



COMMON COUNCIL MEETING AGENDA

Tuesday, December 5, 2023 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the November 21, 2023 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Massage by Deadra, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite L107, submitted by Deadra Santiago, d/b/a Massage by Deadra and Delanie Ford, d/b/a Avery & Birch, d/b/a Avery & Birch, LLC. (Tax Key No. 609-9994-009) (PC-10/10/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Massage by Deadra, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite L107, submitted by Deadra Santiago, d/b/a Massage by Deadra and Delanie Ford, d/b/a Avery & Birch, d/b/a Avery & Birch, LLC. (Tax Key No. 609-9994-009) (PC-10/10/23 Kastner)
 - b. Approve a Site Plan Review for Massage by Deadra, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite L107, submitted by Deadra Santiago, d/b/a Massage by Deadra and Delanie Ford, d/b/a Avery & Birch, d/b/a Avery & Birch, LLC. (Tax Key No. 609-9994-009) (PC-10/10/23 Kastner)
 - 2. Public Hearing on a Special Use Permit for The Rest Nest, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite 206, submitted by Jill Chaplock, d/b/a The Rest Nest and Delanie Ford, d/b/a Avery & Birch, LLC. (Tax Key No. 609-9994-009) (PC-10/10/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for The Rest Nest, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite 206, submitted by Jill Chaplock, d/b/a The Rest Nest and Delanie Ford, d/b/a Avery & Birch, LLC. (Tax Key No. 609-9994-009) (PC-10/10/23 Kastner)
 - b. Approve a Site Plan Review for The Rest Nest, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite 206, submitted by Jill Chaplock, d/b/a The Rest Nest and Delanie Ford, d/b/a Avery & Birch, LLC. (Tax Key No. 609-9994-009) (PC-10/10/23 Kastner)
 - 3. Public Hearing on a Special Use Permit for VANEE Tattoo Studio, a proposed tattoo business to be

located at 4633 S. 108 St., submitted by Vanessa Ruelas, d/b/a VANEE Tattoo Studio and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001) (PC-11/14/23 Kastner)

- a. Approve a Resolution for a Special Use Permit for VANEE Tattoo Studio, a proposed tattoo business to be located at 4633 S. 108 St., submitted by Vanessa Ruelas, d/b/a VANEE Tattoo Studio and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001) (PC-11/14/23 Kastner)
- b. Approve a Site Plan Review for VANEE Tattoo Studio, a proposed tattoo business to be located at 4633 S. 108 St., submitted by Vanessa Ruelas, d/b/a VANEE Tattoo Studio and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001). (PC-11/14/23 Kastner)
4. Public Hearing on a Special Use Permit for Tiny Tykes Puppies, LLC, a proposed pet store, to be located at 2833 W. Layton Ave., submitted by Darcy Turner, d/b/a Tiny Tykes Puppies, LLC. (Tax Key No. 622-9980-000) (PC-10/10/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Tiny Tykes Puppies, LLC, a proposed pet store, to be located at 2833 W. Layton Ave., submitted by Darcy Turner, d/b/a Tiny Tykes Puppies, LLC. (Tax Key No. 622-9980-000) (PC-10/10/23 Kastner)
 - b. Approve a Site Plan Review for Tiny Tykes Puppies, LLC, a proposed pet store, to be located at 2833 W. Layton Ave., submitted by Darcy Turner, d/b/a Tiny Tykes Puppies, LLC. (Tax Key No. 622-9980-000) (PC-10/10/23 Kastner)
5. Public Hearing on a Special Use Permit for a proposed liquor store at Nexus Vape N Smoke, an existing business located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One Inc. (Tax Key No. 563-9986-008) (PC-10/10/23 Kastner)
 - a. Approve a Resolution for a Special Use Permit for a proposed liquor store at Nexus Vape N Smoke, an existing business located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One Inc. (Tax Key No. 563-9986-008) (PC-10/10/23 Kastner)
 - b. Approve a Site Plan Review for a proposed liquor store at Nexus Vape N Smoke, an existing business located at 3765 S. 108 St., submitted by Yash Patel, d/b/a Falcon One Inc. (Tax Key No. 563-9986-008) (PC-10/10/23 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. Approve a Resolution disallowing the claim of Racquel Olmos relating to alleged motor vehicle damage. (Goergen)
2. Approve a Resolution allowing the claim of Sara J. Kitzrow relating to vehicle damage. (Goergen)
3. Approve applications for 2023-2024 operator licenses (Goergen)
4. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Holiday Shopping Photos with Santa on December 16, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)

5. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Holiday Last Minute Shoppers Event on December 23, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
 6. Approve a Resolution requesting an area within the City of Greenfield receive a Greenfield postal address designation. (Mayor Neitzke)
 7. Discussion/Decision regarding approval of MOU with Greenfield School District for Temporary Emergency use of the Greenfield Community Center. (Jaquish)
 8. Discussion and decision to transfer unused 2023 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2024. (Porter)
 9. Approve an amendment to Resolution No. 3317, updating the Stormwater Utility Rate for 2024, with an increase of 5%. (BPW- 11/28/23, Ald. Bailey)
 10. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for energy-saving LED street lights on Edgerton Avenue and Grange Avenue. (BPW-11/28/23, Ald. Bailey)
 11. Discussion and decision to revise Police Clerk Typist job description (11/29/23 F&HR S. Saryan)
 12. Discussion and decision to revise Emergency Service Dispatcher job description (11/29/23 F&HR S. Saryan)
 13. Discussion and decision to approve a renewal of a three (3) year contract with the Everbridge "Reverse 911" Notification System (11/29/23 F&HR S. Saryan)
 14. Discussion and decision to transfer unused 2023 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2024 (11/29/23 F&HR S. Saryan)
 15. Approval of schedules of disbursements in the amount of \$915,158.69. (11/29/23 F&HR S. Saryan)
 16. Approval of mileage reimbursements in the amount of \$2,081.10. (11/29/23 F&HR S. Saryan)
 17. Investments and reinvestments for October 2023. (11/29/23 F&HR S. Saryan)
 18. Accept October 2023 financial statements. (11/29/23 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. _____

Special Use Permit for Massage by Deadra, a proposed massage therapy business, to be located within Avery & Birch at 10901 W. Sunset Ln., Suite L107, submitted by Deadra Santiago, d/b/a Massage by Deadra and Delanie Ford, d/b/a Avery & Birch, LLC.
(Tax Key No. 609-9994-009)

WHEREAS, Deadra Santiago, d/b/a Massage by Deadra, 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 Massage by Deadra, a proposed massage therapy business, to be located at 10901 W. Sunset Ln., Suite L107; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 5, 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, Deadra Santiago, d/b/a Massage by Deadra, resides at 7680 Russet St., Burlington, WI 53105.
2. The applicant will lease a portion of the multi-tenant commercial building owned by Avery & Birch, LLC., PO Box 486, Mukwonago, WI 53149.
3. Massage by Deadra will occupy approximately 115 sq. ft. of the multi-tenant commercial building located at 10901 W. Sunset Ln., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 7988, being a part of the Southeast ½ of Section 19, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 609-9994-009

Said land being located at 10901 W. Sunset Ln.

4. The applicant is proposing to establish a massage therapy business within the existing salon suite commercial building.
5. The aforesaid premise is zoned PUD – Planned Unit Development 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. 108 St. corridor that is developed for commercial uses. Properties to the north and east are developed as commercial. Properties to the

west are developed as residential. Properties to the south are developed as both commercial and residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Deadra Santiago, d/b/a Massage by Deadra and Delanie Ford, d/b/a Avery & Birch, LLC., to establish a massage therapy business, to be located at 10901 W. Sunset Ln., Suite L107, 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 October 10, 2023 and by the Common Council on December 5, 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 Massage by Deadra will be 8:00am – 8:00pm Monday – Friday, and 8:00am – 4:00pm Saturday and Sunday.
4. Off-Street Parking. A total of 105 off-street parking stalls are required for the entire multi-tenant commercial building. The property provides 88 off-street parking stalls. The shortage was waived when Avery & Birch LLC appeared before Plan Commission and Common Council in November/December of 2021.
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.

Deadra Santiago, d/b/a Massage by Deadra

Delanie Ford, d/b/a Avery & Birch LLC.

Provided to applicant on the
_____ day of _____, 2023

Community Development Manager

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for The Rest Nest, a proposed massage therapy business,
to be located within Avery & Birch at 10901 W. Sunset Ln., Suite 206, submitted by Jill
Chaplock, d/b/a The Rest Nest and Delanie Ford, d/b/a Avery & Birch, LLC.
(Tax Key No. 609-9994-009)

WHEREAS, Jill Chaplock, d/b/a The Rest Nest, 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 The Rest Nest, a proposed massage therapy business, to be located at 10901 W. Sunset Ln., Suite 206; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 5, 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, Jill Chaplock, d/b/a The Rest Nest, resides at 7408 Edgehill Road, Greendale, WI 53219.
2. The applicant will lease a portion of the multi-tenant commercial building owned by Avery & Birch, LLC., PO Box 486, Mukwonago, WI 53149.
3. The Rest Nest will occupy approximately 166 sq. ft. of the multi-tenant commercial building located at 10901 W. Sunset Ln., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 7988, being a part of the Southeast ½ of Section 19, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 609-9994-009

Said land being located at 10901 W. Sunset Ln.

4. The applicant is proposing to establish a massage therapy business within the existing salon suite commercial building.
5. The aforesaid premise is zoned PUD – Planned Unit Development 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. 108 St. corridor that is developed for commercial uses. Properties to the north and east are developed as commercial. Properties to the

west are developed as residential. Properties to the south are developed as both commercial and residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Jill Chaplock, d/b/a The Rest Nest and Delanie Ford, d/b/a Avery & Birch, LLC., to establish a massage therapy business, to be located at 10901 W. Sunset Ln., Suite 206, 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 October 10, 2023 and by the Common Council on December 5, 2023. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for The Rest Nest will be 8:00am – 8:00pm Monday – Friday, and 8:00am – 4:00pm Saturday and Sunday.
4. Off-Street Parking. A total of 105 off-street parking stalls are required for the entire multi-tenant commercial building. The property provides 88 off-street parking stalls. The shortage was waived when Avery & Birch LLC appeared before Plan Commission and Common Council in November/December of 2021.
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.

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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.

Jill Chaplock, d/b/a The Rest Nest

Delanie Ford, d/b/a Avery & Birch LLC.

Provided to applicant on the
_____ day of _____, 2023

Community Development Manager

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for VANEE Tattoo Studio, a proposed tattoo business to be located at 4633 S. 108 St., submitted by Vanessa Ruelas, d/b/a VANEE Tattoo Studio and Salim Shelleh, d/b/a Forest Park Real Estate LLC. (Tax Key No. 609-0033-001).

WHEREAS, Vanessa Ruelas, d/b/a VANEE Tattoo Studio, 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 VANEE Tattoo Studio, a proposed tattoo business within Beauty by LuLu Marie, an existing business located at 4633 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 5, 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, Vanessa Ruelas, d/b/a VANEE Tattoo Studio, resides at 2709 S. 102 St., West Allis, WI 53227.
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. VANEE Tattoo Studio will occupy approximately 145 sq. ft. of the 1,500 sq. ft. currently occupied by Beauty by LuLu Marie, within the multi-tenant commercial building located at 4633 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 single-chair tattoo studio within Beauty by LuLu Marie, an existing tenant, 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 tattoo parlors 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 Vanessa Ruelas, d/b/a VANEE Tattoo Studio to establish a tattoo business, to be located at 4633 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 November 14, 2023 and by the Common Council on December 5, 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 VANEE Tattoo Studio shall be 11:00am – 10:00pm Tuesday through Saturday, 8:00am – 8:00pm Sundays, and closed on Mondays.
4. Off-Street Parking. A total of 3 off-street parking stalls are required for VANEE Tattoo Studio. The entire multi-tenant commercial building requires a total of 73 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.

Vanessa Ruelas, d/b/a VANEE Tattoo Studio

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

RESOLUTION NO. _____

Special Use Permit for Tiny Tykes Puppies, LLC, a proposed pet store,
to be located at 2833 W. Layton Ave., submitted by
Darcy Turner, d/b/a Tiny Tykes Puppies, LLC. (Tax Key No. 622-9980-000)

WHEREAS, Darcy Turner, d/b/a Tiny Tykes Puppies, 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 Tiny Tykes Puppies, a proposed pet store, to be located at 2833 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 5, 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, Darcy Turner, d/b/a Tiny Tykes Puppies, LLC., has a business at 2661 S. Howell Ave., Milwaukee WI 53207.
2. The applicant has submitted an offer to purchase the mixed-use building currently owned by WI Wholesale Mortgage LLC., 2833 W. Layton Ave., Greenfield, WI 53221.
3. Tiny Tykes Puppies will occupy the entirety of the 2,400 sq. ft. of the commercial space within the mixed-use building located at 2833 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

The West 60 feet of the East 760 feet of the North 346.50 feet of the Northeast ¼ Section 25, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom the North 60 feet for public street purposes.

Tax Key No. 622-9980-000

Said land being located at 2833 W. Layton Ave.

4. The applicant is proposing to establish a pet store utilizing the main floor and basement of the existing commercial building and live in the residential/upper portion of the mixed-use building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Pet Stores and Shops as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Darcy Turner, d/b/a Tiny Tykes Puppies, LLC., to establish a pet store specializing in the sale of small-breed puppies, to be located at 2833 W. Layton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on October 10, 2023 and by the Common Council on December 5, 2023. The residential portion of the mixed-use building shall be owner-occupied at all times. 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 Tiny Tykes Puppies will be 11:00am – 5:00pm, Monday through Saturday.
4. Off-Street Parking. A total of 12 off-street parking stalls are required for Tiny Tykes Puppies. The property will provide seven (7) 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.

Darcy Turner, d/b/a Tiny Tykes Puppies, LLC.

Provided to applicant on the
_____ day of _____, 2023

Community Development Manager

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for a proposed liquor store at Nexus Vape N Smoke,
an existing business located at 3765 S. 108 St., submitted by
Yash Patel, d/b/a Falcon One Inc. (Tax Key No. 563-9986-008)

WHEREAS, Yash Patel, d/b/a Falcon One Inc., duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, for a proposed liquor store within Nexus Vape N Smoke, an existing business located at 3765 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 5, 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, Yash Patel, d/b/a Falcon One Inc., resides at 8216 S. 77 St. Franklin, WI 53132.
2. The applicant will lease a portion of the multi-tenant commercial building owned by Garden Mall LLC., PO Box 170170, Milwaukee, WI 53217.
3. Nexus Vape N Smoke will occupy approximately 1,800 sq. ft. of the multi-tenant commercial building located at 3765 S. 108 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 3 of Certified Survey Map No. 1126, being a part of the Southeast ¼ Section 18, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom those parts conveyed in Document 10571314.

Tax Key No. 563-9986-008

Said land being located at 3765-3789 S. 108 St.

4. The applicant is proposing to establish a liquor store to be located entirely within the existing Nexus Vape N Smoke business.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Beer, Wine, and Liquor 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. corridor that is developed for commercial uses. 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 Yash Patel, d/b/a Falcon One Inc., to establish a liquor store, to be located at 3765 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 October 10, 2023 and by the Common Council on December 5, 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 Nexus Vape N Smoke will be 9:00am – 9:00pm, seven (7) days/week.
4. Off-Street Parking. A total of nine (9) off-street parking stalls are required for Nexus Vape N Smoke. The entire multi-tenant commercial building requires a total of 75 off-street parking stalls. The property provides 160 off-street parking stalls.
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.

Yash Patel, d/b/a Falcon One Inc.

Peter Langhoff, d/b/a Garden Mall 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\10-10-23\Nexus Vape Smoke - liquor store\Resolution - Nexus Vape N Smoke SUP 12-5-23.docx

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION DISALLOWING THE CLAIM OF RACQUEL OLMOS RELATING TO
ALLEGED MOTOR VEHICLE DAMAGE

WHEREAS, Racquel Olmos submitted a claim to the City on November 1, 2023; and,

WHEREAS, the claimant alleged that, on or about September 13, 2023, the claimant's vehicle was involved in a motor vehicle accident with a City vehicle; and,

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

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claim of Racquel Olmos, filed with the City on November 1, 2023, and relating to an alleged loss occurring on September 13, 2023, is hereby disallowed.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward notice of this disallowance to the claimant along with notice that legal action on this claim must be commenced within six (6) months of the date of notice of disallowance or be barred.

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2023

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

Jennifer Goergen, City Clerk

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE CLAIM OF SARA J. KITZROW RELATING TO
VEHICLE DAMAGE

WHEREAS, SARA J. KITZROW submitted a claim with the City on October 23, 2023;
and,

WHEREAS, the claimant alleged that, on or about September 24, 2023, the claimant's
parked vehicle at the City Police Department's employee parking lot was damaged by a gate owned
by the City of Greenfield; and,

WHEREAS, the City Attorney has reviewed the facts and circumstances relating to the
claim and recommends that, without admitting any negligence, the Common Council allow the
claim, as set forth below; and,

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

WHEREAS, after considering the facts and circumstances of the claim, the Common
Council desires to pay the claimed amount of the loss, as set forth below.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of
Greenfield, that the claim of Sara J. Kitzrow, filed with the City on October 23, 2023, and relating
to alleged loss occurring on September 24, 2023, is hereby allowed in an amount not to exceed
\$806.19.

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

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2023

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

Jennifer Goergen, City Clerk

**CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS**

12/01/2023

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Erin Leah Bermingham	5928 S 32nd ST	Greenfield, WI 53221
Joshua David Piggott	5080 Steeple DR	Greendale, WI 53129
Mitchell Robert Garcia	3114 Market LN #1411	Kenosha, WI 53144
Nadia Raine Covelli	626 E State ST	Milwaukee, WI 53202

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION REQUESTING THAT ALL AREAS WITHIN THE CITY OF GREENFIELD
RECEIVE A GREENFIELD POSTAL ADDRESS DESIGNATION

WHEREAS, the United States Post Office has divided the City of Greenfield into seven different ZIP Codes; and,

WHEREAS, the mailing addresses currently assigned to many Greenfield residences and businesses list a city other than Greenfield (i.e., Milwaukee, Hales Corners, or Greendale), inaccurately giving the impression that the property is actually located in the other city; and,

WHEREAS, in the past, this situation has often been the source of confusion and unnecessary complication for Greenfield residents and businesses, but recently the State of Wisconsin adopted a new law allowing the City of Milwaukee to collect a City of Milwaukee-specific sales tax, and the Milwaukee City Council has adopted a 2% City-specific sales tax; and,

WHEREAS, businesses, particularly online businesses, are usually required to collect sales taxes based on the taxes to which the purchaser's home or delivery location are subject; and,

WHEREAS, as a result of this mailing address confusion, many Greenfield residents and businesses could end up paying an additional 2% sales tax that, by law, is only applicable to City of Milwaukee residents and businesses, simply because the business selling to the Greenfield resident may conclude from the mailing/delivery address that the location is in the City of Milwaukee and therefore subject to the additional 2% tax.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that all necessary local, state, and/or federal assistance be obtained to ensure that all residents' and businesses' mailing addresses accurately reflect their location in Greenfield; and,

BE IT FURTHER RESOLVED, that any City of Milwaukee-specific sales tax that is improperly collected from Greenfield residents and businesses be repaid to such residents and businesses as quickly as possible.

Approved: _____

Michael J. Neitzke, Mayor

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

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: December 5, 2023

RELATING TO:

Discussion and decision to transfer unused 2023 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2024.

SUMMARY:

The Community Development Authority account had an approved 2023 budget of \$15,000. The Community Development Division is requesting that the unused \$15,000 be used/held to continue to pay for the existing contract with our Zoning Code (Chapter 21 of the Municipal Code) re-write consultant, ZoneCo. GL # 010-2101-521.2000

The Planning Commission account had an approved 2023 budget of \$9,000. The Community Development Division is requesting that the unused \$9,000 be used/held to continue to pay for the existing contract with our Zoning Code (Chapter 21 of the Municipal Code) re-write consultant, ZoneCo. GL # 010-1220-530.9101

In 2020, 2021, and 2022, the Common Council approved the same requests with the same dollar amounts. The City entered into a contract with consultant ZoneCo in November 2022 for an amount not to exceed \$102,500. Those three (3) years' funds were placed under Project #CE2017, which has been funding consultant invoices to date. There is an \$18,847.09 remaining balance on Project #CE2017. The 2023 \$24,000 "hold" request would be added to Project #CE2017 to continue to pay future invoices for ZoneCo.

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



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: December 5, 2023

RELATING TO:

Approve an amendment to Resolution No. 3317, updating the Stormwater Utility Rate for 2024, with an increase of 5%.

SUMMARY:

Greenfield created a Stormwater Utility in 2009 to provide funding for stormwater management. Fees are collected to pay for the cost of managing both the quantity (volume) and quality (pollution) of stormwater. These costs to the city increase annually.

Charges for stormwater are based on an "Equivalent Runoff Unit" (ERU) which represents the average cost for managing the impact of an average single family home. Businesses pay based on their actual impervious area.

The increase is based upon the Consumer Price Index (CPI). The Wisconsin Department of Revenue (DOR), State and Local Finance Division has informed us that the Consumer Price Index for all urban consumers (CPI-U) was certified at 5.4% for the 12 months ending August 31, 2023.

Basing the increase on the CPI is consistent with other city rate increases. The CPI of 5.4% has decreased from 7.7% last year. The Board of Public Works passed a motion on 11/28/23 reducing the increase to 5.0%

FINANCIAL:

The current quarterly equivalency charge per Equivalent Runoff Unit (ERU) is \$19.92. The new rate of \$20.92, will be reflected on the first quarter 2024 stormwater / sewer billing.

RECOMMENDATION:

Approve an amendment to Resolution No. 3317, updating the Stormwater Utility Rate for 2024, with an increase of 5%.

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

RESOLUTION NO.

RESOLUTION AMENDING RESOLUTION 3317 OF THE STORMWATER UTILITY RATES

WHEREAS, on December 16, 2009, the City of Greenfield Common Council adopted Resolution No. 3317 establishing Stormwater Utility rates in the form of three charges, including the Base Charge (BC), the Equivalency Charge (EC), and the Special Charge (SC);

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Greenfield that Resolution No. 3317 is hereby amended by revising the Equivalency Charge (EC) to equal \$20.92 per ERU, wherever applicable.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 5th day of December, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 28, 2023

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for energy saving LED street lights on Edgerton Avenue and Grange Avenue.

SUMMARY:

Greenfield has been awarded a grant for \$477,028 in federal funds for replacing existing inefficient street lights with new energy saving LED street lights.

The lights will be installed on W. Grange Ave (27th to 48th St), S. 31st St (at Grange), and W. Edgerton Ave (Loomis Rd to 76th St)

The new lights will reduce the city's energy cost. The lights are also brighter, and have a more uniform light distribution.

The lights will be on black colored poles.

FINANCIAL:

The city match is \$129,257.

RECOMMENDATION:

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

Notice to Clerk:

Do not circulate for signatures at this time.

The Wisconsin Department of Transportation will send a DocuSign request by email.



**STATE/MUNICIPAL AGREEMENT
FOR CARBON REDUCTION
PROGRAM PROJECTS**

**Program Name: Carbon
Reduction Program (CRP)**

Sub-Program #: 206

Cycle: FFY23

Date: October 25, 2023

I.D.: 2980-05-00/70

WisDOT UEI: CBE4JHP1S8H7

Project Sponsor UEI#:

Project Title: C GREENFIELD, LIGHTING
CONVERSION

Location/Limits: 3 CITY STREETS

Project Length: N/A

Project Sponsor: City of Greenfield

County: Milwaukee

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

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats

NEEDS AND ESTIMATE SUMMARY:

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

Existing Roadway/Equipment - Describe and give reason for request: The City is converting their lighting system to LED and the two main corridors identified need to be upgraded from Metal Halide Lamps.

Proposed Improvement - Nature of work: Convert street lighting to LED on W. Grange Ave (27th to 48th St), S. 31st St (at Grange), and W. Edgerton Ave (Loomis Rd to 74th St)

The Project Sponsor agrees to the following project funding conditions:

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

This project is currently scheduled in State Fiscal Year 2024. Sunset date: 6/30/2029

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **6/30/2029**

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

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-05-00					
Design Review #	\$10,000	\$0	0%	\$10,000	100%
ID 2980-05-70					
Participating Construction	\$581,285	\$465,028	80%*	\$116,257	20%*
Participating Construction Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
Non-Participating Construction			0%	\$0	100%
Total Est. Cost Distribution	\$606,285	\$477,028	MAX	\$129,257	N/A

*This project has a CRP federal funding maximum of \$477,028. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

The subject project is funded with 80% federal funding up to a maximum of **\$477,028** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This request is subject to the terms and conditions that follow (pages 3–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Greenfield:	
Name (print):	Title:
Signature:	Date:
Signed for and in behalf of the State	
Name (print): Tony Barth	Title: SE Region Planning Chief
Signature:	Date:

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project

Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Federal and state legal requirements that govern the CRP Program, including but not limited to [23 USC, Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid.

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

- a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
- b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin’s approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity.
- b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking.
- c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
- e. State Review Services for construction or procurement.

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

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate.

In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - f. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - g. Real Estate
 - h. Preliminary Engineering
 - i. State review for design
- 9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. [Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
- 11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
- 12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
- 13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.
21. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

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

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or

municipality in which the improvement is made and each of them separately or jointly and officers and employees.

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

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

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

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

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

27. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may

be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

28. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

30. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

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

32. The Project Sponsor agrees to the following State Fiscal Year 2023 CRP project funding conditions:
- a. ID 2980-05-70: Construction:
 - i. Costs for installation of LED light fixtures is funded with 80% federal funding up to **\$477,028** federal funding limit, when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$477,028** federal funding limit. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs for installation are funded 100% by the Project Sponsor.
 - b. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$477,028** is cumulative for all federal funded project phases.

[End of Document]



Police Clerk-Typist

Classification

Non-Exempt

Reports to

Office Supervisor/Administrative Communications Coordinator/PD/IT

Summary/Objective

The Clerk-Typist in the Police Department is responsible for walk-in inquiries, as well as handling calls, and accepting payment for finer, stipulations, licenses, stays, bail, eteincluding other payments determined appropriate by the police department. In addition, the Police Clerk-Typist is responsible for maintaining, compiling, reviewing and releasing public record requests in accordance with Wisconsin Public Records laws~~maintains records, carding, and the filing system.~~

Essential Functions

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

- Answers inquires by phone, email, and in person regarding citations, records, warrants, property and departmental functions.
- Does machine transcription and transcribes notes on ~~typewriter or~~ computer.
- Performs a number of specific clerical duties which include, but are not limited to, typing confidential reports such as investigative interviews, ~~subpoenas, warrant cards,~~ accident reports and correspondence, tabulating statistics of department activities, organizing and maintaining files, records, manuals, handbooks and other materials.
- Enters ~~citations and arrest cards and other~~ data into the computer databases, and maintains and updates the databases.
- Compiles and maintains data related to police reports, daily money sheets, gasoline reports, cash register reports, and state accident reports.

~~Works with same-sex prisoners searching them, accompanying them to the bathroom, checking on their welfare, assisting in booking them, and aiding in their transport.~~

- Assists in the training of new clerical employees, including completing trainee evaluations.
- Performs a number of additional miscellaneous duties.
- Other duties as assigned.

Language Skills

- Ability to read, analyze, and interpret general instructions and technical procedures used in the Police Department and effectively communicate them to citizens.
- -Excellent communication skills.

Mathematical Skills

- Ability to do basic mathematics, which include the ability to add, subtract, divide and multiply.
- Ability to calculate and use percentages.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Position Type and Expected Hours of Work

This is a full-time position. An Emergency Service Dispatcher is assigned to a rotating shift, working a four days on, two days off schedule. The shift may be days, early or late. Must have the ability to work extended hours and/or report to work outside of assigned hours as needed.

Education and Experience

A high school diploma, with one to two years of clerical experience. Advanced training in clerical courses, or an Associate's degree (AA) or equivalent from two-year college or technical school is desirable.

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

Other Qualifications

Ability to type 40 wpm. Ability to use computers and available software. Ability to deal diplomatically with the public.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and stand; use hands to handle or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to walk; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 lbs. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

Work Environment

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

noise, but located at a police station with periodic exposure to loud noise from sirens and a large number of personnel coming and going. Subject to assignment on a three-shift basis.

Equipment Used

Copy machine, calculator, personal computer, printer, telephone, fax machine, dictating machine, typewriter and postage machine.

Pre-Employment Requirements

Applicants may be required to submit to a pre-employment physical, drug screen and psychological screening prior to appointment, consistent with requirements of the position.

All applicants will be fingerprinted and a record check made of local, state or federal authorities. In addition a comprehensive background investigation will be conducted. A conviction is not an automatic bar to employment.

Salary and Benefits

Wages and benefits are determined by the current Non-Represented Employee Resolution in effect.

AAP/EEO Statement

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



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- Does machine transcription and transcribes notes on computer.
- Performs a number of specific clerical duties which include, but are not limited to, typing confidential reports such as investigative interviews, accident reports and correspondence, tabulating statistics of department activities, organizing and maintaining files, records, manuals, handbooks and other materials.
- Enters data into the computer databases, and maintains and updates the databases.
- Compiles and maintains data related to police reports, cash register reports, and state accident reports.
- Assists in the training of new clerical employees, including completing trainee evaluations.
- Performs a number of additional miscellaneous duties.
- Other duties as assigned.

Language Skills

- Ability to read, analyze, and interpret general instructions and technical procedures used in the Police Department and effectively communicate them to citizens.
- Excellent communication skills.

Mathematical Skills

- Ability to do basic mathematics, which include the ability to add, subtract, divide and multiply.
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Reasoning Ability

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Equipment Used

Copy machine, calculator, personal computer, printer, telephone, fax machine, dictating machine.

Pre-Employment Requirements

Applicants may be required to submit to a pre-employment physical, drug screen and psychological screening prior to appointment, consistent with requirements of the position.

All applicants will be fingerprinted and a record check made of local, state or federal authorities. In

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Emergency Service Dispatcher

Classification

Non-Exempt

Reports to

Police Captain

Summary/Objective

The Emergency Service Dispatcher receives calls from the public related to criminal activity, fire or medical emergencies and organizes the response of police and fire units. This person must be able to function in a sustained stressful environment, with the ability to interpret and prioritize information immediately.

Essential Functions

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

- Coordinates all police, fire, ambulance and other emergency requests, relaying instructions to the appropriate unit.
- Interprets and prioritizes incoming and outgoing information by radio, phone, verbal or writing in an accurate manner and uses data entry to enter warrant information into the computer system.
- Transmits and receives messages from police and fire departments and other law enforcement, fire and city agencies.
- ~~Performs duties as needed in searching same-sex prisoners.~~
- Other duties as assigned.

Language Skills

- Ability to understand, organize, direct and process oral and written instruction.
- Ability to communicate effectively, enunciate clearly and be easily understood.
- Ability to spell correctly and use proper grammar.
- Ability to record and generate information and reports accurately.

Mathematical Skills

- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Reasoning Ability

- Ability to function calmly in crisis situations.
- Ability to monitor multiple conversations and retain key information.
- Ability to interpret and prioritize incoming and outgoing information accurately.

Position Type and Expected Hours of Work

This is a full-time position. An Emergency Service Dispatcher is assigned to a rotating shift, working a four days on, two days off schedule. The shift may be days, early or late. Must have the ability to work extended hours and/or report to work outside of assigned hours as needed.

Education and Experience

High school diploma and computer keyboarding skills of 25 wpm; one year experience as a police or fire dispatcher desirable.

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

Other Qualifications

Excellent interpersonal skills and the ability to remain calm in responding to tense and emergency situations. Ability to read maps and give directions. Knowledge of two-way radio communications. Working knowledge of emergency response systems, i.e. 911, police scanners, and other related computer operations desirable. No felony conviction or conviction of any other offense which if committed in Wisconsin could be punished as a felony unless granted a complete and unconditional pardon.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is frequently required to use hands to push buttons, operate computer keyboards and mouse as well as touch computer monitors. The employee is occasionally required to stand and walk. The employee must occasionally lift and or move up to 25 pounds. Specific vision abilities required by this job are close vision and distance vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the dispatch center is usually moderate. The employee is subject to considerable mental stress while communicating with police and fire department and the community during emergency situations.

Equipment Used

Calculator, multi-line telephone system, multi-agency two-way radio system, copy machine, computer, jail monitors, TDD device, fax machine, recorders, computer aided dispatch software and computer with multiple monitors.

Pre-Employment Requirements

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Prepared for:

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United States
Ph: 414-761-5342
Fax: (413) 774-6969
Email: matthew.borchardt@gfpd.org

Quotation

Quote #: Q-124531
Date: 10/26/2023
Expires On: 12/31/2023
Confidential

Salesperson: Celes Stumpf
Phone:
Email: celes.stumpf@everbridge.com

Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	1/1/2024
Contract End Date:	12/31/2027

Contact Summary:

Household Count:	14,071
Employee Count:	555

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 1 TOTAL:		USD 12,141.20

Year 2

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 2 TOTAL:		USD 12,141.20

Year 3

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 3 TOTAL:		USD 12,141.20

Year 4

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 4 TOTAL:		USD 12,141.20

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 0.00
Setup TOTAL:		USD 0.00

Pricing Summary:

Year One Fees:	USD 12,141.20
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 12,141.20

Ongoing Fees:

Year Two Fees:	USD 12,141.20
Year Three Fees:	USD 12,141.20
Year Four Fees:	USD 12,141.20

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	2,000,000	0	2,000,000
Year 2	2,000,000	0	2,000,000
Year 3	2,000,000	0	2,000,000
Year 4	2,000,000	0	2,000,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Everbridge, Inc.
155 North lake Avenue, Suite 900
Pasadena,CA 91101
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!



Committee: Finance & HR Committee

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: November 29, 2023

RELATING TO:

Discussion and decision to transfer unused 2023 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2024.

SUMMARY:

The Community Development Authority account had an approved 2023 budget of \$15,000. The Community Development Division is requesting that the unused \$15,000 be used/held to continue to pay for the existing contract with our Zoning Code (Chapter 21 of the Municipal Code) re-write consultant, ZoneCo. GL # 010-2101-521.2000

The Planning Commission account had an approved 2023 budget of \$9,000. The Community Development Division is requesting that the unused \$15,000 be used/held to continue to pay for the existing contract with our Zoning Code (Chapter 21 of the Municipal Code) re-write consultant, ZoneCo. GL # 010-1220-530.9101

In 2020, 2021, and 2022, the Common Council approved the same requests with the same dollar amounts. The City entered into a contract with consultant ZoneCo in November 2022 for an amount not to exceed \$102,500. Those three (3) years' funds were placed under Project #CE2017, which has been funding consultant invoices to date. There is an \$18,847.09 remaining balance on Project #CE2017. The 2023 \$24,000 "hold" request would be added to Project #CE2017 to continue to pay future invoices for ZoneCo.

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

PACKETS FOR WEDNESDAY, 11 / 29 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	11/3/2023	\$	207,054.24
AP CHECK	11/10/2023	\$	114,224.43
AP CHECKS	11/17/2023	\$	295,142.82
AP CHECKS	11/22/2023	\$	158,639.45
P-CARDS - OCTOBER 2023		\$	140,097.75
		TOTAL \$	915,158.69

CC: PAULA

CC: FINANCE FOLDER

OCTOBER 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$735,985.74	12/31/2001	variable		\$31.25	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,600,904.47	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$147,601.50					
Ehlers Investment Partners X- GRD 2021B	\$529,998.42	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$3,007,437.37					
Ehlers Investment Partnes X - 2022A X-3025	\$1,507,832.50					
Associated Bank Investments	\$6,356,474.21	3/15/2022	variable			
Totals	\$18,886,234.21				\$31.25	

LOCAL GOVERNMENT INVESTMENT POOL

October 2023 Statement

September Ending Balance	\$	29,869,123.09
1 Deposit (s) in October		475,469.57
7 Withdrawal(s) in October		4,403,000.00
October Interest Earnings @ 5.37%		130,966.92
TOTAL	\$	26,072,559.58

Calculations as of 10/31/2023					
ACCOUNT CLASSIFICA AND FUNCTION		2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 10/31/23	BALANCE REMAINING
DESCRIPTION					
ESTIMATED REVENUES					
TAXES	TAXES	19,668,963	20,139,625	20,075,028	64,597.00
INTGOV	INTERGOVERNMENTAL	4,201,440	4,180,894	3,377,984	802,910.00
L&P	LICENSES AND PERMITS	1,298,719	1,219,300	939,982	279,318.00
FINES	FINES-FORFEITS-PENALTIES	690,209	803,000	597,065	205,935.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,120,576	1,960,500	1,930,606	29,894.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,365,014	1,353,727	1,014,290	339,437.00
MISC REV	MISCELLANEOUS REVENUE	370,911	382,969	517,445	(134,476.00)
OTH FIN	OTHER FINANCING SOURCES	73,705	748,276		748,276.00
TOTAL ESTIMATED REVENUES		29,789,537	30,788,291	28,452,400	2,335,891.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	3,831,659	4,051,447	3,360,692	690,755.00
PS	PUBLIC SAFETY	19,126,618	20,227,742	15,743,094	4,484,648.00
PW	PUBLIC WORKS	3,874,226	3,981,096	3,700,415	280,681.00
HHS	HEALTH AND HUMAN SERVICES	911,629	976,750	477,967	498,783.00
CRE	CULTURE, REC AND EDUCATION	1,139,612	1,293,176	967,677	325,499.00
PD	PLANNING AND DEVELOPMENT	200,050	243,080	150,093	92,987.00
OTHER	OTHER FINANCING SOURCES(USES)	360,558	15,000	84,118	(69,118.00)
TOTAL APPROPRIATIONS		29,444,352	30,788,291	24,484,056	6,304,235.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		345,185		3,968,344	3,968,344.00
BEGINNING FUND BALANCE		9,115,224	9,460,411	9,460,411	
ENDING FUND BALANCE		9,460,409	9,460,411	13,428,755	