COMMON COUNCIL MEETING AGENDA

Tuesday, March 16, 2021 - 7:00 PM

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

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

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

To register to attend the meeting, please go to:
https://zoom.us/webinar/register/WN_FCQA9tv4Sh6212R--dYg1Q

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 March 2, 2021 Common Council minutes
E. Mayor's Report
    1. Resolution awarding the sale of $14,185,000** General Obligation Corporate Purpose Bonds, Series 2021A; providing the form of the bonds; and levying a tax in connection therewith (**Dollar amount is preliminary and subject to change at the meeting).

F. Aldermanic Reports

G. Announcements

H. Citizen Commentary

I. Public Hearings

1. Public Hearing on an Ordinance to amend the official Greenfield Zoning Map by rezoning a portion of the property located at 3390 W. Loomis Rd. from C-2 Community Commercial District to C-3 Highway and Commercial Service Business District. (Tax Key No. 553-0426-002) (PC-2/09/21 Kastner)

    a. Approve an Ordinance to amend the official Greenfield Zoning Map by rezoning a portion of the property located at 3390 W. Loomis Rd. from C-2 Community Commercial District to C-3 Highway and Commercial Service Business District. (Tax Key No. 553-0426-002) (PC-2/09/21 Kastner)

    b. Approve a Certified Survey Map for proposed combination of eight parcels located at 3390 W. Loomis Rd., submitted by Frank Petrich, d/b/a WT Group. (Tax Key No. 553-0426-002) (PC-2/09/21 Kastner)

2. Public Hearing on an Ordinance to amend section 21.04.0603 of the municipal code pertaining to various permitted and special use listing amendments. (PC-3/09/21 Kastner)

    a. Approve an Ordinance to amend section 21.04.0603 of the municipal code pertaining to various permitted and special use listing amendments. (PC-3/09/21 Kastner)

J. Old Business

1. Appointments to various committees and commissions:

    a. <u>Mayor appointments</u>:

        i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)

K. New Business

1. Appointments to various committees and commissions:

    a. <u>Mayor appointments, confirmed by Council</u>:

        i. One member to the Community Development Authority, for a term to expire 2/19/22 (formerly Robert Selin)

2. Approve applications for 2020-2021 operator licenses (Goergen)

3. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter for March 20, 2021 to have beer available indoors for customers from 9 a.m. - 4 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Goergen)

4. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter for March 27, 2021 to have beer available indoors for customers from 9 a.m. - 4 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied*

underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)

5. Claim received from We Energies (Goergen)
6. Approve Site, Landscaping and Architectural Plans for proposed new construction of a white box multi-tenant commercial building to be located at 4969 S. 27 St., submitted by Gerry Ramos, d/b/a Ramos & Associates, LLC and Agya Paul Sidhu, owner . (Tax Key No. 622-0006-000) (PC-3/09/21 Kastner)
7. Discussion and decision to enter into an agreement with Greenfield Park Two LLC for a sanitary sewer extension project. (Katz)
8. Approval of 2021 Wisconsin Parks and Recreation Association Theme Park Ticket Agreement (3/10/21 F&HR S. Saryan)
9. Discussion and decision to create job description, set salary and hire Recreation Supervisor of the Before & After School Programs and AMP events in the Parks & Recreation Department (3/10/21 F&HR S. Saryan)
10. Discussion and decision to revise job description for Recreation Coordinator in the Parks & Recreation department (3/10/21 F&HR S. Saryan)
11. Discussion and decision to revise job description for Recreation Supervisor, Youth and Adult Team/League Sport Programs & Teen activities within the Parks and Recreation Department (3/10/21 F&HR S. Saryan)
12. Discussion and decision to revise job description for Recreation Supervisor, Aquatics, Playgrounds and Enrichment Programs in the Parks and Recreation Department (3/10/21 F&HR S. Saryan)
13. Discussion and decision to revise organizational chart for the Department of Parks and Recreation (3/10/21 F&HR S. Saryan)
14. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2020-2021 operator license to the following:
    a. Pablo A. Zielinski
15. Adjourn closed session and reconvene into open session.
16. Decision re: issuance of a 2020-2021 operator's license to Pablo A. Zielinski

L. Items for future agenda

M. Adjourn

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

RESOLUTION NO. ___

RESOLUTION AWARDING THE SALE OF $14,185,000**
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021A;
PROVIDING THE FORM OF THE BONDS;
AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on February 2, 2021, the Common Council of the City of Greenfield, Milwaukee County, Wisconsin (the "City") adopted: an Initial Resolution ("Initial Resolution No. 1") authorizing the issuance of general obligation bonds in an amount not to exceed $3,270,000 for the purpose of paying the costs of street, sidewalk and lighting improvements, capitalized interest and bond issuance costs, an Initial Resolution ("Initial Resolution No. 2") authorizing the issuance of general obligation bonds in an amount not to exceed $410,000 for the purpose of paying the costs of replacing fuel storage tanks for City machinery and equipment, capitalized interest and bond issuance costs, an Initial Resolution ("Initial Resolution No. 3") authorizing the issuance of general obligation bonds in an amount not to exceed $140,000 for the purpose of paying the costs of park and public grounds improvements, capitalized interest and bond issuance costs (collectively, the "Projects"); and an Initial Resolution authorizing the issuance of general obligation bonds in an amount not to exceed $10,365,000 for the purpose of paying the cost of refunding the callable portion of the City's $9,460,000 General Obligation Corporate Purpose Bonds, Series 2012A dated May 10, 2012 (the "2012 Bonds") and $8,385,000 General Obligation Corporate Purpose Bonds, Series 2013A dated April 10, 2013 (the "2013 Bonds") and bond issuance costs (collectively, the "Refunding");

WHEREAS, following the adoption of Initial Resolution No. 1, Initial Resolution No. 2, and Initial Resolution No. 3 pursuant to the provisions of Section 67.05 of the Wisconsin Statutes, a notice was published in the MKE-Southwest NOW on February 10, 2021 stating the purpose and maximum principal amount of said bond issue and describing the opportunity and procedure for submitting a petition requesting a referendum on said bond issue;

WHEREAS, the period set forth in Section 67.05(7)(b) of the Wisconsin Statutes has expired and no petition for referendum has been filed with respect to the issuance of the general obligation bonds authorized by said Initial Resolutions;

WHEREAS, the Common Council deems the Projects to be within its powers to undertake and therefore to be a public purpose as defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, the Common Council hereby deems it to be necessary, desirable and in the best interest of the City to refund the 2012 Bonds and the 2013 Bonds for the purpose of interest cost savings;

WHEREAS, the City is authorized by the provisions of Chapter 67 of the Wisconsin Statutes to issue general obligation bonds to refinance it outstanding obligations;

**Preliminary, subject to change.

WHEREAS, the Common Council hereby finds and determines that the general obligation bond issues heretofore authorized shall be combined, issued and sold as a single issue of general obligation corporate purpose bonds in the aggregate principal amount of $14,185,000;

WHEREAS, the City's financial advisor, Ehlers & Associates, Inc., Waukesha, Wisconsin has taken the necessary steps to sell the proposed bond issue;

WHEREAS, a notice of sale was published in the Bond Buyer on March __, 2021 offering the aforesaid general obligation bonds for public sale on March 16, 2021;

WHEREAS, sealed bid proposals were received as summarized in Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Award of the Bonds. For the purpose of paying the costs of the Projects and the Refunding there shall be borrowed pursuant to Section 67.04 of the Wisconsin Statutes, the principal sum of FOURTEEN MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($14,185,000). The bid proposal of _____, _____, _____, (the "Purchaser") is hereby accepted, said proposal offering to purchase the $14,185,000 City of Greenfield General Obligation Corporate Purpose Bonds, Series 2021A (the "Bonds") for the sum of _____ DOLLARS ($_____), plus accrued interest to the date of delivery, resulting in a net interest cost of _____ DOLLARS ($_____) and a true interest rate of _.____%.

Section 2. Designation of Purchaser as Agent. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2021A"; shall be dated April 8, 2021; shall be in the denomination of $5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on the dates and in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2021. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 4. Redemption Provisions. At the option of the City, the Bonds maturing on April 1, 2029 and thereafter shall be subject to redemption prior to maturity on April 1, 2028 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit G attached hereto and incorporated herein by this reference.]

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and a direct annual irrepealable tax shall be levied in the years 2021 through 2035 for payments due in 2022 through 2036 in the amounts set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Debt service funds on hand in the amount of $_____ and proceeds of the Bonds in the amount of $_____.__ shall be irrevocably deposited in the Debt Service Fund Account for the Bonds created below and shall be used solely to pay the interest on the Bonds coming due on October 1, 2021.

Section 7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated "Debt Service Fund Account for $14,185,000 City of Greenfield General Obligation Corporate Purpose Bonds, Series 2021A, dated April 8, 2021." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

Section 9. Arbitrage Covenant. The City shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the "Closing"), would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the City hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations.

The City Clerk, or other officer of the City charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

With respect to that portion of the Bonds allocable to the Projects, the City anticipates that it will qualify for the "small issuer" exception from rebate in accordance with Section 148(f)(4)(D) of the Code. The City covenants that it is a governmental unit with general taxing powers; that the Bonds are not "private activity bonds" as defined in Section 141 of the Code; that ninety five percent (95%) or more of the net proceeds of the Bonds allocable to the Projects are to be used for local governmental activities of the City; and that the aggregate face amount of all tax exempt obligations (other than "private activity bonds" and that portion of the Bonds allocable to the Refunding) issued by the City, including all subordinate entities of the City, during calendar year 2021 will not exceed $5,000,000. If for any reason the City did not qualify for the small issuer exemption or any other exemption from the rebate requirements of the Code, the City covenants that it would take all necessary steps to comply with such requirements.

The City anticipates that the portion of the Bonds allocable to the Refunding will qualify for the six month expenditure exemption from the rebate requirements of the Code. If for any reason the City did not qualify for the six month exemption or any other exemption from the rebate requirements of the Code, the City covenants that it would take all necessary steps to comply with such requirements.

Section 11. Persons Treated as Owners; Transfer of Bonds. The City Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City maintained by the City Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and the Clerk has executed such Letter of Representation and delivered it to the DTC on behalf of the City.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate City official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by the Treasurer or his or her agent in lawful money of the United States.

Section 16. Redemption of the 2012 Bonds and the 2013 Bonds. The City hereby calls the callable portion of the 2012 Bonds and the 2013 Bonds for redemption on May 1, 2021 or such other date as determined by the Finance Director in consultation with the City's financial advisor. The City hereby directs the City Clerk to cause notices of redemption for the refunded portion of the 2012 Bonds and the 2013 Bonds to be given in the form and as provided in Exhibits F-1 and F-2 attached hereto.

Section 17. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate which the City will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 16th day of March, 2021.

_____
Michael J. Neitzke,
Mayor

(SEAL)

ATTEST:

_____
Jennifer Goergen
City Clerk

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MILWAUKEE COUNTY

REGISTERED
NO. R-_

CITY OF GREENFIELD
GENERAL OBLIGATION CORPORATE
PURPOSE BOND, SERIES 2021A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
APRIL 1, 20__	APRIL 8, 2021	_.___%	395226___

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
($_____)

KNOW ALL MEN BY THESE PRESENTS, that the City of Greenfield, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the City Clerk or Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $14,185,000 issued by the City pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of: paying the costs of street, sidewalk and lighting improvements, park and public grounds improvements, replacing fuel storage tanks for City machinery and equipment, and capitalized interest and bond issuance costs; and paying the cost of refunding: the callable portion of the City's $9,460,000 General Obligation Corporate Purpose Bonds, Series 2012A dated May 10, 2012 and the callable portion of the City's $8,385,000 General Obligation Corporate Purpose Bonds, Series 2013A dated April 10, 2013, and bond issuance costs, all as authorized by resolutions of the Common Council duly adopted by said governing body at regular meetings held on February 2, 2021 and March 16, 2021. Said resolutions are recorded in the official minutes of the Common Council for said dates.

At the option of the City, the Bonds maturing on April 1, 2029 and thereafter are subject to redemption prior to maturity on April 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the City and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the City Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Bonds, and the Common Council appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the City Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The City Clerk or Treasurer shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the City of Greenfield, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, all as of the 8th day of April, 2021.

CITY OF GREENFIELD
MILWAUKEE COUNTY, WISCONSIN

By:_____
Michael J. Neitzke
Mayor

(SEAL)

By:_____
Jennifer Goergen
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
(e.g. Bank, Trust Company or Securities Firm)

_____
(Depository or its Nominee Name)

_____
(Authorized Officer)

NOTICE: The above-named or Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

NOTICE OF REDEMPTION*

CITY OF GREENFIELD
MILWAUKEE COUNTY, WISCONSIN
$9,460,000 GENERAL OBLIGATION
CORPORATE PURPOSE BONDS, SERIES 2012A
DATED MAY 10, 2012

NOTICE IS HEREBY GIVEN that the following maturities of the above-referenced issue have been called for prior payment on May 1, 2021 (the "Redemption Date"):

Maturity Date	Principal Amount	Interest Rate	Cusip Number
May 1, 2022	$ 925,000	2.000%	395226YH0
May 1, 2023	965,000	2.050	395226YJ6
May 1, 2024	1,025,000	2.200	395226YK3
May 1, 2025	1,040,000	2.300	395226YL1
May 1, 2026	1,040,000	2.450	395226YM9
May 1, 2027	380,000	2.550	395226YN7

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. Upon presentation and surrender of said Bonds the holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on May 1, 2021.

By Order of the City of Greenfield
Jennifer Goergen,
City Clerk

Dated March 16, 2021

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* To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery.

NOTICE OF REDEMPTION*

CITY OF GREENFIELD
MILWAUKEE COUNTY, WISCONSIN
$8,385,000 GENERAL OBLIGATION
CORPORATE PURPOSE BONDS, SERIES 2013A
DATED APRIL 10, 2013

NOTICE IS HEREBY GIVEN that the following maturities of the above-referenced issue have been called for prior payment on May 1, 2021 (the "Redemption Date"):

Maturity Date	Principal Amount	Interest Rate	Cusip Number
February 1, 2022	$ 645,000	2.000%	395226YX5
February 1, 2023	645,000	2.000	395226YY3
February 1, 2024	715,000	2.000	395226YZ0
February 1, 2025	745,000	2.000	395226ZA4
February 1, 2026	835,000	2.100	395226ZB2
February 1, 2027	850,000	2.200	395226ZC0
February 1, 2028	400,000	2.300	395226ZD8

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. Upon presentation and surrender of said Bonds the holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on May 1, 2021.

By Order of the City of Greenfield
Jennifer Goergen,
City Clerk

Dated March 16, 2021

---

* To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery.

ORDINANCE NO. ____

Ordinance to amend the official Greenfield Zoning Map by rezoning a portion of the property located at 3390 W. Loomis Rd. from C-2 Community Commercial District to C-3 Highway and Commercial Service Business District. (Tax Key No. 553-0426-002)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing virtually through the Zoom format on Tuesday, the 16th day of March, 2021, at 7:00 p.m. or soon thereafter, upon a proposal to rezone a portion of the property located at 3390 W. Loomis Rd. from C-2 Community Commercial District to C-3 Highway and Commercial Service Business 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 Statues; 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 C-2 Community Commercial District to C-3 Highway and Commercial Service Business District to-wit:

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.

Said land contains approximately 40,510.8 square feet, or 0.93 acres of land, more or less, and is located at:

3390 W. Loomis Rd. (Tax Key No. 553-0426-002)

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 16th day of March, 2021.

APPROVED:

_____

Michael J. Neitzke, Mayor

ATTEST:

_____

Jennifer Goergen, City Clerk

Cc: Engineering Division

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTION 21.04.0603 OF THE MUNICIPAL CODE PERTAINING TO VARIOUS PERMITTED AND SPECIAL USE LISTING AMENDMENTS

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

PART I. Subsection 21.04.0600 of the Greenfield Municipal Code is hereby amended to read as follows, with all non-listed NAICS codes, remaining unaltered:

* * *

Table 21.04.0603
PERMITTED AND SPECIAL USES IN THE
NONRESIDENTIAL ZONING DISTRICTS

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS12	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
621	Ambulatory Health Care Services																	
* * *																		
621420	Outpatient Mental Health/Subst. Abuse Centers																	
621493	Freestanding Ambulatory Surgical/Emer. Centers		S	S	S	S												
* * *																		
444	Bldg Material/Garden Equip/Supplies Dealers																	
* * *																		
444210	Outdoor Power Equipment Stores				S	S			S									
* * *																		

* * *

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 _____ day of March, 2021.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

S:\Planning\Ordinances\Ordinance - NAICS chart - various updates 3-16-21.docx

Committee: Common Council, March 16, 2021 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: March 16, 2021

RELATING TO:

Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to various permitted and special use listing amendments.

SUMMARY:

The proposed ordinance recommends some general clean-up of certain uses that today, are permitted uses, but should require additional City oversight/review by going through the Special Use approval process, or perhaps should not be permitted uses in the City at all.

The first chart below lists the uses as they are allowed today (P = permitted, S = Special Use).

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS12	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
621	Ambulatory Health Care Services																	
* * *																		
621420	Outpatient Mental Health/Subst. Abuse Centers	S	P	P	P	P						P						
621493	Freestanding Ambulatory Surgical/Emer. Centers	S	P	P	P	P						P						
* * *																		
444	Bldg Material/Garden Equip/Supplies Dealers																	
* * *																		
444210	Outdoor Power Equipment Stores	S	S	S	S	S						P						
* * *																		

SUMMARY (continued…):

The second chart below lists the uses as proposed/amended (P = permitted, S = Special Use).

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS12	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
621	Ambulatory Health Care Services																	
* * *																		
621420	Outpatient Mental Health/Subst. Abuse Centers																	
621493	Freestanding Ambulatory Surgical/Emer. Centers		S	S	S	S												
* * *																		
444	Bldg Material/Garden Equip/Supplies Dealers																	
* * *																		
444210	Outdoor Power Equipment Stores				S	S			S									
* * *																		

The Plan Commission recommended approval on 3-9-21.

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

MOTION ___ **OTHER** __**X**__ Ordinance

03/11/2021

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

Alyssa Anne Geller	1308 Cleveland AVE	Racine, WI 53405
Carrie Ann Schmidt	11575 W James AVE	Franklin, WI 53132
Molly Elizabeth Povlick	7649 S 70th ST	Franklin, WI 53132
Robin Marie Flesses	7010 W Southridge DR #45	Greenfield, WI 53220
Sharon Ann Strickler	4358 W Tesch AVE	Greenfield, WI 53220

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ $10 ($10 per day) Application Date: 2/26/21

☐ Town ☐ Village ☒ City of Greenfield County of Milwaukee

The named organization applies for: *(check appropriate box(es).)*

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9am and ending 4pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9am - 4pm

1. **Organization** *(check appropriate box)* → ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Harley Owners Group - Milwaukee Chapter

(b) Address W221 W. Layton Ave. Greenfield WI 53220 (Street) ☐ Town ☐ Village ☐ City

(c) Date organized _____

(d) If corporation, give date of incorporation 03-27-1984

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:
President JERRY DEBROOT 3377 S. 105th St. Milwaukee WI 53210
Vice President KEVIN CARPENTER 4423 S. TAYLOR AVE. MKE WI 53207
Secretary TERRY WARREN 1105 A CORNERSTONE CROSSING WATERFORD WI 53185
Treasurer MARK MCCANN 441 E. ERIE ST. #1002 MILWAUKEE WI 53220

(g) Name and address of manager or person in charge of affair:
JEFF BINKERT - W221 W. LAYTON AVE. GREENFIELD WI 53220

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:** inside building

(a) Street number W221 W. LAYTON AVE. GREENFIELD WI 53220

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. **Name of Event** Type of Event: Casual - beer available for customers

(a) List name of the event * not an event * - just want to be able to have beer available for customers

(b) Dates of event March 20, 2021

(c) Indoor or outdoor event: Indoor

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

Officer _____ (Signature / Date)

Harley Owners Group - MKE (Name of Organization)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

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

ADDENDUM TO
TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE APPLICATION:

1. Select from one of the following:

   ☐ Our organization, as licensee, **IS** the property owner of the licensed premises described in our Temporary Class "B"/"Class B" Retailer's License application.

   ☒ Our organization, as licensee, **IS NOT** the property owner of the licensed premises described in our Temporary Class "B"/"Class B" Retailer's License application. A letter from the property owner is attached granting our organization full control of the licensed premises for purposes of the Temporary Class "B"/"Class B" Retailer's License during the specified dates and times.

2. I am applying for (select all that apply):

   ☒ Only beer/fermented malt beverages – (Also complete question 3.)
   ☐ Only wine. *I understand that underage unaccompanied individuals are not permitted on the licensed **wine** premises.*
   ☐ Both beer and wine. *I understand that underage unaccompanied individuals are not permitted on the licensed **wine** premises.* (Also complete questions 3 and 4.)

3. I am requesting Common Council approval to allow underage unaccompanied individuals on the licensed beer premises as described in my Temporary Class "B" Retailer's License application:

   ☐ No

   ☒ Yes. Our organization, as licensee, permits underage unaccompanied individuals to be on the licensed beer premises, and hereby applies for authorization from the Common Council to allow underage unaccompanied individuals on the licensed beer premises as described in our Temporary Class "B" Retailer's License application, during the specified dates and times, pursuant to Sec. 125.07(3)(a)12, Wis. Stats.

4. Applicants applying for both beer/fermented malt beverages and wine, and applying for permission to have underage unaccompanied individuals present on the beer premises, read the following:

   The wine premises must be contained separately from the beer-licensed premises because underage unaccompanied individuals are not permitted on licensed wine premises.

   The wine-licensed premises could be established within the boundaries of the beer premises, but must be excluded from the premises description of the beer license. For example, application could be made for a wine garden/tent that is separately described and established separate from the broader beer premises.

The city may require specific measures to maintain the physical separation of the two licensed premises, such as: fencing, signage, monitoring access to the wine premises, security, etc., to prohibit the entrance of underage unaccompanied persons on the wine premises.

The premises description written on my license application meets this requirement:

☐ Yes N/A

☐ No

Sample Premise Descriptions for Combination Beer/Wine Applications:

Licensed premises for beer: A 100 X 75 square foot parking lot located on the south side of My Favorite Bar, 1234 Main Street, excluding the 30 X 30 square foot area licensed for wine on the southwest corner.

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

HAVEN OWNERS GROUP - MILWAUKEE CHAPTER
(Above, print name of the organization)

Signature of applicant

Jerry DeGroot
Print name of applicant

2/26/21
Date

Sheryl Hartman

From: Dana Schwab <danas@houseofharley.com>
Sent: Friday, February 26, 2021 12:19 PM
To: z GF Clerk Dept
Subject: House of Harley - Class B Permit Applications
Attachments: March 27th 2021.pdf; March 20th 2021.pdf; March 13th 2021.pdf

Good Afternoon -

Attached are three Temporary Class B Permit Applications for the dates of March 13th, 20th, and 27th.

On the dates that I have listed above we will not be hosting events onsite but are interested in having beer available for customers who stop in. All the dates listed are Saturday's and we would not be selling the beer. We would have a representative supervising the consumption of beverages and ensuring that each individual is over the age of 21. We would not allow any beverages to be taken off the premises of House of Harley-Davidson.

Please let me know if you have any further questions or concerns.

Thanks,

Dana Schwab
Marketing and Events Coordinator

House of Harley-Davidson

6221 W. Layton Ave | Milwaukee, WI 53220

P: 414.988.7007

houseofharley.com

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ _____ ($10 per day) Application Date: 2/26/21

☐ Town ☐ Village ☒ City of Greenfield County of Milwaukee

The named organization applies for: *(check appropriate box(es).)*

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9 am and ending 4 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9 am - 4 pm

1. **Organization** *(check appropriate box)* → ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name HARLEY OWNERS' GROUP - MILWAUKEE CHAPTER

(b) Address W221 W. LAYTON AVE. GREENFIELD WI 53220 (Street) ☐ Town ☐ Village ☐ City

(c) Date organized _____

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Secretary TERRY WARREN WAS A CORNERSTONE CROSSING WATERFORD WI 53185
Treasurer MARK MCCANN 441 E. ERIE St. #1002 MILWAUKEE WI 53220

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JEFF BINKERT - W221 W. LAYTON AVE. GREENFIELD WI 53220

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(a) Street number W221 W. LAYTON AVE. GREENFIELD WI 53220

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? ALL

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3. **Name of Event** Type of Event: casual - beer available for customers

(a) List name of the event *not an event * just want to be able to have beer available for customers

(b) Dates of event March 27, 2021

(c) Indoor or outdoor event: indoor

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

Officer _____ (Signature / Date) Harley Owner Group - MKE (Name of Organization)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

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3. I am requesting Common Council approval to allow underage unaccompanied individuals on the licensed beer premises as described in my Temporary Class "B" Retailer's License application:

   ☐ No

   ☒ Yes. Our organization, as licensee, permits underage unaccompanied individuals to be on the licensed beer premises, and hereby applies for authorization from the Common Council to allow underage unaccompanied individuals on the licensed beer premises as described in our Temporary Class "B" Retailer's License application, during the specified dates and times, pursuant to Sec. 125.07(3)(a)12, Wis. Stats.

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☐ Yes N/A

☐ No

Sample Premise Descriptions for Combination Beer/Wine Applications:

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HARLEY OWNERS GROUP - MILWAUKEE CHAPTER
(Above, print name of the organization)

Signature of applicant

Jerry DeGroot
Print name of applicant

2/26/21
Date

Sheryl Hartman

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Please let me know if you have any further questions or concerns.

Thanks,

Dana Schwab
Marketing and Events Coordinator

House of Harley-Davidson

6221 W. Layton Ave | Milwaukee, WI 53220

P: 414.988.7007

houseofharley.com

Common Council Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 16, 2021

RELATING TO:

Discussion and decision **to enter into an agreement with Greenfield Park Two LLC for a sanitary sewer extension project.**

SUMMARY:
Greenfield Park Two LLC has proposed to construct a sanitary sewer extension project in order to service its proposed future development located in the 4400 block of S 92nd St (Tax Key No. 607-9981-003). In an effort to provide additional sanitary sewer capacity in its public sewer system in S 92nd St, the City requested that Greenfield Park Two LLC expand their sanitary sewer project to allow for a public sanitary sewer connection at S 92nd St.

The City has proposed to enter into a Developer Agreement with Greenfield Park Two LLC for the sanitary sewer extension project. Among other things, the proposed agreement contains a cost share arrangement to the benefit of both parties for the cost of design, construction and inspection of said sanitary sewer.

FINANCIAL:
Anticipated construction costs are as follows (see map exhibit):

Blue = $900,000 (50% City / 50% Developer)
Green = $195,000 (100% City)
Red = $315,000 (100% Developer)

*Developer pays for design, bidding and construction management
*City pays for construction inspection, testing, record drawings, etc.

*No cost estimates at this time. These are in addition to Blue/Green/Red costs.

The City's portion of the sanitary sewer project would be funded by the sanitary sewer account.

RECOMMENDATION:
Enter into an agreement with Greenfield Park Two LLC for a sanitary sewer extension project.

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

MOTION ___ OTHER ___

DRAFT

DEVELOPER AGREEMENT

SANITARY SEWER EXTENSION

This Agreement (the "AGREEMENT") made this _____day of March, 2021, by and between the CITY OF GREENFIELD, a municipal corporation, with principal offices located at 7325 West Forest Home Avenue, Greenfield, WI 53220, (the "CITY") and GREENFIELD PARK TWO, LLC, 1445 South 113th Street, West Allis, WI 53214, (the "GP2").

WHEREAS, GP2, has proposed to construct a sanitary sewer extension in order to service its proposed future development located in the 4400 block of South 92nd Street, Tax Key No. 607-9981-003 (the "PROPERTY") which is legally described as follows:

Lot 2 of Certified Survey Map No. 8081, being a part of the Southeast ¼ of Section 20, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

WHEREAS, the CITY in an effort to provide additional sanitary sewer capacity to its public sanitary sewer system in South 92nd Street adjacent to the PROPERTY have requested that GP2 expand its proposed sanitary sewer extension to allow for a CITY sanitary sewer connection at South 92nd Street;

WHEREAS, GP2 is willing to proceed with the construction of the sanitary sewer extension in good faith based on the positive feedback received from the City in response to the planned development of the Property; and

WHEREAS, CITY and GP2 have agreed to enter into a cooperative agreement for the installation of a proposed sanitary sewer extension project (the "EXTENSION") by GP2 in order to address both CITY and GP2 needs, consisting of those certain "Required Improvements" identified in Section 2 below; and

WHEREAS, CITY, at its March 2, 2021 Common Council meetings have approved this sanitary sewer extension, which is the basis for this AGREEMENT; and

NOW, THEREFORE and in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PARTIES BOUND

This AGREEMENT shall be binding upon GP2, its heirs, executors, administrators, successors, assigns and lessors.

A "Notice of Agreement" shall be recorded at the Register of Deeds Office, Milwaukee County, Wisconsin, which shall be legal notice of this AGREEMENT.

This AGREEMENT relates only to the installation of the EXTENSION. Should GP2 wish to proceed with the balance of its development on the PROPERTY following the installation of the EXTENSION, GP2 acknowledges that a separate Developer's Agreement will be required to address future development on the PROPERTY.

SECTION 2. REQUIRED IMPROVEMENTS

In order to construct the EXTENSION, GP2 has caused detailed civil sanitary sewer plans to be prepared identifying the "Required Improvements", attached hereto and labeled as Exhibit No. 1. GP2 is responsible to conform to the approved plans and subsequent permits.

A. SANITARY SEWER

1. GP2 has caused detailed plans to be prepared for the installation of sanitary sewer facilities for the EXTENSION based on the City engineer's recommendations as to the size and design. These plans are attached hereto in Exhibit No. 1. These plans are approved by the CITY subject to the condition that approval also is obtained from the Milwaukee Metropolitan Sewerage District, the WI Department of Natural Resources, the Southeast Wisconsin Regional Planning Commission and the Wisconsin Administrative Plumbing Code SPS 382-387, where applicable.

2. CITY inspection is required during the installation of any proposed sanitary sewer facilities. GP2 remains responsible to obtain the necessary CITY plumbing permits for the installation of any sanitary sewer facilities. As part of CITY inspection for said sanitary sewer facilities, the CITY will be responsible for the development of the necessary record drawings and MH inspection records. Notwithstanding the foregoing, the CITY agrees to assist with identifying and issuing any permits needed and to provide GP2 with cost estimates for the same.

3. GP2 agrees to provide televising video (CCTV) of new sanitary sewer mains to CITY for review once construction is completed, but prior to said sanitary sewer mains becoming active. Said televising shall include a footage meter on the video display and shall surveyed at a speed suitable for assessing pipe condition assessments.

4. For the purpose of defining 'public' and 'private' sanitary sewer facilities, said designations shall be properly illustrated or described on the detailed plans, attached hereto in Exhibit No. 1.

B. SERVICE LATERALS

1. GP2 has caused detailed plans to be prepared for the installation of private sanitary sewer service laterals based on the City engineer's recommendations as to the size and design. These plans are attached hereto in Exhibit No. 1. These plans are approved by the CITY subject to the condition that approval also is obtained from the Milwaukee Metropolitan Sewerage District, the WI Department of Natural Resources, the Southeast Wisconsin Regional Planning Commission and the Wisconsin Administrative Plumbing Code SPS 382-387, where applicable.

2. GP2 acknowledges that individual private service laterals will be installed along the EXTENSION route to service existing adjacent properties within the GP2 development, as needed. GP2 shall remain responsible for all private service laterals installed on the Property and acknowledges that if

installed, individual private service laterals will require permits, and it remains the responsibility of GP2 to obtain and pay for said permits in accordance with all applicable CITY or State code requirements. GP2 acknowledges that individual private service laterals may be installed along the EXTENSION route to service adjacent properties not owned by GP2 , and GP2 agrees to coordinate with the developers/owners of such adjacent properties as needed; however, GP2 shall have no responsibility or liability relating to the permits, installation or costs of such laterals.

C. SOUTH 99th STREET CONSTRUCTION / RESTORATION

1. As part of the installation of the EXTENSION in and through the South 99th Street right-of-way, existing street pavement, utilities, and private driveways may be disturbed and require restoration. Said construction and restoration are acceptable to CITY, and remain subject to permit issuance and the approved plans, attached hereto in Exhibit No. 1. Notwithstanding the foregoing, or anything else in this Agreement, GP2 does not have the obligation to repave any portion of 99th Street.

D. SOUTH 92nd STREET (C.T.H N) CONSTRUCTION / RESTORATION

1. As part of the installation of the EXTENSION in and through the South 92nd Street (C.TH. N) right-of-way, existing street pavement, utilities and private driveways may be disturbed and require relocation and/or restoration. Said construction and restoration are acceptable to CITY, and remain subject to permit issuance and the approved plans, attached hereto in Exhibit No. 1.

2. GP2 remains responsible to obtain the necessary permits from Milwaukee County (COUNTY) for traffic control measures and for any construction work in the South 92nd Street (CTH N) right-of-way, however the CITY remains responsible for all costs associated with these items.

E. PRIVATE UTILITIES (Electric, Gas, Telecom, etc.)

1. GP2 acknowledges that all private utility demolition, removal, relocation and new utility installations related to the EXTENSION are the responsibility of GP2, or the respective private utility company. Further, GP2 acknowledges that it may also be required to obtain private utility permits to work around certain private utilities (ATC, We Energies, etc.). CITY shall be responsible for dealing with the utility companies to obtain their approvals and for coordination and planning needed for the demolition, removal and relocation of existing utility installations. Any costs associated with the relocation of such utilities shall be allocated by location, as set forth in Section 6 below. Upon receipt of such approvals, GP2 and the CITY shall work together to obtain the necessary permits from the respective private utility companies for this work as needed.

F. ACCESS ALONG 99TH STREET

1. In the event that there are access and/or traffic issues that need to be addressed due to the

construction along 99th Street, GP2 and the CITY shall reach a mutually acceptable access and/or traffic plan prior to commencement of the construction in that area, and the CITY and GP2 shall share the costs associated with such plan(s) on a 50-50 basis.

SECTION 3. OTHER SITE CONSIDERATIONS

A. SOIL CONDITIONS

1. CITY does not warrant, guarantee, or certify any references or other criteria relating to soil conditions or soil load bearing capacity or other specifications for the installation of structures or piping systems. All certifications for soil conditions and soil load bearing capacity are the responsibility of GP2 to confirm.

SECTION 4. EASEMENTS / RIGHT OF ENTRY

GP2 acknowledges its responsibility to ensure that the necessary easements and agreements relating to the EXTENSION are properly executed and in place to allow GP2 to properly construct, install, operate and maintain the EXTENSION in perpetuity.

By execution of this AGREEMENT, CITY authorizes GP2 permission to enter in, through and upon its public right-of-way and existing sanitary sewer easements in order to construct the EXTENSION.

GP2 agrees to grant CITY a permanent sanitary sewer easement across the PROPERTY to grant CITY permanent sanitary sewer easement and access rights to maintain all sanitary sewer installed as part of the EXTENSION. The execution of said permanent sanitary sewer easement shall be done under a separate, standalone easement document prepared by the parties.

The CITY agrees to work with GP2 to secure new CITY sanitary sewer easements that may be needed should the routing of the EXTENSION require the CITY to obtain additional easement rights that are not on property owned by GP2. The execution of said permanent sanitary sewer easement(s) shall be as separate, standalone easement document(s).

SECTION 5. CONSTRUCTION ACTIVITIES

A. TIME OF COMPLETION

1. Provided that GP2 obtains bids acceptable to GP2 for the work, GP2 acknowledges that the EXTENSION shall be constructed by GP2, entirely in one (1) phase and within a period of twelve (12) months commencing with the execution of this AGREEMENT. GP2 shall construct, install, furnish and provide the 'Required Improvements'. All work shall be installed in accordance with the approved EXTENSION plans. GP2 reserves the right to install the RED section of the EXTENSION, as defined in Section 6, at a later date as part of its further development of the PROPERTY.

B. INSPECTION

1. CITY representatives shall at all reasonable times have access to the construction work wherever it is in progress and GP2 shall provide reasonable means for such access and inspection.

2. For the EXTENSION, oversight of construction shall be performed under the direction of the CITY, or their designee. CITY reserves the right to use an outside consulting civil engineering firm of our choosing to help perform inspection services related to the EXTENSION. For private utilities, oversight of construction shall be performed under the terms and conditions of the approval or permit for which said private utility construction was approved.

3. If at the time of Inspection, the CITY determines that EXTENSION work is not in accordance with the approved plans, specifications and regulations, GP2 shall replace or repair work as required by CITY to follow the approved plans, specifications and regulations at GP2 expense, including uncovering work that was covered without necessary approval of CITY inspectors.

C. RESTORATION

1. GP2 acknowledges its responsibility~~,~~ to restore the areas affected by any construction associated with the EXTENSION to the condition it was in prior to construction, or in accordance with the approved plans, including but not limited to, grading to blend with existing topography to ensure proper drainage, sodding disturbed area, replacement of all disrupted driveways, restoration of any damaged street pavement/shoulders, and replacement of any private trees/bushes/plantings which were removed/damaged in right-of-way and/or on a 3rd party's private property. If allowed by the applicable easement, GP2 may leave a 10 foot wide gravel path along the sanitary sewer line at 99th Street for sanitary access purposes.

D. NOISE

1. GP2 agrees to make reasonable efforts to minimize noise, dust and similar disturbances. Except in the event of an emergency, construction activities shall not begin before 7:00 am or continue after 7:00 pm during weekdays and Saturdays. Construction activities are not allowed on Sundays or on Holidays. All other noise criteria shall be in conformance with CITY codes. GP2 reserves the right to request adjusted work hours for times other than as stated above if construction factors, and other circumstances warrant said request. Said request will be made to the Director of Neighborhood Services. GP2 acknowledges that CITY must first approve said request prior to GP2 commencing work during adjusted work hours.

E. CONSTRUCTION TRAFFIC / ROAD CLOSURES

1. ALL construction traffic for the EXTENSION shall access the work zone from public right-of-way access points on either South 92nd Street (CTH N) or South 99th Street. GP2 requests the right to

request additional access points from private property as needed during construction, provided it has obtained written permission from the respective property owner. For any construction access point, GP2 shall provide and maintain a stabilized construction entrance.

2. GP2 shall limit road closures or partial lane closures in South 92nd Street (CTH N) and in South 99th Street to the greatest extent possible during construction. Prior to any road or lane closure on South 92nd Street (CTH N), GP2 shall obtain a traffic control plan from COUNTY. Prior to any road or lane closures on South 99th Street, GP2 shall obtain CITY approval.

G. PLAN MODIFICATION / PLAN REVIEW STATUS

1. GP2 requests for modifications of the approved plans during construction are to be submitted by GP2 in a manner similar to the application for Plan Commission review. Unless such modifications are requested by the City, GP2 shall provide such detailed drawings and/or other information as CITY requires and reimburse CITY for the review related expenses incurred by CITY and any retained consultants. CITY shall decide the extent of review required and determine if CITY action is warranted.

SECTION 6. BIDDING REQUIRED; COST SHARING ARANGEMENT

As the installation of the EXTENSION will benefit both GP2 and CITY, the parties agree to share in the costs associated with the design, construction, inspection, maintenance and use of the EXTENSION. For the purposes of this Section, please refer to Exhibit 2. The EXTENSION can be broken down into the following general sections:

1) BLUE section: Joint sanitary sewer facilities (will become 'public' once installed).
2) GREEN section: City sanitary sewer facilities (will become 'public' once installed).
3) RED section: GP2 private sewer facilities (will become 'public' once installed).

CITY and GP2 acknowledge that the installation of the BLUE and GREEN sections must occur at the same time and as part of the initial installation.

GP2 acknowledges that, for the BLUE and GREEN sections, GP2 shall utilize the procedures for public bidding found in Wis. Stat. §§ 62.15 and 66.0901 to ensure that the contract for the work is let to the lowest responsible bidder. GP2 may, but is not required, to follow these procedures for the RED section.

CITY and GP2 acknowledge that the RED section can be constructed as part of the initial installation of sanitary sewer, or that GP2 reserves the right to delay the installation of the RED section until such time that it can be constructed in conjunction with the rest of the development of the PROPERTY.

GP2 shall pay for all costs associated with survey, design, plan development, plan approvals, bidding, construction

staking, soil borings, and construction management, for all parts of the EXTENSION. If requested by CITY, GP2 shall provide CITY with a copy of documents to detail its costs for said survey, design, plan development, plan approvals, bidding, construction staking, construction management, etc.

CITY and GP2 have agreed to the following construction installation cost sharing arrangement for the EXTENSION as follows:

1) BLUE section: CITY and GP2 will split the installation costs on a 50/50 percentage basis
2) GREEN section: CITY will pay for 100 percent of the installation costs
3) RED section: GP2 will pay for 100 percent of the installation costs
4) EXTENSION CITY and GP2 will split the installation costs of the sanitary access path along the sewer route on 99th Street on a 50/50 percentage basis.

For purposes of this Agreement, the "installation costs" means the contract price to be paid for the labor, materials, equipment, and general conditions for the construction of the EXTENSION and the costs relating to obtaining and coordinating the necessary easements with WE Energies and the CITY. CITY shall pay for the permit costs for the work within 92nd Street and all costs related to construction inspection, testing, record drawings, MH inspections, etc. for all parts of the EXTENSION. If requested by GP2, CITY shall provide GP2 with a copy of documents to detail its costs for said construction inspection, testing, record drawings, MH inspections, etc. The allocation of costs is set forth in Exhibit 3 attached hereto.

Once the BLUE and GREEN sections are constructed and turned over to the CITY and become CITY property, the CITY will maintain said sewer in perpetuity as public sanitary sewer. Once the RED section is constructed and become operational, it will be turned over to the CITY and become CITY property and the CITY will maintain such section in perpetuity as a public sanitary sewer. GP2 will grant easements to the CITY over the property through which the RED section lies, as necessary for the CITY to maintain such section.

SECTION 7. FUTURE CONNECTION CHARGES

It is mutually acknowledged that specific properties abutting the EXTENSION shall benefit by its installation. CITY and GP2 shall construct and install said improvements in accordance with the cost share arrangement identified in Section 6 and shall be entitled to reimbursement towards the expenses of construction and installation of the EXTENSION, which are properly chargeable to the properties listed below (the "RECAPTURE PROPERTIES"). CITY shall levy a connection charge against the RECAPTURE PROPERTIES if and when these properties request a connection to the EXTENSION, which charge shall be at the CITY assessment rate in effect at the time of connection. All such charges paid by the RECAPTURE PROPERTIES, which shall be collected by the CITY, shall be split between CITY and GP2 on a 50/50 percentage basis. All such charges collected by CITY intended for GP2 shall be paid to GP2 by CITY within forty-five (45) days after collection of the same. If, at the time the charges are payable, GP2 is no longer in business (as evidenced by a dissolved status with the Wisconsin Department of Financial Institutions), or cannot be located using commercially reasonable methods, all GP2 charges collected by CITY shall

be retained by CITY.

RECAPTURE PROPERTIES:

Tax Key #	Address
607-9975-000	4366 S 99th St
607-9977-003	4362 S 99th St
607-9979-003	Vacant – S 99th St
607-9979-004	Vacant – S 99th St
607-9979-005	Vacant – S 99th St
607-9981-004	9605 W Cold Spring Rd

SECTION 8. SURETY INSTRUMENTS / PARTIAL PAYMENT PROCESS

Contemporaneously with the execution of this AGREEMENT, and to secure faithful performance of all provisions thereof, GP2 shall deposit with the CITY an amount of cash equal to its share of the EXTENSION obligations. Said cash deposit shall serve as security and shall insure that said "Required Improvements" identified this AGREEMENT, will be installed as therein provided.

GP2 and CITY acknowledge that said security will be used for the purposes of addressing cost share / contractor payments between the parties during construction, as follows:

1) GP2 shall provide CITY with a copy of an executed contract between GP2 and a contractor(s) for the installation of the EXTENSION. Said documents must also include the proposed construction costs for the EXTENSION based on said contractors bid or contract documents, broken down into BLUE, GREEN and RED sections, with per unit costs for individual items similar to a typical bid summary tabulation.

2) GP2 shall be responsible to pay for its share of the EXTENSION costs and shall provide CITY with a cash deposit as follows: a) 50% of the proposed BLUE costs and b) a 10% construction contingency based on its half of the BLUE costs. Said funds (the “GP2 ESCROW”) will be placed in a CITY escrow account specific to the EXTENSION.

3) CITY shall be responsible to pay for its share of the EXTENSION costs and shall provide funding as follows: a) 50% of the proposed BLUE costs, b) 100% of the proposed GREEN costs and c) a 10% construction contingency based on its half of the BLUE and GREEN costs. Said funds (the “CITY FUNDS”) will be placed in a CITY account specific to the EXTENSION. The CITY represents that sufficient funds have been allocated to cover the CITY’s share of the EXTENSION costs.

4) As the EXTENSION installation work is completed, a partial payment process will be utilized during construction to pay for construction costs. Said partial payment process shall be performed on a monthly basis, or as otherwise deemed necessary by CITY and GP2. Since GP2 will be responsible for performing construction management during construction installation, GP2 will process its contractor partial payments request(s) and will forward a payment request to CITY for review and approval. Once reviewed and approved

by CITY, CITY will issue a check payable to GP2, for which GP2 will use to pay its contractor(s) accordingly. Except where CITY objects to any payment, all payments shall be made no later than fifteen (15) days after the CITY's receipt of each payment request. Processing of partial payment by CITY or GP2 shall not be unreasonably withheld. GP2 funds will be drawn from the GP2 ESCROW account and CITY funds will be drawn from CITY FUNDS.

5) CITY and GP2 acknowledge that GP2 Escrow funds are for construction contractor payment costs. Costs identified above as being paid solely by one or the other party, such as GP2 costs related to the survey, design, plan development, plan approvals, bidding, construction staking, construction management, etc. and CITY costs related to construction inspection, testing, record drawings, MH inspections, etc., will not utilize the GP2 ESCROW funds or CITY FUNDS. Each party being responsible for their respective portions of these non-construction contractor payment costs as described in Section 6 of this AGREEMENT.

6) In the event that the GP2 ESCROW or CITY FUNDS account drops below a 10% threshold, becomes depleted, or there are insufficient funds to process a partial payment request for the party's share of the financial obligation, each party acknowledges its responsibility to provide an additional deposit(s) to its respective fund to make up the deficiency, in accordance with the previously established cost share arrangement percentages listed above. GP2 and the CITY shall make up said deficiencies within fifteen (15) days of notification by CITY.

7) At the time of each payment, and at the time of request for final payment to the contractor, lien waivers from the contractor and its sub-contractors will be required prior to payment and/or release of funds.

8) After final payment has been made, should there remain an excess of funds in the GP2 ESCROW account, CITY will return the excess to GP2 within forty-five (45) days. If GP2 is unable to be located at the time CITY issues a refund as set forth herein, said excess funds will be returned to the owner of the PROPERTY.

SECTION 9. APPROVAL AND ACCEPTANCE OF IMPROVEMENTS

GP2 acknowledges its responsibility to construct, install, furnish, and provide the "Required Improvements" for the EXTENSION to the extent required by this Agreement. The EXTENSION, including all "Required Improvements" shall be and remain the property of GP2 until final "acceptance" by CITY and thereupon shall be turned over to and delivered to CITY without cost and shall become CITY property.

GP2 acknowledges that final CITY "acceptance" is required for the EXTENSION. Final CITY "acceptance" will be granted by the CITY if the Required Improvements have been completed in accordance with this Agreement.

Upon completion of the "Required Improvements" by GP2 as covered by this AGREEMENT and in accordance with

the terms, conditions, plans and specifications incorporated herein, GP2 shall request final CITY "acceptance" of said “Required Improvements". At time of request, GP2 or its contractor shall certify to CITY that it has complied with all designs, plans and specifications, materials and any alterations and modifications, as approved by CITY and also as contained in this AGREEMENT. Said certification shall be in written form, and shall enumerate any changes, alterations or modifications from previous CITY approvals and/or the terms of this AGREEMENT. Upon certification by GP2 or its contractor, CITY shall make an inspection of the work. CITY will provide GP2, within 90 days of completed CITY inspection, either:

a. A notice of rejection from CITY indicating that the public “Required Improvements" are not in sufficient condition for inspection by CITY, or
b. A notice of specific requirements that CITY requires prior to issuance of a certificate of acceptance of installation for public “Required Improvements", or
c. A certificate of acceptance of installation for public “Required Improvements".

In the event that no certificate of acceptance, or specific requirements are provided to GP2 within said 90 days, then acceptance shall be deemed to have occurred. Said 90 day time period will start upon CITY receipt of the notification with certification from GP2. Acceptance of the installations by CITY shall effectuate transfer of title, and shall not be unreasonably withheld. At final acceptance, GP2 shall assign to the CITY all rights, title and interest in any warranties or guaranties obtained from its contractors for the Improvements accepted by the CITY.

SECTION 10. PLAN REPRODUCTION / RECORD DRAWINGS

CITY, or our designee, as part of construction inspection activities shall prepare final record drawings for sanitary sewer improvements. GP2 agrees to provide CITY with the EXTENSION plans in a computer PDF file format and Bentley’s Microstation Computer Graphics Software, Version V8i, Civil 3D, or CITY acceptable CAD compatible software format for use by CITY for its record drawing needs, or for any CITY mapping and record keeping needs.

SECTION 11. PRIOR CITY CONDITIONS

It is mutually agreed that all terms and conditions pertaining to the EXTENSION as imposed by CITY Common Council as set forth in their official minutes, are attached hereto as Exhibit 4 and made a part hereof by reference as though fully set forth herein.

SECTION 12. EXHIBITS

It is mutually agreed that all exhibits referred to and/or attached hereto are part of this AGREEMENT and any conditions contained in any approvals as called for therein are also incorporated within this AGREEMENT and made a part hereof. A list of exhibits used in this AGREEMENT is as follows:

Exhibit 1 Civil Site Construction Plan Set
Exhibit 2 Map exhibit showing section of the EXTENSION
Exhibit 3 Cost allocation spreadsheet
Exhibit 4 City Council minutes

SECTION 13. EMERGENCY ACCESS

GP2 shall allow CITY right of entry in all areas of the PROPERTY for the purposes of fire, police and other emergency response situations.

SECTION 14. GP2 CONTROLS

The work required of GP2 under this Agreement shall be under the full charge and care of GP2 until accepted by CITY. GP2 shall be responsible for the work of its contractors and every part thereof, for all materials, tools, appliances and property of every description used in connection therewith. GP2 shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed by GP2 on or in connection with the work, and of all damage or injury to any persons or property wherever located, resulting from any action or operation by GP2 or its contractor under this AGREEMENT or in connection with the work, and undertakes and promises to protect and defend CITY against all claims on account of any such damage or injury.

GP2 shall, in the performance of this AGREEMENT, comply with and give all stipulations and representations required by applicable federal, state and local laws, ordinances and regulations. GP2 shall also require such compliance, stipulations and representations with respect to any contract entered into by GP2 with others (pertaining to the work covered by this AGREEMENT) as may be required by all applicable federal, state and local laws, ordinances and regulations. Should GP2 fail with respect to any of these provisions, it shall indemnify and hold harmless, CITY and all of its officers, agents, and employees from any liability or damage that arose to the extent caused by such failure.

SECTION 15. GUARANTY PERIOD

GP2 shall remedy or cause to be remedied any defects in materials or workmanship which shall appear within a period of one-year from the date of CITY "acceptance" of public “Required Improvements". At the time of request for CITY acceptance of public “Required Improvements", GP2 acknowledges its responsibility to provide an acceptable form of Security (cash or letter of credit) for 15% of its share of the cost of the public "Required Improvements" (as herein described in Section 9). Said Security shall remain in full force and effect until the expiration of said one-year “Guarantee" periods, at which time it shall be released by the express written consent of the CITY, such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 16. UNAUTHORIZED COMMENCEMENT OF WORK

In the event the GP2 proceeds to make improvements without first having received the approval of CITY or, in the event GP2 proceeds in a manner which does not comply with the plans and specifications as approved by CITY, CITY may take action to stop construction of the improvements. Action by CITY shall consist of a notice to GP2 who is proceeding in violation of, or without approval, which notice shall be in writing, addressed to the last known post office address of GP2 and which notice shall be sent by postage prepaid United States certified mail. The notice

shall advise GP2 of the nature of the violation and shall order immediate cessation of work on the improvements, which order GP2 must comply with. GP2 may request a meeting with CITY which shall be granted within fifteen (15) workdays of the request. If GP2 can demonstrate compliance with approved plans and specifications to the satisfaction of CITY, CITY shall rescind its order stopping construction.

SECTION 17. BANKRUPTCY OF GP2

If GP2 should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if it or its contractors should disregard statutes, ordinances, regulations, orders, or the instruction of CITY, or if they should fail to perform any provisions of this AGREEMENT, then CITY, upon the basis that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy of CITY, including the right to damages, and after giving GP2 and its surety ten (10) days written notice and opportunity to cure the alleged deficiency or failure to perform, take possession for the sole purpose of completing said work of the premises and of all materials, tools, equipment and plant thereon and finish the work by whatever method it may deem expedient. GP2 or its surety in the event of its default shall pay CITY the cost of so administering and completing the work.

Written Notice, when required by this Agreement, shall be deemed given if delivered by certified or registered mail to Robert J. Baierl, President, Supreme Builders Inc., 1445 South 113th Street, West Allis, WI 53214.

SECTION 18. GP2 INDEMNITY

In addition to, and not to the exclusion or prejudice of, any other provisions of this AGREEMENT, GP2 shall indemnify and hold CITY, its officers, agents and employees harmless, and shall defend the same, from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like, alleging personal injury or property damage (other than to the Requirement Improvements themselves) to the extent they result from or arise in the course of or out of the performance of the work and this AGREEMENT by GP2 or its contractors or subcontractors, expressly including, though not limited to: negligence and the breach of any duty whether imposed by statute, ordinance, regulation, order, decree of law, or by contract, on the part of GP2 or its officers, employees, agents, workmen, or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and claims arising under any law including Workmen's Compensation Law.

In every such case where judgment is recovered against CITY, if notice has been given to GP2 of the pendency of suit within ten (10) days after its commencement and GP2 has been properly joined as a party to such action, the judgment shall be conclusive upon GP2, not only as to the amount of damages, but also as to its liability to CITY.

[*Signatures appear on following pages*]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2021.

Greenfield Park II, LLC.

By:_____
Robert J. Baierl, Managing Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2021, the above-named Robert J. Baierl, Managing Member of Greenfield Park II, LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such Officer, and acknowledged that he executed the foregoing instrument as such Officer by its authority.

_____
Signature

_____
Print Name
Notary Public, _____County, WI

My Commission Expires:_____

The Above Agreement is Accepted:

CITY OF GREENFIELD

_____

Michael J. Neitzke, Mayor

_____

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2021, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

_____

Signature

_____

Print Name

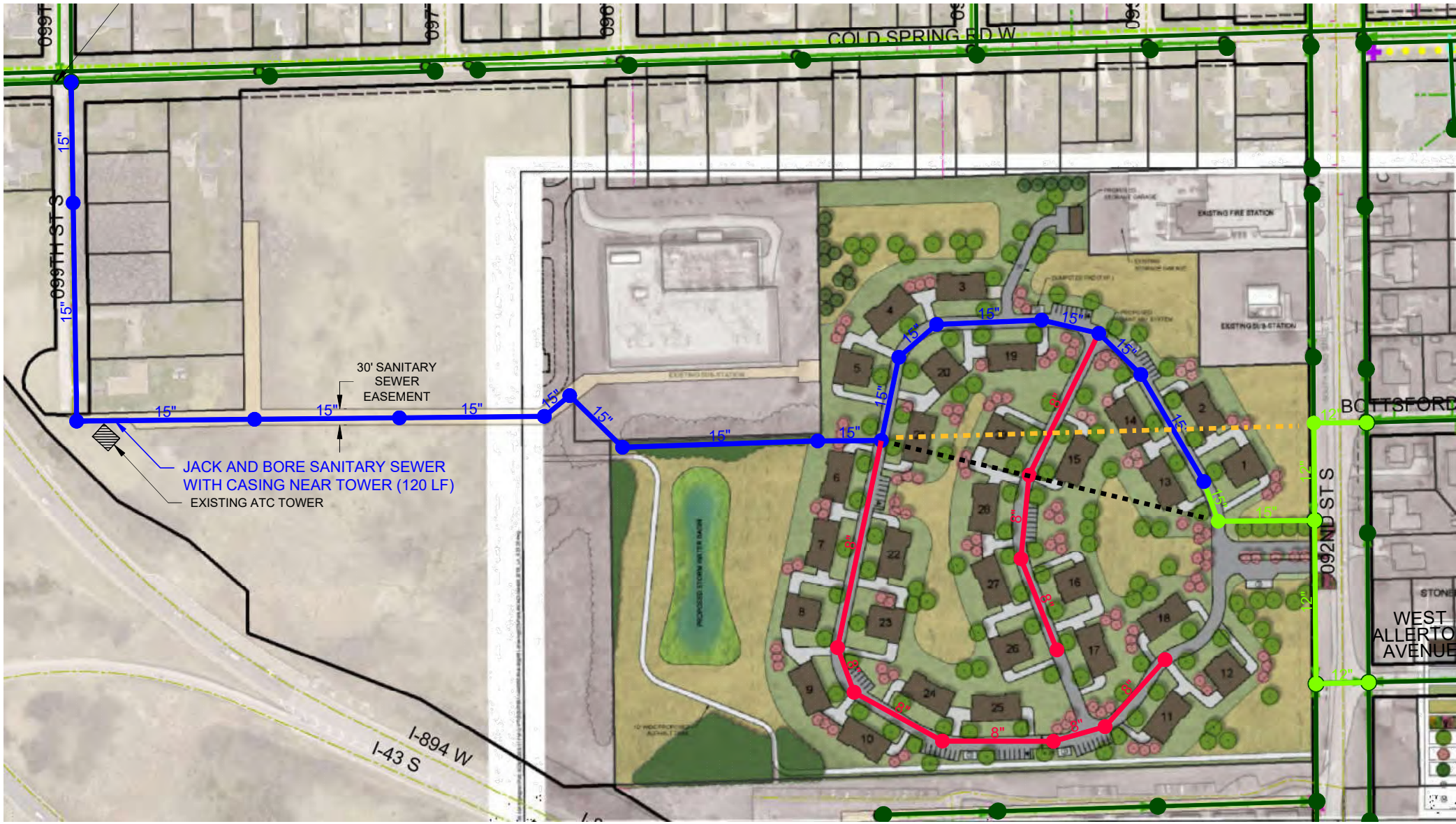
Notary Public, Milwaukee County, Wisconsin

My Commission Expires:_____

Approved as to Form: _____

Brian C. Sajdak, City Attorney

This Instrument was drafted by Jeffrey S. Tamblyn, City of Greenfield Engineering Division.


COLD SPRING RD W
099TH ST S
092ND ST S
BOTTSFORD
WEST ALLERTO AVENUE
EXISTING FIRE STATION
EXISTING SUB-STATION
30' SANITARY SEWER EASEMENT
JACK AND BORE SANITARY SEWER WITH CASING NEAR TOWER (120 LF)
EXISTING ATC TOWER
I-894 W
I-43 S
15"
12"
8"
6"

WPRA
WISCONSIN PARK AND RECREATION ASSOCIATION
SO EVERYONE CAN PLAY

2021 TICKET PROGRAM
PARTICIPATING MEMBER – AGREEMENT

Only current members of the organization participate in selling of the discounted attraction tickets as part of the Wisconsin Parks & Recreation Association (WPRA) ticket program, and they must comply with the terms of this agreement.

It is acknowledged that the primary purpose of participation in the ticket program is to attract the general public in order to promote a better understanding of the value and benefits of adequate parks and recreational services.

The City of Greenfield Parks & Recreation *(enter participating member department/agency name)* does hereby agree to the following term to participating in the ticket program:

1. Identify a primary representative that will administer the ticket program.
2. Return completed Participating Member Agreement to WPRA by **March 1, 2021.**
3. Submit initial ticket order (online) to WPRA by **March 29, 2021.**
4. Sell tickets only at the WPRA stated selling price, which will be determined between the WPRA and attractions. In 2021, participating members retain $0.75 for each ticket sold.
5. Report number of sold tickets to WPRA no later than **September 10, 2021.** *(WPRA will provide you with a Ticket Program Payment Form containing your amount due.)*
   NOTE: The amount you retain as a participating member for tickets sold will be withheld by you prior to submitting payment to WPRA, as will be reflected on the *Ticket Program Payment Form.*
6. Return all unsold tickets plus full payment for tickets sold as detailed on the *WPRA Ticket Program Payment Form* by **September 17, 2021.**

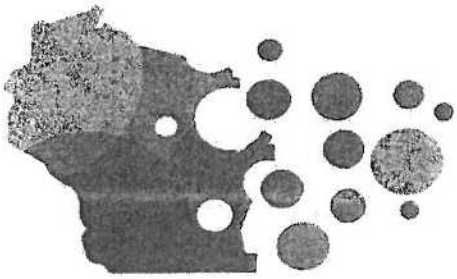
   We acknowledge that a $50 late fee will be applied if unsold tickets and full payment of tickets sold are not received by WPRA by the September 17, 2021 deadline, and may result in elimination of future consignment privileges.
7. Payment will be submitted by department check, or money order only *(not cash or individual personal checks).*
8. We will order tickets on-line through WPRA and not contact the attractions directly or participate in any other specials.
9. Procedures and appropriate training for the collection of monies and safe storage of tickets and payments are our responsibility. Policies regarding refunds, hours of sales, and the expenditure of our retained earnings are also our responsibility.
10. We agree not to place any paid advertising for the ticket program in any publication nor to solicit more than local media coverage regarding our sales.
11. The WPRA shall not be held liable for the safety, operation, or condition of the premises, programs or facilities of any of the attractions participating in the ticket program. Any liability is the responsibility of the attraction itself.
12. We agree not to sell discount tickets at or around any of the attraction sites.

Agreed to by:

WPRA Member Department/Agency: City of Greenfield Parks & Recreation

Name (printed) of Primary Representative: _____

Primary Representative Authorized Signature: _____ Date: _____



WPRA
WISCONSIN PARK AND RECREATION ASSOCIATION
SO EVERYONE CAN PLAY

2021 TICKET PROGRAM
OVERVIEW

As a member benefit of belonging to the Wisconsin Park & Recreation Association (WPRA), members of the organizations have the opportunity to purchase discounted tickets at the lowest available price to attractions that they may sell to the general public.

Everyone benefits!

General Public

Attraction ticket in this ticket program are at a discounted rate from gate pricing, the lowest available price.

WPRA Member

As of 2021, WPRA members retain 75¢ from the sale of each ticket in exchange for promoting and selling tickets on behalf of the attractions.

WPRA

As of 2021, the WPRA retains $1.50 from the sale of each ticket in exchange for orchestrating the ticket program.

Attractions

Even factoring in the discounted rate from gate pricing and the $2.25 retained by the WPRA and its' participating members, attractions benefit by the added local exposure and additional promotion by the members throughout the state, which results in more ticket sales.

To become involved:

ATTRACTIONS

Complete Attraction Agreement by January 22, 2021

Attraction Agreement contains pricing and description details for each attraction.

Send tickets and promotional brochures to all WPRA Members by April 30, 2021

WPRA will send order details between March 29 – April 9, 2021

PARTICIPATING WPRA MEMBERS

Identify ticket program coordinator
Submit Participating Member Agreement by March 1, 2021
Place attraction ticket order by March 29, 2021
Sell tickets through Labor Day
Return payment and unsold tickets to WPRA by September 13, 2021

Attraction Information and Prices
2021 Summer WPRA Ticket Program Attraction Info

****Note: Tickets are NOT available at the WPRA office. Please visit our member locations for tickets.**

The following is pricing, specific policies and info for each program attraction. The "gate" price includes tax. The "sell at" price refers to the price you will charge when selling the tickets.

Please note: Your department keeps $0.75 per ticket sold.

Jet Boat Adventures

Take a 50- minute thrill ride on our super-fast, super-wet Jet Boats. Our 1200-hp jet boats will propel you through the Upper or Lower Dells!
Season: May 15, 2021 - October 15, 2021

Adult Ticket Gate Price: $32.02, WPRA Sells At: $27.50, Customer Saves: $4.52
Child Ticket Gate Price: $16.01, WPRA Sells At: $15.50, Customer Saves: $0.51
Child Age for Tickets: 4-11 years
Any Tickets that are FREE: Age 3 and under

Milwaukee County Zoo

As one of the country's finest zoological attractions, the Milwaukee County Zoo will educate, entertain, and inspire you.
Season: Open year-round. Tickets expire on 12/31/2021.

Adult Ticket Gate Price: $16.75, WPRA Sells At: $12.25, Customer Saves: $4.50
Child Ticket Gate Price: $13.75, WPRA Sells At: $10.25, Customer Saves: $3.50
Child Age for Tickets: Ages 3 – 12
Any Tickets that are FREE: Age 2 and under

Mt. Olympus Theme & Water Park

The ultimate Dells adventure offering an outdoor water park and theme park. 7 go-kart tracks, 2 lazy rivers, wave pools with 9 foot waves, amusement rides, and much more!
Season: May 28, 2021 - September 6, 2021

Ticket Gate Price: $15.00, WPRA Sells At: $5.75, Customer Saves: $9.25
Any Tickets that are FREE: 2 and under free

Noah's Ark Waterpark - Any Days

Excitement for the whole family at America's Largest Waterpark. Enjoy fun in the sun with world-class thrill rides, wave pool, lazy river, kids areas & fantastic food options.

Season: May 29, 2021 - September 6, 2021, visit their calendar page for more details

Adult Ticket Gate Price: $39.99, WPRA Sells At: $29.99, Customer Saves: $10.00
Child Ticket Gate Price: $29.99, WPRA Sells At: $29.99, Customer Saves: $0.00
Child Age for Tickets: Under 48" tall
Any Tickets that are FREE: Children under 36"

Noah's Ark Waterpark - WPRA Days

Excitement for the whole family at America's Largest Waterpark. Enjoy fun in the sun with world-class thrill rides, wave pool, lazy river, kids areas & fantastic food options.

Season: Valid August 20, 2021 – August 22, 2021 at Noah's Ark Waterpark only

Adult Ticket Gate Price: $39.99, WPRA Sells At: $28.99, Customer Saves: $11.00
Child Ticket Gate Price: $29.99, WPRA Sells At: $28.99, Customer Saves: $1.00
Child Age for Tickets: Under 48" tall
Any Tickets that are FREE: Children under 36"

Pirate's Cove Adventure Golf

Argh Mateys! Your treasure is at Pirate's Cove Adventure Golf in Wisconsin Dells, mini-golf at its finest. 5 different courses - 91 holes. Clean putting greens and beautiful landscaping.
Season: Open Mid-March Through Late October, Weather Permitting

Ticket Gate Price: $9.00, WPRA Sells At: $6.00, Customer Saves: $3.00

Child Age for Tickets: N/A
Any Tickets that are FREE: Age 4 and under are free
Chaperone Policy: Only paid players are allowed on the course

Six Flags Great America – Any-Day

Daily ticket valid any one day during 2021 park operating season. Not valid for private events.

Ticket Pricing and Season information coming soon.

Six Flags Great America - WPRA Week

WPRA Week Tickets; Valid for select dates at Six Flags Great America only. Hurricane Harbor not included.

Ticket Pricing and Season information coming soon.

Six Flags Great America - Season Pass

Valid during the 2021 park operating season. Valid at Six Flags parks throughout the nation. Not valid for private events. Valid at Hurricane Harbor.

Ticket Pricing and Season information coming soon.

Upper Dells Boat Tour

Beautiful 2-hour boat cruise on the upper portion of the Wisconsin River with exclusive shore landings at Stand Rock and Witches Gulch.
Season: March 31, 2021 - October 31, 2021

Adult Ticket Gate Price: $32.02, WPRA Sells At: $27.50, Customer Saves: $4.52
Child Ticket Gate Price: $16.01, WPRA Sells At: $15.50, Customer Saves: $0.51
Child Age for Tickets: 4-11 years
Any Tickets that are FREE: 3 years and under
Chaperone Policy: N/A

Wisconsin Ducks Tour

One-hour land and water tour includes miles of scenic wilderness trails, rock formations and cliffs on the Wisconsin River.
Season: March 7, 2021 - November 8, 2021

Adult Ticket Gate Price: $32.02, WPRA Sells At: $27.50, Customer Saves: $4.52
Child Ticket Gate Price: $16.01, WPRA Sells At: $15.50, Customer Saves: $0.51
Child Age for Tickets: 4-11 years
Any Tickets that are FREE: 3 years and under free
Chaperone Policy: N/A