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

COMMON COUNCIL MEETING AGENDA

Tuesday, September 19, 2023 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the August 15, 2023 Common Council minutes

E. Approval of the September 5, 2023 Special Common Council minutes

F. Mayor's Report

1. Presentation on the status of the North-South Transit Enhancement project, Milwaukee County's planned bus rapid transit (BRT) route along the 27th Street corridor connecting Glendale, Milwaukee, Greenfield, Oak Creek, and Franklin to jobs, healthcare and education. (Katz)

G. Aldermanic Reports

H. Announcements

I. Citizen Commentary

J. Public Hearings

1. Public Hearing on a Special Use Permit for Cold Stone Creamery, a proposed limited-service restaurant, to be located at 4973 S. 76 St., submitted by Numan Asad, d/b/a Nitty Creamery LLC. (Tax Key No. 616-8974-003) (PC-8/8/23 Kastner)
    a. Approve a Resolution for a Special Use Permit for Cold Stone Creamery, a proposed limited-service restaurant, to be located at 4973 S. 76 St., submitted by Numan Asad, d/b/a Nitty Creamery LLC. (Tax Key No. 616-8974-003) (PC-8/8/23 Kastner)
    b. Approve a Site Plan Review for Cold Stone Creamery, a proposed limited-service restaurant, to be located at 4973 S. 76 St., submitted by Numan Asad, d/b/a Nitty Creamery LLC. (Tax Key No. 616-8974-003) (PC-8/8/23 Kastner)
2. Public Hearing on a Special Use Permit for Qamaria Yemeni Coffee, a proposed limited-service restaurant, to be located at 4818 S. 76 St., Suite 7, submitted by Emad Nadi d/b/a ETN Engineering, and Anas Alhurani, d/b/a Qamaria Greenfield LLC. (Tax Key No. 617-9983-014) (PC-8/8/23 Kastner)
    a. Approve a Resolution for a Special Use Permit for Qamaria Yemeni Coffee, a proposed limited-service restaurant, to be located at 4818 S. 76 St., Suite 7, submitted by Emad Nadi d/b/a ETN Engineering, and Anas Alhurani, d/b/a Qamaria Greenfield LLC. (Tax Key No. 617-9983-014) (PC-8/8/23 Kastner)
    b. Approve a Site Plan for Qamaria Yemeni Coffee, a proposed limited-service restaurant, to be located at 4818 S. 76 St., Suite 7, submitted by Emad Nadi d/b/a ETN Engineering, and Anas Alhurani, d/b/a Qamaria Greenfield LLC. (Tax Key No. 617-9983-014) (PC-8/8/23 Kastner)
3. Public Hearing on a Special Use Permit for Petco, for a veterinary service, located at 4950 S. 76 St., submitted by Stephen Hartley, d/b/a SBLM, and Ralph Reynolds, d/b/a Petco Animal Supplies Stores,

Inc. (Tax Key No. 617-9977-004) (PC-8/8/23 Kastner)

a. Approve a Resolution for a Special Use Permit for Petco, for a veterinary service, located at 4950 S. 76 St., submitted by Stephen Hartley, d/b/a SBLM, and Ralph Reynolds, d/b/a Petco Animal Supplies Stores, Inc. (Tax Key No. 617-9977-004) (PC-8/8/23 Kastner)

b. Approve a Site Plan Review for Petco, for a veterinary service, located at 4950 S. 76 St., submitted by Stephen Hartley, d/b/a SBLM, and Ralph Reynolds, d/b/a Petco Animal Supplies Stores, Inc. (Tax Key No. 617-9977-004) (PC-8/8/23 Kastner)

K. Old Business

1. Appointments to various committees and commissions:

   a. Mayor appointments, confirmed by Council:

      i. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)

      ii. One member to the Zoning Board of Appeals for a term to expire 5/1/26 (formerly John Rivera)

L. New Business

1. Notice of Injury received from Hupy and Abraham S.C. on behalf of Michael Trotter by William Trotter and Lexy Besaw for Tracie Dorpat. (Goergen)
2. Claim received from Nickie Cooper. (Goergen)
3. Approve applications for 2023-2024 operator licenses (Goergen)
4. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Swap Meet for Service & Parts on September 23, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
5. Approval of amendment to the City's TDS Phone System agreement to accommodate moving to a new network connection. (IT-McDonald)
6. Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for the Design of the Powerline Trail Phase 2. (Katz)
7. Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for the Construction of the Powerline Trail Phase 2. (Katz)
8. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 27th Street. (BPW- Ald. Bailey- 8/22/23)
9. Adopt a resolution, recognizing International Migratory Bird Day and authorizing the Pollinator Protection Committee to continue participation in the Wisconsin Bird City program. (BPW - Ald. Bailey- 8/22/23)
10. Approve a Certified Survey Map for proposed modification of lot line location between two parcels located at 4433 S. 72 St. and 4463 S. 72 St., submitted by Bonita and John Konop, owner. (Tax Key Nos. 604-9948-000 and 604-9949-001) (PC-9/12/23 Kastner)
11. Approve Site, Landscaping and Architectural Plans for Layton Preserve, a proposed new construction multi-family development to be located at 4501 S. 99 St. and 4551-4563 S. 99 St., submitted by Robert McCaigue, d/b/a Horizon Development Group, LLC. (Tax Key No. 607-9974-002) (PC-9/12/23 Kastner)
12. Approve a Special Use Review and Site Plan Review for Perez Automotive, a proposed automotive repair business, to be located at 3320 W. Howard Ave., submitted by Luis Perez Jr., d/b/a Perez Automotive and Dominic Ambroselli, d/b/a Ambroselli Properties. (Tax Key No. 553-8999-000) (PC-

9/12/23 Kastner)

13. Approve a Certified Survey Map for proposed lot split of a portion of 11800 and 11802 W. Edgerton Ave., submitted by Jeffrey Katz, City Engineer. (Tax Key No. 611-8964-000) (PC-9/12/23 Kastner)
14. Approve an Ordinance amending Section 22.02 of the Municipal Code pertaining to State Code reference in Chapter 22 – Heating and Ventilation Code. (Porter)
15. Approve an Outdoor Special Event application for BILTRITE'S 95th Anniversary Family Fun Day, to be located at BILTRITE Furniture-Leather-Mattresses, located at 5430 W. Layton Ave., October 1, 2023, and all applicable license/permit fees. Application includes the following combination of licenses/permits: OSE, Food, and Commercial building, electrical, and plumbing. (Porter)
16. Approve an Outdoor Special Event application for the House of Harley Barktober for MADACC & K9 event, to be located at 6221 W. Layton Ave, October 7, 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)
17. Approve an Outdoor Special Event application for Bluemel's Fall Family Festival, to be located at Bluemel's Garden & Landscape Center, located at 4930 W. Loomis Rd., October 7, 2023, and all applicable license/permit fees. Application includes the following combination of licenses/permits: OSE, 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)
18. Discussion/decision to approve a grant agreement between the State of Wisconsin Department of Health Services and the Greenfield Fire Department for the EMS Leave Behind program. (9/13/23 F&HR S. Saryan)
19. Discussion/decision of renewal of shared services equipment sharing agreement (9/13/23 F&HR S. Saryan)
20. Discussion/decision regarding contract allowing for the continuation of the Stockbox program (9/13/23 F&HR S. Saryan)
21. Discussion/decision regarding agreement with Klemme Floats LLC (9/13/23 F&HR S. Saryan)
22. Discussion and decision to approve Memorandum of Understanding with City of Greenfield Health Department and Quartz Health Solution (9/13/23 F&HR S. Saryan)
23. Approval of schedules of disbursements in the amount of $5,551,890.30. (9/13/23 F&HR S. Saryan)
24. Approval of mileage reimbursements in the amount of $1,208.51. (9/13/23 F&HR S. Saryan)
25. Investments and reinvestments for July 2023 and August 2023. (9/13/23 F&HR S. Saryan)
26. Accept July 2023 financial statements. (9/13/23 F&HR S. Saryan)

M. Items for future agenda

N. 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.

MILWAUKEE NORTH SOUTH Transit Enhancement

ENHANCING TRANSIT ALONG 27TH STREET

Investing in Access and Racial Equity

The North-South Transit Enhancement project will deploy bus rapid transit (BRT) service along the 27th Street corridor. This project is the second route planned for Milwaukee County's newest BRT system, CONNECT. The project would increase frequency, add amenities and serve more community members along the 27th Street corridor.

In keeping with Milwaukee County's commitment to achieving racial equity and social justice, this investment would improve access to convenient transportation to essential services for the 118,000 people who live within one-half mile of the corridor. This includes access to destinations with a positive impact to health and economic opportunity, such as:

Nearly **50,000** jobs

2,500 businesses

4 major medical facilities

63 K-12 schools

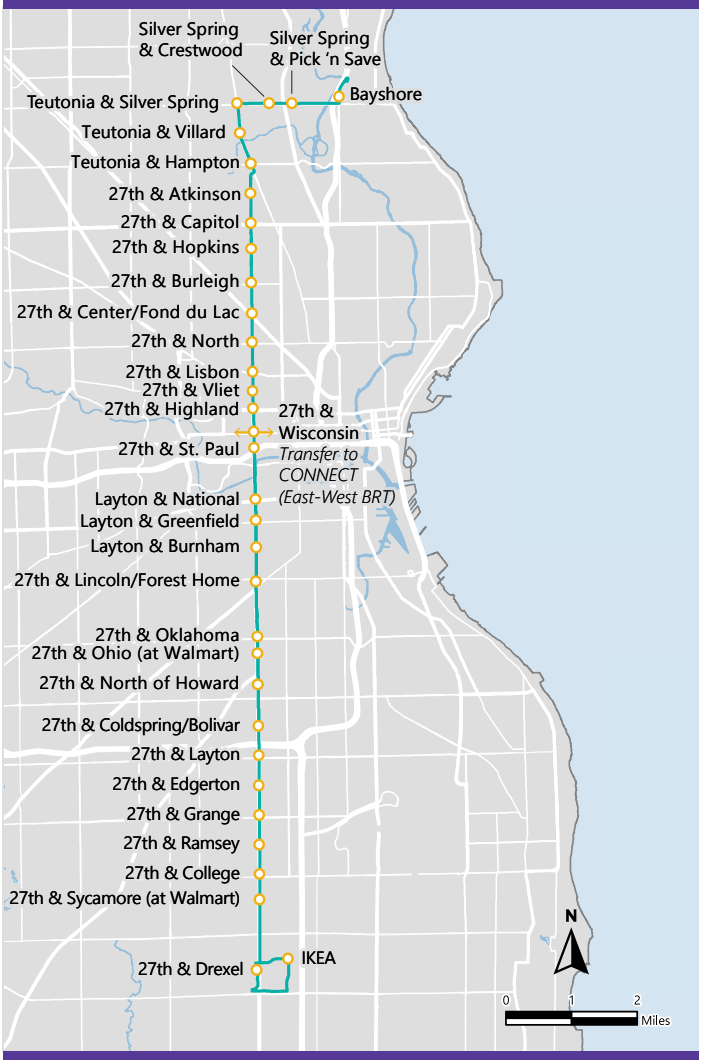
31 grocery stores and **5** big box discount stores

12 community resource centers

The route below and the use of BRT in this corridor was recommended by the transit enhancement feasibility study completed in 2022. The recommended route includes:

18 miles | **33 stops** | **10-minute headways during peak hours**

RECOMMENDED ROUTE



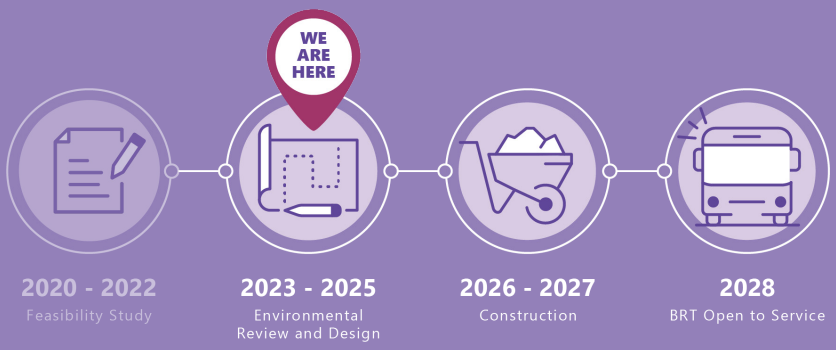
COMMUNITY CHARACTERISTICS

OF THE 118,000 PEOPLE WITHIN 0.5 MILE OF ROUTE

73%	1 in 5	26%
people of color	households without a car	families in poverty

WHAT'S NEXT

The Milwaukee County Transit System (MCTS) has begun **the environmental review and design phase of the project**. Throughout this phase, the community will have opportunities to provide input on many aspects of the project, such as transit lane configurations, station locations, station design concepts and more.



COMMUNITY BENEFITS OF ENHANCED TRANSIT

Deploying BRT along 27th Street would:

- Be **easy to ride** with advance ticket purchase and real-time bus arrival information
- Provide **consistent pricing** for riders, using same fare system as other MCTS service
- Pick up riders **more often** with higher frequency service
- Arrive **on time** and **shorten** travel times, using bus-only lanes
- Slow traffic and **improve safety** for the community by narrowing travel lanes in some areas

MCTS CONNECT

OPPORTUNITY TO PROVIDE INPUT

The project team is working to shape the project with input from the community. Learn more, sign up for project updates or share your thoughts with the project team at the project website.

For more information:
www.mkenorthsouth.com

MILWAUKEE NORTH-SOUTH TRANSIT ENHANCEMENT

FREQUENTLY ASKED QUESTIONS

What is the North-South Transit Enhancement project?

The North-South Transit Enhancement project is Milwaukee County's planned bus rapid transit (BRT) route along the 27th Street corridor connecting Glendale, Milwaukee, Greenfield, Oak Creek, and Franklin to jobs, healthcare, and education. The project includes 33 station pairs along the 18-mile route. The feasibility study completed in 2022 identified bus rapid transit (BRT) as the recommended type of transit enhancement for this corridor. The project is currently in the environmental review and design phase, the phase where the community will provide input on key project features.

What is BRT?

BRT is a cost-effective way to provide enhanced public transportation service. BRT features specialized bus vehicles, exclusive transit lanes along at least half of the route, technology improvements and added amenities at transit stations. For example, BRT can include real-time arrival signs at stations or queue-jumps at busy intersections to help buses increase reliability and maintain schedules. MCTS launched the start of the CONNECT BRT system for Milwaukee County with the opening of CONNECT (East-West BRT) in 2023. This project will be the second line in the BRT system.

Why BRT?

BRT is a key part of the regional transportation plan, called Vision 2050, building on existing Milwaukee County Transit System routes, and providing opportunities to spur the development of and connection to additional rapid transit corridors in the region.

- BRT plays a vital role in a healthy, multimodal transportation system that connects people to jobs, and businesses to their customers.
- BRT is cost-effective, efficient and has been proven to increase transit use with improved service frequencies, travel time and reliability.
- BRT supports and sparks millions of dollars in economic development.

Who will use this project?

The North-South Transit Enhancement project will serve the current MCTS PurpleLine riders and attract new riders. More than 118,000 people live within one-half mile of the corridor, which provides essential transit trips to the following destinations:

- Nearly **50,000** jobs
- **2,500+** businesses
- **4** major medical facilities
- **63** K-12 schools
- **31** grocery stores and **5** big box discount stores
- **12** community resource centers, such as community service centers, senior centers, social security offices, food pantries and youth centers

FREQUENTLY ASKED QUESTIONS, CONTINUED

What environmental analysis will be done for this project?

Milwaukee County, in coordination with the Federal Transit Administration (FTA), is currently completing an environmental review of the project. The project team is evaluating the project's benefits and impacts, covering topics including noise, air quality, historic resources, traffic, communities and neighborhoods, environmental justice, land use and economics.

How much will it cost to build the North-South Transit Enhancement Project?

BRT is a cost-effective mobility solution that delivers significant public transit enhancements at a fraction of the cost of rail technologies. Milwaukee County estimates the BRT capital cost is about $150 million. As the project is designed, the cost estimate will be refined.

How will BRT be funded?

Federal programs are anticipated to fund 80% of the project's capital costs, and a local match will provide 20% of the funding.

How much will a BRT ride cost?

MCTS's BRT system, CONNECT, is fully integrated into MCTS, and the cost to ride BRT will be the same as the cost to ride other MCTS services.

How will this project work with existing transit services?

BRT will provide opportunities to modify other MCTS routes in the corridor to provide an enhanced transit experience. Based on further analysis and public input, Milwaukee County will determine bus service modifications during the project's design phase. While most MCTS routes will be unaffected, some potential modifications may include integrating some routes with BRT; replacing some route segments; and relocating some existing routes to adjacent streets.

How will this new BRT service affect quality of life issues such as traffic congestion, noise and safety? How will this help congestion on 27th Street during rush hour?

BRT has a proven track record of reducing traffic congestion and noise and improving safety – particularly by reducing the number of cars and buses on the road. Milwaukee County is in the process of analyzing traffic and parking to evaluate potential impacts and benefits for the motoring public along the route. Traffic simulation models will use existing and projected traffic data to understand the impacts of introducing BRT service on the corridor during peak travel periods. These models will also help to understand impacts to intersecting or parallel roads nearby.

How can I provide feedback on this project?

The project team is looking for feedback throughout the environmental review and design. Visit www.mkenorthsouth.com/contact to provide comments and sign up for the project email list. We encourage you to provide feedback and stay informed throughout every phase of the project to help us provide the best transit enhancement alternative for the community.

RESOLUTION NO. _____

Special Use Permit for Cold Stone Creamery, a proposed limited-service restaurant, to be located at 4973 S. 76 St., submitted by Numan Asad, d/b/a Nitty Creamery LLC.
(Tax Key No. 616-8974-003)

WHEREAS, Numan Asad, d/b/a Nitty Creamery 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 Cold Stone Creamery, a limited-service restaurant, to be located at 4973 S. 76 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on September 19, 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, Numan Asad, d/b/a Nitty Creamery LLC, has offices at 5316 S. 27 St., Milwaukee, WI 53221.

2. The property is owned by ANE LLC, 10635 Shangri-La Ct., Oak Creek, WI 53154.

3. Cold Stone Creamery will occupy approximately 1,500 sq. ft. of the multi-tenant commercial building located at 4973 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 2 of Certified Survey Map No. 9266, being a part of the Northeast ¼ of Section 28, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 616-8974-003

Said land being located at 4965-4975 S. 76 St.

4. The applicant is proposing to establish a limited-service restaurant 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 limited-service restaurants 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. commercial corridor. Properties to the west are developed as single-family. Properties to the north, east, and south 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 Numan Asad, d/b/a Nitty Creamery LLC, for Cold Stone Creamery, a proposed limited-service restaurant, to be located at 4973 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 August 8, 2023 and by the Common Council on September 19, 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 Cold Stone Creamery will be 10:00am – 10:00pm Monday – Friday, and 10:00am – 11:00pm Saturday and Sunday.

4. Off-Street Parking. A total of 22 off-street parking stalls are required for Cold Stone Creamery. The entire multi-tenant commercial building requires a total of 59 off-street parking spaces. The property will provide 50 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.

_____
Numan Asad, d/b/a Nitty Creamery 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 Qamaria Yemeni Coffee, a proposed limited-service restaurant, to be located at 4818 S. 76 St., Suite 7, submitted by Emad Nadi d/b/a ETN Engineering, and Anas Alhurani, d/b/a Qamaria Greenfield LLC. (Tax Key No. 617-9983-014)

WHEREAS, Emad Nadi, d/b/a ETN Engineering and Anas Alhurani, d/b/a Qamaria Greenfield LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Qamaria Yemeni Coffee, a limited-service restaurant/coffee shop, to be located at 4818 S. 76 St., Suite 7; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on September 19, 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, Anas Alhurani, d/b/a Qamaria Greenfield, LLC, resides at 2353 N. Farwell Ave., Apt. #513, Milwaukee, WI 53211.

2. The property is owned by Edgewood Center LLC, PO Box 307, Oak Creek, WI 53154.

3. Qamaria Yemeni Coffee will occupy approximately 3,100 sq. ft. of the multi-tenant commercial building located at 4818 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8009, being a part of the Northwest ¼ Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 617-9983-014

Said land being located at 4816-4818 S. 76 St.

4. The applicant is proposing to establish a limited-service restaurant/coffee shop 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 limited-service restaurants 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. commercial corridor. Properties to the north are developed as commercial and single-family. Properties to the west and south are developed as commercial. Properties to the east are developed as public park.

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 Emad Nadi, d/b/a ETN Engineering and Anas Alhurani, d/b/a Qamaria Greenfield LLC, to establish Qamaria Yemeni Coffee, a limited-service restaurant/coffee shop, to be located at 4818 S. 76 St., Suite 7, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on August 8, 2023 and by the Common Council on September 19, 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 Qamaria Yemeni Coffee will be 6:00am –11:00pm, daily.

4. Off-Street Parking. A total of 47 off-street parking stalls are required for Qamaria Yemeni Coffee. The entire multi-tenant commercial building requires a total of 104 off-street parking spaces. The property will provide 77 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.

_____
Anas Alhurani, d/b/a Qamaria Greenfield, 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 Petco, for a veterinary service, located at 4950 S. 76 St., submitted by Stephen Hartley, d/b/a SBLM, and Ralph Reynolds, d/b/a Petco Animal Supplies Stores, Inc. (Tax Key No. 617-9977-004)

WHEREAS, Stephen Hartley, d/b/a SBLM and Ralph Reynolds, d/b/a Petco Animal Supplies Stores, 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, to establish a veterinary service within the existing Petco retail store located at 4950 S. 76 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on September 19, 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, William Henderson, d/b/a Petco Animal Supplies Stores, Inc., has offices at 654 Richland Hills Dr., San Antonio, TX 78245.

2. The property is owned by HHAMB, LLP, 555 W. Brown Deer Road, Suite 220, Milwaukee, WI 53217.

3. Petco occupies approximately 18,000 sq. ft. of the multi-tenant commercial building located at 4950 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcels B and C of Certified Survey Map No. 2873, including easement, all being a part of the Northwest ¼ of Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 617-9977-004

Said land being located at 4940-4950 S. 76 St.

4. The applicant is proposing to establish a veterinary office, which will be part of the existing Petco retail store and not operated independently, 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 veterinary 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 S. 76 St. commercial corridor. Properties to the north, east, west, and south 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 Stephen Hartley, d/b/a SBLM and Ralph Reynolds, d/b/a Petco Animal Supplies Stores, Inc. to establish a veterinary service within the existing Petco retail store located at 4950 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 August 8, 2023 and by the Common Council on September 19, 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 the veterinary services for Petco will be 8:00am – 5:00pm, daily.

4. Off-Street Parking. A total of 90 off-street parking stalls are required for Petco. The entire multi-tenant commercial building requires a total of 244 off-street parking spaces. The property will provide 215 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.

_____
William Henderson, d/b/a Petco Animal Supplies Stores, 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

S:\Planning\Plan Commission\2023\8-8-23\Petco veterinary clinic\Resolution - Petco Vet Clinic SUP 9-19-23.docx

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Allison Ann Atteberry	3540 S Rivershire DR Apt 3	Greenfield, WI 53228
Ashley Jacqueline Helm	5611 Churchway	Greendale, WI 53129
Babatunde Otukoya	3724 N 56 ST	Milwaukee, WI 53216
Jaydy Michelle Veliz	927 S 29th ST	Milwaukee, WI 53215
Kevin Michael Doonan	2513 S 88th ST	Milwaukee, WI 53227
Shedric Maurice Spencer	N88W 15067 Cleveland AVE #3	Menomonee Falls, WI 53051

Common Council Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 19, 2023

RELATING TO:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for the Design of the Powerline Trail Phase 2.

SUMMARY:

Greenfield is leading a project to design and construct the Powerline Trail Phase 2 in 2024.

Portions of the project are within both Greenfield and Milwaukee. Because of the shared municipal border in that area, it is beneficial to both parties to cooperate on this project.

Greenfield will be the lead municipal agency for the design and construction of the trail.

This Cost Sharing Memo of Understanding sets forth the terms by which Milwaukee will pay to Greenfield, the actual costs of the design of the trail within the Milwaukee corporate boundary.

FINANCIAL:

Milwaukee's share after grants have been applied is approximately $22,989.

RECOMMENDATION:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for the Design of the Powerline Trail Phase 2.

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

MOTION ___ OTHER ___

Notice to Clerk:

Do not circulate for signatures at this time.

The paper original will be signed first by Milwaukee, then by Greenfield.

COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD

DATE: August 4, 2023

PROJECT: Powerline Trail Phase 2

LIMITS: S. 60th Street to S. 51st Street (Milwaukee), S. 51st Street to S. 35th Street/Pondview Park (Greenfield)

This Cost Sharing Memo of Understanding is made and entered into by the City of Milwaukee and the City of Greenfield.

The contents of this Cost Sharing Memo of Understanding will address cost sharing for the design of the subject project.

The City of Greenfield has budgeted funds for this project, and received a Congestion Mitigation and Air Quality (CMAQ) grant from the Wisconsin Department of Transportation (WisDOT) and a Knowles-Nelson Stewardship Program grant from the Wisconsin Department of Natural Resources (WDNR). WisDOT Project ID 2980-22-00/70 and WDNR Project Number SADLP3221385. The project is scheduled to be bid in the spring of 2024 for construction in the summer of 2024.

The City of Greenfield through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee to participate in the project hereinafter described.

Proposed Improvement and Estimated Cost Summary:

A new multi-use trail will be constructed within right-of-way owned by WE Energies. The 10-foot wide paved asphalt trail will have grass shoulders. Street crossings will have appropriate signage, painted crosswalks, and concrete curb ramps that are accessible for persons with disabilities.

For the life of the trail, each city within its municipal boundary will be responsible for maintaining the trail including cutting the grass within the WE Energies right-of-way as agreed upon separately between each city and WE Energies.

The estimated costs and funding are summarized as follows.

	Total (100%)	Milwaukee (27%)	Greenfield (73%)
Design	$ 177,766	$ 47,997	$ 129,769
WisDOT CMAQ Funding 2980-22-00	$ (92,624)	$ (25,008)	$ (67,616)
Local Share Design	**$ 85,142**	**$ 22,989**	**$ 62,153**

1) The design consultant service costs for each municipality will be calculated by prorating the actual consultant service expenditures using the final design costs.

2) The City of Milwaukee will pay its actual share of the design costs for the subject project within 60 days of being invoiced by the City of Greenfield.

3) If the City of Milwaukee objects to any portion of the invoices submitted by the City of Greenfield, the City of Milwaukee shall notify the City of Greenfield in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of a bill.

4) The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any design change orders that would result in additional design costs in excess of 10%.

6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and City of Greenfield and will be paid by the municipality in which the additional or unforeseen item occurs.

This Cost Sharing Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such a Cost Sharing Memo of Understanding for the City of Greenfield and City of Milwaukee.

Signed for and on behalf of City of Milwaukee:

	Commissioner of Public Works	
Signature	Title	Date
Jerrel Krushke, PE		
Name		
	Comptroller	
Signature	Title	Date
Aycha Sawa		
Name		

Signed for and on behalf of the City of Greenfield:

	Mayor	
Signature	Title	Date
Michael J. Neitzke		
Name		
	City Attorney (as to form)	
Signature	Title	Date
Christopher Geary		
Name		

	Finance Director	
Signature	Title	Date

Paula Schafer
Name

	City Clerk	
Signature	Title	Date

Jennifer Goergen
Name

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.

2. The City of Milwaukee will pay to the City of Greenfield such project related costs as outlined and listed in the Estimated Cost Summary.

3. Each Municipality shall ensure that all necessary funding of each project phase (design, construction, and construction engineering) is in place for their portion of the project costs.

4. Work necessary to complete the improvement, to be financed entirely by the Municipality (or responsible party) where the work lies, includes but may not be limited to the following items:

   a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, pipelines, and similar utilities.

   b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.

5. If the City of Milwaukee shall withdraw from the project, it shall reimburse the City of Greenfield its proportionate share of all costs incurred by the City of Greenfield as of the date of withdrawal.

6. The work will be administered by the City of Greenfield or its designee(s). The City of Greenfield shall notify the City of Milwaukee of any design changes that may occur during the process in excess of 10% of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Milwaukee.

7. The respective municipalities will at their own expense:

   a. Maintain all portions of the trail that lie within its boundaries as agreed upon with WE Energies.

   b. Assume general responsibility of all public information to its residents.

(End of Document)

Common Council Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 19, 2023

RELATING TO:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for the Construction of the Powerline Trail Phase 2.

SUMMARY:

Greenfield is leading a project to design and construct the Powerline Trail Phase 2 in 2024.

Portions of the project are within both Greenfield and Milwaukee. Because of the shared municipal border in that area, it is beneficial to both parties to cooperate on this project.

Greenfield will be the lead municipal agency for the design and construction of the trail.

This Cost Sharing Memo of Understanding sets forth the terms by which Milwaukee will pay to Greenfield, the actual costs of the construction of the trail within the Milwaukee corporate boundary.

FINANCIAL:

Milwaukee's share after grants have been applied is approximately $16,847.

RECOMMENDATION:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for the Construction of the Powerline Trail Phase 2.

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

MOTION ___ OTHER ___

Notice to Clerk:

Do not circulate for signatures at this time.

The paper original will be signed first by Milwaukee, then by Greenfield.

COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD

DATE: August 4, 2023

PROJECT: Powerline Trail Phase 2

LIMITS: S. 60th Street to S. 51st Street (Milwaukee), S. 51st Street to S. 35th Street/Pondview Park (Greenfield)

This Cost Sharing Memo of Understanding is made and entered into by the City of Milwaukee and the City of Greenfield.

The contents of this Cost Sharing Memo of Understanding will address cost sharing for the construction and construction engineering of the subject project.

The City of Greenfield has budgeted funds for this project, and received a Congestion Mitigation and Air Quality (CMAQ) grant from the Wisconsin Department of Transportation (WisDOT) and a Knowles-Nelson Stewardship Program grant from the Wisconsin Department of Natural Resources (WDNR). WisDOT Project ID 2980-22-00/70 and WDNR Project Number SADLP3221385. The project is scheduled to be bid in the spring of 2024 for construction in the summer of 2024.

The City of Greenfield through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee to participate in the project hereinafter described.

Proposed Improvement and Estimated Cost Summary:

A new multi-use trail will be constructed within right-of-way owned by WE Energies. The 10-foot wide paved asphalt trail will have grass shoulders. Street crossings will have appropriate signage, painted crosswalks, and concrete curb ramps that are accessible for persons with disabilities.

For the life of the trail, each city within its municipal boundary will be responsible for maintaining the trail including cutting the grass within the WE Energies right-of-way as agreed upon separately between each city and WE Energies.

The estimated costs and funding are summarized as follows.

	Total (100%)	Milwaukee (27%)	Greenfield (73%)
Construction	$ 951,640	$ 256,943	$ 694,697
Construction Engineering (10% Estimated + WisDOT Review)	$ 103,852	$ 28,040	$ 75,812
WisDOT CMAQ Funding 2980-22-70	$ (743,121)	$ (200,643)	$ (542,478)
WDNR Funding SADLP3221385	$ (249,975)	$ (67,493)	$ (182,482)
Local Share Construction	**$ 62,396**	**$ 16,847**	**$ 45,549**

1) Bidder costs will be reviewed prior to contract award by the City of Greenfield.

2) The construction engineering consultant service costs for each municipality will be calculated by prorating the actual consultant service expenditures using the final construction costs.

3) The City of Milwaukee will pay its actual share of the construction and construction engineering costs for the subject project within 60 days of being invoiced by the City of Greenfield.

4) If the City of Milwaukee objects to any portion of the invoices submitted by the City of Greenfield, the City of Milwaukee shall notify the City of Greenfield in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of a bill.

5) The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any construction change orders that would result in additional construction costs in excess of 10% after the project has been awarded.

6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and City of Greenfield and will be paid by the municipality in which the additional or unforeseen item occurs.

This Cost Sharing Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such a Cost Sharing Memo of Understanding for the City of Greenfield and City of Milwaukee.

Signed for and on behalf of City of Milwaukee:

	Commissioner of Public Works	
Signature	Title	Date
Jerrel Krushke, PE		
Name		
	Comptroller	
Signature	Title	Date
Aycha Sawa		
Name		

Signed for and on behalf of the City of Greenfield:

	Mayor	
Signature	Title	Date
Michael J. Neitzke		
Name		

	City Attorney (as to form)	
Signature	Title	Date

Christopher Geary
Name

	Finance Director	
Signature	Title	Date

Paula Schafer
Name

	City Clerk	
Signature	Title	Date

Jennifer Goergen
Name

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.

2. The City of Milwaukee will pay to the City of Greenfield such project related costs as outlined and listed in the Estimated Cost Summary.

3. Each Municipality shall ensure that all necessary funding of each project phase (design, construction, and construction engineering) is in place for their portion of the project costs.

4. Work necessary to complete the improvement, to be financed entirely by the Municipality (or responsible party) where the work lies, includes but may not be limited to the following items:

   a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, pipelines, and similar utilities.

   b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.

5. If the City of Milwaukee shall withdraw from the project, it shall reimburse the City of Greenfield its proportionate share of all costs incurred by the City of Greenfield as of the date of withdrawal.

6. The work will be administered by the City of Greenfield or its designee(s). The City of Greenfield shall notify the City of Milwaukee of any construction changes that may occur during the process in excess of 10% of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Milwaukee.

7. The respective municipalities will at their own expense:

a. Maintain all portions of the trail that lie within its boundaries as agreed upon with WE Energies.

b. Assume general responsibility of all public information to its residents.

(End of Document)

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 22, 2023

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 27th Street.

SUMMARY:

The existing ordinance specifies “no parking” at any time on the west side of South 27th Street.

The proposed ordinance will specify “no parking, stopping or standing” at any time on the west side of South 27th Street.

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

MOTION ___ OTHER ___

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended to read as follows:

> "No parking, stopping, or standing shall be permitted at any time on the west side of S. 27th Street (S.T.H 241) from the north City limits at W. Howard Avenue to the City limits 480 feet south of W. Grange Avenue, and, from the City limits at W. Ramsey Avenue to the south City limits at W. College Avenue."

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 9th day of September, 2023.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Board Of Public Works Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: August 22, 2023

RELATING TO:

Adopt a resolution, recognizing International Migratory Bird Day and authorizing the Pollinator Protection Committee to continue participation in the Wisconsin Bird City program.

SUMMARY:

The resolution will recognize Sunday October 8, 2023 as International Bird Day in Greenfield and encourage all our city residents to celebrate their role as stewards of bird habitat.

The resolution also authorizes the Pollinator Protection Committee, a subcommittee of the Greenfield Beautification Committee, to continue with participation in the Wisconsin “Bird City” Program.

RECOMMENDATION:

Adopt resolution.

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

MOTION ___ OTHER ___

RESOLUTION NO. ####

RESOLUTION RECOGNIZING WORLD MIGRATORY BIRD DAY AND AUTHORIZING THE POLLINATOR PROTECTION COMMITTEE TO CONTINUE PARTICIPATION IN THE WISCONSIN BIRD CITY PROGRAM

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation, and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, and

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., and

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Greenfield recognizes Sunday October 8, 2023 as International Bird Day in our City of Greenfield and encourages all our city residents to celebrate their role as stewards of bird habitat; and

BE IT FURTHER RESOLVED, that the Mayor and Common Council of the City of Greenfield authorizes the Pollinator Protection Committee to continue with participation in the Wisconsin “Bird

City" Program, in recognition of the commitment our City and its partners and stakeholders have made to advancing the ideals of bird habitat protection.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of September, 2023.

APPROVED:

_____

Michael J. Neitzke, Mayor

ATTEST:

_____

Jennifer Goergen, City Clerk

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 22.02 OF THE MUNICIPAL CODE PERTAINING TO STATE CODE REFERENCE IN CHAPTER 22 – HEATING AND VENTILATION CODE

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

PART I. SECTION 22.02 of the Municipal Code is hereby amended to read as follows:

22.02 STATE CODE ADOPTED.

Ch. 145, Wis. Stats, and Chs. SPS 320 and 323, Wis. Adm. Code are hereby made a part of this chapter by reference and shall extend over and govern the installation of all HVAC installed, altered or repaired in the City for residential structures. All commercial HVAC shall be governed by SPS 361-366.

* * *

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

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

PART IV. This ordinance shall take effect and be in force from and after its passage and publication.
PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2023.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

S:\Planning\Ordinances\Ordinance\Ordinance - Ch. 22 WI Admin Code reference 9-19-23.docx

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: September 19, 2023

RELATING TO:

Ordinance amending Section 22.02 of the Municipal Code pertaining to State Code reference in Chapter 22 – Heating and Ventilation Code.

SUMMARY:

The City's Plan Review consultant, E-Plan Exam, has notified staff that a minor change to Chapter 22 – Heating and Ventilation Code, is needed. The specific change is to Section 22.02, which references the adopted State Code.

Section 22.02 reads today:

> Ch. 145, Wis. Stats, and Chs. COMM 20 and 23, Wis. Adm. Code are hereby made a part of this chapter by reference and shall extend over and govern the installation of all HVAC installed, altered or repaired in the City.

Section 22.02 will be amended to read (with the changes highlighted in yellow):

> Ch. 145, Wis. Stats, and Chs. SPS 320 and 323, Wis. Adm. Code are hereby made a part of this chapter by reference and shall extend over and govern the installation of all HVAC installed, altered or repaired in the City for residential structures. All commercial HVAC shall be governed by SPS 361-366.

These changes are necessary in order to comply with State Code.

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

MOTION ___ **OTHER** __**X**__ Ordinance

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: September 19, 2023

RELATING TO:

Outdoor Special Event application for BILTRITE'S 95th Anniversary Family Fun Day event, to be located at BILTRITE Furniture-Leather-Mattresses, 5430 W. Layton Ave., October 1, 2023.

SUMMARY:

Application includes the following combination of licenses/permits: OSE

All various dept. review/approval has occurred.

Event Dates	Start Time	End Time
Sunday, 10/1/23	10:00 a.m.	1:00 p.m.

Set-up: Sunday, 10/1 8:30 a.m.
Breakdown: Sunday, 10/1 2:00 p.m.

Recommendation: Approve the Outdoor Special Event application for BILTRITE'S 95th Anniversary Family Fun Day event, to be located at 5430 W. Layton Ave., October 1, 2023 and all applicable licenses/permits, and fees.

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

MOTION ___ OTHER __

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: September 19, 2023

RELATING TO:

Outdoor Special Event application for the House of Harley Barktober MADACC & K9 Units event, to be located at 6221 W. Layton Ave., October 7, 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.

Event Date	Start Time	Beer Finish	End Time
Saturday, October 7	10:00 a.m.	4:00 p.m.	4:00 p.m.

Set-up: Saturday, 10/14, 8:00 a.m.
Breakdown: Saturday, 10/14, 4:00 p.m.

Live music 10:00 a.m. - 4:00 p.m. Alcohol sales 10:00 a.m. – 4:00 p.m. Event held on House of Harley premises.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Barktober MADACC & K9 Units event, to be located at 6221 W. Layton Ave., October 7, 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: September 19, 2023

RELATING TO:

Outdoor Special Event application for the Bluemel's Fall Family Festival event, to be located at 4930 W. Loomis Rd., October 7, 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.

Event Date	Start Time	Beer Finish	End Time
Saturday, October 7	12:00 p.m.	7:00 p.m.	7:00 p.m.

Set-up: Saturday, 10/7, 11:30 a.m.
Breakdown: Saturday, 10/7, 7:00 p.m.

Live music 12:00 p.m. - 7:00 p.m. Alcohol sales 12:00 p.m. – 7:00 p.m. Event held on Bluemel's premises.

Recommendation: Approve the Outdoor Special Event application for the Bluemel's Fall Family Festival event, to be located at 4930 W. Loomis Rd., October 7, 2023 and all applicable licenses/permits.

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

MOTION ___ OTHER __

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Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G24-EMSLeaveBe-14**

Bureau of Procurement and Contracting (BPC) Review:

☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
Please indicate any information that will help the OLC reviewer recall the result of the review of this document.

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CFC464...

Name: Cody Wagner
Title: Office of Legal Counsel

8/3/2023
Date Signed

Revision: 8/2/2022 (previous versions obsolete)

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Bureau of Procurement and Contracting
Procurement Authority Review
(Not required for CARS/GEARS agreements)

Submitting division: DPH

Division submitter:

Procurement authority:

☐ Request for Bid (provide solicitation#):
☐ Request for Proposal (provide solicitation#):
☐ Request for Services
☐ Waiver (provide waiver#):
☐ Simplified Bid
☐ Interagency
☒ Grant exemption (provide GE#): 159
☐ Other (describe):

Appropriation (if applicable): 83300

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GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Greenfield Fire Department
for
EMS Leave Behind Grant

DHS Grant Agreement No.: 435100-G24-EMSLeaveBe-14
DPH Contract No.: 60989
Agreement Amount: $15,930.00
Agreement Term Period: July 1, 2023 to June 30, 2024

DHS Division: Division of Public Health
DHS Grant Administrator: Mary Raina Haralampopoulos
DHS Telephone: 608-267-3783
DHS Email: mraina.haralampopoulos@dhs.wisconsin.gov

Grantee Grant Administrator: Dan Weber
Grantee Telephone: 414-899-7561
Grantee Email: daniel.weber@gffd.us
Grantee Unique Entity Identifier (UEI) Name:
Grantee Unique Entity Identifier (UEI) Number:
Grantee Supplier ID: 72094

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin **Department of Health Services**	**Grantee** Entity Name: _____
Authorized Representative	Authorized Representative
Name: _____	Name: Dan Weber
Title: _____	Title: Battalion Chief
Signature: _____	Signature: _____
Date: _____	Date: _____

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TABLE OF CONTENTS

1. DEFINITIONS 3
2. ORDER OF PRECEDENCE 4
3. PARTIES 4
4. PURPOSE AND SCOPE 4
   4.1 **List of Exhibits** 4
5. CONTACT INFORMATION 4
6. PAYMENT FOR GRANT AWARD 5
7. REPORTING 5
8. FEDERAL AND STATE RULES AND REGULATIONS 5
9. AFFIRMATIVE ACTION 5
10. CIVIL RIGHTS COMPLIANCE 6
11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION 7
12. HIGH-RISK IT REVIEW 8
13. SUBGRANT or SUBCONTRACT 8
14. GENERAL PROVISIONS 9
15. ACCOUNTING REQUIREMENTS 9
16. CHANGES IN ACCOUNTING PERIOD 9
17. PROPERTY MANAGEMENT REQUIREMENTS 10
18. AUDITS 10
19. OTHER ASSURANCES 12
20. RECORDS 12
21. CONTRACT REVISIONS AND/OR TERMINATION 13
22. NONCOMPLIANCE AND REMEDIAL MEASURES 14
23. DISPUTE RESOLUTION 14
24. FINAL REPORT DATE 14
25. INDEMNITY 14
26. CONDITIONS OF THE PARTIES' OBLIGATIONS 15
27. GOVERNING LAW 15
28. SEVERABILITY 15
29. ASSIGNMENT 15
30. ANTI-LOBBYING ACT 15
31. DEBARMENT OR SUSPENSION 15
32. DRUG FREE WORKPLACE 15
33. MULTIPLE ORIGINALS 16
34. CAPTIONS 16
35. SPECIAL PROVISIONS, IF APPLICABLE 16
36. NULL AND VOID 16

Document In Process

DocuSign Envelope ID: C3045CCA-ED5A-4D66-92B5-76051FE585CF

1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

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provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.

B. The Grantee is: Greenfield Fire Department
The Grantee's principal business address is: 4333 S. 92 Street, Greenfield, WI, 53228

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 **List of Exhibits**
Exhibit 1: Scope of Work
Exhibit 2: Budget

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Mary Raina Haralampopoulos**
Telephone**: 608-267-3783**
Email: **mraina.haralampopoulos@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **«Dan Weber»**
Telephone**: 414-899-7561**
Email: **daniel.weber@gffd.us**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

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6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.

9. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women

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except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: https://doa.wi.gov/Pages/SBOPForms.aspx.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least $50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

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The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

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

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A. *Reporting to DHS*: Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the

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Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.

D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
1. $1,000 for each individual whose Confidential Information was used or disclosed;
2. $2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section

E. *HIPAA:* The Grantee **NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services**.**

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a

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further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.

B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

16. CHANGES IN ACCOUNTING PERIOD

A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.

B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and

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eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
   - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
   - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
   - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than $100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
   1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
   2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
   3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
   4. Report on compliance for each major program and a report on internal control over compliance.

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5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling $100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.
For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
   1. The auditee did not have an audit.
   2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
   3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
   4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
   5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
   1. Requiring modified monitoring and/or reporting provisions;
   2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
   3. Disallowing the cost of audits that do not meet these standards;
   4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;

5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to $500,000.

20. RECORDS

A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.

B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.

C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.

D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.

E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under

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this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
   1. Increased or decreased volume of services.
   2. Changes required by state and federal law or regulations or court action.
   3. Increase or reduction in the monies available affecting the substance of this Agreement.

B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.

C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.

D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.

E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
   1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
   2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
   3. Makes an assignment for the benefit of creditors;
   4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
   5. Incurs a delinquent Wisconsin tax liability;
   6. Fails to submit a non-discrimination or affirmative action plan as required herein;
   7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
   8. Becomes a federally debarred Grantee;
   9. Is excluded from federal procurement and non-procurement Agreements;
   10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
   11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
   12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
   1. A brief statement of the issue.
   2. The steps that have been taken to resolve the dispute.
   3. Any suggested resolution by either party.
B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **45 Days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

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26. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: https://www.gsa.gov/portal/forms/download/116430. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

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33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement. The funding is 100% local/other.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

NO MATCH

Match Requirements:

Funding percentages:

a. Federal:
b. State:
c. Local/Other:

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

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Request for Applications - EMS Leave Behind Program: Supply Support

Response ID:215 Data

2. Funding Application - Section 1: Applicant Contact Information

1. Organization Name

Greenfield Fire Department

2. Organization's Street Address

4333 S 92 St.

3. City

Greenfield

4. Zip Code

53228

5. Name of person we can contact regarding this application

Dan Weber

6. Email address of person we can contact regarding this application

daniel.weber@gffd.us

7. Phone number of person we can contact regarding this application

414-899-7561

3. Funding Application- Section 2: Project Narrative

8. Describe your agency's Leave Behind Program. Include the date it started (will start), how it is currently funded or supported, and details about how the program operates/will operate (e.g. will supplies be given to only a person who experienced an overdose or friends/family members as well, will supplies be provided to individuals who refuse transport to a hospital). (500 words)

In partnership with the Greenfield Health Department, the Greenfield Fire Department began a Narcan Leave Behind Program in October of 2022. Using supplies and funding from the health department, leave behind kits were assembled and placed on all fire department apparatus including ambulances and fire trucks. This kit includes Narcan, fentanyl test strips, Chapstick and Band-Aids, Narcan instructions, and a peer support specialist card. With assistance from Greenfield PD on scene of all overdoses, 100% of patients are encouraged and transported to a hospital for eval. A leave behind kit is left with family and/or friends. A fire department case manager and peer specialist then reach out to the patient once discharged from the hospital and offer treatment options as well as additional Narcan if needed.

9. Provide the date your updated operational plan was submitted or will be submitted, perDHS 110.35(2)(g), to DHS – Office of Preparedness and Emergency Health Care (OPEHC). If you have questions regarding your submitted update, reach out to your regional coordinator.

Update submitted to Mark Mandler on 3/31/2023

10. Describe the geographic area to be served with this funding. (100 words)

Greenfield is a southside suburb of the City of Milwaukee with a population of over 37,000 people. This funding would help serve those living in the City of Greenfield as well as our mutual aid partner cities of Milwaukee, West Allis, Greendale, Hales Corners, and Franklin. If Greenfield Fire Department is called to assist our neighbor agencies for overdoses, leave behind kits

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will be left for family/friends.

11. Evaluation - Describe the data collection and evaluation strategies that will be used to determine if the program is effective. (250 words)

The current Narcan Leave Behind Program receives Narcan from the Narcan Direct program and is supplied through the Health Department. EMS documents all Narcan leave behind kits through their electronic patient care record. A monthly report is shared with health on amount of Narcan distributed. This program has already shown promise in reducing overdose death due to patient relapse and family use of program Narcan.

12. Sustainability - Describe agency plans, if any, to continue this work beyond the funding period. (250 words)

The Greenfield Fire and Health Departments are committed to preventing harm and reducing overdose deaths throughout the City of Greenfield. As part of the city's community health plan, mental health and substance misuse will continue to be an area of focus until opioid and drug related deaths are at zero. In the event of a lack of funding for Narcan in the future, the Greenfield Fire Department would remain committed to finding additional sources to secure Narcan and continue the program.

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4. Confirm and Submit

I confirm that the information provided in this application is accurate to the best of my knowledge.

Signature of: Daniel Weber

5. Thank You!

EMS Leave Behind Application Submission

Mar 31, 2023 13:21:45 Success: Email Sent to: mraina.haralampopoulos@dhs.wisconsin.gov; christine.niemuth@wisconsin.gov

EMS Leave Behind Application Submission Complete

Mar 31, 2023 13:21:45 Success: Email Sent to: daniel.weber@gffd.us

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Contract Title: EMS Leave Behind Program Budget
Name of Organization: Greenfield Fire Department
Contract Period: July 1, 2023 - June 30, 2024

Instructions: Use the detail table below to calculate program costs. **Column B:** Enter brief description of each supply item or category (such as “Narcan, 4mg nasal spray” or “printing resource guide”). **Column C:** Enter number of units of each item to be purchased. If using an annual estimate of costs, the # of units should equal 12 (months). **Column D:** Enter dollar cost for each item. If estimating an annual cost (insurance, internet service, electricity expenses, etc.), enter the monthly cost in Column D and "12" (for the number of months in a year) in Column C. **Column E:** The following equation, which is already embedded in this column, is used to calculate total cost for each line (# of units * cost per unit). For every entry in the table, there must be a matching concise entry in the justification **Column F**.

	Description	# of Units	Cost per Unit	Total Cost	Justification
Example 1	*Narcan Nasal Spray 4 mg*	*10*	*$ 570.00*	*$ 5,700.00*	*10 cases of Narcan nasal spray (each case contains 12, two-dose boxes) at $570/case to be distributed to patients and bystanders in overdose situations.*
Example 2	*Printing of resource guides*	*12*	*$ 100.00*	*$ 1,200.00*	*Printing is for reource and instruction guides. Estimated based on a monthly cost of $100/month using Staples to print guides.*
Supply Item 1	Narcan Nasal Spray 4 mg	21	$ 570.00	$ 11,970.00	21 cases of Narcan to be distributed to patients, friends, family after EMS calls
Supply Item 2	Fentanyl Test Strips	2	$ 1,980.00	$ 3,960.00	2 boxes of 2000 fentanyl test strips to be distributed as well
Supply Item 3				$ -	
Supply Item 4				$ -	
Supply Item 5				$ -	
Supply Item 6				$ -	
Supply Item 7				$ -	
Supply Item 8				$ -	
Supply Item 9				$ -	
Supply Item 10				$ -	
Supply Item 11				$ -	
Supply Item 12				$ -	

TOTAL BUDGET REQUEST $ 15,930.00

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(Signature of Official Authorized to Sign Application)	(Date)
Dan Weber	Battalion Chief
(Print Name)	(Title)
(Agency / Contractor Name)	(Title of Program)

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DEPARTMENT OF HEALTH SERVICES **STATE OF WISCONSIN**
Division of Enterprise Services
F-01788 (03/2022)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed
For *(Name of Vendor)*	Unique Entity Identifier (UEI), *if applicable*

INTERNAL USE ONLY	
Contract #:	
Contract Description:	
The Office/Division of has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator	Date Signed

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Certificate Of Completion

Envelope Id: C3045CCAED5A4D6692B576051FE585CF
Status: Sent
Subject: DHS - Greenfield Fire Dept - EMS Leave Behind Grant -435100-G24-EMSLeaveBe-14
Source Envelope:
Document Pages: 24
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Kristen Sapyta
1 West Wilson St.
Madison, WI 53703
kristen.sapyta@dhs.wisconsin.gov
IP Address: 165.189.255.23

Record Tracking

Status: Original
8/1/2023 1:39:40 PM
Holder: Kristen Sapyta
kristen.sapyta@dhs.wisconsin.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: DHS
Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner CodyW.Wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None)	DocuSigned by: 31F480248CEC464... Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.23	Sent: 8/1/2023 1:48:41 PM Resent: 8/1/2023 2:50:32 PM Resent: 8/3/2023 2:24:16 PM Viewed: 8/3/2023 3:50:18 PM Signed: 8/3/2023 4:00:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dan Weber Daniel.weber@gffd.us Battalion Chief Security Level: Email, Account Authentication (None)		Sent: 8/3/2023 4:00:45 PM Viewed: 8/3/2023 4:03:25 PM
Electronic Record and Signature Disclosure: Accepted: 8/3/2023 4:03:25 PM ID: e300e734-14f9-4cc7-bc67-6087fed237b9		
Jonette Arms jonette.arms@dhs.wisconsin.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/3/2023 10:23:52 AM ID: 58085b33-1130-4c6d-a001-88e1380b68c8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp
Christine Niemuth christine.niemuth@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2023 9:04:07 AM ID: 03766af4-48bc-40a8-8c10-5346d5e0e6eb	COPIED	Sent: 8/1/2023 1:48:42 PM
Pa Khang pa.khang@dhs.wisconsin.gov Grant Specialist WI DHS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/1/2023 1:48:43 PM
Mary Raina Haralampopoulos mraina.haralampopoulos@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/1/2023 1:48:41 PM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/1/2023 1:48:42 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2023 1:48:43 PM
Envelope Updated	Security Checked	8/1/2023 2:50:31 PM
Envelope Updated	Security Checked	8/1/2023 2:50:31 PM
Envelope Updated	Security Checked	8/3/2023 2:24:15 PM
Envelope Updated	Security Checked	8/3/2023 2:24:15 PM
Envelope Updated	Security Checked	8/3/2023 2:24:15 PM
Envelope Updated	Security Checked	8/3/2023 2:24:15 PM
Envelope Updated	Security Checked	8/3/2023 2:24:15 PM
Envelope Updated	Security Checked	8/3/2023 2:24:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

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EQUIPMENT SHARING AGREEMENT BETWEEN
MILWAUKEE COUNTY FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement ("Agreement") is entered into as of the date signed by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as "the Parties" or "the Departments" or singularly as "Party" or "Department") for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

RECITALS:

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes.

The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations.

The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as "Equipment") between the Parties for efficiency and effectiveness of operations.

The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the "Provider." A Party receiving Equipment shall be designated the "Borrower."

TERM

This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the Village President or City Mayor or authorized representative and the comptroller or clerk, as applicable.

Parties may withdraw from the Agreement in accordance with the Termination Section of the Agreement.

EQUIPMENT USAGE

a. Usage Scenarios. Instances in which Equipment owned by a party to this Agreement is operated by another party to this Agreement shall fall into two categories:

   1. Just In Time Operations: Non-pre-planned operation of equipment
   2. Short-Term Sharing: The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.

b. Operator Qualifications. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. In cases of Short-Term Lending, borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.

c. Usage Requirements. Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

JUST IN TIME OPERATIONS

"Just In Time Operations" are those operations occurring at emergent responses where personnel from assisting agencies may be needed to operate other municipalities' vehicles/apparatus. Early identification of needs is key to assessing and handling these situations, which includes the following considerations:

It is preferred that personnel from the Department owning the vehicle operate the vehicle/apparatus, and, if additional personnel are necessary for mitigating an emergency while the vehicle is being operated, those personnel be requested from a Department that does not own the vehicle/apparatus.

If all personnel from the Department owning the vehicle are needed to mitigate the emergency and a driver is needed to operate an apparatus/vehicle owned by another Department, the following should occur:

1. Officer in charge of apparatus/vehicle needing operation should communicate with the incident commander that assistance is needed in driving the apparatus/vehicle.
2. Incident Commander should identify a driver to assist.

3. The member selected to drive should review the "just in time" training document specific to the vehicle/apparatus.
4. Officer in charge should strongly consider directing the vehicle/apparatus be operated in a non-emergency status during "just in time" operation.
5. Wisconsin Statute pertaining to Emergency Vehicle Operations always applies.
6. The provisions of this agreement relating to negligence shall apply to the aiding Operator.

SHORT TERM SHARING

a. Borrower Responsible for Charges and Fees. Borrower is responsible for all fines and other liens that might be incurred against equipment shared under this Agreement, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

b. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to Provider.

c. Charges for Equipment. Lender shall not charge Borrower for use of equipment unless there would be reimbursement from a third party.

d. Delivery/Pickup. Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Notification. Borrower shall contact Provider as well in advance as reasonably possible of each pick-up and delivery to confirm. The acceptance of any request is at the discretion and timing of the Provider.

f. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower's pick-up.

g. Inspections. Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are sound at the time Borrower picks up the Equipment, and which must have adequate tread depth to ensure safe and legal operation during the share period. The results of these inspections shall be documented on an Equipment Inspection Form and on a High Wear Item Inspection Form (if used by the provider or borrower). Digital photographs of the equipment should be taken at the time of pickup to ensure that any existing damage is documented appropriately.

h. Operations and Safety Manuals. Provider shall make a copy of all Equipment operation and safety manuals available to Borrower at the time of Equipment delivery.

i. Contact Person. Each Party agrees to appoint a person or persons to act as liaison(s) for each rental request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated below:

A list of each Department's contact person shall be maintained by the Milwaukee County Association of Fire Chiefs or its designee.

j. Maintenance and Repair of Equipment. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

k. Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;

2. Replacement of any damaged or worn-out tools such as cutting edges and bits;

3. Replacement of any windows or windshields that are cracked or damaged;

4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by borrower.

l. Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation, and;
2. Equipment, is being used as intended by the manufacturer, and;

3. Equipment has received all manufacturer required maintenance during its use by the Borrower.

m. Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:

1. Operating Equipment outside of its normal operation, or;
2. Operating Equipment in a manner not intended by the manufacturer, or;
3. Operating Equipment without performing required maintenance.

n. Borrower shall not claim damages from the Provider in the form of monetary, lost efficiency or time or consequential damage as a result of equipment failure.

o. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items identified in each Provider's Equipment Catalog and as noted on each Provider's Equipment Inspection Form.

1. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.

2. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by equipment defects.

3. In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, equal to eighty percent of the current retail market value of the Equipment prior to the damage as determined by an independent appraisal, for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the third party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider.

Provider shall not be entitled to consequential damage for the loss of use of the equipment due to accidental damage.

WARRANTY

Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, insurance requirements as specified by the Parties. It is understood by the Parties that the City of Milwaukee is self-insured.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

NO WAIVER

The Parties acknowledge and affirm that they are governmental entities entitled to immunities pursuant to, among other provisions, common law and Wis. Stat. § 893.80, and agree that nothing contained in this Agreement is intended as a waiver of any defenses, immunities, or limitations to which they are entitled.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

The Municipality/Department signatory certifies that this Apparatus Sharing Agreement has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is attached hereto.

Upon receipt of this local signatory, the Fire Chief shall provide this document to the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs to acknowledge and apprise all parties participating in this agreement.

_____
Signatory

_____
Date

Committee: Finance & Human Resources
Item Number:
Introduced By: J. Foley
Date Introduced: 9/13/2023

RELATING TO: Discussion and decision to approve memorandum of understanding between City of Greenfield Health Department and Quartz Health Solutions

SUMMARY:

The purpose of this MOU is to have Quartz Health Solutions established as a provider with our health department to allow for Medicaid reimbursement for services provided within the health department. Quartz will reimburse 100% of the WI Medicaid SSI and/or Badgercare Plus fee schedule in place at the time of service.

City Attorney has reviewed agreement.

West Allis has signed with Quartz and advises we do the same.

Recommend approval.

MEMORANDUM OF UNDERSTANDING

Quartz Health Solutions, Inc.
and
Boards Created under WI Stats., 51.42, 51.437, or 46.23

Quartz Health Solutions, Inc., ("Quartz") will reimburse 100% of the Wisconsin Medicaid SSI and/or BadgerCare Plus fee schedule in place at the time of service. It is the responsibility of both Quartz and the Board to ensure that courts order the use of Quartz providers. If the court orders a non-Quartz source to provide the treatment or evaluation, Quartz is liable for the cost up to the full BadgerCare Plus and/or Medicaid SSI rate if Quartz could not have provided the service through its own provider arrangements. If the service was such that Quartz could reasonably have been expected to provide it through its own provider arrangements, Quartz is not liable. Reasonable arrangements, in this situation, are certified providers with facilities and services to safely meet the medical and psychiatric needs of the member within a prompt and a reasonable time frame. Quartz will use the above reimbursement arrangement for assessments performed by the Board's designated assessment agency under HFS 62, Intoxicated Driver Program rules. Quartz and the Board(s) will agree to have a working relationship to report and refer any necessary information if required by the Board or Quartz for necessary treatment.

This agreement becomes effective on the date the Board(s) agency is certified by Wisconsin Medicaid SSI and/or BadgerCare Plus or on the date when both Quartz and the Board(s) agency have signed, whichever is later This agreement may be terminated by providing at least 14 days prior written notice to the other party.

HMO: Quartz Health Solutions, Inc. 2650 Novation Parkway Fitchburg, WI 53713	**Board(s) Provider:**
Authorizing Signature:	**Authorizing Signature:**
Print Name: Greg Langer	**Print Name:**
Title: Value-Based Care Programs V.P.	**Title:**
Date:	**Date:**

MEMORANDUM OF UNDERSTANDING
Quartz Health Solutions, Inc.
and
Department of Social Services

Quartz Health Solutions, Inc., ("Quartz") will reimburse the Department of Social Services ("DSS") or its provider if Quartz cannot provide treatment at 100% of the Wisconsin Medicaid SSI and/or BadgerCare Plus fee schedule or will directly cover medical services, including examinations and treatment ordered by a court. It is the responsibility of both Quartz and the DSS to ensure that courts order the use of Quartz providers. If the court orders a non-Quartz source to provide the treatment or evaluation, Quartz is liable for the cost up to the full Medicaid rate if Quartz could not have provided the service through its own provider arrangements. If the service was such that Quartz could reasonably have been expected to provide it through its own provider arrangements, Quartz is not liable.

Quartz and the DSS will work together to report and refer any Wisconsin Medicaid SSI and/or BadgerCare Plus enrollees for suspected cases of child abuse or neglect pursuant to §.48.981, WI Stats. Quartz and the DSS will also have a working relationship for those Wisconsin Medicaid SSI and/or BadgerCare Plus enrollees who are physically disabled and who may need Supportive Home Care or other programming provided or purchased by the county agency. The evaluations for substitute care will be provided by a provider acceptable to both parties. Quartz will identify expert providers acceptable to the DSS and Quartz in dealing with court-related children's services, victims of child abuse and neglect, and domestic abuse.

This agreement becomes effective on the date the DSS agency is certified by Wisconsin Medicaid SSI and/or BadgerCare Plus or on the date when both Quartz and the DSS agency have signed, whichever is later. This agreement may be terminated by providing at least 14 days prior written notice to the other party.

HMO: Quartz Health Solutions, Inc. 2650 Novation Parkway Fitchburg, WI 53713	**Board(s) Provider:**
Authorizing Signature:	**Authorizing Signature:**
Print Name: Greg Langer	**Print Name:**
Title: Value-Based Care Programs V.P.	**Title:**
Date:	**Date:**

MEMORANDUM OF UNDERSTANDING
Quartz Health Solutions, Inc.
and
Agency

Agency ("Provider") agrees to provide health checks, lead screenings, and immunizations for enrollees of the Quartz Medicaid SSI and/or BadgerCare Plus program and to share medical record information with the enrollee's primary care physician in a timely manner as well as with Quartz Health Solutions, Inc. ("Quartz") upon request.

Quartz will reimburse Provider the lesser of billed charges or 100% of the Wisconsin Medicaid Maximum Allowable Fee at original time of adjudication for each covered health check, immunization administration, and other services listed below.

Provider will be reimbursed the lesser of billed charges or 100% of the Wisconsin Medicaid Maximum Allowable fee for a visit for immunization administration or blood lead services at the five-minute rate with the assurance that the member assessment and education are provided at the visit and if not in conjunction with a health check.

Medical Records and Utilization Date. Provider agrees to provide access to records for compliance with State Medicaid SSI and/or BadgerCare Plus contract for those services provided by the Provider which were specifically approved to determine appropriateness of care, at no charge. Provider agrees to provide utilization data as required in the State Medicaid SSI and/or BadgerCare Plus contract.

This Memorandum of Understanding (MOU) becomes effective on the date indicated and when signed by both parties. This MOU shall continue for a 2-yr cycle and renew annually, except when either party terminates the Memorandum of Understanding in writing with sixty (60) days written notice. This Memorandum of Understanding may be amended with the written consent of both parties. All amendments shall be attached to this Memorandum of Understanding and be made apart thereof.

Claims should be submitted to:
Quartz Health Solutions, Inc.
P.O. Box 610
Sauk City, WI 53583
member ID should be included on claim which is enrollee's Forward Health ID

Questions regarding enrollee's eligibility and benefits should be directed to Quartz Customer Service at 800-362-3310.

HMO: Quartz Health Solutions, Inc. 2650 Novation Parkway Fitchburg, WI 53713	**Board(s) Provider:**
	Tax Id: **NPI:**
Authorizing Signature:	**Authorizing Signature:**
Print Name: Greg Langer	**Print Name:**
Title: Value-Based Care Programs V.P.	**Title:**
Date:	**Date:**

MEMORANDUM OF UNDERSTANDING
Quartz Health Solutions, Inc.
and
Substance Abuse Service Providers, Mental Health Providers, Child Welfare Agencies, and Probation/Parole Agencies

This Memorandum of Understanding (MOU) is established in order to facilitate the delivery of services to assist families to gain mastery of their lives, eliminate barriers between and within the services and to reduce the resulting confusion for the families we serve. We, **Agency**, the undersigned, agree to the following MOU.

- The alcohol and other drug abuse (AODA) treatment provider will be the case coordinator, or HUB, using a comprehensive case management approach with Child Welfare, Mental Health, Birth to Three, and all other agencies supporting the family.
- All impact agencies must work together to identify issues, barriers, goals, and coordinate service plans so activities do not conflict with one another.
- Inter-agency cross training will occur by all agencies involved in the case. It is imperative to the success of the participant and their service plan that agency representatives are educated on the requirements and policies of all coordinating agencies.
- The case HUB agency will develop, make referrals, and monitor needs assessment and universal service plan for the case.
- All changes from the universal service plan will be discussed in a case coordination meeting with all the agencies prior to the action being instituted.
- The confidentiality requirements of every agency involved with the case plan will be upheld.
- Specific release will be obtained and signed by the primary person in the case on an as-needed basis to coordinate communication, ensure confidence of sensitive information, and establish protocol for crisis or emergency solutions.

SIGNATURES	
HMO (Quartz Health Solutions, Inc.) Representative Signature:	**Date:**
AODA Treatment Provider Representative Signature:	**Date:**
Mental Health Provider Representative Signature:	**Date:**
Child Welfare Agency Representative Signature:	**Date:**
Probation/Parole Representative Signature:	**Date:**

PACKETS FOR WEDNESDAY, 9 / 13 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	8/11/2023	$	238,933.52
AP CHECK	8/18/2023	$	395,548.54
AP CHECKS	8/25/2023	$	2,064,597.86
AP CHECKS	9/1/2023	$	737,082.98
AP CHECKS	9/8/2023	$	35,562.36
WIRE TRANSFERS - AUGUST 2023		$	1,722,391.60
P-CARDS - JULY 2023		$	151,456.25
P-CARDS - AUGUST 2023		$	206,317.19
	TOTAL	$	5,551,890.30

CC: PAULA

CC: FINANCE FOLDER

LOCAL GOVERNMENT INVESTMENT POOL

July 2023 Statement

June Ending Balance		$	33,673,899.58
8 Deposit (s) in July			7,722,232.99
1 Withdrawal(s) in July			4,000,000.00
July Interest Earnings @ 5.15%			154,216.28
	TOTAL	$	37,550,348.85

JULY 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$735,892.99	12/31/2001	variable		$31.25	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,554,325.95	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$145,843.71					
Ehlers Investment Partners X- GRD 2021B	$744,209.26	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$2,969,880.26					
Ehlers Investment Partnes X - 2022A X-3025	$1,513,919.07					
Associated Bank Investments	$6,291,670.60	3/15/2022	variable			
Totals	$18,955,741.84				$31.25	

LOCAL GOVERNMENT INVESTMENT POOL

August 2023 Statement

July Ending Balance		$	37,550,348.85
0 Deposit (s) in August			-
4 Withdrawal(s) in August			4,250,000.00
August Interest Earnings @ 5.31%			165,244.96
	TOTAL	$	33,465,593.81

AUGUST 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$735,892.99	12/31/2001	variable			21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,592,893.18	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$147,019.45					
Ehlers Investment Partners X- GRD 2021B	$749,367.80	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$2,995,895.01					
Ehlers Investment Partnes X - 2022A X-3025	$1,501,264.55					
Associated Bank Investments	$6,338,566.68	3/15/2022	variable			
Totals	$19,060,899.66				$0.00	

BUDGET REPORT FOR GREENFIELD
Fund: 010 GENERAL
Calculations as of 07/31/2023

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 07/31/23	BALANCE REMAINING
ESTIMATED REVENUES					
TAXES	TAXES	19,668,963	20,139,625	20,146,024	(6,399.00)
INTGOV	INTERGOVERNMENTAL	4,201,440	4,180,894	2,895,361	1,285,533.00
L&P	LICENSES AND PERMITS	1,298,719	1,219,300	734,594	484,706.00
FINES	FINES-FORFEITS-PENALTIES	690,209	803,000	536,207	266,793.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,120,576	1,960,500	1,366,559	593,941.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,365,014	1,353,727	714,432	639,295.00
MISC REV	MISCELLANEOUS REVENUE	370,911	382,969	366,778	16,191.00
OTH FIN	OTHER FINANCING SOURCES	73,705	748,276		748,276.00
TOTAL ESTIMATED REVENUES		29,789,537	30,788,291	26,759,955	4,028,336.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	3,831,659	4,051,447	2,418,995	1,632,452.00
PS	PUBLIC SAFETY	19,126,618	20,227,742	10,794,917	9,432,825.00
PW	PUBLIC WORKS	3,874,226	3,981,096	2,650,961	1,330,135.00
HHS	HEALTH AND HUMAN SERVICES	911,629	976,750	369,320	607,430.00
CRE	CULTURE, REC AND EDUCATION	1,139,612	1,293,176	624,232	668,944.00
PD	PLANNING AND DEVELOPMENT	200,050	243,080	99,052	144,028.00
OTHER	OTHER FINANCING SOURCES(USES)	360,558	15,000	84,118	(69,118.00)
TOTAL APPROPRIATIONS		29,444,352	30,788,291	17,041,595	13,746,696.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		345,185		9,718,360	9,718,360.00
	BEGINNING FUND BALANCE	9,115,224	9,460,411	9,460,411	
	ENDING FUND BALANCE	9,460,409	9,460,411	19,178,771	