



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

COMMON COUNCIL MEETING AGENDA

Tuesday, December 7, 2021 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the November 16, 2021 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Old Business
 - 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Health for a term to expire 6/1/2022 (formerly Allen Owen)
 - ii. One member to the Tree Commission for a term to expire 5/1/23 (formerly Lew Silva)
 - b. Mayor appointments:
 - i. One alternate member to the Plan Commission for a term to expire 5/31/2025 (formerly Robert Krenz)
 - 2. Adopt an ordinance establishing the boundary lines of Aldermanic Districts and Wards in the City of Greenfield following the 2020 Decennial Census Report. (Goergen)
- J. New Business
 - 1. Letter of resignation received from James Jaworowicz on the Board of Review (Goergen)
 - 2. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Review for a term to expire 5/1/2026 (formerly

James Jaworowicz)

3. Approve applications for 2021-2022 operator licenses (Goergen)
4. Application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Service/Performance Workshop Day 01-29-2022 from 11:00 AM - 5:00 PM at 6221 W. Layton Avenue. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis.Stat.125.07(3)(a)12.(Goergen)
5. Application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Service/Audio Workshop Day 02-05-2022 from 11:00 AM - 5:00 PM at 6221 W. Layton Avenue. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis.Stat.125.07(3)(a)12.(Goergen)
6. Application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Service/Lighting Workshop Day 02-19-2022 from 11:00 AM - 5:00 PM at 6221 W. Layton Avenue. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis.Stat.125.07(3)(a)12.(Goergen)
7. Application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Daytona Beach Party Day 03-05-2022 from 11:00 AM - 5:00 PM at 6221 W. Layton Avenue. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis.Stat.125.07(3)(a)12.(Goergen)
8. Application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Service/Performance Day 03-19-2022 from 11:00 AM - 5:00 PM at 6221 W. Layton Avenue. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis.Stat.125.07(3)(a)12.(Goergen)
9. Discussion and decision to adopt a Resolution establishing the polling place for each ward following the 2020 Decennial Census Report. (Goergen)
10. Discussion and decision to approve a Facility Use Agreement with Adoration Lutheran Church to provide a polling location for elections. (F&HR 10/27/21 S. Saryan)
11. Resolution appointing Election Officials: Chief Inspectors, Alternate Chief Inspectors, Election Inspectors, and Special Voting Deputies for 2022-2023. (Goergen)
12. Discussion and decision to approve an agreement for a Targeted Runoff Management Grant from the Wisconsin Department of Natural Resources to fund channel improvements within Honey Creek. (BPW 11/23/21 Katz)
13. Discussion and decision to approve a license agreement with WE Energies for the Powerline Trail. (BPW 11/23/21 Katz)
14. Discussion and decision to approve an agreement with Resource Environmental Solutions for maintenance along Wildcat Creek in Kulwicki Park. (BPW 11/23/21 Katz)
15. Discussion/decision regarding agreement with Klemme Floats LLC. (S. Jaquish)
16. Discussion and decision to approve an addendum to the existing Rebound Recovery

agreement to extend services during 2022 through 2024 (J. Foley)

17. Approval of schedules of disbursements in the amount of \$2,483,112.39

18. Approval of mileage reimbursements in the amount of \$379.62

19. October 2021 investments and reinvestments

20. Accept October 2021 financial statement

K. Items for future agenda

L. 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. 2988

AN ORDINANCE ESTABLISHING THE BOUNDARY LINES OF
ALDERMANIC DISTRICTS AND WARDS IN THE CITY OF GREENFIELD

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

Part I. The boundaries of the First Aldermanic District and the Wards comprising that district are bounded and described as follows:

ALDERMANIC DISTRICT 1

Commencing at the intersection of the centerlines of W. Layton Avenue and S. 27th Street (S.T.H. 241); thence northerly along the centerline of S. 27th Street to the centerline of W. Howard Avenue; thence westerly along the centerline of W. Howard Avenue to the easterly City Limits line west of S. Miner Street; thence northerly and westerly along the City Limits to the centerline of W. Loomis Road (S.T.H. 36); thence northeasterly along the centerline of W. Loomis Road to the City Limit line northeast of S. 33rd Street; thence northwesterly, northeasterly, northerly, easterly, westerly, and southerly along the City Limits line to the centerline of S. 35th Street; thence southerly along the centerline of S. 35th Street to the City Limits just south of W. Wilbur Avenue; thence westerly, southerly and easterly along the City Limits line to the centerline of S. 43rd Street; thence northerly, westerly and easterly along the City Limits line to the intersection of W Morgan Avenue and S. 43rd Street; thence northerly, westerly, southerly, southwesterly, northwesterly and northeasterly along the City Limits line to the intersection of W. Forest Home Avenue and S 45th Street; thence northerly, westerly, southerly, easterly, southwesterly and southeasterly along the City Limits line to W. Morgan Avenue; thence southerly, westerly, easterly, northerly, southeasterly, and southwesterly along the City Limits line to W. Howard Avenue; thence southerly, westerly, northerly and easterly along the City Limits line to the intersection of S. 51st Street and W. Cold Spring Road; thence westerly, northerly and southerly along the City Limits line to the center of Honey Creek, thence southerly along the center of Honey Creek to the centerline of the Airport Freeway (I-894); thence easterly along the centerline of Airport Freeway to the centerline of W. Loomis Road (S.T.H. 36); thence southwesterly along the centerline of W. Loomis Road to the centerline of W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the place of commencement.

ALDERMANIC DISTRICT 1 – WARD 1

Commencing at the east City Limits line at the centerline of W. Tripoli Avenue; thence northerly, westerly and easterly along the City Limits line to the intersection of W Morgan Avenue and S. 43rd Street; thence northerly, westerly, southerly, southwesterly, northwesterly and northeasterly along the City Limits line to the intersection of W. Forest Home Avenue and S 45th Street; thence northerly, westerly, southerly, easterly, southwesterly and southeasterly along the City Limits line to W. Morgan Avenue; thence southerly, westerly, easterly, northerly, southeasterly, and southwesterly along the City Limits line to the centerline of S.45th Street; thence south along the centerline of S. 45th Street to the centerline of W. Tripoli Avenue; thence east along the centerline of W. Tripoli Avenue to the point of commencement.

ALDERMANIC DISTRICT 1 – WARD 2

Commencing at the east City Limits line at the centerline of W. Tripoli Avenue; thence westerly along the centerline of W. Tripoli Avenue to the west City Limits line; thence southerly, westerly, northerly and easterly along the City Limits line to the centerline of W. Cold Spring Road; thence westerly, northerly and southerly along the City Limits line to the center of Honey Creek; thence southerly along the center of Honey Creek to the centerline of the Airport Freeway (I-894); thence easterly along the centerline of Airport Freeway to the centerline of W. Loomis Road (S.T.H. 36); thence northeasterly along the centerline of W. Loomis Road to the centerline of S. 43rd Street; thence northerly along the centerline of S. 43rd Street to the northern City Limits line north of W. Howard Avenue; thence westerly and northerly along the City Limits line to the point of commencement.

ALDERMANIC DISTRICT 1 – WARD 3

Commencing at the north City Limits line and the centerline of S. 35th Street; thence westerly, southerly and easterly along the City Limits line to the centerline of S. 43rd Street; thence southerly and southeasterly along the centerline of S. 43rd Street to the centerline of W. Loomis Road (S.T.H. 36); thence southwesterly along the centerline of W. Loomis Road to the centerline of the Airport Freeway (I-894); thence easterly along said Freeway centerline to the centerline of S. 35th Street; thence northerly along the centerline of S. 35th Street to the point of commencement.

ALDERMANIC DISTRICT 1 – WARD 4

Commencing at the intersection of the centerlines of S. 27th Street (S.T.H. 241) and W. Howard Avenue; thence westerly along the centerline of W. Howard Avenue to the easterly City Limits line west of S. Miner Street; thence northerly and westerly along the City Limits to the centerline of W. Loomis Road (S.T.H. 36); thence northeasterly along the centerline of W. Loomis Road to the City Limit line northeast of S. 33rd Street; thence northwesterly, northeasterly, northerly, easterly, westerly, and southerly along the City Limits line to the centerline of S. 35th Street; thence southerly along the centerline of S. 35th Street to the centerline of the Airport Freeway (I-894); thence westerly along said Freeway centerline to the centerline of W. Loomis Road (S.T.H. 36); thence southwesterly along the centerline of W. Loomis Road to the centerline of W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the centerline of S. 27th Street; thence northerly along the centerline of S. 27th Street to the point of commencement.

Part II. The boundaries of the Second Aldermanic District and the Wards comprising that district are bounded and described as follows:

ALDERMANIC DISTRICT 2

Commencing at the northerly City Limits line and the centerline of S. 76th Street; thence westerly, northerly and easterly along the City Limits line to the centerline of S. 92nd Street; thence southerly along the centerline of S. 92nd Street to the centerline of W. Cold Spring Road; thence westerly along the centerline of W. Cold Spring Road to the centerline of the eastbound Rock Freeway-to- northbound Airport Freeway; thence southerly and southwesterly along said Freeway centerline to the center of the

Root River; thence southeasterly along the center of the Root River to the southern City Limits line; thence northeasterly, easterly, westerly and southerly along the City Limits line to the centerline of S. 60th Street; thence northerly along the centerline of S. 60th Street to the centerline of W. Layton Avenue; thence westerly along the centerline of W. Layton Avenue to the centerline of S. 76th Street; thence northerly along the centerline of S. 76th Street to the point of commencement.

ALDERMANIC DISTRICT 2 – WARD 5

Commencing at the intersection of the centerlines of S. 60th Street and W. Layton Avenue; thence westerly along the centerline of W. Layton Avenue to the centerline of S. 76th Street; thence southerly along the centerline of S. 76th Street to the centerline of W. Edgerton Avenue; thence westerly along the centerline of W. Edgerton Avenue to the southerly City Limits line; thence southerly, westerly, northerly and easterly along the southerly City Limits line to the centerline of S. 60th Street; thence northerly along the centerline of S. 60th Street to the point of commencement.

ALDERMANIC DISTRICT 2 – WARD 6

Commencing at the northerly City Limits line and the centerline of S. 76th Street; thence westerly, northerly and easterly along the City Limits line to the centerline of S. 84th Street; thence southerly along the centerline of S. 84th Street to the southern City Limits line; thence northeasterly, easterly, westerly and southerly along the City Limits line to the centerline of W. Edgerton Avenue; thence easterly along the centerline of W. Edgerton Avenue to the centerline of S. 76th Street; thence northerly along the centerline of S. 76th Street to the point of commencement.

ALDERMANIC DISTRICT 2 – WARD 7

Commencing at the intersection of the centerlines of S. 84th Street and W. Cold Spring Road; thence westerly along the centerline of W. Cold Spring Road to the centerline of the S. 92nd Street; thence southerly along the centerline of S. 92nd Street to a point which 1318.91 feet north of the southeast corner of the southeast quarter of Section 20-T6N-R21E; thence westerly 55.01 feet to the northeast corner of Certified Survey Map 4949, thence westerly along the north line of said Certified Survey map to the northwest corner of said Certified Survey Map, which is the center of the southeast quarter of Section 20-T6N-R21E; thence southerly to the centerline of W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to a point which is 1009.30 feet west of S. 84th Street, thence south 60 feet to the right-of-way line of W. Layton Avenue, thence southerly and southeasterly along the east line of Certified Survey Map 5635, thence continuing southeasterly along the easterly property line of tax key #615-9989-000 and its extension to the centerline of W. Forest Home Avenue (S.T.H. 24); thence northeasterly along the centerline of W. Forest Home Avenue to the centerline of S. 84th Street; thence northerly along the centerline of S. 84th Street to the point of commencement.

ALDERMANIC DISTRICT 2 – WARD 8

Commencing at the northern City Limits line and the centerline of S. 84th Street; thence westerly along the City Limits line to the centerline of S. 92nd Street; thence southerly along the centerline of S. 92nd Street to the centerline of W. Cold Spring Road; thence easterly along the centerline of W. Cold Spring

Road to the centerline of S. 84th Street; thence northerly along the centerline of S. 84th Street to the point of commencement.

ALDERMANIC DISTRICT 2 – WARD 9

Commencing at the intersection of the centerlines of S. 92nd Street and W. Cold Spring Road; thence westerly along the centerline of W. Cold Spring Road to the centerline of the eastbound Rock Freeway-to-northbound Airport Freeway; thence southerly and southwesterly along the centerline of said Freeway to the center of the Root River; thence southeasterly along the center of the Root River to the southern City Limits line; thence northeasterly along the City Limits line to the southerly extension of the centerline of S. Woodlawn Place; thence easterly along the City Limits line to the centerline of S. 84th Street, thence northerly along said centerline to the intersection of S. 84th Street and W. Forest Home Avenue (S.T.H. 24); thence southwesterly along the centerline of W. Forest Home Avenue to the extension of the easterly property line of tax key #615-9989-000, thence northwesterly along said property line to the southeast corner of Certified Survey Map 5635, then northwesterly and northerly along the east line of said Certified Survey Map to the south right-of-way line of W. Layton Avenue, thence north 60 feet to the centerline of W. Layton Avenue, thence westerly along said centerline to a point which is 1325.55 feet west of S. 92nd Street, thence northerly to the center of the southeast quarter of Section 20-T6N-R21E, and a point which is the northwest corner of Certified Survey Map 4949, thence easterly along the north line of said Certified Survey Map and its extension to the centerline of S. 92nd Street, thence northerly along said centerline to the point of commencement.

Part III. The boundaries of the Third Aldermanic District and the Wards comprising that district are bounded and described as follows:

ALDERMANIC DISTRICT 3

Commencing at the intersection of the centerlines of W. Morgan Avenue and S. 124th Street, which is also the western City Limits line; thence southerly along the centerline of S. 124th Street to the southern City Limits line; thence easterly, southerly and northerly along the City Limits line to the center of the Root River; thence northwesterly along the center of the Root River to the centerline of the eastbound Rock Freeway-to-northbound Airport Freeway; thence northeasterly and northerly along the centerline of said Freeway to the centerline of W. Cold Spring Road; thence easterly along the centerline of W. Cold Spring Road to the centerline of S. 92nd Street; thence northerly along the centerline of S. 92nd Street to the centerline of W. Howard Avenue, which is also the north City Limits line; thence westerly and northerly along the City Limits line to the centerline of W. Oklahoma Avenue, which is also the north City Limits line; thence westerly and southerly along the City Limits line to the centerline of S. 108th Street (S.T.H. 100); thence southerly along the centerline of S. 108th Street to the centerline of W. Morgan Avenue; thence westerly along the centerline of W. Morgan Avenue to the point of commencement. Excepting that part in the City of West Allis.

ALDERMANIC DISTRICT 3 – WARD 10

Commencing at the intersection of the centerlines of S. 92nd Street and W. Howard Avenue; thence westerly along the centerline of W. Howard Avenue to the centerline of S. 108th Street (S.T.H. 100);

thence southerly along the centerline of S. 108th Street to the centerline of W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the center of the Root River; thence northwesterly along the center of the Root River to the centerline of the eastbound Rock Freeway-to-northbound Airport Freeway; thence northeasterly and northerly along said Freeway centerline to the centerline of W. Cold Spring Road; thence easterly along the center of W. Coldspring Road to the centerline of S. 92nd Street; thence northerly along the centerline of S. 92nd Street to the point of commencement.

ALDERMANIC DISTRICT 3 – WARD 11

Commencing at the intersection of the centerlines of W. Morgan Avenue and S. 124th Street; thence southerly along the centerline of S. 124th Street to the centerline of W. Howard Avenue; thence easterly and southeasterly along the centerline of W. Howard Avenue to the centerline of W. Beloit Road; thence northeasterly along the centerline of W. Beloit Road to the centerline of S. 108th Street (S.T.H. 100); thence southerly along the centerline of S. 108th Street to the centerline of W. Howard Avenue; thence easterly along the centerline of W. Howard Avenue to the north City Limits line, at approximately S. 100th Street extended; thence northerly along the City Limits line to the centerline of W. Oklahoma Avenue, which is also the north City Limits line; thence westerly and southerly along the City Limits line to the centerline of S. 108th Street; thence southerly along the centerline of S. 108th Street to the centerline of W. Morgan Avenue; thence westerly along W. Morgan Avenue to the point of commencement. Excepting that part of the City of West Allis.

ALDERMANIC DISTRICT 3 – WARD 12

Commencing at the intersection of the centerlines of W. Howard Avenue and S. 124th Street; thence southerly along the centerline of S. 124th Street to the centerline of the Rock Freeway (I-43) right-of-way; thence easterly along the centerline of said freeway to the centerline of S. 116th Street; thence northerly along the centerline of S. 116th Street to the centerline of W. Cold Spring Road; thence easterly along the centerline of W. Cold Spring Road to the centerline of S. 108th Street (S.T.H. 100); thence northerly along the centerline of S. 108th Street to the centerline of W. Beloit Road; thence southwesterly along the centerline of W. Beloit Road to the centerline of W. Howard Avenue; thence northwesterly and westerly along the centerline of W. Howard Avenue to the point of commencement.

ALDERMANIC DISTRICT 3 – WARD 13

Commencing at the intersection of the centerlines of the Rock Freeway (I-43) right-of-way and S. 124th Street; thence southerly along the centerline of S. 124th Street to the south City Limits line; thence easterly, southerly and northerly along the City Limits line to the center of the Root River; thence northwesterly along the center of the Root River to the centerline of W. Layton Avenue; thence westerly along the centerline of W. Layton Avenue to the centerline of S. 108th Street (S.T.H. 100); thence northerly along the centerline of S. 108th Street to the centerline of W. Cold Spring Road; thence westerly along the centerline of W. Cold Spring Road to the centerline of S. 116th Street; thence southerly along the centerline of S. 116th Street to the centerline of the Rock Freeway (I-43) right-of-way; thence westerly along the centerline of the Rock Freeway (I-43) right-of-way to the point of commencement.

Part IV. The boundaries of the Fourth Aldermanic District and the Wards comprising that district are bounded and described as follows:

ALDERMANIC DISTRICT 4

Commencing at the intersection of the centerlines of S. 76th Street and W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the centerline of S. 60th Street; thence southerly along the centerline of S. 60th Street to the south City Limits line; thence easterly, southwesterly and southeasterly along the City Limits Line to the centerline of W. Loomis Road (S.T.H. 36); thence northeasterly along the centerline of W. Loomis Road to the centerline of the Airport Freeway (I-894); thence westerly along the centerline of the Airport Freeway to the center of Honey Creek; thence northwesterly along the center of Honey Creek to the centerline of W. Cold Spring Road; thence westerly along the centerline of W. Cold Spring Road to the centerline of S. 60th Street; thence northerly along the centerline of S. 60th Street to its intersection with the centerline of W. Waterford Avenue; thence easterly along the centerline of W. Waterford Avenue to its intersection with S. 55th Street; thence north along the centerline of S. 55th Street to its intersection with the centerline of W. Howard Avenue; thence westerly, northerly, northeasterly, northwesterly, southwesterly, southeasterly, southerly and easterly along the City Limits line to a point on the centerline of W. Forest Home Avenue just southwest of S. 56th Street; thence northeasterly and southerly along the City Limits line to a point on the centerline of W. Howard Avenue; thence easterly, southerly, westerly, northerly, northwesterly and easterly along the City Limits to a point on the centerline of W. Howard Avenue approximately 555 feet west of S. 60th Street; thence westerly along the centerline of W. Howard Avenue to the centerline of W. Forest Home Avenue; thence southwesterly along the centerline of W. Forest Home Avenue to a point in the north line, extended, of W.E.P.Co. right-of-way, said point being a point in the north City Limits line; thence westerly along the City Limits line to the centerline of S. 76th Street; thence southerly along the centerline of S. 76th Street to the point of commencement.

ALDERMANIC DISTRICT 4 – WARD 14

Commencing at the intersection of the centerlines of S. 76th Street and W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the centerline of S. 68th Street; thence northerly along the centerline of S. 68th Street to the centerline of W. Forest Home Avenue, which is also the north City Limits line; thence southwesterly and westerly along the north City Limits line to the centerline of S. 76th Street; thence southerly along the centerline of S. 76th Street to the point of commencement.

ALDERMANIC DISTRICT 4 – WARD 15

Commencing at the intersection of the centerlines of S. 60th Street and W. Bottsford Avenue; thence northerly along the centerline of S. 60th Street to its intersection with the centerline of W. Waterford Avenue; thence easterly along the centerline of W. Waterford Avenue to its intersection with S. 55th Street; thence north along the centerline of S. 55th Street to its intersection with the centerline of W. Howard Avenue; thence westerly, northerly, northeasterly, northwesterly, southwesterly, southeasterly, southerly and easterly along the City Limits line to a point on the centerline of W. Forest Home Avenue just southwest of S. 56th Street; thence northeasterly and southerly along the City Limits line to a point on the centerline of W. Howard Avenue; thence easterly, southerly, westerly, northerly, northwesterly and

easterly along the City Limits to a point on the centerline of W. Howard Avenue approximately 555 feet west of S. 60th Street; thence westerly along the centerline of W. Howard Avenue to the centerline of W. Forest Home Avenue; thence southwesterly along the centerline of W. Forest Home Avenue to the centerline of S. 68th Street; thence southerly along the centerline of S. 68th Street to the centerline of W. Bottsford Avenue; thence easterly along the centerline of W. Bottsford Avenue to the point of commencement.

ALDERMANIC DISTRICT 4 – WARD 16

Commencing at the intersection of the centerlines of S. 68th Street and W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the centerline of S. 60th Street; thence northerly along the centerline of S. 60th Street to the centerline of W. Bottsford Avenue; thence westerly along the centerline of W. Bottsford Avenue to the centerline of S. 68th Street; thence southerly along the centerline of S. 68th Street to the point of commencement.

ALDERMANIC DISTRICT 4 – WARD 17

Commencing at the intersection of the centerlines of S. 60th Street and W. Cold Spring Road; thence southerly along the centerline of S. 60th Street to the centerline of W. Layton Avenue; thence easterly along the centerline of W. Layton Avenue to the centerline of W. Loomis Road; thence northeasterly along the centerline of W. Loomis Road to the centerline of the Airport Freeway (I-894); thence westerly along the centerline of the Airport Freeway to the center of Honey Creek; thence northwesterly along the center of Honey Creek to the centerline of W. Cold Spring Road; thence westerly along the centerline of W. Cold Spring Road to the point of commencement.

ALDERMANIC DISTRICT 4 – WARD 18

Commencing at the intersection of the centerlines of S. 60th Street and W. Layton Avenue; thence southerly along the centerline of S. 60th Street to the south City Limits line; thence easterly, southwesterly and southeasterly along the City Limits line to the centerline of W. Loomis Road (S.T.H. 36); thence northeasterly along the centerline of W. Loomis Road to the centerline of W. Layton Avenue; thence westerly along the centerline of W. Layton Avenue to the point of commencement.

Part V. The boundaries of the Fifth Aldermanic District and the Wards comprising that district are bounded and described as follows:

ALDERMANIC DISTRICT 5

Commencing at the intersection of the centerlines of S. 27th Street and W. Layton Avenue; thence westerly along the centerline of W. Layton Avenue to the centerline of W. Loomis Road (S.T.H. 36); thence southwesterly along the centerline of W. Loomis Road to the south City Limits line; thence

easterly, southerly and westerly along the City Limits line to the centerline of W. College Avenue; thence easterly along the centerline of W. College Avenue to the centerline of S. 27th Street; thence northerly along the centerline of S. 27th Street to the centerline of W. Ramsey Avenue; thence westerly along the centerline of W. Ramsey Avenue to the easterly City Limits line; thence northerly and westerly along the City Limits line to the centerline of W. Grange Avenue; thence easterly, southerly and northerly along the City Limits line to the centerline of S. 27th Street; thence northerly along the centerline of S. 27th Street to the point of commencement.

ALDERMANIC DISTRICT 5 – WARD 19

Commencing at the intersection of the centerlines of S. 27th Street and W. Layton Avenue; thence westerly along the centerline of W. Layton Avenue to the centerline of W. Loomis Road (S.T.H. 36); thence southwesterly along the centerline of W. Loomis Road to the centerline of W. Edgerton Avenue; thence easterly along the centerline of W. Edgerton Avenue to the centerline of S. 31st Street; thence southerly along the centerline of S. 31st Street to the centerline of W. Grange Avenue; thence westerly along the centerline of W. Grange Avenue to the southerly City Limits line, east of S. Lorene Avenue; thence southerly and easterly along the City Limits line to the centerline of S. 27th Street; thence northerly along the centerline of S. 27th Street to the point of commencement.

ALDERMANIC DISTRICT 5 – WARD 20

Commencing at the intersection of the centerlines of S. 31st Street and W. Edgerton Avenue; thence westerly along the centerline of W. Edgerton Avenue to the centerline of S. 43rd Street; thence southerly along the centerline of S. 43rd Street to the centerline of W. Grange Avenue; thence easterly along the centerline of W. Grange Avenue to the southerly City Limits line; thence southerly, easterly, and northerly along the City Limits line to the centerline of W. Grange Avenue; thence easterly along the centerline of W. Grange Avenue to the centerline of S. 31st Street; thence northerly along the centerline of S. 31st Street to the point of commencement.

ALDERMANIC DISTRICT 5 – WARD 21

Commencing at the intersection of the centerlines of S. 43rd Street and W. Edgerton Avenue; thence westerly along the centerline of W. Edgerton Avenue to the centerline of W. Loomis Road (S.T.H.36); thence southwesterly along the centerline of W. Loomis Road to the southerly City Limits line; thence easterly, southerly and westerly along the City Limits line to the centerline of W. College Avenue; thence easterly along the centerline of W. College Avenue to the centerline of S. 38th Street; thence northerly along the centerline of S. 38th Street to the centerline of W. Mangold Avenue; thence easterly along the centerline of W. Mangold Avenue to the centerline of S. 37th Street; thence northerly along the centerline of S. 37th Street to the centerline of W. Ramsey Avenue; thence westerly along the centerline of W. Ramsey Avenue to the easterly City Limits line; thence northerly and westerly along the City Limits line to the centerline of W. Grange Avenue; thence westerly along the centerline of W. Grange Avenue to the centerline of S. 43rd Street; thence northerly along the centerline of S. 43rd Street to the point of commencement.

ALDERMANIC DISTRICT 5 – WARD 22

Commencing at the intersection of the centerlines of W. College Avenue and S. 27th Street; thence northerly along the centerline of S. 27th Street to the centerline of W. Ramsey Avenue; thence westerly along the centerline of W. Ramsey Avenue to the centerline of S. 37th Street; thence southerly along the centerline of S. 37th Street to the centerline of W. Mangold Avenue; thence westerly along the centerline of W. Mangold Avenue to the centerline of S. 38th Street; thence southerly along the centerline of S. 38th Street to the centerline of W. College Avenue; thence easterly along the centerline of W. College Avenue to the point of commencement.

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

PART VII. This ordinance shall take effect on January 1, 2022.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 2nd day of November, 2021.

APPROVED:

Key: f563b59a07ee3c746cdf916d3472929

Michael J. Neitzke, Mayor

ATTEST:

Key: b8dddf4285af7aa7310e857cbbd37e3

Jennifer Goergen, City Clerk

Published: November 10, 2021
November 17, 2021

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 7th day of December, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published: December 15, 2021

Jennifer Goergen

From: J. Polishboy <jjawzfam@gmail.com>
Sent: Tuesday, November 30, 2021 9:59 AM
To: Jennifer Goergen
Subject: BOR

Jennifer,

Because of changes in both my personal and professional situations, I am not going to be able to continue on as a BOR member for the City of Greenfield for 2022 & beyond.

Thank you for the opportunity.

Jim Jaworowicz

**CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS**

12/03/2021

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Jaden Josephine Krocka	12620 W Weatherstone CT	New Berlin, WI 53151
Michelle N. Braun	711 N Chicago AVE	South Milwaukee, WI 53172
Natalie Santiago	3459 S 110th ST L203	West Allis, WI 53227
Robert Elijah Case	1636 N Wisconsin ST	Racine, WI 53402

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

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

FEE \$ \$ 10.00 (\$10 perday)

Application Date: November 22nd, 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 11:00am and ending 5:00pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9:00am - 9:00pm

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 # 3833

(b) Address 6221 W Layton Ave. Greenfield, Wisconsin 53220

(Street)

☐ Town ☐ Village ☒ City

(c) Date organized _____

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

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

(f) Names and addresses of all officers:

President Jerry DeGroot 3377 S. 65th St. Milwaukee, WI 53210

Vice President Kevin Carpenter 4423 S. Taylor Ave. Milwaukee, WI 53207

Secretary Terry Warren 605 A Cornerstone Crossing Waterford, WI 53185

Treasurer Mark McClain 441 E. Erie St. Unit 602 Milwaukee, WI 53202

(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.N ame of Event Type of Event: Music / Shopping

(a) List name of the event Service / Performance Workshop Day

(b) Dates of event January 29th, 2022

(c) Indoor or outdoor event: Indoor

DECLARATION

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

Officer _____

(Signature / Date)

Harley Owners Group - Milwaukee Chapter # 3833

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)



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

☐ No

N/A

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 # 3833

(Above, print name of the organization)

Signature of applicant

Print name of applicant

09/29/2021

Date

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

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

FEE \$ \$ 10.00 (\$10 perday)

Application Date: November 22nd, 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 11:00am and ending 5:00pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9:00am - 9:00pm

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 # 3833

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

(c) Date organized _____

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

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

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Vice President Kevin Carpenter 4423 S. Taylor Ave. Milwaukee, WI 53207

Secretary Terry Warren 605 A Cornerstone Crossing Waterford, WI 53185

Treasurer Mark McClain 441 E. Erie St. Unit 602 Milwaukee, WI 53202

(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.N ame of Event Type of Event: Music / Shopping

(a) List name of the event Service / Audio Workshop Day

(b) Dates of event February 5th, 2022

(c) Indoor or outdoor event: Indoor

DECLARATION

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

Officer [Signature]
(Signature / Date)

Harley Owners Group - Milwaukee Chapter # 3833
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

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Application:

- (1) Filing: In writing, for each event, on Form AT-315.
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2. I am applying for (select all that apply):

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☐ No

N/A

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Harley Owners Group-Milwaukee Chapter # 3833

(Above, print name of the organization)

Signature of applicant

MARK A. McCLAIN

Print name of applicant

09/29/2021

Date

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

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

FEE \$ 10.00 (\$10 perday)

Application Date: November 22nd, 2021

☐ Town ☐ Village ☒ City of Greenfield

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(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: Music / Shopping

(a) List name of the event Service / Lighting Workshop Day

(b) Dates of event February 19th, 2022

(c) Indoor or outdoor event: Indoor

DECLARATION

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

Officer _____

(Signature / Date)

Harley Owners Group - Milwaukee Chapter # 3833

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)



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

☐ No

N/A

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 # 3833

(Above, print name of the organization)

Signature of applicant

Print name of applicant

09/29/2021

Date

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

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

FEE \$ 10.00 (\$10 perday)

Application Date: November 22nd, 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 11:00am and ending 5:00pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9:00am - 9:00pm

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 # 3833

(b) Address 6221 W Layton Ave. Greenfield, Wisconsin 53220
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized _____

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

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

(f) Names and addresses of all officers:

President Jerry DeGroot 3377 S. 65th St. Milwaukee, WI 53210

Vice President Kevin Carpenter 4423 S. Taylor Ave. Milwaukee, WI 53207

Secretary Terry Warren 605 A Cornerstone Crossing Waterford, WI 53185

Treasurer Mark McClain 441 E. Erie St. Unit 602 Milwaukee, WI 53202

(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: Music / Shopping

(a) List name of the event Daytona Beach Party Day

(b) Dates of event March 5th, 2022

(c) Indoor or outdoor event: Indoor

DECLARATION

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

Officer  (Signature / Date)

Harley Owners Group - Milwaukee Chapter # 3833
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
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Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
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Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
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- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
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TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE APPLICATION:

1. Select from one of the following:

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- ☒ 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.

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

☐ Yes

☐ No

N/A

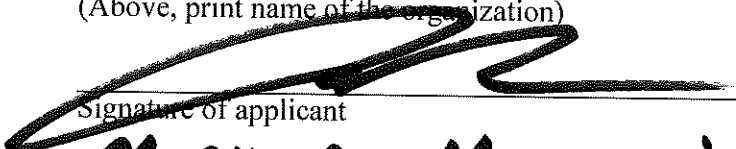
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Harley Owners Group-Milwaukee Chapter # 3833

(Above, print name of the organization)


Signature of applicant

MARK A. McCLAIN
Print name of applicant

09/29/2021

Date

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

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

FEE \$ \$ 10.00 (\$10 perday)

Application Date: November 22nd, 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 11:00am and ending 5:00pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Hours of operation: 9:00am - 9:00pm

1. Organization (check appropriate box) →

☒ Bona fide Club

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(a) Name Harley Owners Group - Milwaukee Chapter # 3833

(b) Address 6221 W Layton Ave. Greenfield, Wisconsin 53220

(Street)

☐ Town

☐ Village

☒ City

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Secretary Terry Warren 605 A Cornerstone Crossing Waterford, WI 53185

Treasurer Mark McClain 441 E. Erie St. Unit 602 Milwaukee, WI 53202

(g) Name and address of manager or person in charge of affair: Jeff Binkert 6221 W Layton Ave. Greenfield WI 53220

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(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: Music / Shopping

(a) List name of the event Service / Performance Day

(b) Dates of event March 19th, 2022

(c) Indoor or outdoor event: Indoor

DECLARATION

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

Officer _____

(Signature / Date)

Harley Owners Group - Milwaukee Chapter # 3833

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

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"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

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

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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

☐ No

N/A *mm*

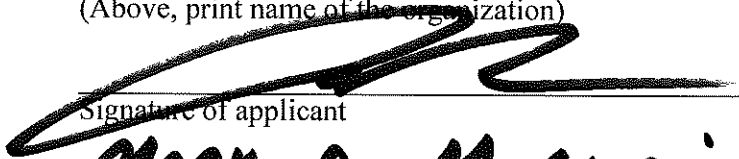
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Harley Owners Group-Milwaukee Chapter # 3833

(Above, print name of the organization)


Signature of applicant

MARK A. McCLAIN
Print name of applicant

09/29/2021

Date

RESOLUTION NO. ____

A RESOLUTION ESTABLISHING
THE POLLING PLACE FOR EACH WARD

WHEREAS, municipalities are required to establish municipal ward plans and designate polling places for each ward as a result of the 2020 Census; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Greenfield, Milwaukee County, Wisconsin, hereby adopts the following polling places for the City of Greenfield:

Wards 1, 2, 3 & 4 - Community Center, 7215 W. Cold Spring Road
Wards 5, 6, 7, 8 & 9 - Community Center, 7215 W. Cold Spring Road
Wards 10, 11, 12 & 13 - Whitnall High School, 5000 S. 116th Street
Wards 14, 15, 16, 17 & 18 – Greenfield Public Library, 5310 W. Layton Avenue
Wards 19, 20, 21 & 22 – Adoration Lutheran Church, 3840 W. Edgerton Avenue

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 7th day of December, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Z:\Resolutions\DraftRes0000-Establishing Polling Locations for 2022

**CITY OF GREENFIELD
FACILITY USE AGREEMENT
WITH ADORATION LUTHERAN CHURCH
FOR USE OF FELLOWSHIP HALL AREA FOR VOTING**

**NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND
ADORATION LUTHERAN CHURCH AS FOLLOWS:**

This rental agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The Lessor, Adoration Lutheran Church (hereinafter "Adoration Lutheran"), and the Lessee, City of Greenfield (hereinafter "City") wish to rent out rooms at Adoration Lutheran's facility on Election Days for voting. As consideration for this agreement, Adoration Lutheran Church to lease to City the Fellowship Hall area located in Adoration Lutheran Church, 3840 W. Edgerton Ave., Greenfield, WI 53221, on each Election Day as set forth below.

1. Premises Leased

- a. Upon the terms and conditions of this lease ("Lease"), Adoration Lutheran Church has granted and City has accepted a right for use and occupancy of the Fellowship Hall area and portions of the Building as needed for City to use the rooms for voting during Election Days, as set forth in Section 4, Term, herein.
- b. This Lease is made with the understanding that City and the public who participate in voting shall have reasonable rights of ingress and egress through the lobby and hallway of the Building and access to its public restrooms subject to the terms and conditions of this Lease. However, City shall acquire no other rights in any portion of the Building other than in the portions described above.

2. Purpose of Lease

- a. The City represents that the Premises described above are to be used by City exclusively for voting and associated activities.
- b. Access to the Fellowship Hall area is needed beginning at 9:00 a.m. prior to Election Day for set up, beginning at 5:30 a.m. on each Election Day and until the end of the evening of Election Day, and until 11:00 a.m. following Election Day for take down and removal of equipment.
- c. The parking lot will be made available for voter parking on Election Day.

3. Consideration/Rental

Adoration Lutheran Church will charge the City \$250 rent per Election for the above described premises which is an amount that covers costs incurred by the church to accommodate voters with a polling location on Election Days.

4. Term

a. The term of this lease shall be for a two year period, beginning on January 1, 2022 and ending on December 31, 2023, unless sooner ended as provided herein.

a. This Agreement shall automatically renew for two terms. The agreement may not be renewed if requested in writing by either party no later than August 1 prior to the end of the term of the lease.

b. The days for the room rental shall be as follows:

2022: February 15, April 5, August 9, November 8.

2023: February 21, April 4.

These days are the third Tuesday in February, the first Tuesday in April, the second Tuesday in August, and the first Tuesday after the first Monday in November, for purposes of providing advance notice of the election days for any renewals.

c. In addition, room rental shall be required by City for any special elections that may be called on the local, county, state or federal level. City shall give written advance notice of such to Adoration Lutheran Church as soon as possible in the event a special election is held.

5. Condition of Premises

a. The City represents that it has inspected and examined the Premises and accepts them in their present condition and agrees to keep the Premises safe and in good order and condition at all times during the term, and upon expiration of this lease, or at any sooner termination, the City will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term.

b. Adoration Lutheran Church shall be responsible for maintaining and repairing *all* rooms and common areas. The City shall provide snow plowing and salting to parking areas and sidewalks as needed on Election Day.

c. City shall provide polling equipment and other furniture as necessary and shall be allowed access the day before each Election Day as identified in sec. 4 above to install and set up such and shall be allowed access the day following each Election Day to remove such equipment.

d. Adoration Lutheran Church may make available tables and chairs to City for polling at no additional expense.

6. Management

a. In renting the Premises, Adoration Lutheran Church does not relinquish the right to control the management of the Premises, and to enforce *all* necessary and proper rules for the management and operation of same. Reasonable notice shall consist of attempting telephone contact with a designated representative.

b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of City's rights or powers, including City's authority in enforcement of its municipal ordinances, including its zoning code and state election laws.

c. The room rental is for purposes of polling and is considered a polling place under state law, subject to state election rules. Adoration Lutheran Church acknowledges that the City must enforce and abide by the state election laws and it must cooperate in that effort.

d. On Election Day, there shall be no materials publicly posted within 100 feet of the entrance of the Fellowship Hall area at Adoration Lutheran Church either in support of, or in opposition to, any candidate or issue on the ballot.

e. There shall be no gatherings within 100 feet of the entrance of the rooms used for voting in support of, or in opposition to, any candidate or issue on the ballot.

f. Election related material at the polling place or near is prohibited by state law.

g. On Election Day, no person may post or distribute any election-related material during polling hours at the polling place. The municipal clerk, election inspector, or law enforcement may remove any election related material posted in violation of the law and may confiscate election related material which has been distributed or posted in violation of the law.

7. Liability and Indemnity

a. The City shall save Adoration Lutheran Church harmless from any loss, cost or damage that may arise in connection with this Lease or the City's use of the Premises by the City, or their agents, members, guests, or employees, or any other person using the Premises with the City's consent or authorization. City agrees to indemnify and defend the City, its authorized agents and representatives, from any claims or liability for damages to any person, or personal injury and/or death of any person, or loss or damaged property occasioned by or in connection with the use of the Premises rented, character, acts and conduct of all persons admitted to the Premises, or by or with the consent of the City's members or employees or any person acting for the City, and the City agrees to have on hand at all times a responsible adult member, acceptable to the Superintendent, to maintain order and protect persons and property.

b. The City assumes no responsibility for any property placed in the Premises and the City is expressly released and discharged from any liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy under this Lease.

c. All indemnification obligations of City under this Lease shall survive the expiration or earlier termination of this Agreement.

d. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of the provision of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

e. The City shall provide Adoration Lutheran Church with a Certificate of Liability Insurance in the amounts of \$100,000/\$300,000/\$10,000 with an endorsement to the effect that Adoration Lutheran Church shall be indemnified and held harmless from any and all claims, damages or judgments, arising from the use of Adoration Lutheran Church as set forth in this agreement.

8. Termination

a. This agreement shall terminate upon the expiration of the terms of the lease with no extensions or default by City without cure.

b. Either party may terminate the lease by giving written notice of such no less than 90 days in advance.

9. Waiver

Waiver by either party of any default in performance by the other of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

10. No Assignment

The City may not assign this Lease to any other entity without the consent of Adoration Lutheran Church.

11. Notice

Any notice required to be sent shall be in writing and shall be either personally delivered, mailed or emailed to the respective parties as follows:

As to the City: Greenfield City Clerk's Office
Jennifer Goergen, City Clerk
7325 W. Forest Home Ave., Room
102, Greenfield, WI 53220
JenniferG@Greenfieldwi.us

As to Adoration Adoration Lutheran Church
Lutheran Pastor Matthew Schlake-Kruse
Church: 3840 W. Edgerton Ave.
Greenfield, WI 53221
pastormattadoration@gmail.com

12. Applicable Law and Severability

This Lease and any interpretation thereof shall be interpreted under the laws and in the courts of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Lease or the enforceability thereof, which shall continue in full force and effect.

13. Entire Agreement.

This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. Adoration Lutheran Church and City represent that each has full right, power and authority to sign this Lease.

This Lease and all provisions shall be binding to the benefit of both parties.

Executed this 13 day of October, 2021.

Adoration Lutheran Church

By: Ted Rappier

Title: President of Council

Attest: Matthew M. Kline

Title: PASTOR

City of Greenfield

By: _____

Title: Michael Neitzke, Mayor

Attest: _____

Title: Jennifer Goergen, City Clerk

RESOLUTION NO. _____

RESOLUTION APPOINTING ELECTION OFFICIALS: CHIEF INSPECTORS,
ALTERNATE CHIEF INSPECTORS, ELECTION INSPECTORS
AND SPECIAL VOTING DEPUTIES FOR 2022-2023

WHEREAS, Wis. Stats. 7.30(4) (a) requires the governing body to appoint election officials no later than the last regular meeting in December of each odd numbered year for the 2022-2023 election cycle; and

WHEREAS, Wis. Stats. 7.30(4) (b) states that the two dominant parties are each responsible for submitting a list of names from which all appointees to inspector positions shall be chosen as outlined within the statutes; and

WHEREAS, the City Clerk received ten names for poll workers and one name for Special Voting Deputy from the Republican Party of Milwaukee County (RPMC); one of the ten names on the list is a resident of Racine County and cannot work in Milwaukee County; one name on the list does not wish to work at the polls anymore; two of the names on the list would like to work in communities other than Greenfield—one of the two is also on the RPMC list to work in the City of Milwaukee and indicated that is where he wishes to work—not in Greenfield; thus the RPMC was informed of such. The City Clerk has incorporated these poll workers' names from the list received into the list of regular Election Inspectors appointed to work 2022-2023 elections and the name for Special Voting Deputy is on the list of Special Voting Deputies and designated as a regular Special Voting Deputy to attend every visit to every facility as he is able. The abovementioned names provided are designated as Republican Party affiliated, while the remaining names are unaffiliated; and

WHEREAS, The City Clerk did not receive a list of poll workers or Special Voting Deputies from the Democratic Party of Milwaukee County; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the list of election officials for the 2022-2023 election cycle.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 7th day of December, 2021.

APPROVED:

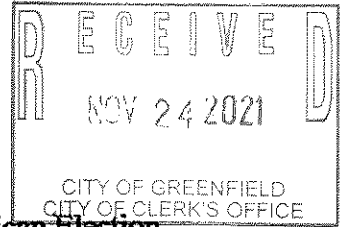
Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Election Inspectors Nomination List

Dear Jennifer Goetgen,
(municipal clerk)



Pursuant to Wis. Stat. §7.30, and for the purposes of nominating Republican Election

Inspectors in Milwaukee County,
(county)

I, David Karst, Chairman of the Republican Party of Milwaukee
(name) (position) (county)

County hereby nominate the named individuals below.

Certification

I, hereby, certify that I have contacted each nominee whose name appears on this list and each nominee on this list has agreed to serve as an election inspector.

David Karst
County Party Chair

11/22/2021
Date

Jamie O'Wurf
County Party Secretary

11/22/2021
Date

Please do not hesitate to contact me with any questions or if you need any additional information.

Sharon Foley
(Name)

414 332 5422
(Phone)

lsafwriter@gmail.com
(Email)

Special Voting Deputy Nomination for the City of Greenfield from the
Milwaukee County Republican Party for the 2022-2023 term of office:

Brian Counihan
10141 W. Cold Spring Rd., Apt. 8
Greenfield, WI 53228
414-529-4230

Election Inspectors Nomination List

Dear Jennifer Goergen
(municipal clerk)

Pursuant to Wis. Stat. §7.30, and for the purposes of nominating Republican Election
Inspectors in Milwaukee County,
(county)

I, David Karst, Chairman of the Republican Party of Milwaukee
(name) (position) (county)

County hereby nominate the named individuals below.

Certification

I, hereby, certify that I have contacted each nominee whose name appears on this list and each
nominee on this list has agreed to serve as an election inspector.

David Karst
County Party Chair

11/19/2021
Date

Jami O'Walt
County Party Secretary

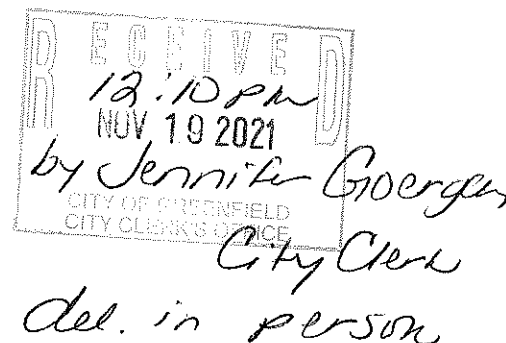
11-19-21
Date

Please do not hesitate to contact me with any questions or if you need any additional
information.

Sharon Foley
(Name)

914 332 5422
(Phone)

lsafwriter@gmail.com
(Email)



New POLL WORKERS FOR GREENFIELD: REPUBLICAN NOMINEES 2022-2023

Susan Peter
414 817 9411

5266 Somerset Lane S. Greenfield 53221
susan.peter3@gmail.com

Kathleen Klapka
414 282 4319

5963 S 34th St Greenfield 53221
kklapka@aol.com

Lynn Boerner

3711 W Loomis Rd Greenfield 53220
lynnboerner@yahoo.com

Richard Sujecki
414 327 5485

12247 W Verona Ct Greenfield

Ann Walther
414 327 2249

4500 S 119th St Greenfield
anntimw@yahoo.com

Terry Wilde
414 581 2431

Terry@Wildeworldview.com

Brad Hays
414 541 4406

11964 W. Sarah Ct
bhhays1@att.net

Robert Kawczynski
414 281 9021
Bobkaw1044@aol.com

Jason Jacobs
jjmoneyline@yahoo.com
262 444 3334
2810 W. Upham Ave 53221

Timothy Rick
007trick@gmail.com
414 378 7617
6520 W Howard Ave Unit 105 53220

2022-2023 Special Voting Deputies						
Lead Special Voting Deputy	Linda	Pinkowski	unaffiliated	545-8449	3580 S. 44th Street	
Special Voting Deputy	Brian	Counihan	Republican party affiliated	529-4230	10141 W. Cold Spring Road #	
Special Voting Deputy	Barb	Piotrowski	unaffiliated	545-4732	3628 S. 46th Place	

New POLL WORKERS FOR GREENFIELD: REPUBLICAN NOMINEES 2022-2023

No moved ✓ Susan Peter *Wd. 19 - resigned April, 2021* *moved to Caladonia & would work there.*
 414 817 9411 5266 Somerset Lane S. Greenfield 53221
susan.peter3@gmail.com

✓ Kathleen Klapka *Wd. 21 Sent letter 11-9-21* *will ask if tel # doesn't work; sent email 11-24-21*
 414 282 4319 5963 S 34th St Greenfield 53221
kklapka@aol.com *emailed 11-24 53221*

No - does not want to work ✓ Lynn Boerner *Wd 3 Sent letter 11-9-21*
 3711 W Loomis Rd Greenfield 53220
lynnboerner@yahoo.com *emailed 11-24*

No - wants to work in W. A. ✓ Richard Sujecki *Not in Greenfield but Sharon said he wants to work* *? West 11-30-21*
 414 327 5485 12247 W Verona Ct Greenfield
all is

✓ Ann Walther *Wd 11 Sent letter 11-9-21*
 414 327 2249 4500 S 119th St Greenfield
anntimw@yahoo.com *emailed 11-24*

Yes ✓ Terry Wilde *address* *emailed 11-24-21*
 414 581 2431 Terry@Wildeworldview.com

No - wants to work in Milwaukee ✓ Brad Hays *Wd 11*
 414 541 4406 11964 W. Sarah Ct
bhhays1@att.net *emailed 11-24*

Yes ✓ Robert Kawczynski *emailed 11-24-21*
 414 281 9021 *3841 S. 37th St.*
Bobkaw1044@aol.com *address - Greenfield, WI 53221*

Yes ✓ Jason Jacobs *Wd. 18*
ijmoneyline@yahoo.com *emailed 11-24*
 262 444 3334
 2810 W. Upham Ave 53221

Yes in GL ✓ Timothy Rick *Not in Greenfield mil? per Sharon wants to work in GL*
007trick@gmail.com
 414 378 7617
 6520 W Howard Ave Unit 105 53220

Poll Worker Master List 2022-23

First Name	Last Name	Job Title	Party Affiliation	Address	City, State	Zip
Fawzia	Agayby	Election Inspector	Unaffiliated	4726 W. Layton Ave.	Greenfield, WI	53220
Cathy	Anderson	Chief Inspector	Unaffiliated	9110 W. Allerton Ave.	Greenfield, WI	53228
Cheryl	Bailey	Chief Inspector	Unaffiliated	4281 S. 81st St.	Greenfield, WI	53220
Rudy	Banyai	Election Inspector	Unaffiliated	3879 S. Oakbrook Dr.	Greenfield, WI	53228
Lisa	Barczyk	Election Inspector	Unaffiliated	5435 Morningside Lane	Greenfield, WI	53221
Janis	Barnier	Election Inspector	Unaffiliated	4920 W. Colonial Ct.	Greenfield, WI	53220
Kelly	Bartyczak	Election Inspector	Unaffiliated	3925 S. 84th St. #8	Greenfield, WI	53228
Cheryl	Bennett	Election Inspector	Unaffiliated	5038 S. Stonehedge Dr.	Greenfield, WI	53220
Kathryn	Berezowitz	Election Inspector	Unaffiliated	9248 W. Kensington Way	Franklin, WI	53132
Patricia	Blahnik	Alternate Chief Inspector	Unaffiliated	4944 W. Maple Leaf Circle	Greenfield, WI	53220
Judy	Blattner	Election Inspector	Unaffiliated	9610 W. Plainfield Ave.	Greenfield, WI	53228
Bernard	Blattner	Election Inspector	Unaffiliated	9610 W. Plainfield Ave.	Greenfield, WI	53228
Susan	Blenski	Election Inspector	Unaffiliated	4601 W. Holt Ave.	Greenfield, WI	53219
Roman	Blenski	Alternate Chief Inspector	Unaffiliated	4601 W. Holt Ave.	Greenfield, WI	53219
Lynn	Boerner	Said she doesn't want to wor	Rep. Party Aff.	3711 W. Loomis Road	Greenfield, WI	53221
Kathie	Boss	Election Inspector	Unaffiliated	5367 S. Hidden Dr.	Greenfield, WI	53221
Deborah	Brandt	Chief Inspector	Unaffiliated	6711 W. Tripoli Ave.	Milwaukee, WI	53220
Jaedon	Brandt	Election Inspector	Unaffiliated	9175 W. Sura Lane #203	Greenfield, WI	53228
Jean	Bronson	Election Inspector	Unaffiliated	5343 S. 48th St.	Greenfield, WI	53220
Thomas	Bronson	Election Inspector	Unaffiliated	5343 S. 48th St.	Greenfield, WI	53220
Arlene	Burger	Election Inspector	Unaffiliated	5047 S. 65th St.	Greenfield, WI	53220
Don	Carlson	Election Inspector	Unaffiliated	5082 W. Colonial Ct.	Greenfield, WI	53220
Carol	Chetney Fleming	Election Inspector	Unaffiliated	4838 S. Waterview Ct.	Greenfield, WI	53220
Mark	Chiappetta	Election Inspector	Unaffiliated	4622 S. 47th St.	Greenfield, WI	53220
Lynne	Cole	Election Inspector	Unaffiliated	11923 W. Waterford Ave.	Greenfield, WI	53228
Denise	Collins	Chief Inspector	Unaffiliated	4439 S. 38th St.	Greenfield, WI	53221
Brian	Counihan	Election Inspector	Unaffiliated	10141 W. Cold Spring Rd. #8	Greenfield, WI	53228
Michael	Crivello	Alternate Chief Inspector	Unaffiliated	4068 W. Granada St.	Greenfield, WI	53221
Linda	Cutting	Election Inspector	Unaffiliated	4380 S. Placid Dr.	Greenfield, WI	53220
Christine	Dadtka	Election Inspector	Unaffiliated	12191 W. White Oak Drive	Greenfield, WI	53228
Jerry	Davey	Election Inspector	Unaffiliated	5335 Sutton Place S	Greenfield, WI	53221
Murray	Davis	Election Inspector	Unaffiliated	4935 S. Greenbrook Terrace #132	Greenfield, WI	53220
Irene	Dawydiuk	Election Inspector	Unaffiliated	4434 S. 68th St.	Greenfield, WI	53220
Terri	Delke	Chief Inspector	Unaffiliated	7100 W. Layton Ave.	Greenfield, WI	53220

Poll Worker Master List 2022-23

Donna	Derse	Election Inspector	Unaffiliated	4929 S. 34th St.	Greenfield, WI	53221
Marlene	Dixon	Election Inspector	Unaffiliated	9025 W. Howard Ave. #106	Greenfield, WI	53228
Donna	Dolata	Election Inspector	Unaffiliated	9433 W. Layton Ave.	Greenfield, WI	53228
Audrey	Ellison	Chief Inspector	Unaffiliated	3473 S. 50th Place	Greenfield, WI	53219
Karen	Engels	Election Inspector	Unaffiliated	7103 W. Armour Ave.	Greenfield, WI	53220
Ruth	Faltinosky	Election Inspector	Unaffiliated	4218 S. 65th St.	Greenfield, WI	53220
Diane	Ferkovich	Election Inspector	Unaffiliated	4315 S. 47th St.	Greenfield, WI	53220
Thomas	Flemming	Election Inspector	Unaffiliated	5001 S. 69th Street	Greenfield, WI	53220
Roger	Frankowski	Chief Inspector	Unaffiliated	10515 W. Pallotine Dr.	Greenfield, WI	53228
Linda	Friedman	Election Inspector	Unaffiliated	4376 S. Placid Dr.	Greenfield, WI	53220
James	Frommell	Election Inspector	Unaffiliated	11755 W. Waterford Ave.	Greenfield, WI	53228
Joyce	Fularczyk	Election Inspector	Unaffiliated	3827 S. 77th St.	Milwaukee, WI	53220
Devan	Gracyalny	Chief Inspector	Unaffiliated	6028 W. Woodview Ct.	Greenfield, WI	53220
Stephen	Haas	Election Inspector	Dem Party Aff.	5846 S. 42nd St.	Greenfield, WI	53221
Matthew	Haugen	Election Inspector	Unaffiliated	5115 W. Midland Dr.	Greenfield, WI	53220
Brad	Hays	also on Milwaukee list & wants to work there	Rep. Party Aff.	11964 W. Sarah Ct.	Greenfield, WI	
Cynthia	Heikel	Election Inspector	Unaffiliated	5000 S. 107th St. #109	Greenfield, WI	53228
Annette	Holvey	Election Inspector	Unaffiliated	4505 W. Loomis Rd.	Greenfield, WI	53220
Joyline	Hornburg	Election Inspector	Unaffiliated	5240 S. Honey Creek Dr.	Greenfield, WI	53221
Patrick	Humpal	Election Inspector	Unaffiliated	4010 S. 104th St.	Greenfield, WI	53228
Jason	Jacobs	Election Inspector	Rep. Party Aff.	2810 W. Upham Ave.	Greenfield, WI	53221
Susan	Kartes	Election Inspector	Unaffiliated	5382 Cambridge Lane	Greenfield, WI	53221
Charles	Kafura	Election Inspector	Unaffiliated	4150 S. 124th St.	Greenfield, WI	53228
Robert	Kawczynski	Election Inspector	Rep. Party Aff.	3841 S. 37th St.	Greenfield, WI	53221
Diane	Kirchoff	Election Inspector	Unaffiliated	5612 S. 40th St.	Greenfield, WI	53221
Kathleen	Klapka	Election Inspector	Rep. Party Aff.	5963 S. 34th St.	Greenfield, WI	53221
Anne	Klinker	Election Inspector	Unaffiliated	5020 S. 55th St. #114	Greenfield, WI	53220
James	Koier	Election Inspector	Unaffiliated	4923 S. 81st St.	Greenfield, WI	53220
Bonnie	Konop	Alternate Chief Inspector	Unaffiliated	4463 S. 72nd Street	Greenfield, WI	53220
Jacqueline	Konrad	Election Inspector	Unaffiliated	4401 S. 48th St.	Greenfield, WI	53220
David	Konrad	Election Inspector	Unaffiliated	4401 S. 48th St.	Greenfield, WI	53220
Harry	Kraemer	Election Inspector	Unaffiliated	11923 W. Waterford Ave.	Greenfield, WI	53228
Mary	Lamping	Alternate Chief Inspector	Unaffiliated	6015 W. Bottsford Ave.	Greenfield, WI	53220

Poll Worker Master List 2022-23

Michael	Lamping	Election Inspector	Unaffiliated	6015 W. Bottsford Ave.	Greenfield, WI	53220
Lawrence	Lausier	Election Inspector	Unaffiliated	9744 W. Plainfield Ave.	Greenfield, WI	53228
Nancy	Lehrer	Chief Inspector	Unaffiliated	5230 Honey Creek Dr.	Greenfield, WI	53221
Linda	Levenhagen	Election Inspector	Unaffiliated	4873 S. Waterview Ct.	Greenfield, WI	53220
Mary	Lindquist	Election Inspector	Unaffiliated	9075 Highland Park Avenue #504	Franklin, WI	53132
Carolyn	Little	Election Inspector	Unaffiliated	3661 S. 34th St.	Greenfield, WI	53221
Tiffany	Maclin	Election Inspector	Unaffiliated	3700 S. Rivershire Drive #2	Greenfield, WI	53228
James	Marinkovich	Election Inspector	Unaffiliated	3938 S. 84th St.	Greenfield, WI	53220
Edward	Marshall	Election Inspector	Unaffiliated	4515 W. Tesch Ave.	Greenfield, WI	53220
Diane	McLean	Election Inspector	Unaffiliated	8560 W. Waterford Ave. #8	Greenfield, WI	53228
Julie	Mertes	Election Inspector	Unaffiliated	6100 W. Stonehedge Dr. #109	Greenfield, WI	53220
Marilyn	Metz	Election Inspector	Unaffiliated	3993 S. Prairie Hill Lane #201	Greenfield, WI	53228
Shirley	Meyer	Election Inspector	Unaffiliated	4200 S. 35th St. #310	Greenfield, WI	53221
Miriam	Miranda	Alternate Chief Inspector	Unaffiliated	4925 W. Forest Home Ave.	Greenfield, WI	53219
Michael	Mirer	Election Inspector	Unaffiliated	5027 West Midland Drive	Greenfield, WI	53219
Janet	Mittelstadt	Election Inspector	Unaffiliated	4951 S. 106th St.	Greenfield, WI	53228
Patricia	Monte	Election Inspector	Unaffiliated	6100 W. Stonehedge Dr. #146C	Greenfield, WI	53220
Robin	Muirhead	Election Inspector	Unaffiliated	8245 W. Plainfield Ave.	Greenfield, WI	53220
Janet	Murray	Alternate Chief Inspector	Unaffiliated	6660 W. Barnard Ave. #107	Greenfield, WI	53220
Maxine	Pais	Election Inspector	Unaffiliated	4940 S. Greenbrook Terrace #15202	Greenfield, WI	53220
Susan	Peter	Can't work here-lives in Caledonia	Rep. Party Aff.	formerly 5266 Somerset Lane S.	Greenfield, WI	53221
Ramona	Peterson	Election Inspector	Unaffiliated	5427 Somerset Lane	Greenfield, WI	53221
Linda	Pinkowski	Chief Inspector	Unaffiliated	3580 S. 44th St.	Greenfield, WI	53220
Barbara	Piotrowski	Alt. Chief Inspector	Unaffiliated	3628 S. 46th Place	Greenfield, WI	53220
Sandra	Pozniak	Election Inspector	Unaffiliated	4527 W. VanBeck	Greenfield, WI	53220
Dennis	Priest	Election Inspector	Unaffiliated	5448 Somerset Lane S	Greenfield, WI	53221
Jane	Priest	Election Inspector Wd 19	Unaffiliated	5448 Somerset Lane S	Greenfield, WI	53221
Donald	Reid	Alternate Chief Inspector	Unaffiliated	6100 W. Marcy Lane	Greenfield, WI	53220
Karen	Reske	Election Inspector	Unaffiliated	4345 S. 71st St.	Greenfield, WI	53220
Timothy	Rick	Election Inspector	Rep. Party Aff.	6520 W. Howard Ave. Unit 105		
Michele	Rinka	Election Inspector	Unaffiliated	5328 Sutton Place S	Greenfield, WI	53221
Gale	Roberts	Election Inspector	Unaffiliated	4696 S. 110th St.	Greenfield, WI	53228
Nancy	Roets	Chief Inspector	Unaffiliated	8925 W. Whitaker Ave.	Greenfield, WI	53228
Barb	Rutkowski	Election Inspector	Unaffiliated	5020 S. 55th St. #329	Greenfield, WI	53220

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Leon	Saryan	Chief Inspector	Unaffiliated	3714 W. Vogel Ave.	Greenfield, WI	53221
Kathryn	Schuette	Election Inspector	Unaffiliated	5002 S. Stonehedge Drive	Greenfield, WI	53220
Michael	Sellenheim	Election Inspector	Unaffiliated	4756 W. Maple Leaf Circle	Greenfield, WI	53220-2781
Sister Mariar	Siegel	Election Inspector	Unaffiliated	3953 S. Prairie Hill Ln. #309	Greenfield, WI	53228
Sue	Sorce	Election Inspector	Unaffiliated	6100 W. Stonehedge Dr. #370D	Greenfield, WI	53220
Geralyn	Spankowski	Election Inspector	Unaffiliated	3745 S. 56th St.	Greenfield, WI	53220
Jean	Steinbach	Election Inspector	Unaffiliated	5456 Morningside Lane	Greenfield, WI	53221
Nancy	Steinbrenner	Election Inspector	Unaffiliated	11436 W. Cold Spring Rd.	Greenfield, WI	53228
Veronica	Streich	Election Inspector	Unaffiliated	4621 S. 35th St.	Greenfield, WI	53221
Richard	Sujecki	said he wants to work in West Allis	Rep. Party Aff.	12247 W. Verona Ct.	West Allis, WI	
James	Surfus	Election Inspector	Unaffiliated	5036 S. 101st St.	Greenfield, WI	53228-3201
Mary	Szukalski	Election Inspector	Unaffiliated	3841 W. Barnard Ave.	Greenfield, WI	53221
Charles	Terski	Chief Inspector	Unaffiliated	4940 S. Greenbrook Terrace #151	Greenfield, WI	53220
Janet	Tesch	Election Inspector	Unaffiliated	5421 S. Butterfield Way	Greenfield, WI	53221
Virginia	Thurrow	Election Inspector	Unaffiliated	4940 W. Vollmer Ave.	Greenfield, WI	53219
Jerry	Tollefson	Election Inspector	Unaffiliated	4044 S. 76th Street	Greenfield, WI	53220
Judith	Vander Grinten	Election Inspector	Unaffiliated	3811 S. 35th St. #A	Greenfield, WI	53221
Ann	Walther	Election Inspector	Rep. Party Aff.	4500 W. 119th St.	Greenfield, WI	53228
Janis	Waraxa	Election Inspector	Unaffiliated	3455 S. 104th St.	Greenfield, WI	53227
Terry	Wilde	Election Inspector	Rep. Party Aff.	unknown		
Neil	Winchell	Election Inspector	Unaffiliated	3586 S. 109th St.	Greenfield, WI	53228
Sally	Zorko	Election Inspector	Unaffiliated	5055 S 66th St.	Greenfield, WI	53220
Gerald	Zorko	Election Inspector	Unaffiliated	5055 S 66th St.	Greenfield, WI	53220

Z:\Elections\2022 Elections\Poll Worker Master List 2022-23 no phone or email



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 23, 2021

RELATING TO:

Discussion and decision to **approve an agreement for a Targeted Runoff Management Grant from the Wisconsin Department of Natural Resources to fund channel improvements within the Honey Creek.**

SUMMARY:

The City of Greenfield has received a grant in the amount of \$225,000 to fund channel improvements within the Honey Creek.

The overall project will reduce flooding, improve water quality, improve wildlife habitat, and enhance recreation along the Honey Creek.

The focus of the project will be between 43rd Street and Layton Avenue.

Neighborhood Services is concurrently applying for or has received other grants that could be used in combination to fund all or part of the project costs.

FINANCIAL:

RECOMMENDATION:

Approve an agreement for a Targeted Runoff Management Grant from the Wisconsin Department of Natural Resources to fund channel improvements within the Honey Creek.

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

LICENSE AGREEMENT

THIS LICENSE, Made and entered into this ____ day of _____, 2021, by and between **Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies**, hereinafter referred to as "Licensor", and the **City of Greenfield, a municipal corporation**, hereinafter referred to as "Licensee"; (Individually sometimes referred to as "Party", collectively as "Parties").

WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to develop, at Licensee's sole cost and expense, and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail (hereinafter "Premises") and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), which Premises is located **north of W. Cold Spring Rd. from US 894 east to S. 60th St, being a part of the NE ¼ of Section 20, NW and NE ¼ of Section 21, NW and NE ¼ of Section 22 and NW ¼ of Section 23, Township 6 North, Range 21 East, in Milwaukee County, Wisconsin**. The License and permission herein granted is subject to the following conditions:

1. **Term:** The term of this License Agreement (hereinafter "License") shall be for a period of **twenty (20) years** (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")
2. **Termination:** Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least **180 days** prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than 90 days after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands.
3. **Non Use:** Licensee shall have one (1) full year, beginning at the Commencement Date of this License, to begin construction of the Trail and one (1) full year after the start of construction to complete construction, as permitted herein. If Licensee fails to begin construction of the Trail within one (1) year of the Commencement Date or complete construction of the Trail within one (1) year, this License shall terminate immediately without notice from Licensor.
4. **Base Rent:** During the Initial Term and extensions thereto, no Base Rent shall be due.
5. **Assignment:** Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License unless otherwise approved by Licensor in writing.
6. **Acceptance of Premises:** Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the licensed Lands and

Trail have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Lands and Premises or not.

7. **Permitted and Prohibited Uses:** The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing a recreation trail and permitted appurtenances thereto for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Lands or Premises at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Premises. However, Licensee shall be permitted to use motorized vehicles for the patrol, maintenance and other permitted uses of the Lands and Premises. The Licensee also agrees that no horses will be used or permitted on the Lands and Premises. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on the Lands and Premises.
8. **Signage:** Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Lands and Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently as desired by Licensor. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Lands or Premises.
9. **Zoning and Permits:** Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, a copy of the final permits must be provided to the Licensor prior to the commencement of any work on the Lands or Premises by Licensee and upon reasonable time for Licensor to review the permits.
10. **Governmental Jurisdiction:** Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of the **City of Greenfield, Milwaukee County**, State of Wisconsin and all other governmental bodies having jurisdiction, over the operation of Licensee's or Licensor's business or occupation of the Lands and Premises.
11. **Construction and Other Liens:** Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands or to charge the Base Rent payable hereunder, if any, for any claim in favor of any person dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs. Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises and Lands by or at Licensee's direction on which any lien is or can be validly and legally asserted

against its interest in the Premises or the improvements thereon and that it will save and hold Licensor harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the Leasehold estate or against the right, title and interest of the Licensor in the Premises and Lands or under the terms of this License. Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensor's or its mortgagees' interest in the Premises and Lands to be placed upon the Premises or Lands arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay same. Licensee shall provide Licensor with Lien Waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises or Lands. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensor to Licensee and Licensee has not posted with Licensor a bond in the amount of at least 125% thereof, Licensor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Licensee to Licensor and shall be paid to Licensor immediately on presentation of a bill therefor. Notwithstanding the foregoing, Licensee shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Licensor and Licensor's mortgagee in the Lands, and Licensor and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Licensor and any such mortgagee. If Licensee has posted a bond with Licensor in the amount of 125% of the liens, such liens can and will be cleared within 180 days of filing. However, Licensor reserves the right at any time prior to the expiration of said 180 day period to make a demand on said bond to clear its title in the event such liens would prevent Licensor's lawful use or transfer of its property in any way or to prevent any loss of Licensor's fee simple ownership rights. Licensor reserves the right to make demand on any such bond immediately upon expiration of said 180 day period. Licensor agrees to notify Licensee of its intent to secure the release of any such liens from the posted bond. No temporary or permanent construction may occur in wetlands. If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE"). The Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits.

12. **Diggers Hotline:** Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Lands and Premises in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Lands, Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.
13. **Plan Review and Approval:** Licensee shall submit to Licensor and to ATC for its review and written approval, detailed site plans and construction drawings (hereinafter "Plans") showing the proposed location of the Trail with respect to the Lands and Utility Facilities, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. If Licensee intends to use any fill on Licensor's Lands, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensor for the presence of Hazardous Material as defined in Section _____ hereinafter. Licensee will not install or construct or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved plans for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.
14. **Height Restrictions:** Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Lands or Premises having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.

15. **Runoff Control:** Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources (hereinafter "WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
16. **Drainage and Grade Changes:** Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Lands or Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands and Premises, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced; they can not be removed, filled or otherwise blocked.
17. **Maintenance and Landscaping:** Licensee shall, at its sole cost and expense, keep the Licensed Lands and Premises routinely mowed, free of weeds to the satisfaction of the local Weed Commissioner and Licensor. **Lawn mowing duties will be shared with Licensor. Licensee will mow all grass as illustrated "purple" shown in Exhibit "A" and Licensor shall mow all grass as illustrated in "red" as shown in Exhibit "B".** Licensor reserves the right to trim and/or cut down any trees and shrubs on the Lands and Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, and perform such other landscaping maintenance including trimming and/or cutting down any trees and shrubs to maintain an appearance suitable for use as a Trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Lands or Premises without the express written permission of the Licensor. Licensee agrees to keep the Lands and Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
18. **Work Standards:** During construction, use of and repairs or maintenance to the Lands or Premises pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee on the Lands or Premises shall be performed in such a manner as not to interfere with the use of Licensor's Lands for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date.
19. **Damage to Facilities:** Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises by Licensee, its employees, agents, contractors, customers or invitees. In the event the Lands, Premises or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted

on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.

20. **Movement of Licensor Facilities:** In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of Licensor's Lands and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof but Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith.
21. **Proximity to Gas Lines/Facilities:** During construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises pursuant to this License, while in proximity to gas lines and gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the gas lines or gas facilities being placed in violation of any applicable law or regulation. In the event the Lands, Premises, adjoining lands or existing gas facilities or related facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
22. **Solid Waste:** Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Lands or Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the Lands and Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Lands, Premises or elsewhere.
23. **Hazardous Materials:** Licensee its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Licensor's adjoining lands. The use and/or storage of Hazardous Material by or for any assignee is prohibited. Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Licensor or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Lands, Premises or elsewhere; or (b) the condition, use, or enjoyment of any other real or personal property.

As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any oil, petroleum products, and their byproducts; and

- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Licensee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises or Lands by the Licensee and the Licensee shall give immediate notice to the Licensor of any violation or potential violation of the provisions of this Section _____. Licensee shall defend, indemnify, and hold harmless Licensor and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- aa. The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;
- bb. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material;
- cc. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or
- dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this License.

Provided Licensee is not in violation of any federal, state or local laws, rules, ordinances or orders existing at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of any antifreeze, oil, petroleum products and their byproducts from Licensee's vehicles or those of its employees, contractors, visitors and invitees affecting the Premises and Lands and provided any such discharge, release or emission is in the typically small amounts associated with parking lot and driveway usage, Licensee shall not be considered to be in violation of this Section. Any larger discharge, leak, release or emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the products must be quickly and thoroughly cleaned up by Licensee and properly disposed of off Licensor's lands or Licensee will be considered in violation of this Section.

Licensee shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of its vehicles or the vehicles of its employees, agents, contractors and invitees.

Nothing contained herein shall be construed to preclude Licensee from using Hazardous Materials in the routine maintenance of the Lands or Premises without the prior consent of Licensor so long as such materials are readily available to the general public or are applied by a contractor licensed for such application and are used in compliance with federal, state or local laws and regulations for its intended purpose and is applied in the manner and quantities recommended by the product manufacturer and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

24. **Job Inspector Notification:** Licensee agrees to contact Rollie Simatic 414-944-5955 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:

- a) At least seven (7) days prior to the commencement of the project herein permitted.

- b) Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration.
- c) Within seven (7) calendar days after the restoration has been completed.
- d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken.

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Lands and Premises and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

- 25. **Indemnification/Insurance:** Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Lands and Premises resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor. Licensee agrees to deliver to the Licensor a certificate to the effect that it has in full force and effect a comprehensive general liability insurance policy, which may be supplemented by an umbrella policy, issued by a reputable insurance company and Bodily Injury Liability coverage in the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability coverage in the amount of \$250,000 each accident, and further providing that Licensor will receive at least ten (10) days notice in writing of any cancellation thereof and naming Licensor as an additional insured. Licensee agrees to continue such insurance in force during the entire term of this License, and shall furnish like certificates for any renewal thereof.
- 26. **Safety and Protection:** The Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. The Licensee agrees to maintain the same in good condition, repair and appearance at all times. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Lands and Premises and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Lands, Premises or facilities.
- 27. **Galvanic/Stray Current/Grounding:** Licensee agrees to release Licensor from any responsibility for damage or personal injury resulting from electromagnetic fields electrolysis due to local galvanic or stray current conditions on or along said Lands. Further, Licensee agrees to assume all costs for electrolysis protection. All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor.

28. **Removal of Improvements:** Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail surfaces and drainage structures from the Lands or Premises. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
29. **Restoration:** Licensee agrees to restore or cause to restore the Lands and Premises of Licensor to the condition existing prior to any disturbance to such Lands and Premises. Licensee further agrees that upon the earlier termination or expiration of this License by either Party, the Lands, including the Premises shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of Lands and Premises. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.
30. **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
31. **Taxes:** During the License Term, Licensee shall be responsible for all taxes on the Licensed Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensor's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensor shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Licensed Space (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee. Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensor in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensor is ultimately successful. If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Licensor under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensor hereunder shall be reimbursable to Licensor by Licensee as Additional Rent
32. **Breach of License:** In the event Licensee shall breach or violate any of the terms, conditions or provisions of this License, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensor, without liability to Licensee, without notice or demand, to declare said License terminated and to re-enter the Premises either with or without process of law and to expel,

remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Lands and Premises again as before this grant of License without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensors shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensors for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensors prevail.

33. **Licensors Right to Enter:** The Licensors reserve unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order to verify Licensee's compliance with the Lease terms, iii) for access to Licensors' Lands including the Premises, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises and the Lands without liability to Licensee, the same as though this License had not been entered into. Licensors or ATC through Licensors may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises upon notice to do so in the event Licensors deem it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensors or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensors and/or ATC deem necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensors to do so. Licensors and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensors that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.

34. **Paramount Rights:** The rights of the Licensors and ATC to utilize the Lands and Premises in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensors from granting rights to other Parties or persons in, upon or under the Lands and/or Premises for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.
35. **Fees and Charges:** As a condition of the agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensors, which consent shall not be unreasonably withheld.
36. **Alcoholic Beverages Prohibited:** Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Lands and Premises.
37. **Police Protection:** Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.
38. **Notices:** All notices to Licensors shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to **Wisconsin Electric Power Company, Property Management, Room A252, 231 West Michigan Street, Milwaukee, Wisconsin 53201**, or at such other address or place as Licensors may from time

to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery.

All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail addressed to _____, or at such other place as Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.

39. **Waiver of Terms and Conditions:** Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
40. **Costs and Attorney Fees:** Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced. In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
41. **No Joint Venture:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licensor and Licensee, to make them joint ventures, nor to make Licensor in any way responsible for the debts or losses of Licensee.
42. **Obligations Survive:** All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the term of this License shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands.
43. **Binding Effect:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section hereof.
44. **Captions:** The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License nor in any way affect this License.
45. **Severability of Provisions:** If any term, covenant or condition of the License or the application thereof to any person or Party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, Parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.
46. **Interpretation:** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
47. **Acceptance:** Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions.

The covenants herein contained shall bind the Parties mutually and their respective successors and assigns.

IN WITNESS WHEREOF, the said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be signed by Tonya M. Peters, its Manager of Property Management on the _____ day of _____, 2021, and the said **City of Greenfield**, has caused these presents to be signed by its _____ and its _____ and its corporate seal to be hereunto affixed this _____ day of _____, 2021.

In Presence Of:

WISCONSIN ELECTRIC POWER COMPANY
(Licensor)

By _____
Tonya M. Peters, Manager of Property Management

CITY OF GREENFIELD
(Licensee)

By: _____
Name: _____
Title: _____

ATTEST:

By _____

R:\Data\as\Real Estate\Recreation Trails\Recreation Trails\REC TRAIL LICENSES\Milwaukee County\Greenfield Trail 108-60Streets\21-0051 Greenfield_Powerline Phase 1 Trail License.doc

This document was drafted by Kerry Paruleski on behalf of We Energies, P. O. Box 2046, Milwaukee, Wisconsin 53201.

Exhibit “A”

Trail limits starting at STA 98+88.75 to the end point at STA 260+98.07.

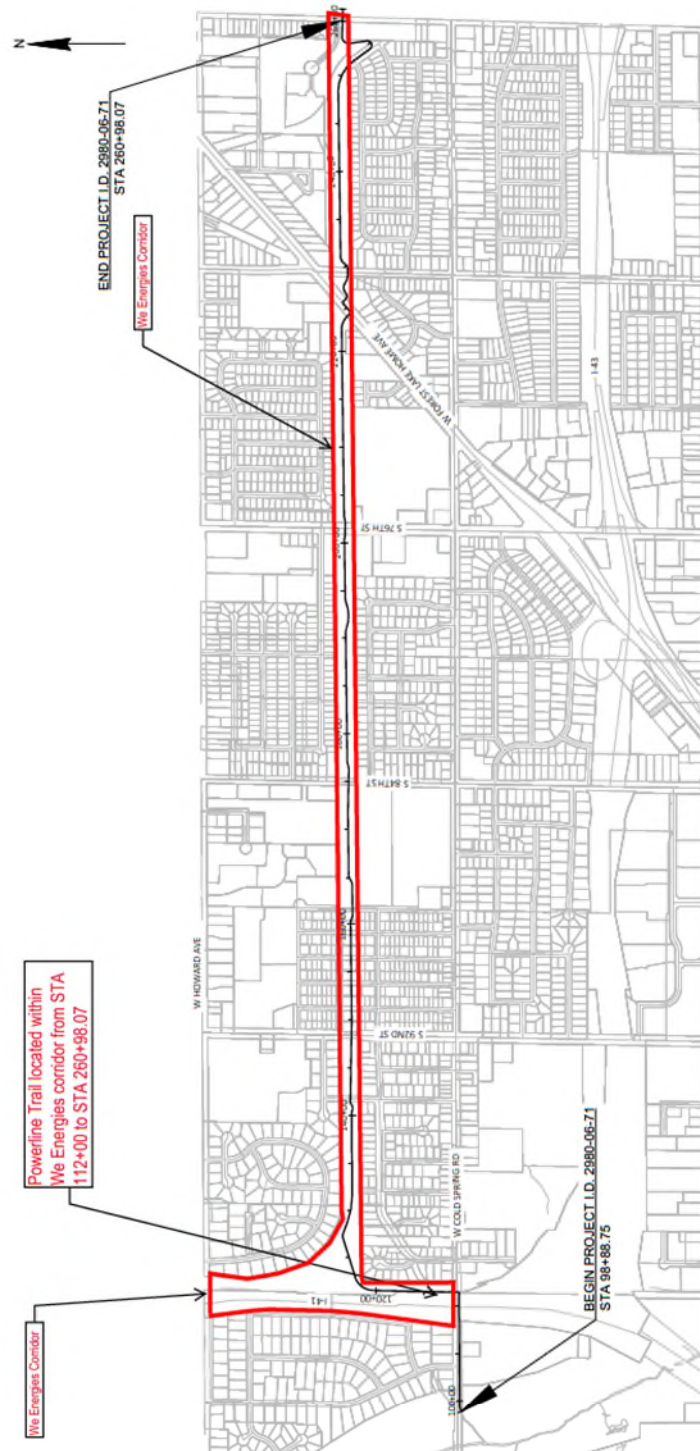
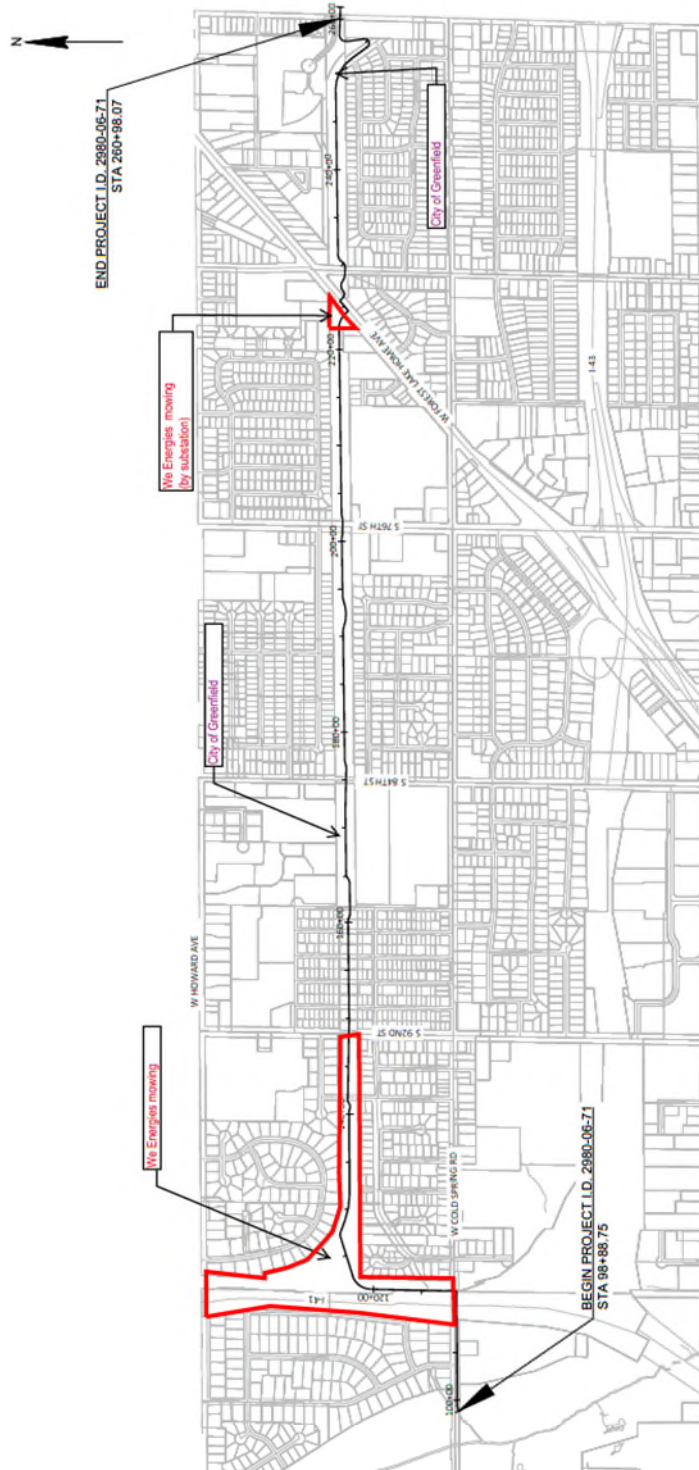


Exhibit "B"

City of Greenfield will maintain all lawn mowing duties EXCEPT as depicted below (We Energies will cut the grass as shown).

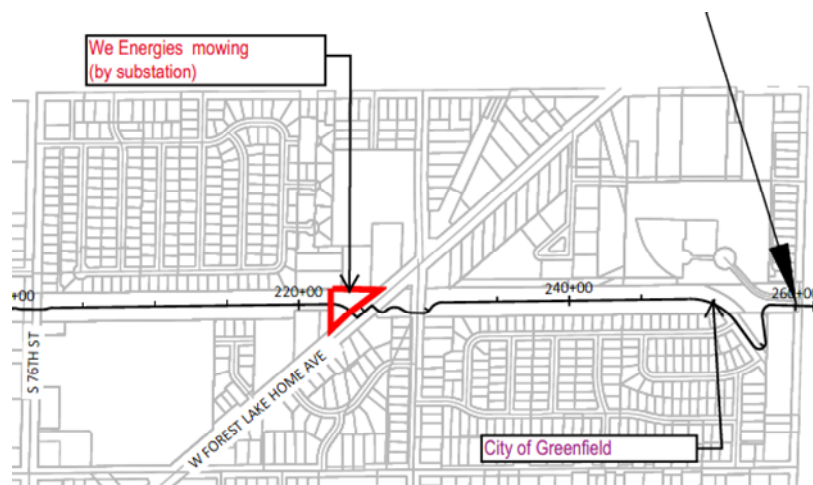
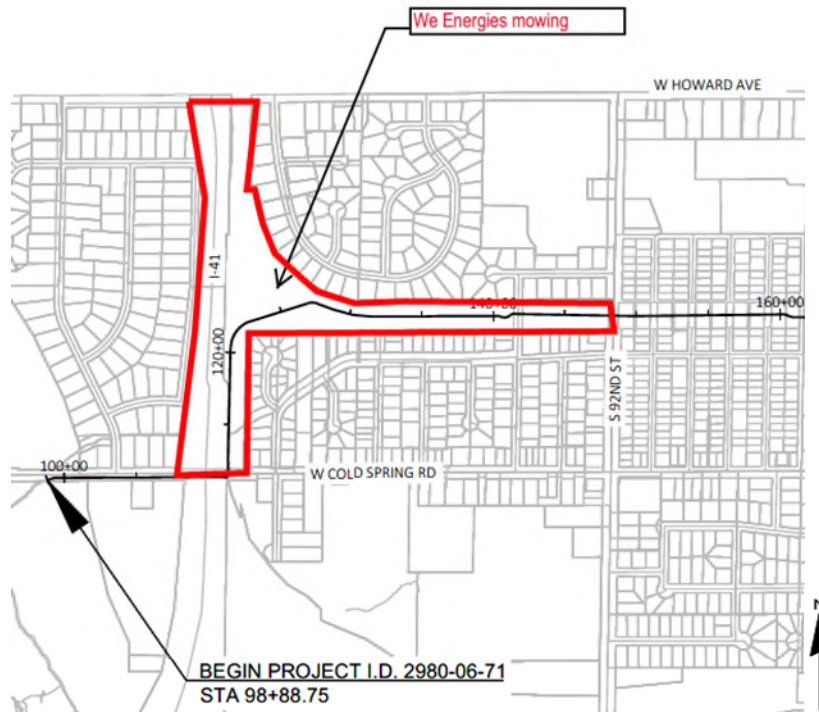


*City of Greenfield will maintain all lawn mowing duties within the trail corridor EXCEPT as depicted on this map and shown as "We Energies Mowing"

Exhibit "B" continued

City of Greenfield will maintain all lawn mowing duties EXCEPT as depicted below (We Energies will cut the grass as shown).

I94 N/S Corridor to 92nd Street



We Energies Substation Property



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 23, 2021

RELATING TO:

Discussion and decision to **approve a license agreement with WE Energies for the Powerline Trail.**

SUMMARY:

WE Energies has agreed to permit the City of Greenfield to build the Powerline multi-use recreation trail on lands it owns.

A license agreement between the City and WE Energies defines the terms and conditions.

FINANCIAL:

RECOMMENDATION:

Approve a license agreement with WE Energies for the Powerline Trail.

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



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

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RELATING TO:

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A license agreement between the City and WE Energies defines the terms and conditions.

FINANCIAL:

RECOMMENDATION:

Approve a license agreement with WE Energies for the Powerline Trail.

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



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 23, 2021

RELATING TO:

Discussion and decision to **approve an agreement with Resource Environmental Solutions for maintenance along the Wildcat Creek in Kulwicki Park.**

SUMMARY:

On 2018 the City of Greenfield used grant funding to improve the Wildcat Creek where it flows through Kulwicki Park.

The project included the planting of native grasses and flowers along the stream bank.

Establishing a native planting requires maintenance to remove weeds for the first five years.

This agreement with Resource Environmental Solutions is for the final two years of maintenance.

FINANCIAL:

Two years of maintenance for a total cost of \$4,900.

RECOMMENDATION:

Approve an agreement with Resource Environmental Solutions for maintenance along the Wildcat Creek in Kulwicki Park.

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



627 South 89th Street
Milwaukee, WI 43214

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

Project Information

Quote

Wildcat Creek Maintenance 2023 & 2024
RES # OP01580

November 17, 2021

Jeff Katz
City of Greenfield
7325 W. Forest Home Ave
Greenfield, WI 53220

Thank you for the opportunity to submit a quote for two more years of maintenance at the Wildcat Creek site. We will be happy to answer any questions that you may have about our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Deanna Nickey", with a stylized flourish at the end.

Deanna Nickey, Restoration Manager
Resource Environmental Solutions (RES)
920.390.0642
dnickey@res.us

A handwritten signature in black ink, appearing to read "Travis Lanser", with a stylized flourish at the end.

Travis Lanser, Estimator
Resource Environmental Solutions (RES)
262.895.9005
tlanser@res.us

Scope of Work and Estimate

Item	Qty	Unit	Unit Cost	Extended
2022 Maintenance	1	LS	\$2,400.00	\$2,400.00
2023 Maintenance	1	LS	\$2,500.00	\$2,500.00
Total				\$4,900.00

Notes:

1. This quote is valid for 60 days.
2. Upon acceptance of this quote by the Owner/Client, please sign the attached Services Agreement necessary for acceptance of the contract by each party.

3. RES is a non-union shop. Prevailing Wages rates have not been included in the above price.
4. **Quote is exclusive of sales tax.** Client/Owner shall pay all applicable sales or use taxes, or provide RES with a sales tax exemption certificate to support any exemption.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into effective as of _____ (the “Effective Date”), by and between City of Greenfield, having its offices at 7325 W Forest Home Avenue Greenfield, Wisconsin 53220 (hereinafter called “Project Owner”), and RES Great Lakes, LLC dba Applied Ecological Services, having its office at c/o Resource Environmental Solutions, LLC, 6575 West Loop South, Suite 300, Bellaire, Texas 77401 (hereinafter called “Service Provider” and, together with the Project Owner, the “Parties” and, each individually, a “Party”).

RECITALS:

WHEREAS, Project Owner desires to engage Service Provider to provide the Services (defined below), and Service Provider is willing to perform such Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the Parties agree as follows:

AGREEMENTS:

1. Appointment. Service Provider shall perform the services described on Schedule 1 attached hereto (collectively, the “Services”). The Parties may agree in writing to amend Schedule 1 from time to time.
2. Term and Termination.
 - (a) The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until the date upon which the Services are completed, unless sooner terminated by mutual written consent of the Parties; provided that, in the event that a Party (the “Defaulting Party”) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 60 days after receipt of written notice of such breach, then the other Party may terminate this Agreement, effective upon written notice to the other Defaulting Party.
 - (b) Notwithstanding anything to the contrary herein, if Project Owner fails to pay any amount when due hereunder: (a) and such failure continues for ten (10) days after Project Owner's receipt of written notice of nonpayment; or (b) more than once during the Term, then Service Provider (1) may retain all prior payments received as liquidated damages, (2) cease providing Services unless and until such breach is cured to Service Provider's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to Project Owner.
 - (c) The rights and obligations of the Parties set forth in this Section 2 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

3. Limited Warranty and Limitation of Liability.

- (a) Service Provider warrants that it shall perform the Services:
 - (i) In accordance with the terms and subject to the conditions set out in this Agreement;
 - (ii) Using personnel of industry standard skill, experience and qualifications; and
 - (iii) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- (b) Service Provider's sole and exclusive liability and Project Owner's sole and exclusive remedy for breach of this warranty shall be as follows:
 - (i) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 60 days) after Project Owner's written notice of such breach, Project Owner may, at its option, terminate this Agreement in accordance with Section 2(a).
 - (ii) In the event this Agreement is terminated pursuant to Section 3(b)(i) above, Service Provider shall within 30 days after the effective date of termination, refund to Project Owner any fees paid by the Project Owner as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Deliverables (as defined below) or Services up to and including the date of termination on a pro-rated basis.
 - (iii) The foregoing remedy shall not be available unless Project Owner provides written notice of such breach within 30 days after delivery of the Services.
- (c) SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 3. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

4. Subcontracts. Service Provider shall be permitted, at its sole cost and expense, to enter into one or more contracts with third parties for the performance of all or any portion of the Services (each, a "Subcontractor"), and Service Provider shall direct and supervise such Subcontractors consistent with Service Provider's obligations hereunder.

5. Insurance. Throughout the Term, Project Owner and Service Provider each shall obtain and maintain commercial general liability insurance on an occurrence basis and other customary insurance policies, including but not limited to Worker's Compensation insurance as required by statute, with the other Party as insureds, with limits of not less than One Million and No/100 Dollars (\$1,000,000) each occurrence combined single limit on bodily injury, death or property damage.

Each Party's insurance shall be primary and non-contributory to any insurance otherwise carried by the other Party.

6. Waiver of Subrogation. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROJECT OWNER AND SERVICE PROVIDER HEREBY WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE OTHER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AFFILIATES, SERVANTS OR SHAREHOLDERS FOR ANY LOSS OR DAMAGE TO PROPERTY OWNED OR CONTROLLED BY THE WAIVING PARTY BY REASON OF FIRE, THE ELEMENTS, OR ANY OTHER CAUSE WHICH IS COVERED BY THE INSURANCE POLICIES REQUIRED TO BE CARRIED HEREUNDER, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY HERETO, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AFFILIATES, SERVANTS OR SHAREHOLDERS. THIS SECTION 6 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

7. Project Owner's Obligations. The Project Owner shall:

(a) Respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services.

(b) Cooperate with Service Provider in its performance of the Services and provide access to Project Owner's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

(c) Without limiting Section 7(b), to the extent applicable Project Owner hereby (i) grants to Service Provider and its affiliates, employees, agents, consultants, contractors and subcontractors (collectively, "Service Provider Parties") the right to enter and exit the property on which the Services will be performed (the "Property") at such reasonable times to allow such parties to perform the Services, (ii) represents and warrants that (A) Project Owner has the authority to grant such rights to Service Provider Parties, and (B) Project Owner is aware of no agreement binding on Project Owner or the Property that could reasonably be expected to interfere with Service Provider Parties' ability to enter the Property and perform the Services, and (iii) covenants and agrees that it will take no action, or fail to take any action, that would impair Service Provider Parties' ability to enter or exit the Property or perform the Services. In the event Service Provider reasonably believes that any of the foregoing are untrue, Service Provider shall provide prompt written notice thereof to Project Owner and shall have the right to interrupt Services until such issues have been resolved to Service Provider's reasonable satisfaction.

(d) Take all steps necessary, including obtaining any required licenses or consents, to prevent Project Owner-caused delays in Service Provider's provision of the Services.

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and

domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product and other materials that are delivered to Project Owner under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the “Deliverables”) shall be owned by Service Provider. Service Provider hereby grants Project Owner a license to use all intellectual property rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Project Owner to make reasonable use of the Deliverables and the Services.

9. Limitation of Liability.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) EACH PARTY EXPRESSLY AGREES THAT THE MEMBERS, MANAGERS, AFFILIATES, PARTNERS AND SHAREHOLDERS OF ANY DEFAULTING OR BREACHING PARTY HEREUNDER ARE NOT LIABLE FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES ARISING FROM SUCH PARTY’S BREACH OR DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(c) IN NO EVENT SHALL SERVICE PROVIDER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Compensation to Service Provider.

(a) Project Owner shall pay to Service Provider the amounts set forth on Schedule 2, which amounts shall become fully due and payable within thirty (30) days after the receipt by Project Owner of an invoice. Service Provider will invoice Project Owner on a monthly basis.

(b) All amounts required to be paid by Project Owner under this Agreement (a) shall be paid by wire transfer in accordance with instructions to be provided by the Service Provider, in good and sufficient funds, or by other method reasonably acceptable to the Service Provider, and (b) once paid shall be deemed fully earned by the Service Provider and non-refundable.

(c) Upon expiration of the Term or any earlier termination of this Agreement, Project Owner shall pay to Service Provider all amounts which have become payable under this Section 10 or, in the case of milestone payment not yet due, but that have not yet been paid, and such payment obligations shall survive termination of this Agreement. Except for invoiced payments that the Project Owner has successfully disputed, all late payments shall bear interest at the lesser of the rate of 5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

(d) Project Owner shall reimburse Service Provider for all reasonable expenses incurred in accordance with the performance of the Services within thirty (30) days of receipt by the Project Owner of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.

(e) Project Owner shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Project Owner hereunder; provided, that, in no event shall Project Owner pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

11. Miscellaneous.

(a) Force Majeure. Except for the payment of monetary amounts due pursuant to Section 10 hereof, no Party shall be liable or responsible for failure to satisfy its obligations hereunder if such failure is attributable to Force Majeure. As used herein, “Force Majeure” means any of the following: fires, floods, storms, earthquakes, other weather events, strikes, riots, acts of God (including epidemics), shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, adverse determinations from any such parties, delays in permitting or approvals from any governing bodies, changes to the scope of work that extend the time period necessary to complete the Services, delays to a Party that are caused by the other Party or any third party, the migration of endangered species onto the property where the Services are to be performed, discovery of environmental contamination or other adverse site conditions that suspend or delay the performance of the Services, the actions, faulty work or defective work of any third party for whom the delayed Party is not responsible, or any other causes of any kind whatsoever which are beyond the reasonable control of the responsible Party.

(b) Amendments. This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties.

(c) Provision to Third Parties. Neither this Agreement nor the terms hereof nor any confidential information disclosed in connection herewith may be furnished to any

third party, including governmental entities, without the written consent of all Parties, such consent not to be unreasonably withheld, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not be deemed to prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. The terms and conditions of this paragraph shall survive termination of this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas (the “State”).

(e) Counterparts; Execution. This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

(f) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section 11(f)). Unless otherwise agreed herein, all Notices must be delivered by (i) personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) or (ii) by electronic mail addressed to the electronic mail address set forth on the signature page hereto for the Party to be notified with a confirmation copy delivered by another method permitted under this paragraph. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements hereof.

(g) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement (including any schedule, exhibits or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Project.

(h) Third Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

(i) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(j) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Project Owner and Service Provider have executed this Agreement effective as of the Effective Date.

SERVICE PROVIDER:

RES Great Lakes, LLC dba Applied Ecological Services

By: _____
Name: _____
Title: _____

Address:

PO Box 256, 17921 W. Smith Road
Brodhead, WI 53520

Attn: _____
Email: _____

With copies of all notices to:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Lilly Van Maele
Email: lvanmaele@res.us

IN WITNESS WHEREOF, Project Owner and Service Provider have executed this Agreement effective as of the Effective Date.

PROJECT OWNER:

City of Greenfield

By: _____

Name: _____

Title: _____

Address:

Attn: _____

Email: _____

SCHEDULE 1

SERVICES

See Schedule 2 for Services and Compensation

SCHEDULE 2
COMPENSATION

Item	Qty	Unit	Unit Cost	Extended
2022 Maintenance	1	LS	\$2,400.00	\$2,400.00
2023 Maintenance	1	LS	\$2,500.00	\$2,500.00
Total				\$4,900.00



PROPOSAL/ STATEMENT OF WORK (SOW)

by and between

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

Dated: July 12, 2021

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

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

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

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

Implementation Timeline. Access to the Rebound Provider Network and advocacy services shall commence on or around January 1, 2022.

Fees.

Initial Term – Year 1. Total Fees due and payable for the Services performed during the initial term of January 1, 2022 to December 31, 2022 will be ***Fourteen Thousand Two Hundred Dollars and 00/100 Cents*** (\$14,200 = \$100 x 142 total members) payable by January 1, 2022.

Year 2. Total Fees due and payable for the Services performed during the term of January 1, 2023 to December 31, 2023 will be ***Seventeen Thousand Seven Hundred Fifty Dollars and 00/100 Cents*** (\$17,750 = \$125 x 142 total members) payable by January 1, 2023.

Year 3. Total Fees due and payable for the Services performed during the term of January 1, 2024 to December 31, 2024 will be ***Twenty One Thousand Three Hundred Dollars and 00/100 Cents*** (\$21,300 = \$150 x 142 total members) payable by January 1, 2024.

Client Representative.

Name: _____

Email: _____

Telephone Number: _____

Client Entities:

Terms and Conditions. This SOW adopts and incorporates by reference Rebound’s standard terms and conditions, attached hereto as Exhibit A. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such SOW. By accepting this SOW, Client confirms Client has read and accepts the terms and conditions pursuant to Section 18 thereof. Notwithstanding Section 12 of the terms and conditions, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written.

REBOUND:

CLIENT:

Tactical Athlete Health and Performance Institute LLC

By: _____

Luis Rivera, Founder and CEO

By: _____

Name: _____

Title: _____

Address: _____



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Rebound Terms and Conditions

Rebound Terms and Conditions

1. Applicability. These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the services (“**Services**”) by client set forth in the Proposal (“**Client**”) from Tactical Athlete Health and Performance Institute LLC d/b/a Rebound (“**Service Provider**” and together with Client, the “**Parties**”, and each a “**Party**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the services covered hereby, these Terms shall prevail to the extent they are inconsistent with those terms and conditions. The accompanying Statement of Work, defined below, and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms shall apply to this Statement of Work and any subsequent orders, agreements, or Statements of Work and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such Statement of Work. Execution of the Statement of Work constitutes acceptance of these Terms.
2. Services. Service Provider shall provide to Client the Services set out in one or more statements of work or proposals to be issued by Client and accepted by Service Provider (each, a “**Statement of Work**”). Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Client Contract Manager, appointed pursuant to Section 1(a) and Section 4.1, respectively.
3. Service Provider Obligations. Service Provider shall:
 - 3.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:

following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to these Terms (the “**Service Provider Contract Manager**”).

(b) A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider Contract Manager, “**Provider Representatives**”).

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3.2 Make no changes in Provider Representatives except:

(a) Following notice to Client.

(b) Upon the resignation, termination, death or disability of an existing Provider Representative.

4. Client Obligations. Client shall:

4.1 Designate one of its employees to serve as its primary contact with respect to these Terms and to act as its authorized representative with respect to matters pertaining to these Terms (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

4.2 Require that the Client Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

4.3 Cooperate with Service Provider in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

4.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.

5. Fees and Expenses.

5.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client shall pay an additional percentage fee for any invoices paid by credit or debit card.

5.2 Client shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work within thirty (30) days of receipt by the Client of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.

5.3 Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the highest rate permissible under applicable law, calculated daily and

compounded monthly. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

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6. Limited Warranty and Limitation of Liability.

6.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and these Terms.

(b) Using personnel of commercially reasonable skill, experience, and

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

6.2 Service Provider's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 2.

6.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. Confidentiality. From time to time during the Term, either Party (as the **Disclosing Party**) may disclose or make available to the other Party (as the **"Receiving Party"**), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (**"Confidential Information"**); provided, however, that "Confidential Information" does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. During the Term and for the twelve (12) months thereafter, the Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 8 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, members, managers, attorneys, accountants, and financial advisors.

9. Term, Termination, and Survival.

9.1 These Terms shall commence as of the date of the first Statement of Work and shall continue thereafter for a period of three (3) years unless sooner terminated pursuant to Section 2 or Section 9.3 (the **"Initial Term"**), and shall automatically renew for additional one (1) year terms (each a **"Subsequent Term"** and together with the Initial Term, the **"Term"**), unless either Party notifies the other at least one hundred eighty (180) prior to the expiration.

9.2 Either Party may terminate these Terms, effective upon written notice to the other Party (the **"Defaulting Party"**) if the Defaulting Party:

(a) Materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach

within (30) days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.

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(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 2(a), Service Provider may terminate these Terms before the expiration of these Terms on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment.

9.4 In the event these Terms are terminated prior to the end of the Term, Client shall within ten (10) days after the effective date of termination, refund to Service Provider any costs or expenses paid by the Service Provider as of the date of termination for the Service, plus the fees for such Service up to and including the date of termination on a pro-rated basis based on the percentage of completed Services.

9.5 The rights and obligations of the Parties set forth in this Section 5 and in Sections 7, 8, 9.4, 10, 23 and 24, and any right or obligation of the Parties in these Terms which, by their nature, should survive termination or expiration of these Terms, will survive any such termination or expiration of these Terms.

10. Indemnification.

10.1 Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and

(b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in these Terms.

10.2 Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising

out of or resulting from:



- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the negligent or willful acts or omissions of Client; and
- (b) Client's breach of any representation, warranty, or obligation of Client in these Terms.

10.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 3 shall not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. Limitation of Liability.

11.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

11.3 The exclusions and limitations in Sections 11.1 and 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);

(c) a party's indemnification obligations under Section 10 (Indemnification);

(d) damages or other liabilities arising out of or relating to a party's negligence, willful misconduct, or intentional acts;

(e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and

(f) a party's obligation to pay attorneys' fees and court costs in accordance with Section 15.

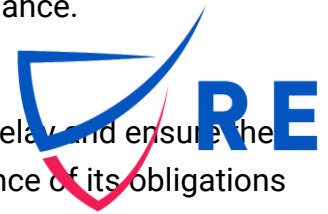
12. Entire Agreement. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under these Terms (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at such address set forth in the Statement of Work, (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

14. Force Majeure.

14.1 No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.



14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

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15. Remedies. Each Party acknowledges that a breach by a Party of Section 7 (Intellectual Property) or Section 8 (Confidentiality), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Terms to the contrary. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to these Terms, the prevailing Party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing Party.

16. Consent for Use of Likeness. Client hereby consents to any and all uses and displays by Service Provider of the name, voice, likeness, image, appearance, and biographical information of any director, officer, employee, contractor, or agent of Client, in, on, or in connection with, any pictures, photographs, audio or video recordings, digital images, websites, social media, television programs, sales and marketing brochures, books, magazines, publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world (collectively, the "Materials") created by, or at the direction of, the Service Provider at any time during or after the Term of this Agreement, for any legitimate business purposes of the Service Provider ("Permitted Uses"). Client acknowledges that Client has no right to review or approve any Materials before any Permitted Use by the Service Provider and that Provider has no liability to Client for any editing or alteration of the Materials for any Permitted Use or for any distortion or other effects resulting from Service Provider's editing, alteration, or use of the Materials for any Permitted Use. Client hereby forever releases the Service Provider and its owners, directors, officers, employees, and agents, to the maximum extent permitted by applicable law, from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the Term of this Agreement, in connection with the Permitted Use of the Materials, including, without limitation, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction.

17. Severability. If any term or provision of these Terms are found by a court of competent

jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however that if any fundamental term or provision of these Terms are invalid, illegal or unenforceable, the remainder of these Terms shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify these Terms to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. (https://ju:

18. Amendments. No amendment to or modification of or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.

19. Waiver. No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

21. Successors and Assigns. These Terms are binding on and inures to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in these Terms shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. These Terms benefit solely the Parties to these Terms and their

respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Choice of Law. These Terms and all related documents including all exhibits attached hereto and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. (https://ju

25. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THESE TERMS, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THESE TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

CONTACT US

☎ (800) 781-2320

📍 2505 N Oakland Ave, Milwaukee, WI 53211

✉ hello@justrebound.com

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Committee: Common Council

Introduced By: Julie Foley

Date Introduced: December 7, 2021

RELATING TO:

Discussion and decision to approve an addendum to the existing Rebound Recovery agreement to extend services during 2022 through 2024.

SUMMARY:

The City of Greenfield has used Rebound Recovery (formerly TAHPI) since 2018 as a benefit for the Fire and Police Departments for employees and household members to assist with their injury recovery time, including on and off duty injuries. Rebound offers advice, support and troubleshoots insurance issues for workers compensation and personal insurance and coordinates specialty appointments in an expedited manner. Rebound added DPW to the benefit in 2020 and in 2021 included all employees. Recently, Rebound added Oncology and Cardiology VIP/concierge level of care benefits throughout the treatment and healing process by partnering with Ascension Hospitals and the Cancer Treatment Centers of America.

Rebound is a complete patient navigation and advocacy to help recover faster, return employees back to work faster.

Rebound has presented a three-year contract with a cost increase for each of the three years. The City currently has the ability to offset the cost with grant funds through CVMIC in the amount of \$7,000 for each year.

2022 \$14,200
2023 \$17,750
2024 \$21,300

Recommendation:

Approve the Rebound agreement as presented.

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

FIHR 11/24/21 was cancelled due to Thanksgiving Week

---- Next FIHR 12/01/21 Due to CC 12/07/21 (in case anything needs to go to Council)

PACKETS FOR WEDNESDAY, 12 / 01 / 2021 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	11/12/2021	\$	585,223.95
AP CHECKS	11/19/2021	\$	448,394.36
AP CHECKS	11/24/2021	\$	736,060.95
AP CHECKS		\$	
WIRE TRANSFERS - NOV 2021		\$	382,402.50
WIRE TRANSFERS - DEC 2021		\$	331,030.63
P-CARDS -		\$	

TOTAL \$ 2,483,112.39

CC: PAULA

CC; FINANCE FOLDER

OCTOBER 2021
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$1,809,012.13	12/31/2001	variable		\$76.82	21901270
Money Mkt/BMO Harris Bank	\$511,826.38	6/28/2011	variable		\$33.52	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,667,058.98	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$3,718,851.01					
Ehlers Investment Partners X- GRD 2021B	\$3,399,780.86	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$1,936,209.80					
Associated Bank Investments	\$6,491,799.21	12/10/2014	variable			
Totals	\$24,534,538.37				\$110.34	

LOCAL GOVERNMENT INVESTMENT POOL

October 2021 Statement

September Ending Balance	\$	8,995,105.46
1 Deposit (s) in October		485,848.20
1 Withdrawal(s) in October		1,000,000.00
October Interest Earnings @ 0.05%		374.93
TOTAL	\$	8,481,328.59

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2021 AMENDED BUDGET	2021 ACTIVITY THRU 10/31/21	REMAINING BALANCE
ESTIMATED REVENUES				
TAXES	TAXES	18,945,189	18,944,687	502.00
INTGOV	INTERGOVERNMENTAL	4,144,513	3,358,443	786,070.00
L&P	LICENSES AND PERMITS	1,225,740	966,625	259,115.00
FINES	FINES-FORFEITS-PENALTIES	733,000	472,198	260,802.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,508,100	1,284,163	223,937.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,269,193	937,333	331,860.00
MISC REV	MISCELLANEOUS REVENUE	346,944	181,633	165,311.00
OTH FIN	OTHER FINANCING SOURCES	949,462		949,462.00
TOTAL ESTIMATED REVENUES		29,122,141	26,145,082	2,977,059.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,648,889	2,829,848	819,041.00
PS	PUBLIC SAFETY	19,348,723	14,889,166	4,459,557.00
PW	PUBLIC WORKS	3,809,459	3,192,832	616,627.00
HHS	HEALTH AND HUMAN SERVICES	916,769	653,355	263,414.00
CRE	CULTURE, REC AND EDUCATION	1,157,408	850,193	307,215.00
PD	PLANNING AND DEVELOPMENT	225,893	155,625	70,268.00
OTHER	OTHER FINANCING SOURCES(USES)	15,000	15,000	
TOTAL APPROPRIATIONS		29,122,141	22,586,019	6,536,122.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			3,559,063	3,559,063.00
BEGINNING FUND BALANCE		9,205,459	9,205,459	
ENDING FUND BALANCE		9,205,459	12,764,522	