



Common Council Chambers – City Hall Room 100
7325 W Forest Home Ave, Greenfield, Wisconsin

SPECIAL COMMON COUNCIL MEETING AGENDA

Tuesday, June 29, 2021 - 5:30 PM

- A. Call to Order & Roll Call
- B. Public Hearings
 - 1. Public Hearing on the discontinuance of S. 43 St. right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet. (PC-6/08/21 Kastner)
 - a. Approve a Resolution for the discontinuance of S. 43 St. right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet. (PC-6/08/21 Kastner)
- C. New Business
 - 1. Letter of resignation received from Jennifer Czaplewski on the Public Library Board. (Goergen)
 - 2. Letter of resignation received from Richard Mrochinski on the Board of Public Works. (Goergen)
 - 3. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Public Library Board for a term to expire 7/1/2022 (formerly Jennifer Czaplewski)
 - b. Council appointments:
 - i. One member to the Board of Public Works for a term to expire 5-1-2023 (formerly Richard Mrochinski)
 - 4. Discussion/decision regarding the reconsideration to approve House of Harley Freedom Music Series Outdoor Special Events, July 10th, 24th and 31st, 2021 to begin at 11:00am rather than 12:00pm. (Porter)
 - 5. Applications for original and renewal Operator licenses to expire 6/30/2022. (Goergen)
 - 6. Approve a Memorandum of Understanding between the City of Greenfield Police Department and the School District of Greenfield concerning the School Resource Officer (SRO) Program. (Johnson/Neitzke)
 - 7. Discussion and decision to award a contract for the project 1923 Ramsey Avenue Sanitary Sewer Relay to Willkomm Excavating, in the amount of \$ 132,510.00. (Katz)

8. Discussion/decision regarding agreement for roof and fascia replacement for Brooks Pavilion at Kulwicki Park (S.Jaquish)
 9. Approval request for Forensics Lab MOU (Lemmers)
- D. Old Business
1. Appointments to various committees and commissions:
 - a. Council appointments:
 - i. One member to the Board of Public Works for a term to expire 5/1/2022 (formerly Richard Kasza)
- E. 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.

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

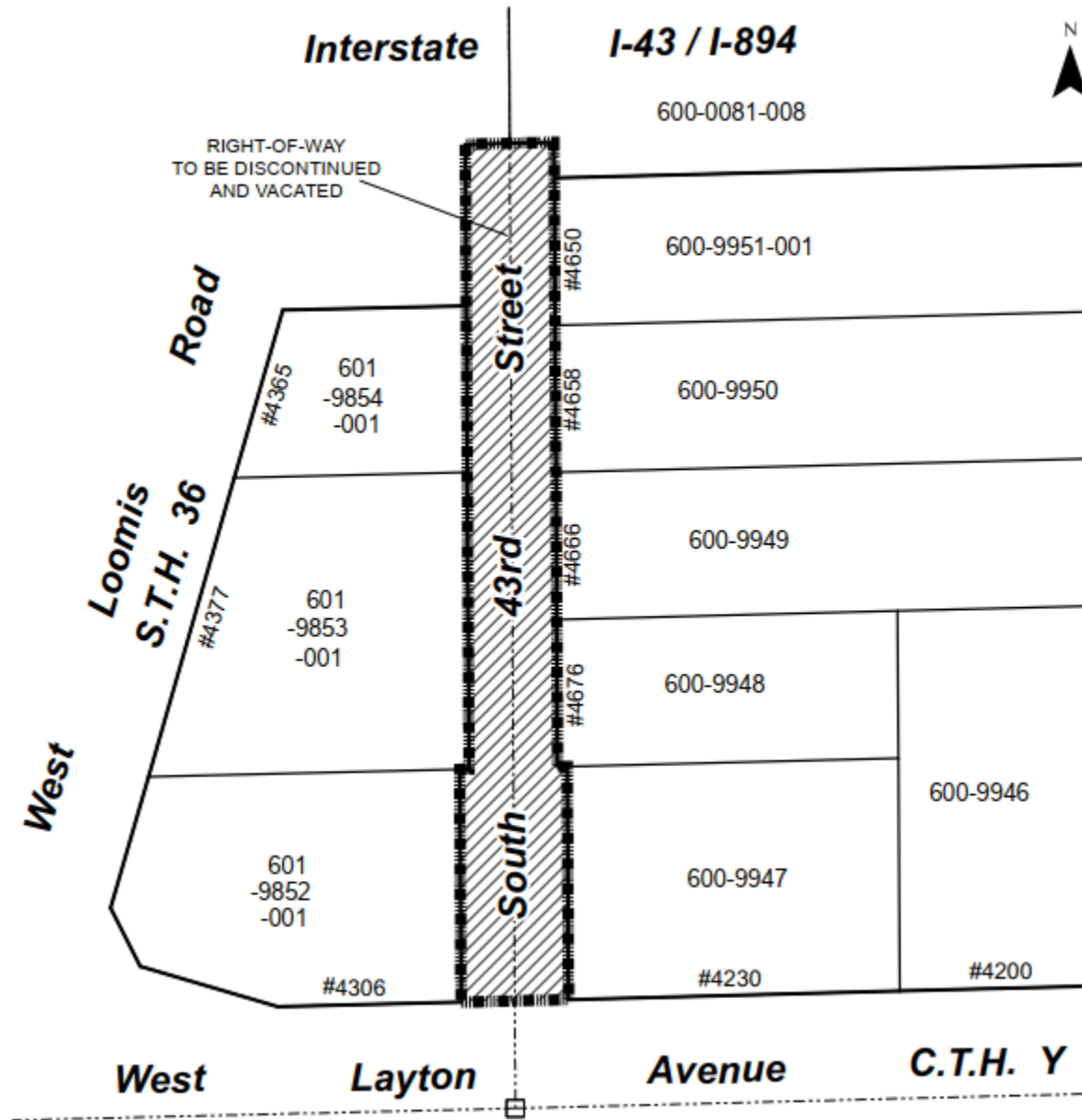
Exhibit A

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.

Map of Street Discontinuance:





Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 29, 2021

RELATING TO:

Discussion/decision regarding the reconsideration to approve House of Harley Freedom Music Series Outdoor Special Events, July 10th, 24th and 31st, 2021 to begin at 11:00am rather than 12:00pm.

SUMMARY:

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

These three (3) OSEs were approved by the Common Council on June 15, 2021. House of Harley is requesting consideration to begin the events one (1) hour earlier, at 11:00am. Live music would remain between the hours of 12:00pm and 5:00pm.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, July 10	11:00 a.m.	5:00 p.m.	5:00 p.m.
Saturday, July 24	11:00 a.m.	5:00 p.m.	5:00 p.m.
Saturday, July 31	11:00 a.m.	5:00 p.m.	5:00 p.m.

Live music 12:00 p.m. - 5:00 p.m. Event held on House of Harley premises.

Recommendation: Approve the reconsideration to approve House of Harley Freedom Music Series Outdoor Special Events, July 10th, 24th and 31st, 2021 to begin at 11:00am rather than 12:00pm and all applicable licenses/permits.

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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/28/2021

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Margaret Hope Salehzadeh	7971 S 6th ST Apt 242	Oak Creek, WI 53154
Mikayla Catherine Schwab	4460 S 47th ST	Greenfield, WI 53220
Morgan Ann Kruger	3009 S 44th ST	Milwaukee, WI 53219
Travis Clifford Steuber	6649 S Whitnall Edge RD	Franklin, WI 53132

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/28/2021

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Amanda Jo Schloemer	5612 W Lincoln AVE Lower	West Allis, WI 53219
Angelique Monique Tyborski	1028 Lemira CIR	Waukesha, WI 53188
April M Drankiewicz	4957 W Midland DR	Greenfield, WI 53219
Barbara Ann Rosewicz	4135 N 77th ST	Milwaukee, WI 53222
David Alexander Rewolinski	6308 W Leroy AVE	Greenfield, WI 53220
Delita Casila Owens	3720 S Rivershire DR #3	Greenfield, WI 53228
Joseph Weprinsky	7135 W Southridge DR 105	Greenfield, WI 53220
Kathleen Erin Miller	1437 Main ST	Union Grove, WI 53182
Matthew T Bird	S67W24325 Skyline Ave	Waukesha, WI 53189
Philip Destin Karnes	12170 W Colspring RD	Greenfield, WI 53228
Sarah Marie Finnessy	3900 E Holmes AVE	Cudahy, WI 53110
Virgil Ramon Herder	15915 W Riviera DR	New Berlin, WI 53151



Common Council Meeting

Item Number: 6

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 15, 2021

RELATING TO:

Discussion and decision to award a contract for the project 1923 Ramsey Avenue Sanitary Sewer Relay to Willkomm Excavating, in the amount of \$ 132,510.00.

SUMMARY:

On June 2, 2021, bids were opened for the project 1923 Ramsey Avenue Sanitary Sewer Relay. The results are as follows:

Contractor	Amount
Willkomm Excavating	\$ 132,510.00 (low bidder)
MJ Construction	\$ 140,693.25
Genesis Excavators	\$ 145,684.00
Wanasek Corp	\$ 155,826.00
Vinton Construction	\$ 169,974.50
Veit & Company	\$ 210,489.93
Mid City Corporation	\$ 227,675.00

FINANCIAL:

This project is fully funded by the sanitary sewer utility.

RECOMMENDATION:

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

**DIGITAL FORENSIC TASK FORCE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE (Name of Community)
AND
THE CITY OF GREENFIELD**

The (Name of the Community) and the City of Greenfield, and their respective police departments, enter into this Memorandum of Understanding ("MOU"), which becomes effective with the signatures of both parties and remains in effect until terminated hereunder.

I. PURPOSE/MISSION

In an increasingly digital world, the need for effective digital forensics and gathering of electronic evidence is of paramount importance. However, the costs associated with software/hardware licenses to digital forensic programs like Cellebrite Premium and GrayKey are largely unaffordable for small law enforcement agencies. The purpose of this MOU is to create one collective association or task force of law enforcement agencies ("Task Force") to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants (including funding, manpower and expertise) can be combined to effectively and efficiently make a significant impact on crimes involving electronic evidence. While the Greenfield Police Department ("GFPD") leads this innovative effort, GFPD believes that partnerships with other law enforcement agencies will result in more cost-effective access to the necessary tools necessary to provide a higher probability of obtaining the electronic evidence needed to fight crime. The (Name of Community) Police Department ("Agency") concurs with this assessment and desires to participate in the Task Force.

II. RESPONSIBILITIES

A. GFPD will:

1. Provide a digital forensic lab (Presently in Room A033, located on the lower level of the GFPD building).
2. Provide an RFID badge to Agency's personnel to provide 24/7 access to the forensic lab.
3. Provide and maintain software/hardware licenses for all resources based upon GFPD's forensic needs.
4. Provide training and resources for all personnel using the forensic lab.

B. Agency will:

1. Participate in the Task Force and timely pay the required dues as shown on the attached Exhibit A.

2. Agree to work together and co-operate in good faith with all members of the Task Force.
3. Provide the names and contact information of personnel requesting access to the forensic lab upon signing this MOU. A maximum of two personnel per outside agency will be allowed access.
4. Ensure that its personnel will visibly display the provided RFID badge while inside the GFPD building.
5. Ensure that its personnel will advise GFPD dispatchers upon arriving and leaving the forensic lab.
6. Immediately notify GFPD's point of contact of any issues with the forensic equipment or RFID badges.

III. POINTS OF CONTACT

GFPD's System Administrator/Forensic Analyst, Stephen Turnacliffe, shall serve as the primary point of contact.

IV. INDEMNIFICATION & LIABILITY

- A. All members of the Task Force are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each Task Force Member may be entitled under law, including all of the immunities, limitations, and defenses under Wis Stat. § 893.80, or any subsequent amendments thereof. Nothing contained within this agreement is intended to be a waiver or estoppel of any participating municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law
- B. Each Task Force member shall bear the risk of its own actions, as it does with its day-to-day operations.
- C. The employees of a Task Force member shall be covered by his or her employing agency for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 of the Wisconsin statutes.
- D. Task Force members shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Task Force.

- E. The obligations set forth in this Article IV shall survive the termination or expiration of this MOU.

V. OTHER PROVISIONS

- A. GFPD shall not provide storage for any devices under forensic investigation and/or any data retrieved from such devices. Agency shall maintain such devices and/or data at its own facility and consistent with its own policies.
- B. At all times and under all circumstances under this MOU, all personnel shall remain under the sole command of each agency's respective supervisors, and shall remain employees of their respective agencies.
- C. All agencies under this MOU shall operate within their own operating policy/procedure in respect to the usage of their equipment/software at their agency and shall be solely liable for all acts undertaken by their employees.
- D. This MOU shall be construed in accordance with the laws of the State of Wisconsin.
- E. The undersigned represent that they are empowered to undertake the covenants, promises, and agreements set forth herein, and that they are duly authorized to enter into this agreement on behalf of their respective entities.
- F. This MOU sets forth all of the covenants, provisions, agreements, conditions, and understandings between the agencies, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth.
- G. Any data observed/obtained from another sharing agency is deemed property of the providing or originating agency, therefore any other agency shall not disclose said data to any persons or entities.
- H. All requests for open records will be referred to the agency that owns the data.

VI. TERM & TERMINATION

The term of this MOU will become effective on the last date it is signed by the parties, for a term of one calendar year. It shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term. GFD may terminate this MOU at any time if licensing terms of any forensic tool utilized are changed such that the purpose of this MOU is frustrated.

VII. MODIFICATIONS:

The terms of this MOU may be amended upon mutual written consent of both the Greenfield Police Department and the (Name of Law Enforcement Agency).

GFPD

AGENCY

Michael Neitzke
Mayor

(Printed Name)
(Job Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

Jennifer Goergen
Clerk

(Printed Name)
(Job Title)

Jay Johnson
Chief of Police
Greenfield Police Department

(Printed Name)
Chief of Police
(Agency)

APPROVED AS TO FORM:

Brian C. Sajdak
City Attorney