



COMMON COUNCIL MEETING AGENDA

Tuesday, May 18, 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_bDLXEQunTDit_yJ6jI_6XA

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.

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the May 4, 2021 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Stereo One, a proposed automotive parts and

accessories store to be located at Motorman Roadhouse, an existing business located at 4251 S. 27 St., submitted by Jon Majdoch d/b/a Lightspeed Entertainment Inc. (Tax Key No. 576-9978-000) (PC-4/13/21 Kastner)

- a. Approve a Resolution for a Special Use Permit for Stereo One, a proposed automotive parts and accessories store to be located at Motorman Roadhouse, an existing business located at 4251 S. 27 St., submitted by Jon Majdoch d/b/a Lightspeed Entertainment Inc. (Tax Key No. 576-9978-000) (PC-4/13/21 Kastner)
 - b. Approve a Site Plan Review for Stereo One, a proposed automotive parts and accessories store to be located at Motorman Roadhouse, an existing business located at 4251 S. 27 St., submitted by Jon Majdoch d/b/a Lightspeed Entertainment Inc. (Tax Key No. 576-9978-000) (PC-4/13/21 Kastner)
2. Public Hearing on a Special Use Permit for Play It Again Sports, a proposed used merchandise store to be located at 5042 S 74 St., submitted by Andrew Hundt, Cutting Edge Sporting Goods, LLC d/b/a Play It Again Sports. (Tax Key No. 617-9975-024) (PC-4/13/21 Kastner)
- a. Approve a Resolution for a Special Use Permit for Play It Again Sports, a proposed used merchandise store to be located at 5042 S 74 St., submitted by Andrew Hundt, Cutting Edge Sporting Goods, LLC d/b/a Play It Again Sports. (Tax Key No. 617-9975-024) (PC-4/13/21 Kastner)
 - b. Approve a Site Plan Review for Play It Again Sports, a proposed used merchandise store to be located at 5042 S 74 St., submitted by Andrew Hundt, Cutting Edge Sporting Goods, LLC d/b/a Play It Again Sports. (Tax Key No. 617-9975-024) (PC-4/13/21 Kastner)

J. Old Business

1. Discussion/decision re: City responses to COVID-19.
2. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Tree Commission for a term to expire 5/1/23 (formerly Sandra Carney)
 - ii. One member to the Zoning Board of Appeals for a term to expire 5/1/24 (formerly Michael Gierl)

K. New Business

1. Appointments to various committees and commissions:
 - a. Council appointments:
 - i. Confirmation of the Greenfield School District appointment to the Park & Recreation Board for a term to expire 5/31/22 (Julie DeGaro)
 - ii. Confirmation of the Whitnall School District appointment to the Park & Recreation Board for a term to expire 5/31/22 (Nancy Zaborowski)
 - iii. A.D. #4
One member to the Park & Recreation Board for a term to expire 5/31/25 (currently Zachary Marshall)
 - b. Mayor appointments, confirmed by Council:

- i. Four members to the Board of Health for a term to expire 6/1/23 (currently Mary Kitten, Cindy Leraneth, Andrew Martinez, Luanne Wielichowski)
 - ii. One member to the Park & Recreation Board for a term to expire 5/31/25 (currently Patricia Forget)
- c. Mayor appointments:
 - i. Two alternate members to the Zoning Board of Appeals for a term to expire 5/1/24 (formerly Denise Kunz and David Schilz)
2. Applications for operator licenses to expire 6/30/2021 received from the following: Philip H. Kelley, Mia Jasmine Walker and Tyler Lee Chambers
3. Applications for the following licenses to expire June 30, 2022: Class "A" Fermented Malt Beverage, "Class A" Liquor (Cider Only), Class "B" Fermented Malt Beverage, Combination "Class B" Fermented Malt Beverage & Liquor, Class C Wine, Combination "Class A" Fermented Malt Beverage & Liquor License, Reserve Combination "Class B" Fermented Malt Beverage & Liquor, Dry Cleaning/Washing Machine, Entertainment, Pawnbroker/Secondhand Article Dealer, and Operator's Licenses. (approval of licenses should be subject to the City of Greenfield ordinances regarding code compliance and payment of all delinquent taxes and charges) (Goergen)
4. Approve application for 2020-2021 "Class B" liquor license for 84 South Restaurants, LLC, Paul F Cralle, Agent, for the property at 8415 W Sura Ln (The Lokal Beer Garden at 84 South), Beer, wine and mixed drinks will be served from a tented area on the eastern portion of the premises. All inventory will be stored in locked containers on-site and will be managed utilizing digital point-of-sale software. (Goergen)
5. Application for an Entertainment License received from The Lokal Beer Garden at 84 South for the property located at 8415 W Sura Ln (type of entertainment: live music, trivia, karaoke, family day with yard games, DJ, bike shows). (Goergen)
6. Approve application for 2020-2021 "Class B" liquor license for CDJ Milwaukee WI, LLC, Zhang Mingrui, Agent, for the property at 4638 S 76th St (Crab du Jour), Designated bar and dining room area. Occasionally patio and/or outside sitting area as weather permitted. Liquor and/or beer shall be stored on premise at beer cooler and liquor storage at the back of the store. Records in storage area. (Goergen)
7. Approve a change of agent from Raymond Konkol to Scott Podd, 6167 Parkview Rd, Greendale, WI for the 2020-2021 "Class B" liquor license held by Ray's Butcher Shoppe, 4640 W Loomis Rd (Ray's Butcher Shoppe, Inc). (Goergen)
8. Approve a Temporary Class "B" Retailer's License (beer) for House of Harley Shovelhead Reunion Party, 6221 W. Layton Ave., on June 25, 2021 from 4:00 p.m. until 7:00 p.m. (*License was previously approved as part of an OSE for an outdoor event; they are requesting to change it to indoor.*) (Goergen)
9. Claim received from Wal-Mart Real Estate Business Trust (Goergen)
10. Approve a Special Use Review, Site Review and Architectural and Landscaping Plans for Crab du Jour, a proposed full service restaurant to be located at 4638 S. 76 St., submitted by Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC and Yanni Jin d/b/a/ CDJ Milwaukee WI LLC. (Tax Key No. 604-9972-000) (PC-4/13/21 Kastner)
 - a. Approve the Resolution for a Special Use Review for Crab du Jour, a proposed full-service restaurant, to be located at 4638 S. 76 St., submitted by Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC and Yanni Jin d/b/a/ CDJ Milwaukee WI LLC. (Tax Key No. 604-

11. Approve Site and Architectural Plans for proposed exterior modifications to La-Z-Boy, an existing business located at 7900 W. Layton Ave., submitted by Shawn Albert, d/b/a Industrial Power Systems and Anthony Finley, d/b/a La-Z-Boy, Inc. (Tax Key No. 605-9956-004) (PC-5/11/21 Kastner)
12. Approve a Special Use Review, Site, Landscaping and Architectural Plans for Honey Berry, a proposed restaurant to be located at 4900 S. 76 St., submitted by Lou Liagridonis and Matt Ahmeti, d/b/a We Eat Hospitality Group. (Tax Key No. 617-9977-001) (PC-5/11/21 Kastner)
13. Approve Site, Landscaping and Architectural Plans for Loomis Office Building, a proposed office building be located at 4300 W. Layton Ave., submitted by Audry Grill, d/b/a RINKA, Inc. and Scott Yauck, d/b/a Cobalt Partners, LLC. (PC-5/11/21 Kastner)
14. Approve an Outdoor Special Event application for the South 27th Street Business District Job Fair event, to be located at 2900 W. Cold Spring Rd., June 5, 2021, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event. (Porter)
15. Approve an Outdoor Special Event application for the Borchardt Annual Father's Day Car Show event, to be located at 6101 S. 27 St., June 20, 2021. Application includes the following combination of licenses/permits: Outdoor Special Event. (Porter)
16. Approve an Outdoor Special Event application for the Our Father's Ev. Lutheran Church Class of 2022 Trip Fundraiser event, to be located at 6025 S. 27 St., June 20, 2021, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's License, and Temporary Class "B" Retailer's License (beer). *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
17. Approve an Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2021, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Temporary Operator's License, Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial Building/Electrical/Plumbing. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
18. Approve an Initial Resolution for the Discontinuance of the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet. (Porter)
19. Discussion and decision to approve Business Associate Agreement between Greenfield Fire-Rescue and Milwaukee Fire Department to allow for protected health information to be shared between departments for the purpose of substance use treatment and recovery. (D. Weber, Cohn)
20. Discussion and decision to approve Business Associate Agreement between Greenfield Fire-Rescue and West Allis Fire Department to allow for protected health information to be shared between departments for the purpose of substance use treatment and recovery. (D. Weber, Cohn)
21. Discussion and decision to approve Business Associate Agreement between Greenfield Fire-

Rescue and Community Medical Services to allow for protected health information to be shared for the purpose of substance use treatment and recovery. (D. Weber, Cohn)

22. Discussion and decision to approve Qualified Service Organization Agreement between Greenfield Fire-Rescue and Community Medical Services to comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law. (D. Weber, Cohn)
23. Discussion and decision to approve Business Associate Agreement between Greenfield Fire-Rescue and Milwaukee County Office of Emergency Management, EMS Division to renew agreement to allow Greenfield Fire-Rescue to remain as an American Heart Association training site. (D. Weber, Cohn)
24. Approval of mileage reimbursements in the amount of \$668.02
25. Approval of schedules of disbursements in the amount of \$3,238,306.19

L. Items for future agenda

M. Adjourn

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

RESOLUTION NO. ____

Special Use Permit for Stereo One, a proposed automotive parts and accessories store, to be located at 4251 S. 27 St., submitted by Jon Majdoch d/b/a Lightspeed Entertainment Inc. (Tax Key No. 576-9978-000)

WHEREAS, Jon Majdoch d/b/a Lightspeed Entertainment Inc., duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish an automotive parts and accessories store at 4251 S. 27 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on May 18, 2021, at 7:00 p.m. or soon thereafter, virtually through the Zoom platform to consider the application; and,

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

1. The applicant, Jon Majdoch d/b/a Lightspeed Entertainment Inc., owns and operates MotorMania Roadhouse at 4251 S. 27 St., Greenfield, WI 53221.
2. The property is owned by Majdoch Holdings LLC, 20711 Watertown Rd A-1, Waukesha, WI 53186.
3. Stereo One will occupy approximately 4,750 sq. ft. of the multi-tenant commercial building located at 4251 S. 27 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Northeast ¼ of Section 24, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Northeast ¼ of Section 24; thence Northerly along the East line of said ¼ Section, 228 feet to a point, said point being the point of beginning of lands to be described; thence Westerly 530.70 feet to a point; thence Southerly 331.86 feet to a point; thence Easterly 530.87 feet to a point on the East line of said ¼ Section; thence Northerly along the East line of said ¼ Section, 104 feet to the point of beginning. Excepting therefrom the East 80 feet for public street purposes.

Tax Key No. 576-9978-000

Said land being located at 4251 S. 27 St.

4. The applicant is proposing to establish an automotive parts and accessories store within the existing commercial building.

5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Automotive Parts and Accessories Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 27 St. corridor that is developed for commercial uses. Properties to the north, south, and east are developed as commercial. Properties to the west are developed as institutional.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Jon Majdoch d/b/a Lightspeed Entertainment Inc., to establish an automotive parts and accessories store, to be located at 4251 S. 27 St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on April 13, 2021 and by the Common Council on May 18, 2021. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.

2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.

3. Hours of Operation. The allowable hours of operation for Stereo One will be 9:00am – 7:00pm, Monday - Saturday; 12:00pm – 7:00pm, Sunday.

4. Off-Street Parking. The proposed automotive parts and accessories store tenant spaces require twenty-six (26) off-street parking spaces. Remaining tenant space requires ninety-one (91) off-street parking spaces for a total of one hundred seventeen (117) off-street parking stalls required for the entire building. Sixty-five (65) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.

5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.

6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splay from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not

commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

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

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

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

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

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

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

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

Jon Majdoch d/b/a Lightspeed Entertainment Inc.

Provided to applicant on the
_____ day of _____, 2021

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

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RESOLUTION NO. ____

Special Use Permit for Play It Again Sports, a proposed used merchandise store, to be located at 5042 S 74 St., submitted by Andrew Hundt, Cutting Edge Sporting Goods, LLC.
(Tax Key No. 617-9975-024)

WHEREAS, Andrew Hundt, Cutting Edge Sporting Goods, LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish a used merchandise store at 5042 S 74 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on May 18, 2021, at 7:00 p.m. or soon thereafter, virtually through the Zoom platform to consider the application; and,

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

1. The applicant, Andrew Hundt, Cutting Edge Sporting Goods, LLC, resides at 3825 W. Mary Ann Dr., Franklin, WI 53132.
2. The property is owned by Bonnie Management Corporation, 8430 W Bryn Mawr Ave, Suite 850, Chicago, IL 60631.
3. Play It Again Sports will occupy approximately 5,942 sq. ft. of the multi-tenant commercial building located at 5042 S 74 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 6082, being a part of the Northwest 1/4 of Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin.

Tax Key No. 617-9975-024

Said land being located at 5042 S 74 St.

4. The applicant is proposing to establish a used merchandise store within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned PUD Planned Unit Development under the Zoning Ordinance of the City of Greenfield, which permits Used Merchandise Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 74 St. corridor that is developed for mixed uses. The subject property is part of an area along S. 74 St. that is developed for commercial uses. Properties to the north are developed as park & open space and multi-family.

Parcels to the east are developed as single-family. Properties to the south and west are developed as commercial.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Andrew Hundt, Cutting Edge Sporting Goods, LLC, to establish a used merchandise store, to be located at 5042 S 74 St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on April 13, 2021 and by the Common Council on May 18, 2021. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Play It Again Sports will be Monday – Friday, 10am – 7pm; Saturday, 10am – 5pm; and Sunday 11am-5pm.
4. Off-Street Parking. The entire building, under the category of “Miscellaneous retail stores,” requires 1,137 off-street parking stalls, with Play It Again Sports requiring thirty (30) of those. One thousand one-hundred eleven (1,111) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light spills from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light spill. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:
 - A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

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

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

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

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

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

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

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

Andrew Hundt, Cutting Edge Sporting Goods, LLC

David J. Lasky, Bonnie Management Corporation

Provided to applicant on the
_____ day of _____, 2021

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

05/13/2021

Mia Jasmine Walker	4260 S 4th ST	Milwaukee, WI 53207
Philip H. Kelley	7971 S 6th ST Apt. 201	Oak Creek, WI 53154
Tyler Lee Chambers	3170 S Brust AVE 104	Milwaukee, WI 53207

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

05/13/2021

1/13

CLASS A BEER

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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4710 LLC	Andy's on Hwy 100	Vimal Kapila, Agent	4710 S 108th ST
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Premise Description:

FIRST FLOOR, WALK IN COOLER, LOCATED AT 4710 S. 108TH ST

JTT Enterprises Inc.	Layton Petro Mart	Judith Schwartz, Agent	12345 W Layton AVE
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Premise Description:

COOLERS, BACKROOMS, SALES FLOOR AT LAYTON PETRO MART, LOCATED AT 12345 W LAYTON AVE.

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

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

BNR Inc	Loomis Amoco	Didar Singh, Agent	5030 W Loomis RD
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Premise Description:

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

Walgreen Co.	Walgreens #04827	Megan Pavlik, Agent	4688 S 108th ST
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Premise Description:

RETAIL DRUG STORE - 10,699 SQ. FT. BEER SOLD ON THE SALES FLOOR AND IN THE COOLER. RECORDS ARE KEPT IN THE OFFICE.

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

FIRST FLOOR OF THE BUILDING LOCATED AT 4715 S 27TH ST

Speedway LLC	Speedway #4472	Maria J Hamann, Agent	6000 W Layton AVE
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Premise Description:

Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 6000 W. Layton Avenue.

Speedway LLC	Speedway #4154	Matthew R Vanness, Agent	3390 W Loomis RD
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Premise Description:

Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 3390 W Loomis Rd.

CLASS A CIDER ONLY

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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JTT Enterprises Inc.	Layton Petro Mart	Judith Schwartz, Agent	12345 W Layton AVE
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Premise Description:

COOLERS, BACKROOMS, SALES FLOOR, LOCATED AT 12345 W. LAYTON AVE.

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

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

BNR Inc	Loomis Amoco	Didar Singh, Agent	5030 W Loomis RD
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Premise Description:

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

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

FIRST FLOOR OF THE BUILDING LOCATED AT 4715 S 27TH ST

Speedway LLC	Speedway #4472	Maria J Hamann, Agent	6000 W Layton AVE
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Premise Description:

Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 6000 W. Layton Ave.

Speedway LLC	Speedway #4154	Matthew R Vanness, Agent	3390 W Loomis RD
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Premise Description:

Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 3390 W Loomis Rd.

CLASS B BEER**LEGAL NAME****BUSINESS NAME****AGENT****BUSINESS ADDRESS**

Balistreri Brothers Pizza LLC	Balistreri Brothers Pizza	Sherry Balistreri, Agent	3815 S 108th ST
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Premise Description:

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

United Seniors of Wisconsin Inc	United Seniors of Wisconsin Inc	Carolyn Lucy Clements, Agent	4515 W Forest Home AVE
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Premise Description:

BINGO HALL LOCATED AT 4515 W FOREST HOME AVE

Portillo's Hot Dogs, LLC	Portillo's Hot Dogs LLC	Edward J Janikowski, Agent	8705 W Sura LN
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Premise Description:

PATRONS MAY ONLY PURCHASE BEER AT THE BAR/CATERING AREA, WITH THE KEG UNDER THE COUNTER AND PROPERLY LABELED BEER TAP HANDLES. THERE IS NO BAR SERVICE TO TABLES IN THE RESTAURANT. CONSUMPTION OF THE BEER IS ON THE PREMISES IN THE MAIN DINING ROOM AND THE OUTDOOR PATIO. THE STORAGE OF BEER INVENTORY IS IN THE WALK IN COOLER ON THE PREMISES. THE RECORDS REGARDING ALCOHOL WILL BE KEPT AT THE CORPORATE OFFICE AT 2001 SPRING RD, SUITE 400, OAK BROOK, IL 60523 AS WELL AS AN ELECTRONIC COPY AT THE PREMISES LOCATED AT 8705 W SURA LN.

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

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

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

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

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

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

CLASS B LIQUOR - COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Yee Yee Holeon & Holeon	Lychee Garden Restaurant	Frank Yee	7920 W Layton AVE

Premise Description:

FIRST FLOOR BAR AND RESTAURANT, BASEMENT FOR STORAGE, LOCATED AT 7920 W LAYTON AVE

MJL LLC	Laveers	Marc J Lovora, Agent	5105 W Coldspring RD
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Premise Description:

FIRST FLOOR AND BASEMENT IS WHERE LIQUOR IS STORED, LOCATED AT 5105 W COLD SPRING RD

Dan-El Corp	Gas Lite West	William Sorensen, Agent	4305 S 84th ST
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Premise Description:

FIRST FLOOR AND BASEMENT, LOCATED AT 4305 S 84TH ST

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

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

Twinz Inn Inc	Big Shotz	Natalie Placke, Agent	3800 S 108th ST
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Premise Description:

ENTIRE BUILDING, UPSTAIRS, DOWNSTAIRS, PATIO/SMOKING ROOM, LOCATED AT 3800 S 108TH ST.

Famous Dave's Ribs Inc.	Famous Dave's	Aaron B Dach, Agent	5077 S 27th ST
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Premise Description:

ALL OF BUILDING W/FULL BAR & 188 SEATS, LOCATED AT 5077 S 27TH ST.

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

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

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

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

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

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

Schneiders Corner Club LLC	Corner Club	Kathleen Ann Schneider, Agent	4309 W Grange AVE
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Premise Description:

BEV SALES 4309 W GRANGE, LIQ & BEER STORAGE BASEMENT OF 4311 W GRANGE (SHARED HALLWAY) PATIO IN BACK SW CORNER LOCATED AT 4309 W GRANGE AVE

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

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

Forum Restaurant LLC	Forum Restaurant	Sam Diamantopoulos, Agent	4711 S 108th ST
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Premise Description:

RESTAURANT 10,000 SQUARE FT. ALCOHOL STORED IN MAIN OFFICE WHICH IS LOCKED, LOCATED AT 4711 S 108TH ST

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

FIRST FLOOR OF TAVERN, BASEMENT OF TAVERN AND HOUSE AND OUTDOOR PATIO, LOCATED AT 4060 W LOOMIS RD

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

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

Red Lobster Hospitality LLC	Red Lobster #0146	Elizabeth J Faxon, Agent	4645 S 76th ST
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Premise Description:

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

Calk Enterprises Inc.	Grainger's Pub and Grill	Tamira Calk, Agent	3400 W Loomis RD
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Premise Description:

FIRST FLOOR BAR WITH STORAGE IN THE BASEMENT LOCATED AT 3400 W LOOMIS RD

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

BAR, BACKROOM, BASEMENT LOCATED AT 5045 W LOOMIS RD

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

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

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

THE LIQUOR IS KEPT IN A LOCKED CABINET IN THE COMMON AREA OF THE CLUB ON THE WISCONSIN ATHLETIC 28,000 SQ FT CLUB.

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

MAIN BAR, PARTY ROOM, STORAGE ROOMS, PATIO, BASEMENT, OUTSIDE TENT LOCATED AT 3578 S 108TH ST.

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

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

TMS Catering Inc	Carl's Catering	Thomas John Schmitz, Agent	5110 W Loomis RD
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Premise Description:

TWO BARS - ONE IN EACH HALL, ONE BEER COOLER, ONE STORAGE ROOM, LOCATED AT 5110 W LOOMIS RD.

El Beso Mexican Restaurante LLC	El Beso Mexican Restaurante & Cantina	Andreas Bouraxis, Agent	5030 S 74th ST
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Premise Description:

1ST FLOOR AND PATIO, LOCATED AT 5030 S 74TH ST.

Los Mariachis Mexican Restaurant Inc	Los Mariachis Restaurant	Felipe DeJesus Ramirez, Agent	4305 W Layton AVE
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Premise Description:

RESTAURANT/BAR AREA, STORED IN BACK ROOM, LOCATED AT 4305 W LAYTON AVE.

Red Robin International Inc	Red Robin America's Gourmet Burgers and Brews	Andrew Robert Smith, Agent	7575 Edgerton AVE
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Premise Description:

BAR, DINING ROOM, KEG COOLER AND LOCKER LOCATED AT 7575 W EDGERTON AVE

Carrabba's Italian Grill, LLC	Carrabba's Italian Grill	Anthony J Lloyd, Agent	4765 S 76th ST
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Premise Description:

ONE STORY, 5,576 SF BUILDING WITH 789 SF PATIO ON A 61,480 SF LOT LOCATED AT 4765 S. 76TH ST.

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

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

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

BOWLING CENTER WITH 16 LANES, BILLARDS, BAR, VIDEO GAMES, STORAGE IN BASEMENT, COOLERS AND LOCKED LIQUOR ROOM, LOCATED AT 5404 W LAYTON AVE

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

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

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

THIS IS A 120 CAPACITY TAVERN WITH AN ATTACHED 80 CAPACITY HALL. ALCOHOL IS STORED IN THE BASEMENT, LOCATED AT 5614 W FOREST HOME AVE

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

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

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

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

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

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

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

ALCOHOL WILL BE SOLD IN DON CANGREJO RESTAURANT AND STORED IN THE BAR COOLER AND/OR BACK REFRIGERATOR, LOCATED AT 4171 S. 76TH ST.

Rock Investments of WI LLC	Crossroads Diner	Kim Caze	4160 W Loomis RD
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Premise Description:

ALCOHOL WILL BE SOLD IN DINING AREA. IT WILL BE STORED IN THE OFFICE/STORAGE ROOM LOCATED AT 4160 W. LOOMIS RD.

Lightspeed Entertainment Inc	Motorman Roadhouse	Jon M. Majdoch, Agent	4251 S 27th ST
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Premise Description:

ALCOHOL BEVERAGES WILL BE SOLD AND STORED AT THE BAR LOCATED IN THE CENTER OF THE BUILDING. BEVERAGES WILL BE SERVED IN TABLES DIRECTLY BEHIND THE BAR. ADDITIONAL ALCOHOL WILL BE STORED IN A LOCKED STORAGE ROOM BENEATH THE STAIRS. ALL RECORDS IN UPSTAIRS OFFICE, LOCATED AT 4251 S 27TH ST

Brass Brew Crew Inc	The Brass Tap	Andrew Grossman, Agent	7808 W Layton AVE
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Premise Description:

3200 sq ft bar and restaurant located at the corner of a strip mall, 800 sq ft of which is a kitchen. Serving craft beer with 80 beers on tap, craft cocktails and upscale pub food. 600 sq ft patio, used for enjoyment of alcoholic beverages and food.

CLASS C WINE

LEGAL NAME**BUSINESS NAME****AGENT****BUSINESS ADDRESS**

Balistreri Brothers Pizza LLC	Balistreri Brothers Pizza	Sherry Balistreri, Agent	3815 S 108th ST
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Premise Description:

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

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

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

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

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

CLASS A LIQUOR COMBO

LEGAL NAME**BUSINESS NAME****AGENT****BUSINESS ADDRESS**

Pari Investment LLC	Forest Home Beer and Liquor	Manpreet Kaur, Agent	5612 W Forest Home AVE
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Premise Description:

FIRST FLOOR AND BASEMENT STORAGE LOCATED AT 5612 W FOREST HOME AVE

Sendik's Greenfield LLC	Sendik's Food Market	Theodore Balistreri, Agent	7901 W Layton AVE
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Premise Description:

SOLD ON SALES FLOOR, STORED IN SECURE AREA AND BROUGHT TO DESIGNATED PARKING STALLS FOR PICKUP, LOCATED AT 7901 W LAYTON AVE

Jaystores LLC	Coldspring Liquor	Jigar Chaudhari, Agent	6115 W Coldspring RD
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Premise Description:

WALK-IN COOLERS AND SHELVES LOCATED AT 6115 W COLDSRING RD

Meijer Stores Limited Partnership	Meijer Store #292	Jennifer Hill, Agent	5800 W Layton AVE
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Premise Description:

1 ROOM, 1 STORY, APPROXIMATELY 150,000 SQ FT. MEIJER PICKUP AVAILABLE IN 4 DESIGNATED PARKING SPACES OUTSIDE OF THE STORE ON THE EAST SIDE OF THE BUILDING DESIGNATED BY THE MEIJER PICKUP SIGNS. APPROXIMATELY 200 FEET WALKWAY FROM THE DOOR TO THE PARKING SPACES, AND APPROXIMATELY 824 SQUARE FEET IN PARKING SPACES AVAILABLE FOR CUSTOMER PICKUP. PRODUCT IS LOCATED IN COOLERS AND ON SHELVES IN THE GROCERY AND FRESH FOODS. OVERSTOCK IS LOCATED ON PALLETS IN RECEIVING AREA. RECORDS AND RECEIPTS ARE LOCATED IN ADMINISTRATIVE OFFICES AT FRONT OF STORE, LOCATED AT 5800 W. LAYTON AVE.

Lakes Venture LLC	Fresh Thyme Farmers Market #705	William A. Kreuser, Agent	8680 W Sura LN
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Premise Description:

28,749 SF ONE-STORY INLINE RETAIL BUILDING LOCATED AT 8680 W SURA LANE

Kamal Food LLC	Pauls Wine & Liquor	Kamaljit Kaur Sidhu, Agent	4415 W Loomis RD
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Premise Description:

COOLER SHELVES, FLOOR DISPLAY, LOCATED AT 4415 W LOOMIS RD.

Kamal Food LLC	Pauls Wine & Liquor 2	Kamaljit Kaur Sidhu, Agent	4955 S 27th ST
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Premise Description:

COOLER SHELVES, BASEMENT, FLOOR DISPLAY, LOCATED AT 4955 S 27TH STREET.

Mega Marts LLC	Pick N Save #887	Joel E Van Winkle, Agent	4279 S 76th ST
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Premise Description:

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

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

FIRST FLOOR LOCATED AT 6845 W LAYTON AVE

Aldi, Inc. (Wisconsin)	Aldi #73	Jane Kernats, Agent	4225 S 108th ST
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Premise Description:

SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM, ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4225 S. 108TH ST.

Aldi, Inc.(Wisconsin)	Aldi #23	Israel Taylor, Agent	4615 W Layton AVE
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Premise Description:

SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4615 W. LAYTON AVE.

Arora Trading Inc	Jen's Beer & Liquor	Gurmeet Arora, Agent	4312 W Howard AVE
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Premise Description:

ALCOHOL BEVERAGES WILL BE SOLD WITHIN TH ESTORE, IN COOLERS AND ON SHELVES. ALCOHOL WILL BE STORED IN THE STORAGE ROOM LOCATED AT 4312 W HOWARD AVE

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

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

Skogen's Foodliner, Inc	Festival Foods	Lincoln David Burmeister, Agent	4777 S 27th ST
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Premise Description:

86,500 sq ft grocery store including designated parking stalls for Click N Go pickup up. Located at 4777 S 27th St.

DRY CLEANING/WASHING MACHINE

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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Jaystores LLC	Maytag Laundry	Jigar Umeshkumar Chaudhari, Agent	6121 W Coldspring RD
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Premise Description:

OPERATE 28 WASHING MACHINES LOCATED AT 6121 W COLDSRING ROAD

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

OPERATE 37 WASHING MACHINES LOCATED AT 4101 W HOWARD AVENUE

LBJ Industries LLC	Greenfield Quick Wash Laundromat	Robert Hoelzl, Agent	6835 W Layton AVE
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Premise Description:

OPERATE 24 WASHING MACHINES LOCATED AT 6835 W LAYTON AVENUE

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

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

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
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MJL LLC	Laveers	Marc J Lovora, Agent	5105 W Coldspring RD
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Premise Description:

INDOOR: PATRON STYLE DANCING, POOL LEAGUES, DART LEAGUES, CARD TOURNAMENTS, DJ, KARAOKE, JUKEBOX; OUTDOOR: N/A. LOCATED AT 5105 W COLDSRING RD

Dan-El Corp	Gas Lite West	William Sorensen, Agent	4305 S 84th ST
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Premise Description:

INDOOR: PATRON STYLE DANCING TO JUKEBOX, OCCASIONAL DJ AND BANDS FOR WEDDING, PARTIES AND SPECIAL EVENTS; OUTDOOR: N/A. LOCATED AT 4305 S. 84TH ST.

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

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

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

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

Twinz Inn Inc	Big Shotz	Natalie Placke, Agent	3800 S 108th ST
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Premise Description:

INDOOR: BANDS, DJ, KARAOKE. OUTDOOR: N/A. LOCATED AT 3800 S 108TH ST.

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

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

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

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

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

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

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

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

United Seniors of Wisconsin Inc	United Seniors of Wisconsin Inc	Carolyn Lucy Clements, Agent	4515 W Forest Home AVE
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Premise Description:

INDOOR: BINGO; OUTDOOR: N/A. LOCATED AT 4515 W FOREST HOME AVE.

Schneiders Corner Club LLC	Corner Club	Kathleen Ann Schneider, Agent	4309 W Grange AVE
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Premise Description:

INDOOR: DART AND/OR POOL LEAGUES, SOFTBALL TEAMS, PATRONS DANCING TO JUKEBOX MUSIC OUTDOOR: N/A. LOCATED AT 4309 W GRANGE AVE.

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

INDOOR:BANDS, KARAOKE, BIRTHDAY PARTIES, CONFIRMATIONS, CHRISTIAN RITES, PAGAN RITUALS, DARTS, POOL, WEDDINGS, BLOW GUN TOURNY, bRISKS, PING PONG, GYMNASTIC DISPLAYS. OUTDOOR: VOLLEYBALL, DARTS, JARTS, AXE THROWING, BOW AND ARROW, CAR, TRUCK, BOAT & MOTORCYCLE SHOWS, BARMITZVAS, WEDDINGS, BANDS, KARAOKE, PROTESTS LOCATED AT 4060 W LOOMIS RD

Calk Enterprises Inc.	Grainger's Pub and Grill	Tamira Calk, Agent	3400 W Loomis RD
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Premise Description:

INDOOR: JUKE BOX, KARAOKE, LIVE BANDS; OUTDOOR: N/A. LOCATED AT 3400 W LOOMIS RD.

Lightspeed Entertainment Inc	Motorman Roadhouse	Jon M. Majdoch, Agent	4251 S 27th ST
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Premise Description:

INDOOR: HAVE INDOOR CAR SHOWS AND AUTO RELATED DISPLAYS, LIVE BANDS, COMEDY, AXE THROWING, BIRTHDAY PARTIES, ARCADE & CORPORATE EVENTS; OUTDOOR: BOCCE BALL, BEAN BAG TOSS. LOCATED AT 4251 S 27TH ST.

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

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

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

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

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

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

TMS Catering Inc	Carl's Catering	Thomas John Schmitz, Agent	5110 W Loomis RD
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Premise Description:

INDOOR: BANDS & DJ'S; OUTDOOR: N/A. LOCATED AT 5110 W LOOMIS RD.

El Beso Mexican Restaurante LLC	El Beso Mexican Restaurante & Cantina	Andreas Bouraxis, Agent	5030 S 74th ST
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Premise Description:

INDOOR: LIVE MARIACHI MUSIC; OUTDOOR: LIVE MARIACHI MUSIC ON PATIO. LOCATED AT 5030 S 74TH ST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Greenfield	City of Greenfield	Scott Jaquish, Person in Charge	7325 W Forest Home AVE
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Premise Description:

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

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

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

Brass Brew Crew Inc	The Brass Tap	Andrew Grossman, Agent	7808 W Layton AVE
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Premise Description:

Indoor: Video games, dart board. Outdoor: Some outdoor parties, lawn games. Located at 7808 W. Layton Ave.

MBG MKE LLC	Sky Zone Greenfield	Barbara Glazer, Agent	4940 S 76th ST
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Premise Description:

TRAMPOLINE PARK LOCATED AT 4940 S 76TH ST

PAWNBROKER/SECONDHAND**LEGAL NAME****BUSINESS NAME****AGENT****BUSINESS ADDRESS**

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

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

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

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

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

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5032 S 74TH ST.

MANAGERS/EMPLOYEES IN CHARGE: JOSEPH DESCH, AMY BYRNES, BRENDAN BEECHER, CHRISTINA BROWN & THOMAS SCHABER.

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

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

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

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

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

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

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

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

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

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

Gamestop Inc	Gamestop #567	Diana Saadeh-Jajeh, Agent	7420 W Holmes AVE
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Premise Description:

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

Best Buy Stores, LP	Best Buy #25	Robert Jamsa, Agent	4610 S 76th ST
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Premise Description:

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

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

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

RESERVE CLASS B RETAIL- COMBO**LEGAL NAME****BUSINESS NAME****AGENT****BUSINESS ADDRESS**

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

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

Habaneros of Greenfield Inc	Habaneros Mexican Kitchen	Jessica A. Escamilla, Agent	7700 W Layton AVE
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Premise Description:

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

Grand Total Licenses: 121

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

05/13/2021

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Abbey Marie Mierendorf	3629 S 54th ST	Milwaukee, WI 53220
Adolfo Valdez-Tinoco	4865 S 69th ST #25	Greenfield, WI 53220
Agya Paul Sidhu	3710 S Cherokee WAY	Greenfield, WI 53221
Aimee Harmeyer	5924 W Wright ST	Milwaukee, WI 53210
Alexandra Ann Heinen - Schaffer	8925 W Howard AVE 202	Greenfield, WI 53228
Alfredo Valdez Blanco	2070 S 13th ST	Milwaukee, WI 53204
Alissa Marie Tremmel	10552 W Cortez CIR 16	Franklin, WI 53132
Alyssa Anne Geller	1308 Cleveland AVE	Racine, WI 53405
Alyssa Leigh Pawelski	3854 S 35th ST	Greenfield, WI 53221
Andrew James Grossman	1922 S 70th ST	West Allis, WI 53219
Armani Jadai Campbell	1145 N Callahan PL #209	Milwaukee, WI 53233
Ashley Elizabeth McCracken	6004 Clover LN	Greendale, WI 53129
Barbara Jean Lewandowski	4312 S 51st ST	Greenfield, WI 53220
Benjamin Rosales	3145 S 50th ST	Milwaukee, WI 53219
Blake William Fahser	1482 S 84th ST 239	West Allis, WI 53214
Bobbie Rosalita Horcos	10915 W Edgerton AVE	Hales Corners, WI 53130
Briana Disch	1509 Chestnut LN	Waukesha, WI 53189
Brittany Lea Katzung	203 Coolidge AVE	Waukesha, WI 53186
Brock Anthony Nolinski	5541 W Morgan AVE	Greenfield, WI 53220
Callie Jean Cardenas	3347 W Colony DR	Greenfield, WI 53221
Callie Peyton Givens	1725 W Timber Ridge LN #6205	Oak Creek, WI 53154
Carrie Ann Schmidt	11575 W James AVE	Franklin, WI 53132
Chad Christopher Kirchner	403 E Odgen ST	Jefferson, WI 53549
Charanjit Kaur	2962 W Yorkshire CIR	Franklin, WI 53132
Chelsey Marie Ahnert	1420 E Warnimont AVE #17	Milwaukee, WI 53207
Christopher Justin Case	3223 S 14th ST	Milwaukee, WI 53215
Crystal M Truettner	3712 S 18th ST	Milwaukee, WI 53221
Dana Renee Schilz	10365 W Plum Tree CIR 202	Hales Corners, WI 53130
David Alan Schmalzer	930 S 124th ST	West Allis, WI 53214
David Joseph Sorensen	3435 E Lunham AVE	Cudahy, WI 53110
Dawn Marie Barthel	4808 S 81st ST	Greenfield, WI 53220
Debra Lynn Rosales	6785 S 18th ST	Greenfield, WI 53221
Denise Ann Sedlar	3405 S 50th PL	Greenfield, WI 53219
Douglas Alan Pollen	7717 W Allerton AVE	Greenfield, WI 53220
Edyta Cullen	5797 Rustic LN	Greendale, WI 53129
Erika Suzanne Hartung	S102W21742 Kelsey DR	Muskego, WI 53150
Erin Leah Bermingham	5928 S 32nd ST	Greenfield, WI 53221

Florence R Gonzalez	6422 W Layton AVE	Greenfield, WI 53220
Frederic Rodger Zirzow	5005 S Greenbrook TER #6206	Greenfield, WI 53220
Gabriela Palacios Cruz	3214 S 13th ST	Milwaukee, WI 53215
Gabrielle Nicole Hanley	5175 S 27th ST Unit A	Greenfield, WI 53221
Geoffrey Scott Thompson	2420 Beck DR	Waterford, WI 53185
Gregory Russell Ahl	3310 S 92nd ST #3	Milwaukee, WI 53227
Heather Promo	8223 W Euclid AVE	Milwaukee, WI 53219
Hoang Viet Vo	33885 N Summerfields DR	Gurnee, IL 60031
Ian Andrew Stawicki	W124 S8236 North Cape RD	Muskego, WI 53150
James Koutromanos	7972 S Scepter DR	Franklin, WI 53132
Janel Maraline Paulus	16780 W Coffee RD	New Berlin, WI 53151
Jennifer Joy Talley	915 State ST	Union Grove, WI 53182
Jennifer Lee Green	11200 W Cleveland AVE #C3	West Allis, WI 53227
Jennifer Lynn Hill	10500 W Carpenter AVE	Greenfield, WI 53228
Jessica Ann Aschenbrenner	S76 W12898 Cambridge Ct E	Muskego, WI 53150
Jessica Anne Zuelzke	3441 W Colony DR	Milwaukee, WI 53221
Jessie Wayne Lawyer	10115 W Coldspring RD	Greenfield, WI 53228
Jill Bachowski	2815 Woodridge LN	Waukesha, WI 53188
Jodi Bee Miller	2130 S 81st ST	West Allis, WI 53219
John Alin Mizener	741 E Brandybrook RD	Wales, WI 53183
John Lawrence Hawke	6242 S 31st ST	Greenfield, WI 53221
John Winston Lennon Belcher	8031 W Waterford AVE	Milwaukee, WI 53220
Joleen Ann Daline	1102 Dublin DR	Hartford, WI 53027
Julia Ann Griebenow	4920 S 14th ST Apt 107	Milwaukee, WI 53221
Julie Ann Nelson	6510 Howard AVE #208	Milwaukee, WI 53220
Karen Ann Amerson	3668 S 35th ST	Milwaukee, WI 53221
Kathryn Rosalie Vermiglio	4240 S Ravinia DR 115	Greenfield, WI 53221
Kathy Lynne D'Andrea	8420 S Liberty LN #3112	Oak Creek, WI 53154
Katie Marie Engnath	10425 W Plum Tree CIR Apt 204	Hales Corners, WI 53130
Kelly Lynn Grotkiewicz	4536 W Tripoli AVE	Milwaukee, WI 53220
Kirstyn Marie Wollert	3400 S 20th ST	Milwaukee, WI 53215
Lauren Ashley Evans	3047A S 46th ST	Milwaukee, WI 53219
Lauren Marie Stoner	5335 S Tuckaway LN 6	Greenfield, WI 53221
Lauren Smith Sigmund	707 Monroe AVE #A	South Milwaukee, WI 53172
Lea Rochelle Lovora	3101 W Ramsay AVE	Greenfield, WI 53221
Lisa Ann Milasuski	4711 S Supreme CIR #103	Greenfield, WI 53228
Lisa Ann Williams	7936 W Barnard AVE	Greenfield, WI 53220
Lisa Marie Gray	5412 W Whitaker AVE	Greenfield, WI 53220
Lonna May Mattice	5100 W Coldspring RD	Greenfield, WI 53220
Lori Ann Jones	2247 S 68th ST	West Allis, WI 53219
Mae-Lynn Josephine Orlando	3144 S 12th ST	Milwaukee, WI 53215
Manpreet Kaur	4939 W Tumble Creek DR	Franklin, WI 53132
Mark Allen Lenz	3412 S 17th ST	Milwaukee, WI 53215
Mary Ebony Collins	4213 S Pine Ave	Milwaukee, WI 53207
Megan Ann Shaughnessy	5867 Riverside DR	Greendale, WI 53129

Melissa Ann Gebauer	4327 S Honey Creek DR	Greenfield, WI 53220
Melvin Henry Cardenas	3347 W Colony DR	Greenfield, WI 53221
Michael John Dandoy	3528 S 26th ST	Milwaukee, WI 53221
Misty Michelle Hanisko	1685 College AVE	South Milwaukee, WI 53172
Modesto Melendez-Alvarez	9075 W Sura LN 126	Greenfield, WI 53228
Molly Elizabeth Povlick	7649 S 70th ST	Franklin, WI 53132
Monica Rose Regner	1414 E Warnimont AVE #14	Milwaukee, WI 53207
Morgan Rae Springer	4477 S 5th ST	Milwaukee, WI 53207
Nathan Robert Grondzki	816 Acadia ST	Roscoe, IL 61073
Nhan Thuy Tran	7651 Windrush LN	Franklin, WI 53132
Nicholas Christopher Grotkiewicz	4536 W Tripoli AVE	Milwaukee, WI 53220
Nicholas William Seelig	6707 W Allerton AVE	Greenfield, WI 53220
Nicole Jeanette Rzepkowski	3532 S Quincy AVE	Milwaukee, WI 53207
Nicole Marie Calk	531 S 74th ST	Milwaukee, WI 53214
Nicole Marie Hart	4356 S 60th ST	Greenfield, WI 53220
Nicole Marie Jaskolski	10135 W Coldspring RD 103	Greenfield, WI 53228
Nicole Marie Romine-Fuhrman	3369 S Highpointe DR	New Berlin, WI 53151
Paige Christine Thiemer	8432 W Hayes AVE	West Allis, WI 53227
Priti Jaindra Malde	4026 S 118th ST	Greenfield, WI 53228
Rahul Kapila	4440 S 117th ST	Greenfield, WI 53228
Rhiannon Danielle McHugh	627A S. 9th ST	Milwaukee, WI 53204
Ricardo Edward Cavazos	4245 S Ravinia DR Unit 208	Greenfield, WI 53221
Riley Barry Placke	7900 Stone Creek WAY	Caledonia, WI 53108
Robin Marie Flesses	7010 W Southridge DR #45	Greenfield, WI 53220
Rozanne M Dunn	7010 W Grange AVE 103	Greendale, WI 53129
Ryan Christopher Duket	7365 W Warnimont AVE	Milwaukee, WI 53220
Ryan Christopher Loehe	10052 W Brookshire DR	Hales Corners, WI 53130
Samantha Lynn Kolaske	8737 W Tripoli AVE	Milwaukee, WI 53228
Sandeep Singh	4939 W Tumblecreek DR	Franklin, WI 53132
Sarina Marie Gordon	3826 S 57th ST	Milwaukee, WI 53220
Savannah Danielle Berczyk	W132 S6514 Saroyan Rd.	Muskego, WI 53150
Scott Andrew Hoff	W189 S6404 Preston LN	Muskego, WI 53150
Scott Edward Belongia	1960 S East LN	New Berlin, WI 53146
Sharon Ann Strickler	4358 W Tesch AVE	Greenfield, WI 53220
Shelby Alexa Greco	5865 S 13th ST Apt 8	Milwaukee, WI 53221
Susan Kathryn Nebel	1708 Cottonwood DR	Waukesha, WI 53189
Tara Adrienne Rotella Cavazos	4245 S Ravinia DR Unit 208	Greenfield, WI 53221
Taylor Nicole Molkentin	507 West Chestnut ST	Burlington, WI 53105
Terri Lynn Schroeder	9455 W Coldspring RD	Greenfield, WI 53228
Terry Bay Romine Jr.	1930 E Lilac LN	Oak Creek, WI 53154
Thomas Dean Fox	3526 S 26th ST	Milwaukee, WI 53221
Tiffany Rae Earley	222 S 3rd ST 1305	Milwaukee, WI 53204
Timothy Donald Buse	2917 W Acre AVE	Franklin, WI 53132
Trevor Jacob Palm	3047 N Bartlett AVE	Milwaukee, WI 53211
Tricia Ann Peterson	6975 S Brian CT	Franklin, WI 53132

Trista Paulene Varner	4340 S 68th ST	Greenfield, WI 53220
Whitney Ellen Moore	2192 S 99th ST 2	West Allis, WI 53227
Yana Marie Gensler	7250 S Ballpark DR Apt 110	Franklin, WI 53132

April 27, 2021

84 South Restaurants, LLC
c/o Cobalt Partners, LLC
400 N Broadway
Milwaukee, WI 53202

Michael J. Neitzke, Mayor
City of Greenfield
City Hall Room 101
7325 W. Forest Home Avenue
Greenfield, WI 53220

Conveyed Via Email: mayorneitzke@greenfieldwi.us

RE: Site Plan and Plan of Operation for The Explorium Beer Garden at 84South

Dear Mayor Neitzke:

I am pleased to forward you this Plan of Operation for The Explorium Beer Garden at 84South. I have done my best to summarize the operation and cover all logistical aspects of the project. The operating entity for this beer garden will be xxxx, LLC.

Should you have any questions or require further details, I would be happy to provide them.

Please contact myself or Mike Doble at 414-553-7702 or mike@exploriumbrew.com for any of these details.

Best Regards,

Scott Yauck
84 South Restaurants, LLC

2 Encl.

- Plan of Operation
- Site Plan Details

Plan of Operation

The Explorium Beer Garden at 84 South

Operator: 84 South Restaurants, LLC, Scott Yauck, Agent

Address: 8400 Sura Lane, Greenfield, WI 53228

Rev. 1 – April 23, 2021

A. Proposed Dates: May 20, 2021 – October 17, 2021

B. Days and Hours of Operation:

Monday – Wednesday - Closed

Thursday, Noon to 10pm

Friday, Noon to 11pm

Saturday, Noon to 11pm

Sunday, Noon to 9pm

1. We would like the flexibility to choose to open later and closer earlier depending on business flow, but not outside of the requested hours of operation.
2. During non-live music hours, we will play licensed recorded music throughout the site at a code compliant volume level.

C. Live Entertainment Days and Hours:

Thursday, 4pm to 8pm

Friday, 5pm to 10pm

Saturday, 5pm to 10pm

Sunday, 4pm to 8pm

1. We will schedule and publish an entertainment schedule focusing on Thursday and Saturday nights.
2. On occasion live entertainment will be scheduled for Friday and Sunday nights.
3. The stage will be oriented northwest at the southeast corner of the tent. Sound will be generally directed west. Additional speakers will be used in the open area to be able to lower the overall volume of an live music in consideration of the neighbors.

D. Occupancy

1. An occupancy of 500 is requested based on 25,000 square feet of service area. That is 50 square feet per occupant.
2. Table seating will be provided for 360 people based on 60, six-person tables.

E. Staff

1. Staff will arrive one hour prior to opening and leave approximately one hour after closing and will wear hi-vis t-shirts that are uniform.
2. The staffing plan consists of one manager and five staff members during peak hours.
3. The staff will dispense drinks, manage food vendors, and provide for site cleaning & security.
4. Beverage servers will apply for operator permits from the City as needed.

F. Seating, Service, and COVID Protocols

1. Customer seating will be provided by picnic tables and possibly individual chairs.
2. Guests attending live music will be encouraged to bring folding chairs and space will be provided for viewing the music.
3. Beverage and food service will be counter service.
4. Food trucks will be invited to provide food vending services during open hours as needed. Each food truck will be provided with a hand washing station.
5. ID checks will be completed at the point of sale.
6. Dogs will be allowed in the outdoor seating area. A waste station with bags and a receptacle will be provided.
7. Current required COVID protocols and/or guidelines will be followed and noticed, through signage, for guests.

G. Alcoholic Beverage Licensing and Service

1. It is requested to serve beer, wine, and spirits during all operational hours.
2. Beer service will consist of eight unique beers on draught.
3. Wine service will be dispensed in cups from disposable containers.
4. Spirit service will be limited and served as mixed drinks only in plastic cups.
5. All beverage service will be in souvenir glass pint glasses (single fill only) or disposable plastic cups. (This is an unavoidable COVID consideration but will generate a lot of waste.)

H. Other Events

1. Thursday nights: Bike Night Hosted by House of Harley-Davidson.
2. From time-to-time we will schedule entertainment-oriented fee and non-fee events and gatherings such as bag toss tournaments, beer classes, cocktail classes, and the like.
3. Seasonally themed activities will be scheduled such as Summer Solstice, Oktoberfest, Harvest Fest, and the like to encourage neighborhood engagement.
4. From time-to-time other local breweries may be invited in to take over taps.

I. Merchandise Sales

It is proposed to sell t-shirts, souvenir pint glasses, beer steins, and the like at the beer garden from time to time, or possibly on an ongoing basis.

J. Sanitation

1. Port-a-Potties will be provided for Male, Female, and Handicap/Family. There will be a bank of hand washing stations in the bathroom area.
2. Hand washing stations will be provided at each food truck.
3. A multitude of garbage cans will be provided throughout the site for disposal of plastic cups and food service disposables. All garbage cans will be provided with plastic liners.
4. One or possibly two, 8-yard dumpsters will be on site for trash disposal. Plastic cups create a large volume of garbage, but they are unavoidable due to COVID considerations.
5. One staff member per shift will be responsible for monitoring the trash removal, sanitary condition of the bathrooms, and stocking of disposables at hand washing stations.

K. Utilities and Parking

1. Electrical power and grounding is provided on site from last year's event.
2. Internet access for credit card processing is available on site.
3. Water and waste disposal will be provided by port-a-potty contractor.
4. Garbage will be removed by a waste contractor.
5. Parking areas will be painted on the gravel surface and repainted as needed.
6. Handicap parking will be provided near the north entry to the covered area.

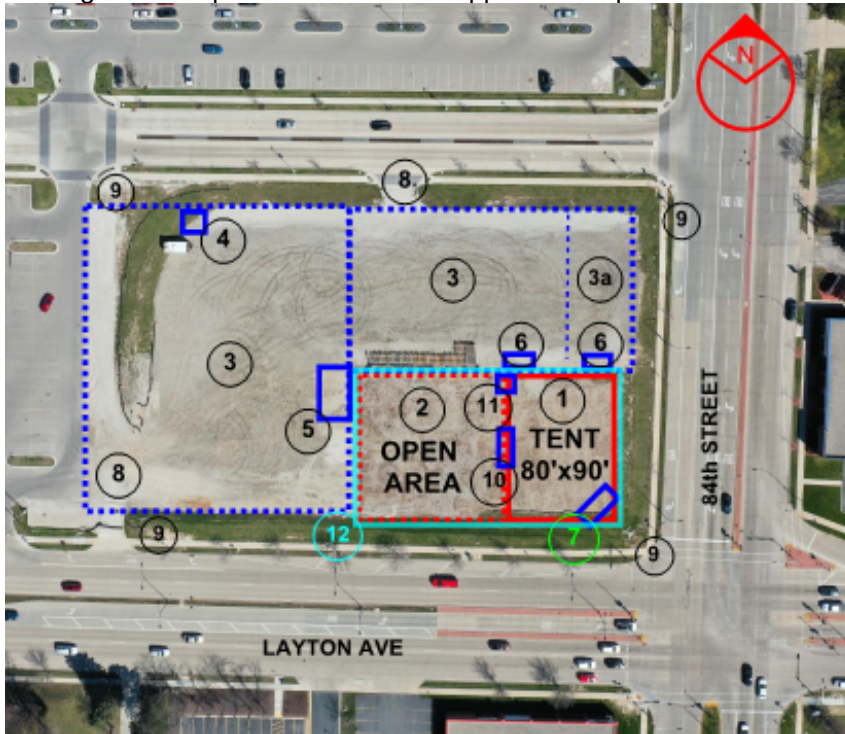
Site Plan Information

Total Site Area: Approx. 120,000 sq. ft.

Served Area: 25,000 sq. ft. (fenced)

Under Cover (Tent): 80' x 90' - 7,200 sq. ft.

Parking: Laid out per site conditions - Approx. 180 spaces



Key:

1. Covered area (tent) with table seating, drink service, and stage
2. Open area with table seating
3. Parking areas (3a motorcycle parking fenced off)
4. 30yd Dumpster
5. Men's and Women's toilets and hand washing stations
6. Food truck parking
7. Stage (oriented northwest, sound directed west)
8. Entry drives
9. Signage
10. Beverage Service
11. Storage Container
12. Fence

Note: Fencing will extend around the open area and covered area with three access points: west edge of the open area, north edge of the open area, and north edge of the tent between the food trucks.

FYI - click mouse in 'For the license period beginning' field to begin and tab throughout. Use mouse to check appropriate boxes, spacebar or enter.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 5/20/2021 ending: 6/30/2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } GREENFIELD

County of MILWAUKEE Aldermanic Dist. No. _____
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
Business Tax Registration applied for	
FEIN Number <u>81-5093735</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

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

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Yauck	Scott	James	7240 N. Beach Drive Fox Point, WI 53217
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>CRALLE</u>	<u>PAUL</u>	<u>FINLEY</u>	<u>829 N. 72ND ST. WAUWATUSA WI 53213</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>LOKAL</u>			

1. Trade Name The Exploration Beer Garden at 84 South Business Phone Number 813-240-9445 (414) 406 6558
2. Address of Premises 8415 West Sura Lane, Greenfield, WI Post Office & Zip Code 53220

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

Beer, wine and mixed drinks will be served from a tented area on the eastern portion of the premises. All inventory will be stored in locked containers on-site and will be managed utilizing digital Point-of-Sale software.

4. Legal description (omit if street address is given above): CSM # 8972 SW 21 6 21 LOT 2

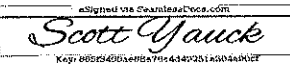
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued?

The Lokal Beer Garden at 84 South

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 1/23/2017 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
Please submit a copy of your WI Seller's Permit by clicking on the paperclip icon on the left side of the screen.
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) Yauck, Scott, J	Title/Member President/CEO	Date 4.28.21
Signature 	Phone Number 414-271-5000	Email Address syauck@cobaltpartnersllc.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

From: [Brian Petrick](#)
To: [Lisa Pelkey](#)
Cc: [Jennifer Goergen](#)
Subject: RE: The Lokal Beer Garden Entertainment license corrections
Date: Tuesday, May 11, 2021 3:20:07 PM

Hi Lisa,

There will be a fence around the area and they will be checking ID's, wrist banding adults, as well as requiring minors to be accompanied by an adult. Let me know if you'd like this incorporated into the formal plan.

Thanks,

BRIAN PETRICK
Director of Property Management & Project Support



400 North Broadway, Suite 100
[Milwaukee, WI 53202](#)
(C) 414.243.1358

From: Lisa Pelkey <Lisa.Pelkey@greenfieldwi.us>
Sent: Tuesday, May 11, 2021 2:29 PM
To: Brian Petrick <bpetrick@cobaltmke.com>
Cc: Jennifer Goergen <Jennifer.Goergen@greenfieldwi.us>
Subject: RE: The Lokal Beer Garden Entertainment license corrections

Hi Brian,

I was reading the plan you sent and noticed there is nothing that explains how you will handle underage individuals on the property.

This is what Nick included in the plan last year and we will need something to explain how you will handle it this year:

We will have a barricaded perimeter surrounding the entire blue on the map. If wanting alcoholic beverages, people will be carded and given a wrist band to signify of age.

All minors will need to be accompanied by a legal adult. All adult of age will be carded and wrist banded if purchasing a beer.

This is something the Council may want to know before issuing the alcohol license so I will need it by Thursday.

Thanks,

Lisa Pelkey
City of Greenfield Clerk's Office
7325 W Forest Home Avenue Room 102
Greenfield, WI 53220
(414) 329-5211

From: Brian Petrick [<mailto:bpetrick@cobaltmke.com>]
Sent: Tuesday, May 11, 2021 2:04 PM
To: Lisa Pelkey <Lisa.Pelkey@greenfieldwi.us>
Cc: z GF Clerk Dept <ClerkDept@greenfieldwi.us>
Subject: RE: The Lokal Beer Garden Entertainment license corrections

Hi Lisa,

Thanks you, and yes. Please add.

Take care,

BRIAN PETRICK
Director of Property Management & Project Support



400 North Broadway, Suite 100
[Milwaukee, WI 53202](https://www.greenfieldwi.us)
(C) 414.243.1358

From: Lisa Pelkey <Lisa.Pelkey@greenfieldwi.us>
Sent: Tuesday, May 11, 2021 2:01 PM
To: Brian Petrick <bpetrick@cobaltmke.com>
Cc: z GF Clerk Dept <ClerkDept@greenfieldwi.us>
Subject: The Lokal Beer Garden Entertainment license corrections

Hi Brian,

The premise description on the Entertainment license last year was live music, trivia, karaoke, family day featuring yard games, DJ. Would you like me to add these to the premise description you submitted of music under tented area, bike shows?

Thanks,

Lisa Pelkey
City of Greenfield Clerk's Office
7325 W Forest Home Avenue Room 102
Greenfield, WI 53220
(414) 329-5211



400 N. Broadway, Suite 100 • Milwaukee, WI 53202 • (414) 271-5000

5.14.21

Re: Surrender of Liquor license

To Whom it may concern,

We will surrender all liquor licenses as of November 1st, 2021 for the Lokal beer Garden at 8415 West Sura Lane.

Sincerely,

SCOTT YAUCK
President/CEO



400 North Broadway, Suite 100
Milwaukee, WI 53202
(O) 414.271.5000 (C) 414.406.6558

RESOLUTION NO. ____

Special Use Review for Crab du Jour, a proposed full-service restaurant, to be located at 4638 S. 76 St., submitted by Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC and Yanni Jin d/b/a/ CDJ Milwaukee WI LLC. (Tax Key No. 604-9972-000)

WHEREAS, Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC and Yanni Jin d/b/a/ CDJ Milwaukee WI LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish a full service restaurant at 4638 S. 76 St.; and,

WHEREAS, the Plan Commission, at its May 11, 2021 meeting, recommended approval of a Special Use Review for Crab du Jour, who is proposing to occupy an existing restaurant building, without a public hearing, as the building has been vacant less than one (1) year; and,

WHEREAS, Crab du Jour is requesting hours of operation modifications different than the last tenant and the Plan Commission deemed that the request did not merit a public hearing; and,

WHEREAS, the Common Council, having carefully considered the Plan Commission's review and recommendation, and the following pertinent facts noted:

1. The applicant, Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC, resides at 852 Duncannon Way, Sun Prairie WI 53590.
2. The agent for the applicant, Yanni Jin d/b/a/ CDJ Milwaukee WI LLC, resides at 1201 Alexandria Ln, Madison WI 53718.
3. The property is owned by CSM Family Holdings LLC, 500 Washington Ave S Ste 3000, Minneapolis, MN 55415.
4. Crab du Jour will occupy approximately 5,300 sq. ft. of the commercial building located at 4638 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Southwest 1/4 of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin, which is bounded and described as follows:

Commencing at a point in the South line of said ¼ Section, 335 feet West of the Southeast corner of said ¼ Section; thence North 872.87 feet to a point; thence South 88°07' West, 869.82 feet to the point of beginning of lands to be described; thence Westerly 121.27 feet to a point on the centerline of South 72nd Street; thence Northerly on and along said centerline, 145.06 feet to a point; thence Easterly 117.01 feet to a point; thence Southerly 125 feet to the point of beginning. Excepting therefrom the westerly 30 feet and the southerly 30 feet for public street purposes.

Tax Key No. 604-9972-000

Said land being located at 4638 S. 76 St.

5. The applicant is proposing to establish a full service restaurant within the existing commercial building.
6. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Full-Service Restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
7. The subject property is part of an area along the S. 76 St. corridor that is developed for commercial uses. Properties to the north, south, and west are developed as commercial. Properties to the east are developed as multi-family residential.
8. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC and Yanni Jin d/b/a/ CDJ Milwaukee WI LLC, to establish a full service restaurant, to be located at 4638 S. 76 St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 11, 2021 and by the Common Council on May 18, 2021. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Crab du Jour will be Monday – Thursday, 11:00am – 9:30pm; Friday – Sunday, 11:00am – 10:30pm.
4. Off-Street Parking. The proposed full service restaurant requires eighty (80) off-street parking spaces. One hundred seventy-two (172) off-street parking stalls are to be provided on site.

5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light spays from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light spay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

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

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

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

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

next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

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

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

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

Mingrui Zhang, d/b/a CDJ Milwaukee WI LLC

Yanni Jin d/b/a/ CDJ Milwaukee WI LLC

CSM Family Holdings LLC

Provided to applicant on the
_____ day of _____, 2021

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: May 18, 2021

RELATING TO:

Outdoor Special Event application for the South 27th Street Business District Job Fair event, to be located at 2900 W. Cold Spring Rd., June 5, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>End Time</u>
Saturday, June 5 th	10:00 a.m.	12:00 p.m.

Set-up: 6/5, 9:00am

Breakdown: 6/5, 1:00pm

Applicant requesting to waive the \$50 OSE permit fees.

Recommendation: Approve the Outdoor Special Event application for the South 27th Street Business District Job Fair event, to be located at 2900 W. Cold Spring Rd., June 5, 2021, and all applicable licenses/permits, and waive all applicable license/permit fees.

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



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: May 18, 2021

RELATING TO:

Outdoor Special Event application for the Borchardt Annual Father's Day Car Show event, to be located at 6101 S. 27 St., June 20, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event.

All various dept. review/approval has occurred.

<u>Event Date</u>		<u>Start Time</u>	<u>End Time</u>
Sunday, 6/20/21	Car Show	8:00 a.m.	4:00 p.m.

Set-up: Sunday, 6/20, 6:00am

Breakdown: Sunday, 6/20, 4:00pm

Car show held on Borchardt Speed Automotive's premises.

Recommendation: Approve the Outdoor Special Event application for the Borchardt Annual Father's Day Car Show event, to be located at 6101 S. 27 St., June 20, 2021 and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: May 18, 2021

RELATING TO:

Outdoor Special Event application for the Our Father's Ev. Lutheran Church Class of 2022 Trip Fundraiser event, to be located at 6025 S. 27 St., June 20, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's License, and Temporary Class "B" Retailer's License (beer).

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>End Time</u>
Sunday, June 20 th	9:00 a.m.	5:00 p.m.

Set-up: 6/20, 6:00am

Breakdown: 6/20, 5:00pm

Applicant requesting to waive the \$50 OSE permit fee and \$30 in Clerk's Office license fees and background check fees.

Recommendation: Approve the Outdoor Special Event application for the Our Father's Ev. Lutheran Church Class of 2022 Trip Fundraiser event, to be located at 6025 S. 27 St., June 20, 2021, and all applicable licenses/permits, and waive all applicable license/permit fees.

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



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: May 18, 2021

RELATING TO:

Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkell Park, 5151 W. Layton Ave., July 4, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: Temporary Operator's License, Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial Building/Electrical/Plumbing.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer/Band Finish</u>	<u>End Time</u>
Sunday, 7/4	11:00 a.m.	11:00 p.m.	11:00 p.m. (fireworks 9:45pm)

Set-up: Sunday, 7/4, 8:00am

Breakdown: Sunday, 7/4, 11:00pm

Applicant requesting to waive \$100 Event fee, \$30 in Clerk's Office license fees and background check fees, \$120 in building/electrical/plumbing permit fees, and \$25 Parade License fee.

Recommendation: Approve the Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkell Park, 5151 W. Layton Ave., July 4, 2021 and all applicable licenses/permits, waive any applicable fees, and waive the Mun. Code operating time limit of 10:00 p.m. to allow the finishing time for both beer service and band performance to be 11:00 p.m.

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

RESOLUTION NO. _____

Initial Resolution for the Discontinuance of the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet.

WHEREAS, S. 43 Street has been duly laid out and improved as a street within the City of Greenfield; and,

WHEREAS, the Common Council has determined that the public interest requires the discontinuance of the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet, which is more specifically shown and described in the attached Exhibit A; and,

WHEREAS, the public road right-of-way which is hereby to be vacated lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries; and,

WHEREAS, Sec. 66.1003 of the Wisconsin Statutes requires a public hearing on any proposed discontinuance not less than 40 days following the introduction of a discontinuance resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, that the Discontinuance Resolution attached hereto as Exhibit B is hereby introduced as that term is used in Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED, that a public hearing on the discontinuance of S. 43 St. right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet is hereby scheduled for June 29, 2021 at 5:30pm or as soon thereafter as the Council may hear the matter.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to deliver a copy of this resolution to the Wisconsin Secretary of Transportation.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

cc: Engineering Division

Exhibit A

Legal Description:

Being a part of the Southeast 1/4 of the Southeast 1/4 of Section 23 and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, in Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence North 00°20'39" West along the East line of said 1/4 Section 60.01 feet to a point on the North line of West Layton Avenue and the point of beginning of lands hereinafter described; thence South 88°38'51" West along said North line 30.00 feet to a point; thence North 00°20'39" West 129.99 feet to a point; thence North 88°38'51" East 5.25 feet to a point; thence North 00°20'39" West 349.04 feet to a point; thence North 89°39'21" East 49.50 feet to a point; thence South 00°20'39" East 348.12 feet to a point; thence North 88°32'34" East 5.25 feet to a point; thence South 00°20'39" East 129.99 feet to a point on the North line of West Layton Avenue; thence South 88°32'20" West along said North line 30.01 feet to the point of beginning. Retaining therefrom, the entire described area as a Municipal Purpose Easement.

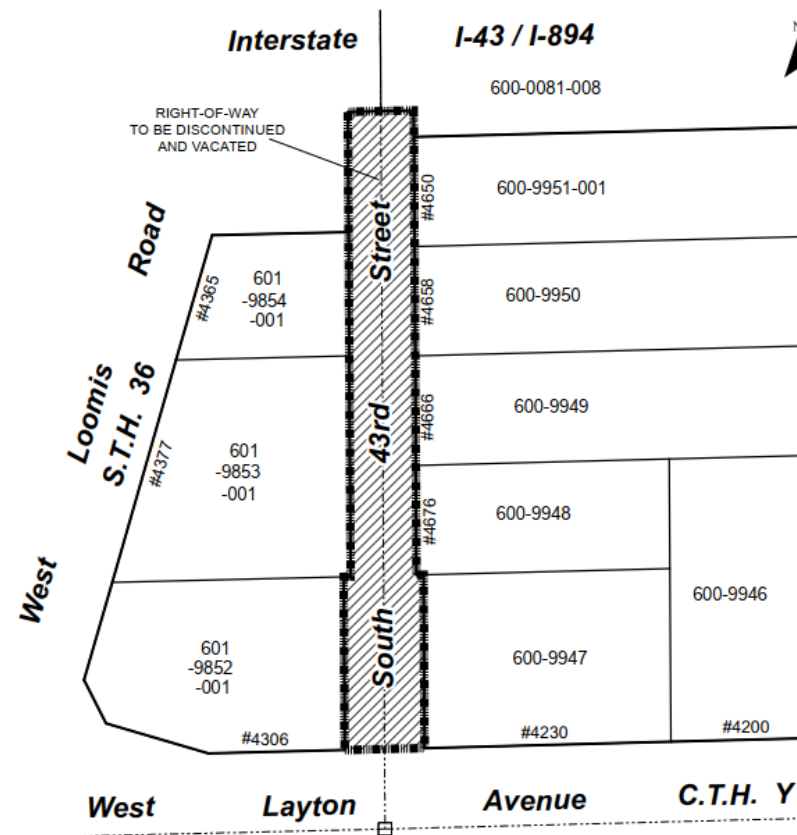


Exhibit B

RESOLUTION NO. ____

Resolution Discontinuing the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet.

WHEREAS, S. 43 Street has been duly laid out and improved as a street within the City of Greenfield; and

WHEREAS, following due notice and publication the Common Council has conducted a public hearing to determine whether it is appropriate to discontinue the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet; and

WHEREAS, based upon the materials on file and the comments received at the public hearing, the Common Council has determined that the public interest requires the vacation of 480 feet of the S. 43 Street right-of-way that is more specifically shown and described in the attached Exhibit A; and

WHEREAS, the Common Council further finds that the public road right-of-way which is hereby to be vacated lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, that the 480 feet of the S. 43rd Street right of way that is more specifically shown and described in the attached Exhibit A is hereby vacated and discontinued.

BE IT FURTHER RESOLVED, that the public road right of way so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the lands which immediately abut thereto, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way except for the rights of the public to a public purpose easement for utilities within the vacated area pursuant to the provisions of sections 66.1003 and 66.1005 of the Wisconsin Statutes.

INTRODUCED by the Common Council of the City of Greenfield on the 18th day of May, 2021.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the ____ day of _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

cc: Engineering Division

BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE CITY OF MILWAUKEE FIRE DEPARTMENT AND
THE CITY OF GREENFIELD FIRE DEPARTMENT

This Agreement ("Agreement"), entered into by the City of Milwaukee Fire Department and the City of Greenfield Fire Department (hereinafter "Business Associate"), acting by and through its Commissioner of Health, (hereinafter "Covered Entity") as of _____, 2021.

Covered Entity is a covered entity as a "health care provider" defined in 45 CFR §160.103, for purposes of the Privacy Rule.

Business Associate is a business associate, as defined in 45 CFR §160.103, of the Plan for purposes of the Privacy Rule and the Security Rule.

Covered Entity and Business Associate mutually agree to modify the Agreement to incorporate the terms of this Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations, Subparts A and E (the "Privacy Rule") and Subpart A and C (the "Security Rule"), dealing with the confidentiality of health or health-related information.

1. Definitions:

- a. Protected Health Information (PHI) means any information, whether oral or recorded in any form or medium, that:
 - (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and
 - (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information unless such information is de-identified according to the Privacy Rule.
- b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.
- c. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. Required By Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- e. Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- f. Designated Record Set shall mean:
 - (i) A group of records maintained by or for a covered entity that is:
 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (ii) For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- g. Standard shall mean a rule, condition, or requirement under the Privacy Rule:

- (i) Describing the following information for products, systems, services or practices:
 - 1. Classification of components.
 - 2. Specification of materials, performance, or operations; or
 - 3. Delineation of procedures;
 - (ii) With respect to the privacy of individually identifiable health information.
 - h. Standard Transaction shall mean a transaction that complies with the applicable HIPAA Standard.
 - i. Current means in accordance with all laws, regulations, technology, and other measures or factors affecting the capability of the Business Associate to fulfill its obligations under this Agreement to safeguard the use and disclosure of PHI as may prevail from time to time. Business Associate's Policies and Procedures must reflect business associate practices within 30 days of any additions or changes to such practices.
 - j. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - k. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule.
- 2. Prohibition on Unauthorized Use or Disclosure of PHI: Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement, the Privacy Rule, or as required by law.
- 3. Use and Disclosure of Protected Health Information: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Except as described in Section 4, Business Associate may use or disclose PHI only for the following purpose(s):
 - a. Services being rendered: Milwaukee Health Department to routinely share autopsy data from confirmed opioid overdose fatalities to include the fatal drug or combination of drugs. Milwaukee Fire Department to routinely share emergency dispatch call data related to overdoses, data specific to administration of Narcan or other overdose reversal medication, and other relevant data to effectively evaluate the Milwaukee Overdose Response Initiative.
- 4. Use of PHI for Certain of Business Associate's Operations: Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity only to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, and only if:
 - a. the disclosure is required by law; or
 - b. Business Associate obtains reasonable assurances, evidenced by written contract from any person or organization to which Business Associate shall disclose such PHI, that such person or organization shall:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as required by law; and
 - (ii) notify Business Associate, who shall in turn promptly notify Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.

5. Safe Guarding of PHI: Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by Business Associate on behalf of, Covered Entity. Business Associate will document and keep these security measures current.
6. Subcontractors and Agents: If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent, then Business Associate shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Business Associate by this Agreement.
7. Maintenance of the Security of Electronic Information: Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Health Information received from, or on behalf of, Covered Entity which pertains to an Individual. Business Associate shall document and keep these security measures current and available for inspection, upon request. Business Associate's security measures must be consistent with HIPAA's Security regulations, Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), once these regulations are effective.
8. Compliance with Electronic Transactions and Code Set Standards: If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:
 - a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
 - b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
 - c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
 - d. Changes the meaning or intent of the Standard's Implementations Specification(s).
9. Access to PHI: Business Associate agrees:
 - a. At the direction of Covered Entity, Business Associate agrees to provide access to any PHI held by Business Associate which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual subject of such PHI, in accordance with 45 CFR section 164.524.
 - b. To make PHI, maintained by Business Associate or its agents or subcontractors in Designated Record Sets, available to an individual who is the subject of such PHI for inspection and copying in accordance with 45 CFR section 164.524.
10. Amendment or Correction to PHI: Business Associate Agrees:
 - a. At the direction of Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate and which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. This

- ability to amend will be provided to Covered Entity or, as directed by Covered Entity, to an Individual subject of such PHI, in accordance with 45 CFR section 164.526.
- b. To make PHI, maintained by Business Associate or its agents or subcontractors in Designated Record Sets, available to an individual who is the subject of such PHI for amendment, in accordance with 45 CFR section 164.526.
11. Reporting of Unauthorized Disclosures or Misuse of PHI: Business Associate shall report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or in writing by Covered Entity. Business Associate shall make the report to Covered Entity's Privacy Official no more than one (1) business day after Business Associate learns of such use or disclosure. Business Associate's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure. Business Associate shall provide such other information, including a written report, as reasonably requested by Covered Entity's Privacy Official.
12. Mitigating Effect of Unauthorized Disclosures or Misuse of PHI. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
13. Tracking and Accounting of Disclosures: So that Covered Entity may meet its accounting obligations under the Privacy Rule, The Business Associate Agrees:
- a. To provide to Covered Entity or an individual, information collected in accordance with 45 CFR 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR section 164.528.
- b. To make available, to an individual who is the subject of the PHI maintained by Business Associate or its agents or subcontractors, the PHI required to provide an accounting of disclosures in accordance with 45 CFR section 164.528
14. Disclosure Tracking Time Periods. Business Associate must have available for Covered Entity the disclosure information required by this section for the six-year period preceding Covered Entity's request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 14, 2003).
15. Accounting to Covered Entity and to Government Agencies. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by Covered Entity or the Secretary or his/her designee, for the purpose of determining Covered Entity's compliance with the Privacy Rule no later than 30 days after so directed in writing by the covered entity. Business Associate shall promptly notify Covered Entity of communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.
16. Indemnification: Business Associate agrees to indemnify, defend, and hold harmless each of the Covered Entity and its sponsor, the City of Milwaukee, and their employees and officers, (each an "Indemnified Party"), against any and all losses, liabilities, costs, fines, penalties, and expenses

(including attorney's fees) the Indemnified Party may incur arising out of or in connection with any violation by Business Associate of any of the provisions of this Agreement, or breach of any warranty or representation made by Business Associate herein, or from any negligent or wrongful acts or omissions of Business Associate. Business Associates agrees to accept the tender of defense of any claim or action falling within the scope of this indemnity.

The City of Milwaukee agrees to indemnify, defend, and hold harmless the Business Associate against any and all losses, liabilities, costs, fines, penalties, and expenses (including attorney's fees) the Business Associate may incur arising out of or in connection with any action taken at the direction of the Covered Entity pursuant to sections 9 sub a, 10 sub a, and 13 sub a, of this Agreement, to the extent that such direction is inconsistent with the determinations and actions of Business Associate pursuant to its obligations under sections 9 sub b, 10 sub b and 13 sub b of this Agreement.

17. Obligations of Covered Entity: Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restriction:

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

18. Term and Termination:

- a. This Agreement shall take effect April 14, 2003.
- b. In addition to the rights of the parties established by the underlying Agreement, if Covered Entity reasonably determines that Business Associate has materially breached any of its obligations under this Agreement, Covered Entity, in its sole discretion, shall have the right to:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement; and/or
 - (ii) Require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Agreement; and/or
 - (iii) Provide Business Associate with a five (5) day period to cure the breach; or
 - (iv) Terminate the Agreement immediately.
- c. Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

19. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall:

- a. Return to Covered Entity or, if return is not feasible, destroy all Pm and all Health Information in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all Pm that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing

identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.

- b. If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

20. Security Rule.

- a. The Business Associate will implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule.
- b. The Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.
- c. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware.

21. Miscellaneous

- a. Automatic Amendment: Upon the effective date of any amendment to the regulations promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- c. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, to the extent not pre-empted by federal laws.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Title: _____

Title: _____

1084-2005-1230:93092

BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE CITY OF GREENFIELD FIRE DEPARTMENT AND
THE CITY OF WEST ALLIS FIRE DEPARTMENT

This Agreement ("Agreement") is entered into by and between the City of Greenfield Fire Department and the City of West Allis Fire Department (hereinafter "Business Associate"), .

Covered Entity is a covered entity as a "health care provider" defined in 45 CFR §160.103, for purposes of the Privacy Rule.

Business Associate is a business associate, as defined in 45 CFR §160.103, of the Plan for purposes of the Privacy Rule and the Security Rule.

Covered Entity and Business Associate mutually agree to modify the Agreement to incorporate the terms of this Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations, Subparts A and E (the "Privacy Rule") and Subpart A and C (the "Security Rule"), dealing with the confidentiality of health or health-related information.

1. Definitions:

- a. Protected Health Information (PHI) means any information, whether oral or recorded in any form or medium, that:
 - (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and
 - (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information unless such information is de-identified according to the Privacy Rule.
- b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.
- c. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. Required By Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- e. Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- f. Designated Record Set shall mean:
 - (i) A group of records maintained by or for a covered entity that is:
 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (ii) For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- g. Standard shall mean a rule, condition, or requirement under the Privacy Rule:

- (i) Describing the following information for products, systems, services, or practices:
 - 1. Classification of components.
 - 2. Specification of materials, performance, or operations; or
 - 3. Delineation of procedures;
 - (ii) With respect to the privacy of individually identifiable health information.
 - h. Standard Transaction shall mean a transaction that complies with the applicable HIPAA Standard.
 - i. Current means in accordance with all laws, regulations, technology, and other measures or factors affecting the capability of the Business Associate to fulfill its obligations under this Agreement to safeguard the use and disclosure of PHI as may prevail from time to time. Business Associate's Policies and Procedures must reflect business associate practices within 30 days of any additions or changes to such practices.
 - j. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - k. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule.
- 2. Prohibition on Unauthorized Use or Disclosure of PHI: Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement, the Privacy Rule, or as required by law.
- 3. Use and Disclosure of Protected Health Information: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Except as described in Section 4, Business Associate may use or disclose PHI only for the following purpose(s):
 - a. Services being rendered: Greenfield Health Department to routinely share autopsy data from confirmed opioid overdose fatalities to include the fatal drug or combination of drugs. Greenfield Fire Department to routinely share emergency dispatch call data related to overdoses, data specific to administration of Narcan or other overdose reversal medication, and other relevant data to effectively evaluate the Greenfield Overdose Response Initiative.
- 4. Use of PHI for Certain of Business Associate's Operations: Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity only to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, and only if:
 - a. the disclosure is required by law; or
 - b. Business Associate obtains reasonable assurances, evidenced by written contract from any person or organization to which Business Associate shall disclose such PHI, that such person or organization shall:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as required by law; and
 - (ii) notify Business Associate, who shall in turn promptly notify Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.

5. Safe Guarding of PHI: Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by Business Associate on behalf of, Covered Entity. Business Associate will document and keep these security measures current.
6. Subcontractors and Agents: If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent, then Business Associate shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Business Associate by this Agreement.
7. Maintenance of the Security of Electronic Information: Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Health Information received from, or on behalf of, Covered Entity which pertains to an Individual. Business Associate shall document and keep these security measures current and available for inspection, upon request. Business Associate's security measures must be consistent with HIPAA's Security regulations, Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), once these regulations are effective.
8. Compliance with Electronic Transactions and Code Set Standards: If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:
 - a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
 - b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
 - c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
 - d. Changes the meaning or intent of the Standard's Implementations Specification(s).
9. Access to PHI: Business Associate agrees:
 - a. At the direction of Covered Entity, Business Associate agrees to provide access to any PHI held by Business Associate which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual subject of such PHI, in accordance with 45 CFR section 164.524.
 - b. To make PHI, maintained by Business Associate or its agents or subcontractors in Designated Record Sets, available to an individual who is the subject of such PHI for inspection and copying in accordance with 45 CFR section 164.524.
10. Amendment or Correction to PHI: Business Associate Agrees:
 - a. At the direction of Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate and which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. This

- ability to amend will be provided to Covered Entity or, as directed by Covered Entity, to an Individual subject of such PHI, in accordance with 45 CFR section 164.526.
- b. To make PHI, maintained by Business Associate or its agents or subcontractors in Designated Record Sets, available to an individual who is the subject of such PHI for amendment, in accordance with 45 CFR section 164.526.
11. Reporting of Unauthorized Disclosures or Misuse of PHI: Business Associate shall report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or in writing by Covered Entity. Business Associate shall make the report to Covered Entity's Privacy Official no more than one (1) business day after Business Associate learns of such use or disclosure. Business Associate's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure. Business Associate shall provide such other information, including a written report, as reasonably requested by Covered Entity's Privacy Official.
12. Mitigating Effect of Unauthorized Disclosures or Misuse of PHI. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
13. Tracking and Accounting of Disclosures: So that Covered Entity may meet its accounting obligations under the Privacy Rule, The Business Associate Agrees:
- a. To provide to Covered Entity or an individual, information collected in accordance with 45 CFR 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR section 164.528.
- b. To make available, to an individual who is the subject of the PHI maintained by Business Associate or its agents or subcontractors, the PHI required to provide an accounting of disclosures in accordance with 45 CFR section 164.528
14. Disclosure Tracking Time Periods. Business Associate must have available for Covered Entity the disclosure information required by this section for the six-year period preceding Covered Entity's request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 15, 2021).
15. Accounting to Covered Entity and to Government Agencies. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by Covered Entity or the Secretary or his/her designee, for the purpose of determining Covered Entity's compliance with the Privacy Rule no later than 30 days after so directed in writing by the covered entity. Business Associate shall promptly notify Covered Entity of communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.
16. Indemnification: Business Associate agrees to indemnify, defend, and hold harmless each of the Covered Entity and its sponsor, the City of Greenfield, and their employees and officers, (each an "Indemnified Party"), against any and all losses, liabilities, costs, fines, penalties, and expenses

(including attorney's fees) the Indemnified Party may incur arising out of or in connection with any violation by Business Associate of any of the provisions of this Agreement, or breach of any warranty or representation made by Business Associate herein, or from any negligent or wrongful acts or omissions of Business Associate. Business Associates agrees to accept the tender of defense of any claim or action falling within the scope of this indemnity. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Business Associate or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the Business Associate or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

The City of Greenfield agrees to indemnify, defend, and hold harmless the Business Associate and their employees and officers against any and all losses, liabilities, costs, fines, penalties, and expenses (including attorney's fees) the Business Associate may incur: 1) arising out of or in connection with any action taken at the direction of the Covered Entity pursuant to sections 9 sub a, 10 sub a, and 13 sub a, of this Agreement, to the extent that such direction is inconsistent with the determinations and actions of Business Associate pursuant to its obligations under sections 9 sub b, 10 sub b and 13 sub b of this Agreement; and 2) arising out of or in connection with Covered Entity's failure to comply with its obligations pursuant to section 17 of this Agreement

17. Obligations of Covered Entity: Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restriction:

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

18. Term and Termination:

- a. This Agreement shall take effect 4/15/2021.
- b. In addition to the rights of the parties established by the underlying Agreement, if Covered Entity reasonably determines that Business Associate has materially breached any of its obligations under this Agreement, Covered Entity, in its sole discretion, shall have the right to:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement; and/or
 - (ii) Require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Agreement; and/or
 - (iii) Provide Business Associate with a five (5) day period to cure the breach; or
 - (iv) Terminate the Agreement immediately.
- c. Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

19. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall:

- a. Return to Covered Entity or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that Business Associate received from or created on

behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.

- b. If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

20. Security Rule.

- a. The Business Associate will implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule.
- b. The Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.
- c. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware.

21. . Miscellaneous

- a. Automatic Amendment: Upon the effective date of any amendment to the regulations promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- c. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, to the extent not pre-empted by federal laws.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: Ma Pol

Title: _____

Title: Fire Chief

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into by and between Community Medical Services (“Health Care Provider”) and Greenfield Fire Department (“Business Associate”) to set forth the terms and conditions under which “protected health information” (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations enacted thereunder, created or received by Business Associate on behalf of Health Care Provider may be used or disclosed.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of Health Care Provider and until all PHI created or received by Business Associate on behalf of Health Care Provider is destroyed or returned to Health Care Provider pursuant to Paragraph 15 herein.

- 1) Health Care Provider and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose PHI created or received on behalf of Health Care Provider for the following purposes:
 - a) Completing and submitting health care claims to health plans, Clearinghouses, and other third party payers.
 - b) Collection of fees for Health Care Provider.
 - c) Establishing and maintaining Business Management Programs for Health Care Provider.
 - d) Introducing, maintaining, and programming Electronic Medical Record Systems for Health Care Provider.
 - e) Introducing, maintaining, and programming compatible Dictation Systems for Health Care Provider.

It is to be understood by all parties that the permitted uses and disclosures must be within the scope of and necessary to achieve any obligations and responsibilities of Business Associate in performing on behalf of, or providing services to, Health Care Provider.

- 2) Business Associate may use and disclose PHI created or received by Business Associate on behalf of Health Care Provider if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities, provided that any disclosure is:
 - a) Required by law, or
 - b) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
- 3) Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with any and all applicable State and Federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations hereunder, and all other applicable law.
- 4) Business Associate further agrees not to use or disclose PHI except as expressly permitted by this Agreement, applicable law, or for the purpose of managing Business Associate’s own internal business processes consistent with Paragraph 2 herein.
- 5) Business Associate shall not disclose PHI to any member of its workforce (including but not limited to Business Associate’s employees) unless Business Associate has advised such person of Business Associate’s privacy and security obligations created by this Agreement and any other relevant privacy and/or security policies or obligations Business Associate may have, including the consequences for violation of such obligations. Business Associate shall take appropriate

BUSINESS ASSOCIATE AGREEMENT

disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement and/or applicable law.

- 6) Business Associate shall not disclose PHI created or received by Business Associate on behalf of Health Care Provider to any person, including any agent or subcontractor of Business Associate but not including any employee of Business Associate, unless and until such person agrees in writing to be bound by the provisions of this Agreement and any and all applicable State or Federal laws.
- 7) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI as required by this Agreement and any and all applicable State or Federal laws.
- 8) Business Associate agrees to maintain a record of all disclosures of PHI, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to an individual who is the subject of such information and/or Health Care Provider within five (5) working days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever date is later.
- 9) Business Associate agrees to report to Health Care Provider any unauthorized use or disclosure of PHI by Business Associate or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.
- 10) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Health Care Provider or created or received by Business Associate on behalf of Health Care Provider, available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's (i.e., Business Associate's) compliance with HIPAA.
- 11) Within thirty (30) days of a written request by Health Care Provider, Business Associate shall allow a person who is the subject of PHI, such person's legal representative, or Health Care Provider to have access to and to copy such person's PHI in the format requested by such person, legal representative, or Health Care Provider unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.
- 12) Business Associate agrees to amend, pursuant to a request by Health Care Provider, PHI maintained and created or received by Business Associate, on behalf of Health Care Provider. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by Health Care Provider, and to make such amendment as directed by Health Care Provider.
- 13) In the event Business Associate fails to perform the obligations under this Agreement, Health Care Provider may, at its option:
 - a) Require Business Associate to submit to a plan of compliance, including monitoring by Health Care Provider and reporting by Business Associate, as Health Care Provider, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto;
 - b) Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of PHI; and/or
 - c) Immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.

BUSINESS ASSOCIATE AGREEMENT

- 14) Health Care Provider may immediately terminate this Agreement and any related agreements if Health Care Provider determines that Business Associate has breached a material term of this Agreement. Alternatively, Health Care Provider may choose to (i) provide Business Associate with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Health Care Provider within (10) days. Business Associate's failure to cure shall be grounds for immediate termination of this Agreement. Health Care Provider's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 15) Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider and that Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance or any termination of this Agreement.
- 16) Health Care Provider may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with any and all applicable State or Federal laws. Such amendment shall be binding upon Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue this Agreement within the ten (10) day period, but Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or any other termination of this Agreement. Health Care Provider and Business Associate may otherwise amend this Agreement by mutual written agreement.
- 17) Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Health Care Provider and its respective employees, owners, directors, officers, representatives and agents ("Indemnities") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any Indemnities arising out of the unlawful acts or omissions of Business Associate or any of Business Associate's employees, owners, directors, officers, representatives and/or agents related to the performance or nonperformance of this Agreement. For clarity, "unlawful" includes, without limitation, any breach of this Agreement or the underlying arrangement between the Parties. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Business Associate or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the Business Associate or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

Community Medical Services

Date

BUSINESS ASSOCIATE AGREEMENT



Business Associate

Date

QUALIFIED SERVICE ORGANIZATION AGREEMENT



This Qualified Service Organization Agreement (the "Agreement") is entered into between Community Medical Services Holding, LLC. ("Client"), and _____, a professional corporation ("Qualified Service Organization" or "QSO").

RECITALS

- A. Client is considering engaging _____ to provide professional services (the "Engagement").
- B. In addition to other healthcare services, Client operates federally-funded drug and alcohol treatment programs that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations ("Part 2 Programs") located at 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (collectively, "Part 2").
- C. Part 2 requires Client to enter into with its "qualified service organizations," as that term is defined in 42 C.F.R. § 2.11, an agreement containing certain minimum safeguards. As a result of the Engagement, QSO will be a "qualified service organization" providing legal services to Client's Part 2 Programs.
- D. The parties desire to enter into an agreement that complies with Part 2.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Definitions. Except as otherwise set forth in this Agreement, all capitalized terms have the same meaning as set forth in Part 2, as such may be amended from time to time.
- 2. QSO's Obligations. QSO will:
 - a. Comply with 42 C.F.R. Part 2 in receiving, storing, processing, or otherwise dealing with any Patient Records from Client's Part 2 Programs.;
 - b. If necessary, resist in judicial proceedings any efforts to obtain access to Patient Identifying Information related to substance abuse disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.
- 3. Client's Obligations.
 - a. Upon the delivery of any Patient Records or Patient Identifying Information to QSO, Client will notify QSO if the Patient Records or Patient Identifying Information is from one of Client's Part 2 Programs.
 - b. Client will notify QSO of any limitation in Client's Notice to Patients of Federal Confidentiality Requirements, as required by 42 C.F.R. § 2.22, that may affect QSO's Disclosure of Patient Records or Patient Identifying Information.
 - c. Changes in or revocation of an individual's consent to Disclose Patient Records or Patient Identifying Information, to the extent such change may affect QSO's Disclosure of Patient Records or Patient Identifying Information.
- 4. Term and Termination.
 - a. Term. Except as otherwise provided in this Agreement, this Agreement will be effective upon execution and will terminate upon termination of the Engagement;
 - b. Termination for Cause. If QSO materially breaches this Agreement, Client will provide QSO a reasonable time in which to cure the breach or end the violation; provided that, if QSO does not cure the breach or end the violation within a reasonable time, Client may terminate this Agreement and the Engagement; provided, however, that if cure is not possible, Client may immediately terminate this Agreement and the Engagement;

c. Effect of Termination. Except as otherwise provided in this Agreement, upon termination of this Agreement, QSO will:

- i. Retain only the Patient Records or Patient Identifying Information that is necessary for QSO to continue its proper management and administration or to carry out its legal responsibilities, and to return or destroy such Patient Records or Patient Identifying Information when it is no longer needed for these purposes;
- ii. Return to Client or destroy the remaining Patient Records or Patient Identifying Information that QSO still maintains in any form; and
- iii. For any Patient Records or Patient Identifying Information continued to remain in the possession of QSO, QSO will limit QSO's Disclosure of such Patient Records or Patient Identifying Information to the purpose which makes it infeasible for QSO to return or destroy the Patient Records or Patient Identifying Information; and the terms and conditions set forth in this Agreement will continue with respect to the Patient Records or Patient Identifying Information for so long as QSO maintains the Patient Records or Patient Identifying Information.

d. Survival. This Section 5 will survive the termination of the Agreement.

- 5. Amendment. If Part 2 is amended and the amendments require an amendment to this Agreement to comply with the amendments to Part 2, notwithstanding anything in the Engagement or this Agreement to the contrary, this Agreement will be amended automatically, without any signed, written amendment by QSO and Client, to comply with the amendments. All applicable Part 2 laws and regulations, are hereby incorporated in this Agreement by this reference, as if they were set forth herein in full.
- 6. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants, or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof, and may not be modified or amended in any manner other than as set forth herein.
- 7. Governing Law. This Agreement will be construed in accord with and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by the laws of the State of Arizona.
- 8. Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with Part 2.
- 9. Amendment; Waiver. Except as provided in Section 6, no modification, amendment, or cancellation or waiver of rights under this Agreement will be effective unless it is in a writing that is signed by both parties. No waiver of any breach of this Agreement will be construed as a waiver of any other rights under this Agreement.
- 10. Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement. The parties executed this Agreement as of the date below their respective signatures, below.

Community Medical Services

Date

Qualified Service Organization

Date



BUSINESS ASSOCIATE AGREEMENT

between

MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MEDICAL SERVICES DIVISION,
AS AMERICAN HEART ASSOCIATION COMMUNITY TRAINING CENTER

and

GREENFIELD FIRE DEPARTMENT,
AS AMERICAN HEART ASSOCIATION TRAINING SITE

This is an Agreement between Milwaukee County Office of Emergency Management Emergency Medical Services Division (OEM-EMS) Community Training Center ("CTC"), and Greenfield Fire Department ("TS"). The mutual purpose of CTC and TS will be to further goals and objectives of the American Heart Association (AHA) by providing training that follows guidelines established and approved by AHA for emergency cardiac care (ECC).

1. **CTC Obligations.**

- a. Adhere to current AHA guidelines and information.
- b. Provide administrative support for the development and operation of TS.
- c. Provide access to AHA instructor materials and course cards.
- d. Provide all records, reports, and training information as requested by AHA.
- e. Be a resource for current information on all AHA programs, science guidelines, policies, and procedures, with expertise in ECC program administration and education.
- f. Provide annual updates to instructors and instructor trainers.
- g. Provide forms, guidelines, and other required information so that TS can keep appropriate records.

2. **TS Obligations.**

- A. Designate a "Site Coordinator" as Training Center Faculty to oversee training operations and to ensure TS strictly adheres to all current rules and regulations of AHA and CTC. The Training Center Faculty will assist in monitoring instructors and assisting them with instructor renewal paperwork.
- B. TS is authorized to provide the following AHA programs (TS to check all that apply):
 - ☐ Basic Life Support (BLS)
 - ☐ Advanced Cardiovascular Life Support (ACLS)
 - ☐ Pediatric Advanced Life Support (PALS)

- C. Maintain a copy of all rosters for classes taught for a period of three (3) years.
- D. Create a ShopCPR account online with the AHA to purchase supplies.
- E. Send the original rosters to CTC within 14 days of course completion via the electronic AHA Roster Form (www.bit.ly/OEMAHArosters).
- F. Issue appropriate documentation to each student within 10 business days of course completion.
- G. Keep all exam materials, student records, and certification cards in a secure area with restricted access.
- H. Formally acknowledge that all fees do not represent revenue to AHA.
- I. Permit inspections of records, facilities, and equipment by CTC Staff to confirm Agreement compliance.
- J. Agree to the fee structure established between CTC and TS, which includes:
 - i. Advanced payment of CTC's annual administrative fee.
 - ii. Payment by invoice or cross charge for course cards or resources provided by CTC.
- K. Adhere to the 2020 AHA equipment/guideline requirements as outlined in the attached file (Appendix A.).

3. **Term of Agreement; Termination.** The term of this Agreement is for one (1) year from June 1st, 2021 and must be renewed annually. CTC reserves the right to terminate this Agreement at any time for no reason or any reason. Upon termination or non-renewal, all AHA materials shall be returned to CTC.

4. **Indemnification.** TS agrees to indemnify, defend, and hold harmless CTC, its elected officials, officers, employees, and agents, against any and all claims related to business practices, injuries or exposures, or the use of TS by any of the trainees or instructors and further agrees to indemnify CTC from any claim, liability, suit, cause of action or expense related to the use, by any of the trainees or instructors, of any methods or techniques learned from CTC.

5. **Independent Contractor.** Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between CTC and TS. In entering into this Agreement, and in acting in compliance herewith, TS is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

6. **Assignment Limitation.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations without the prior written consent of the other.

7. **Problem Resolution.** Failure to follow AHA guidelines or CTC policies may result in: (i) verbal communication to resolve issues; (ii) written warning with an action plan for improvement; (iii) termination of training site agreement; or (iv) un-alignment of CTC instructor status.

8. **County Rights of Access and Audit.** TS, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of TS, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as TS. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. TS

and any subcontractors understand and will abide by the requirements of Section [34.09](#) (Audit) and Section [34.095](#) (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

END OF TERMS - SIGNATURE PAGE FOLLOWS

CONTRACT FORM 1684											
Please upload the preliminary 1684 form to DocuSign for any contract resulting in revenue to the County. The County only expects to receive revenue under this contract. No encumbrance is required, so do not submit a final 1684 form to Accounts Payable.								CONTRACT TYPE			
								Revenue			
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Office of Emergency Management								480		4803	
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
Not needed						X		Not needed			
NAME OF OTHER PARTY						ADDRESS					
AHA Training Sites						Multiple Addresses					
TAX I.D. NO.		EFFECTIVE DATES:				LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT	
		begin date		end date		(IN MONTHS)		CHANGE		AMOUNT	
Not needed		01/01/21		12/31/21		12				\$ 300.00	
ACCOUNTING INFORMATION											
Year to be Earned	Line No	Fund	Agency	Org Unit	Activity	Function	Revenue Source	Job Number	Report Cat	Units	Amount to be Earned/ Amendment
2021		0001	480	4842			3599				\$ 300.00
PURPOSE OF CONTRACT											
This Service Agreement is between Milwaukee County Office of Emergency Management as the American Heart Association Training Center and those departments and individuals that wish to become or remain an American Heart Association Training Site.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
If YES, give County Board File No. _____ Date Approved _____ <input checked="" type="text"/> If NO, why is County Board approval not required? _____ Amount less than \$100,000 per Wis. Stats. 59.52(31)											
Was Contract fully executed prior to work being performed (all signatures received)? YES NO											
Is Vendor a certified professional service DBE? YES <input checked="" type="text"/> NO											
Jeff Matcha				03/01/21		EMS Education and QA Manager					
Prepared By				Date		Title					
Signature of County Administrator				Date		Title					

Fee Name	2021 Fee	Unit
ACLS Courses		
Advanced Cardiac Life Support - Initial Course	\$225.00	Per person
Advanced Cardiac Life Support (Skill testing only)*	\$100.00	Per person
Advanced Cardiac Life Support - Refresher Course	\$200.00	Per person

BLS Courses		
Basic Life Support (CPR) Health Care Provider	\$125.00	Per person
Basic Life Support (CPR) Health Care Provider (Skill testing only)*	\$75.00	Per person
Basic Life Support (CPR) in conjunction with ACLS	\$75.00	Per person

PALS Courses		
Pediatric Advanced Life Support - Refresher Course	\$200.00	Per person
Pediatric Advanced Life Support - (Skill testing only)*	\$100.00	Per person
Pediatric Advanced Life Support - Initial Course	\$225.00	Per person

Heartsaver Courses		
Heartsaver CPR/AED	\$100.00	Per person
Heartsaver First Aid, CPR/AED	\$100.00	Per person
Heartsaver First Aid	\$100.00	Per person

Certification Cards		
Heartsaver K-12 eCard	\$5.50	Per card
BLS Provider eCard	\$8.00	Per card
ACLS Provider eCard	\$8.00	Per card
PALS Provider eCard	\$8.00	Per card
BLS Instructor Card	\$8.00	Per card
ACLS Instructor eCard	\$8.00	Per card
PALS Instructor Card	\$8.00	Per card
Heartsaver CPR/AED eCard	\$25.00	Per card
Heartsaver First Aid eCard	\$25.00	Per card
Heartsaver First Aid CPR/AED eCard	\$25.00	Per card

Fee Name	2021 Fee	Unit
Administrative/Special Classes		
County HS CPR/AED FA Course	\$75.00	Per person
AHA Community Training Site annual agreement fee	\$300.00	Per site
OEM Instructor Fee for Non-OEM classes (excludes Milwaukee County FDs)	\$75.00	Per Hour

Instructor Courses		
Pediatric Advanced Life Support Instructor	\$500.00	Per person
Advanced Life Support Instructor	\$500.00	Per person
Basic Life Support (CPR) Instructor	\$300.00	Per person

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR _____

BY:  DATE: 5/6/2021

BY: _____ DATE: _____

NAME: Cassandra Libal

NAME: Daniel Weber

TITLE: Director

TITLE: _____

DEPARTMENT: Office of Emergency Management

TAXPAYER ID No.: _____

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY: Megan Rogers DATE: 5/8/2021

BY: Lamont Robinson DATE: 5/10/2021

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE
PER WISCONSIN STATUTES §59.255(2)(e):**

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY:  DATE: 5/11/2021

BY: David Farwell DATE: 5/7/2021

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

**APPROVED AS COMPLIANT UNDER
§59.42(2)(b)5, STATS.:**

BY:  DATE: 5/11/2021

BY: David Farwell DATE: 5/12/2021

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel

PACKETS FOR WEDNESDAY, 5 / 12 / 2021 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	4/30/2021	\$	548,828.35
AP CHECKS	5/7/2021	\$	69,817.22
AP CHECKS		\$	

WIRE TRANSFERS - APRIL 2021		\$	2,372,752.71
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P-CARDS - APRIL 2021		\$	246,907.91
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TOTAL \$			3,238,306.19
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CC: PAULA

CC; FINANCE FOLDER