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

COMMON COUNCIL MEETING AGENDA

Tuesday, July 20, 2021 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the June 15, 2021 Common Council minutes

E. Approval of the June 29, 2021 special Common Council minutes

F. Approval of the July 6, 2021 special Common Council minutes

G. Mayor's Report

H. Aldermanic Reports

I. Announcements

J. Citizen Commentary

K. Public Hearings

1. Public Hearing on the Ordinance to adopt a Land Use Map amendment to the City of Greenfield Comprehensive Plan for the property located at 6944 W. Forest Home Ave. from Neighborhood Business/Office to Single Family and an Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 6944 W. Forest Home Ave. from Neighborhood Business/Office to Single Family. (Tax Key No. 571-8977-001) (PC-5/11/21 Kastner)

    a. Approve the Ordinance to adopt a Land Use Map amendment to the City of Greenfield Comprehensive Plan for the property located at 6944 W. Forest Home Ave. from Neighborhood Business/Office to Single Family (Tax Key No. 571-8977-001) (PC-5/11/21 Kastner)

    b. Approve the Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 6944 W. Forest Home Ave. from Neighborhood Business/Office to Single Family. (Tax Key No. 571-8977-001) (PC-5/11/21 Kastner)

2. Public Hearing on a Special Use Permit for Danny's Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., submitted by Danny Diaz de Jesús, d/b/a Danny's Massage. (Tax Key No. 650-8998-009) (PC-6/8/21 Kastner)

    a. Approve a Resolution for a Special Use Permit for Danny's Massage, a proposed

massage therapy business, to be located at 5170 S. 76 St., submitted by Danny Diaz de Jesús, d/b/a Danny's Massage. (Tax Key No. 650-8998-009) (PC-6/8/21 Kastner)

b. Approve a Site Plan Review for Danny's Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., submitted by Danny Diaz de Jesús, d/b/a Danny's Massage. (Tax Key No. 650-8998-009) (PC-6/8/21 Kastner)

3. Public Hearing on an Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to All Other Amuse. & Rec. Ind.-Firearm Ranges being permitted as a Special Use in the C-4 Regional Business District and C-5 Freeway Business District and a Special Use Permit for Shoot Point Blank, a proposed firearm range and gun shop to be located at 10557 W. Layton Ave., submitted by Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy. (Tax Key No. 613-8996-018) (PC-6/8/21 Kastner)

a. Approve an Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to All Other Amuse. & Rec. Ind.-Firearm Ranges being permitted as a Special Use in the C-4 Regional Business District and C-5 Freeway Business District. (PC-6/8/21 Kastner)

b. Approve a Resolution for a Special Use Permit for Shoot Point Blank, a proposed firearm range and gun shop to be located at 10557 W. Layton Ave., submitted by Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy. (Tax Key No. 613-8996-018) (PC-6/8/21 Kastner)

c. Approve the Site, Landscaping and Architectural Plans for the new construction of Shoot Point Blank, a proposed firearm range and gun shop to be located at 10557 W. Layton Ave., submitted by Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy. (Tax Key No. 613-8996-018) (PC-6/8/21 Kastner)

L. Old Business

1. Appointments to various committees and commissions:

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

i. One member to the Board of Public Works for a term to expire 5/1/2022 (formerly Richard Kasza)

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

i. One member to the Board of Health for a term to expire 6/1/2022 (formerly Allen Owen)

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

i. One member to the Plan Commission for a term to expire 5/1/2023 (formerly Christine Hallen)

M. New Business

1. Letter of resignation received from Lew Silva on the Tree Commission

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 Lew Silva)

3. Amended Summons & Amended Complaint received from Atty. Erdmann of Erdmann Law

Offices on behalf of Laurence Sakar. (Goergen)

4. Application for a Temporary Class "B" Retailer's License (beer and wine) received from Greenfield Professional Fire Fighters Benevolence & Charities, 5330 W Layton Ave, for Toasting for Charity on 09/25/2021 from 6:00 - 11:00 pm. (Goergen)
5. Applications for original and renewal Operator licenses to expire 6/30/22. (Goergen)
6. Applications for Amusement licenses to expire July 31, 2022. (Goergen)
7. Classic Lanes Greenfield, Gina Daroszewski, Agent, requests an extension of the licensed premises of her Combination "Class B" Beer and Liquor License and Entertainment License to her patio "outdoor enclosed area on the southeast side with planters, approximately 882 sq. ft." at 5404 W. Layton Ave., Wednesday - Friday, 3PM-10PM, Saturday 11AM-10PM, Sunday 11AM-6PM, July 14 - October 3, 2021. (Goergen)
8. Approve an Outdoor Special Event application for the House of Harley Hometown Rally event, to be located at 6221 W. Layton Ave., August 31 - September 6, 2021. Application includes the following combination of licenses/permits: OSE, Temporary Class "B" Retailer's License (beer), Food, and Commercial building, electrical and plumbing. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
9. Approve an Outdoor Special Event application for the House of Harley Freedom Music Series event, to be located at 6221 W. Layton Ave., August 14, 2021. Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer), and Food. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
10. Approve an Outdoor Special Event application for the House of Harley Freedom Music Series event, to be located at 6221 W. Layton Ave., August 21, 2021. Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer), and Food. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
11. Approve an Outdoor Special Event application for the Ethan's Run Against Addiction event, to be located at Konkel Park at 5151 W. Layton Ave., August 7, 2021, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event, Parade (organized run/walk). (Porter)
12. Approve an Outdoor Special Event application for the CLG (Classic Lanes Greenfield) Fest event, to be located at 5404 W. Layton Ave., August 20-22, 2021. Application includes the following combination of licenses/permits: Outdoor Special Event, Extension of Premises, Food, and Commercial Building/Electrical/Plumbing. (Porter)
13. Community Health Internship Program (CHIP) Partnership Agreement between Wisconsin Area Health Education Centers (AHEC) and the Greenfield Health Department (4/28/21 F&HR S. Saryan)
14. Approve a Special Use Review and Site Plan Review for Storage Rentals of America, a proposed self-storage warehouse, to be located at 3645 W. Loomis Rd., submitted by Claudia Morais, d/b/a SROA 3645 W. Loomis WI, LLC. (Tax Key No. 575-8897-006) (PC-7/13/21 Kastner)

15. Approve Site, Landscaping and Architectural Plans for exterior façade improvements to the commercial building located at 4736 S. 76 St., submitted by Richard Pipek, d/b/a in. studio architecture, and Khal Aloul, d/b/a Blue Water Investment Group. (Tax Key No. 617-0084-000) (PC-7/13/21 Kastner)
16. Approve Architectural Plans for exterior façade improvements to Wendy's Restaurant, an existing restaurant located at 7707 W. Layton Ave., submitted by Michael Blaeser, d/b/a Blaeser Design and Construction, and Ted Owens, d/b/a BF Companies. (Tax Key No. 616-8998-000) (PC-7/13/21 Kastner)
17. Approve Site and Architectural Plans for Greenfield Veterinary Clinic, an existing business located at 5981 S 27 St., submitted by Emad Nadi, PE, d/b/a ETn Engineering and James P. Work, DVM and Parvin Work d/b/a Greenfield Veterinary Clinic. (Tax Key No. 691-9993-001) (PC-7/13/21 Kastner)
18. Approve Site, Landscaping and Architectural Plans for a proposed multi-family residential complex to be located at 4000 W. Layton Ave., 4050 W. Layton Ave., and 4220 W. Layton Ave., submitted by Jessica Timmer, d/b/a RINKA, Inc., and Scott Yauck, d/b/a Cobalt Partners, LLC. (Tax Key No. 600-9941-001) (PC-7/13/21 Kastner)
19. Approve award of contract to Lee Recreation, LLC for the Konkel Park South Playground Reconstruction Project. (Jaquish)
20. Discussion and decision to approve an ordinance to repeal and recreate Chapter 31 of the Greenfield Municipal Code relating to Construction Site Erosion and Sediment Control. (Katz)
21. Discussion and decision to approve an ordinance to repeal and recreate section 3.12(5)(b) of the Municipal code relating to erosion control permits. (Katz)
22. Discussion and decision to approve and agreement allowing a shed, landscaping, electrical wiring and related appurtenances to remain in the City right-of-way. (Katz)
23. Discussion and decision to sign an agreement with Milwaukee County for the Greenfield share of the cost to operate and maintain a traffic signal at the intersection of 35th Street and Layton Avenue. (Katz)
24. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking zone reserved for persons with disabilities at 3360 S. 46th St. (Katz)
25. Discussion and decision related to Memorandum of Understanding for a Subcontracting Agreement of the Dispensary of Tuberculosis Clinical Services of the Division of Public Health, Bureau of Communicable Diseases, between the Greenfield Health Department and the Wauwatosa Health Department (7/14/21 F&HR S. Saryan)
26. Approval of schedules of disbursements in the amount of $2,606,388.76 (7/14/21 F&HR S. Saryan)
27. Approval of mileage reimbursements in the amount of $724.97 (7/14/21 F&HR S. Saryan)
28. Investments and reinvestments for May 2021 (7/14/21 F&HR S. Saryan)
29. Accept May 2021 financial statements (7/14/21 F&HR S. Saryan)
30. Discussion and decision regarding increasing the Health Officer Director pay scale by $10,000 to the top step, effective July 5, 2021 and change Health Officer Director's pay to reflect top

step of the new pay scale effective July 5, 2021 (7/14/21 F&HR S. Saryan)

N. Items for future agenda

O. 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.

ORDINANCE NO. _____

Ordinance to adopt a Land Use Map amendment to the City of Greenfield Comprehensive Plan for the property located at 6944 W. Forest Home Ave. from Neighborhood Business/Office to Single Family. (Tax Key No. 571-8977-001)

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

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

WHEREAS, on May 11, 2021, the City of Greenfield Plan Commission by majority vote recommended that the Common Council approve an ordinance for the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan in compliance with the requirements of Sec. 66.1001(4)(b) of Wisconsin Statutes; and,

WHEREAS, the Common Council of the City of Greenfield conducted a public on July 20, 2021, upon a proposal to amend the Land Use Map to the City of Greenfield Comprehensive Plan; and,

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

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

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

PART I. The Greenfield Common Council, does by enactment of this ordinance, pursuant to Sec. 66.1001(4) of the Wisconsin Statutes, formally adopt the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan to redesignate the Future Land Use Map within the City's Comprehensive Plan (Chapter Three: Land Use) from Neighborhood Business/Office to Single Family (Tax Key No. 571-8977-001), Greenfield, Milwaukee County,

Wisconsin, (map attached as Exhibit A hereto and incorporated herein by reference) more particularly described as follows:

That part of the Northwest 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 that is 608.52 feet West of the East line and 1521.90 feet South of the North line of said ¼ Section; thence South, 144.97 feet to a point on the north line of West Forest Home Avenue; thence Southwesterly along the North line of West Forest Home Avenue, 93.69 feet to a point; thence North 206.34 feet to a point; thence Easterly 69.75 feet to the point of beginning.

Tax Key No. 571-8977-001

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

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

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

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

APPROVED:

_____

Michael J. Neitzke, Mayor

ATTEST:

_____

Jennifer Goergen, City Clerk

Cc: Engineering Division

Exhibit A: Parcel to be amended

Exhibit B: Existing Land Use Map

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ORDINANCE NO. ____

Ordinance to amend the official Greenfield Zoning Map by rezoning a portion of the property located at 6944 W. Forest Home Ave. from C-1 Neighborhood Commercial District to R-4A Single-Family and Two-Family Residential District. (Tax Key No. 571-8977-001)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing in the Common Council Chambers of City Hall at Greenfield, Wisconsin, on Tuesday, the 20th day of July 2021, at 7:00 p.m. or soon thereafter, upon a proposal to rezone the property located at 6944 W. Forest Home Ave. from C-1 Neighborhood Commercial District to R-4A Single-Family and Two-Family Residential District; and,

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

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

PART I. The Official Greenfield Zoning Map described in Section 21.04.0102 of the Municipal Code is hereby amended to provide that the following described land shall be and is hereby rezoned from C-1 Neighborhood Commercial District to R-4A Single-Family and Two-Family Residential District to-wit:

That part of the Northwest 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 that is 608.52 feet West of the East line and 1521.90 feet South of the North line of said ¼ Section; thence South, 144.97 feet to a point on the north line of West Forest Home Avenue; thence Southwesterly along the North line of West Forest Home Avenue, 93.69 feet to a point; thence North 206.34 feet to a point; thence Easterly 69.75 feet to the point of beginning.

Said land contains approximately 12,196.8 square feet, or 0.28 acres of land, more or less, and is located at:

6944 W. Forest Home Ave. (Tax Key No. 571-8977-001)

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 20th day of July, 2021.

APPROVED:

_____

Michael J. Neitzke, Mayor

ATTEST:

_____

Jennifer Goergen, City Clerk

Cc: Engineering Division

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RESOLUTION NO. ____

Special Use Permit for Danny's Massage, a proposed massage therapy business, to be located at 5170 S 76 St., submitted by Danny Diaz de Jesus, d/b/a Danny's Massage. (Tax Key No. 650-8998-009)

WHEREAS, Danny Diaz de Jesus, d/b/a Danny's Massage, 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 massage therapy business at 5170 S 76 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 15, 2021, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Danny Diaz de Jesus, d/b/a Danny's Massage, resides at 3766 E. Adams Ave., Cudahy, WI 53110.

2. The property owner, BR Of Wisconsin LLC, has offices at PO Box 13125, Milwaukee, WI 53213-0125.

3. Danny's Massage will occupy approximately 148 sq. ft. of the multi-tenant commercial building located at 5170 S 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 6117, being a part of the Southwest ¼ Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 650-8998-009

Said land being located at 5170 S 76 St.

4. The applicant is proposing to establish a massage therapy business within the existing multi-tenant commercial building.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Offices of All Other Misc. Health Practitioners (massage therapists) 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. 76 St. corridor that is developed for commercial uses. Properties to the north, south, east, and west are developed as commercial.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Danny Diaz de Jesus, d/b/a Danny's Massage, to establish a massage therapy business, to be located at 5170 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 June 8, 2021 and by the Common Council on July 20, 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 Danny's Massage will be 9:00am – 10:00pm, daily.

4. Off-Street Parking. The proposed massage therapy business tenant spaces requires three (3) off-street parking spaces. Remaining tenant spaces require 101 off-street parking spaces for a total of 104 off-street parking stalls required for the entire building under the category of "Beauty Parlors, Salons, or Barber Shops." Forty-seven (47) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.

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

6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light splay. Rope/LED trim lighting is not permitted.

9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.

10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.

11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.

12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.

13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

_____
Danny Diaz de Jesus, d/b/a Danny's Massage

_____
Brian Riordan , BR Of Wisconsin 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

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ORDINANCE NO. _____

ORDINANCE TO AMEND SECTION 21.04.0603 OF THE MUNICIPAL CODE PERTAINING TO ALL OTHER AMUSE. & REC. IND.-FIREARM RANGES BEING PERMITTED AS A SPECIAL USE IN THE C-4 REGIONAL BUSINESS DISTRICT AND C-5 FREEWAY BUSINESS DISTRICT.

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

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

* * *

Table 21.04.0603
PERMITTED AND SPECIAL USES IN THE
NONRESIDENTIAL ZONING DISTRICTS

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS12	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
713	Amusement/Gambling/Recreation Industries																	
713990	All Other Amuse. & Rec. Ind. (Shooting clubs, recreational only)				S	S			S									

* * *

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 20th day of July, 2021.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

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RESOLUTION NO. ____

Special Use Permit for Shoot Point Blank, a proposed firearm range and gun shop, to be located at 10557 W. Layton Ave., submitted by Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy. (Tax Key No. 613-8996-018)

WHEREAS, Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy, 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 firearm range and gun shop at 10557 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on July 20, 2021, at 7:00 p.m. or soon thereafter, 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, Brad Copp, d/b/a ComptonAddy, has offices at 3805 Edwards Road, Suite 390, Cincinnati, OH 45209

2. Development Management Group, LLC, 4209 Gallatin Pike, Nashville, TN 37216, will be purchasing the property.

3. Shoot Point Blank will occupy approximately 10,550 sq. ft. of the commercial building to be constructed at 10557 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 7670, being a part of the Northwest ¼ Section 29, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 613-8996-018

Said land being located at 10557 W. Layton Ave.

4 The applicant is proposing to establish a firearm range and gun shop within the new construction.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits All Other Amuse. & Rec. Ind.-Shooting clubs, recreational as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the W. Layton Ave. corridor that is developed for mixed uses. Properties to the north and west are developed as commercial. Properties to the east are developed as office. Properties to the south are developed as right of way.

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 Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy, to establish a firearm range and gun shop, to be located at 10557 W. Layton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on June 8, 2021 and by the Common Council on July 20, 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 Shoot Point Blank will be 10:00 AM to 9:00 PM, Monday thru Friday; 8:00 AM to 9:00 PM on Saturdays; and 10:00 AM to 8:00 PM on Sundays.

4. Off-Street Parking. The proposed firearm range and gun shop tenant spaces requires ninety-three (93) off-street parking spaces. Fifty-eight (58) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.

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

6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light splay. Rope/LED trim lighting is not permitted.

9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.

10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.

11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.

12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.

13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

_____
Ken Knuckles, d/b/a Development Management Group, LLC, and Brad Copp, d/b/a ComptonAddy

_____
Brad Copp, d/b/a ComptonAddy

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

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Arjinder Kaur	2429 W Carpenter AVE	Milwaukee, WI 53221
Aurora C Nuno Becerra	2413 W Pierce ST	Milwaukee, WI 53204
Blake Spencer Seyferth	4360 W Tesch AVE	Greenfield, WI 53220
Debrita Katrina Ali-Carr	2834 E Allerton AVE	St Francis, WI 53235
Erica Jasmin Ramirez	4246 S 60th ST Apt #220	Milwaukee, WI 53220
Hector Alvarez	5564 S Buckhorn AVE	Cudahy, WI 53110
Jaclyn Ann Gatzke	3176 S 106th ST	West Allis, WI 53227
Jeffrey Thomas Linehan	8605 W Lawrence AVE	Milwaukee, WI 53225
Jessica Ann Reyes	3906 E Barnard AVE	Cudahy, WI 53110
Jessica Brown	4619 S Howell AVE #2	Milwaukee, WI 53207
Jon P Mankowski	5917 W Edgeton AVE	Greenfield, WI 53220
Jordan Scott Crowe	3530 Wood RD	Racine, WI 53406
Kelly Elizabeth Molina	7396 W Pineberry Ridge	Franklin, WI 53132
Linda Ann Ricker	565 W Riverwood DR #306	Oak Creek, WI 53154
Marie Roche Carnaroli	2345 S 64th ST	Milwaukee, WI 53219
Melissa Marie Narancich	2113 S Clubhouse DR	New Berlin, WI 53151
Michael Edward Kellar	1546 S 94th PL	Milwaukee, WI 53214
Nicole Marie Bettinger	17718 W Rogers DR	New Berlin, WI 53146
Paris LaDawn Boyd	2101 Kensington DR Apt 16	Waukesha, WI 53188
Philip Haven Kelley	7971 S 6th ST Apt. 201	Oak Creek, WI 53154
Phillip John Geil	5240 W Midland DR Apt 24	Greenfield, WI 53220
Richard Paul Villanueva	6556 S 35 ST #208	Franklin, WI 53132
Robin Barkley	38535 39th ST	Greenfield, WI 53221
Ronald Edward Braun	4395 S 76th ST	Milwaukee, WI 53220
Sunil Kumar Sharma	8624 S Roxbury WAY	Oak Creek, WI 53154
Taketia Crawford-Solomon	3819 N 70th ST	Milwaukee, WI 53216
Tiffany Nichole Rice	20177 W Main ST B	Lannon, WI 53046
William Ian Protine	9350 80th ST 101	Pleasant Prairie, WI 53158

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

AMUSEMENT license -tags and distributor

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Mitchell Novelty Co.	Mitchell Novelty Co.	Ralph Fleege, Agent	3506 W National AVE
Premise Description: DISTRIBUTOR HOLDS 6 TAGS			
	Riley's Amusement LLC	Riley Barry Placke, Agent	7900 Stone Creek Way
Premise Description: DISTRIBUTOR HOLDS 5 TAGS			
Wisconsin P&P Amusement	Wisconsin P&P Amusement	Michael Louis Weigel, Agent	12565 W Lisbon RD
Premise Description: DISTRIBUTOR HOLDS 34 TAGS			

AMUSEMENT LICENSE - TAGS ONLY

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Romine's High Pockets Inc	Romine's High Pockets	Terry Romine Jr, Agent	6125 S 27th ST

Grand Total Licenses: 4

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 20, 2021

RELATING TO:

Outdoor Special Event application for the Harley Hometown Rally event, to be located at 6221 W. Layton Ave., August 31 – September 6, 2021.

SUMMARY:

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

All various dept. review/approval has occurred.

Event Date	Start Time	Beer Finish	End Time
Tuesday, 8/31	9:00 a.m.	9:00 p.m.	9:00 p.m.
Wednesday, 9/1	9:00 a.m.	9:00 p.m.	9:00 p.m.
Thursday, 9/2	9:00 a.m.	9:00 p.m.	9:00 p.m.
Friday, 9/3	9:00 a.m.	9:00 p.m.	9:00 p.m.
Saturday, 9/4	9:00 a.m.	9:00 p.m.	9:00 p.m.
Sunday, 9/5	9:00 a.m.	9:00 p.m.	9:00 p.m.
Monday, 9/6	9:00 a.m.	5:00 p.m.	5:00 p.m.

Street closure: Tuesday, August 31, 5:00am – Tuesday, September 7, 5:00am
Set-up: Tuesday, August 31, 8am
Breakdown (parking lot): Monday, September 6, 99m

Motorcycle demonstrations daily.

Live music/bands daily, ending at 9:00pm. Event held on House of Harley premises and on W. Layton Ave.

Recommendation: Approve the Outdoor Special Event application for the Harley Hometown Rally event, to be located at 6221 W. Layton Ave., August 31 – September 6, 2021 and all applicable licenses/permits.

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

MOTION ___ **OTHER** _**X**_ Harley Hometown Rally OSE application

Rev 10/17/

Event Name: 2021 Milwaukee "Hometown Rally"

City of Greenfield
Outdoor Special Event Application

Return to: Neighborhood Services – Community Development
7325 W. Forest Home Avenue – Rm. 203
Greenfield, WI 53220

Phone: (414) 329-5341
Fax: (414) 543-9615
Email: andrew.stern@greenfieldwi.us

For Outdoor Special Events where licenses and/or permits are required in accordance with City of Greenfield Code 13.06, this application, any applicable payment, and any necessary attachments must be **submitted to the Department of Neighborhood Services**.

Application Deadline	Event Type
45 days Prior to the Event	Anticipated attendance is 200 people or less, and/or requires closing a minor neighborhood street.
90 days Prior to the Event	Anticipated attendance is over 200 people, and/or requires closure of a minor street with simple traffic control or traffic detour, and/or requires closure of a major roadway, intersection or network of streets

Event Type	Fee
Events of less than 200 attendance	$50.00
Event of greater than 200 attendance, or which require street closure and traffic plan, or are held on public streets/sidewalks/right-of-ways requiring road closures	$100.00
Event held in City Parks or City facilities: Yes No	Contact Park & Recreation (414) 329-5370

Index	Event Categories
P 2-3	Applicant and Event Information and Event Set-up
P 3	Alcohol / Operator's License
P 4	Temporary Entertainment / Vendors / Parade / Food
P 4-6	Emergency Planning – Police / Fire / DPW [[Info. regarding: Attendance / Public Safety Plan / Amplified Sound / Street Usage / Traffic Control / Inclement Weather / Security / Parking / Trash / Communication's. *(contact respective Departmental representative per below)*
P 6-7	Fireworks - Tents – Bleachers – Stages *(contact Community Development Manager per below)*
P 7-8	Power – Portable Restrooms & Lavatories – ADA Requirements, Insurance *(contact Community Development Manager per below)*
P 8	Signatures – Certification & Release – Listing of Applicable License & Permit Forms
Separate attachment	Fee Schedule

City Department Contact Information				OFFICE USE ONLY	
Department	Contact	Phone	Email	Submittal Approved	Date
Police	Sean Licht	761-5338	sean.licht@gfpd.org	☐	
Fire	George Weber	545-7946	george.weber@gffd.us	☐	
City Clerk	Any Staff	329-5219	clerkdept@greenfieldwi.us	☐	
Health Department	Kendall Wyss	329-5267	kendall.wyss@greenfieldwi.us	☐	
Public Works	John Laskoski	761-5374	john.laskoski@greenfieldwi.us	☐	
Community Development	Andrew Stern	329-5341	andrew.stern@greenfieldwi.us	☐	

Applicant Information

Full Legal Name of Sponsoring/Producing Organization: One Headlight Powersports LLC	Is the organization a non-profit organization? ☐ Yes ☒ No If yes, provide designation _____ *(Proof of certificate required)*
Street Address: 6221 W. Layton Ave	
City, State, Zip Greenfield, WI 53220	
Billing Address: (If different from above)	
City, State, Zip	

Applicant Contact:		**Secondary Contact:**	
Name: Tiffany Earley		Name: Mark McClain	
Title: Marketing & Events Coordinator		Title: Marketing Director	
Phone: (414) 897-2705	On-site Cell:	Phone: (414) 988-7042	On-site Cell:
Email: tiffany@houseofharley.com		Email: markm@houseofharley.com	

Organization/Event Website: http://www.

Event Information

Event Name: Hometown Rally

Event Location: House of Harley-Davidson

Total Expected Daily Attendance: Please include participants and spectators in the total.

☐ 0 – 200 ☐ 200 – 500 ☐ 500 – 1,000 ☒ 1,000+

Event Dates(s)	Setup Time	Start Time	End Time	Breakdown Time
August 31, 2021	8:00am	9:00am	9pm	9pm
September 1, 2021	8:00am	9:00am	9:00pm	9pm
Sep. 2, 2021	8:00 am	9:00 am	9:00pm	9pm
Sep. 3, 2021	8:00 am	9:00 am	9:00pm	9pm
September 4, 2021	8:00am	9:00 am	9:00pm	9pm

+additional dates

Rain Date Plan:

Rain or Shine Event

Type of Event: Check all that apply.

- ☐ Athletic / Sporting Event or Contest
- ☐ Bicycle Race / Ride
- ☐ Carnival
- ☐ Car Show
- ☐ Ceremony
- ☐ Charity Event
- ☐ Circus
- ☐ Concert / Performance
- ☐ Exhibition
- ☐ Festival / Fair
- ☐ Parade / Procession (Parade Permit Required)
- ☐ Play / Show
- ☒ Rally
- ☐ Recreational Event
- ☐ Run Walk
- ☐ Triathlon / Marathon
- ☐ Other _____

CONTINUED ON NEXT PAGE

Applicant Information

Full Legal Name of Sponsoring/Producing Organization: One Headlight Powersports	Is the organization a non-profit organization? ☐ Yes ☐ No If yes, provide designation _____ *(Proof of certificate required)*
Street Address:	
City, State, Zip	
Billing Address: (If different from above)	
City, State, Zip	

Applicant Contact:		**Secondary Contact:**	
Name:		Name:	
Title:		Title:	
Phone:	On-site Cell:	Phone:	On-site Cell:
Email:		Email:	

Organization/Event Website: http://www.

Event Information

Event Name: Hometown Rally

Event Location: House of Harley-Davidson

Total Expected Daily Attendance: Please include participants and spectators in the total.

☐ 0 – 200 ☐ 200 – 500 ☐ 500 – 1,000 ☐ 1,000+

Event Dates(s)	Setup Time	Start Time	End Time	Breakdown Time
September 5, 2021	8:00am	9:00am	9:00pm	9:00 pm
September 6, 2021	8:00am	9:9m	9:00pm	9:00 pm

Rain Date Plan:

Type of Event: Check all that apply.

- ☐ Athletic / Sporting Event or Contest
- ☐ Bicycle Race / Ride
- ☐ Carnival
- ☐ Car Show
- ☐ Ceremony
- ☐ Charity Event
- ☐ Circus
- ☐ Concert / Performance
- ☐ Exhibition
- ☐ Festival / Fair
- ☐ Parade / Procession (Parade Permit Required)
- ☐ Play / Show
- ☒ Rally
- ☐ Recreational Event
- ☐ Run Walk
- ☐ Triathlon / Marathon
- ☐ Other _____

CONTINUED ON NEXT PAGE

Event Admission or Entry Fee Information

Will there be event admission, parking or entry fee? ☐ Yes ☒ No
Please describe:

Event Map & Set-up Information

A site map is required. Attach a legible drawing outlining your event plan/route on an 8.5" x 11" piece of paper. Include all equipment set up and measurements. If alcohol service area is part of your layout, attach an additional map that depicts fencing, area dimensions, entrances, exits, and maximum intended capacities. Include as applicable street names, fencing, barriers, barricades, 20' fire lane, fire extinguishers, staging, bleachers, cooking tents, sponsor tents, general assembly tents, cooking areas, generators, vehicles, first aid facilities, portable restrooms, routes with directional arrows, start and finish lines, a directional north arrow, etc.

Alcohol – City Clerk (Temporary Class "B"/"Class B" Retailer's License) Fee: $10/day

Will alcohol be served: ☒ Yes ☐ No

Does the licensee/establishment have a beer and/or liquor license issued for the current license period: ☐ Yes ☒ No

- If you answered yes, that you have a current beer and/or liquor license, then it is not necessary to complete a Temporary Class "B"/"Class B" Retailer's License application; however, the attached *Application to Extend Licensed Premises* must be completed, as well as the remainder of this section pertaining to alcohol.
- If you answered no, that you do not have a current beer and/or liquor license, then a Temporary Class "B"/"Class B" Retailer's License application must be completed (attached), as well as the remainder of this section.

An Operator's/Bartender License is also required, as explained in the following section below.

Is a non-profit organization providing the alcohol services? ☒ Yes ☐ No

If yes, name of non-profit organization: Harley Owners Group — MKE

If no, indicate name of the entity/business/provider:

* **Alcohol sales/service dates and times.** List the dates and times of alcohol sales/service. A separate application must be filed for non-consecutive days and/or separate events.

Date: August 31st 2021	Start Time: 9:00am	Finish Time: 9:00pm
Date: September 1st 2021	Start Time: 9:00am	Finish Time: 9:00 am
Date: Sep. 2nd 2021	Start Time: 9:00 am	Finish Time: 9:00 am
Date: Sep. 3rd 2021	Start Time: 9:00am	Finish Time: 9:00am

Operator's (Bartender) License

Fees: Temporary-$10 / Original-$50 plus $10 for background check fee.

Any person 18 or older who is serving or selling alcohol beverages in a licensed establishment must obtain an operator's (bartender) license, unless the person is under the "immediate supervision" of another licensed operator. With regard to "immediate supervision" it is not enough for the person supervising merely to be on the premises—the licensee must be able to see at all times the activities of those persons serving alcohol beverages. Wis. Stats. 125.

Select the type of license(s) you are applying for, and complete the corresponding license application(s) enclosed:

☐ Temporary operator's license – Issued to persons employed by or donating their services to nonprofit corporations. A person is limited to two such licenses in a year. The license is valid for any period from one to 14 days.

☒ Original operator's license – Issued to the applicant for one year and valid in the municipality where issued.

Contact Tiffany Earley

additional dates on next page

Event Admission or Entry Fee Information

Will there be event admission, parking or entry fee? ☐ Yes ☐ No
Please describe:

Event Map & Set-up Information

A site map is required. Attach a legible drawing outlining your event plan/route on an 8.5" x 11" piece of paper. Include all equipment set up and measurements. If alcohol service area is part of your layout, attach an additional map that depicts fencing, area dimensions, entrances, exits, and maximum intended capacities. Include as applicable street names, fencing, barriers, barricades, 20' fire lane, fire extinguishers, staging, bleachers, cooking tents, sponsor tents, general assembly tents, cooking areas, generators, vehicles, first aid facilities, portable restrooms, routes with directional arrows, start and finish lines, a directional north arrow, etc.

Alcohol – City Clerk (Temporary Class "B"/"Class B" Retailer's License) Fee: $10/day

Will alcohol be served: ☐ Yes ☐ No

Does the licensee/establishment have a beer and/or liquor license issued for the current license period: ☐ Yes ☐ No

- If you answered yes, that you have a current beer and/or liquor license, then it is not necessary to complete a Temporary Class "B"/"Class B" Retailer's License application; however, the attached *Application to Extend Licensed Premises* must be completed, as well as the remainder of this section pertaining to alcohol.
- If you answered no, that you do not have a current beer and/or liquor license, then a Temporary Class "B"/"Class B" Retailer's License application must be completed (attached), as well as the remainder of this section.

An Operator's/Bartender License is also required, as explained in the following section below.

Is a non-profit organization providing the alcohol services? ☐ Yes ☐ No

If yes, name of non-profit organization:

If no, indicate name of the entity/business/provider:

Alcohol sales/service dates and times. List the dates and times of alcohol sales/service. A separate application must be filed for non-consecutive days and/or separate events.

Date: September 4th 2021	Start Time: 9:00am	Finish Time: 9:00pm
Date: September 5th 2021	Start Time: 9:00am	Finish Time: 9:00pm
Date: September 6th 2021	Start Time: 9:00am	Finish Time: 9:00pm
Date:	Start Time:	Finish Time:

Operator's (Bartender) License

Fees: Temporary-$10 / Original-$50 plus $10 for background check fee.

Any person 18 or older who is serving or selling alcohol beverages in a licensed establishment must obtain an operator's (bartender) license, unless the person is under the "immediate supervision" of another licensed operator. With regard to "immediate supervision" it is not enough for the person supervising merely to be on the premises—the licensee must be able to see at all times the activities of those persons serving alcohol beverages. Wis. Stats. 125.

Select the type of license(s) you are applying for, and complete the corresponding license application(s) enclosed:

☐ Temporary operator's license – Issued to persons employed by or donating their services to nonprofit corporations. A person is limited to two such licenses in a year. The license is valid for any period from one to 14 days.

☒ Original operator's license – Issued to the applicant for one year and valid in the municipality where issued.

* Contact Tiffany Earley *

Temporary Entertainment – City Clerk and Health Department — No Fee

Will there be entertainment: ☒ Yes ☐ No

No license or fee is required for temporary entertainment associated with your outdoor special event. However, a certificate of insurance is required per 13.07(4)(c), Greenfield Municipal Code, for certain types of entertainment as indicated with an asterisk.*

Advance permission from the Health Department is required for events involving animals.

Type of Entertainment: Check all that apply.

- ☐ Animals (Health Department)
- ☐ Athletic Sporting Event or Contest
- ☐ Carnival / Rides & Amusements*
- ☒ Car Show* motorcycles on display?
- ☐ Circus*
- ☒ Concert / DJ / Live Music
- ☐ Dance
- ☒ Exhibition*
- ☐ Inflatables*
- ☐ Performance
- ☒ Play / Show
- ☐ Speech / Presentation
- ☒ Recreational Activities
- ☒ Other: live demos of motorcycles

List the date(s), and start and end times for each type of entertainment:

Ent. Type	Date	Start	End
Sound show	9/1	5pm	9pm
concert	9/2	12pm	9pm
Concerts	9/3	12pm	9pm
Concerts	9/4	12pm	9pm
concerts	9/5	12pm	9pm
Concerts	9/6	12pm	5pm

Provide a detailed description of the entertainment to be provided:

live music on stage, product demos including motorcyles, stunt shows, motorcyles on display

Vendors selling goods or services – City Clerk — No Fee

Will there be vendors selling goods and/or services: ☒ Yes ☐ No

If you answered yes:

1. Your temporary vendors are limited to temporary sales during your outdoor special event.
2. Vendors must meet WI Seller's Permit requirements. Contact the WI Dept. of Revenue at 608-266-2776 and ask for a business specialist to determine if a permit is required. Or check online at www.revenue.wi.gov, search WI Seller's Permit, choose DOR Event Sellers.
3. Event organizers are responsible for gathering their vendors' information and submitting an S-240 report form to the WI Department of Revenue. Visit www.revenue.wi.gov, search S-240.

Vendors for Food & Beverages – Health Department — Fee: Varies

Will there be vendors preparing and/or selling food? ☒ Yes ☐ No

If yes, please list vendors. Each vendor must contact the Health Department and complete the Application for Temporary Food and Drink Establishments (see attached). Vendors will pay a separate inspection fee to the Health Department with this Application. Vendors: SAZ's

Parade – Police Department — Fee: $25

Will there be a parade: ☐ Yes ☐ No

If you answered yes, a Parade License application must be completed (attached).

Any parade, march, ceremony, show, exhibition, pageant, motorcade, or procession of any kind, or similar display in or upon any street, sidewalk, or other public place in the City requires a parade license.

Emergency Planning - Police and Fire Department

Total Expected Daily Attendance: Please include participants and spectators in the total.

☐ 0 – 200 ☐ 200 – 500 ☐ 500 – 1,000 ☒ 1,000+

For Events with attendance under 500 people, please answer the following questions:

How will event attendees safely exit the event site? *(Example: open gates, openings in fence, or event has no perimeter barriers)*

How will emergency vehicles enter and exit the event site? *(Describe appropriate route into the event site)*

What employees must remain on-site to operate critical equipment before evacuating? *(Example: cooking staff, fireworks staff)*

What procedures will be done to assist with the rescue of persons unable to use the general means of egress? *(Example: event staff will assist, event security will assist, dedicated volunteers will assist)*

How will event attendees be notified to relocate or evacuate? *(Example: stage announcements, word of mouth, announcements utilizing amplified sound)*

How will the Fire Department or designated emergency response organization be alerted? *(Example: call 911 from cell phone, radios, public safety personnel is on-site)*

Provide a list of fire hazards associated with the event. *(Example cooking, fuel, fireworks,)*

Events with attendance over 500 people require a *written* Public Safety and Inclement Weather Emergency Plan.

Police, Fire, and Private Security may be required. Provide a Public Safety Plan as a separate attachment. Describe in detail, a plan that will address items including, emergency vehicle ingress and egress, fire protection, emergency medical services, public assembly areas, the directing of both attendees and vehicles (including the parking of vehicles), and the need for the presence of law enforcement, Fire and EMS personnel at the event.

In the event of Inclement Weather Emergencies in the area of the event (Example Severe Thunderstorm Warning, Tornado Warning or other Hazardous Weather Warning) any outdoor event must activate an emergency plan. This plan must clearly identify person(s) and contact information for event staff that will be on-site and is authorized to make command decisions related to emergencies. The event must always have a person on-site who can make command decisions about the delay, postponement or cancelation of the event.

If you need assistance with the plan, please contact the Police and Fire Departments.

Security Planning for Events Serving Alcohol – Police Department

Events serving alcohol require a written Security Plan.

Provide as a separate attachment a detailed Security Plan describing how you will be providing security, including the number of personnel, shift times, where they will be located, and the name and contact information for the company or individual responsible during the event.

Street Use and Traffic Control - Police Department and Public Works

Events with attendance over 500 people, or any event impacting streets require a *written* Traffic Control Plan.
Provide as a separate attachment a detailed description of your street use. List days, hours, street names, etc. However, if closures vary by date/time & location, describe in detail. *(See Event Map and Set-Up above for map requirements)*

Barricades, barrels, cones, signs, and message boards, may be required by Public Works as part of the Traffic Control Plan. Required materials are at the expense of the applicant and are not included in any Permit Fees. Special events may require the use of police officers for crowd and/or traffic control.

Do you plan to use street parking? ☒ Yes ☐ No

Does your event affect any MCTS bus routes? ☒ Yes
Applicant must notify MCTS of bus routes that may be affected by your event. Include route locations on your site map.

Parking and Transportation - Police Department and Public Works

How will people get to / from your event?
☒ Personal Vehicles
☐ Shuttle
☐ Other: _____

Where will event attendees park?
☒ On site paved lot
☐ Lawn
☒ Private Property *(Proof of written permission from property owner Required)*
☒ Other: Street parking requested

Is on-site parking coordination required? ☒ Yes ☐ No
If so, who will be directing parking? a hired employee of House of Harley

Trash & Recycling - Public Works

Applicant shall remove all litter caused by the event. The City of Greenfield encourages vendors and organizers for festivals, special events, and official gatherings to provide recycling containers at events.

Will you be managing your own waste and recycling? ☒ Yes ☐ No
Will you be hiring an outside vendor? ☐ Yes ☒ No
If Yes, indicate name of the vendor:

Communication Plan – Police Department

Events with attendance over 500 people, or any event impacting streets require a written Communication Plan.
Applicant is responsible for coordinating all neighborhood communications efforts to include residents, civic associations, and businesses affected by the event. Plan may include mailed or hand delivered flyers, signage, and email. Please describe your Communication Plan.

Amplified Sound – Police Department

Will there be amplified sound? ☒ Yes ☐ No
If yes, what times are you requesting amplified sound and for what types of activities?: Concerts

Date: 9/1/2021	Start Time: 11:00am	Finish Time: 9pm
Date: 9/2/2021	Start Time: 11:00am	Finish Time: 9:00pm
Date: 9/3/2021	Start Time: 11:00am	Finish Time 9pm

Fireworks

Will there be fireworks: ☐ Yes ☒ No
See sections 10.03 and 10.04 of the Greenfield Municipal Code.

Tents/Bleachers/Stages – Inspection Services

Will there be tents: ☒ Yes ☐ No

A Commercial Building Permit will need to be applied for (for tents, bleachers or stages) at least 40 days in advance of the event and approved by the Building Inspector. Permit submittal will need to include information about the wind-load capabilities and fire-proofing certification from the tent manufacturer. Also required will be information about when the tent(s)/bleacher(s)/stage(s) are to be erected on-site and then when it is to be removed from the site. Specific and related plan must be provided under Event Set-up.

All tents must be fire retardant (NFPA 701) designated by the flame resistance label on the tent fabric or a certificate from the manufacturer. If a tent is used for food preparation, effective screening is required. In addition, food grade hoses with back flow preventers (which require a plumbing permit) and fire extinguishers are required.

Tent/Bleacher/Stage Provider:

tent will already be set up for previous outdoor events

Provider Contact:	Tent/Bleacher/Stage Installer:
Address:	Installer Contact:
City, State, Zip:	Address:
Phone:	City, State, Zip:
	Phone: / Email:

Power – Inspection Services

Will there be temporary power: ☒ Yes ☐ No

Events with temporary electrical require a Power Plan.

Provide as a separate attachment a detailed Power Plan describing how you will be providing power. Specific and related plan must be provided under Event Set-up. An Electrical Permit will need to be applied for at least 40 days in advance of the event and approved by the Electrical Inspector.

Portable Rest Rooms and Hand Washing – Inspection Services

Will there be portable rest rooms and hand washing: ☒ Yes ☐ No

Applicant is required to provide portable restrooms and hand washing if sufficient public facilities are not available. State Plumbing Code requires the following:

- Female: 1 restroom ('water closet') per 40 persons for the first 1,520 in attendance, and 1 per 60 persons for the remainder exceeding 1,520.
- Male: 1 restroom ('water closet') per 75 persons for the first 1,500 and 1 per 120 persons for the remainder exceeding 1,500.
- Hand washing ('sink'): Female = 1 per 150 persons; and Male = 1 per 200 persons.
- 10% should be ADA accessible.

Number of non-ADA portable restrooms: 30-40	Provider: Porta-a-John	
Number of ADA accessible portable restrooms: Ø	Provider Contact: Kevin	
Number of portable hand washing sinks: 1 per restroom	Address: N117 W19172 Fulton Dr.	
Frequency of servicing by Contractor/Provider: daily	City, State, Zip: Germantown, WI 53022	
Other restrooms available for use: yes-in store	Phone: 262.253.1400	Email: paj1400@yahoo.com

Temporary Signs/Banners – Inspection Services

Will there be temporary signs/banners: ☒ Yes ☐ No

Events with temporary signs/banners require Sign Permits.

All temporary signs/banners require a Sign Permit to be submitted to the Community Development Division for review and approval. Sign Permit fees will be determined at the time of application. A Sign Permit can be found on the Inspections Services page of www.greenfieldwi.us.

Insurance

Is the event being held on public property: Yes ☒ No

If your event is held on public property, proof of insurance is required.

If your special event is held on public property, applicant shall at its own cost and expense pay all required premiums and fees required to furnish the City with an insurance policy or policies for property damage and bodily injury consistent with Municipal Code requirements. The applicant shall have attached a Certificate of Insurance of public liability insurance in the amounts of $100,000/$300,000/$10,000 with an endorsement to the effect that the City shall be indemnified and held harmless from any and all claims, damages or judgments, arising from the granting of the permit or the operation of the Outdoor Special Event. Additionally, if alcohol is to be served, host liquor coverage will be required. Failure to provide a Certificate of Insurance to the City, may result in the cancelation of the Outdoor Special Event. Please fax or email your proof of insurance to the Community Development Division per the contact information on page 1 of this form. The Community Development Division will forward a copy of the same to the City Clerk to fulfill insurance requirements necessary prior to the issuance of certain licenses per the Greenfield Municipal Code.

SIGNATURE, CERTIFICATION & RELEASE

I certify that I am an authorized representative of the applicant, and the information that I have provided on this application and any attachments is true and accurate to the best of my knowledge. If this application is submitted electronically, I will submit any necessary attachments electronically or by hardcopy to the Community Development Manager using the Contact information on page 1 of this form. If the event plans change, I will submit a revised application or additional information accordingly.

Applicant shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, its officers, agents, employees, and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly arising out of or in connection with the permitted activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of Applicant or its officers, agents, and employees, including Applicant invitees.

I acknowledge that all information contained in this application is subject to public disclosure and that the City has the right to cancel any event when it is necessary to protect the health and safety of the general public.

Printed Name of Person Signing on Behalf of Applicant: Tiffany Farley

Signature: _____ Date: 4/30/2021

All documents received by the City of Greenfield are public documents and subject to public disclosure in accordance with the Wisconsin Freedom of Information Act.

Outdoor Special Event - License Fee Schedule Calculator

Event Name: 2021 Hometown Rally

Note: In cases where one Outdoor Special Event applicant is applying for several licenses that require a background check, that same applicant need only pay for the background check fee once, which will cover the requirement for all licenses applied for in this application. **This Fee Schedule Calculator, along with the Outdoor Special Event Application must be submitted to the Department of Neighborhood Services.**

Page	License Type	Fee	# of days	# of licenses/ permits	# of Licenses/ Permits	Total
1	Event type < 200 attendance	$ 50.00				$ -
1	Event type > 200 attendance, or street closure/traffic plan, or held in public right-of-way	$ 100.00		1		$ 100.00
3	Alcohol-Temporary Class "B"/"Class" B Retailer's License	$ 10.00	7			$ 70.00
3	Temporary Operator (Bartender) License	$ 10.00				$ -
3	Background Check Fee for Temp. Operator License	$ 10.00				$ -
3	Original Operator (Bartender) License	$ 50.00				$ -
3	Background Check Fee for Original Operator License	$ 10.00				$ -
4	Parade License	$ 25.00				$
7	Building Permit (i.e. tent, stage, bleachers, restrooms)	$ 60.00		1		$ 60.00
7	Electrical Permit (i.e. temporary electrical power)	$ 60.00		1		$ 60.00
7	Plumbing Permit (i.e. food grade hose)	$ 60.00		1		$ 60.00
8	Temporary Sign Permit	$ 60.00				$ -
	Total due:					$ 350.00

Account Allocation	Amount
City Clerk	$ -
Community Development/Inspection Services	$ -
Police Department	$ -
Health Department - Contact the Health Department directly to obtain related permit fees; these fees must be paid separately.	
Total	$ 350.00

Z:\Planning\OSE\Permit fee schedule revised 3-4-20.xlsx

House of Harley-Davidson 2021 Hometown Rally

Communications Plan

House of Harley-Davidson has requested permission to close down Layton Ave from 60th-64th Street for the 2021 Hometown Rally. The street is proposed to be closed August 31-September 7, 2021 and while it is closed the House of Harley plans to execute this Communications Plan.

The House of Harley-Davidson will communicate with all effected neighbors about the extra motorcycle traffic that they might see during the 7 day Harley-Davidson Weekend Rally Event. With the House of Harley-Davidson's request to close down four blocks of Layton Ave from 60th-64th Street the House of Harley will restrict any event traffic, outside of emergency vehicles and tow trucks, from the neighborhood across from the House of Harley-Davidson with access points at 62nd Street and Armour Avenue. The House of Harley-Davidson will provide a timeline of events to the neighbors along with parking passes for residents/guests and two beverages coupons per household encouraging them to come join in on the fun! This communication will be done by hand delivered letter one month prior to the set event.

The House of Harley-Davidson is always available at 414-282-2211 to answer any event related questions or concerns that the residents in the surrounding neighborhood might have.

House of Harley-Davidson 2021 Hometown Rally

Traffic Control Plan

House of Harley-Davidson has requested permission to close down Layton Ave from 60th-64th Street for the 2021 Hometown Rally. The street is proposed to be closed August 31-September 7, 2021 and while it is closed the House of Harley plans to execute this Traffic Control Plan.

The House of Harley has hired Barricade Flasher to provide the attached DOT approved Detour Map and appropriate signage and barricades to accomplish this task. The House of Harley will be utilizing the entire north side of Layton Ave from 60th-64th Street for Motorcycle parking. House of Harley has also submitted a request and received approval to use Greenfield High School's parking lot during those times for Car and Bike overflow parking. House of Harley will secure a team of parking attendants to direct traffic either into House of Harley-Davidson's designated space on Layton Ave or to the overflow lot. There will be open street parking on Layton Ave from 65th Street continuing west and from 60th continuing east, on either sides of Layton Avenue during event hours. These open street parking options will follow all normal traffic laws including keeping proper clearance of MCTS bus routes, fire hydrants etc.

House of Harley-Davidson 2021 Hometown Rally

Public Safety and Inclement Weather Emergency Plan

House of Harley-Davidson has requested permission to close down Layton Ave from 60th-64th Street for the 2021 Hometown Rally. The street is proposed to be closed August 31-September 7, 2021 and while it is closed the House of Harley plans to execute this Public Safety and Inclement Weather Emergency Plan.

Emergency access to the venue can be accessed from 60th and Armour Ave, left on 62nd street, across Layton Ave to the House of Harley-Davidson driveways. All walkways of the events will be at least 20' in width in case an emergency vehicle needs to utilize them. Fire extinguishers will be in working order and stored behind each bar. The House of Harley-Davidson will work with Greenfield Fire Department for to staff a first aid tent on the grounds in case of minor medical emergencies. There will be a 24 hour hired security team onsite and Greenfield Police Department and Greenfield Fire Department will be provided an Event radio with direct access to the House of Harley-Davidson venue.

In the event of Inclement Weather the dealership will be open an accessible for all attendees. This emergency plan will be communicated via the event sound system and the store phones to alert customers of the weather and the action plan. The Event Staff or Store Managers will be the point of contact to activate this communication.

House of Harley-Davidson 2021 Hometown Rally

Security Plan

House of Harley-Davidson has requested permission to close down Layton Ave from 60th-64th Street for the 2021 Hometown Rally. The street is proposed to be closed August 31-September 7, 2021 and while it is closed the House of Harley plans to execute this Security Plan.

The House of Harley-Davidson will hire a professional security team, Great Lakes Security that will have direct communication with the Greenfield Police Department. This team will be a team of no less than five during all hours of the scheduled event. This security team will have people stationed at the three main access points of the dealership, around the bar area, and at 60th and Layton Ave. Tiffany Earley is the individual responsible during the event and Great Lakes Security reports to her during the event. Great Lakes Security Team has run security for the previous Anniversary event in 2018 and for all of House of Harley-Davidson Rallies from then until now. This security team has also worked with Greenfield PD and Public Safety officers in the past and have a great working relationship.

The House of Harley-Davidson will schedule Armored Trucks for evening money pickups from the back courtyard lot of the House of Harley-Davidson.

7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219
Fax: (414) 541-0591

CITY OF Greenfield WISCONSIN

APPLICATION TO EXTEND LICENSED PREMISES

This is a request to extend licensed premises for:
- [x] Entertainment License
- [x] Class "B" Beer
- [ ] "Class B" Beer and Liquor
- [ ] Class "B" Beer & "Class C" Wine

Legal name of business: One Headlight Powersports LLC

Trade name of business: House of Harley-Davidson Agent: Jeff Binkert

Name of Event: Milwaukee "Hometown Rally" Event Address: 6221 W. Layton ave

Event Date	Event Starting Time	Event Ending Time	Entertainment Starting Time	Entertainment Ending Time	Alcohol Sales/Consumption Starting Time	Alcohol Sales/Consumption Ending Time
8.31.2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm
9.1.2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm
9.2.2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm
9.3.2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm
9.4.2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm

List types of entertainment: Concert live music, demos, + additional dates on next page →

Location of entertainment: 6221 W Layton Ave
House of Harley-Davidson

Location of alcohol sales/consumption: 6221 W Layton Ave (entire property +)

Describe how the extended premises will be contained, such as whether it will be within a roped off or fenced in area:

signs, roping, barriers

Attach a map or drawing to show where the event is taking place, and include the location of alcohol sales/service/consumption, entertainment, speakers, fenced or roped areas, tents, etc.

Tiffany Earley — Printed Name
4.30.2021 — Date
(414) 897-2705 — Phone
Signature
tiffany@gmail.com — Email

Provide contact person's name, phone # and email, if different than above

7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
Telephone: (414) 329-5219
Fax: (414) 541-0591

APPLICATION TO EXTEND LICENSED PREMISES

This is a request to extend licensed premises for:

- ☐ Entertainment License
- ☐ "Class B" Beer and Liquor
- ☐ Class "B" Beer
- ☐ Class "B" Beer & "Class C" Wine

Legal name of business:_____

Trade name of business:_____ Agent:_____

Name of Event:_____ Event Address:_____

Event Date	Event Starting Time	Event Ending Time	Entertainment Starting Time	Entertainment Ending Time	Alcohol Sales/Consumption Starting Time	Alcohol Sales/Consumption Ending Time
9-5-2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm
9-6-2021	9:00am	9:00pm	12:00pm	9:00pm	9:00am	9:00pm

List types of entertainment:_____

Location of entertainment:_____

Location of alcohol sales/consumption:_____

Describe how the extended premises will be contained, such as whether it will be within a roped off or fenced in area:

Attach a map or drawing to show where the event is taking place, and include the location of alcohol sales/service/consumption, entertainment, speakers, fenced or roped areas, tents, etc.

Printed Name _____ Date _____ Phone _____

Signature _____ Email _____

Provide contact person's name, phone # and email, if different than above_____

Save Print Clear

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

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

FEE $ 70.00 ($10 per day) Application Date: 4.30.2021

☐ Town ☐ Village ☒ City of Greenfield County of Milwaukee

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

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

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

at the premises described below during a special event beginning 8.31.2021 and ending 9.7.2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9am – 9pm

1. Organization *(check appropriate box)* →

☒ Bona fide Club ☐ Church ☐ Lodge/Society

☐ Veteran's Organization ☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Harley Owners Group • Milwaukee Chapter

(b) Address 6221 W Layton Ave Greenfield, WI 53220
(Street) ☐ Town ☐ Village ☐ City

(c) Date organized

(d) If corporation, give date of incorporation 3.27.1984

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

(f) Names and addresses of all officers:

President Jerry Degroot 3377 S. 65th Street Milwaukee, WI 53210

Vice President Kevin Carpenter 4423 S. Taylor Ave Mke WI 53207

Secretary Terry Warren 605 A corner crossing Waterford, WI 53185

Treasurer Mark McClain 441 E. Erie St #602 Milwaukee WI 53220

(g) Name and address of manager or person in charge of affair:

Jeff Binkert – 6221 W Layton Ave Greenfield, WI 53220

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

(a) Street number 6221 W Layton Ave Greenfield, WI 53220

(b) Lot Block

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

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

3. Name of Event Type of Event: Rally

(a) List name of the event Hometown Rally

(b) Dates of event 8.31.2021 – 9.7.2021

(c) Indoor or outdoor event: indoor/outdoor

DECLARATION

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

Officer *(Signature / Date)* Harley Owners Group – MKE *(Name of Organization)*

Date Filed with Clerk Date Reported to Council or Board

Date Granted by Council License No.

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

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

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

1. Select from one of the following:

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

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

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

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

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

   ☐ No

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

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

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

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

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

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

☐ Yes NA

☐ No

Sample Premise Descriptions for Combination Beer/Wine Applications:

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

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

Harley Owners Group – Milwaukee Chapter
(Above, print name of the organization)

Signature of applicant

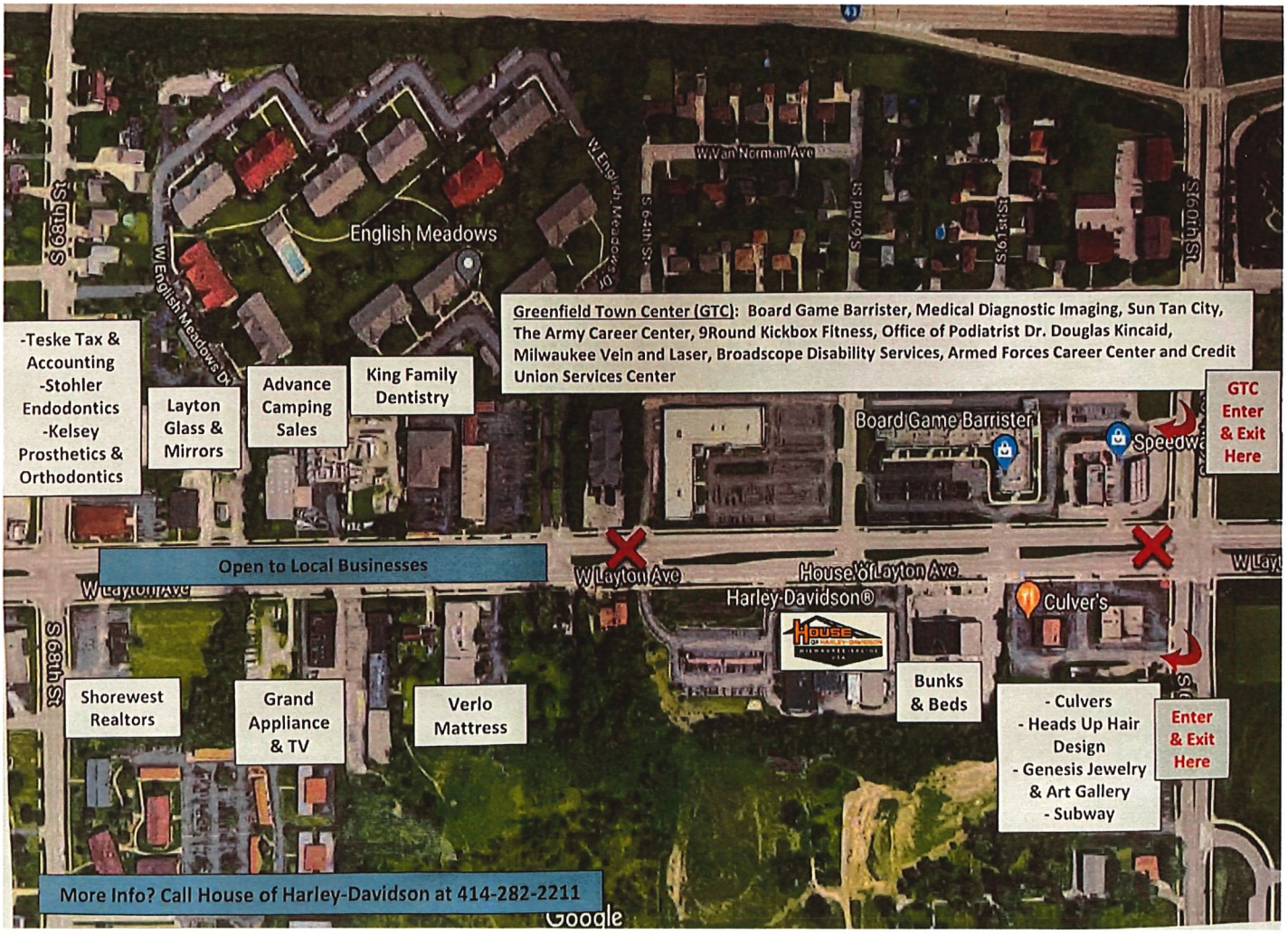
Jerry DeGroot
Print name of applicant

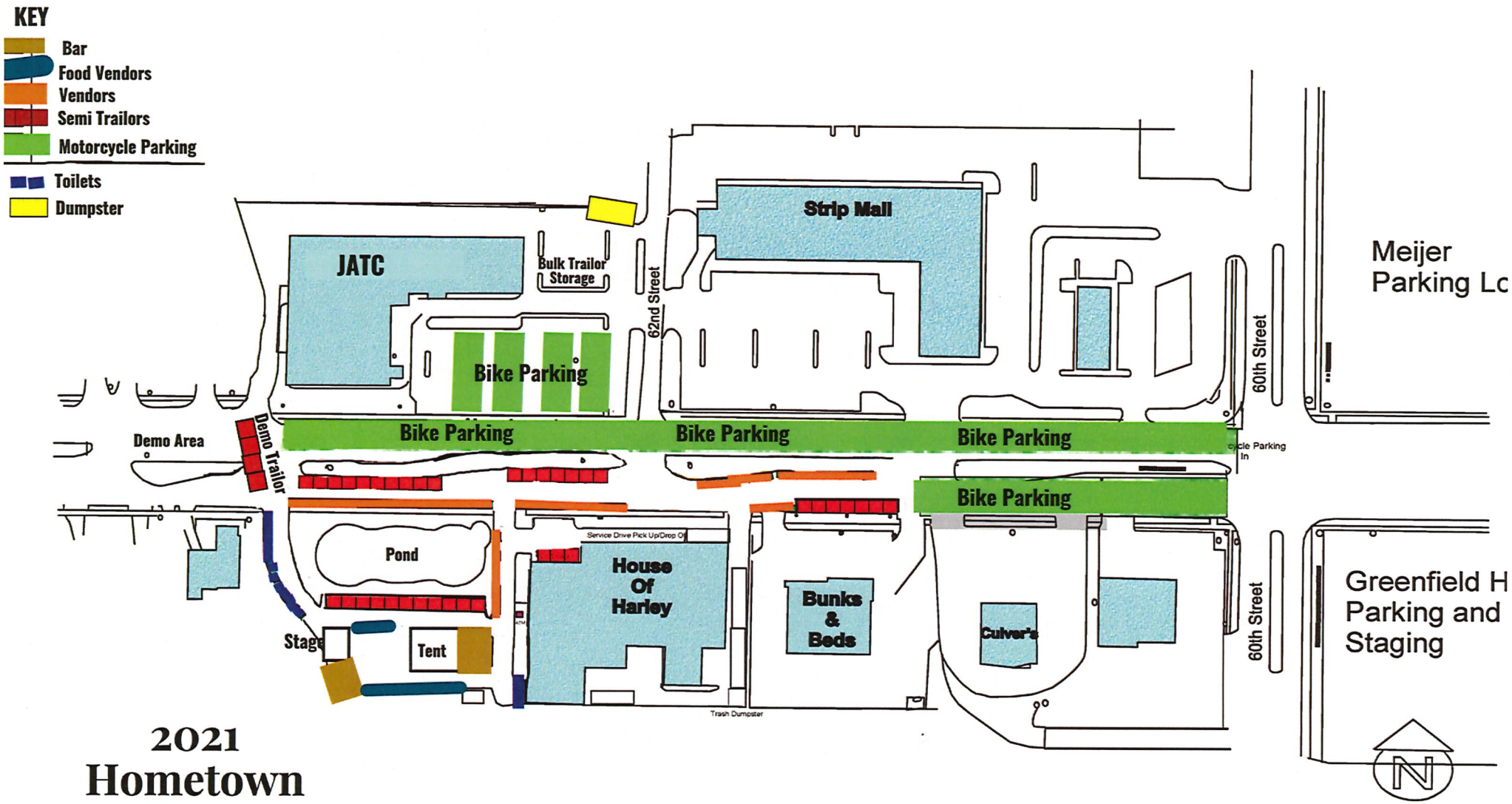
4/30/2021
Date

Z:\License\Temporary Class B Retailer instructions 10-17-19.docx

HOUSE OF HARLEY-DAVIDSON

The House of Harley-Davidson 6221 W Layton Ave Greenfield WI 53220 respectfully requests the Greenfield Common Council to review this permit application for the full road closure of Layton Ave from the intersection at 60th and Layton to the 6400 block of Layton Ave (see attached layout diagram.) The request before the Council is for the Annual Hometown Rally Weekend taking place Tuesday August 31st though Monday September 6th 2021. The time frame outlined here allows for all safety barricades, signage and infrastructure to be set-up and tear down to take place. The dates requested are beginning 5:00am Tuesday August 31st, 2021 through 5:00am Tuesday September 7th, 2021. This is the initial request for the Common Council to the pass along to Milwaukee County DPW for their approval





2021 Hometown Rally Map

Presented by: House of Harley-Davidson

(Layton Avenue Map)

RECEIVED

MAY 07 2021

INSPECTION SERVICES
Greenfield

Instructions:	Outdoor Special Event Building/Plumbing/Electrical Inspection Application
1) Type or print a separate form for each location. 2)Return hard copies to: Greenfield Inspection Services, 7325 W. Forest Home Ave Greenfield, WI 53220-3356	**Office Use Only** Application No._____ Tax Key No. _____ Date_____

CITY OF Greenfield WISCONSIN

EVENT NAME	EVENT DATE
2021 Hometown Rally	8.31.2021-9.7.2021

EVENT ADDRESS (exact street address including ZIP code)
6221 W Layton Ave 53220

APPLICANT/CONTACT NAME	PHONE	EMAIL
Tiffany Earley	(414) 897-2705	tiffany@houseofhaley.com

WILL THIS EVENT HAVE:		YES	NO	PLEASE PROVIDE DETAILS ON ALL "YES" ANSWERS
Plumbing:	Food and/or beverage vendors utilizing a water supply?	○	☒	
	Portable restrooms, mobile showers, or other prefabricated plumbing systems served by water?	○	☒	
	Hose connections of any kind?	☒	○	
	Public or private hydrant connections?	○	☒	
Building:	A tent or canopy?	☒	○	
	A stage?	☒	○	
Electrical:	A power or an electrical connection of any kind?	☒	○	

For each catagory you answered "yes" to above, an inspection will be required.

Electrical Conditions:

1. Extension cords, cord sets, and associated equipment must comply with OSHA assured equipment grounding conductor program. (See page 2)
2. All portable generators must be grounded and guarded appropriately.
3. All GFCI receptacles or GFCI circuit breakers used during event must be tested prior to use.
4. All metal tent posts for tents using electricity for cooking/food prep, storage, or serving/warming must be bonded to the power distribution grid grounding conductor per NEC 525.30.
5. All metal fences, barriers, or structures and/or metal tent posts or equipment in/around tent an individual can come into contact with shall be bonded.

Building Conditions:

See page 3.

Plumbing Conditions:

See page 3.

NOTE: A SIGN PERMIT IS REQUIRED FOR TEMPORARY SIGNS AND/OR SIGNAGE MODIFICATIONS

FEES:			
	Plumbing Inspection	$60.00	60.00
	Electrical Inspection	$60.00	60.00
	Building Inspection	$60.00	60.00

TOTAL FEES _____

Payment can be made by cash, check or credit or debit card. If paying by credit or debit card, a 2.5% processing fee will be added to the total permit fee.

APPLICANT SIGNATURE

DATE 4/30/2021

Office Use Only
INITIAL INSPECTION APPOINTMENT:
DATE_____ TIME_____

INITIAL AND DATE TO SIGN OFF UPON FINAL INSPECTION:
ELECTRICAL_____
PLUMBING_____
BUILDING_____

For Inspections, call Inspection Services at 414-329-5330
Occupancy Inspection appointment is made after all building, plumbing & electrical work, if applicable, is completed

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 20, 2021

RELATING TO:

Outdoor Special Event application for the House of Harley Freedom Music Series event, to be located at 6221 W. Layton Ave., August 14, 2021.

SUMMARY:

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

All various dept. review/approval has occurred.

Event Date	Start Time	Beer Finish	End Time
Saturday, August 14	11:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 8/14, 9:00am
Breakdown: Saturday, 8/14, 5:00pm

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

Recommendation: Approve the Outdoor Special Event application for the House of Harley Freedom Music Series event, to be located at 6221 W. Layton Ave., August 14, 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: July 20, 2021

RELATING TO:

Outdoor Special Event application for the House of Harley Freedom Music Series event, to be located at 6221 W. Layton Ave., August 21, 2021.

SUMMARY:

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

All various dept. review/approval has occurred.

Event Date	Start Time	Beer Finish	End Time
Saturday, August 21	11:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 8/21, 9:00am
Breakdown: Saturday, 8/21, 5:00pm

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

Recommendation: Approve the Outdoor Special Event application for the House of Harley Freedom Music Series event, to be located at 6221 W. Layton Ave., August 21, 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: July 20, 2021

RELATING TO:

Outdoor Special Event application for the Ethan's Run Against Addiction event, to be located at Konkel Park at 5151 W. Layton Ave., August 7, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Parade (organized run/walk).

All various dept. review/approval has occurred.

Event Date	Start Time	End Time
Saturday, 8/7	8:00 a.m.	10:00a.m.

Set-up: Saturday, 8/7, 6:00am
Breakdown: Saturday, 8/7, 11:00am

DJ for announcements7am – 10am, live music 8am – 10am. Event held at Konkel Park.

Athletic run/walk throughout a portion of the City. See attached map.

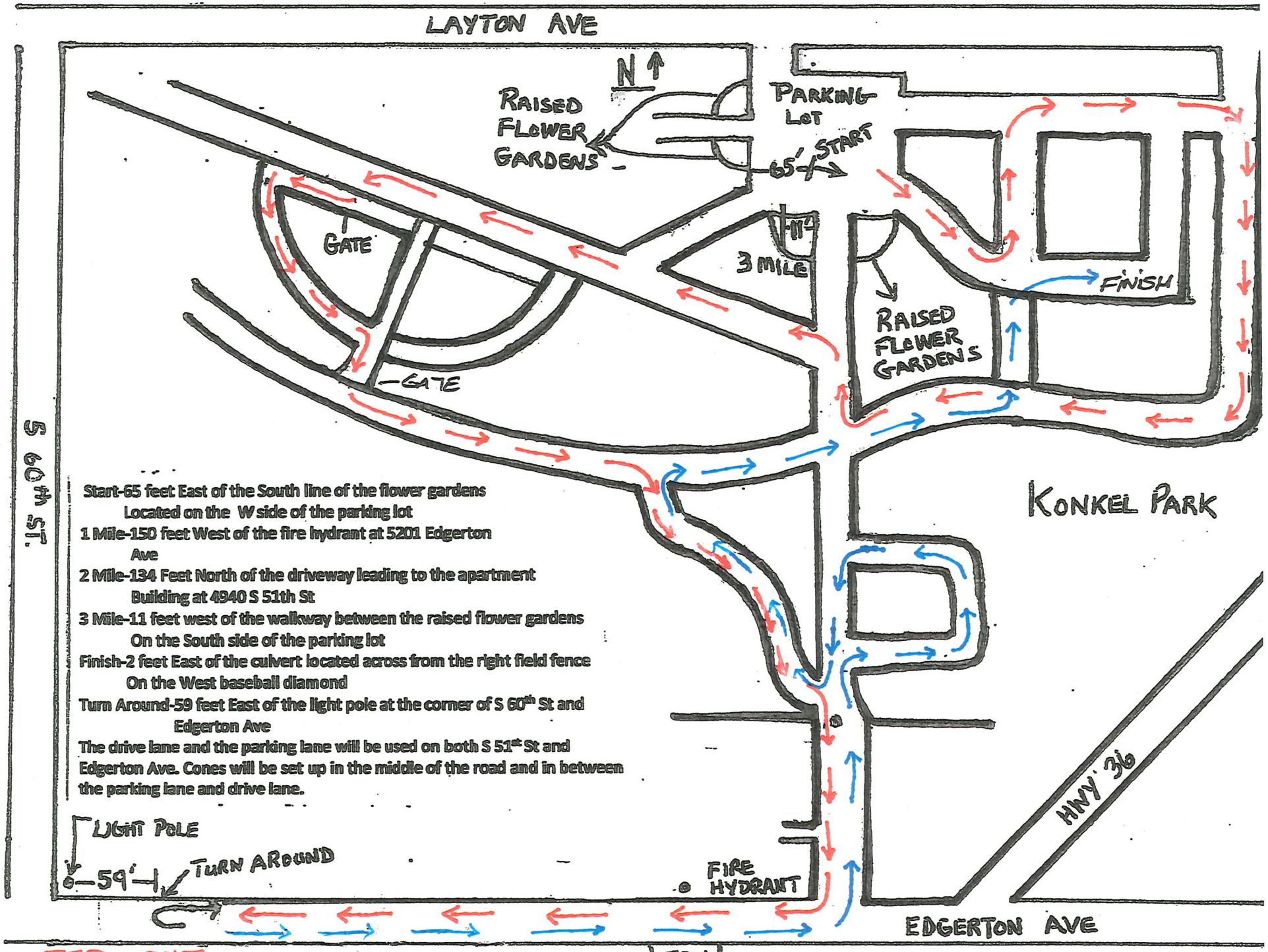
Applicant requesting to waive all license/permit fees.

Recommendation: Approve the Outdoor Special Event application for the Ethan's Run Against Addiction event, to be located at Konkel Park at 5151 W. Layton Ave., August 7, 2021 and all applicable licenses/permits, and waive any applicable fees.

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

MOTION ___ **OTHER** _X_ Ethan's Run Against Addiction event map

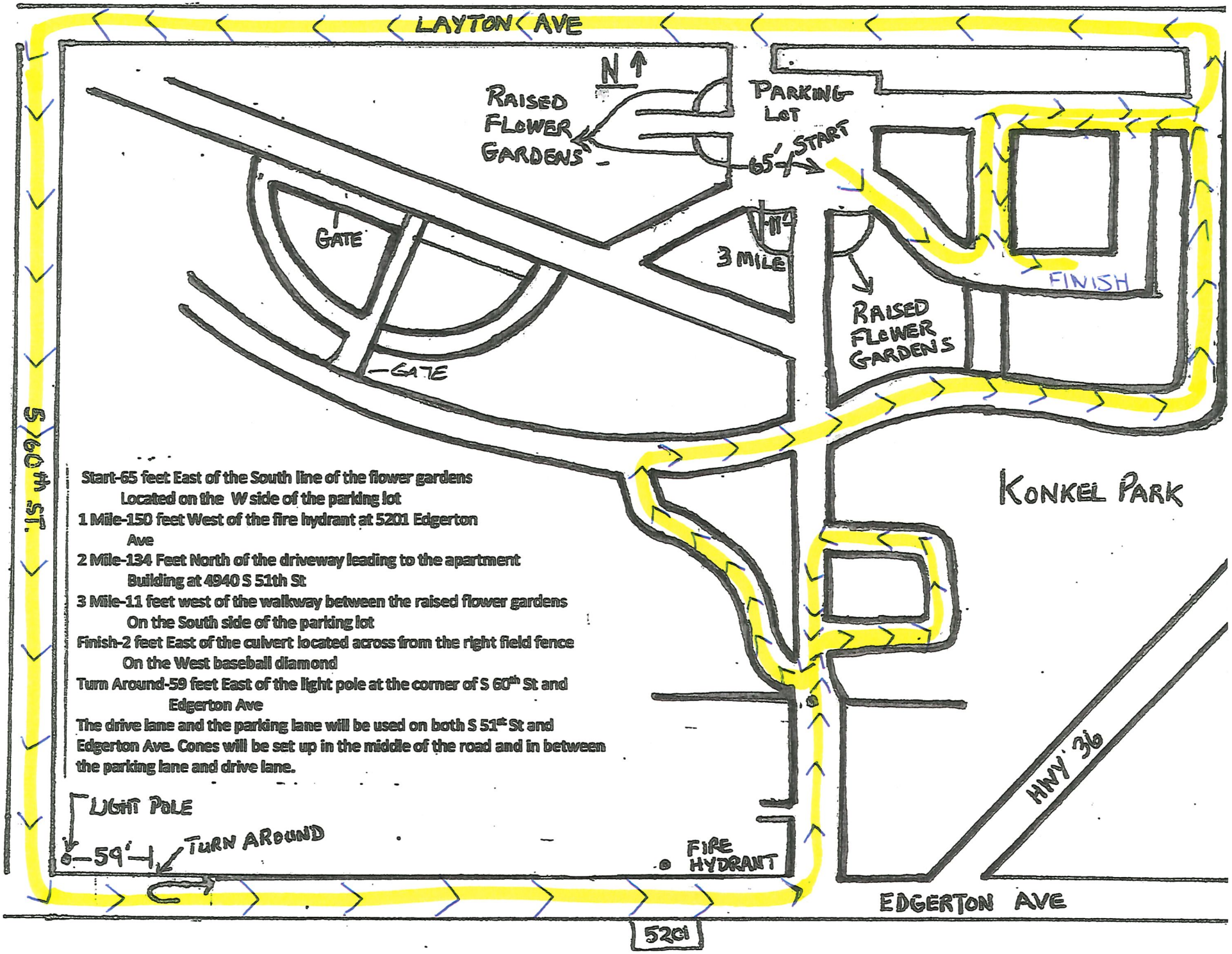
RUN - FINAL



Start-65 feet East of the South line of the flower gardens
Located on the W side of the parking lot
1 Mile-150 feet West of the fire hydrant at 5201 Edgerton Ave
2 Mile-134 Feet North of the driveway leading to the apartment Building at 4940 S 51th St
3 Mile-11 feet west of the walkway between the raised flower gardens On the South side of the parking lot
Finish-2 feet East of the culvert located across from the right field fence On the West baseball diamond
Turn Around-59 feet East of the light pole at the corner of S 60th St and Edgerton Ave
The drive lane and the parking lane will be used on both S 51st St and Edgerton Ave. Cones will be set up in the middle of the road and in between the parking lane and drive lane.

RED = OUT
BLUE = RETURN

WALK-FINAL



Start-65 feet East of the South line of the flower gardens
Located on the W side of the parking lot
1 Mile-150 feet West of the fire hydrant at 5201 Edgerton Ave
2 Mile-134 Feet North of the driveway leading to the apartment Building at 4940 S 51th St
3 Mile-11 feet west of the walkway between the raised flower gardens On the South side of the parking lot
Finish-2 feet East of the culvert located across from the right field fence On the West baseball diamond
Turn Around-59 feet East of the light pole at the corner of S 60th St and Edgerton Ave
The drive lane and the parking lane will be used on both S 51st St and Edgerton Ave. Cones will be set up in the middle of the road and in between the parking lane and drive lane.

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: July 20, 2021

RELATING TO:

Outdoor Special Event application for the CLG (Classic Lanes Greenfield) Fest event, to be located at 5404 W. Layton Ave., August 20-22, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, extension of premises, Food, and Commercial building, plumbing and electrical permits.

All various department review/approval has occurred.

Event Date	Start Time	Beer Finish	End Time
Friday, 8/20	4:00 p.m.	10:00 p.m.	10:00 p.m.
Saturday, 8/21	11:00 a.m.	10:00 p.m.	10:00 p.m.
Sunday, 8/22	11:00 a.m.	5:00 p.m.	5:00 p.m.

Live music: 8/20, 6pm – 10pm; 8/21, 1pm – 10pm; 8/22, 1pm – 5pm. Event held on Classic Lanes Greenfield premises.

Set-up: Friday, 8/20, 12:00pm
Breakdown: Sunday, 8/22, 6:00pm

Recommendation: Approve the Outdoor Special Event application for the CLG (Classic Lanes Greenfield) Fest event, to be located at 5404 W. Layton Ave., August 20-22, 2021 and all applicable licenses/permits.

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

MOTION ___ OTHER __

WISCONSIN AHEC
Area Health Education Centers

Community Health Internship Program (CHIP)

Partnership Agreement

This Partnership Agreement is entered into by and between the Board of Regents of the University of Wisconsin System on behalf of the Wisconsin Area Health Education Center ("Wisconsin AHEC") with an address of 750 Highland Avenue, Madison, WI 53705, the Milwaukee Area Health Education Center ("Regional AHEC"), with an address of 1609 W. North Avenue, Suite 202, Milwaukee, WI 53205, and the Greenfield Health Department ("CHIP Host Site"), with an address of 7325 W. Forest Home Avenue, Room 104, Greenfield, WI 53220.

WHEREAS, Wisconsin AHEC creates partnerships among local public health departments, community health centers, and community organizations, student interns, and the Wisconsin AHEC Program. The success of the program depends on partners having both an appreciation for the roles they play in the partnership and a commitment to collaborative learning.

WHEREAS, many students participating in CHIP ("Student Interns") benefit from practical learning experiences in real-world settings.

WHEREAS, CHIP Host Site desires to work with Wisconsin AHEC and Regional AHEC to provide practical learning experiences for Student Interns.

CHIP Host Site responsibilities:

- Designate a project or projects to which the Student Intern will be assigned;
- Designate a primary mentor for the Student Intern who will also participate in a mentor orientation;
- Develop a 36-hour per week work plan with goals and objectives to guide the Student Intern in their activities;
- Excuse the Student Intern for their weekly half day engagement in didactic and reflection work with Wisconsin AHEC and fellow Student Interns;
- Provide opportunities for shadowing and other experiences to allow Student Interns to gain a broad understanding of the roles and responsibilities of local organizations;
- Provide regular opportunities for the Student Intern to receive guidance and feedback;
- Immediately notify Wisconsin AHEC in the event Host Site suspends, or wishes to terminate any Student Intern's participation in CHIP, and make reasonable efforts with Wisconsin AHEC to resolve the matter;
- Provide an adequate work environment (including computer, space, supplies, access to relevant tools and resources, etc.) for the Student Intern to effectively carry out their duties;
- Approve Student Intern weekly action plan, if applicable;
- Provide mileage reimbursement to Student Intern for work-related travel (this does not include travel to and from work each day or required AHEC meetings);
- Provide CHIP Host Site specific required items (for example: background checks, immunizations, TB skin tests) at no charge to the Student Intern;
- Evaluate CHIP in collaboration with Wisconsin AHEC and Student Interns.
- Complete the CHIP Host Site Cost-Sharing Documentation and submit to Wisconsin AHEC by August 20, 2021.
- Provide WI AHEC with copy of CHIP Host Site's COVID safety protocols.

Wisconsin AHEC responsibilities:

- Recruit highly qualified, diverse, health professions student interns;
- Facilitate matching of interns to positions at CHIP Host Site;
- Develop and coordinate delivery of mentor and student intern orientation and training;

- Grant CHIP Student Interns summer appointments through UW–Madison Human Resources and ensure each Student Intern completes all onboarding requirements;
- Create weekly action plan template;
- Ensure intern(s) receive timely installments of their stipend through UW Madison;
- Provide curriculum for weekly half day engagement meetings with CHIP Student Intern(s);
- Provide programming for an end-of-program celebration for Student Intern(s) and CHIP Host Site;
- Evaluate the internship program in collaboration with Student Interns(s) and CHIP Host Site;

Regional AHEC responsibilities:

- Collaborate with Wisconsin AHEC to match Student Interns to positions at CHIP Host Site;
- Deliver orientation and training for CHIP Host Site mentors and Student Interns;
- Monitor weekly action plan for Student Interns, if applicable;
- Serve as liaison between Student Intern(s) and CHIP Host Site to ensure effective working relationships;
- Develop and coordinate regular opportunities for program partners to learn and dialogue;
- Host weekly half day engagement meetings with Student Intern(s);
- Host end-of-program celebration for Student Intern(s) and CHIP Host Site;

The parties sign this Agreement in acknowledgment of the terms and conditions that it contains.

For CHIP Host Site:

_____
Darren J. Rausch, MS, CPH
Health Officer/Director

_____
Date

For Wisconsin AHEC:

_____
Kenneth Mount
Senior Associate Dean for Finance
University of Wisconsin School of Medicine and Public Health

_____
Date

For Regional AHEC:

_____
Azure'De Wiliams
Executive Director

_____
Date

Board of Public Works Meeting Item Number: 7

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision **to approve an ordinance to repeal and recreate Chapter 31 of the Greenfield Municipal Code relating to Construction Site Erosion and Sediment Control.**

SUMMARY:

Pursuant to the WI DNR Menomonee River Watershed Based MS4 Permit – WPDES Permit No. WI-S065404-2, the City needs to update its construction site erosion and sediment control ordinance.

RECOMMENDATION:

Approve an ordinance to repeal and recreate Chapter 31 of the Greenfield Municipal Code relating to Construction Site Erosion and Sediment Control.

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

MOTION ___ OTHER ___

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 31 OF THE GREENFIELD MUNICIPAL CODE REGARDING CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

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

PART I. Chapter 31 of the Greenfield Municipal Code is hereby repealed and recreated to read as follows:

CHAPTER 31 - CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

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~~31.01 Authority~~
~~31.02 Findings of Fact~~
~~31.03 Purpose~~
~~31.04 Applicability and Jurisdiction~~
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~~31.06 Technical Standards~~
~~31.07 Performance Standards for Construction Sites Under One Acre~~ ~~(Optional)~~
~~31.08 Performance Standards for Construction Sites of One Acre or More~~
~~31.09 Permitting Requirements, Procedures and Fees~~
~~31.10 Erosion and Sediment Control Plan, Statement and Amendments~~
~~31.11 Fee Schedule~~
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~~31.16 Effective Date~~

31.01 AUTHORITY.

(1) This ordinance is adopted under the authority granted by s. 62.234, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s. 62.23, Wis. Stats., that relate to construction site erosion control. Except as otherwise specified in s. 62.234, Wis. Stats., s. 62.23, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.

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

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

(4) The requirements of this ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:

(a) Wisconsin Department of Natural Resources administrative rules, permits or approvals, including those authorized under s. 281.16 and s. 283.33, Wis. Stats.

(b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under s. NR 151.004, Wis. Adm. Code.

31.02 FINDINGS OF FACT.

The Common Council acknowledges that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City of Greenfield.

31.03 PURPOSE.

It is the purpose of this ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the City of Greenfield.

31.04 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

(a) Except as provided under par. (b), this ordinance applies to any construction site as defined under 31.05 (6).

(b) This ordinance does not apply to the following:

1. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
2. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
3. Nonpoint discharges from agricultural facilities and practices.
4. Nonpoint discharges from silviculture activities.

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

(d) If a property is transferred, conveyed, or sold while there is an open Erosion Control Permit for the subject property, the new owner shall assume all terms and conditions of the existing Erosion Control Permit for the subject property.

(2) JURISDICTION.
This ordinance applies to land disturbing construction activity on lands within the boundaries and jurisdiction of the City of Greenfield;

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

31.05 DEFINITIONS.
For the purpose of this Chapter 31, the following terms shall be defined as follows:

(1) "City Engineer" means a governmental employee, or a City Engineer's designee that is designated by the Common Council to administer this ordinance.
(2) "Agricultural facilities and practices" has the meaning in s. 281.16 (1), Wis. Stats.
(3) "Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.
(4) "Business day" means a day the office of the City Engineer is routinely and customarily open for business.
(5) "Cease and desist order" means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City Engineer.
(6) "Construction site" means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
(7) "Design Storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
(8) "Division of land" means the creation from one parcel of 4 or more parcels or building sites of 1.5 or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.
(9) "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.
(10) "Erosion and sediment control plan" means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

(11) "Extraterritorial" means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.
(12) "Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.

(13) “Governing body” means City Common Council.

(14) “Land disturbing construction activity” means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

(15) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.

(16) “Maximum extent practicable” means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with 31.055 of this ordinance.

(17) “Performance standard” means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

(18) “Permit” means a written authorization made by the City Engineer to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

(19) “Pollutant” has the meaning given in s. 283.01 (13), Wis. Stats.

(20) “Pollution” has the meaning given in s. 281.01 (10), Wis. Stats.

(21) “Responsible party” means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.

(22) “Runoff” means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

(23) “Sediment” means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

(24) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

(25) “Site” means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

(26) “Stop work order” means an order issued by the City Engineer which requires that all construction activity on the site be stopped.

(27) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

(28) “Transportation facility” means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.

(29) “Waters of the state” includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

31. 055 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.
Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the City Engineer's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

31.06 TECHNICAL STANDARDS.
All BMPs required for compliance with this ordinance shall meet design criteria, standards and specifications based on any of the following:

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

(2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
(3) Technical standards and methods approved by the City Engineer.

31.07 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES UNDER ONE ACRE.
(1) RESPONSIBLE PARTY. The responsible party shall comply with this section.

(2) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
   (a) The deposition of soil from being tracked onto streets by vehicles.
   (b) The discharge of sediment from disturbed areas into on-site storm water inlets.
   (c) The discharge of sediment from disturbed areas into adjacent waters of the state.
   (d) The discharge of sediment from drainage ways that flow off the site.
   (e) The discharge of sediment by dewatering activities.
   (f) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
   (g) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.

(3) LOCATION. The BMPs shall be located so that treatment occurs before runoff enters waters of the state.

(4) IMPLEMENTATION. The BMPs used to comply with this section shall be implemented as follows:

(a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin.

(b) Erosion and sediment control practices shall be maintained until final stabilization occurs and/or when 100% of the site has achieved a 70% permanent vegetative cover.

(c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

31.08 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE OR MORE.

RESPONSIBLE PARTY. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with 31.10.

(1) EROSION AND SEDIMENT CONTROL PLAN. A written site-specific erosion and sediment control plan shall be developed in accordance with 31.10 of this ordinance and implemented for each construction site.

(2) EROSION AND OTHER POLLUTANT CONTROL REQUIREMENTS. The erosion and sediment control plan required under sub. (2) shall include the following:

(a) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:

1. The deposition of soil from being tracked onto streets by vehicles.
2. The discharge of sediment from disturbed areas into on-site storm water inlets.
3. The discharge of sediment from disturbed areas into adjacent waters of the state.
4. The discharge of sediment from drainage ways that flow off the site.
5. The discharge of sediment by dewatering activities.
6. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
7. The discharge of sediment from erosive flows at outlets and in downstream channels.
8. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
9. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

(b) SEDIMENT PERFORMANCE STANDARDS. In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:

1. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
3. Notwithstanding subd. 1., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

(c) PREVENTIVE MEASURES. The erosion and sediment control plan shall incorporate all of the following:
1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
2. Minimization of soil compaction and preservation of topsoil.
3. Minimization of land disturbing construction activity on slopes of 20 percent or more.
4. Development of spill prevention and response procedures.

(d) LOCATION. The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

(4) IMPLEMENTATION. The BMPs used to comply with this section shall be implemented as follows:
(a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in 31.08 (2).
(b) Erosion and sediment control practices shall be maintained until final stabilization.
(c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
(d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
(e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

31.09 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

(1) PERMIT REQUIRED. No responsible party may commence a land disturbing construction activity of greater than 7,200 sq. ft., subject to this ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the City Engineer.

(2) PERMIT APPLICATION AND FEES. The responsible party that will undertake a land disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of 31.10, and shall pay a permit fee and/or erosion control escrow cash deposit to the City Engineer in the amount specified in 31.11. Additionally, the City By submitting an application, the applicant is authorizing the City Engineer to enter the site to obtain information required for the review of the erosion and sediment control plan.

(3) PERMIT APPLICATION REVIEW AND APPROVAL. The City Engineer shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

(a) Within 10 business days of the receipt of a complete permit application, as required by sub. (2), the City Engineer shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this ordinance.

(b) City Engineer shall issue the permit.

(c) If the permit application or erosion and sediment control plan is disapproved, the City Engineer shall state in writing the reasons for disapproval.

(d) The City Engineer may request additional information from the applicant. If additional information is submitted, the City Engineer shall have 10 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.

(e) Failure by the City Engineer to inform the permit applicant of a decision within 10 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(4) SURETY INSTRUMENT. As a condition of approval and issuance of the permit, the City Engineer may require the applicant to provide a cash deposit or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions. The City Engineer will determine the amount required for the surety instrument at the time of application.

(5) PERMIT REQUIREMENTS. All permits shall require the responsible party to:

(a) Notify the City Engineer within 48 hours of commencing any land disturbing construction activity.

(b) Notify the City Engineer of completion of any BMPs within 14 days after their installation.

(c) Obtain permission in writing from the City Engineer prior to any modification pursuant to 31.10 (3) of the erosion and sediment control plan.

(d) Comply with WI DNR Technical Standards for erosion and sediment control.

(e) Install all BMPs as identified in the approved erosion and sediment control plan.

(f) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.

(g) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.

(h) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in an inspection log or on inspection reports. Said inspection logs/reports shall include the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site, a list items to be repaired, photos of the site to document conditions, etc. If violation notices are issued, the City Engineer reserves the right to require the responsible party to provide copies of their inspection logs and/or inspection reports.

(i) Allow the City Engineer to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control permit and plan at the construction site.

(j) Remove all erosion control practices when the site is stabilized, and/or when 100% of the site has reached a 70% vegetative cover.

(6) PERMIT CONDITIONS. Permits issued under this section may include conditions established by City Engineer in addition to the requirements set forth in sub. (5), where needed to assure compliance with the performance standards in 31.07 or 31.08.

(7) PERMIT DURATION. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The City Engineer may grant one or more extensions not to exceed 180 days cumulatively. The City Engineer may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this ordinance.

(8) MAINTENANCE. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

31.10 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT AND AMENDMENTS.

(1) EROSION AND SEDIMENT CONTROL PLAN STATEMENT. For each construction site identified under 31.04 (1) (c), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the City Engineer. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the ordinance. A site map shall also accompany the erosion and sediment control plan statement.

(2) EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS.

(a) An erosion and sediment control plan shall be prepared and submitted to the City Engineer.

(b) The erosion and sediment control plan shall be designed to meet the performance standards in 31.07, 31.08 and other requirements of this ordinance.

(c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:

1. Name(s) and address (es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
2. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
3. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
4. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
5. Calculations to show the compliance with the performance standard in 31.08 (3) (b) 1.
6. Existing data describing the surface soil as well as subsoils.
7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
8. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.

(d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.

1. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
2. Boundaries of the construction site.
3. Drainage patterns and approximate slopes anticipated after major grading activities.
4. Areas of soil disturbance.
5. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
6. Location of areas where stabilization BMPs will be employed.
7. Areas which will be vegetated following land disturbing construction activities.
8. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
9. Areas(s) used for infiltration of post-construction storm water runoff.
10. An alphanumeric or equivalent grid overlying the entire construction site map.

(e) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:

1. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the City Engineer, structural measures shall be installed on upland soils.
3. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
4. Trapping of sediment in channelized flow.
5. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
6. Protection of downslope drainage inlets where they occur.
7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
8. Clean up of off-site sediment deposits.
9. Proper disposal of building and waste material.
10. Stabilization of drainage ways.
11. Installation of permanent stabilization practices as soon as possible after final grading.
12. Minimization of dust to the maximum extent practicable.

(f) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

(3) EROSION AND SEDIMENT CONTROL PLAN AMENDMENTS. The applicant shall amend the erosion and sediment control plan if any of the following occur:

(a) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.

(b) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.

(c) The City Engineer notifies the applicant of changes needed in the erosion and sediment control plan.

31.11 FEE SCHEDULE.
The fees referred to in other sections of this ordinance shall be established by the City Engineer and may from time to time be modified by ordinance or resolution. Erosion control permit fees shall be in accordance with section 3.12(5) (b) of the Greenfield Municipal Code.

31.12 INSPECTION.
If land disturbing construction activities are occurring without a permit required by this ordinance, or in violation of this chapter, the City Engineer may enter the land pursuant to the provisions of s. 66.0119 (1), (2), and (3), Wis. Stats.

31.13 ENFORCEMENT.

(1) The City Engineer may issue a notice of violation, withhold other permits, post a stop work order or issue a citation if any of the following occurs:
   (a) Land disturbing construction activity regulated under this ordinance is occurring without a permit.
   (b) The erosion and sediment control plan is not being implemented in good faith.
   (c) The conditions of the permit are not being met.

(2) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the City Engineer may revoke the permit.

(3) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the City Engineer, or if a responsible party violates a stop work order posted under sub. (1), the City Engineer may request the City Attorney, to obtain a cease and desist order in any court with jurisdiction.

(4) The City Engineer may retract the stop work order issued under sub. (1) or the permit revocation under sub. (2).

(5) After posting a stop work order under sub. (1), the City Engineer may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The City Engineer may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the City Engineer, plus interest at the rate authorized by the City Engineer shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to subch. VII of ch. 66, Wis. Stats.

(6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than$100.00 nor more than $500.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.

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

31.14 APPEALS.

(1) BOARD OF PUBLIC WORKS. The Board of Public Works created pursuant to section 2.02 (3) of the City Code of Ordinances pursuant to s 62.23 (7) (e), Wis. Stats.:

(a) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City Engineer in administering this ordinance except for cease and desist orders obtained under 31.13 (3).

(b) May authorize, upon appeal, variances from the provisions of this ordinance which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship; and

(c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

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

31.15 SEVERABILITY.

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

31.16 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the Common Council of the City of Greenfield on the _____ day of _____, 2021.

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

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

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

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

APPROVED:

_____

Michael J. Neitzke, Mayor

ATTEST:

_____

Jennifer Goergen, City Clerk

Published:

Board of Public Works Meeting Item Number: 8

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision **to approve an ordinance to repeal and recreate section 3.12(5)(b) of the Municipal code relating to erosion control permits.**

SUMMARY:

Revised the fee schedule within City code is attached. New structure allows for the collection of an erosion control escrow deposit to offset City costs for project review, inspection and administration when consulting engineering firm assist the City with erosion control inspection activity.

RECOMMENDATION:

Approve an ordinance to repeal and recreate section 3.12(5)(b) of the Municipal code relating to erosion control permits.

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

MOTION ___ OTHER ___

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 3.12 (5) (b) OF THE GREENFIELD MUNICIPAL CODE REGARDING FEE SCHEDULES

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

PART I. Section 3.12 (5) (b) of the Municipal Code is hereby repealed and recreated to read as follows:

(b)	Erosion Control Permit		
	1.	Minimum fee: Land-disturbing activity affecting a surface area of 7,200 square feet or more	$ 150.00 minimum
	2.	Single-family and 2-family lots	$ 150.00 minimum
	3.	Multifamily lots/sites	$ 150.00/building, plus
		a. Disturbed area	$ 5.00/1,000 sq. ft.
	4.	Commercial/industrial/institutional lots	$ 150.00/building, plus
		a. Disturbed area	$ 5.00/1,000 sq. ft.
	5.	Erosion control review, inspection and administration - the City Engineer may require a cash deposit with the erosion control permit against which these charges may be drawn. Deposit amount will be determined by City Engineer at the time of application based on project scope. In addition to fees above.	Actual cost

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

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

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

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

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Published:

Board of Public Works Meeting

Item Number: 9

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced:

RELATING TO:

Discussion and decision **to approve and agreement allowing a shed, landscaping, electrical wiring and related appurtenances to remain in the City right-of-way.**

SUMMARY:

The City received a request to allow a shed, landscaping, electrical wiring and related appurtenances in an unimproved section of public right-of-way.

The property, 4940 South 40th Street, Tax Key No. 621-9909-00, is owned by Richard Larson.

At the time of his purchase of the property, the owner was unaware that these private improvements encroached into the City public right-of-way. After being asked by the City to remove these improvements, the owner requested that the improvements be allowed to remain in the public right-of-way on a temporary basis, subject to entering into an agreement with the City. A draft copy of the agreement is attached.

Applicant is required to pay $30 to cover the Register of Deeds recording fee. There are no other anticipated costs associated with this agreement

RECOMMENDATION:

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

MOTION ___ OTHER __

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4940 SOUTH 40TH STREET
RIGHT-OF-WAY USAGE AGREEMENT

This Agreement made this _____day of _____, 2021, by and between the **CITY OF GREENFIELD,** a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**" and **RICHARD LARSON**, 4940 South 40th Street, Greenfield, WI 53220, hereinafter called **"OWNER"**.

WHEREAS, **OWNER** is the current property owner of 4940 South 40th Street (the "PROPERTY"), legally described as follows, to-wit:

That part of the Northwest ¼ of Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said ¼ Section; thence South 89°56' East along the South line of said ¼ Section, 980.00 feet to a point; thence North 00°56' East along the centerline of South 40th Street and parallel to the West line of said ¼ Se4ction, 921.11 feet to the point of beginning of lands to be described; thence continuing North 00°56' East and along the centerline of South 40th Street, 120.00 feet to a point; thence South 89°56' East, 219.24 feet to a point; thence South 00°55' East, 120.00 feet to a point on the centerline of West Holmes Avenue right-of-way (unimproved); thence South 89°56' East along the centerline of said West Holmes Avenue right-of-way, 219.28 feet to the point of beginning. Excepting thereform the South 30 and the West 30 feet for public street purposes.

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

621-9909-000 .
Tax Key No.

WHEREAS, **OWNER,** at the time of his purchase of the PROPERTY was unaware that a shed, landscaping, electrical wiring and related appurtenances (the "IMPROVEMENTS") encroached into public right-of-way (as illustrated on Exhibit A), and were constructed without a permit or other approval from **CITY**.

WHEREAS, **OWNER**, after being asked by **CITY** to remove said IMPROVEMENTS, has requested that the IMPROVEMENTS be allowed to remain in the public right-of-way on a temporary basis, subject to **OWNER** entering into an agreement with **CITY**.

WHEREAS, the **CITY,** at its _____, 2021 Board of Public Works meeting and at its _____, 2021 Common Council meeting have approved said request and authorized the same, and whose official minutes are also made part hereof by reference as though fully set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be derived by the parties, **CITY** and **OWNER** agree as follows:

1. **CITY** hereby grants **OWNER** the temporary use and occupancy of the public right-of-way so that the IMPROVEMENTS can remain in the public right-of-way in their current location on a temporary basis.

2. If so ordered by the **CITY** for any reason, **OWNER** agrees to remove said IMPROVEMENTS and to properly restore the area to the satisfaction of **CITY** within thirty (30) days of written notice by **CITY.** Said removal and restoration shall be entirely at **OWNER** expense. If not removed by **OWNER** within thirty (30) days of written notice, **CITY** can remove and restore as needed and can charge **OWNER** for the removal and restoration costs. For emergency situations that warrant immediate action by **CITY**, advanced notice will not be given to **OWNER** and the **CITY** can charge **OWNER** for the removal and restoration costs.

3. C**ITY** may at any time proceed with, or permit grading, utility installation, repair, maintenance and/or roadway construction in said public right-of-way without being obligated to **OWNER** in any way and without any compensation to **OWNER** for said IMPROVEMENTS.

4. **OWNER** shall maintain, at **OWNER** expense, the IMPROVEMENTS in good condition. Should the IMPROVEMENTS deteriorate to the extent that repair costs would be equal to or greater than 50% of the estimated value of the item, then the items must be removed to the satisfaction of **CITY**. Under no circumstances shall new IMPROVEMENTS be constructed in the public right-of-way to replace the existing IMPROVEMENTS.

5. **OWNER** shall not have or obtain any legal rights to said public right-of-way by virtue of such maintenance, expenditure of money or usage.

6. That in conjunction with the maintenance of said IMPROVEMENTS by **OWNER** within said public right-of-way, **OWNER** will assume all liability for any damage to **CITY** facilities in said public right-of-way. **OWNER** will indemnify and hold the **CITY** harmless from any claims for personal injuries or property damage caused by **OWNER** arising out of the use of said public right-of-way by **OWNER.**

7. Both parties mutually agree that this agreement and covenants herein shall run with the land.

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

[Signatures appear on following pages]

OWNER

_____
Richard Larson

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2021, the above named Richard Larson, Owner, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Milwaukee County, Wisconsin

_____
Printed name

My Commission Expires: _____

CITY OF GREENFIELD:

_____
Michael J. Neitzke, Mayor

_____
Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

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

_____
Notary Public, Milwaukee County, Wisconsin

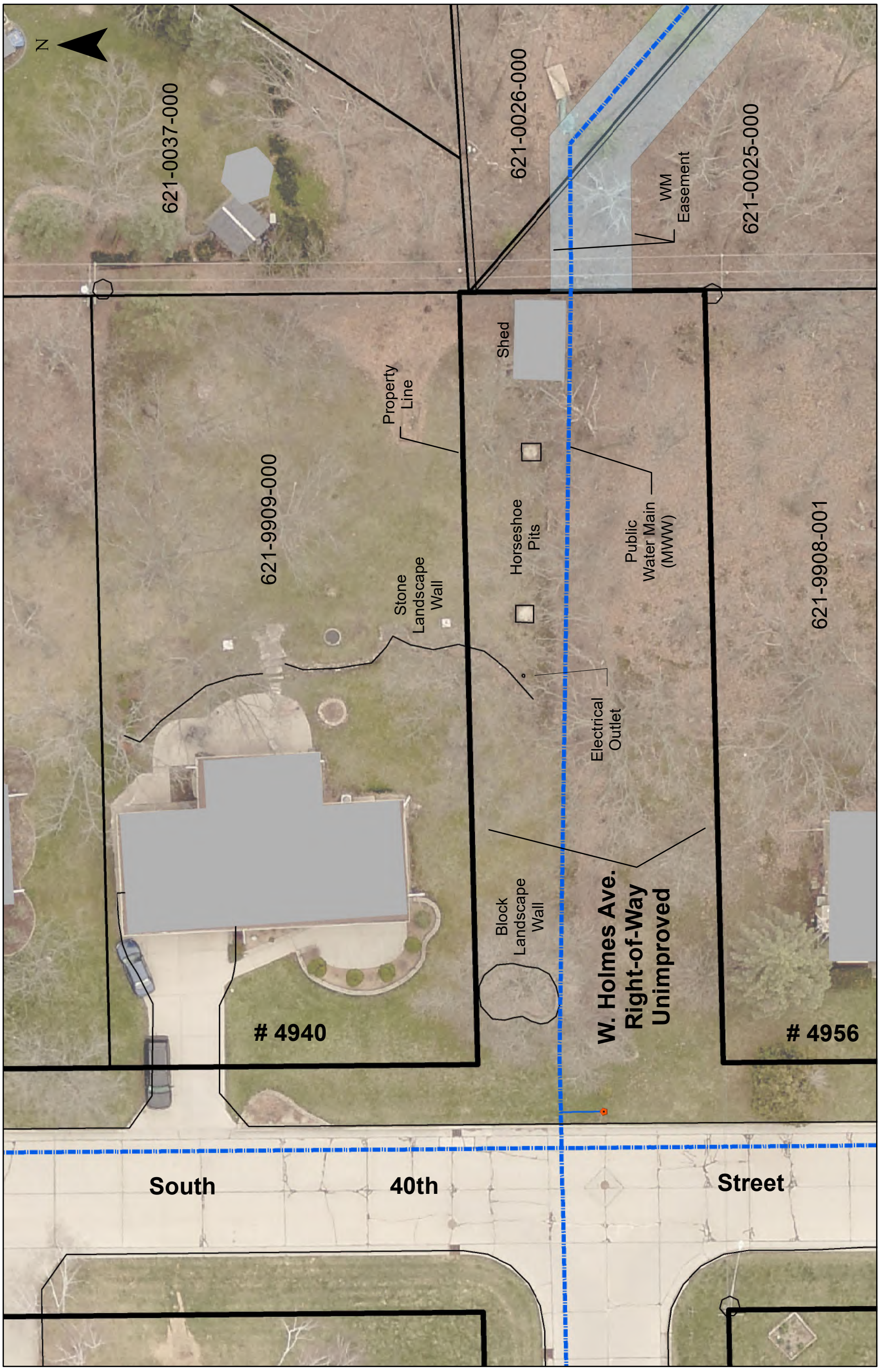
_____
Printed name

My Commission Expires: _____

Approved as to Form: _____
Brian C. Sajdak, City Attorney

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

EXHIBIT A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Shed
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Horseshoe
Pits
Public
Water Main
(MWW)
621-9908-001
Stone
Landscape
Wall
Electrical
Outlet
Block
Landscape
Wall
W. Holmes Ave.
Right-of-Way
Unimproved
4940
4956
South
40th
Street

Committee: Board of Public Works Item Number: 10

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 22, 2021

RELATING TO:

Discussion and decision to sign an agreement with Milwaukee County for the Greenfield share of the cost to operate and maintain a traffic signal at the intersection of 35th Street and Layton Avenue.

SUMMARY:

At the intersection of the City's 35th Street and the County's Layton Avenue is a traffic signal.

The City and the County share jurisdiction over the intersection.

The County agrees to operate and maintain the signal, but request that the City pay half of the cost of that operation and maintenance.

FINANCIAL:

RECOMMENDATION:

Sign an agreement with Milwaukee County for Greenfield share of the cost to operate and maintain a traffic Signal at the intersection of 35th Street and Layton Avenue.

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

MOTION ___ OTHER ____

AGREEMENT FOR TRAFFIC SIGNALS AT WEST LAYTON AVENUE (CTH "Y") AND SOUTH 35TH STREET

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Greenfield, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Layton Avenue (CTH "Y") and South 35th Street, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding for rehabilitation of West Layton Avenue including the traffic signal at the Intersection, hereinafter call "The Project".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, black colored signal poles and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

(a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.

(b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.

(c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City annually for one half (1/2) the cost of energy for the traffic control

signals at the Intersection.

(d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.

(e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.

(f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.

(g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.

(h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.

(i) That the City will be responsible for any painting necessary for the Black colored poles.

(j) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.

(k) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

(a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.

(b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

(c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g), I. (h) and I. (i), when billed by the County.

(d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

(e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.

(f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

_____ day of _____, 20____.

MILWAUKEE COUNTY,
A BODY CORPORATE

_____

DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20___, Donna Brown-Martin, Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Director of Transportation of said body corporate, and acknowledged that she executed the foregoing instrument as such officer as the deed of said body corporate, by its authority.

_____
Print

_____
Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned on behalf of the City of Greenfield affix their hands and seals this

_____day of _____, 20____.

CITY OF GREENFIELD,
A MUNICIPAL CORPORATION

_____

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20___, Michael J. Neitzke, Mayor, of the above named CITY OF GREENFIELD, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that the executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

_____
Print

_____
Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

Board of Public Works Meeting Item Number: 11

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 2, 2021

RELATING TO:

Discussion and decision to **adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking zone reserved for persons with disabilities at 3360 S 46th Street.**

SUMMARY:

A parking zone reserved for persons with disabilities will be created in front of 3360 S 46th Street, Tax Key 531-1080-000

FINANCIAL:

Per City ordinance, a fee shall be assessed for the cost of materials, equipment and labor. The fee is $255

RECOMMENDATION:

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

MOTION ___ OTHER ___

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended to read as follows:

A parking zone reserved for persons with disabilities is hereby created in front of 3360 S 46th Street, Tax Key 531-1080-000.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 20th day of July, 2021.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Memorandum of Understanding
for a Subcontracting Agreement of the Dispensary of Tuberculosis Clinical Services of the Division of Public Health, Bureau of Communicable Diseases,

between the

Greenfield Health Department

and the

Wauwatosa Health Department

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing Dispensary of Tuberculosis Clinical Services. The purpose of the tuberculosis (TB) dispensary is to ensure that all persons in, Wauwatosa ("subcontractor LHD") with suspected or confirmed tuberculosis infection or disease have access to and can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary Program uses state tax revenue funds to reimburse the Greenfield Health Department for medical management of TB cases, suspects, contacts, and latent TB infection (LTBI) pursuant to an Agreement with the State of Wisconsin. The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which Greenfield Health Department (the "Contracting LHD") is reimbursed for the management of TB patients. The traditional use of the word (*i.e.*, the pharmaceutical dispensing of medicines or medical supplies) does not apply.

The dispensary must be the LAST payor after all other potential sources have been billed. The payor order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA) and Tuberculosis-related Medicaid (known as TB only-MA)
- TB dispensary

II. Requirements of Subcontractors

All subcontractor LHDs are required to provide, or ensure provision of, the following per Wis. Admin. Code § DHS 145.12:

- Tuberculin skin testing; the use of an interferon gamma release assay (IGRA) test is also acceptable and encouraged for all patients aged 5 years and older. Clients can be sent to the Greenfield Heath Department for this test.
- Medication for treatment of TB disease and infection
- DOT and DOPT
- TB contact investigation
- Face-to-face appointments with patient in their home or at LHD, specifically for DOT or DOPT

- Sputum specimen collection and/or induction (May be seen by the Greenfield Health Department TB Dispensary clinic provider.)
- Medical evaluation by physician or nurse (May be seen by the Greenfield Health Department TB Dispensary clinic provider.)
- Chest radiographs (May be seen by the Greenfield Health Department TB Dispensary clinic provider.)
- Collection of serologic specimens (May be seen by the Greenfield Health Department TB Dispensary clinic provider.)

III. Evaluation & Management of Potential TB Clients

The subcontractor LHD is responsible for the case management of identified TB clients. The subcontractor LHD is should:

- Evaluate patients' health insurance status to determine if they have private insurance or qualify for MA or TB Only-MA.
- Assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal healthcare programs. Neither the Greenfield Health Department nor the Wisconsin Tuberculosis Program is able to check eligibility or enroll patients for the subcontracted LHDs.
- Use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- Submit reimbursement for medical services received by TB patients, using either WEDSS or the provided Excel spreadsheet as described in the "Reimbursement" section of this document. All TB dispensary billing will be conducted through the Greenfield Health Department.

IV. Role of the Wisconsin Tuberculosis Program

LHDs that become subcontracted dispensaries will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the Wisconsin Tuberculosis Program on all suspect and active cases of TB and, as warranted, on people with latent infection or who are contacts to an active case.

Wisconsin Tuberculosis Program staff will assure that the LHD has up-to-date resources available for staff to access, including policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- Wisconsin Tuberculosis Program guidelines, Division of Public Health directives and current established clinical standards of practice, especially those identified by Wis. Admin Code § DHS 154.12

Services not listed on *Attachment C* are considered non-routine and must be pre-authorized. A fillable form to request pre-authorization will be provided along with the Excel spreadsheets

All provisions will be reviewed and the delivery of TB services will be monitored by Wisconsin Tuberculosis Program staff.

V. Invoicing Methods

- **WEDSS.**
  - If using WEDSS, an invoice and accompanying spreadsheets with patient names may be submitted electronically through a DHS secure Adobe Connect site.
  - An electronic copy of the invoice is necessary to verify charges in WEDSS.
  - Instructions and password for submitting invoices will be provided after a contract is established.
  - For assistance in setting up WEDSS for TB billing, email DHSWEDSS@wisconsin.gov.
- **Excel Spreadsheets.**
  - An invoice and Excel spreadsheet *without patient names*, using the WEDSS Incident number as the patient's unique identifier, should be emailed to the TB program at DHSWITBProgram@dhs.wisconsin.gov.
  - The following information is needed to complete the spreadsheet:
    - Patient WEDSS ID
    - Date of birth
    - Patient type (case, LTBI, contact or suspect)
    - Service description
    - Service code
    - Any pre-authorized services with code and charge
    - Documentation of pre-authorized non-routine services
  - The Excel template will be provided after a contract is established, and is available in two formats:
    - **Dispensary invoice by service description** allows the user to choose from a dropdown list of service descriptions. After a choice is made, the service code and service rate will automatically populate the form.
    - **Dispensary invoice by service code** allows the user to choose from a dropdown list of service codes. Choosing a service code will cause the service description and service rate to automatically populate the form. Pre-authorized exceptions are handled the same way.

VI. Fiscal Impact

The Greenfield Health Department is an approved TB Dispensary. As such the department receives state tax revenue funds to reimburse the Greenfield Health Department for medical management of TB cases, suspects, contacts, and latent TB infection (LTBI). The department is permitted by the Wisconsin Tuberculosis Program to subcontract to other LHDs to expand the reach of the dispensary program throughout the state.

The TB Dispensary is a shared service, led by the Greenfield Health Department, with no direct fiscal impact. Subcontractors can bill for dispensary services through the Greenfield Health Department. Upon receipt of monies, the Greenfield Health Department will forward funds to the respective subcontractor LHD.

VII. Term

This MOU shall have a term of 12 months from its date of execution. The MOU may be extended only by written agreement of the parties hereto.

City of Wauwatosa
Health Department

Laura Stephens
Wauwatosa Health Director

Date: 04/26/2021

City of Greenfield
Health Department

Darren J. Rausch
Health Officer/Director

Date: _____

Approved as to Form and Execution:

Alan Kesner
City Attorney

Date: 4/26/2021

Name:
Title:

Date: _____

PACKETS FOR WEDNESDAY, 7 / 14 / 2021 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	6/4/2021	$	93,265.47
AP CHECKS	6/11/2021	$	64,563.52
AP CHECKS	6/18/2021	$	152,252.13
AP CHECKS - TAX REFUNDS	6/18/2021	$	290.14
AP CHECKS	6/25/2021	$	855,370.24
AP CHECKS - TAX REFUNDS	6/28/2021	$	922.09
AP CHECKS	7/2/2021	$	107,374.53
WIRE TRANSFERS - JUN 2021		$	935,732.14
P-CARDS - MAY 2021		$	263,917.50
P-CARDS - JUNE 2021		$	132,701.00
	TOTAL	$	2,606,388.76

CC: PAULA

CC; FINANCE FOLDER

MAY 2021
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$1,807,954.29	12/31/2001	variable		$230.34	21901270
Money Mkt/BMO Harris Bank	$511,658.55	6/28/2011	variable		$36.03	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,676,035.34	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$6,762,740.85					
Associated Bank Investments	$6,525,577.00	12/10/2014	variable			
Totals	$22,283,966.03				$266.37	

LOCAL GOVERNMENT INVESTMENT POOL

May 2021 Statement

April Ending Balance		$	25,422,115.02
2 Deposit (s) in May			102,017.48
2 Withdrawal(s) in May			8,500,000.00
May Interest Earnings @ 0.05%			861.20
	TOTAL	$	17,024,993.70

BUDGET REPORT FOR GREENFIELD
Fund: 010 GENERAL
Calculations as of 05/31/2021

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2021 AMENDED BUDGET	2021 ACTIVITY THRU 05/31/21	REMAINING BALANCE
ESTIMATED REVENUES				
TAXES	TAXES	18,945,189	18,944,812	377.00
INTGOV	INTERGOVERNMENTAL	4,144,513	1,108,514	3,035,999.00
L&P	LICENSES AND PERMITS	1,225,740	544,425	681,315.00
FINES	FINES-FORFEITS-PENALTIES	733,000	303,828	429,172.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,508,100	536,775	971,325.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,269,193	167,718	1,101,475.00
MISC REV	MISCELLANEOUS REVENUE	346,944	67,174	279,770.00
OTH FIN	OTHER FINANCING SOURCES	949,462		949,462.00
TOTAL ESTIMATED REVENUES		29,122,141	21,673,246	7,448,895.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,648,889	1,543,357	2,105,532.00
PS	PUBLIC SAFETY	19,348,723	7,111,201	12,237,522.00
PW	PUBLIC WORKS	3,809,459	1,594,207	2,215,252.00
HHS	HEALTH AND HUMAN SERVICES	916,769	314,817	601,952.00
CRE	CULTURE, REC AND EDUCATION	1,157,408	370,466	786,942.00
PD	PLANNING AND DEVELOPMENT	225,893	71,347	154,546.00
OTHER	OTHER FINANCING SOURCES(USES)	15,000	15,000	
TOTAL APPROPRIATIONS		29,122,141	11,020,395	18,101,746.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			10,652,851	10,652,851.00
BEGINNING FUND BALANCE		9,205,459	9,205,459	
ENDING FUND BALANCE		9,205,459	19,858,310	