (The Interchange)

A. In General.

1. This Planned Development District shall be constructed, operated and maintained as a mixed-use development and shall be in conformance with Exhibit A attached hereto, and all applicable terms and provisions of the Municipal Code not enumerated herein and not contrary to the terms or provisions of this Ordinance, including, but not limited to such permits as are required under the Municipal Code for building permits, stormwater and erosion control, and the like. Conceptual development plans, certified survey maps, and detailed site, landscaping and architectural plans shall

be forthcoming and shall receive separate approval of the Plan Commission and Common Council.

The plans contained in Exhibit A are only of sufficient detail as to satisfy the Plan Commission and the Common Council as to the general character, scope, and appearance of the District. All development within the District is subject to and conditioned upon the submittal and approval of more specific and detailed plans as each stage of development progresses.

2. Intent. In addition to the general intent for planned development districts identified in § 21.04.0401, it is the intent of the Planned Development District # 2 to facilitate the development of a high-quality office, medical, commercial, hospitality and recreation/entertainment mixed use area and:

- i. All development within Planned Development District # 2 shall comply with the zoning, construction, stormwater, erosion control and land division standards and requirements of the Municipal Code except as otherwise specifically set forth within this Ordinance.
- ii. Accommodate the clustering of buildings on parcels of land under individual or multiple ownership.
- iii. Provide for an arrangement of business, administrative, research and development, technology, office, medical, commercial, multi-family, and recreational/entertainment uses that are compatible in function, form and operation.
- iv. Apply high-quality architectural and site design considerations whenever new principal and/or accessory structures are constructed.
- v. Provide a safe, interconnected, and pedestrian-friendly network of public streets, private roads, sidewalks and trails throughout the District, and through this network, with the surrounding community.
- vi. Provide sufficient off-street parking for all uses and properties which allows and encourages shared parking arrangements through the use of easements and other similar agreements.
- vii. Be served by public sanitary sewer and water supply facilities.
- viii. A Permitted Use lawfully existing and established with an existing principal building within the area of this Planned Development District # 2 prior to and upon the effective date of this Ordinance shall remain as such Permitted

Use and a conforming use; provided, however, that any future addition, expansion and/or enlargement to the use and/or amendment to any site plan for the use, may be permitted and/or granted only upon the consideration of all applicable standards for the review and approval of such permits and site plans, and the Planned Development District Intent and District Standards in this Section.

ix. A Special Use lawfully existing and established within the area of this Planned Development District # 2 prior to and upon the effective date of this Ordinance shall remain as such Special Use and a conforming use; provided, however, that any future amendment to the Special Use Permission, may be granted only upon the consideration of all applicable standards for the review and approval of Special Uses, and the Planned Development District Intent and District Standards in this Section.

B. Uses.

1. Permitted Uses and Special Uses within Planned Development District # 2 shall be as shown in Tables 21.04.0602 and 21.04.0603, which shall be amended as shown [NOTE: Uses not shown below shall be left blank indicating that they are not permitted or special uses within PDD # 2):

Permitted Uses	Special Uses
General commercial retail	Gas station/convenience store/car wash
Professional services	
General office	
Medical office/general medical uses	
Recreational/entertainment uses	
Restaurants, with or without drive-thru	
Multi-family residential housing	
Billboard	
Parking structure	

C. It is the intent of Planned Development District # 2 to establish the following:

1. Commercial/retail/office/medical (up to 400,000 sq. ft. north of the I-894 interchange in the vicinity of the park-n-ride parcel, up to five (5) stories in height).
2. Recreational/entertainment (up to 300,000 sq. ft. north of the I-894 interchange in the vicinity of the park-n-ride parcel, up to four (4) stories in height).
3. Hospitality (north or south of the I-894 interchange, up to 130 rooms, up to five (5) stories in height).

4. Multi-Family Residential (north or south of the I-894 interchange, up to 600 units, up to four (4) stories in height with subterranean parking).
5. Commercial/retail/office/medical (up to 160,000 sq. ft. south of the I-894 interchange, north of W. Layton Ave., up to five (5) stories in height).
6. Convenience store/gas station/car wash (south of the I-894 interchange, north of W. Layton Ave.).
7. Billboard (north or south of the I-894 interchange).
8. Parking structure (north or south of the I-894 interchange).

Table 21.04.0450C
DEVELOPMENT STANDARDS

Type of Standard	Standard
Landscape Surface Ratio and Floor Area	
Minimum Landscape Surface Ratio (LSR)	0.25
Lot Dimensional Requirements	
Minimum Lot Area (s.f.)	40,000
Minimum Lot Width at Setback Line (feet)	150
Minimum Front Yard (feet)	20
Minimum Side Yard (feet)	15
Minimum Side Yard on Corner Lot (feet)	30
Minimum Rear Yard (feet)	25
In connection with the approval of Site Plans, the Plan Commission may waive the above Landscape Surface Ratio and Floor Area or the Lot Dimensional Requirements or both within Planned Development District # 2. The Plan Commission may consider the applicable standards in making such determinations.	
Maximum Building Height	
Principal Structure (stories/ft.)	5.0/60
Accessory Structure (stories/ft.)	1.0/35
Upon approval of Site Plans, the Plan Commission may waive the maximum height regulations.	

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

PART V: This ordinance shall take effect and be in force upon its passage and on the day after its publication.

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

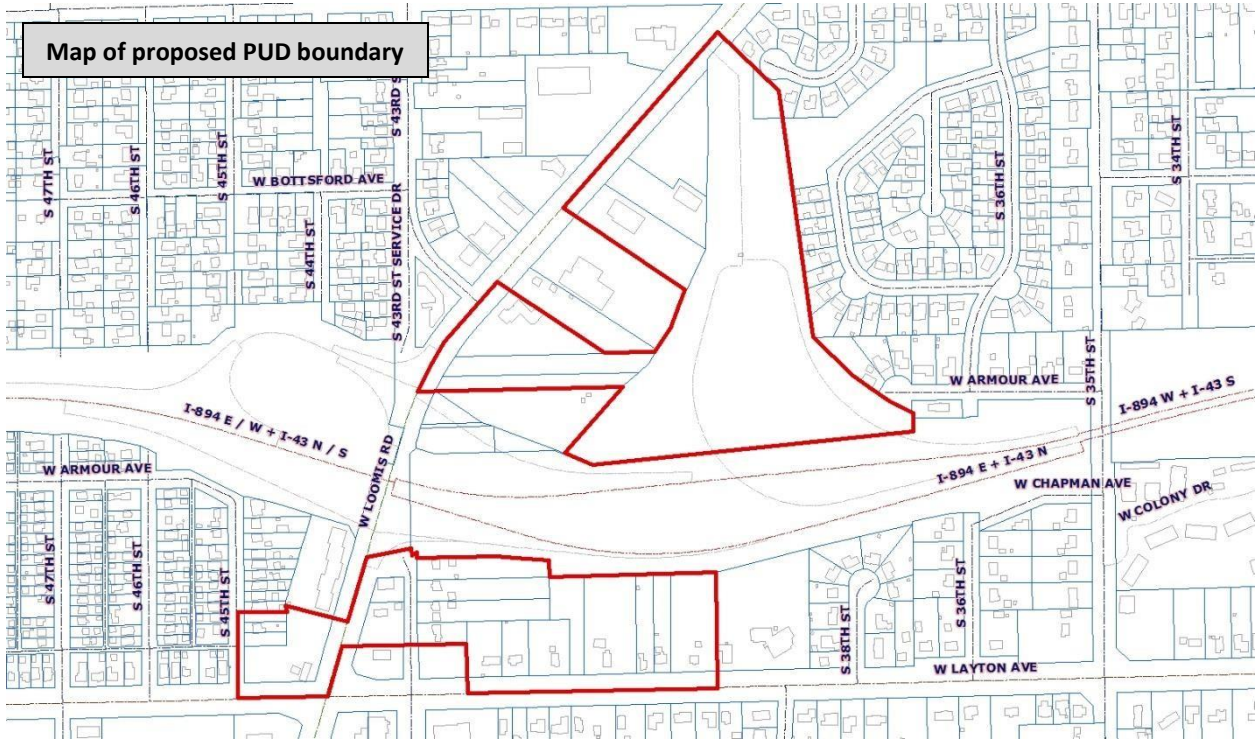
APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Exhibit A - PDD # 2 Site Figure



ORDINANCE NO. ____

Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 4267 W. Loomis Rd. from no official zoning district to I Institutional District.
(Tax Key No. 600-9956-006)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing virtually through the Zoom format on Tuesday, the 15th day of December, 2020, at 7:00 p.m. or soon thereafter, upon a proposal to rezone the property located at 4267 W. Loomis Rd. from no official zoning district to I Institutional District; 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 Statutes; and,

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 no official zoning district to I Institutional District to-wit:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 6 North, Range 21 East, situated in the City of Greenfield, Milwaukee County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 24; thence N 00°20'39" W, along the west line of said SW 1/4, 1162.32 feet; thence N 89°39'21" E, at a right angle, 100.04 feet to the southeasterly right-of-way line of W. Loomis Road and the Point of Beginning; thence N 88°38'14" E, 721.27 feet to the former westerly right-of-way line of I-894; thence S 48°42'40" W, along said westerly line, 4.27 feet; thence S 40°57'41" W, along said westerly line, 144.68 feet; thence S 43°17'53" W, along said westerly line, 197.31 feet to the northerly line of I-894; thence N 69°37'13" W, along said northerly line, 331.55 feet; thence N 56°20'12" W, along said northerly line, 214.84 feet, to said southeasterly right-of-way line of W. Loomis Road, and on a point of a curve; thence Northeasterly, along said southeasterly line, and along the arc of a curve to the right, 4.41 feet, said curve having a radius of 1085.92 feet and a chord bearing N 25°37'35" E, 4.41 feet to the Point of Beginning.

Said land contains approximately 100,058 square feet, or 2.297 acres of land, more or less, and is located at:

4267 W. Loomis Rd. (Tax Key No. 600-9956-006)

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 15th day of December, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

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 MARCH 3, 2021

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 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 March 3, 2021 unless otherwise revoked or extended by Resolution.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 15th day of December, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 1.50 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD RELATING TO
THE PLACEMENT OF CAMPAIGN SIGNS WITHIN THE CITY**

WHEREAS, the Common Council previously adopted section 1.50 of the Municipal Code of the City of Greenfield which establishes certain rules related to elections within the City including the placement of campaign signs; and

WHEREAS, the Common Council desires to modify such rules for the purposes of providing better clarity; and

WHEREAS, the Common Council recognizes the need to balance the health, welfare and safety of the community with the right to free speech under the Constitution — especially as it relates to speech related to elections; and

WHEREAS, the Common Council finds that the restrictions enacted herein represent the least restrictive means of protecting the public's interest in the health, safety and welfare of the community;

NOW, THEREFORE, the Common Council of the City of Greenfield do ordain as follows:

PART I: Section 1.50(5) of the Municipal Code is hereby amended as follows
(NOTE: added text is underlined, deleted text is ~~struck through~~):

(5) This section shall be the governing section for political campaign signs throughout the City.

(a) Political campaign signs shall not be posted or placed without the consent of the property owner, lessee or occupant and shall not be posted or placed so as to create a hazard to pedestrians or vehicular traffic.

(b) No campaign signs are permitted on any public property ~~including and the right-of-way is not included in the definition of public property, nor shall any signs be placed in the~~ and medians, except that a campaign sign may be placed within City right-of-way provided that it is done with the permission of the owner,

occupant or lessee of the abutting property and if it otherwise complies with subsection (c).

(c) Any campaign sign permitted to be posted or placed under this section, shall be posted or placed only on the buildable side of any public sidewalk. In the case there is no sidewalk, any election campaign sign permitted to be posted or placed under this section shall be posted or placed on the buildable side of the ditch line, or a minimum of 4 feet in from the edge of the roadway surface if there is no ditch.

(d) Nothing in this section shall be construed as authorizing or permitting the placement or posting of any signage whatsoever in county or state right-of-way, or in violation of any state or county rule, regulation or law.

(e) Any election campaign sign or other sign determined to have been posted or placed in contravention of this section may be forthwith removed by the owner-occupant, tenant or authorized City personnel. If a sign creates a traffic hazard to vehicular and/or pedestrian traffic, it shall be removed by the Police Department or Department of Public Works. A candidate whose campaign signs have been removed by the Police Department or Department of Public Works personnel shall be notified by the Police Department or Department of Public Works regarding said confiscated signs. Confiscated signs shall be destroyed if the candidate fails to reclaim them within 5 days of notification.

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 upon its passage and on the day after its publication.

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

12/10/2020

Arjinder Kaur	2429 W Carpenter AVE	Milwaukee, WI 53221
Clayton Thomas Delcore	708 Blaine AVE Upper	Racine, WI 53405
Erica Marie Torres	9500 N Greenbay RD 310	Brown Deer, WI 53223
Tarunkumar Patel	4635 S 20th ST 210	Milwaukee, WI 53221
Timothy James Vorwald	1227 Kentucky ST	Racine, WI 53405



Committee: Common Council

Item Number:

Introduced By: Jennifer Goergen

Date Introduced: December 15, 2020

RELATING TO: Discussion and decision regarding renewing the City's 2021 insurance policies (which include: liability, auto liability, worker's comp, property, crime, cyber liability, employment practices liability, equipment breakdown/B&M, pollution liability, and storage tanks), and authorize the City Clerk and Mayor to sign related paperwork.

SUMMARY:

Quotes to renew our current policies with our current insurers (liability, auto liability, worker's comp, property, crime, cyber liability, employment practices liability, equipment breakdown/B&M, pollution liability, and storage tanks) were provided and are compared with last year's (2020) premiums below:

CVMIC – Cities and Villages Municipal Insurance Company (liability & worker's comp & misc.)

2021 Policy Quote: Not yet available

(2020 Policy Quote was \$470,596)

Nautilus Insurance Company (Gallagher) (storage tank coverage)

2021 Policy Quote for premium: \$10,721/Program Cost: \$11,686.38 *

(2020 Policy Quote for premium: \$9,853/Program Cost: \$10,792.34)

*TRIA coverage was not recommended last policy year, so it was declined; thus the same is recommend for the 2021 policy year

MPIC – Municipal Property Insurance Company (property)

2021 Policy Quote: \$41,150

(2020 Policy Quote was \$35,222)

ATTACHMENTS: KEY ISSUES ☐ BACKGROUND ☒ RESOLUTION ☐ FISCAL NOTE ☐

**FREE LAREDO ACCESS
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made this _____ day of _____ 2020/2021 (“MOU Effective Date”) between the Milwaukee County Register of Deeds and _____, a State of Wisconsin Agency or Department/ Milwaukee County Municipality a Wisconsin non-profit corporation (“Public Partner”) (collectively, the “Parties,” or individually, a “Party”).

WHEREAS as a governmental courtesy, the Milwaukee County Register of Deeds Office provides free access to available land records through our search portal, Laredo, to certain Public Partners such as inter-County offices; cities, towns and villages within our County; and, a limited number of nonprofit law firms. In exchange for this courtesy access, the following terms and conditions must be complied with to assure continued use of this free service by any Public Partner:

1. It is the responsibility of the Public Partner to provide a secure network, compatible computer and all technical hardware and support necessary to accommodate installation of the associated software program and any ancillary programs required for the functionality of the Laredo program.
2. Public Partners agree that the Laredo program will be utilized solely for the purpose of viewing recorded documents for legitimate business/governmental purposes. Providing copies of documents to the public, clients of our Public Partners or other businesses or individual(s) is strictly prohibited as is conducting title searching, lien searching or harvesting of bulk data for any person or entity outside the control of the Public Partner.
3. Public Partner agrees to protect the data contained in the Laredo program and ensure that only authorized users access such information. The Register of Deeds Office reserves the right to terminate, modify or restrict access to Laredo of any Public Partner in the event of a violation of any terms of the Memorandum of Understanding.
4. Public Partners will be required to recertify for Laredo access every calendar year. Recertification will require an authorized representative to agree to the terms of this Memorandum of Understanding and provide user information to the Register of Deeds Office such as names, email addresses and official capacities/positions of all end users. Once a user is no longer employed by the Public Partner or no longer needs Laredo access, the Register of Deeds Office shall be notified within five business days to terminate password access. Failure to undergo yearly recertification or provide any notice required under this section, will result in suspension of access to Laredo.

5. Please be advised that the Register of Deeds Office does not attest to the legality or accuracy of any recorded instrument in the Laredo system.

Israel Ramón
Milwaukee County Register of Deeds

Date

Date

PACKETS FOR WEDNESDAY, 12 / 09 / 2020 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	11/20/2020	\$	234,262.94
AP CHECKS	11/25/2020	\$	486,259.00
AP CHECKS	12/4/2020	\$	68,648.81

WIRE TRANSFERS - NOVEMBER 2020	\$	949,939.12
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P-CARDS/ 2020 STATEMENT	\$	
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TOTAL \$	1,739,109.87
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CC: PAULA

CC; FINANCE FOLDER

PART I. The wages and salaries of the following officers and employees shall be as follows:

Effective 1/01/2021	START (hrly)	1 YEAR (hrly)	2 YEAR (hrly)	3 YEAR (hrly)	4 YEAR (hrly)
ACCOUNTANT	26.30	27.20	28.15	29.14	30.16
ADMINISTRATIVE ASSISTANT	26.65	27.59	28.56	29.56	30.60
ADMINISTRATIVE ASSISTANT - P&R	25.89	26.78	27.71	28.69	29.70
ASSISTANT COURT CLERK	23.04	23.44	23.86	24.29	24.75
CLERK SPECIALIST	23.63	24.03	24.47	24.92	25.35
CLERK/TYPIST	21.35	21.80	22.15	22.48	22.98
COURT CLERK	23.63	24.03	24.47	24.92	25.35
DEPUTY CITY CLERK	29.96	31.01	32.09	33.22	34.38
ELECTRICAL/PLUMBING/BLDG INSP - ENTRY LEVEL	32.80	33.95	35.14	36.37	37.63
ELECTRICAL/PLUMBING/BLDG INSP W/ 4 CERTIFICATIONS	33.78	34.97	36.19	37.45	38.77
ELECTRICAL/PLUMBING/BLDG INSP W/ ≥5 CERTIFICATIONS	34.80	36.01	37.27	38.58	39.92
EMERGENCY DISPATCHER	24.03	24.77	25.55	26.28	27.17
ENGINEERING SPECIALIST	26.65	27.59	28.56	29.56	30.60
ENVIRONMENTAL HEALTH SPECIALIST	31.17	32.27	33.38	34.55	35.76
FABRICATOR/MECHANIC	29.08	30.10	31.15	32.24	33.36
FINANCE CLERK	21.35	21.80	22.58	22.92	23.44
GIS TECHNICIAN	24.30	25.13	26.02	26.94	27.89
GIS TECHNICIAN, SENIOR	30.41	31.48	32.58	33.72	34.89
LABORER	19.75	20.44	21.17	21.89	22.67
OPERATOR	24.30	25.13	26.02	26.94	27.89
P/T ASST COURT CLERK	23.04	23.10	23.86	24.29	24.75
P/T CLERICAL (GRANDFATHERED)	21.35	21.80	22.58	22.92	23.44
P/T CLERK-TYPIST (AFTER 5/15/15)	14.94	15.46	16.00	16.56	17.15
P/T COMMUNITY SERVICE OFFICER (FIXED RATE)	14.00				
P/T FIRE MARSHALS	22.08				
P/T GRAPHICS COORDINATOR	23.04	23.44	23.86	24.29	24.75
P/T INTERGOVERNMENTAL SANITARIAN SPECIALIST	31.17	32.27	33.38	34.55	35.76
P/T LEAD GROUNDSKEEPER	16.32	16.89	17.48	18.09	18.73
P/T MAINTENANCE WORKER	16.32	16.89	17.48	18.09	18.73
P/T PARK & REC FOREMAN	15.64	16.11	16.64		
P/T PARK & REC LABORER	13.72	14.18	14.69		
P/T POLICE SERVICES SPECIALIST-INVESTIGATOR	22.08				
P/T PUBLIC HEALTH ASSOCIATE	22.08				
P/T PUBLIC HEALTH NURSE	31.17	32.27	33.38	34.55	35.76
P/T TRANSCRIPTIONIST (FIXED RATE)	17.00				
PLANNER	29.63	30.67	31.74	32.85	34.01
POLICE CLERK TYPIST	22.00	22.47	22.81	23.18	23.69
PUBLIC HEALTH NURSE	31.17	32.27	33.38	34.55	35.76
PUBLIC SAFETY EQUIPMENT SPECIALIST	27.81	28.78	29.79	30.83	31.92
SECRETARY	23.63	24.03	24.47	24.92	25.35
SENIOR OPERATOR	28.62	29.62	30.66	31.73	32.84
WORKING FOREMAN	34.63	35.84	37.09	38.39	39.73

Dispatchers or Clerk Typists who are assigned by the Police Chief, or his designee, to train new recruit employees shall receive fifteen dollars (\$15) per day. Shift differential of (\$0.25) twenty-five cents per hour for Non-Represented personnel assigned to either second, third, or swing shift.

Effective 1/01/2021	START (annual)	1 YEAR (annual)	2 YEAR (annual)	3 YEAR (annual)	4 YEAR (annual)
ASST FIRE CHIEF	105,677	109,376	113,206	117,165	121,267
ASST POLICE CHIEF	108,033	111,813	115,727	119,779	123,971
BATTALION CHIEF	89,786	92,926	96,180	99,547	107,582
CASE MANAGER	69,182	71,602	74,108	76,702	79,388
CITY CLERK	84,930	87,904	90,980	94,164	97,461
CODE ENFORCER	54,599	56,508	58,486	60,533	62,651
COMMUNITY DEVELOPMENT MANAGER	84,930	87,904	90,980	94,164	97,461
COURT ADMINISTRATOR	62,315	64,497	66,753	69,091	76,404
DEPUTY COMPTROLLER	81,956	84,825	87,794	90,867	94,047
DEPUTY TREASURER	70,264	72,724	75,269	77,903	80,630
DIRECTOR - NEIGHBORHOOD SERVICES	97,501	100,913	104,444	108,099	111,884
ENVIRONMENTAL ENG/GIS TECH	72,981	75,537	78,181	80,918	83,748
FINANCE DIRECTOR	89,786	92,926	96,180	99,546	105,196
HEALTH OFFICER/DIRECTOR	86,353	89,373	92,503	95,739	101,499
HUMAN RESOURCES DIRECTOR	81,956	84,825	87,794	90,867	94,047
MANAGER OF INFORMATION TECHNOLOGY	105,677	109,376	113,205	117,165	121,267
OFFICE SUPRV/ADMIN COMM COORD/PD/IT	63,832	66,087	68,379	70,772	73,248
OPERATING SYSTEMS ANALYST	68,218	70,605	73,077	75,633	78,280
PARK & RECREATION COORDINATOR	54,599	56,508	58,486	60,533	62,651
PARK & RECREATION DIRECTOR	84,930	87,904	90,980	94,164	97,461
PARKS/FACILITIES SUPERVISOR	73,427	75,629	77,897	80,234	82,642
PARKS MAINTENANCE COORDINATOR	54,599	56,508	58,486	60,533	62,651
POLICE CAPTAIN	102,378	105,962	109,670	113,509	117,482
PROJECT ENGINEER	72,981	75,537	78,181	80,918	83,748
PUBLIC HEALTH NURSE SUPERVISOR	69,182	71,602	74,108	76,702	79,388
PUBLIC HEALTH SPECIALIST	64,516	67,119	69,449	71,879	74,396
RECREATION SUPERVISOR	63,832	66,087	68,379	70,772	73,248
SENIOR ACCOUNTANT	70,264	72,724	75,269	77,903	80,630
SUPERINTENDENT OF PUBLIC WORKS	86,353	89,373	92,503	95,739	104,750
SYSTEMS ADMINISTRATOR	84,930	87,904	90,980	94,164	97,461

The wage as set forth represents the annual rate for the continued employment for that position on an annual basis. This wage does not represent a guarantee of employment for the term represented by the wage.

Effective 1/04/2021 (2.0% increase)	START (hrly)	1 YEAR (hrly)	2 YEAR (hrly)	3 YEAR (hrly)	4 YEAR (hrly)
ACCOUNTANT	26.83	27.74	28.71	29.72	30.76
ADMINISTRATIVE ASSISTANT	27.18	28.14	29.13	30.15	31.21
ADMINISTRATIVE ASSISTANT - P&R	26.41	27.32	28.26	29.26	30.29
ASSISTANT COURT CLERK	23.50	23.91	24.34	24.78	25.25
CLERK SPECIALIST	24.10	24.51	24.96	25.42	25.86
CLERK/TYPIST	21.78	22.24	22.59	22.93	23.44
COURT CLERK	24.10	24.51	24.96	25.42	25.86
DEPUTY CITY CLERK	30.56	31.63	32.73	33.88	35.07
ELECTRICAL/PLUMBING/BLDG INSP - ENTRY LEVEL	33.46	34.63	35.84	37.10	38.38
ELECTRICAL/PLUMBING/BLDG INSP W/ 4 CERTIFICATIONS	34.46	35.67	36.91	38.20	39.55
ELECTRICAL/PLUMBING/BLDG INSP W/ ≥5 CERTIFICATIONS	35.50	36.73	38.02	39.35	40.72
EMERGENCY DISPATCHER	24.51	25.27	26.06	26.81	27.71
ENGINEERING SPECIALIST	27.18	28.14	29.13	30.15	31.21
ENVIRONMENTAL HEALTH SPECIALIST	31.79	32.92	34.05	35.24	36.48
FABRICATOR/MECHANIC	29.66	30.70	31.77	32.88	34.03
FINANCE CLERK	21.78	22.24	23.03	23.38	23.91
GIS TECHNICIAN	24.79	25.63	26.54	27.48	28.45
GIS TECHNICIAN, SENIOR	31.02	32.11	33.23	34.39	35.59
LABORER	20.15	20.85	21.59	22.33	23.12
OPERATOR	24.79	25.63	26.54	27.48	28.45
P/T ASST COURT CLERK	23.50	23.56	24.34	24.78	25.25
P/T CLERICAL (GRANDFATHERED)	21.78	22.24	23.03	23.38	23.91
P/T CLERK-TYPIST (AFTER 5/15/15)	15.24	15.77	16.32	16.89	17.49
P/T COMMUNITY SERVICE OFFICER (FIXED RATE)	14.00				
P/T FIRE MARSHALS	22.52				
P/T GRAPHICS COORDINATOR	23.50	23.91	24.34	24.78	25.25
P/T INTERGOVERNMENTAL SANITARIAN SPECIALIST	31.79	32.92	34.05	35.24	36.48
P/T LEAD GROUNDSKEEPER	16.65	17.23	17.83	18.45	19.10
P/T MAINTENANCE WORKER	16.65	17.23	17.83	18.45	19.10
P/T PARK & REC FOREMAN	15.95	16.43	16.97		
P/T PARK & REC LABORER	13.99	14.46	14.98		
P/T POLICE SERVICES SPECIALIST-INVESTIGATOR	22.52				
P/T PUBLIC HEALTH ASSOCIATE	22.52				
P/T PUBLIC HEALTH NURSE	31.79	32.92	34.05	35.24	36.48
P/T TRANSCRIPTIONIST (FIXED RATE)	17.00				
PLANNER	30.22	31.28	32.37	33.51	34.69
POLICE CLERK TYPIST	22.44	22.92	23.27	23.64	24.16
PUBLIC HEALTH NURSE	31.79	32.92	34.05	35.24	36.48
PUBLIC SAFETY EQUIPMENT SPECIALIST	28.37	29.36	30.39	31.45	32.56
SECRETARY	24.10	24.51	24.96	25.42	25.86
SENIOR OPERATOR	29.19	30.21	31.27	32.36	33.50
WORKING FOREMAN	35.32	36.56	37.83	39.16	40.52

Effective 1/04/2021 (2.0% increase)	START (annual)	1 YEAR (annual)	2 YEAR (annual)	3 YEAR (annual)	4 YEAR (annual)
ASST FIRE CHIEF	107,791	111,564	115,470	119,508	123,692
ASST POLICE CHIEF	110,194	114,049	118,042	122,175	126,450
BATTALION CHIEF	91,582	94,785	98,104	101,538	109,734
CASE MANAGER	70,566	73,034	75,590	78,236	80,976
CITY CLERK	86,629	89,662	92,800	96,047	99,410
CODE ENFORCER	55,691	57,638	59,656	61,744	63,904
COMMUNITY DEVELOPMENT MANAGER	86,629	89,662	92,800	96,047	99,410
COURT ADMINISTRATOR	63,561	65,787	68,088	70,473	77,932
DEPUTY COMPTROLLER	83,595	86,522	89,550	92,684	95,928
DEPUTY TREASURER	71,669	74,178	76,774	79,461	82,243
DIRECTOR - NEIGHBORHOOD SERVICES	99,451	102,931	106,533	110,261	114,122
ENVIRONMENTAL ENG/GIS TECH	74,441	77,048	79,745	82,536	85,423
FINANCE DIRECTOR	91,582	94,785	98,104	101,537	107,300
HEALTH OFFICER/DIRECTOR	88,080	91,160	94,353	97,654	103,529
HUMAN RESOURCES DIRECTOR	89,007	92,123	95,347	98,684	102,138
MANAGER OF INFORMATION TECHNOLOGY	107,791	111,564	115,469	119,508	123,692
OFFICE SUPRV/ADMIN COMM COORD/PD/IT	65,109	67,409	69,747	72,187	74,713
OPERATING SYSTEMS ANALYST	69,582	72,017	74,539	77,146	79,846
PARK & RECREATION COORDINATOR	55,691	57,638	59,656	61,744	63,904
PARK & RECREATION DIRECTOR	86,629	89,662	92,800	96,047	99,410
PARKS/FACILITIES SUPERVISOR	74,896	77,142	79,455	81,839	84,295
PARKS MAINTENANCE COORDINATOR	55,691	57,638	59,656	61,744	63,904
POLICE CAPTAIN	104,426	108,081	111,863	115,779	119,832
PROJECT ENGINEER	74,441	77,048	79,745	82,536	85,423
PUBLIC HEALTH NURSE SUPERVISOR	70,566	73,034	75,590	78,236	80,976
PUBLIC HEALTH SPECIALIST	65,806	68,461	70,838	73,317	75,884
RECREATION SUPERVISOR	65,109	67,409	69,747	72,187	74,713
SENIOR ACCOUNTANT	71,669	74,178	76,774	79,461	82,243
SUPERINTENDENT OF PUBLIC WORKS	88,080	91,160	94,353	97,654	106,845
SYSTEMS ADMINISTRATOR	86,629	89,662	92,800	96,047	99,410

Dispatchers or Clerk Typists who are assigned by the Police Chief, or his designee, to train new recruit employees shall receive fifteen dollars (\$15) per day. Shift differential of (\$0.25) twenty-five cents per hour for Non-Represented personnel assigned to either second, third, or swing shift.

The wage as set forth represents the annual rate for the continued employment for that position on an annual basis. This wage does not represent a guarantee of employment for the term represented by the wage.

Police and Fire Departments

Pursuant to Section 62.13 of the Wisconsin Statutes, the Police Chief and Fire Chief shall be in command of the police and fire departments. The salary range for the police chief and fire chief shall be \$122,357 to \$135,837 as determined by the Common Council.

Promotion

Individuals who may be appointed and/or promoted to fill a non-represented position, may be placed anywhere on the salary schedule, with the Council and/or the appropriate Committee authorizing negotiating parameters to the Mayor or his or her designee. This includes salary as well as benefits.

It is understood that any new hires into this classification may be hired at the entry level, or above.

Salary Computation

Salary is computed at a biweekly rate for salaried employees, an hourly rate for hourly employees.

Mileage Allowance

Each City officer or employee using his/her private automobile will be paid the sum of the IRS approved mileage rate for use of said vehicle on City business. Parking fees will also be paid by the City. Mileage Report forms should be turned in monthly to the Finance Department on forms provided by that department. Officers and employees covered by this resolution will be entitled to mileage allowance unless they are provided a city-owned vehicle.

PART II. USE OF CITY-OWNED VEHICLES FOR OFFICIAL BUSINESS

The Fire Chief, Assistant Fire Chief, Chief of Police, Assistant Police Chief, Superintendent of Public Works, and Parks and Facilities Supervisor shall have the use of a city-owned vehicle. Use of City-owned vehicles is permitted for incidental personal use so long as the employee is fully equipped and ready for duty and monitoring the emergency radio. If an authorized person uses a City-owned vehicle to attend out of City business (conventions, seminars, etc.) he/she shall not be allowed to use a City-owned vehicle if they extend the stay either before or after the official business is conducted. The vehicles may be used to commute to and from home and the work site. However, under existing Internal Revenue Codes, such mileage may be taxable. The Finance Department, along with the Department of Human Resources, will be responsible for determining the taxability of use of such vehicles. Where it is determined that mileage is taxable, the City will use the imputed tax method of calculations for compliance with IRS regulations.

PART III. HOLIDAYS

Regular full-time employees of the City of Greenfield covered under the terms of this resolution will receive the following holidays as determined by the City: Currently, the holidays are:

New Year's Day	Labor Day	Christmas Eve
Friday before Easter	Thanksgiving Day	Christmas Day
Memorial Day	Friday after Thanksgiving Day	New Year's Eve
Independence Day	Floating Holiday	

Whenever any of said holidays falls on a Sunday, the succeeding workday shall be the holiday.

Whenever any of said holidays falls on a Saturday, the preceding workday or the following Monday shall be the holiday as determined by the Mayor and/or his/her designee.

Whenever a designated holiday occurs, an employee of the City of Greenfield shall receive his/her regular pay at straight time for that day.

Part-time employees, with the exception of transcriptionists and community service officers in the police department, will be credited with pro-rata holiday hours based upon total hours worked the previous calendar year.

Holiday pay will be paid only to those employees who have worked their regular scheduled hours the day before and the day after the designated holiday, except if they are on vacation, jury duty, or an excused absence.

All eligible employees working an average fifty-six (56) hour work week shall be granted eleven (11) days off (24 hour days) per year in lieu of eleven (11) paid holidays.

Any employee who receives the benefit of the holidays listed in this section before it accrues and subsequently terminates his/her employment with the City agrees to have the City deduct from his/her final paycheck the value of such holiday or holidays received.

PART IV. DEFINITIONS

Whenever the word “employee” is used in this resolution, it means a regular full-time employee of the City of Greenfield covered under the terms of this resolution who has been appointed by the Civil Service Commission, or other appointment authority by the City, or employed through authorized contract. A part-time employee is defined as an individual usually working less than 30 hours per week and not eligible for standard benefits.

PART V. VACATIONS WITH PAY

A. Vacation Allowance: Eligible employees working a forty (40) hour work week for the City of Greenfield covered under the terms of this resolution earn vacation benefits as follows. An employee cannot exceed two weeks of vacation carryover, plus their accrued vacation entitlement, without consent of the Mayor or his/her-designee.

1. Two (2) weeks vacation after one (1) year employment.
2. Three (3) weeks vacation after six (6) years of employment
3. Four (4) weeks vacation after thirteen (13) years of employment
4. Five (5) weeks vacation after twenty (20) years of employment
5. One additional day of vacation for each year after twenty two (22) years employment.

A week of vacation is composed of five (5) workdays. Vacation benefits will be accumulated on a prorated basis each month. Vacation may be used as accumulated. However, no advances will be allowed.

Employees working an average fifty-six (56) hour work week shall be entitled to a vacation with pay in accordance with the following schedule:

Six (6)	Workdays after One (1) Year
Nine (9)	Workdays after Six (6) Years
Twelve (12)	Workdays after Thirteen (13) Years
Fifteen (15)	Workdays after Twenty (20) Years
One additional day of vacation for each year of employment including and past twenty two (22) years	

B. Vacation Selection: Vacations must be arranged with the approval of the employee's immediate supervisor so as not to interfere with the normal functions of the City. In the event of conflict over a selection of vacation dates, the Department Manager will resolve the matter.

C. Vacation Eligibility: Each employee becomes eligible for vacation after the completion of six (6) months of employment retro to hire date. However, employee may not take vacation time until completion of one (1) year of employment.

D. Vacation Scheduling: Vacation days may not be waived in lieu of pay. Eligibility for vacation is determined by individual anniversary date. All vacation must be approved by the individual Department Manager. Each department, based upon their needs, shall determine the minimum amount of time that can be charged to vacation, but in no case will vacations of less than an hour be allowed.

E. Proration of Benefits: In the event an employee who has successfully completed his/her introductory period of employment terminates employment with the City of Greenfield, he/she shall not be entitled to receive compensation for accumulated vacation time earned. Employees who have celebrated their one (1) year anniversary will be entitled to receive compensation for accumulated vacation time earned. Vacation accumulation may not exceed their annual allowance, plus two weeks accrued vacation eligibility, without the Mayor's approval or his/her designee.

PART VI. AUTHORIZED LEAVES OF ABSENCE

A. Jury Duty: Employees working a forty (40) hour work week called for jury duty shall be entitled to receive time off at their regular rate of pay provided that they pay all compensation received for such jury duty, excluding mileage allowance, to the City prior to receiving their regular paycheck.

Eligible employees, working a fifty-six (56) hour work week, at the completion of jury duty on their normal duty day as soon as practicable, shall return to duty. The employee shall be released from duty at 10:00 p.m. (2200 hours) when jury duty is to be worked the next day.

B. Funeral Leave: Eligible employees working a forty (40) hour work week, upon application, leaves of absence not exceeding three (3) working days with pay will be allowed employees of the Department in the case of death of spouse, child, stepchild, father, stepfather, mother, stepmother, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, and not more than two (2) working days in the case of death of daughter-in-law, son-in-law, sister-in-law, brother-in-law, and not more than one (1) working day in the case of death of employee's or spouse's grandfather or grandmother and grandchildren. In the case of death of any other relative, the employee will be permitted to change his/her next day off so that he/she may attend the funeral.

Eligible employees working a fifty-six (56) hour work week, upon application, leave of absence with pay not exceeding two (2) workdays, will be allowed members of the Department in case of spouse, child, father, mother, parent-in-law, sister or brother, step-parent, step-sister, step-brother, step-child; and not more than one (1) workday in case of daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandfather, grandmother. In the case of the death of any other relative, the member will be permitted to change his/her next day off so that he/she may attend the funeral.

C. Family and Medical Leave: Family and medical leave will be granted in accordance with established City policy.

D. Military Leave of Absence

1. Military Training Duty: Members of active military reserve units who are required to attend yearly training sessions, not exceeding two weeks, shall be paid an amount equal to the difference between their military pay and their regular pay.
2. Temporary Active Duty: Members in the active military reserve and members belonging to the National Guard, if called to active duty for a period not exceeding one week, shall be paid an amount equal to the difference between their military pay and their regular pay, providing they return to their full-time employment immediately thereafter.
3. Exchange of Paychecks: Base military pay received for such duty or service shall immediately be paid over to the Finance Director in exchange for the employee's regular paycheck.

E. Additional Leave: After any and all appropriate accrued time off is exhausted, all other leaves of absence shall be without pay and shall be granted only in cases of extreme necessity. Applicants for such leave shall make a request to the employee's Department Manager, or in the case of a Department Manager to the Mayor, in writing and shall state in clear and definite terms the reasons for leave of absence.

1. A leave of absence without pay for a period not exceeding five (5) days may be granted by the employee's Department Manager, or in the case of a Department

Manager by the Mayor, in his/her sole discretion if he/she considered the reason for such absence adequate. Such request shall not be unreasonably denied.

2. All requests for unpaid leaves of absence in excess of five (5) days shall be submitted by the employee's Department Manager to the Human Resources Director. The Human Resources Director may require the applicant applying for leave on account of sickness or disability to submit to a physical examination by a physician chosen by the City before granting such leave and prior to the return of the employee to regular employment.

PART VII. INSURANCE

A. Insurance: Health Insurance Coverage.

Effective 1/1/12, employees will pay twelve and six/tenths percent (12.6%) per month toward the applicable single or family amount, based on the actual monthly premium costs of the insurance, calculated to the nearest dollar.

No employee shall make any claims against the City for additional compensation in lieu of or in addition to his/her insurance premiums paid because he/she does not qualify for the family plan. The City may, at its discretion, self-fund the health care program. The City may provide, but is not obligated to provide, an alternative health care plan. All terms and conditions are subject to the individual health insurance contracts.

B. Insurance Option: As an alternative to health insurance, employees who opt not to participate in the existing plans will receive an employer contribution of \$500 per year in a medical reimbursement for the single plan and \$1,000 per year for a family plan. Employees who terminate health insurance during the plan year will not receive this benefit. This option will be available when the medical insurers will guarantee that the employees opting out of a plan have the full rights to return during the open enrollment period. The opt-out option must be exercised during the open enrollment period to qualify for the employer contribution.

C. Other Insurance Information: The City has the right to design and designate the insurance carrier. It shall be the employee's responsibility to notify the City of any change in family status for health insurance coverage. This shall include, but not be limited to, changing from family to single coverage.

Such notification shall take place within thirty (30) days of the change in family status.

In the event that a husband and wife are both employed by the City, the two employees will be entitled to a maximum of one (1) health insurance plan. In the event that either spouse should die, the remaining spouse shall continue to receive the applicable coverage (family or single). If the husband and wife should divorce, both employees would be entitled to receive the applicable coverage (family or single).

D. Retiree Health Insurance:

1. NON PROTECTIVE SERVICE EMPLOYEES: The applicable single or family health insurance coverage shall continue to be maintained by the employer for employees until normal retirement age, provided such employees retire with fifteen (15) continuous years of service to the City of Greenfield, and provided such employees retire pursuant to the “normal retirement age” under the Wisconsin Retirement System. Normal retirement age is defined as the age at which an employee may begin receiving a retirement annuity which is not reduced by an actuarial reduction factor, but in no event earlier than age 57.

Employees eligible to retire under WRS at age 55 will be required to pay the full cost of health insurance until they reach age 57 and then are covered under the regular provided health plan. Such coverage will be continued until the employee qualifies for Medicare. This health insurance coverage shall be the same as the then existing non-represented employee resolution with regard to the identity of the insurance carrier, level of benefits and payment of health insurance premiums.

If an employee retires after age fifty-seven (57) with fifteen (15) years of service, and continues in the City’s health insurance program until the employee qualifies for Medicare, the employee’s spouse may continue in the City’s health insurance plan at their own cost until he or she qualifies for Medicare.

2. PROTECTIVE SERVICE STAFF ONLY: normal retirement age is defined as the age at which an employee may begin receiving a retirement annuity which is not reduced by an actuarial reduction factor, but in no event earlier than age fifty-three (53) provided the employee has twenty-five (25) years total service, or age fifty-four (54) with less than twenty-five (25) years total service. Such coverage will be continued until the employee qualifies for Medicare. This health insurance coverage shall be the same as the then existing non-represented employee resolution, with regard to the identity of the insurance carrier, level of benefits, and payment of health insurance premiums.

If an employee retires at or after age fifty-three (53) or fifty-four (54) with fifteen (15) years of service as a sworn law enforcement officer or firefighter and continues in the City’s health insurance program until the employee qualifies for Medicare, the employee’s spouse may continue in the City’s health insurance plan at their own cost until he or she qualifies for Medicare.

An employee who has 15 years of service as a sworn law enforcement officer or firefighter and has been regularly employed by the City in that capacity for a minimum of five (5) years and is eligible for normal retirement in the Wisconsin Retirement System and retires before the WRS normal retirement age, and who applies for and receives retirement benefits shall be able to

continue in the City's group health insurance coverage. The cost of the coverage shall be paid by the employee. However, if a savings is generated by the turnover to a new employee, an amount equal to the cost of a single premium will be paid by the City until the employee reaches normal retirement age. To determine if a savings exists, the wage of the new employee plus the cost of a family indemnity plan will be subtracted from the wage of the retiring employee. At normal retirement age the City shall resume payment, as per the previous paragraph, provided coverage has been continuously maintained, and provided that the insurer/policy allows this continuation.

3. All non-represented retirees may elect to not accept City's medical insurance plan. The retiree may later return to the City's health insurance plan at the time of open enrollment or upon qualifying events (i.e. loss of coverage from current employer or loss of coverage from another source) provided that the retiree can prove continuous medical insurance coverage's have been in effect since his or her original sick date and that the current carrier allows the return in the then existing policy.

E. Accident and Sickness Insurance: Accident and sickness insurance weekly benefits of One Hundred Seventy Five Dollars (\$175.00) for a maximum period of seventeen (17) weeks shall be paid to regular full-time employees who have successfully completed their introductory period of employment and who are off from work for reason of illness and/or non-duty connected accident after the regular full-time employee has exhausted his/her accumulated sick leave. Such benefits shall commence only after the regular employee has been unable to work for at least two (2) consecutive work weeks after he/she has used his/her accumulated sick leave. After the said two (2) consecutive work weeks, such benefits will be paid retroactively.

The premium for such insurance will be paid by the employer. Once an employee has received accumulated benefits for seventeen (17) weeks he/she shall not be entitled to any additional weekly benefits under this Section. Any monies received for accident and sickness insurance for which the employee has been paid sick leave benefits shall be turned back to the City. No employee at any time should ever be able to collect more than his/her biweekly base pay for a maximum of one (1) year.

F. Group Life Insurance: Group life insurance is available for all regular employees through the State of Wisconsin Group Life Insurance Program when employees make their election to participate unless an employee specifically declined such election to participate on forms provided by the Department of Human Resources. The City will pay the full cost for all employees having three (3) or more years continuous service with the City of Greenfield. Those with less than three (3) years of continuous service with the City of Greenfield will continue to pay on the current sixty-eight percent (68%) employee - thirty-two percent (32%) employer until they achieve their three (3) years of continuous service. Any employee who declines to participate in group life insurance and later elects to participate shall pay his/her own cost for a physical examination if such examination is required before coverage is granted.

G. Extended Coverage for Health and Life Insurance: Health insurance and life insurance coverage shall be paid by the City of Greenfield for a period of time equal to twenty-five percent (25%) of continuous service to a maximum of one (1) year of payments after sick leave time is exhausted. (This provision is intended for long-term illness).

PART VIII. DUTY INCURRED DISABILITY

A. Definition: Any City employee who sustains any injury while performing within the scope of his or her employment as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act) shall be compensated as provided in Section B of this Part IX.

B. Benefits: Any employee entitled to accrued sick leave under the provisions of Part IX, Section D, of this resolution who is incapacitated by reason of injuries or illness resulting from his/her employment shall be entitled to receive his/her established rate of compensation subject to the following conditions: if an employee has accrued sick leave under the terms of Part IX, Section D of this resolution, he/she will be paid from his/her accrued sick leave credits for his/her regularly scheduled work day during the time he/she is awaiting a determination as to whether or not his/her illness or injury is compensable under Chapter 102 of the Wisconsin Statutes. If any employee has no accrued sick leave, he/she shall receive accident and sickness benefits designated in Part VIII, Section C. during the period while he/she is awaiting a determination. If a determination is made that the illness or injury is compensable under Chapter 102 of the Wisconsin Statutes, the employee will receive credit for sick leave days used pending such determination. After determination is made that the injury or illness is compensable under Chapter 102 of the Wisconsin Statutes, the employee will receive the difference between his/her hourly rate or salary for the number of hours normally worked each week and his/her Worker's Compensation Benefits, up to a maximum of 80% of salary, provided he/she conforms to the procedures set forth herein. Such payments may continue for a maximum period of one (1) year. After the period of one (1) year, the employee may continue to use any sick leave which he/she has accrued under the terms of this resolution. An examination shall be made during the period of disability as frequently as believed necessary by the City of Greenfield. For employees with unlimited sick leave accrual, the employer shall continue full salary for the entire waiting period. In no event will any employee get more than his/her biweekly base pay for a maximum of one (1) year.

C. Payment: In order to receive the benefits set forth herein, the employee must provide suitable evidence of payment of Worker's Compensation Benefits to the Finance Director, or his/her designee.

PART IX. SICK LEAVE BENEFITS

A. Allowance:

1. Eligible regular full-time employees working a forty (40) hour work week, who have completed his/her introductory period of employment shall receive sick leave at a rate of one (1) sick leave day per month of employment up to a maximum of two hundred twenty-five (225) days. Employees shall not earn sick leave while on a leave of absence.
2. Eligible employees working a fifty-six (56) hour work week, may accumulate computed from the date of the member's employment at the rate of eighteen (18) hours per month. Accumulated sick leave pay credits shall not accrue to the member's benefit until he/she has completed six (6) months service. Employees may accrue an unlimited number of hours in their sick leave account.

B. Use of Sick Leave: Eligible employees working a forty (40) hour work week may use sick leave benefits for the personal illness of an employee and for FMLA purposes. Sick leave benefits for employees shall begin on the first day of absence and continue until the employee returns to work or has used up all his/her accumulated sick leave. Employees who are sick and unable to report for work shall notify their immediate supervisor within fifteen (15) minutes of the start of their regularly scheduled hours of work on the morning on which they cannot report to work.

Sick Pay Computation:

Eligible employees working a fifty-six (56) hour work week shall have, accumulated sick leave charged off as follows:

(a) Twenty-four (24) hours charged off for each twenty-four hour period from the first day.

(b) In the event an employee's absence is for less than twenty-four (24) hours on any scheduled workday, said employee's sick leave accumulation shall be reduced in ½ hour increments.

C. Physician's Certificate: A physician's certificate may be required by Department Head and/or Human Resources in cases which an employee is absent for three (3) or more consecutive work days or in which sick leave days are used before or after a holiday or before or after a vacation.

D. Sick Leave Retirement Pay:

1. Employees shall accrue in a sick leave account at a rate of twelve (12) days per year. All regular full-time employees who have completed fifteen (15)

or more years of continuous service shall be entitled to retirement pay, which shall be equivalent to fifty percent (50%) of accumulated sick leave up to a maximum of seventy-five (75) days payable at the employee's regular wage rate when the employee retires from employment under the WRS.

2. For Fire Command positions forty (40) hour positions only, the City shall establish a reserve sick leave account, which shows the balance of sick leave on the date of appointment for promotions to the position of Chief, Assistant Chief, or Administrative Battalion Chief, which reflects the existing retirement pay provision in the Local 1963 IAFF labor contract. Employees promoted shall receive retirement pay at the current rate of pay on the day of promotion, but it shall be paid out at the time of retirement under the WRS. Employees shall not be able to add to this reserve account but can use the sick leave days after exhausting the current sick leave account.
3. All Fire Command fifty-six (56) hour employees who have completed five (5) or more years of continuous service shall be entitled to retirement pay which shall be equivalent to a maximum of thirty-five percent (35%) of two thousand seven hundred (2,700) accumulated sick leave hours in the employee's basic sick leave account, not to exceed 945 hours. All regular full-time employees hired on or after 1/1/94 who have completed fifteen (15) or more years of continuous service shall be entitled to retirement pay which shall be the equivalent to a maximum of thirty-five percent (35%) of two thousand seven hundred (2,700) accumulated sick leave hours in the employee's sick leave account, not to exceed 945 hours, at the employee's regular wage rate when the employee retires from the City. Such retirement gratuity shall not be paid in the event of termination of employment, or for any reason other than retirement under the Wisconsin Retirement System, except as set forth in paragraph 3 herein.

Sick leave retirement pay shall be paid in one lump sum in the pay period immediately following the employee's retirement, if administratively possible.

F. Sick Leave Incentive: Employees who do not use any sick days within any calendar quarter will receive incentive pay of seventy-five dollars (\$75), up to a maximum of three hundred dollars (\$300) annually. Such incentive pay shall be paid once per year on the first paycheck in February. Employees are eligible the first full quarter following the completion of their introductory period.

PART X. OVERTIME

A. Overtime:

Full-time non-exempt personnel (as defined under the Fair Labor Standards Act) shall be paid at the rate of one-and-one-half (1 ½) times the base rate for all hours worked above the normal work day or normal forty-hour work week and at the rate of double time for all work performed on holidays. Overtime may be paid in compensatory time. Full-time or part-time employees called in on emergency duties or mandatory call-in (hours other than regularly scheduled hours) shall be guaranteed two (2) hours pay at the appropriate overtime rate. This two-hour guarantee shall not apply if hours worked in addition to regularly scheduled hours are worked as an extension following the employee's regularly scheduled hours.

Overtime Pay: Overtime hours outside of regularly scheduled work hours and Saturday and Sunday work will be paid for at the rate of time and one-half (1-1/2), and work performed on holidays will be paid at double time, unless an employee uses a sick day within the normal 40 hours. Holidays, for purposes of double time pay, shall be the day on which the City actually celebrates the holiday. Overtime hours must be approved by the Department Manager, Chiefs, or his/her designee. (Note: Vacation days, holidays, or compensatory time days will be treated as days worked for the purpose of calculating potential overtime pay. Sick time hours are excluded in calculating potential overtime pay.)

Call-In: Employees called in on emergencies outside of their regularly scheduled hours of work will be guaranteed two (2) hours of pay at the overtime rate of 1 ½ times their base rate. This call-in policy shall not apply if hours worked in addition to regularly scheduled hours are worked as an extension following the employee's regularly scheduled hours. This call-in policy shall also not apply if an employee does not respond and/or report for work within a reasonable amount of time from the time he was contacted. It is understood that employees shall make a reasonable effort to report to work as soon as possible. Failure by the employee to make a reasonable effort to report to work as soon as possible shall be deemed cause for disciplinary action. If overtime work is scheduled prior to an employee's regularly scheduled hours of work, the guaranteed two (2) hours of pay at the proper premium shall not apply if employees are notified of the scheduled overtime work prior to the end of the employee's previous work shift.

Mandatory Overtime: Overtime work scheduled prior to the end of the employee's previous work shift, and overtime worked as an extension following the employee's regularly scheduled hours, is mandatory.

B. Comp Time: Eligible employees may elect to take Compensatory Time Off (CTO) in lieu of overtime. The Department Manager, or his/her designee, shall have the authority to approve or deny requests for compensatory time as a management right and to provide for minimum staffing for the department. Such request shall not be unreasonably denied.

The Department Manager, or his/her designee, shall have the right to deny or cancel CTO already approved in the event of an emergency. An individual shall not be allowed to accumulate more than eighty (80) hours of comp time. Any remaining CTO time not used in this current year will be carried forward into the next year not to exceed eighty (80) hours at any time in the comp time bank.

PART XI. FLEX TIME

Existing resolutions specify the hours of operation in various locations. Offices and departments must serve the public. Hours can be adjusted with the concurrence of the Department Manager and the employee under the following conditions: Service to the public is not diminished, the arrangement is cost efficient, and a written plan is on file in the Department of Human Resources. The use of flextime may not generate additional overtime. All hours must be worked within the biweekly pay period for FLSA exempt employees and within the week for FLSA non-exempt employees.

PART XII. SAFETY EQUIPMENT

Where safety equipment is purchased by the City for employee use, supervisors in those departments will be entitled to safety equipment on the same basis.

PART XIII. UNIFORM ALLOWANCE

Each January, Protective Services staff will receive Seven Hundred Fifty Dollars (\$750.00) for uniform maintenance and allowance.

Such monies shall not be paid to anyone who is leaving within ninety (90) days of the scheduled payment. Those who leave unexpectedly shall reimburse the monies to the City.

The City shall furnish certain Police equipment listed below. This equipment shall remain as the property of the City and must be returned in good condition in the event that an employee leaves the service of the Greenfield Police Department. The issued equipment is as follows:

1. 1 Department approved pistol
2. 1 Duty Holster for pistol
3. 1 Duty Belt
4. 1 Double pistol magazine holder
5. Required number of rounds of factory ammunition for issued pistol
6. 1 Flashlight
7. 1 Pair of handcuffs
8. 1 Handcuff case
9. 1 pin-on Badge
10. 1 Hat Shield
11. 20 Shoulder Patches

12. 1 Whistle
13. 1 Riot Helmet
14. 1 Gas Mask
15. 3 Belt Keepers
16. 1 26" Expandable Baton
17. 1 Expandable Baton Carrying Case
18. 1 Ballistic Vest
19. 1 Canister of O.C. Spray with Carrier

Both the Police Chief and Assistant Police Chief shall receive an annual \$175 shooting allowance, payable each December.

The City shall furnish certain fire equipment listed below. This equipment shall remain as the property of the City and must be returned in good condition in the event that an employee leaves the service of the Greenfield Fire Department. The issued equipment is as follows:

1. 1 - Fireman's Helmet
2. 1 - Pair of "Short" Boots
3. 1 - Pair of Firefighting Pants
4. 1 - Badge
5. 1 - Firefighting Coat
6. 1 - Wallet Badge
7. 1 - Pair of Fire Resistive Gloves
8. 1 - Fire Resistant Firefighting Hood
9. 1- Reflective Traffic Vest
10. 1- Flashlight

The City shall replace the equipment listed herein, when it becomes unsafe as determined by the Fire Chief. Employees shall be required to turn-in old gear, to the City, upon replacement. The City shall not replace such equipment made unsafe due to reasons other than normal wear or damage in the course of firefighting duties. The City will provide and replace paramedic smocks as needed.

The Superintendent of Public Works shall receive \$140 towards the cost of safety glasses once every two years and \$130 per year towards safety boots. Public Works employees shall receive \$130 per year towards the purchase of safety boots.

PART XIV. WISCONSIN RETIREMENT FUND

This is provided for all regular employees per Wisconsin law.

PART XV. TRAVEL AND CONFERENCE

Certain jobs require attendance at conferences for certification. Other conferences contribute toward the enhancement of job knowledge of the individual and to the advantage

of the City. Money is included in the departmental budgets for such purposes. Attendance of non-department heads must be approved by the Department Manager. Attendance of Department Managers, Directors, City Clerk and Chiefs must be approved by the Mayor.

PART XVI. EXCLUSION OF EMPLOYEES UNDER LABOR AGREEMENT

If any employee or group of employees covered by this resolution enters into or is part of a labor contract with the City of Greenfield, approved and adopted by the Common Council, such employee or group of employees shall be excluded from this resolution.

PART XVII. INTRODUCTORY PERIOD

Newly appointed employees shall serve an introductory period of employment for a minimum period of six (6) months or twelve (12) months (for Directors and City Clerk positions) following their date of hire. Newly appointed Command staff employees shall serve a twelve (12) month introductory period. Police Clerk-Typists, Emergency Service Dispatchers, Working Foreman, Fabricator/Mechanic, Senior Operator, Operator and Laborer are assigned a twelve (12) month introductory period. Human Resources may, after investigating the recommendation of the appointing authority, extend the introductory period up to a maximum of an additional six (6) months. During this introductory period of employment, employees may be terminated for any reason during the introductory period of employment without recourse. Newly appointed employees shall remain in the pay range in effect at the time of their appointment, until such time as they have satisfactorily completed their introductory period of employment.

PART XVIII. NOTICE OF TERMINATION

City employees are required to provide the City with at least a two (2) weeks notice, in writing, upon termination of employment with the City. Directors, City Clerk, Department Managers and Police and Fire Command staff must give at least a one (1) month written notice. Failure to do so shall result in the loss of all prorated benefits.

PART XIX. SAVINGS CLAUSE

If any part(s) of this resolution is determined to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this resolution shall not be affected thereby and shall remain in full force and effect.

PART XX. EQUAL OPPORTUNITY EMPLOYMENT

It shall continue to be the policy of the City not to discriminate for or against any employee in employment, promotions or other conditions of employment because of age, race, color, creed, disability, sex, national origin, ancestry, sexual orientation, arrest or conviction record, veteran status, and any other legally protected class.

PART XXI. PEHP (Post Employment Health Plan)

The City of Greenfield (Employer) agrees to participate in the Post Employment Health Plan for public employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Nationwide Retirement Solutions to act as administrator and LaSalle National Bank to act as trustee for the Plan, or its successors appointed in accordance with the Plan and trust documents.

Upon termination, a percentage of the eligible employee's accumulated sick leave balance that would otherwise have been paid to the eligible employee had the employer not participated in the Plan, shall be contributed to the Plan. The percentage shall be determined by a majority vote of the employees covered by this resolution and may be periodically changed as allowed by the Plan.

PART XXII. EDUCATIONAL REIMBURSEMENT

The City will provide educational reimbursement under the terms and conditions set forth:

- a) Any employee who completes their introductory period who enrolls in a training course or education program, which is job-related, shall be reimbursed for one hundred percent (100%) of the tuition cost, not to exceed \$1,000.00 per calendar year.
- b) The determination of job relatedness shall be at the discretion of the Department Manager and the Human Resources Director.
- c) Reimbursable tuition costs shall include class tuition, books and course materials.
- d) The educational request form must be completed prior to the start of a semester or training course on a form provided by the Department.
- e) The City will make payment upon presentation of proof of satisfactory course completion to the Department Manager, or designee, with a grade/grade point of "C" or better; or attendance certificate, whichever is appropriate. The Finance Department will reimburse upon receipt of the completed tuition reimbursement claim form.
- f) Course work will be accomplished during non-working hours and is not to be considered eligible for overtime.
- g) The employee agrees to reimburse the City for the amount of educational reimbursement received within the two (2) years prior to he/she leaving the employ of the City.

PART XXIII. LATERAL TRANSFERS

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefit.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires. Candidates will be required to pass the background check and all pre-employment offer contingencies.

Lateral transfers shall be defined as a candidate that has substantially similar requisite skills and qualifications from another public employer directly related to the position and/or skill set applied for with the City of Greenfield. The previous employment should be for a minimum of at least five (5) years. Lateral transfers shall:

Be evaluated for previous service to determine commensurate pay and vacation. Human Resources in consultation with the Department Head shall have final determination for placement on Non-Represented Resolution salary and vacation schedule.

Despite potentially higher pay and vacation, lateral transfers will be placed on the anniversary (seniority) schedule as their date of hire with the City of Greenfield for purposes of time off selection.

Lateral transfers will also utilize their date of hire with the City of Greenfield for all retirement and post-employment benefits. Health, dental and vision insurance benefits will be offered effective the first of the month following the date of hire with the City of Greenfield for any lateral transfers.

RESOLUTION NO. ____

RESOLUTION TO SET THE SALARIES AND BENEFITS OF NON-REPRESENTED
AND PROTECTIVE SERVICES STAFF EMPLOYEES OF THE CITY OF
GREENFIELD FOR 2021

RESOLVED, By the Common Council of the City of Greenfield, that the 2021 resolution to set the salaries and benefits of non-represented and protective services staff employees of the City of Greenfield for 2021 is approved.

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



Human Resources Director

Human Resources

Classification

Exempt

Department/Division

Human Resources

Reports to

Mayor

Summary/Objective

The Human Resources Director is Responsible for directing, coordinating and implementing the human resources functions for the City, including labor relations, employment, benefits, compensation, legal compliance, and leave of absence.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Manages the recruitment and selection process for City employees, including monitoring requests by departments to fill vacancies, determining appropriate recruitment options, reviewing and updating job descriptions, screening applications and conducting reference checks. Coordinates with the recruitment and selection processes for the Civil Service Commission and the Fire and Police Commission. Administers and scores Civil Service examinations, and communicates results to the Civil Service Commission.
- Serves as the City's Equal Employment Opportunity Officer and ADA Coordinator, which involves administration of the City's affirmative action plan, assuring the recruitment and selection policies are conducted in conformance with applicable laws and working with other departments to achieve ADA compliance in public services and structures.
- Manages the administration of all benefit plans for the City, including health, dental, vision, retirement, disability, and voluntary benefits. Recommends changes in benefit structure, changing of insurance carriers and service providers as appropriate. Clearly and concisely communicates benefit programs to employees verbally and in writing, including open enrollment. Manages the open enrollment process and implementation of plan and/or vendor changes as necessary.
- Acts as an agent of the Wisconsin Retirement System and administers all pension and life eligibility and enrollments.
- Monitors and reviews state and federal legislation, court decisions, administrative guidelines and rulings to ensure that personnel and labor relations practices are in compliance. Interprets labor agreements, Civil Service Rules and Regulations, City policy, statutes and ordinances related to personnel and labor relations matters. Enforces employee adherence to ordinances and personnel policies.



- Participates in labor negotiations, which involves developing labor cost estimates, coordinating potential contract changes with departments, advising the Mayor and Common Council regarding negotiations parameters and representing the position taken by the Mayor and Council in executive session.
- Acts as the advisor to the Mayor and Finance and Human Resources Committee, and attends Finance and Human Resources Committee meetings. Acts as the liaison between the Mayor and employees, elected officials, and the general public by providing information, assistance and a line of communication.
- Manages the City's leave of absence programs, including FMLA, workers compensation, disability. Maintains compliance with federal and state regulations with workers compensation and OSHA as required.
- Maintains the HRIS system and all documentation for new hires, employee personal changes, position changes, step increases, and terminations.
- Coordinates the maintenance of personnel records and the preparation of all necessary reports associated with those records.
- Oversees the Employee Recognition Award program and awards.
- Other duties as assigned by Mayor.

Competencies

- Excellent Communication Skills
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Intermediate Math Skills

Language and Reasoning Abilities:

- Ability to effectively communicate.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to read, analyze and interpret technical journals, financial reports and legal documents.
- Ability to respond to inquiries or complaints from employees, unions, elected officials and the public.
- Ability to effectively present information to top management, public groups and elected officials.
- Ability to apply principles of logical thinking to a wide range of intellectual and practical problems.
- Ability to deal with non-verbal symbolism such as equations and graphs.
- Ability to deal with a variety of abstract and concrete variables.

Knowledge, Skills and Abilities:

- Knowledge of health insurance and benefits
- Wisconsin labor law, state and federal personnel law
- General knowledge of municipal law



- Knowledge of Human Resources processes
- Ability to maintain a high level of confidentiality

Mathematical Skills:

- Ability to do basic mathematics, which includes the ability to add, subtract, divide and multiply.
- Ability to calculate and use percentages.
- Ability to work with statistics, probability, statistical inference, fundamentals of the mathematics of accounting and finance.

Supervisory Responsibilities

Supervises one employee(s) in the Department of Human Resources.

Position Type and Expected Hours of Work

This is a full-time position. The Human Resources Director must be accessible by phone and/or available to work extended hours and/or report to the worksite outside of regular office hours as needed, including, but not limited to, nights, weekends, holidays, etc. to support the City's programs and services.

Travel

This position requires minimal travel. Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

Required Education/Training and Experience

Associates Degree or Bachelor's degree from an accredited university/college in Human Resources or Business related studies preferred with 5-8 years of general Human Resources administration and/or employee benefits administration is required; or an equivalent number of years of work experience and education directly related to Human Resources.

Preferred Education/Training and Experience

A bachelor's degree with 8 years of responsible personnel or municipal administration experience is preferred.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

This position requires emotional intelligence, work ethic, accountability, and initiative to effectively perform the duties. Certified Employee Benefit Specialist certification desirable. Possession and maintenance of a valid Wisconsin driver's license.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



While performing the duties of this job, the employee is occasionally required to stand, walk, sit, use hands to finger, handle or feel objects, tools or controls, reach with hands and arms, stoop, kneel, crouch, crawl and talk or hear. The employee must occasionally lift and/or move up to 10 lbs. Specific vision abilities required for this job include close vision, distance vision and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job involves an inside work environment, with a moderate noise level.

Equipment Used:

Copy machine, personal computer, printer, multi-function telephone, fax machine, dictating machine, postage machine.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

RESOLUTION NO. ____

Resolution to set the salary and benefits of the City Attorney for 2021.

PART I. This resolution rescinds and replaces all previous Resolutions regarding the City Attorney in terms of employment.

PART II. The wages and salaries of the following officers and employees shall be adjusted in accordance with the 2021 Non-Represented and Command Staff salary resolution.

	ANNUAL SALARY
<u>NON-REPRESENTED EMPLOYEES</u>	<u>Eff. 1/4/21 (2% increase)</u>
City Attorney	\$49,636

SALARY COMPUTATION Salary is computed at an annual rate.

MILEAGE ALLOWANCE There shall be paid to each City officer or employee using his/her private automobile the sum of the IRS approved mileage rate for use of said vehicle on City business. Parking fees shall also be paid by the City. Mileage Report forms shall be turned in monthly to the Finance Department on forms provided by that department. Officers and employees covered by this resolution shall be entitled to mileage allowance as provided herein excluding such employees who are provided a city-owned vehicle.

PART III. BENEFITS: The City Attorney shall receive health insurance benefits, or Opt Out alternative, and is eligible to participate in a Section 125 medical reimbursement plan. The City Attorney will pay twelve and six/tenths percent (12.6%) per month toward the applicable single or family amount, based on the actual monthly premium costs of the health insurance, calculated to the nearest dollar. The City will provide an expense allowance up to \$6,400 dollars (six thousand four hundred dollars) annually. Consistent with how other expense reimbursements are handled, the expense allowance would be pre-tax if monthly bills are submitted, or on an after tax basis if bills are not submitted.

PART IV. PROBATIONARY EMPLOYEES

Newly appointed employees shall serve a training period of employment for a minimum period of six (6) months or twelve (12) months (for department heads) following their date of hire. The appointing authority may extend the training period an additional six (6) months. During this training period of employment, employees may be terminated for any reason during the training period of employment without recourse.

PART V. NOTICE OF TERMINATION

Employees subject to this resolution shall be required to provide the City with at least a one (1) month notice, in writing, upon termination of employment with the City. Failure to do so shall result in the loss of all prorated benefits.

PART VI. SAVINGS CLAUSE

If any part(s) of this resolution is determined to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this resolution shall not be affected thereby and shall remain in full force and effect.

PART VII. EQUAL OPPORTUNITY EMPLOYMENT

It shall continue to be the policy of the City not to discriminate for or against any employee in employment, promotions or other conditions of employment because of age, race, color, creed, disability, veteran status, sex, national origin, ancestry, sexual orientation, arrest or conviction record, and any other legally protected class.

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

ORDINANCE NO. ____

AN ORDINANCE REGARDING THE SALARIES
AND EXPENSE ALLOWANCES OF THE MAYOR AND ALDERPERSONS

WHEREAS, the Common Council previously adopted Ordinance No. 2860 which established the salaries and expense allowances for the Mayor and Alderpersons; and

WHEREAS, the Common Council wishes to clarify the same and to ensure the mayoral salary is established prior to the deadline for submission of nomination papers for the April 2021 election;

NOW, THEREFORE, the Common Council of the City of Greenfield do ordain as follows:

PART I: The salaries and expense allowances for the Mayor and Alderpersons shall be as follows:

Effective April 20, 2021, the Mayor's salary shall be \$95,997 annually. Such salary shall be adjusted annually to reflect a cost-of-living adjustment at the same percentage as other full-time employees as established in the annual Non-Represented and Command Staff Salary Resolution. The Mayor shall receive \$300 per month in expenses, a \$300 per month auto allowance, and three weeks of vacation per year.

Alderpersons shall receive \$525 per month compensation, plus a \$175 per month auto allowance, and \$150 per month in an expense account. The Common Council President shall receive a \$250 per month expense allowance.

They Mayor and Alderpersons shall be entitled to the same life insurance and retirement benefits provided to other non-represented employees, as established in the annual Non-Represented and Command Staff Salary Resolution. The Mayor and Alderpersons are eligible to participate in the City's Wellness Program at no cost to them. The City will provide to the Mayor and Alderpersons an annual Technology Expense Allowance up to \$2,000 to cover high speed internet, cell phone, or other technology expenses. Consistent with how other allowances are handled, the Technology Expense Allowance would be pre-tax if monthly bills are submitted, or on a post-tax basis if bills are not submitted.

Auto mileage for business trips beyond 20 miles from South 76th Street and West Layton Avenue will be reimbursed at the standard IRS mileage rate.

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 April 20, 2021.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 15th day of December, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



PROPOSAL/ STATEMENT OF WORK (SOW)

by and between

Tactical Athlete Health and Performance Institute LLC, a Delaware limited liability company doing business in Wisconsin as Rebound (“Rebound”) and the City of Greenfield Wisconsin (“Client”)

Dated: November 16th, 2020

Introduction. Rebound, Core is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. Rebound’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. Rebound’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that Rebound brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Specific Aims/Milestones. Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Rebound team will work with Client to:

1. Establish and implement a network-based system for management of the treatment orthopedic injury. Achieving this milestone will involve:
 - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in Wisconsin;
 - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
 - c. Implementation of Rebound software for current employees; and
 - d. Access to the Rebound Network will be allowed for Client’s employees, current and future retired employees, and their immediate family members.
2. Development of outcome metrics. Achieving this milestone will involve:
 - a. Rebound will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives); and
 - b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Fees.

Initial Term – Year 1. Total Fees due and payable for the Services performed during the initial term of January 1, 2021 to December 31 2021 will be Ten Thousand Six Hundred and Five Dollars and 60/100 Cents (\$10,605.60 = 142 total members) payable in 12 equal monthly payments or as otherwise agreed upon.

Extension Term(s) - Years. If exercised by Client, the Fees due and payable for services performed during each Extension Term are as follows:

- (a) Total Fees for each Extension Term, if any, commencing after the Initial Term – Year 1 shall be subject to a ten percent (10%) increase of the then-current Fees paid in the preceding Term

Client Representative.

Name: _____

Email: _____

Telephone Number: _____

Client Entities:

Terms and Conditions. This SOW adopts and incorporates by reference Rebound’s standard terms and conditions, as attached hereto as exhibit A. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such SOW. By accepting this SOW, Client confirms Client has read and accepts the terms and conditions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of REBOUND.

REBOUND:

Tactical Athlete Health and Performance Institute LLC

By: 
Luis Rivera, Founder and CEO

CLIENT:

By: _____
Name: _____
Title: _____
Address: _____



(<https://justrebound>)

Rebound Terms and Conditions

Rebound Terms and Conditions

1. These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the services (“**Services**”) by client set forth in the Proposal (“**Client**”) from Tactical Athlete Health and Performance Institute LLC d/b/a Rebound (“**Service Provider**” and together with Client, the “**Parties**”, and each a “**Party**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the services covered hereby, these Terms shall prevail to the extent they are inconsistent with those terms and conditions. The accompanying Statement of Work, defined below, and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms shall apply to this Statement of Work and any subsequent orders, agreements, or Statements of Work and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such Statement of Work. Execution of the Statement of Work constitutes acceptance of these Terms.
2. **Services.** Service Provider shall provide to Client the Services set out in one or more statements of work or proposals to be issued by Client and accepted by Service Provider (each, a “**Statement of Work**”). Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Client Contract Manager, appointed pursuant to Section 1(a) and Section 4.1, respectively.
3. **Service Provider Obligations.** Service Provider shall:
 - Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:
 - A primary contact to act as its authorized representative with respect to all matters pertaining to these Terms (the “**Service Provider Contract Manager**”).
 - A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider Contract Manager, “**Provider Representatives**”).
 - Make no changes in Provider Representatives except:

- Following notice to Client.
- Upon the resignation, termination, death or disability of an existing Provider Representative.



4. Client Obligations. Client shall:

- Designate one of its employees to serve as its primary contact with respect to these Terms and to act as its authorized representative with respect to matters pertaining to these Terms (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.
- Require that the Client Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
- Cooperate with Service Provider in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
- Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.

5. Fees and Expenses.

- In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client shall pay an additional percentage fee for any invoices paid by credit or debit card.
- Client shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work within thirty (30) days of receipt by the Client of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.
- Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

6. Limited Warranty and Limitation of Liability.

- Service Provider warrants that it shall perform the Services:
 - In accordance with the terms and subject to the conditions set out in the respective Statement of Work and these Terms.
 - Using personnel of commercially reasonable skill, experience, and
 - In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- Service Provider’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:
 - Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable

time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 2.

- SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.



7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, <https://justrebound.com/terms-conditions/> and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.
8. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("**Confidential Information**"); provided, however, that "Confidential Information" does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. During the Term and for the twelve (12) months thereafter, the Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing

Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 8 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, members, managers, attorneys, accountants, and financial advisors.

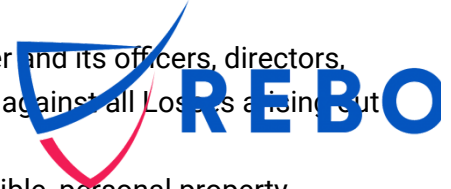


9. Term, Termination, and Survival.

- These Terms shall commence as of the date of the first Statement of Work and shall continue thereafter for a period of three (3) years unless sooner terminated pursuant to Section 2 or Section 9.3 (the **"Initial Term"**), and shall automatically renew for additional one (1) year terms (each a **"Subsequent Term"** and together with the Initial Term, the **"Term"**), unless either Party notifies the other at least one hundred eighty (180) prior to the expiration.
- Either Party may terminate these Terms, effective upon written notice to the other Party (the **"Defaulting Party"**) if the Defaulting Party:
 - Materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
 - Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
 - Is dissolved or liquidated or takes any corporate action for such purpose.
 - Makes a general assignment for the benefit of creditors.
 - Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- Notwithstanding anything to the contrary in Section 2(a), Service Provider may terminate these Terms before the expiration of these Terms on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment.
- In the event these Terms are terminated prior to the end of the Term, Client shall within ten (10) days after the effective date of termination, refund to Service Provider any costs or expenses paid by the Service Provider as of the date of termination for the Service, plus the fees for such Service up to and including the date of termination on a pro-rated basis based on the percentage of completed Services.
- The rights and obligations of the Parties set forth in this Section 5 and in Sections 7, 8, 9.4, 10, 23 and 24, and any right or obligation of the Parties in these Terms which, by their nature, should survive termination or expiration of these Terms, will survive any such termination or expiration of these Terms.

10. Indemnification.

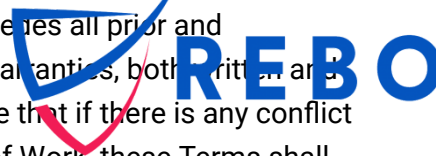
- Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from:
 - bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and



- Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in these Terms.
- Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from:
 - bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Client; and (<https://justrebound.com/terms-conditions/>)
 - Client's breach of any representation, warranty, or obligation of Client in these Terms.
- The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 3 shall not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. Limitation of Liability.

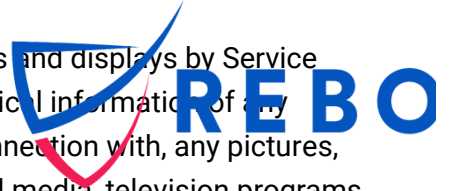
- IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK.
- The exclusions and limitations in Sections 1 and 11.2 shall not apply to:
 - damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property);
 - damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);
 - a party's indemnification obligations under Section 10 (Indemnification);
 - damages or other liabilities arising out of or relating to a party's negligence, willful misconduct, or intentional acts;
 - death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
 - a party's obligation to pay attorneys' fees and court costs in accordance with Section 15.



12. Entire Agreement. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control. (https://justrebound)
13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under these Terms (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at such address set forth in the Statement of Work, (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.
14. Force Majeure.
- No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.
 - During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.
 - The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.
15. Remedies. Each Party acknowledges that a breach by a Party of Section 7 (Intellectual Property) or Section 8 (Confidentiality), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Terms to the contrary. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of

or related to these Terms, the prevailing Party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing Party.

16. **Consent for Use of Likeness.** Client hereby consents to any and all uses and displays by Service Provider of the name, voice, likeness, image, appearance, and biographical information of any director, officer, employee, contractor, or agent of Client, in, on, or in connection with, any pictures, photographs, audio or video recordings, digital images, websites, social media, television programs, sales and marketing brochures, books, magazines, publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world (collectively, the "Materials") created by, or at the direction of, the Service Provider at any time during or after the Term of this Agreement, for any legitimate business purposes of the Service Provider ("Permitted Uses"). Client acknowledges that Client has no right to review or approve any Materials before any Permitted Use by the Service Provider and that Provider has no liability to Client for any editing or alteration of the Materials for any Permitted Use or for any distortion or other effects resulting from Service Provider's editing, alteration, or use of the Materials for any Permitted Use. Client hereby forever releases the Service Provider and its owners, directors, officers, employees, and agents, to the maximum extent permitted by applicable law, from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the Term of this Agreement, in connection with the Permitted Use of the Materials, including, without limitation, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction.
17. **Severability.** If any term or provision of these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of these Terms are invalid, illegal or unenforceable, the remainder of these Terms shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify these Terms to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
18. **Amendments.** No amendment to or modification of or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.
19. **Waiver.** No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
20. **Assignment.** Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms. Service



Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

21. **Successors and Assigns.** These Terms are binding on and inure to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns.
22. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in these Terms shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. **No Third-Party Beneficiaries.** These Terms benefit solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
24. **Choice of Law.** These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.
25. **Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
26. **Waiver of Jury Trial.** Each Party acknowledges that any controversy that may arise under these Terms, including exhibits, schedules, attachments, and appendices attached to these Terms, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms, including any exhibits, schedules, attachments or appendices attached to these Terms, or the transactions contemplated hereby.



CONTACT US

(800)781-2320
2505 N Oakland Ave, Milwaukee, WI
53211
hello@justrebound.com

REPORT AN INJURY
(https://justrebound.com/?
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Plumbing Inspector

Classification

Non-Exempt

Department/Division

Department of Neighborhood Services/Community Development Division

Reports to

Community Development Manager

Summary/Objective

The Plumbing Inspector performs skilled plumbing inspection work to ensure compliance with City, State, and Federal regulations.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Serves as an agent of the State in approving plumbing plans for the City of Greenfield.
- Inspects plumbing installations during construction or remodeling to enforce the plumbing code for residential, commercial, and industrial purposes, which includes but is not limited to inspecting building drains for pitch, size, and alignment; checking all water pipes for size and materials, and determining connections for portable and non portable water.
- Reviews plumbing plans and material lists to be used; traces and corrects incorrectly submitted plumbing information, and provides code reference/regulation guidance to contractors and citizens.
- Assures proper sewer functioning by reading plumbing plans for location and sewer connections on lots, documenting sewer depth for basement floor locations, inspecting sanitary sewers from road to building for pitch and alignment, and inspecting main sewer lines.
- Investigates reports and complaints of plumbing violations and notifies residents, business owners and/or contractors of non-conformance with plumbing codes, and/or failure to correct violations.
- Communicates with contractors and the public regarding the plumbing code, plumbing installation, well operations/abandonment, DNR regulations, private onsite wastewater treatment systems, and answers other questions related to plumbing.
- Provides special inspections for occupancy permit applications.
- Researches and remains current with code requirements of the State of Wisconsin and attends seminars and meetings of the Plumbing Inspectors Association.
- Responsible for maintaining the City's Plumbing Code in accordance with State of Wisconsin Code and certification requirements.
- Performs annual Liquor License renewal/safety inspections and coordinates results with other City Departments.
- Performs other duties such as entering permit master information, plumbing permits and inspections on the computer, accessory use/structure permit processing and assists at the counter, as needed.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, State Statutes, Wisconsin Administrative Code, and the Plumbing Code.
- Ability to write routine reports.
- Ability to understand and work from construction and wiring blueprints, drawings and diagrams.
- Ability to use common sense to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to establish and maintain effective working relationships with other employees, elected and appointed officials, developers, architects, contractors, property owners, and the public.

Mathematical Skills:

- Knowledge of algebra and trigonometry concepts used in plumbing work.
- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a full-time position. Normal days and hours of work are Monday through Friday, 7:00 a.m. to 4:00 p.m.

Travel

Site visits will be part of the daily routine using personal vehicle with mileage reimbursed in accordance with existing Non-Represented Resolution. Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

Required Education/Training and Experience

High school diploma with additional technical courses in plumbing construction methods and a minimum of five years' experience as a journey plumber. Commercial Plumbing Inspector Certification required.

Other Qualifications:

State of Wisconsin Master Plumber's license desirable. Possession and maintenance of a valid Wisconsin driver's license. Uniform Dwelling Code certification for Construction Electrical and HVAC are desirable. Thorough knowledge of methods and practices involved in constructing, installing and operating a variety of electrical installations. Good interpersonal relations. Maintains memberships in professional/trade organizations to further knowledge of current codes, code updates, and credential requirements.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk; sit; use hands to handle or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear. Specific vision abilities required for this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. The employee must occasionally move 10 pounds or less.

Work Environment:

While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions. The employee is frequently exposed to vibration. The employee is occasionally exposed to moving mechanical parts, high precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electric shock, wet and/or humid conditions, noxious odors, dust and poor ventilation. The noise level in the work environment is often loud.

Equipment Used:

Calculator, copy machine, computer, electronic tablet for reporting on-site inspection results, electrical meters and measuring devices.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits:

Wages and benefits are determined by the existing Non-Represented Resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Committee: Common Council, December 15, 2020

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: December 15, 2020

RELATING TO:

Discussion and decision to sell excess City-owned land at 2813 W. Layton Ave.

SUMMARY:

In 2010 the City purchased the single-family parcel at 2813 W. Layton Ave. for \$189,966 through the foreclosure process. The City's intent was to provide additional land for a full intersection at S. 28 St. and W. Layton Ave. The City demolished the vacated home and has maintained ownership for the last 10 years. Festival Foods recently purchased the former Target parcel and has interest to create a full intersection at S. 28 St. so patrons can leave the Festival Foods/Ashley Furniture sites and turn left or west out into W. Layton Ave. In order for this to be physically possible, the parcel at 2813 W. Layton Ave., which is lined up with a median cut in W. Layton Ave., needs to be set up as a continuation of S. 28 St. Festival Foods has received support from Milwaukee County for the interchange modification. As a result, Festival has submitted an offer to purchase to the City for \$75,000.

Staff has met to discuss the offer. The parcel was purchased with TIF funds from TIF #2. Any revenue received from the sale of land will go back to the TIF District as revenue. Staff recommends approval of the offer to purchase.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER X (offer to purchase)

WB-13 VACANT LAND OFFER TO PURCHASE

Page 1 of 10, WB-13

LICENSEE DRAFTING THIS OFFER ON is dated November , 2020. **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

GENERAL PROVISIONS

The Buyer, MKB Greenfield, LLC

_____ offers to purchase the Property known as [Street Address] 2813 W. Layton Avenue in the City of Greenfield, County of Milwaukee, Wisconsin (Insert additional description, if any, at lines 458 – 464 or 526 – 534 or attach as an addendum per line 525), on the following terms:

PURCHASE PRICE: Seventy-Five Thousand and 00/100

_____ Dollars (\$75,000.00).

EARNEST MONEY of \$2,500.00 _____ accompanies this Offer and earnest money of \$ _____ will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or First American Title Insurance Company, 25 W. Main St. #400, Madison, WI 53703 ("Title Company").

THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided mail below.

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following items: n/a

NOT INCLUDED IN PURCHASE PRICE: n/a

CAUTION: Identify Fixtures that are on the Property (see lines 2901 - 2945) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

ZONING: Seller represents that the Property is zoned: _____

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before 5:00 p.m. central time on November , 2020. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38 - 56.

(1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): _____

Buyer's recipient for delivery (optional): _____

☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

Seller: () _____

Buyer: _____

☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

☐ (4) **U.S. Mail:** depositing the document or written notice postage prepared in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: _____

Delivery address for Buyer: _____

☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): Kristi.Porter@greenfieldwi.us

E-Mail address for Buyer (optional): aaspenson@festfoods.com with a copy to bbauman@festfoods.com and llofton@bardston.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____.

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than the date thirty (30) days after the expiration of the Approvals Period at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, if any, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association assessments, fuel and none other.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

☐

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are Seller warrants that the Property is not and shall not at closing be encumbered by any lease or use agreement. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within ____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see [lines 130 - 133](#)), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see [lines 111-120](#)), Conservation Reserve (see [lines 134 - 138](#)), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230 - 236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$_____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458 - 464 or 526 - 534 or in an addendum attached per line 525.

~~BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.~~

~~CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.~~

~~SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.~~

~~n FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

~~CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.~~

**DEFINITIONS CONTINUED FROM
PAGE 3**

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. ~~Significant~~ odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see [lines 139-145](#)).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on [lines 18-19](#).

PROPERTY: Unless otherwise stated, "Property" means the real estate described at [lines 4-7](#).

PROPERTY DEVELOPMENT WARNING

If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at [lines 306-350](#) and Buyer may add contingencies as needed in addenda (see [line 525](#)). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at [lines 314-350](#).

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on [lines 306-308](#). The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at [lines 306-308](#) ~~CHECK ALL THAT APPLY~~: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at [lines 306-308](#).

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE~~ ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ ~~CHECK ALL THAT APPLY~~, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at [lines 306-308](#).

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and _____.

~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS

Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

HELD BY: Unless otherwise agreed, earnest money shall be paid to—and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to the delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, ~~recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer,~~ general taxes levied in the year of closing and matters shown in the title commitment issued by the Title Company and approved by Buyer in accordance with Lines 437-449 below.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by Title Company ~~an insurer licensed to write title insurance in Wisconsin.~~ Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE ONE** ("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than fifteen (15) days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within the Approvals Period ~~days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney.~~ In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void, and the Earnest Money shall be returned to Buyer. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special arrangement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges for ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES Seller is selling the Property "AS IS, WHERE IS" without any representations or warranties from Seller as to the Property's condition.

DEFAULT

Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available under law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING

Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency authorizes inspections, not testing (see [lines 488-502](#)). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at [line 513](#). Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects (see [lines 287-289](#)) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely deliver of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

☐ **ADDENDA:** The attached _____ is/are made a part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES _____ Buyer shall have the period from the date of acceptance of this Offer through and including February 28, 2021 (such period shall be referenced herein as the "Approvals Period") to obtain, on such terms and conditions as shall be acceptable to Buyer, in Buyer's sole discretion: (i) all necessary governmental approvals, for the relocation of the existing driveway entrance between Layton Avenue and the property located at 4771 S. 27th Street, Greenfield, Wisconsin (the "Ashley Property") onto the Property (the "Driveway Relocation"); (ii) all necessary governmental approvals for the construction of a monument sign by Buyer on the Property; and (iii) approval of the Driveway Relocation from both the owner of the Ashley Property and the tenant at the Ashley Property. Seller shall provide Buyer with reasonable access to the Property for the purpose of completing any tests, inspections and investigations as Buyer may desire. Buyer shall use commercially reasonable efforts to return the Property to its original condition following any such tests, inspections and investigations. If Buyer is unable to obtain any of the approvals contemplated in Lines 526-531, then Buyer may terminate this Offer, by providing written notice to Seller on or before the end of the Approval Period, in which case this Offer shall terminate, and all Earnest Money shall be returned to the Buyer.

This Offer was drafted by [Licensee and Firm] Lauren K. Lofton of Bardston LLC.

_____ on November 17, 2020.

MKB GREENFIELD, LLC

(x) _____, 2020
Buyer's Signature ▲ Print Name Here: ► Brian W. Bauman, Vice President Date ▲

(x) _____
Buyer's Signature ▲ Print Name Here: ► _____ Date ▲

EARNEST MONEY RECEIPT _____ Broker acknowledges receipt of earnest money as per [line 10](#) of the above Offer.

_____ Broker (By) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.
CITY OF GREENFIELD

(x) _____
Seller's Signature ▲ Print Name Here: ► _____ Date ▲

(x) _____
Seller's Signature ▲ Print Name Here: ► _____ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____
_____ on _____, at _____, a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date

