COMMON COUNCIL MEETING AGENDA

Tuesday, October 17, 2023 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the October 3, 2023 Common Council minutes

E. Mayor's Report

1. Resolution authorizing the issuance of not to exceed $12,000,000 taxable note anticipation notes.

F. Aldermanic Reports

G. Announcements

H. Citizen Commentary

I. Public Hearings

1. Public Hearing on a Special Use Permit for Clarity Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., Suite 213, submitted by Jessica Reimer, d/b/a Clarity Massage and John Weiss, d/b/a My Salon Suite of Greenfield. (Tax Key No. 650-8998-009) (PC-9/12/23 Kastner)
    a. Approve a Resolution for a Special Use Permit for Clarity Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., Suite 213, submitted by Jessica Reimer, d/b/a Clarity Massage and John Weiss, d/b/a My Salon Suite of Greenfield. (Tax Key No. 650-8998-009) (PC-9/12/23 Kastner)
    b. Approve a Site Plan Review for Clarity Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., Suite 213, submitted by Jessica Reimer, d/b/a Clarity Massage and John Weiss, d/b/a My Salon Suite of Greenfield.
    (Tax Key No. 650-8998-009) (PC-9/12/23 Kastner)
2. Public Hearing on a Special Use Permit for Game Together MKE, a proposed used merchandise store, to be located at 4635 S. 108 St., submitted by Steven Barron, d/b/a Game Together MKE and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001) (PC-9/12/23 Kastner)
    a. Approve a Resolution for a Special Use Permit for Game Together MKE, a proposed used merchandise store, to be located at 4635 S. 108 St., submitted by Steven Barron, d/b/a Game Together MKE and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001) (PC-9/12/23 Kastner)
    b. Approve a Site Plan Review for Game Together MKE, a proposed used merchandise store, to be located at 4635 S. 108 St., submitted by Steven Barron, d/b/a Game Together MKE and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001) (PC-9/12/23 Kastner)
3. Public Hearing on a Special Use Permit for One + 1, a proposed full-service restaurant, to be located at 5442-44 W. Forest Home Ave., submitted by Par Hnem Cung, d/b/a OnePlus1 LLC. (Tax Key No. 556-8988-001) (PC-9/12/23 Kastner)

a. Approve a Resolution for a Special Use Permit for One + 1, a proposed full-service restaurant, to be located at 5442-44 W. Forest Home Ave., submitted by Par Hnem Cung, d/b/a OnePlus1 LLC. (Tax Key No. 556-8988-001) (PC-9/12/23 Kastner)

b. Approve a Site Plan Review for One + 1, a proposed full-service restaurant, to be located at 5442-44 W. Forest Home Ave., submitted by Par Hnem Cung, d/b/a OnePlus1 LLC. (Tax Key No. 556-8988-001) (PC-9/12/23 Kastner)

J. 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)

K. New Business

1. Claim received from Axley Brynelson, LLP on behalf of F. Patrick LaSusa and Mary H. Payne. (Goergen)
2. Notice of Injury received from Gimbel, Reilly, Guerin & Brown LLP on behalf of Susan A. Fowler. (Goergen)
3. Consider/approve resolution allowing claim of Nickie Cooper. (Goergen)
4. Approve applications for 2023-2024 operator licenses (Goergen)
5. Approve a change of agent from Israel Taylor to Ashleigh Elizabeth Balsley, 2523 E. Webster Place, Apt. 11, Milwaukee, WI 53221, for the 2023-2024 "Class A" Combination Fermented Malt Beverage and Liquor Retailer's License held by Aldi, Inc. (Wisconsin), 4615 W. Layton Ave. (Aldi #23). (Goergen)
6. Approve application for a 2023-2024 Coin Operated or Automatic Dry Cleaning and/or Washing Machine License received from Mega Laundromat LLC, Kabir Ahmed, Agent, for the property at 4101 W. Howard Ave. (Goergen)
7. Approve application for a 2023-2024 Secondhand/Pawnbroker Article Dealer license received from Resale Barron LLC, Steven Barron, Agent, for the property at 4635 S. 108th St. (Game Together MKE) (Goergen)
8. Adopt a resolution in support of applying for a grant from the Wisconsin Department of Natural Resources for Urban Forestry. (Katz)
9. Accept a grant from the Milwaukee Metropolitan Sewerage Commission for trees to be planted at Konkel Park. (Katz)
10. Consideration and possible action on a "Resolution Approving an Amendment to the Project Plan of Tax Incremental District No. 6." (Porter)
11. Discussion and action relative to the approval of the South 27th Street Business Improvement District 2024 Proposed Operating Plan. (Porter)
12. Approve a Special Use Review and Site Plan Review for an ownership change to Gold Coast Subs, an existing limited-service restaurant, located at 4263 W. Layton Ave., submitted by Joshua Bizub, d/b/a Gold Coast Subs. (Tax Key No. 621-9957-001) (PC-10/10/23 Kastner)
13. Approve a Special Use Review and Site Plan Review for Meiji Restaurant, a proposed full-service restaurant, to be located at 3740 S. 108 St., submitted by Cai Huang, d/b/a Meiji Restaurant and Scott Lausten, d/b/a Keller, Inc. (Tax Key No. 562-9951-007) (PC-10/10/23 Kastner)

14. Consider/approve a Memorandum of Understanding (MOU) between the Wisconsin Elections Commission (WEC) and the City of Greenfield to participate in the Badger Book program and utilize the electronic poll book software created by the Commission, and authorize the Mayor to sign. (10/11/23 F&HR S. Saryan)
15. Decision to approve the UnitedHealthcare health, dental, vision, flexible spending account, health reimbursement account and Cobra benefits as presented for 1/1/2024 through 12/31/2024 and authorize Mayor to sign Acceptance of UnitedHealthcare Offer of Coverage letter (10/11/23 F&HR S. Saryan)
16. Approval of mileage reimbursements in the amount of $591.87. (10/11/23 F&HR S. Saryan)
17. Approval of schedules of disbursements in the amount of $1,633,919.29. (10/11/23 F&HR S. Saryan)

L. Items for future agenda

M. Adjourn

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

RESOLUTION NO. ____

RESOLUTION AUTHORIZING THE ISSUANCE
OF NOT TO EXCEED $12,000,000
TAXABLE NOTE ANTICIPATION NOTES

WHEREAS, it is necessary that funds be raised by the City of Greenfield, Milwaukee County, Wisconsin (the "City") for the public purpose of paying the cost of prepaying two municipal revenue obligations issued in connection with developments within the City's Tax Increment District No. 6, to wit: the $8,000,000 Taxable Tax Increment Revenue Bond (Tax Incrment District No. 6 – 84 South MOB Prepayment) and the $4,500,000 Community Development Authority of the City of Greenfield Taxable Redevelopment Revenue Bond (Chapman Cobalt Prepayment) (the "Prepayment"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the City hereby finds and determines that the Prepayment is within the City's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes;

WHEREAS, the City has determined to provide interim financing for the Prepayment by issuing taxable note anticipation notes pursuant to Section 67.12(1) of the Wisconsin Statutes which authorizes cities to issue note anticipation notes in anticipation of receiving proceeds of general obligation promissory notes which the City has authorized or covenanted to issue;

WHEREAS, the City will hereinafter authorize the issuance of taxable general obligation promissory notes as the security for repayment of the taxable note anticipation notes authorized hereunder; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to provide for the issuance of Taxable Note Anticipation Notes pursuant to Section 67.12(1)(b) of the Wisconsin Statutes, in anticipation of receiving the proceeds from the issuance and sale of the taxable general obligation promissory notes authorized hereunder to provide funding for the Prepayment.

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

Section 1. Authorization of Taxable General Obligation Promissory Notes. The City hereby authorizes the issuance of taxable general obligation promissory notes pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, in an amount not to exceed $12,000,000 to retire any outstanding taxable note anticipation notes issued for the purpose of providing interim financing for the Prepayment.

Section 2. Authorization of the Taxable Note Anticipation Notes. For the purpose of providing interim financing for the Prepayment, there shall be borrowed pursuant to Section 67.12(1) (b) of the Wisconsin Statutes, the principal sum of not to exceed TWELVE MILLION DOLLARS ($12,000,000) from a purchaser to be determined by subsequent resolution of this Common Council (the "Purchaser").

Section 3. Sale of the Taxable Note Anticipation Notes. To evidence such indebtedness, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, taxable note anticipation notes aggregating the principal amount of not to exceed TWELVE MILLION DOLLARS ($12,000,000) (the "Notes").

Section 4. Award of the Notes. The Finance Director (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared the offering documents and take other actions necessary for the sale and award of the Notes on November 21, 2023.

Section 5. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 17th day of October, 2023.

____
Michael J. Neitzke,
Mayor

ATTEST:

____
Jennifer Goergen,
City Clerk

(SEAL)

RESOLUTION NO. ______

Special Use Permit for Clarity Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., Suite 213, submitted by Jessica Reimer, d/b/a Clarity Massage and John Weiss, d/b/a My Salon Suite of Greenfield. (Tax Key No. 650-8998-009)

WHEREAS, Jessica Reimer, d/b/a Clarity Massage, 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 Clarity Massage, a proposed massage therapy business, to be located at 5170 S. 76 St., Suite 213; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on October 17, 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, Jessica Reimer, d/b/a Clarity Massage, resides at 2571A N. Dousman St., Milwaukee, WI 53212.

2. The applicant will lease a portion of the multi-tenant commercial building owned by BR of Wisconsin LLC, PO Box 13125, Milwaukee, WI 53213-0125.

3. Clarity Massage will occupy approximately 135 sq. ft. of the multi-tenant commercial building located at 5170 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 6117, being a part of the Southwest ¼ Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 650-8998-009

Said land being located at 5170 S. 76 St.

4. The applicant is proposing to establish a massage therapy business within the existing salon suite commercial building.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Offices of All Other Misc. Health Practitioners (massage therapists) as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Jessica Reimer, d/b/a Clarity Massage and John Weiss, d/b/a MySalon Suite of Greenfield, to establish a massage therapy business, to be located at 5170 S. 76 St., Suite 213, 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. <u>Site and Landscaping Plans</u>. 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 September 12, 2023 and by the Common Council on October 17, 2023. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.

2. <u>Building Plans and Fire Codes</u>. 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. <u>Hours of Operation</u>. The allowable hours of operation for Clarity Massage will be 11:00am – 7:30pm Monday – Thursday, and 10:30am – 3:00pm Saturday and Sunday.

4. <u>Off-Street Parking</u>. A total of 2 off-street parking stalls are required for Clarity Massage. The entire multi-tenant commercial building requires a total of 103 off-street parking spaces. The property will provide 47 off-street parking stalls. The Common Council may waive the shortage.

5. <u>Signage</u>. 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. <u>Public Nuisance</u>. 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.

____
Jessica Reimer, d/b/a Clarity Massage

____
John Weiss, d/b/a MySalon Suite

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\9-12-23\Clarity Massage\Resolution - Clarity Massage SUP 10-17-23.docx

RESOLUTION NO. ______

Special Use Permit for Game Together MKE, a proposed used merchandise store, to be located at 4635 S. 108 St., submitted by Steven Barron, d/b/a Game Together MKE, and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001)

WHEREAS, Steven Barron, d/b/a Game Together MKE, 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 Game Together MKE, a proposed used merchandise store, to be located at 4635 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on October 17, 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, Steven Barron, d/b/a Game Together MKE, resides at 3320 S. 55 Street, Milwaukee, WI 53219.

2. The applicant will lease a portion of the multi-tenant commercial building owned by Forest Park Real Estate, LLC, 2765 S. 27 St., Milwaukee, WI 53215.

3. Game Together MKE will occupy approximately 1,475 sq. ft. of the multi-tenant commercial building located at 4635 S. 108 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lots 2, 3, 4 and 5 of Block 1 of Valley View Heights, a recorded subdivision, plus the East 1/2 of a vacated alley adjacent on the West, all being a part of the Southeast 1/4 of Section 19, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 609-0033-001

Said land being located at 4633-4663 S. 108 St.

4. The applicant is proposing to establish a used merchandise store within the existing 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 used merchandise stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 108 St. commercial corridor. Properties to the north, south, and east are developed as commercial. Properties to the west are developed as residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Steven Barron, d/b/a Game Together MKE to establish a used merchandise store, focused on buying and selling used video games, consoles, accessories, and collectibles, to be located at 4635 S. 108 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 September 12, 2023 and by the Common Council on October 17, 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 Game Together MKE will be 11:00am – 7:00pm Wednesday – Saturday, and 10:00am – 4:00pm Sunday.

4. Off-Street Parking. A total of 7 off-street parking stalls are required for Game Together MKE. The entire multi-tenant commercial building requires a total of 70 off-street parking spaces. The property will provide 69 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.

____
Steven Barron, d/b/a Game Together MKE

____
Salim Shelleh, d/b/a Forest Park Real Estate 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

S:\Planning\Plan Commission\2023\9-12-23\Game Together MKE\Resolution - Game Together MKE SUP 10-17-23.docx

RESOLUTION NO. ______

Special Use Permit for One + 1, a proposed full-service restaurant, to be located at 5442-44 W. Forest Home Ave., submitted by Par Hnem Cung, d/b/a OnePlus1 LLC. (Tax Key No. 556-8988-001)

WHEREAS, Par Hnem Cung, d/b/a OnePlus1 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 One + 1, a proposed full-service restaurant, to be located at 5442-44 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on October 17, 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, Par Hnem Cung, d/b/a OnePlus1 LLC, resides at 3444 S. 56 St.., Milwaukee, WI 53219.

2. The property is owned by Success Step, LLC, 3444 S. 56 St., Milwaukee, WI 53219.

3. One + 1 will occupy approximately 1,800 sq. ft. of the multi-tenant commercial building located at 5442-44 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Southwest ¼ of Section 14, Township 6 North, Range 21 East in the City of Greenfield, Milwaukee County, State of Wisconsin, which is bounded and described as follows: Commencing at a point on the North line of said ¼ Section that is 27.72 feet East of the Northwest corner of the East 90 acres of the Northwest ¼ of said ¼ Section; thence South 33°55' East, 274.37 feet to the point of beginning of lands to be described; thence continue South 33°55' East, 161.23 feet to a point; thence North 50°33' East, 63.78 feet to a point; thence North 33°55' West, 154.56 feet to a point; thence South 55°20'30" West, 63.49 feet to the point of beginning. Excepting those pares in the City of Milwaukee and those parts taken for public street purposes.

Tax Key No. 556-8988-001

Said land being located at 5442-5446 W. Forest Home Ave.

4. The applicant is proposing to establish a full-service restaurant within the existing multi-tenant commercial building.

5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits full-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 W. Forest Home Ave. commercial corridor. Properties to the east, west, and south are developed as commercial. Properties to the north and southwest are developed as residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Par Hnem Cung, d/b/a OnePlus1 LLC, to establish a full-service restaurant, to be located at 5442-44 W. Forest Home Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on September 12, 2023 and by the Common Council on October 17, 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 One + 1 will be 11:00am – 10:00pm Monday – Friday, and 7:00am – 10:00pm Saturday and Sunday.

4. Off-Street Parking. A total of 27 off-street parking stalls are required for One + 1. The entire multi-tenant commercial building requires a total of 40 off-street parking spaces. The property will provide 6 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.

____
Par Hnem Cung, d/b/a OnePlus1 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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Katrina Ann Frahm	1933 S 97th ST	West Allis, WI 53227
Rebecca Flores	7971 S 6th ST	Oak Creek, WI 53154
Sanjeev Dhingra	7932 S 68th ST	Franklin, WI 53132
Sara J Rankovic	5614 S Marilyn ST 3	Milwaukee, WI 53221

Application for a Coin Operated or Automatic Dry Cleaning and/or Washing Machine License

City of Greenfield

Submitted On:
Oct 6, 2023, 02:14PM EDT

Are you an individual applicant or the agent of a corporation or LLC?	Yes
Name of Applicant (First, Middle, Last)	Kabir Ahmed
Home Address	**Street Address:** 4125 Pilgrim Rd **City:** Brookfield **State:** WI **Zip:** 53005
Phone Number	312-508-3520
Email Address	laundrysparks@gmaill.com
Are you a corporation or LLC?	Yes
Name of corporation or LLC	Mega Laundromat LLC
Address of corporation or LLC	**Street Address:** 4101 W Howard Avenue **City:** Greenfield **State:** WI **Zip:** 53221
Phone Number of corporation or LLC	414-367-8165
Are you a partnership	No
Name of manager or person in charge	Kabir Ahmed
Address of manager or person in charge	**Street Address:** 4125 Pilgrim Rd **City:** Brookfield **State:** WI **Zip:** 53005
Trade name of business	Mega Laundromat LLC
Address of Business	**Street Address:** 4101 W Howard Avenue **City:** Greenfield **State:** WI **Zip:** 53005
Phone Number of business	414-367-8165
Number of Dry Cleaning Machines & Washing Machines	**Number of Dry Cleaning Machines & Washing Machines:** 0 **Number of Dry Cleaning Machines & Washing Machines:** 38

Consent	Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge.
Consent	After this application is submitted, you will be redirected to the BS&A website to pay your invoice. A copy of your application will be emailed to you.
Signature Data	First Name: Kabir Last Name: Ahmed Email Address: laundrysparks@gmail.com  Signed at: October 6, 2023 2:13pm America/New_York

CITY OF Greenfield
Pledged to Progress

Common Council Meeting Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: October 17, 2023

RELATING TO:

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

SUMMARY:

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

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

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

RECOMMENDATION:

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

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

MOTION ___ OTHER ___

RESOLUTION NO. __________
AUTHORIZING RESOLUTION FOR
AN URBAN FORESTRY GRANT

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 17th day of October, 2023.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

Common Council Meeting Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: October 17, 2023

RELATING TO:

Accept a grant from the Milwaukee Metropolitan Sewerage Commission for trees to be planted at Konkel Park.

SUMMARY:

The Milwaukee Metropolitan Sewerage Commission (MMSD) is providing funding or trees to be planted at Konkel Park. The trees will be planted by Public Works

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

The grant is for $50,000 and does not require a match.

RECOMMENDATION:

Accept a grant from the Milwaukee Metropolitan Sewerage Commission for trees to be planted at Konkel Park.

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

MOTION ___ OTHER ___

Green Infrastructure Funding Agreement G98005P136

Green Solutions (GS)
Konkel Park Stormwater Tree Planting Program

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Greenfield (Greenfield), located at 7325 West Forest Home Avenue, Greenfield, Wisconsin 53220.

2. Basis for this Agreement

A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).

B. The District is responsible for collecting and treating wastewater from locally owned sewerage systems in the District's service area.

C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.

D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.

E. Green infrastructure (GI) such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.

F. The District's Wisconsin Pollutant Discharge Elimination System (WPDES) permit includes a goal of 50 million gallons of green infrastructure detention capacity.

G. The District wants to expedite the amount of green infrastructure installed in its service area.

H. Greenfield plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when Greenfield receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse Greenfield for the cost of the project described in the attached project description (Project), up to $50,000. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

5. Location of Project

The project will be within Konkel Park, located at 5151 West Layton Avenue, Greenfield, Wisconsin 53220.

6. Baseline Report

After completion of the project, Greenfield will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

A. a site drawing, showing the project as completed with GI assets defined;

B. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;

C. a tabulation of the bids received, including bidder name and price;

D. a copy of the executed construction contract;

E. a legal description of the property where the project is located, including parcel identification numbers, if a conservation easement is required;

F. photographs of the completed project;

G. a maintenance plan;

H. an outreach and education strategy, including a description of events or activities completed or planned;

I. an itemization of all construction costs, with supporting documentation;

J. a Small, Veterans, Women, and Minority Business Enterprise (SWMBE) and Equal Employment Opportunity (EEO) Report as attached and made part of this Agreement.

7. Procedure for Payment

Greenfield will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

Greenfield will send the Baseline Report and the invoice to:

Andy Kaminski, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless Greenfield obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

10. Project Maintenance

Greenfield will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then Greenfield will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make Greenfield ineligible for future District funding until Greenfield corrects maintenance problems.

11. Permits, Certificates, and Licenses

Greenfield is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

Greenfield must select professional service providers according to the ordinances and policies of Greenfield. Greenfield must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of Greenfield. Whenever work valued over $25,000 is procured without the use of a public sealed bidding process, the District may request and Greenfield must provide an opinion from a licensed attorney representing Greenfield explaining why the procurement complies with State of Wisconsin law and the ordinances of Greenfield

13. Responsibility for Work, Insurance, and Indemnification

Greenfield is solely responsible for planning, design, construction, and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the Project or Greenfield.

Greenfield will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by Greenfield. Greenfield may terminate this Agreement at any time, but Greenfield will not receive any payment from the District if Greenfield does not complete the Project.

15. Maintenance Covenant

After the completion of construction, the District must receive a Maintenance Covenant from Greenfield. The Maintenance Covenant will be limited to the Project. The term of the Maintenance Covenant will be ten years. Greenfield will cooperate with the District to prepare the Maintenance Covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between Greenfield and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

21. Independence of the Parties

This Agreement does not create a partnership. Greenfield does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

Greenfield may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

Greenfield will produce any records in the possession of Greenfield that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Greenfield will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	CITY OF GREENFIELD
By: ______________________________	By: ___________________________________
Kevin L. Shafer. P.E. Executive Director	Michael J. Neitzke Mayor
Date: _____________________________	Date: ________________________________

Approved as to Form

____

Attorney for the District

Green Infrastructure Funding Agreement G98005P136

Green Solutions (GS)
Konkel Park Stormwater Tree Planting Program

Project Description

Greenfield will plant approximately 250 stormwater trees in Konkel Park, located at 5151 West Layton Avenue, Greenfield, Wisconsin 53220.The types of trees planted may include: European Alder, Autumn Brilliance Serviceberry, Autumn Gold Ginkgo, River Birch, Espresso Kentucky Coffee, Prairie Pride Hackberry, Skyline Honey Locust and appropriate other species. The trees will be 1 ½ - 2 inches in diameter. Trees will be planted by Greenfield staff. Greenfield's contracted City Forester will make regular inspections of all planting sites and necessary tree maintenance will be performed by the City of Greenfield.

The new trees are expected to capture approximately 6,250 gallons of stormwater. Green Solutions funding will only be used for the cost of the trees. Greenfield will plant the trees at no cost to the District.

Schedule

Greenfield will complete the project by November 30, 2023.

Budget

The District will reimburse Greenfield for the cost of the project, up to $50,000. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

Outreach and Education

Greenfield will post educational signage and describe the project and its benefits in a community newsletter or web page.
Educational materials will acknowledge District funding for the Project.
Signage will:
1. be either designed and provided by the District or provided by Greenfield and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

SWMBE / EEO Data Report

Stormwater Tree Planting Program

It is the District's policy to encourage equal employment opportunity practices on the part of its suppliers of goods and services. Please use this form to provide employment data for your firm.

Number of Employees

(Report employees in only one category)

Race/Ethnicity	**Male**	**Female**
Asian		
Black or African American		
Hispanic or Latino		
Native American		
Other		
White		
Total		

Local Market Availability

State the percent of minorities and females that are available in the labor market from which you draw your workforce. These figures may be obtained from your local Job Service, State Labor Department, or the U.S. Census Bureau.

The labor market availability figures for the Milwaukee-Waukesha Primary Metropolitan Statistical Area (PMSA) for 2023 are: Minorities 26%, Females 48%.

Local Market Availability: Minorities _____ % Females _____ %

Firm Name ________________________________

Address ________________________________

City/State/Zip ________________________________

Contact Person ________________________________

E-mail Address ________________________________

RESOLUTION NO. ___________

RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN OF TAX INCREMENTAL DISTRICT NO. 6, CITY OF GREENFIELD, WISCONSIN

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

WHEREAS, Tax Incremental District No. 6 (the “District”) was created by the City on August 11, 2015 as a district in need of rehabilitation or conservation district; and,

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

WHEREAS, such Amendment will increase the donation from TID 6 to TID 8 from $16,000,000 to $19,915,000: and,

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

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Milwaukee County, the Greenfield School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and, WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Community Development Authority of the City of Greenfield (the "CDA"), on October 9, 2023 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and,

WHEREAS, after said public hearing, the CDA adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan.

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

1. The boundaries of the District named "Tax Incremental District No.6, City of Greenfield," remain unchanged.

2. That this Amendment is effective as of the date of adoption of this Resolution.

3. The Common Council finds and declares that:

   (a) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
   (b) The City estimates that approximately 47.5% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
   (c) The project costs relate directly to promoting the rehabilitation or conservation of the area consistent with the purpose for which the District is created. And any remaining project costs to be incurred have or will directly promoted/promote rehabilitation or conservation, consistent with the purpose for which the District is created.
   (d) Under the amended Project Plan, a total of $19,915,000 in excess tax increments will be transferred to the Recipient District (District 8).
   (e) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
   (f) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
   (g) The Recipient District is a blighted area district which qualifies it as an eligible recipient of excess revenue.

4. The Project Plan for "Tax Incremental District No. 6, City of Greenfield" (see Exhibit A), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

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

EXHIBIT A -

PROJECT PLAN

[SEE ATTACHED]

Committee: Common Council, October 17, 2023 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: October 17, 2023

RELATING TO:

Consideration and possible action on a “Resolution Approving an Amendment to the Project Plan of Tax Incremental District No. 6.”

SUMMARY:

Cobalt Partners is requesting an amendment to the Tax Incremental District No. 6 (84 South) Project Plan.

- Increase project costs.
    - Increase the donation from TID 6 (84 South) to TID 8 (Loomis Crossing) by $3,915,000.
        - Donation increasing from $16,000,000 (approved in 2022) to $19,915,000.
    - TID 6 has enough revenue to pay for all current Project Costs (to TID 6) and enough excess revenue to pay for eligible Project Costs of TID 8 (recipient district).
    - Increase cost of issuance expenses by $419,378 for the City to issue NANs in 2024 and longer-term refunding Notes in 2029 to prepay 2 outstanding MROs.
    - Increase interest cost by $7,154,763 associated with the prepayment of existing MROs with the NANs.
- The total Project Cost increase associated with the amendment is $11,225,226.
- Projected TID closure is 2040 (adding 2 years since 2022 amendment), prior to its mandatory closure in 2043.

Without the amendment, construction of Buildings B and C (apartment buildings at Loomis Crossing) will not be able to move forward. Additional financial assistance (the TID donation) is needed.

The Project Plan is attached.

Two (2) Development Agreement amendments are drafted and have been negotiated between the City’s outside legal counsel, Reinhart, and Cobalt. Those Development Agreements will be placed on a November Common Council agenda.

Recommendation: Approve the Resolution Approving an Amendment to the Project Plan of Tax Incremental District No. 6.

ATTACHMENTS:

- TID 6 Project Plan Amendment.

October 3, 2023

PROJECT PLAN AMENDMENT

City of Greenfield, Wisconsin

Tax Incremental District No. 6

84th Street South Development

Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting:	October 9, 2023
CDA Public Hearing:	October 9, 2023
Recommendation by CDA:	October 9, 2023
Adoption by Common Council:	October 17, 2023
Final Approval by the Joint Review Board:	TBD

TABLE OF CONTENTS

SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District ("TID") No. 6 ("District") is currently an approximate 44 acre In Need of Rehabilitation or Conservation District created on August 11, 2015. The existing District boundaries are the former Chapman School property bounded by I-894 on the North, Layton Avenue to the South, 84th Street to the East, and 94th Street to the West. The District was originally created on August 11, 2015.

The District was created to:

- Provide developer incentives to:
  - Purchase and assemble the land;
  - Perform environmental clean up and wetland mitigation;
  - Construct streets, utilities and pedestrian improvements;
  - Install stormwater management systems;
  - Demolish buildings; and
  - Assist with other developer hard and soft costs.
- Provide funding for City improvements to 92nd Street, Layton Avenue, 84th Street and the I-894 freeway off ramp.
- Provide funding for the City's other associated costs with the District, including professional services, administrative costs, financing costs, including interest, etc.
- The District's Project Plan was amended on March 21, 2017 to provide for funding of eligible projects within ½ mile of the District and provide additional developer incentives.
- The District's Boundary and Project Plan was also amended on December 6, 2022 for the following:
  - The Boundary amendment was to expand the District to include approximately 23 acres Northwest of the existing District, on the

North side of I-894. The area is generally located on the Northwest corner of 94th Street and I-894.

- Amended the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. ("Project"). Specifically, the Amendment will provide for development incentives in the form of Pay-As-You-Go (PAYGO) Municipal Revenue Obligations (MROs) of $19 million for infrastructure improvements to assist development along 92nd Street, $1.84 million to assist with the development of two (2) out-lots within the development, and $9.25 million to assist with the development of the Lokal Development. The new MROs totaled $30.09 million.
- Provided for a new State Trust Fund Loan (STFL) for the City to finance public improvements within ½ mile of the District. The new STFL is projected to be for $525,000.
- Allow an anticipated $16 million in excess revenue to be transferred to Tax Incremental District No. 8 ("Recipient District") as permitted under Wis. Stat. § 66.1105(6)(f)1. The Plan Amendment meets the following criteria necessary to allow for the transfer of excess revenue:
    - The District and the Recipient District lie within the same overlapping taxing jurisdictions.
    - The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient District.
    - The Recipient District, TID 8, created May 4, 2021 is a blighted area district created which qualifies it as an eligible recipient of excess revenue.

Purpose of Amendment

This is only a Project Plan amendment and not a Boundary amendment (limited to 4 boundary amendments and the City has already incurred 1, so 3 boundary amendments remain). The Amendment, or the Plan Amendment, is to:

- Increase the donation from TID 6 to TID 8 by $3,915,000 from $16,000,000 to $19,915,000 as permitted under Wis. Stat. §

66.1105(6)(f)1 to help pay for higher interest rate and construction costs in TID 8.

    - The District and the Recipient District lie within the same overlapping taxing jurisdictions.
    - The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient District.
    - The Recipient District, TID 8, created May 4, 2021 is a blighted area district created which qualifies it as an eligible recipient of excess revenue.

- Increase cost of issuance expenses by $419,378 to provide for the City to issue Note Anticipation Notes (NANs) in 2024 and longer term refunding Notes in 2029 to prepay 2 outstanding Municipal Revenue Obligations (MROs). The NANs and refunding are to provide more level debt service payments and provide a better cash flow for both TID 6 and the donations to TID 8.
- Increase interest cost by $7,154,763 associated with the prepayment of the existing MROs in 2024 with the NANs and longer-term refunding Notes in 2029.
- The total Project Cost increase associated with the Amendment is $11,225,226.

Estimated Total Project Cost Expenditures

The current Plan (as amended in 2022) provided for approximately $113 million in Project Costs. As amended here, the projected Project costs would be approximately $124 million.

As noted above, the roughly $11.25 million increase in Project Cost is associated with increasing the donation to TID 8, additional cost of issuance and additional interest cost associated with prepaying the 2 TID 6 existing MROs.

Incremental Valuation

Development and incremental values in TID 6 has greatly exceeded expectations. In the 2017 Project Plan Amendment, development was projected be just under $137 million, resulting in a projected $91.5 million in incremental revenue. As of January 1, 2023, approximately $186 million of new value has been created.

Current market conditions (higher interest rates and construction costs) have caused the development in TID 6 (and other TIDs) to slow down. The TID increment projections have been revised down to only those development projects occurring or expected in the near future. This removes approximately $52 million for multi-family residential development along 92nd Street (2022 boundary amendment), $5.4 million for the Lokal Development, $670,000 for development of 84th Street Outlot D2, and $3.4 million for the development of 84th Street Outlont A2. Should these projected developments occur, TID 6's performance will again accelerate.

Removal of the development projection for these projects have also removed the projected MROs associated with them to facilitate their development. Should the development projects return each and any potential MROs to help facilitate them will be evaluated at that time.

A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District as amended will generate sufficient tax increment to pay all Project Costs within 24 of its allowable 27 years. Closure is now projected in 2040, prior to its mandatory closure in 2043.

Summary of Findings

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

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In reaching this determination, the City found that prior development in the District could not proceed without appropriate development incentives and the City expects that will remain the case for the new area in the boundary amendment, as well as for the new Municipal Revenue Obligations (MROs) for the additional development in the existing TID 6 boundaries.

   In regard to TID 6 becoming a donor to TID 8, absent the transfer of additional incremental revenues from TID 6, development in TID 8 will not be sufficient to recover anticipated TID 8 Project Costs.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered that in addition to the incremental value expected to be created, the Project will result in creation of market rate multi-family housing to meet market demand, and provision of employment and commercial opportunities related to the construction and operation of the Project. Additionally, the transfers to TID 8 are expected to produce additional economic benefits associated with the continued implementation of TID 8's project plans such as rehabilitation and conservation of property, elimination of blighted areas and provision of necessary public infrastructure improvements.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a), or was in need of rehabilitation or conservation work as the time the District was created.

5. Based on the foregoing finding, the District remains designated as rehabilitation and conservation district.

6. The Project Costs relate directly to the rehabilitation and conservation of property and improvements in the District, consistent with the purpose for which the District was created.

7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.

8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.

9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

10. The City estimates that approximately 65% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

SECTION 2:
Preliminary Map of Original District Boundary and Territory to be Added and Recipient District

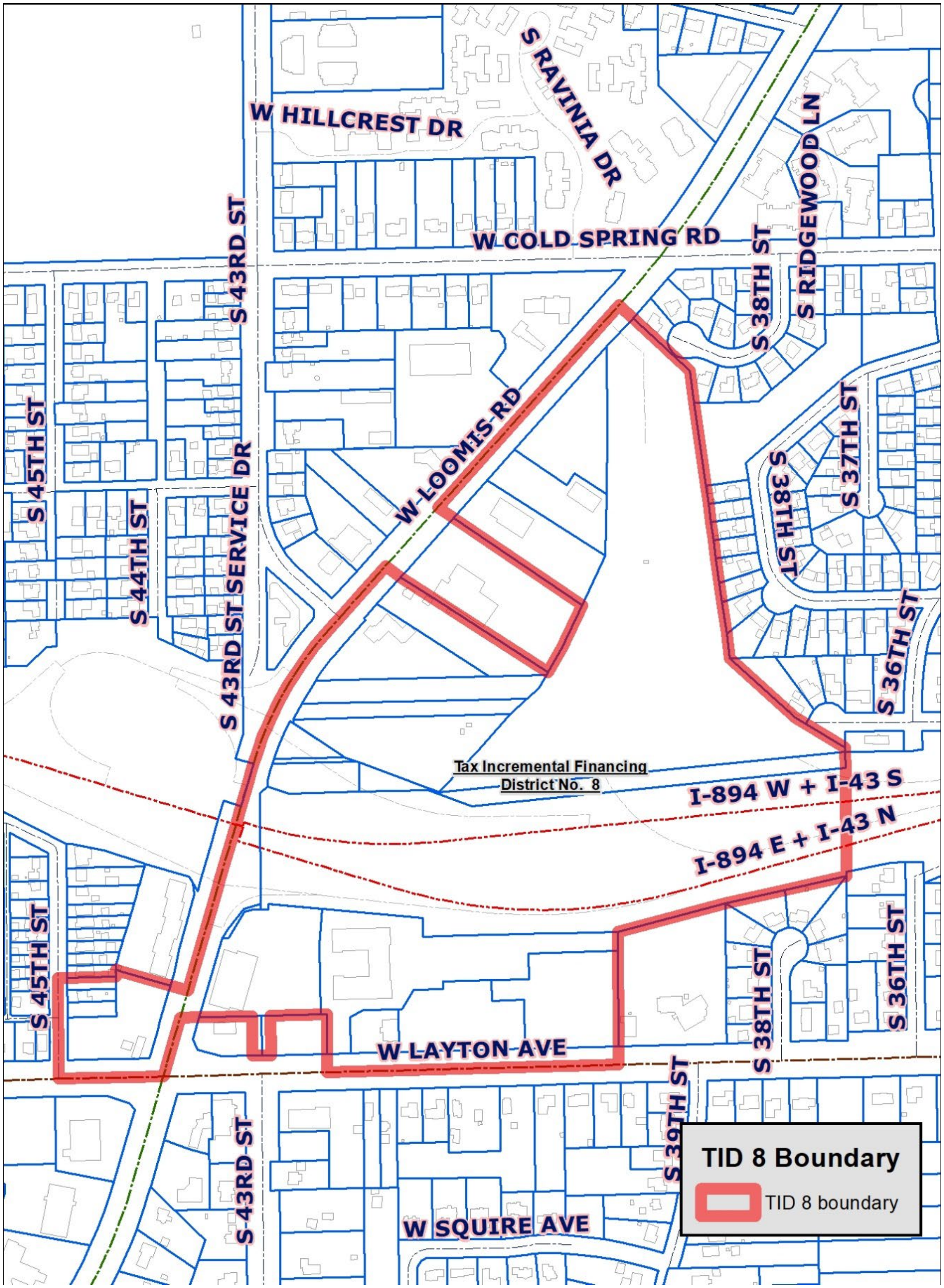
A map depicting the existing TID 6 Boundary, as amended in 2022, is found on the next page.

A map depicting TID 8, the Recipient District, is found on the following page.

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

Tax Increment District No. 6 Boundary As Amended(2022)

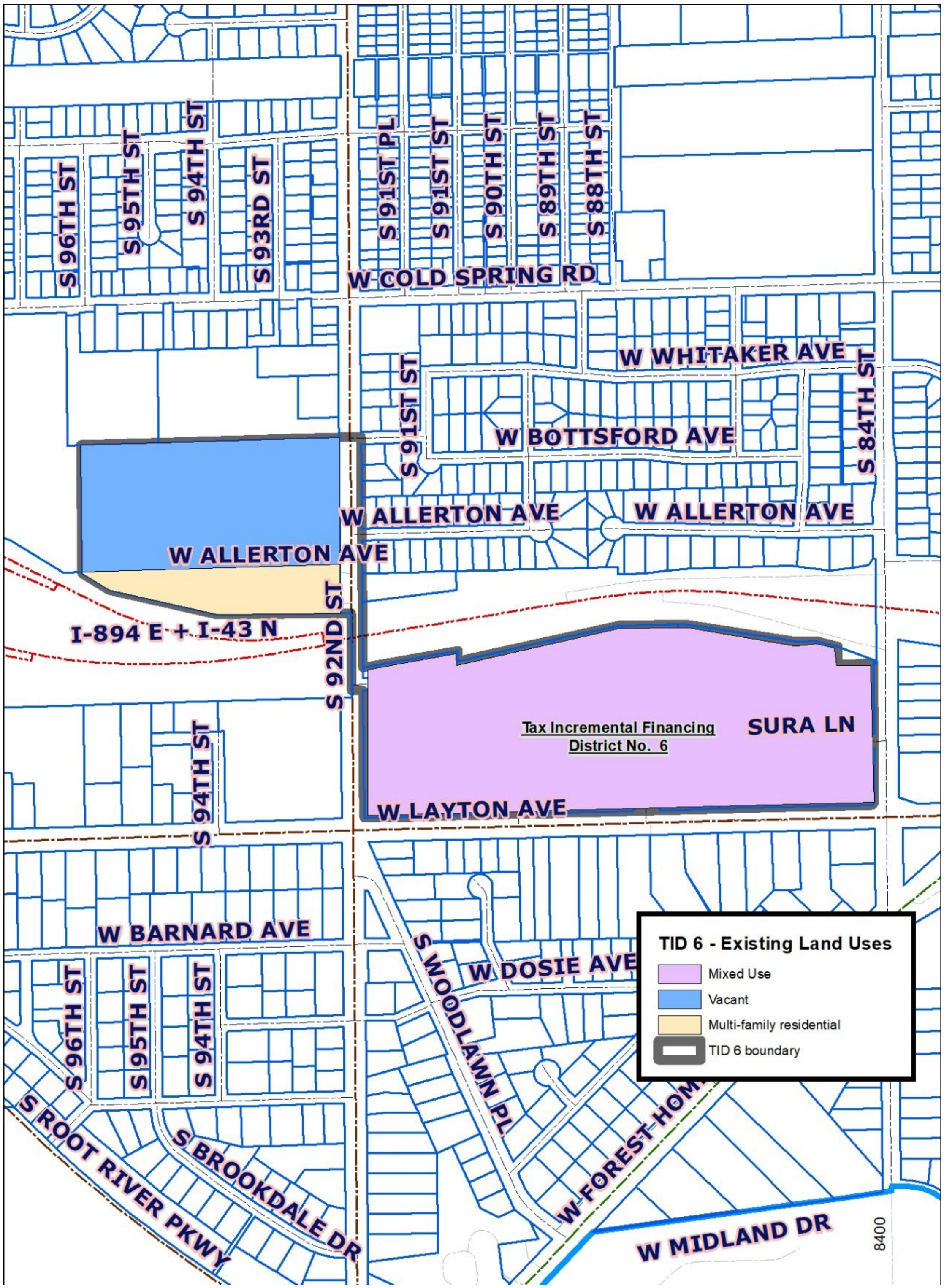
Tax Increment District No. 8 – Recipient District



SECTION 3:
Map Showing Existing Uses and Conditions Within the Territory to be Added

Map Found on Following Page.

TID 6 Existing Uses As Amended (2022)



SECTION 4:
Preliminary Identification of Parcels

The 2022 boundary amendment added 2 new parcels to the existing TID 6 parcel list. The 2022 Amended District added 23.35 acres to the existing 43.86 acres for 67.21 acres in total.

The 2 new parcels included 18.39 acres in need of rehabilitation. Added to the 23.94 acres in need of rehabilitation when the District was created, the total acreage in need of rehabilitation is 42.33 acres. This represents 62.98% of the total acreage to meet the minimum 50% in need of rehabilitation threshold.

A listing of the TID 6 parcels, as amended, is on the next page.

City of Greenfield, Wisconsin

Tax Increment District No. 6 - Boundary Amendment

Boundary Amendment Base Property Information

Property Information					Assessment Information 1				Equalized Value					District Classification				District Classification		Comments
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Rehab/ Conservation	Vacant	
Existing TID 6				**43.86**					**100%**				**213,293,600**	**31.95**	**7.69**	**4.22**	**43.86**	**23.94**	**9.58**	
1	607-9962-005	9202-9535 W. Allerton Ave.	Westfield Associates	4.96	864,000	3,276,000	0	4,140,000	74.29%	1,163,049	4,409,894	0	5,572,942		4.96		4.96			
2	607-9981-007	44** S. 92 St.	Cobalt 92, LLC and RJ 92, LLC	18.39	613,600	0	0	613,600	74.29%	825,980	0	0	825,980			18.39		18.39	18.39	Vacant in need of utilities and infrastructure to eliminate unsanitary conditions, and eliminate obsolete or other uses detrimental to the public welfare.
			Total Acreage	**67.21**	1,477,600	3,276,000	0	4,753,600		1,989,029	4,409,894	0	6,398,922	31.95	12.65	22.61	48.82	42.33	27.97	
														47.54%	18.82%	33.64%	72.64%	62.98%	41.62%	
									Estimated Base Value of Additional Parcels				**6,398,922**							

Notes:

1 Assessed valuations as of 1-1-2022. Actual base value will be determined using 1-1-2023 assessed values.

Existing TID 6 Parcel Acreage designations from 2015 TID 6 creation project plan

74.29% is City's 2022 Fair Market Ratio

2022 Existing TID 6 Full Incremental Equalized Value per DOR - $205,334,500

2022 Existing TID 6 Full Equalized Value per DOR - $213,293,600

SECTION 5: Equalized Value Test

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

The equalized value of the increment of existing tax incremental districts within the City, totals $305,509,422. This value is less than the maximum of $525,009,396 in equalized value that is permitted for the City. The City has capacity to add $219,499,974 in additional TID value.

City of Greenfield, Wisconsin

TID #6 - 84th Street South Development

Valuation Test Compliance Calculation

Amendment Date		10/17/2024
		Valuation Data Currently Available 2023
Total EV (TID In)		4,375,078,300
12% Test		525,009,396
Increment of Existing TIDs		
	TID #2	53,794,700
	TID #4	32,755,900
	TID #6	190,470,200
	TID #7	12,752,300
	TID #8	9,337,400
Total Existing Increment		299,110,500
Projected Base Being Added to Amended District 6		6,398,922
Total Value Subject to 12% Test		305,509,422
Compliance		PASS

SECTION 6:
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

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

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

The "Statement of Kind, Number and Location of Proposed Public Works and Other Projects" set forth in the original District Project Plan approved on August 11, 2015 and subsequent amendments approved on March 23, 2017, and December 6, 2022 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District's Plan or this Plan Amendment.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

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

Property Acquisition for Conservancy

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

Acquisition of Rights-of-Way

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

Acquisition of Easements

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

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

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

Demolition

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

Site Grading

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

Utilities

Sanitary Sewer System Improvements

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

Water System Improvements

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

Stormwater Management System Improvements

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

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

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

Communications Infrastructure

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

Streets and Streetscape

Street Improvements

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

Streetscaping and Landscaping

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

Community Development

Cash Grants (Development Incentives)

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

Contribution to Community Development Authority (CDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program ***(Development Incentives)***

To encourage private development consistent with the objectives of this Plan, the City, through its CDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. Per the 2022 amendment, the City intended to make the following project cost expenditures outside the District totaling $2,775,000. The outside project list has been scaled back as development in District has slowed due to market conditions.

- As included in the 2022 Amendment, the City will look to install streetlights along W. Cold Spring Road – estimated cost of $400,000. This will be performed and funded by the City at some point in the future.

- As included in the 2022 Amendment, the extension of sanitary sewer to and within the District – estimated cost of $1,400,000 has been postponed. These improvements were to be performed and funded by the Developer and receive financial incentives from the City as part a Municipal Revenue Obligation (MRO). Since development is not currently pending, this project and the associated MRO has been postponed.

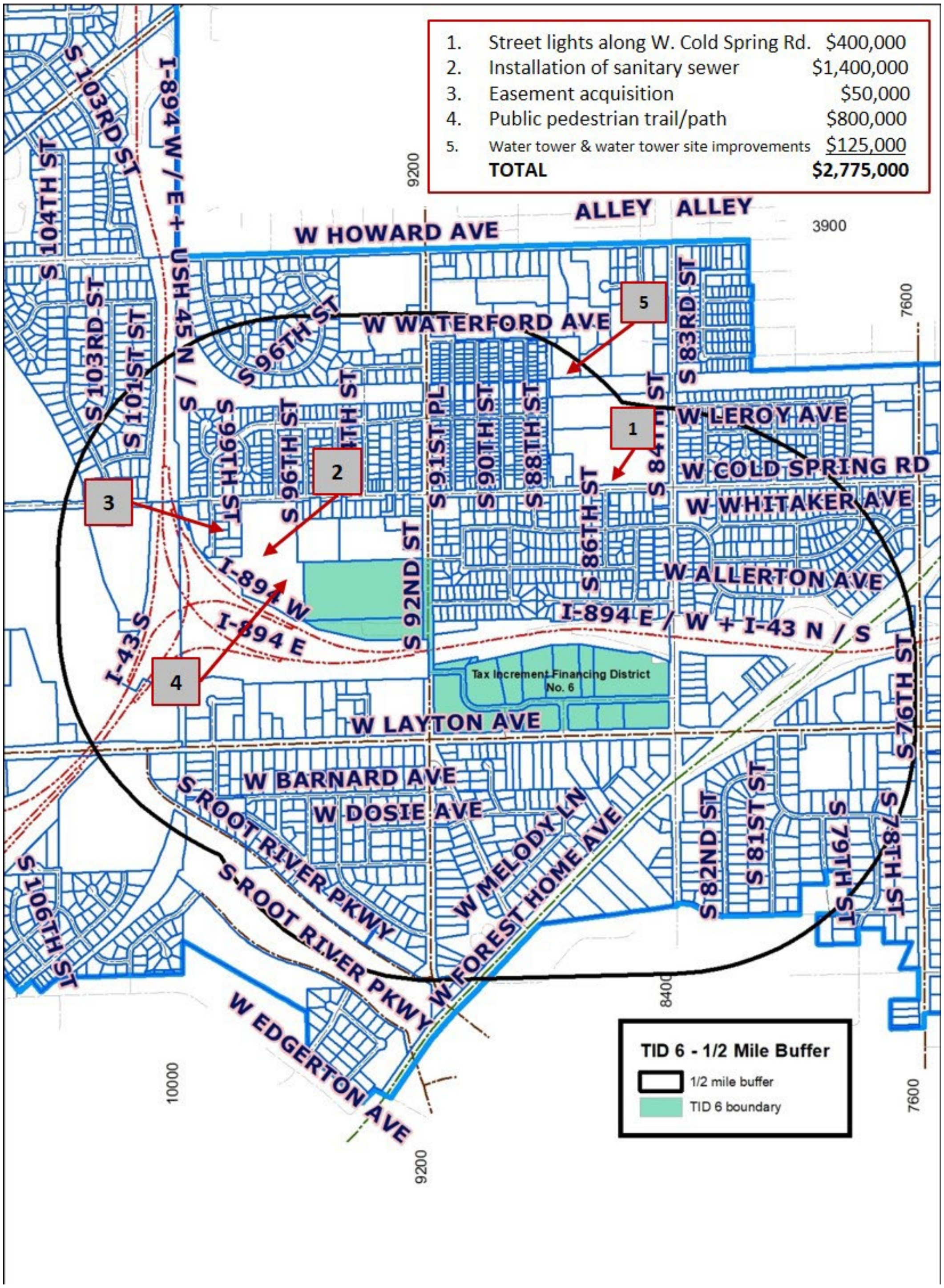
- As included in the 2022 Amendment, the City intended to acquire an easement northwest of the District to facilitate the sanitary sewer extension to/from S. 99th Street – estimated cost of $50,000. The easements are to be acquired by the Developer and also receive financial incentives from the City as part of subsequent MRO. In that development in this area is not pending, this project cost and subsequent MRO have been delayed.

- As included in the 2022 Amendment, the City intended to install a public pedestrian trial/path northwest of the District along the Right-of-Way of I-894 to S. 99th Street – estimated cost of $800,000. The pedestrian trail/past would be funded and installed by the Developer and also receive financial incentives from the City as part of an MRO. In that development in this area is not pending, this project cost and subsequent MRO have been delayed.

- As included in the 2022 Amendment, the City anticipates that need to make water tower and water tower site improvements, including tower painting – estimated cost of $125,000. Full improvements to the water tower and site are estimated to be $500,000. The City anticipates that it will allocate 25% of the project costs, or the $125,000, to the District as Project Costs. This will be performed and funded by the City at some point in the future.

A map identifying all the projects to be performed within a ½ mile is on the following page, per the 2022 Amendment. Delayed or postponed projects are likely to return when development projects arise.

Projects to be Performed within ½ Mile of the District Boundary



Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

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

Financing Costs

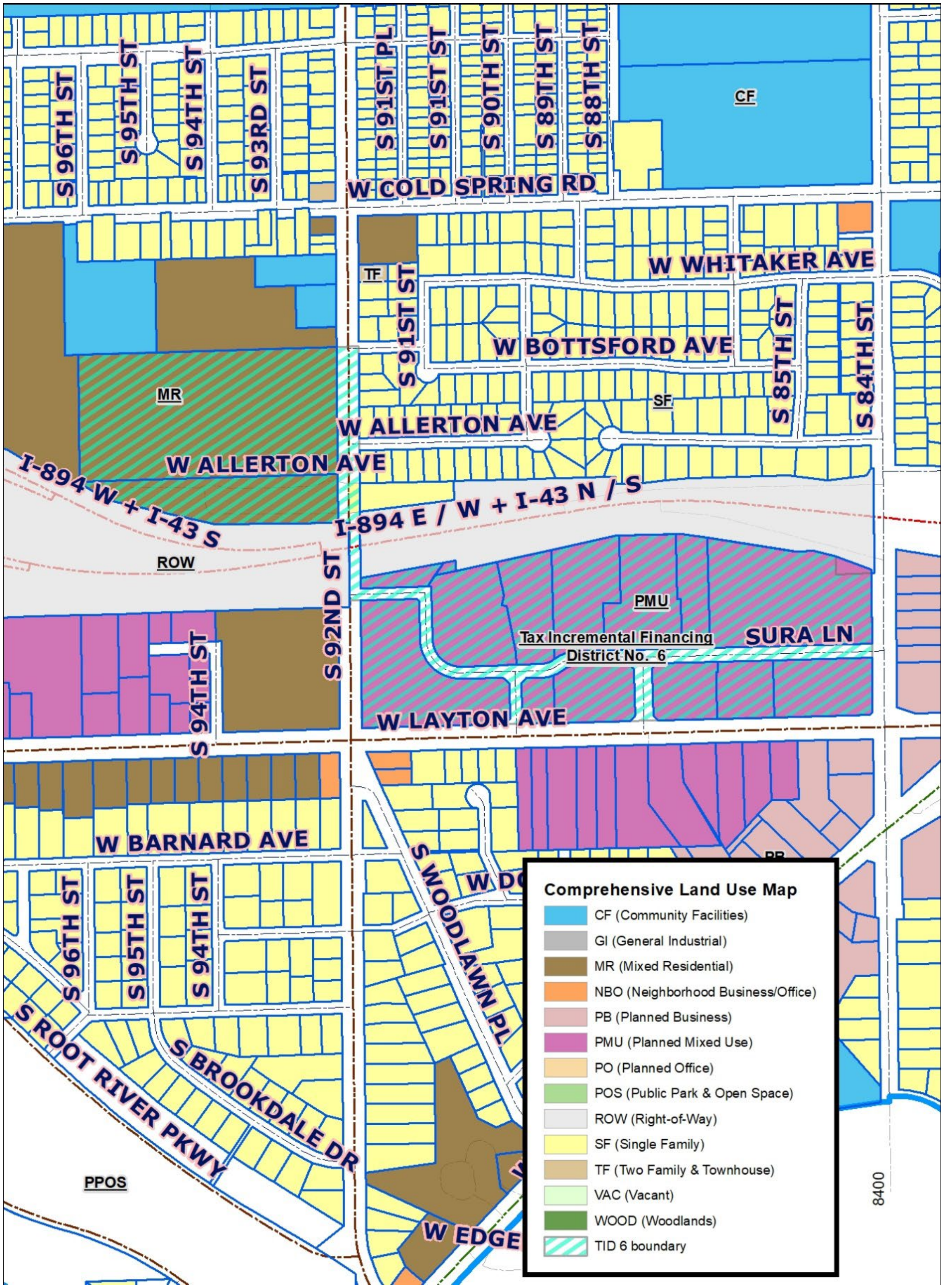
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:
Map Showing Proposed Improvements and Uses Within the Territory to be Added

Map Found on Following Page.

Improvements within the District will include grading, installation of utilities – water, sanitary sewer, stormwater and electric, installation of streets, sidewalks, pedestrian trails/paths, streetlights, etc. necessary to provide for development.

Proposed Uses As Amended (2022)



SECTION 8:
Detailed List of Estimated Project Costs

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

The Amended Project List (on the following page) provides for an additional $11,255,226 from the 2022 Amendment. This includes increasing the donation from TID 6 to TID 8 by $3,915,000, from $16.0 million to $19,915,000.

Increase cost of issuance expenses by $419,378 to provide for the City to issue Note Anticipation Notes (NANs) in 2024 and longer term refunding Notes in 2029 to prepay 2 outstanding Municipal Revenue Obligations (MROs). The NANs and refunding are to provide more level debt service payments and provide a better cash flow for both TID 6 and the donations to TID 8.

Increase interest cost by $7,154,763 associated with the prepayment of the existing MROs in 2024 with the NANs and longer-term refunding Notes in 2029.

The sizing for the prepayment and refunding the MROs is on the following page.

The cashflow and financing plan have been revised to also remove anticipated future MROs and other capital projects as note herein, but based on no development projects to require the need for the projects, MROs and other costs to occur the plans have been shown on a scaled back basis for current conditions. The City may amend the project expenses as future development in the District becomes likely.

Following the Amendment, the total projected Project Costs for the District = $124,204,468.

Debt Sources & Uses

	2024 Taxable NAN	2029 Taxable GO Bonds
Projects		
FRED TID 6	5,195,439	
MOB TID 6	5,594,377	
FRED TID 6 Refunding		5,285,000
MOB TID 6 Refunding		5,685,000
Total Projects	10,789,816	10,970,000
Capitalized Interest	-	-
Less Transfer from prior debt service		
Net Funds Needed for Projects + Capitalized Interest	10,789,816	10,970,000
Cost of Issuance		
Underwriter's Discount	76,790	140,188
Disclosure Counsel	13,500	13,500
Bond Counsel Fee	20,000	20,000
Paying Agent fee	850	850
Municipal Advisor	49,600	49,600
Rating	15,000	19,500
Total Capital Required	10,965,556	11,213,638
Less: Est. Interest Earnings	-	-
Rounding	4,444	1,363
BOND ISSUE SIZE	**10,970,000**	**11,215,000**

City of Greenfield, Wisconsin

TID #6 - 84th Street South Development

Existing Project List

Project ID	Project Name/Type	Phase I 2015	Phase II 2016	Phase III 2017	Phase IV 2019- ongoing	Phase V 2023	Phase VI 2024	Phase VII 2029	Total (Note 1)
1	Contribution to Land Acquisition & Assembly Costs	8,000,000							8,000,000
2	Environmental clean up & Wetland Mitigation		400,000						400,000
3	Streets, Utilities & Pedistrian elements		3,400,000						3,400,000
4	Stormwater management Systems		3,000,000						3,000,000
5	Offsite Improvements (Included within 1/2 Mile of the District)			1,044,032					1,044,032
6	Demolition		1,355,000						1,355,000
7	Developer Incentive for other Hard & Soft costs		10,845,000	2,700,000	12,500,000	30,090,000			56,135,000
8	Professional/Administration/Engineering/Attorney/Finance/Project Review/Financing Costs		921,914		737,387		175,740	243,638	2,078,680
9	Interest Expenses	4,034,532	9,325,302	1,316,177	6,866,101	179,882	3,291,000	3,863,763	28,876,756
10	Donation to TID 8					16,000,000	3,915,000		19,915,000
									0
Total Projects		12,034,532	29,247,217	5,060,209	20,103,488	46,269,882	7,381,740	4,107,401	124,204,468

Notes:

Note 1 Project costs are estimates from developer and are subject to modification
Existing Project List as of 9/1/2023
Developer Incentives include both principal and interest on MROs
Issue NANs in 2024 to pay off balance of MROs for cashflow purposes
Refund 2024 NANs in 2029 for cashflow purposes

SECTION 9:
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

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

Key Assumptions

The Project Costs the City plans to make are expected to create a scaled back increment of $186 million, (down from $266.4 million in 2022 amendment) incremental value by 2022. Estimated valuations and timing for construction of the Project are included in Table 1. The new table and assumptions are based on current market conditions and pending development. Future development is still expected, but the current evaluation is based on more confident information at the present time.

Assuming the City's current (2022) equalized TID Interim tax rate of $22.04 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate approximately $100 million (down from the 2022 Amendment's projection of $142 million) in incremental tax revenue over the 27-year term of the District as shown in Table 2.

The projected cashflow of the District, both as it currently stands and after the Amendment can be found in Table 3. Currently, without Amendment, it is projected that the District could now close in 2038 (2022 Amendment projection). The new projection is to have the District now close 2 years later than projected, 2040.

Development in TID 8 has slowed due to market conditions from the original Project Plan when the District was created in 2021. The original Project Plan projected approximately $18.8 million to be built by 2022. Updated projections place development at only $6.5 million built by 2022.

Project costs in TID 8 have also increased significantly due to market conditions. The original Project Plan projected approximately $33.5 million in project costs, but updated projections place project costs at approximately $52 million. Similar to the projections for TID 6, the projections have been scaled back to reflect more confident development assumptions based on current market activity. In essence, development in TID 8 has been scaled back to only the development on the south side of the 894, which has already begun or is anticipated to begin in the not to distant future.

The combination of slower development and increased project costs in TID 8 have resulted in the planned donation of surplus/excess incremental revenues from TID 6 to TID 8. Without the donation of $16 million, TID 8 is not projected to be able to meet its projected Project Costs within its 27-year maximum life (2049). Providing the donation, TID 8, is still projected to be able to close prior to its maximum life. TID 8's closure, after the Amendment and donation is in 2047 (instead of 2044 as projected with the 2022 Amendment)

TID 8's cashflow following the Amendment and Donation can be found in Table 4.

Table 1 – Development Assumptions

City of Greenfield
TID #6 - 84th Street South Development
Development Assumptions

	Construction Year	Actual	92nd Street (Projected)	The Lokal (Projected)	D2 (Projected)	A2 (Projected)	Annual Total (Combined)	Construction Year	
1	2015	1,762,100					1,762,100	2015	1
2	2016	21,049,500					21,049,500	2016	2
3	2017	35,300,400					35,300,400	2017	3
4	2018	53,881,700					53,881,700	2018	4
5	2019	62,083,800					62,083,800	2019	5
6	2020	14,310,500					14,310,500	2020	6
7	2021	16,946,500					16,946,500	2021	7
8	2022	(19,238,100)					(19,238,100)	2022	8
9	2023						-	2023	9
10	2024			-			-	2024	10
11	2025			-	-	-	-	2025	11
12	2026						-	2026	12
13	2027						-	2027	13
14	2028						-	2028	14
15	2029						-	2029	15
16	2030						-	2030	16
17	2031						-	2031	17
18	2032						-	2032	18
19	2033						-	2033	19
20	2034						-	2034	20
21	2035						-	2035	21
22	2036						-	2036	22
23	2037						-	2037	23
24	2038						-	2038	24
25	2039						-	2039	25
26	2040						-	2040	26
27	2041						-	2041	27
	Totals	186,096,400	-	-	-	-	186,096,400		

Future development has been removed from the model based on slower development occurring

Table 2 – Tax Increment Projection Worksheet

City of Greenfield, Wisconsin

TID #6 - 84th Street South Development

Development Assumptions

	Construction Year	Actual	Projected 92nd Street	Projected The Lokal	Projected 84th Street Outlot D2	Projected 84th Street Outlot A2	Annual Total	Construction Year	
1	2015	1,762,100					1,762,100	2015	1
2	2016	21,049,500					21,049,500	2016	2
3	2017	35,300,400					35,300,400	2017	3
4	2018	53,881,700					53,881,700	2018	4
5	2019	62,083,800					62,083,800	2019	5
6	2020	14,310,500					14,310,500	2020	6
7	2021	16,946,500					16,946,500	2021	7
8	2022	(19,238,100)					(19,238,100)	2022	8
9	2023						0	2023	9
10	2024						0	2024	10
11	2025						0	2025	11
12	2026						0	2026	12
13	2027						0	2027	13
14	2028						0	2028	14
15	2029						0	2029	15
16	2030						0	2030	16
17	2031						0	2031	17
18	2032						0	2032	18
19	2033						0	2033	19
20	2034						0	2034	20
21	2035						0	2035	21
22	2036						0	2036	22
23	2037						0	2037	23
24	2038						0	2038	24
25	2039						0	2039	25
26	2040						0	2040	26
27	2041						0	2041	27
	Totals	186,096,400	0	0	0	0	186,096,400		

ACTUAL | PROJECTED

Notes:

Projected values for 92nd Street, The Lokal and 84th Street Outlots provided by developer (10-26-2022)
2021 Construction values based on developers projected Assessed Values and the City's 2022 Fair Market Ratio of 74.29%
Assumes 74% of the 92nd Street Development will occur in the Greenfield School District
2022 Construction estimates reduced to reflect projected 1/1/23 Assessment Values. Projected to be at 100% Fair Market Value.
Assumes 0% Inflationary Adjustment in Equalized Values

Table 3 – TID 6 Amended Cash Flow and Table 4 – TID 8 Cash Flow After Donation

Found on the following pages.

Table 3 – Amended Cash Flow For TID 6

City of Greenfield

TID 6 - 84th Street South Development

Cash Flow Projection

Projected Revenues

Year	Tax Increments	Interest Earnings (3.0%)	Premium on Bonds	Bond Proceeds	Other Revenue	Total Revenues
2015			69,642	8,820,000		8,889,642
2016		3,890	65,512	20,395,000		20,464,401
2017	49,712	7,975		4,240,000	31	4,297,717
2018	641,105	28,772			7,182	677,059
2019	1,573,349	67,473			2,524	1,643,346
2020	2,876,301	28,510			32	2,904,843
2021	4,287,623	2,736			32	4,290,391
2022	4,476,205	61,883			32	4,538,121
2023	4,524,718	87,454			32	4,612,204
2024	4,100,790	21,368		10,970,000	32	15,092,190
2025	4,100,790	52,908			32	4,153,730
2026	4,100,790	62,565			32	4,163,387
2027	4,100,790	68,047			32	4,168,869
2028	4,100,790	69,556			32	4,170,378
2029	4,100,790	68,526		11,215,000	32	15,384,348
2030	4,100,790	65,421			32	4,166,244
2031	4,100,790	56,775			32	4,157,597
2032	4,100,790	48,681			32	4,149,503
2033	4,100,790	41,281			32	4,142,103
2034	4,100,790	33,985			32	4,134,807
2035	4,100,790	25,474			32	4,126,296
2036	4,100,790	16,350			32	4,117,172
2037	4,100,790	22,158			32	4,122,980
2038	4,100,790	79,851			32	4,180,673
2039	4,100,790	140,488			32	4,241,310
2040	4,100,790	184,584			32	4,285,406
2041	4,100,790	211,417			32	4,312,239
2042	4,100,790	235,957			32	4,336,779
2043	4,100,790	256,682			32	4,357,505
Total	100,444,819	2,050,763	135,153	55,640,000	10,505	158,281,240

Expenditures

Year	Taxable G.O. Bond Series 2015B $4,345,000 Dated Date: 10/19/15 Principal	Interest	Taxable G.O. Bond Series 2015C $4,475,000 Dated Date: 10/29/15 Principal	Interest	Taxable G.O. Bond Series 2016B $9,635,000 Dated Date: 06/29/16 Principal	Interest	Taxable G.O. Bond Series 2016C $10,760,000 Dated Date: 11/29/16 Principal	Interest	Taxable G.O. Bond Series 2017A $2,915,000 Dated Date: 04/13/17 Principal	Interest	Taxable G.O. Bond Series 2017B $1,325,000 Dated Date: 02/01/17 Principal	Interest
2015												
2016		134,720		140,452		114,330						
2017		141,810		152,298		270,781		339,198		39,300		19,577
2018	25,000	141,810		152,298		270,781		367,805		84,215		41,950
2019	100,000	141,410	245,000	152,298	100,000	269,531		367,805		84,215		41,950
2020	125,000	139,810	245,000	144,948	150,000	266,406	100,000	367,805	100,000	83,290	55,000	41,125
2021	150,000	137,560	230,000	137,598	200,000	262,031	200,000	364,805	175,000	80,484	55,000	39,475
2022	175,000	134,560	225,000	130,698	250,000	256,406	250,000	358,805	200,000	76,253	55,000	37,825
2023	200,000	130,623	205,000	123,948	300,000	249,531	300,000	351,305	230,000	71,028	60,000	36,100
2024	225,000	125,723	210,000	117,798	350,000	241,406	350,000	342,305	275,000	64,440	60,000	34,300
2025	225,000	119,648	225,000	111,498	400,000	232,031	400,000	331,805	300,000	56,453	60,000	32,500
2026	245,000	113,123	225,000	104,748	450,000	221,406	500,000	319,805	325,000	47,384	60,000	30,700
2027	270,000	105,773	235,000	97,998	500,000	209,531	600,000	304,805	325,000	37,553	65,000	28,825
2028	300,000	97,133	250,000	90,478	550,000	196,406	650,000	286,805	325,000	27,315	65,000	26,875
2029	305,000	87,083	275,000	82,103	600,000	181,731	700,000	266,330	325,000	16,753	70,000	24,850
2030	315,000	76,408	280,000	72,615	650,000	165,156	710,000	243,930	335,000	5,695	70,000	22,750
2031	330,000	65,068	300,000	62,675	700,000	146,581	1,000,000	220,500			80,000	20,500
2032	335,000	53,023	315,000	51,725	735,000	126,216	1,000,000	186,000			80,000	18,000
2033	340,000	40,460	335,000	39,913	800,000	103,650	1,000,000	150,500			80,000	15,400
2034	340,000	27,370	335,000	27,400	900,000	77,700	1,000,000	114,000			100,000	12,475
2035	340,000	13,940	350,000	14,000	1,000,000	48,125	1,000,000	76,500			100,000	9,100
2036					1,000,000	16,250	1,000,000	38,500			100,000	5,600
2037											110,000	1,925
2038												
2039												
2040												
2041												
2042												
2043												
Total	4,345,000	2,027,050	4,475,000	2,007,482	9,635,000	3,925,989	10,760,000	5,399,313	2,915,000	774,375	1,325,000	541,802

Year	MRO - FRED $4,500,000 5/31/2018 Principal	Rate	Interest	MRO - MOB $8,000,000 8/1/2019 Principal	Rate	Interest	AMENDMENT: Taxable NAN 2024 $10,970,000 6.0% Interest Principal	Rate	Interest
2015		5.50%			4.75%				
2016									
2017									
2018			59,841						
2019			233,614						
2020			263,640			159,288			
2021			272,246	773,868		380,000			
2022			276,003	838,848		343,241			
2023			182,446	792,907		303,396			
2024	5,195,439			5,594,337					
2025									658,200
2026									658,200
2027									658,200
2028									658,200
2029							10,970,000	6.00%	658,200
2030–2043									
Total	5,195,439		1,287,790	7,999,960		1,185,925	10,970,000		3,291,000

Year	AMENDMENT: Taxable G.O. Ref Bonds FRED dated 11/1/29 $5,405,000 6.5% Interest Principal	Rate	Interest	AMENDMENT: Taxable G.O. Ref Bonds MOB dated 11/1/29 $5,810,000 6.5% Interest Principal	Rate	Interest	Lowlands PAYGO	AMENDMENT: TID 6 Donation to TID 8
2015–2022								
2023								3,250,000
2024							0	650,000
2025							0	650,000
2026							0	650,000
2027							0	650,000
2028							0	650,000
2029							0	650,000
2030	50,000	6.50%	349,700	50,000	6.50%	376,025	0	650,000
2031	50,000	6.50%	346,450	50,000	6.50%	372,775	0	650,000
2032	50,000	6.50%	343,200	50,000	6.50%	369,525	0	650,000
2033	50,000	6.50%	339,950	50,000	6.50%	366,275	0	650,000
2034	50,000	6.50%	336,700	50,000	6.50%	363,025	0	650,000
2035	50,000	6.50%	333,450	50,000	6.50%	359,775	0	650,000
2036	200,000	6.50%	325,325	200,000	6.50%	351,650	0	650,000
2037	200,000	6.50%	312,325	200,000	6.50%	338,650	0	1,000,000
2038	250,000	6.50%	297,700	250,000	6.50%	324,025	0	1,000,000
2039	500,000	6.50%	273,325	500,000	6.50%	299,650	0	1,160,000
2040	750,000	6.50%	232,700	750,000	6.50%	259,025	0	1,360,000
2041	750,000	6.50%	183,950	750,000	6.50%	210,275	0	1,560,000
2042	775,000	6.50%	134,388	775,000	6.50%	160,713	0	1,760,000
2043	1,680,000	6.50%	54,600	2,085,000	6.50%	67,763	0	375,000
Total	5,405,000		3,863,763	5,810,000		4,219,150	0	19,915,000

Year	Professional Services	Capital Expenditures	Other Expenses	Developer Payments	Debt Issuance Expenses & Admin.	Manual Adjustment to get to 2022 Outstanding Audit Balance	Total Expenditures	Annual Net Cash Flow	Coverage	Cumulative Balance	Principal Outstanding	Outstanding Principal with PAYGO	Year
2015	101,493			8,000,000	163,821		8,265,314	624,327		624,327	8,820,000	8,820,000	2015
2016	258,085			13,591,869	239,943		14,479,399	5,985,002		6,609,329	29,215,000	29,215,000	2016
2017	110,977	919,145		8,108,131	47,595		10,148,812	(5,851,094)		758,234	33,455,000	33,455,000	2017
2018	2,525	59,872			350		1,206,447	(529,388)	0.53	228,847	33,430,000	37,930,000	2018
2019	17,767				664		1,754,254	(110,908)	0.90	117,939	32,985,000	45,930,000	2019
2020	11,397				5,385		2,258,093	646,749	1.27	764,688	32,210,000	45,930,000	2020
2021	3,093		2,491		920	(472,273)	2,992,297	1,298,093	1.43	2,062,781	31,200,000	45,156,132	2021
2022	15,000				13,237	49,880	3,685,755	852,365	1.21	2,915,147	30,045,000	44,317,284	2022
2023	15,300				13,502		6,815,085	(2,202,881)	0.66	712,266	28,750,000	43,524,377	2023
2024	15,606				189,512		14,040,865	1,051,325	0.29	1,763,591	38,250,000	38,250,000	2024
2025	15,918				13,772		3,831,824	321,906	1.07	2,085,496	36,640,000	36,640,000	2025
2026	16,236				14,047		3,980,649	182,739	1.03	2,268,235	34,835,000	34,835,000	2026
2027	16,561				14,328		4,118,573	50,296	1.00	2,318,531	32,840,000	32,840,000	2027
2028	16,892				14,615		4,204,718	(34,340)	0.98	2,284,191	30,700,000	30,700,000	2028
2029	17,230				258,545		15,487,824	(103,476)	0.26	2,180,715	28,670,000	28,670,000	2029
2030	17,575				14,615		4,454,468	(288,224)	0.92	1,892,491	26,210,000	26,210,000	2030
2031	17,926				14,907		4,427,382	(269,785)	0.93	1,622,706	23,700,000	23,700,000	2031
2032	18,285				15,205		4,396,179	(246,675)	0.93	1,376,031	21,135,000	21,135,000	2032
2033	18,651				15,509		4,385,307	(243,204)	0.94	1,132,827	18,490,000	18,490,000	2033
2034	19,024				15,819		4,418,513	(283,705)	0.93	849,121	15,715,000	15,715,000	2034
2035	19,404				16,136		4,430,429	(304,133)	0.93	544,988	12,825,000	12,825,000	2035
2036	19,792				16,459		3,923,576	193,596	1.05	738,584	10,325,000	10,325,000	2036
2037	20,188				16,788		2,199,876	1,923,104	1.86	2,661,688	9,815,000	9,815,000	2037
2038	20,592				17,123		2,159,440	2,021,233	1.90	4,682,921	9,315,000	9,315,000	2038
2039	21,004				17,466		2,771,445	1,469,865	1.48	6,152,786	8,315,000	8,315,000	2039
2040	21,424				17,815		3,390,964	894,442	1.21	**7,047,228**	**6,815,000**	**6,815,000**	**2040**
2041	21,852				18,172		3,494,249	817,990	1.17	7,865,218	5,315,000	5,315,000	2041
2042	22,289				18,535		3,645,924	690,855	1.12	8,556,073	3,765,000	3,765,000	2042
2043	32,735				18,906		4,314,003	43,501		8,599,574	0	0	2043
Total	924,822	979,017	2,491	29,700,000	1,223,691	-422,393	149,681,666						

Notes:

2024 TAXABLE NAN assumes paying the full outstanding principal for the FRED and MOB MROs

Projected TID Closure

Table 4 – Cash Flow For TID 8 Receiving Shared Increment

City of Greenfield, Wisconsin

TID 8 Loomis Crossing Development

Revised Cash Flow Projection with Donation from TID 6

Projected Revenues

Year	Tax Increments	Interest Earnings (3.0%)	TID 6 Donation	Billboard Contribution	Capitalized Interest	Audit Adjustment	Total Revenues	Taxable G.O. Bond Series 2021B $16,640,000 Dated Date: 7/1/2021 Principal	Interest
2021					1,487,623	875,793	2,363,416		
2022		12,800					12,800		572,163
2023	144,092	17,281	3,250,000				3,411,373		457,730
2024	144,092	103,609	650,000				897,701		457,730
2025	384,069	88,741	650,000	25,000			1,147,810	50,000	456,730
2026	871,282	90,780	650,000	25,000			1,637,061	750,000	440,730
2027	1,248,094	74,179	650,000	25,000			1,997,273	770,000	410,330
2028	1,248,095	68,647	650,000	25,000			1,991,742	850,000	377,930
2029	1,248,095	61,473	650,000	25,000			1,984,568	950,000	341,930
2030	1,248,095	52,113	650,000	125,000			2,075,207	1,000,000	302,930
2031	1,248,095	45,090	650,000	125,000			2,068,185	1,000,000	262,930
2032	1,248,094	39,005	650,000	125,000			2,062,099	1,000,000	234,180
2033	1,248,094	33,546	650,000	125,000			2,056,640	1,000,000	216,180
2034	1,248,094	28,408	650,000	125,000			2,051,503	1,000,000	196,930
2035	1,248,094	23,639	650,000	125,000			2,046,733	1,000,000	176,680
2036	1,248,094	19,277	650,000	125,000			2,042,371	1,000,000	155,680
2037	1,248,094	15,356	1,000,000	125,000			2,388,451	1,020,000	133,710
2038	1,248,094	21,818	1,000,000	125,000			2,394,912	1,140,000	109,665
2039	1,248,094	25,535	1,160,000	125,000			2,558,629	1,160,000	83,500
2040	1,248,094	34,287	1,360,000	125,000			2,767,381	1,280,000	55,120
2041	1,248,094	39,440	1,560,000	125,000			2,972,534	1,670,000	20,040
2042	1,248,094	40,036	1,760,000	125,000			3,173,131		
2043	1,248,094	84,086	375,000	125,000			1,832,181		
2044	1,248,094	87,841					1,335,936		
2045	1,248,094	61,642					1,309,736		
2046	1,248,094	34,586					1,282,681		
2047	1,248,094	15,649					1,263,744		
Total	**27,753,521**	**1,218,862**	**19,915,000**	**1,875,000**	**1,487,623**	**875,793**	**53,125,799**	**16,640,000**	**5,462,818**

Expenditures / Cash Flow / Balances

Year	Infrastructure	Multi-Family (Bldg A) 2023	Multi-Family (Bldg B) 2023[1]	Multi-Family (Bldg C) 2025[1]	Medical Office Building	Professional Services	Debt Issuance Expenses & Admin.	Debt Issuance Expenses & Admin.	Total Expenditures	Annual Net Cash Flow (Before New MROs)	Annual Net Cash Flow (After New MROs)	Cumulative (After New MROs & Loan)	Principal Outstanding	Principal & MRO Outstanding	Year
	$564,000														
2021										2,363,416	2,363,416	2,363,416	16,640,000	16,640,000	2021
2022						50,298	1,153,451	24,261	1,800,173	(633,922)	(1,787,373)	576,043	16,640,000	16,640,000	2022
2023						51,304		24,746	533,780	2,877,593	2,877,593	3,453,636	16,640,000	23,840,000	2023
2024	564,000	100,000			194,000	52,330		25,241	1,393,301	362,400	(495,600)	2,958,036	16,640,000	42,272,000	2024
2025		300,000			194,000	53,377		25,746	1,079,853	561,958	67,958	3,025,994	16,590,000	41,728,000	2025
2026		300,000	160,000	265,000	194,000	54,444		26,261	2,190,435	365,626	(553,374)	2,472,620	15,840,000	40,059,000	2026
2027		300,000	160,000	265,000	194,000	55,533		26,786	2,181,649	734,624	(184,376)	2,288,244	15,070,000	38,370,000	2027
2028		300,000	160,000	265,000	194,000	56,644		27,322	2,230,896	679,847	(239,153)	2,049,091	14,220,000	36,601,000	2028
2029		300,000	160,000	265,000	194,000	57,777		27,868	2,296,575	606,993	(312,007)	1,737,084	13,270,000	34,732,000	2029
2030		300,000	160,000	265,000	194,000	58,932		28,426	2,309,288	684,920	(234,080)	1,503,003	12,270,000	32,813,000	2030
2031		300,000	160,000	265,000	194,000	60,111		28,994	2,271,035	716,150	(202,850)	1,300,153	11,270,000	30,894,000	2031
2032		300,000	160,000	265,000	194,000	61,313		29,574	2,244,067	737,032	(181,968)	1,118,185	10,270,000	28,975,000	2032
2033		300,000	160,000	265,000	194,000	62,539		30,166	2,227,885	747,755	(171,245)	946,941	9,270,000	27,056,000	2033
2034		300,000	160,000	265,000	194,000	63,790		30,769	2,210,489	760,014	(158,986)	787,955	8,270,000	25,137,000	2034
2035		300,000	160,000	265,000	194,000	65,066		31,384	2,192,130	773,603	(145,397)	642,558	7,270,000	23,218,000	2035
2036		300,000	160,000	265,000	194,000	66,367		32,012	2,173,059	788,312	(130,688)	511,870	6,270,000	21,299,000	2036
2037		300,000	160,000	265,000	194,000	67,694		32,652	2,173,057	1,134,394	215,394	727,264	5,250,000	19,360,000	2037
2038		300,000	160,000	265,000	194,000	69,048		33,305	2,271,019	1,042,894	123,894	851,158	4,110,000	17,301,000	2038
2039		300,000	160,000	265,000	194,000	70,429		33,971	2,266,901	1,210,729	291,729	1,142,886	2,950,000	15,222,000	2039
2040		300,000	160,000	500,000	194,000	71,838		34,651	2,595,609	1,325,772	171,772	1,314,659	1,670,000	12,788,000	2040
2041		300,000	160,000	500,000	194,000	73,275		35,344	2,952,658	1,173,876	19,876	1,334,535	0	9,964,000	2041
2042		300,000	600,000	500,000	194,000	74,740		36,051	1,704,791	3,062,340	1,468,340	2,802,874	0	8,370,000	2042
2043		300,000	600,000	500,000	194,000	76,235		36,772	1,707,007	1,719,174	125,174	2,928,049	0	6,776,000	2043
2044		300,000	600,000	1,000,000	194,000	77,760		37,507	2,209,267	1,220,669	(873,331)	2,054,718	0	4,682,000	2044
2045		300,000	600,000	1,000,000	194,000	79,315		38,257	2,211,572	1,192,164	(901,836)	1,152,882	0	2,588,000	2045
2046		300,000	600,000	700,000	194,000	80,901		39,022	1,913,923	1,162,757	(631,243)	521,639	0	794,000	2046
2047			600,000		194,000	82,519		39,803	916,322	1,141,422	347,422	**869,061**	**0**	**0**	**2047**
Total	**564,000**	**6,700,000**	**6,160,000**	**8,410,000**	**4,656,000**	**1,693,579**	**1,153,451**	**816,890**	**52,256,738**						

Projected TID Closure

1 - Assumes that the MROS for Multi-Family Buildings B and/or C will be correspondingly reduced by the Billboard Contribution revenue at a future date

SECTION 10:

Annexed Property

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

SECTION 11:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that approximately 32 acres or 47.5% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

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

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for multi-family development.

Building Codes and Ordinances

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

SECTION 13:
Statement of the Proposed Method for the Relocation of any Persons to be Displaced

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

SECTION 14: How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

Plan Amendment promotes the orderly development of the City by rehabilitating property, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and additional housing units.

SECTION 15:
List of Estimated Non-Project Costs

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

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

The Project Plan Amendment for TID 6 anticipates the City performing and funding improvements to the water tower and water tower site. The total projected improvements are estimated at $500,000. The Project Plan allocates 25% or $125,000 as a Project Cost to be incurred at a future date. The remaining 75%/$375,000 will be financed and paid by other City resources.

SECTION 16:
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

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

SAMPLE

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

RE: Project Plan Amendment for Tax Incremental District No. 6

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Greenfield, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Greenfield Tax Incremental District No. 6 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

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

Projection found on the following page.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2022	Percentage
Milwaukee County	3.84	17.44%
Milwaukee Metro. Sewer District	1.36	6.19%
City of Greenfield	7.66	34.76%
Greenfield School District	8.27	37.53%
Milwaukee Area Technical College	0.90	4.08%
Total	22.04	

	Milwaukee County	Milwaukee Metro. Sewer District	City of Greenfield	Greenfield School District	Milwaukee Area Technical College	Total	Revenue Year
2017	8,670	3,075	17,281	18,657	2,030	49,712	2017
2018	111,804	39,654	222,861	240,607	26,178	641,105	2018
2019	274,382	97,316	546,929	590,479	64,244	1,573,349	2019
2020	501,608	177,906	999,862	1,079,478	117,448	2,876,301	2020
2021	747,733	265,200	1,490,466	1,609,147	175,076	4,287,623	2021
2022	780,620	276,864	1,556,021	1,679,922	182,776	4,476,205	2022
2023	789,081	279,865	1,572,885	1,698,129	184,757	4,524,718	2023
2024	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2024
2025	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2025
2026	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2026
2027	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2027
2028	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2028
2029	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2029
2030	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2030
2031	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2031
2032	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2032
2033	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2033
2034	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2034
2035	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2035
2036	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2036
2037	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2037
2038	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2038
2039	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2039
2040	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2040
2041	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2041
2042	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2042
2043	715,151	253,644	1,425,519	1,539,029	167,447	4,100,790	2043
	17,516,909	6,212,760	34,916,695	37,697,002	4,101,452	100,444,818	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

Committee: Common Council, October 17, 2023 Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: October 17, 2023

RELATING TO:

Discussion and action relative to the approval of the South 27th Street Business Improvement District 2024 Proposed Operating Plan.

SUMMARY:

In accordance with Wis. Stats. 66.1109(3)(b) pertaining to Business Improvement Districts (BIDs), the local legislative body (the Common Council) is required to consider the annual proposal of the BID's Operating Plan. Attached is the proposed 2024 Operating Plan. The proposed Plan includes the same methodology of calculating the BID assessment since its inception. The rate is $1 per $1,000 of assessed value, with a minimum of $500 and a maximum of $1,500.

BID #1 and #2 total assessable property value in 2023 is $94,496,100 (a $13.6MM increase from the 2022 assessed value of $80,895,900, attributed to the City-wide reassessment). The anticipated BID revenues through BID assessments in Greenfield are estimated at $58,543.40 (a $2,000 increase from 2022's BID revenue of $56,253).

- BID #1 (Howard to Grange) = $47,725.80
- BID #2 (Ramsey to College) = $10,817.60

Recommendation: Approve the BID's 2024 Operating Plan as presented.

ATTACHMENTS:

- Proposed 2024 Operating Plan
- Appendix D: 2023 BID Tax Roll Charges

Appendix D - 2023 BID Tax Roll Charges (for 2024 BID Operating Plan)

Type of Charge	Parcel No.	PropertyAd	OwnerName	Property Owner Address	2023 Assessed Value	Rate ($1.00/$1,000 of assessed value)	2023 BID Charge Min. $500, max $1,500 (see Paula's 8/21/19 email)
BID #1	5769976004	2740 W Cold Spring Rd	Povlick Enterprises LLC	2740 W Cold Spring Rd., Greenfield, WI, 53221	$332,900	$333	$500.00
BID #1	5769977003	4275 S 27th St	Ros No 17 LLC	4811 S 76th St # 211, Greenfield, WI 53220	$1,330,200	$1,330	$1,330.20
BID #1	5769978000	4251 S 27th St	Majdoch Holdings LLC	550 W. Red Pine Circle, Dousman, WI 53118	$1,101,300	$1,101	$1,101.30
BID #1	5769995008	4201 S 27th St	BRE 1 LLC	4100 S 27 St., Milwaukee, WI, 53221	$4,434,800	$4,435	$1,500.00
BID #1	5769995009	4241 S 27th St	BRE 2 LLC	4100 S 27 St., Milwaukee, WI, 53221	$1,247,800	$1,248	$1,247.80
BID #1	5769997002	4201 S 27th St	Wisconsin Electric Power Co	231 W Michigan Ave., Milwaukee, WI, 53203	$514,000	$514	$514.00
BID #1	5998888000	4691 S 27th St	Tajinder Singh	3401 E Debbie Dr., Oak Creek, WI, 53154	$538,100	$538	$538.10
BID #1	5998889000	2720 W Layton Ave	Jose & Laura Caballero	3875 W Kimberly Ave Greenfield, WI 53221	$136,600	$137	$500.00
BID #1	5998891000	2736 W Layton Ave	Milwaukee County	901 N 9th St #102 Milwaukee, WI 53233	$0	$0	$0.00
BID #1	5998892000	4671 S 27th St	Doble R. Enterprises LLC	3225 S. 42nd St., Milwaukee, WI, 53215	$552,500	$553	$552.50
BID #1	5998893003	4661 S 27th St	First-Citizens Bank & Trust Company	PO Box 27131 Raleigh, NC 27611	$805,200	$805	$805.20
BID #1	5998893005	4651 S 27th St	I Investments, LLC	8970 S Bluestem Ct, Franklin, WI, 53132	$357,500	$358	$500.00
BID #1	5998893006	4625 S 27th St	Ros No 11 LLC	4811 S 76th St Ste 211, Greenfield, WI 53220	$664,500	$665	$664.50
BID #1	5998922005	4595 S 27th St	At Home Stores LLC	1600 E Plano Pkwy, Plano, TX, 75074	$4,500,900	$4,501	$1,500.00
BID #1	5998947001	4377 S 27th St	Oil X-Change LLC	1311 N. Paul Russell Rd. Ste 131, Tallahasee, FL, 32301	$747,800	$748	$747.80
BID #1	5998949000	4353 S 27th St	Cihuatl Property LLC	5600 College Point Ct, Racine, WI, 53402	$239,700	$240	$500.00
BID #1	5998996000	4343 S 27th St	Thomas G. & Judith M. Weiss Rev. Trst	3325 W Layton Ave, Greenfield, WI, 53221	$403,300	$403	$500.00
BID #1	5999000001	4333 S 27th St	US Bank Corp Real Estate	PO Box 460169, Houston, TX, 77056	$2,455,400	$2,455	$1,500.00
BID #1	5999997001	4433 S 27th St	AAA Michigan	1 Auto Club Dr., Dearborn, MI, 48126	$1,365,300	$1,365	$1,365.30
BID #1	6220001000	4901 S 27th St	Ross W. Stein	3333 Kimberly Ave., Greenfield, WI, 53221	$180,800	$181	$500.00
BID #1	6220002001	4931 S 27th St	Greenfield Property Group LLC	W616 Rockvale, Oconomowoc, WI, 53006	$1,857,700	$1,858	$1,500.00
BID #1	6220047001	5029 S 27th St	Auto Zone Inc	PO Box 2198, Memphis, TN, 38101	$1,182,900	$1,183	$1,182.90
BID #1	6229944002	5077 S 27th St	Team R N' B Wisconsin, LLC	6600 N Ballard Rd, Appleton, WI, 54913	$2,193,200	$2,193	$1,500.00
BID #1	6229946001	5051 S 27th St	Herrera Properties, LLC	2725 W Hayes Ave., Milwaukee, WI 53215	$676,700	$677	$676.70
BID #1	6229975002	3033 W Layton Ave	F Street 3033 LLC	1134 N. 9th St. #200, Milwaukee, WI, 53233	$2,806,100	$2,806	$1,500.00
BID #1	6229976000	3001 W Layton Ave	Jon C. Neal	5160 Donna Ct., Hales Corners, WI, 53130	$381,300	$381	$500.00
BID #1	6229977000	2933 W Layton Ave	Greenfield Accipiter LLC	1882 E Main St #201, Madison, WI, 53704	$625,400	$625	$625.40
BID #1	6229978000	2923 W Layton Ave	Ethington Holdings LLC	2923 W Layton Ave., Greenfield, WI, 53221	$322,300	$322	$500.00
BID #1	6229979000	2915 W Layton Ave	Renaissance Physical Therapy Inc.	700 Pilgrim Pkwy Ste L-8, Elm Grove, WI, 53122	$276,500	$277	$500.00
BID #1	6229980000	2833 W Layton Ave	WI Wholesale Mortgage LLC	2833 W Layton Ave., Greenfield, WI, 53221	$346,000	$346	$500.00
BID #1	6229984001	2745 W Layton Ave	2745 W. Layton LLC	10847 W. Coronado Ct., Franklin, WI 53132	$1,139,300	$1,139	$1,139.30
BID #1	6229986001	2741 W Layton Ave	TNJ LLC	2741 W Layton Ave #201, Greenfield, WI, 53221	$998,000	$998	$998.00
BID #1	6229988005	4775 S 27th St	Great Midwest Savings & Loan	15900 W Bluemound Rd., Brookfield, WI, 53005	$918,500	$919	$918.50
BID #1	6229988007	4763 S 27th St	CWP West Corp	222 E. 5th St., Tucson, AZ, 85705	$809,400	$809	$809.40
BID #1	6229988012	4861 S 27th St	JMC Properties LOC110 LLC	17280 W. North Ave, Ste #101, Brookfield, WI, 53045	$2,316,800	$2,317	$1,500.00
BID #1	6229988014	4841 S 27th St	Carisch Brothers LP	681 E Lake St Ste 262, Wayzata, MN, 55391	$693,800	$694	$693.80
BID #1	6229988015	4771 S 27th St	4771 South 27th Greenfield LLC	1 Ashley Way, Arcadia, WI, 54612	$4,739,600	$4,740	$1,500.00
BID #1	6229988016	4777 S 27th St	NS Retail Holdings LLC	2021 McKinney Ave., Ste 1150, Dallas TX, 75201	$14,819,200	$14,819	$1,500.00
BID #1	6229991000	4839 S 27th St	Sills Greenfield LLC	8008 W. Layton, Greenfield, WI, 53220	$340,700	$341	$500.00
BID #1	6229998000	4739 S 27th St	Tymek Properties LLC	4739 S 27th St., Greenfield, WI, 53221	$451,600	$452	$500.00
BID #1	6229999000	4715 S 27th St	Ali's Investments LLC	5909 S. 27th St., Greenfield, WI, 53221	$1,221,900	$1,222	$1,221.90
BID #1	6450001002	5141 S 27th St	Churchill Enterprises LLC	2081 S. 56th St., West Allis, WI, 53219	$380,600	$381	$500.00
BID #1	6450008001	5175 S 27th St	Tuckaway Park LLC	19280 Hayden Ct., Brookfield, WI, 53045	$431,300	$431	$500.00
BID #1	6450009000	5207 S 27th St	Antonio Rentas	3503 W Southland Dr., Franklin, WI, 53132	$317,000	$317	$500.00
BID #1	6450010001	5233 S 27th St	Hanry Limited Partnership	10647 Haddonstone Pl., Mequon, WI, 53092	$937,000	$937	$937.00
BID #1	6450012000	5251 S 27th St	Thomas & James T. Letizia	5265 S 27th St., Greenfield, WI, 53211	$303,000	$303	$500.00
BID #1	6450013000	5265 S 27th St	Thomas & James T. Letizia	5265 S 27th St., Greenfield, WI, 53211	$277,300	$277	$500.00
BID #1	6450021000	5341 S 27th St	5341 LLC	1200 E Capitol Dr., Shorewood, WI 53211	$536,500	$537	$536.50
BID #1	6450022000	5355 S 27th St	Sammy's Auto Class, Inc	3212 Briarwood Dr., Franklin, WI, 53132	$236,200	$236	$500.00
BID #1	6450023000	5371 S 27th St	Rajeh Assad	8212 S River Ln, Franklin, WI 53132	$475,100	$475	$500.00
BID #1	6450058000	5105 S 27th St	Knur Patel Property LLC	5105 S. 27th St., Greenfield, WI, 53221	$583,200	$583	$583.20
BID #1	6459001000	5415 S 27th St	DPMD LLC	N84 W15670 Appleton Ave.,Menomonee Falls, WI, 53051	$2,018,200	$2,018	$1,500.00
BID #1	6459002000	2750 W Grange Ave	Viet Hoa Greenfield LLC	2750 W Grange Ave., Greenfield, WI, 53221	$3,705,300	$3,705	$1,500.00
BID #1	6459992000	5101 S 27th St	Old National Bank	PO Box 718, Evansville, IN, 47705	$1,036,500	$1,037	$1,036.50
BID #1	6689000012	5505 S 27th St	JMR Properties IV, LLC	5505 S 27th St., Greenfield, WI, 53221	$3,147,900	$3,148	$1,500.00
			BID #1 Total				**$47,725.80**
BID #2	6919841016	6205 S 27th St	College Venture JV	833 E. Michigan St., Ste 500, Milwaukee, WI, 53202	$4,681,400	$4,681	$1,500.00
BID #2?	6919841017	6279 S 27th St	PH 6269 S. 27th St. LLC	241 N. Broadway Ste 501, Milwaukee, WI, 53202	$916,300	$916	$500.00
BID #2	6919841007	6125 S 27th St	Romine's High Pockets Property LLC	13000 W Ohio Dr., New Berlin, WI, 53151	$1,911,100	$1,911	$1,500.00
BID #2	6919841009	6133 S 27th St	ZAAE Properties LLC	6133 S 27th St., Greenfield, WI, 53221	$2,947,000	$2,947	$1,500.00
BID #2	6919841014	6141 S 27th St	Write It Up Properties LLC	5505 S. 27th St., Milwaukee, WI, 53221	$5,578,100	$5,578	$1,500.00
BID #2	6919844001	6061 S 27th St	Michael G. Borchardt Family Trust	6063 S 27th St, Greenfield, WI, 53221	$346,600	$347	$500.00
BID #2	6919993001	5981 S 27th St	Pahlvan LLC	5981 S 27th St, Greenfield, WI, 53221	$626,500	$627	$626.50
BID #2	6919991001	S. 27th St.(land only)	Dura Services LLC	6001 S. 27th St., Greenfield, WI, 53221	$234,600	$235	$500.00
BID #2	6919993004	6001 S 27th St	Dura Services LLC	6001 S 27th St, 1st Floor, Greenfield, WI, 53221	$327,900	$328	$500.00
BID #2	6919994002	5949 S 27th St	Joseph C. Fuchs	5949 S 27 St., Greenfield, WI, 53221	$290,900	$291	$500.00
BID #2	6919995001	5945 S 27th St	Muhammad N. Choudry	9451 Ironwood Ln., Des Plaines, IL, 60016	$434,000	$434	$500.00
BID #2	6919999002	5909 S 27th St	Ali's Oil Co Inc	5909 S 27th St., Greenfield, WI 53221	$1,191,100	$1,191	$1,191.10
			BID #2 Total				**$10,817.60**
			COMBINED TOTAL		**$94,896,100**		**$58,543.40**

Business Improvement District No. 1&2

South 27th Street Business Improvement District

2024 Proposed Operating Plan

August 15th, 2023

I. INTRODUCTION

A. Background

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

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

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

B. Physical Setting

The area is roughly bounded by:

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

II. DISTRICT BOUNDARIES

Boundaries of the district are shown on the map in Appendix C of this Plan. A listing of the properties included in the district is provided in Appendix D.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

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

B. Proposed Activities – Year Fifteen

Principal activities to be engaged in by the district during it's 15th year of operation will include:

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

A unique feature is Greenfield is also in its 15th year since the formation of two business improvement districts. The two BIDs (Greenfield BID #1 and Greenfield BID #2) fall under one umbrella and share the same common goals and initiatives. Further, it is fact that the 3 business improvement districts (Milwaukee 43 and Greenfield 1 & 2 jointly contract with a 501-(c)3 entity (a/k/a South 27th Street Business District Association (Historic Highway 41) to manage both districts as one. The organization continues to run under one umbrella, one board and one set of bylaws.

C. Proposed Expenditures
Approximately $58,543 in 2024, this is Greenfield's proposed portion of the budget.

Proposed Budget

Proposed Budget (Greenfield)

Budgeted Activities and Programs

Design and Maintenance: $12,879
Management and maintenance of extensive boulevard design. Repairs or replanting as well as any other miscellaneous beautification initiatives supporting the appearance of the district.

Marketing and Promotion: $12,879
General branding and implementation of district activities. (Ex. Business Development, partnerships/memberships, sponsorships, meetings, campaigns, retention, events, etc.)

Administration and Management: $32,785
Full time management: Business recruitment, oversight, communication, administrative support, etc. Office space, audit, insurance, supplies, grant program, future programming, misc. and other duties.

Anticipated BID Revenues	$58,543
Reserve	$30,000
Total BID Revenues and Reserves	$88,543

D. Financing Method

It is proposed to raise $58,543 through BID assessments in Greenfield (see Appendix D). Other miscellaneous income will be from interest and dividends. Sponsorships revenue may be anticipated for special programs and marketing efforts. The BID board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

E. Organization of BID Board

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

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

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

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

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

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

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

IV. METHOD OF ASSESSMENT

A. Assessment Rate and Method

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

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

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

As of August 2023, the property in the proposed districts had a total assessed value of $94,896,100. This plan proposed to assess the property in the district at a rate of $1 per $1,000.00 of assessed value, subject to the maximum assessment, for the purposes of the BID.

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

B. Excluded and Exempt Property

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

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

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

A. City Plans

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

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

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

B. City Role in District Operation

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

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

VI. FUTURE YEAR OPERATING PLANS

A. Phased Development

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

Section 66.1109(3)(a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the development program, it focuses upon the current year activities, and information on specific assessed values, budget amounts and assessment amounts based on year eight conditions. Greater detail about subsequent year's activities will be provided in the required annual updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

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

B. Amendment, Severability and Expansion

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

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

C. Termination of the BID

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

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

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

Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

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

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

APPENDICES

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

Appendix A

(1) In this section:

(a) "Board" means a business improvement district board appointed under sub. (3) (a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subds. 1. to 4. have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

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

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

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

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

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

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

(a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.
(b) The planning commission has approved the annexation.
(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.
(d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.
(3)
(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.
(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:
1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded $300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
2. If the cash balance in the segregated account described under sub. (4) was less than $300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.
(cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of $10 if the revised amount is not a multiple of $10 or, if the revised amount is a multiple of $5, such an amount shall be increased to the next higher multiple of $10.
(cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).

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

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

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

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

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

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

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

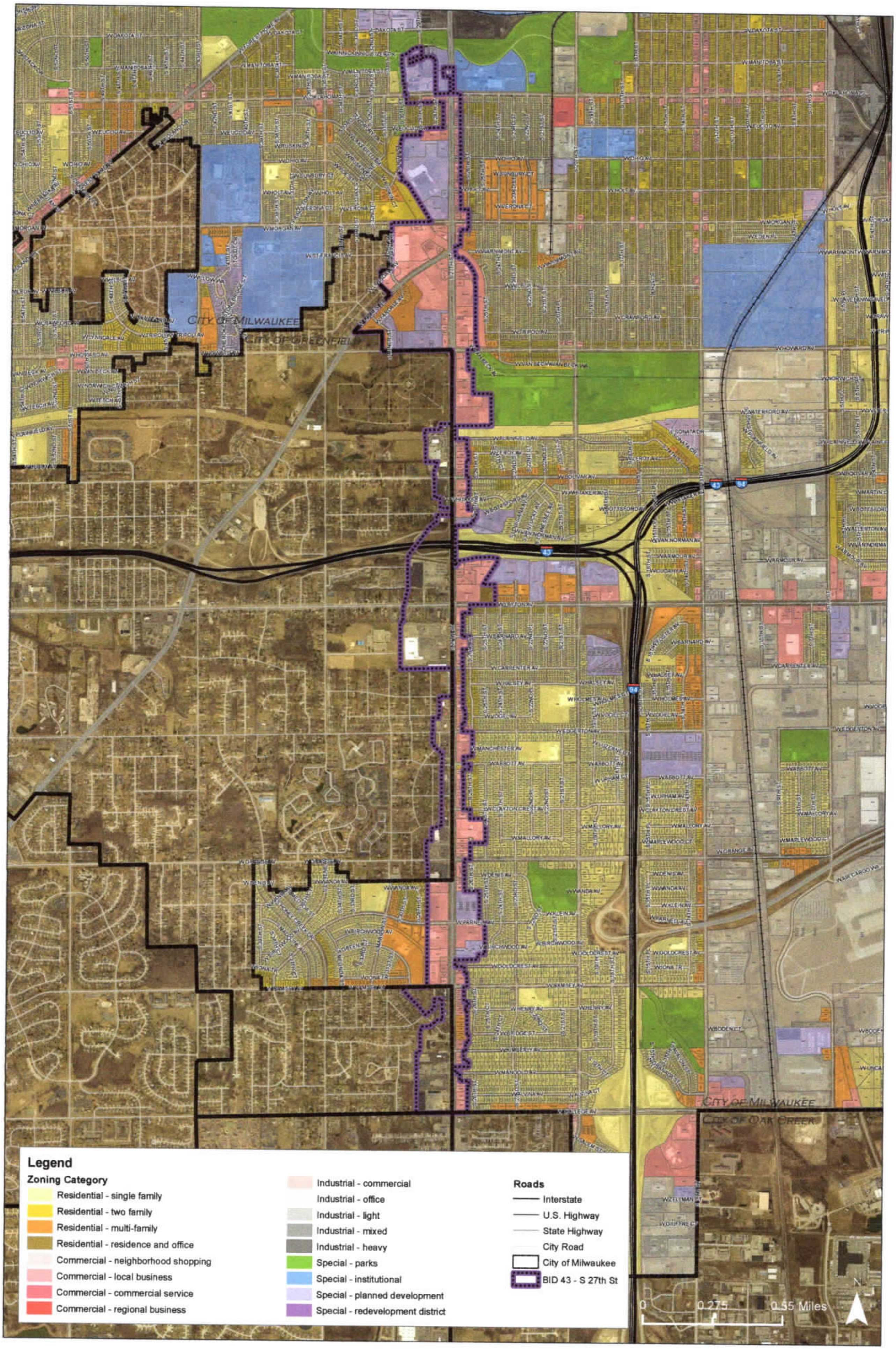
(d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

Appendix B

BID 1 and 2 Board of Directors Roster

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

Todd Reardon Member	Owner /Occupy	Braeger Corporation	4201 S 27
Mark Kivley Member	Owner/Occupy	Re/Max Lakeside	5556 S 27
Kevin Sholz Member	Adhoc	Resident	
Troy Chowanec Treasurer	Adhoc	Resident	
Greg Butts Vice President	Owner/Occupy	Realty Management	4647 S 27
Jon Majdoch Member	Owner/Occupy	Lightspeed Entertainment	4251 S 27
Mark Kivley Member	Owner/Occupy	Re/Max	5341 S 27


CITY OF MILWAUKEE
CITY OF GREENFIELD
CITY OF MILWAUKEE
CITY OF OAK CREEK
Legend
Zoning Category
Residential - single family
Residential - two family
Residential - multi-family
Residential - residence and office
Commercial - neighborhood shopping
Commercial - local business
Commercial - commercial service
Commercial - regional business
Industrial - commercial
Industrial - office
Industrial - light
Industrial - mixed
Industrial - heavy
Special - parks
Special - institutional
Special - planned development
Special - redevelopment district
Roads
Interstate
U.S. Highway
State Highway
City Road
City of Milwaukee
BID 43 - S 27th St
0
0.275
0.55 Miles
N

Committee: Finance & Human Resources Item Number:

Introduced By: Jennifer Goergen

Date Introduced: October 11, 2023

RELATING TO: Approve Memorandum of Understanding (MOU) between the Wisconsin Elections Commission (WEC) and the City of Greenfield to participate in the Badger Book program and utilize the electronic poll book software created by the Commission, and authorize the Mayor to sign.

SUMMARY: The Wisconsin Elections Commission (WEC) is requiring all municipalities that participate in the Badger Book program and utilize the electronic poll book software created by the Commission agree to the terms of the Memorandum of Understanding (MOU).

The purpose of the MOU is to codify in writing the roles and responsibilities of both parties. The MOU must be signed by the Mayor, per the WEC, as the agreement is between the WEC and the municipality, not the clerk (per WEC). Despite the fact that Greenfield has been using Badger Books (electronic poll books) at our polling locations since 2020 and an MOU had not been required previously, the MOU is a new requirement to utilize the software program for upcoming elections.

The recommendation is to approve the Memorandum of Understanding (MOU) between the Wisconsin Elections Commission (WEC) and the City of Greenfield to participate in the Badger Book program and utilize the electronic poll book software created by the Commission, and authorize the Mayor to sign.

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

MOTION ___ OTHER ___

Memorandum of Understanding

By and Between

City Greenfield, City Clerk's office, Milwaukee County

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User City of City of Greenfield in Milwaukee County, Wisconsin, Administrator/Chair Mayor Michael J. Neitzke ("Municipal User"), Address 7325 W. Forest Home Ave., Greenfield, WI 53220, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. **Scope**

A. Badger Book Software: The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunsetting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.

B. Badger Book Hardware: One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.

   i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.

   ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").

   iii. The sunsetting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunsetting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunsetting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain hardware may result in a loss of license to use the Badger Book software (*e.g.,* hardware poses a significant security risk, a sunsetting timeline has passed, etc.).

iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. Badger Book Software License

A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.

B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.

C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. Badger Book License Use Provisions

A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.

B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.,* Badger Books) to connect securely to each other within the polling place. **At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity.** Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. Software and Approved Hardware Delivery/Implementation/Use

A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. **Allowance of Use and Program Requirements**

A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:

B. Commission Requirements

i. Provide continued and free access to the Badger Book software.

ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.

iii. Provide reasonable hardware troubleshooting support.

iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.

v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.

C. Municipal User Requirements

i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).

ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.

iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.

iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.

v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.

vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.

vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.

ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. **Terms and Conditions of Badger Book Software License/Use**

A. Term: The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.

B. Representations: Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.

C. Warranties: The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. Indemnification: The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.

E. Confidentiality: The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.,* unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER		WISCONSIN ELECTIONS COMMISSION	
Signed	Date	Signed	Date
Michael J. Neitzke, Mayor			
Printed name		Printed Name	
City of Greenfield		Milwaukee	
Municipality Name		County Name	

WisVote Relier ☐

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

October 11, 2023

Mr. Ken Amerman
Senior Vice President
USI Insurance Services
8000 Norman Center Drive
Bloomington, MN 55434

Re: 2024 Employee Benefit Plan Renewal Confirmation for City of Greenfield

Dear Mr. Amerman:

The City of Greenfield has reviewed the 2024 benefit plan renewal premiums, benefits, and proposals presented to us and we are confirming our 2024 renewal decisions as follows:

Heatlh Plan	2024 Renewal
Renew carrier:	UnitedHealthcare
Network:	Choice +
Premium	+9.9%
Single	$899.25
Family	$2,598.81
UHC Credit delivered in Q1 2024	$165,000
Premium after UHC Credit applied	+6.9%
Single	$874.94
Family	$2,528.57
Benefit Changes Confirmation:	
Deductible	No Change to plan design
Out of Pocket	See UHC Uniform
RX Benefit	Modifications Notice
UHC Changes	for 2024
HRA	**2024 Renewal**
HRA Administrator:	UnitedHealthcare
Benefit changes:	None
Single	$4,250
Family	$8,500
Health Plan Employee Cost	**2024 Renewal**
Single	$110.00
Family	$319.00

Health Plan COBRA Rates (without 2% admin.)	2024 Renewal
Single	$981.44
Family	$2,741.07
Dental Plan	**2024 Renewal**
Renew carrier:	UnitedHealthcare
Benefit and other changes:	Move to 4-tier rates, no benefit changes
Low Level Plan 1:	+15% increase
Single	$22.08
Single + Spouse	$47.46
Single + Child(ren)	$49.52
Family	$80.44
High Level Plan 2:	
Single	$60.86
Single + Spouse	$121.24
Single + Child(ren)	$140.06
Family	$207.58
Employee Cost:	Pays 100% of premium
Vision Plan	**2024 Renewal**
Renew carrier:	UnitedHealthcare
Benefit changes:	None
Premium:	No Change
Single	$7.58
Dual	$15.16
Family	$22.64
Employee Cost:	Pays 100% of premium
COBRA Administration	**2024 Renewal**
COBRA Administrator:	UnitedHealthcare
Benefit changes:	$.40 to $.55 increase
Administrative fee: per eligible employee per month	$0.55
FSA Administration	**2024 Renewal**
FSA Administrator:	UnitedHealthcare
Benefit changes:	None
Administrative fee: per participant per month	$3.25
FSA Health Care:	$3,050 (or IRS Limit)
FSA Limited Purpose:	$3,050 (or IRS Limit)
FSA Dependent Care:	$5,000
Rollover available for FSA Health Care and Limited Purpose	$610 (or IRS Limit)

APPROVED:

Michael J. Neitzke, Mayor

Date

PACKETS FOR WEDNESDAY, 10 / 11 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	9/29/2023	$	758,817.70
AP CHECK	10/6/2023	$	720,874.51
P-CARDS - SEPTEMBER 2023		$	154,227.08
		TOTAL $	1,633,919.29

CC: PAULA

CC: FINANCE FOLDER