



REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, February 20, 2024 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the January 2, 2024 Common Council minutes
- E. Approval of the February 6, 2024 Common Council minutes
- F. Mayor's Report
- G. Aldermanic Reports
- H. Announcements
- I. Citizen Commentary
- J. Public Hearings
 - 1. Public Hearing on a Special Use Permit for proposed construction of Scooters Coffee, a new limited-service restaurant to be located at 4160 W. Loomis Rd., submitted by Davinder Toor, d/b/a Brew City Coffee, LLC. (Tax Key No. 600-9970-011) (PC-1/9/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for proposed construction of Scooters Coffee, a new limited-service restaurant to be located at 4160 W. Loomis Rd., submitted by Davinder Toor, d/b/a Brew City Coffee, LLC. (Tax Key No. 600-9970-011) (PC-1/9/24 Kastner)
 - b. Approve Site, Landscaping, and Architectural Plans for proposed construction of Scooters Coffee, a new limited-service restaurant to be located at 4160 W. Loomis Rd., submitted by Davinder Toor, d/b/a Brew City Coffee, LLC. (Tax Key No. 600-9970-011) (PC-1/9/24 Kastner)
 - 2. Public Hearing on a Special Use Permit for Stasis Health & Wellness, a proposed massage therapy business to be located within Suites on Loomis at 4958 W. Loomis Rd., Suite 6, submitted by Shannon Kamine, d/b/a Stasis Health & Wellness. (Tax Key No. 620-9965-001)
 - a. Approve a Resolution for a Special Use Permit for Stasis Health & Wellness, a proposed massage therapy business to be located within Suites on Loomis at 4958 W. Loomis Rd., Suite 6, submitted by Shannon Kamine, d/b/a Stasis Health & Wellness. (Tax Key No. 620-9965-001) (PC-1/9/24 Kastner)
 - b. Approve a Site Plan Review for Stasis Health & Wellness, a proposed massage therapy business to be located within Suites on Loomis at 4958 W. Loomis Rd., Suite 6, submitted by Shannon Kamine, d/b/a Stasis Health & Wellness. (Tax Key No. 620-9965-001) (PC-1/9/24 Kastner)
 - 3. Public Hearing on an Ordinance to amend Section 21.06.0103 of the Municipal Code pertaining to stormwater management plan requirements. (PC-2/13/24 Kastner)
 - a. Approve an Ordinance to amend Section 21.06.0103 of the Municipal Code pertaining to stormwater management plan requirements. (PC-2/13/24 Kastner)

K. Old Business

1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Zoning Board of Appeals for a term to expire 5/1/26 (formerly John Rivera)
2. 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) (CC-12/05/23)
3. 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) (CC-12/05/23)
4. Approve application for a 2023-2024 Combination "Class A" fermented malt beverage and liquor license for Falcone One Inc, Kulwant Singh, Agent, for the property at 3765 S. 108th St. (Nexus Vape N Smoke). Retail shopping plaza unit number 3765 where alcohol will be sold and stored. Most alcohol will be in the front for display and in the back 2 rooms for backstocked. Records will be stored in the right office located at 3765 S 108th St. (Goergen)

L. New Business

1. Claim received from Laura Thomas. (Goergen)
2. Claim for excessive assessment received from Piero Simoni. (Goergen)
3. Claim received from Rami McGee. (Goergen)
4. Summons & Complaint received from U.S. Bank National Association, as Trustee for First Franklin Mortgage Loan Trust re: Foreclosure of Mortgage 30404. (Goergen)
5. Resolution disallowing the claim of Arthur Marasco regarding alleged damages to his vehicle on January 12, 2024. (Goergen)
6. Resolution appointing additional election inspectors for 2024-2025. (Goergen)
7. Approve application for a 2023-2024 operator license (Goergen)
8. Approve a change of agent from Anthony Ciardo to Robert Michael Kaminski, S69 W14352 Cornell Drive, Muskego, WI 53150, for the 2023-2024 "Class A" Combination Fermented Malt Beverage and Liquor Retailer's License held by Mega Marts LLC, 4279 S. 76th St. (Metro Market #887) (Goergen)
9. Approve a contract for the Konkil Park West Nature Shelter to Moore Construction Services in the amount of \$ 675,140. (Jaquish).
10. Discussion and decision to approve entertainment and production contracts, subject to City Attorney review, for June TURF event and corresponding authorization of payment from Quality of Life Fund for payment of event expenditures in an amount not to exceed \$20,000. (Jaquish)
11. Approve fund transfers between capital improvement accounts. (Katz)
12. Approve an agreement with the Milwaukee Metropolitan Sewerage Commission (MMSD) for a project to make sanitary sewer lateral improvements in the city of Greenfield. (Katz)
13. Approve a contract for the project 2318 55th Street-Carpenter Avenue Improvements with Wolf Paving in the amount of \$ 341,609.80. (Katz)
14. Approve a contract for the project 2311 68th Street Concrete Replacement with A.W. Oakes & Son, Inc. in the amount of \$ 1,222,700.00. (Katz)
15. Approve a contract for the project 2312 Mitchell Highlands Resurfacing Phase 2 with Payne & Dolan,

Inc. in the amount of \$ 645,977.50. (Katz)

16. Approve a Certified Survey Map for a proposed land combination of 4000 S. 92 St. and 9137 W. Waterford Ave., submitted by Donald and Sharon Berlin, property owners. (Tax Key Nos. 569-1057-005 and 569-1031-001) (PC-2/13/24 Kastner)
17. Approve a Special Use Review for proposed hours of operation change to Melt N Dip, located at 7820 W. Layton Ave., submitted by Heba Awadallah, d/b/a Melt N Dip, remaining open until 2:00am only during the month of Ramadan in 2024. (Tax Key No. 605-9956-005) (PC-2/13/24 Kastner)
18. Discussion and decision to approve the service agreement between IROL and the Greenfield Fire Department (D. Weber)
19. Approval of schedules of disbursements in the amount of \$725,283.93. (Schafer)
20. Approval of mileage reimbursements in the amount of \$569.43. (Schafer)
21. Accept January 2024 investments and reinvestments. (Schafer)
22. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2023-2024 operator license to the following:
 - a. Gabrielle Nicole Hanley
23. Adjourn closed session and reconvene into open session.
24. Decision re: 2023-2024 Operator's License for Gabrielle Nicole Hanley. (Goergen)

M. Items for future agenda

N. Adjourn

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

RESOLUTION NO. _____

Special Use Permit for proposed construction of Scooters Coffee, a new limited-service restaurant, to be located at 4160 W. Loomis Rd., submitted by Davinder Toor, d/b/a Brew City Coffee, LLC. (Tax Key No. 600-9970-011)

WHEREAS, Davinder Toor, d/b/a Brew City Coffee, 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 Scooters Coffee, a new limited-service restaurant to be located at 4160 W. Loomis Rd.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on February 20, 2024, 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, Davinder Toor, resides at 12033 W. Wilbur Ave., Greenfield, WI 53228.
2. The applicant has an accepted offer to purchase the property.
3. Scooter's Coffee will occupy approximately 678 sq. ft. of a newly-constructed building located at 4160 W. Loomis Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3757, including easement, all being a part of the Southwest ¼ Section 24, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 600-9970-011

Said land being located at 4160 W. Loomis Rd.

4. The applicant is proposing to establish a limited-service restaurant within a newly-constructed commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Loomis Rd. commercial corridor. Properties to the south and north are developed as commercial. Properties to the west are developed as residential. Properties to the east are undeveloped or 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 Davinder Toor, d/b/a Brew City Coffee, LLC. to establish a proposed limited-service restaurant, to be located at 4160 W. Loomis Rd., 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 January 9, 2024 and by the Common Council on February 20, 2024. 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 Scooter's Coffee will be 6:00am – 8:00pm, daily.
4. Off-Street Parking. A total of 7 off-street parking stalls are required for Scooter's Coffee. The property will provide 7 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.

Davinder Toor, d/b/a Brew City Coffee, LLC.

Provided to applicant on the
_____ day of _____, 2024

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for Stasis Health & Wellness, a proposed massage therapy business, to be located within Suites on Loomis at 4958 W. Loomis Rd., Suite 6, submitted by Shannon Kamine, d/b/a Stasis Health & Wellness. (Tax Key No. 620-9965-001)

WHEREAS, Shannon Kamine, d/b/a Stasis Health & Wellness, 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 Stasis Health & Wellness, a proposed massage therapy business, to be located within Suites on Loomis at 4958 W. Loomis Rd., Suite 6; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on February 20, 2024, 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, Shannon Kamine, d/b/a Stasis Health & Wellness, resides at 4017 S. 1st St., Milwaukee, WI 53207.
2. The property is owned by J&J Investments of MKE, LLC, 11220 W. Carroll Circle, Franklin, WI 53132.
3. Stasis Health & Wellness will occupy approximately 120 sq. ft. of the multi-tenant commercial building located at 4958 W. Loomis Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Northeast ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, State of Wisconsin, which is bounded and described as follows:

Commencing at point that is 176.5 feet East of and 124' North of the Southwest ¼ of said ¼ Section, said point being the point of beginning of lands to be described; thence North 183.40 feet to a point; thence East 176.50 feet to a point; thence South 226.40 feet to a point; thence Northwesterly 181.06 feet to the point of beginning. Excepting therefrom those parts take for public street purposes.

Tax Key No. 620-9965-001

Said land being located at 4958 W. Loomis Rd.

4. The applicant is proposing to establish a massage therapy business within the existing salon suite commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial 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 W. Loomis Rd. commercial corridor. Properties to the south, north, 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 Shannon Kamine, d/b/a Stasis Health & Wellness to establish a proposed massage therapy business, to be located within Suites on Loomis at 4958 W. Loomis Rd., Suite 6, 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 January 9, 2024 and by the Common Council on February 20, 2024. 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 Stasis Health & Wellness will be 8:00am – 8:00pm, daily.
4. Off-Street Parking. A total of 3 off-street parking stalls are required for Stasis Health & Wellness. The entire multi-tenant commercial building requires a total of 42 off-street parking spaces. The property will provide 42 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.

Shannon Kamine, d/b/a Stasis Health & Wellness

Jasmine or Jesus Mercado, d/b/a J&J Investments of MKE

Provided to applicant on the
_____ day of _____, 2024

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: February 20, 2024

RELATING TO:

Ordinance to amend Section 21.06.0103 of the Municipal Code pertaining to Stormwater Management Plan Requirements.

SUMMARY:

The Engineering Division requested a simple modification to the Zoning Code pertaining to the cost of installing storm sewer. The current Zoning Code language requires that a developer shall assume the cost of installing all required storm sewers up to 48" in diameter. Larger storm sewer piping costs shall be borne by either the City or assessed against the total tributary drainage. Plan Commission recommended approval at its 2/13/24 meeting.

The proposed language removes all expenses from the City's responsibility, and places the cost burden on the developer:

Current Language (21.06.0103 E)

Storm sewers. The following shall be applicable:

1. When required by the City, the developer shall assume the cost of installing all required storm sewers up to forty-eight (48) inches in diameter.
2. The cost of such larger storm sewers over forty-eight (48) inches in diameter shall be prorated in proportion to the ratio that the total area of the proposed development is to the total drainage area to be served by such larger sewer, and the excess cost shall be borne by either the City of Greenfield or assessed against the total tributary drainage area.

Proposed Language (21.06.0103 E)

Storm sewers. When required by the City, the developer shall assume the cost of installing all required storm sewers.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER **X** Draft Ordinance

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTION 21.06.0103 OF THE MUNICIPAL CODE PERTAINING TO
STORMWATER MANAGEMENT PLAN REQUIREMENTS.

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

PART I. Subsection 21.06.0103.E. of the Greenfield Municipal Code is hereby repealed and recreated to read as follows:

* * *

E. *Storm sewers.* When required by the City, the developer shall assume the cost of installing all required storm sewers.

* * *

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

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

PART IV. This ordinance shall take effect and be in force from and after its passage and publication.
PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2024.

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 ARTHUR MARASCO REGARDING
ALLEGED DAMAGES TO HIS VEHICLE ON JANUARY 12, 2024

WHEREAS, Arthur Marasco submitted a claim on January 25, 2024; and

WHEREAS, the claimant alleged that, on or about January 12, 2024, the claimant's vehicle, while parked in front of a residence located at 4076 S. 57th Street, in the City of Greenfield, incurred damage when a section of a tree fell on it. There were two estimates of repair submitted with the claim, the higher of which is the sum of \$9,266.62.

WHEREAS, the City's Attorney's Office 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 Arthur Marasco is disallowed.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to forward a copy of this disallowance to claimant and claimant is hereby advised that legal action to collect on this claim be commenced within six (6) months of the date of disallowance or be barred.

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2024

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 _____, 2024.

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

RESOLUTION APPOINTING ADDITIONAL ELECTION
INSPECTORS FOR 2024-2025

WHEREAS, Wis. Stats. 7.30(4)(a) requires the governing body to appoint election officials no later than the last regular meeting in December of each odd numbered year for the 2024-2025 election cycle; and

WHEREAS, appointments were made, but in addition to the appointments already made, the Common Council desires to add Carolyn Little; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the appointment of the following individual and adds her to the list of Election Officials for the 2024-2025 election cycle:

Carolyn Little, 3661 S. 34th St., Greenfield, WI 53221

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 20th day of February, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

02/16/2024

OPERATOR'S REGULAR

NAME

ADDRESS

CITY, STATE, ZIP

Taylorann Elizabeth Talady

6021 Trail Ridge CT

Greendale, WI 53129



Common Council Meeting

Introduced By: Department of Parks and Recreation

Date Introduced: February 20, 2024

RELATING TO:

Discussion and decision to approve entertainment and production contracts, subject to City Attorney review, for June TURF event and corresponding authorization of payment from Quality of Life Fund for payment of event expenditures in an amount not to exceed \$20,000.

SUMMARY:

The City is planning a TURF Skatepark benefit and kick-off promotional event on Saturday, June 15th at Konkell Park.

The event is planned to feature live musical entertainment, potential professional skate demonstrations, BMX Bike show, skate vendors, and food trucks.

FINANCIAL:

RECOMMENDATION:

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

THE
TURF
SKATEPARK



BENEFIT CONCERT
AND SKATE JAM

June 15th • Noon-10:00 PM

Konkel Park • 5100 Layton Ave. • Greenfield, WI

www.theturf.org



Finance and Human Resources Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 14, 2024

RELATING TO:

Approve fund transfers between capital improvement accounts.

SUMMARY:

Periodically there is a need to transfer funds between capital improvement project accounts

Funds may be transferred to or from projects that are have been completed to close them. Transferred funds may be used to cover projects that are over budget due to unforeseen circumstances, or to fund new projects.

FINANCIAL:

See Exhibit A.

RECOMMENDATION:

Approve fund transfers between capital improvement accounts.

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

EXHIBIT A

2/14/2024

Recommended capital improvement account fund transfers.

Account Number	Account Name	Starting Balance	Transfer to GENRES	Transfer from GENRES	Ending Balance	Note
EN1909	St. Francis Reconstruction	\$446,615	\$446,615	\$0.00000	\$0.00000	Close
EN1921	Powerline Trail Phase 1	(\$144,596)	\$0.00000	\$144,596	\$0.00000	Close
EN2005	Honey Creek Stream	(\$521,391)	\$0.00000	\$546,391	\$25,000	Open
EN2006	Turf	\$637,331	\$0.00000	\$477,000	\$1,114,331	Open
EN2203	2022 Asphalt St Improvements	\$462,845	\$462,845	\$0.00000	\$0.00000	Close
EN2205	Sidewalk 43rd Street - Bottsford	(\$62,127)	\$0.00000	\$62,127	\$0.00000	Close
EN2208	Mitchell Highlands Resurfacing	\$350,828	\$350,828	\$0.00000	\$0.00000	Close
EN2209	84th Street Concrete	\$11,709	\$11,709	\$0.00000	\$0.00000	Close
EN2223	68th Cold Spring to Forest Home	\$444,964	\$498,776	\$0.00000	(\$53,812)	Open
EN2308	Wanda Avenue Resurfacing	(\$48,099)	\$0.00000	\$48,099	\$0.00000	Close
GENRES	General Reserves	(\$804)	\$1,770,773	\$1,278,213	\$491,756	



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 20, 2024

RELATING TO:

Approve an agreement with the Milwaukee Metropolitan Sewerage Commission (MMSD) for a project to make sanitary sewer lateral improvements in the city of Greenfield.

SUMMARY:

MMSD is proposing to conduct a project to repair sewer laterals in the city of Greenfield.

The District shall procure construction and construction inspection for up to twenty full lateral replacements and twenty foundation drain disconnections for properties along 46th Street, 46th Place, and 47th St, south of W. St Francis Ave and north of Crawford Ave. (the "Work"). The District anticipates spending up to \$909,000 on the Work.

The District shall procure a contractor ("Contractor") and professional services to perform the Work, as well as provide all project management and oversight associated with the Work.

Greenfield assist with public outreach and provide input and feedback as requested by the District.

FINANCIAL:

The project is funded 100% with a grant.

RECOMMENDATION:

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

Memorandum of Understanding

M10005GF03

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (“District”) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Greenfield (“Municipality”) with its municipal offices at 7325 W. Forest Home Avenue, Greenfield, Wisconsin, 53220.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality’s locally owned collection system; and

WHEREAS, the Municipality’s sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections (“infiltration”) and stormwater also enters lateral sewers from foundation drains, improper connections and other sources (“inflow”); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow (“I/I”) into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (“Program”) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (“Policy”); and

WHEREAS, the Policy provides the District the discretion to have the District procure contractors and consultants to perform private property I/I reduction work within a Municipality from funds available through the Program; and

WHEREAS, the Municipality wishes to participate in the Program with the District procuring contractors and consultants to perform a private property I/I reduction work on the Municipality’s behalf; and

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) December 31, 2024, or (2) termination of this Agreement as otherwise set forth herein.

2. Project Description

The District shall procure construction and construction inspection for up to twenty full lateral replacements and twenty foundation drain disconnections for properties along 46th Street, 46th Place, and 47th St, south of W. St Francis Ave and north of Crawford Ave. (the “Work”). The District anticipates spending up to \$909,000 on the Work. The District reserves the right to add additional properties to the scope of this Agreement within the project area, provided that the spending cap of \$909,000 is not exceeded. The District shall procure a contractor (“Contractor”) and professional services to perform the Work, as well as provide all project management and oversight associated with the Work. The District shall provide a copy of all as-built drawings and records to the Municipality. The Municipality shall assist with public outreach and provide input and feedback as requested by the District.

3. Program Publicity and Outreach

- a. The District shall develop all informational literature and signage related to the Work. The District shall provide samples of all public involvement/public education documents to the Municipality for review prior to being distributed to the public. The District shall distribute these materials.

4. Selection of Contractors by District

The District shall solicit bids for the Work and shall award the work to the lowest responsible bidder, providing a responsive bid in accordance with Wis. Stats. Chapter 200 and District policies.

5. Contract Requirements

The District’s contract for the Work shall:

- a. Be prepared by a qualified professional engineer and stamped as appropriate;
- b. Require the Contractor to obtain all necessary permits;
- c. Require the Contractor to carry Commercial General Liability, Automotive, Workers Compensation and Umbrella insurance, including addition of the Municipality as an additional insured where customary;
- d. Require a three year warranty on all lateral replacement and foundation drain disconnection work that may be enforced by either the District or the homeowner or the Municipality;
- e. Document as built information for all work completed on the Municipality’s sanitary sewer and on private property;
- f. Complete a warranty inspection prior to the expiration of the warranty period; and,
- g. Require that the Contractor be pre-approved by the District’s Private Property Infiltration and Inflow control program.

6. Construction Inspection

The District shall arrange for appropriate construction oversight through its contract with Oneida Total Integrated Enterprises (OTIE). The District is responsible for payment of all OTIE invoices.

7. Municipality Participation

The Municipality shall provide a resource for review of plans and specifications and sanitary main work construction submittals. The Municipality may send a representative to monthly project progress meetings. The Municipality shall process all permit requests in a timely manner. The Municipality shall cooperate with the District, Contractor, and homeowners for a successful project.

8. Procedure for Contractor Payment

The District shall receive and pay as appropriate all consultant and contractor invoices for the Work.

9. Modifications

The District may make minor modifications to the Work after consultation with the Municipality, which may include including additional laterals or foundation drain disconnections, without amendment to this Memorandum of Understanding.

10. Terminating the Agreement

The District or the Municipality may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, either party may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the other.

11. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding execution and payment for the Work.

12. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

13. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

15. Notices

All notices and other communications in connection with this Agreement shall be made by U.S. mail, email to the designated project manager with a read receipt or through the District's electronic project management software (E-Builder).

16. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

17. Assignment

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

18. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF GREENFIELD

By: _____
Kevin L. Shafer, P.E., Executive Director

By: _____
Michael J. Neitzke, Mayor

Date: _____

Date: _____

By: _____
Jennifer Goergen, City Clerk

Date: _____

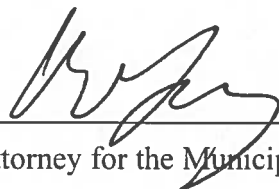
By: _____
Paula Schafer, Finance Director

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District



Attorney for the Municipality

Project Budget

Engineer's Opinion of Probable Project Cost

PROJECT: City of Greenfield - PPII Reduction Project

DATE: August 10, 2023

BY: BGH

This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without benefit of knowledge usually ascertained during design and construction plan development.

NO.	ITEM	UNIT	UNIT COST	QUANTITY	ITEM COST
1A	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000.00
2A	6" Dia Sanitary Lateral (Back Yard)	LF	\$ 300.00	747	\$ 224,100.00
3A	6" Dia Sanitary Lateral (Front Yard)	LF	\$ 350.00	260	\$ 91,000.00
4A	8" PVC Sanitary Sewer (Backyard Easement)	LF	\$ 2,000.00	55	\$ 110,000.00
5A	8" PVC Sanitary Sewer (Front Yard/Street)	LF	\$ 1,800.00	25	\$ 45,000.00
6A	Connection to Existing Internal Lateral Piping	EA	\$ 1,800.00	18	\$ 32,400.00
7A	Sump Pump Installation	EA	\$ 1,450.00	18	\$ 26,100.00
8A	Palmer Valve Abandonment	EA	\$ 423.50	18	\$ 7,623.00
9A	Electrical Outlet Installation	EA	\$ 660.00	18	\$ 11,880.00
10A	Runtime Meter Installation	EA	\$ 110.00	18	\$ 1,980.00
MC1	4"-6" Sanitary Lateral Spot Repair within Pavement	LF	\$ 1,700.00	10	\$ 17,000.00
MC2	Copper Water Service Offset	LF	\$ 300.00	50	\$ 15,000.00
MC3	Reconnection to Interior Water Distribution Piping	EA	\$ 2,250.00	1	\$ 2,250.00
MC4	Concrete Curb & Gutter	LF	\$ 95.00	20	\$ 1,900.00
MC5	Tree Removal	EA	\$ 5,000.00	2	\$ 10,000.00
<i>Subtotal</i>					\$606,233
<i>15% Construction Contingency</i>					\$90,935
Construction A Project Total					\$ 697,168
1	Inspection Hours	HOUR	\$ 100.00	400	\$ 40,000.00
2	OTIE Project Manager	HOUR	\$ 150.00	64	\$ 9,600.00
3	MMSD Project Manager	HOUR	\$ 150.00	240	\$ 36,000.00
Engineering / Inspection Project Total					\$ 85,600
Construction A with Engineering Total					\$ 782,768
1B	Full Lateral Replacement of Failed Liner	EA	\$ 25,000.00	2	\$ 50,000.00
<i>Subtotal</i>					\$50,000
<i>15% Construction Contingency</i>					\$7,500
Construction B Project Total					\$ 57,500

raSmith



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 20, 2024

RELATING TO:

Approve a contract for the project 2318 55th Street-Carpenter Avenue Improvements with Wolf Paving in the amount of \$ 341,609.80.

SUMMARY:

On February 7, 2024, bids were opened for the project 2318 55th Street-Carpenter Avenue Improvements. The results are as follows:

Contractor	Amount
-----	-----
Wolf Paving	\$ 341,609.80
Payne & Dolan, Inc.	\$ 362,995.35
Stark Pavement Corp.	\$ 447,447.00

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 20, 2024

RELATING TO:

Approve a contract for the project 2311 68th Street Concrete Replacement with A.W. Oakes & Son, Inc. in the amount of \$ 1,222,700.00.

SUMMARY:

On February 7, 2024, bids were opened for the project 2311 68th Street Concrete Replacement. The results are as follows:

Contractor	Amount
A.W. Oakes & Son, Inc.	\$ 1,222,700.00
LaLonde Contractors, Inc.	\$ 1,243,379.67
Zignego	\$ 1,263,483.95
Stark Pavement Corp.	\$ 1,281,416.83
Milwaukee General Construction Co, Inc.	\$ 1,319,914.35

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 20, 2024

RELATING TO:

Approve a contract for the project 2312 Mitchell Highlands Resurfacing Phase 2 with Payne & Dolan, Inc. in the amount of \$ 645,977.50.

SUMMARY:

On February 1, 2024, bids were opened for the project 2312 Mitchell Highlands Resurfacing Phase 2. The results are as follows:

Contractor	Amount
Payne & Dolan, Inc.	\$ 645,977.50
Stark Pavement Corp.	\$ 657,393.50
Wolf Paving	\$ 695,632.50

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Service Agreement

To: Greenfield Fire Rescue

Date: 02/05/2024

**Address: 4333 S. 92nd St
Greenfield, WI 53228**

Project Overview

This AGREEMENT outlines the scope of work, deliverables, pricing, responsibilities, and terms and conditions of the work. This Agreement was made on **02/05/2024** by and between InspectionReportsOnline.net (IROL) and the **Greenfield Fire Rescue (FD)** collectively referred to herein as “parties.”

The FD will be implementing IROL’s following solution(s): **Third-Party Reporting**

AGREEMENT ARTICLES and IROL’s Terms and Conditions are attached and incorporated herein to this AGREEMENT. **Attachment A** will take precedence over this AGREEMENT where there is any conflict.

Project Scope

InspectionReportsOnline.net (IROL) is a Software as a Service (SaaS) providing web-based services and solutions that drive prevention, community risk reduction, and life safety efforts.

Our secure and central web-based platform streamlines the processes in which required data and information can be submitted directly to the Authority Having Jurisdiction (AHJ), i.e., FD, from entities such as Service Providers (SP) and/or Property Owners (PO). IROL’s deliverables connect people with information to increase awareness, response, education, and communication to reduce high-risk situations.

Project Scope: Plan Review Activities

Activity	Description
Phase 1:	IROL will provide a detailed Implementation Plan, which includes initial documentation, goals, and timeline of actions to be completed by the AHJ and/or IROL. The checklist will be monitored and modified by IROL.
Phase 2:	IROL will provide training for all entities involved. Training options are determined by written agreement of AHJ and IROL.
Phase 3:	IROL will go LIVE with all entities on a chosen date as determined by the AHJ.

Project Scope: Deliverables, Responsibilities and Timeline

The work and deliverables will be accomplished by a joint effort and communication of IROL, the AHJ, and their staff during the course of this AGREEMENT.

AHJ'S Responsibilities

AHJ will be responsible for:

- It is understood by the parties that IROL generates the majority of its revenue for the **Inspection, Testing & Maintenance (ITM)** program from SP submissions. These revenues allow for IROL to provide its ITM services at no cost to the city. During the term of this AGREEMENT, and any renewal thereof, IROL will not impose a fee on the City for any reports which are filed for locations within the City's jurisdiction, and will not increase the fee imposed on the SP without written consent from the City.
- AHJ will, to the extent it is able via law, ordinance, code, etc., mandate reports submitted within their jurisdiction to be processed through the IROL site. AHJ will make a good-faith effort to inform SPs that inspection reports must be submitted via IROL for all required system inspections.
- If the AHJ is implementing IROL's Fire and Life Safety Risk Assessment, then registration by the Property Owner is required and necessary in order to complete and submit the assessment.
- Committing the necessary resources and management involvement to reasonably support IROL's services.
- Providing IROL with reliable, accurate, and complete information when required to initiate the proposed activities.
- Ensuring that information IROL receives and utilizes is accurate and up-to-date.
- Making timely decisions and seeking required management approvals as needed for the Project to proceed.
- Using the deliverables and ensuring the deliverables meet all parties' requirements.
- Sign-off of IROL inspection review documents at completion of the review.

In addition, IROL shall be entitled to rely on all City's and AHJ's decisions and approvals made before and during the provision of services. Nothing in this AGREEMENT shall require IROL to advise on, evaluate, modify, confirm, or reject such decisions or approvals.

Cost Structure

IROL's Third-Party ITM Reporting and Deficiency Remediation Service is a cost free service for the AHJ.

The per-report fee of **\$19.99** is paid for by the submitting Service Provider.

Should onsite training be preferred by client, all related travel and lodging expenses are to be agreed upon in advance by City and IROL.INC. All initial web-based training for AHJ and participating SPs are at no cost.

Assumptions and Additional Information

If any assumptions change or are found to be incorrect, the AGREEMENT may be modified by IROL, after discussion with the FD, and agreement on approach moving forward. All changes will be made by IROL in writing and signed off on by the FD prior to the commencement of any work.

Termination of the Agreement

The term on the AGREEMENT is three (3) years. At term-end, the AGREEMENT will automatically renew for two (2) years, unless terminated. This contract may also be terminated without cause by either party upon sixty (60) days prior written notice to the other party. If this AGREEMENT is terminated, IROL shall provide to the FD a complete and up-to-date download of all available archived reports.

ACCEPTED

DATE

Jill Cotton – IROL President

Authorized AHJ Agent Signature

AGREEMENT ARTICLES

Article 1: Website Services Rendered

1.1. IROL,INC. is the legal owner and operator of the website <https://www.InspectionReportsOnLine.net> (the site). The site's function and purpose is to increase code compliance, facilitate communications, enhance organization, and improve efficiencies related to fire and life safety building inspections, and/or additional prevention and community risk reduction efforts. The site is an online, electronic report management system to be used by Property Owners (PO), Service Providers (SP), and the Authority Having Jurisdiction (AHJ).

1.2 IROL's Third-Party Reporting may include our Review Department, which assists the AHJ in the overall management and deficiency remediation process.

1.3 IROL offers additional services such as Inspector's Reporting and Pre-Plan, which is an individually priced program based on the estimated number of anticipated fire department inspections.

1.4 IROL's Community Risk Reduction Solutions include Fire and Life Safety Risk Assessments and other growing solutions based on the needs of a community. These services are all optional and standard fees are paid for by the submitting entity.

Article 2: Data Security and Confidentiality

2.1 IROL warrants and represents to the AHJ, that the site is and throughout the term of this agreement will be a secure website with an SSL certification issued by Comodo, an independent Internet security certification company. Site hosting is provided through Microsoft's Azure (azure.microsoft.com) on a dedicated IP address.

2.2 IROL, and its shareholders, and employees, have no association, formally or informally, with any SPs.

2.3 Through the security measures in place for the site, the reports that are filed and maintained through the site will be available only to the AHJ and the SP that filed the report and the owners of the property to which the report relates.

2.4 Except as provided for herein, the reports filed through the website are not accessible by IROL or any of its employees, nor are they accessible by any third parties not expressly authorized by the submitting SP, PO or AHJ. With the AHJ's express written consent, IROL will access reports submitted for the purpose of Initial Reviews, and/or the collection of data needed to support requested analytics. Reports submitted to the AHJ may be subject to state or federal Freedom of Information Acts (FOIA) requests; however, it is the sole responsibility of the AHJ to determine if the requested documents are subject to disclosure pursuant to said acts.

2.5 Retention of data: All reports submitted through IROL are immediately copied to a backup storage device. Once per day a master file backup is performed. Individual reports, accessed through the PDF viewer by each authorized participant, may be downloaded at the discretion of the user. Periodic, and complete file (all Archived Reports) downloads are available on request. In the event that IROL ceases business activities related to the website, each user will be notified in writing ninety (90) days prior to the site termination. Complete downloads of all archived files will be available at no charge.

2.6 IROL understands the confidential nature of information provided in the completion of any reports and agrees that the report originator, the PO, and the AHJ, mutually hold ownership of reports.

Article 3: Hardware, Software Requirements & Firewall/Permission Authorities

3.1 The site is web-based software designed to be compatible with all modern browsers, without the need for additional plug-ins or software to install and configure. There are no hardware or software requirements, or any restrictions other than access to the Internet.

3.2 IROL represents and warrants to the AHJ that the site is secure (SSL certified), and is hosted by a professional T3 hosting site with multiple redundancies and sufficient capacity to provide the services to the AHJ, SPs, and the POs within the jurisdiction.

Article 4: Terms and Conditions

This Agreement and subsequent use of the site are subject to IROL's Terms and Conditions, attached hereto as Attachment A.

Article 5: Governing Law

This Agreement shall be construed and governed according to the laws of the **State of Wisconsin**.

Article 6: Assignability

This Agreement is assignable by IROL with the written consent of the City, which consent will not be unreasonably withheld. This agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties.

Article 7: Notices:

Unless otherwise notified, written communications between the parties shall be personally delivered or sent by certified mail, return receipt requested as follows:

To: Greenfield Fire Rescue
4333 S. 92nd St.
Greenfield, WI 53228

To: IROL
1325 Satellite Blvd. Ste 1607
Suwanee, GA 30024

ATTACHMENT A: TERMS AND CONDITIONS

These Terms and Conditions of Use (the “Terms and Conditions”) are binding on all persons that access the website located at <https://www.InspectionReportsOnLine.net> (the “Website”) without qualifications or exceptions. By entering the Website, the user of this Website (the “User”) agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

The following terminology applies to these Terms and Conditions, including the Privacy Statement and Disclaimer Notice contained herein and any or all Agreements: “Authority Having Jurisdiction,” “Property Owner,” “Service Provider,” “Client,” “User,” “You” or “Your,” refers to you; the person accessing this website and accepting the Company’s terms and conditions. “IROL Operations, Inc.,” “IROL-LLC.net,” “Inspection Reports Online,” “Ourselves,” “We” and “Us,” refers to our Company. “Party,” “Parties,” or “Us,” refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore referring to the same. The word “Report” only refers to the life safety reports provided by this website.

We reserve the right to make any changes to the Website, its content and/or services offered through the Website at any time, and without notice.

The Website is owned by IROL Operations, Inc. and the User acknowledges that IROL Operations, Inc. or its licensors, are the proprietors of all intellectual property subsisting in, pertaining to, or used on the Website including, without limitation, patents, inventions, copyright, trademarks, goodwill and trade secrets.

IROL recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the City, or its employees by IROL, may be subject to public inspection, under the laws of the **State of Wisconsin**, other applicable law, and may be subject to records retention laws. If a request for IROL’s information is made, the City will notify IROL of such request. If IROL intends to claim an exemption to applicable FOIA laws, IROL must provide City with the applicable exemption it believes exists and IROL will be solely responsible for taking any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

Effective Date

These Terms and Conditions are **effective as of 02/05/2023**. We reserve the right to change them by posting a revision on this website.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company, on a need-to-know basis, only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. United States Law has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Information will only be divulged to a third party, if legally required to do so, to the appropriate authorities.

Disclaimer, Exclusions and Limitations

The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents, or which is or may be provided by any affiliates or any other third party, including relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
- Excludes all liability for Initial Review services outsourced to in-house, or subcontracted qualified personnel by jurisdictions, or other users.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Service Providers: PayPal, all major credit/debit cards as listed along with bankers draft and ACH transfers are all acceptable methods of payment. Our Terms are payment in full at the time a Report is submitted. Services Providers may modify payments on the Registration Profile page by clicking on the link to change your payment method and selecting from the available payment options. If a bank transfer is used as your payment method, you are requesting an electronic transfer from your bank account. For these transactions, IROL Operations, Inc. will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to IROL Operations, Inc. to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. IROL Operations, Inc. has the right to resubmit any payment to an authorized payment method that is returned for insufficient or uncollected funds.

Unauthorized Transactions

Service Providers: If, for any reason, you feel that an unauthorized transaction has occurred, or an error has been made on your account please contact IROL Operations, Inc. immediately. An unauthorized transaction is a type of error that occurs when money is sent from your

account that you did not authorize and that did not benefit you. In addition, other errors occur when money is either incorrectly taken from your account or when transactions are incorrectly recorded. You are responsible for providing accurate information concerning your account and any information regarding payment methods, account numbers, expiration dates, and all other data pertaining to your account. IROL Operations, Inc. and its affiliates will not be held liable for any false or misleading information provided by you or your representatives.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, Inc., directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

Copyright

All intellectual materials, domain name, and trademarks contained on this Site are subject to the ownership rights of IROL Operations, Inc. and its affiliates. IROL Operations, Inc. hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations, Inc. services. You agree that any copy made must include IROL Operations, Inc. copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on this Site.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder, or to insist upon compliance with any term or condition, will not constitute a waiver of that right, or excuse any subsequent non-performance of any such term or condition by the other party. This Agreement shall be construed and enforced according to the laws of the **State of Wisconsin**. The exclusive jurisdiction and venue for the resolution of all disputes, or the filing of any lawsuit arising out of, or regarding the Service Agreement, shall be the court of where the AHJ is located.

Force Majeure

IROL Operations, Inc. shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product, or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of IROL Operations, Inc. in the conduct of its business.

These terms and conditions form part of the Agreement between the Client and IROL Operations, Inc. Your accessing of this website and/or your submittal, review, copy, and email of Report(s) indicates your understanding, agreement to, and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein.



Committee: Common Council
Introduced By: Assistant Chief Dan Weber

Item Number:
Date Introduced: 2/20/2024

RELATING TO: Discussion and decision to approve the service agreement between IROL and the Greenfield Fire Department

SUMMARY:

Inspection Reports Online (IROL) is a 3rd party reporting solution that allows our fire inspectors to see life safety systems inspections, testing, and maintenance in real time through an online portal. This agreement is at no cost to the city.

Currently, if a life safety system such as a fire sprinkler system were to go out of service in a business, there is no notification to the fire department unless they respond on a call to the business or if a fire inspector finds deficiencies during annual fire inspections. This new online tool will connect our fire inspectors with inspection, testing, and maintenance information to increase awareness and reduce high-risk situations.

This agreement has also been sent to our city attorney with no major issues noted.

PACKETS FOR WEDNESDAY, 2 / 14 / 2024 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	2/2/2024	\$	244,142.09
AP CHECKS - TAX REFUNDS	2/5/2024	\$	15,564.08
AP CHECKS	2/9/2024	\$	221,701.58
AP CHECKS - TAX REFUNDS	2/12/2024	\$	25,010.36
P-CARDS - JANUARY 2024		\$	218,865.82
		TOTAL \$	725,283.93

CC: PAULA

CC: FINANCE FOLDER

LOCAL GOVERNMENT INVESTMENT POOL

January 2024 2023 Statement

December Ending Balance	\$	34,311,908.57
2 Deposit (s) in January		1,480,719.27
0 Withdrawal(s) in January		-
Janurary Interest Earnings @ 5.39%		162,332.68
TOTAL	\$	35,954,960.52

JANUARY 2024
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,727,014.67	12/31/2001	variable		\$155.22	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,763,243.14	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$149,405.75					
Ehlers Investment Partners X- GRD 2021B	\$535,394.68	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$3,032,196.15					
Ehlers Investment Partnes X - 2022A X-3025	\$1,389,948.69					
Associated Bank Investments	\$6,505,565.91	3/15/2022	variable			
Totals	\$21,102,768.99				\$155.22	