



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

COMMON COUNCIL MEETING AGENDA

Tuesday, October 18, 2022 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the October 4, 2022 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Old Business
 - 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)
 - ii. One alternate member to the Tree Commission for a term to expire 5-1-24 (formerly Chloe Selkirt)
 - 2. Approve a Resolution for a Special Use Permit to establish a drinking place within The Woods – GreatLife Senior Community, to be located at 11800-02 W. Edgerton Ave., submitted by Greg Petruski, d/b/a GLPropCo-Greenfield, LLC. (Tax Key No. 611-8964-000) (PC-8/09/22 Kastner; CC-10/04/22) REQUEST WITHDRAWN BY APPLICANT, NO ACTION REQUIRED.
 - 3. Approve Site and Architectural Plans for proposed construction of a gazebo to house a drinking place at The Woods – GreatLife Senior Community, to be located at 11800-02 W. Edgerton Ave., submitted by Greg Petruski, d/b/a GLPropCo-Greenfield, LLC. (Tax Key No. 611-8964-000) (PC-8/09/22 Kastner; CC-10/04/22) REQUEST WITHDRAWN BY APPLICANT, NO ACTION REQUIRED.
 - 4. Approve application for 2022-2023 Combination "Class B" fermented malt beverage and liquor license for The Woods - A Greatlife Community, Gregory James Petruski, Agent, for the property at 11800 W. Edgerton Ave. (Infinity Development, LLC), outdoor gazebo amenity with lockable primary entrance door. Gazebo will have lockable, opening garage doors providing access to an adjacent patio area to be included in licensed area. Gazebo will house all records for sales, service, consumption, and provide storage of alcohol beverages and other records located at 11800 W. Edgerton Ave. (Goergen) (CC-10-04-22) REQUEST WITHDRAWN BY APPLICANT, NO ACTION REQUIRED.

J. New Business

1. Approve applications for 2022-2023 operator licenses (Goergen)
2. Approve application for a Temporary Class "B" Beer and "Class B" Wine Retailer's License received from Greenfield Education Foundation to sell fermented malt beverages and wine indoors at Greenfield Education Foundation Trivia Night on January 20, 2023 from 6:30 PM - 10:00 PM at 7215 W. Cold Spring Road. (Goergen)
3. Approve application for 2022-2023 Entertainment license for Daniels Palace, Rachel Daniels, Agent, for the property at 3800 S 108th St (Daniels Palace) (Indoor: Bands, DJ, jukebox. Outdoor: n/a) (Goergen)
4. Approve application for a 2022-2023 Secondhand/Pawnbroker Article Dealer license received from Greenfield Range Operations LLC, Gregory Allen Kurtz, Agent, for the property at 10557 W. Layton Ave. (Range USA) (Goergen)
5. Resolution appointing additional election inspectors for 2022-2023. (Goergen)
6. Adopt an Ordinance amending the secondhand article dealer fee in section 3.12(3) of the Greenfield Municipal Code fee schedule. (Goergen)
7. Approve application for 2022-2023 Combination "Class A" fermented malt beverage and liquor license for Jens Beer and Liquor, Sukhwinder Singh, Agent, for the property at 4312 W Howard Ave. (Singh Aish Inc), Alcohol beverages are in the main cooler which is an 8 door slide cooler. There are 4 aisles in the store where all the alcohol beverages are shelved. There is extra storage in the basement. There are 5 shelves where there is extra liquor stored and there is some extra beer stored in the cooler. Documents will be stored in the office located at 4312 W Howard Ave. (Goergen)
8. Approve a Special Use Review and Site Plan Review for Jen's Beverage Center, an existing business located at 4312 W. Howard Ave., submitted by Sukhwinder Singh d/b/a Singh Aish Inc. (Tax Key No. 555-8979-000) (PC-10/11/22 Kastner)
9. Approve Site Plans for a proposed parking lot at The Lokal, a proposed business to be located at 8415 Sura Ln., submitted by Scott J. Yauck d/b/a Cobalt Partners, LLC. (Tax Key No. 606-0053-008) (PC-10/11/22 Kastner)
10. Approve a Certified Survey Map for proposed combination of five parcels located at 4555 W. Forest Home Ave., submitted by Alejandro Hernandez. (Tax Key No. 531-0000-900) (PC-10/11/22 Kastner)
11. Approve Site and Architectural Plans for proposed exterior modifications to Walmart, and a Signage Plan Appeal for Walmart an existing business located at 10600 W. Layton Ave., submitted by Ed Wilson d/b/a LK Architecture and Richard Goff d/b/a Walmart Stores. (Tax Key No. 608-9995-010) (PC-10/11/22 Kastner)
12. Approve a Special Use Review and Site Plan Review for Sm:)e FX Dental, an existing business located at 6919 W. Forest Home Ave., submitted by Samantha Castoreno and Glenn L. Gequillana, DDS d/b/a Sm:)e FX Dental, LLC. (Tax Key No. 571-8958-000) (PC-10/11/22 Kastner)
13. Approve a Special Use Review and Site and Architectural Plans for Welk's Automotive, a proposed business to be located at 7500 W. Layton Ave., submitted by Michael Dobson d/b/a Welk's Automotive. (Tax Key No. 604-9966-002) (PC-10/11/22 Kastner)
14. Adopt a resolution in support of applying for a grant from the Wisconsin Department of Natural Resources for Urban Forestry. (Katz)

15. Approve an Outdoor Special Event application for the Memorial United Methodist Church Family Fun Fest event, to be located at 3450 S. 52 St., October 30, 2022, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event, Electrical Permit. (Porter)
16. Adopt a Resolution approving a Fourth Amendment to the Development Agreement by and between the City of Greenfield, Greenfield Development Partners, Inc. and Greenfield Development Partners Holdings, LLC (collectively, "Developer"), for development of the area known as The Lokal within the 84 South Development. (Porter)
17. Discussion and action relative to the approval of the South 27th Street Business Improvement District 2023 Proposed Operating Plan. (Porter)
18. Resolution Approving an Agreement with Colbalt Loomis, LLC for Use of Billboard located at the Northeast Corner of the I-894 and Loomis Road Interchange (Sajdak)
19. Discussion/decision regarding agreement with Klemme Floats LLC. (10/12/22 F&HR S. Saryan)
20. Decision to approve the UnitedHealthcare health, dental, vision, flexible spending account, health reimbursement account and Cobra benefits as presented for 1/1/2023 through 12/31/2023 and authorize Mayor to sign Acceptance of UnitedHealthcare Offer of Coverage letter. (10/12/22 F&HR S. Saryan)
21. Decision to approve settlement agreement between the City of Greenfield and Romell Jackson and authorize the Mayor to sign. (10/12/22 F&HR S. Saryan)
22. Discussion/decision regarding agreement with SeatYourself for the Spring 2023 dance recital. (10/12/22 F&HR S. Saryan)
23. Accept August 2022 financial statements. (10/12/22 F&HR S. Saryan)
24. Approvals of schedules of disbursements in the amount of \$1,448,1513.89. (10/12/22 F&HR S. Saryan)
25. Approval of mileage reimbursement in the amount of \$1,196.20. (10/12/22 F&HR S. Saryan)
26. Common Council to go into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and/or Wis. Stat. § 18.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and may reconvene into open session to take such action as it deem appropriate.
27. Adjourn closed session and reconvene into open session.
28. Discussion/Decision related to the annual employment contracts for those employees who are contract employees.

K. Items for future agenda

L. Adjourn

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

RESOLUTION NO. ____

Special Use Permit to establish a drinking place within The Woods – GreatLife Senior Community, to be located at 11800-02 W. Edgerton Ave., submitted by Greg Petrauski, d/b/a GLPropCo-Greenfield, LLC. (Tax Key No. 611-8964-000)

WHEREAS, Greg Petrauski, d/b/a GLPropCo-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 construct a gazebo to house a drinking place at 11800-02 W. Edgerton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on October 4, 2022, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The property is owned by Greg Petrauski, d/b/a GLPropCo-Greenfield, LLC, 6090 S Rosetree Pass, New Berlin, WI 53151.
2. The drinking place at The Woods – GreatLife Senior Community will occupy approximately 240 sq. ft. of space within an exterior gazebo located at 11800-02 W. Edgerton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

West 13 and 1/3 acres of the Southeast ¼ of the Northwest ¼ of Section 30, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin. Excepting therefrom those parts located in the Village of Hales Corners.

Tax Key No. 611-8964-000

Said land being located at 11800-02 W. Edgerton Ave.

4. The applicant is proposing to establish a drinking place within an exterior gazebo located on the premises of The Woods – GreatLife Senior Community.
5. The aforesaid premise is zoned PUD Planned Unit Development District - Residential under the Zoning Ordinance of the City of Greenfield, which permits Drinking Places (Alcoholic Beverages) as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Edgerton Ave. corridor that is developed with a mixture of uses. Properties to the north are developed as residential. Properties to the east are developed as residential and institutional (school). Properties to the south are currently vacant. Properties to the west are developed as vacant and residential.

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 Greg Petruski, d/b/a GLPropCo-Greenfield, LLC, to establish a gazebo to house a drinking place, to be located at 11800-02 W. Edgerton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on August 9, 2022 and by the Common Council on October 4, 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 the drinking place located within the gazebo at The Woods – GreatLife Senior Community will be 12pm-10pm, seven (7) days/week.
4. Off-Street Parking. The proposed construction of a gazebo to house a drinking place requires four (4) off-street parking spaces. Remaining uses require one hundred and thirty-two (132) off-street parking spaces. One hundred and forty (140) off-street parking stalls are to be provided on site.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light 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.

Greg Petrauski, d/b/a GLPropCo-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

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

09/29/2022

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CLASS B LIQUOR - COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Infinity Development, LLC	The Woods - A GreatLife Community	Gregory James Petruski, Agent	11800 W Edgerton AVE

Premise Description:

OUTDOOR GAZEBO AMENITY WITH LOCKABLE PRIMARY ENTRANCE DOOR. GAZEBO WILL HAVE LOCKABLE, OPENING GARAGE DOORS PROVIDING ACCESS TO AN ADJACENT PATIO AREA TO BE INCLUDED IN LICENSED AREA. GAZEBO WILL HOUSE ALL RECORDS FOR SALES, SERVICE, CONSUMPTION, AND PROVIDE STORAGE OF ALCOHOL BEVERAGES AND OTHER RECORDS LOCATED AT 11800 W. EDGERTON AVE.

Grand Total Licenses: 1

**CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS**

10/17/2022

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Ashley Katharine Hubal	3705 S Alabama AVE	Milwaukee, WI 53207
Erica Lynn Brown	1552 W Orchard ST	Milwaukee, WI 53204
Hannah Lynn Dziadosz	3014 W American DR	Greenfield, WI 53221
Isabella Lucia Pantoja	9759 S 13th ST	Oak Creek, WI 53154
Ronald Edward Braun	4395 S 76th ST	Milwaukee, WI 53220

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

10/17/2022

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CLASS A LIQUOR COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Singh Aish Inc	Jens Beer and Liquor	Sukhwinder Singh, Agent	4312 W Howard AVE

Premise Description:

ALCOHOL BEVERAGES ARE IN THE MAIN COOLER WHICH IS AN 8 DOOR AND A 2 DOOR SLIDE COOLER. THERE ARE 4 AISLES IN THE STORE WHERE ALL THE ALCOHOL BEVERAGES ARE SHELVED. THERE IS AN EXTRA STORAGE IN THE BASEMENT. THERE ARE 5 SHELVES WHERE THERE IS EXTRA LIQUOR STORED AND THERE IS SOME EXTRA BEER STORED IN THE COOLER. DOCUMENTS WILL BE STORED IN THE OFFICE LOCATED AT 4312 W HOWARD AVE.

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Stallis Palace LLC	Daniels Palace	Rachel Lynn Daniels, Agent	3800 S 108th ST

Premise Description:

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

PAWNBROKER/SECONDHAND

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Greenfield Range Operations LLC	Range USA	Gregory Allen Kurtz, Agent	10557 W Layton AVE

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 10557 W. LAYTON AVE.

ANTHONY SCOT LOESCH, RYAN MATHEW DIETER, MATTHEW DAVID GRACYALNY, GREGORY ALLEN KURTZ, TYLER LEON STEFANSKI, KAWMAINE MALIK EVANS - MANAGERS/PERSONS IN CHARGE

Grand Total Licenses: 3

RESOLUTION NO. ____

RESOLUTION APPOINTING ADDITIONAL ELECTION
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 Telinda Wilson, Natalija Radisich, Mary Hauke, Donald Doss, Diane Loos, and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the appointments of the following individuals and adds them to the list of Election Officials for the 2022-2023 election cycle:

Telinda Wilson, 4229 S. 81st Street, Greenfield, WI 53220
Natalija Radisich, 5238 S. Acorn Lane, Greenfield, WI 53221
Mary Hauke, 9405 W. Howard Ave. #282, Greenfield, WI 53228
Donald Doss, 7241 W. Squire Ave., Greenfield, WI 53220
Diane Loos, 3651 W. Wanda Ave., Greenfield, WI 53221

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SECONDHAND ARTICLE DEALER FEE IN SECTION 3.12 (3)
OF THE GREENFIELD MUNICIPAL CODE FEE SCHEDULE

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

PART I. Section of 3.12 (3) of the Municipal Code is hereby amended to read as follows:

SECONDHAND ARTICLE DEALER..... \$200.00

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

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

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

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published: October 26, 2022



Common Council Meeting

Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: October 18, 2022

RELATING TO:

Adopt a resolution in support of applying for a grant from the Wisconsin Department of Natural Resources for Urban Forestry.

SUMMARY:

The Department of Neighborhood Services is applying for a grant from the Wisconsin Department of Natural Resources for Urban Forestry.

The grant will pay for trees and forestry education and outreach.

The grant is for \$20,000 and requires an equal match.

RECOMMENDATION:

Adopt a resolution in support of applying for a grant from the Wisconsin Department of Natural Resources for Urban Forestry.

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

RESOLUTION NO. _____
AUTHORIZING RESOLUTION FOR
AN URBAN FORESTRY GRANT

WHEREAS, the applicant, the City of Greenfield, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in s. 23.097(1g), Wis. Stats.; and

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, the City of Greenfield, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project; and

BE IT FURTHER RESOLVED, the applicant hereby authorizes and empowers the Director of the Department of Neighborhood Services, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Obtain Council authorization to enter into a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: October 18, 2022

RELATING TO:

Outdoor Special Event application for the Memorial United Methodist Church Family Fun Fest event, to be located at 3450 S. 52 St., October 30, 2022.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>End Time</u>
Sunday, 10/30/22 Car Show	11:30 a.m.	2:30 p.m.

Set-up: Sunday, 10/30, 10:00am

Breakdown: Sunday, 10/30, 3:00pm

Car show held on Memorial United Methodist Church premises. Event includes inflatables and amplified sound.

Applicant is requesting that all fees be waived.

Recommendation: Approve the Outdoor Special Event application for the Memorial United Methodist Church Family Fun Fest event, to be located at 3450 S. 52 St., October 30, 2022 and all applicable licenses/permits, and waive any application fees.

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

RESOLUTION NO. ____

Resolution approving a Fourth Amendment to the Development Agreement by and between the City of Greenfield, Greenfield Development Partners, Inc. and Greenfield Development Partners Holdings, LLC (collectively, “Developer”), for development of the area known as The Lokal within the 84 South Development.

WHEREAS, the Developer owns the property located at 8415, 8425, 8445, 8475 and 8515 W. Layton Ave. (Tax Key No. 606-0053-008) (the “Property”) and intends to develop the Property with two (2) new buildings and open two (2) new restaurant concepts and a common outdoor event space, known as “The Lokal,” a conceptual plan for which the Lokal Project is attached hereto as Exhibit A; and,

WHEREAS, the Property is located within Greenfield Tax Increment District (“TID”) No. 6 which was approved by the Common Council by Resolution No. 3518 on August 11, 2015; and,

WHEREAS, the City and the Developer have negotiated the terms of a Fourth Amendment to the Development Agreement related to the development of the Property including various incentives through TID No. 6; and,

WHEREAS, Wisconsin Statutes require that the provision of any incentives through a TID requires a development agreement between the City and the developer.

NOW, THEREFORE BE IT RESOLVED that the City of Greenfield hereby authorizes as follows:

1. A Fourth Amendment to the Development Agreement by and between the City of Greenfield and Developer for development of the area known as The Lokal within the 84 South Development in the form as attached is hereby approved subject to any revisions deemed non-material and necessary by the City Attorney to effectuate the purposes of the Development Agreement.
2. The Mayor, City Clerk and other necessary officers are hereby authorized and directed to execute and deliver the aforesaid Fourth Amendment to the Development Agreement on behalf of the City of Greenfield.
3. The Mayor, City Clerk and other necessary officers are further authorized to execute any documents approved by the City Attorney which are, in the opinion of the City Attorney, reasonably contemplated by the Fourth Amendment to the Development Agreement or necessary to effectuate the purposes of the same.

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

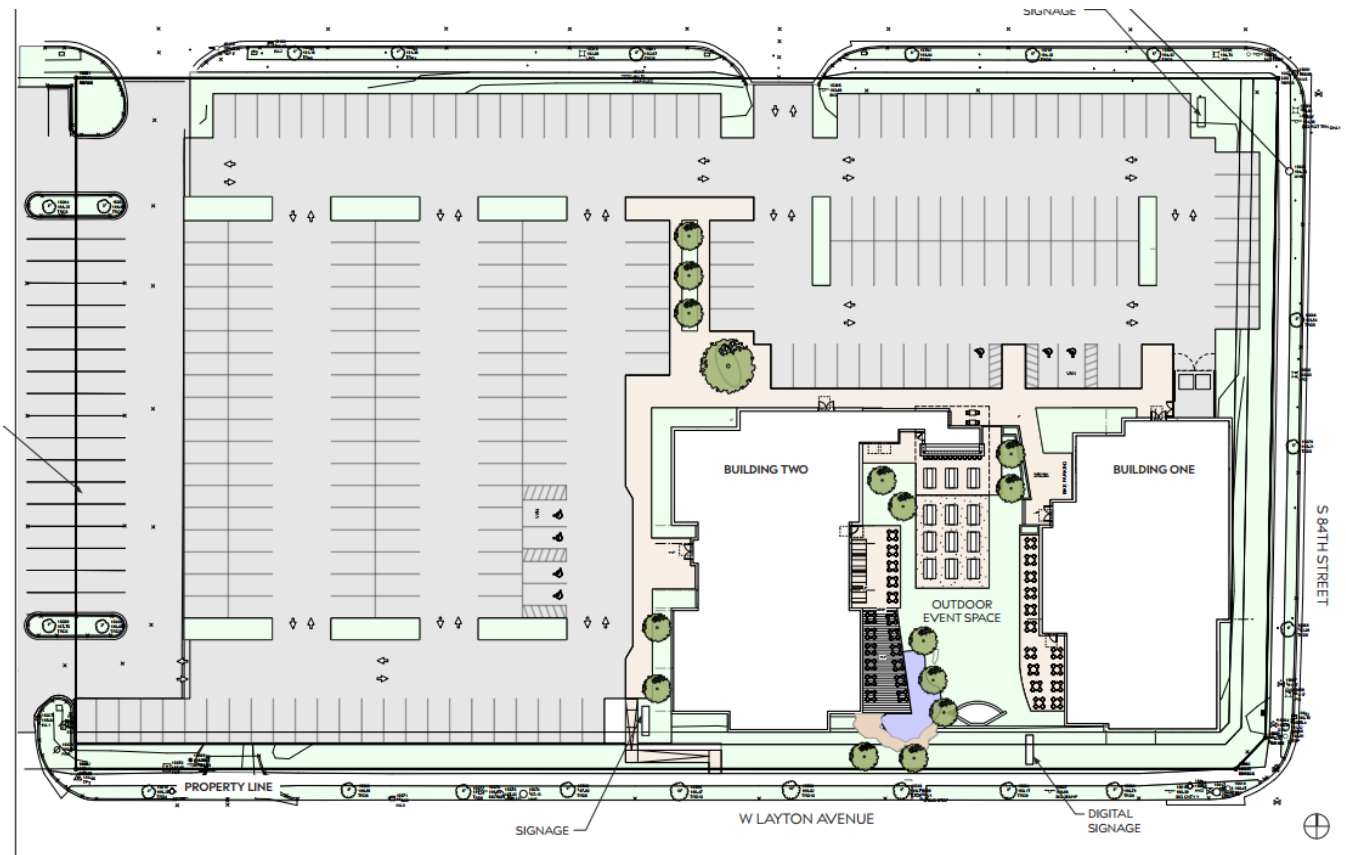
APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

EXHIBIT A



FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is entered into as of the ____ day of October, 2022, by and among Greenfield Development Partners, Inc., a Wisconsin corporation (“GDP”), Greenfield Development Partners Holdings, LLC, a Wisconsin limited liability company (“Holdings”, and collectively with GDP, “Developer”), and the City of Greenfield, Wisconsin, a Wisconsin municipal corporation (“City”).

RECITALS:

City, GDP and Holdings acknowledge the following:

A. City and GDP entered into that certain Development Agreement dated as of August 31, 2015, as amended by that certain First Amendment to Development Agreement dated as of September 24, 2015, entered into by and between City and GDP; that certain Second Amendment to Development Agreement dated as of October 13, 2015 entered into by and among GDP, Holdings and the City; and that certain Amended and Restated Third Amendment to Development Agreement dated as of November 8, 2017 entered into by and among GDP, Holdings and the City (collectively, the “Development Agreement”) pertaining to the acquisition and redevelopment of certain real property located within the City, as more fully set forth and defined as the “Project” in the Development Agreement.

B. Developer has submitted plans to the City to further improve the Project by developing two new buildings and opening two new restaurant concepts and a common outdoor event space currently referred to as “The Lokal” and anticipated to be assessed at not less than \$2 million as of January 1, 2025 and at not less than \$4 million as of January 1, 2026. Developer has provided the City’s financial consultant, Ehlers, Inc. (“Ehlers”) a pro-forma (the “Pro-forma”) indicating that a \$450,000 annual payment is required to generate a market rate return for The Lokal.

C. City is processing an amendment to the TID Project Plan for District 6 (“TID Amendment”) to expand the boundaries of District 6 to include certain real property identified on the attached **Exhibit A** (“TID Expansion Property”); tax increment from the TID Expansion Property as well as from existing properties in District 6 (including the Lokal Property defined below) may fund annual payments to The Lokal.

D. City and Developer desire to amend the Development Agreement as set forth herein.

AGREEMENTS:

In consideration of the recitals and the promises and undertakings set forth herein, the parties do hereby amend the Development Agreement as follows:

1. Definitions.

a. Capitalized terms used herein, to the extent not otherwise defined herein, shall have the meaning ascribed to each such term in the Development Agreement.

b. As used herein, “Lokal Property” shall mean a portion of the Project Site legally described on **Exhibit B** attached hereto and within the boundaries of District 6.

c. As used herein, “Lokal Project” shall mean the development and construction of two new buildings and related improvements and the opening of two new restaurant concepts and a common outdoor event space on the Lokal Property, a conceptual plan for which Lokal Project is attached hereto as **Exhibit C** and which Lokal Project is anticipated to be assessed at not less than \$2 million as of January 1, 2025 and at not less than \$4 million as of January 1, 2026.

d. As used herein, “Affiliate” shall mean an entity that is owned in part by, or controlled by, Scott Yauck or an entity owned in part by, or controlled by, Scott Yauck.

2. The Lokal Project and Developer’s Obligations.

A. Developer shall submit to the City all plans and other materials and information necessary for the City to process building permits for The Lokal (“Building Permits”) within one hundred eighty (180) days following the date of this Amendment. Within thirty (30) days after the City’s issuance of the Building Permits, Developer shall commence construction of the Lokal Project in accordance with final plans and specifications (including landscaping plans) approved by the City at the time of or prior to the granting of the Building Permits (“Final Plans and Specifications”). Copies of the Final Plans and Specifications will be retained at the City’s Department of Neighborhood Services, located at the Greenfield City Hall. Subject to Force Majeure Events, Developer shall substantially complete the Lokal Project in compliance with the Final Plans and Specifications within eighteen (18) months after construction commencement and in no event later than December 31, 2024 (“Lokal Completion Date”). The Lokal Project shall be deemed to be substantially complete on the date that the City building inspector issues final certificates of occupancy for all occupants of the Lokal Project, which certificates may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The City building inspector shall not issue the certificates of occupancy if the Lokal Project does not conform to the Final Plans and Specifications, subject to any changes to such Final Plans and Specifications that may have been approved by the City.

B. Prior to commencement of construction of the Lokal Project, Developer shall enter into the City’s standard form of agreement relating to commencement, completion and dedication of any site infrastructure related to the Lokal Project required by the City, including but not limited to, South 92nd Street improvements (“Lokal Public Improvements Agreement”). Developer shall obtain and pay for any and all approvals, permits, licenses and impact fees as required by City ordinances.

3. City Obligations.

A. City shall process the TID Amendment to expand the boundaries of District 6 to include the TID Expansion Property pursuant to the timeline attached as **Exhibit G**, provided however that the parties acknowledge that processing of the TID Amendment is subject to discretionary approvals from various City bodies, including the Joint Review Board.

B. City shall cooperate with Developer throughout the development and construction of the Lokal Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

C. In consideration of the performance by Developer of its obligations under this Amendment with respect to the Lokal Project, the City agrees to issue to GDP a tax increment revenue bond (“Lokal Bond”) in the principal amount of \$5,000,000, subject to downward

adjustment as set forth below. The City shall issue the Lokal Bond to GDP within fifteen (15) days after the Lokal Completion Date. No amounts shall be payable pursuant to the Lokal Bond until Developer submits to the City a written certification of completion of the Lokal Project in the form attached hereto as **Exhibit E** and the City building inspector issues final certificates of occupancy for the Lokal Project.

The Lokal Bond shall be issued in substantially the form attached here to as **Exhibit E**. No amounts shall be due to GDP under the Lokal Bond until the Lokal Project is completed in accordance with the requirements of this Amendment. Upon issuance, amounts shall come due on the Lokal Bond annually, not to exceed the amount of each annual payment listed on the Payment Schedule attached thereto (“Payment Schedule”). All annual payments are inclusive of interest, and no additional interest shall accrue on the Lokal Bond. The Lokal Bond shall mature on the earlier of (1) GDP’s receipt of the amounts set forth on the Lokal Bond Payment Schedule or (2) the closure of District 6, and installments on the Lokal Bond will be due and payable on September 1 of each year commencing on the September 1 following the issuance of the Lokal Bond (“Bond Payment Date”). The amount of the annual payment due on each Bond Payment Date (“Annual Lokal Bond Payment”) shall be as set forth in the Lokal Bond and payable from the available “Aggregate Surplus Tax Increment” levied for the preceding calendar year calculated as of August 1 of the year the Lokal Bond payment is due and appropriated by the Common Council of the City in such year for payment on the Lokal Bond. “Aggregate Surplus Tax Increment” shall mean all tax increments (as defined by the Tax Increment Law) collected by the City from District 6 (as may be expanded pursuant hereto or otherwise) in a calendar year less: (a) the scheduled payments of principal and interest on general obligation bonds and municipal revenue obligations, existing or contemplated, as of the date of this Amendment; (b) amounts of tax increments transferred to Tax Increment District No. 8 (“District 8”); (c) the scheduled payments of principal and interest on general obligation bonds and municipal revenue obligations issued or to be issued with respect to development of the TID Expansion Property; and (d) customary debt issuance and administrative expenses (it being agreed that the amounts set forth in the foregoing (a)-(d) shall not exceed the corresponding amounts set forth on the attached **Exhibit F**). In the event that the Aggregate Surplus Tax Increment is not sufficient to make the Annual Lokal Bond Payment and any other bond payments due to Developer or its Affiliates now or hereafter issued with respect to District 6 (collectively, “Developer Bonds”), then in such case, payments on all such Developer Bonds shall be prorated based on the outstanding principal balances of all such Developer Bonds.

The Lokal Bond shall be subject to prepayment in whole or in part at any time at the option of the City and, if the amount of Aggregate Surplus Tax Increment in a given year exceeds the scheduled payment for such year as set forth in the Lokal Bond, such excess (or some lesser amount thereof) may, at the City’s option, be applied toward repayment of the Lokal Bond. The amounts and maturities of the installments on the Lokal Bond which are to be prepaid shall be selected by the City.

THE LOKAL BOND SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY PAYABLE ONLY FROM AGGREGATE SURPLUS TAX INCREMENT THAT IS APPROPRIATED BY THE COMMON COUNCIL FOR THAT PURPOSE. No property or other asset of the City, except Aggregate Surplus Tax Increment appropriated to make payments with respect to the Lokal Bond, is or shall be a source of payment of the City’s obligations thereunder. The Lokal Bond shall not constitute a debt or obligation of the City, the County in which it is located, the State of Wisconsin or any political subdivision thereof within

the meaning of any State constitutional provision, statutory limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AGGREGATE SURPLUS TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE LOKAL BOND. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE LOKAL BOND IS LIMITED TO THE AVAILABILITY OF AGGREGATE SURPLUS TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the staff of the City shall include the appropriation of Aggregate Surplus Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Aggregate Surplus Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The City agrees that, subject to annual appropriation of said funds, on an annual basis all funds in the special fund of District 6 which constitute Aggregate Surplus Tax Increment will be used to make the payments due under the Lokal Bond.

IF ON THE FINAL BOND PAYMENT DATE, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID ON THE LOKAL BOND, THEN ALL AMOUNTS ACCRUED BUT UNPAID ON THE LOKAL BOND SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL BOND PAYMENT DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE LOKAL BOND SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT ON THE LOKAL BOND WHICH REMAINS UNPAID AFTER THE FINAL BOND PAYMENT DATE, AND THE HOLDER OF THE LOKAL BOND SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments on the Lokal Bond (i) while the Developer or any Affiliate is in default of any of their respective monetary obligations under this Amendment, the Development Agreement or any other agreement between the City and Developer or its Affiliates (unless such default is being cured to the City's satisfaction or has otherwise been waived by the City), or (ii) if no Aggregate Surplus Tax Increment is available.

D. The City agrees that if: (i) the Developer and its Affiliates are not in default of any of their respective monetary obligations under this Amendment, the Development Agreement or any other agreement between the City and Developer or its Affiliates (or any such default is being cured to the City's satisfaction or has otherwise been waived by the City), (ii) there is Aggregate Surplus Tax Increment available on a Bond Payment Date to make a payment on the Lokal Bond, and (iii) the Common Council determines not to appropriate all or any portion of such Aggregate Surplus Tax Increment for such year, then:

1. If any Other Revenue Bonds (as hereafter defined) are then outstanding, the City shall not appropriate any allocable tax increments and make payments on any of the Other Revenue Bonds in a greater proportion than the City has done for the Lokal Bond (for example, assume that in a given year, the City appropriates only 25% of the available Aggregate Surplus Tax Increment for payment on the Lokal Bond; then as to such year, the City shall not appropriate more than 25% of the amount of any tax

increments that, under the terms of any of the Other Revenue Bonds, are to be made available for such Other Revenue Bonds); and

2. Until such time as the City subsequently appropriates all Aggregate Surplus Tax Increment(s) not previously appropriated in any prior year or years toward payments due on the Lokal Bond (including toward prior payments that would have been payable but for the Common Council's prior determination not to appropriate funds), the City shall not issue any new Other Revenue Bonds.

3. Until such time as accrued annual amounts due under the Lokal Bond and all other annual obligations described in paragraph C. above and on attached **Exhibit F** are paid in full, the City shall not use any of the Aggregate Surplus Tax Increment for payment of any City debt issued after the date of this Amendment, without the prior written consent of Developer which consent shall not be unreasonably withheld or delayed.

4. "Other Revenue Bonds" shall mean any bonds issued by the City or its Community Development Authority evidencing an obligation to make payments, solely from tax increment (as defined in the Tax Increment Law), to a private party (other than Developer or its Affiliates) as an inducement to such party to undertake a development project.

E. The amount of the Lokal Bond as set forth above has been sized based upon the market-rate return in the Pro-forma and a budget for the Lokal Project previously submitted to and approved by the City ("Lokal Budget"). If Developer's final development budget for the Lokal Project upon date of issuance of the last of the Building Permits ("Lokal Final Budget") varies from the Lokal Budget, Developer shall deliver a copy of the Lokal Final Budget to the City for review and approval. Similarly, as a condition to issuance of the certificates of occupancy for the Lokal Project, Developer shall deliver to the City reasonable evidence of all actual development and construction costs for the Lokal Project ("Lokal Actual Costs"). Developer is aware that the City may utilize third party consultants, such as Ehlers, to review the Lokal Budget, the Lokal Final Budget and the Lokal Actual Costs. The amount of the Lokal Bond (and the Payment Schedule attached thereto) may be proportionately adjusted downward if the Lokal Final Budget is less than the Lokal Budget; however, in no event shall the amount of the Lokal Bond be increased. In addition, if for any reason the Lokal Actual Costs are less than the total costs set forth in the Lokal Final Budget, the amount of the Lokal Bond (and the Payment Schedule attached thereto) shall be reduced by sixty-five percent (65%) of such difference. A final reconciliation of the Lokal Actual Costs shall be performed by the City, Ehlers or the City's construction consultant at such time as the last certificate of occupancy is issued for the Lokal Project. Developer shall make all of its records substantiating the costs of the Lokal Project available to the City (or its consultant), including the monthly construction draws and backup information provided by Developer to its construction lender. To the extent permissible by law, all such information shall be held and treated as confidential and shall not be part of the public record associated with the Lokal Project. If the amount of the Lokal Bond (and the Payment Schedule attached thereto) must be adjusted in accordance with the requirements of this paragraph and the Lokal Bond has previously been issued to GDP, GDP shall surrender the Lokal Bond to the City and the City shall issue a new Lokal Bond (and a new Payment Schedule) in the adjusted amounts.

F. If Developer disputes the conclusions of the City's financial or construction consultants under paragraph E above and the parties are unable to reach agreement, then the disputed matter shall be submitted to arbitration before an independent consultant mutually selected by the parties. If the parties are unable to agree upon an arbitrator within fifteen (15) days following a written demand for arbitration submitted by either party, then the selection of an arbitrator shall be submitted to the chief judge of the circuit courts for Milwaukee County. The costs of all arbitration proceedings shall be split equally between the parties and the decision of the arbitrator shall be final and binding.

4. Value Increment Guaranty.

A. In consideration of the issuance of the Lokal Bond, Developer hereby guaranties that commencing in 2025, the assessed valuation of the Lokal Property for real property tax purposes ("Lokal Assessed Value") shall be not less than \$2 million. Developer further guaranties that commencing in 2026 and for each calendar year thereafter that the guaranty set forth in this Section ("Lokal Guaranty") remains in place, the Lokal Assessed Value shall not be less than \$4 million. If in any year during the term of the Lokal Guaranty the Lokal Assessed Value is less than the guaranteed value, then the Developer shall make a Lokal Shortfall Payment (as defined below) to the City as provided herein. A "Lokal Shortfall Payment" shall mean the difference between: (a) the amount of property taxes that would have been assessed against the Lokal Property in the applicable year had the Lokal Assessed Value been equal to the guaranteed value for that year; and (b) the actual amount of property taxes assessed against the Lokal Property for such year. Developer shall make the Lokal Shortfall Payment to the City not later than fifteen (15) days following the date that the property tax bill for the Lokal Property is issued. As an example of calculating a Lokal Shortfall Payment, assume: (w) Lokal Assessed Value in 2027 is \$3 million; and (x) the City's property tax rate (all taxing jurisdictions included) for 2027 is 2.8%. In such instance, Developer would owe a Lokal Shortfall Payment to the City equal to \$28,000 [(\$4 million minus \$3 million) x 2.8%] payable on or before fifteen (15) days following the issuance of the 2027 property tax bill for the Lokal Property.

B. Lokal Shortfall Payments made by the Developer will be treated by the City as contingent non-interest bearing loans to the City, which may be repaid out of available Aggregate Surplus Tax Increment attributable only to the Lokal Property (and not out of tax increment from the balance of District 6) after payment in full of all amounts due on the Lokal Bond. If the statutory term of District 6 expires prior to full repayment to Developer of any Lokal Shortfall Payments, then the outstanding balance of such Lokal Shortfall Payments shall be forgiven and the City shall have no further obligations to repay the same.

C. The Lokal Guaranty set forth in this Section shall expire upon the earlier of (1) closure of District 6 or (2) the expiration of five (5) consecutive calendar years in which the assessed value for the Lokal Property is equal to or greater than \$4 million (provided such amount shall be increased annually after 2027 by the annual increase in the Consumer Price Index, but never decreased). Until such expiration, the Lokal Guaranty shall constitute a covenant running with the land, binding upon Developer and any and all subsequent owners of the Lokal Property and their successors and assigns, including any mortgagee that acquires title through foreclosure or a deed in lieu thereof, and any purchaser or assignee of such mortgagee. The City is hereby empowered and authorized by Developer, without any additional notices or hearings, notwithstanding Wis. Stat. sec. 66.701 et. seq., to levy a special assessment lien against the Lokal Property to collect any unpaid Lokal Shortfall Payment, which lien shall be a first priority lien.

The City and Developer shall execute and record with the Register of Deeds a notice of the City's lien rights under this Section.

5. Assignment. The City hereby agrees that Developer may assign the Lokal Bond to an Affiliate of the Developer, provided that, Developer shall not be released from any obligations of Developer under this Amendment or the Development Agreement, without the prior written consent of the City, which after the issuance of final certificates of occupancy for all occupants of the Lokal Project, consent shall not be unreasonably withheld.

6. Successors and Assigns. The terms and conditions of the Development Agreement, as amended by this Amendment, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Ratification. Except as expressly amended herein, the Development Agreement shall remain in full force and effect.

SIGNATURE PAGE TO
FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, this Fourth Amendment is executed as of the date first above written.

CITY OF GREENFIELD, WISCONSIN

By: _____
Michael J. Neitzke, Mayor

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 20__, the above-named Michael J. Neitzke, Mayor of Greenfield, Wisconsin, to me known to be the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

SIGNATURE PAGE TO
FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

GREENFIELD DEVELOPMENT PARTNERS
HOLDINGS, LLC

By: _____
Scott J. Yauck, Authorized Representative

By: _____
Phillip A. Purpero, Authorized Representative

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 20__, by
Scott J. Yauck and Phillip A. Purpero, as Authorized Representatives of Greenfield Development Partners
Holdings, LLC, LLC

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

SIGNATURE PAGE TO
FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

GREENFIELD DEVELOPMENT PARTNERS, INC.

By: _____
Scott J. Yauck, President

STATE OF WISCONSIN)

)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 20__, by
Scott J. Yauck, as President of Greenfield Development Partners Holdings, LLC

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT A

TID EXPANSION PROPERTY

That part of the Southeast $\frac{1}{4}$ of Section 20 and the Southwest $\frac{1}{4}$ of Section 21, both in Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Southeast $\frac{1}{4}$ of Section 20; thence North $00^{\circ}26'37''$ West on and along the East line of the Southeast $\frac{1}{4}$ of Section 20, 659.67 feet to a point, said point being the point of beginning of lands to be described; thence continue North $00^{\circ}26'37''$ West on and along the East line of the Southeast $\frac{1}{4}$ of Section 20, 416.10 feet to a point, said point being the intersection of the extension of the South line of Parcel 1 of Certified Survey Map No. 4949 and the East line of the Southeast $\frac{1}{4}$ of Section 20; thence South $89^{\circ}33'23''$ West on and along the South line of said Parcel 1 and its extension, 660.00 feet to a point; thence North $77^{\circ}30'20''$ West, 548.74 feet to a point; thence North $58^{\circ}12'55''$ West, 159.20 feet to a point; thence North $00^{\circ}37'33''$ West, 6.00 feet to a point on the South line of Certified Survey Map No. 8081; thence North $88^{\circ}15'21''$ East on and along said South line, 0.08 feet to a point, said point being the Southwest corner of Lot 2 of Certified survey Map No. 9439; thence North $00^{\circ}37'24''$ West on and along the West line of said Lot 2, 628.38 feet to a point, said point being the Northwest corner of said Lot 2; thence North $88^{\circ}17'05''$ East along the North line of said Lot 2 and its extension, 1331.72 feet to a point on the West line of the Southwest $\frac{1}{4}$ of Section 21; thence North $88^{\circ}33'23''$ East, 55.00 feet to a point on the East right-of-way line of South 92nd Street (CTH 'N'); thence South $00^{\circ}26'37''$ East on and along the East right-of-way line of South 92nd Street (CTH 'N'), 1287.71 feet to a point; thence South $88^{\circ}33'23''$ West, 55.00 feet to a point on the West line of the Southwest $\frac{1}{4}$ of Section 21 and the point of beginning.



EXHIBIT B

LOKAL PROPERTY LEGAL DESCRIPTION

Lot 2 of Certified Survey Map No. 8972, being a part of the Southwest $\frac{1}{4}$ of Section 21,
Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 606-0053-008

CONCEPTUAL PLAN FOR THE LOKAL PROJECT

Civil Site Plan

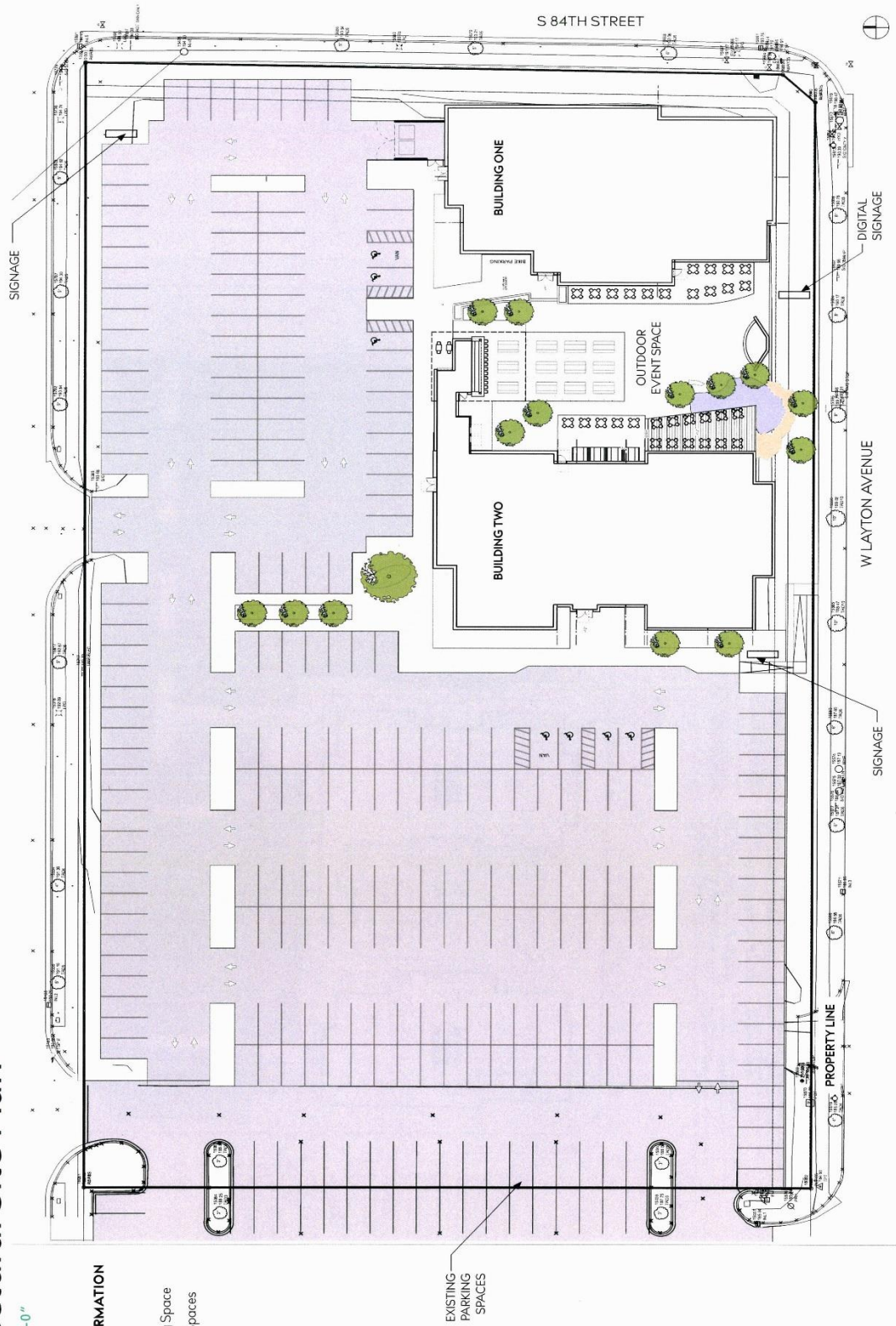


Architectural Site Plan

SCALE : 1/32" = 1'-0"

FLOOR PLAN INFORMATION

- 17,700 GSF
- 18 Existing Parking Space
- 231 New Parking Spaces



THE LOKAL
AT 84 SOUTH

First Floor Plan

SCALE: 1/32" = 1'-0"

FLOOR PLAN INFORMATION

- 8,300 GSF Building One
- 9,400 GSF Building Two



EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION

_____, 20__

City of Greenfield
Attn: City Clerk
7325 West Forest Home Avenue
Greenfield, WI 53220-3356

Re: Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Fourth Amendment to the Development Agreement dated as of _____, 20__ between the undersigned and the City of Greenfield, Wisconsin. Capitalized terms used herein which are not defined have the meanings given to them in the Development Agreement, as amended.

The undersigned hereby certifies that the Lokal Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement, as amended, and that an occupancy certificate for the Lokal Project has been issued, a copy of which is attached hereto.

By: _____
Title: _____

EXHIBIT E

FORM OF LOKAL BOND

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CITY OF GREENFIELD

TAXABLE TAX INCREMENT REVENUE BOND
(TAX INCREMENTAL DISTRICT NO. 6 -
84 SOUTH/LOKAL PROJECT)

<u>Number</u>	<u>Date of Original Issue</u>	<u>Amount</u>
R-1	_____, 20__	As Defined Below

FOR VALUE RECEIVED, the City of Greenfield, Milwaukee County, Wisconsin (“City”), promises to pay to Greenfield Development Partners, Inc. (“Owner”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Amount (defined below), in annual installments as described below, which annual installments are inclusive of interest, subsequent to the Lokal Completion Date (as defined in the Fourth Amendment to Development Agreement described below).

The “Amount” of this Lokal Bond shall be equal to the principal amount of \$5,000,000 payable on the Payment Schedule attached hereto, but subject to downward adjustment as provided in Section 3.C. of the Fourth Amendment to the Development Agreement.

This Lokal Bond is issued to finance projects within the City’s Tax Incremental District No. 6 (the “TID”), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund.” This Lokal Bond is issued pursuant to a resolution adopted on _____, 20__ by the Common Council of the City and the Fourth Amendment to Development Agreement dated as of October ____, 2022, between the City and the Owner and Greenfield Development Partners Holdings, LLC (“Amendment”). This Lokal Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The annual amounts due on this Lokal Bond shall be payable solely from Aggregate Surplus Tax Increment (as defined in Section 3.C. of the Amendment) received by the City with respect to the TID which is appropriated by the City Common Council to the payment of this Lokal Bond (“Revenues”). Reference is hereby made to said Amendment and resolution for a more complete statement of the revenues from which and conditions under which this Lokal Bond is payable, and the general covenants and provisions pursuant to which this Lokal Bond has been issued.

The Lokal Bond shall mature and the City’s obligation to repay all or any portion of this Lokal Bond shall terminate on the earlier of (1) Owner’s receipt of the amounts set forth on the Payment Schedule attached hereto or (2) the closure of the TID (“Maturity Date”). Installments on the Lokal Bond will be due and payable on September 1 of each year commencing on the September 1 following the

issuance of the Lokal Bond ("Bond Payment Date"). As noted on the attached Payment Schedule, the amount of the annual payment due on each Bond Payment Date is anticipated to equal \$250,000 in 2025 and \$450,000 for each year thereafter while this Lokal Bond remains outstanding (all annual amounts being inclusive of interest), subject to the available Aggregate Surplus Tax Increment which has been received by the City as of the August 1 preceding the Bond Payment Date and appropriated by the City toward the payment of this Lokal Bond.

If on any Bond Payment Date there shall be insufficient Revenues to pay the amount due on this Lokal Bond, the amount due but not paid shall accumulate and be payable on the terms and in the manner set forth in Section 3. of the Amendment.

If after making the payment due on the final Bond Payment Date, there remain amounts outstanding and unpaid on the Lokal Bond, then the remaining balance on the Lokal Bond shall be deemed paid in full, it being understood that upon making the payment due on the final Bond Payment Date, the obligation of the City to make any further payments on the Lokal Bond shall terminate. The City shall have no obligation to pay any amount on this Lokal Bond which remains unpaid after the final Bond Payment Date and the owner of this Lokal Bond shall have no right to receive payment of such amounts.

If for any reason (other than voluntary resolution of the City Common Council) the TID terminates prior to the final Bond Payment Date, and there remain amounts outstanding and unpaid on the Lokal Bond, then the remaining balance on the Lokal Bond shall be deemed paid in full, it being understood that upon such termination of the TID, the obligation of the City to make any further payments on the Lokal Bond shall also terminate. The City shall have no obligation to pay any amount on the Lokal Bond which remains unpaid upon termination of the TID and the owner of the Lokal Bond shall have no right to receive payment of such amounts.

This Lokal Bond is subject to prepayment in whole or from time to time in part at any time, at the option of the City.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AGGREGATE SURPLUS TAX INCREMENT WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

THE CITY'S PAYMENT OBLIGATIONS HEREUNDER ARE SUBJECT TO FUTURE ANNUAL APPROPRIATION BY THE COMMON COUNCIL OF THE AGGREGATE SURPLUS TAX INCREMENT TO MAKE PAYMENTS DUE ON THIS LOKAL BOND.

THIS LOKAL BOND IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY, AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES, TO THE EXTENT, AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS LOKAL BOND IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS LOKAL BOND, AND NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED AGGREGATE SURPLUS TAX INCREMENT, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

This Lokal Bond is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Lokal Bond may be transferred or assigned to GDP's lenders or an Affiliate of the Owner without the consent of the City and to others, only with the consent of the City which shall not be unreasonably withheld. In order to transfer or assign the Lokal Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Lokal Bond on the registration records for the Lokal Bond maintained by the City. Each permitted transferee or assignee shall take this Lokal Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein or in the Amendment. For purpose of this Lokal Bond, the term "Affiliate" shall mean an entity that is owned in part by, or controlled by, Scott Yauck or an entity owned in part by, or controlled by, Scott Yauck.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Lokal Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Greenfield, Milwaukee County, Wisconsin, has authorized this Lokal Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN

(SEAL)

By _____
Mayor

By _____
City Clerk

Local Bond
Payment Schedule

<u>TAX YEAR</u>	<u>MAXIMUM ANNUAL PAYMENT</u>
2025	\$250,000*
2026-through remaining life of District 6, not to exceed 20 years	\$450,000*

*All annual payment amounts are inclusive of interest, and no additional interest shall accrue under this MRO.

REGISTRATION PROVISIONS

This Lokal Bond shall be registered in registration records kept by the City Clerk of the City of Greenfield, Milwaukee County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Lokal Bond may thereafter be transferred only upon presentation of this Lokal Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT F

Aggregate Surplus Tax Increment and Anticipated Deductions Therefrom

EXHIBIT G

Timeline for Processing TID Amendment

TID 6 Amendment - Action Date	Step
November 23, 2022	Publication of public hearing & JRB meeting Notice.
December 6, 2022	JRB meeting to review District Project Plan amendment and TID boundary amendment, appoint chairperson and public member, and set next meeting date.
December 6, 2022	CDA public hearing on District Project Plan amendment and TID boundary amendment.
December 6, 2022	Common Council reviews Project Plan and adopts resolution approving District Project Plan amendment and TID boundary amendment.
December 21, 2022	Publication of JRB meeting Notice.
December 26, 2022 – January 17, 2023	JRB meeting to consider approval of District Project Plan amendment and TID boundary amendment.



Committee: Common Council, October 18, 2022

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: October 18, 2022

RELATING TO:

Discussion and action relative to the approval of the South 27th Street Business Improvement District 2023 Proposed Operating Plan.

SUMMARY:

In accordance with Wis. Stats. 66.1109(3)(b) pertaining to Business Improvement Districts (BIDs), the local legislative body (the Common Council) is required to consider the annual proposal of the BID's Operating Plan. Attached is the proposed 2023 Operating Plan. The proposed Plan includes the same methodology of calculating the BID assessment since its inception. The rate is \$1 per \$1,000 of assessed value, with a minimum of \$500 and a maximum of \$1,500.

BID #1 and #2 total assessable property value is currently \$80,895,900 (a \$4M+ increase from the 2021 assessed value of \$76,116,400, mostly due to Festival Foods' remodel). The anticipated BID revenues through BID assessments in Greenfield are estimated at \$56,253 (a slight increase from 2021's BID revenue of \$56,208).

- BID #1 (Howard to Grange) = \$46,333
- BID #2 (Ramsey to College) = \$ 9,920

Recommendation: Approve the BID's 2023 Operating Plan as presented.

ATTACHMENTS:

- Proposed 2023 Operating Plan
- Appendix D: 2022 BID Tax Roll Charges

Business Improvement District No. 1&2
South 27th Street Business Improvement District
2023 Proposed Operating Plan

August 15th, 2022

I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created S. 66.1109 of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDS). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Milwaukee created Business Improvement District No 43 (BID 43) and approved it’s initial operating plan via Common Council Resolution No 090560, adopted by reference November 3, 2009.

Since 2009, BID 43 has submitted yearly-amended plans adding and modifying its plan objectives as part of its ongoing management and promotion of the district. This amended plan shall govern operation of BID 43 during calendar year 2023.

B. Physical Setting

The area is roughly bounded by:

The properties at South 27th Street and Kinnickinnic Parkway on the North and extends South to the Milwaukee/Greenfield border to the intersection of South 27th Street and College Ave.

II. DISTRICT BOUNDARIES

Boundaries of the district are shown on the map in Appendix C of this Plan. BID 1 & 2 area is represented in the un-shaded portion of the appendix. A listing of the properties included in the district is provided in Appendix D.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The objective of the South 27th Street Business Improvement District is to: enhance the economic viability of local businesses, enhance property values, maximize business facilities, promote the friendliness and quality, enhance the community image through safety/awareness and beautification, with overall area growth and development.

B. Proposed Activities – Year Fourteen

Principal activities to be engaged in by the district during it’s 14th year of operation will include:

- a. Continue to enhance the area's image through beautification, maintenance and related activities.
- b. Programming and initiatives to be a driving influence for our businesses and surrounding residential community to contribute to a safe, vibrant and culturally inclusive district.
- c. Execution of activities within the South 27th Street Business District's Strategic Plan, Charrette results and Vision.
- d. Partnership with surrounding entities to strengthen programming, partnerships and participation.

A unique feature is Greenfield is also in its 9th year since the formation of two business improvement districts. The two BIDs (Greenfield BID #1 and Greenfield BID #2) fall under one umbrella and share the same common goals and initiatives. Further, it is fact that the 3 business improvement districts (Milwaukee 43 and Greenfield 1 & 2 jointly contract with a 501-(c)3 entity (a/k/a South 27th Street Business District Association (Historic Highway 41) to manage both districts as one. The organization continues to run under one umbrella, one board and one set of bylaws.

C. Proposed Expenditures

Approximately \$56,253 in 2023, this is Greenfield's proposed portion of the budget.

Proposed Budget

Proposed 2023 Budget (Greenfield)

Budgeted Activities and Programs

Design and Maintenance: \$12,376

Management and maintenance of extensive boulevard design. Repairs or replanting as well as any other miscellaneous beautification initiatives supporting the appearance of the district.

Marketing and Promotion: \$12,376

General branding and implementation of district activities. (Ex. Business Development, partnerships/memberships, sponsorships, meetings, campaigns, retention, events, etc.)

Administration and Management: \$31,501

Full time management: Business recruitment, oversight, communication, administrative support, etc.
Office space, audit, insurance, supplies, grant program, future programming, misc. and other duties.

Anticipated BID Revenues	\$56,253
Reserve	\$30,000
Total BID Revenues and Reserves	\$86,253

D. Financing Method

It is proposed to raise \$56,409 through BID assessments in Greenfield (see Appendix D). Other miscellaneous income will be from interest and dividends. Sponsorships revenue may be anticipated for special programs and marketing efforts. The BID board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

E. Organization of BID Board

The Mayor will appoint members to the district board ("board"). The board's primary responsibility will be implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to; to monitor development activity; to; to periodically revise the Operating Plan; to; to ensure district compliance with the provisions of applicable statutes and regulations; and; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that the majority of the board members be owners or occupants of property within the district.

It is fact that the two communities will provide board members in relative proportion to the "Association" that is contracted to run the three business improvement districts.

It is recommended that the BID board be structured and operate as follows:

1. Board size from Milwaukee – 5 Members per BID (1&2).
2. Composition – At least 60% shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Milwaukee. The board shall elect its Chairperson from among its members.
3. Term – Appointments to the board shall be for a period of three years.
4. Compensation – None
5. Meetings – All meetings of the board shall be governed by the Wisconsin Open Meetings Law and held periodically.
6. Record Keeping – Files and records of the board's affairs shall be kept pursuant to the public record requirements.
7. Staffing – The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
8. Meetings – The board shall meet regularly, at least twice each year. The board shall adopt rules of order ("by-laws") to govern the conduct of it's meetings.

F. Relationship to the South 27th Street Business District Association

The Association has contracted with the BID to provide services in accordance with this Plan.

IV. METHOD OF ASSESSMENT

A. Assessment Rate and Method

The principal behind the assessment methodology is that each property should contribute to the BID in proportion to the benefit derived from the BID. After consideration of other assessment methods, it was determined that assessed value of a property was the characteristic most directly related to the potential benefit provided by the BID. Therefore a fixed assessment of the assessed value of the property was selected as the basic assessment methodology for this BID.

The assessment will be on the current year general property assessment that is established by the City of Greenfield. The rate will be approximately \$1 per \$1,000 of assessable value. \$500 minimum with a maximum of \$1,500 per property.

However, maintaining an equitable relationship between the BID assessment and the expected benefits requires an adjustment to the basic assessment method. To prevent disproportional assessment of a small number of high value properties, a maximum assessment of \$1,500 per parcel will be applied.

As of June 2022, the property in the proposed districts 1 & 2 had a total assessed value of over \$80,895,900. This plan proposed to assess the property in the district at a rate of \$1 per \$1,000.00 of assessed value, subject to the maximum assessment, for the purposes of the BID.

Appendix D shows the projected BID assessment for each property included in the district.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)lm: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix D, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax exempt property adjoining the district and which is expected to benefit from the district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO MILWAUKEE COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

In February 1978, the Common Council of the City of Milwaukee adopted a Preservation Policy as the policy basis for its Comprehensive Plan and as a guide for its planning, programming and budgeting decisions. The Common Council reaffirmed and expanded the Preservation Policy in Resolution File Number 881978, adopted January 24, 1989.

The Preservation Policy emphasizes maintaining Milwaukee's present housing, jobs, neighborhoods, services, and tax base rather than passively accepting loss of jobs and population, or emphasizing massive new development. In its January 1989 reaffirmation of the policy, the Common Council gave new emphasis to forging new public and private partnerships as a means to accomplish preservation.

The district is a means of formalizing and funding the public-private partnership between the City and property owners in the 27th Street Business Improvement District business area and for further preservation and redevelopment in this portion of the City of Milwaukee. Therefore, it is fully consistent with the City's Comprehensive Plan and Preservation Policy.

B. City Role in District Operation

The City of Greenfield has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the Operating Plan. In particular, the city will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan and thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district on a timely basis.
4. Receive annual audits as required per sec. 66.1109(3)(c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number within the district, for purposes of calculating the BID assessments.
6. Encourage the State of Wisconsin, Milwaukee County and other units of government to support the activities of the district.

VI. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this Plan.

Section 66.1109(3)(a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document

outlines in general terms the development program, it focuses upon the current year activities, and information on specific assessed values, budget amounts and assessment amounts based on year eight conditions. Greater detail about subsequent year's activities will be provided in the required annual updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

The BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Milwaukee.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include an assessable properties, a certain class or classes or properties, then this BID Plan may be amended by the Common Council of the City of Milwaukee as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109(3)(b).

C. Termination of the BID

A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a value equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par.(c) and unless the business improvement district is not terminated under par.(e).

Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the

boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

Within 30 days after the date of hearing under par.(c) every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or if the owner did not sign the petition, that the owner requests termination of the business improvement district.

If after the expiration of 30 days after the date of hearing under par.(c) by petition under this subsection or subsequent notification under par.(d) and after subtracting any retractions under par.(d) the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

APPENDICES

- A. Statute
- B. Board of Directors Roster
- C. Map of District
- D. Property Tax List

Appendix A

(1) In this section:

- (a) "Board" means a business improvement district board appointed under sub. (3)(a).
- (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
- (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
- (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
- (e) "Municipality" means a city, village or town.
- (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that subds. 1. to 4. have been complied with.
- (g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.
- (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
- (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

66.1109(2)(d)(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.
- (b) The planning commission has approved the annexation.
- (c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985.

Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

- (d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.
- (3)
- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
 - (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.
 - (c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:
 - 1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
 - 2. If the cash balance in the segregated account described under sub. (4) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.
 - (cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.
 - (cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.
 - (d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.
 - (4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.
 - (4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement

district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

- (a)** A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.
- (b)** On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).
- (c)** Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.
- (d)** Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.
- (e)** If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

- (a)** Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.
- (b)** A municipality may terminate a business improvement district at any time.
- (c)** This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.
- (d)** If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

Appendix B

BID 1 and 2 Board of Directors Roster

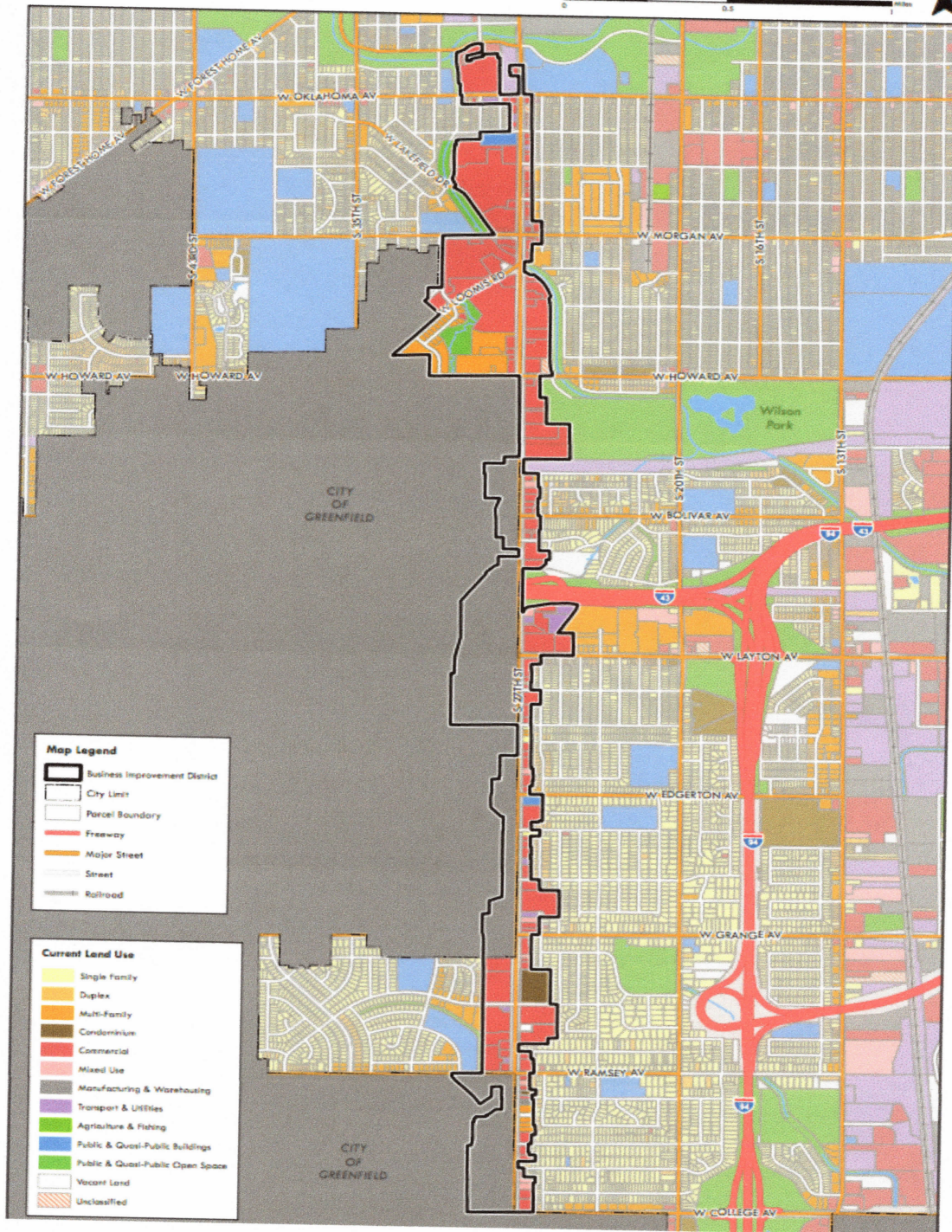
The BID Board will have a minimum of 5 members, not to exceed 9 members. At least 60% of the board will own or occupy property within the district. Any board member that does not occupy or own property within the district shall be a City of Greenfield resident. Appointment to the board shall be for a period of 3 years.

Todd Reardon Treasurer	Owner/Occupy	Lake Auto Group	4201 S 27 th St
Mark Kivley Member	Owner/Occupy	Re/Max Lakeside	5556 S 27 th St
Sara Blake Member	Owner/Occupy	US Bank	4333 S 27 th St
Kevin Scholz Member	Adhoc	Resident	
Troy Chowanec Preseident	Adhoc	Resident	
Jon Majdoch Member	Owner/Occupy	Lightspeed	4251 S 27 th St

Appendix C

BID NO. 43: SOUTH 27TH STREET CITY OF MILWAUKEE

Prepared by the Dept. of City Development Planning Division, 7/6/2017
Source: City of Milwaukee Information Technology Management Division,
Dept. of City Development Commercial Corridor Team



Appendix D - 2022 BID Tax Roll Charges (for 2023 BID Operating Plan)

Type of Charge	Parcel No.	PropertyAd	OwnerName	Property Owner Address	2022 Assessed Value	Rate (\$1.00/\$1,000 of assessed value)	2022 BID Charge Min. \$500, max \$1,500 (see Paula's 8/21/19 email)
BID #1	5769976004	2740 W Cold Spring Rd	Povlick Enterprises LLC	2740 W Cold Spring Rd., Greenfield, WI, 53221	\$287,000	\$287	\$500
BID #1	5769977003	4275 S 27th St	Ros No 17 LLC	4811 S 76th St # 211, Greenfield, WI, 53220	\$1,199,300	\$1,199	\$1,199
BID #1	5769978000	4251 S 27th St	Majdoch Holdings LLC	20711 Watertown Rd A-1, Waukesha, WI, 53186	\$863,700	\$864	\$864
BID #1	5769995001	4201 S 27th St	BRE 1 LLC	4100 S 27 St., Milwaukee, WI, 53221	\$4,313,400	\$4,313	\$1,500
BID #1	5769995002	4241 S 27th St	BRE 2 LLC	4100 S 27 St., Milwaukee, WI, 53221	\$1,146,000	\$1,146	\$1,146
BID #1	5769997002	4201 S 27th St	Wisconsin Electric Power Co	231 W Michigan Ave., Milwaukee, WI, 53203	\$433,100	\$433	\$500
BID #1	5998888000	4691 S 27th St	Tajinder Singh	3401 E Debbie Dr., Oak Creek, WI, 53154	\$483,400	\$483	\$500
BID #1	5998889000	2720 W Layton Ave	Jose & Laura Caballero	3875 W Kimberly Ave Greenfield, WI 53221	\$128,800	\$129	\$500
BID #1	5998891000	2736 W Layton Ave	Milwaukee County	901 N 9th St #102 Milwaukee, WI 53233	\$0	\$0	\$0
BID #1	5998892000	4671 S 27th St	Doble R. Enterprises LLC	3225 S. 42nd St., Milwaukee, WI, 53215	\$405,000	\$405	\$500
BID #1	5998893003	4661 S 27th St	First-Citizens Bank & Trust Company	PO Box 27131 Raleigh, NC 27611	\$782,900	\$783	\$783
BID #1	5998893005	4651 S 27th St	I Investments, LLC	8970 S Bluestem Ct, Franklin, WI, 53132	\$298,900	\$299	\$500
BID #1	5998893006	4625 S 27th St	Ros No 11 LLC	4811 S 76th St Ste 211, Greenfield, WI 53220	\$594,000	\$594	\$594
BID #1	5998922005	4595 S 27th St	At Home Stores LLC	1600 E Plano Pkwy, Plano, TX, 75074	\$4,027,700	\$4,028	\$1,500
BID #1	5998947001	4377 S 27th St	Oil X-Change LLC	1311 N. Paul Russell Rd. Ste 131, Tallahassee, FL, 32301	\$615,800	\$616	\$616
BID #1	5998949000	4353 S 27th St	Cihuati Property LLC	5600 College Point Ct, Racine, WI, 53402	\$203,400	\$203	\$500
BID #1	5998996000	4343 S 27th St	Thomas G. & Judith M. Weiss Rev. Trst	3325 W Layton Ave, Greenfield, WI, 53221	\$403,000	\$403	\$500
BID #1	5999000001	4333 S 27th St	US Bank Corp Real Estate	PO Box 460169, Houston, TX, 77056	\$2,281,000	\$2,281	\$1,500
BID #1	5999997001	4433 S 27th St	AAA Michigan	1 Auto Club Dr., Dearborn, MI, 48126	\$1,309,300	\$1,309	\$1,309
BID #1	6220001000	4901 S 27th St	Ross W. Stein	3333 Kimberly Ave., Greenfield, WI, 53221	\$124,700	\$125	\$500
BID #1	6220002001	4931 S 27th St	Greenfield Property Group LLC	W616 Rockvale, Oconomowoc, WI, 53006	\$2,065,000	\$2,065	\$1,500
BID #1	6220047001	5029 S 27th St	Auto Zone Inc	PO Box 2198, Memphis, TN, 38101	\$1,103,800	\$1,104	\$1,104
BID #1	6229944002	5077 S 27th St	Team R N' B Wisconsin, LLC	6600 N Ballard Rd, Appleton, WI, 54913	\$2,100,000	\$2,100	\$1,500
BID #1	6229946001	5051 S 27th St	Herrera Properties, LLC	2725 W Hayes Ave., Milwaukee, WI 53215	\$556,000	\$556	\$556
BID #1	6229975001	3033 W Layton Ave	F Street 3033 LLC	1134 N. 9th St. #200, Milwaukee, WI, 53233	\$2,562,300	\$2,562	\$1,500
BID #1	6229976000	3001 W Layton Ave	Jon C. Neal	5160 Donna Ct., Hales Corners, WI, 53130	\$330,400	\$330	\$500
BID #1	6229977000	2933 W Layton Ave	Greenfield Accipiter LLC	1882 E Main St #201, Madison, WI, 53704	\$568,300	\$568	\$568
BID #1	6229978000	2923 W Layton Ave	Ethington Holdings LLC	2923 W Layton Ave., Greenfield, WI, 53221	\$295,000	\$295	\$500
BID #1	6229979000	2915 W Layton Ave	Renaissance Physical Therapy Inc.	700 Pilgrim Pkwy Ste L-8, Elm Grove, WI, 53122	\$244,100	\$244	\$500
BID #1	6229980000	2833 W Layton Ave	WI Wholesale Mortgage LLC	2833 W Layton Ave., Greenfield, WI, 53221	\$323,400	\$323	\$500
BID #1	6229984001	2745 W Layton Ave	2745 W. Layton LLC	10847 W. Coronado Ct., Franklin, WI 53132	\$1,084,300	\$1,084	\$1,084
BID #1	6229986001	2741 W Layton Ave	TNU LLC	2741 W Layton Ave #202, Greenfield, WI, 53221	\$937,300	\$937	\$937
BID #1	6229988005	4775 S 27th St	Great Midwest Savings & Loan	15900 W Bluemound Rd., Brookfield, WI, 53005	\$800,000	\$800	\$800
BID #1	6229988007	4763 S 27th St	Limestone Son, LLC	200 Biscayne Blvd, 7th Floor, Miami, FL 33131	\$780,000	\$780	\$780
BID #1	6229988012	4861 S 27th St	JMC Properties LOC110 LLC	7430 Harwood Ave Ste 100, Wauwatosa, WI, 53213	\$2,074,500	\$2,075	\$1,500
BID #1	6229988014	4841 S 27th St	Carisch Brothers LP	681 E Lake St Ste 262, Wayzata, MN, 55391	\$600,000	\$600	\$600
BID #1	6229988015	4771 S 27th St	4771 South 27th Greenfield LLC	1 Ashley Way, Arcadia, WI, 54612	\$4,535,800	\$4,536	\$1,500
BID #1	6229988016	4777 S 27th St	MKB Greenfield LLC	3800 Emerald Dr. E, Onalaska, WI 54650	\$8,990,200	\$8,990	\$1,500
BID #1	6229991000	4839 S 27th St	Sills Greenfield LLC	8008 W. Layton, Greenfield, WI, 53220	\$270,000	\$270	\$500
BID #1	6229998000	4739 S 27th St	Tymek Properties LLC	4739 S 27th St., Greenfield, WI, 53221	\$424,300	\$424	\$500
BID #1	6229999000	4715 S 27th St	Ali's Investments LLC	5909 S. 27th St., Greenfield, WI, 53221	\$1,654,900	\$1,655	\$1,500
BID #1	6450001002	5141 S 27th St	Churchill Enterprises LLC	2081 S. 56th St., West Allis, WI, 53219	\$391,300	\$391	\$500
BID #1	6450008001	5175 S 27th St	James Letizia	555W22892 Woodside Dr., Waukesha, WI, 53189	\$358,100	\$358	\$500
BID #1	6450009000	5207 S 27th St	Antonio Rentas & Ricarda Rentas	3503 W Southland Dr., Franklin, WI, 53132	\$279,400	\$279	\$500
BID #1	6450010001	5233 S 27th St	Henry Limited Partnership	10647 Haddonstone Pl., Mequon, WI, 53092	\$871,200	\$871	\$871
BID #1	6450012000	5251 S 27th St	Two 7-Wins LLC	5265 S 27th St., Greenfield, WI, 53211	\$239,900	\$240	\$500
BID #1	6450013000	5265 S 27th St	Two 7-Wins LLC	5265 S 27th St., Greenfield, WI, 53211	\$218,500	\$219	\$500
BID #1	6450021000	5341 S 27th St	5341 LLC	1200 E Capitol Dr., Shorewood, WI 53211	\$501,700	\$502	\$502
BID #1	6450022000	5355 S 27th St	Sammy's Auto Class, Inc	3212 Briarwood Dr., Franklin, WI, 53132	\$211,000	\$211	\$500
BID #1	6450023000	5371 S 27th St	Rajeh Assad	8212 S River Ln, Franklin, WI 53132	\$421,600	\$422	\$500
BID #1	6450058000	5105 S 27th St	Knur Patel Property LLC	5105 S. 27th St., Greenfield, WI, 53221	\$539,300	\$539	\$539
BID #1	6459001000	5415 S 27th St	DPMD LLC	N84 W15670 Appleton Ave., Menomonee Falls, WI, 53051	\$1,883,200	\$1,883	\$1,500
BID #1	6459002000	2750 W Grange Ave	Viet Hoa Greenfield LLC	2750 W Grange Ave., Greenfield, WI, 53221	\$3,444,600	\$3,445	\$1,500
BID #1	6459992000	5101 S 27th St	Old National Bank	PO Box 718, Evansville, IN, 47705	\$979,900	\$980	\$980
BID #1	6689000012	5505 S 27th St	JMR Properties IV, LLC	5505 S 27th St., Greenfield, WI, 53221	\$2,799,700	\$2,800	\$1,500
BID #1 Total							\$46,333
BID #2	6919841016	6205 S 27th St	College Venture JV	833 E. Michigan St., Ste 500, Milwaukee, WI, 53202	\$4,407,600	\$4,408	\$1,500
BID #2	6919841017	6279 S 27th St	PH 6269 S. 27th St. LLC	241 N. Broadway Ste 501, Milwaukee, WI, 53202	\$485,000	\$485	\$500
BID #2	6919841007	6125 S 27th St	Romine's High Pockets Property LLC	13000 W Ohio Dr., New Berlin, WI, 53151	\$1,732,900	\$1,733	\$1,500
BID #2	6919841009	6133 S 27th St	ZAAE Properties LLC	6133 S 27th St., Greenfield, WI, 53221	\$2,704,400	\$2,704	\$1,500
BID #2	6919841014	6141 S 27th St	Boylard Properties Greenfield LLC	606 SE 117th Ave Ste 100, Vancouver, WA 98683	\$3,656,800	\$3,657	\$1,500
BID #2	6919844001	6061 S 27th St	Michael G. Borchardt Family Trust	6063 S 27th St, Greenfield, WI, 53221	\$221,900	\$222	\$500
BID #2	6919993001	5981 S 27th St	Pahlvan LLC	5981 S 27th St, Greenfield, WI, 53221	\$380,000	\$380	\$500
BID #2	6919993003	6001 S 27th St	Dura Service LLC and Jamal Amro	6001 S 27th St, 1st Floor, Greenfield, WI, 53221	\$467,000	\$467	\$500
BID #2	6919994002	5949 S 27th St	Joseph C. Fuchs	5949 S 27 St., Greenfield, WI, 53221	\$177,900	\$178	\$500
BID #2	6919995001	5945 S 27th St	Muhammad N. Choudry	9451 Ironwood Ln., Des Plaines, IL, 60016	\$403,000	\$403	\$500
BID #2	6919999002	5909 S 27th St	Ali's Oil Co Inc	5909 S 27th St., Greenfield, WI 53221	\$920,000	\$920	\$920
BID #2 Total							\$9,920
COMBINED TOTAL					\$80,895,900		\$56,253

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ____

A RESOLUTION APPROVING AN AGREEMENT WITH COBALT LOOMIS, LLC
FOR USE OF THE BILLBOARD LOCATED AT THE NORTHEAST CORNER
OF THE I-884 AND LOOMIS ROAD INTERCHANGE

WHEREAS, the City previously leased a portion of its land located at the northeast corner of the I-894 and Loomis Road interchange for billboard purposes; and

WHEREAS, the City has terminated that lease and has sought to exercise the option to purchase the billboard structure pursuant to said lease; and

WHEREAS, the City wishes to lease the billboard to Cobalt Loomis, LLC for use during the development of its project on the adjacent lands;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield that the Billboard Agreement in the form as attached is approved subject to any technical, typographical or other non-substantive changes deemed necessary and appropriate by the City Attorney.

BE IT FURTHER RESOLVED that the Mayor and appropriate City staff are authorized and directed to execute and deliver the same.

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

ACCOUNT CLASSIFICA AND FUNCTION		2021 ACTIVITY	2022 ORIGINAL BUDGET	2022 ACTIVITY THRU 08/31/22	BALANCE REMAINING
DESCRIPTION					
ESTIMATED REVENUES					
TAXES	TAXES	18,957,501	19,666,022	19,665,326	696.00
INTGOV	INTERGOVERNMENTAL	4,307,865	4,117,782	2,852,238	1,265,544.00
L&P	LICENSES AND PERMITS	1,202,125	1,222,800	965,008	257,792.00
FINES	FINES-FORFEITS-PENALTIES	626,376	803,000	387,251	415,749.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,824,431	1,516,364	1,309,760	206,604.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,320,385	1,255,723	579,903	675,820.00
MISC REV	MISCELLANEOUS REVENUE	263,364	347,969	301,175	46,794.00
OTH FIN	OTHER FINANCING SOURCES	6,000	722,250	73,705	648,545.00
TOTAL ESTIMATED REVENUES		28,508,047	29,651,910	26,134,366	3,517,544.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	3,505,298	3,873,495	2,423,779	1,449,716.00
PS	PUBLIC SAFETY	19,136,448	19,465,578	11,729,268	7,736,310.00
PW	PUBLIC WORKS	3,817,120	3,873,284	2,769,997	1,103,287.00
HHS	HEALTH AND HUMAN SERVICES	833,092	947,215	585,004	362,211.00
CRE	CULTURE, REC AND EDUCATION	1,072,458	1,246,124	712,508	533,616.00
PD	PLANNING AND DEVELOPMENT	194,869	231,214	128,825	102,389.00
OTHER	OTHER FINANCING SOURCES (USES)	39,000	15,000	76,558	(61,558.00)
TOTAL APPROPRIATIONS		28,598,285	29,651,910	18,425,939	11,225,971.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		(90,238)		7,708,427	7,708,427.00
BEGINNING FUND BALANCE		9,205,459	9,115,224	9,115,224	
ENDING FUND BALANCE		9,115,221	9,115,224	16,823,651	

AP DISBURSEMENT SCHEDULES:

AP CHECKS	9/30/2022	\$	802,044.51
AP CHECKS	10/7/2022	\$	191,471.13
AP CHECKS		\$	
AP CHECKS		\$	
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS - SEPT 2022		\$	454,636.25
P-CARDS -		\$	
TOTAL \$			1,448,151.89

CC: PAULA
CC: FINANCE FOLDER