



REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, June 20, 2023 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the May 16, 2023 Common Council minutes
- E. Approval of the May 26, 2023 Special Common Council minutes
- F. Approval of the June 1, 2023 Special Common Council minutes
- G. Mayor's Report
- H. Aldermanic Reports
- I. Announcements
- J. Citizen Commentary
- K. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Greenfield Maranatha Community Center, a proposed community center to be located at 4515 W. Forest Home Ave., submitted by Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc. and Michael Christenson, d/b/a MSA Professional Services, Inc. (Tax Key Nos. 531-0000-100 and 531-0000-200) (PC-5/9/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Greenfield Maranatha Community Center, a proposed community center to be located at 4515 W. Forest Home Ave., submitted by Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc. and Michael Christenson, d/b/a MSA Professional Services, Inc. (Tax Key Nos. 531-0000-100 and 531-0000-200) (PC-5/9/23 Kastner)
 - b. Approve a Certified Survey Map for proposed land combination of 4515 & 45** W. Forest Home Ave., submitted by Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc. and Michael Christenson, d/b/a MSA Professional Services, Inc. (Tax Key Nos. 531-0000-100 and 531-0000-200) (PC-5/9/23 Kastner)
 - c. Approve Site and Landscaping Plans for Greenfield Maranatha Community Center, a proposed community center to be located at 4515 W. Forest Home Ave., submitted by Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc. and Michael Christenson, d/b/a MSA Professional Services, Inc. (Tax Key Nos. 531-0000-100 and 531-0000-200) (PC-5/9/23 Kastner)
 - 2. Public Hearing on a Special Use Review for proposed hours of operation change to Kalibres, an existing full-service restaurant located at 4555 W. Forest Home Ave., submitted by Alejandro Hernandez, d/b/a Kalibres Restaurant & Bar, LLC. (Tax Key No. 531-0000-900) (PC-5/9/23 Kastner)
 - a. Approve a Resolution for a Special Use Review for proposed hours of operation change to Kalibres, an existing full-service restaurant located at 4555 W. Forest Home Ave., submitted by Alejandro Hernandez, d/b/a Kalibres Restaurant & Bar, LLC. (Tax Key No. 531-0000-900) (PC-

5/9/23 Kastner)

- b. Approve a Site Plan Review for Kalibres, an existing full-service restaurant located at 4555 W. Forest Home Ave., submitted by Alejandro Hernandez, d/b/a Kalibres Restaurant & Bar, LLC. (Tax Key No. 531-0000-900) (PC-5/9/23 Kastner)
3. Public Hearing on a Special Use Permit for Luxury Auto, a proposed automotive glass replacement shop, to be located at 4640B S. 76 St., submitted by Uthman Shalhout, d/b/a U&L Investments, LLC. (Tax Key No. 604-9971-000) (PC-5/9/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Luxury Auto, a proposed automotive glass replacement shop, to be located at 4640B S. 76 St., submitted by Uthman Shalhout, d/b/a U&L Investments, LLC. (Tax Key No. 604-9971-000) (PC-5/9/23 Kastner)
 - b. Approve a Site Plan Review for Luxury Auto, a proposed automotive glass replacement shop, to be located at 4640B S. 76 St., submitted by Uthman Shalhout, d/b/a U&L Investments, LLC. (Tax Key No. 604-9971-000) (PC-5/9/23 Kastner)
4. Public Hearing on a Special Use Permit for Holey Mackerel, a proposed amusement and recreational establishment with a bar/tavern, to be located at 5401 W. Layton Ave., submitted by Tripper Duval, d/b/a The Lost Whale, and Shaun Sullivan, d/b/a Envision Design Architects. (Tax Key No. 619-9997-003) (PC-5/9/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Holey Mackerel, a proposed amusement and recreational establishment with a bar/tavern, to be located at 5401 W. Layton Ave., submitted by Tripper Duval, d/b/a The Lost Whale, and Shaun Sullivan, d/b/a Envision Design Architects. (Tax Key No. 619-9997-003) (PC-5/9/23 Kastner)

L. Old Business

1. Appointments to various committees and commissions:
 - a. Council appointments:
 - i. Confirmation of the Whitnall School District appointment to the Park & Recreation Board for a term to expire 5/31/24 (Quin Brunette)
 - b. 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)

M. New Business

1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Two members to the Public Library Board for a term to expire 7/1/26 (currently Amber Lococo, Marie Cardenas)
2. Claim received from Manuel Rodriguez. (Goergen)
3. Consider/approve resolution allowing claim of Manuel J. Rodriguez. (Goergen)
4. Claim received from Raghunandan Galimudi. (Goergen)
5. Consider/approve resolution allowing the claim of Raghunandan Galimudi. (Goergen)

6. Approve application for a 2022-2023 Amusement Device Owner/Distributor License received from Lake States Vending Inc., Chad Goeman, Agent, N173W21298 Northwest Passage. (Goergen)
7. On the Edge Sports Bar, Chris Grabowski, Agent, requests an extension of the licensed premises of their Combination "Class B" Fermented Malt Beverage and Liquor License and Entertainment License to include: Dunk tank and cornhole will be located on the front lawn and lawn on the North side of the property across the parking lot. Alcohol sales will be in the bar, customers will be carrying drinks to the entertainment areas which will be roped off at 5175 S. 27 St., Saturday, July 8, 2023, 12 PM - 2:30 AM. (Goergen)
8. Approve applications for 2023-2024 operator licenses (Goergen)
9. Approve application for a Temporary Class "B" Fermented Beverage & "Class B" Wine Retailer's License received from Greenfield Professional Fire Fighters Benevolence & Charities, 5330 W. Layton Ave., for Toasting for Charity Event on September 16, 2023 from 6:00 PM to 11:00 PM at 7215 W. Cold Spring Rd. (Goergen)
10. Approve application for 2023-2024 "Class B" fermented malt beverage and liquor Retailer's License for Holey Mackerel LLC, Richard Duval, Agent, for the property at 5401 W. Layton Ave. (Holey Mackerel). Holey Mackerel is a Family Entertainment Center. Its highest revenue streams will be 18 Hole Mini Golf Course, 7 Batting Cage bays, and interior arcade. We will offer the sale of alcohol at two different locations inside the Clubhouse (main building). The first location will be a full service bar when you enter the clubhouse. The second location being more limited to Beer, Canned Wine, and other Ready to drink options from small coolers behind the activities counter, where you purchase the clubs and bats for outdoor activities. Once anyone purchasing alcoholic beverages are ID'd and checked, they will be allowed to take their beverages throughout the areas where the activities are held (I.E. mini golf course, Batting cages, and arcade). There will be no alcohol allowed anywhere outside of the fenced in property/activity areas of Holey Mackerel. All Alcohol will be locked and stored in our "Bar Room" which is a room located in between the Bar and Activities Counter. The only people allowed to access are owners and managers on duty. All Alcohol related invoices, will be kept organized in the "Owners Office" located just past the Activities Counter, next to the maintenance room located at 5401 W. Layton Ave. (Goergen)
11. Approve application for a 2023 - 2024 Entertainment License received from Holey Mackerel for the property located at 5401 W. Layton Ave. (Indoor: Arcade Outdoor: Batting Cages, 18 hole Mini Golf Course). (Goergen)
12. Approve renewal applications for the following licenses to expire June 30, 2024: Class "B" Fermented Malt Beverage, Combination "Class B" Fermented Malt Beverage & Liquor, "Class C" Wine, 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)
13. Approve applications for Amusement licenses to expire July 31, 2024. (Goergen)
14. Discussion/decision to transfer funds from CE2219 and CE reserve to CE2330 (John Deere Gator). (Jaquish)
15. Approve Nightingale Notes Application Subscription Agreement with Champ Software Inc. (Gorecki)
16. Approve Calvin University Internship Agreement (Gorecki)
17. Approve a purchase order for project 2228, Salt Dome Rehabilitation, with Holton Brothers Contractors in the amount of \$ 67,815.00. (Katz)
18. Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2022 Compliance Maintenance Annual Report (CMAR). (Katz)

19. Approve granting construction easements and statements of non-reimbursement to the Wisconsin Department of Transportation (BPW-5/23/23-Ald. Bailey)
20. Approve a Special Use Review and Site Plan Review for Burger & Burger, a proposed full-service restaurant to be located at 6231 S. 27 St., submitted by Ahmad Alsmadi, d/b/a Burger Company, Inc. (Tax Key No. 691-9841-016) (PC-6/13/23 Kastner)
21. Approve a Special Use Review and Site Plan Review for proposed hours of operation change and outdoor seating for Melt n Dip, an existing full-service restaurant located at 7820 W. Layton Ave., submitted by Jafar Jaraba, d/b/a Wadha, LLC, and Emad Nadi, d/b/a Etn Engineering. (Tax Key No. 605-9956-005) (PC-6/13/23 Kastner)
22. Approve a Final Subdivision Plat for Parkview Estates, a proposed single-family development to be located at S. 35 St. and W. Barnard Ave., submitted by Calvin K. Klimeck, d/b/a Pioneer Engineering and Surveying, LLC, and Raul A. Gonzalez, d/b/a First West Realty, LLC. (Tax Key No. 622-9988-018) (PC-6/13/23 Kastner)
23. Approve a Special Use Review for proposed hours of operation change and Site Plan Review for Wheel Plus, an existing gas station and convenience store located at 6745 W. Forest Home Ave., submitted by Ehab Mohany, d/b/a Wheels Plus Gas & Grocery, LLC. (Tax Key No. 572-8976-000) (PC-6/13/23 Kastner)
24. Approve Site and Architectural Plans for proposed construction of a pergola at Clement Manor, located at 9339 W. Howard Ave., submitted by Daniel Brown, d/b/a Palladium Patios and Landscaping. (Tax Key No. 568-9999-009) (PC-6/13/23 Kastner)
25. Approve Site, Landscaping and Architectural Plans for proposed new construction of Baggott Dental, to be located at 3130 S. 103 St., submitted by Timothy Baggott, DDS, d/b/a Baggott Dental, and Eric Draskowski, P.E., d/b/a Excel Engineering. (Tax Key No. 524- 8986-037) (PC-6/13/23 Kastner)
26. Approve a Special Use Review and Site Plan Review for Reyes Auto Repair, a proposed automotive repair business, to be located at 4805 W. Forest Home Ave., submitted by Moises Reyes Ignacio, d/b/a Reyes Auto Repair. (Tax Key No. 531-1134-000) (PC-6/13/23 Kastner)
27. Consideration and possible action on a Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 8. (Porter)
28. Approve an Outdoor Special Event application for the Greenfield July 4th Celebration, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2023, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's License, Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial building, electrical, and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
29. Approve an Outdoor Special Event application for Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, located at 7825 W. Layton Ave., July 16, 2023, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: OSE, Temporary Class "B" Retailer's License (beer), Temporary Operator's License, Food, and Commercial building, electrical, and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
30. Approve an Outdoor Special Event application for the Salvation Army – Outdoor Family Movie Nights events, to be located at 2900 W. Cold Spring Rd., August 4, 2023 and August 11, 2023, and waive all application fees. Application includes the following combination of licenses/permits: Outdoor Special Event. (Porter)

31. Approve an Outdoor Special Event application for the House of Harley Music Series #3, to be located at 6221 W. Layton Ave, July 1, 2023. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), Food and Commercial building, electrical and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
32. Approve an Outdoor Special Event application for the House of Harley Music Series #4, to be located at 6221 W. Layton Ave, July 29, 2023. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), Food, and Commercial building, electrical and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
33. Approve an Outdoor Special Event application for the House of Harley Local #215 Annual Retiree Lunch, to be located at 6221 W. Layton Ave, August 16, 2023. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), Food, and Commercial building, electrical and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
34. Approve an Outdoor Special Event application for the House of Harley Oscar Mike Military Fundraiser and Ride event, to be located at 6221 W. Layton Ave, August 26, 2023. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), Food, and Commercial building, electrical and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
35. Discussion and decision regarding approval and acceptance of the City of Greenfield 2022 Financial Statements and Independent Auditor's Report and Baker Tilly US, LLP reporting and insights from the 2022 audit. (6/14/23 F&HR S. Saryan).
36. Discussion and decision to transfer \$80,000 from the general street repair account in the general fund to the capital improvements fund for the City Hall HVAC Controls Project EN2303. (6/14/23 F&HR S. Saryan)
37. Discussion and decision to approve a transfer from reserves in the General Fund to the Capital Equipment Fund for the TIPSS Courts Software project - CE2015 in the amount of \$69,119. (6/14/23 F&HR S. Saryan)
38. Approval of schedules of disbursements in the amount of \$9,498,769.02. (6/14/23 F&HR S. Saryan)
39. Approval of mileage reimbursements in the amount of \$732.03. (6/14/23 F&HR S. Saryan)
40. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b)(c) & (f) for the following:
 - (1) Considering licensure, social or personal history, or medical information, for purposes of issuing a 2022-2023 operator license to Gabrielle Nicole Hanley
 - (2) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Mayor Neitzke/J. Foley)
41. Adjourn closed session and reconvene into open session.
42. Decision re: 2023-2024 Operator's License for Gabrielle Nicole Hanley. (Goergen)
43. Decision to follow Police & Fire Commission recommendation for contingent employment offer to Fire Chief candidate to set salary consistent with 2023 Non-Represented Resolution (Mayor Neitzke/J. Foley)

44. Discussion and decision to follow Board of Health's direction and revise Health Officer/Director job description's position qualifications (Mayor Neitzke/J. Foley)

- N. Items for future agenda
- O. Adjourn

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

RESOLUTION NO. ____

Special Use Permit for Greenfield Maranatha Community Center, a proposed community center to be located at 4515 W. Forest Home Ave., submitted by Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc. and Michael Christenson, d/b/a MSA Professional Services, Inc.
(Tax Key Nos. 531-0000-100 and 531-0000-200)

WHEREAS, Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc., duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, for a proposed community center offering individual/family services at 4515 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 20, 2023 at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

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

1. The applicant, Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc. has offices at 3102 S. 43 St., Milwaukee, WI 53219.
2. The applicant, Iglesia Vida Explosiva En Cristo, Inc., owns the properties at 4515 & 45** W. Forest Home Ave.
3. Greenfield Maranatha Community Center will occupy the former bingo hall for a community center located at 4515 & 45** W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lots 2, 3 and 4 in Block 1 of Forestdale Park, a recorded subdivision, being a part of the Northeast ¼ of Section 14, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 531-0000-100

Said land being located at 4515 W. Forest Home Ave.

Lot 5 in Block 1 of Forestdale Park, a recorded subdivision, being a part of the Northeast ¼ of Section 14, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 531-0000-200

Said land being located at 45** W. Forest Home Ave.

4. The applicant is proposing to establish a community center offering individual/family services within the existing commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Individual and Family Services as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Forest Home Ave. corridor that is developed for commercial uses. Properties to the north, east, and west are developed as commercial. Properties to the south are developed as single-family residential.
7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc., for a proposed community center offering individual/family services at 4515 W. Forest Home Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 9, 2023 and by the Common Council on June 20, 2023. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Greenfield Maranatha Community Center will be 7:00am – 11:30pm daily.
4. Off-Street Parking. The proposed business requires 34 off-street parking spaces. Recreation Centers require five (5) spaces per 1,000 square feet of gross floor area. The building is approximately 6,800 square feet. Twenty-Five (25) off-street parking stalls are to be provided on site. The Common Council may waive the shortage.

5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light spays from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties. Mister Car Wash will be responsible for promptly cleaning of any staining of asphalt or concrete caused by the tire cleaning compound, both within their property or any neighboring properties or right of way.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only

be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

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

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

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

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

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

17. Miscellaneous.

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

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

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

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon

a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

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

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

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

Juan Carlos Viruet, d/b/a Iglesia Vida Explosiva En Cristo, Inc.

Provided to applicant on the
_____ day of _____, 2023

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

Special Use Review for proposed hours of operation change to Kalibres, an existing full-service restaurant located at 4555 W. Forest Home Ave., submitted by Alejandro Hernandez, d/b/a Kalibres Restaurant & Bar, LLC. (Tax Key No. 531-0000-900)

WHEREAS, Alejandro Hernandez d/b/a Kalibres Restaurant & Bar LLC, duly filed with the City Clerk an application for an amendment to the Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, for extended hours of operation for Kalibres Restaurant, an existing full-service restaurant, located at 4555 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 20, 2023, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Alejandro Hernandez d/b/a Kalibres Restaurant & Bar LLC, resides at 10150 W. Plum Tree Apt 201, Hales Corners, WI 53130.
2. The property is owned by SCF RC Funding I, LLC, 47 Hulfish St Ste 200, Princeton, NJ 08542.
3. Kalibres Restaurant & Bar occupies the entire 2,453 sq. ft. of the commercial restaurant building located at 4555 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

The Southwesterly 38 feet of Lot 7 and Lots 8, 9 and 10 in Block 1 of Forestdale Park, a recorded subdivision, plus part of Lot 5 of Strothmann Subdivision, a recorded subdivision, all being a part of the Northeast ¼ of Section 14, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 531-0000-900

Said land being located at 4555 W. Forest Home Ave.

4. The applicant is proposing extended hours of operation for Kalibres Restaurant, an existing full-service restaurant, located at 4555 W. Forest Home Ave.
5. The aforesaid premise is zoned C-2 Community Commercial under the Zoning Ordinance of the City of Greenfield, which permits full-service restaurant as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the W. Forest Home Ave. corridor that is developed for commercial uses. Properties to the north, east, and west are developed as commercial. Properties to the south are developed as residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Alejandro Hernandez d/b/a Kalibres Restaurant & Bar, LLC, for extended hours of operation for Kalibres Restaurant, an existing full-service restaurant, located at 4555 W. Forest Home Ave., and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 9, 2023 and by the Common Council on June 20, 2023. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.

2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.

3. Hours of Operation. The allowable hours of operation for Kalibres Restaurant & Bar will be Monday 9:00am to 12:00am (midnight), Tuesday - Thursday 9:00am to 1:00am, and Friday – Sunday 9:00am to 2:00am.

4. Off-Street Parking. The proposed full-service restaurant requires 25 off-street parking spaces. Thirty-nine (39) off-street parking stalls are to be provided on site.

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Alejandro Hernandez d/b/a Kalibres Restaurant & Bar, LLC

Provided to applicant on the
_____ day of _____, 2023

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

Special Use Permit for Luxury Auto, a proposed automotive glass replacement shop, to be located at 4640B S. 76 St., submitted by Uthman Shalhout, d/b/a U&L Investments, LLC.
(Tax Key No. 604-9971-000)

WHEREAS Uthman Shalhout, d/b/a U&L Investments, LLC., duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish an automotive glass replacement shop to be located at 4640B S. 76 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 20, 2023, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

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

1. The applicant, Uthman Shalhout, d/b/a U&L Investments, LLC., resides at 5201 S. 13 St. Milwaukee, Wisconsin 53221.
2. The applicant will lease a portion of the multi-tenant building, owned by Sam Ramahi, 4640B S. 76 St., Greenfield, WI 53220.
3. Luxury Auto will occupy approximately 1,800 sq. ft. of basement space located at 4640B S. 76 St. or approximately 2,000 sq. ft. of the detached garage space located at 4640A S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Southwest ¼ of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point in the West line of said ¼ Section 261.85 feet North of the Southwest corner of said ¼ Section; thence North 75 feet to a point; thence East 363 feet to a point; thence South 60 feet to a point; thence West 133 feet to a point; thence South 15 feet to a point; thence West 230 feet to the point of beginning. Excepting therefrom the West 60 feet for public street purposes.

Tax Key No. 604-9971-000

Said land being located at 4640-4646 S. 76 St.

4. The applicant is proposing to operate a car window tinting and car wrapping business within the multi-tenant commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits automotive glass replacement shops as a

Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 76 St. corridor that is developed for commercial uses. Properties to the north, south, east and west are developed as commercial.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Uthman Shalhout, d/b/a U&L Investments, LLC., to establish an automotive glass replacement shop to be located at 4640B S. 76 St, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 9, 2023 and by the Common Council on June 20, 2023. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Luxury Auto will be 9:00am – 8:00pm, daily.
4. Off-Street Parking. The proposed business requires four (4) off-street parking spaces. Nineteen (19) spaces are required for the remaining tenants. Eighteen (18) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance

activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

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

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

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

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties. Mister Car Wash will be responsible for promptly cleaning of any staining of asphalt or concrete caused by the tire cleaning compound, both within their property or any neighboring properties or right of way.

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin

or the United States on the premises covered by the special use, then the special use may be terminated.

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

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

Uthman Shalhout, d/b/a U&L Investments, LLC.

Provided to applicant on the
_____day of _____, 2023

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for Holey Mackerel, a proposed amusement and recreational establishment with a bar/tavern, to be located at 5401 W. Layton Ave., submitted by Tripper Duval, d/b/a The Lost Whale, and Shaun Sullivan, d/b/a Envision Design Architects.
(Tax Key No. 619-9997-003)

WHEREAS, Tripper Duval, d/b/a The Lost Whale, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Holey Mackerel, an amusement and recreational facility, and a bar/tavern, to be located at 5401 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 20, 2023, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

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

1. The applicant, Tripper Duval, d/b/a The Lost Whale, has offices at 2151 S. Kinnickinnic Ave., Milwaukee, WI 53207.
2. The applicant owns the property at 5401 W. Layton Ave., Greenfield, WI 53220.
3. Holey Mackerel will operate the entire parcel for an amusement and recreational facility, and a portion of the building for a bar/tavern located at 5401 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 4257, being a part of the Northwest ¼ of Section 26, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 619-9997-003

Said land being located at 5401 W. Layton Ave.

4. The applicant is proposing to establish an amusement and recreational facility, and a bar/tavern.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits amusement and recreational facility, and bars/taverns, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Layton Ave. commercial/institutional corridor. Properties to the west are developed as institutional (high school). Properties to the

north are developed as commercial and institutional. Properties to the east are developed as public park. Properties to the south are developed as multi-family residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Tripper Duval, d/b/a The Lost Whale, to establish Holey Mackerel, an amusement and recreational facility, and a bar/tavern, to be located at 5401 W. Layton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 9, 2023 and by the Common Council on June 20, 2023. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Holey Mackerel will be 11:00am – 10:00pm.
4. Off-Street Parking. A total of 54 off-street parking stalls are required for the miniature golf course and 39 spaces for the arcade and bar/tavern, for a total of 93 required off-street parking spaces. The property will provide 92 off-street parking stalls. The Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Tripper Duval, d/b/a The Lost Whale

Provided to applicant on the
_____ day of _____, 2023

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



WHITNALL SCHOOL DISTRICT

City of Greenfield

Jennifer Goergen

RE: Whitnall School District – Greenfield Park 'n Rec representative

As of 28 May 2023 Quin Brunette was appointed as the school board member to serve as Greenfield Park 'n Rec liaison

Whitnall School Board recommends Quin Brunette as Greenfield Park 'n Rec liaison

Feel free to contact me with any questions you may have.

Regards

Jason Craig

Whitnall School Board President

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE CLAIM OF RAGHUNANDAN GALIMUDI RELATING
TO ALLEGED VEHICLE DAMAGE

WHEREAS, Raghunandan Galimudi submitted a claim with the City on or about May 19, 2023; and,

WHEREAS, in his claim, Mr. Raghunandan Galimudi alleged damage to his parked vehicle in a parking lot by a police vehicle involved in an investigation.

WHEREAS, the City Attorney has reviewed the facts and circumstances relating to the claim and recommends that the Common Council allow the claim; and,

WHEREAS, Wis. Stat. § 893.80 provides for the process by which the Common Council shall consider and handle claims made against the Council, the City and its officers, agents and employees; and,

WHEREAS, after considering the facts and circumstances of the claim, the Common Council desires to pay the claimed amount of the actual loss.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the claim of Raghunandan Galimudi filed with the City on or about May 19, 2023, relating to alleged vehicle damage, is hereby allowed in an amount not to exceed **\$6,500.00**.

BE IT FURTHER RESOLVED that the City Finance Director is hereby authorized and directed to pay the claim to the claimant upon receipt of a signed release of claims from the claimant.

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2023

This is to certify that the foregoing resolution as adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the _____ day of _____, 2023.

Jennifer Goergen, City Clerk

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

06/16/2023

1/1

AMUSEMENT license -tags and distributor
--

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Lake States Vending Inc	Lake States Vending	Chad Goeman	N173W21298 Northwest Passag

Premise Description:

DISTRIBUTOR HOLDS 6 TAGS: 4 TAGS - FOX'S PUB, 4395 S. 76TH ST.; 2 TAGS - THE BRASS TAP, 7808 W. LAYTON AVE.

Grand Total Licenses: 1



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

Instructions for Application to Extend Licensed Premises:

The information that follows is important, please read it all to ensure your application is complete.

The applicant shall comply with the following when the application is filed:

1. Application deadline: If part of an Outdoor Special Event permit, 45 or 90 days prior to the event, depending on expected attendance.
2. Property owner permission: If you are not the property owner, attach written permission from the property owner which indicates you have been given full control over the licensed premises to conduct alcohol sales.

Select from one of the following:

- ☒ Our organization **IS** the property owner of the premises described in application.
 - ☐ Our organization **IS NOT** the property owner of the premises described in our application. A letter from the property owner is attached granting our organization full control of the extended premises during the specified dates and times.
3. Location of alcohol sales/consumption (premises description): The premises description must “particularly describe” where alcohol will be sold, served, consumed or stored. A street address is not sufficient. **Applicants must ensure that underage unaccompanied persons do not enter the licensed premises.** (For example, if a beer or wine tent is described as the licensed premises, fencing, signage and careful monitoring can be done to prohibit entry by underage unaccompanied individuals. Underage persons must be accompanied by a parent, guardian or spouse of legal drinking age on licensed premises. Sec. 125.07(3)(a), Wis. Stats.

Sample Premise Descriptions:

A 30 x 30 square foot beer tent, roped off and monitored to exclude underage unaccompanied individuals, on the northwest corner of the parking lot at 1234 Main Street.

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

4. Licensed operators: Licensed operators* or licensed temporary operators** must be present at all times. They must visually supervise adults working without a license. The licensed person must be in the same room or area as the unlicensed person, near enough to see and talk to him or her, and to be able to actually supervise the unlicensed person. It is not sufficient simply to be on the same premises. Sec. 125.26(6), 125.32(2) – beer; 125.51(10), 125.68(2) – Wine; 125.17, Wis. Stats.

-OVER-

*Operator Licenses: People 18 years old or older may apply. This license is valid for the current license period. Operators must provide:

- a. A certificate of completion for a Responsible Beverage Server Training Class (approved by the WI Dept. of Revenue) taken within the last 2 years; OR
- b. A certified copy of an operator's license held in WI within the last 2 years; OR
- c. A copy of a retail alcohol license listing them as the agent, held in WI within the last 2 years;

Cost: \$50 plus \$10 for a background check.

**Temporary Operator Licenses: Only persons employed by or donating their services to nonprofit corporations are eligible to apply.

A person is limited to two such licenses in a year. The license is valid for the time of the special event (one to 14 days). Completing the Responsible Beverage Server Training Class is not required, unless required by your employer.

Cost: \$10 plus \$10 for a background check.



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

APPLICATION TO EXTEND LICENSED PREMISES

This is a request to extend licensed premises for:

☒ Entertainment License
☒ Class "B" Beer

☒ "Class B" Beer and Liquor
☒ Class "B" Beer & "Class C" Wine

Legal name of business: G & J Partners

Trade name of business: The Ege Sports Bar

Agent: Chris Grabowski

Name of Event: Birthday Party

Event Address: 5175 S 27th St. Greenfield

Event Date	Event Starting Time	Event Ending Time	Entertainment Starting Time	Entertainment Ending Time	Alcohol Sales/Consumption Starting Time	Alcohol Sales/Consumption Ending Time
July 8, 23	12pm	2:30am	12pm	2:30am	11am	2:30am

List types of entertainment:

Dunk Tank, Cornhole

Location of entertainment:

The front lawn and lawn of the north side of the property on the other side of the parking lot.

Location of alcohol sales/consumption:

sales will continue to be made in the bar as usual. we are looking to have customers walk on the lawn with their drinks

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

the area can be roped off if needed

Attach a map or drawing by clicking on the paperclip icon on the left side of the screen to show where the event is taking place, and include the location of alcohol sales/service/consumption, entertainment, speakers, fenced or roped areas, tents, etc.

Christopher Grabowski

05/12/2023

414-232-1890

Printed Name

Date

Phone
grabowski.chris14@gmail.com

Signature

Christopher J Grabowski

Email

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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/16/2023

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Alejandro A Romero	2054 S 59th ST	West Allis, WI 53219
Andrea Lee Scholfield	3941 E Underwood AVE	Cudahy, WI 53110
Andrea Lopez	4143 S 2nd ST	Milwaukee, WI 53207
Ariana Marie Peterson	4433 S 112th ST	Greenfield, WI 53228
Caitlyn Nicole Wood	W169s 7586 Gregory DR #4	Muskego, WI 53150
Icesis Jade Mullett	10145 W Plum Tree CIR 205	Hales Corners, WI 53130
Jeanna Marie Ramig	5246 S 76th ST c122	Greendale, WI 53129
Karen Hubbard	3276 S 50th ST	West Allis, WI 53219
Kayla Rachel Steil	2564 N Lake DR 1	Milwaukee, WI 53211
Kristin E Brown	10524 W Scharles AVE	Hales Corners, WI 53130
Marissa Marvel Ramirez	4719 S 123rd ST	Greenfield, WI 53228
Melissa Ann Boryca	N80W 14981 Appleton AVE	Menomonee Falls, WI 53051
Michael Anthony Schroeder	6405 W Montana ST	West Allis, WI 53219
Najwan Hasan Hammad	4126 W College AVE	Greenfield, WI 53221
Nicholas Robert Zogoplos	1225 Daisy DR	West Bend, WI 53090
Ravi Wadhwa	4440 S 117th ST	Greenfield, WI 53228
Rebecca Lynn Martin	2514 S 12th ST	Milwaukee, WI 53215

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

06/16/2023

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CLASS B LIQUOR - COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Holey Mackerel LLC	Holey Mackerel	Richard Duval, Agent	5401 W Layton AVE

Premise Description:

HOLEY MACKEREL IS A FAMILY ENTERTAINMENT CENTER. ITS HIGHEST REVENUE STREAMS WILL BE 18 HOLE MINI GOLF COURSE, 7 BATTING CAGE BAYS, AND INTERIOR ARCADE. WE WILL OFFER THE SALE OF ALCOHOL AT TWO DIFFERENT LOCATIONS INSIDE THE CLUBHOUSE (MAIN BUILDING). THE FIRST LOCATION WILL BE A FULL SERVICE BAR WHEN YOU ENTER THE CLUBHOUSE. THE SECOND LOCATION BEING MORE LIMITED TO BEER, CANNED WINE, AND OTHER READY TO DRINK OPTIONS FROM SMALL COOLERS BEHIND THE ACTIVITIES COUNTER, WHERE YOU PURCHASE THE CLUBS AND BATS FOR OUTDOOR ACTIVITIES. ONCE ANYONE PURCHASING ALCOHOLIC BEVERAGES ARE ID'D AND CHECKED, THEY WILL BE ALLOWED TO TAKE THEIR BEVERAGES THROUGHOUT THE AREAS WHERE THE ACTIVITIES ARE HELD (I.E. MINI GOLF COURSE, BATTING CAGES, AND ARCADE). THERE WILL BE NO ALCOHOL ALLOWED ANYWHERE OUTSIDE OF THE FENCED IN PROPERTY/ACTIVITY AREAS OF HOLEY MACKEREL. ALL ALCOHOL WILL BE LOCKED AND STORED IN OUR "BAR ROOM" WHICH IS A ROOM LOCATED IN BETWEEN THE BAR AND ACTIVITIES COUNTER. THE ONLY PEOPLE ALLOWED TO ACCESS ARE OWNERS AND MANAGERS ON DUTY. ALL ALCOHOL RELATED INVOICES, WILL BE KEPT ORGANIZED IN THE "OWNERS OFFICE" LOCATED JUST PAST THE ACTIVITIES COUNTER, NEXT TO THE MAINTENANCE ROOM LOCATED AT 5401 W LAYTON AVE.

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Holey Mackerel LLC	Holey Mackerel	Richard Duval, Agent	5401 W Layton AVE

Premise Description:

INDOOR: ARCADE OUTDOOR: BATTING CAGES, 18 HOLE MINI GOLF COURSE LOCATED AT 5401 W LAYTON AVE

Grand Total Licenses: 2

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

06/16/2023

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CLASS B LIQUOR - COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Holey Mackerel LLC	Holey Mackerel	Richard Duval, Agent	5401 W Layton AVE

Premise Description:

HOLEY MACKEREL IS A FAMILY ENTERTAINMENT CENTER. ITS HIGHEST REVENUE STREAMS WILL BE 18 HOLE MINI GOLF COURSE, 7 BATTING CAGE BAYS, AND INTERIOR ARCADE. WE WILL OFFER THE SALE OF ALCOHOL AT TWO DIFFERENT LOCATIONS INSIDE THE CLUBHOUSE (MAIN BUILDING). THE FIRST LOCATION WILL BE A FULL SERVICE BAR WHEN YOU ENTER THE CLUBHOUSE. THE SECOND LOCATION BEING MORE LIMITED TO BEER, CANNED WINE, AND OTHER READY TO DRINK OPTIONS FROM SMALL COOLERS BEHIND THE ACTIVITIES COUNTER, WHERE YOU PURCHASE THE CLUBS AND BATS FOR OUTDOOR ACTIVITIES. ONCE ANYONE PURCHASING ALCOHOLIC BEVERAGES ARE ID'D AND CHECKED, THEY WILL BE ALLOWED TO TAKE THEIR BEVERAGES THROUGHOUT THE AREAS WHERE THE ACTIVITIES ARE HELD (I.E. MINI GOLF COURSE, BATTING CAGES, AND ARCADE). THERE WILL BE NO ALCOHOL ALLOWED ANYWHERE OUTSIDE OF THE FENCED IN PROPERTY/ACTIVITY AREAS OF HOLEY MACKEREL. ALL ALCOHOL WILL BE LOCKED AND STORED IN OUR "BAR ROOM" WHICH IS A ROOM LOCATED IN BETWEEN THE BAR AND ACTIVITIES COUNTER. THE ONLY PEOPLE ALLOWED TO ACCESS ARE OWNERS AND MANAGERS ON DUTY. ALL ALCOHOL RELATED INVOICES, WILL BE KEPT ORGANIZED IN THE "OWNERS OFFICE" LOCATED JUST PAST THE ACTIVITIES COUNTER, NEXT TO THE MAINTENANCE ROOM LOCATED AT 5401 W LAYTON AVE.

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Holey Mackerel LLC	Holey Mackerel	Richard Duval, Agent	5401 W Layton AVE

Premise Description:

INDOOR: ARCADE OUTDOOR: BATTING CAGES, 18 HOLE MINI GOLF COURSE LOCATED AT 5401 W LAYTON AVE

Grand Total Licenses: 2

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

06/16/2023

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CLASS B BEER

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
MOD Super Fast Pizza (Wisconsin) LLC	MOD Pizza	Laura Denisse Martinez Bravo, Agent	8833 W Sura LN

Premise Description:

THE BUILDING IS A ONE STORY BUILDING. FOOD AND ALCOHOL BEVERAGES WILL BE SOLD AND CONSUMED THROUGHOUT THE RESTAURANT PUBLIC AREA AND ADJACENT PATIO AREA. THE ALCOHOL WILL BE STORED IN A CONTROLLED AND LOCKED STOREROOM LOCATED IN THE STORAGE AREA AT THE BACK OF THE STORE LOCATED AT 8833 W. SURA LN.

Viet Pho LLC (DBA Pho Viet)	Pho Viet	Alex Nguyen, Agent	5475 S 27th ST
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Premise Description:

VIETNAMESE RESTAURANT SERVES DINING CUSTOMERS. WE SERVE THREE TYPES OF BEER BOTTLE (BUDWEISER, CORONA AND HEINEKEN). BEER BOTTLES ARE STORED IN BEVERAGE COOLER, RECORDS STORED ON SITE LOCATED AT 5475 S 27TH ST

CLASS B LIQUOR - COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Alvarez Line LLC	Hacienda Chivolin Restaurant	Floralia Tellez-Ortiz, Agent	5110 W Loomis RD

Premise Description:

ALCOHOL STORAGE WILL BE LOCATED IN A ROOM INSIDE THE RESTAURANT, ALCOHOL BEVERAGES WILL BE SERVED AND SOLD IN THE BAR AND DINING AREAS. ALCOHOL RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5110 W LOOMIS RD.

KHP Greenfield LLC	Kpot Korean BBQ & Hot Pot	Bryan Pham, Agent	4902 S 74th ST
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Premise Description:

THIS IS A FULL SERVICE RESTAURANT WHERE ALCOHOLIC BEVERAGES WILL BE SOLD TO LEGAL DRINKING CUSTOMERS. ALCOHOL BEVERAGES WILL BE STORED IN DESIGNATED AREA: LIQUOR ROOM LOCATE BEHIND THE BAR, BAR REFRIGERATORS, AND WALK IN COOLERS IN THE BACK OF THE KITCHEN. ALCOHOL BEVERAGE RECORDS WILL BE MAINTAINED AND KEPT IN THE LIQUOR ROOM LOCATES BEHIND THE BAR LOCATED AT 4902 S 74TH ST

Kyoto Group LLC	Kyoto Group LLC	Yi Wu, Agent	7453 W Layton AVE
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Premise Description:

BEVERAGES SERVED IN BAR AREA AND GENERAL DINING ROOM. BEVERAGES STORED IN LOCKED STORAGE CLOSET AND COOLER UNIT IN EXISTING SPACE. ALL RECORDS STORED IN THE OFFICE LOCATED AT 7453 W LAYTON AVE.

Los Mariachis Mexican Restaurant Inc	Los Mariachis II	Felipe DeJesus Ramirez, Agent	4305 W Layton AVE
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Premise Description:

RESTAURANT/BAR AREA, STORED IN BACK ROOM AND BASEMENT, LOCATED AT 4305 W LAYTON AVE.

CLASS C WINE

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
MOD Super Fast Pizza (Wisconsin) LLC	MOD Pizza	Laura Denisse Martinez Bravo, Agent	8833 W Sura LN

Premise Description:

THE BUILDING IS A ONE STORY BUILDING. FOOD AND ALCOHOLIC BEVERAGES WILL BE SOLD AND CONSUMED THROUGHOUT THE RESTAURANT PUBLIC AREA AND ADJACENT PATIO AREA. THE ALCOHOL WILL BE STORED IN A CONTROLLED AND LOCKED STOREROOM LOCATED IN THE STORAGE AREA AT THE BACK OF THE STORE LOCATED AT 8833 W. SURA LN.

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Alvarez Line LLC	Hacienda Chivolin Restaurant	Floralia Tellez-Ortiz, Agent	5110 W Loomis RD

PAWNBROKER/SECONDHAND

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
AJ Collectables LLC	AJ Collectables LLC	Joshua Joel Rowell, Agent	4631 S 108th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4631 S 108TH ST
KENTON WAYNE FRITZ- MANAGER/PERSON IN CHARGE

Best Buy Stores, LP	Best Buy #25	Kristin Mikulsky, Agent	4610 S 76th ST
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4610 S 76TH ST
ROBERT ALAN JAMSA, CHRISTOPHER FROHMADER, KRISTIN MIKULSKY, DANIEL FREIFELD, ADRIAN BARBOSA, JASON PETTY, ELIJAH JIMENEZ - MANAGERS/PERSONS IN CHARGE

Brew Town Trading Co, LLC	Brew Town Trading Co, LLC	Jeremy Frantz, Agent	4285 S 76th ST
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Premise Description:

CONDUCT SALES OF SECONDHAND ARTICLES AT 4285 S 76TH ST
RORY WAGNER, JEREMY FRANZ - MANAGERS/PERSONS IN CHARGE

La Paz Inc	Genesis Jewelry & Art Gallery	Janet La Paz, Agent	6011 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND JEWELRY AND SECONDHAND ARTICLES LOCATED AT 6011 W LAYTON AVE. MANAGERS/PERSONS IN CHARGE: CHRISTOPHER JAMES SLADE , JANET LA PAZ.

Greenfield Range Operations LLC Range USA	Gregory Allen Kurtz, Agent	10557 W Layton AVE
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 10557 W. LAYTON AVE.
MATTHEW DAVID GRACYALNY, GLENN SCOTT SINISH JR., TYLER LEON STEFANSKI, DANA MARION SWATEK - MANAGERS/PERSONS IN CHARGE

Volta Records LLC	Volta Records LLC	Jennifer Ann Young, Agent	5026 S 74th ST
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Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5026 S 74TH ST
JENNIFER ANN YOUNG, ISABELLA JANE CHARLES - MANAGERS/PERSONS IN CHARGE

Grand Total Licenses:**14**

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/16/2023

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Amber Lynn Matthews	3234 W American DR	Greenfield, WI 53221
Andrew Phillip Krueger	4895 S. Katelyn Cir 202	Greenfield, WI 53220
Angela Michelle Gruchalski	185 W Rainbow Ridge DR 316	Oak Creek, WI 53154
Christine Lynn Muchowicz	7024 Douglas AVE	Racine, WI 53402
Christopher James Grabowski	825 E Mackinac AVE	Oak Creek, WI 53154
Danyel Dawn Brost	4462 S Louisiana AVE	Greenfield, WI 53221
Hailey Virginia McLain	6712 W Villard AVE	Milwaukee, WI 53218
James Koutromanos	7972 S Scepter DR	Franklin, WI 53132
Jeffrey A Wisniewski	5200 S Tuckaway BLVD 106D	Greenfield, WI 53221
Katelyn Taylor Bakhtiari	7906 S 68th ST	Franklin, WI 53132
Krista Michaela Washechek	3708 S 68th ST	Milwaukee, WI 53220
Linda Ann Ricker	565 W Riverwood DR #306	Oak Creek, WI 53154
Margaret Hope Salehzadeh	8729 W Crawford AVE	Milwaukee, WI 53220
Margarita Limon	3806 S 17th ST	Milwaukee, WI 53221
Nhan Thuy Tran	7651 Windrush LN	Franklin, WI 53132
Nicole Marie Bettinger	2575 S Calhoun DR Apt 207	New Berlin, WI 53151
Nicole Marie Hart	3795 S Rivershire DR	Greenfield, WI 53228
Rhiannon Marie Patz	3640 S 19th ST	Milwaukee, WI 53221
Richard Paul Villanueva	7793 W MARGARET LN	Franklin, WI 53132
Samantha Rose Lukasavitz	2217 W Grange AVE	Milwaukee, WI 53221
Tricia Ann Peterson	6975 S Brian CT	Franklin, WI 53132
Whitney Ellen Moore	2192 S 99th ST 2	West Allis, WI 53227

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

06/16/2023

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AMUSEMENT license -tags and distributor

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Games Are Us Inc	Games Are Us	Steven Allan Murphy, Agent	4905 S Woodlawn PL
Premise Description: DISTRIBUTOR HOLDS 1 TAG: 1 TAG - MEZCALERO, 6869 W FOREST HOME AVE.			
Mitchell Novelty Co.	Mitchell Novelty Co.	Ralph Fleege, Agent	3506 W National AVE
Premise Description: DISTRIBUTOR HOLDS 5 TAGS: 3 TAGS - FIN & FEATHER, 4060 W LOOMIS; 2 TAGS - GASLITE WEST, 4305 S 84TH			
National Entertainment Network, LLC	National Entertainment Network, LLC	Nicolas Miceli	246 S Taylor AVE Suite 200
Premise Description: DISTRIBUTOR HOLDS 4 TAGS: 1 TAG - DENNY'S #9246; 4695 S. 108TH STREET; 1 TAG - MEIJER STORES #292, 5800 W. LAYTON AVE; 2 TAGS - SUBWAY #37611, 10600 W. LAYTON AVE			
Lakeside Music LLC	Sam's Amusement, dba Lakeside Music LLC	Bruce Carl Dentice, Agent	930 Washington RD
Premise Description: DISTRIBUTOR HOLDS 2 TAGS: 2 TAGS - GENESIS, 3740 S 108TH STREET			

Grand Total Licenses: 4



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: 6/20/23

RELATING TO:

Discussion/decision to transfer funds from CE2219 and CE reserve to CE2330 (John Deere Gator)

SUMMARY:

The Parks and Recreation Department is requesting to transfer \$14,000 from CE2219 (Toro workman) to CE2330 (John Deere Gator) in addition \$9,316.43 from CE reserve.

The additional funding is needed is needed to make up the difference for the purchase of the John Deere Gator (2023 Budget) the XUV model will be outfitted with a v-plow and salter so this unit will be more versatile and can be utilized all year round.

Recommendation:

I urge the Common Council to support this capital equipment purchase to more effectively and efficiently maintain the changing landscape of Park/City grounds.

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

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

**NIGHTINGALE NOTES
APPLICATION SUBSCRIPTION AGREEMENT
CHAMP SOFTWARE, INC.**

This Agreement is entered in to this ____ day of _____, _____, by and between Champ Software, Inc., PO Box 2246, North Mankato MN 56002, (hereinafter called “Vendor”) and City of Greenfield Health Department, with its principal place of business at 7325 West Forest Home Avenue, Greenfield WI 53220 (hereinafter called “Agency”).

Vendor is a computer software company that provides software, training, and support for the web application hereinafter called “Nightingale Notes,” and Agency desires to license Nightingale Notes from the Vendor.

Now, therefore, the parties agree as follows:

- I. GRANT OF LICENSE.** Vendor hereby grants to Agency the right to use Nightingale Notes (“License”) according to the terms specified in this Agreement.
- A. Vendor retains title and ownership of Nightingale Notes.
 - B. Vendor grants Agency a non-exclusive license to use the application “Nightingale Notes” according to the terms herein. Authorized users of the application are limited to employees of Agency and any authorized third-parties. To obtain authorization for third-parties (including independent contractors) to use the application, Agency must notify Vendor of the name of the third-party and the purpose for the use, and must obtain written consent of Vendor authorizing the use, which will be limited to the particular third-party and purpose identified in the request, unless further limited by Vendor.
 - C. The license granted under this Agreement is non-transferrable. Agency may not sublicense, resell, lease, delegate, assign, or otherwise transfer its rights under this Agreement, whether wholly or partially, to a third-party (including independent contractors) without prior written consent of Vendor.
 - D. Vendor reserves the right to monitor the use of the application and license count on a periodic basis.
 - E. All rights not expressly granted by Vendor under this Agreement are reserved by Vendor.
- II. LICENSE AND OTHER COSTS.** Agency will pay to Vendor an annual subscription fee for the use of the software application and support. Initial Training and Implementation fees are a one-time expense. Applicable sales taxes will be added to fees as appropriate.
- A. **Annual Gold Subscription Fee.** The annual subscription fee for the application and support is \$14,253. This fee is for 8 named licenses. If using the Teletask or Availity integration option there are fees associated with those services outside of Champ fees. Teletask and Availity require signed agreements to provide the integrated service and handle billing for the services outside of Champ billing.

- B. **Implementation and Training Fee.** The fee for the implementation of application, plus staff time for setup, support and training, is \$6,600. This fee is based on 8 named licenses.
- C. **Expenses for Training** in the Agency's office (if applicable) will be billed when the cost is determined, based on actual expense, e.g., travel time, airfare, airport parking, mileage and lodging, and per diems for meals. Every effort is made to conduct training virtually to avoid travel expenses and to better fit agency schedule.
- D. **Payment.** Payment for Item II.A. and II.B. shall be as follows:
1. First subscription payment and Implementation & Training fee are due upon signing of Agreement. ($\$14,253 + \$6,600 = \$20,853$)
 2. Future subscription payments due annually beginning 1 year from date training begins.
- If payment has not been received by the Vendor within thirty (30) days from the due date, the Vendor will have, with ten (10) days written notice, the option of applying a service charge on the delinquent amounts equaling one percent (1%) per month from the listed due date.
- E. **User Licenses.** This price includes the number of licenses stated in Item II.A. If the application is subsequently needed by additional users, Agency shall contact Vendor to determine the additional fee.
- F. **New Software Products.** From time to time the Vendor will develop product upgrades or enhancements for Vendor's entire customer base. Vendor reserves the right to increase subscription fees when a set of enhancements is deemed significant due to a large investment of time and effort on the part of the vendor.

III. VENDOR OBLIGATIONS. Vendor will provide to Agency the following:

- A. **APPLICATION.** Vendor will provide access to a public web server containing the application.
- B. **SETUP/TRAINING.** Setup/Training includes the following:
1. Assistance by email, telephone, and virtual webinars developing customized dropdowns and initial Pathway design, and covering installation issues.
 2. Basic training will be provided via online tutorials, virtual webinars and telephone conference. This training will cover all features available in the application at the time of installation. Onsite training is available at additional cost, when specifically requested by the Agency.
- C. **SUPPORT.** Support will include but is not limited to the following:
1. Telephone, email, fax, and web-based support, to answer questions and assist in resolving problems. Support is available from 8 am to 5 pm CT, Monday through Friday.

2. Application updates, either to fix problems in the application, or, at the discretion of the Vendor, to provide additional application features.
3. Revisions to comply with changes in existing state and federal requirements, if the application currently contains functionality to meet those state and federal requirements.
4. Champ implements an annual minimum COLA of 3% or higher if the US Department of Labor Bureau of Labor Statistics defines the Cost of Living Increase for any given year, as greater than 3%.
5. The application provides a warning screen with a sign-off to protect an agency from inadvertently deleting a record. If the agency decides to delete the record and then wants it restored, Champ will restore it for the agency at a cost of \$150 hourly for the hours incurred. This process could take 4 to 8 hours.

IV. WARRANTY AND INDEMNITY

- A. Vendor warrants that the application was developed by Vendor and that it does not infringe upon a known copyright, patent or trade secret. Vendor's liability shall be limited to replacement or repair of any defective product. Both Vendor and Agency waive any claims for consequential damages.
- B. Agency acknowledges that the application is of such complexity that it may contain inherent defects and agrees that as Vendor's liability and as Agency's remedy, Vendor will provide all reasonable programming services free of charge to correct documented code errors which diagnoses indicate were caused by defects in an unaltered version of the installed application.

V. TERMINATION

- A. **Vendor Default.** In the event that Vendor should terminate this agreement and fail or refuse to provide support and maintenance for the application while Vendor offers such service to any of its customers or Vendor shall fail and/or refuse to offer support and maintenance services for the application to Agency whether for reasons of bankruptcy, receivership, termination of business or for any other reason, Agency shall be entitled to receive and use the source code and documentation for the application. This provision shall not apply in the event the current product becomes outdated, and Vendor develops a replacement product with superior technology.
- B. **Material Breach.** In the event of a material breach or default by Vendor or Agency in the performance of this agreement, the aggrieved party shall give written notice to the other party specifying the nature and extent of the breach. The party in breach or default shall have 30 days thereafter to cure any such curable breach or default. If such breach or default is not cured within said 30-day period, the termination of this agreement shall become effective on the 45th day following said written notice.
- C. **Termination.** Agency may terminate this agreement at any time if not satisfied with Vendor's performance or for any other reason, by providing Vendor with 45 days written notice by certified mail.

- D. **Agency Owns Their Data.** All parties understand that the Nightingale Notes application is the property of the Vendor. The Agency owns their data, which they have stored in the database. In the event of termination, a copy of the Agency's data will be provided by the Vendor to the Agency upon request. A \$1,200 one-time fee will be invoiced to the Agency to cover the cost for creating the data file.

VI. GENERAL PROVISIONS

- A. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, as to the subject matter of this agreement. Neither party shall be bound by any conditions, warranties or representations except as expressly provided in this agreement.
- B. By this Agreement, the Agency is acquiring from Vendor a product in the form of a non-exclusive license to use certain software known as Nightingale Notes. The Vendor is not acting as a contractor for services and therefor is not subject to the Agency's standard and customary requirements for a contractor.
- C. No provision of this agreement may be waived, altered, changed, modified, amended or extended unless in writing signed by both parties.
- D. This agreement shall be binding upon the heirs, assigns and successors of Vendor and Agency.
- E. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- F. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- G. Any notice required or permitted to be given by any party under this agreement will be made in writing and delivered by hand or by certified mail, postage prepaid, address as first set forth above or to such other address as a party shall designate in writing to the other party.
- H. The headings used in this agreement are for convenience only and do not affect the substantive meaning of any provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their duly authorized representatives as of the date first above written.

VENDOR: Champ Software Inc

AGENCY: City of Greenfield Health Department

By: _____

Scott Dunnewind, CEO

_____, _____
(Printed Name) (Title)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into by and between Champ Software, Inc. ("Business Associate") and City of Greenfield Health Department, WI ("Covered Entity") in order to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (statute and regulations collectively referred to as "HIPAA").

RECITALS

Business Associate provides services ("Services") to Covered Entity that involve the creation, use, or disclosure of PHI under one or more agreements (each an "Underlying Agreement") and that are defined in HIPAA as business associate services.

Covered Entity and Business Associate are required by HIPAA to enter into a Business Associate Agreement with respect to the Services.

STATEMENT OF AGREEMENT

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of the Covered Entity unless otherwise stated.

2. Compliance and Agents. Business Associate agrees that to the extent it has access to PHI, Business Associate will comply with the requirements of this Agreement with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, to whom Business Associate provides PHI received from, or created or received by Covered Entity will enter into a business associate agreement with Business Associate that includes the same restrictions and conditions as set forth in this Agreement. If Business Associate is required to carry out an obligation of Covered Entity under HIPAA, Business Associate will comply with applicable requirements of HIPAA that apply to Covered Entity in the performance of that obligation.

3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement or as required by law. Business Associate's use and disclosure of PHI shall comply with the provisions of HIPAA applicable to business associates. Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform Services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, and (c) to provide data aggregation functions to or for the benefit of Covered Entity. Business Associate may de-identify PHI. Business Associate may use the PHI received by it, if necessary, to manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it to manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person agrees to notify the Business Associate of any instances of which the person is aware that the confidentiality of the PHI has been breached. Covered Entity shall not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate physical, administrative, and technical safeguards as required by 45 CFR §§164.308-164.316,

sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

5. Minimum Necessary. To the extent required by HIPAA, Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware.

7. Individual Access. In accordance with an individual's right to access to their own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in any Covered Entity's notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. Security Breach Notification. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 CFR §164.402, notify Covered Entity of such breach within 15 business days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach and other information required by HIPAA.

13. Term. This Agreement shall take effect on the effective date of the Underlying Agreement, and shall continue in effect unless and until either party terminates the Underlying Agreement.

14. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Business Associate and Covered Entity shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of the Underlying Agreement. All non-conflicting terms and conditions of the Underlying Agreement shall remain in full force and effect. Any ambiguity in this Agreement with respect to the Underlying Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement on the day and year first written below.

COVERED ENTITY

By _____
Print Name _____
Its _____

CHAMP SOFTWARE, INC.

By _____
Print Name _____
Its _____



CALVIN UNIVERSITY INTERNSHIP AGREEMENT

This agreement is by and between Calvin University, hereafter called "University," and **EMPLOYER NAME**, hereafter called "Agency." Whereas, the University, desires the privilege of providing a professional experience in the Agency, and, whereas, the parties desire to set forth the essential points of their agreement in writing, it is understood and agreed between the parties as follows:

A. The University:

1. Agrees to keep the Agency advised concerning the objectives of the University.
2. Is responsible for posting internship openings for the Agency and will advise students of the expectation that they fulfill obligations to the Agency. At a minimum, this includes completing a specific number of hours per week as stated by the Agency during the period of placement (typically 8 weeks).
3. Will assign a faculty liaison to each student who is receiving University credit. Students will participate in a practicum course that will include reflections, case studies, presentation, discussions of ethics, professional conduct and expectation, and current topics in public health.
4. Agrees to indemnify and save harmless the Agency from any and all liability occasioned by actions or omissions of students and/or faculty in the performance of this Agreement.

B. The Agency:

1. Is responsible for selecting a student who fits the Agency's needs.
2. Agrees to provide the student with a work experience that builds the student's skills and knowledge in his or her field of study while giving practical applications to build on and enhance the student's academic coursework.
3. Will provide use of its facilities and resources appropriate to meet the student's learning objectives.
4. Will provide the student with an orientation to its philosophy, policies, and procedures.
5. Agrees to provide an Agency Supervisor who is an expert in the relevant field and is responsible for providing sufficient supervision of the student, including setting goals and evaluating performance.
6. Agrees to indemnify and save harmless the University from any and all liability occasioned by actions or omissions of the Agency.
7. Agrees to provide a safe work environment for the student.
8. Agrees that in selecting a student, Agency will not discriminate on the basis of race, color, national origin, age, religion, disability, gender, marital status, sexual orientation or other characteristics protected by federal, state or local statute or ordinance.
9. Agrees that if a student selected by Agency is paid by Agency for his or her services, Agency will maintain the exclusive responsibility for (a) processing and payment of wages, (b) withholding, reporting and payment of applicable payroll taxes, (c) compliance with workers' compensation coverage requirements, and (d) all other employer liabilities or responsibilities.

C. The Agency, in consultation with the Employer Relations Manager, shall have the right to request the termination or withdrawal of any student whose performance may be unsatisfactory to the Agency. The University shall have the right to remove a student from a placement if determined by the University to be in the University's or student's best interest.

D. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

E. It is mutually understood and agreed that the relationship between University and Agency is that of independent contractors in performing their duties under this agreement.

In witness whereof, under authority of their governing bodies, the parties hereto have affixed their signatures.

Agency Administrator

Date

Calvin Employer Relations Manager

Date

Please return to: Courtney Banks-Tatum, cbt4@calvin.edu, fax: 616.526.6502
or mail to: Calvin University Career Center, 1855 Knollcrest Circle SE, Grand Rapids, MI 49546



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a purchase order for the project 2228, Salt Dome Rehabilitation with Holton Brothers Contractors in the amount of \$ 67,815.00.

SUMMARY:

The salt dome is in need to minor structural repairs, tuck pointing, and painting.

On June 1, 2023, proposals were opened for the project 2228, Salt Dome Rehabilitation. The results are as follows:

Contractor	Amount
-----	-----
Holton Brothers Contractors	\$ 67,815.00
Osseo Construction Company	\$ 146,200.00
TMI Coatings, Inc.	\$ 184,700.00

FINANCIAL:

This project fully funded.

RECOMMENDATION:

Approve a purchase order for the project 2228, Salt Dome Rehabilitation with Holton Brothers Contractors in the amount of \$ 67,815.00.

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 20, 2023

RELATING TO:

Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2022 Compliance Maintenance Annual Report (CMAR).

SUMMARY:

Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems (Sanitary Sewers) to submit a Compliance Maintenance Annual Report (CMAR) with a Resolution verifying Common Council review, statement of corrective actions, if necessary, and authorization of submittal.

The 2022 Compliance Maintenance Annual Report (CMAR) is due to the Wisconsin Department of Natural Resources by June 30th, 2023.

The report was prepared by the Engineering Division with additional information provided by Finance and Public Works. The City of Greenfield received the highest grade (letter A, and 4.0 grade points) and therefore we are not required to submit corrective actions.

FINANCIAL:

RECOMENDATION:

Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2022 Compliance Maintenance Annual Report (CMAR).

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

RESOLUTION NO.

RESOLUTION VERIFYING REVIEW AND AUTHORIZING SUBMITTAL OF THE
2022 WISCONSIN DEPARTMENT OF NATURAL RESOURCES
COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR),

WHEREAS, Public sanitary sewer collection is a basic responsibility of local, county and state governments; and

WHEREAS, It is the responsibility of local, county and state governments to properly operate and manage wastewater collection systems so as to protect public safety and health; and

WHEREAS, Proper inspection, rehabilitation, and operation and maintenance of the sanitary sewer collection system would promote cost-effective performance of the system over its design life; and

WHEREAS, Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems to submit a Compliance Maintenance Annual Report (CMAR) with a resolution verifying Common Council review, statement of corrective actions if necessary and authorization of submittal.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Greenfield hereby verifies its review and authorizes the submittal of the 2022 Compliance Maintenance Annual Report (CMAR) for the City of Greenfield.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Wisconsin Department of Natural Resources (DNR).

PASSED AND ADOPTED by the Common Council of the City of Greenfield on this 20th day of June, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/25/2023 2022

Financial Management

1. Provider of Financial Information Name: Paula Schafer Telephone: 4143295283 (XXX) XXX-XXXX E-Mail Address (optional): PaulaS@greenfieldwi.us		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2022 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2022 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) 3.2.3 Adjusted January 1st Beginning Balance 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 438,105.00 \$ 0.00 \$ 438,105.00 \$ 75,468.00

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/25/2023 2022

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 513,573.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Not applicable

3.3 What amount should be in your Replacement Fund? \$ 515,573.00

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Greenfield PPI/I program (2017#11). MMSD, on behalf of Greenfield, has agreed to complete PPII investigations of up to 76 residential homesites and eventually create a PPII rehabilitation project. Estimated costs for completing the investigation and preparing the rehabilitation bid package is \$37,019. Potential rehabilitation is estimated at \$790,559 and will be further verified once investigations are completed and full rehabilitation project scope is known.	\$827,578	2023
2	Equipment replacement. Sanitary sewer support truck.	\$50,000	2025
3	Sanitary sewer installation project (92nd St Bypass). Joint sewer project with private developer to the benefit of both parties. Final details and cost split has yet to be determined.	\$1,360,000	2023
4	Sanitary MH Inspection (2023 #4). Inspection of 371 sanitary MHs +/- . Inspection currently underway.	\$48,300	2023
5	Sanitary sewer main assessment and rehabilitation project (2023 #5). A project to review 58,000 LF +/- of City sewer sanitary mains to determine main line rehabilitation scope and cost. Once assessed, City will likely transition into a multi-year mainline rehabilitation program.	\$30,100	2023
6	2022 #29. Sanitary sewer spot repair relay project for 135 LF of City sewer main. Design and management costs = \$62,500. Construction costs = Construction costs = \$157,780. Rehabilitation will take place in 2023.	\$220,280	2023
7	Equipment replacement. Power sweeper/scrubber	\$85,800	2023

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
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8	Equipment replacement. Computer server	\$35,000	2023
9	2022 # 26. Sanitary sewer lining project of 6,050 LF of City sewer main. Design and management costs \$37,500. Construction costs \$233,572. Rehabilitation will take place in 2023.	\$271,072	2023

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	0
February	0	0
March	0	0
April	0	0
May	0	0
June	0	0
July	0	0
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0
Total	0	0
Average	0	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
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6.2.2 Comments:	
6.3 Has an Energy Study been performed for your pump/lift stations? ☒ No ☐ Yes Year: By Whom: Describe and Comment:	
6.4 Future Energy Related Equipment 6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/25/2023 2022

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- 1) Comply with WPDES permit containing SSO's
2) Minimize the occurrences of preventable overflows
3) Minimize the life cycle ownerships costs of the collection system
4) Improve or maintain system reliability
5) Reduce the potential threat to human health from SSO's
6) Provide adequate capacity to convey peak flow and manage I/I
7) Protect collection system worker health and safety
8) Operate a continuous CMOM program

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Greenfield Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2008-07-15

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/25/2023 **2022**

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	27.1	% of system/year
Root removal	27.1	% of system/year
Flow monitoring	3.4	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	17.3	% of system/year
Manhole inspections	11.8	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	1.2	% of manholes rehabbed
Mainline rehabilitation		

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Greenfield Sewage Collection System

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2022

	0.002	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	100	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

34.6	Total actual amount of precipitation last year in inches
34.6	Annual average precipitation (for your location)
149.5	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
1	Number of basement backup occurrences
27	Number of complaints
4.8	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.01	Basement backups (number/sewer mile)
0.18	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
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5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ☐ Yes ☒ No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: The City is still waiting (since 2019) for MMSD to determine if it will allow CIPP lining as a rehab technique for private property I/I lateral rehabilitation. MMSD is the primary funding source for our private property I/I program. In 2022, MMSD notified Greenfield that we no longer have any non-compliant metersheds. 5.4 What is being done to address infiltration/inflow in your collection system? The City continues to follow standards, accepted practices and procedures for operation and maintaining its collection system. The City is following an 8-year cleaning and televising program where all public mains are TV'd once every 8 years and cleaned once every 4 years. CCTV is our primary means of rating pipes for structural and I/I deficiencies. Using sewer main assessment and rating data, the City is working to develop a long-range sanitary sewer main rehabilitation plan to address needs in our system due to aging infrastructure. The City is working to develop a long-range sanitary sewer MH inspection and rehabilitation plan.

Total Points Generated	-
Score (100 - Total Points Generated)	-
Section Grade	-

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	-			
TOTALS			1	4
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = -

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND
BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 8 ,
CITY OF GREENFIELD, WISCONSIN

WHEREAS, the City of Greenfield (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and,

WHEREAS, Tax Incremental District No. 8 (the “District”) was created by the City on May 4, 2021; and,

WHEREAS, the City now desires to amend the Project Plan of the District (the “Amendment”) in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and,

WHEREAS, such Amendment will:

- a. Add territory from the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Amend the categories, locations, or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and,

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Milwaukee County, the Greenfield School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and,

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property located within the territory proposed to be added to the District; and,

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Community Development Authority of the City of Greenfield (the "CDA"), on June 20, 2023 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and,

WHEREAS, after said public hearing, the CDA designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that:

1. The boundaries of the District named "Tax Incremental District No. 8 , City of Greenfield", are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2023.
4. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
 - (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, a blighted area district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District. There are no additional improvements as a result of this amendment.
 - (e) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

- (f) That there are no parcels to be added to the District that were annexed by the City within the preceding three-year period.
 - (g) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (h) Project costs relate directly to promoting elimination of blight within the area consistent with the purpose for which the District was created. Project costs will not change as a result of this amendment. Prior, and any remaining project costs to be incurred have or will directly promote elimination of blight, consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 8 , City of Greenfield" (see Exhibit B), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2023, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of _____, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 8 AMENDMENT
CITY OF GREENFIELD**

That part of the Southwest 1/4 of Section 24, in Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows, to-wit:
Commencing at a point on the West line and 1184.25 feet North of the Southwest corner of said 1/4 Section; thence North 42° East on a line 515.74 feet to the place of beginning of the land to be described; thence North 42° East along the center line of the Loomis Road 116.90 feet to a point; thence South 56° 46' East on a line 641.66 feet to a point; thence South 89° 2' West on a line 205.56 feet to a point; thence North 56° 46' West on a line 489.46 feet to the place of beginning.

Excepting those parts conveyed to Milwaukee County in Quit Claim Deed recorded on February 23, 1966, as Document No. 4238882.

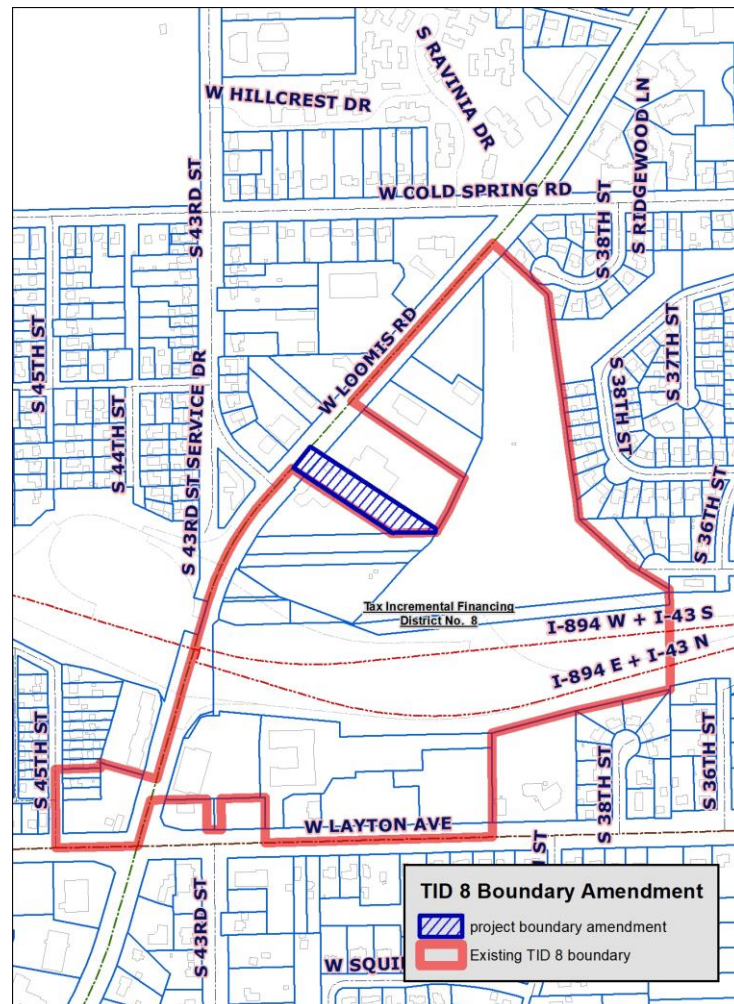


EXHIBIT B -

PROJECT PLAN

[SEE ATTACHED]

June 6, 2023

PROJECT PLAN AMENDMENT

City of Greenfield, Wisconsin

Tax Incremental District No. 8

I-894 Interchange & Loomis



Prepared by:

Ehlers

N19W24400 Riverwood Drive,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting:	June 20, 2023
CDA Public Hearing:	June 20, 2023
Consideration for Approval by CDA:	June 20, 2023
Consideration for Adoption by Common Council:	June 20, 2023
Approval by the Joint Review Board:	TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 8 (“District”) is an approximate 45.4 - acre (after amendment) Blighted Area District created on May 4, 2021. The District located in northeast quadrant of the I-894 Interchange and Loomis Road (the DOT Park & Ride area) as well as the area on both sides of Loomis south of the Interchange and running east along Layton Avenue. The District was created to pay incentives for hard and soft development costs, internal and offsite City public infrastructure improvements, capitalized interest, administration, and financing cost needed (“Project”) to be developed by Cobalt Partners (“Developer”). In addition to the incremental property value that will be created, the City expects the Project will result in the sound development and redevelopment in the area.

In the fall of 2022, District No. 8 became a recipient district from District No. 6. District No. 6 is the “84th Street South” District that has been very successful. District No. 6 is expected to provide District No. 8 \$750,000/year, totaling \$16 million between 2023-2043.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District. The amendment adds one additional parcel, currently at 4145 W. Loomis Road. The new parcel, commonly referred to as “the Locksmith’s” adds 1.34 acres to the District.

Estimated Total Project Cost Expenditures

The City anticipates making total expenditures of approximately \$62.6 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include approximately \$15.8 million in initial land acquisition and incentives in 2021, \$8.125 million for developer incentives to construct City public infrastructure in 2022, \$7.5 million for multi-family Phase 1A developer incentives, \$10.085 million for business park/logistics/flex areas A-D developer incentives, and \$4.85 million for medical office incentives in 2023, and \$5.5

million for multi-family Phase 1B developer incentives and \$9.5 million for multi-family Phase 2 developer incentives. It also includes approximately \$316,000 for cost of issuance associated with the Series 2021B Taxable General Obligation Bonds, approximately \$1.5 million in capitalized interest for the Series 2021B Bonds, approximately \$4.0 million in net interest cost (total interest less capitalized interest), approximately \$371,000 for City administration and \$556,000 in professional services.

Incremental Valuation

The City projects that new land and improvements value of approximately \$110.5 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 25 years of its allowable 27 years. TID closure is projected in 2046.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The Developer’s representation that the Project is not economically viable without public participation based on extraordinary costs associated with demolition of structures and redevelopment of existing sites.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% (55.88%) by area of the real property within the District, as amended, is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1., or was a blighted area at the time the District was created.
5. Based on the foregoing finding, the District remains designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

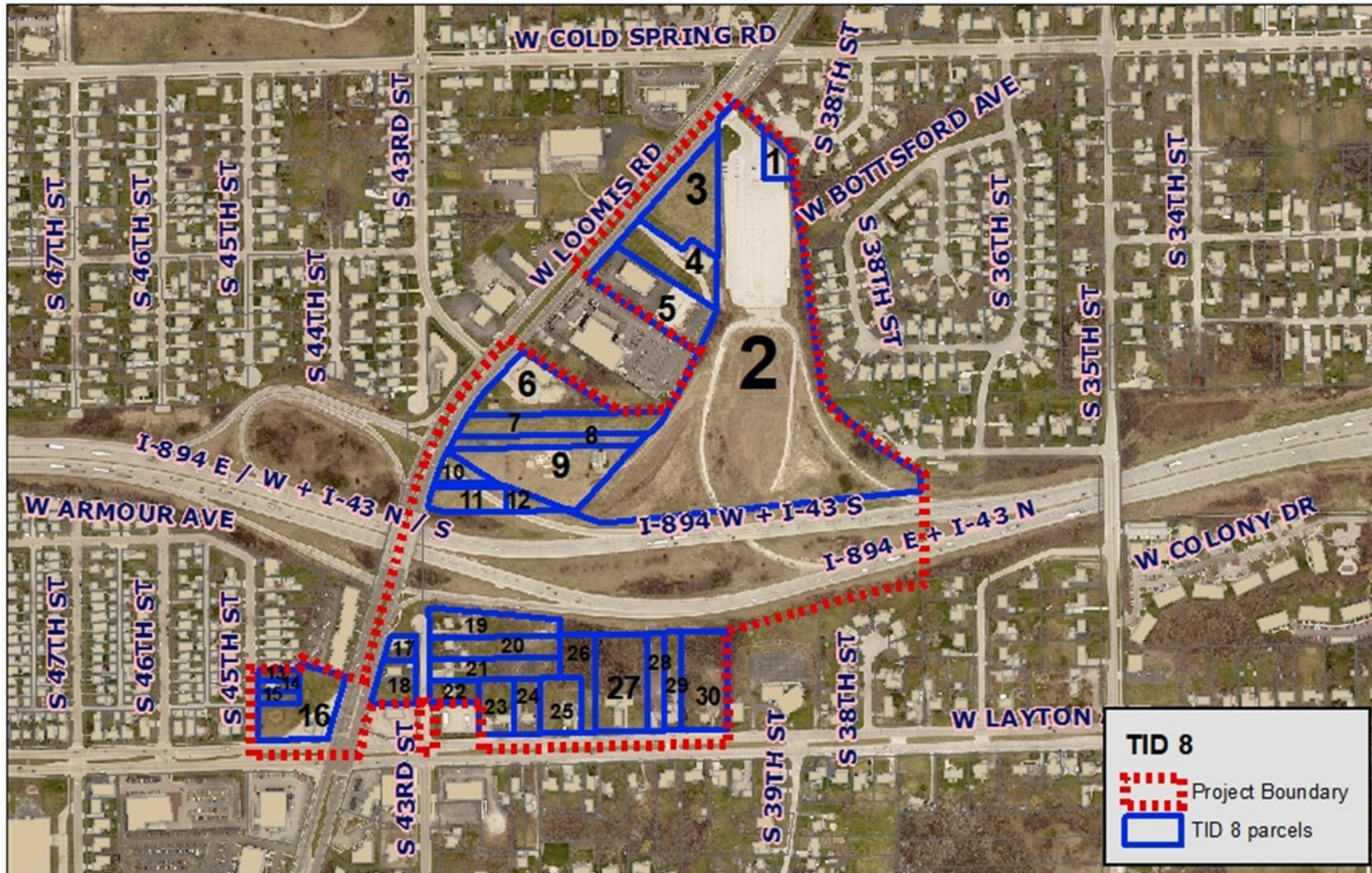
SECTION 2:

Preliminary Map of Original District Boundary and Territory to be Added

Map Found on Following Page.

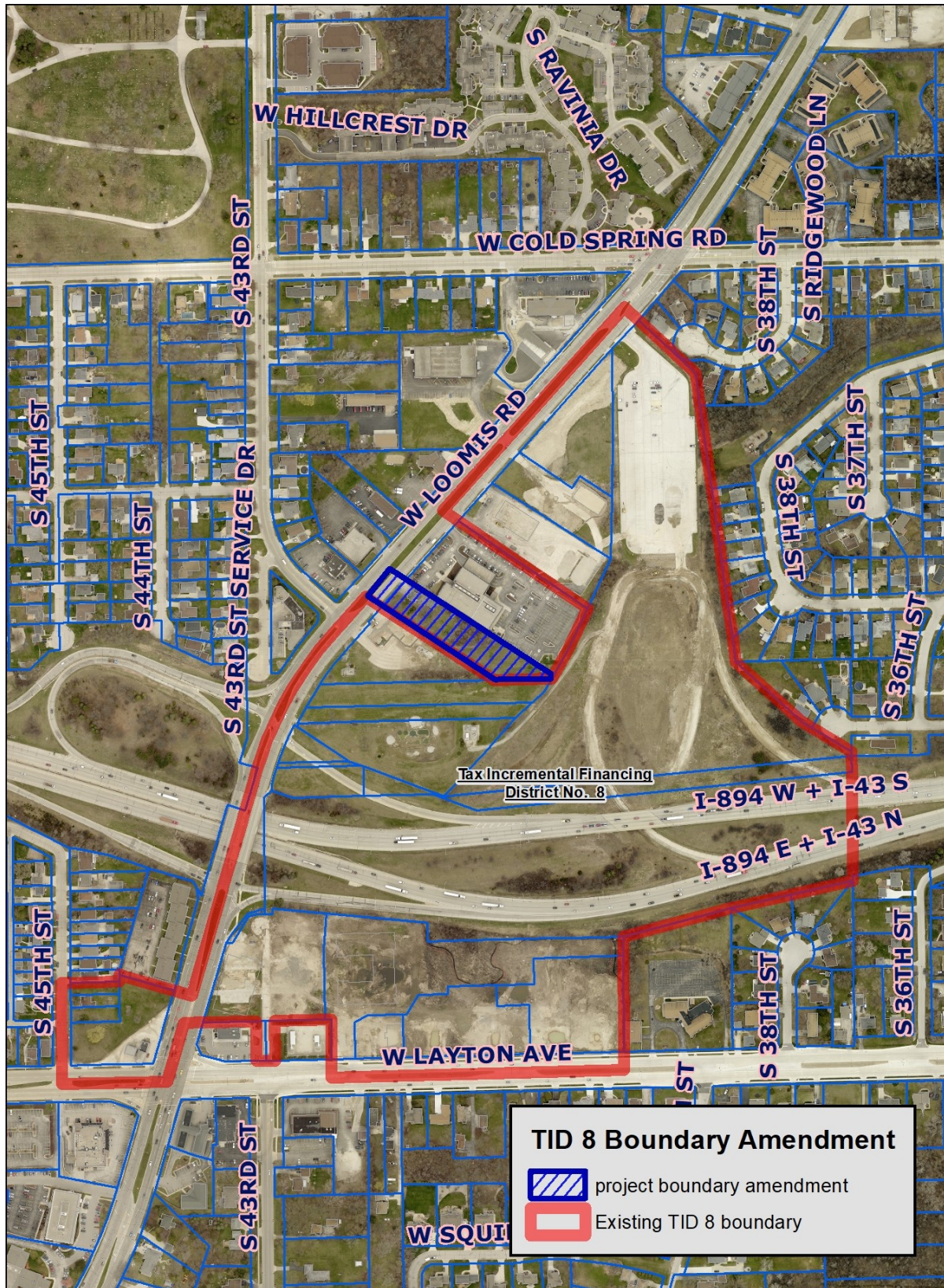
To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

Original TID 8 Parcel Identification Map



[illegible]

TID 8 Parcel Identification Map with Amendment – Aerial View



SECTION 3:

Map Showing Existing Uses and Conditions Within the Territory to be Added

Map Found on Following Page.

Map Found on Second Following Page Identifies the Blighted Parcels.

TID 8 Boundary Amendment
Existing Land Uses

- Light Industrial
- Existing TID 8 boundary

TID 8 Blighted Parcel Identification



SECTION 4:

Preliminary Identification of Parcel to be Added

City of Greenfield																			
TID 8 Amendment																			
Base Property Information																			
Property Information					Assessment Information				Equalized Value					District Classification				District Classification	
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Suitable for Mixed Use	Blighted	Vacant
1	600-0081-004	None	WisDOT	0.35													0.00	0.35	0.35
2	600-0081-009	None	WisDOT	16.00													0.00	16.00	16.00
3	600-9960-004	4001 W. Loomis Rd.	City of Greenfield	1.75													0.00	1.75	1.75
4	600-9960-003	4047 W. Loomis Rd.	Park Hill, LLC	1.35											1.35		1.35		0.00
5	600-9962-001	4061 W. Loomis Rd.	Park Hill, LLC	2.11											2.11		2.11		0.00
6	600-9967-001	4205 W. Loomis Rd.	Daniel Boyung	1.58											1.58		1.58		0.00
7	600-9958-001	4239 W. Loomis Rd.	City of Greenfield	1.30													0.00	1.30	1.30
8	600-9957-002	4253 W. Loomis Rd.	City of Greenfield	0.98													0.00	0.98	0.98
9	600-9956-007	None	WisDOT	0.74													0.00		0.74
10	600-9955-005	None	WisDOT	0.65													0.00		0.65
11	600-9955-007	None	WisDOT	2.10													0.00		2.10
12	601-0393-000	46** S. 45 St.	Kiriaki, Inc.	0.15													0.00		0.15
13	601-0392-000	4670 S. 45 St.	Kiriaki, Inc.	0.15												0.15	0.15		
14	601-0391-000	4674 S. 45 St.	Kiriaki, Inc.	0.18													0.00		0.18
15	601-0381-001	4390 W. Loomis Rd.	Kiriaki, Inc.	1.37													0.00	1.37	0.00
16	601-9854-001	4365 W. Loomis Rd.	Cobalt Development Holdings, LLC	0.26											0.26		0.26		
17	601-9853-001	4377 W. Loomis Rd.	MHS Properties, LLC	0.60											0.6		0.60		0.00
18	600-9951-001	4650 S. 43 St.	Jose Luis Gonzalez DBA Friends Landscaping	0.90												0.9	0.90		
19	600-9950-000	4658 S. 43 St.	Steven D. Petrovich	0.94												0.94	0.94		
20	600-9949-000	4666 S. 43 St.	Dorothy G. Schmidt Revocable Trust	0.94												0.94	0.94		
21	600-9948-000	4676 S. 43 St.	Christine Hallen	0.34												0.34	0.34		
22	600-9946-000	4200 W. Layton Ave.	Robert R. and Carol R. Engler Revocable Living Trust	0.65											0.65		0.65		
23	600-9945-000	4110 W. Layton Ave.	TCB Development Co, LLC	0.49												0.49	0.49		
24	600-9944-000	4142 W. Latyon Ave.	TCB Development Co, LLC	0.76												0.76	0.76		0.76
25	600-9943-003	41** W. Layton Ave.	TCB Development Co, LLC	0.76													0.00		
26	600-9943-002	4040 W. Layton Ave.	TCB Development Co, LLC	1.73												1.73	1.73		
27	600-9942-001	4010 W. Layton Ave.	TCB Development Co, LLC	0.57												0.57	0.57		0.57
28	600-9941-001	4000 W. Layton Ave.	TCB Development Co, LLC	0.56												0.56	0.56		0.56
29	600-9939-001	3910 W. Layton Ave.	TCB Development Co, LLC	1.54												1.54	1.54		1.54
30	600-9956-006	4267 W. Loomis Rd.	City of Greenfield	2.30													0.00	2.30	2.30
EXISTING TID 8		Total Acreage		44.10									13,086,700		6.55	8.92	15.47	24.05	29.93
															14.85%	20.23%	35.08%	54.54%	67.87%
Parcel Being Added With Amendment																			
31	600-9966-001	4145 W. Loomis Road	Timothy S. Boyea	1.34	225,000	69,600	440	295,040	74.29%	302,867	93,687	592	397,147					1.34	
		Total Acreage		45.44									13,483,847		6.55	8.92	15.47	25.39	29.93
															14.41%	19.63%	34.04%	55.88%	65.87%

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$341,213,247. This value is less than the maximum of \$486,438,060 in equalized value that is permitted for the City. The City retains \$145,224,813 in additional TID capacity.

City of Greenfield, Wisconsin					
Tax Increment District #8					
Valuation Test Compliance Calculation					
District Creation Date			5/14/2021		
District Amendment Date			6/20/2023		
			Valuation Data		
			Currently Available		
			2022		
Total EV (TID In)			4,053,650,500		
12% Test			486,438,060		
Increment of Existing TIDs					
	TID #2		64,645,900		
	TID #4		48,141,600		
	TID #6		205,334,500		
	TID #7		16,155,100		
	TID #9		6,539,000		
Total Existing Increment			340,816,100		
Projected Base of New or Amended District			397,147		
Less Value of Any Underlying TID Parcels			0		
Total Value Subject to 12% Test			341,213,247		
Compliance			PASS		

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on May 4, 2021 remain the same.

Within the District

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District’s Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number, and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development, the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate, and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate, and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of

relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild, or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Wis. Stat. § 66.1105(2)(f)1 k.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild, or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild, or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild, or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and

removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

The City anticipates approximately \$1 million in public transportation improvements within the boundary of the District will be required.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

The City anticipates financing the District's project costs and Development Incentives through a combination of City GO Bonds and a Pay-As-You-Go (PAYGO) Municipal Revenue Obligation (MRO). Phase I Development Incentives resulted in \$16,640,000 in a 20-year TAXABLE GO Bond issued in 2021. The issue included \$1,487,623 in capitalized interest to cover interest only payments in 2022-2024 to provide time for development to occur and incremental revenue to be collected.

Additional PAYGO-MROs anticipated as Development Incentives include:

<u>Year</u>	<u>Development Incentive</u>	<u>Purpose</u>
2022	\$ 8,125,000	Infrastructure
Sub-Total	\$ 8,125,000	
2023	\$ 5,500,000	Multiple-Family Phase 1B
	\$ 9,500,000	Business Park
	\$ 4,850,000	Medical Office Building
Sub-Total	\$ 19,850,000	
2024	\$ 7,500,000	Multi-Family Phase 1A
	\$ 9,500,000	Multi-Family Phase 2
Sub-Total	\$ 17,000,000	
<u>TOTAL</u>	<u>\$ 44,975,000</u>	

The \$44,975,000 PAYGO-MROs are anticipated to be issued between the City and the Developer in phases at 0% interest and could allow the Developer to recoup eligible Project Costs over time. The MRO payments are anticipated to run from 2023-2049.

The actual terms of any PAYGO-MRO would be subject to a Developer's Agreement negotiated and agreed to by the City and the Developer and may differ from those listed above.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

<u>Offsite Projects</u>	<u>Estimate</u>
Sidewalk Improvements Along Layton Ave	\$ 225,000
Street Light Improvements Along Layton Ave	\$ 125,000
Traffic Signal Improvements - 43rd St & Cold Spring	\$ 150,000
Sidewalk Improvements Along 43rd St	\$ 150,000
Street Light Improvements Along 43rd St	\$ 80,000
Street Light Improvements Along Loomis Road	\$ 200,000
Bus Shelter	\$ 20,000
<u>Stormwater Improvements</u>	<u>\$ 250,000</u>
TOTAL	\$ 1,200,000
Project cost estimates are 50% of actual project cost to reflect benefit to the District. Stormwater Improvements are listed at 25%.	

The City now anticipates the Developer undertaking the City infrastructure improvements both within and outside the District as part of their construction activities. The City anticipates providing an \$8.125 million MRO as a Development Incentive to pay for City infrastructure improvements both within and outside the District.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs.

Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

The City anticipates \$145,000 in administrative costs associated with the District throughout its life.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

The City issued \$16,640,000 in Taxable General Obligation Bonds in 2021 to pay the Wisconsin Department of Transportation (WisDOT) for the vacant interchange and Park & Ride land, as well as to provide Development Incentives for other land acquisition. The issue included \$15,800,000 for project costs, \$316,454 in Cost of Issuance (COI) and capitalized \$1,487,623 in interest to cover the 2022-2024 interest only payments to provide time for development to occur and incremental revenue to begin to be collected to make the payments. The net interest of 2021 Taxable GO Bonds (net of capitalized interest) will be \$3,975,195.

The other capital costs in the District will be paid by the Developer in return for multiple PAYGO-MROs. The future MROs are expected to total \$44,975,000 to be issued between the City and the Developer in phases at 0% interest and could allow the Developer to recoup eligible Project Costs over time. The MRO payments are anticipated to run from 2023-2049.

SECTION 7:

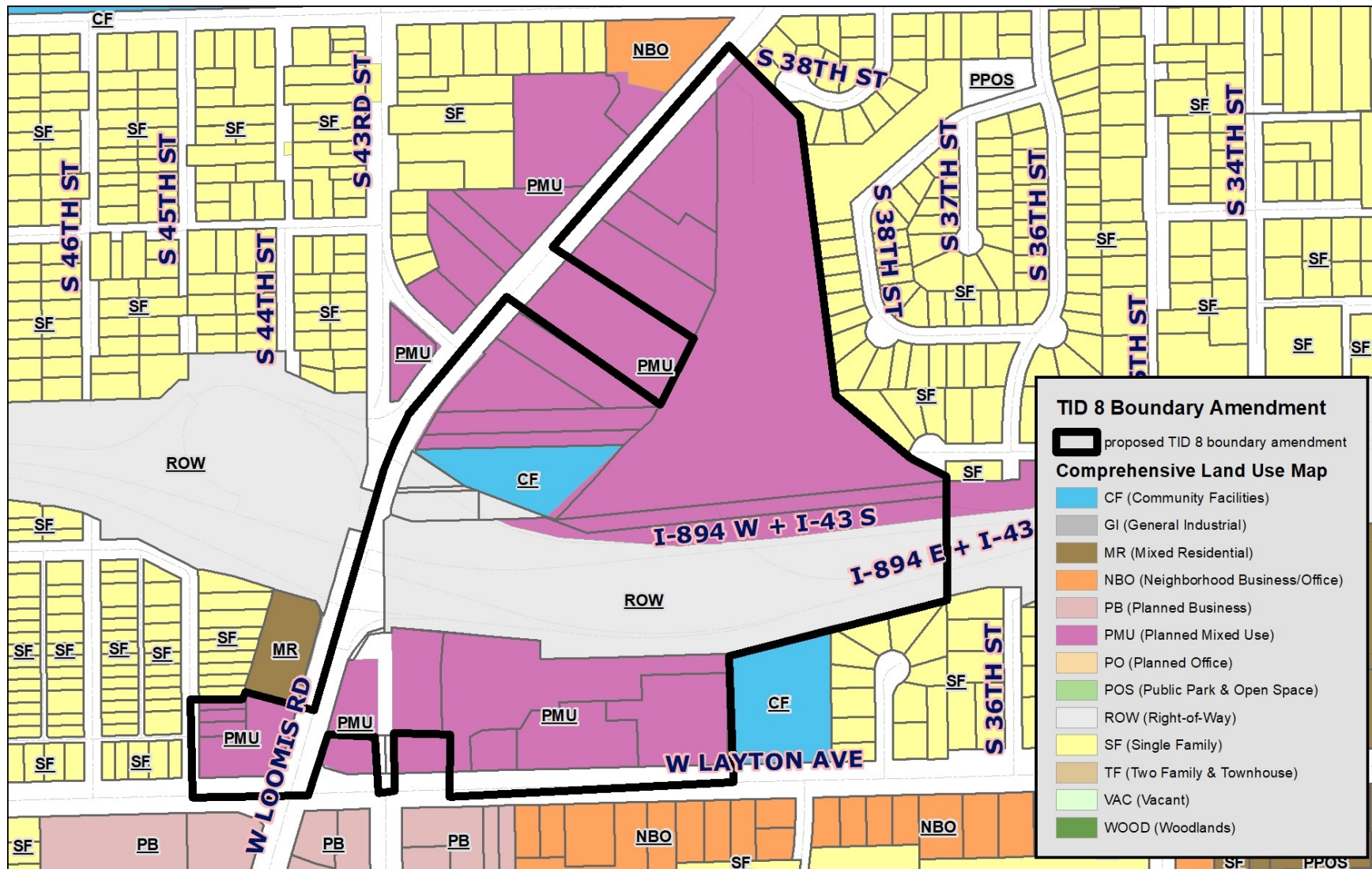
Map Showing Proposed Improvements and Uses Within the Territory to be Added

Maps Found on Following Page.

TID 8 Proposed Improvements



TID 8 Proposed Uses



SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Greenfield, Wisconsin						
Tax Increment District #8						
Estimated Project List						
		2021	2022	2023	2024	Total (Note 1)
Project ID	Project Name/Type					
1	Initial Land Acquisition/Incentives	15,800,000				15,800,000
2	Infrastructure Incentives (Note 3)		8,125,000			8,125,000
3	Multi-Family Phase 1A Incentives			7,500,000		7,500,000
4	Multi-Family Phase 1B Incentives				5,500,000	
5	Business Park/Logistics/Flex Areas A-D Incentives			10,085,000		10,085,000
6	Medical Office Incentives			4,850,000		4,850,000
7	Multi-Family Phase 2 Incentives				9,500,000	9,500,000
8	Cost of Issuance - Series 2021B	316,454				316,454
9	Capitalized Interest - Series 2021B	1,487,623				1,487,623
10	Net Interest (Note 2)	3,975,195				3,975,195
11	Debt Issuance & Administration - Life of TID				370,512	370,512
12	Professional Services - Life of TID				555,768	555,768
13	Public Infrastructure Improvements in TID			0		0
14	Off-Site Public Infrastructure Improvements	0		0		0
Total Projects		21,579,272	8,125,000	22,435,000	15,926,280	62,565,552
Notes:						
Note 1	Project costs are estimates and are subject to modification					
Note 2	Interest cost net of capitalized interest					
Note 3	Assumes 2023 Infrastructure MRO pay for City In-Tid & Offsite Infrastructure Improvement - Estimated @ \$3,514,423 provided by Developer (10/26/2022)					

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create approximately \$110.5 million in incremental value by 2025. This includes approximately \$50 million in multi-family residential, approximately \$1.1 million in retail/office space, \$11.1 million for a medical office building, and \$42.2 million in other uses (identified as Logistics/Flex) still to be determined. It also anticipates returning approximately \$6.5 million on the tax roll by selling land currently owned by WisDOT and the City to the Developer.

Estimated valuations and timing for construction of the Project are included in Table 1. Assuming the City's current (2022) equalized TID Interim tax rate of \$22.04 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate approximately \$59.6 million in incremental tax revenue over the 27-year term of the District as shown in Table 2.

The development assumptions rely on the increment and timing assumptions provided by the Developer in October 2022.

It's important to note that in 2022, Tax Increment District No. 6 (84th Street South) became a donor district to District No. 8. Between 2023-2043, District No. 6 is projected to provide District No. 8 \$16 million in donations.

The District also anticipates generating approximately \$1.1 million in interest earnings through out the life of the District (2022-2049).

City of Greenfield, Wisconsin												
Tax Increment District #8												
Development Assumptions												
Construction Year		Transfer of Ownership to Return to Tax Roll	Residential	Retail/Office	Medical Office	Logistics/Flex A	Logistics/Flex B	Logistics/Flex C	Logistics/Flex D	Annual Total	Construction Year	
1	2021	6,539,000								6,539,000	2021	1
2	2022		3,000,000	1,083,183						4,083,183	2022	2
3	2023		16,526,266		11,141,039	10,398,114	5,415,783			43,481,202	2023	3
4	2024		22,526,266			4,456,335	2,321,050	7,885,512		37,189,162	2024	4
5	2025		7,526,266					3,379,505	8,356,048	19,261,819	2025	5
6	2026									0	2026	6
7	2027									0	2027	7
8	2028									0	2028	8
9	2029									0	2029	9
10	2030									0	2030	10
11	2031									0	2031	11
12	2032									0	2032	12
13	2033									0	2033	13
14	2034									0	2034	14
15	2035									0	2035	15
16	2036									0	2036	16
17	2037									0	2037	17
18	2038									0	2038	18
19	2039									0	2039	19
20	2040									0	2040	20
21	2041									0	2041	21
22	2042									0	2042	22
23	2043									0	2043	23
24	2044									0	2044	24
25	2045									0	2045	25
26	2046									0	2046	26
27	2047									0	2047	27
Totals		6,539,000	49,578,798	1,083,183	11,141,039	14,854,449	7,736,832	11,265,016	8,356,048	110,554,366		
Notes:												
Net 2022 Tax Roll of returned DOT Park & Ride and 3 City owned parcels to the Tax Roll												
Utilizes Developer's assumptions on Assessed Value - provided 10/31/2022												
Development assumptions based on projected Assessed Value & City's 2021 Fair Market Ratio of: 74.29%												
Assumes 0% Inflationary Adjustment in Equalized Values												
Assumes Medical Office Building built in 2023												

Table 1 – Development Assumptions

City of Greenfield, Wisconsin											
Tax Increment District #8											
Tax Increment Projection Worksheet											
Type of District	Blighted Area			Base Value	6,547,700						
District Creation Date	May 1, 2021			Appreciation Factor	0.00%		Apply to Base Value				
Valuation Date	Jan 1,	2021		2022 Base Tax Rate	\$22.04						
Max Life (Years)	27			Rate Adjustment Factor							
Expenditure Period/Termination	22	5/1/2043									
Revenue Periods/Final Year	27	2049									
Extension Eligibility/Years	Yes	3		Tax Exempt Discount Rate							
Eligible Recipient District	Yes			Taxable Discount Rate	1.50%						
	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation	
1	2021	6,539,000	2022	0	6,539,000	2023	\$22.04	144,092	144,092	137,798	
2	2022	4,083,183	2023	0	10,622,183	2024	\$22.04	234,069	378,161	358,334	
3	2023	43,481,202	2024	0	54,103,385	2025	\$22.04	1,192,213	1,570,375	1,465,018	
4	2024	37,189,162	2025	0	91,292,547	2026	\$22.04	2,011,708	3,582,082	3,304,810	
5	2025	19,261,819	2026	0	110,554,366	2027	\$22.04	2,436,158	6,018,241	5,499,854	
6	2026	0	2027	0	110,554,366	2028	\$22.04	2,436,158	8,454,399	7,662,459	
7	2027	0	2028	0	110,554,366	2029	\$22.04	2,436,158	10,890,557	9,793,104	
8	2028	0	2029	0	110,554,366	2030	\$22.04	2,436,158	13,326,715	11,892,261	
9	2029	0	2030	0	110,554,366	2031	\$22.04	2,436,158	15,762,874	13,960,397	
10	2030	0	2031	0	110,554,366	2032	\$22.04	2,436,158	18,199,032	15,997,969	
11	2031	0	2032	0	110,554,366	2033	\$22.04	2,436,158	20,635,190	18,005,429	
12	2032	0	2033	0	110,554,366	2034	\$22.04	2,436,158	23,071,348	19,983,223	
13	2033	0	2034	0	110,554,366	2035	\$22.04	2,436,158	25,507,506	21,931,787	
14	2034	0	2035	0	110,554,366	2036	\$22.04	2,436,158	27,943,665	23,851,556	
15	2035	0	2036	0	110,554,366	2037	\$22.04	2,436,158	30,379,823	25,742,953	
16	2036	0	2037	0	110,554,366	2038	\$22.04	2,436,158	32,815,981	27,606,399	
17	2037	0	2038	0	110,554,366	2039	\$22.04	2,436,158	35,252,139	29,442,306	
18	2038	0	2039	0	110,554,366	2040	\$22.04	2,436,158	37,688,297	31,251,081	
19	2039	0	2040	0	110,554,366	2041	\$22.04	2,436,158	40,124,456	33,033,126	
20	2040	0	2041	0	110,554,366	2042	\$22.04	2,436,158	42,560,614	34,788,835	
21	2041	0	2042	0	110,554,366	2043	\$22.04	2,436,158	44,996,772	37,066,377	
22	2042	0	2043	0	110,554,366	2044	\$22.04	2,436,158	47,432,930	38,796,139	
23	2043	0	2044	0	110,554,366	2045	\$22.04	2,436,158	49,869,089	40,500,339	
24	2044	0	2045	0	110,554,366	2046	\$22.04	2,436,158	52,305,247	42,179,353	
25	2045	0	2046	0	110,554,366	2047	\$22.04	2,436,158	54,741,405	43,833,555	
26	2046	0	2047	0	110,554,366	2048	\$22.04	2,436,158	57,177,563	45,463,310	
27	2047	0	2048	0	110,554,366	2049	\$22.04	2,436,158	59,613,721	47,068,980	
Totals		110,554,366	0		Future Value of Increment		59,613,721				
Notes:											
Actual results will vary depending on development, inflation of overall tax rates.											
NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).											
2021 Construction/2022 Equalized Value confirmed by WI DOR.											
Assumes 0% Inflationary Adjustment in Equalized Values											

Table 2 – Tax Increment Projection Worksheet

Financing and Implementation

The City anticipates financing the District's project costs through a combination of City GO Bonds and a Pay-As-You-Go (PAYGO) Municipal Revenue Obligation (MRO). Phase I Development Incentives resulted in \$16,640,000 in a 20-year TAXABLE GO Bond issued in 2021. The issue included \$1,487,623 in capitalized interest to cover interest only payments in 2022-2024 to provide time for development to occur and incremental revenue to be collected.

Additional PAYGO-MROs anticipated as Development Incentives include:

<u>Year</u>	<u>Development Incentive</u>	<u>Purpose</u>
2022	\$ 8,125,000	Infrastructure
Sub-Total	\$ 8,125,000	
2023	\$ 5,500,000	Multiple-Family Phase 1B
	\$ 9,500,000	Business Park
	\$ 4,850,000	Medical Office Building
Sub-Total	\$ 19,850,000	
2024	\$ 7,500,000	Multi-Family Phase 1A
	\$ 9,500,000	Multi-Family Phase 2
Sub-Total	\$ 17,000,000	
<u>TOTAL</u>	<u>\$ 44,975,000</u>	

The \$44,975,000 PAYGO-MROs are anticipated to be issued between the City and the Developer in phases at 0% interest and could allow the Developer to recoup eligible Project Costs over time. The MRO payments are anticipated to run from 2023-2049.

The actual terms of any PAYGO-MRO would be subject to a Developer's Agreement negotiated and agreed to by the City and the Developer and may differ from those listed above.

Table 3. provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2046 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

City of Greenfield, Wisconsin

Tax Increment District #8

Estimated Financing Plan

City of Greenfield, Wisconsin

Tax Increment District #8

Estimated Financing Plan

City of Greenfield, Wisconsin

Tax Increment District #8

Estimated Financing Plan

City of Greenfield, Wisconsin																			
Tax Increment District #8																			
Estimated Financing Plan																			
					Taxable G.O. Bond		Municipal Revenue Obligation (MRO)		Municipal Revenue Obligation (MRO)		Municipal Revenue Obligation (MRO)		Municipal Revenue Obligation (MRO)		Municipal Revenue Obligation (MRO)		Municipal Revenue Obligation (MRO)		
					2021 Series B		2022 - Infrastructure		2023 - Multi-Family Phase 1A		2024 - Multi-Family Phase 1B		2024 - Mutli-Family Phase 2		2023 Business Park		2023 - Medical Office Building		Totals
Projects																			
	Initial Land Acquisition/Incentives				15,800,000														15,800,000
	Infrastructure Incentives						8,125,000												8,125,000
	Multi-Family Phase 1A Incentives								7,500,000										0
	Multi-Family Phase 1B Incentives										5,500,000								
	Business Park/Logistics/Flex Areas A-D Incentives													10,085,000					10,085,000
	Medical Office Incentives															4,850,000			4,850,000
	Multi-Family Phase 2 Incentives											9,500,000							9,500,000
	CityTID In & Offsite Infrastructure																		0
	Total Project Funds				15,800,000		8,125,000		7,500,000		5,500,000		9,500,000		10,085,000		4,850,000		48,360,000
Estimated Finance Related Expenses																			
	Municipal Advisor				53,300														53,300
	Bond Counsel				23,500														23,500
	Rating Agency Fee				24,000														24,000
	Paying Agent																		0
	Underwriter Discount				12.96	215,654	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	215,654
	Reoffering Premium					(968,208)													(968,208)
	Capitalized Interest					1,487,623													1,487,623
	Total Financing Required				16,635,869		8,125,000		7,500,000		5,500,000		9,500,000		10,085,000		4,850,000		54,695,869
	Estimated Interest				0.25%	0	0.25%	0	0.25%	0	0.25%	0	0.25%	0	0.25%	0	0.25%	0	0
	Assumed spend down (months)				0		0			0		0		0		0			
	Rounding					4,112		0		0		0		0		0		0	4,112
	Net Issue Size				16,640,000		8,125,000		7,500,000		5,500,000		9,500,000		10,085,000		4,850,000		54,700,000
Notes:																			
Actual Series 2021B Taxable GO Bond Results																			
Assumes MRO's @ 0% Interest																			
Assumes 2023 Infrastructure MRO pay for City In-Tid & Offsite Infastructure Improvement - Estimated @ \$3,514,423 provided by Developer (10/26/2022)																			
All future MROs are projections and sizing and repayment schedules subject to change																			

Table 3 – Financing Plan

City of Greenfield, Wisconsin																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	TID 6 Donation	Total Revenues	Taxable G.O. Bond 16,640,000			Municipal Revenue Obligation (MRO) 8,125,000 Infrastructure			Municipal Revenue Obligation (MRO) 7,500,000 Multi-Family Phase 1A			Municipal Revenue Obligation (MRO) 5,500,000 Multi-Family Phase 1B			Municipal Revenue Obligation (MRO) 9,500,000 Multi-Family Phase 2			Municipal Revenue Obligation (MRO) 10,085,000 Business Park			Municipal Revenue Obligation (MRO) 4,850,000 Medical Office Building (MOB)			Professional Services	Debt Issuance & Administration	Total Expenditures With All MROs	Annual	Cumulative	Principal Outstanding	Principal & MRO Outstanding																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

SECTION 11:

Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for Planned Mixed Use.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by eliminating blighted areas, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and In addition to the incremental property value that will be created, and will result in the sound development and redevelopment in the area.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes the following non-costs:

<u>Offsite Projects</u>	<u>Estimate</u>
Sidewalk Improvements Along Layton Ave	\$ 225,000
Street Light Improvements Along Layton Ave	\$ 125,000
Traffic Signal Improvements - 43rd St & Cold Spring	\$ 150,000
Sidewalk Improvements Along 43rd St	\$ 150,000
Street Light Improvements Along 43rd St	\$ 80,000
Street Light Improvements Along Loomis Road	\$ 200,000
Bus Shelter	\$ 20,000
<u>Stormwater Improvements</u>	<u>\$ 250,000</u>
TOTAL	\$ 1,200,000
Project cost estimates are 50% of actual project cost to reflect benefit to the District. Stormwater Improvements are listed at 25%.	

The City now anticipates the Developer undertaking the City infrastructure improvements both within and outside the District as part of their construction activities. The City anticipates providing an \$8.125 million MRO as a Development Incentive to pay for City infrastructure improvements both within and outside the District

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

SAMPLE

Mayor
City of Greenfield
7325 W Forest Home Ave
Greenfield, Wisconsin 53220

RE: Project Plan Amendment for Tax Incremental District No. 8

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Greenfield, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Greenfield Tax Incremental District No. 8 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.							
	Statement of Taxes Data Year:		2022			Percentage	
	Milwaukee County		3.84			17.44%	
	Milwaukee Metro. Sewer District		1.36			6.19%	
	City of Greenfield		7.66			34.76%	
	Greenfield School District		8.27			37.53%	
	Milwaukee Area Technical College		0.90			4.08%	
	Total		22.04				
Revenue Year	Milwaukee County	Milwaukee Metro. Sewer District	City of Greenfield	Greenfield School District	Milwaukee Area Technical College	Total	Revenue Year
2023	25,129	8,912	50,089	54,078	5,884	144,092	2023
2024	40,820	14,478	81,367	87,846	9,558	234,069	2024
2025	207,914	73,741	414,438	447,438	48,682	1,192,213	2025
2026	350,828	124,429	699,311	754,995	82,144	2,011,708	2026
2027	424,850	150,682	846,859	914,292	99,475	2,436,158	2027
2028	424,850	150,682	846,859	914,292	99,475	2,436,158	2028
2029	424,850	150,682	846,859	914,292	99,475	2,436,158	2029
2030	424,850	150,682	846,859	914,292	99,475	2,436,158	2030
2031	424,850	150,682	846,859	914,292	99,475	2,436,158	2031
2032	424,850	150,682	846,859	914,292	99,475	2,436,158	2032
2033	424,850	150,682	846,859	914,292	99,475	2,436,158	2033
2034	424,850	150,682	846,859	914,292	99,475	2,436,158	2034
2035	424,850	150,682	846,859	914,292	99,475	2,436,158	2035
2036	424,850	150,682	846,859	914,292	99,475	2,436,158	2036
2037	424,850	150,682	846,859	914,292	99,475	2,436,158	2037
2038	424,850	150,682	846,859	914,292	99,475	2,436,158	2038
2039	424,850	150,682	846,859	914,292	99,475	2,436,158	2039
2040	424,850	150,682	846,859	914,292	99,475	2,436,158	2040
2041	424,850	150,682	846,859	914,292	99,475	2,436,158	2041
2042	424,850	150,682	846,859	914,292	99,475	2,436,158	2042
2043	424,850	150,682	846,859	914,292	99,475	2,436,158	2043
2044	424,850	150,682	846,859	914,292	99,475	2,436,158	2044
2045	424,850	150,682	846,859	914,292	99,475	2,436,158	2045
2046	424,850	150,682	846,859	914,292	99,475	2,436,158	2046
2047	424,850	150,682	846,859	914,292	99,475	2,436,158	2047
2048	424,850	150,682	846,859	914,292	99,475	2,436,158	2048
2049	424,850	150,682	846,859	914,292	99,475	2,436,158	2049
	10,396,237	3,687,256	20,722,961	22,373,066	2,434,201	59,613,721	
Notes:							
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.							



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2023.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer/Band Finish</u>	<u>End Time</u>
Tuesday, 7/4	11:00 a.m.	11:00 p.m.	11:00 p.m. (fireworks 9:45pm)

Set-up: Monday, 7/4, 8:00am

Breakdown: Monday, 7/4, 11:00pm

Applicant requesting to waive all fees.

Recommendation: Approve the Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2023 and all applicable licenses/permits, waive any applicable fees, and waive the Mun. Code operating time limit of 10:00 p.m. to allow the finishing time for both beer service and band performance to be 11:00 p.m.

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



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, located at 7825 W. Layton Ave., July 16, 2023.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Sunday, 7/16	11:00 a.m.	6:00 p.m.	6:00 p.m.

Set-up: Sunday, 7/16, 9:00 a.m.

Breakdown: Sunday, 7/16, 8:00 p.m.

Live music 11:00 a.m. – 6:00 p.m. Event held on St. John the Baptist Armenian Church premises.

Request waiver of all fees.

Recommendation: Approve the Outdoor Special Event application for Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, located at 7825 W. Layton Ave., July 16, 2023 and all applicable licenses/permits, and waive any applicable fees.

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



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for The Salvation Army Outdoor Family Movie Nights events, to be located at 2900 W. Cold Spring Rd., August 4 and August 11, 2023.

SUMMARY:

Application includes the following combination of licenses/permits: OSE

All various dept. review/approval has occurred.

<u>Event Dates</u>	<u>Start Time</u>	<u>End Time</u>
Friday, 8/4	6:00 p.m.	9:00 p.m.
Friday, 8/11	6:00 p.m.	9:00 p.m.

Set-up: Each event date 4:00 p.m.

Breakdown: Each event date, 10:00 p.m.

Applicant requesting to waive \$50 Event fee.

Recommendation: Approve the Outdoor Special Event application for The Salvation Army Outdoor Family Movie Nights events, to be located at 2900 W. Cold Spring Rd., August 4 and August 11, 2023 and all applicable licenses/permits, and waive event fee.

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



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for the House of Harley Music Series #3 event, to be located at 6221 W. Layton Ave., July 1, 2023.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, July 1	10:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 7/1, 8:00 a.m.

Breakdown: Saturday, 7/1, 5:00 p.m.

Live music 10:00 a.m. – 5:00 p.m. Alcohol sales 10:00 a.m. – 5:00 p.m. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Music Series #2 event, to be located at 6221 W. Layton Ave., July 1, 2023 and all applicable licenses/permits.

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



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for the House of Harley Music Series #4 event, to be located at 6221 W. Layton Ave., July 29, 2023.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, July 29	10:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 7/29, 8:00 a.m.

Breakdown: Saturday, 7/29, 5:00 p.m.

Live music 10:00 a.m. – 5:00 p.m. Alcohol sales 10:00 a.m. – 5:00 p.m. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Music Series #2 event, to be located at 6221 W. Layton Ave., July 29, 2023 and all applicable licenses/permits.

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



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for the House of Harley Local #215 Annual Retiree Lunch event, to be located at 6221 W. Layton Ave., August 16, 2023.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
August 16, 2023	10:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Wednesday, 8/16, 8:00 a.m.

Breakdown: Wednesday, 8/16, 5:00 p.m.

Live music 10:00 a.m. – 5:00 p.m. Alcohol sales 10:00 a.m. – 5:00 p.m. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Local #215 Annual Retiree Lunch event, to be located at 6221 W. Layton Ave., August 16, 2023 and all applicable licenses/permits.

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



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 20, 2023

RELATING TO:

Outdoor Special Event application for the House of Harley Oscar Mike Military Fundraiser and Ride event, to be located at 6221 W. Layton Ave., August 26, 2023.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, August 26	10:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 8/26, 8:00 a.m.

Breakdown: Saturday, 8/26, 5:00 p.m.

Live music 10:00 a.m. - 5:00 p.m. Alcohol sales 10 a.m. – 5 p.m. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Oscar Mike Military Fundraiser and Ride event, to be located at 6221 W. Layton Ave., August 26, 2023 and all applicable licenses/permits.

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



**Executive Summary of
2022 Audit of City's Financial Statements
Meeting Date – June 14, 2023
Presented by: Wendi M. Unger, CPA**

A. Communications with Common Council

1. Audit process – Select a team, develop an audit plan specific to the City, review and test internal controls and compliance with laws and regulations, test year end account balances, review draft financial statements and footnote disclosures.
2. Auditor's Report - Financial statements are presented fairly.
3. Letter dated May 24, 2023 – Audit went well and we received full cooperation of City personnel. The report includes:
 - Two way communication regarding your audit.
 - Other comments and recommendations.
 - Required communications – all normal and customary.
 - Passed adjustments.
 - Management Representation Letter.

B. Financial statement highlights

1. **Management's Discussion and Analysis Report** (Pages 3-9): Narrative report prepared by management that summarizes current year activity and highlights points of financial interest in comparison to the prior year.
2. **Government-wide financial statements** (Pages 10 & 11): These statements consolidate all funds, are presented on the full accrual basis and report an increase in net position of \$6,478,685. Operation expenses were \$53.3 million, a decrease of \$14.2 million over the prior year.
3. **General Fund operations compared to budget** (Page 16): Revenues and expenditures shows favorable results compared with budget. The City had budgeted to use fund balance in the amount of \$700,000 and actually increased the fund balance by \$345,188.
4. **Sanitary Sewer and Refuse and Recycling Financial Statements** (Pages 17 - 20): Refuse and recycling operation essentially had a decrease in net position of \$77,719 while sanitary sewer increased net position by \$352,593.
5. **Long-term Debt** (Pages 44-46): Discloses all of the City's long-term obligations at \$121,539,061 in 2022 vs. \$121,301,194 in 2021. Consists of: GO bonds and notes of \$92.5 million (\$50.6 million is TIF related debt and remaining portion is City debt), OPEB liability of \$25.648 million, accumulated sick and vacation benefits of \$1.994 million, and net OPEB liability of \$1.432 million. Ability to borrow an additional \$110.2 million with tax pledge. In 2022 the City borrowed \$4.68 million.
6. **Net Position & Fund Balances** (Pages 48 - 50): Discloses components of net position & fund balances.

C. Questions and comments

If you have any comments or concerns related to the 2022 audit, the related reports or our presentation, please contact me at 414.777.5423 or wendi.unger@bakertilly.com.



Committee: Finance

Item Number:

Introduced By: Paula Schafer

Date Introduced: June 14, 2023

RELATING TO:

Discussion and decision to transfer \$80,000 from the general street repairs account in the general fund to the capital improvements fund for the City Hall HVAC Controls project EN2303.

SUMMARY:

In the 2023 budget the City Hall HVAC Controls project was budgeted to use Long Term Debt. As the process was started for issuing the 2023 bonds, it was learned that the City Hall HVAC Controls project could not be funded by the bonds. After some discussion it was determined that operations funds could be transferred from the general street improvements account (010-1910-530.5900) for this project and an additional \$80,000 was would added to the bond issue under a road project. EN2221.

The City Hall HVAC Controls project came in with a final approved amount of \$61,081. Requesting the transfer of \$80,000 to cover any unexpected expenses that may be incurred.

Recommend:

Approving the transfer of the \$80,000 to cover the cost of the City Hall HVAC Controls project.

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



Committee: Finance

Item Number:

Introduced By: Paula Schafer

Date Introduced: May 10, 2023

RELATING TO:

Discussion and decision to approve a transfer from reserves in the General Fund to the Capital Equipment Fund for the TIPSS Court Software project – CE2015 in the amount of \$69,119.

SUMMARY:

At the common council meeting on June 16, 2020, there was an approval for the Municipal Court to enter into a contract with Titan Public Safety Solutions (TIPSS) for replacement of the courts software. The minutes reflect that at the meeting it was noted that the source of funding had yet to be identified. It was mentioned that it could be funded through the existing municipal court budget with some funding possibly coming from the next year's budget (see attached).

At the September 9, 2020 FIHR and the September 15, 2020 Common Council there was an approval to transfer \$37,000 of the prisoner housing account (010-0301-530.8300) to the project account 475-0000-581.1100-CE2015 Courts – TIPSS Courts Software.

The total cost of the software project came in at \$106,118.48. The only funding that was approved was the transfer of the \$37,000 so it leaves a balance of \$69,118.48 that still needs to be fund.

In 2021 and 2022, the courts had unspent prisoner housing funds of \$41,000 and \$39,500, respectively, which went into the General Fund reserves.

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

29. Discussion and decision regarding Municipal Court entering into a contract for replacement court software with Titan Public Safety Solutions (TIPSS). (Edmonds)

Mayor Neitzke said the court has been using "Justware" software, which will no longer be available. One new option was very expensive, about \$90,000 a year for the licensing fee; the other option, the TIPSS package, is about \$103,000 to start but the licensing fee is substantially less. Judge Roger Pyzyk said the annual licensing fee would be about \$10,000.

Mayor Neitzke said there is a long implementation window. Judge Pyzyk said this will be needed by next April, so the city needs to move forward now. Others in the state such as Wauwatosa and West Allis use it and he has heard no complaints.

Ald. Collins asked how far back do records need to be put into the new software?

Court Administrator Carol Edmonds said the statutory requirement is seven years, but electronic records are held "forever" or for as long as the city has the software. The city has about 13 years' worth of data in Justware. People do call and ask for dispositions on these old records.

Mayor Neitzke said this must be funded, although the source of the funding has yet to be identified. It is thought it can be funded through the existing municipal court budget; some of the funding may have to come from next year's budget.

Motion by Ald. Kastner, seconded by Ald. Collins, to approve. On a roll call vote, motion carried unanimously.

PACKETS FOR WEDNESDAY, 6 / 14 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	5/12/2023	\$	42,059.55
AP CHECK	5/19/2023	\$	943,438.26
AP CHECKS	5/26/2023	\$	628,416.69
AP CHECKS	6/2/2023	\$	113,500.98
AP CHECKS	6/9/2023	\$	455,634.70
WIRE TRANSFERS - MAY 2023		\$	6,767,365.36
P-CARDS - APRIL 2023		\$	334,067.45
P-CARDS - MAY 2023		\$	214,286.03

TOTAL \$ 9,498,769.02

CC: PAULA

CC: FINANCE FOLDER



Committee: Common Council

Introduced By: Julie Foley

Item Number:

Date Introduced: 6/20/2023

RELATING TO:

Discussion and decision to follow Board of Health's direction and revise Health Officer/Director job description's position qualifications.

SUMMARY:

Recruitment for a new Health Officer/Director has been challenging. Filling any positions within the Public Health Department are difficult. The Health Department currently supports a Level III program which has very specific educational and experience requirements to be met for hiring a Health Officer/Director and we are not finding the right candidate to support these requirements.

By revising the job description to a required education and experience to support a Level II Health Department, the candidate pool should expand to allow a better recruitment opportunity. The job description will include a preferred education and experience to support a Level III Health Department.

The estimated financial impact of going from a Level III to Level II would be around \$3,300, based on FY23 information. This is based on the latest allocation methodology of the consolidated contract funds from MCH, Immunization and Prevention Block Grant.

The Board of Health has given approval to revise the job description. Requesting approval to follow Board's recommendation to revise the job description.



Health Officer/Director

Classification

Exempt

Department/Division

Health Department

Reports to

Mayor and Board of Health

Summary/Objective

The Health Officer / Director administers generalized public health nursing and environmental health programs to protect and promote the health of City of Greenfield residents. This individual is also responsible for the supervision and management of the Health Department.

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.

- Develops and reviews the philosophy, mission statement, policies and procedures of the Health Department, as well as health related municipal codes. Establishes standards for the provision of health services based on current best practices.
- Develops an annual budget for the Health Department. Prepares, administers and supervises multiple grants from a variety of sources including the State of Wisconsin and the Centers for Disease Control and Prevention.
- Administers nursing and environmental health programs, and coordinates services with other community health resources. Provides or assures that quality services are available to all segments of the population regardless of socioeconomic status.
- Provides leadership for periodic community health assessments, plans public health programs accordingly, and evaluates the effectiveness of the plan. Performs the assessment in collaboration with key stakeholders within the community. Develops a written strategic plan based on the assessment.
- Acts as the Executive Officer for the Board of Health and Health Officer for communicable disease control.
- Enforces federal, state and local laws regarding health issues.
- Maintains a knowledge base for the direction of activities through the collection and evaluation of Health Department statistical data, and attendance at seminars, meetings and conferences.



- Performs the functions of Public Health Nurses, some functions of Environmental Health Specialist, or other duties as needed.
- Maintains a knowledge base of current public health emergency preparedness principles and is available on a 24-hour call basis for public health emergencies.

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 common scientific, technical and trade journals and legal documents.
- Ability to respond to common inquiries or complaints from clients, regulatory agencies or citizens.
- Ability to effectively present information to top management, public groups and citizens.
- Ability to collaborate with other public health partners within the community.
- Ability to write grant proposals.
- 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.

Knowledge, Skills and Abilities:

- Computer literate. Proficient in the use of the internet, word processing, spreadsheets, and email.
- Extensive knowledge of public health, including communicable disease prevention and control.
- Extensive knowledge of management and leadership principles, including budgeting principles and techniques.
- Comprehensive knowledge of community health needs and services.
- Knowledge of relevant statutes and ordinances.
- Skill in planning, analyzing, developing, and evaluating public health services.
- Skill in supervising staff members of varying professional and paraprofessional backgrounds.
- Ability to maintain confidential information.
- Ability to communicate effectively, both orally and in writing.



- Ability to work effectively with diverse segments of the general population and professional community.
- Ability to establish and maintain constructive working relationships with community partners.

Mathematical Skills

- Ability to read and understand statistical materials.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to calculate figures and amounts involved compiling health statistics, in the purchasing of materials and budgeting for departmental matters.

Supervisory Responsibilities

- Manages several health care professionals, full-time and part-time clerical positions.
- Performs 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 complaints and resolving problems.

Position Type and Expected Hours of Work

This is a full-time position. Normal days and hours of work are Monday through Friday, 8:00 a.m. to 5 p.m. Evenings and weekends as needed. Is available on a 24-hour call basis for public health emergencies.

Travel

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

Required Education and/or Experience

- Must meet the qualifications of a Health Officer as stated in Chapter 251.06 of the Wisconsin State Statutes.
- A bachelor's degree from a nursing program accredited by the national professional nursing education accrediting organization or from a nursing program accredited by the board of nursing, either of which shall include preparation in public health nursing OR A bachelor's degree in public health, environmental health, the physical or biological sciences or a similar field.
- At least three years of experience in a full-time position with a public health agency, including responsibility for a communicable disease prevention and control program, preferably in a supervisory or other administrative position.

Required-Preferred Education and/or Experience

- Must meet the qualifications of a Health Officer as stated in Chapter 251.06 of the Wisconsin State Statutes.



- Master's degree in public health, public administration, health administration or a similar field required.
- At least three years of experience in a full-time position with a public health agency, including responsibility for a communicable disease prevention and control program, preferably in a supervisory or other administrative position.

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. Ability to deal diplomatically with the public, departmental employees and other city employees.

Certification Requirements

None 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 occasionally required to stand, sit, walk, stoop, kneel, crouch, climb, bend or twist, finger, handle or feel objects, tools or controls, talk, hear, taste or smell. The employee may occasionally lift up to 30 lbs. Specific vision abilities required for this job include near vision, distance vision and color vision.

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 the essential functions.

The position involves 90% inside and 10% outside work environment. Exposure to hazardous conditions such as chemicals, biological agents, pesticides and infectious waste do occur.

Equipment Used:

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

Pre-Employment Requirements:

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



Salary and Benefits:

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

Other Duties

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

AAP/EEO Statement

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



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