



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

COMMON COUNCIL MEETING AGENDA

Tuesday, January 18, 2022 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the January 4, 2022 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Dollar Tree, a proposed business to be located at 4803 S. 27 St., submitted by Russ Hire, d/b/a Dollar Tree, and Aaron Aspenson, d/b/a MKB Greenfield, LLC. (Tax Key No. 622-9988-016) (PC-12/14/21 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Dollar Tree, a proposed business to be located at 4803 S. 27 St., submitted by Russ Hire, d/b/a Dollar Tree, and Aaron Aspenson, d/b/a MKB Greenfield, LLC. (Tax Key No. 622-9988-016) (PC-12/14/21 Kastner)
 - b. Approve Architectural and Site Plans for Dollar Tree, a proposed business to be located at 4803 S. 27 St., submitted by Russ Hire, d/b/a Dollar Tree, and Aaron Aspenson, d/b/a MKB Greenfield, LLC. (Tax Key No. 622-9988-016) (PC-12/14/21 Kastner)
- J. 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)
 - iii. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)

b. Mayor appointments:

- i. One alternate member to the Plan Commission for a term to expire 5/31/2025 (formerly Robert Krenz)

K. New Business

1. Discussion and decision to adopt a resolution appointing additional election officials-Election Inspectors/Chief Inspectors for 2022-2023. (Goergen)
2. Discussion and decision to adopt an ordinance amending section 13.08(8) of the City of Greenfield Municipal Code pertaining to amusement devices. (Goergen)
3. Approve an application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Journey Together Service Dog Inc. / Chrome Divas Charity Fundraiser 1-30-2022 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)
4. Approve an application for a 2021 - 2022 Class "A" Beer License received from Saiya Inc., Sanjeev K Dhingra, Agent, for the property at 5030 W. Loomis Rd. (Loomis Rd. Amoco)(Beer on shelves and in walk-in cooler and records in the office located inside the store located at 5030 W. Loomis Rd.). (Goergen)
5. Approve a Special Use Review and Site Plan Review for a tenancy change to Loomis Road Amoco, an existing business located at 5030 W. Loomis Rd., submitted by Sanjeev K. Dhingra, d/b/a Saiya Inc. (Tax Key No. 647-9976-001) (PC-1/11/22 Kastner)
6. Approve a Special Use Review and Site Plan Review for a tenant change to Cousins Subs, an existing business located at 7495 W. Layton Ave., submitted by Thomas Jones, d/b/a Brother Sister Subs System, Inc. (Tax Key No. 617-0082-004) (PC-1/11/22 Kastner)
7. Approve a Special Use Review and Site Plan Review for an ownership change to Loomis Food & Beverage, an existing business located at 4415 W. Loomis Rd., submitted by Ramneek Narwal and Jagvir Narwal, d/b/a PA Enterprises. (Tax Key No. 620-9989-004) (PC-1/11/22 Kastner)
8. Approve Site and Architectural Plans for King Family Dentistry, a proposed business to be located at 6121 W. Layton Ave, submitted by Mark Hertzfeldt, d/b/a Design 2 Construct, and Anna King d/b/a AB King Real Estate LLC. (Tax Key No. 618-9996-004) (PC-1/11/22 Kastner)
9. Approve Site, Landscaping, and Architectural Plans for proposed new construction of Creekside Condominium, to be located at 4060 S. 124 St., submitted by Ryan Janssen, d/b/a Janssen Bruckner LLC, and Joe Eldridge d/b/a Colliers International. (Tax Key No. 565-9975-001) (PC-1/11/22 Kastner)
10. Approve Final Subdivision Plat for Parkview Estates, a proposed single-family development to be located at S. 35 St. and W. Barnard Ave., submitted by Calvin K. Klimeck d/b/a Pioneer Engineering and Surveying, LLC and Raul A. Gonzalez d/b/a First West Realty, LLC. (Tax Key No. 622-9988-018) (PC-1/11/22 Kastner)
11. Discussion and decision to adopt a resolution in support of Milwaukee County's Reconstruction of W. Beloit Road from S. 124th St. to S. Wollmer Road.(Katz)
12. Discussion and decision to approve a sanitary sewer easement with Flexers1, LLC and Flexers2, LLC, 9605 W Cold Spring Rd, 607-9981-004. (Katz)

13. Discussion and decision to approve a sanitary sewer easement with Greenfield Park Two, LLC, for lands they own in the 4400 Block of South 92nd Street, 607-9981-003. (Katz)
14. Discussion and decision to approve a sanitary sewer easement and a partial release of easement with We Energies, 9601 Cold Spring Rd, 607-9981-002. (Katz)
15. Discussion and decision to create job description, set salary and hire a Public Health Specialist - Preparedness & Response in the Health Department (1/12/22 F&HR S. Saryan)
16. Discussion and decision regarding Memorandum of Agreement between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and the City of Greenfield Health Department (1/12/22 F&HR S. Saryan)
17. Discussion and Decision related to Grant Agreement between the Compeer Financial Fund for Rural America and the Greenfield Farmers Market (1/12/22 F&HR S. Saryan)
18. Discussion and decision related to Memorandum of Understanding for the Overdose Fatality Review between the Greenfield Health Department and the Wisconsin Department of Corrections. (1/12/22 F&HR S. Saryan)
19. Discussion and decision to approve transferring \$110,000 from the general fund account 010-1910-530.5900 to a capital equipment project to purchase a tractor and mower attachment. (1/12/22 F&HR S. Saryan)
20. Discussion/decision regarding agreement with Meijer Great Lakes Limited Partnership for acceptance sponsorship agreement. (1/12/22 F&HR S. Saryan)
21. Approval of mileage reimbursements in the amount of \$2,059.23 (1/12/22 F&HR S. Saryan)
22. Investments and reinvestments for November 2021 (1/12/22 F&HR S. Saryan)
23. Approval of schedules of disbursements in the amount of \$827,444.38 (1/12/22 F&HR S. Saryan)
24. Accept November 2021 financial statements (1/12/22 F&HR S. Saryan)
25. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2021-2022 operator license to the following:
 - a. Adam Kazimierz Wylaz
26. Adjourn closed session and reconvene into open session.
27. Decision re: Operator License for Adam Kazimierz Wylaz

L. Items for future agenda

M. Adjourn

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

RESOLUTION NO. ____

Special Use Permit for Dollar Tree, a proposed business to be located at 4803 S. 27 St., submitted by Russ Hire, d/b/a Dollar Tree, and Aaron Aspenson, d/b/a MKB Greenfield, LLC. (Tax Key No. 622-9988-016)

WHEREAS, Russ Hire, d/b/a Dollar Tree, and Aaron Aspenson, d/b/a MKB Greenfield, LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish dollar store within the multi-tenant commercial building at 4803 S. 27 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 18, 2022, at 7:00 p.m. or soon thereafter, to consider the application; and,

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

1. The applicant, Russ Hire, d/b/a Dollar Tree, has offices at 500 Volvo Pkwy, Chesapeake, VA 23220.
2. The property owner, MKB Greenfield, LLC, represented by Aaron Aspenson, has offices at 3800 Emerald Drive E., Onalaska, WI 54650.
3. Shoot Point Blank will occupy approximately 10,003 sq. ft. of the multi-tenant commercial building at 4803 S. 27 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 6275, being a part of the Northeast ¼ of Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 622-9988-016

Said land being located at 4777, 4801 & 4803 S. 27 St.

- 4 The applicant is proposing to establish a dollar store within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits All Other General Merchandise Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 27 St. corridor that is developed for commercial uses. Properties to the north, east and south are developed as commercial. Properties to the west are developed as institutional.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Russ Hire, d/b/a Dollar Tree, and Aaron Aspenson, d/b/a MKB Greenfield, LLC, to establish a dollar store, to be located at 4803 S. 27 St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on December 14, 2021 and by the Common Council on January 18, 2022. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Dollar Tree will be 8:00 AM to 10:00 PM, seven (7) days/week.
4. Off-Street Parking. The Dollar Tree tenant spaces requires 50 off-street parking spaces. Fifty (50) off-street parking stalls, including two (2) ADA stalls, are provided on site. The entire property and its users require 709 off-street parking spaces. A total of 515 parking spaces, including 16 ADA stalls, are provided on site. The Common Council may waive the parking shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Russ Hire, d/b/a Dollar Tree

Aaron Aspenson, d/b/a MKB Greenfield, LLC

Provided to applicant on the
_____ day of _____, 2022

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2022.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

RESOLUTION APPOINTING ADDITIONAL ELECTION OFFICIALS -
ELECTION INSPECTORS/CHIEF INSPECTORS 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, appointments were made, but in addition to the appointments already made, the Common Council desires to add Donna Galik, Jose Esteban Romero, Theresa Romero and Catherine Oreskovich to the list of Election Officials;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the appointment of: Donna Galik (unaffiliated), 7835 W. Bottsford Ave., Greenfield, WI 53220 and Jose Esteban and Theresa Romero (unaffiliated), 5226 S. Tuckaway Dr., Greenfield, WI 53221, and Catherine Oreskovich (unaffiliated), 5043 S. Stonehedge Dr., Greenfield, WI 53220 and adds them to 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 18th day of January, 2022.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.08 (8)
OF THE CITY OF GREENFIELD MUNICIPAL CODE
PERTAINING TO AMUSEMENT DEVICES

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

PART I. Section 13.08 (8) of the Greenfield Municipal Code is hereby amended to read as follows (NOTE: Added text is double underlined, deleted text is ~~struck-through~~):

(8) *Inspection.*

- (a) *Consent to inspection.* All applicants, by their application for a license hereunder, shall consent to a reasonable inspection of the records, devices and premises to determine ownership and character of amusement devices to be operated in their business establishment or to be distributed and registered.
- (b) The City Clerk shall notify the Chief of Police of such applications and he shall inspect or cause to be inspected each application and the premises to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto. The information derived from such investigation shall be furnished to the City Council, in writing, along with a statement as to whether the applicant and the premises meet the requirements. No license shall be renewed without a re-inspection of the premises.

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

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

PART IV. This ordinance shall become effective the day after its publication as provided by law.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 18th day of January, 2022.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published:

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 per day)

Application Date: January 4th, 2022

☐ 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 Journey Together Service Dog Inc. / Chrome Divas Charity Fundraiser

(b) Dates of event January 30th 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

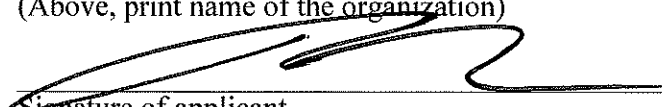
Sample Premise Descriptions for Combination Beer/Wine Applications:

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

Mark McClain
Print name of applicant

01/04/2022

Date



Common Council Meeting

Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: January 18, 2022

RELATING TO:

Discussion and decision to **adopt a resolution in support of Milwaukee County's Reconstruction of W. Beloit Road from S. 124th St. to S. Wollmer Road.**

SUMMARY:

Milwaukee County is planning to reconstruct W. Beloit Road from S. 124th St. to S. Wollmer Road.

Construction is scheduled for 2022.

The City is requesting that the project include the following improvements: sidewalk, shared-use path, street lights, black paint color on traffic signal equipment, and adjustment of City utility structures.

The City will enter into agreements with the County for its share of construction costs and for maintenance of the sidewalk, shared-use path, and street lights.

RECOMMENDATION:

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

RESOLUTION NO.

RESOLUTION IN SUPPORT OF MILWAUKEE COUNTY'S RECONDITIONING OF
W. BELOIT ROAD (CTH T) FROM S. 124TH ST. TO S. WOLLMER RD.

WHEREAS, Milwaukee County is planning to recondition West Beloit Road (CTH T) from South 124th Street to South Wollmer Road; and

WHEREAS, the City is requesting that the project include the following improvements: sidewalk, shared-use path, street lights, black paint color on traffic signal equipment, and adjustment of City utility structures; and

NOW, THEREFORE, BE IT RESOLVED the City will enter into an agreement with the County for its share of construction costs; and

BE IT FURTHER RESOLVED the City will accept ownership and maintenance of the sidewalk, shared-use path and street lights that are installed per the City's request as part of the project.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 18th day of January, 2022.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 18, 2022

RELATING TO:

Discussion and decision to **approve a sanitary sewer easement with Flexers1, LLC and Flexers2, LLC, 9605 W Cold Spring Rd, 607-9981-004.**

SUMMARY:

The City has previously approved a sanitary sewer extension project (2021 #9) with Greenfield Park Two LLC. To accommodate the proposed sanitary sewer layout, the City needs to acquire a sanitary sewer easement across 9605 W Cold Spring Rd, Tax Key No. 607-9981-004.

FINANCIAL:

There is no cost for the easement, provided the property owner is not charged a connection fee. The Register of Deeds recording fee is \$30, which will be funded by the sanitary sewer account.

RECOMMENDATION:

Approve a sanitary sewer easement with Flexers1, LLC and Flexers2, LLC, 9605 W Cold Spring Rd, 607-9981-004.

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

**DRAFT SANITARY SEWER DRAFT
EASEMENT AGREEMENT**

This Agreement made this _____ day of _____,
20__, by and between the CITY OF GREENFIELD, a municipal
corporation, duly organized and existing under the laws of the State of
Wisconsin, with principal offices at 7325 West Forest Home Avenue,
Greenfield, WI 53220, hereinafter called "CITY" and FLEXERS1, LLC,
6340 North Green Bay Avenue, Glendale, WI 53209 ("FLEXERS1") and
FLEXERS2, LLC, 6340 North Green Bay Avenue, Glendale, WI 53209
("FLEXERS2"), collectively hereinafter called "FLEX 1&2"; and

WHEREAS, CITY is desirous of operating, inspecting,
maintaining, repairing and reconstructing when necessary, sanitary
sewer main and appurtenances in certain lands located at 9605 West
Cold Spring Road, Tax Key No. 607-9981-004, owned by FLEX 1&2; and

WHEREAS, CITY, at its _____, 20__ Common
Council meetings have approved said easement agreement and
authorized the same.

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

Return to:

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

607-9981-004

Tax Key No.

1. FLEX 1&2 hereby grants to CITY a permanent sanitary sewer easement for the installation,
construction, reconstruction, maintenance and repair of sanitary sewer main and appurtenances thereto, over,
across, though, under and upon the following described premises, to-wit:

Part of Tax Key No. 607-9981-004

A permanent sanitary sewer easement that is bounded and described as follows:

That part of Lot 3 of Certified Survey Map No. 8081, being part of the Northwest ¼ and the Northeast
¼ of the Southeast ¼ of Section 20, Township 6 North, Range 21 East, City of Greenfield, Milwaukee
County, Wisconsin, which is bounded and described as follows:

Beginning at the Southwest corner of Lot 1 of Certified Survey Map No. 8081, also being the Easterly
corner of Lot 3 of Certified Survey Map No. 8081; thence North 88°17'05" East along the South line of
said Lot 1 and the Northerly line of said Lot 3, a distance of 65.00 feet to the East line of said Lot 3;
thence South 00°37'24" East along said East line, 11.59 feet to a point; thence North 81°36'41" West,
275.54 feet to a point; thence North 04°09'42" East, 30.08 feet to a point; thence South 81°36'41" East,
207.20 feet to the Easterly line of said Lot 3; thence South 00°37'24" East along said Easterly line,
30.33 feet to the Southwest corner of said Lot 1 and the point of beginning.

, as illustrated on the attached Sanitary Sewer Easement Exhibit A.

with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair same and make necessary excavations and ditches for said purposes.

2. That said sanitary sewer shall be maintained and kept in good order and condition by CITY.

3. That in and during whatever construction, reconstruction or repair work is or becomes necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of CITY, be replaced in substantially the same condition as it was prior to such disturbances. CITY shall save harmless FLEX 1&2 from any loss, damage, injury or liability resulting from negligence on the part of CITY in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law CITY is entitled to raise.

4. FLEX 1&2 agrees not to construct, install and/or erect any new structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said easement.

5. That in connection with the construction by FLEX 1&2 of any structure or building abutting said permanent sanitary sewer easement, FLEX 1&2 will assume all liability for any damage to CITY facilities in said sanitary sewer easement. FLEX 1&2 will indemnify and hold CITY harmless from any claims for personal injuries or property damage caused by FLEX 1&2 or its permittee arising out of the construction by FLEX 1&2 of any structure or building abutting said permanent sanitary sewer easement.

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

[Signatures appear on following pages]

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

FLEXERS1, LLC

By: _____
Richard F. Coury, Registered Agent

FLEXERS2, LLC

By: _____
John M. Coury, Registered Agent

[illegible]

Personally came before me this ____ day of _____, 20__, the above-named Richard F. Coury, Registered Agent of FLEXERS1, LLC and John M. Coury, Registered Agent of FLEXERS2, LLC, to me known to be the persons who executed the foregoing instrument, and to me known to be such Officers, and acknowledged that they executed the foregoing instrument as such Officers by its authority.

Signature

Print Name

Notary Public, _____ County, Wisconsin

My Commission Expires:_____

Michael J. Neitzke, Mayor

Page 22 of 89

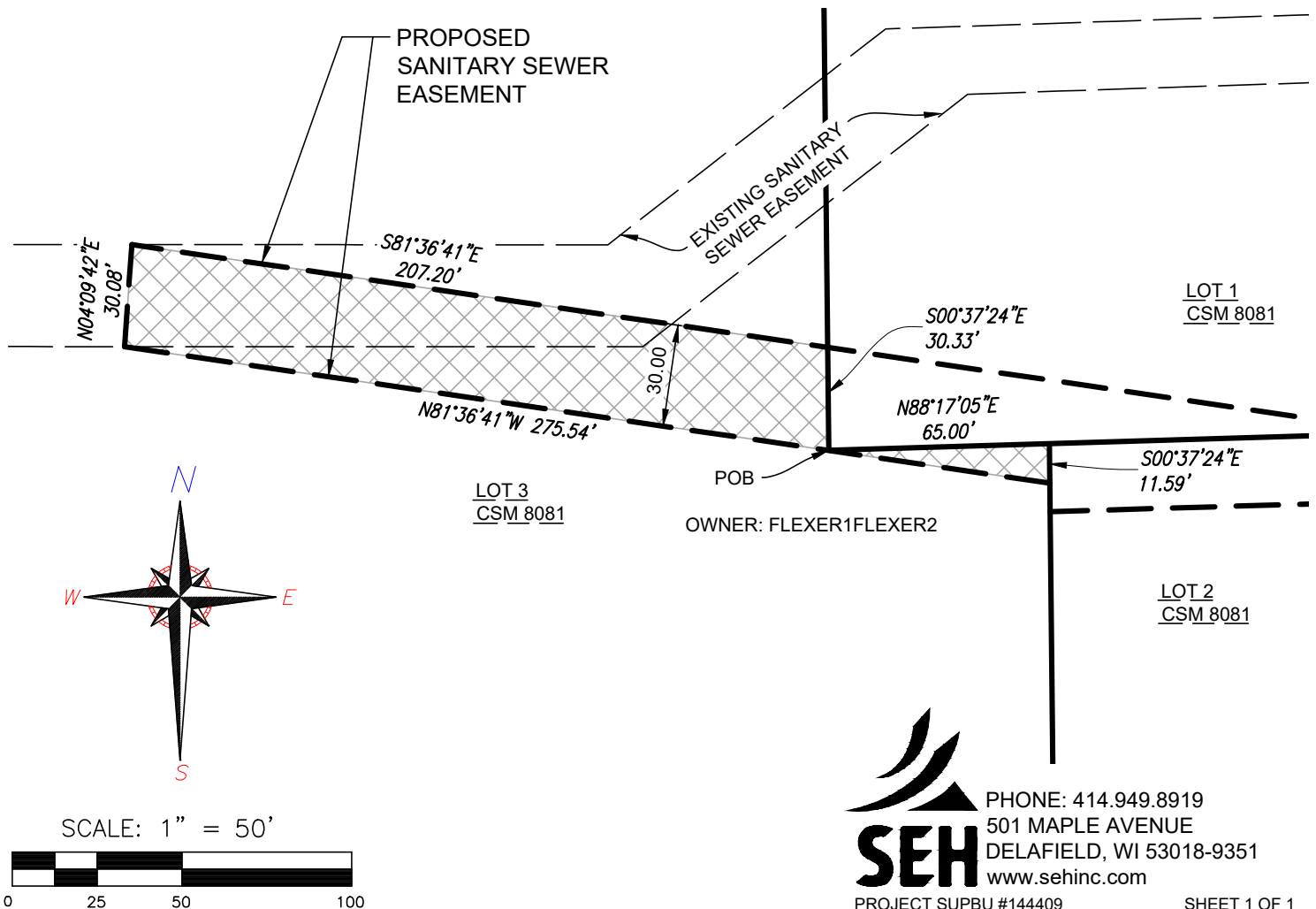
SANITARY SEWER EASEMENT EXHIBIT A

LOT 3 CERTIFIED SURVEY MAP NO. 8081

Part of Lot 3 of Certified Survey Map No. 8081, being part of the Northwest 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 20, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin bounded and described as follows:

Beginning at the Southwest corner of Lot 1 of Certified Survey Map No. 8081 also being the Easterly corner of Lot 3 of Certified Survey Map No. 8081; thence North $88^{\circ}17'05''$ East along the South line of said Lot 1 also being the Northerly line of said Lot 3 a distance of 65.00 feet to the East line of Lot 3 of Certified Survey Map No. 8081; thence South $00^{\circ}37'24''$ East along said East line 11.59 feet; thence North $81^{\circ}36'41''$ West, 275.54 feet; thence North $04^{\circ}09'42''$ East, 30.08 feet; thence South $81^{\circ}36'41''$ East, 207.20 feet to the Easterly line of Lot 3 of Certified Survey Map No. 8081; thence South $00^{\circ}37'24''$ East along said Easterly line 30.33 feet to the Southwest corner of Lot 1 of Certified Survey Map No. 8081 and the point of beginning.

Said lands contain 6,632 square feet





Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 18, 2022

RELATING TO:

Discussion and decision to **approve a sanitary sewer easement with Greenfield Park Two, LLC, for lands they own in the 4400 Block of South 92nd Street, 607-9981-003.**

SUMMARY:

The City has previously approved a sanitary sewer extension project (2021 #9) with Greenfield Park Two LLC. To accommodate the proposed sanitary sewer layout, the City needs to acquire a sanitary sewer easement across lands in the 4400 block of S 92nd St, Tax Key No. 607-9981-003.

Note that the final easement alignment is still being finalized.

FINANCIAL:

There is no cost for the easement. The Register of Deeds recording fee is \$30, which will be funded by the sanitary sewer account.

RECOMMENDATION:

Approve a sanitary sewer easement with Greenfield Park Two, LLC, for lands they own in the 4400 Block of South 92nd Street, 607-9981-003.

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

DRAFT
SANITARY SEWER
EASEMENT

This Agreement made this _____ day of _____, 2022, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, ("**CITY**") and **GREENFIELD PARK TWO, LLC**, 1445 South 113th Street, West Allis, WI 53214 ("**GP2**").

WHEREAS, **CITY** is desirous of the installation, construction, reconstruction, maintenance and repair of sanitary sewer appurtenances thereto, over, across, through, under and upon certain lands owned by **GP2**, located in the 4400 block of South 92nd Street, Tax Key No. 607-9979-003; and

WHEREAS, **CITY** at its _____, 2022 Common Council meeting has approved said easement agreement and authorized the same.

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

Return to:

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

. 607-9981-003 .
Tax Key No.

1. For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by **GP2**, **GP2** hereby grants to **CITY** a permanent sanitary sewer easement for the installation, construction, reconstruction, maintenance and repair of sanitary sewer appurtenances thereto, over, across, through, under and upon the following described premises, to-wit:

Part of Tax Key No. 607-9981-003

A permanent Sanitary Sewer Easement, described as follows:

That part of Lot 3 of Certified Survey Map No. 8081, being part of the Northwest ¼ and the Northeast ¼ of the Southeast ¼ of Section 20, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the Northwesterly corner of Lot 2 of Certified Survey Map No. 8081; thence North 88°17'05" East along the Northerly line of said Lot 2 and its extension, 471.63 feet to a point; thence North 25°46'49" East, 231.98 feet to a point; thence North 88°25'48" East, 217.08 feet to a point; thence South 76°30'29" East, 110.76 feet to a point; thence South 45°34'32" East, 110.98 feet to a point; thence South 28°05'26" East, 291.75 feet to a point; thence South 88°52'54" East, 143.87 feet to a point; thence North 00°26'35" West, 173.89 feet to a point; thence North 89°33'25" East, 20.00 feet to a point on the West line of South 92nd Street (C.T.H. "N"); thence South 00°26'35" East on and along

said West line, 496.58 feet to a point; thence South 89°33'25" West, 20.00 feet to a point; thence North 00°26'35" West, 302.68 feet to a point; thence North 88°52'54" West, 156.15 feet to a point; thence North 28°05'26" West, 300.41 feet to a point; thence North 45°34'32" West, 102.37 feet to a point; thence North 76°30'29" West, 102.59 feet to a point; thence South 88°25'48" East, 202.26 feet to a point; thence South 25°46'49" East, 218.19 feet to a point; thence South 01°39'23" East, 12.20 feet to a point; thence South 88°17'05" West, 490.49 feet to the Westerly line of said Lot 2; thence North 00°37'24" West on and along said Westerly line, 20.00 feet to the point of beginning.

Said easement is illustrated on the attached Sanitary Sewer Easement Exhibit.

with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair same and make necessary excavations and ditches for said purposes.

2. Said sanitary sewer facilities shall be maintained and kept in good order and condition by **CITY**.

3. That in and during whatever construction, reconstruction or repair work it is or becomes necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **CITY**, be replaced in substantially the same condition as it was prior to such disturbances. **CITY** shall save harmless **GP2** from any loss, damage, injury or liability resulting from negligence on the part of **CITY** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **CITY** is entitled to raise.

4. **GP2** agrees not to construct, install and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said easement.

5. That in connection with the construction by **GP2** of any structure or building abutting said permanent easement defined limits, **GP2** will assume all liability for any damage to the facilities in the above described easement. **GP2** will indemnify and hold **CITY** harmless from any claims for personal injuries or property damage caused by the **GP2** arising out of the construction by **GP2** of any structure or building abutting the said permanent utility easement defined limits.

6. Both parties mutually agree that this easement and covenants herein shall run with the land.

[Signatures appear on following pages]

_____, 2022.

Greenfield Park Two, LLC

Robert J. Baierl, Managing Member

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me, this _____ day of _____, 2022, the above named Robert J. Baiertl, Managing Member of Greenfield Park Two, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me, this _____ day of _____, 2022, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

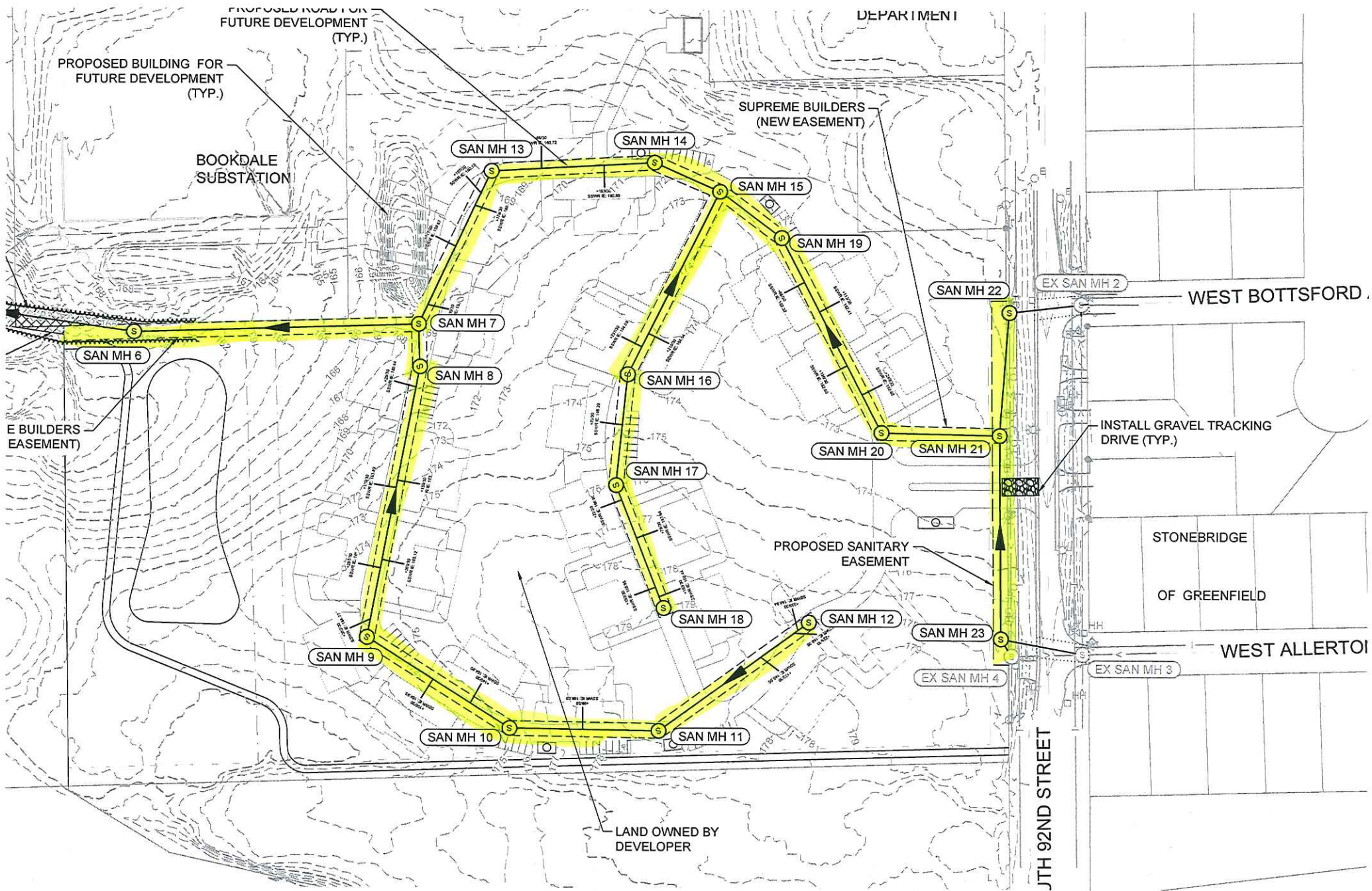
Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

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

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





Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 18, 2022

RELATING TO:

Discussion and decision to **approve a sanitary sewer easement and a partial release of easement with We Energies, 9601 Cold Spring Rd, 607-9981-002.**

SUMMARY:

The City has previously approved a sanitary sewer extension project (2021 #9) with Greenfield Park Two LLC. To accommodate the proposed sanitary sewer layout, the City needs to acquire a sanitary sewer easement across 9601 W Cold Spring Rd, Tax Key No. 607-9981-002.

As a condition of acquiring the new sanitary easement, We Energies is requesting that the City release an existing sanitary sewer easement on the property that is no longer needed.

FINANCIAL:

There is no cost for the easement. We Energies will handle the Register of Deeds recording fees.

RECOMMENDATION:

Approve a sanitary sewer easement and a partial release of easement with We Energies, 9601 Cold Spring Rd, 607-9981-002.

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

THIS INDENTURE, made by and between **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter called "Grantor", and the **CITY OF GREENFIELD, a Wisconsin Municipal Corporation**, hereinafter called "Grantee"

WITNESSETH:

WHEREAS, Grantee desires to acquire a sanitary sewer easement over a portion of Grantor's lands hereinafter described as follows (the "Property"):

Lot 1 of Certified Survey Map No. 8081 (the "CSM"), recorded on August 28, 2008, as Document No. 9643386, being a part of the Northeast ¼ and Northwest ¼ of the Southeast ¼ of Section 20, Town 6 North, Range 21 East, in the City of Greenfield, County of Milwaukee, State of Wisconsin, EXCEPT that part taken in Award of Damages recorded as Document No. 4207017.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to Grantor by Grantee receipt whereof is hereby acknowledged, and in further consideration of the conditions and agreements hereinafter specified to be kept and performed, Grantor, for itself, its successors and assigns, does hereby grant unto Grantee, its successors and assigns, the right to construct, test, maintain, inspect, operate, replace, change, or remove, one underground sanitary sewer pipeline, (hereinafter the "Pipeline") and associated appurtenances thereto, for the transmission of sanitary sewer waste, under and across a strip of land being a part of Grantor's Property, (hereinafter the "Easement"), more particularly described and shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
JULIE SIMMONS, ROOM P277
WE ENERGIES
231 WEST MICHIGAN STREET
MILWAUKEE, WI 53203

Part of 6079981002
(Parcel Identification Number)

This Easement is hereby granted upon the following terms and conditions:

1. The Easement herein granted is nonexclusive, and Grantor reserves unto itself, its successors and assigns, the right to use the Easement area for any purpose. It is agreed that this Easement is established subject to the rights of third parties, including American Transmission Company, LLC, its successors and assigns, hereinafter referred to as "ATC" and the Wisconsin Department of Natural Resources, hereinafter referred to as "WDNR" which have previously been granted rights to either place facilities or for conservation purposes in said Easement Area. Grantee agrees that the construction, installation, operation, maintenance, replacement and repair of underground utility facilities, related facilities, under and across, within and beneath said Easement area, are not uses which are inconsistent with the rights herein granted. It is further agreed that access to Grantor's Property shall be maintained at all times.
2. The construction, installation, operation, maintenance, replacement and repair of sewer pipeline shall be performed by means of using either (i) directional bore or a similar construction method so as to not disturb or undermine Grantor's substation wall foundations, landscape berm, mature trees or dry pond areas, or (ii) trench and sheeting using a tight shoring method or similar construction method approved by Grantor. No excavation shall create sloughing of the soil.
3. It is understood and agreed that in the event it is necessary to reconstruct, protect, modify, adjust, replace or relocate facilities of Grantor, due to the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said Pipeline, said reconstruction, protection, modification, replacement or relocation shall be performed by Grantor at the sole cost and expense of the Grantee and the Grantee agrees to reimburse Grantor for the reasonable costs and expenses incurred by Grantor for their facility alterations immediately upon presentation of a bill therefor. If Grantee determines this Pipeline is not needed, Grantee agrees to remove the pipe and all equipment, and restore property and immediately release this easement.
4. Grantor, its successors and assigns, covenants and agrees to permit and allow the Grantee and its contractors and assigns to enter upon the Property to construct and install the Pipeline at such time and in such location within the Easement Area as herein provided. The Grantor shall notify Grantee in advance of any construction, installation, alteration, reconstruction, replacement, repair and removal of said Pipeline. The Grantee shall have the right of ingress and egress over and across the Easement Area for the purpose of inspecting, maintain and operating said Pipeline. The

Grantor shall exercise extreme caution when working and driving near Grantor's overhead utility lines and structures and ATC's transmission lines and structures. The Grantee shall maintain open and passable access at all times to ATC lines and structures and Grantor's substation wall.

5. The Grantee shall, in the performance of any and all work relating to the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance, or removal of said Pipeline while in proximity to any other facilities, conform with the provisions and requirements of all applicable laws, rules and regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near gas and electric facilities and equipment, and provisions of the Wisconsin State Electrical Code and any amendments thereto.
6. The Grantee shall protect, indemnify, save and hold harmless the Grantor and its affiliated corporations, their successors and assigns, and their directors, officers, agents and employees (collectively, the "Indemnified Parties") from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by any of the Indemnified Parties as a result of injury or death of any person (including employees of the Grantor and its affiliated corporations) or damage to any property arising out of or in any way connected with the rights herein given, or use of the Property by the Grantor or any of its agents, employees or contractors, except to the extent such injury or death or damage to property arises out of the negligent or willful acts of Grantor or the successor owner of the Property.
7. The Grantee agrees that it will indemnify and save harmless Grantor from any special tax or assessment that shall at any time be made or levied against Grantor on the Property upon which the above described Easement is located by reason of the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said Pipeline so long as this Easement remains in effect; provided that, in the event the foregoing commitment is for any reason held to be invalid or unenforceable, the Grantee by acceptance of this Easement, agrees that as additional consideration for the granting of this Easement, it will pay Grantor an amount equal to the amount paid by Grantor under any special tax or assessment, in connection with or on account of the construction, installation or maintenance of Pipeline.
8. The Grantee agrees to release Grantor from any responsibility for damage resulting from electrolysis due to local galvanic or stray current conditions on or along the Easement area which may be incurred by the installation of said Pipeline, and further agrees to assume all costs for electrolysis protection and/or any drainage equipment considered necessary to protect said Pipeline.
9. In and during the construction, operation, repair, cleaning, reconstruction, replacement or maintenance of said Pipeline, so much of the surface, subsurface or underground installations or facilities now or hereafter placed in the Easement area as may be disturbed, will, at the expense of the Grantee be replaced in the same condition as it or they now exist, including the placing of topsoil and perennial on such disturbed areas. If said restoration is not completed within a reasonable time, Grantor shall have such a right to make such restoration and collect the cost from the Grantee upon presentation of a bill therefor. It is further agreed that Grantee (wherever possible) avoid damage to/or removal of mature trees and shrubs on the Property.
10. The Grantee agrees to contact Roland Simatic of Grantor at (414) 944-5955, or such other person as Grantor may from time to time designate, within the specified time limits to inform him about the following occurrences:
 - a. At least 7 calendar days prior to the commencement of the construction and/or installation, including any excavation within the Easement Area of the Pipeline or any appurtenances thereto as herein permitted.
 - b. Within 7 calendar days after the completion of the work involved in the construction, installation, operation, repair, reconstruction, replacement or maintenance of said Pipeline with a plan for restoration and a detailed "as built" engineering drawing showing the exact location of said Pipeline.
11. If it is necessary for the Grantee to make emergency repairs to its Pipeline, the Grantee shall have the right to make emergency repairs and notify Grantor within 24 hours thereafter, of the location and extent of said emergency repairs. If in the judgment of Grantor its property, or facilities are jeopardized, due to failure or improper functioning of said Pipeline Grantor reserves the right to make emergency repairs or undertake such other prudent measures as it deems necessary, without notice to the Grantee and to collect the cost thereof from the Grantee upon presentation of a bill therefor.
12. Grantee agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of Grantor's Property and/or installation, repair, maintenance, removal of said Pipeline.

13. In and during construction, operation, repair, cleaning, reconstruction, replacement or maintenance of said Pipeline, Grantee shall remove from the Property of Grantor all earth, stones, or other excavated materials which may result from the excavation and installation of said Pipeline. Excepted from this provision, such material as may be necessary to provide adequate cover for said Pipeline or such material which Grantor desires to have placed on its Property as may be mutually agreed upon.
14. The Grantee shall contact "Diggers Hotline" at least 3 working days prior to the construction, installation, repair, reconstruction, replacement or maintenance of said Pipeline in order to determine the location of all facilities within Grantor's Property and the applicable clearance requirements for work performed in proximity to such facilities. (The current phone number for "Diggers Hotline" is 1-800-242-8511.) Grantee will abide by contractors special provisions, Exhibit "B", attached and made a part of this document.
15. This Easement shall not take effect until the same is fully accepted, subject to all its terms and conditions, by Grantee and is duly executed, in duplicate originals, by the Grantee, then executed by Grantor's Manager of Property Management and a fully executed original of the Easement is returned to Grantee for its records.
16. All notices given hereunder shall be in writing, signed, and mailed in the United States Mail, certified or registered, return receipt requested and shall be deemed given on the second business day after certification or registration thereof, or delivery by a reputable overnight delivery service or courier to the addresses set forth below, or to such other address as Grantor and ATC or their successors or assigns may designate by like notice. Deliveries by personal delivery is always acceptable with an acknowledgment signature.

General Notice to Grantor:

Wisconsin Electric Power Company
Attn: Property Management
231 West Michigan Street – P277
Milwaukee, WI 53203

Emergency Contact

Electric Emergency No. 1-800-662-4797
Gas Emergency No. 1-800-261-5325

General Notice to the Grantee:

City of Greenfield
Attn: City Engineer
7325 West Forest Home Avenue
Greenfield, WI 53220

Notice to ATC:

American Transmission Company
Attn: Chris Dailey
PO Box 47
Waukesha, WI 53187-0047
262-506-6884
414-651-3950

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF said WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation, doing business as We Energies has caused this Indenture to be executed on its behalf by its duly authorized agent this _____ day of _____, 2021.

GRANTOR: WISCONSIN ELECTRIC POWER COMPANY

By _____
Tonya M. Peters,
Manager of Property Management

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, Tonya M. Peters, as above named Property Manager, known to me to be the person who executed the foregoing instrument and to me known to be such agent of said corporation, and acknowledged that she executed the foregoing instrument as such agent, as the deed of said corporation, by its authority.

Julie M. Simmons
Notary Public, State of Wisconsin
My commission expires April 1, 2021

IN WITNESS WHEREOF, said grantee has caused these presents to be executed on its behalf by its duly authorized Mayor and City Clerk of the City of Greenfield this _____ day of _____, 2021.

GRANTEE: CITY OF GREENFIELD

By _____
Michael J. Neitzke, Mayor

By _____
Jennifer Goergen, City Clerk

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Michael Neitzke, the Mayor of the City of Greenfield, and Jennifer Goergen, the City Clerk of the CITY OF GREENFIELD, for the municipal corporation, by its authority.

Notary Public Signature

Name _____

Notary Public State of Wisconsin

My commission expires: _____

This instrument was drafted by Julie M. Simmons on behalf of Wisconsin Electric Power Company 231 West Michigan Street, Milwaukee, Wisconsin 53203.

EXHIBIT "A"

SANITARY SEWER EASEMENT EXHIBIT

LOT 1 CERTIFIED SURVEY MAP NO. 8081

Part of Lot 1 of Certified Survey Map No. 8081, being part of the Northwest 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 20, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin bounded and described as follows:

Beginning at the Southwest corner of Lot 1 of Certified Survey Map No. 8081; thence North $00^{\circ}37'24''$ West along the West line of said Lot 1 a distance of 30.33 feet; thence South $81^{\circ}36'41''$ East, 172.83 feet to the South line of Lot 1 of Certified Survey Map No. 8081; thence South $88^{\circ}17'05''$ West along said South line 170.73 feet to the point of beginning.

Said lands contain 2,588 square feet

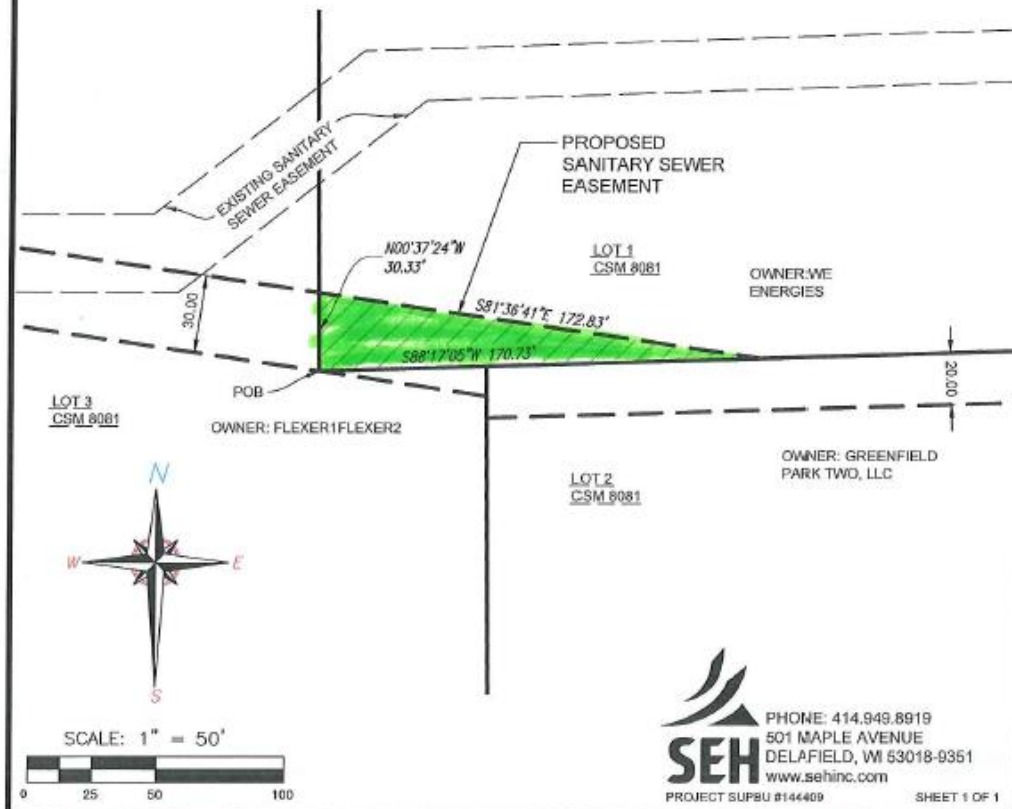


EXHIBIT "B"

CONTRACTOR'S SPECIAL PROVISIONS

A. RELATIONS WITH WE ENERGIES, HEREINAFTER REFERRED TO AS "COMPANY"

No work shall be initiated under this agreement in proximity to underground electrical conductors without a 72 hour prior notice to Company. In addition, all work under this agreement performed in proximity to energized electrical conductors shall conform to the provisions and requirements, with any amendments hereto, of O.S.H.A. Safety and Health Regulations for Construction, in particular but not limited to subpart 1926.550 and the provisions of the Wisconsin State Electrical Code and any amendments thereto.

No building or structure or replacement thereof, including lighting standards, signal or control devices and highway signs, will be erected in proximity to said electric lines which will be in violation of the provisions of the above regulations.

B. NAME AND ADDRESS OF COMPANY REPRESENTATIVES

Company representative who may be consulted by Permittee/Grantee and bidders with regard to utility requirements during construction and the Company representative with whom contractors may arrange for temporary de-energizing and grounding of circuits is Ms. Amy Plato, Area Manager (414) 423-5063. Arrangements must be made at least 15 days in advance.

C. GENERAL - WORK ON COMPANY LANDS

All work, including construction of embankment, clearing, grubbing and grading within and around utility structures shall be subject to inspection by a Company representative; shall be conducted and performed in a manner satisfactory to such representative; and shall be in accordance with the requirements of the plans, standard specifications and these special provisions.

Grantee/Permittee shall exercise extreme care in the prosecution of this work to prevent damage to utility structures, foundations, adjacent structures, underground installations or property. Any damage done by the Grantee/Permittee to existing installations during the progress of this work shall be repaired by Grantee/Permittee at his own expense in a manner satisfactory to Company.

1. Embankment Materials and Methods of Construction

Material for embankments within and adjacent to the towers shall be free of sod, humus, wood, or other degradable materials, frozen lumps and shall all pass a six-inch ring.

All required construction of embankments within a distance of ten (10) feet of a tower structure shall be done by hand or with small equipment which is equipped with direct positive controls, except that work within two (2) feet of a tower member shall be accomplished entirely with hand-operated tools. Clamshells, drag buckets, or any other equipment having indirect controls; or power-driven compaction equipment shall not be used within ten (10) feet of a tower structure.

All embankment work shall be done in such a manner that no direct or indirect pressure will be brought against any portion of the tower structure by the Grantee's/Permittee's equipment.

Prior to placing embankment within and around the towers, Grantee/Permittee shall clean the steel work to be covered by embankment of all earth, oil, or other foreign matter in an approved manner, except that in no case shall Grantee/Permittee use equipment or materials that would damage the steel work, bolts, or galvanized coating.

After the steel work has been cleaned, Grantee/Permittee shall apply a coating of asphalt-based paint, as approved by the Manager, Construction Services, We Energies, on all areas which are to be covered by

fill material. This protective paint coating shall be applied to the steel work to a height of not less than six inches above the finished grade.

This asphalt paint coating shall be applied in two (2) separate coats, allowing 12 hours drying time between applications. Care shall be taken in the construction of embankments to avoid damage to the asphalt paint.

All costs of coating the steel tower legs indicated above shall be construed to be incidental to other contract items and no separate additional payment will be made thereof.

Compaction of the fill material shall be in accordance with the requirements for Special Compaction in Subsection 207.3.6.3 of the Standard Specifications. After a layer of materials has been put into place, compacting work shall begin near the center of a tower structure and shall be carried out in a uniformly expanding pattern except that around any tower leg, both sides shall be compacted simultaneously.

Grantee/Permittee shall not place any embankment or fill material in an area within the tower base occupied by free water.

2. Excavations

When open cut excavation is required in the vicinity of Transmission Structures the following conditions should be met:

- a. The near side of the excavation shall be no closer than 20 feet from the face of the structure involved.
- b. That the grade around a structure shall be maintained for a distance of 20 feet in all directions, as measured at grade perpendicular to the outside face of a steel structure footing or a wood pole. Grading of ground beyond the edge of the resulting square or rectangular flat area shall not be steeper than the following slopes:

	<u>Horizontal Distance</u>	<u>Vertical Distance</u>
Steel towers	4 ft.	1 ft.
Steel poles	4 ft.	1 ft.
Wood H-frames	3 ft.	1 ft.
Single wood poles	2 ft.	1 ft.

- c. The excavation must be shored to prevent any loss of material from the area of the tower foundations to insure retention of structural integrity.

- d. Excavated material shall not be stored in the immediate area of the tower (i.e., piled so as to cause damage to bracing systems).

- e. The excavation shall be backfilled with suitable material and thoroughly compacted.
- f. The surface elevation of the excavated area shall be restored to its original condition and not cause any alteration of the drainage patterns in the area of the tower.
- g. The agency involved should submit plans in advance for any work in the vicinity of transmission structures.
- h. If the above conditions cannot be met, the plans for the proposed project should be submitted to W.E.P.Co. Transmission Engineering for review.

3. Additional Requirements

The Grantee/Permittee agrees:

That no explosives will be used on the Company rights-of-way or Property.

To accept liability for damage or the destruction of property, damage to Company facilities and injury or death of personnel in connection with the proposed construction which will be covered by this agreement.

To reimburse Company for any facility alternation costs which Company may consider necessary due to the construction covered by the agreement.

To provide for the retention of access to Company's facilities which would otherwise be land-locked or an appropriate sum should be offered to Company for this condition resulting from the construction.

To provide for twenty-four hour access to any substation property.

To restore, to a condition satisfactory to Company, any ground surface which may have been disturbed by the Grantee/Permittee operations.

PARTIAL
RELEASE OF EASEMENT

DRAFT

Document Number

WHEREAS, on the 17th day of December, 2010, **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation doing business as We Energies**, granted to **CITY OF GREENFIELD**, hereinafter referred to as "grantee," its successors and assigns, certain easement rights, which easement rights are set forth in that certain document recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin, on the 6th day of January, 2011, as **Document No. 9956588**. WHEREAS, on the 4th day of May, 2011, **WISCONSIN ELECTRIC POWER COMPANY d/b/a We Energies** granted to the **CITY OF GREENFIELD** hereinafter referred to as "grantee," its successors and assigns, certain easement rights, which easement rights are set forth in that certain document recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin, on the 18th day of May, 2011, as **Document No. 9997892**.

WHEREAS, grantee has been requested and is willing to release the following rights from the force and effect of the aforesaid easements, to-wit:

All portions of the easements as it affects Lot 1 of Certified Survey Map No. 8081, recorded on August 28, 2008, as Document No. 9643386, being a part of the Northeast ¼ and Northwest ¼ of the **Southeast ¼ of Section 20, Town 6 North, Range 21 East, in the City of Greenfield, County of Milwaukee, State of Wisconsin**, EXCEPT that part taken in Award of Damages recorded as Document No. 4207017.

RETURN TO:
We Energies
Attn: Annette Bennett
500 S 116th St
West Allis, WI 53214

6079981002

(Parcel Identification Number)

NOW, THEREFORE, for good and valuable consideration, said grantee does hereby release, discharge and abandon only those specific easement rights heretofore mentioned in the immediately preceding paragraph. It is expressly understood and agreed that all other easement rights as set forth in the aforesaid document recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin, as Document Nos. 9956588 & 9997892 **shall remain in full force and effect**.

IN WITNESS WHEREOF, said grantee has caused these presents to be executed on its behalf by its duly authorized Mayor and City Clerk of the City of Greenfield this _____ day of _____, 2021.

CITY OF GREENFIELD

By _____
Michael J. Neitzke, Mayor

By _____
Jennifer Goergen, City Clerk

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Michael Neitzke, the Mayor of the City of Greenfield, and Jennifer Goergen, the City Clerk of the CITY OF GREENFIELD, for the municipal corporation, by its authority.

Notary Public Signature

Name _____

Notary Public State of Wisconsin

My commission expires: _____



Public Health Specialist – Preparedness & Response

Classification

Non-Exempt

Department/Division

Health Department

Reports to

Public Health Nurse Supervisor and/or Health Officer/Director

Summary/Objective

The Public Health Specialist - Public Health Preparedness & Response provides project coordination for COVID-19 and public health emergency preparedness, response and recovery. COVID-19 coordination includes disease investigation, contact tracing, and mitigation (including outreach and vaccination) efforts. This position will work to build a robust public health response to other all-hazards public health preparedness efforts ranging from pandemic influenza to natural disasters.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Coordinates efforts related to COVID-19 disease investigation and contact tracing efforts.
- Coordinates COVID-19 response with all-hazards public health preparedness efforts, including on-going grant-related preparedness efforts.
- Collaborates with community partners to develop and implement effective, evidence-based mitigation efforts to reduce impact of COVID-19 disease in the community.
- Assists with ongoing assessment of pertinent health data to measure the impact of COVID-19 disease, and the corresponding impact of mitigation efforts including vaccination.
- Identifies and defines populations of interest to develop public health preparedness health education messages for specific target populations and programs in the community.



- Assist in planning, development, and evaluation of grant-funded activities in accordance with grant guidelines.
- Works as a team member with other public health staff on other public health programs with a perspective of preparedness, response, and recovery.
- Maintains current knowledge of public health preparedness issues, including COVID-19, pandemic influenza, natural disaster response, and more.
- Assists on a 24/7 basis in response to public health emergencies
- Other duties as assigned related to COVID-19 and public health preparedness.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus

Language and Reasoning Abilities:

- Ability to read, analyze, and interpret common scientific journals and legal documents.
- Ability to respond to common inquiries or complaints from clients, regulatory agencies, or members of the public.
- Ability to effectively present information to top management, public groups, and/or elected officials.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in and deal with several abstract and concrete variables.

Knowledge, Skills and Abilities:

- Effective oral and verbal communication skills.
- Ability to understand and consistently follow directions based on health department policies and procedures.



- Ability to establish and maintain effective working relationships with the public, community groups and state and regional public health agencies.
- Ability to use standard office equipment, i.e., personal computers and related software.
- Ability to prioritize projects and time.
- Ability to work flexible hours and/or days.

Mathematical Skills

- Ability to read and understand statistical materials.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a full-time grant-funded, limited-term position. Normal days and hours of work are Monday through Friday, 8:00 a.m. to 5 p.m. Evenings and weekends as needed.

This position is funded solely by grant funds received by the Greenfield Health Department and/or the City of Greenfield. The position will be contingent upon receiving grant funding for future years. Grant funds are currently anticipated to expire in June 2024.

Travel

Travel is primarily locally during the business day. Occasional travel for training and seminars outside of the city.

Required Education/Training and Experience

Bachelor's degree in public health, health education, health planning, epidemiology, health administration, nursing, or other health-related field.

Preferred Education/Training and Experience

Master's degree in Public Health or related field preferred. Professional experience in public health, including experience with disease investigation or program planning is a plus.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

- Valid Wisconsin Driver's license.
- Ability to deal diplomatically with the public.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and distance vision.

Work Environment:

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to contagious diseases and to toxic or caustic chemicals and outside weather conditions. The noise level in the work environment is usually quiet.

Equipment Used:

Calculator, copy machine, computer terminal, telephone, respirator with a HEPA filter, and an automobile

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits:

Wages and benefits are determined by the existing Non-Represented Resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal



law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
CITY OF GREENFIELD HEALTH DEPARTMENT**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into for the period **07/01/2022** through **06/30/2025** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and **CITY OF GREENFIELD HEALTH DEPARTMENT (“Agent”)**, whose service address is **7325 West Forest Home Avenue, Greenfield, WI 53220**, for the purpose of addressing issues of mutual interest to the parties regarding Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74. The Agent's jurisdiction under this MOA includes the following geographic area(s): **City of Greenfield**. The Department shall issue a future MOA to the Agent by January 1, of the last fiscal year of the current MOA. The Agent shall commit to continue as the Department’s Agent for the future MOA period, by signing and returning the MOA by March 1, of the last fiscal year of the current MOA.

RECITALS:

WHEREAS, the issues of mutual interest include an integrated food safety system and safe operation of retail food, lodging, and recreational establishments within the State of Wisconsin; and

WHEREAS, the intention of this MOA is to provide a framework for the provision of services for the inspection, licensing, complaint and foodborne illness investigation for retail food, lodging, and recreational establishments as an Agent for the DATCP; and

WHEREAS, the primary outcome intended by this MOA is to improve the level of service and consistency for providing inspections, licensing, complaint and foodborne illness investigations for retail food, lodging, and recreational establishments; and

WHEREAS, the parties intend to clarify their relationship to establish a common understanding

regarding their roles, responsibilities, and procedures that will facilitate the best provision of services between our agencies; and

WHEREAS, the DATCP has authority under Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATP 74, authorizing the DATCP to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the DATCP’s local Agent to administer the retail food, lodging, and recreational establishment program for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code; and

NOW, THEREFORE, DATCP and the Agent hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

I. PURPOSE.

The Agent hereby agrees to protect public health and safety, as the Agent of the DATCP under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATP 74, and the terms and conditions of this MOA. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this MOA, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated DATCP policies, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATP 72 (Hotels, Motels, and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and its Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the DATCP.

The DATCP agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and

Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATPC 74, and this MOA.

Pursuant to Wis. Admin. Code § ATPC 74.06 (7), the DATCP shall whenever feasible provide notice to an Agent program at least one fiscal year before making any changes to Department policies and procedures not specified in the MOA that would adversely affect the budget of an Agent program.

This MOA incorporates any amendments to the statutes or administrative rules cited in this MOA, as well as any additional statutes or rules, related to retail food, lodging, and recreational establishment licensing that may be enacted or adopted during the term of this MOA. The Agent agrees that all of its obligations under this MOA include any of these amendments, enactments or adoptions.

A. Meetings and Consultation. Both parties agree to meet as needed, to identify issues of mutual concern and discuss strategies to address identified issues.

B. Designation of Contacts. The Agent agrees to identify its primary spokesperson to the DATCP, and the DATCP agrees to do the same for discussion of all topics identified in this agreement.

II. SCOPE OF WORK.

A. DEFINITIONS

1. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a MOA with the DATCP and is authorized under the terms of that MOA to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.

2. **Agent Program** means the retail food establishment, lodging, and recreational safety regulatory program operated by an Agent.

3. **Agent Program Plan** means the plan developed by the Agent for the administration of the Agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or

regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated Agent status.

4. **Agent Standard** means a member of the Agent’s inspection staff, responsible for leading standardization exercises, as prescribed in the DATCP’s Standardization Manual, for the environmental health inspection personnel in the Agent’s jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the DATCP.

5. **Complaint** means an allegation, presented to an Agent or the DATCP, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code indicated in this contract or a local public health ordinance or regulation.

6. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

7. **DATCP** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

8. **Enforcement Action** means a statutorily-authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code, or a local public health ordinance or regulation. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.

9. **Establishment or Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction licensed pursuant to Wis. Stat. ch. 97.

10. **Fiscal Year** means July 1 of one year through June 30 of the next year.

11. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.

12. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.

13. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:

a. An inspection in an establishment not under the DATCP's regulatory authority.

b. An Agent inspection in its jurisdiction of a DATCP licensed mobile or temporary retail food establishment.

14. **Inspector** means any employee inspecting establishments for the DATCP, or the Agent under the jurisdiction of an Agent program.

15. **License** means the legal authority granted by the DATCP or its Agent to operate an establishment.

16. **Licensee** means the person or entity licensed to operate an establishment.

17. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the DATCP's Agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).

18. **MOA** means a signed, written agreement between a local health department and the DATCP setting forth the obligations of each party in the operation of an Agent program.

19. **Memorandum of Understanding (MOU)** means an agreement between the DATCP and another state agency for designating each agency's responsibilities in shared governance. Examples include agreements with the department of public instruction and the department of natural resources.

20. **New Agent** means an Agent that has entered into its first contract with the DATCP or

an Agent that has applied to reenter into a contract with the DATCP after termination of a previous contract.

21. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency.

22. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating an establishment.

23. **Program Evaluation** means an assessment by the DATCP of the Agent’s adherence to the provisions of this MOA.

24. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds an REHS/RS credential awarded by the National Environmental Health Association.

25. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis. Stat. §440.98 and Wis. Admin. Code. chs. SPS 174 to 177, or is recognized as a registered environmental health specialist/registered sanitarian.

26. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the DATCP, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).

27. **Reinspection** means a mandatory or administrative inspection to ensure that a priority, critical or recurring violation has been corrected. A reinspection shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable reinspection fee may be required per Agent policy. A reinspection will be required as identified in the DATCP’s reinspection criteria for retail food and recreational facilities.

28. **Routine inspection** means the annual evaluation of a licensee’s operation of its establishment.

29. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the DATCP and meets the requirements under Wis. Admin. Code § ATCP 74.08 (2).

30. **Standard** means a DATCP (state standard) or Agent employee (Agent standard) who

is certified as correctly interpreting and enforcing one or more of Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

31. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing one or more of Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

32. **Standardization (initial)** means a sanitarian's first successful completion of required field standardization exercises by using risk based inspection methods, as specified in the DATCP's Standardization Manual.

33. **Standardization (maintenance)** means a sanitarian's successful completion of field standardization exercises by using risk based inspection methods, required every three years to maintain standardization certification, as specified in the DATCP's Standardization Manual.

34. **State Fees** means the DATCP's fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup DATCP costs related to setting standards for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.

35. **State License Fees** means the license fees set by the DATCP, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).

36. **Waterborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons after the ingestion of drinking water from the same source, or after exposure to water from the same source used for recreational purposes, and for which epidemiologic evidence implicates water as the probable source of the illness.

B. ISSUING LICENSES

1. Any establishment that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), is under the regulatory authority of the DATCP and may not be licensed, charged a fee, or inspected in any manner related to food, dairy, or meat processing, or wholesale or retail food operations by the Agent.

2. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:

- a. Name of the Individual, Married Couple or Legal Entity who will hold the license and a complete street address.
- b. Doing business as name (DBA). Name and complete address of the establishment.
- c. License number and expiration date of any current license.
- d. Type of Establishment, for licensing purposes
- e. Numbers of units, rooms, or sites and complexity, if applicable.

3. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the DATCP may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.

4. The Agent, as required in Wis. Stat. § 97.605 (4), shall allow for the holder of a license to transfer the license to:

- a. An individual who is an immediate family member if the holder is transferring operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.

- b. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:

- i. The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the

license was issued.

- ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

5. The Agent, as required in Wis. Stat. § 97.67 (2) shall allow a license to be transferred from an individual to:

- a. An immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.

- b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:

- i. The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.

- ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

6. The Agent, as required in Wis. Admin. Code § ATCP 75.06 (1) and (5) shall require a retail food establishment license upon any change of operator. The Agent shall waive the preinspection fee under the following conditions:

- a. The new license holder is an immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the retail food establishment to an immediate family member.

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:

- i. The retail food establishment remains at the location for which the license was issued.
- ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was previously issued has an ownership interest in the newly formed sole proprietorship or business entity.

c. Initial inspection of micro-market. The DATCP or its agent may issue a license for a new retail food establishment that is a micro-market before it inspects the new retail food establishment that is a micro-market for compliance with this chapter. Before one year after the date that the DATCP or its agent issues a license for a new retail food establishment that is a micro-market, it shall inspect the new retail food establishment for compliance with this chapter.

7. The Agent shall notify the DATCP when, in the performance of its duties, it encounters an unlicensed establishment that falls under the DATCP’s licensing and inspection authority.

8. The DATCP shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent’s licensing and inspection authority.

9. The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a mobile retail food establishment. The following shall also apply:

- a. The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is stored, if a service base variance is granted by the DATCP, or as specified in sub. b.

b. The Agent or the DATCP issuing the mobile retail food establishment service base license may allow another jurisdiction to issue the mobile retail food establishment license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service base is located.

c. Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

d. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

e. An inspection fee may be charged by any Agent program conducting an inspection on a mobile retail food establishment unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

f. Current out-of-state mobile retail food establishments shall continue to maintain a DATCP-issued license unless the DATCP determines that the license should be held by another jurisdiction.

10. An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a transient retail food establishment. The following shall also apply:

a. The transient retail food establishment license shall be issued in the jurisdiction in which the operator is located or the temporary event occurs.

b. Enforcement activities for all operations of the transient retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

c. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

d. An inspection fee may be charged by any Agent program conducting an inspection on a transient retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

e. Current out-of-state temporary retail food establishments shall continue to maintain a DATCP -issued license unless the DATCP determines that the license should be held by another jurisdiction.

C. INSPECTIONS

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79.

1. The Agent Program shall follow standard inspection methods, procedures, policies and guidance documents as prescribed by the DATCP.

2. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and transient retail food establishments. The Agent may propose a different inspection frequency to the DATCP which may only be implemented if approved by the DATCP in writing. Examples include:

a. Micro-market inspections.

b. An inspection frequency based on risk, as long as the number of inspections performed equals the number of licenses issued by the jurisdiction.

3. The Agent Program shall perform a pre–licensing inspection of a license applicant’s establishment for compliance with all applicable ordinances, rules, and statutes. The pre–licensing inspection shall be conducted before the applicant is issued a license and conducts business, except as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).

4. The DATCP may conduct inspections at an establishment in the Agent Program's jurisdiction for all of the following purposes:

- a. Training or standardization of DATCP staff or Agent Program staff.
- b. In response to an emergency.
- c. For monitoring and evaluating the Agent Program's licensing, inspection, and enforcement program.
- d. At the request of the Agent Program.

5. Whenever feasible, the DATCP shall notify the Agent of the DATCP's intent to inspect an establishment in the Agent program's jurisdiction. The Agent may accompany the DATCP during such inspections.

6. The Agent may elect, in writing to the DATCP, to inspect vending machines.

7. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.

8. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.

9. Every effort shall be made to conduct inspection activities during times when normal business practices and procedures can be observed to access active managerial control.

10. If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff and the licensee, or licensee's designated person in charge.

11. The Agent shall perform inspection duties required by, and in compliance with, the DATCP's MOU's. The DATCP will provide the Agent a copy of each MOU it executes.

12. The Agent may, with written approval from the DATCP, enter into written contracts

with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this MOA. The Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this MOA.

13. The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.

14. The Agent shall use the DATCP's electronic software program for conducting and documenting inspections. If the Agent has been the DATCP's Agent before April 1, 2009, the Agent may use the DATCP's electronic software program or the DATCP -approved paper forms for conducting inspections. The DATCP will provide, maintain and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.

D. INSPECTION DOCUMENTATION

The Agent shall complete inspection activities and reports as outlined in the DATCP's inspection documentation policy and procedure for retail, lodging, and recreational programs.

E. COMPLAINTS AND FOODBORNE DISEASE INVESTIGATIONS.

1. The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction. The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the DATCP. The complaints shall be addressed in decreasing order of priority as follows:

- a. An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction.
- b. An allegation indicating a potential public health problem, that is neither a serious nor an imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.
- c. An allegation of a violation, not indicating a public health hazard, associated with

a licensee or establishment under the Agent Program’s jurisdiction.

2. The Agent shall notify and consult with the DATCP and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies. The Agent Program shall coordinate complaint investigations, as necessary, with other agencies having jurisdiction.

3. The Agent shall conduct an investigation if there is a complaint concerning a retail food establishment exempt from the requirement to hold a license, as defined in Wis. Admin. Code § ATP 75.063, within its jurisdiction, or upon DATCP request.

4. Each complaint, and documentation of a complaint investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

5. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in Wisconsin’s Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility linked to the outbreak, as soon as epidemiological evidence links that facility with the outbreak. In addition:

a. The Agent shall notify the Department of Health Services’ (DHS) Communicable Disease Epidemiology Section (CDES.)

b. The Agent shall notify the DATCP via the Emergency Responses mailbox.

datcpfoodcomplaintsemergencyresponse@wisconsin.gov

c. Upon the Agent's request, the DATCP shall assist in the investigation.

d. In the event the outbreak becomes cross-jurisdictional, the DATCP, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

e. In order for the DATCP to share foodborne illness outbreak information with the agent, the agent shall enter into a long term Food, Feed and Cosmetic 20.88 agreement with the US Food and Drug Administration (FDA). This agreement allows FDA to share confidential

commercial information (CCI), personal privacy information (PPI), and pre-decisional information (PDI) during a foodborne illness outbreak investigation. These agreements shall be completed and filed with FDA.

6. The Agent, if requested by the DATCP, shall conduct effectiveness checks pertaining to product recalls or other situations in which food must be removed from sale or service.

7. Agent participation and involvement with the National Environmental Assessment Reporting System (NEARS).

a. An Agent that has two or more foodborne illness outbreaks in its jurisdiction during the previous MOA period shall provide a qualified and trained sanitarian to conduct NEARS investigations in their jurisdiction.

b. Any Agent is welcome to participate even if not meeting the criteria in par. a.

c. The DATCP shall assist in any NEARS investigation if requested by the agent.

d. The agent shall accompany the DATCP during a NEARS investigation in their jurisdiction.

F. ENFORCEMENT

1. The Agent Program shall take necessary actions to enforce the provisions of Wis. Stat. § 97.30 and subchs. III and IV of Wis. Stat. ch. 97 and related administrative rules in Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, and any local ordinances or regulations, adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for establishments over which the Agent Program has been delegated authority under the MOA when an observation is made including, but not limited to, the following:

a. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.

b. Noncompliance with written inspection orders.

c. Continued repeat violations noted on inspection reports.

d. Operating without a required establishment license.

2. Enforcement actions may include license revocation; license suspension; fines or

civil forfeitures; temporary or final orders to close; temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses or the voiding of a license.

3. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the DATCP during evaluations, whenever it is substantively changed, or upon request.

4. The Agent Program shall notify the DATCP, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions.

5. The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program's jurisdiction.

6. If the DATCP has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the DATCP may act, pursuant to Wis. Stat. §§ 97.12, and 97.65, to enforce compliance with this chapter.

7. The DATCP shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.

8. The Agent program may deny, suspend, or revoke a license or impose conditions on a license, as provided in Wis. Stat. § 93.06 (7) and (8). Except as otherwise provided by statute, rule, or local ordinance, the suspension or revocation of a license shall comply with the prior notice requirements of Wis. Stat. § 227.51.

G. SAMPLING

1. The Agent shall take samples requested by the DATCP for routine sampling schedules or in association with a food or waterborne outbreak.

2. Routine sampling requested by the DATCP may include any of the following:

- a. Monitoring sampling.
- b. Surveillance sampling.
- c. “For Cause” sampling.

3. The Agent Program may conduct any requested sample analyses in a laboratory certified by the DATCP, pursuant to Wis. Admin. Code ch. ATCP 77 for those analyses. All costs associated with collecting and analyzing these samples shall be assumed by the Agent Program.

4. The Agent Program shall share laboratory results with the DATCP.

5. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the DATCP’s Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the DATCP’s laboratory. The DATCP shall assume the cost of the laboratory analysis of those samples.

H. STAFFING

1. The Agent Program shall have sufficient employees to implement the program according to the terms of this MOA.

2. Except as specified in Par. 4, each sanitarian employed by the Agent Program shall meet one of the following requirements:

a. Is RS-eligible, which means having met one of the following criteria:

i. Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45-quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.

ii. Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.

iii. Holding a baccalaureate or higher degree from an accredited college or university.

iv. Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences; or

b. Is an RS in training; or

c. Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential.

3. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and shall be deemed competent to perform inspections by passing standardization exercises.

4. Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:

a. A RS-credentialed employee supervises the non-credentialed employees; and

b. Each TRH license is inspected at least once every five years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years; and

c. A written plan of implementation and tracking for TRH inspections shall be provided to the DATCP for review and approval; and

d. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the DATCP.

e. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the DATCP's training manual.

5. If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the DATCP may allow the Agent additional time to hire a qualified replacement. A replacement who is

not a Registered Sanitarian may be hired, if approved by the DATCP, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory oversight contract shall be provided to the DATCP and shall include the amount of time allotted for oversight activities and what specific duties the supervising Registered Sanitarian will provide.

6. The Agent shall designate a sanitarian or Registered Sanitarian, as required by the DATCP, to undergo the standardization exercise evaluating enforcement of Wis. Admin. Code ch. ATCP 75 Appendix as prescribed in the DATCP's Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. As the DATCP develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.

7. The Agent Standard shall perform DATCP-required exercises with the DATCP to maintain his or her status as the Agent Standard, as prescribed in the DATCP's Standardization Manual.

8. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the DATCP's Standardization Manual.

9. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the DATCP.

10. An employee of the Agent shall participate on DATCP rulemaking and policy advisory committees when requested.

11. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee's relationship with any person at the inspected establishment could cause the employee not to be able to conduct an objective, unbiased

inspection.

12. The Agent Program is solely responsible for all employment–related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program’s employees, except as otherwise provided by law.

13. Upon the Agent’s request, the DATCP shall provide technical assistance and training to Agent staff.

I. EDUCATIONAL OUTREACH

The Agent will cooperate with the DATCP in conducting training programs for licensees and employees of establishments located in its jurisdiction.

III. REPORTS AND RECORDS.

A. If the Agent Program is not using the DATCP’s electronic licensing and inspection program, the Agent shall maintain current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility and contain at least the latest three years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak and follow-up investigation information, and approvals of variance requests, Hazard Analysis Critical Control Point (“HACCP”) plans and waivers.

B. If the Agent is not using the DATCP’s electronic inspection and licensing software, the Agent shall use inspection report forms approved by the DATCP for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.

C. The Agent shall submit reports as requested by the DATCP. The DATCP may review or request a copy of any inspection report, correspondence, or order served on any licensee within the Agent’s jurisdiction; annual program budget reports, projections, and any other report the DATCP determines it needs to monitor the Agent’s performance, including, but not limited to, Center for Disease Control and Prevention (“CDC”) risk factor reports, self-assessments, or any other required reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATCP 74.

D. The Agent Program shall accurately and completely document the cost of the Agent's program that is administered under the contract with the DATCP. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the MOA with the DATCP. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the DATCP.

E. By the 10th of the month immediately following the month in which the Agent issues a license, or receives notification from a licensee of a change affecting its license, the Agent shall provide a report of all such license issuances and changes to the DATCP. This requirement also applies to transient retail food establishments, as defined in Wis. Admin. Code ch. ATCP 75. This reporting requirement is satisfied by the Agent's use of the DATCP's electronic licensing and inspection software.

F. By September 30th of each year, the Agent shall give the DATCP a complete list of the names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of the DATCP's electronic licensing and inspection software.

G. Within 10 days after the date on which it takes place, the Agent shall report to the DATCP, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin Registered Sanitarians/REHS and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel who are providing services under this Contract.

H. The Agent shall submit a completed CDC Risk Factor Tracking Sheet annually to the DATCP for the purpose of enabling the DATCP to determine the types of violations found in

facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of the DATCP's electronic licensing and inspection software.

I. As required by Wis. Admin. Code ch. ATP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the DATCP, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATP 74 and any other information the DATCP requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:

1. Employee positions that will issue licenses or conduct investigations and inspections.
2. Staffing and budget plans for issuing licenses, conducting investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules and local ordinances.
3. A list of the licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this MOA.
4. A list of the fees to be charged by the Agent to licensees. A local ordinance may establish local license fees that differ from fees charged under Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the DATCP. All license fees shall be based on the Agent's reasonable program costs, pursuant to Wis. Stat. § 97.41 (4).
5. A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations.
6. Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.
7. Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.
8. Procedures for notifying the DATCP when the Agent receives information or a complaint concerning an establishment that may need to be licensed or inspected by the DATCP

within the Agent’s geographical area.

9. Procedures, including cooperation with the DATCP, for investigating reports of suspected foodborne disease.

10. Procedures to ensure the time period within which the Agent will make a determination on an application for a license does not exceed 30 days following receipt of a complete application.

11. Any other information that the DATCP may reasonably require for its review of the Agent’s program plan.

IV. REIMBURSEMENT TO THE DATCP FOR STATE FEES COLLECTED BY AGENT

A. The Agent shall reimburse the DATCP for the state fees from the license fees the Agent collects, as provided under sub. B.

B. The state fees shall not exceed 20% of the state license fees the DATCP sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection, reinspection and inspection fees.

C. As of the date of this MOA, the state fees are 10% of the state license fees. The DATCP may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food, lodging, and recreational establishment license fee reimbursement shall be:

1. A fee equal to 10% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

2. Starting July 1, 2023, A fee equal to 11% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

3. Starting July 1, 2024, A fee equal to 12% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

4. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the Agent, if the Agent fails to submit the annual self-assessment as required under Section VII, to the DATCP, by September 30 of that year. A fee payment under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.

D. The DATCP shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.

E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:

1. Retail Food Establishments - using Wis. Admin. Code § ATCP 75.08 Table B.
2. Lodging and Recreation Facilities – using Wis. Admin. Code chs. ATCP 72, 73, 76, 78 and 79.

F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the DATCP for the state fees.

G. If the Agent Program has contracted with the DATCP, pursuant to Wis. Stat. § 97.41 and Wis. Admin. Code § ATCP 74.06, for the DATCP to collect fees and issue licenses, the Agent Program shall pay the DATCP for the actual cost of providing these services.

V. REIMBURSEMENT BY THE DATCP FOR VENDING INSPECTIONS

A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the DATCP, no later than September 30 unless the DATCP in its sole discretion extends the deadline for submission, to receive reimbursement from the DATCP for performing the inspections.

B. No later than September 30 of the next fiscal year, the DATCP shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the DATCP extends the deadline for submitting inspection information, the DATCP may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the DATCP's clerical and automated licensing processing costs from the license fee.

C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year.

VI. COSTS

The total license fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

VII. EVALUATION AND TRAINING

A. At least once each year, the Agent Program shall submit a self-assessment in a format determined by the DATCP. The DATCP may waive the self-assessment requirement in a year where the DATCP conducts an evaluation. The DATCP shall evaluate the Agent Program based on the following required information in the self-assessment:

1. The Agent Program's compliance with the MOA terms.
2. The Agent Program's progress in meeting program standards adopted by the DATCP.
3. The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP 74.20.

B. The DATCP shall conduct an evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this MOA, program standards set by the DATCP, and applicable statutes and administrative rules. The DATCP may conduct the evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The evaluation process shall include an office

component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, budget information, and other required documentation. The field component shall include DATCP personnel performing maintenance standardization with the sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable.

C. In addition to the required evaluation, the DATCP may perform additional evaluations of the Agent's performance at any reasonable time with reasonable advance notice.

D. The DATCP shall provide the Agent program with the DATCP's written findings based on the review of the self-assessment or an evaluation. The DATCP may, as deemed necessary, increase the evaluation frequency.

E. The Agent shall submit to the DATCP any required corrective action plan detailing how the Agent will meet MOA requirements.

F. The DATCP shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable.

G. The Agent shall document progress on the approved corrective action plan on their next one or two yearly self-assessments as necessary.

H. The Agent shall incorporate the approved corrective action plan in its Agent Program Plan.

I. If the Agent fails to meet the conditions specified in the corrective action plan, the DATCP shall:

1. Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the MOA in a conditional status with a deadline for the Agent to meet the corrective action plan conditions.

2. Remove conditional status of the MOA if deficiencies are corrected within the conditional time period.

3. Notify the Agent of its intent to terminate the MOA and revoke Agent status, as provided pursuant to Wis. Admin. Code § ATCP 74.26, if deficiencies remain uncorrected after a conditional deadline has passed.

4. The Agent may request a hearing on the termination in writing, as provided in Wis. Admin. Code § ATCP 1.03 (3), with the request including the information required in Wis. Admin. Code § ATCP 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date.

J. Notwithstanding these provisions, the DATCP may exercise its right to immediately suspend a MOA, pursuant to Wis. Admin. Code § ATCP 74.26 (3), to protect public health or safety.

VIII. NONDISCRIMINATION

A. In connection with the performance of work under this MOA, the Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

B. Pursuant to s. 16.75(10p), Wis. Stats., Agent agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a organization that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

C. Pursuant to 2019 Wisconsin Executive Order 1, Agent agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

D. The DATCP assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

IX. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions: The following definitions apply to this section.

1. “Confidential Information” : means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this MOA, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

- a. Personally Identifiable Information as defined in sub. 2;
- b. Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to the DATCP’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
- c. Information expressly designated as confidential in writing by the DATCP.

2. “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

- a. The individual’s Social Security number;
- b. The individual’s Driver’s License number or state identification number;
- c. The number of the individual’s financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual’s financial account;
- d. The individual’s DNA profile; or
- e. The individual’s unique biometric data, including fingerprint, voice print, retina or

iris image, or any other unique physical representation, and any other information protected by state or federal law.

3. “Corrective Action Plan” means a plan, developed by the Agent and approved by the DATCP, that the Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this MOA, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this MOA and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this MOA and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this MOA. The Agent shall be responsible for the breach of this MOA by any said Representatives.

2. The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.

3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the DATCP, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the DATCP, as directed.

4. The Agent shall return to the DATCP all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this MOA, upon termination of this MOA and

shall destroy all copies.

C. Legal Disclosure. If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the DATCP's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the DATCP to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the DATCP, under this section, at any time when Agent is required to release information under other authority of law.

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this MOA, or that any Confidential Information has been lost or is unaccounted for, the Agent shall notify the DATCP's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local Agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

2. The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the DATCP's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

X. TERM, TERMINATION, REVOCATION OR SUSPENSION OF AGENT MOA

A. The term of this MOA shall be a period of three years, commencing on the effective date set forth above.

B. TERMINATION. The DATCP or the Agent may terminate this MOA upon 90 days written notice to the other party. The notice shall specify the reasons for termination and the last

day the Agent will have Agent status. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The 90 days' notice requirement may be waived by mutual written consent of the parties.

B. REVOCATION. If the DATCP finds that the Agent has failed to comply with the requirements for Agent status under Wis. Stat. §§ 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATP 74, or the terms and conditions of this MOA, the DATCP may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.

C. SUSPENSION. If the DATCP finds that suspension of this MOA is necessary to protect the public's health or safety, the DATCP may immediately suspend this MOA upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § ATP 1.03 (3), including the information required in Wis. Admin. Code § ATP 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.

D. REIMBURSEMENT UPON TERMINATION OR REVOCATION:

1. Vending: If this MOA is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines performed under the MOA up to and including the date of termination or revocation.

2. Other Licenses: If this MOA is terminated or revoked, the Agent shall reimburse the DATCP for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.

E. TRANSFER OF RECORDS. Upon termination or revocation of this MOA, the Agent shall transfer all inspection and enforcement records to the DATCP.

IN WITNESS WHEREOF, DATCP and CITY OF GREENFIELD HEALTH DEPARTMENT have executed this MOA as of the date this MOA is signed by DATCP. This MOA may be executed in multiple originals, which together shall constitute a single agreement. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this MOA.

CITY OF GREENFIELD HEALTH
DEPARTMENT

DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

BY: _____
Darren J. Rausch, MS, CPH

BY: _____
Amy Millard

TITLE: Health Officer/Director_____

TITLE: Deputy Administrator

DATE: _____

DATE: _____



GRANT AGREEMENT

The grant to your organization from the Compeer Financial Fund for Rural America, (hereinafter "Fund for Rural America") is for the explicit purpose(s) described in the Grant Application and is subject to your acceptance of the terms described therein.

To acknowledge this agreement, to accept the grant and receive the funds, return a signed copy of this Grant Agreement to Compeer Financial, ACA. Keep the other copy for your files. Please refer to the identification number and title in all communications concerning this grant.

Grantee: Greenfield Farmers Market

ID #: 2022

Amount Granted: \$1,000

Grant Period: January 1, 2022 through December 31, 2022

Funds to be used for: signage, social media outreach, and shopper activities

The undersigned hereby agrees to the following grant conditions:

1. The funds provided by this grant may be spent only in accordance with the provisions of the grantee's funding request and budget as approved. Grantee shall not use the funds for any purpose prohibited by applicable law, and shall use the funds only for those purposes which are permissible under all applicable laws and regulations, including but not limited to the Internal Revenue Code, as amended and the regulations issued thereunder. Grantee shall comply with any and all applicable federal, state and local laws.
2. No funds provided by the Fund for Rural America may be used for any political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of nonpartisan analysis, study and research.
3. Expenses charged against this grant may not be incurred prior to the date at which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
4. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
5. The grantee shall return any unexpended funds to Fund for Rural America, which are not used for the approved purposes and/or remain unexpended at the close of the grant period.

6. Funds shall be promptly returned to Fund for Rural America if Fund for Rural America determines, in its sole discretion that the grantee has not performed in accordance with the Terms of the Grant and/or has not met the specific grant conditions of the approved program.
7. For the purposes of making verifications, as it deems desirable toward the fulfillment of Fund for Rural America objectives, Fund for Rural America may conduct site visits and/or review grantee's records at reasonable times during grantee's regular business hours.
8. Grantees are required to recognize Fund for Rural America in all publicity materials related to the funded project or program, as specified in the grant request. Prior to making public any such materials, grantees must submit the text of any announcements and plans for publicity to the Fund for Rural America Officer responsible for the grant. Approval of the Fund for Rural America Officer is required prior to any such materials being announced or made available to the public. Grantee shall cooperate with Fund for Rural America in connection with all publicity materials that Compeer Financial, ACA may wish to publish regarding Fund for Rural America and/or the project, including, but not limited to providing photo releases and/or other consents.
9. Grantee agrees to indemnify and hold Compeer Financial, ACA and Fund for Rural America harmless and, at its own cost and expense, defend Compeer Financial, ACA and Fund for Rural America, its officers, employees and directors from and against any and all liability, including but not limited to costs, attorney's fees, and claims for damages arising out of grantee's actions in furtherance of the project for which grant funds have been awarded. Compeer Financial, ACA and Fund for Rural America shall not be liable for any claims arising out of the project or any work performed in connection therewith. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, directors and subcontractors."
10. Grantee warrants and represents that it has made no material false statement, or misstatement of fact, in connection with its Grant Application or its receipt of the Grant Funds, and all information previously submitted to Fund for Rural America or which it will submit to Fund for Rural America in the future relating to the grant or the project, is and will be true and correct.
11. Grantee shall not engage in discriminatory practices with respect to the project for which grant funds have been provided, and shall, with respect to all project activities, fully comply with all state, local and federal non-discrimination laws, as applicable.
12. To submit a final report thirty (30) days after the completion of the grant, of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds.
13. PAYMENT OF GRANTS: Fund for Rural America reserves the right to terminate or modify any payments pursuant to this grant, including modification of previously agreed upon payment schedules should this be deemed appropriate by Fund for Rural America.
14. LIMIT OF COMMITMENT: This grant is made with the understanding that Fund for Rural America has no obligation to provide other or additional support to the grantee.

15. Nothing contained in this Agreement, nor in the application process or the granting of funds, shall be intended or construed in any manner as creating or establishing a relationship of partners or joint venture between the grantee and Fund for Rural America, nor shall grantee be considered or deemed to be an agent, representative or employee of Compeer Financial, ACA or Fund for Rural America.
16. This Agreement shall be construed in accordance with the laws of the State of Wisconsin and any proceedings or disputes arising out of this Agreement shall be venued in Dane County, Wisconsin.
17. The waiver of any breach of any provision of this Agreement by Fund for Rural America shall not be deemed to be a waiver of any such breach in the future or any other breach of any other provision.
18. Grantee hereby states that no goods or services were received in exchange for the donation from Compeer Financial, ACA.

In accepting the grant, the grantee accepts the terms stated in this agreement.

Organization: GREENFIELD FARMERS MARKET

Signature of Authorized Representative: Heidi Herro

Printed Name / Title: HEIDI HERRO / FARMERS MARKET Manager

Date: 12/22/21



WISCONSIN DEPARTMENT OF CORRECTIONS

Governor Tony Evers / Secretary Kevin A. Carr

MEMORANDUM OF UNDERSTANDING

FOR THE OVERDOSE FATALITY REVIEW

BETWEEN <INSERT LOCAL AGENCY NAME THAT LEADS THE OFR TEAM>

AND

THE WISCONSIN DEPARTMENT OF CORRECTIONS

This Memorandum of Understanding (MOU) is made by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, ("DOC"), and, <INSERT THE LOCAL AGENCY THAT LEADS THE OFR TEAM AND ADDRESS>, collectively "the parties".

The DOC employee responsible for administration of this MOU will be <INSERT NAME> as the "Contract Administrator" whose principal business address is <INSERT ADDRESS>. In the event that <INSERT NAME> is unable to administer this MOU, DOC will designate a new Contract Administrator.

The <INSERT THE LOCAL AGENCY THAT LEADS THE OFR TEAM> employee responsible for administration of this MOU will be <INSERT NAME> as the "Contract Administrator" whose principal business address is <INSERT ADDRESS>. In the event that <INSERT NAME> is unable to administer this MOU, <INSERT THE LOCAL AGENCY THAT LEADS THE OVERDOSE FATALITY REVIEW TEAM> will designate a new Contract Administrator.

Now, therefore, it is agreed:

WHEREAS, the parties are vested with the authority to promote and protect the public health and safety and to provide services which will improve the well-being of those they serve.

WHEREAS, the parties agree that they are mutually served by the establishment of a multi-agency, multi-professional Overdose Fatality Review (OFR) team, and the outcomes of the reviews will be the identification of risk factors, potential gaps in service, barriers to care, and the development of recommendations for interventions and prevention strategies.

WHEREAS, the objectives of an OFR team are agreed to be:

1. Accurate identification and uniform reporting of the cause, manner, and relevant circumstances of overdose deaths with special emphasis on those features that relate to potential preventability.
2. Improved communication and coordination of agency responses to overdose deaths in the investigation and delivery of services.
3. Design and implementation of cooperative, standardized guidelines for the investigation of certain categories of overdose death.
4. Identification of needed changes in legislation, policy and practices, and expanded efforts to prevent overdose deaths.

WHEREAS, the parties agree that the participation of the DOC as part of the OFR team is essential to an effective review.

WHEREAS, the parties agree that the review process requires case-specific sharing of records, and that confidentiality is inherent in many of the involved reports so that there will be clear measures taken to protect confidentiality, and no case review will occur without all present abiding by the confidentiality agreement.

NOW THEREFORE, it is agreed that the DOC will designate a representative to participate in the local OFR team designated above and will share information as part of the review process in accordance with DOC policies and procedures. All team members and others present at a review will sign a confidentiality agreement which prohibits any unauthorized dissemination of information beyond the purpose of the review process. The parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to maintaining the confidentiality of any records and information shared, including medical records and the release of patient information. Case identification will only be utilized to enlist inter-agency cooperation in the investigation, delivery of services, and development of prevention initiatives. It is further understood that there may be an individual case which requires that a particular agency be asked to take the lead in addressing a systemic or quality of care issue based on the agency's clear connection with the issue at hand. It is further understood that a participating agency may use information obtained at the review in accordance with the mandated responsibilities of that agency. The parties further understand that each local OFR team may share data with the Wisconsin Department of Health Services (DHS). **<INSERT THE LOCAL AGENCY THAT LEADS THE OVERDOSE FATALITY REVIEW TEAM>** has a data use agreement with DHS that governs storage of data collected for the purpose of OFR team case review and entered in the OFR Data System housed in a secure REDCap server at DHS. Sharing of this data with DHS to establish a state central registry for overdose death data will allow for comparison of risk factors across overdose fatalities and identification of recurring circumstances for which prevention efforts may be identified.

In Witness Whereof, the parties have, through dually authorized representatives entered into this MOU. The parties having read and understand the foregoing terms of the MOU do by their respective signatures dated below hereby agree to the terms thereof.

<INSERT THE LOCAL AGENCY THAT LEADS THE OVERDOSE FATALITY REVIEW TEAM>

By: _____ Date: _____

<INSERT NAME>, <INSERT TITLE>

<INSERT THE LOCAL AGENCY THAT LEADS THE OVERDOSE FATALITY REVIEW TEAM>

Wisconsin Department of Corrections

By: _____ Date: _____

Kevin A. Carr, Secretary

Wisconsin Department of Corrections



Finance and Human Resources Meeting

Item Number:

Introduced By: Public Works (Laskoski)

Date Introduced: January 12, 2022

RELATING TO:

Discussion and decision to **approve transferring \$110,000 from the general fund account 010-1910-530.5900 to a capital equipment project to purchase a tractor and mower attachment.**

SUMMARY:

There is an urgent need to purchase a tractor and mower attachment.

The tractor will be used to mow alongside the new Powerline Trail, as well as other park and roadside areas in the city.

The funds were approved in the 2022 budget for general street repairs. A portion of those funds are being shifted to purchase the tractor which is a higher priority.

FINANCIAL:

Three quotes were obtained for a John Deere 5100M Tractor and R20 Flex Wing Rotary Cutter. The lowest quote will be selected.

RECOMMENDATION:

Approve transferring \$110,000 from the general fund account 010-1910-530.5900 to a capital equipment project to purchase a tractor and mower attachment.

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





Committee: Finance and Human Resources
Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: January 12, 2022

RELATING TO:

Discussion/decision regarding agreement with Meijer Great Lakes Limited Partnership for acceptance sponsorship agreement.

This agreement allows for the acceptance of Sponsorship in the amount of \$5,000 from Meijer Great Lakes Limited.

Sponsorship is as outlined in addendum.
\$5,000 Youth Sports Partner/Sponsor

Thank you,
Scott Jaquish, Director
City of Greenfield Department of Parks and Recreation

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

NOVERMBER 2021
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$559,088.95	12/31/2001	variable		\$38.39	21901270
Money Mkt/BMO Harris Bank	\$511,859.90	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	\$23,284,648.71				\$71.91	

LOCAL GOVERNMENT INVESTMENT POOL

November 2021 Statement

October Ending Balance	\$	8,481,328.59
1 Deposit (s) in November		823,956.10
0 Withdrawal(s) in November		-
November Interest Earnings @ 0.08%		555.45
TOTAL	\$	9,305,840.14

PACKETS FOR WEDNESDAY, 1 / 12 / 2022 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	12/30/2021	\$	138,203.31
AP CHECKS - TAX REFUNDS	1/6/2022	\$	607.65
AP CHECKS - TAX REFUNDS	1/7/2022	\$	149.71
AP CHECKS	1/7/2022	\$	443,635.28
AP CHECKS		\$	
WIRE TRANSFERS -		\$	
P-CARDS - DECEMBER 2021		\$	244,848.43
TOTAL \$			827,444.38

CC: PAULA

CC; FINANCE FOLDER

ACCOUNT CLASSIFICA AND FUNCTION		2021 AMENDED BUDGET	2021 ACTIVITY THRU 11/30/21	REMAINING BALANCE
DESCRIPTION				
ESTIMATED REVENUES				
TAXES	TAXES	18,945,189	18,957,501	(12,312.00)
INTGOV	INTERGOVERNMENTAL	4,144,513	4,221,000	(76,487.00)
L&P	LICENSES AND PERMITS	1,225,740	1,064,973	160,767.00
FINES	FINES-FORFEITS-PENALTIES	733,000	471,945	261,055.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,508,100	1,447,409	60,691.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,269,193	958,227	310,966.00
MISC REV	MISCELLANEOUS REVENUE	346,944	192,292	154,652.00
OTH FIN	OTHER FINANCING SOURCES	949,462		949,462.00
TOTAL ESTIMATED REVENUES		29,122,141	27,313,347	1,808,794.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,648,889	3,050,910	597,979.00
PS	PUBLIC SAFETY	19,348,723	16,279,527	3,069,196.00
PW	PUBLIC WORKS	3,809,459	3,477,637	331,822.00
HHS	HEALTH AND HUMAN SERVICES	916,769	725,533	191,236.00
CRE	CULTURE, REC AND EDUCATION	1,157,408	935,626	221,782.00
PD	PLANNING AND DEVELOPMENT	225,893	172,454	53,439.00
OTHER	OTHER FINANCING SOURCES (USES)	15,000	15,000	
TOTAL APPROPRIATIONS		29,122,141	24,656,687	4,465,454.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			2,656,660	2,656,660.00
BEGINNING FUND BALANCE		9,205,459	9,205,459	
ENDING FUND BALANCE		9,205,459	11,862,119	