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

COMMON COUNCIL MEETING AGENDA

Tuesday, May 2, 2023 - 7:00 PM

A. Call to Order & Roll Call
B. Opening Prayer
C. Pledge of Allegiance
D. Approval of the April 18, 2023 Common Council minutes
E. Mayor's Report
    1. Appointment of Weed Commissioners
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)
            iii. One member to the Zoning Board of Appeals for a term to expire 5/1/26 (formerly John Rivera)
J. New 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 5/1/2027 (formerly Andrew Drzewiecki)
    2. Award bid for publishing legal notices. (Goergen)
    3. Approve applications for 2022-2023 operator licenses (Goergen)
    4. Approve applications for 2023-2024 operator licenses. (Goergen)
    5. Approve renewal applications for the following licenses to expire June 30, 2024: Class "A" Fermented Malt Beverage, "Class A" Liquor (Cider Only), Class "B" Fermented Malt Beverage, Combination "Class B" Fermented Malt Beverage & Liquor, Class C Wine, Combination "Class A" Fermented Malt Beverage & Liquor, Reserve Combination "Class B" Fermented Malt Beverage & Liquor, Dry Cleaning/Washing Machine, Entertainment, Pawnbroker/Secondhand Article Dealer, and Operator's Licenses (approval of licenses should be subject to the City of Greenfield ordinances regarding code compliance and payment of all delinquent taxes and charges). (Goergen)

6. Approve a permanent underground utility easement across a portion of the Turf Skatepark parcel, to Wisconsin Electric Power Company DBA We Energies. (Katz)
7. Approve Reaffirmation of Guaranty as it pertains to the Loomis Crossing development and Cobalt Loomis, LLC. (Porter)
8. Approval of the American Red Cross Licensed Training Provider Agreement (Jaquish)
9. Discussion/decision regarding proposed naming of municipal building and or a room at City Hall. (Jaquish)
10. Approve granting temporary limited easements to the Wisconsin Department of Transportation and waivers of appraisal. (BPW-Ald Bailey-4/25/23)
11. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Powerline Trail Phase 3. (BPW-Ald. Bailey-4/25/23)
12. Discussion and decision to revise job description and change from hourly to salary pay classification for Planner in the Department of Neighborhood Services. (4/26/23 F&HR S. Saryan)
13. Discussion / Decision to revise the Organizational Chart by moving a Patrol Officer position to a Detective position within the Police Department. (4/26/23 F&HR S. Saryan)
14. Discussion and decision to approve a revised job description and wage scale for the Superintendent of Public Works (4/26/23 F&HR S. Saryan)
15. Approval of schedules of disbursements in the amount of $793,004.80. (4/26/23 F&HR S. Saryan)
16. Approval of mileage reimbursements in the amount of $343.10. (4/26/23 F&HR S. Saryan)
17. Investments and reinvestments for March 2023. (4/26/23 F&HR S. Saryan)
18. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2023-2024 operator license to the following:
    a. Sofia Vancleve
19. Adjourn closed session and reconvene into open session.
20. Decision re: Operator's License for Sofia Vancleve

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.

Committee: Common Council

Item Number: J2

Introduced By: Clerk's Office

Date Introduced: May 2, 2023

RELATING TO: Award bid for publishing legal notices

SUMMARY:

As required by 985.06 Wis. Stats. the bid received for publishing council proceedings and the City's legal notices was opened May 2, 2023 in the presence of the Mayor and City Clerk.

One bid was received from Gannett-Milwaukee Journal/NOW for publication in the South Now (Now Newspapers). (On April 1, 2023, the newspaper's name changed to the South Now, and they reduced seven zoned down to three.)

A scan of the bid is provided. All pricing has increased since last year. The publication rates proposed are as follows:

Council proceedings/legal notices:

1st insertion per line	$ .7805 (previously .6955)
2nd insertion per line	$ .7505 (previously .5495)

Display ads, sample ballots and other matter set in a display format

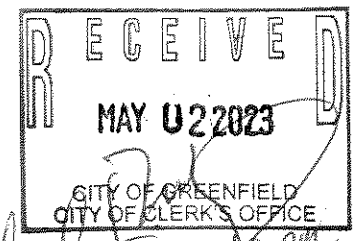
1st insertion per column inch	$ 9.36 (previously $7.28)
2nd insertion per column inch	$ 9.00 (previously $5.74)

RECOMMENDATION: Award the bid for publishing of council proceedings, legal notices and matter set in a display format to Gannet/Now Newspapers (South Now) based on the bid submitted and designate the South Now as the City's official newspaper. (We have no other choice.)

CC Agenda Form for Agenda Item Placement 230502.doc

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

MOTION ___ OTHER ___



CITY OF GREENFIELD
City Clerk's Office
7325 West Forest Home Avenue
Greenfield, WI 53220

5/2/23 12:00 pm
City Clerk

PROPOSAL REGARDING: Legal Publications

In accordance with Section 985.06 of the Wisconsin Statutes, sealed bids and proposals will be received until **12 noon on Tuesday, May 2, 2023** in the Office of the City Clerk, Greenfield City Hall, 7325 West Forest Home Avenue, for the following:

THE COST OF PUBLISHING:

a. Council proceedings

1st insertion per line	$ .7805
2nd insertion per line	$ .7505

b. City legal notices

1st insertion per line	$ .7805
2nd insertion per line	$ .7505

c. Display ads, sample ballots and other matter set in a display format

1st insertion per column inch	$ 9.36
2nd insertion per column inch	$ 9.00

Signature Jana Hamm

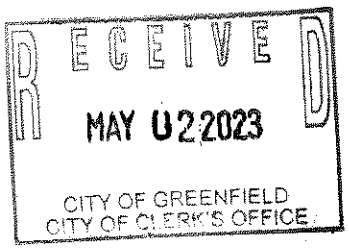
Title Director- Public Notices

Company Name Gannett- Milwaukee Journal/NOW

Address PO Box 23430

City, State, Zip Green Bay, WI 54305

Date 3/16/2023



Dear Jennifer

In addition to the proposal please see the attached.

New circulation showing the increased distribution for the South Now which now includes the area that was the Southwest Now.

Compared to the previous distribution.

Attached as well is the State certified rate showing that the rate for non-bidding entities.

The rate for first insertion is $1.1006 and second insertion is $.8695.

Display rates would be $13.2072, second insertion $10.434.

The state did take a 12.23% increase on legal notices.

Please let me know if I can assist with anything else and thank you again for the opportunity.

Sincerely

Tara Hamm

Director

Public Notices

Milwaukee Journal Sentinel/NOW Publications

Coverage as of July 2022 for CommunityNOW Publications

Northshore NOW Zone

Zone	Description	Quantity
Z53012	Cedarburg	920
Z53024	Grafton	825
Z53074	Port Washington with 53004 53021 53080	725
Z53092	Mequon/Theinsville & 53097	1787
Z53209	Milwaukee - North	1007
Z53211	Shorewood	1341
Z53212	Milwaukee - East	321
Z53217	Bayside/Fox Point/River Hills	1796
Z53223	Brown Deer	812
		9534

Northwest Now Zone

Zone	Description	Quantity
Z53022	Germantown	955
Z53051	Menomonee Falls	1880
Z53076	Richfield with 53017 & 53033	510
Z53089	Sussex	776
		4121

West NOW Zone

Zone	Description	Quantity
Z53005	Brookfield East with 53007 & 53122	1741
Z53045	Brookfield - West	1277
Z53210	Milwaukee - Central	257
Z53213	Wauwatosa	1268
Z53222	Milwaukee - West	847
Z53224	Milwaukee - Northwest	383
Z53225	Milwaukee - Northwest	433
Z53226	Wauwatosa	1105
		7311

Southwest Zone

Zone	Description	Quantity
Z53129	Greendale	883
Z53130	Hales Corners	491
Z53214	Milwaukee & West Allis	914
Z53215	Milwaukee	669
Z53219	Milwaukee	1147
Z53220	Greenfield	1066
Z53221	Milwaukee - Southeast	1333
Z53227	West Allis & Milwaukee	977
Z53228	Greenfield	895
		8375

South NOW Zone

Zone	Description	Quantity
Z53110	Cudahy	741
Z53132	Franklin	1901
Z53154	Oak Creek	1260
Z53172	South Milwaukee	824
Z53207	Milwaukee & Bayview	1481
		6207

Waukesha NOW Zone

Zone	Description	Quantity
Z53120	East Troy	99
Z53146	New Berlin - West	256
Z53149	Mukwonago & 53153	906
Z53150	Muskego & 53103	1543
Z53151	New Berlin - East	2117
Z53186	Waukesha - East	1019
Z53188	Waukesha - North	1128
Z53189	Waukesha - West & 53127	865
		7933

Lake Country NOW Zone

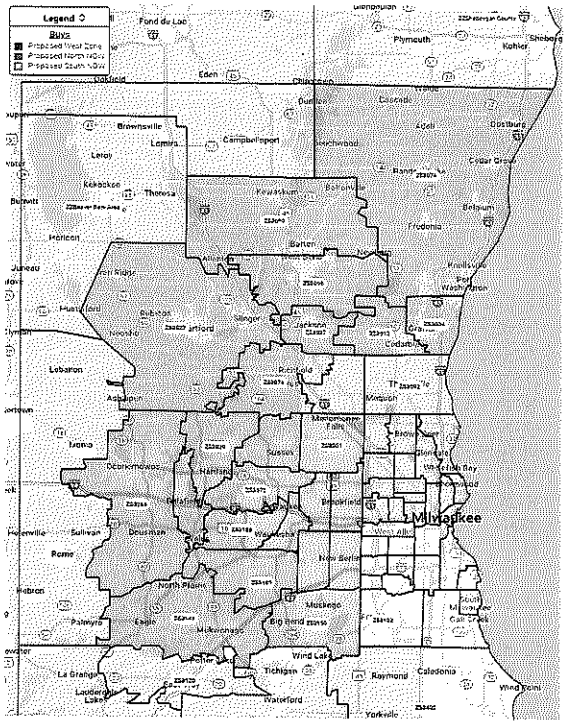
Zone	Description	Quantity
Z53018	Delafield with 53058 & 53183	508
Z53029	Hartland & 53056	791
Z53066	Oconomowoc	1812
Z53072	Pewaukee	1180
		4291

DISTRIBUTION SUMMARY

CN NOW Pub.	Distribution	Total QTY
Northshore NOW Zone	Wed HD	9534
Northwest Now Zone	Wed HD	4121
West NOW Zone	Wed HD	7311
Southwest Zone	Wed HD	8375
South NOW Zone	Wed HD	6207
Waukesha NOW Zone	Wed HD	7933
Lake Country NOW Zone	Wed HD	4291
TOTAL		47,772

NewZone [All]

Wed CR_NewZone	County	Zip Code Name	Zip Code	Category HD	SC	Grand Total
	Milwaukee	Milwaukee	53202	796	43	839
	Milwaukee	Milwaukee	53203	41	7	48
	Milwaukee	Milwaukee	53205	51		51
	Milwaukee	Milwaukee	53206	125		125
	Milwaukee	Milwaukee	53208	420	19	439
	Milwaukee	Milwaukee	53209	908	41	949
	Milwaukee	Milwaukee	53210	241	17	258
	Milwaukee	Milwaukee	53211	1250	47	1297
	Milwaukee	Milwaukee	53212	295	27	322
	Milwaukee	Milwaukee	53213	1161	55	1216
	Milwaukee	Milwaukee	53216	374	16	390
	Milwaukee	Milwaukee	53217	1658	45	1703
	Milwaukee	Milwaukee	53218	333	7	340
	Milwaukee	Milwaukee	53222	798	30	828
	Milwaukee	Milwaukee	53223	747	12	759
	Milwaukee	Milwaukee	53224	350	3	353
	Milwaukee	Milwaukee	53225	409	10	419
	Milwaukee	Milwaukee	53226	1031	32	1063
	Milwaukee	Milwaukee	53233	48	6	54
	Milwaukee Total			**11035**	**417**	**11453**
	Ozaukee	Belgium	53004	5	6	11
	Ozaukee	Cedarburg	53012	860	38	898
	Ozaukee	Fredonia	53021	87	9	96
	Ozaukee	Grafton	53024	758	24	782
	Ozaukee	Mequon	53092	1351	42	1393
	Ozaukee	Mequon	53097	239		239
	Ozaukee	Port Washington	53074	410	21	431
	Ozaukee	Saukville	53080	154	22	176
	Ozaukee Total			**3864**	**162**	**4026**
	Washington	Allenton	53002	16	2	18
	Washington	Colgate	53017	211	3	214
	Washington	Germantown	53022	797	29	826
	Washington	Hartford	53027	573	52	625
	Washington	Hubertus	53033	210	10	220
	Washington	Jackson	53037	253	15	268
	Washington	Kewaskum	53040	114	21	135
	Washington	Newburg	53060	0	0	0
	Washington	Richfield	53076	117	7	124
	Washington	Slinger	53086	188	11	199
	Washington	West Bend	53090	392	5	397
	Washington	West Bend	53095	818	66	884
	Washington Total			**3689**	**221**	**3910**
	Milwaukee	Cudahy	53110	694	51	745
	Milwaukee	Franklin	53132	1722	55	1777
	Milwaukee	Greendale	53129	781	25	806
	Milwaukee	Hales Corners	53130	440	27	467
	Milwaukee	Milwaukee	53204	111	26	137
	Milwaukee	Milwaukee	53207	999	109	1108
	Milwaukee	Milwaukee	53214	857	63	920
	Milwaukee	Milwaukee	53215	491	27	518
	Milwaukee	Milwaukee	53219	1049	50	1099
	Milwaukee	Milwaukee	53220	991	61	1052
	Milwaukee	Milwaukee	53221	1203	58	1261
	Milwaukee	Milwaukee	53227	911	46	957
	Milwaukee	Milwaukee	53228	828	20	848
	Milwaukee	Milwaukee	53295	1		1
	Milwaukee	Oak Creek	53154	1193	73	1266
	Milwaukee	Saint Francis	53235	368	16	384
	Milwaukee	South Milwaukee	53172	767	24	791
	Milwaukee Total			**13406**	**731**	**14137**
	Waukesha	Big Bend	53103	158	10	168
	Waukesha	Brookfield	53005	1126	46	1172
	Waukesha	Brookfield	53045	1174	24	1198
	Waukesha	Butler	53007	50	8	58
	Waukesha	Delafield	53018	268	20	288
	Waukesha	Dousman	53118	230	9	239
	Waukesha	Eagle	53119	108	7	115
	Waukesha	Elm Grove	53122	403	15	418
	Waukesha	Genesee Depot	53127	5	3	8
	Waukesha	Hartland	53029	691	34	725
	Waukesha	Lannon	53046	42	6	48
	Waukesha	Menomonee Falls	53051	1696	115	1811
	Waukesha	Merton	53056	7		7
	Waukesha	Mukwonago	53149	618	38	656
	Waukesha	Muskego	53150	1244	34	1278
	Waukesha	Nashotah	53058	91		91
	Waukesha	New Berlin	53146	359	1	360
	Waukesha	New Berlin	53151	1827	61	1888
	Waukesha	North Lake	53064	2		2
	Waukesha	North Prairie	53153	80	6	86
	Waukesha	Oconomowoc	53066	1309	62	1371
	Waukesha	Okauchee	53069	25		25
	Waukesha	Pewaukee	53072	1040	33	1073
	Waukesha	Sussex	53089	645	34	679
	Waukesha	Wales	53183	73	13	86
	Waukesha	Waukesha	53186	888	48	936
	Waukesha	Waukesha	53188	972	45	1017
	Waukesha	Waukesha	53189	838	45	883
	Waukesha Total			**15969**	**717**	**16686**
Grand Total				**47964**	**2248**	**50212**



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Jana Steinmetz, Administrator

February 14, 2023 **KEEP THIS DOCUMENT FOR YOUR RECORDS**

South NOW
Tara Hamm
PO Box 23430
Green Bay, WI 54305

2023 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on:
February 14, 2023 through December 31, 2023.

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation:	14,137	**Telephone:**	(414) 224-2121
Circulation Adjust:	30%	**Fax:**	(877) 943-0443
Day(s) Published:	W	**E-Mail:**	thamm@gannett.com
County:	Milwaukee	**Parent Co.:**	Gannett Satellite Info Sys dba Gannett WI Media

Insertion Rates

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

					ADJUSTED RATES	
Font(s)	Point Size	Alphabet Length	Column Width	Font Base	First Insert	Subsqt Insert
Arial	6	72	9.17	0.8466	1.1006	0.8695
Arial	6	72	19.33	1.7855	2.3211	1.8337
Arial	6	72	29.50	2.7244	3.5418	2.7980
Arial	6	72	39.67	3.6634	4.7624	3.7623
Arial	6	72	49.83	4.6023	5.9829	4.7265
Arial	6	72	60.00	5.5412	7.2036	5.6908
Arial	7	84	9.17	0.7257	0.9434	0.7453
Arial	7	84	19.33	1.5304	1.9895	1.5717
Arial	7	84	29.50	2.3352	3.0358	2.3983
Arial	7	84	39.67	3.1400	4.0821	3.2248
Arial	7	84	49.83	3.9448	5.1282	4.0513
Arial	7	84	60.00	4.7496	6.1745	4.8779

Arial	8	96	9.17	0.6350	0.8254	0.6521
Arial	8	102	9.17	0.5976	0.7769	0.6137
Arial	8	102	19.33	1.2603	1.6384	1.2944
Arial	8	96	19.33	1.3391	1.7408	1.3753
Arial	8	96	29.50	2.0433	2.6563	2.0985
Arial	8	102	29.50	1.9231	2.5001	1.9751
Arial	8	102	39.67	2.5859	3.3617	2.6558
Arial	8	96	39.67	2.7475	3.5718	2.8217
Arial	8	96	49.83	3.4517	4.4872	3.5449
Arial	8	102	49.83	3.2486	4.2232	3.3364
Arial	8	102	60.00	3.9114	5.0849	4.0171
Arial	8	96	60.00	4.1559	5.4027	4.2681
Arial	9	114	9.17	0.5347	0.6951	0.5491
Arial	9	114	19.33	1.1277	1.4660	1.1581
Arial	9	114	29.50	1.7207	2.2369	1.7672
Arial	9	114	39.67	2.3137	3.0078	2.3762
Arial	9	114	49.83	2.9067	3.7787	2.9852
Arial	9	114	60.00	3.4997	4.5496	3.5942
Arial Bold	6	80	9.17	0.7619	0.9905	0.7825
Arial Bold	6	80	19.33	1.6069	2.0890	1.6503
Arial Bold	6	80	29.50	2.4520	3.1876	2.5182
Arial Bold	6	80	39.67	3.2970	4.2862	3.3861
Arial Bold	6	80	49.83	4.1420	5.3846	4.2539
Arial Bold	6	80	60.00	4.9871	6.4832	5.1218
Arial Bold	7	92	9.17	0.6626	0.8613	0.6805
Arial Bold	7	92	19.33	1.3973	1.8165	1.4351
Arial Bold	7	92	29.50	2.1322	2.7718	2.1897
Arial Bold	7	92	39.67	2.8670	3.7271	2.9444
Arial Bold	7	92	49.83	3.6018	4.6823	3.6990
Arial Bold	7	92	60.00	4.3366	5.6376	4.4537
Arial Bold	8	106	9.17	0.5751	0.7476	0.5906
Arial Bold	8	112	9.17	0.5442	0.7075	0.5589
Arial Bold	8	112	19.33	1.1478	1.4921	1.1788
Arial Bold	8	106	19.33	1.2128	1.5766	1.2455
Arial Bold	8	106	29.50	1.8506	2.4057	1.9005
Arial Bold	8	112	29.50	1.7514	2.2768	1.7987
Arial Bold	8	112	39.67	2.3550	3.0615	2.4186
Arial Bold	8	106	39.67	2.4883	3.2348	2.5555
Arial Bold	8	106	49.83	3.1261	4.0639	3.2105
Arial Bold	8	112	49.83	2.9586	3.8462	3.0385
Arial Bold	8	112	60.00	3.5622	4.6309	3.6584
Arial Bold	8	106	60.00	3.7638	4.8930	3.8655
Arial Bold	9	126	9.17	0.4838	0.6289	0.4968
Arial Bold	9	126	19.33	1.0203	1.3263	1.0478
Arial Bold	9	126	29.50	1.5568	2.0239	1.5989
Arial Bold	9	126	39.67	2.0934	2.7214	2.1499
Arial Bold	9	126	49.83	2.6299	3.4188	2.7009
Arial Bold	9	126	60.00	3.1664	4.1163	3.2519
Arial Bold Italic	8	112	9.17	0.5442	0.7075	0.5589
Arial Bold Italic	8	112	19.33	1.1478	1.4921	1.1788
Arial Bold Italic	8	112	29.50	1.7514	2.2768	1.7987
Arial Bold Italic	8	112	39.67	2.3550	3.0615	2.4186
Arial Bold Italic	8	112	49.83	2.9586	3.8462	3.0385
Arial Bold Italic	8	112	60.00	3.5622	4.6309	3.6584
Arial Bold Italic	9	126	9.17	0.4838	0.6289	0.4968
Arial Bold Italic	9	126	19.33	1.0203	1.3263	1.0478
Arial Bold Italic	9	126	29.50	1.5568	2.0239	1.5989
Arial Bold Italic	9	126	39.67	2.0934	2.7214	2.1499

Arial Bold Italic	9	126	49.83	2.6299	3.4188	2.7009
Arial Bold Italic	9	126	60.00	3.1664	4.1163	3.2519
Arial Italic	8	102	9.17	0.5976	0.7769	0.6137
Arial Italic	8	102	19.33	1.2603	1.6384	1.2944
Arial Italic	8	102	29.50	1.9231	2.5001	1.9751
Arial Italic	8	102	39.67	2.5859	3.3617	2.6558
Arial Italic	8	102	49.83	3.2486	4.2232	3.3364
Arial Italic	8	102	60.00	3.9114	5.0849	4.0171
Arial Italic	9	114	9.17	0.5347	0.6951	0.5491
Arial Italic	9	114	19.33	1.1277	1.4660	1.1581
Arial Italic	9	114	29.50	1.7207	2.2369	1.7672
Arial Italic	9	114	39.67	2.3137	3.0078	2.3762
Arial Italic	9	114	49.83	2.9067	3.7787	2.9852
Arial Italic	9	114	60.00	3.4997	4.5496	3.5942

Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

"All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

To calculate ballot rates use the current statute standard line rate of **$0.9143** first insert and **$0.7223** subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

a) Measure the width of the ballot in picas (1 inch = 6 picas = 72 points): (a) _____

b) Measure the height (single column) of the ballot in inches: (b) _____

c) Multiply line (a) times line (b) equals: (c) _____

d) Enter the appropriate adjusted facsimile ballot rate from the table below: (d) $_____

Range	Circulation Adjustment	Ballot Rate per line
First Insert:	**$0.9143**	
8,0000 or less	0%	$0.9143
8,001-12,000	15%	$1.0639
12,001-16,000	30%	$1.2135
16,001-20,000	45%	$1.3631
20,001-24,000	60%	$1.5128
24,001 and up	75%	$1.6624
Subsequent Insert:	**$0.7223**	
8,0000 or less	0%	$0.7223
8,001-12,000	15%	$0.8405
12,001-16,000	30%	$0.9587
16,001-20,000	45%	$1.0769
20,001-24,000	60%	$1.1951
24,001 and up	75%	$1.3133

e) Multiply line (c) times line (d) = TOTAL $_____

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot, but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates

and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of $1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be $1.00 (Please refer to s. 985.12(4), Wis. Stats.)
985.12(1) The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper in **either hard copy or electronic format**, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely,
Bill Goff
Newspaper Certification Program

Enclosure
Chapter 985

CHAPTER 985

PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES

985.01 Definitions.
985.02 Method of notification.
985.03 Qualifications of newspapers.
985.04 Official state newspaper.
985.05 Official municipal newspapers.
985.06 Official city newspaper.
985.065 Publication and printing; counties with population of 250,000 or more.
985.07 Classes and frequency of legal notices.
985.075 Substance of 2nd and 3rd insertions.
985.08 Fees for publishing.
985.09 Computation of time, Sundays, legal holidays.
985.10 Publication on Sunday.
985.11 Fees and work on Sunday.
985.12 Proof of publication.
985.13 Change of name or discontinuance of paper.
985.14 Refusal to publish.
985.15 Forfeiture for refusal to publish.

985.01 Definitions. As used in this chapter, unless the context requires otherwise:

(1b) "Bona fide paid circulation" means the paid circulation of a newspaper for which the publisher of the newspaper has actual print, digital, or electronic subscribers for each publication of not less than 1,000 copies for 1st and 2nd class cities or 300 copies for 3rd and 4th class cities, villages, or towns.

(1g) "Governing body" has the meaning given in s. 345.05 (1) (b) and includes a long–term care district board under s. 46.2895.

(1m) (a) Except as provided in par. (b), "insertion," when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.

(b) With respect to a newspaper published in the town of Washington, Door County, at least 2 times a month, "insertion," when used to indicate the publication of a legal notice more than one time, means once in each issue of consecutive issues published at intervals of at least one week, the last issue of which shall be published at least one week before the act or event, unless otherwise specified by law.

(2) "Legal notice" means every notice required by law or by order of a court to be published in a newspaper or other publication, except notices required by private and local laws to be published in newspapers, and includes all of the following:

(a) Every publication of laws, ordinances, resolutions, financial statements, budgets and proceedings intended to give notice in an area.

(b) Every notice and certificate of election, facsimile ballot, referenda, notice of public hearing before a governmental body, and notice of meetings of private and public bodies required by law.

(c) Every summons, order, citation, notice of sale or other notice that is intended to inform a person that the person may or shall do an act or exercise a right within a designated period or upon or by a designated date.

(3) "Municipality" has the meaning in s. 345.05 (1) (c) and includes a long–term care district under s. 46.2895.

(3g) "News content" means written information and images, other than advertisements, that are printed in a publication.

(3r) Except as otherwise provided in this subsection or in s. 985.03 (1) (am), "newspaper" means a publication that is published at regular intervals and at least once a week, with a minimum of 50 issues each year containing, on average, at least 25 percent news content per issue, including reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader. "Newspaper" includes a daily newspaper published in a county having a population of 750,000 or more, devoted principally to business news and publishing of records, which has been designated by the courts of record of the county for publication of legal notices for a period of 6 months or more. "Newspaper" also includes a newspaper published in the town of Washington, Door County, at least 2 times a month.

(4) "Proceedings," when published in newspapers, mean the substance of every official action taken by a local governing body at any meeting, regular or special.

(5) A newspaper is "published" at the place from which its mailing permit is issued, except that if the place where the newspaper has its major concentration of circulation has no primary post office, then at the place it shall designate as its place of publication in the affidavit required by s. 985.03 (1) (cm), but no newspaper shall have more than one place of publication during the same period of time.

(6) "Substance" is an intelligible abstract or synopsis of the essential elements of the official action taken by a local governing body, including the subject matter of a motion, the persons making and seconding the motion and the roll call vote on the motion, except that ordinances and resolutions published as required by law need not be republished in proceedings, but a reference to their subject matter shall be sufficient.

(7) "Wisconsin newspapers legal notices Internet site" means an Internet site maintained by Wisconsin newspapers for the purpose of providing and maintaining an electronic version of printed and published legal notices.

History: 1981 c. 372; 1983 a. 189 ss. 327, 328, 329 (31); 1993 a. 486; 1999 a. 9, 85; 2007 a. 20; 2009 a. 276; 2011 a. 228; 2015 a. 79, 196; 2017 a. 282 ss. 1 to 3, 12; 2019 a. 32; 2021 a. 32.

985.02 Method of notification. (1) Except as otherwise provided by law, a legal notice shall be published in a newspaper likely to give notice in the area or to the person affected. Whenever the law requires publication in a newspaper published in a designated municipality or area and no newspaper that satisfies the requirements under s. 985.03 (1) (a) or (am) is published therein, publication shall be made in a newspaper likely to give notice.

(2) If the governing body of a municipality elects to post under s. 985.05 (1) it shall post in the following manner:

(a) The notice must be posted in at least 3 public places likely to give notice to persons affected or must be posted in at least one public place likely to give notice to persons affected and placed electronically on an Internet site maintained by the municipality.

(b) The notice posted before the act or event requiring notice shall be posted and, if applicable, placed electronically, no later than the time specified for the first newspaper publication.

(c) The notice posted after the act or event requiring notice shall be posted and, if applicable, placed electronically, within one week after the act or event. Actions of governing bodies posted after the act or event shall be effective upon posting.

(d) The affidavit of the officer or person posting the legal notice containing the time, place and manner of the posting is presumptive evidence of the facts stated therein.

(3) The newspaper that publishes a legal notice shall, in addition to newspaper publication, place an electronic copy of the

legal notice at no additional charge on the publishing newspaper's Internet site and on the Wisconsin newspapers legal notices Internet site. Every newspaper that publishes legal notices shall have an Internet site and include on its home page a prominent link to the newspaper's legal notices section, the contents of which shall be available for viewing at no cost to the public. The newspaper's Internet legal notice section shall include a link to the Wisconsin newspapers legal notices Internet site, as defined in s. 985.01 (7).

History: 2007 a. 20; 2011 a. 228; 2015 a. 79; 2017 a. 282; 2021 a. 32.

A county with a population of less than 250,000 is not required to designate an official newspaper. A county is not required to seek bids for the publication of legal notices. Even if a county does not competitively bid the publication of its own proceedings as provided in s. 59.14 (3), it may print its own proceedings or post them on its web site. A county may not, in lieu of publication in a printed newspaper or posting on a physical bulletin board, post its legal notices on its official web site. OAG 2–08.

985.03 Qualifications of newspapers. (1) (a) Except as provided in par. (am), no publisher of any newspaper in this state shall be awarded or be entitled to any compensation or fee for the publishing of any legal notice unless the newspaper has had a bona fide paid circulation and one of the following applies:

1m. The newspaper has been published at least once each week for at least 50 consecutive issues prior to the first publication of the notice in the city, village, or town where published, or the newspaper can verify to the department of administration using postal records that the newspaper has been circulated to the minimum number of print, digital, or electronic subscribers required under s. 985.01 (1b) prior to the issuance of its mailing permit from its place of publication, as set forth in s. 985.01 (5).

2m. The newspaper is a successor to a newspaper described in subd. 1m. and the successor newspaper has resumed publication following succession within 30 days.

3. The newspaper has merged or consolidated with one or more newspapers and one of the newspapers subject to the consolidation or merger has been continuously published at regular intervals of at least once each week for at least 50 issues each year for at least one year prior to the first publication of the notice.

(am) If there is not a newspaper in a city, village, or town that satisfies the requirements under par. (a), the publisher of a newspaper that satisfies all of the following may be awarded or be entitled to compensation or a fee for the publishing of a legal notice:

1. The newspaper has been circulated at least once each week for at least 50 issues each year for one year prior to the first publication of the notice in the city, village, or town and publishing in the newspaper is likely to give notice in the area or to the affected person.

2. The newspaper is otherwise qualified under this section.

(b) Suspension of publication resulting from the mobilization of troops being called to active duty with the armed forces, strike, lockout or damage, or destruction due to war, fire or act of God, shall not count as an interval in publication.

(bm) A period of disqualification not to exceed 2 years due only to the place of publication shall not count as an interval in publication.

(cm) A newspaper in order to be eligible under this section shall also file a certificate with the county clerk stating that it qualifies under this section and stating its place of publication.

(2) Any person charged with the duty of causing legal notices to be published, and who causes any legal notice to be published in any newspaper not eligible to so publish under the requirements of sub. (1), or who fails to cause such legal notice to be published in any newspaper eligible under this section, may be fined not to exceed $100 for each offense. Each day in which a legal notice should have been but was not published as required by law shall constitute a separate offense hereunder.

History: 1975 c. 341; 1989 a. 31; 2011 a. 228; 2017 a. 207 s. 5; 2017 a. 282; 2021 a. 32.

This section does not violate equal protection. The term "paid circulation," as a requirement under sub. (1) (a), is discussed. Community Newspapers v. West Allis, 156 Wis. 2d 350, 456 N.W.2d 646 (Ct. App. 1990).

A municipality may not expend funds to publish legal notice in a "shopper" that does not meet the qualifications in s. 985.03 (1) (a). 71 Atty. Gen. 177.

985.04 Official state newspaper. The joint committee on legislative organization shall recommend to the legislature to designate some newspaper published in Wisconsin to be the official state newspaper, which shall publish all legal notices required to be published therein. Any such publication from any of the state agencies shall be deemed official. The joint committee may invite bids from all newspapers which meet the requirements of s. 985.03, but if it does so, it is not required to recommend the lowest bidder as the official state newspaper. The joint committee shall introduce its recommendation in the legislature in the form of a joint resolution. No designation takes effect until the joint resolution is adopted. A newspaper which is designated the official state newspaper shall continue as such until the legislature designates another newspaper to be the official state newspaper.

History: 1977 c. 29; 1979 c. 34; 1981 c. 372 ss. 12, 13.

Article VII, sec. 21 [Art. IV, s. 17] requires full text publication of all general laws, and publication of an abstract or synopsis of such laws would not be sufficient. Methods other than newspaper publication, under s. 985.04, may be utilized to give public notice of our general laws. 63 Atty. Gen. 346. See also s. 14.38 (10).

985.05 Official municipal newspapers. (1) The governing body of every municipality not required to have an official newspaper may designate a newspaper published or having general circulation in the municipality and eligible under s. 985.03 as its official newspaper or utilize the same for specific notices. The governing body of such municipality may, in lieu of newspaper publication, direct other form of publication or posting under s. 985.02 (2). Other publication or posting, however, shall not be substituted for newspaper publication in proceedings relating to: tax redemptions or sales of land acquired by the county or city authorized to act under s. 74.87 for delinquent taxes, charges or assessments; civil annexations, detachments, consolidations or incorporations under chs. 59 to 66; or legal notices directed to specific individuals. Posting may not be substituted for publication in school board elections conducted under s. 120.06 or publication under s. 60.80 (2) of town ordinances imposing forfeitures. If an eligible newspaper is published in the municipality, other publication or posting shall not be substituted for newspaper publication under s. 61.32 or 61.50.

(2) When any municipality has designated an official newspaper, all legal notices published in a newspaper by such municipality shall be published in such newspaper unless otherwise specifically required by law.

(3) In lieu of the requirements of this chapter, a school board may publish or publicize under s. 120.11 (4).

History: 1975 c. 138; 1983 a. 532; 1985 a. 225; 1987 a. 378.

A county board may not designate more than one newspaper having a general circulation in the county as its official newspaper. However, the county board may direct that a particular legal notice also appear in one or more other county newspapers. 60 Atty. Gen. 95.

A county with a population of less than 250,000 is not required to designate an official newspaper. A county is not required to seek bids for the publication of legal notices. Even if a county does not competitively bid the publication of its own proceedings as provided in s. 59.14 (3), it may print its own proceedings or post them on its web site. A county may not, in lieu of publication in a printed newspaper or posting on a physical bulletin board, post its legal notices on its official web site. OAG 2–08.

985.06 Official city newspaper. (1) In 2nd and 3rd class cities, the clerk shall, on or before the 2nd Tuesday of April, advertise in the official city newspaper, or if there is none, in a newspaper published in the city and eligible under s. 985.03, for separate proposals to publish in English the council proceedings and the city's legal notices, respectively, for the ensuing year, inviting bids from all daily and weekly newspapers published in such city which are eligible under s. 985.03, also stating the security required with each bid, which shall be previously fixed by the council, and requiring delivery of the bids in writing, sealed, at the clerk's office by 12 noon of the first Tuesday of May. At that hour, the clerk shall, in the presence of the mayor or an alderperson, open the bids and enter them in a record kept for that purpose. No bid from other than a newspaper legally invited to bid, or for more

than the legal rate for like work, shall be of any effect. The paper making the lowest effective bid for the city's legal notices shall be awarded the contract therefor. If 2 or more effective bids are for the same price, and no lower effective bid is filed, the clerk shall transmit such tie bids to the council at its next meeting and the council shall designate the successful bid. If no effective bid is received, the council may direct the clerk to readvertise as before. Each successful bidder shall execute a contract in accordance with the bid and file such bond for its performance as the council requires. No such paper shall receive more or less than the contract price nor any other compensation for the work. The paper securing the contract for the publishing of the city's legal notices shall be the official city newspaper.

(2) In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city's legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work.

(3) The publisher, before the claim for the publication is audited, shall file with the clerk proof of publication by affidavit of the printer or foreman, attached to a copy of the matter published, stating the date or dates of publication. Such affidavit shall be conclusive evidence of publication for the purpose of audit.

(4) If for any reason any city is at any time without an official city newspaper, matters required to be published shall be published in a newspaper eligible under s. 985.03, designated by the council, at not more than the legal rate for like work.

History: 1993 a. 184, 491.

985.065 Publication and printing; counties with population of 250,000 or more. (2) (a) In counties having a population of 250,000 or more, the county board of supervisors, at its annual meeting shall direct the county clerk to invite proposals from the English newspapers published daily in said county, for the publication and printing of the proceedings of said board, and all other notices or advertisements as shall be authorized or required to be published or printed by the said board and all officers, boards and departments of said county, during the next ensuing year, which publications and advertising may be divided and classified if the said board shall so order.

(b) Such proposals shall name a price per standard line, or shall name a price per standard line per thousand of average daily circulation in such county for the period of 6 months next preceding the date of such proposals, as shown by the affidavit of an authorized officer or agent of such proponent, or shall name a price for such advertising space as may be required or ordered by the board at any time during the year for which awards are made, or, at the option of the proponent, shall include any or all of such separate proposals as aforesaid.

(c) The said board may by resolution suspend the publication of proceedings in newspapers and provide for the printing thereof in pamphlet form until the further action of the board in relation thereto. Separate bids may be called for if so ordered by said board, from printers in the county, for the printing of the proceedings of said county board in pamphlet form in such quantities as shall be determined by said board.

(d) Each bid shall be accompanied by a certificate of the county treasurer that the bidder has deposited with the county treasurer a United States bond, corporate surety bond or certified check in the sum of $500, or the cash deposit of a like amount, conditioned that said bidder will, if successful, enter into a contract as provided in the resolution of said board or invitation for such bids. The county clerk shall on the date named in said invitation for bids, in the presence of the committee on printing and stationery of said board, open all such proposals and enter upon his or her minutes a record thereof, all of which shall be reported to the board at its next meeting, together with the recommendations of said committee. The said board shall thereupon consider such proposals and by its resolution designate and award such advertising and printing to the lowest bidder or to the lower bidder based upon a rate per thousand of average daily circulation in such county, or said board may award such publication and printing to the lowest bidder and also to the lowest bidder per thousand of average daily circulation as aforesaid, or said board may award any division or classification of such publication and printing made under the provisions hereof, to the lowest bidder and award the remaining division or divisions, or classification, to the lowest bidder per thousand of circulation aforesaid. If the board elects to print its proceedings in pamphlet form only, the invitation for bids and the award may be made to the lowest responsible bidder, at a rate per standard line, or per page, or such other basis as the board determines.

(e) Upon the award of the contract, or contracts, the deposits of unsuccessful bidders, and upon execution of proper contracts by successful bidders, the deposits shall severally be returned. The contract, or contracts, shall be accompanied by a good and sufficient bond in such amount as shall be fixed by said board conditional for the faithful performance of such contract.

(f) The said board of supervisors may, in lieu of the foregoing provisions, provide by ordinance, a method of printing and publication of its proceedings and notices, and the method of obtaining bids and contracts therefor.

(g) In any case where it shall be deemed advisable, the county board may provide for further or additional publication of notices in appropriate trade mediums.

(h) The rates provided by s. 985.08 for legal notices shall not apply to printing or publications hereunder.

History: 1983 a. 192; 1993 a. 486.

985.07 Classes and frequency of legal notices. There shall be 3 classes of legal notices under this chapter. The designated number of insertions is the minimum required by law, and the frequency may be increased at the discretion of the requisitioning agency.

(1) CLASS 1 NOTICES. All notices designated as class 1 notices require one insertion.

(2) CLASS 2 NOTICES. All notices designated as class 2 notices require 2 insertions.

(3) CLASS 3 NOTICES. (a) All notices designated as class 3 notices require 3 insertions.

(b) Any legal notice not otherwise designated shall be a class 3 notice unless the time permitted by law necessitates a class 2 or class 1 notice, except that any notice required by law on January 2, 1966, which is not otherwise designated, shall be a class 1 notice.

(4) The classification provided herein does not apply to notices of public election or referenda or to notices governed by s. 815.31 but such notices shall be governed by the specific statutes relating thereto.

History: Sup. Ct. Order, 67 Wis. 2d 585, 784 (1975).

985.075 Substance of 2nd and 3rd insertions. (1) In this section, "summary" means a brief, precise, and plain–language description that can be easily understood.

(2) Except as provided in sub. (3), when a governing body of a municipality is required by law to publish a legal notice as a class 2 notice or a class 3 notice, the governing body may, for the 2nd and 3rd insertions and in lieu of publishing the full text of the material required to be included in the first insertion of the legal notice, publish a summary of the material included in the first insertion in the same manner in which the first insertion was published. The governing body shall ensure that the summary is accompanied by a notice that the full text of the material included in the first insertion is available for viewing at all of the following locations:

(a) As an electronic document on the governing body's Internet site.

in a particular newspaper and the name of such newspaper is changed before such publication is commenced or before it is completed, the publication shall be made or continued in the newspaper under its new name with the same effect as if the name had not been changed. The proof of the publication, in addition to other requirements, shall state the change of name and specify the period of publication in such newspaper under each name.

(2) When a newspaper ceases to be published before the publication of a legal notice is commenced, or when commenced ceases before such publication is completed, the order for publication, when one is required in the first instance, may be amended by order of the court or judge, on proof of the fact by affidavit, so as to designate another newspaper, as may be necessary; and if no order is required in the first instance such publication may be made or completed in any other newspaper; and any time during which such notice is published in the first newspaper shall be reckoned a part of the time required for the publication thereof, proof of which may be made by affidavit of any person acquainted with the facts. The second newspaper may be one published in an adjoining county in the cases mentioned in s. 985.14.

985.14 Refusal to publish. When there is only one newspaper in a county and the publisher thereof refuses to publish a legal notice, such legal notice may be published in a newspaper printed in an adjoining county; and proof by affidavit of the reason why such publication was made in an adjoining county shall accompany the proof of publication, or the order for publication, when any is necessary, may be made or amended by the court or judge so as to designate a newspaper in an adjoining county, upon affidavit showing the necessity therefor. Whenever a legal notice is required by law to be published in a newspaper in any county having a village or city situated partly in said county and partly in an adjoining county where there is no newspaper printed in such village or city within the county first mentioned, but there is a newspaper published in such village or city within such adjoining county, such notice may be published in such last mentioned newspaper.

985.15 Forfeiture for refusal to publish. If the publisher or printer of a newspaper shall, after payment or tender of the publisher's or printer's legal fees therefor, refuse or willfully neglect to publish any legal notice required in pursuance of law or a lawful order of publication to be published in the publisher's or printer's newspaper, being able to make such publication, the publisher or printer shall forfeit $25, one–half to the party prosecuting therefor.

History: 1993 a. 486.

View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**
   Customers with a scheduled Pickup
   - Your driver will pickup your shipment(s) as usual.

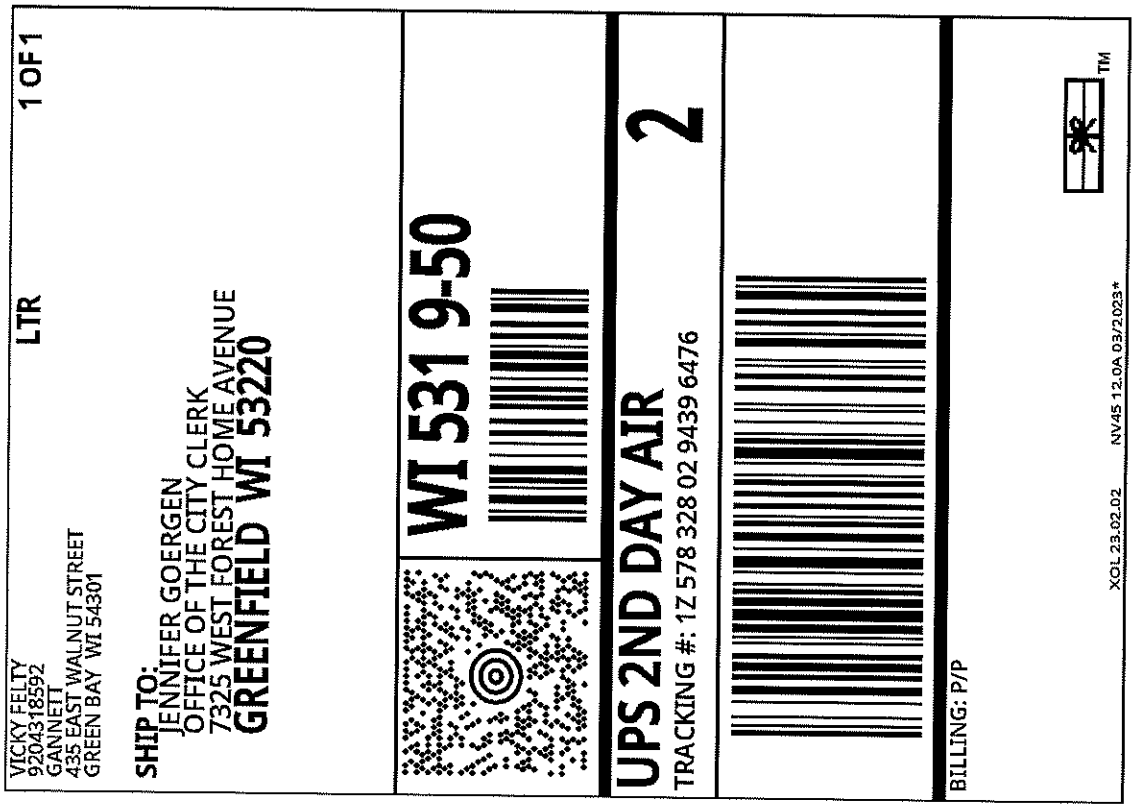
   Customers without a scheduled Pickup
   - Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.
   - Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.

UPS Access Point™
ADVANCE AUTO PARTS STORE
#5007
1900 MAIN ST
GREEN BAY WI 54302-3910

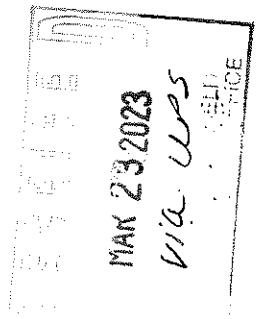
UPS Access Point™
ADVANCE AUTO PARTS STORE
#5012
12310 W 95TH ST
LENEXA KS 66215-3807

UPS Access Point™
ADVANCE AUTO PARTS STORE
#5013
8448 W CENTER RD
OMAHA NE 68124-3137

FOLD HERE



Office Newspaper
Bill Gannett



CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
John Ryan Gondek III	4221 S 6th ST #d54	Milwaukee, WI 53221
Kallista Kae Miller	900 Cedarwood CT	Waukesha, WI 53188
Mayemme Sow	1717 S Layton BLVD	Greenfield, WI 53221
Steven Arthur Hankes	5204 Raven DR	Greendale, WI 53129

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Amy Lynne Weisen	6611 Riverdale LN	Greendale, WI 53129
Daniel Scott Engnath	7427 W River Bend DR	West Allis, WI 53219
Holly Ann Kroll	4020 S 76th ST 33	Greenfield, WI 53220
Jennifer R Montey	14772 W Hidden Creek CT	New Berlin, WI 53151
Lori Ann Jardanowski	3747 S 35th ST 202	Greenfield, WI 53221
Sandra Marie Dorazil	3239 S 58th ST 205	West Allis, WI 53219
Tarunkumar Patel	4635 S 20th ST #210	Milwaukee, WI 53221

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

CLASS A BEER

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
4710 LLC	Andy's on Hwy 100	Vimal Kapila, Agent	4710 S 108th ST

Premise Description:

FIRST FLOOR, WALK IN COOLER, LOCATED AT 4710 S. 108TH ST

Hasham Petroleum LLC	Hasham Citgo	Khadija Inayat, Agent	5235 W Loomis RD

Premise Description:

ALCOHOL WILL BE SOLD IN THE COOLER AND ON THE SHELVES, STORED IN THE BACK AND RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5235 W LOOMIS RD

JTT Enterprises Inc.	Layton Petro Mart	Judith Schwartz, Agent	12345 W Layton AVE

Premise Description:

COOLERS, BACKROOMS, SALES FLOOR AT LAYTON PETRO MART, LOCATED AT 12345 W LAYTON AVE.

Saiya Inc	Loomis Rd. Amoco	Sanjeev K Dhingra, Agent	5030 W Loomis RD

Premise Description:

BEER ON SHELVES AND IN WALK-IN COOLER AND RECORDS IN THE OFFICE LOCATED INSIDE THE STORE LOCATED AT 5030 W LOOMIS RD

Sunil Petro Inc.	SAI Mart BP	Kavita Sharma, Agent	4715 S 27th ST

Premise Description:

FIRST FLOOR OF THE BUILDING LOCATED AT 4715 S 27TH ST

CLASS A CIDER ONLY

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Hasham Petroleum LLC	Hasham Citgo	Khadija Inayat, Agent	5235 W Loomis RD

Premise Description:

ALCOHOL WILL BE SOLDE IN THE COOLER AND ON THE SHELVES, STORED IN THE BACK AND RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5235 W LOOMIS RD

JTT Enterprises Inc.	Layton Petro Mart	Judith Schwartz, Agent	12345 W Layton AVE

Premise Description:

COOLERs, BACKROOMS, SALES FLOOR, LOCATED AT 12345 W. LAYTON AVE.

Sunil Petro Inc.	SAI Mart BP	Kavita Sharma, Agent	4715 S 27th ST

Premise Description:

FIRST FLOOR OF THE BUILSING LOCATED AT 4715 S 27TH ST

CLASS B BEER

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Portillo's Hot Dogs, LLC	Portillo's Hot Dogs LLC	Julio Pitre, Agent	8705 W Sura LN

Premise Description:

PATRONS MAY ONLY PURCHASE BEER AT THE BAR/CATERING AREA, WITH THE KEG UNDER THE COUNTER AND PROPERLY LABELED BEER TAP HANDLES. THERE IS NO BAR SERVICE TO TABLES IN THE RESTAURANT. CONSUMPTION OF THE BEER IS ON THE PREMISES IN THE MAIN DINING ROOM AND THE OUTDOOR PATIO. THE STORAGE OF BEER INVENTORY IS IN THE WALK IN COOLER ON THE PREMISES. THE RECORDS REGARDING ALCOHOL WILL BE KEPT AT THE CORPORATE OFFICE AT 2001 SPRING RD, SUITE 400, OAK BROOK, IL 60523 AS WELL AS AN ELECTRONIC COPY AT THE PREMISES LOCATED AT 8705 W SURA LN.

CLASS B LIQUOR - COMBO

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Bluemel's Floral & Garden Center Inc	Bluemel's Floral & Garden Center, Inc.	John Lewandowski, Agent	4930 W Loomis RD

Premise Description:

ALL ALCOHOL WILL BE SOLD, SERVED, AND CONSUMED IN OUR 1,500 SQ FT INDOOR COFFEE SHOP SPACE AND OUR 3,000 SQ FT OUTDOOR PATIO SPACE. ALL ALCOHOL WILL BE STORED IN A LOCKED CLOSET LOCATED IN THE COFFEE SHOP, AND ALL RECORDS WILL BE KEPT IN OUR MAIN OFFICE NEXT TO THE COFFEE SHOP LOCATED AT 4930 W LOOMIS RD

Carrabba's Italian Grill, LLC	Carrabba's Italian Grill	Kathy D'Andrea, Agent	4765 S 76th ST

Premise Description:

ONE STORY, 5,576 SF BUILDING WITH 789 SF PATIO ON A 61,480 SF LOT LOCATED AT 4765 S. 76TH ST.

GD Classic Inc	Classic Lanes Greenfield	Gina Lynn Daroszewski, Agent	5404 W Layton AVE

Premise Description:

BOWLING CENTER WITH 16 LANES, BILLARDS, BAR, VIDEO GAMES, STORAGE IN BASEMENT, COOLERS AND LOCKED LIQUOR ROOM, OUTDOOR ENCLOSED AREA ON THE SOUTHEAST SIDE WITH PLANTERS - APPROXIMATELY 882 SQ. FT. LOCATED AT 5404 W LAYTON AVE.

Hwy 100 Bar & Grill Inc	Club Paragon	Jeffrey Willms, Agent	3578 S 108th ST

Premise Description:

MAIN BAR, PARTY ROOM, STORAGE ROOMS, PATIO, BASEMENT, OUTSIDE TENT LOCATED AT 3578 S 108TH ST.

Schneiders Corner Club LLC	Corner Club	Kathleen Ann Schneider, Agent	4309 W Grange AVE

Premise Description:

BEV SALES 4309 W GRANGE, LIQ & BEER STORAGE BASEMENT OF 4311 W GRANGE (SHARED HALLWAY) PATIO IN BACK SW CORNER LOCATED AT 4309 W GRANGE AVE

Rock Investments of WI LLC	Crossroads Diner	Kim Caze	4160 W Loomis RD

Premise Description:

ALCOHOL WILL BE SOLD IN DINING AREA. IT WILL BE STORED IN THE OFFICE/STORAGE ROOM LOCATED AT 4160 W. LOOMIS RD.

El Beso Mexican Restaurante LLC	El Beso Greenfield	Andreas Bouraxis, Agent	5030 S 74th ST

Premise Description:

1ST FLOOR AND PATIO, LOCATED AT 5030 S 74TH ST.

Famous Dave's Ribs Inc.	Famous Dave's	Aaron B Dach, Agent	5077 S 27th ST

Premise Description:

ALL OF BUILDING W/FULL BAR & 188 SEATS, LOCATED AT 5077 S 27TH ST.

Mark S Silber	Fin 'N Feather	Mark S Silber, Agent	4060 W Loomis RD

Premise Description:

FIRST FLOOR OF TAVERN, BASEMENT OF TAVERN AND HOUSE AND OUTDOOR PATIO, VOLLEYBALL AREA AND GROUNDS, LOCATED AT 4060 W LOOMIS RD

Forum Restaurant LLC	Forum Restaurant	Sam Diamantopoulos, Agent	4711 S 108th ST

Premise Description:

RESTAURANT10,000 SQUARE FT. ALCOHOL STORED IN MAIN OFFICE WHICH IS LOCKED, LOCATED AT 4711 S 108TH ST

Brick Oven Concepts, LLC	Fox's Pub	Frank Orcholski, Agent	4395 S 76th ST

Premise Description:

RESTAURANT, BAR, OUTSIDE PATIO, KITCHEN, 1ST FLOOR OFFICE/STORAGE ROOMS AND ENTIRE BASEMENT AREA INCLUDING OFFICE/STORAGE ROOMS: LOCATED AT 4395 S 76TH ST

T & M Fox LLC	Friends on Forest Home	Maureen Jane Fox, Agent	5614 W Forest Home AVE

Premise Description:

ALCOHOL IS SERVED IN A 120 CAPACITY TAVERN WITH AN ATTACHED 80 CAPACITY HALL. ALCOHOL IS STORED IN THE BASEMENT, LOCATED AT 5614 W FOREST HOME AVE

Dan-El Corp	Gas Lite West	William Sorensen, Agent	4305 S 84th ST

Premise Description:

FIRST FLOOR, LIQUOR ROOM IN BASEMENT, LIQUOR CABINET BEHIND THE BAR, WALK IN COOLER DOWNSTAIRS, BASEMENT, RECORDS KEPT IN OFFICE, LOCATED AT 4305 S 84TH ST

Calk Enterprises Inc.	Grainger's Pub and Grill	Tamira Calk, Agent	3400 W Loomis RD

Premise Description:

FIRST FLOOR BAR WITH STORAGE IN THE BASEMENT LOCATED AT 3400 W LOOMIS RD

Durgha LLC	Indian Village Restaurant	Apexa Vijay Patel, Agent	7640 W Forest Home AVE

Premise Description:

IN KITCHEN COOLER, BAR AND FRONT OF RESTAURANT, LOCATED AT 7640 W FOREST HOME AVE.

Grand Japanica Inc	Japanica	Yong Bin Wu, Agent	4918 S 74th ST

Premise Description:

DINING AREA, BAR, WALK-IN COOLER, STORAGE CABINET, LOCATED AT 4918 S 74TH ST

MJL LLC	Laveers	Marc J Lovora, Agent	5105 W Coldspring RD

Premise Description:

FIRST FLOOR, BASEMENT IS WHERE LIQUOR IS STORED, OUTSIDE PATIO WITH SEATING, LOCATED AT 5105 W COLD SPRING RD

Longshots Inc	Longshots Sports Bar	Donald Habermehl Jr, Agent	5045 W Loomis RD

Premise Description:

BAR, BACKROOM, BASEMENT LOCATED AT 5045 W LOOMIS RD

Yee Yee Holeon & Holeon	Lychee Garden Restaurant	Frank Yee, Agent	7920 W Layton AVE

Premise Description:

FIRST FLOOR BAR AND RESTAURANT, BASEMENT FOR STORAGE, LOCATED AT 7920 W LAYTON AVE

Meyer's SM Restaurant Inc	Meyer's Restaurant	Francesco Anthony Purpora, Agent	4260 S 76th ST Suite D

Premise Description:

MAIN BAR, PRIVATE HALL BAR, BEER COOLER, LIQUOR CABINETS BY BAR, CAGES BY COLDSPRING ENTRANCE, CLOSET LOCATED AT 4260 S 76TH ST, SUITE D

Rosales Products and Services LLC	Mezcalero Restaurant & Bar	Juanita del Carmen Campos, Agent	6869 W Forest Home AVE

Premise Description:

BAR, PATIO, OFFICE, HALL, DOWNSTAIRS BAR, DINING ROOM LOCATED AT 6869 W FOREST HOME AVE.

4353 LTD Piper Music Palace	Organ Piper Pizza	Derek M. Paikowski, Agent	4353 S 108th ST

Premise Description:

FIRST FLOOR DINING ROOM, BAR AREA, KITCHEN AND STORAGE LOCATED AT 4353 S 108TH ST.

Outback Steakhouse of Florida LLC	Outback Steakhouse	Bradley M Hammen, Agent	8625 W Sura LN

Premise Description:

6,525 SF BUILDING WITH STORAGE FOR ALCOHOL, LOCATED AT 8625 W SURA LN

Red Robin International Inc	Red Robin America's Gourmet Burgers and Brews	Andrew Robert Smith, Agent	7575 Edgerton AVE

Premise Description:

BAR, DINING ROOM, KEG COOLER AND LOCKER LOCATED AT 7575 W EDGERTON AVE

Romeros Restaurant & Bar LLC	Romeros Restaurant & Bar	Romero Carmelo, Agent	4171 S 76th ST

Premise Description:

LIQUOR BOTTLES WILL BE STORED AT THE OFFICE NEXT TO THE KITCHEN, BEER BOTTLES WILL BE STORED AT THE WALK-IN COOLER IN THE BACK OF THE KITCHEN, ALCOHOL WILL BE SERVED BY OUR BARTENDERS AND SERVERS AT OUR BAR AND DINING TABLES, RECORDS WILL BE IN OUR OFFICE LOCATED AT 4171 S 76TH ST.

Romine's High Pockets Inc	Romine's High Pockets	Terry Romine Jr, Agent	6125 S 27th ST

Premise Description:

BRICK BUILDING, 24,000 SQ FT, BEER GARDEN, BILLARD ROOM, COOLER IN BACK, LOCATED AT 6125 S 27TH ST.

Brass Brew Crew Inc	The Brass Tap	Andrew Grossman, Agent	7808 W Layton AVE

Premise Description:

3200 sq ft bar and restaurant located at the corner of a strip mall, 800 sq ft of which is a kitchen. Serving craft beer with 80 beers on tap, craft cocktails and upscale pub food. 800 sq ft patio, used for enjoyment of alcoholic beverages and food.

G&J Partners LLC	The Edge Sports Bar	Gregory Charles Grabowski, Agent	5175 S 27th ST

Premise Description:

FIRST FLOOR BAR, PATIO/BEER GARDEN, BASEMENT BEER COOLERS, STORAGE FOR BEER AND LIQUOR, LOCATED AT 5175 S 27TH ST.

GMRI Inc.	The Olive Garden Italian Restaurant #1226	Jason Mannino, Agent	4760 S 76th ST

Premise Description:

SOLD IN DINING ROOM AND BAR AREA - ONE STORY MASONRY BUILDING WITH BASEMENT AND STUCCO EXTERIOR, LOCATED AT 4760 S 76TH ST.

CLASS A LIQUOR COMBO

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS

Aldi, Inc.(Wisconsin)	Aldi #23	Israel Taylor, Agent	4615 W Layton AVE

Premise Description:

SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4615 W. LAYTON AVE.

Aldi, Inc. (Wisconsin)	Aldi #73	Lindsay Bree, Agent	4225 S 108th ST

Premise Description:

SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM, ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4225 S. 108TH ST.

Jaystores LLC	Coldspring Liquor	Jigar Chaudhari, Agent	6115 W Coldspring RD

Premise Description:

WALK-IN COOLERS AND SHELVES LOCATED AT 6115 W COLDSPRING RD

Skogen's Foodliner, Inc	Festival Foods	Robert Osmond Vought, Agent	4777 S 27th ST

Premise Description:

86,500 sq ft grocery store including designated parking stalls for Click N Go pickup up. Located at 4777 S 27th St.

Lakes Venture LLC	Fresh Thyme Farmers Market #705	Erik Reyesr, Agent	8680 W Sura LN

Premise Description:

28,749 SF ONE-STORY INLINE RETAIL BUILDING LOCATED AT 8680 W SURA LANE

Arora Trading Inc	Jen's Beer & Liquor	Gurmeet Arora, Agent	4312 W Howard AVE

Premise Description:

ALCOHOL BEVERAGES WILL BE SOLD WITHIN THE STORE, IN COOLERS AND ON SHELVES. ALCOHOL WILL BE STORED IN THE STORAGE ROOM LOCATED AT 4312 W HOWARD AVE

Loomis Wine & Liquor LLC	Loomis Wine & Liquor LLC	Ramneek Narwal, Agent	4415 W Loomis RD

Premise Description:

5000 SQ FT BUILDING WITH 1 STORAGE ROOM LOCATED AT 4415 W LOOMIS RD

Meijer Stores Limited Partnership	Meijer Store #292	Jennifer Hill, Agent	5800 W Layton AVE

Premise Description:

1 ROOM, 1 STORY, APPROXIMATELY 150,000 SQ FT. MEIJER PICKUP AVAILABLE IN 4 DESIGNATED PARKING SPACES OUTSIDE OF THE STORE ON THE EAST SIDE OF THE BUILDING DESIGNATED BY THE MEIJER PICKUP SIGNS. APPROXIMATELY 200 FEET WALKWAY FROM THE DOOR TO THE PARKING SPACES, AND APPROXIMATELY 824 SQUARE FEET IN PARKING SPACES AVAILABLE FOR CUSTOMER PICKUP. PRODUCT IS LOCATED IN COOLERS AND ON SHELVES IN THE GROCERY AND FRESH FOODS. OVERSTOCK IS LOCATED ON PALLETS IN RECEIVING AREA. RECORDS AND RECEIPTS ARE LOCATED IN ADMINISTRATIVE OFFICES AT FRONT OF STORE, LOCATED AT 5800 W. LAYTON AVE.

Mega Marts LLC	Metro Market #887	Anthony Ciardo, Agent	4279 S 76th ST

Premise Description:

ONE STORY RETAIL GROCERY AND LIQUOR STORE. EXTERIOR PARKING STALLS DESIGNATED FOR THE MERCHANDISE PICKUP SERVICE. LOCATED AT 4279 S 76TH STREET.

Kamal Food LLC	Pauls Wine & Liquor 2	Kamaljit Kaur Sidhu, Agent	4955 S 27th ST

Premise Description:

COOLER SHELVES, BASEMENT, FLOOR DISPLAY, LOCATED AT 4955 S 27TH STREET.

Rays Butcher Shoppe Inc	Ray's Butcher Shoppe	Scott Podd, Agent	4640 W Loomis Rd

Premise Description:

6000 SQUARE FOOT BUILDING, LIQUOR IS SOLD IN STORE AND STORED IN BACK ROOM, LOCATED AT 4640 W LOOMIS RD

Sendik's Greenfield LLC	Sendik's Food Market	Theodore Balistreri, Agent	7901 W Layton AVE

Premise Description:

SOLD ON SALES FLOOR, STORED IN SECURE AREA AND BROUGHT TO DESIGNATED PARKING STALLS FOR PICKUP, LOCATED AT 7901 W LAYTON AVE

DRY CLEANING/WASHING MACHINE

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Jaystores LLC	Coldspring Laundry	Jigar Umeshkumar Chaudhari, Agent	6121 W Coldspring RD

Premise Description:

OPERATE 28 WASHING MACHINES LOCATED AT 6121 W COLDSPRING ROAD

LBJ Industries LLC	Greenfield Quick Wash Laundromat	Robert Hoelzl, Agent	6835 W Layton AVE

Premise Description:

OPERATE 24 WASHING MACHINES LOCATED AT 6835 W LAYTON AVENUE

Omeed Inc	Ogden Cleaners	Keyhan Sheikholeslami, Agent	7860 W Layton AVE

Premise Description:

OPERATE 2 DRY CLEANING MACHINES AND 3 WASHING MACHINES LOCATED AT 7860 W LAYTON AVENUE

ENTERTAINMENT

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Bluemel's Floral & Garden Center Inc	Bluemel's Floral & Garden Center, Inc.	John Lewandowski, Agent	4930 W Loomis RD

Premise Description:

INDOOR: ACOUSTIC PERFORMANCES IN COFFEE SHOP; OUTDOOR: ACOUSTIC PERFORMANCES ON OUTDOOR PATIO SPACE. LOCATED AT 4930 W LOOMIS RD

City of Greenfield	City of Greenfield Parks & Recreation	Travis Clifford Steuber, person in charge	7325 W Forest Home AVE #200

Premise Description:

INDOOR: N/A; OUTDOOR: CONCERT SERIES, CHILDREN'S ENTERTAINMENT, BEVERAGE SALES, CAR SHOW, RUN/WALK, LOCATED AT 5151 W LAYTON AVE.

GD Classic Inc	Classic Lanes Greenfield	Gina Lynn Daroszewski, Agent	5404 W Layton AVE

Premise Description:

INDOOR: HAVE 16 LANE BOWLING CENTER WITH BAR, SNACK BAR, BILLIARDS, VIDEO GAMES, CD INTERNET JUKEBOX AND OCCASIONALLY A DJ OR LIVE BAND FOR SPECIAL EVENTS, FUNDRAISERS; OUTDOOR: LIVE MUSIC, DJ OR INTERNET MUSIC. LOCATED AT 5404 W LAYTON AVE.

Hwy 100 Bar & Grill Inc	Club Paragon	Jeffrey Willms, Agent	3578 S 108th ST

Premise Description:

INDOOR: ITUNES, APPLE TV, LIVE BANDS, KARAOKE, SATELLITE MUSIC; OUTDOOR: N/A. LOCATED AT 3578 S 108TH ST.

Schneiders Corner Club LLC	Corner Club	Kathleen Ann Schneider, Agent	4309 W Grange AVE

Premise Description:

INDOOR: DART AND/OR POOL LEAGUES, SOFTBALL TEAMS, PATRONS DANCING TO JUKEBOX MUSIC OUTDOOR: N/A. LOCATED AT 4309 W GRANGE AVE.

Mark S Silber	Fin 'N Feather	Mark S Silber, Agent	4060 W Loomis RD

Premise Description:

INDOOR:BANDS, KARAOKE, BIRTHDAY PARTIES, CONFIRMATIONS, CHRISTIAN RITES, PAGAN RITUALS, DARTS, POOL, WEDDINGS, BLOW GUN TOURNY, BRISKS, PING PONG, GYMNASTIC DISPLAYS. OUTDOOR: VOLLEYBALL, DARTS, JARTS, AXE THROWING, BOW AND ARROW, CAR, TRUCK, BOAT & MOTORCYCLE SHOWS, BARMITZVAS, WEDDINGS, BANDS, KARAOKE, PROTESTS LOCATED AT 4060 W LOOMIS RD

Brick Oven Concepts, LLC	Fox's Pub	Frank Orcholski, Agent	4395 S 76th ST

Premise Description:

INDOOR: SPORTS BAR WITH FOOD, LIVE & PIPED ENTERTAINMENT, TVS, DARTS, POOL, PINGPONG & FOOSEBALL TABLES, BASKETBALL GAME, VIDEO GAMES, KARAOKE AND PATRON STYLE DANCING; OUTDOOR: PATIO WITH SEATING, FOOD, DRINKS, TVS, GAMES, KARAOKE, FIRE PIT, LIVE & PIPED ENTERTAINMENT AND PATRON STYLE DANCING, LOCATED AT 4395 S 76TH ST.

T & M Fox LLC	Friends on Forest Home	Maureen Jane Fox, Agent	5614 W Forest Home AVE

Premise Description:

INDOOR: POOL, DARTS, JUKEBOX; OUTDOOR: N/A. LOCATED AT 5614 W FOREST HOME AVE

Dan-El Corp	Gas Lite West	William Sorensen, Agent	4305 S 84th ST

Premise Description:

INDOOR: PATRON STYLE DANCING TO JUKEBOX, OCCASIONAL DJ AND BANDS FOR WEDDING, PARTIES AND SPECIAL EVENTS; OUTDOOR: PRIVATE PARTIES IN BACKYARD. LOCATED AT 4305 S. 84TH ST.

Calk Enterprises Inc.	Grainger's Pub and Grill	Tamira Calk, Agent	3400 W Loomis RD

Premise Description:

INDOOR: JUKE BOX, KARAOKE, LIVE BANDS; OUTDOOR: N/A. LOCATED AT 3400 W LOOMIS RD.

One Headlight Power Sports LLC	House of Harley-Davidson	Jeff Binkert, Agent	6221 W Layton AVE

Premise Description:

INDOOR: LIVE MUSIC EVENTS ASSOCIATED WITH CHARITABLE CAUSES & MOTORCYCLE BUSINESS, AUTOGRAPH SIGNINGS, CELEBRITY APPEARANCES & CUSTOMER APPRECIATION LUNCHES. OUTDOOR: LIVE MUSIC EVENTS ASSOCIATED WITH CHARITABLE CAUSES AND THE MOTORCYCLE BUSINESS, AUTOGRAPH SIGNINGS, CELEBRITY APPEARANCES, AND CUSTOMER APPRECIATION LUNCHES. LOCATED AT 6221 W LAYTON AVE.

MJL LLC	Laveers	Marc J Lovora, Agent	5105 W Coldspring RD

Premise Description:

INDOOR: PATRON STYLE DANCING, POOL LEAGUES, DART LEAGUES, CARD TOURNAMENTS, DJ, KARAOKE, JUKEBOX; OUTDOOR: N/A. LOCATED AT 5105 W COLDSPRING RD

Longshots Inc	Longshots Sports Bar	Donald Habermehl Jr, Agent	5045 W Loomis RD

Premise Description:

INDOOR: DARTS, POOL, PATRON TYPE DANCING, JUKEBOX; OUTDOOR: N/A. LOCATED AT 5045 W LOOMIS RD.

Meyer's SM Restaurant Inc	Meyer's Restaurant	Francesco Anthony Purpora, Agent	4260 S 76th ST Suite D

Premise Description:

INDOOR: BANDS FOR BANQUET HALL WITH PATRON TYPE DANCING AND OCCASSIONAL LIVE ENTERTAINMENT; OUTDOOR: N/A. LOCATED AT 4260 S 76TH ST, SUITE D.

Rosales Products and Services LLC	Mezcalero Restaurant & Bar	Juanita del Carmen Campos, Agent	6869 W Forest Home AVE

Premise Description:

INDOOR: LIVE MUSIC IN BAR, BASEMENT, DINING ROOM; OUTDOOR: RADIO AND LIVE MUSIC ON PATIO. LOCATED AT 6869 W FOREST HOME AVE.

4353 LTD Piper Music Palace	Organ Piper Pizza	Derek M. Paikowski, Agent	4353 S 108th ST

Premise Description:

INDOOR: DIXIE BAND, MUSIC, ORGAN MUSIC; OUTDOOR, N/A. LOCATED AT 4353 S 108TH ST.

Brass Brew Crew Inc	The Brass Tap	Andrew Grossman, Agent	7808 W Layton AVE

Premise Description:

Indoor: juke box, occasional live music. Outdoor: Some outdoor parties, lawn games, live music on 800 sq ft patio. Located at 7808 W. Layton Ave.

G&J Partners LLC	The Edge Sports Bar	Gregory Charles Grabowski, Agent	5175 S 27th ST

Premise Description:

INDOOR: HAVE BANDS, KARAOKE, CUSTOMER DANCING, DJ, OPEN JAMS AND DARTS; OUTDOOR: BEER GARDEN PATIO. LOCATED AT 5175 S 27TH ST.

PAWNBROKER/SECONDHAND

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Big Will's Collectibles and More, LLC	Big Will's Collectibles and More	Andrew Q Tran	6009 W Layton AVE

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 6009 W. LAYTON AVE.

MANAGER/EMPLOYEE IN CHARGE: ANDREW Q TRAN

Half Price Books Records Magazines Inc	Half Price Books	Joseph Gerard Desch, Agent	5032 S 74th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5032 S 74TH ST.

MANAGERS/EMPLOYEES IN CHARGE: JOSEPH DESCH, BRENDAN BEEHLER, CHRISTINA BROWN, SEAN KREMSKI, THOMAS SCHABER, & JENNIFER SCHROEDER.

Kesslers Diamond Center Inc.	Kesslers Diamond Center Inc.	Joe J Gehrke, Agent	5076 S 76th ST

Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY LOCATED AT 5076 S 76TH ST. MANAGERS/PERSONS IN CHARGE: JOSEPH GEHRKE AND KELLY KUSTER.

Keynote Inc	Music Go Round	Kenneth James Siegel, Agent	7425 W Holmes AVE

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 7425 W HOLMES AVE. MANAGERS/PERSONS IN CHARGE: BERT ZWEBER, BRIAN SZYMANSKI, KENNETH SIEGEL, KURTIS WOOD, RYAN GEHRIG, PATRICK GUNDERSON, AND SKOTT MORIARTI.

Cutting Edge Sporting Goods, LLC	Play It Again Sports	Andrew Hundt, Agent	7499 W Layton AVE

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES AT 7499 W LAYTON AVE

RICHARD SCHMITZ AND ANDREW HUNDT - MANAGERS/PERSONS IN CHARGE

Love Jewelry LLC	Robert Haack Diamonds	Eric Racoma, Agent	7530 W Layton AVE

Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY AND SECONDHAND ARTICLES LOCATED AT 7530 W LAYTON AVE. MANAGERS/EMPLOYEES IN CHARGE: BRETT EULBERG, ERIC RACOMA, AND LESLIE BOOTON

RESERVE CLASS B RETAIL- COMBO

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Wisconsin Fine Wines & Spirits, LLC	Total Wine Spirits Beer & More	Julie Rohde, Agent	8700 W Sura LN

Premise Description:

25,000 SF BUILDING PART OF THE 84 SOUTH SHOPPING CENTER. COUNT ROOM: 106 SF; BEER COOLER: 514 SF; FINE WINE COOLER:228 SF; WINE EDUCATION CENTER: 900 SF LOCATED AT 8700 W. SURA LN.

Grand Total Licenses: 80

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Abbey Marie Mierendorf	3629 S 54th ST	Milwaukee, WI 53220
Adam Kazimierz Wylaz	3101 E Layton AVE	Cudahy, WI 53110
Adolfo Valdez-Tinoco	4865 S 69th ST #25	Greenfield, WI 53220
Agya Paul Sidhu	3710 S Cherokee WAY	Greenfield, WI 53221
Aimee Harmeyer	5924 W Wright ST	Milwaukee, WI 53210
Alexandra Grace Lindemann	4138 S 51st ST Apt #16	Greenfield, WI 53220
Alfredo Valdez Blanco	2070 S 13th ST	Milwaukee, WI 53204
Allie Rae Clark	4066 S 56th ST	Greenfield, WI 53220
Alysia LaVerne Moga	5885 Tower RD Apt 1	Greendale, WI 53129
Andrew G Stachelski	3504 Indian Trail	Racine, WI 53402
Angel-Gabriel Melendez	9075 W Sura LN 126	Greenfield, WI 53228
April M Drankiewicz	4957 W Midland DR	Greenfield, WI 53219
Ariel Simone Kranich	1007 N Cass ST # 411	Milwaukee, WI 53202
Ashley Louise Lucas	10508 W Lincoln AVE	Milwaukee, WI 53227
Barbara Jean Lewandowski	3806 W Oklahoma AVE 3	Milwaukee, WI 53215
Benjamin Rosales	3145 S 50th ST	Milwaukee, WI 53219
Brock Anthony Nolinski	5541 W Morgan AVE	Greenfield, WI 53220
Caitlin Marie Bairami	3825 E Underwood AVE	Cudahy, WI 53110
Carolyn Marie Golpe	1731 Park AVE	Racine, WI 53403
Cecilia Bocardo	6305 S 20th ST	Oak Creek, WI 53154
Dana Renee Schilz	10365 W Plum Tree CIR 202	Hales Corners, WI 53130
Dana Sylvia Schwab	1424 Michigan AVE	South Milwaukee, WI 53172
Danielle Kay Millard	N25W 24205 River Park DR 608	Pewaukee, WI 53072
David Alan Schmalzer	930 S 124th ST	West Allis, WI 53214
Debra Lynn Rosales	6785 S 18th ST	Greenfield, WI 53221
Delita Casila Owens	3720 S Rivershire DR #3	Greenfield, WI 53228
Denise Ann Kasulke	8001 S 6th ST Unit 162	Oak Creek, WI 53154
Denise Ann Sedlar	3405 S 50th PL	Greenfield, WI 53219
Dolan Joseph Clark	8173 S 100th ST	Franklin, WI 53132
Douglas Alan Pollen	7717 W Allerton AVE	Greenfield, WI 53220
Edyta Cullen	5797 Rustic LN	Greendale, WI 53129
Emily Jean Herried	307 Harvey ST PO Box 186	Necedah, WI 54646
Frederic Rodger Zirzow	5005 S Greenbrook TER #6206	Greenfield, WI 53220
Georgia Marie Strand	1346 S 56th ST	Milwaukee, WI 53214
Gerald B Musolf	4060 S 41st ST	Greenfield, WI 53221
Gloria Perez	2731 S 49th ST	Milwaukee, WI 53219
Hector Alvarez	8238 W Euclid AVE	West Allis, WI 53219

Hope Maureen Romine	1407 Marshall AVE	South Milwaukee, WI 53172
Hugo Eduardo Fuentes Melendez	9075 W Sura LN 126	Greenfield, WI 53228
Janel Maraline Paulus	16780 W Coffee RD	New Berlin, WI 53151
Jason Michael Rodriguez	3309 S 100th ST #20	Milwaukee, WI 53227
Jennifer Joy Talley	915 State ST	Union Grove, WI 53182
Jennifer Lee Green	818 S 109th ST	West Allis, WI 53214
Jennifer Michelle Munson	1800 Shepard CT 106	Waukesha, WI 53186
Jessica Ann Aschenbrenner	S76 W12898 Cambridge Ct E	Muskego, WI 53150
Jodi Bee Miller	2130 S 81st ST	West Allis, WI 53219
Johana Adilene Ontiveros Ibarra	9075 W SURA LN 126	Greenfield, WI 53228
John Alin Mizener	741 E Brandybrook RD	Wales, WI 53183
Joleen Ann Daline	1102 Dublin DR	Hartford, WI 53027
Jordan Thomas Mathiebe	1424 Michigan AVE	South Milwaukee, WI 53172
Joseph Michael D'Acquisto	3771 S 19th ST	Milwaukee, WI 53221
Josephine Garcia	7508 W Wedgewood DR	Milwaukee, WI 53220
Julie Ann Nelson	6510 Howard AVE #208	Milwaukee, WI 53220
Justin Julian Cancilla	4460 S 47th ST	Greenfield, WI 53220
Kathleen Erin Miller	1437 Main ST	Union Grove, WI 53182
Kathryn Marie Wand	3867 N 81st ST	Milwaukee, WI 53222
Kathryn Rosalie Vermiglio	9420 W Eden PL 115	Greenfield, WI 53228
Kathy Lynne D'Andrea	8600 S Liberty LN #2414	Oak Creek, WI 53154
Katie Marie Engnath	10425 W Plum Tree CIR Apt 204	Hales Corners, WI 53130
Kelly Lynn Martin	4536 W Tripoli AVE	Milwaukee, WI 53220
Kirstyn Marie Wollert	3400 S 20th ST	Milwaukee, WI 53215
Kyle Jacob Geller	8001 S 6th ST Unit 411	Oak Creek, WI 53154
Lea Rochelle Lovora	3101 W Ramsey AVE	Greenfield, WI 53221
Lisa Ann Milasuski	4711 S Supreme CIR #103	Greenfield, WI 53228
Lisa Ann Nowakowski	3867 S 13th ST	Milwaukee, WI 53221
Lonna May Mattice	5100 W Coldspring RD	Greenfield, WI 53220
Lori Ann Jones	5517 S 43rd ST	Greenfield, WI 53220
Maggie Lynn Ewert	2730 W Abbott AVE	Greenfield, WI 53221
Mark Allen Lenz	3412 S 17th ST	Milwaukee, WI 53215
Mark John Skrobis	3703 S 46th PL	Greenfield, WI 53220
Michael John Dandoy	3528 S 26th ST	Milwaukee, WI 53221
Michelle Hug	4566 S 68th ST	Greenfield, WI 53220
Mikayla Catherine Schwab	4460 S 47th ST	Greenfield, WI 53220
Misty Michelle Hanisko	1903 Country DR 204	Grayslake, IL 60030
Monica M Ramirez	633B Edmund ST	Waterford, WI 53185
Morgan Ann Kruger	2240 S 80th ST	West Allis, WI 53219
Natalie Santiago De Jesus	3459 S 110th ST L203	West Allis, WI 53227
Nicholas William Seelig	6707 W Allerton AVE	Greenfield, WI 53220
Nichole Jeanne Chaffee	4055 W Howard AVE	Greenfield, WI 53221
Nichole Rose Covelens	4175 S 51st ST 3	Milwaukee, WI 53220
Nicole Marie Romine	7250 S Ballpark DR	Franklin, WI 53132
Nicole Marie Weber	531 S 74th ST	Milwaukee, WI 53214

Patricia Arredondo	2376 S 76th ST	West Allis, WI 53219
Racquel Sherry Serrano	3220 N 48th ST	Milwaukee, WI 53216
Rhiannon Danielle McHugh	S70W14849 Cornell CIR	Muskego , WI 53150
Ricardo Edward Cavazos	4245 S Ravinia DR Unit 208	Greenfield, WI 53221
Robert Elijah Case	1636 N Wisconsin ST	Racine, WI 53402
Robert Osmond Vought	5566 Serene CT	Greendale, WI 53129
Ronald John Heser	12665 W Beloit RD #210	New Berlin, WI 53151
Samantha L Vandenplas	6611 W Howard AVE Apt #9	Milwaukee, WI 53220
Sarah Elisabeth Erickson	2003 St Clair ST #1	Racine, WI 53402
Sarina Marie Gordon	3826 S 57th ST	Milwaukee, WI 53220
Savanna Riley Carleton	6767 S 50th ST	Franklin, WI 53132
Scott Edward Belongia	1960 S East LN	New Berlin, WI 53146
Sergio Ramos	1745 Grand AVE	Racine, WI 53403
Sunil Kumar Sharma	8624 S Roxbury WAY	Oak Creek, WI 53154
Sydney Rae Carleton	6767 S 50th ST	Franklin, WI 53132
Tara Adrienne Rotella Cavazos	4245 S Ravinia DR Unit 208	Greenfield, WI 53221
Terri Lynn Schroeder	9455 W Coldspring RD	Greenfield, WI 53228
Terry Bay Romine Jr.	1930 E Lilac LN	Oak Creek, WI 53154
Theresa Marie Madrigal	3763 S 23rd ST	Milwaukee, WI 53221
Thomas Dean Fox	3950 S 57th ST	Milwaukee, WI 53220
Thomas Delgado	2121 N Cambridge AVE 309	Milwaukee, WI 53202
Timothy Donald Buse	2917 W Acre AVE	Franklin, WI 53132
Travis Clifford Steuber	6649 S Whitnall Edge RD	Franklin, WI 53132
Troy David Calvert	4251 N 86th ST	Milwaukee, WI 53222

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 2, 2023

RELATING TO:

Approve a permanent underground utility easement across a portion of the Turf Skatepark parcel, to Wisconsin Electric Power Company DBA We Energies.

SUMMARY:

Wisconsin Electric Power Company, DBA We Energies, is requesting a permanent easement to install underground utilities.

The easement is 6-feet wide, near the existing billboard. It is to supply power to the billboard for lights.

The easement will not unreasonably negatively impact use of the area. Everything within the easement will be underground.

FINANCIAL:

RECOMMENDATION:

Approve a permanent underground utility easement across a portion of the Turf Skatepark parcel, to Wisconsin Electric Power Company DBA We Energies.

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

MOTION ___ OTHER ___

Notice to Clerk:

All four please e-sign this page.

The paper original will be signed and notarized later by the Clerk and Mayor, to be recorded by others with the County Register of Deeds.

By: _____
Michael J. Neitzke
Mayor Date _____

By: _____
Jennifer Goergen
City Clerk Date _____

By: _____
Paula Schafer
Finance Director Date _____

By: _____
Chris Geary
City Attorney Date _____
Approved as to form

DISTRIBUTION EASEMENT
UNDERGROUND ELECTRIC

Document Number

WR NO. **4846413** IO NO. **5451**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF GREENFIELD,** hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies,** hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land six (6) feet in width being a part of **Lot 1** of that certain **Certified Survey Map No. 9312**, as recorded in the office of the Register of Deeds for Milwaukee County on April 21st, 2021, as **Document No. 11105431**; also being a part of the **Southwest ¼ of Section 24, Township 6 North, Range 21 East**, City of Greenfield, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

600-9955-008
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, together with all necessary and appurtenant equipment under ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 12 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

CITY OF GREENFIELD

By _____

MICHAEL J. NEITZKE, MAYOR

By _____

JENNIFER GOERGEN, CITY CLERK

Personally came before me in Milwaukee County, Wisconsin on _____, 2023, the above named Michael J. Neitzke, the Mayor, and Jennifer Goergen, the City Clerk, of the CITY OF GREENFIELD, for the municipal corporation, by its authority, and pursuant to Resolution File No. _____ adopted by its _____ on _____, 2023.

_____
Notary Public Signature, State of Wisconsin

_____
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

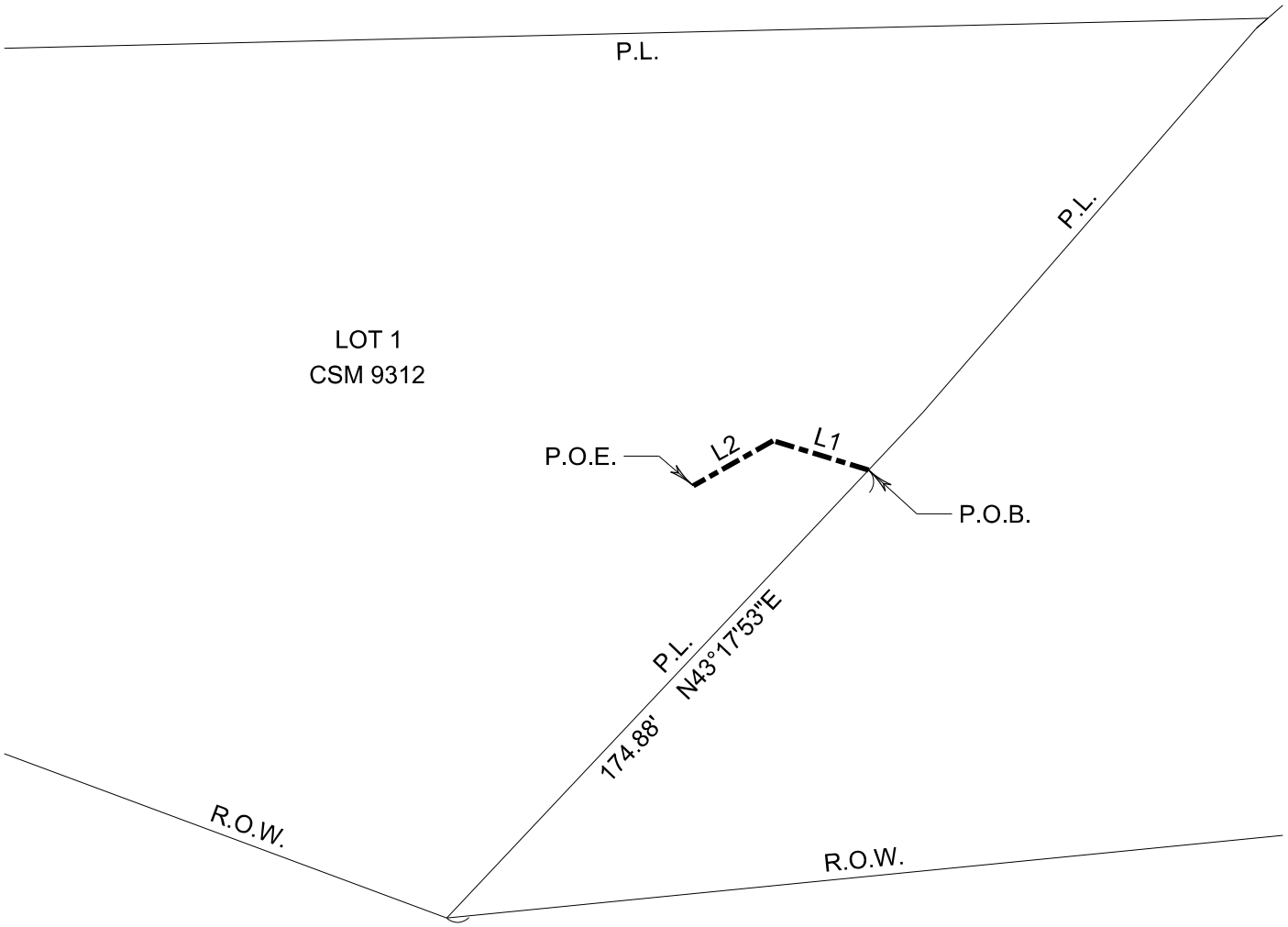
My commission expires _____

This instrument was drafted by Paul Mallas on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

KEY

CENTERLINE OF A 6 FOOT WIDE EASEMENT AREA

LINE	LENGTH	BEARING
L1	28.44'	N72°51'03"W
L2	26.00'	S60°23'18"W



BEARINGS REFERENCED TO
WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE (NAD 27)

kapur all in

7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
Kapurinc.com

EXHIBIT "A"

we energies

PART OF LOT 1, CSM 9312
LOCATED IN THE SW ¼ OF THE SW ¼ OF
SEC. 24, T6N, R21E, CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER:	4846413
DATE:	04/07/2023
DRAWN BY:	CWW
SCALE:	1" = 50'
	PAGE 1 of 1

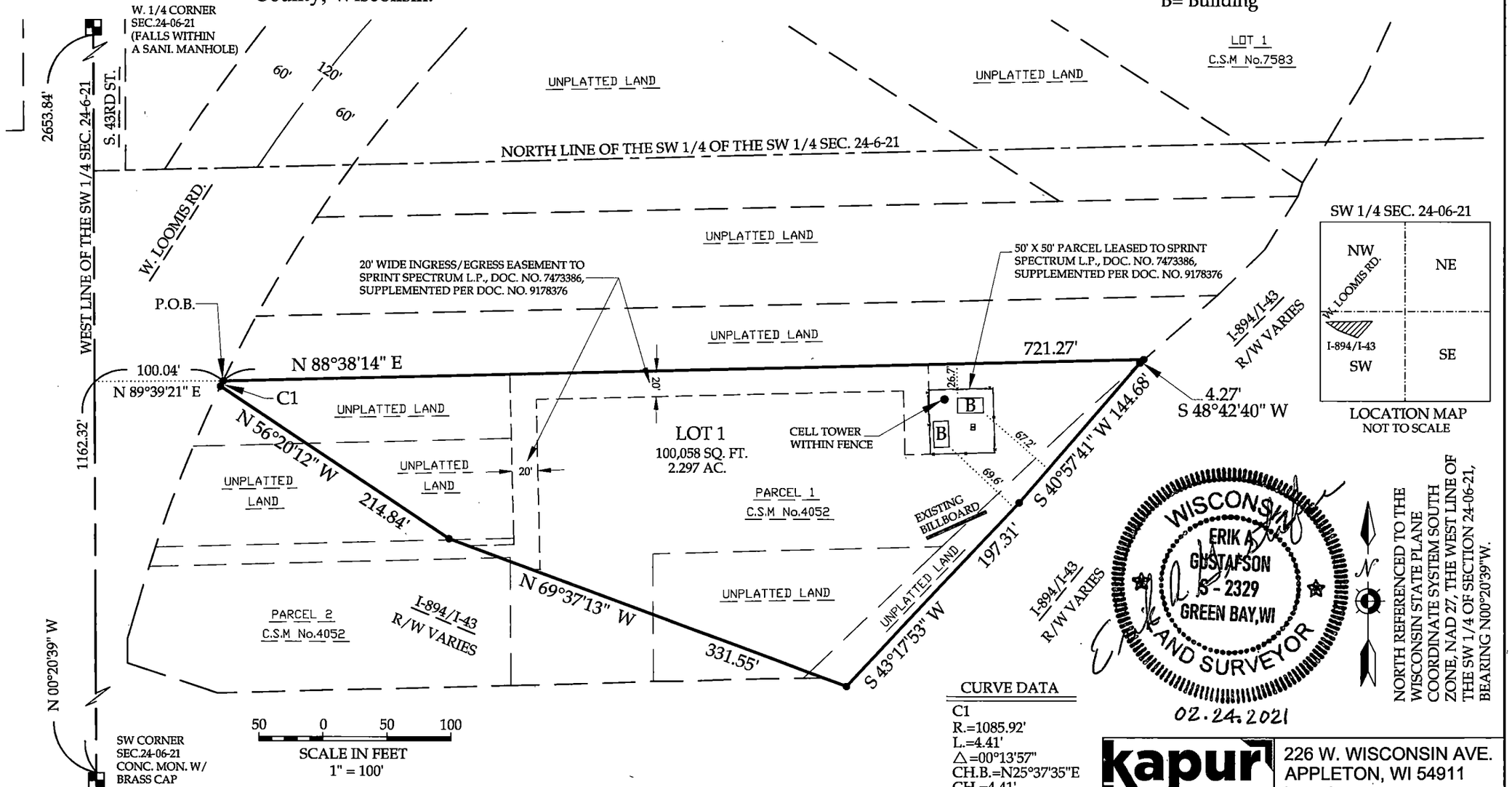
CERTIFIED SURVEY MAP No. 9312

Part of Parcel 1 and Parcel 2, of Certified Survey Map No. 4052, and including unplatted lands located south, east and west of said Parcels 1 and 2, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

LEGEND:

- ○ = 1.32" O.D. Iron Pipe Found
- ● = 1.32" O.D. X 18" long Iron Pipe Set, weighing 1.68 lbs./lineal foot

P.O.B.= Point of Beginning
B= Building



CURVE DATA

C1
R.=1085.92'
L.=4.41'
△=00°13'57"
CH.B.=N25°37'35"E
CH.=4.41'

WISCONSIN
ERIK A. GUSTAFSON
S-2329
GREEN BAY, WI
LAND SURVEYOR
02.24.2021

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE SW 1/4 OF SECTION 24-06-21, BEARING N00°20'39"W.

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

FILENAME: S:\Milw_Co\Greenfield\Gov\200318 – Turf CSM\Survey\DWG\200318_SR.dwg LAST SAVED DATE: 4/1/2021 PLOT DATE/TIME: 4/1/2021 1:57 PM PLOTTED BY: ERIK A. GUSTAFSON, PS

Page 36 of 95
Doc Yr: 2021 Doc# 11105431 Page# 1 of 3

CERTIFIED SURVEY MAP No. 9312

Part of Parcel 1 and Parcel 2, of Certified Survey Map No. 4052, and including unplatted lands located south, east and west of said Parcels 1 and 2, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Erik A. Gustafson, Professional Wisconsin Land Surveyor, do hereby certify that at the direction of the City of Greenfield, I have surveyed, divided and mapped the land shown and described hereon and that the information shown hereon is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Greenfield Subdivision Ordinance, said land being:

A part of Parcels 1 and 2, of Certified Survey Map No. 4052, and including unplatted lands located south, east and west of said Parcels 1 and 2, all being a part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 6 North, Range 21 East, situated in the City of Greenfield, Milwaukee County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 24; thence N 00°20'39" W, along the west line of said SW 1/4, 1162.32 feet; thence N 89°39'21" E, at a right angle, 100.04 feet to the southeasterly right-of-way line of W. Loomis Road and the Point of Beginning; thence N 88°38'14" E, 721.27 feet to the former westerly right-of-way line of I-894; thence S 48°42'40" W, along said westerly line, 4.27 feet; thence S 40°57'41" W, along said westerly line, 144.68 feet; thence S 43°17'53" W, along said westerly line, 197.31 feet to the northerly line of I-894; thence N 69°37'13" W, along said northerly line, 331.55 feet; thence N 56°20'12" W, along said northerly line, 214.84 feet, to said southeasterly right-of-way line of W. Loomis Road, and on a point of a curve; thence Northeasterly, along said southeasterly line, and along the arc of a curve to the right, 4.41 feet, said curve having a radius of 1085.92 feet and a chord bearing N 25°37'35" E, 4.41 feet to the Point of Beginning.

Containing 100,058 square feet / 2.297 acres of land, more or less.

Dated this 24th day of February, 2021.

Erik A. Gustafson

Erik A. Gustafson S-2329

WISCONSIN
ERIK A
GUSTAFSON
S - 2329
GREEN BAY,WI
LAND SURVEYOR

For Recording Use

DOC # 11105431
RECORDED:
04/21/2021 01:34 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

CERTIFIED SURVEY MAP No. 9312

Part of Parcel 1 and Parcel 2, of Certified Survey Map No. 4052, and including unplatted lands located south, east and west of said Parcels 1 and 2, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE:

The City of Greenfield, as owner, does hereby certify that we have caused the land shown and described on this map to be surveyed, divided, and mapped as represented hereon in accordance with Chapter 236.34 of the Wisconsin State Statutes, and the City of Greenfield subdivision ordinances.

IN WITNESS WHEREOF, the hand and seal of said owner on this 8 day of April, 2021

Jennifer J. Goergen, City Clerk Michael J. Neitzke, Mayor

CITY OF GREENFIELD GREAT SEAL OF THE STATE OF WISCONSIN INCORPORATED FEB. 4, 1957

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

PERSONALLY came before me this 8 day of April, 2021, Jennifer J. Goergen, City Clerk, and Michael J. Neitzke, Mayor, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

TRINA KAMINSKI NOTARY PUBLIC STATE OF WISCONSIN

Print Name: Trina Kaminski
Notary Public-State of Wisconsin
My Commission Expires, is Permanent 03-25-2025

CITY OF GREENFIELD COMMON COUNCIL APPROVAL:

APPROVED and ACCEPTED by the Common Council of the City of Greenfield on this 17 day of November, 2020

Jennifer J. Goergen, City Clerk

CITY OF GREENFIELD GREAT SEAL OF THE STATE OF WISCONSIN INCORPORATED FEB. 4, 1957

WISCONSIN ERIK A GUSTAFSON S-2329 GREEN BAY, WI LAND SURVEYOR

02.24.2021

OWNER / SUBDIVIDER:
CITY OF GREENFIELD
7325 W. FOREST HOME AVE.
GREENFIELD, WI 53220
(414) 329.5219

SURVEYOR:
KAPUR
226 W. WISCONSIN AVE.
APPLETON, WI 54911
(920) 931.3204

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: May 2, 2023

RELATING TO:

Approve Reaffirmation of Guaranty as it pertains to the Loomis Crossing development and Cobalt Loomis, LLC.

SUMMARY:

As part of the original Development Agreement for the Loomis Crossing development, between the City of Greenfield and Cobalt Loomis, LLC, the City executed a Limited Guaranty, assisting Cobalt's ability to secure a bank loan. As part of that arrangement, the City has a first mortgage on all of the development land to collateralize the guaranty. Cobalt Loomis, LLC secured a revolving line of credit under the bank loan. The term of the bank loan was to not exceed 24 months. The loan was executed in May 2021.

Cobalt Loomis, LLC is requesting the Common Council to approve the Reaffirmation of Guaranty, allowing for the extension of the bank loan to be continued an additional 24 months, to May 31, 2025.

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

MOTION ___ **OTHER** _**X**__ Reaffirmation of Guaranty

REAFFIRMATION OF GUARANTY

THIS REAFFIRMATION OF GUARANTY ("Agreement") is executed as of April ___, 2023, by The City of Greenfield ("Guarantor").

RECITALS

A. Guarantor executed and delivered to WaterStone Bank SSB ("Bank") a certain Continuing Guaranty (limited) dated May 2021 ("Guaranty"), whereby Guarantor guaranteed certain Obligations (as defined in the Guaranty) of Cobalt Loomis, LLC ("Borrower") to the Bank.

B. Borrower and Bank have entered into that certain Loan Extension Agreement dated April ___, 2023 under which (i) the Maturity Date of Borrower's Obligations has been extended to May 31, 2025 and (ii) the commitment draw period has been extended from June 1, 2023 to May 31, 2025.

C. As a condition to granting its consent to extend the Maturity Date, the Bank has required that Guarantor execute this Reaffirmation of Guaranty.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Guarantor agrees as follows:

1. Guarantor hereby reaffirms its Obligations under the Guaranty.

2. Guarantor acknowledges and agrees that the Guaranty continues in full force and effect and that as of the date hereof it has no defenses, off-sets or counterclaims to or against enforcement of the Guaranty as amended hereby in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the day and year first above written.

The City of Greenfield

By: _____
Name: _____
Title: _____

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 25, 2023

RELATING TO:

Approve granting temporary limited easements to the Wisconsin Department of Transportation and waivers of appraisal.

SUMMARY:

The Wisconsin Department Transportation (WisDOT) is planning to resurface STH-24 (Forest Home Avenue) in 2025.

The project includes spot replacement of sidewalk and curb ramps.

The work requires temporary limited easements for grading on two city owned parcels. Parcel 17 is city hall, and parcel 73 is near city hall. Compensation will be $2,000 and $300 respectively.

If we accept these nominal amounts, we also need to approve the associated waivers of appraisal.

RECOMMENDATION:

Approve granting temporary limited easements to the Wisconsin Department of Transportation and waiver of appraisals.

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

MOTION ___ OTHER ___

Notice:

All four please e-sign this page.

The paper original will be signed later by the Mayor, to be recorded with the County Register of Deeds.

By: _____
Michael J. Neitzke
Mayor Date _____

By: _____
Jennifer Goergen
City Clerk Date _____

By: _____
Paula Schafer
Finance Director Date _____

By: _____
Chris Geary
City Attorney Date _____
Approved as to form

WisDOT Division of Transportation
System Development
Southeast Region
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5888
Email: ser.dtsd@dot.wi.gov

April 6, 2023

CERTIFIED MAIL

TOWN OF GREENFIELD N/K/A CITY OF GREENFIELD
7325 W FOREST HOME AVENUE
GREENFIELD, WI 53220

Reference: Initiation of Negotiations-WS_Pro
Project: ID 2120-18-21, Parcel No. 17
HALES CORNERS-MILWAUKEE
STH - 024, Milwaukee County

Dear TOWN OF GREENFIELD N/K/A CITY OF GREENFIELD:

As you may know, the Wisconsin Department of Transportation (WisDOT) plans a highway safety project in your area. This project will affect your property and I look forward to working with you to discuss our mutual interests.

Please review the following documents:

- Legal description of the land and/or interest(s) needed for the project
- Names of neighboring landowners affected by the project
- Right of Way Plat
- Waiver of Appraisal Form
- Conveyance
- Internal Revenue Form W-9
- "The Rights of Landowners Under Wisconsin Eminent Domain Law" pamphlet
- Statement to Construction Engineer

To determine fair compensation for your interests, the department conducted a market study of recent comparable sales in the area. These values and associated interests are noted on the enclosed Waiver of Appraisal form. In non-complex acquisitions, such as this one, a formal appraisal is not required.

If you agree with the terms shown on the Waiver of Appraisal form, please sign the following documents and return them in the enclosed envelope for final review and approval by the department.

1. **Waiver of Appraisal**. This form needs to be signed and dated by all owners. This verifies that you have waived your right to a formal appraisal and agree to accept settlement in the amount stated on the form.
2. **Internal Revenue Service Form W-9**. This form is required by the IRS for any sale of real estate valued at $600 or more. If more than one owner, unless husband and wife at the time of the conveyance, each should submit a W-9. If husband and wife, please circle the name of the spouse whose social security number is provided. If exempt, the seller must provide an exemption form. Failure to complete a W-9, or to provide false information, risks a fine by the IRS.

Please note both your signature and that of the Wisconsin Department of Transportation are needed for an enforceable contract to purchase property. After the department reviews and signs the document, a fully executed (signed) copy of the agreement will be sent to you, and I will contact you to arrange for payment and

closing.

If you do not agree with the terms of the enclosed Waiver of Appraisal form, or if I have not heard back from you by , I will contact you to discuss the next steps in the acquisition process.

The department wants you to be satisfied that your property and your rights have been fully considered and your questions answered. I am happy to provide any additional information requested, if available, or to discuss any concerns you may have. Please contact me at 262-548-8790.

Thank you for your cooperation in keeping Wisconsin roadways safe.

Sincerely,

James Cox
Real Estate Specialist

Enclosures

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s)	Area and interest required
Town of Greenfield n/k/a City of Greenfield	1,368.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value ($)
Temporary Limited Easement (TLE)		1,368.00	Sq Ft	$1.41	$1,926.10

Total Allocation	$1,926.10
Rounded To	$2,000.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by Wisconsin Department of Transportation.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by Wisconsin Department of Transportation agents or representatives.

X
Owner Signature Date
Town of Greenfield n/k/a City of Greenfield

X
Owner Signature Date

Approved for Wisconsin Department of Transportation

For Office Use Only

X
Wisconsin Department of Transportation Signature
Date

QJ102020200

This instrument was drafted by
Wisconsin Department of Transportation

Project ID
2120-18-21

Parcel No
17

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **Town of Greenfield n/k/a City of Greenfield** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Two Thousand and 00/100 Dollars** (**$2,000.00**) for the purpose of **(TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given:**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
604-9998-00

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

X

Signature Date

Town of Greenfield n/k/a City of Greenfield
Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ____ Physically in my presence. **OR** ____ In my presence involving the use of communication technology.

Signature, Notary Public, State of

Print or Type Name, Notary Public, State of

Date Commission Expires

QJ102021	Project ID 2120-18-21	This instrument was drafted by Wisconsin Department of Transportation	Parcel No. 17

LEGAL DESCRIPTION

Temporary Limited Easement (TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given:

A parcel of land located in Parcel 1 of Certified Survey Map No. 4432, recorded as Document No. 5698934 Reel 1619 Image 351 in the Milwaukee County Register of Deeds, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more fully described as follows:

Beginning at the Northwesterly corner of Parcel 1 of Certified Survey Map 4432; thence North 89°26'41" East along the South line of West Cold Spring Road a distance of 20.00 feet to a point; thence South 00°33'19" East 5.00 feet to a point; thence South 89°26'41" West 16.63 feet to a point; thence South 49°31'26" West 52.38 feet to a point; thence North 40°28'34" West 6.00 feet to a point on the Southeasterly line of STH 24; thence North 49°31'26" East along said Southeasterly line 53.00 feet to the point of beginning.

This portion containing **408 square feet**, more or less.

Excepting therefrom the existing storm structures lying within the above-described area.

Also, a **Temporary Limited Easement** (TLE) is a right for grading and driveway construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

A parcel of land located in Parcel 1 of Certified Survey Map No. 4432, recorded as Document No. 5698934 Reel 1619 Image 351 in the Milwaukee County Register of Deeds, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northwesterly corner of Parcel 1 of Certified Survey Map 4432; thence South 49°31'26" West along the Southeasterly line of STH 24 a distance of 95.68 feet to the point of beginning of lands to be described; thence South 40°28'34" East 8.00 feet to a point; thence South 49°31'26" West 120.00 feet to a point; thence North 40°28'34" West 8.00 feet to a point on the Southeasterly line of STH 24; thence North 49°31'26" East along said Southeasterly line 120.00 feet to the point of beginning.

This portion containing **960 square feet**, more or less.

Excepting therefrom the existing storm structures and the existing stop sign lying within the above-described area.

This parcel containing **1368 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

PURPOSE FOR ALL TLES IS FOR GRADING, UNLESS OTHERWISE NOTED.

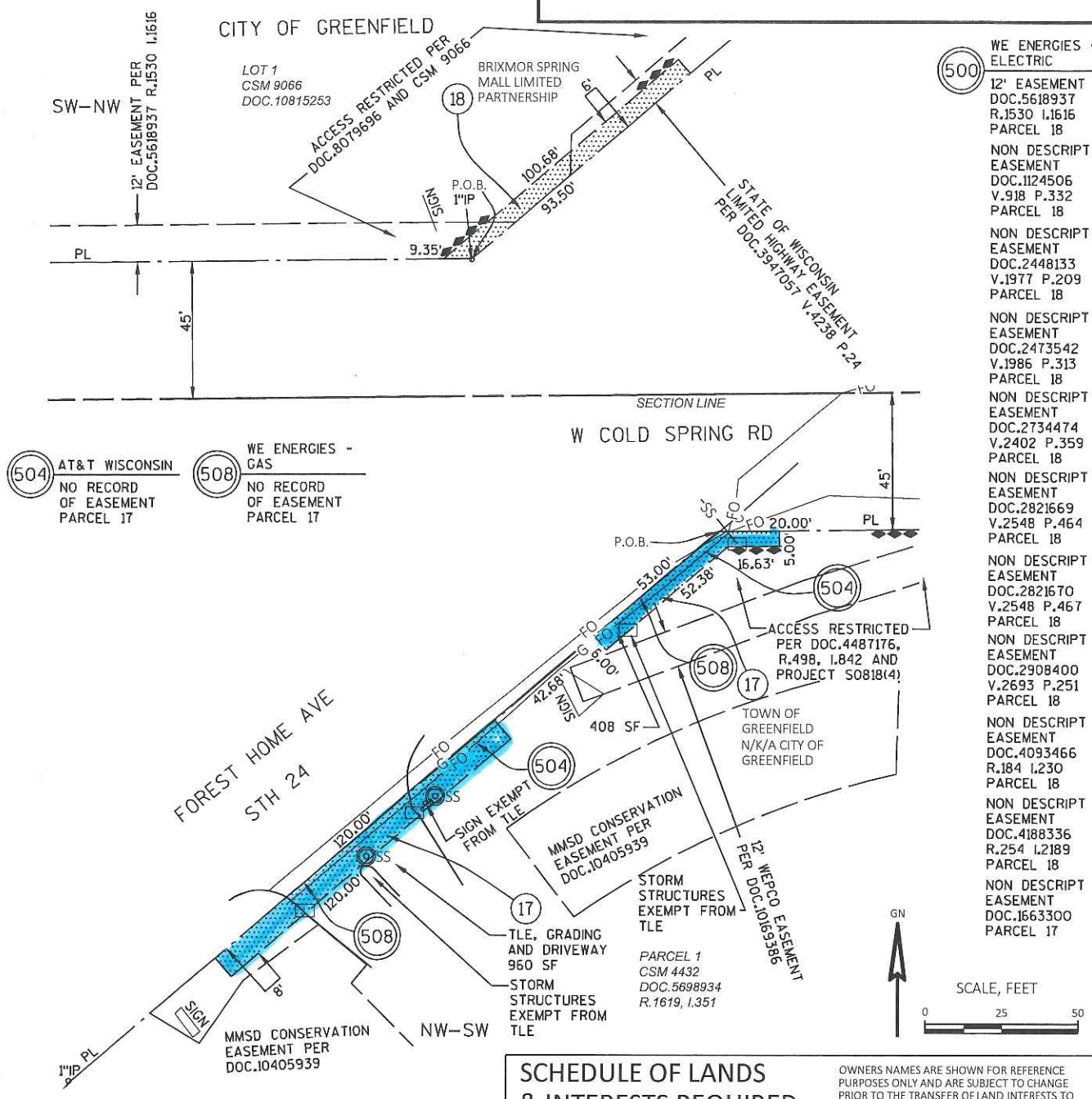
(xx.xx') INDICATED RECORDED DIMENSION.

R/W PROJECT NUMBER: 2120-18-21	SHEET NO. 4.10

TLE ACQUISITION EXHIBIT
CITY OF GREENFIELD, WEST FOREST HOME AVENUE
STH 100 TO SOUTH 45TH STREET
STH 24 MILWAUKEE COUNTY

PART OF THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 22, T6N, R21E, CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.

4



500 WE ENERGIES - ELECTRIC
12' EASEMENT DOC.5618937 R.1530 I.1616 PARCEL 18
NON DESCRIPT EASEMENT DOC.1124506 V.918 P.332 PARCEL 18
NON DESCRIPT EASEMENT DOC.2448133 V.1977 P.209 PARCEL 18
NON DESCRIPT EASEMENT DOC.2473542 V.1986 P.313 PARCEL 18
NON DESCRIPT EASEMENT DOC.2734474 V.2402 P.359 PARCEL 18
NON DESCRIPT EASEMENT DOC.2821669 V.2548 P.464 PARCEL 18
NON DESCRIPT EASEMENT DOC.2821670 V.2548 P.467 PARCEL 18
NON DESCRIPT EASEMENT DOC.2908400 V.2693 P.251 PARCEL 18
NON DESCRIPT EASEMENT DOC.4093466 R.184 I.230 PARCEL 18
NON DESCRIPT EASEMENT DOC.4188336 R.254 I.2189 PARCEL 18
NON DESCRIPT EASEMENT DOC.1663300 PARCEL 17

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
STH 24	PROJECT T0818 (06)	120'	1958
STH 24	PROJECT S0818 (4)	120'	1958
W COLDSPRING RD	PROJECT T0818 (06)	66'	1958
W COLDSPRING RD	PROJECT S0818 (4)	66'	1958
W COLDSPRING RD	CSM 4432	45'	1984
W COLDSPRING RD	CSM 9066	45'	2018

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
17	TOWN OF GREENFIELD N/K/A CITY OF GREENFIELD	TLE	1,368
18	BRIXMOR SPRING MALL LIMITED PARTNERSHIP	TLE	583

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
500	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS
504	AT&T WISCONSIN	RELEASE OF RIGHTS
508	WE ENERGIES - GAS	RELEASE OF RIGHTS

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION
SOUTHEAST REGION - WAUKESHA

SIGNATURE: Robert L Duffeck DATE: 10/11/22

PRINT NAME: Robert L. Duffeck

FILE NAME : TLE EXHIBITS 4.10 & 4.11.DWG PLOT DATE : 9/22/2022 8:00 AM R/W PROJECT: 2120-18-21-10

WisDOT Division of Transportation
System Development
Southeast Region
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5888
Email: ser.dtsd@dot.wi.gov

April 5, 2023

CERTIFIED MAIL

THE CITY OF GREENFIELD
7325 W FOREST HOME AVE.
GREENFIELD, WI 53220

Reference: Initiation of Negotiations-WS_Pro
Project: ID 2120-18-22, Parcel No. 73
HALES CORNERS-MILWAUKEE
STH - 024, Milwaukee County

Dear THE CITY OF GREENFIELD:

As you may know, the Wisconsin Department of Transportation (WisDOT) plans a highway safety project in your area. This project will affect your property and I look forward to working with you to discuss our mutual interests.

Please review the following documents:

- Legal description of the land and/or interest(s) needed for the project
- Names of neighboring landowners affected by the project
- Right of Way Plat
- Waiver of Appraisal Form
- Conveyance
- Internal Revenue Form W-9
- "The Rights of Landowners Under Wisconsin Eminent Domain Law" pamphlet
- Statement to Construction Engineer

To determine fair compensation for your interests, the department conducted a market study of recent comparable sales in the area. These values and associated interests are noted on the enclosed Waiver of Appraisal form. In non-complex acquisitions, such as this one, a formal appraisal is not required.

If you agree with the terms shown on the Waiver of Appraisal form, please sign the following documents and return them in the enclosed envelope for final review and approval by the department.

1. **Waiver of Appraisal**. This form needs to be signed and dated by all owners. This verifies that you have waived your right to a formal appraisal and agree to accept settlement in the amount stated on the form.
2. **Internal Revenue Service Form W-9**. This form is required by the IRS for any sale of real estate valued at $600 or more. If more than one owner, unless husband and wife at the time of the conveyance, each should submit a W-9. If husband and wife, please circle the name of the spouse whose social security number is provided. If exempt, the seller must provide an exemption form. Failure to complete a W-9, or to provide false information, risks a fine by the IRS.

Please note both your signature and that of the Wisconsin Department of Transportation are needed for an enforceable contract to purchase property. After the department reviews and signs the document, a fully executed (signed) copy of the agreement will be sent to you, and I will contact you to arrange for payment and

closing.

If you do not agree with the terms of the enclosed Waiver of Appraisal form, or if I have not heard back from you by , I will contact you to discuss the next steps in the acquisition process.

The department wants you to be satisfied that your property and your rights have been fully considered and your questions answered. I am happy to provide any additional information requested, if available, or to discuss any concerns you may have. Please contact me at 262-548-8790.

Thank you for your cooperation in keeping Wisconsin roadways safe.

Sincerely,

James Cox
Real Estate Specialist

Enclosures

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s)	Area and interest required
The City of Greenfield	150.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value ($)
Temporary Limited Easement (TLE)		150.00	Sq Ft	$1.69	$252.88

Total Allocation	$252.88
Rounded To	$300.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by Wisconsin Department of Transportation.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by Wisconsin Department of Transportation agents or representatives.

X
Owner Signature Date
The City of Greenfield

X
Owner Signature Date

Approved for Wisconsin Department of Transportation

For Office Use Only

X
Wisconsin Department of Transportation Signature
Date

QJ102005 3

This instrument was drafted by
Wisconsin Department of Transportation

Project ID
2120-18-22

Parcel No
73

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **The City of Greenfield** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Three Hundred and 00/100 Dollars** (**$300.00**) for the purpose of **(TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
571-8973-001

X _____
Signature Date

The City of Greenfield
Print Name

_____
Signature Date

_____
Print Name

_____
Signature Date

_____
Print Name

_____
Signature Date

_____
Print Name

_____
Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ____ Physically in my presence. **OR** ____ In my presence involving the use of communication technology.

_____
Signature, Notary Public, State of

_____
Print or Type Name, Notary Public, State of

_____

Date Commission Expires

QJ102055	Project ID 2120-18-22	This instrument was drafted by Wisconsin Department of Transportation	Parcel No. 73

LEGAL DESCRIPTION

Temporary Limited Easement (TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said Northwest 1/4 Section; thence North 89°26'41" East along the South line of said Northwest 1/4 Section a distance of 1203.16 feet to a point; thence North 00°33'19" West 77.14 feet to a point on the Southeasterly line of STH 24; thence North 49°32'42" East along said Southeasterly line 29.39 feet to the point of beginning of lands to be described; thence continuing North 49°32'42" East along said Southeasterly line 30.00 feet to a point; thence South 40°27'18" East 5.00 feet to a point; thence South 49°32'42" West 30.00 feet to a point; thence North 40°27'18" West 5.00 feet to the point of beginning.

Containing **150 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

PURPOSE FOR ALL TLES IS FOR GRADING, UNLESS OTHERWISE NOTED.

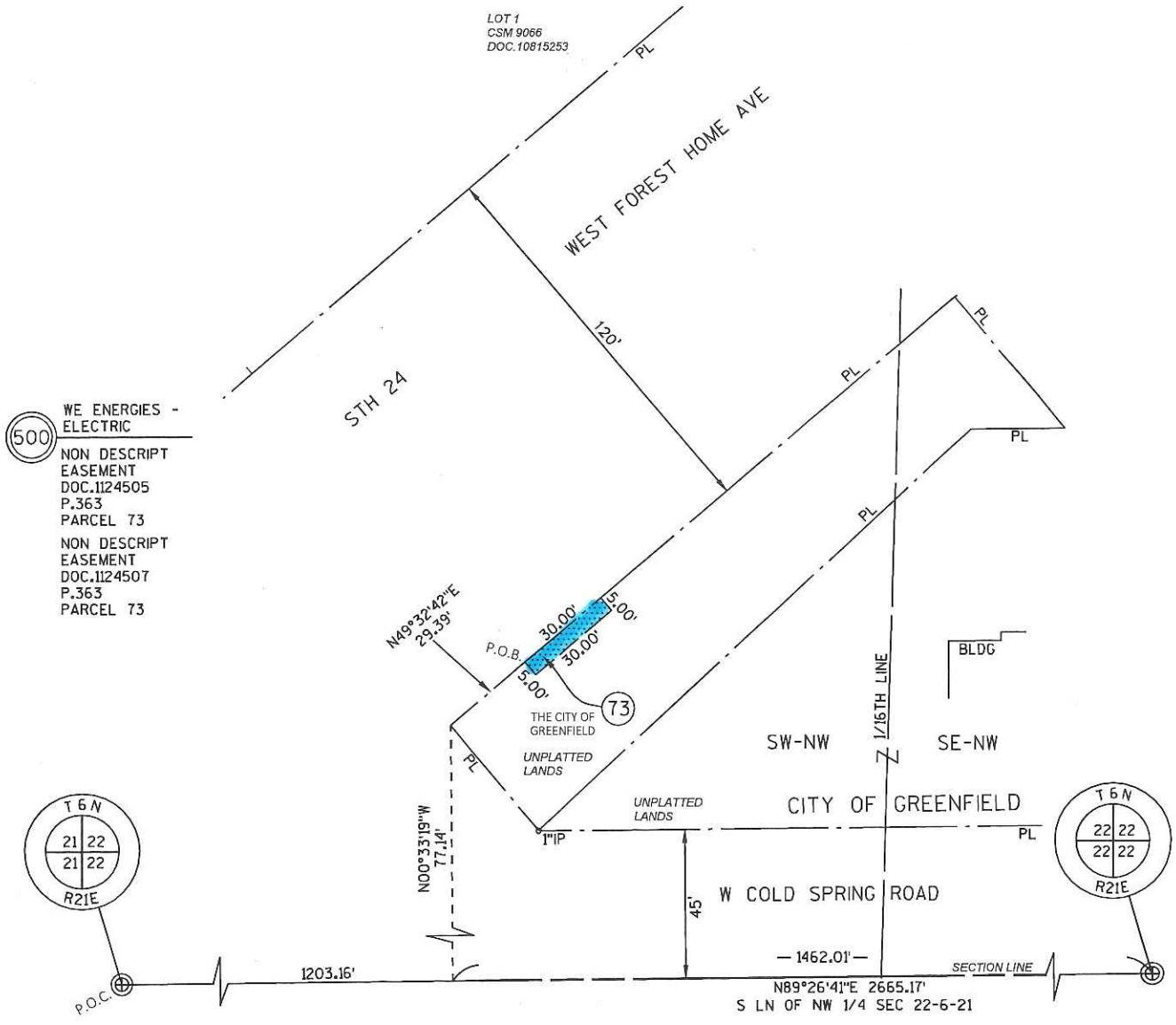
HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
STH 24	PROJECT 1081B (06)	120'	1958
STH 24	DOC.8029049, R.5019, I.884	VARIES	2000

R/W PROJECT NUMBER: 2120-18-22	SHEET NO. 4.34

TLE ACQUISITION EXHIBIT
CITY OF GREENFIELD, WEST FOREST HOME AVENUE
STH 100 TO SOUTH 45TH STREET
STH 24 MILWAUKEE COUNTY

PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 22, T6N, R21E, CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.

4



GN

SCALE, FEET
0 25 50

REVISED 03/15/2023

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION SOUTHEAST REGION - WAUKESHA

SIGNATURE: Robert L Duffeck DATE: 10/24/22

PRINT NAME: Robert L. Duffeck

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
73	THE CITY OF GREENFIELD	TLE	150

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
500	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS

FILE NAME : TLE EXHIBITS 4.34 AND 4.35.DWG PLOT DATE : 3/15/2023 3:10 PM R/W PROJECT: 2120-18-22 -34

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 25, 2023

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Powerline Trail Phase 3.

SUMMARY:

This Wisconsin DOT grant will fund 80% of $1,247,610 for the design and construction of the Powerline Trail Phase 3.

The project will extend the Powerline Trail in the WE Energies corridor south of Layton Avenue, from the Root River Parkway west to Edgerton Avenue. The project includes a bridge across the Root River and a connection to the Brookside Meadow Park Playground.

Greenfields share of the grant match will be included in future capital improvement budgets.

	SUMMARY OF COSTS				
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-08-00					
Design	$163,800	$131,040	80%*	$32,760	20%*
Design Review #	$15,000	$12,000	80%*	$3,000	20%*
ID 2980-08-70					
Participating Construction	$1,053,810	$843,048	80%*	$210,762	20%*
Participating Construction Review #	$15,000	$12,000	80%*	$3,000	20%*
Non-Participating Construction			0%	$0	100%
Total Est. Cost Distribution	$1,247,610	$998,088	MAX	$249,522	N/A

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

MOTION ___ OTHER ___

Note to Clerk:

After approval by the Common Council, the Wisconsin Department of Transportation will circulate this agreement utilizing DocuSign.

STATE/MUNICIPAL AGREEMENT FOR CONGESTION MITIGATION & AIR QUALITY PROJECTS Subprogram #: 211 Program Name: CMAQ	Date: April 19, 2023 I.D.: 2980-08-00/70 WisDOT UEI#: CBE4JHP1S8H7 Project Sponsor UEI #: TBD Project Title: POWERLINE TRAIL PHASE 3 Location/Limit: W EDGERTON AVE TO OLT & S MEADOW DR Project Length (if applicable): 0.71 miles Project Sponsor: City of Greenfield County: Milwaukee MPO Area (if applicable): SEWRPC

The signatory, the **City of Greenfield**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U.S.C. 149.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Powerline Trail Phase 3 is an extension of the major E-W Powerline Trail multimodal corridor that will add significant opportunity for bicyclists and pedestrians to connect throughout the SE Region

Proposed Improvement - Nature of work: The proposed trail begins at W. Edgerton Avenue, heading northeast in a WE Energies utility corridor, crossing the Root River to S. Root River Parkway. The trail then turns northwest, running parallel to S. Root River Parkway until it connects with an off-road portion of the Oak Leaf Trail. The total distance of this portion of the trail is 0.71 miles which includes a side connection to S. Meadow Drive and a neighborhood playground.

The Project Sponsor agrees to the following State Fiscal Year 2023-2026 CMAQ project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of $998,088 for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the $998,088 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor.

Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

Project Award date: 1/31/2023

This project is currently scheduled in State Fiscal Year 2026. Sunset date: June 30, 2031.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-08-00					
Design	$163,800	$131,040	80%*	$32,760	20%*
Design Review #	$15,000	$12,000	80%*	$3,000	20%*
ID 2980-08-70					
Participating Construction	$1,053,810	$843,048	80%*	$210,762	20%*
Participating Construction Review #	$15,000	$12,000	80%*	$3,000	20%*
Non-Participating Construction			0%	$0	100%
Total Est. Cost Distribution	$1,247,610	$998,088	MAX	$249,522	N/A

*This project has a CMAQ federal funding maximum of $998,088. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Greenfield: (please sign in blue ink)		
Chris Geary	City Attorney	
Name	Title	Date
Signed for and in behalf of City of Greenfield: (please sign in blue ink)		
Paula Schafer	Finance Director	
Name	Title	Date
Signed for and in behalf of City of Greenfield: (please sign in blue ink)		
Jennifer Goergen	City Clerk	
Name	Title	Date
Signed for and in behalf of City of Greenfield: (please sign in blue ink)		
Michael Neitzke	Mayor	
Name	Title	Date
Signed for and in behalf of the **State** (please sign in blue ink)		
Tony Barth	SE REGION PLANNING CHIEF	
Name	***Title***	***Date***

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

c. All applicable DBE requirements that the State specifies.

d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.

b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.

c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Congestion Mitigation and Air Quality Improvement Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

b. Storm sewer mains necessary for the surface water drainage.

c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are <u>not</u> eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering.

i. State Review Services.

6. Project items purchased with federal funding are for the primary use of the CMAQ project.

7. State Disbursements:

a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

    a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

    b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

    c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

    f. All work related to underground storage tanks and contaminated soils.

    g. Real estate for the improvement.

    h. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.

12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.

20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

23. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).

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

25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

26. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.

b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

e. Provide relocation orders and real estate plats and easements, as required by the project.

f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

27. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such “Manual on Uniform Traffic Control Devices” as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of

patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;

d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have

voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

31. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

32. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

33. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

36. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

    Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 CMAQ project funding conditions:

    a. ID 2980-08-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

    b. ID 2980-08-70: Construction:

        i. Costs for Powerline Trail Phase 3 and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.

ii. non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.

c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement**,** whichever is less**.** The project federal funding maximum of **$998,088** is cumulative for all federal funded project phases.

[End of Document]

Committee: Finance Committee Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: April 26, 2023

RELATING TO:

Discussion and decision to revise job description and change from hourly to salary pay classification for Planner in the Department of Neighborhood Services.

SUMMARY:

The fulltime Planner position, created in 2018, has recently become vacant. When created, it was posted as an hourly position. Staff has modified the job description to include additional responsibilities, attending the monthly/nightly Zoning Board of Appeals meeting, and filling in, in the absence of the Community Development Manager as needed, for monthly/nightly Plan Commission and Common Council meetings. This additional responsibility justifies for the change from an hourly position to a salary position. The pay is not changing, the new salary range is simply a conversion of the hourly pay to salary. Below is the chart of the proposed salary range.

The Community Development Division would like to post this position as soon as possible.

Start	Year 1	Year 2	Year 3	Year 4
65,395	67,684	70,053	72,505	75,043

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

MOTION ___ OTHER _X__ (job description)

PLANNER

Classification
Non-Exempt

Department/Division
Department of Neighborhood Services/Community Development Division

Reports to
Community Development Manager

Summary/Objective
This position is involved in work associated with urban planning, land use planning, zoning/signage code enforcement, and the coordination of the permitting/building, electrical and plumbing plan review process. This position is highly independent and collaborates, responds to/serves many people, including citizens, managers, department heads, appointed officials, and elected representatives, with little daily supervision.

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

- Coordination of the review and analysis of site, landscaping and architectural design, zoning codes, sign codes, building codes, land division, comprehensive land use plans, transportation plans, storm water management, regional land use, housing reports, sewer/water service and other considerations for residential, commercial, and industrial uses.
- Inspects and enforces Plan Commission (PC), Common Council (CC) and Zoning Board of Appeals (ZBOA) site, landscaping, screening, architectural and signage conditions of approval.
- Attends monthly ZBOA meetings (fourth Thursday of the month, 6:00 pm), and PC and CC nightly monthly meetings in the absence of the Community Development Manager, as needed.
- Establishes/assembles agreement documents between developers and the City for various Planning projects.
- Inspects for “non-permitted” uses for violations of City Codes and Ordinances.
- Administration and coordination of the permitting/plan review process with outside agencies.
- Administration and coordination of zoning policies, including interpreting and enforcing the Greenfield Municipal Code in cooperation with the Community Development Manager, the City Attorney, and when necessary, the City’s Code Enforcement Officer.

- Processes business occupancy permit applications, including zoning verification.
- Promotes economic development within the city.
- Assists with the implementation of special projects focused on community and neighborhood revitalization as assigned, including Tax Incremental Financing Plans, 27th Street Business Association long-range Plans, Redevelopment Plans, Neighborhood Planning, and other long-term/larger-scaled plans.
- Provides staff support for the PC, CC, ZBOA, Community Development Authority (CDA), and Joint Review Board (JRB), including processing applications, agendas, resolutions, ordinances, staff reports, and multimedia public presentations.
- Assists in the preparation of updates to the City's Comprehensive Plan, Zoning Ordinance and Sign Ordinance.
- Coordinates building, electrical and plumbing permitting and plan review.
- Interacts with citizens, the business/development community, and elected/appointed officials in relation to land use.
- Operates GIS systems.
- Administers the department web pages and department filing system of property files.

Competencies

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

Language and Reasoning Abilities

- Ability to read, analyze and interpret professional and technical journals, financial reports, and legal documents.
- Ability to comprehend State Statutes and City Ordinances.
- Ability to respond to common inquiries or complaint from citizens, regulatory agencies, or members of the business community.
- Ability to effectively present information to management, public groups, and elected officials.
- Must have strong interpersonal communications skills.
- Ability to read, analyze, and interpret general instructions and technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Spanish or a second language is desired.

Knowledge, Skills and Abilities

- Considerable knowledge of the principles, practices, techniques, and objectives of urban planning.
- Ability to define problems, collect data, establish facts, and draw valid conclusions; good knowledge of City codes and ordinances.
- Knowledge of local, state and federal laws pertaining to community planning, comprehensive land use planning, industrial and commercial development, community conservation, and environmental analysis and code enforcement.
- Some skill in inspecting the work of subordinate employees (inspectors and intern positions).
- Ability to use ArcGIS, Dropbox, and social media sites.
- Ability to keep accurate records.
- Ability to prepare clear and concise written and oral reports.
- Ability to read and understand maps and plans.
- Ability to communicate effectively in a helpful and professional manner, both verbally and in writing.
- Ability to establish and maintain effective working relationships with other employees, elected and appointed officials, developers, architects, contractors, property owners, and the public.

Position Type and Expected Hours of Work

This is a full-time position. A Planner must be accessible by phone and/or available to work extended hours and/or report to the worksite outside of regular office hours as needed, including, but not limited to, nights, weekends, holidays, etc. to support the City's programs and services.

Travel

This position requires minimal travel. Site visits will be part of the daily routine; a City-owned vehicle will be provided as needed. Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

Required Education/Training and Experience

Bachelor's Degree in Urban or Regional Planning or related field, such as political science, public administration, urban geography, urban sociology, or urban studies; or equivalent number of years recent work experience and education in architectural review, plan review, site/landscaping design and code enforcement is required.

Preferred Education/Training and Experience

Master's Degree in Urban Planning with recent work experience in architectural review, plan review, site/landscaping design and code enforcement desirable is preferred.

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

Other Qualifications

Possession and maintenance of a valid Wisconsin driver's license. This position requires emotional intelligence, work ethic, accountability, and initiative to effectively perform the duties.

Physical Demands

Possess the physical ability to perform the duties of the position including, but not limited to, occasional lifting/carrying up to 40 lbs.; occasional sitting, frequent standing, walking, and climbing; the ability to occasionally bend, kneel, climb, twist, stoop, crawl, squat, reach, push, pull, etc.; ability to continuously focus for long periods of time on projects; occasional entering and exiting of a personal or City-owned vehicle; and occasional driving in variable and unfavorable weather conditions.

Ability to withstand exposure to variable and unfavorable weather conditions; ability to walk on uneven surfaces; ability to perform inspections which may include exposure to odors, noise, vibrations, vehicular traffic, dust. The employee is required to react appropriately when hazards are identified.

Work Environment

This employee will spend approximately 90 – 95% of their time in an office environment and the balance of their time in the field. Field work/inspections are performed in all Wisconsin weather conditions. The employee is required to attend meetings outside of regular office hours including but not limited to: Common Council (and occasionally its committees like Finance or Legislative), Plan Commission, Zoning Board of Appeals, Community Development Authority, BID Board, Neighborhood Information Meetings, etc. The noise level in the work environment is usually moderate.

Equipment Used

Computer and appropriate software, scanner/copy machine, calculator, City-owned vehicle, telephone, digital camera, and mobile phone.

Pre-Employment Requirements

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

Salary and Benefits

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

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

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

PLANNER

Classification
Non-Exempt

Department/Division
Department of Neighborhood Services/Community Development Division

Reports to
Community Development Manager

Summary/Objective
This position is involved in work associated with urban planning, land use planning, zoning/signage code enforcement, and the coordination of the permitting/building, electrical and plumbing plan review process. This position is highly independent and collaborates, responds to/serves many people, including citizens, managers, department heads, appointed officials, and elected representatives, with little daily supervision.

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

- Coordination of the review and analysis of site, landscaping and architectural design, zoning codes, sign codes, building codes, land division, comprehensive land use plans, transportation plans, storm water management, regional land use, housing reports, sewer/water service and other considerations for residential, commercial, and industrial uses.
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- Assists with the implementation of special projects focused on community and neighborhood revitalization as assigned, including Tax Incremental Financing Plans, 27th Street Business Association long-range Plans, Redevelopment Plans, Neighborhood Planning, and other long-term/larger-scaled plans.
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- Administers the department web pages and department filing system of property files.

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- Presentation Skills
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- Some skill in inspecting the work of subordinate employees (inspectors and intern positions).
- Ability to use ArcGIS, Dropbox, and social media sites.
- Ability to keep accurate records.
- Ability to prepare clear and concise written and oral reports.
- Ability to read and understand maps and plans.
- Ability to communicate effectively in a helpful and professional manner, both verbally and in writing.
- Ability to establish and maintain effective working relationships with other employees, elected and appointed officials, developers, architects, contractors, property owners, and the public.

Position Type and Expected Hours of Work

This is a full-time position. A Planner must be accessible by phone and/or available to work extended hours and/or report to the worksite outside of regular office hours as needed, including, but not limited to, nights, weekends, holidays, etc. to support the City's programs and services.

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This position requires minimal travel. Site visits will be part of the daily routine; a City-owned vehicle will be provided as needed. Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

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

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Physical Demands
Possess the physical ability to perform the duties of the position including, but not limited to, occasional lifting/carrying up to 40 lbs.; occasional sitting, frequent standing, walking, and climbing; the ability to occasionally bend, kneel, climb, twist, stoop, crawl, squat, reach, push, pull, etc.; ability to continuously focus for long periods of time on projects; occasional entering and exiting of a personal or City-owned vehicle; and occasional driving in variable and unfavorable weather conditions.

Ability to withstand exposure to variable and unfavorable weather conditions; ability to walk on uneven surfaces; ability to perform inspections which may include exposure to odors, noise, vibrations, vehicular traffic, dust. The employee is required to react appropriately when hazards are identified.

Work Environment
This employee will spend approximately 90 – 95% of their time in an office environment and the balance of their time in the field. Field work/inspections are performed in all Wisconsin weather conditions. The employee is required to attend meetings outside of regular office hours including but not limited to: Common Council (and occasionally its committees like Finance or Legislative), Plan Commission, Zoning Board of Appeals, Community Development Authority, BID Board, Neighborhood Information Meetings, etc. The noise level in the work environment is usually moderate.

Equipment Used
Computer and appropriate software, scanner/copy machine, calculator, City-owned vehicle, telephone, digital camera, and mobile phone.

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

Salary and Benefits
Wages and benefits are determined by the existing non-represented resolution.

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

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

Committee: Finance & Human Resources Item Number:

Introduced By: Chief Jay Johnson

Date Introduced: TBD

RELATING TO: Discussion and decision to add an additional detective position (8) to the Criminal Investigation Bureau in the Police Department.

SUMMARY:
For over 30 years, the staffing level in the Criminal Investigation Bureau (CIB) has been seven detectives. During that time, technology has evolved exponentially to better our society. Unfortunately, that same technology has also allowed for individuals to carry out the act of committing crimes from the anonymity of their phones and laptops. This has caused a large shift in how we deter, uncover and investigate crimes today.

Our patrol division is arguably one of the best in Southeastern Wisconsin, but their function and mission is that of short term problem solvers. They are provided with all the training and tools they need to effectively combat street crime. What they are not equipped to handle is drawn out investigations that span across time and jurisdiction. It is the Detectives of the Criminal Investigation Bureau that unravel these long term problems. They do this with the same technology that criminals commit crime with.

In late 2021, the CIB and IT departments created a Digital Forensic Lab to investigate these crimes and partnered with 7 area police departments in Milwaukee County to cost-share the equipment. As a result of our successes, other departments continue to express interest in joining or creating their own using our model.

An additional detective is needed to stay current with new technology and the continued challenges of digital technology. We are leaders in digital forensics and computer crimes (child pornography, fraud, theft, and many others) which will only increase. Please consider our request.

Financial Impact:

5th Year Officer to Starting Detective:	$6,061.56 Increase Annually
5th Year Officer to Year 1 Detective:	$10,997.07 Increase Annually

"In partnership with our community, we will seek to improve the quality of life for our citizens and businesses by reducing the fear of crime and disorder through the implementation of problem-oriented and data-driven approaches embodying our motto "pledged to progress" and our guiding principles of Honor, Integrity, Courage, Competence and Restraint."

Greenfield Police Department

- 4 Police Chaplains
- Auxiliary Police Officers
- **Chief of Police**
- **Assistant Chief of Police**
- Office Supervisor
- 4 Police Clerks

Patrol Division

Lateshift Commander Captain	**Dayshift Commander** Captain	**Earlyshift Commander** Captain
Lateshift Patrol	**Dayshift Patrol**	**Earlyshift Patrol**
2 Sergeants	2 Sergeants	2 Sergeants
9 Police Officers	16 Police Officers	14 Police Officers
Dispatch Command	6 Community Service Officers	6 Community Service Officers
Peer Support	CSO and Auxiliary Programs	In-service & External Training
Property & Evidence	Recruitment/ Field Training Program	Unified Tactical Training
Crisis Negotiation	Canine Unit	SWAT Team

Investigations & Administration

Department Administration	**Criminal Investigation Bureau**	**Communications**
Equipment Specialist	Bureau Captain	12 Emergency Service Dispatchers
Police Service Specialist - Investigator	8 Detectives	
Policy Management	2 School Resource Officers	
Strategic Planning	1 Admin Assistant	
Budget/Grant Management	Crime Reporting	
Public Integrity		
Fleet		

Finance and Human Resources Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 12, 2023

RELATING TO:

Discussion and decision to approve a revised job description and wage scale for the Superintendent of Public Works.

SUMMARY:

The job description for the Superintendent of Public Works has been revised using the current format. All changes are minor, and the essential duties and responsibilities remain the same.

The wage scale for the Superintendent of Public Works has been revised. The maximum annual salary remains the same.

There is a 3.5% increase between the starting salary and each year from year 1 to year 4. That is typical of most city wage scales. The Superintendent is salaried and consequently does not earn overtime. The revised wage scale makes the salary for this position more competitive with the Working Foreman wages which do include overtime.

FINANCIAL:

Superintendent 1/2/2023

Start	Year 1	Year 2	Year 3	Year 4
91,639	94,843	98,165	101,599	111,162

Superintendent 5/1/2023

Start	Year 1	Year 2	Year 3	Year 4
96,871	100,262	103,771	107,403	111,162

RECOMMENDATION:

Approve a revised job description and wage scale for the Superintendent of Public Works.

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

MOTION ___ OTHER ___

Superintendent of Public Works Division

Classification
Exempt

Department/Division
Division of Public Works

Reports To~~:~~
Director of Neighborhood Services

~~Purpose Of Position~~Summary/Objective~~:~~

The Superintendent of Public Works plans and directs daily operations of the Division to maintain all City infrastructure, less parks. This position is directly accountable for maintenance and operation of City streets, signage, sanitary and storm sewer systems, street light systems, buildings, landscaping, forestry, turf maintenance, ~~telecommunications systems,~~ and fleet.

Essential Functions ~~AND REPSONSIBILITIES INCLUDE THE FOLLOWING: OTHER DUTUES MAY BE ASSIGNED.~~

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

- Manages all subordinate employees assigned to the Division through a group of Working Foremen.
- Responsible for overall customer service, direction, coordination, and evaluation of the unit.
- Completes responsibilities in accordance with the City's policies and all applicable laws.
- Work includes ~~disciplining staff,~~ staff planning, providing clear direction and priorities, appraising performance, addressing complaints, ~~and~~ resolving problems and disciplinary issues.

- Coordinates the repair and maintenance of streets and alleys including snow and ice control.

- Coordinates all forestry operations, including removal of hazard and nuisance trees from private property, as required by ordinance.

- Coordinates the maintenance of buildings and grounds, including selected County and State right-of-way.

- Coordinates the maintenance and operation of sanitary sewer and storm water systems.

- Advises elected officials in all matters relating to public works operations.

- Represents, and maintains respectful and courteous relations in public works matters with citizens, elected officials, other city departments, and other government agencies.

- Prepares and administers an annual budget.

- Operates the division within all relevant local, State, and Federal laws and regulations.

- Responds to emergencies on a 24-hour per day basis.

- Administers a solid waste collection contract with a private vendor.

Competencies

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

Knowledge, Skills and Abilities

- Ability to deal diplomatically with citizen concerns.
- Thorough knowledge of OSHA, Department of Workforce Development and other relevant safety regulations and standards.
- General knowledge of various construction trades and crafts.

~~Ability to work well and communicate with co-workers.~~

- Ability to work well and communicate with co-workers.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedures manuals written in English.
- Ability to read, analyze, and interpret common technical journals, financial reports, and legal documents.
- Ability to respond to common inquiries or complaints from elected officials, regulatory agencies, or the general public.

- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions and deal with several abstract and concrete variables.

Mathematical Skills

- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.
- Ability to understand basic mathematical concepts associated with public improvement design.

Supervisory Responsibilities
Manages all employees in the Division of Public Works. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring and training employees; planning, assigning and directing work; appraising performance, rewarding and disciplining employees; addressing and resolving concerns.

Position Type and Expected Hours of Work
This is a full-time exempt position. Ability to be accessible by cell phone and/or to respond to emergencies outside of regular office hours, including, but not limited to nights, weekends, holidays, etc.

Travel
This position requires minimal travel. Travel to conferences, seminars, training, etc. is encouraged, as budgeted. Deployment through mutual aid if necessary.

Required Education/Training and Experience
High school diploma or equivalency. A minimum of 10 years of recent, progressively responsible public works experience, with at least two (2) years of experience in a supervisory role.

Preferred Education/Training and Experience
~~Prefer~~Associates or Bachelor's degree from an accredited institution with a major in engineering, construction management, public administration, business administration, or a related field. ~~Five~~Ten ~~(5)~~ years of recent, progressively responsible public works experience, ~~of which~~with at least two (2) years ~~must be at a~~in a supervisory level~~, or equivalent experience~~.

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

Other Qualifications
Ability to work nights, weekends, and non-business day hours to attend meetings. When conditions, including emergencies, exist your presence is required. Possession and maintenance of a valid Wisconsin Commercial Driver's License (CDL), with certifications A, B and C upon employment. Must obtain an N Endorsement within 6 months of employment.
~~SUPERVISORY RESPONSIBLITIES:~~

~~Manages all subordinate employees assigned to the Division through a group of Working Foremen. Responsible for overall customer service, direction, coordination, and evaluation of the unit. Completes responsibilities in accordance with the City's policies and all applicable laws. Work includes disciplining staff, planning, providing clear direction and priorities, appraising performance, addressing complaints, and resolving problems.~~

~~QUALIFICATION REQUIREMENTS TO PERFORM THIS JOB SUCCESSFULLY:~~

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

~~Education and/or Experience~~

~~Prefer Bachelor's degree from an accredited institution with a major in engineering, construction management, public administration, business administration, or a related field. Five (5) years of~~

~~recent, progressively responsible public works experience, of which two (2) years must be at a supervisory level, or equivalent experience.~~

~~**Language Skills**~~

~~**Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedures manuals written in English. Ability to read, analyze, and interpret common technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from elected officials, regulatory agencies, or the general public.**~~

~~**Mathematical Skills**~~

~~**Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals. Ability to understand basic mathematical concepts associated with public improvement design.**~~

~~**Reasoning Ability**~~

~~**Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions and deal with several abstract and concrete variables.**~~

~~**Certificates/Licenses/Registration**~~

~~**Valid Wisconsin Driver's License.**~~

~~**Other Qualifications**~~

~~**Ability to deal diplomatically with citizen concerns. Thorough knowledge of OSHA, Department of Workforce Development and other relevant safety regulations and standards. General knowledge of various construction trades and crafts. Ability to work well and communicate with co-workers. Ability to work nights, weekends, and non-business day hours to attend meetings. When conditions, including emergencies, exist your presence is required.**~~

Physical Demands~~:~~

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

While performing the duties of this job, the employee is frequently required to stand, walk, reach with hands and arms, climb or balance, and stoop, kneel crouch or crawl. The employee is occasionally required to sit, use hands to ~~finger,~~ handle or feel, and talk or hear. Specific vision abilities required by this job included close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. May be expected to work long hours in adverse weather conditions.

Work Environment~~:~~

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions. With appropriate wet weather attire, the employee will be expected to work in the rain. The employee is occasionally exposed to moving mechanical parts, high precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of shock, wet and/or humid conditions, noxious odors, dust and poor ventilation. The noise level in the work environment is often loud.

Normal working conditions involve 70% inside and 30% outside work place environment, although this is only a guide.

Equipment Used~~:~~

Calculator, copy machine, personal computer and software, and measuring devices. Common office equipment. Car/SUV and small truck. First aid equipment, traffic control devices, breathing apparatus, hearing and personal protective equipment. Proper use of PPE may require the employee to be clean shaven (generally for respirator use).

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

Salary and Benefits
Wages and benefits are determined by the current Non-Represented Employee's salary resolution in effect.

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

AAP/EEO Statement
It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

~~COLLECTIVE BARGAINING AGREEMENT:~~

~~Non-union individual employment agreement position~~

~~MEDICAL:~~

~~Applicants shall be required to submit to a medical examination prior to appointment consistent with the requirements of the position.~~

~~RESIDENCY:~~

~~Residency is determined by the current non-represented resolution in effect.~~

~~SALARY AND BENEFITS:~~

~~Wages and benefits are determined by the current non-represented resolution in effect. Such benefits as Wisconsin Retirement Fund, health and life insurance, sick days, holidays, vacations, overtime pay and other fringe benefits generally appear in the resolution.~~

~~BACKGROUND:~~

~~All appointees may be fingerprinted and a record check made of local, state, or federal authorities. A conviction is not an automatic bar to employment. Periodic updates will be completed regarding the status of an employee's driver's license.~~

~~CC: 7/30/08~~

Superintendent of Public Works Division

Classification
Exempt

Department/Division
Division of Public Works

Reports To
Director of Neighborhood Services

Summary/Objective
The Superintendent of Public Works plans and directs daily operations of the Division to maintain all City infrastructure, less parks. This position is directly accountable for maintenance and operation of City streets, signage, sanitary and storm sewer systems, street light systems, buildings, landscaping, forestry, turf maintenance, and fleet.

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- Work includes staff planning, providing clear direction and priorities, appraising performance, addressing complaints, resolving problems and disciplinary issues.
- Coordinates the repair and maintenance of streets and alleys including snow and ice control.
- Coordinates all forestry operations, including removal of hazard and nuisance trees from private property, as required by ordinance.
- Coordinates the maintenance of buildings and grounds, including selected County and State right-of-way.
- Coordinates the maintenance and operation of sanitary sewer and storm water systems.
- Advises elected officials in all matters relating to public works operations.
- Represents, and maintains respectful and courteous relations in public works matters with citizens, elected officials, other city departments, and other government agencies.
- Prepares and administers an annual budget.
- Operates the division within all relevant local, State, and Federal laws and regulations.
- Responds to emergencies on a 24-hour per day basis.
- Administers a solid waste collection contract with a private vendor.

Competencies
- Communication Proficiency

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

Knowledge, Skills and Abilities

- Ability to deal diplomatically with citizen concerns.
- Thorough knowledge of OSHA, Department of Workforce Development and other relevant safety regulations and standards.
- General knowledge of various construction trades and crafts.
- Ability to work well and communicate with co-workers.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedures manuals written in English.
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Travel

This position requires minimal travel. Travel to conferences, seminars, training, etc. is encouraged, as budgeted. Deployment through mutual aid if necessary.

Required Education/Training and Experience

High school diploma or equivalency. A minimum of 10 years of recent, progressively responsible public works experience, with at least two (2) years of experience in a supervisory role.

Preferred Education/Training and Experience
Associates or Bachelor's degree from an accredited institution with a major in engineering, construction management, public administration, business administration, or a related field. Ten years of recent, progressively responsible public works experience, with at least two (2) years in a supervisory level.

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Other Qualifications
Ability to work nights, weekends, and non-business day hours to attend meetings. When conditions, including emergencies, exist your presence is required. Possession and maintenance of a valid Wisconsin Commercial Driver's License (CDL), with certifications A, B and C upon employment. Must obtain an N Endorsement within 6 months of employment.

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PACKETS FOR WEDNESDAY, 4 / 26 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	4/6/2023	$	60,822.67
AP CHECK	4/14/2023	$	449,097.03
AP CHECKS	4/21/2023	$	129,872.76
P-CARDS - MARCH 2023		$	153,212.34
	TOTAL	$	793,004.80

CC: PAULA

CC: FINANCE FOLDER

March 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$2,485,520.71	12/31/2001	variable		$105.55	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,461,199.90	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$297,370.25					
Ehlers Investment Partners X- GRD 2021B	$956,760.53	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$5,505,744.28					
Ehlers Investment Partnes X - 2022A	$2,767,304.61					
Associated Bank Investments	$6,310,213.97	3/15/2022	variable			
Totals	$24,784,114.25				$105.55	

LOCAL GOVERNMENT INVESTMENT POOL

March 2023 Statement

February Ending Balance		$	27,554,119.45
3 Deposit (s) in March			2,271,961.29
1 Withdrawal(s) in March			81,792.45
March Interest Earnings @ 4.62%			109,462.20
	TOTAL	$	29,853,750.49