



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

REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, June 18, 2024 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the May 21, 2024 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 831 Tattoos, a proposed tattoo business, to be located at 5170 S. 76th St., Suite 304, submitted by David Barron, d/b/a 831 Tattoos LLC. (Tax Key No. 650-8998-009) (PC-5/14/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for 831 Tattoos, a proposed tattoo business, to be located at 5170 S. 76th St., Suite 304, submitted by David Barron, d/b/a 831 Tattoos LLC. (Tax Key No. 650-8998-009) (PC-5/14/24 Kastner)
 - b. Approve a Site Plan Review for 831 Tattoos, a proposed tattoo business, to be located at 5170 S. 76th St., Suite 304, submitted by David Barron, d/b/a 831 Tattoos LLC. (Tax Key No. 650-8998-009) (PC-5/14/24 Kastner)
 - 2. Public Hearing on a Special Use Permit for The Injector Med Spa, a proposed medical spa, to be located at 4111 S. 108th St., submitted by Esmeralda Robelo Campos, d/b/a The Injector Med Spa (Tax Key No. 566-9958-002) (PC-5/14/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for The Injector Med Spa, a proposed medical spa, to be located at 4111 S. 108th St., submitted by Esmeralda Robelo Campos, d/b/a The Injector Med Spa. (Tax Key No. 566-9958-002) (PC-5/14/24 Kastner)
 - b. Approve a Site Plan Review for The Injector Med Spa, a proposed medical spa, to be located at 4111 S. 108th St., submitted by Esmeralda Robelo Campos, d/b/a The Injector Med Spa (Tax Key No. 566-9958-002) (PC-5/14/24 Kastner)
 - 3. Public Hearing on a Special Use Permit for Gardner Learning Center, LLC, for child day care services, to be located at 2915 W. Layton Ave., submitted by Eunice Heredia-Colon, d/b/a Gardner Learning Center, LLC. (Tax Key No. 622-9979-000) (PC-5/14/24 Kastner)

- a. Approve a Resolution for a Special Use Permit for Gardner Learning Center, LLC, for child day care services, to be located at 2915 W. Layton Ave., submitted by Eunice Heredia-Colon, d/b/a Gardner Learning Center, LLC. (Tax Key No. 622-9979-000) (PC-5/14/24 Kastner)
 - b. Approve a Site Plan Review for Gardner Learning Center, LLC, for child day care services, to be located at 2915 W. Layton Ave., submitted by Eunice Heredia-Colon, d/b/a Gardner Learning Center, LLC. (Tax Key No. 622-9979-000) (PC-5/14/24 Kastner)
- J. Old Business
 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Two members to the Civil Service Commission for terms to expire 5/1/27 (formerly David Podeszwa and Paul Leu)
 2. Rescind approval of the Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 4110 S. 76th St. from C-4 Regional Business District to Planned Unit Development District #4. (Tax Key No. 571-8997-000) (PC-5/14/24 Kastner) (CC-5/21/24)
- K. New Business
 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Three members to the Public Library Board for a term to expire 7/1/27 (currently Robin Bruhn, Richard L'Amie, Sue DeWitt, Greenfield School District Rep.)
 2. Claim received from Cheryl Hepp. (Goergen)
 3. Claim received from D'Andre Griffin. (Goergen)
 4. Resolution allowing the claim of D'Andre E. Griffin relating to damage to vehicle. (Goergen)
 5. Approve an Ordinance updating the City of Greenfield's Aldermanic District and Ward Map to reflect a school district boundary correction. (Goergen)
 6. Approve an Ordinance creating Section 13.03(10)(g) of the City of Greenfield Municipal Code relating to opting out of the extended closing hours during the RNC convention period as prescribed by 2023 Wisconsin Act 73. (Neitzke)
 7. Resolution appointing additional election inspectors for 2024-2025. (Goergen)
 8. Approve applications for 2024-2025 operator licenses (Goergen)
 9. Approve renewal applications for the following licenses to expire June 30, 2025: Class "A" Fermented Malt Beverage, "Class A" Fermented Malt Beverage & Liquor, Entertainment, Pawnbroker/Secondhand Article Dealer, and Operator's Licenses (approval of all licenses should be subject to the City of Greenfield ordinances regarding code compliance and payment of all delinquent taxes and charges). (Goergen)
 10. Approve application for a Temporary Class "B" Fermented Beverage & "Class B" Wine Retailer's License received from Greenfield Professional Fire Fighters Benevolence & Charities, 5330 W. Layton Ave., for Toasting for Charity Event on September 21, 2024 from 6:00 PM to 10:00 PM at 7215 W. Cold Spring Rd. (Goergen)
 11. Discussion/decision regarding naming of a Public Park. (S. Jaquish)

12. Approve an addendum #2 to an existing license agreement with We Energies, for the Powerline Trail. (Katz)
13. Approve a funding agreement with the Milwaukee Metropolitan Sewerage Commission (MMSD), for the Falcon Ridge Trail Extension trail. (Katz)
14. Approve a contract with Sigma Group for engineering services for the design of a multi-use trail. (Katz)
15. Approve an Outdoor Special Event application for Milwaukee Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, 7825 W. Layton Ave., on Sunday, July 21, 2024. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), Temporary Operator's License, commercial electrical, and plumbing permits, sign permit, and Extension of Premises (band, dancing, folk dancing). Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)
16. Approve a Special Use Permit and Site, Landscaping, and Architectural Plans for Cooper's Hawk, a proposed full-service restaurant, to be located at 8415 Sura Lane, submitted by Sandi LeBlanc, d/b/a LD Reeves and Lis Battle, d/b/a Aria Group. (Tax Key No. 606-0053-012) (PC-5/11/24 Kastner)
17. Approve a Special Use Permit and Site, Landscaping, and Architectural Plans for Chipotle, a proposed limited-service restaurant, to be located at 8515 Sura Lane, submitted by Scott Yauck, d/b/a 84South Restaurants, LLC., c/o Cobalt Partners, LLC. and Justin Johnson, d/b/a JSD Professional Services. (Tax Key No. 606-0053-011) (PC-6/11/24 Kastner)
18. Discussion and decision to transfer remaining capital funds from Digital Fingerprint account to Marked / Unmarked Squads account (6/12/24 F&HR S. Saryan)
19. Discussion and decision to approve an intergovernmental agreement for training facilities and services (6/12/24 F&HR S. Saryan)
20. Discussion and decision of a resolution allocating Tax Improvement District 4 (TID 4) funds for business development improvements. (6/12/24 F&HR S. Saryan)
21. Approve a Developers Agreement with Holey Mackerel, LLC. (Neitzke)
22. Approve a resolution to authorize the execution and submission of required documents related to the national opioid settlements by City staff in consultation with retained litigation counsel and the City Attorney. (Geary)
23. Approval of schedules of disbursements in the amount of \$8,867,930.12. (6/12/24 F&HR S. Saryan)
24. Approval of mileage reimbursements in the amount of \$670.00. (6/12/24 F&HR S. Saryan)
25. Accept May 2024 financial statements. (6/12/24 F&HR S. Saryan)
26. Accept May 2024 investments and reinvestments. (6/12/24 F&HR S. Saryan)
27. 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 2024-2025 operator license to the following:
 - a. Jacob Leland Schroedl
 - b. Gadiel Asael Guzman
28. Adjourn closed session and reconvene into open session.

29. Decision re: 2024-2025 Operator's License for Jacob Leland Schroedl.

30. Decision re: 2024-2025 Operator's License for Gadiel Asael Guzman

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 831 Tattoos, a proposed tattoo business, to be located at 5170 S. 76th St., Suite 304, submitted by David Barron, d/b/a 831 Tattoos LLC.
(Tax Key No. 650-8998-009)

WHEREAS, David Barron, d/b/a 831 Tattoos 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 831 Tattoos, a proposed tattoo business, to be located within My Salon Suites at 5170 S. 76th St., Suite 304; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 18, 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, David Barron, d/b/a 831 Tattoos LLC., resides at 1421 S. 124th St., New Berlin, WI 53151.
2. The applicant will lease a portion of the multi-tenant commercial building owned by BR of Wisconsin LLC, PO Box 13125, Milwaukee, WI 53213-0125.
3. 831 Tattoos will occupy approximately 140 sq. ft. of the multi-tenant commercial building located at 5170 S. 76th St, Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

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

Tax Key No. 650-8998-009

Said land being located at 5170 S. 76 St.

4. The applicant is proposing to establish a tattoo parlor within the existing salon suite commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits 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. 76 St. corridor that is developed for commercial uses. Properties to the north, south, east, and west are developed as commercial.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of David Barron, d/b/a 831 Tattoos LLC. to establish a proposed tattoo parlor, to be located within My Salon Suites at 5170 S. 76th St., Suite 304, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 14, 2024 and by the Common Council on June 18, 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 831 Tattoos will be 10:00am – 11:00pm, daily.
4. Off-Street Parking. A total of 3 off-street parking stalls are required for 831 Tattoos. The entire multi-tenant commercial building requires a total of 104 off-street parking spaces. The property will provide 47 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.

David Barron, d/b/a 831 Tattoos LLC.

John Weiss, d/b/a My Salon Suite

Provided to applicant on the
_____ day of _____, 2024

City Planner

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 The Injector Med Spa, a proposed medical spa,
to be located at 4111 S. 108th St., submitted by Esmeralda Robelo Campos, d/b/a
The Injector Med Spa. (Tax Key No. 566-9958-002)

WHEREAS, Esmeralda Robelo Campos, d/b/a The Injector Med Spa, 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 Injector Med Spa, a proposed medical spa, to be located within VICI Beauty Schools – Milwaukee Campus at 411 S. 108th St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 18, 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, Esmeralda Robelo Campos, d/b/a The Injector Med Spa, resides at 3812 S. 94th St., Milwaukee, WI 53228.

2. The applicant will lease a portion of the commercial building owned by Fred & Penny 4111 LLC., 615D McHenry, Brookfield, WI 53045.

3. The Injector Med Spa will occupy approximately 120 sq. ft. of space within the commercial building located at 4111 S. 108th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8005, being a part of the Northeast ¼ of Section 19, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.
Tax Key No. 566-9958-002

Said land being located at 4111 S. 108th St.

4. The applicant is proposing to establish a medical spa within the existing commercial building.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits medical spas 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. 108th St. corridor that is developed for commercial uses. Properties to the north and east are designated as park and recreation district. Properties to the south are developed as commercial. Properties to the west are designated 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 Esmeralda Robelo Campos, d/b/a The Injector Med Spa to establish a proposed medical spa, to be located within the VICI Beauty Schools – Milwaukee Campus at 4111 S. 108th St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 14, 2024 and by the Common Council on June 18, 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 The Injector Med Spa will be 8:00am – 10:00pm, daily.
4. Off-Street Parking. A total of 2 off-street parking stalls are required for the Injector Med Spa. The entire commercial building requires a total of 74 off-street parking spaces. The property will provide 165 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.

Esmeralda Robelo Campos, d/b/a The Injector Med Spa

Provided to applicant on the
_____ day of _____, 2024

City Planner

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

\\ci.greenfield.wi.us\departments\Neighborhood Services\Planning\Plan Commission\2024\5-14-24\Injector Med Spa - SUP\Resolution -Injector Med Spa SUP 6-18-24.docx

RESOLUTION NO. _____

Special Use Permit for Gardner Learning Center, LLC, for child day care services,
to be located at 2915 W. Layton Ave., submitted by Eunice Heredia-Colon, d/b/a Gardner
Learning Center, LLC. (Tax Key No. 622-9979-000)

WHEREAS, Eunice Heredia-Colon, d/b/a Gardner Learning Center, 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 Gardner Learning Center, a proposed
child day care center, to be located at 2915 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 18,
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, Eunice Heredia-Colon, d/b/a Gardner Learning Center, LLC., resides at
5804 W. Bennett Ave., Milwaukee, WI 53219.
2. The applicant will lease the commercial building owned by Hersa Development, LLC.,
5804 W. Bennett Ave., Milwaukee, WI 53219.
3. Gardner Learning Center will occupy the entirety of the 2,484 sq. ft. of the commercial
space within the commercial building located at 2915 W. Layton Ave., Greenfield, Milwaukee
County, Wisconsin, more particularly described as follows:

The West 90 feet of the East 850 feet of the North 346.50 feet of the Northeast ¼ of Section 25,
Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.
Excepting therefrom the North 60 feet for avenue purposes.

Tax Key No. 622-9979-000

Said land being located at 2915 W. Layton Ave.

4. The applicant is proposing to establish a child day care center within the existing
commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning
Ordinance of the City of Greenfield, which permits child day care centers 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 are developed as residential. Properties
to the west, east, and south are developed as commercial.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Eunice Heredia-Colon, d/b/a Gardner Learning Center, LLC. to establish a proposed child day care center, to be located at 2915 W. Layton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 14, 2024 and by the Common Council on June 18, 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 Gardner Learning Center will be 6:00am – 6:00pm, daily.
4. Off-Street Parking. A total of 8 off-street parking stalls are required for Gardner Learning Center. The property will provide 6 off-street parking stalls. The Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Eunice Heredia-Colon, d/b/a Gardner Learning Center, LLC.

Provided to applicant on the
_____ day of _____, 2024

City Planner

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

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE CLAIM OF D'ANDRE E. GRIFFIN RELATING TO
DAMAGE TO VEHICLE

WHEREAS, Assistant Chief of Police Ray Radakovich submitted a claim on behalf of D'Andre E. Griffin with the City on June 4, 2024; and,

WHEREAS, AC Radakovich indicated that, on or about May 13, 2024, a tire on Mr. Griffin's vehicle was damaged as a result of a spike strip, which the Greenfield Police Department put in the roadway to stop another vehicle involved in a pursuit. Mr. Griffin requested payment of \$233.12, which was the cost to replace the tire; 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 on behalf of D'Andre E. Griffin, filed on June 4, 2024, and relating to alleged loss occurring on May 13, 2024, is hereby allowed in an amount not to exceed **\$233.12**.

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: _____, 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

ORDINANCE NO. ____

AN ORDINANCE UPDATING THE CITY OF GREENFIELD'S ALDERMANIC DISTRICT AND
WARD MAP TO REFLECT A SCHOOL DISTRICT BOUNDARY CORRECTION

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

PART I. The City recently learned of an error in the prior depiction of the boundary line between the Greenfield School District and the Whitnall School District as shown on the City's official Aldermanic District and Ward Map.

PART II. The Aldermanic District and Ward Map attached as Exhibit A correctly reflects the actual boundary between the Greenfield School District and the Whitnall School District, such that part of Ward 12 is in the Greenfield School District and the remainder of Ward 12 is in the Whitnall School District.

PART III. This school district boundary line correction is the only change made by the updated Aldermanic District and Ward Map. The City's aldermanic districts and wards are unchanged.

PART IV. This ordinance shall take effect and be in force from and after its passage and publication, and the map attached hereto shall thereafter be the City's official Aldermanic District and Ward Map.

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

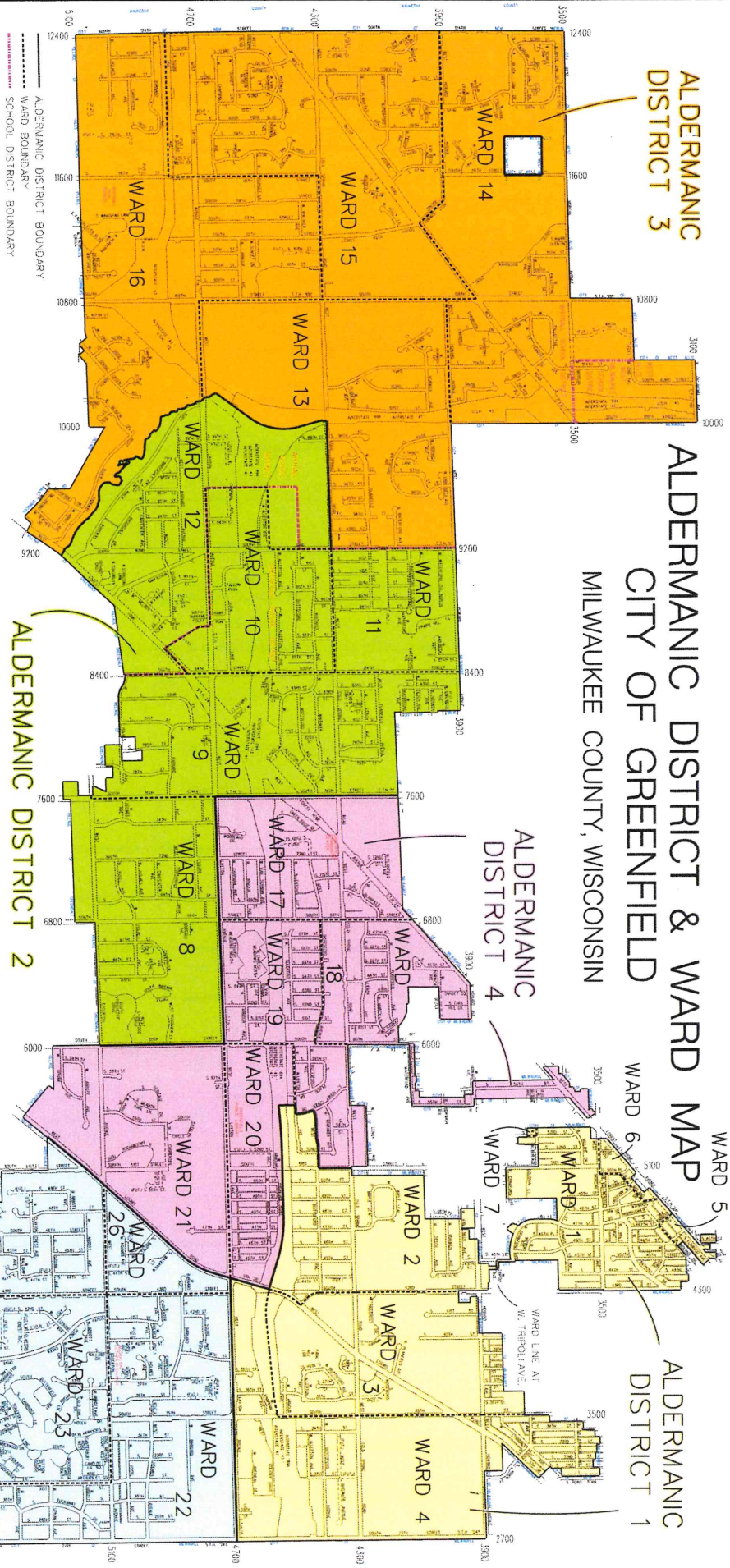
Jennifer Goergen, City Clerk

Published:

ALDERMANIC DISTRICT 3

ALDERMANIC DISTRICT & WARD MAP CITY OF GREENFIELD MILWAUKEE COUNTY, WISCONSIN

WARD 5 WARD 6 WARD 7 WARD 1 WARD 2 WARD 3 WARD 4 WARD 14 WARD 15 WARD 16 WARD 13 WARD 12 WARD 11 WARD 10 WARD 9 WARD 18 WARD 17 WARD 19 WARD 20 WARD 21 WARD 26 WARD 25 WARD 24 WARD 22



DISTRICT & WARD	VOTING LOCATION	ADDRESS
DISTRICT 1 WARD 12, 3, 4, 5, 6, 7	GREENFIELD COMMUNITY CENTER	7215 W. COLD SPRING RD.
DISTRICT 2 WARD 8, 9, 10, 11, 12	GREENFIELD COMMUNITY CENTER	7215 W. COLD SPRING RD.
DISTRICT 3 WARD 13, 14, 15, 16	WHITNALL HIGH SCHOOL	5000 S. 116TH ST.
DISTRICT 4 WARD 17, 18, 19, 20, 21	GREENFIELD PUBLIC LIBRARY	5310 W. LAYTON AVE.
DISTRICT 5 WARD 22, 23, 24, 25, 26	ADORATION LUTHERAN CHURCH	3840 W. EDGEMONT AVE.



ADOPTED BY THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOARD OF SUPERVISORS, MAY 17, 2022.
TO BECOME EFFECTIVE: MAY 17, 2022.

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 13.03(10)(g) OF THE CITY OF GREENFIELD
MUNICIPAL CODE RELATING TO OPTING OUT OF THE EXTENDED
CLOSING HOURS DURING THE RNC CONVENTION PERIOD AS
PRESCRIBED BY 2023 WISCONSIN ACT 73.

WHEREAS, in December of 2023, 2023 Wisconsin Act 73 (the “Act”) was enacted by the State; and

WHEREAS, the Act, among other provisions, extended the closing hours of any Class B Beer, Class B Liquor, Class C Wine premises and any producer’s full-service retail outlets located in a “Southeast Wisconsin municipality,” as defined by the Act, while Republican National Convention (the “RNC”) is held in Milwaukee between July 15 – 19, 2024 (the “Convention Period”); and,

WHEREAS, the Act also provides that a Southeast Wisconsin municipality may either opt out of the extended closing hours prescribed by the Act or may designate “any licensee holding a license issued by the southeast Wisconsin municipality ... as ineligible or disqualified for the extended closing hour specified in [the Act],” and the municipality is charged with establishing a process for that designation; and,

WHEREAS, the City of Greenfield (the “City”) is a Southeast Wisconsin municipality as defined by the Act by virtue of being located in Milwaukee County; and,

WHEREAS, on May 7, 2024, the Common Council adopted a resolution opting out of the extended hours for all Class B Beer, Class B liquor, Class C Wine premises, and any producer’s full-service retail outlets located within the City of Greenfield; and,

WHEREAS, the Act requires municipality opt out decisions to be codified in an ordinance.

NOW, THEREFORE, the Common Council of the City of Greenfield do ordain as follows:

PART I Section 13.03(10)(g) of the Municipal Code hereby is created to read as follows:

- “(g) **Opt Out From Extended Operating Hours During the 2024 Republican National Convention Established by 2023 Wisconsin Act 73 Section 64c(4).** During the 2024 Republican National Convention to be held in Milwaukee, Wisconsin between July 15 – 19, 2024, the closing hours for Class B Beer, Class B Liquor, and Class C Wine retail licensed premises and any producer’s full-service retail outlets shall be as previously established by Wis. Stat. § 125.32(3)(a), 125.68(4)(c), 125.29(8)(a), 125.52(5)(a), and 125.53(4)(a) and subsections

13.02(10)(b)—(f) above, and therefore shall not be extended. This ordinance shall only be in effect July 15, 2024, through July 19, 2024.”

PART II. After its passage and publication as required by law, this ordinance shall take effect on July 15, 2024, and be in force through July 19, 2024.

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published:

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 Rebecca Patin, Michael Woulfe, Theresa Breunig, Glenn Danz and Stephanie Danz, and

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

Rebecca Patin, 5994 S. 35th St., Greenfield, WI 53221
Michael Woulfe, 5141 S. Mallard Circle, Greenfield, WI 53221
Theresa Breunig, 4901 S. 92nd Street, Greenfield, WI 53228
Glenn Danz, 3920 S. 119th Street, Greenfield, WI 53228
Stephanie Danz, 3920 S. 119th Street, Greenfield, WI 53228

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 18th day of June, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/14/2024

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Allison J Balistierri	1519 Camden CT Unit A	Waukesha, WI 53186
Amanda Louise Rusch	3729 S Logan AVE	Milwaukee, WI 53207
Ashley Marie Nash	3216 S 56th st	Milwaukee, WI 53219
Azman Abdul Malik	3804 S 5th ST	Milwaukee, WI 53207
Baudelio Paez III	2968 S 93rd CT	West Allis, WI 53227
Christopher Michael Mikus	1226 Memorial DR #6	South Milwaukee, WI 53172
Crystal Jean Karnofsky	8916 W National AVE #11	West Allis, WI 53227
David Douglas Peglow	2864 Chicory RD	Racine, WI 53403
Demetrick D Porter	2418 N 37th ST	Milwaukee, WI 53210
Erik Michael Pfarrer	5609 W Morgan AVE Apt B	Greenfield, WI 53220
Jackie Lynn Eisch	3749 S Packard AVE #23	St Francis, WI 53235
Jesus Antonio Guzman	6707 30th AVE	Kenosha, WI 53142
Kristin Marie Mollidrem	2037 S 55th St.	West Allis, WI 53219
Makayla Leigh Neldner	5624 Bentwood LN	Greendale, WI 53129
Mark A McClain	441 E Erie ST 602	Milwaukee, WI 53202
Matthew Paul Capistrant	1651 S 31st ST	Milwaukee, WI 53215
Melody Jane Eberhardt	1218 Woodbury Commons Unit B	Waukesha, WI 53189
Peter Thomas Diamantopoulos	1918 E Lafayette PL	Milwaukee, WI 53202
Sacha Lynn Korpela	2904 W Wells ST #101	Milwaukee, WI 53208
Sarah Alice Kneser	280 Wood Side DR	Oconomowoc, WI 53066
Timothy J. Finley	4880 S Katelyn CIR	Greenfield, WI 53220
Voula Diamantopoulos-Owens	620 E Andrew CIR	Oak Creek, WI 53154
William Gidio Lange	2862 S 106th ST	West Allis, WI 53227

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

06/14/2024

1/2

CLASS A BEER

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Walgreen Co.	Walgreens #04827	Brian Wheatley, Agent	4688 S 108th ST

Premise Description:

RETAIL DRUG STORE - 10,699 SQ. FT. BEER SOLD ON THE SALES FLOOR AND IN THE COOLER. RECORDS ARE KEPT IN THE OFFICE.

CLASS A LIQUOR COMBO

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Kwik Pantry 6716 LLC	Kwik Market	Guriqbal Sra, Agent	6437 W Forest Home AVE

Premise Description:

BEER, WINE AND LIQUOR WILL BE SOLD OVER THE COUNTER. BEER WILL BE STORED IN THE COOLERS. THE LIQUOR WILL BE STORED BEHIND THE COUNTER AND WINE ON THE SHELVES BEHIND THE OVERHEAD DOOR. THE EXTRA SUPPLIES WILL BE STORED IN THE BASEMENT. THE RECORDS WILL BE KEPT IN THE OFFICE LOCATED IN THE ATTIC LOCATED AT 6437 W. FOREST HOME AVE.

DRY CLEANING/WASHING MACHINE

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Omeed Inc	Ogden Cleaners	Keyhan Sheikholeslami, Agent	7860 W Layton AVE

Premise Description:

OPERATE 2 DRY CLEANING MACHINES AND 3 WASHING MACHINES LOCATED AT 7860 W LAYTON AVENUE

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Hot Gates LLC	Sky Zone Greenfield	Gregory Schmatz, Manager	4940 S 76th ST

Premise Description:

INDOOR: TRAMPOLINES, PLAYGROUNDS, ZIP LINES AND OBSTACLE COURSES; OUTDOOR: NONE LOCATED AT 4940 S 76TH ST

PAWNBROKER/SECONDHAND

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
Best Buy Stores, LP	Best Buy #25	Kristin Mikulsky, Agent	4610 S 76th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4610 S 76TH ST

DANIEL LEWIS FREIFELD, ADRIAN BARBOSA, JASON J PETTY, MICHAEL AARON LOSCH CROOX, ALLEN JAMES HADLOCK, JOSEPH MICHAEL HESS, ROBERT WILLIAM REUTELER, ERICA LANEIGH COMAN - MANAGERS/PERSONS IN CHARGE

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

CONDUCT SALES OF SECONDHAND ARTICLES AT 4285 S 76TH ST

RORY WAGNER, JEREMY FRANZ, RYAN GLENN BROWN - MANAGERS/PERSONS IN CHARGE

Gamestop Inc	Gamestop #567	Diana Saadeh-Jajeh, Agent	7420 W Holmes AVE
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Premise Description:

CONDUCT SALES OF SECONDHAND ARTICLES LOCATED AT 7420 W HOLMES AVE

NATHAN CHARLES KNETTER, NATHAN JOSEPH EDWARDS, JULIA FLEISCHMANN, JAY STOUFF, LANDIS LUCAS - MANAGERS/PERSONS IN CHARGE

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

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5026 S 74TH ST

JENNIFER ANN YOUNG, ISABELLA JANE CHARLES - MANAGERS/PERSONS IN CHARGE

Grand Total Licenses: 8

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/14/2024

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Aimee Harmeyer	5924 W Wright ST	Milwaukee, WI 53210
Amber Lynn Matthews	3234 W American DR	Greenfield, WI 53221
Andrea Lopez	4143 S 2nd ST	Milwaukee, WI 53207
Aurora Carolina Nuno Becerra	1248 S 36th ST	Milwaukee, WI 53215
Aurora Mikayla Tiedke	4839 W College AVE 124	Greendale, WI 53129
Erick Dionicio Godoy-Perez	2823 S 12th ST	Milwaukee, WI 53215
Heriberto Parrilla	6010 S 27th ST	Milwaukee, WI 53221
Jaydy Michelle Veliz	2356 S 18th ST	Milwaukee, WI 53215
Jeffrey A Wisniewski	5200 S Tuckaway BLVD 106D	Greenfield, WI 53221
Karen Ann Amerson	3668 S 35th ST	Greenfield, WI 53221
Kevin Michael Doonan	2513 S 88th ST	Milwaukee, WI 53227
Krista Michaela Washechek	931 E Russell AVE	Milwaukee, WI 53207
Kristin E Brown	10524 W Scharles AVE	Hales Corners, WI 53130
Lisa Ann Seefeldt	2408 E Grange AVE	Cudahy, WI 53110
Maria Elizabeth Clements-Wollert	8205 W Ohio AVE	West Allis, WI 53219
Mario Rene Castillo	7085 W Southridge DR 86	Milwaukee, WI 53220
Michael Stanley Montoure	5270 S 124th ST	Hales Corners, WI 53130
Najwan Hasan Hammad	4126 W College AVE	Greenfield, WI 53221
Nicole Jeanette Rzepkowski	3532 S Quincy AVE	Milwaukee, WI 53207
Peter J Nelson	3228 W Morgan AVE	Greenfield, WI 53221
Rebecca Lynn Martin	2514 S 12th ST	Milwaukee, WI 53215
Rhiannon Marie Patz	3640 S 19th ST	Milwaukee, WI 53221
Richard R Smith Jr.	5409 S 113th ST	Hales Corners, WI 53130
Sara Beth Sweet	5088 W Colonial CT	Greenfield, WI 53220



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 18, 2024

RELATING TO:

Approve an addendum #2 to an existing license agreement with We Energies, for the Powerline Trail.

SUMMARY:

In December 2021, We Energies granted the right, permission and authority, to develop and use a part of their lands for the Powerline Trail Phase 1 from S. 60th Street to approximately S. 99th Street and W. Cold Spring Road.

In January 2024, We Energies granted the right, permission and authority, to develop and use a part of their lands for the Powerline Trail Phase 2 from 700 feet east of S. 35th Street (Pondview Park) to S. 60th Street.

This amendment #2 will add clarifications and environmental provisions for both Powerline Trail Phases 1 and 2.

FINANCIAL:

None

RECOMMENDATION:

Approve an addendum #2 to an existing license agreement with We Energies, for the Powerline Trail.

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

ADDENDUM # 2

CITY OF GREENFIELD POWERLINE TRAIL – ADDITIONAL PROVISIONS

THIS LICENSE ADDENDUM #2 (this “Addendum”) is made and entered into this ____ day of _____, 2024 by and between Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies, (hereinafter “Licensor”) and the City of Greenfield, a municipal corporation (hereinafter “Licensee”).

W I T N E S S E T H:

BY LICENSE AGREEMENT, entered into on the 15th day of December, 2021 by and between said Licensor and Licensee, wherein Licensor granted Licensee the right, permission and authority, to develop and use a part of Licensor’s fee owned right of way land for the purpose of hiking, biking and cross-country skiing and other similar non-motorized recreational uses for use by the general public, and

WHERE AS, Licensor and Licensee entered into an Addendum #1 dated the 10th of January, 2024 which Licensee was granted the right, permission and authority to add certain additional Licensor Lands subject to the License Agreement for the purposes of adding the following described Premises:

A portion of Licensee’s Lands located between South 60th Street east to the end limits of License Agreement, 700 feet east of South 35th Street (see Exhibit A).

WHERE AS, Licensor and Licensee entered into an Addendum #1 dated the 10th of January, 2024 which Licensee was granted the right, permission and authority to construct a two (2) new culverts made of class four reinforced concrete pipe with one located between West Cold Spring Road and South 92nd Street and one located between South 76th Street and West Forest Home Drive (see Exhibit B). Licensee has taken sole ownership of culverts and will maintain, repair remove and replace them as needed.

WHERE AS, Licensor has requested and Licensee has agreed to additional provisions to be entered into and become a part of the License Agreement dated December 15, 2021.

NOW, THEREFORE, for and in consideration of covenants, conditions and agreements hereinafter contained and for the mutual benefit of Licensor and Licensee, both parties hereby agree to the following:

1. American Transmission Company LLC, (ATC) Provisions
 - a) No part of the recreation trail may be built within 20 feet of any facilities
 - b) The recreation trail shall be road rated to withstand heavy maintenance vehicles and equipment
 - c) ATC is not responsible for damage to the recreation trail during normal maintenance operations.
2. Environmental Provisions
 - a) Licensee shall notify Licensor at least 14 days before desired date AND receive prior approval to install any borings or do any sampling on We Energies Lands. Request

should be made to Marita Swollenwerk. Please call her at (414) 221-4172 or email to Marita.Stollenwerk@wecenergygroup.com.

- b) Licensee must work with Licensors on their material management plan:
 - i. Soils may be reused onsite
 - ii. Soils may not be profiled for landfill disposal without clearing the analytical list with Licensors prior to chemical analysis
 - iii. Imported fill must be certified clean and documentation must be provided to Licensors
- c) If Licensors, their contractors, or any other Licensee representative cause a release of contamination on Licensors's Lands, it shall be the sole responsibility of the Licensee to assess and clean up.
 - i. Licensors shall be notified of any release
 - ii. Licensee shall coordinate any required sampling with Licensors
- d) If during construction, Licensee encounters any unexpected contamination, Licensee must stop work and notify Licensors immediately.
- e) **CAUTION:** Licensors should be aware that there are two release sites very close to the east end of the corridor.
 - i. 3900 W Plainfield Avenue – this is a closed leaking underground residential fuel oil storage tank
 - ii. 2707 W Loomis Road - The Carriage Cleaners site has an un-delineated chlorinated solvent plume and soil impact

If during construction Licensee and/or its contractors see evidence of impact, work must stop. Please contact Marita Swollenwerk at (414) 221-4172 immediately to discuss.

- 3. Gas
 - a) The recreation trail and any surrounding construction must be five (5) feet from the high pressure transmission main.
- 4. Electric
 - a) Licensors shall coordinate with AT&T (and any other communications companies) to ensure that any redesign does not conflict.
- 5. This License Addendum #2 shall be deemed a part of and incorporated into the License. All other terms, conditions and provisions of the License shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

This Addendum may be executed in multiple counterparts, each of which shall be deemed an original Agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
[Signature information below]

This Agreement is hereby granted under the terms and conditions set forth hereinabove.

Licensee:

By: _____ Dated: _____
 (Authorized Signature)

 (Print Name)

 (Title)

By: _____ Dated: _____
 (Authorized Signature)

 (Print Name)

 (Title)

Licensor:

Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies

By: WEC Business Services LLC, Its Affiliate and Agent

Signature: _____
 Tonya M. Peters, Manager of Property Management



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 18, 2024

RELATING TO:

Approve a funding agreement with the Milwaukee Metropolitan Sewerage Commission (MMSD), for the Falcon Ridge Trail Extension Trail.

SUMMARY:

The city is proposing to construct a multi-use asphalt paved trail, along Howard Avenue, between Beloit Road and 116th Street.

The trail will connect the city's Falcon Ridge Trail to the County's Oak Leaf Trail, and 116th Street. The trail will also improve access to the Southwest YMCA and surrounding neighborhoods.

The project will be funded also entirely by a Green Solutions grant from the MMSD in the amount of \$241,256.

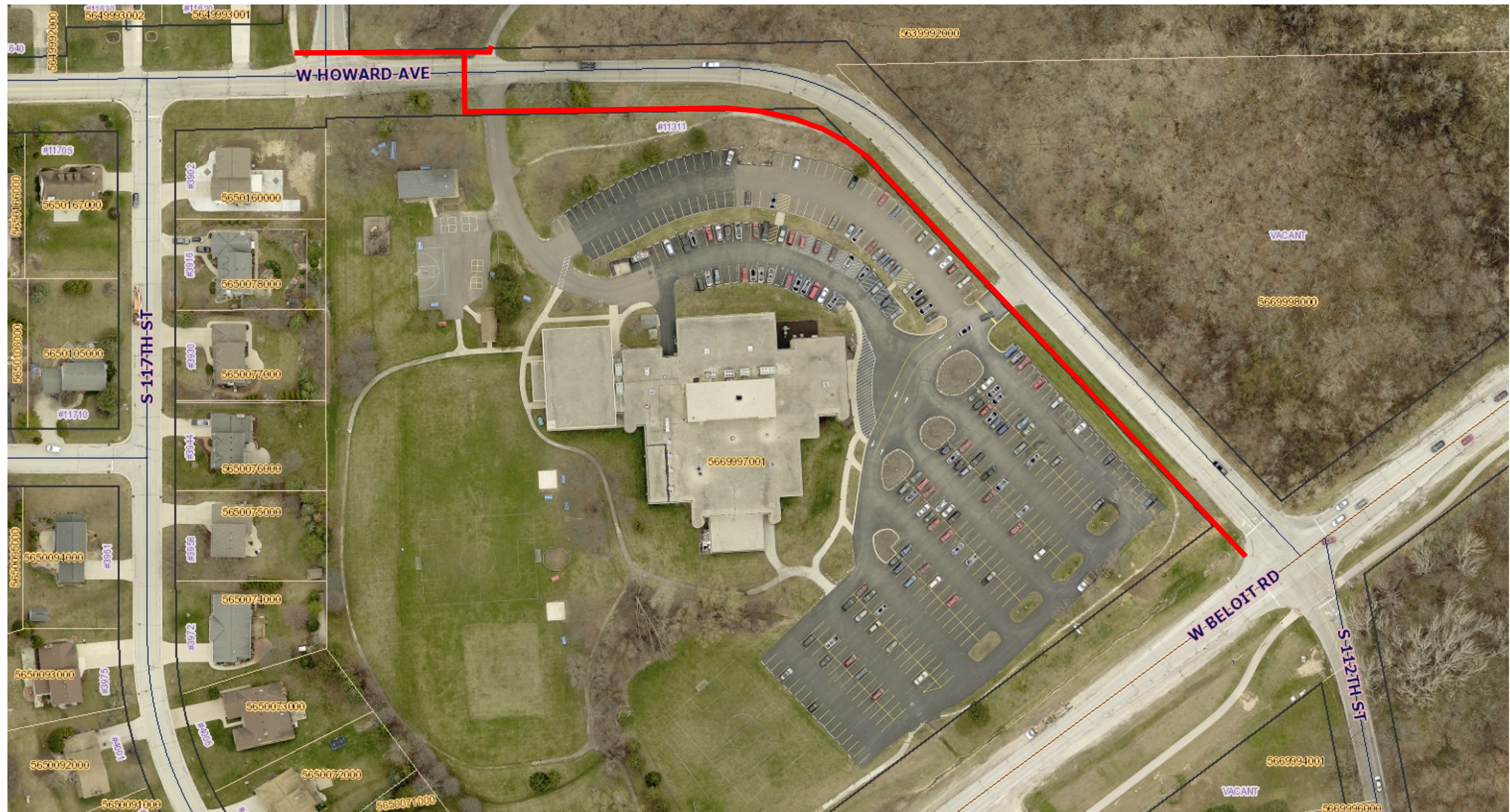
FINANCIAL:

None

RECOMMENDATION:

Approve a funding agreement with the Milwaukee Metropolitan Sewerage Commission (MMSD), for the Falcon Ridge Trail Extension Trail.

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



City of Greenfield GIS

DISCLAIMER: The City of Greenfield does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives. Greenfield GIS map data is for tax and real property listing purposes and does not represent a plat of survey.



SCALE: 1" = 100'

City of Greenfield
7325 West Forest Home Ave.
Greenfield, WI 53220

Print Date: 4/26/2024



Green Infrastructure Funding Agreement G98005P157 **Green Solutions – Greenfield Falcon Ridge Trail**

1. The Parties

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

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stats. § 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green Infrastructure (GI) such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavements reduce the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's Wisconsin Pollutant Discharge Elimination System (WPDES) permit includes a goal of fifty million gallons of GI capture capacity.
- G. The District wishes to expedite the amount of GI installed in its service area and this Agreement includes plans to install GI that supports the District's GI goals.

3. Date of Agreement

This Agreement becomes effective immediately upon the date of last signature below and ends when the Funding Recipient receives final payment from the District under this Agreement or when the parties terminate this Agreement according to Section 14 of this Agreement.

4. District Funding

The District will reimburse the Funding Recipient for the cost of the Project described in the attached project description (Project), up to \$241,256. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

5. Location of Project

The Project will be located along Howard Avenue near 116th and Beloit Road as defined in the Project description attached.

6. Baseline Report

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

- A. A site drawing and topographical map showing the Project as completed with GI assets defined;
- B. Design specifications for the Project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- C. A tabulation of the bids received, including bidder name and price;
- D. A copy of the executed construction contract(s) and a list of all permits collected during the Project construction process;
- E. A legal description of the property where the Project is located, including parcel identification numbers, if a conservation easement is required;
- F. Photographs of the Project during construction and upon Project completion;
- G. An operations and maintenance plan including details on funding for operations and maintenance;
- H. An outreach and education strategy, including a description of events or activities completed or planned;
- I. An itemization of all construction costs, with supporting documentation;
- J. A Small, Veterans, Women, and Minority Business Enterprise (SWMBE) and Equal Employment Opportunity (EEO) Report as attached and made part of this Agreement;
- K. An Economic Impact Report showing the total number of people and the estimated number of hours worked on the design and construction of the Project by the Funding Recipient, and any of its consultants, contractors, and/or volunteers that worked on the Project;
- L. Lessons learned.

7. Procedure for Payment

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

The Funding Recipient will send the Baseline Report and the invoice to:

Andy Kaminski, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
akaminski@mmsd.com

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

8. Changes in the Project and Modifications to the Agreement

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

9. Modifications to this Agreement

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

10. Project Maintenance

The Funding Recipient will maintain the Project for at least 10 years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then the Funding Recipient will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make the Funding Recipient ineligible for future District funding until the Funding Recipient corrects any maintenance problems associated with the Project.

11. Permits, Certificates, and Licenses

The Funding Recipient is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses for the Project.

12. Procurement

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

13. Responsibility for Work, Insurance, and Indemnification

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

The District will not provide any insurance coverage of any kind for the Project or the Funding Recipient as related to this Agreement.

The Funding Recipient will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against all damages, costs, liabilities, and expenses, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

14. Terminating this Agreement

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

not complete the Project. The District reserves the right to pursue any other remedies available under the law in the event of such termination.

15. Maintenance Covenant

After the completion of construction of the Project, the District shall receive a Maintenance Covenant from the Funding Recipient. The Maintenance Covenant will be limited to the Project. The term of the Maintenance Covenant will be 10 years. The Funding Recipient will cooperate with the District to prepare the Maintenance Covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between the Funding Recipient and the District for the Project other than the Maintenance Covenant to be provided to the District upon completion of construction of the Project.

17. Severability

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

18. Applicable Law

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

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorneys' fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

21. Independence of the Parties

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

22. Assignment

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

23. Public Records

The Funding Recipient will produce any records in the possession of the Funding Recipient as related to this Agreement that are subject to disclosure by the District pursuant to the State of

Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Funding Recipient will indemnify the District against all claims, demands, or causes of action resulting from any failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF GREENFIELD

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Michael J. Nietzsche
Mayor

Date: _____

Date: _____

Approved as to Form

By: _____

Vincent R. Bauer
Attorney for the District

Jennifer Goergen
City Clerk

Date: _____

By: _____

Paula Schafer
Finance Director

Date: _____

By: _____

Chris Geary
City Attorney

Date: _____

Green Infrastructure Funding Agreement G98005P157

Green Solutions – Greenfield Falcon Ridge Trail

Project Description

The Project will include the construction of a porous pavement path along Howard Avenue near 116th and Beloit Road in the City of Greenfield. The path will be adjacent to the Southwest YMCA. It will be an extension of the City of Greenfield's Falcon Ridge multi-use trail, connecting the surrounding neighborhoods to Milwaukee County's Oak Leaf multi-use trail.

The porous asphalt pavement will be 1,200 feet in length and 8 feet wide for a total of 9,600 square feet.

Schedule

The Funding Recipient will complete the Project by August 31, 2025.

Budget

Item	Total
Porous Pavement Path	\$219,900
Engineering & Inspection (approx. 10%)	\$ 21,356
Project Total:	\$241,256

Outreach and Education

The Funding Recipient will post educational signage and describe the Project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

Signage will:

1. be either designed and provided by the District or provided by the Funding Recipient and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding this Project by name, logo, or both.

Figure 1
Greenfield Falcon Ridge Trail



SWMBE / EEO Data Report
Greenfield Falcon Ridge Trail

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

Number of Employees
(Report employees in only one category)

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

Local Market Availability

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

The labor market availability figures for the Milwaukee-Waukesha Primary Metropolitan Statistical Area (PMSA) for 2024 are: Minorities 26%, Females 52%.

Local Market Availability: Minorities _____ % Females _____ %

Firm Name	_____
Address	_____
City/State/Zip	_____
Contact Person	_____
E-mail Address	_____



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 18, 2024

RELATING TO:

Approve a contract with Sigma Group for engineering services for the design of a multi-use trail.

SUMMARY:

The city is proposing to construct a multi-use asphalt paved trail, along Howard Avenue, between Beloit Road and 116th Street.

The project will be designed by the engineering firm Sigma Group.

FINANCIAL:

The cost of the work will be funded by a Green Solutions grant from the MMSD.

RECOMMENDATION:

Approve a contract with Sigma Group for engineering services for the design of a multi-use trail.

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

June 4, 2024

Project Reference #22925

Mr. Jeff Katz
Director of Neighborhood Services
City of Greenfield
7325 N. Forest Home Avenue
Greenfield, Wisconsin 53220

**SUBJECT: Civil Engineering and Survey Proposal
Pervious Asphalt Path Green Infrastructure Project
West Howard Avenue: S. 117th Street to S. Beloit Road
Greenfield, Wisconsin**

Dear Jeff,

Thank you for considering The Sigma Group, Inc. (Sigma) for civil engineering and survey services associated with this proposed green infrastructure project in the City of Greenfield (The City). Sigma's understanding of the project, proposed scope of work, fee estimate, and time frame are presented below for your review and consideration.

Sigma has significant experience designing and incorporating green infrastructure solutions into existing environments, including implementing biofiltration swales, pervious asphalt and pervious pavers in Whitefish Bay, green alleys in Shorewood, and the development of a "green parking lot" for the City of Wauwatosa, among others. We will utilize this experience base to ensure that the design meets all stakeholders needs for the project.

PROJECT UNDERSTANDING

The City is interested in utilizing "green solution funding" awarded by MMSD to design and install green infrastructure for the installation of porous asphalt pavement for a new bike and pedestrian path along W. Howard Avenue west of S. Beloit Road. This porous pavement path will provide stormwater quality and quantity improvement for the adjacent areas along with upgraded landscaping.

The following are a list of key assumptions that were made for the proposal based on our understanding of the project:

- Sigma will conduct a topographic survey for the project.
- The project will not be adding ½ acre of impervious or involve more than 1 acre of disturbance so it will be exempt from stormwater management and WDNR WRAPP Permitting.
- Sigma will provide the plans, technical specifications and front-end documents required for the complete Project Manual and place the project documents on Quest Construction Data Network for bidding.
- City staff will be responsible for submitting the MMSD Green Solutions Funding application as well as any final report documentation for reimbursement. Sigma will assist the City as needed.

- Sigma will identify any expected encroachments with associated temporary / permanent easements needed. The cost of easement preparation documents has not been included in this proposal. Sigma can provide the City a separate proposal for this work if needed.
- Any costs incurred by Sigma for plan review, permitting and QuestCDN filing will be paid by Sigma and billed at cost as a reimbursable expense to the City of Greenfield.

SCOPE OF WORK

Pervious Asphalt Path Green Infrastructure Project

- Project kick off meeting with City staff to review scope and limits of work
- Complete existing site topographic survey of the entire site
- Provide preliminary concept design for review by City staff
- Provide 50% Engineering Drawings for review by City to include:
 - Site Survey
 - Site Erosion Control Plan
 - Site Grading and Green Infrastructure Design
 - Site Landscape Plan
 - Site Details
- Provide 100% Engineering Drawings for review by City to include:
 - Site Survey
 - Site Erosion Control Plan
 - Site Grading and Green Infrastructure Design
 - Site Landscape Plan
 - Site Details
 - Encroachments with associated temporary/permanent easements needed
 - Engineer Opinion of Estimated Cost
- Provide Technical Specifications and Front-End Documents for the Project Manual
- Place project documents on Quest Construction Data Network (CDN) for electronic bidding
- Answer questions during Bidding
- Provide Recommendation of Award Letter following Bid Opening
- Construction Administration
 - Three site visits during construction
 - Contractor submittal review
 - Pay estimate review/recommendation for approval
 - Punch list inspection/creation

COST ESTIMATE

Our proposed lump sum fees for the survey and engineering services outlined above are presented below.

Pervious Asphalt Path Green Infrastructure Project	\$21,350.00
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SCHEDULE

Sigma is prepared to begin working on this project upon receipt of written authorization to proceed with an expected January 2025 Bid Opening date.

We appreciate the opportunity to assist you. Please do not hesitate to contact us at (414) 643-4119 with any questions.

Sincerely,

THE SIGMA GROUP, INC.



John Edlebeck, P.E.
Municipal Group Leader



Christopher Carr, P.E.
Vice President

Attachment

THE SIGMA GROUP, INC. SERVICES AGREEMENT

Project Reference No. 22925

THIS AGREEMENT is entered into on this 18th day of June 2024 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and City Of Greenfield, Wisconsin (hereinafter called the "Client").

WITNESSETH:

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Site.

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

2. Services.

(a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control.

(b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief; apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

3. Contract Time.

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

4. Alterations of Instruments of Service.

Client agrees that designs, plans, specifications, reports, and similar documents prepared by Sigma are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Sigma. Client warrants that Sigma's instruments of service will be used only and exactly as submitted by Sigma. Accordingly, Client shall waive any claim against Sigma, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Sigma harmless from any claim or liability for injury or loss arising from unauthorized alteration of Sigma's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Sigma for any time spent or expenses incurred by Sigma in defense of any such claim. Such compensation shall be based upon Sigma's prevailing fee schedule and expense reimbursement policy.

5. Compensation and Payment.

(a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee or time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges, therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

6. Change in Services.

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

7. Site Access, Information and Conditions.

(a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) Site and Other Information.

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) Diggers Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

8. Hazardous Materials.

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no

responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

9. No Third Party Reliance.

This Agreement shall not create any rights or benefits to parties other than Client or Sigma. Client shall not under any circumstances permit such reliance except with Sigma's express written consent. Sigma may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Sigma's liability, (ii) use such information only for the purposes contemplated by Sigma in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

10. Ownership of Instruments of Professional Service.

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Sigma as instruments of professional service are Sigma's property. Sigma shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Sigma's instruments of professional service will be made available for Client's review at any reasonable time.

11. Indemnification.

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily

injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

12. Limitation of Liability and Waiver of Consequential Damages. To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the limits of Sigma's insurance.

13. Insurance.

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

Worker's Compensation	Statutory
Employer's Liability:	\$1,000,000 per accident \$1,000,000 per employee (disease)
Commercial General Liability:	\$2,000,000 per occurrence \$2,000,000 aggregate
Pollution Coverage:	\$2,000,000 each pollution condition \$2,000,000 policy aggregate
Professional Liability Errors & Omissions:	\$2,000,000 each claim \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 per occurrence

14. Suspension and Termination.

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

15. Force Majeure.

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God, acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

16. Sigma As Independent Contractor.

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

17. Assignment of Agreement.

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

18. Subcontracts.

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

19. Survival of Obligations.

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

21. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

22. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

23. Governing Law.

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

24. Severability.

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

25. Reports and Ownership of Documents.

Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

26. Wisconsin Construction Lien Law.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SIGMA HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGMA, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGMA AGREES TO COOPERATE WITH CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

27. Counterparts.

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

28. Further Assurances.

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

29. Dispute Resolution.

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then

in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

30. Testimony.

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: City of Greenfield, Wisconsin

Signature:

Name (please print):

Title (please print):

Date:

THE SIGMA GROUP, INC.

Signature:

Name (please print): Christopher Carr, P.E.

Title (please print): Vice President

Date:

Project Reference No. 22925

**EXHIBIT A
WORK AUTHORIZATION NO. 1**

Project Reference No.: 22925

This Work Authorization is entered into by and between The Sigma Group, Inc. ("Sigma") and City of Greenfield, Wisconsin ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated June 4, 2024 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: City of Greenfield GI Porous Asphalt Trail Project

General Description of Basic Services.

Client hereby authorizes Sigma to perform and complete the following Service(s):

1. Those Services contained in Sigma's proposal dated June 4, 2024, which is attached hereto and incorporated herein by this reference #22925.

2.

Compensation.

- | | | |
|----|--|-------------|
| 1. | Civil Engineering and Survey Professional Services | \$21,350.00 |
|----|--|-------------|

2.

3.

4.

5.

6.

7.

8.

9.

10.

Other Terms. [Insert any other terms specific to the work authorization, i.e., dates of performance.]

1.

By: _____

Michael J. Neitzke

Mayor

Date _____

By: _____

Jennifer Goergen

City Clerk

Date _____

By: _____

Paula Schafer

Finance Director

Date _____

By: _____

Chris Geary

City Attorney

Date _____

Approved as to form

THE SIGMA GROUP, INC.

Signature:

Name (please print): Chris Carr, P.E.

Title (please print): Vice President

Date:



Committee: Common Council Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: June 18, 2024

RELATING TO:

Outdoor Special Event application for Milwaukee Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, 7825 W. Layton Ave., on Sunday, July 21, 2024.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Class “B” Retailer’s License (beer), Temporary Operator’s License, commercial electrical, and plumbing permits, sign permit, and Extension of Premises (band, dancing, folk dancing).

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>Beer/ Band</u> <u>Finish</u>	<u>End Time</u>
Sunday, July 21	Music, dancing, band	11:00am	6:00pm	6:00pm

Set-up: 9:00am on July 21st

Breakdown: 6:00-8:00pm on July 21st

Applicant requests that the “event type” fee of \$50 be waived.

Recommendation: Approve an Outdoor Special Event application for Milwaukee Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, 7825 W. Layton Ave., on Sunday, July 21, 2024, and all applicable licenses/permits.

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

RESOLUTION NO. _____

Special Use Permit for Cooper's Hawk, a proposed full-service restaurant, to be located at 8415 Sura Lane, submitted by Sandi LeBlanc, d/b/a LD Reeves and Lis Battle, d/b/a Aria Group. (Tax Key No. 606-0053-012)

WHEREAS, Sandi LeBlanc, d/b/a LD Reeves and Lis Battle, d/b/a Aria Group, 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 Cooper's Hawk, a proposed full-service restaurant, to be located at 8415 Sura Lane; and,

WHEREAS, the Common Council on June 18, 2024, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, met to consider the application; and,

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

1. The applicant Sandi LeBlanc, d/b/a LD Reeves, resides at 16321 Chinook Dr., Petersburg, VA 23803.
2. The applicant will purchase the property at the completion of the permitting process.
3. Cooper's Hawk will occupy approximately 11,200 sq. ft. of the commercial building to be located at 8415 Sura Lane, Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 2 of Certified Survey Map No. 9574, being a part of the Southeast ¼ of Section 21, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 606-0053-012

Said land being located at 8415 Sura Lane.

4. The applicant is proposing to establish a full-service restaurant within a new commercial building.
5. The aforesaid premise is zoned PUD (Planned Unit Development) under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 84th St. and W. Layton Ave. corridor that is developed for commercial uses. Properties to the north, south, east, and west are developed as commercial. Properties to the east 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 Sandi LeBlanc, d/b/a LD Reeves and Lis Battle, d/b/a Aria Group to establish Cooper's Hawk, a full-service restaurant, to be located within a new commercial building at 8415 Sura Lane, 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 June 11, 2024 and by the Common Council on June 18, 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 Cooper's Hawk will be 11:00am – 9:00pm, Sundays through Thursdays, and 11:00am-10:00pm Fridays and Saturdays.
4. Off-Street Parking. A total of 160 off-street parking stalls are required for Cooper's Hawk. The property will provide 183 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.

Sandi LeBlanc, d/b/a LD Reeves

Lis Battle, d/b/a Aria Group

Provided to applicant on the
_____ day of _____, 2024

City Planner

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 Chipotle, a proposed limited-service restaurant, to be located at 8515 Sura Lane, submitted by Scott Yauck, d/b/a 84South Restaurants, LLC., c/o Cobalt Partners, LLC. and Justin Johnson, d/b/a JSD Professional Services. (Tax Key No. 606-0053-011)

WHEREAS, Scott Yauck, d/b/a 84South Restaurants, LLC., c/o Cobalt Partners, LLC. and Justin Johnson, d/b/a JSD Professional Services, 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 Chipotle, a proposed limited-service restaurant, to be located at 8515 Sura Lane; and,

WHEREAS, the Common Council on June 18, 2024, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, met to consider the application; and,

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

1. The applicant Scott Yauck, d/b/a 84South Restaurants, LLC., c/o Cobalt Partners, LLC., has offices at 400 N. Broadway, Suite 100, Milwaukee, WI 53202.
2. The applicant currently owns the vacant property.
3. Chipotle will occupy approximately 2,300 sq. ft. of the commercial building to be located at 8515 Sura Lane, Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 9574, being a part of the Southeast ¼ of Section 21, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 606-0053-011

Said land being located at 8515 Sura Lane.

4. The applicant is proposing to establish a limited-service restaurant within a new commercial building.
5. The aforesaid premise is zoned PUD (Planned Unit Development) 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. Layton Ave. corridor that is developed for commercial uses. Properties to the north, south, east, and west are developed as commercial. Properties to the south are developed as residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Scott Yauck, d/b/a 84South Restaurants, LLC., c/o Cobalt Partners, LLC. and Justin Johnson, d/b/a JSD Professional Services to establish a limited-service restaurant, to be located within a new commercial building at 8515 Sura Lane, 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 June 11, 2024 and by the Common Council on June 18, 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 Chipotle will be 10:00am – 11:00pm, daily.
4. Off-Street Parking. A total of 24 off-street parking stalls are required for Chipotle. The property will provide 57 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.

Scott Yauck, d/b/a 84South Restaurants, LLC., c/o Cobalt Partners, LLC.

Justin Johnson, d/b/a JSD Professional Services

Provided to applicant on the
_____ day of _____, 2024

City Planner

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: Finance

Item Number:

Introduced By: Chief Jay Johnson

Date Introduced: 06/12/2024

RELATING TO: Discussion and decision to transfer remaining capital funds from Digital Fingerprint account to Marked / Unmarked Squads account.

SUMMARY:

Due to a mechanical failure, we have found ourselves with an unanticipated need for a K-9 Squad car changeover.

After consulting with the Greenfield Information Technology Manager, we saw a savings from the installation of a Digital Fingerprint Reader, spending only \$12,000 of the allotted \$40,000, leaving us a balance of \$28,000 in that account. We are requesting we distribute the extra funds to the below projects for the betterment of the city.

The Justification:

We are in a position where the specialty squad needs to be completed for the obvious safety and liability reasons of transporting a police dog.

The Request:

We respectfully request the funds from the 2022 Capital Equipment Plan line #5, Project # CE2204 Digital Fingerprint Submission hardware & software remaining balance of \$28,000, be transferred to 2024 Capital Equipment Plan line #34, Project # CE2406 to help defray the additional costs.

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

**CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES
RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES**

This Intergovernmental Cooperation Agreement ("Agreement"), dated 10/04/2021, is entered into pursuant to Section 66.0301 Wis. Stats. by and between the City of Wauwatosa, ("WUFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Brookfield ("CBFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of West Allis ("WAFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of St. Francis ("SFFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Greenfield ("GFFD") a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Oak Creek ("OCFD") a Wisconsin Municipal corporation on behalf of its Fire Department Milwaukee County Fire Department ("MCFD"), and the North Shore Fire Department, ("NSFD") a fire and emergency services department jointly owned and operated, by the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay, and the City of Glendale, (all Wisconsin municipal corporations). The Fire Departments are individually or collectively referred to hereafter as DEPARTMENT or DEPARTMENTS.

WHEREAS:

- A. Each DEPARTMENT recognizes that sharing resources, including training facilities and related services, promotes the cost effective and efficient use of public resources.
- B. The DEPARTMENTS have specifically identified that sharing of training facilities, equipment and personnel will mutually benefit the communities they serve by reducing the amount of staff and equipment required by each DEPARTMENT, allowing the DEPARTMENTS to share in the strength and expertise maintained by their respective training personnel and innumerable other ways.
- C. The DEPARTMENTS desire to enter into an AGREEMENT to establish procedures for sharing training facilities, equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

- 1. The DEPARTMENTS agree to share resources from time to time and to the extent mutually agreed by the DEPARTMENTS. Each DEPARTMENT shall appoint a representative (each may appoint one or more such representatives) who shall have authority to approve the sharing of specific resources as the requests arise. Each DEPARTMENT will notify in writing the other of the appointed representative(s).
- 2. Representatives of the DEPARTMENTS shall meet at least annually to discuss the facilities, resources and potential projects that may impact this AGREEMENT.

3. The DEPARTMENTS agree to abide by policies adopted by representatives of the DEPARTMENTS for use of facilities and equipment. All policies applicable to the facility and related equipment will be provided to the Fire Chief of each participating agency at least annually and when added to and/or updated.
4. The types of resources to be shared include but are not limited to:
 - Training Staff may train staff from the other DEPARTMENT;
 - Training structures, props, and equipment, may be borrowed and operated by the other DEPARTMENT
5. If resources are requested by one DEPARTMENT (USER DEPARTMENT) from the other (PROVIDING DEPARTMENT), the PROVIDING DEPARTMENT will provide a cost estimate for those resources, if requested. Reasonable overhead costs may be included. The participating DEPARTMENTS shall agree on the charges before the work is performed or the equipment shared.
6. Services, equipment or material will be provided upon reasonable request at mutually convenient times and locations. The PROVIDING DEPARTMENT has the sole discretion to honor a request and may refuse to do without any obligation to the USER DEPARTMENT. Equipment or personnel shall be returned at the PROVIDING DEPARTMENT'S request as soon as reasonably possible.
7. The PROVIDING DEPARTMENT shall maintain an accurate accounting of reimbursable charges, track expenditures and provide an itemized bill to the USER DEPARTMENT if applicable.
8. The DEPARTMENTS shall reconcile the amounts owed to each other at least every 30 days and, when practical, offset the respective charges rather than exchanging payments.
9. Each DEPARTMENT will provide funding in accordance as outlined in the chart below annually for the maintenance and upkeep of the training facility located at 11100 W. Walnut Rd. WAUWATOSA will be the DEPARTMENTD for this cost. WAUWATOSA will segregate the funds from general operating and capital funds and designate these funds specifically for training facility. This obligation to make annual maintenance payments shall continue as long as WAUWATOSA allows the use of its training facility by the DEPARTMENTD. If WAUWATOSA terminates the Agreement under No. 16 below, then the DEPARTMENTS shall be entitled to a refund of their respective annual capital expense fee, prorated to the amount of time remaining in the current

annual period. All contributions will increase annually by the Milwaukee area total CPI for the previous calendar year not to exceed 2%.

Capital Expenses (Annual) 2024							
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD
\$6,120	\$6,120	\$3,060	\$2,040	\$5,100	\$2,040	\$6,120	6,120
Instructor Fee (if students enrolled in JFTA)							
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD
\$0	\$0	\$0	\$1,020	N/A	\$1,020	\$0	\$0
Expendable Supplies (Per student enrolled in JFTA)							
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD
\$200	\$200	\$200	\$200	N/A	\$200	\$200	\$200

10. WAUWATOSA has complete discretion on the potential change of use of the property at 11100 W. Walnut Rd. This agreement does not imply ownership of the property or related facilities and equipment on the property by the DEPARTMENTS.
11. Contribution of funds in addition to the annual payment identified in #9 above for the training facilities, props and related equipment must be mutually agreed to by all the parties.
12. Nothing in this AGREEMENT shall alter the employment status of any employees providing services under this AGREEMENT. Such employees shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. The USER DEPARTMENTS shall not be responsible for any salaries, wages, compensation or benefits for the PROVIDING DEPARTMENT'S employees performing services to a USER DEPARTMENT under this AGREEMENT.
13. Each DEPARTMENT shall be solely responsible for its own acts and those of its employees under this AGREEMENT. The employees that may provide services under this AGREEMENT shall continue to be the employees of his or her employing DEPARTMENT and shall be covered by his or her employing DEPARTMENT for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin statutes and any civil liability. Any employee while receiving or providing training services under this AGREEMENT is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing DEPARTMENT.
14. None of the DEPARTMENTS shall be responsible or liable for consequential damages to the other DEPARTMENTS arising out of providing or using training services or resources, equipment or services under this AGREEMENT.

15. Each DEPARTMENT has insurance covering the facilities and equipment that may be used by the other DEPARTMENT. The parties agree to hold each other harmless for damages to property, damage to or loss of equipment, injury to personnel or repayment of compensation arising as a result of services or use of resources under the AGREEMENT. Each DEPARTMENT will provide a copy of this signed AGREEMENT to its insurance carrier and confirm in writing that its facilities and equipment are adequately insured while shared under this AGREEMENT. The general liability and automobile liability policies covering each DEPARTMENT are to contain, or be endorsed to contain, the following provisions:

(WUFD/CBFD/WAFD/SFFD/MCFD/NSFD/GFFD/OCFD), its elected and appointed officials, officers, employees or authorized representatives, are to be provided additional insured status as respects: liability arising out of activities performed and vehicles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection afforded to (WUFD/CBFD/WAFD/NSFD/MCFD/SFFD), its elected and appointed officials, officers, employees or authorized representatives.

16. The parties acknowledge that each is a governmental entity entitled to governmental immunity under the common law and under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
17. This Agreement may be amended at any time by unanimous consent of the parties as determined by the governing units of the parties.
18. Additional entities may become parties to this Agreement upon acceptance and execution of this Agreement, and sending the executed Agreement to all parties.
19. This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any party may withdraw from the Agreement by providing written notice no later than July 1st. The withdrawal shall not be effective until January 1st of the following year after notice thereof has been served upon or sent to all other parties. The withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the

parties as determined by the governing units of the parties. For the purposes of this paragraph, notice shall be delivered to each DEPARTMENT'S Fire Chief.

20. Each party shall defend, indemnify and hold harmless and defend the other party and its officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "INDEMNIFIED PARTIES") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including reasonable attorney fees and all other costs and expenses of litigation), of every kind and description, or damage to persons or property of others, arising out of or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of that DEPARTMENT, its agents, assigns, or employees. Each party agrees to protect itself and the other party under this indemnity agreement with the insurance coverages and securities set forth in this agreement. To the extent that indemnification is available and enforceable, it is agreed the parties or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.
21. Survival of Provisions. All indemnification obligations of each party under this Agreement shall survive the expiration or earlier termination of this Agreement with respect to any and all claims and causes of action arising from events occurring prior to the expiration or termination of this Agreement. Such obligations shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire.
22. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declare that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraph, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard any invalidation.
23. This Agreement shall be effective upon proper approval and execution hereof by at least two parties. The effective date shall be the date upon which the second party executed the Agreement. As to all subsequently added parties, the effective date shall be the date upon which the newly added party properly executed the Agreement.

NOW, THEREFORE, in acknowledgement of the acceptance of this Agreement, each of the parties have caused this CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES to be duly executed in its name and behalf by its authorized representatives, who have signed with concurrence of a majority of its governing board.

END OF TERMS – SIGNATURE PAGE FOLLOWS

CITY OF WAUWATOSA

James Case

10/04/2021

James Case, Fire Chief

Date

CITY OF GREENFIELD

SIGNED BY APPROPRIATE PARTY

Date



Committee: Finance & Human Resources Committee

Item Number:

Introduced By: Katz

Date Introduced: June 12, 2024

RELATING TO:

Discussion and decision of a resolution allocating Tax Improvement District 4 (TID 4) funds for business development improvements.

SUMMARY:

Tax Incremental Financing District 4 (TID 4) was created when Meijer was constructed, to fund infrastructure and other business development improvements, through increased tax revenue generated by the increase in property value.

The city can identify projects business improvements that encourage and facilitate the desired development, and provide financial and quality of life benefits to the city.

The former River Falls Family Fun Center, now doing business as Holey Mackerel, has long been a popular asset to the community since 1995. The business, which is located next to Konkell Park, provides unique recreational opportunities for our residents that add to and complement the programs provided by the city's park system. The city's annual Mini-Golf event is an important fundraiser for Partners of Parks and Recreation.

TID 4 funds are available, and can be used for eligible business improvements that will benefit the city. Holey Mackerel is proposing infrastructure and other improvements in the amount of \$520,000 that will improve its street presence, and allow it to provide recreational opportunities that complement Konkell Park. For example, its batting cages complement our softball diamonds and leagues.

Holey Mackerel and the Greenfield Department of Parks and Recreation, will work cooperatively as partners to add to and enhance the recreational opportunities offered to the residents in our community. Allowing residents to use their parking lot during special events like our 4th of July Celebration has been invaluable as a way to provide much needed extra parking.

Adopting this resolution would authorize distribution of funds in a total amount not to exceed \$520,000, for qualified business improvements that meet the goal of the TID.

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

RESOLUTION NO.

RESOLUTION GRANTING TID 4 FUNDING

WHEREAS, the City of Greenfield Common Council created Tax Incremental Financing District 4 (TID 4) to fund infrastructure and other development improvements, through increased tax revenue generated by the increase in property value; and

WHEREAS, the city identifies projects that encourage and facilitate the desired development that will provide financial and quality of life benefits to the city; and

WHEREAS, the former River Falls Family Fun Center, now doing business as Holey Mackerel, has been a popular asset to the community since 1995; and

WHEREAS, the business, which is located next to Konkel Park, provides unique recreational opportunities for our residents that add to and complement the programs provided by the city's park system; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Greenfield, that TID 4 funds are available for eligible business improvements that will benefit the city; and

BE IT FURTHER RESOLVED, that Holey Mackerel is proposing infrastructure and other improvements that will improve its street presence, and allow it to provide popular and new recreational opportunities that complement Konkel Park; and

BE IT FURTHER RESOLVED, that all projects and invoices must be approved by the city, in a total amount not to exceed \$520,000; and

BE IT FURTHER RESOLVED, Holey Mackerel and the Greenfield Department of Parks and Recreation, will work cooperatively as partners to add to and enhance the recreational opportunities offered to the residents in our community.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 18th day of June, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

**COMMON COUNCIL
OF THE
CITY OF GREENFIELD**

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE THE EXECUTION AND SUBMISSION OF
REQUIRED DOCUMENTS RELATED TO THE NATIONAL OPIOID SETTLEMENTS
BY CITY STAFF IN CONSULTATION WITH RETAINED LITIGATION COUNSEL
AND THE CITY ATTORNEY.**

WHEREAS, in November of 2019, the Common Council of the City of Greenfield authorized the City to enter into an engagement agreement with Phipps Ortiz Talafuse LLC, previously operating under the name Phipps Deacon Purnell PLLC (the “Law Firm”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the City’s expenditure of vast money and resources to combat the opioid epidemic; and

WHEREAS, on behalf of the City, the Law Firm filed a lawsuit against the Opioid Defendants; and

WHEREAS, the Law Firm filed similar lawsuits on behalf of other Wisconsin Municipalities in state court in Wisconsin but the Wisconsin cases were removed to federal court and are currently coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned In re: Opioid Litigation, MDL 2804 (the “Litigation”); and

WHEREAS, additional Wisconsin cities and counties hired separate counsel and joined the Litigation; and

WHEREAS, since the inception of the Litigation, the Law Firm has coordinated with counsel from around the country (including counsel for other Wisconsin cities and counties) to prepare the City’s case for trial and engage in extensive settlement discussions with the Opioid Defendants; and

WHEREAS, as the Litigation progresses, defendants continue to reach settlement agreements (“National Opioid Settlements”) which necessitate Common Council action to authorize staff to complete, execute, and submit documents required to opt in or opt out of the proposed settlement agreements by set deadlines; and

WHEREAS, due to the frequency with which the National Opioid Settlements are reached and the set opt in/opt out deadlines, City staff must obtain Common Council approval, complete, execute, and submit the required documents in a short timeframe; and

WHEREAS, prior authorization from the Common Council for City staff to complete, execute, and submit required documents related to the National Opioid Settlements would expedite the opt in/opt out process and would authorize staff to work with the retained Law Firm and the City Attorney on matters related to the National Opioid Settlements.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Greenfield hereby authorizes City staff to complete, execute, and submit required documents, including but not limited to required releases, related to opting into the National Opioid Settlements as is consistent with past practice and to consult and work with the Law Firm and the City Attorney on matters related to the National Opioid Settlements.

BE IT FURTHER RESOLVED, that any documents not consistent with the past practice of opting into the National Opioid Settlements, including but not limited to the decision to opt out of a specific settlement and the decision to approve any state/local memoranda of understanding for the National Opioid Settlements or the Litigation, may not be completed, executed and submitted by staff without further express Common Council authorization.

Approved:

Michael Neitzke, Mayor

Date Approved: June 18, 2024

This is to certify that the foregoing resolution as adopted by the Common Council for the City of Greenfield, Wisconsin, at a meeting held on the 18th day of June, 2024.

Jennifer Goergen, City Clerk

PACKETS FOR TUESDAY, 6 / 12 / 2024

FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	5/17/2024	\$	406,522.05
AP CHECKS	5/24/2024	\$	988,255.67
AP CHECKS	5/31/2024	\$	581,037.47
AP CHECKS	6/7/2024	\$	385,254.46

WIRE TRANSFERS - MAY		\$	6,230,093.33
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P-CARDS - MAY		\$	276,767.14
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TOTAL \$			8,867,930.12
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CC: PAULA

CC: FINANCE FOLDER

ACCOUNT CLASSIFICA AND FUNCTION		2023 ACTIVITY	2024 ORIGINAL BUDGET	2024 ACTIVITY THRU 05/31/24	BALANCE REMAINING
DESCRIPTION					
ESTIMATED REVENUES					
TAXES	TAXES	20,099,466	20,154,229	20,087,593	66,636.00
INTGOV	INTERGOVERNMENTAL	4,263,172	5,074,404	1,162,512	3,911,892.00
L&P	LICENSES AND PERMITS	1,156,512	1,218,950	562,791	656,159.00
FINES	FINES-FORFEITS-PENALTIES	830,004	802,000	265,690	536,310.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,462,918	1,983,500	954,264	1,029,236.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,585,017	1,388,561	124,232	1,264,329.00
MISC REV	MISCELLANEOUS REVENUE	851,295	487,369	322,703	164,666.00
OTH FIN	OTHER FINANCING SOURCES		600,447	331	600,116.00
TOTAL ESTIMATED REVENUES		31,248,384	31,709,460	23,480,116	8,229,344.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,116,923	4,242,413	1,628,136	2,614,277.00
PS	PUBLIC SAFETY	19,947,346	20,783,414	7,597,017	13,186,397.00
PW	PUBLIC WORKS	4,265,084	4,080,839	1,929,406	2,151,433.00
HHS	HEALTH AND HUMAN SERVICES	565,873	972,687	811,905	160,782.00
CRE	CULTURE, REC AND EDUCATION	1,186,812	1,400,244	416,598	983,646.00
PD	PLANNING AND DEVELOPMENT	187,569	214,863	92,834	122,029.00
OTHER	OTHER FINANCING SOURCES (USES)	188,343	15,000	15,569	(569.00)
TOTAL APPROPRIATIONS		30,457,950	31,709,460	12,491,465	19,217,995.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		790,434		10,988,651	10,988,651.00
BEGINNING FUND BALANCE		9,460,411	10,250,851	10,250,851	
ENDING FUND BALANCE		10,250,845	10,250,851	21,239,502	

MAY 2024
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,727,506.14	12/31/2001	variable		\$115.84	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,878,275.00	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$0.00					
Ehlers Investment Partners X- GRD 2021B	\$318,758.05	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$2,263,270.25					
Ehlers Investment Partnes X - 2022A X-3025	\$772,879.18					
Associated Bank Investments	\$6,550,053.92	3/15/2022	variable			
Totals	\$19,510,742.54				\$115.84	

LOCAL GOVERNMENT INVESTMENT POOL

May 2024 Statement

April Ending Balance	\$	40,092,868.31
3 Deposit (s) in May		1,484,974.18
2 Withdrawal(s) in May		4,000,000.00
May Interest Earnings @ 5.38%		178,427.36
TOTAL	\$	37,756,269.85