



COMMON COUNCIL MEETING AGENDA

Tuesday, November 19, 2024 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the November 6, 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 Encircle Family Services, Inc., a proposed family and individual services business, located at 10335 W. Oklahoma Ave., Suite 203, submitted by Charles Greer, MSW, d/b/a Encircle Family Services, Inc. (Tax Key No. 524-8984-010) (PC-10/8/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Encircle Family Services, Inc., a proposed family and individual services business, located at 10335 W. Oklahoma Ave., Suite 203, submitted by Charles Greer, MSW, d/b/a Encircle Family Services, Inc. (Tax Key No. 524-8984-010) (PC-10/8/24 Kastner)
 - b. Approve a Site Plan Review for Encircle Family Services, Inc., a proposed family and individual services business, located at 10335 W. Oklahoma Ave., Suite 203, submitted by Charles Greer, MSW, d/b/a Encircle Family Services, Inc. (Tax Key No. 524-8984-010) (PC-10/8/24 Kastner)
 - 2. Public Hearing on a Special Use Permit for Magnolia Aesthetics, a proposed medical spa, to be located at 10901 W. Sunset Ln., Suite 208, submitted by Serena Barinaga, d/b/a Magnolia Aesthetics, LLC. (Tax Key No. 609-9994-009) (PC-10/8/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Magnolia Aesthetics, a proposed medical spa, to be located at 10901 W. Sunset Ln., Suite 208, submitted by Serena Barinaga, d/b/a Magnolia Aesthetics, LLC. (Tax Key No. 609-9994-009) (PC-10/8/24 Kastner)
 - b. Approve a Site Plan Review for Magnolia Aesthetics, a proposed medical spa, to be located at 10901 W. Sunset Ln., Suite 208, submitted by Serena Barinaga, d/b/a Magnolia Aesthetics, LLC. (Tax Key No. 609-9994-009) (PC-10/8/24 Kastner)
 - 3. Public Hearing on a Special Use Permit for Piña Mexican Eats, a proposed food truck business, located at 4305 W. Layton Ave., submitted by Sandra Madrigal, d/b/a Los Mariachis. (Tax Key No. 620-9999-002) (PC-10/8/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Piña Mexican Eats, a proposed food truck business, located at 4305 W. Layton Ave., submitted by Sandra Madrigal, d/b/a Los Mariachis. (Tax Key No. 620-9999-002) (PC-10/8/24 Kastner)

- b. Approve a Site Plan Review for Piña Mexican Eats, a proposed food truck business, located at 4305 W. Layton Ave., submitted by Sandra Madrigal, d/b/a Los Mariachis. (Tax Key No. 620-9999-002) (PC-10/8/24 Kastner)
 4. Public Hearing on the Ordinance to adopt a Land Use Map amendment to the 2020 City of Greenfield Comprehensive Plan for the property located at 4860 S. 87th St. from Planned Business to Single Family Residential, submitted by William Gentil, d/b/a Grapevine Realty. (Tax Key No. 615-9987-002) (PC-9/10/24 Kastner)
 - a. Approve the Ordinance to adopt a Land Use Map amendment to the 2020 City of Greenfield Comprehensive Plan for the property located at 4860 S. 87th St. from Planned Business to Single Family Residential, submitted by William Gentil, d/b/a Grapevine Realty. (Tax Key No. 615-9987-002) (PC-9/10/24 Kastner)
 - b. Approve the Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 4860 S. 87th St. from Planned Unit Development District to R-2 Single-Family Residential Conservation District, submitted by William Gentil, d/b/a Grapevine Realty. (Tax Key No. 615-9987-002) (PC-9/10/24 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)
- K. New Business
 1. Approve applications for 2024-2025 operator licenses (Goergen)
 2. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Hunting Season Kick-Off event on November 23, 2024, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
 3. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Black Friday Shopping Event on November 29, 2024, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
 4. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Ladies Shopping Day event on December 6, 2024, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
 5. Adopt an ordinance to Amend Subsection 13.03(12) and to Repeal Subsection 13.03(18) of the Code of Ordinances for the City of Greenfield Pertaining to Alcohol Licensing [Discussion and possible recommendation as to alcohol licensing ordinance amendments. (LC 11/11/24 Drzewiecki)]
 6. Approve a Certified Survey Map for a proposed modification of lot line location between two parcels located at 12101 W. Howard Ave. and 12114 W. Waterford Ave., submitted by Thomas and Mary Gavinski, owners, and Dan Bednar, d/b/a Land Surveys, Inc. (Tax Key Nos. 565-9992-001 and 565-0058-001) (PC-11/12/24 Kastner)

7. Approve Site and Landscaping Plans for a loading area at 6131 W. Cold Spring Rd., an existing multi-tenant commercial property, submitted by Jigar Chaudhari, d/b/a Jaystores, LLC, Samuel Olson, d/b/a SOS Landscape & Concrete, LLC, and Peter Ritzman, d/b/a Daar Engineering. (Tax Key No. 603-9999-001) (PC-11/12/24 Kastner)
8. Approve an Outdoor Special Event application for Crunch Fitness Founders Day Sale, to be located at 6251 S. 27th Street, on Saturday, November 23, 2024. Application includes the following combination of licenses/permits: Outdoor Special Event and Commercial building permit. (Vlach)
9. Discussion and decision to approve an addendum to the existing Rebound Recovery agreement to extend services during 2025 through 2027 (J. Foley)
10. Discussion/decision regarding customer service agreement for document destruction services for City Hall (11/13/24 F&HR S. Saryan)
11. Discussion/decision to transfer funds from the Fire Department CE2432 (Ambulance 806) account to the CE2434 account (Pierce fire engine) for the purpose of fire equipment (11/13/24 F&HR S. Saryan)
12. Adopt an ordinance amending Section 3.12(7)(a) and Section 3.12(7)(g) of the Greenfield Municipal Code regarding Emergency Medical Services & Accident Rates [Discussion/decision to approve the recommended changes to the ambulance and car accident billing rates outlined in ordinance 2922 (11/11/24 LC A. Drzewiecki; 11/13/24 F&HR S. Saryan)]
13. Discussion/decision to approve a services agreement between Fire Recovery USA, LLC and the Greenfield Fire Department. (11/13/24 F&HR S. Saryan)
14. Accept September 2024 financial statements. (11/13/24 F&HR S. Saryan)
15. Approval of schedules of disbursements in the amount of \$2,915,486.07. (11/13/24 F&HR S. Saryan)
16. Approval of mileage reimbursements in the amount of \$1,109.99. (11/13/24 F&HR S. Saryan)
17. Accept investments and reinvestments for September 2024. (11/13/24 F&HR S. Saryan)
18. Accept investments and reinvestments for October 2024. (11/13/24 F&HR S. Saryan)
19. 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. Adrian Rodriguez
20. Adjourn closed session and reconvene into open session.
21. Decision re: 2024-2025 Operator's License for Adrian Rodriguez. (Goergen)

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 Encircle Family Services, Inc., a proposed family and individual services business, located at 10335 W. Oklahoma Ave., Suite 203, submitted by Charles Greer, MSW, d/b/a Encircle Family Services, Inc. (Tax Key No. 524-8984-010)

WHEREAS, Charles Greer, MSW, d/b/a Encircle Family Services, Inc., duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Encircle Family Services, Inc., a proposed family and individual services business, located at 10335 W. Oklahoma Ave., Suite 203; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 19, 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, Charles Greer, MSW, d/b/a Encircle Family Services, Inc., resides at 9216 N. Fairy Chasm Lane, Brown Deer, WI 53273.
2. The applicant will lease a portion of the multi-tenant commercial building owned by 10335 Oklahoma LLC, 10335 W. Oklahoma Ave., Unit 300, Greenfield, WI 53227.
3. Encircle Family Services will occupy approximately 800 sq. ft. of tenant space within the multi-tenant commercial building located at 10335 W. Oklahoma Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 4208, plus the North ½ of vacated avenue adjacent on the South, all being a part of the Northwest ¼ of Section 17, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 524-8984-010

Said land being located at 10335 W. Oklahoma Ave.

4. The applicant is proposing to establish a family and individual services business 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 other individual and family services as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the W. Oklahoma Ave. commercial corridor. Properties to the west are developed as institutional. Properties to the south and east are developed as commercial. Properties to the north 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 Charles Greer, MSW, d/b/a Encircle Family Services, Inc. to establish Encircle Family Services, Inc., a proposed family and individual services business, located at 10335 W. Oklahoma Ave., Suite 203, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on October 8, 2024 and by the Common Council on November 19, 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 Encircle Family Services, Inc., will be 8:00am – 6:00pm, daily.
4. Off-Street Parking. The entire multi-tenant commercial building requires a total of 75 off-street parking spaces. The property will provide 59 off-street parking stalls. 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.

Charles Greer, MSW, d/b/a Encircle Family Services, Inc.

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 Magnolia Aesthetics, a proposed medical spa, to be located at 10901 W. Sunset Ln., Suite 208, submitted by Serena Barinaga, d/b/a Magnolia Aesthetics, LLC. (Tax Key No. 609-9994-009)

WHEREAS, Serena Barinaga, d/b/a Magnolia Aesthetics, 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 Magnolia Aesthetics, a proposed medical spa, located at 10901 W. Sunset Ln., Suite 208; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 19, 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, Serena Barinaga, d/b/a Magnolia Aesthetics, resides at 3477 N. Lake Dr., Milwaukee, WI 53211.
2. The applicant will rent a portion of the multi-tenant commercial building owned by Avery and Birch, LLC, 10901 W. Sunset Ln., Greenfield, WI 53228.
3. Magnolia Aesthetics will occupy approximately 110 sq. ft. of tenant space within the multi-tenant commercial building located at 10901 W. Sunset Ln., Suite 208, Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

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

Tax Key No. 609-9994-009

Said land being located at 10901 W. Sunset Ln.

4. The applicant is proposing to establish a medical spa business within the existing commercial building.
5. The aforesaid premise is zoned PUD Planned Unit Development District under the Zoning Ordinance of the City of Greenfield, which permits other personal care services as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 108th St. commercial corridor. Properties to the north and south are developed as commercial and residential uses. Properties to

the west are developed as residential uses. Properties to the east are developed as commercial uses.

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 Serena Barinaga, d/b/a Magnolia Aesthetics to establish Magnolia Aesthetics, a proposed medical spa, located at 10901 W. Sunset Ln. Suite 208, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on October 8, 2024 and by the Common Council on November 19, 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 Magnolia Aesthetics, will be 9:00am to 7:00pm, Sundays through Fridays, and 9:00am to 5:00pm on Sundays.
4. Off-Street Parking. The entire multi-tenant commercial building requires a total of 105 off-street parking spaces. The property will provide 88 off-street parking stalls. The shortage was waived when Avery & Birch LLC appeared before Plan Commission and Common Council in November/December of 2021.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance

activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.

9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.

10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from by a four-sided board-on-board refuse enclosure provided on site.

11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.

12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.

13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

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

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

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

17. Miscellaneous.

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

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

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

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

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin

or the United States on the premises covered by the special use, then the special use may be terminated.

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

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

Serena Barinaga, d/b/a Magnolia Aesthetics, 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

RESOLUTION NO. _____

Special Use Permit for Piña Mexican Eats, a proposed food truck business, located at 4305 W. Layton Ave., submitted by Sandra Madrigal, d/b/a Los Mariachis. (Tax Key No. 620-9999-002)

WHEREAS, Sandra Madrigal, d/b/a Los Mariachis, 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 Piña Mexican Eats, a proposed food truck business, located at 4305 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 19, 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, Sandra Madrigal, d/b/a Los Mariachis, resides at 4733 S. 43rd St., Greenfield, WI 53220.
2. The applicant owns the property located at 4305 W. Layton Ave., Greenfield, WI 53220.
3. Piña Mexican Eats will occupy approximately 1,000 sq. ft. of the commercial building located at 4305 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Northeast 1/4 of Section 26, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin, which is bounded and described as follows:

Commencing at a point on the east line of said 1/4 Section, 290 feet South of the Northeast corner of said 1/4 Section; thence West 175 feet to a point; thence North 80 feet to a point; thence East 9.96 feet to a point; thence North to the North line of said 1/4 Section; thence East to the East line of said 1/4 Section; thence South to the point of beginning. Excepting therefrom the North 60 feet and the East 55 feet for public street purposes.

Tax Key No. 620-9999-002

Said land being located at 4305 W. Layton Ave..

4. The applicant is proposing to establish a food truck business 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 mobile food vendors 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. commercial corridor. Properties to the north, east, and west are developed for commercial uses. Properties to the south are developed for residential uses.

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 Sandra Madrigal, d/b/a Los Mariachis, for establishment of a proposed food truck business, located at 4305 W. Layton Ave, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on October 8, 2024 and by the Common Council on November 19, 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 Piña Mexican Eats, will be 11:00am to 6:00pm, Monday through Saturday.
4. Off-Street Parking. The entire commercial building requires a total of 119 off-street parking spaces. The property will provide 73 off-street parking stalls. Common Council may waive this 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.

Sandra Madrigal, d/b/a Piña Mexican Eats

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

ORDINANCE NO. _____

Ordinance to adopt a Land Use Map amendment to the 2020 City of Greenfield Comprehensive Plan for the property located at 4860 S. 87th St. from Planned Business to Single Family. (Tax Key No. 615-9987-002)

WHEREAS, the City has prepared the Land Use Map Amendment pursuant to Wis. Stat. § 66.1001; and,

WHEREAS, the planning process for the Land Use Map Amendment was open to the public and numerous efforts were made to assure the broadest participation to establish the goals and elements considered for and contained within the plan in compliance with Sec. 66.1001 of the Wisconsin Statutes; and,

WHEREAS, on September 10, the City of Greenfield Plan Commission by majority vote recommended that the Common Council approve an ordinance for the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan in compliance with the requirements of Sec. 66.1001(4)(b) of Wisconsin Statutes; and,

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing on November 19, 2024, upon a proposal to amend the Land Use Map to the City of Greenfield Comprehensive Plan; and,

WHEREAS, notice of said hearing has been duly published in the official City of Greenfield newspaper and a period of at least thirty (30) days has expired after the last publication before said hearing, as required by State Statutes; and,

WHEREAS, following the Public Hearing and upon consideration of the Plan Commission's recommendation, and all public comment received at the hearing, the Common Council finds that the proposed amendment furthers the coordinated, adjusted and harmonious development of the City which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

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

PART I. The Greenfield Common Council, does by enactment of this ordinance, pursuant to Sec. 66.1001(4) of the Wisconsin Statutes, formally adopt the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan to redesignate the Future Land Use Map within the City's Comprehensive Plan (Chapter Three: Land Use) Planned Business to Single Family (Tax Key No. 615-9987-002) Greenfield, Milwaukee County, Wisconsin, (map attached as Exhibit A hereto and incorporated herein by reference) more particularly described as follows:

Parcel 2 of Certified Survey Map No. 4658, being a part of the Northwest ½ of Section 28, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 615-9987-002

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

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

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

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

Exhibit A: Existing Land Use Map



ORDINANCE NO. _____

Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 4860 S. 87th St. from PUD Planned Unit Development District to R-2 Single-Family Residential Conservation District. (Tax Key No. 615-9987-002)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing in the Common Council Chambers of City Hall at Greenfield, Wisconsin, on Tuesday, the 19th day of November 2024, at 7:00 p.m. or soon thereafter, upon a proposal to rezone the property located at 4860 S. 87th St. from PUD Planned Unit Development District to R-2 Single-Family Residential Conservation District; and,

WHEREAS, notice of said hearing has been duly published in the official City of Greenfield newspaper and a period of at least ten (10) days has expired after the last publication before said hearing, as required by State Statutes; and,

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

PART I. The Official Greenfield Zoning Map described in Section 21.04.0102 of the Municipal Code is hereby amended to provide that the following described land shall be and is hereby rezoned from PUD Planned Unit Development District to R-2 Single-Family Residential Conservation District to-wit:

Parcel 2 of Certified Survey Map No. 4658, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Said land contains approximately 25,452 square feet, or 0.5843 acres of land, more or less, and is located at:

4860 S. 87th St. (Tax Key No. 615-9987-002)

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of November, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

11/15/2024

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Brenda L Rodriguez	4220 S Ravinia DR #201	Greenfield, WI 53221
Briana Robin Weems	1340 S 93rd ST	West Allis, WI 53214
Nicole Marie Olender	4329 S 47TH ST	Greenfield, WI 53220

1. Andy's gas station - 4710 S. 108 St.
2. BP gas station - 12345 W. Layton Ave.
3. Citgo gas station - 3900 S. 92 St.
4. BP gas station - 4715 S. 27 St.
5. Speedway gas station - 6000 W. Layton Ave.
6. Speedway gas station - 3390 W. Loomis Rd.
7. Amoco gas station - 5030 W. Loomis Rd.
8. Citgo gas station - 5235 W. Loomis Rd.
9. Walgreens - 4688 S. 108 St.
10. Walmart - 10600 W. Layton Ave.
11. Forest Home Beer, Wine, Liquor - 5612 W. Forest Home Ave.
12. Cold Spring Liquor - 6115 W. Cold Spring Rd.

13. Total Wine - 8680 Sura Ln.
14. Paul's Wine & Liquor - 4955 S. 27 St.
15. Villager Food Mart - 6845 W. Layton Ave.
16. Loomis Beer, Wine, Liquor - 4415 W. Loomis Rd.
17. Jen's Beer & Liquor - 4312 W. Howard Ave.
18. Sendik's - 7901 W. Layton Ave.
19. Ray's Butcher Shop - 4640 W. Loomis Rd.
20. Meijer - 5800 W. Layton Ave.
21. Metro Market (pns) - 4279 S. 76 St.
22. Aldi - 4225 S. 108 St.
23. Aldi - 4615 W. Layton Ave.
24. Festival Foods - 4777 S. 27 St.



CITY OF GREENFIELD BUSINESS LICENSE LIST

CLASS A BEER

<u>LICENSE NO.</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
CA23-0057	4710 LLC	4710 S 108th ST Greenfield , WI 53228	(414) 427-1661
<u>AGENT:</u>	Vimal Kapila, Agent	4440 S 117th St. GREENFIELD , WI 53228	(414) 427-1661
<u>TRADE NAME:</u>	Andy's on Hwy 100	4710 S 108th ST Greenfield , WI 53228	(414) 427-1661
<u>MAIL TO:</u>	4710 LLC	4710 S 108TH ST GREENFIELD , WI 53228	(414) 427-1661
<u>LOCATION/</u> <u>PREMISES:</u>	FIRST FLOOR, WALK IN COOLER, LOCATED AT 4710 S. 108TH ST		
CA23-0058	JTT Enterprises Inc.	12345 W Layton AVE Greenfield , WI 53228	(414) 529-3646
<u>AGENT:</u>	Judith Schwartz, Agent	W3109 McDonald Rd. Lake Geneva , WI 53147	
<u>TRADE NAME:</u>	Layton Petro Mart	12345 W Layton AVE Greenfield , WI 53228	(414) 529-3646
<u>MAIL TO:</u>	JTT Enterprises Inc.	PO BOX 183 Lake Geneva , WI 53147	(262) 248-2989
<u>LOCATION/</u> <u>PREMISES:</u>	COOLERS, BACKROOMS, SALES FLOOR AT LAYTON PETRO MART, LOCATED AT 12345 W LAYTON AVE.		
CA23-0059	Binta Inc	3900 S 92nd ST GREENFIELD , WI 53228	(414) 327-3444
<u>AGENT:</u>	Kaushal J Malde, Agent	4026 S 118th St. GREENFIELD , WI 53228	
<u>TRADE NAME:</u>	Xpress Food Mart	3900 S 92nd ST GREENFIELD , WI 53228	(414) 327-3444
<u>MAIL TO:</u>	Binta Inc	3900 S 92nd ST GREENFIELD , WI 53228	(414) 327-3444
<u>LOCATION/</u> <u>PREMISES:</u>	CONVENIENCE STORE WITH STORAGE IN BACK LOCATED AT 3900 S 92ND ST		

CA23-0060 Walgreen Co.

4688 S 108th ST GREENFIELD, WI 53228

(414) 427-1328

AGENT: Laurie McCloud, Agent

354 Hirst Ct Lake Bluff, IL 60044

(847) 914-2500

TRADE NAME: Walgreens #04827

4688 S 108th ST GREENFIELD, WI 53228

(414) 427-1328

MAIL TO: Walgreen Co.

PO BOX 901 Deerfield, IL 60015

(847) 315-2297

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

PREMISES:

CA23-0061 Sunil Petro Inc.

4715 S 27th ST Greenfield, WI 53221

(414) 817-9104

AGENT: Kavita Sharma, Agent

8624 S Roxbury Way Oak Creek, WI 53154

TRADE NAME: SAI Mart BP

4715 S 27th ST Greenfield, WI 53221

(414) 817-9104

MAIL TO: Sunil Petro Inc.

4715 S 27TH ST Greenfield, WI 53221

(414) 241-0987

LOCATION/ FIRST FLOOR OF THE BUILDING LOCATED AT 4715 S 27TH ST

PREMISES:

CA23-0062 Speedway LLC

6000 W Layton AVE Greenfield, WI 53220

(414) 281-1133

AGENT: Maria J Hamann, Agent

W159 S7176 Quietwood Dr Muskego, WI 53150

(414) 281-1133

TRADE NAME: Speedway #4472

6000 W Layton AVE Greenfield, WI 53220

(414) 281-1133

MAIL TO: Speedway LLC

Dallas, TX 75313

(972) 828-1888

LOCATION/ Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 6000 W. Layton Avenue.

PREMISES:

CA23-0063 Speedway LLC

3390 W Loomis RD Greenfield, WI 53221

(414) 281-0205

AGENT: Jack Briscoe, Agent

2728 Hood St #808 Dallas, TX 75219

TRADE NAME: Speedway #4154

3390 W Loomis RD Greenfield, WI 53221

(414) 281-0205

MAIL TO: Speedway LLC

Dallas, TX 75313

(972) 828-1888

LOCATION/ Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 3390 W Loomis Rd.

PREMISES:

CA23-0064

Saiya Inc

5030 W Loomis RD Greenfield , WI 53220

(414) 282-1669

AGENT:

Sanjeev K Dhingra, Agent

2553 W Orchard Hills Dr Oak Creek , WI 53154

(414) 282-1669

TRADE NAME:

Loomis Rd. Amoco

5030 W Loomis RD Greenfield , WI 53220

(414) 282-1669

MAIL TO:

Saiya Inc

5030 W Loomis RD Greenfield , WI 53220

(414) 282-1669

LOCATION/
PREMISES:

BEER ON SHELVES AND IN WALK-IN COOLER AND RECORDS IN THE OFFICE LOCATED INSIDE THE STORE LOCATED AT 5030 W LOOMIS RD

CA23-0065

Hasham Petroleum LLC

5235 W Loomis RD Greenfield , WI 53221

(414) 235-8099

AGENT:

Khadija Inayat, Agent

8230 Fairmont Ln Greendale , WI 53129

(414) 779-8080

TRADE NAME:

Hasham Citgo

5235 W Loomis RD Greenfield , WI 53221

(414) 235-8099

MAIL TO:

Hasham Petroleum LLC

5235 W Loomis RD Greenfield , WI 53221

LOCATION/
PREMISES:

ALCOHOL WILL BE SOLD IN THE COOLER AND ON THE SHELVES, STORED IN THE BACK AND RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5235 W LOOMIS RD

CLASS A CIDER ONLY

LICENSE NO.

NAME

ADDRESS

PHONE

CC23-0029

JTT Enterprises Inc.

12345 W Layton AVE Greenfield , WI 53228

(414) 529-3646

AGENT:

Judith Schwartz, Agent

W3109 McDonald Rd. Lake Geneva , WI 53147

TRADE NAME:

Layton Petro Mart

12345 W Layton AVE Greenfield , WI 53228

(414) 529-3646

MAIL TO:

JTT Enterprises Inc.

PO BOX 183 Lake Geneva , WI 53147

(262) 248-2989

LOCATION/
PREMISES:

COOLERS, BACKROOMS, SALES FLOOR, LOCATED AT 12345 W. LAYTON AVE.

CC23-0030	Binta Inc	3900 S 92nd ST GREENFIELD , WI 53228	(414) 327-3444
<u>AGENT:</u>	Kaushal J Malde, Agent	4026 S 118th St. GREENFIELD , WI 53228	
<u>TRADE NAME:</u>	Xpress Food Mart	3900 S 92nd ST GREENFIELD , WI 53228	(414) 327-3444
<u>MAIL TO:</u>	Binta Inc	3900 S 92nd ST GREENFIELD , WI 53228	(414) 327-3444
<u>LOCATION/ PREMISES:</u>	CONVENIENCE STORE WITH STORAGE IN BACK LOCATED AT 3900 S. 92ND ST.		
CC23-0031	Sunil Petro Inc.	4715 S 27th ST Greenfield , WI 53221	(414) 817-9104
<u>AGENT:</u>	Kavita Sharma, Agent	8624 S Roxbury Way Oak Creek, WI 53154	
<u>TRADE NAME:</u>	S&I Mart BP	4715 S 27th ST Greenfield , WI 53221	(414) 817-9104
<u>MAIL TO:</u>	Sunil Petro Inc.	4715 S 27TH ST Greenfield , WI 53221	(414) 241-0987
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR OF THE BUILDING LOCATED AT 4715 S 27TH ST		
CC23-0032	Speedway LLC	6000 W Layton AVE Greenfield , WI 53220	(414) 281-1133
<u>AGENT:</u>	Maria J Hamann, Agent	W159 S7176 Quietwood Dr Muskego , WI 53150	(414) 281-1133
<u>TRADE NAME:</u>	Speedway #4472	6000 W Layton AVE Greenfield , WI 53220	(414) 281-1133
<u>MAIL TO:</u>	Speedway LLC	Dallas , TX 75313	(972) 828-1888
<u>LOCATION/ PREMISES:</u>	Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 6000 W. Layton Ave.		
CC23-0033	Speedway LLC	3390 W Loomis RD Greenfield , WI 53221	(414) 281-0205
<u>AGENT:</u>	Jack Briscoe, Agent	2728 Hood St #808 Dallas , TX 75219	
<u>TRADE NAME:</u>	Speedway #4154	3390 W Loomis RD Greenfield , WI 53221	(414) 281-0205
<u>MAIL TO:</u>	Speedway LLC	Dallas , TX 75313	(972) 828-1888
<u>LOCATION/ PREMISES:</u>	Beer Cooler, Sales Floor, POS Station, Storage Room/Office, located at 3390 W Loomis Rd.		

CC23-0034

Hasham Petroleum LLC

5235 W Loomis RD Greenfield, WI 53221

(414) 235-8099

AGENT: Khadija Inayat, Agent

8230 Fairmont Ln Greendale, WI 53129

(414) 779-8080

TRADE NAME:

Hasham Citgo

5235 W Loomis RD Greenfield, WI 53221

(414) 235-8099

MAIL TO:

Hasham Petroleum LLC

5235 W Loomis RD Greenfield, WI 53221

LOCATION/
PREMISES:

ALCOHOL WILL BE SOLDE IN THE COOLER AND ON THE SHELVES, STORED IN THE BACK AND RECORDS WILL BE STORED IN THE OFFICE
LOCATED AT 5235 W LOOMIS RD

CLASS B BEER

LICENSE NO.

NAME

ADDRESS

PHONE

CB23-0042

Portillo's Hot Dogs, LLC

8705 W Sura LN Greenfield, WI 53228

(414) 877-5400

AGENT:

Nicholas Zogoplos, Agent

719 S Park Ave Hinsdale, IL 60521

TRADE NAME:

Portillo's Hot Dogs LLC

8705 W Sura LN Greenfield, WI 53228

(414) 877-5400

MAIL TO:

Portillo's Hot Dogs, LLC

2001 Spring RD Suite 400 Oak Brook, IL 60523-3930

(630) 954-3773

LOCATION/
PREMISES:

PATRONS MAY ONLY PURCHASE BEER AT THE BAR/CATERING AREA, WITH THE KEG UNDER THE COUNTER AND PROPERLY LABELED BEER TAP HANDLES. THERE IS NO BAR SERVICE TO TABLES IN THE RESTAURANT. CONSUMPTION OF THE BEER IS ON THE PREMISES IN THE MAIN DINING ROOM AND THE OUTDOOR PATIO. THE STORAGE OF BEER INVENTORY IS IN THE WALK IN COOLER ON THE PREMISES. THE RECORDS REGARDING ALCOHOL WILL BE KEPT AT THE CORPORATE OFFICE AT 2001 SPRING RD, SUITE 400, OAK BROOK, IL 60523 AS WELL AS AN ELECTRONIC COPY AT THE PREMISES LOCATED AT 8705 W SURA LN.

CB23-0044

MOD Super Fast Pizza (Wisconsin) LLC

8833 W Sura LN GREENFIELD, WI 53228

(262) 330-0028

AGENT:

Laura Denisse Martinez Bravo, Agent

W158 S7480 Quietwood Dr Muskego, WI 53150

(888) 770-6637

TRADE NAME:

MOD Pizza

8833 W Sura LN GREENFIELD, WI 53228

(262) 330-0028

MAIL TO:

MOD Super Fast Pizza (Wisconsin) LLC

2035 158th CT NE Suite 200 Bellevue, WA 98008

(888) 770-6637

LOCATION/
PREMISES:

THE BUILDING IS A ONE STORY BUILDING. FOOD AND ALCOHOL BEVERAGES WILL BE SOLD AND CONSUMED THROUGHOUT THE RESTAURANT PUBLIC AREA AND ADJACENT PATIO AREA. THE ALCOHOL WILL BE STORED IN A CONTROLLED AND LOCKED STOREROOM LOCATED IN THE STORAGE AREA AT THE BACK OF THE STORE LOCATED AT 8833 W. SURA LN.

CB23-0045 Viet Pho LLC (DBA Pho Viet)

5475 S 27th ST Greenfield , WI 53221

(414) 282-8852

AGENT: Alex Nguyen, Agent

424 North Shore Ct Pewaukee , WI 53072

TRADE NAME: Pho Viet

5475 S 27th ST Greenfield , WI 53221

(414) 282-8852

MAIL TO: Viet Pho LLC (DBA Pho Viet)

5475 S 27th ST Greenfield , WI 53221

(414) 282-8852

LOCATION/ PREMISES: VIETNAMESE RESTAURANT SERVES DINING CUSTOMERS. WE SERVE THREE TYPES OF BEER BOTTLE (BUDWEISER, CORONA AND HEINEKEN). BEER BOTTLES ARE STORED IN BEVERAGE COOLER, RECORDS STORED ON SITE LOCATED AT 5475 S 27TH ST

CB23-0047 Oneplus1, LLC

5442 W Forest Home AVE Greenfield , WI 53220

(414) 316-9988

AGENT: Par Cung, Agent

3444 S 56th St Milwaukee , WI 53219

TRADE NAME: One+1 Asian Restaurant

5442 W Forest Home AVE Greenfield , WI 53220

(414) 316-9988

MAIL TO: Oneplus1, LLC

3444 S 56th ST Milwaukee, WI 53219

(414) 316-9988

LOCATION/ PREMISES: ALCOHOL WILL BE STORED IN THE RESTAURANT AND IT WILL BE SOLD AND SERVED AT THE DINING TABLES. THE RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5442 W FOREST HOME AVE

CLASS B LIQUOR - COMBO

LICENSE NO. NAME

ADDRESS

PHONE

CB123-0225 Yee Yee Holeon & Holeon

7920 W Layton AVE Greenfield , WI 53220

(414) 281-8883

AGENT: Frank Yee, Agent

9147 W Elm Ct, Unit D Franklin , WI 53132

(414) 281-8883

TRADE NAME: Lychee Garden Restaurant

7920 W Layton AVE Greenfield , WI 53220

(414) 281-8883

MAIL TO: Yee Yee Holeon & Holeon

7920 W Layton AVE Greenfield , WI 53220

(414) 281-8883

LOCATION/ PREMISES: FIRST FLOOR BAR AND RESTAURANT, BASEMENT FOR STORAGE, LOCATED AT 7920 W LAYTON AVE

CBL23-0226	MJL LLC	5105 W Coldspring RD Greenfield , WI 53220	(414) 488-9936
<u>AGENT:</u>	Marc J Lovora, Agent	567 W17744 Copper Oaks Ct Muskego , WI 53150	(414) 698-4792
<u>TRADE NAME:</u>	Laveers	5105 W Coldspring RD Greenfield , WI 53220	(414) 488-9936
<u>MAIL TO:</u>	MJL LLC	5105 W Coldspring RD Greenfield , WI 53220	(414) 488-9936
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR, BASEMENT IS WHERE LIQUOR IS STORED, OUTSIDE PATIO WITH SEATING, LOCATED AT 5105 W COLD SPRING RD		

CBL23-0227	Dan-El Corp	4305 S 84th ST Greenfield , WI 53228	(414) 546-1267
<u>AGENT:</u>	William Sorensen, Agent	4305 S 84th St Greenfield , WI 53228	
<u>TRADE NAME:</u>	Gas Lite West	4305 S 84th ST Greenfield , WI 53228	(414) 546-1267
<u>MAIL TO:</u>	Dan-El Corp	4305 S 84th ST Greenfield , WI 53228	(414) 510-5495
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR, LIQUOR ROOM IN BASEMENT, LIQUOR CABINET BEHIND THE BAR, WALK IN COOLER DOWNSTAIRS, BASEMENT, RECORDS KEPT IN OFFICE, LOCATED AT 4305 S 84TH ST		

CBL23-0228	G&J Partners LLC	5175 S 27th ST Greenfield , WI 53221	(414) 252-0034
<u>AGENT:</u>	Gregory Charles Grabowski, Agent	2160 E Hidden Creek Ct Oak Creek , WI 53154	(414) 550-9513
<u>TRADE NAME:</u>	The Edge Sports Bar	5175 S 27th ST Greenfield , WI 53221	(414) 252-0034
<u>MAIL TO:</u>	G&J Partners LLC	2160 E Hidden Creek CT 210 Oak Creek , WI 53154	(414) 550-9513
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR BAR, PATIO/BEER GARDEN, BASEMENT BEER COOLERS, STORAGE FOR BEER AND LIQUOR, LOCATED AT 5175 S 27TH ST.		

CBL23-0229	Famous Dave's Ribs Inc.	5077 S 27th ST Greenfield , WI 53221	(414) 727-1940
<u>AGENT:</u>	Aaron B Dach, Agent	2718 Randolph Rd Janesville , WI 53545	
<u>TRADE NAME:</u>	Famous Dave's	5077 S 27th ST Greenfield , WI 53221	(414) 727-1940
<u>MAIL TO:</u>	Famous Dave's Ribs Inc.	12701 Whitewater DR Suite 100 Minnetonka , MN 55343	(952) 294-1351
<u>LOCATION/ PREMISES:</u>	ALL OF BUILDING W/FULL BAR & 188 SEATS, LOCATED AT 5077 S 27TH ST.		

CBL23-0230	Romine's High Pockets Inc	6125 S 27th ST Greenfield , WI 53221	(414) 281-2212
<u>AGENT:</u>	Terry Romine Jr, Agent	1930 E Liliac Ln. Oak Creek , WI 53154	(414) 281-2212
<u>TRADE NAME:</u>	Romine's High Pockets	6125 S 27th ST Greenfield , WI 53221	(414) 281-2212
<u>MAIL TO:</u>	Romine's High Pockets Inc	6125 S 27th ST Greenfield , WI 53221	(414) 281-2212
<u>LOCATION/ PREMISES:</u>	BRICK BUILDING, 24,000 SQ FT, BEER GARDEN, BILLARD ROOM, COOLER IN BACK, LOCATED AT 6125 S 27TH ST.		

CBL23-0232	4353 LTD Piper Music Palace	4353 S 108th ST Greenfield , WI 53228	(414) 529-1177
<u>AGENT:</u>	Derek M. Paikowski, Agent	10101 Brookside Dr Hales Corners , WI 53130	(414) 529-1177
<u>TRADE NAME:</u>	Organ Piper Pizza	4353 S 108th ST Greenfield , WI 53228	(414) 529-1177
<u>MAIL TO:</u>	4353 LTD Piper Music Palace	10101 Brookside DR Hales Corners , WI 53130	(414) 588-2706
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR DINING ROOM, BAR AREA, KITCHEN AND STORAGE LOCATED AT 4353 S 108TH ST.		

CBL23-0233	Schneiders Corner Club LLC	4309 W Grange AVE Greenfield , WI 53220	(414) 421-2100
<u>AGENT:</u>	Kathleen Ann Schneider, Agent	4311 W Grange Ave Greenfield , WI 53220	(414) 421-2650
<u>TRADE NAME:</u>	Corner Club	4309 W Grange AVE Greenfield , WI 53220	(414) 421-2100
<u>MAIL TO:</u>	Schneiders Corner Club LLC	4311 W Grange AVE Greenfield , WI 53220	(414) 421-2650
<u>LOCATION/ PREMISES:</u>	BEV SALES 4309 W GRANGE, LIQ & BEER STORAGE BASEMENT OF 4311 W GRANGE (SHARED HALLWAY) PATIO IN BACK SW CORNER LOCATED AT 4309 W GRANGE AVE		

CBL23-0234	GMRI Inc.	4760 S 76th ST Greenfield , WI 53220	(414) 281-9595
<u>AGENT:</u>	Jason Mannino, Agent	5625 Oxford Dr Greendale , WI 53129	
<u>TRADE NAME:</u>	The Olive Garden Italian Restaurant #1226	4760 S 76th ST Greenfield , WI 53220	(414) 281-9595
<u>MAIL TO:</u>	GMRI Inc.	100 Darden Center DR Orlando , FL 32869--501	(800) 248-4918
<u>LOCATION/ PREMISES:</u>	SOLD IN DINING ROOM AND BAR AREA - ONE STORY MASONRY BUILDING WITH BASEMENT AND STUCCO EXTERIOR, LOCATED AT 4760 S 76TH ST.		

CBL23-0235	Forum Restaurant LLC	4711 S 108th ST Greenfield , WI 53228	(414) 529-4001
<u>AGENT:</u>	Sam Diamantopoulos, Agent	5672 S Foxtail Ct New Berlin , WI 53151	
<u>TRADE NAME:</u>	Forum Restaurant	4711 S 108th ST Greenfield , WI 53228	(414) 529-4001
<u>MAIL TO:</u>	Forum Restaurant LLC	4711 S 108th ST Greenfield , WI 53228	(414) 529-4001
<u>LOCATION/ PREMISES:</u>	RESTAURANT 10,000 SQUARE FT. ALCOHOL STORED IN MAIN OFFICE WHICH IS LOCKED, LOCATED AT 4711 S 108TH ST		
CBL23-0236	Mark S Silber	4060 W Loomis RD Greenfield , WI 53221	(414) 282-4410
<u>AGENT:</u>	Mark S Silber, Agent	5005 S 104th St Greenfield , WI 53228	(414) 282-4410
<u>TRADE NAME:</u>	Fin 'N Feather	4060 W Loomis RD Greenfield , WI 53221	(414) 282-4410
<u>MAIL TO:</u>	Mark S Silber	5005 S 104th ST Greenfield , WI 53228	(414) 550-7530
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR OF TAVERN, BASEMENT OF TAVERN AND HOUSE AND OUTDOOR PATIO, VOLLEYBALL AREA AND GROUNDS, LOCATED AT 4060 W LOOMIS RD		
CBL23-0237	Grand Japanica Inc	4918 S 74th ST Greenfield , WI 53220	(414) 281-9868
<u>AGENT:</u>	Yong Bin Wu, Agent	4855 Sutton Ln Greendale , WI 53129	
<u>TRADE NAME:</u>	Japanica	4918 S 74th ST Greenfield , WI 53220	(414) 281-9868
<u>MAIL TO:</u>	Grand Japanica Inc	4918 S 74th ST Greenfield , WI 53220	(414) 281-9868
<u>LOCATION/ PREMISES:</u>	DINING AREA, BAR, WALK-IN COOLER, STORAGE CABINET, LOCATED AT 4918 S 74TH ST		
CBL23-0238	Red Lobster Hospitality LLC	4645 S 76th ST Greenfield , WI 53220	(414) 281-4030
<u>AGENT:</u>	John Orlowski, Agent	808 Brightwater Circle Maitland , FL 32751	
<u>TRADE NAME:</u>	Red Lobster #0146	4645 S 76th ST Greenfield , WI 53220	(414) 281-4030
<u>MAIL TO:</u>	Red Lobster Hospitality LLC	450 S Orange AVE Suite 800 Orlando , FL 32802--650	
<u>LOCATION/ PREMISES:</u>	ALCOHOL SOLD IN DINING ROOM AND BAR AREA - ONE STORY MASONRY BUILDING, 7,000 SQ FT/ALCOHOL SOLD, SERVED & STORED IN BOTH AREAS, LOCATED AT 4645 S 76TH ST.		

CBL23-0239	Calk Enterprises Inc.	3400 W Loomis RD GREENFIELD , WI 53221	(414) 282-9917
<u>AGENT:</u>	Tamira Calk, Agent	8950 S 77th St Franklin , WI 53132	
<u>TRADE NAME:</u>	Granger's Pub and Grill	3400 W Loomis RD GREENFIELD , WI 53221	(414) 282-9917
<u>MAIL TO:</u>	Calk Enterprises Inc.	3400 W LOOMIS RD GREENFIELD , WI 53221	(414) 282-9917
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR BAR WITH STORAGE IN THE BASEMENT LOCATED AT 3400 W LOOMIS RD		
CBL23-0240	Longshots Inc	5045 W Loomis RD Greenfield , WI 53220	(414) 885-1995
<u>AGENT:</u>	Donald Habermehl Jr, Agent	5136 W Plainfield Dr Milwaukee , WI 53220	
<u>TRADE NAME:</u>	Longshots Sports Bar	5045 W Loomis RD Greenfield , WI 53220	(414) 885-1995
<u>MAIL TO:</u>	Longshots Inc	5045 W Loomis RD Greenfield , WI 53220	(414) 885-1995
<u>LOCATION/ PREMISES:</u>	BAR, BACKROOM, BASEMENT LOCATED AT 5045 W LOOMIS RD		
CBL23-0241	Grire Southridge LLC	6815 W Edgerton Ave Greenfield , WI 53220	(414) 421-6244
<u>AGENT:</u>	Ben W. Cruz, Agent	2460 Root River Pkwy West Allis , WI 53227	
<u>TRADE NAME:</u>	On the Edge Bar & Grill	6815 W Edgerton Ave Greenfield , WI 53220	(414) 421-6244
<u>MAIL TO:</u>	Grire Southridge LLC	1111 W Layton AVE Milwaukee , WI 53227	
<u>LOCATION/ PREMISES:</u>	2 ROOM BAR WITH KITCHEN ATTACHED TO HEALTH CLUB, LOCATED AT 6815 W EDGERTON AVE		
CBL23-0242	Wisconsin Athletic Club LLC	5020 S 110th ST Greenfield , WI 53228	(414) 328-1300
<u>AGENT:</u>	Chezare Misko, Agent	5981 Hwy 83 Hartland , WI 53029	
<u>TRADE NAME:</u>	Wisconsin Athletic Club	5020 S 110th ST Greenfield , WI 53228	(414) 328-1300
<u>MAIL TO:</u>	Wisconsin Athletic Club LLC	10840 W Rogers ST West Allis , WI 53227	(414) 328-1300
<u>LOCATION/ PREMISES:</u>	THE ALCOHOL BEVERAGES ARE TO BE SOLD AND STORED IN THE 28,000 SQ FT WISCONSIN ATHLETIC CLUB. THE ACTUAL LIQUOR IS KEPT IN A LOCKED CABINET. THE SELLING OF LIQUOR OCCURS PRIMARILY IN THE SUMMER OUTSIDE BY THE OUTDOOR POOL (MEMORIAL DAY THROUGH LABOR DAY). LIQUOR IS USED FOR SPECIAL EVENTS, WHICH PRIMARILY OCCUR IN THE GROUP EXERCISE AND MULTI-PURPOSE ROOMS. THE RECORDS ARE STORED ON SITE AND AT THE BUSINESS OFFICE AT 10840 W ROGERS ST, WEST ALLIS, WI 53227, LOCATED AT 5020 S 110TH ST		

CBL23-0243	Hwy 100 Bar & Grill Inc	3578 S 108th ST Greenfield , WI 53228	(414) 541-9270
<u>AGENT:</u>	Jeffrey Willms, Agent	524 W26238 Kensington Dr Waukesha , WI 53188	(414) 541-9270
<u>TRADE NAME:</u>	Club Paragon	3578 S 108th ST Greenfield , WI 53228	(414) 541-9270
<u>MAIL TO:</u>	Hwy 100 Bar & Grill Inc	524 W26238 Kensington DR Waukesha , WI 53188	(414) 526-1270
<u>LOCATION/</u> <u>PREMISES:</u>	MAIN BAR, PARTY ROOM, STORAGE ROOMS, PATIO, BASEMENT, OUTSIDE TENT LOCATED AT 3578 S 108TH ST.		
CBL23-0244	Brick Oven Concepts, LLC	4395 S 76th ST GREENFIELD , WI 53220	(414) 246-2236
<u>AGENT:</u>	Frank Orchofski, Agent	20104 E Melissa Pl Queen Creek , AZ 85142	
<u>TRADE NAME:</u>	Fox's Pub	4395 S 76th ST GREENFIELD , WI 53220	(414) 246-2236
<u>MAIL TO:</u>	Brick Oven Concepts, LLC	12400 W Hampton AVE Butler , WI 53007	(414) 719-2528
<u>LOCATION/</u> <u>PREMISES:</u>	RESTAURANT, BAR, OUTSIDE PATIO, KITCHEN, 1ST FLOOR OFFICE/STORAGE ROOMS AND ENTIRE BASEMENT AREA INCLUDING OFFICE/STORAGE ROOMS: LOCATED AT 4395 S 76TH ST		
CBL23-0245	El Beso Mexican Restaurante LLC	5030 S 74th ST Greenfield , WI 53220	(414) 525-4179
<u>AGENT:</u>	Andreas Bouraxis, Agent	7553 S Cambridge Drive Franklin , WI 53132	(414) 617-8380
<u>TRADE NAME:</u>	El Beso Greenfield	5030 S 74th ST Greenfield , WI 53220	(414) 525-4179
<u>MAIL TO:</u>	El Beso Mexican Restaurante LLC	5030 S 74th ST Greenfield , WI 53220	(414) 817-0362
<u>LOCATION/</u> <u>PREMISES:</u>	1ST FLOOR AND PATIO, LOCATED AT 5030 S 74TH ST.		
CBL23-0246	Los Mariachis Mexican Restaurant Inc	4305 W Layton AVE Greenfield , WI 53220	(414) 325-7800
<u>AGENT:</u>	Felipe DeJesus Ramirez, Agent	4733 S 43rd St Greenfield , WI 53220	(414) 325-7800
<u>TRADE NAME:</u>	Los Mariachis II	4305 W Layton AVE Greenfield , WI 53220	(414) 325-7800
<u>MAIL TO:</u>	Los Mariachis Mexican Restaurant Inc	4305 W Layton AVE Greenfield , WI 53220	(414) 325-7800
<u>LOCATION/</u> <u>PREMISES:</u>	RESTAURANT/BAR AREA, STORED IN BACK ROOM AND BASEMENT, LOCATED AT 4305 W LAYTON AVE.		

CBL23-0247 Red Robin International Inc 7575 Edgerton AVE Greenfield , WI 53220 (414) 421-2257

AGENT: Andrew Robert Smith, Agent 4391 E Perry Pkwy Greenwood Village , CO 80121

TRADE NAME: Red Robin America's Gourmet Burgers and Brews 7575 Edgerton AVE Greenfield , WI 53220 (414) 421-2257

MAIL TO: Red Robin International Inc 10000 E Geddes AVE Ste 500 Englewood , CO 80113 (303) 846-6000

LOCATION/ PREMISES: BAR, DINING ROOM, KEG COOLER AND LOCKER LOCATED AT 7575 W EDGERTON AVE

CBL23-0248 Carrabba's Italian Grill, LLC 4765 S 76th ST GREENFIELD , WI 53220 (414) 282-4158

AGENT: Kathy D'Andrea, Agent 517 Erie Avenue Tampa , FL 33606 (813) 282-1225

TRADE NAME: Carrabba's Italian Grill 4765 S 76th ST GREENFIELD , WI 53220 (414) 282-4158

MAIL TO: Carrabba's Italian Grill, LLC 2202 N WEST SHORE BLVD Suite 500 Tampa , FL 33607 (813) 282-1225

LOCATION/ PREMISES: ONE STORY, 5,576 SF BUILDING WITH 789 SF PATIO ON A 61,480 SF LOT LOCATED AT 4765 S. 76TH ST.

CBL23-0249 Outback Steakhouse of Florida LLC 8625 W Sura LN Greenfield , WI 53228 (414) 817-1800

AGENT: Bradley M Hammen, Agent 1903 N 5th ST Milwaukee , WI 53212

TRADE NAME: Outback Steakhouse 8625 W Sura LN Greenfield , WI 53228 (414) 817-1800

MAIL TO: Outback Steakhouse of Florida LLC 2202 N West Shore BLVD Tampa , FL 33607 (813) 282-1225

LOCATION/ PREMISES: 6,525 SF BUILDING WITH STORAGE FOR ALCOHOL, LOCATED AT 8625 W SURA LN

CBL23-0250 GD Classic Inc 5404 W Layton AVE Greenfield , WI 53220 (414) 282-6400

AGENT: Gina Lynn Daroszewski, Agent 12381 W Jefferson Terrace Franklin , WI 53132 (414) 282-6400

TRADE NAME: Classic Lanes Greenfield 5404 W Layton AVE Greenfield , WI 53220 (414) 282-6400

MAIL TO: GD Classic Inc 5404 W Layton AVE Greenfield , WI 53220 (414) 282-6400

LOCATION/ PREMISES: BOWLING CENTER WITH 16 LANES, BILLARDS, BAR, VIDEO GAMES, STORAGE IN BASEMENT, COOLERS AND LOCKED LIQUOR ROOM, OUTDOOR ENCLOSED AREA ON THE SOUTHEAST SIDE WITH PLANTERS - APPROXIMATELY 882 SQ. FT. LOCATED AT 5404 W LAYTON AVE.

CBL23-0251	Durgha LLC	7640 W Forest Home AVE Greenfield , WI 53220	(414) 585-9777
<u>AGENT:</u>	Apexa Vijay Patel, Agent	6625 S 46th St Franklin , WI 53132	
<u>TRADE NAME:</u>	Indian Village Restaurant	7640 W Forest Home AVE Greenfield , WI 53220	(414) 585-9777
<u>MAIL TO:</u>	Durgha LLC	7640 W Forest Home AVE Greenfield , WI 53220	(414) 585-9777
<u>LOCATION/ PREMISES:</u>	IN KITCHEN COOLER, BAR AND FRONT OF RESTAURANT, LOCATED AT 7640 W FOREST HOME AVE.		
CBL23-0252	T & M Fox LLC	5614 W Forest Home AVE Greenfield , WI 53220	(414) 545-1035
<u>AGENT:</u>	Maureen Jane Fox, Agent	3950 SE 57th St Milwaukee , WI 53220	
<u>TRADE NAME:</u>	Friends on Forest Home	5614 W Forest Home AVE Greenfield , WI 53220	(414) 545-1035
<u>MAIL TO:</u>	T & M Fox LLC	3950 S 57th ST Greenfield , WI 53220	(414) 545-1035
<u>LOCATION/ PREMISES:</u>	ALCOHOL IS SERVED IN A 120 CAPACITY TAVERN WITH AN ATTACHED 80 CAPACITY HALL. ALCOHOL IS STORED IN THE BASEMENT, LOCATED AT 5614 W FOREST HOME AVE		
CBL23-0253	Meyer's SM Restaurant Inc	4260 S 76th ST Suite D Greenfield , WI 53220	(414) 321-4400
<u>AGENT:</u>	Francesco Anthony Purpora, Agent	3641 E Holmes Ave Cudahy , WI 53110	(414) 321-4400
<u>TRADE NAME:</u>	Meyer's Restaurant	4260 S 76th ST Suite D Greenfield , WI 53220	(414) 321-4400
<u>MAIL TO:</u>	Meyer's SM Restaurant Inc	3641 E Holmes AVE Cudahy , WI 53110	(414) 321-4400
<u>LOCATION/ PREMISES:</u>	MAIN BAR, PRIVATE HALL BAR, BEER COOLER, LIQUOR CABINETS BY BAR, CAGES BY COLDSRING ENTRANCE, CLOSET LOCATED AT 4260 S 76TH ST, SUITE D		
CBL23-0254	Kyle D. Sobocinski	4500 W Forest Home AVE GREENFIELD , WI 53219	(414) 350-7049
<u>AGENT:</u>	Kyle Sobocinski, Agent	3645 S 77th St. MILWAUKEE , WI 53220	(414) 350-7049
<u>TRADE NAME:</u>	Sobo's Tap	4500 W Forest Home AVE GREENFIELD , WI 53219	(414) 350-7049
<u>MAIL TO:</u>	Kyle D. Sobocinski	4500 W FOREST HOME AVE GREENFIELD , WI 53219	(414) 350-7049
<u>LOCATION/ PREMISES:</u>	2 STORY BUILDING ON THE FIRST FLOOR AND STORAGE IN BASEMENT LOCATED AT 4500 W. FOREST HOME AVE.		

CBL23-0255	Jin's Restaurant Inc.	7401 W Barnard AVE Greenfield , WI 53220	(414) 616-1766
<u>AGENT:</u>	Yanni Jin, Agent	20860 Bradford Ln Brookfield , WI 53045	
<u>TRADE NAME:</u>	Jin's Sushi Seafood & Bar	7401 W Barnard AVE Greenfield , WI 53220	(414) 616-1766
<u>MAIL TO:</u>	Jin's Restaurant Inc.	7401 W Barnard AVE Greenfield , WI 53220	(628) 256-5935
<u>LOCATION/ PREMISES:</u>	THE RESTAURANT IS ONE STORY, 6200 SF BUILDING, NO PATIO. WE WILL SELL AND SERVE THE ALCOHOL BEVERAGES AT THE BAR AND RESTAURANT SEATING AREA. STORE SMALL PART OF ALCOHOL IN THE SMALL BEVERAGE FRIDGE IN THE BAR AND THE STORAGE ROOM IN THE BACK KITCHEN AND THE RECORDS WILL BE IN THE STORAGE ROOM AS WELL LOCATED AT 7401 W. BARNARD AVE.		
CBL23-0256	Rock Investments of WI LLC	4160 W Loomis RD Greenfield , WI 53221	(414) 810-4138
<u>AGENT:</u>	Kim Caze	560 Kossow Rd. Waukesha , WI 53186	(262) 853-5996
<u>TRADE NAME:</u>	Crossroads Diner	4160 W Loomis RD Greenfield , WI 53221	(414) 810-4138
<u>MAIL TO:</u>	Rock Investments of WI LLC	560 Kossow RD Waukesha , WI 53186	(262) 853-5996
<u>LOCATION/ PREMISES:</u>	ALCOHOL WILL BE SOLD IN DINING AREA. IT WILL BE STORED IN THE OFFICE/STORAGE ROOM LOCATED AT 4160 W. LOOMIS RD.		
CBL23-0257	Brass Brew Crew Inc	7808 W Layton AVE Greenfield , WI 53220	(414) 301-4054
<u>AGENT:</u>	Andrew Grossman, Agent	1922 S 70th St West Allis , WI 53219	(414) 301-4054
<u>TRADE NAME:</u>	The Brass Tap	7808 W Layton AVE Greenfield , WI 53220	(414) 301-4054
<u>MAIL TO:</u>	Brass Brew Crew Inc	7808 W Layton AVE Greenfield , WI 53220	(414) 301-4054
<u>LOCATION/ PREMISES:</u>	3200 sq ft bar and restaurant located at the corner of a strip mall, 800 sq ft of which is a kitchen. Serving craft beer with 80 beers on tap, craft cocktails and upscale pub food. 800 sq ft patio, used for enjoyment of alcoholic beverages and food.		
CBL23-0259	4900 76th Co, A Wisconsin Corporation	4900 S 76th ST Greenfield , WI 53220	(414) 946-0333
<u>AGENT:</u>	Jennifer Merino-Reyes, Agent	1524 Marion St Schaumburg , IL 60193	
<u>TRADE NAME:</u>	Honey Berry Pancakes & Cafe	4900 S 76th ST Greenfield , WI 53220	(414) 946-0333
<u>MAIL TO:</u>	4900 76th Co, A Wisconsin Corporation	4900 S 76th ST Greenfield , WI 53220	(414) 946-0333
<u>LOCATION/ PREMISES:</u>	THE PREMISES IS A FREESTANDING BUILDIN CONTAINING APPROX 5,310 SF OF SPACE. ALCOHOLIC BEVERAGES WILL BE STORED ONLY BEHIND THE BAR, DESIGNATED FOR EMPLOYEES ONLY. BEVERAGE ORDERS ARE TAKEN BY RESTAURANT STAFF EITHER AT INDIVIDUAL TABLES OR THE BAR; ORDERS ARE PREPARED AT THE BAR AND DELIVERED TO THE CUSTOMER DIRECTLY BY THE BARTENDER OR BY A SERVER TO INDIVIDUAL TABLES. BEER/WINE/LIQUOR INVOICES ARE KEPT IN THE MANAGER'S OFFICE LOCATED AT 4900 S 76H ST.		

CBL23-0260	Bluemel's Floral & Garden Center Inc	4930 W Loomis RD GREENFIELD , WI 53220	(414) 282-4220
<u>AGENT:</u>	John Lewandowski, Agent	W232 S 5950 Charles Dr Waukesha , WI 53189	(414) 282-4220
<u>TRADE NAME:</u>	Bluemel's Garden & Landscape Center	4930 W Loomis RD GREENFIELD , WI 53220	(414) 282-4220
<u>MAIL TO:</u>	Bluemel's Floral & Garden Center Inc	4930 W LOOMIS RD GREENFIELD , WI 53220	(414) 282-4220
<u>LOCATION/ PREMISES:</u>	ALL ALCOHOL WILL BE SOLD, SERVED, AND CONSUMED IN OUR 1,500 SQ FT INDOOR COFFEE SHOP SPACE AND OUR 3,000 SQ FT OUTDOOR PATIO SPACE. ALL ALCOHOL WILL BE STORED IN A LOCKED CLOSET LOCATED IN THE COFFEE SHOP, AND ALL RECORDS WILL BE KEPT IN OUR MAIN OFFICE NEXT TO THE COFFEE SHOP LOCATED AT 4930 W LOOMIS RD		
CBL23-0261	Kalibres Restaurant & Bar LLC	4555 W Forest Home AVE Greenfield , WI 53219	(414) 635-0130
<u>AGENT:</u>	Alejandro Hernandez, Agent	2978 S 15th Pl Milwaukee , WI 53215	
<u>TRADE NAME:</u>	Kalibres Restaurant & Bar LLC	4555 W Forest Home AVE Greenfield , WI 53219	(414) 635-0130
<u>MAIL TO:</u>	Kalibres Restaurant & Bar LLC	4555 W Forest Home AVE Greenfield , WI 53219	(414) 595-0800
<u>LOCATION/ PREMISES:</u>	THERE WILL BE STORAGE IN THE BACK OF THE RESTAURANT WHERE ALL LIQUOR WILL BE STORED. ALL LIQUOR WILL BE CONSUMED INSIDE THE RESTAURANT BY THE BAR AND DINING AREA. LIQUOR WILL BE DISPLAYED BEHIND THE BAR LOCATED AT 4555 W FOREST HOME AVE.		
CBL23-0262	Stallis Palace LLC	3800 S 108th ST Greenfield , WI 53228	(414) 800-4233
<u>AGENT:</u>	Rachel Lynn Daniels, Agent	5301 S Skyline Dr New Berlin , WI 53151	
<u>TRADE NAME:</u>	Daniels Palace	3800 S 108th ST Greenfield , WI 53228	(414) 800-4233
<u>MAIL TO:</u>	Stallis Palace LLC	5301 S Skyline DR New Berlin , WI 53151	(414) 800-4233
<u>LOCATION/ PREMISES:</u>	UPSTAIRS AND DOWNSTAIRS OF THE ENTIRE PROPERTY IS WHERE ALCOHOLIC BEVERAGES WILL BE SOLD, SERVED AND STORED (SMOKING ROOM, FRONT BAR, BACK BAR, KITCHEN, LIQUOR ROOM, UPSTAIRS AND DOWNSTAIRS COOLERS, DOWNSTAIRS BEER COOLERS (3), DOWNSTAIRS BACK STORAGE AREA), RECORDS WILL BE STORED IN THE OFFICE IN THE BASEMENT LOCATED AT 3800 S 108TH ST.		
CBL23-0263	Romeros Restaurant & Bar LLC	4171 S 76th ST Greenfield , WI 53220	(414) 630-7310
<u>AGENT:</u>	Romero Carmelo, Agent	1817 S 58th St Greenfield , WI 53220	
<u>TRADE NAME:</u>	Romeros Restaurant & Bar	4171 S 76th ST Greenfield , WI 53220	(414) 630-7310
<u>MAIL TO:</u>	Romeros Restaurant & Bar LLC	4171 S 76th ST Greenfield , WI 53220	(414) 630-7310
<u>LOCATION/ PREMISES:</u>	LIQUOR BOTTLES WILL BE STORED AT THE OFFICE NEXT TO THE KITCHEN, BEER BOTTLES WILL BE STORED AT THE WALK-IN COOLER IN THE BACK OF THE KITCHEN, ALCOHOL WILL BE SERVED BY OUR BARTENDERS AND SERVERS AT OUR BAR AND DINING TABLES, RECORDS WILL BE IN OUR OFFICE LOCATED AT 4171 S 76TH ST.		

CBL23-0266 Kyoto Group LLC 7453 W Layton Ave Greenfield , WI 53220 (414) 325-1000

AGENT: Yi Wu, Agent 4005 Avon Dr New Berlin , WI 53151

TRADE NAME: Kyoto Group LLC 7453 W Layton Ave Greenfield , WI 53220 (414) 325-1000

MAIL TO: Kyoto Group LLC 7453 W Layton Ave Greenfield , WI 53220 (414) 325-1000

LOCATION/ PREMISES: BEVERAGES SERVED IN BAR AREA AND GENERAL DINING ROOM. BEVERAGES STORED IN LOCKED STORAGE CLOSET AND COOLER UNIT IN EXISTING SPACE. ALL RECORDS STORED IN THE OFFICE LOCATED AT 7453 W LAYTON AVE.

CBL23-0267 Alvarez Line LLC 5110 W Loomis RD Greenfield , WI 53129 (414) 544-1517

AGENT: Floralia Tellez-Ortiz, Agent 5222 S 21ST St Milwaukee , WI 53221

TRADE NAME: Hacienda Chivolin Restaurant 5110 W Loomis RD Greenfield , WI 53129 (414) 544-1517

MAIL TO: Alvarez Line LLC 5110 W Loomis RD Greenfield , WI 53129 (414) 544-1517

LOCATION/ PREMISES: ALCOHOL STORAGE WILL BE LOCATED IN A ROOM INSIDE THE RESTAURANT, ALCOHOL BEVERAGES WILL BE SERVED AND SOLD IN THE BAR AND DINING AREAS. ALCOHOL RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5110 W LOOMIS RD.

CBL23-0268 KHP Greenfield LLC 4902 S 74th ST Greenfield , WI 53220 (262) 506-8989

AGENT: Bryan Pham, Agent 540 S Calhoun Rd. Brookfield , WI 53005 (262) 506-8989

TRADE NAME: Kpot Korean BBQ & Hot Pot 4902 S 74th ST Greenfield , WI 53220 (262) 506-8989

MAIL TO: KHP Greenfield LLC 540 S Calhoun RD Brookfield , WI 53005 (262) 506-8989

LOCATION/ PREMISES: THIS IS A FULL SERVICE RESTAURANT WHERE ALCHOLIC BEVERAGES WILL BE SOLD TO LEGAL DRINKING CUSTOMERS. ALCOHOL BEVERAGES WILL BE STORED IN DESIGNATED AREA: LIQUOR ROOM LOCATE BEHIND THE BAR, BAR REFRIGERATORS, AND WALK IN COOLERS IN THE BACK OF THE KITCHEN. ALCOHOL BEVERAGE RECORDS WILL BE MAINTAINED AND KEPT IN THE LIQUOR ROOM LOCATES BEHIND THE BAR LOCATED AT 4902 S 74TH ST

CBL23-0269

Holey Mackerel LLC

5401 W Layton Ave Greenfield, WI 53220

(414) 940-9876

AGENT:

Richard Duval, Agent

4225 S Jasper Ave Milwaukee, WI 53207

(414) 940-9876

TRADE NAME:

Holey Mackerel

5401 W Layton Ave Greenfield, WI 53220

(414) 940-9876

MAIL TO:

Holey Mackerel LLC

5401 W Layton Ave Greenfield, WI 53220

(414) 940-9876

LOCATION/
PREMISES:

HOLEY MACKEREL IS A FAMILY ENTERTAINMENT CENTER. ITS HIGHEST REVENUE STREAMS WILL BE 18 HOLE MINI GOLF COURSE, 7 BATTING CAGE BAYS, AND INTERIOR ARCADE. WE WILL OFFER THE SALE OF ALCOHOL AT TWO DIFFERENT LOCATIONS INSIDE THE CLUBHOUSE (MAIN BUILDING). THE FIRST LOCATION WILL BE A FULL SERVICE BAR WHEN YOU ENTER THE CLUBHOUSE. THE SECOND LOCATION BEING MORE LIMITED TO BEER, CANNED WINE, AND OTHER READY TO DRINK OPTIONS FROM SMALL COOLERS BEHIND THE ACTIVITIES COUNTER, WHERE YOU PURCHASE THE CLUBS AND BATS FOR OUTDOOR ACTIVITIES. ONCE ANYONE PURCHASING ALCOHOLIC BEVERAGES ARE ID'D AND CHECKED, THEY WILL BE ALLOWED TO TAKE THEIR BEVERAGES THROUGHOUT THE AREAS WHERE THE ACTIVITIES ARE HELD (I.E. MINI GOLF COURSE, BATTING CAGES, AND ARCADE). THERE WILL BE NO ALCOHOL ALLOWED ANYWHERE OUTSIDE OF THE FENCED IN PROPERTY/ACTIVITY AREAS OF HOLEY MACKEREL. ALL ALCOHOL WILL BE LOCKED AND STORED IN OUR "BAR ROOM" WHICH IS A ROOM LOCATED IN BETWEEN THE BAR AND ACTIVITIES COUNTER. THE ONLY PEOPLE ALLOWED TO ACCESS ARE OWNERS AND MANAGERS ON DUTY. ALL ALCOHOL RELATED INVOICES, WILL BE KEPT ORGANIZED IN THE "OWNERS OFFICE" LOCATED JUST PAST THE ACTIVITIES COUNTER, NEXT TO THE MAINTENANCE ROOM LOCATED AT 5401 W LAYTON AVE.

CBL23-0270

Mezcalero LLC

6869 W Forest Home Ave Greenfield, WI 53220

(414) 897-8296

AGENT:

Juanita del Carmen Campos, Agent

3145 S 50th St Milwaukee, WI 53219

(414) 897-8296

TRADE NAME:

Mezcalero Restaurant & Bar

6869 W Forest Home Ave Greenfield, WI 53220

(414) 897-8296

MAIL TO:

Mezcalero LLC

6869 W Forest Home Ave Greenfield, WI 53220

(414) 897-8296

LOCATION/
PREMISES:

ALCOHOL IS SOLD AND STORED AT THE BAR, HALL BAR, DINING ROOM, AND PATIO. WINE AND LIQUOR STORED IN THE OFFICE. RECORDS STORED IN THE OFFICE LOCATED AT 6869 W FOREST HOME AVE.

CLASS C WINE

LICENSE NO.

NAME

ADDRESS

PHONE

CCW23-0019

MOD Super Fast Pizza (Wisconsin) LLC

8833 W Sura LN GREENFIELD , WI 53228

(262) 330-0028

AGENT:

Laura Denisse Martinez Bravo, Agent

W158 S7480 Quietwood Dr Muskego , WI 53150

(888) 770-6637

TRADE NAME:

MOD Pizza

8833 W Sura LN GREENFIELD , WI 53228

(262) 330-0028

MAIL TO:

MOD Super Fast Pizza (Wisconsin) LLC

2035 158th CT NE Suite 200 Bellevue , WA 98008

(888) 770-6637

LOCATION/
PREMISES:

THE BUILDING IS A ONE STORY BUILDING. FOOD AND ALCOHOLIC BEVERAGES WILL BE SOLD AND CONSUMED THROUGHOUT THE RESTAURANT PUBLIC AREA AND ADJACENT PATIO AREA. THE ALCOHOL WILL BE STORED IN A CONTROLLED AND LOCKED STOREROOM LOCATED IN THE STORAGE AREA AT THE BACK OF THE STORE LOCATED AT 8833 W. SURA LN.

CCW23-0020

Oneplus1, LLC

5442 W Forest Home AVE Greenfield , WI 53220

(414) 316-9988

AGENT:

Par Cung, Agent

3444 S 56th St Milwaukee , WI 53219

TRADE NAME:

One+1 Asian Restaurant

5442 W Forest Home AVE Greenfield , WI 53220

(414) 316-9988

MAIL TO:

Oneplus1, LLC

3444 S 56th ST Milwaukee , WI 53219

(414) 316-9988

LOCATION/
PREMISES:

ALCOHOL WILL BE STORED IN THE RESTAURANT AND IT WILL BE SOLD AND SERVED AT THE DINING TABLES. THE RECORDS WILL BE STORED IN THE OFFICE LOCATED AT 5442 W FOREST HOME AVE

CLASS A LIQUOR COMBO

LICENSE NO.

NAME

ADDRESS

PHONE

CL23-0080

Pari Investment LLC

5612 W Forest Home AVE Greenfield , WI 53220

(414) 831-6666

AGENT:

Manpreet Kaur, Agent

4939 W Tumblecreek Dr Franklin , WI 53132

(414) 831-6666

TRADE NAME:

Forest Home Beer and Liquor

5612 W Forest Home AVE Greenfield , WI 53220

(414) 831-6666

MAIL TO:

Pari Investment LLC

4939 W Tumblecreek DR Franklin , WI 53132

(414) 534-1003

LOCATION/
PREMISES:

FIRST FLOOR AND BASEMENT STORAGE LOCATED AT 5612 W FOREST HOME AVE

CL23-0081	Sendik's Greenfield LLC	7901 W Layton AVE Greenfield , WI 53220	(414) 329-9525
<u>AGENT:</u>	Theodore Balistreri, Agent	5566 N Diversey Blvd Whitefish Bay , WI 53217	(414) 716-5500
<u>TRADE NAME:</u>	Sendik's Food Market	7901 W Layton AVE Greenfield , WI 53220	(414) 329-9525
<u>MAIL TO:</u>	Sendik's Greenfield LLC	7225 W Marcia RD Milwaukee , WI 53223	(414) 716-5500
<u>LOCATION/ PREMISES:</u>	SOLD ON SALES FLOOR, STORED IN SECURE AREA AND BROUGHT TO DESIGNATED PARKING STALLS FOR PICKUP, LOCATED AT 7901 W LAYTON AVE		
CL23-0082	Jaystores LLC	6115 W Coldspring RD Greenfield , WI 53220	(414) 429-2968
<u>AGENT:</u>	Jigar Chaudhari, Agent	4043 W Victory Creek Dr Franklin , WI 53132	(414) 321-1188
<u>TRADE NAME:</u>	Coldspring Liquor	6115 W Coldspring RD Greenfield , WI 53220	(414) 429-2968
<u>MAIL TO:</u>	Jaystores LLC	6115 W Coldspring RD Greenfield , WI 53220	(414) 429-2968
<u>LOCATION/ PREMISES:</u>	WALK-IN COOLERS AND SHELVES LOCATED AT 6115 W COLDSPRING RD		
CL23-0083	Rays Butcher Shoppe Inc	4640 W Loomis Rd Greenfield , WI 53220	(414) 423-1322
<u>AGENT:</u>	Scott Podd, Agent	9301 W Rawson Ave Franklin , WI 53132	
<u>TRADE NAME:</u>	Ray's Butcher Shoppe	4640 W Loomis Rd Greenfield , WI 53220	(414) 423-1322
<u>MAIL TO:</u>	Rays Butcher Shoppe Inc	4640 W Loomis Rd Greenfield , WI 53220	(414) 423-1322
<u>LOCATION/ PREMISES:</u>	6000 SQUARE FOOT BUILDING, LIQUOR IS SOLD IN STORE AND STORED IN BACK ROOM, LOCATED AT 4640 W LOOMIS RD		
CL23-0084	Meijer Stores Limited Partnership	5800 W Layton AVE GREENFIELD , WI 53220	(414) 304-2000
<u>AGENT:</u>	Jennifer Hill, Agent	1300 Royal County Down Grand Rapids , MI 49546	
<u>TRADE NAME:</u>	Meijer Store #292	5800 W Layton AVE GREENFIELD , WI 53220	(414) 304-2000
<u>MAIL TO:</u>	Meijer Stores Limited Partnership	2929 WALKER NW AVE Grand Rapids , MI 49544	(616) 791-2795
<u>LOCATION/ PREMISES:</u>	1 ROOM, 1 STORY, APPROXIMATELY 150,000 SQ. FT. MEIJER PICKUP AVAILABLE IN 4 DESIGNATED PARKING SPACES OUTSIDE OF THE STORE ON THE EAST SIDE OF THE BUILDING DESIGNATED BY THE MEIJER PICKUP SIGNS. APPROXIMATELY 200 FEET WALKWAY FROM THE DOOR TO THE PARKING SPACES, AND APPROXIMATELY 824 SQUARE FEET IN PARKING SPACES AVAILABLE FOR CUSTOMER PICKUP. PRODUCT IS LOCATED IN COOLERS AND ON SHELVES IN THE GROCERY AND FRESH FOODS. OVERSTOCK IS LOCATED ON PALLETS IN RECEIVING AREA. RECORDS AND RECEIPTS ARE LOCATED IN ADMINISTRATIVE OFFICES AT FRONT OF STORE, LOCATED AT 5800 W. LAYTON AVE.		

CL23-0085	Lakes Venture LLC	8680 W Sura LN Greenfield , WI 53228	(414) 246-6022
<u>AGENT:</u>	Erik Reyes, Agent	312 Haskins Ct Ada , MI 49301	(616) 791-3022
<u>TRADE NAME:</u>	Fresh Thyme Farmers Market #705	8680 W Sura LN Greenfield , WI 53228	(414) 246-6022
<u>MAIL TO:</u>	Lakes Venture LLC	2929 Walker AVE NW Grand Rapids , MI 49544	(616) 791-2795
<u>LOCATION/ PREMISES:</u>	28,749 SF ONE-STORY INLINE RETAIL BUILDING LOCATED AT 8680 W SURA LANE		
CL23-0086	Kamal Food LLC	4955 S 27th ST Greenfield , WI 53221	(414) 231-3191
<u>AGENT:</u>	Kamaljit Kaur Sidhu, Agent	3710 S Cherokee Way Milwaukee , WI 53221	(414) 614-7973
<u>TRADE NAME:</u>	Pauls Wine & Liquor 2	4955 S 27th ST Greenfield , WI 53221	(414) 231-3191
<u>MAIL TO:</u>	Kamal Food LLC	4955 S 27th ST Greenfield , WI 53221	(414) 530-1204
<u>LOCATION/ PREMISES:</u>	COOLER SHELVES, BASEMENT, FLOOR DISPLAY, LOCATED AT 4955 S 27TH STREET.		
CL23-0087	Mega Marts LLC	4279 S 76th ST Greenfield , WI 53220	(414) 541-0061
<u>AGENT:</u>	Robert Kaminski, Agent	4640 Whispering Oak Trail Cincinnati , OH 45247	
<u>TRADE NAME:</u>	Metro Market #887	4279 S 76th ST Greenfield , WI 53220	(414) 541-0061
<u>MAIL TO:</u>	Mega Marts LLC	PO Box 305103 Nashville , TN 37230-5103	(615) 232-9557
<u>LOCATION/ PREMISES:</u>	ONE STORY RETAIL GROCERY AND LIQUOR STORE. EXTERIOR PARKING STALLS DESIGNATED FOR THE MERCHANDISE PICKUP SERVICE. LOCATED AT 4279 S 76TH STREET.		
CL23-0088	Gajjar Corporation	6845 W Layton AVE Greenfield , WI 53220	(414) 281-7790
<u>AGENT:</u>	Ashok Gajjar, Agent	6609 Manchester Dr Greendale , WI 53129	(414) 281-7790
<u>TRADE NAME:</u>	Villager Food Mart	6845 W Layton AVE Greenfield , WI 53220	(414) 281-7790
<u>MAIL TO:</u>	Gajjar Corporation	6845 W Layton AVE Greenfield , WI 53220	(414) 281-7790
<u>LOCATION/ PREMISES:</u>	FIRST FLOOR LOCATED AT 6845 W LAYTON AVE		

CL23-0089	Aldi, Inc. (Wisconsin)	4225 S 108th ST GREENFIELD , WI 53228	(414) 261-7401
<u>AGENT:</u>	Lindsay Bree, Agent	209 S Fairfield Ave Elmhurst , IL 60126	
<u>TRADE NAME:</u>	Aldi #73	4225 S 108th ST GREENFIELD , WI 53228	(414) 261-7401
<u>MAIL TO:</u>	Aldi, Inc. (Wisconsin)	9342 S 13TH ST Oak Creek , WI 53154	(414) 667-4613
<u>LOCATION/ PREMISES:</u>	SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4225 S. 108TH ST.		
CL23-0090	Aldi, Inc.(Wisconsin)	4615 W Layton AVE Greenfield , WI 53220	(414) 261-7395
<u>AGENT:</u>	Tyler L Chambers, Agent	209 S Fairfield Ave Elmhurst , IL 60126	
<u>TRADE NAME:</u>	Aldi #23	4615 W Layton AVE Greenfield , WI 53220	(414) 261-7395
<u>MAIL TO:</u>	Aldi, Inc.(Wisconsin)	9342 S 13TH ST Oak Creek , WI 53154	(414) 570-1860
<u>LOCATION/ PREMISES:</u>	SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE, LOCATED AT 4615 W. LAYTON AVE.		
CL23-0092	Wal-Mart Stores East LP	10600 W Layton AVE Greenfield , WI 53228	(414) 529-0455
<u>AGENT:</u>	Trenton Little, Agent	3 S Beau Chene Lane Rogers , AR 72758	
<u>TRADE NAME:</u>	Walmart #1394	10600 W Layton AVE Greenfield , WI 53228	(414) 529-0455
<u>MAIL TO:</u>	Wal-Mart Stores East LP	702 SW 8th ST Bentonville , AR 72716-0500	(479) 204-2096
<u>LOCATION/ PREMISES:</u>	1 room, 1 story, approximately 148,000 sq. ft. including stalls and/or canopy locations in parking lot specifically designated for online grocery pickup, located at 10600 W. Layton Ave		
CL23-0093	Skogen's Foodliner, Inc	4777 S 27th ST Greenfield , WI 53221	(414) 252-0086
<u>AGENT:</u>	Dianna N Figueroa, Agent	1650 Hawthorne Heights Dr De Pere , WI 54115	
<u>TRADE NAME:</u>	Festival Foods	4777 S 27th ST Greenfield , WI 53221	(414) 252-0086
<u>MAIL TO:</u>	Skogen's Foodliner, Inc	3800 Emerald DR E Onalaska , WI 54650	(608) 783-5500
<u>LOCATION/ PREMISES:</u>	86,500 sq ft grocery store including designated parking stalls for Click N Go pickup up. Located at 4777 S 27th St.		

CL23-0094 Loomis Wine & Liquor LLC

4415 W Loomis RD Greenfield, WI 53220

(414) 627-0588

AGENT: Ramneek Narwal, Agent

3337 Blake Ct South Milwaukee, WI 53172

(414) 627-0588

TRADE NAME: Loomis Wine & Liquor LLC

4415 W Loomis RD Greenfield, WI 53220

(414) 627-0588

MAIL TO: Loomis Wine & Liquor LLC

4415 W Loomis RD Greenfield, WI 53220

(414) 627-0588

LOCATION/
PREMISES: 5000 SQ FT BUILDING WITH 1 STORAGE ROOM LOCATED AT 4415 W LOOMIS RD

CL23-0095 Singh Aish Inc

4312 W Howard Ave Greenfield, WI 53220

(414) 585-0028

AGENT: Sukhwinder Singh, Agent

6516 S 35th St Franklin, WI 53132

(530) 768-6104

TRADE NAME: Jen's Beer & Liquor

4312 W Howard Ave Greenfield, WI 53220

(414) 585-0028

MAIL TO: Singh Aish Inc

6516 S 35th St 203 Franklin, WI 53132

(530) 768-6104

LOCATION/
PREMISES: ALCOHOL BEVERAGES ARE IN THE MAIN COOLER WHICH IS AN 8 DOOR AND A 2 DOOR SLIDE COOLER. THERE ARE 4 AISLES IN THE STORE WHERE ALL THE ALCOHOL BEVERAGES ARE SHELVED. THERE IS AN EXTRA STORAGE IN THE BASEMENT. THERE ARE 5 SHELVES WHERE THERE IS EXTRA LIQUOR STORED AND THERE IS SOME EXTRA BEER STORED IN THE COOLER. DOCUMENTS WILL BE STORED IN THE OFFICE LOCATED AT 4312 W HOWARD AVE.

RESERVE CLASS B RETAIL- COMBO

LICENSE NO.

NAME

ADDRESS

PHONE

RC23-0011

Wisconsin Fine Wines & Spirits, LLC

8700 W Sura LN GREENFIELD, WI 53228

(414) 425-7373

AGENT: Julie Rohde, Agent

11417 Skipwith Ln Potomac, MD 20854

TRADE NAME:

Total Wine Spirits Beer & More

8700 W Sura LN GREENFIELD, WI 53228

(414) 425-7373

MAIL TO:

Wisconsin Fine Wines & Spirits, LLC

6600 Rockledge DR Suite 150 Bethesda, MD 20817

(301) 795-1000

LOCATION/
PREMISES: 25,000 SF BUILDING PART OF THE 84 SOUTH SHOPPING CENTER. COUNT ROOM: 106 SF; BEER COOLER: 514 SF; FINE WINE COOLER: 228 SF; WINE EDUCATION CENTER: 900 SF LOCATED AT 8700 W. SURA LN.

RC23-0012	Habaneros of Greenfield Inc	7700 W Layton AVE GREENFIELD , WI 53220	(414) 282-5000
AGENT:	Angel Gabriel Melendez, Agent	9075 W Sura Ln #126 Greenfield , WI 53228	
TRADE NAME:	Habaneros Mexican Kitchen	7700 W Layton AVE GREENFIELD , WI 53220	(414) 282-5000
MAIL TO:	Habaneros of Greenfield Inc	9075 W Sura Ln AVE #126 GREENFIELD , WI 53220	(414) 282-5000
LOCATION/ PREMISES:	DINING ROOM, BAR, KITCHEN, PATIO, RESTROOMS, OFFICE LOCATED AT 7700 W. LAYTON AVE.		

Total Licenses: 80

Business Name	Address	Tax Key Number
Aldi #23	4615 W Layton Ave	620-9979-008
Aldi #73	4225 S 108th St	566-9962-002
Andy's on Hwy 100	4710 S 108th St	613-8995-000
Coldspring Liquor	6115 W Cold Spring Rd	603-9999-001
Festival Foods	4777 S 27th St	622-9988-016
Forest Home Beer and Liquor	5612 W Forest Home Ave	556-8975-002
Fresh Thyme Farmers Market #705	8680 Sura Ln	606-9980-003
Jen's Beer & Liquor	4312 W Howard Ave	555-8979-000
Layton Petro Mart	12345 W Layton Ave	611-8980-007
Loomis Rd. Amoco	5030 W Loomis Rd	647-9976-001
Loomis Wine & Liquor LLC	4415 W Loomis Rd	620-9989-004
Meijer Store #292	5800 W Layton Ave	602-9947-004
Metro Market #887	4279 S 76th St	570-8952-005
Nexus Vape N Smoke	3765 S 108th St	563-9986-008
Pauls Wine & Liquor 2	4955 S 27th St	622-0005-000
Rays Butcher Shoppe	4640 W Loomis Rd	620-9956-002
SAI Mart BP	4715 S 27th St	622-9999-000
Sendik's Food Market	7901 W Layton Ave	616-8989-003
Speedway #4154	3390 W Loomis Rd	553-1001-000
Speedway #4472	6000 W Layton Ave	603-0198-001
Total Wine	8700 W Sura Ln	606-9980-012
Villager Food Mart	6845 W Layton Ave	617-0118-000
Walgreens #04827	4688 S 108th St	608-9990-001
Walmart #1394	10600 W Layton Ave	608-9995-010
Xpress Food Mart	3900 S 92nd St	569-9990-001

Square Footage	License(s)
19,000 sqft	Class A Liquor Combo
14,900 sqft	Class A Liquor Combo
1,400 sqft	Class A Beer
2,400 sqft	Class A Liquor Combo
90,300 sqft	Class A Liquor Combo
6,500 sqft	Class A Liquor Combo
28,700 sqft	Class A Liquor Combo
3,100 sqft	Class A Liquor Combo
6,000 sqft	Class A Beer, Class A Cider Only
1,000 sqft	Class A Beer
6,300 sqft	Class A Liquor Combo
205,000 sqft	Class A Liquor Combo
82,700 sqft	Class A Liquor Combo
2,300 sqft	Class A Liquor Combo
3,000 sqft	Class A Liquor Combo
8,000 sqft	Class A Liquor Combo
4,700 sqft	Class A Beer, Class A Cider Only
92,200 sqft	Class A Liquor Combo
3,800 sqft	Class A Beer, Class A Cider Only
3,600 sqft	Class A Beer, Class A Cider Only
25,000 sqft	Reserve Class B Retail - Combo
4,000 sqft	Class A Liquor Combo
15,200 sqft	Class A Beer
148,400 sqft	Class A Liquor Combo
3,800 sqft	Class A Beer, Class A Cider Only

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SUBSECTION 13.03 (12) AND TO REPEAL SUBSECTION 13.03(18) OF THE CODE OF ORDINANCES FOR THE CITY OF GREENFIELD PERTAINING TO ALCOHOL LICENSING

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

PART I. The Common Council has noticed an increase in the number of businesses not traditionally associated with the sale of alcohol now applying for alcohol licenses; and,

PART II. The City currently has approximately 80 retail alcohol licenses issued for a city with a population of approximately 37,000; and,

PART III. The Common Council is concerned that a significant proliferation of new alcohol sales businesses, and new types of alcohol sales businesses, throughout the City could negatively impact property values by making nearby locations less attractive to businesses that do not want to locate in the immediate vicinity of businesses promoting the sale of alcohol; and,

PART IV. The Common Council is also concerned that a proliferation of businesses selling alcohol, including businesses that have not traditionally sold alcohol, could render underage alcohol sales enforcement more difficult and could render it easier for those under the age of 21 to purchase alcohol illegally (www.mcw.edu/departments/comprehensive-injury-center/wi-alcohol-policy-project/understanding-the-problem/underage-drinking); and,

PART V. The Common Council is cognizant of the facts that alcohol abuse is a significant public health problem (www.mcw.edu/departments/comprehensive-injury-center/wi-alcohol-policy-project/understanding-the-problem), that Wisconsin has one of the nation's highest per capita rates of alcohol consumption (see, e.g., www.niaaa.nih.gov/sites/default/files/surveillance-report120.pdf), that impaired driving is also a health hazard, which can be impacted by convenience of purchase (www.cdc.gov/transportationsafety/impaired_driving/impaired-driv_factsheet.html#states), and that the proliferation of locations at which alcohol can be purchased could exacerbate the public health ramifications of alcohol abuse (www.mcw.edu/departments/comprehensive-injury-center/wi-alcohol-policy-project/licensing-and-permits); and,

PART VI. An alcohol license is a privilege, not a right, and whether a license should be issued to any particular applicant is a matter of local concern. See *State ex rel. Smith v. City of Oak Creek*, 139 Wis.2d 788, 801, 407 N.W.2d 901, 906 (1987). Moreover, municipalities, "under the broad sweep of the Twenty-first Amendment, are endowed with "something more than the normal" police power in regulating the sale of liquor in the interests of the public health, safety, morals, and general welfare." *State ex rel. Grand Bazaar Liquors, Inc. v. City of Milwaukee*, 105 Wis.2d 203, 217, 313 N.W.2d 805, 812 (1982) (citing *California v. LaRue*, 409 U.S. 109, 114 (1972)), and moreover the City's discretion in regulating the licensing of intoxicants is also statutorily recognized. Sec. 125.51(1)(a), Wis. Stats.

PART VII. Subsections 13.03 (12) (d), (e), and (f) of the Code of Ordinances for the City of Greenfield be, and hereby are, created to read as follows:

“(12) *Limitation on number of licenses.*

- (d) *Class “A” fermented malt beverage, “Class A” intoxicating liquor (combination) licenses, and “Class A” cider licenses.*
1. *Purpose and intent.* The Common Council finds that a significant portion of a community’s alcohol environment is determined by the number, location, and character of the places where alcohol is sold. The Common Council further finds that a limitation on the total number of off-premises licenses must not be anti-competitive nor favor one class of retailer, but rather should reflect Greenfield’s traditional mix of large and small retailers.
 2. *Quota on off-premises retail licensed businesses.* For purposes of this subsection, “off-premises large retailer” means a retailer with 10,000 sq. feet or greater of dedicated retail floor space to which a Class “A” fermented malt beverage (beer) license, a “Class A” liquor (combination) license, or a “Class A” cider license has been issued, and “off-premises small retailer” means a retailer with less than 10,000 sq. feet of dedicated retail floor space to which a Class “A” fermented malt beverage (beer) license, a “Class A” liquor (combo) license, or a “Class A” cider license has been issued. The total number of off-premises small retailers shall be limited to [10 currently] and the total number of off-premises large retailers shall be limited to [15 currently]. An off-premises small retailer or off-premises large retailer to which more than one “Class A” or Class “A” alcohol license has been issued shall count as only one such business toward the relevant quota.
- (e) *New Class A licenses limited to grocery stores.* New Class “A” fermented malt beverage licenses, new “Class A” liquor (combination) licenses, and new “Class A” cider licenses may only be issued to businesses that devote a greater proportion of retail floor space to groceries or other food products than to alcohol products. For purposes of this subsection, a new Class “A” fermented malt beverage license, new “Class A” liquor license, or new “Class A” cider license means one that is first applied for after January 1, 2025 and for a premises to which no such license had been issued during the prior license year. A renewal license is not a new license under this subsection, nor is a license that is being issued in conjunction with a change of ownership or of location of an existing licensed premises, or a change of the licensee or agent of an existing licensed premises.
- (f) *On-premises licensed businesses to be separate from gas stations.* No “Class B” liquor license, Class “B” fermented malt beverage license, or Class C wine license shall be issued to any applicant for a premises located on the same parcel as a licensed filling/gas station, or for the same parcel for which a filling/gas station use application is pending, unless the proposed licensed premises is under separate ownership from the filling/gas station business and is also completely physically separated internally from the filling/gas station business.”

PART VIII. Subsection 13.03 (18), “Temporary moratorium on receipt of new retail license applications,” of the Code of Ordinances for the City of Greenfield be, and hereby is, repealed.

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the ____

day of _____, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published:

DRAFT



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Wisconsin Alcohol Policy Project

BROWSE

< WI ALCOHOL POLICY PROJECT

Wisconsin Alcohol Licensing & Permits

In Wisconsin, a significant portion of the community alcohol environment is determined by the



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es alcohol

beverages are sold or served. Local elected leaders can create thriving communities that support public safety and the health of their communities by ensuring a thoughtful alcohol licensing process and procedures.



This section covers both crucial aspects of licensing as well as conditions that can be put on a license to ensure safety, security, and common courtesy for neighboring



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Alcohol Licensing Overview

Wisconsin is a unique state in many ways and one of those ways is how alcohol licenses are granted. Wisconsin is a local control state. That means that municipal governments across Wisconsin have the opportunity to shape the environment they want as to how, where, how many, and what kind of alcohol retail establishments are available in their community. In Wisconsin, an alcohol retail license is a privilege granted to a specific person, partnership, or corporation, to sell and/or serve alcohol to customers at a specific location, including (but not limited to) bars, taverns, restaurants, clubs, [festivals](#), liquor stores, convenience stores, gas stations, grocery stores, supermarkets, pharmacies and bowling centers. Deciding which (and how many) people or businesses will get alcohol licenses, and which will not, is an important authority granted to Wisconsin municipalities (cities, villages, and towns).



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or serve alcohol to consumers is “alcohol outlets.”

The evidence shows that having an over-saturation of alcohol outlets can lead to a myriad of problems for a community and may in fact be a drain on the ability to thrive. When municipalities are thoughtful and have a clear and transparent alcohol licensing process, they can create thriving communities that are balanced with public safety and the health of their residents. Not every license needs to, or even should be, granted. Always remember that new alcohol license applications can be denied for any valid reason that is not arbitrary or capricious. If a business is sold, or ownership changes, the new owner’s application should be treated as a new application. It’s much easier to deny a new application for a license; but if there are problems, it’s possible to suspend, revoke, or choose not to renew the license.

As it has been said, alcohol is no ordinary commodity. The responsibility in determining who, what, where, and how many can sell and serve alcohol to consumers is an extraordinarily important task.

Guidance on Wisconsin alcohol licenses process is outlined. There are many resources, and the Wisconsin Alcohol Policy Project (WisAPP) is happy to discuss and assist you as you and



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Alcohol Outlet Density Summary

[- collapse all](#)

What is an Alcohol Outlet?



Measuring how closely alcohol retail businesses are located within a community and/or mapping the locations of alcohol retailers provides useful data to drive informed decision-making and to reduce alcohol use by reducing its availability, as

An alcohol outlet is any retail alcohol business that sells alcohol beverages of any sort to individuals to drink either at the business location or elsewhere. While most people think of bars, taverns, restaurants, liquor stores, breweries and wineries, other alcohol outlets may be grocery stores, supermarkets, pharmacies, convenience stores,



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n Alcohol

Policy Project
(WisAPP).

What is Alcohol Outlet Density?



Alcohol outlet density is a measure of how many alcohol outlets are in a defined area and how closely packed they are within that area. The CDC defines high alcohol outlet density “as a high concentration of retail alcohol outlets in a small area.” (CDC Guide for Measuring Outlet Density).

Why does Alcohol Outlet Density matter?





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The number, type and location of outlets selling and serving alcohol significantly impact community residents and businesses. Over-concentrating alcohol outlets increases the level of alcohol-related disorder and crime even when retailers comply with the law. Higher alcohol outlet density also increases the risk of excessive alcohol use and its associated harms, such as alcohol-driven violence. The CDC recommends regulating alcohol outlet density as “one of the most effective strategies for reducing excessive alcohol use and related harms.” (CDC Guide for Measuring Outlet Density).



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alcohol licenses to grant?

In Wisconsin, municipalities (cities, villages, and towns) make local decisions on whether and how to grant retail alcohol licenses. The state provides a cap on on-premises “Class B” intoxicating liquor licenses. Municipalities may choose not to grant as many licenses as they are allowed by the state.

The state statutes provide authority for municipalities to grant retail alcohol licenses as they deem proper. Each Wisconsin municipality decides how many and which alcohol retailers to license, within statutory limitations. Wisconsin statutes limit the number of “Class B” intoxicating liquor



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available to each municipality. Although the exact calculations are complicated, the state quota for retail “Class B” intoxicating liquor licenses is about one for every 500 residents. There are no statutory limits on Class “B” fermented malt beverages (beer) licenses or on either type of Class A license (for off-premises consumption: “Class A” intoxicating liquor license, Class “A” fermented malt beverages license).

Not all alcohol retail outlets are licensed: some instead receive permits from the state. Although municipalities grant alcohol retail licenses, by statute the Department of Revenue (DOR) may provide permits for certain alcohol retail outlets (e.g., a



American Indian tribe, or an outlet located at a racetrack or the state fair park.)

Although Wisconsin allows many more licensees per capita than are found in most other states, Wisconsin municipalities may further limit how many licenses they grant, by using a combination of case-by-case decisions, enacting tighter quotas by ordinance, and limiting alcohol retail businesses to certain zones or overlay districts.

Measuring the density of alcohol retailers ("outlets") within a community and/or mapping the locations of alcohol retailers on an annual basis provides useful



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What are tools for measuring alcohol outlet density?



For Wisconsin-specific information on how to use alcohol outlet density measurements to determine whether your community has a problem, read the Wisconsin Alcohol Project's (WisAPP) Alcohol Outlet Density Summary document, [Measuring Alcohol Outlet Density in Wisconsin: Does Your Community Have a Problem?](#) (PDF)

The CDC provides two excellent resources for measuring alcohol outlet density:



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As a starting point to measuring outlet density in your community, read this guide, which includes key concepts, general steps, and basic measurement theory.

(Atlanta, GA: Centers for Disease Control and Prevention, US Dept of Health and Human Services; 2017)

[Measuring Alcohol Outlet Density: A Toolkit for State and Local Surveillance](#) (PDF)

For more detailed information on measuring outlet density, see this toolkit. Designed as a companion to the Guide for Measuring Outlet Density, it includes code, screenshots, and guiding questions.

(Fliss MD, Mesnick JB, Esser MB. Centers for Disease Control and



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An excellent article for some simple user-friendly charts and formulas:

Sacks JJ, Brewer RD, Mesnick J, Holt JB, Zhang X, Kanny D, Elder R, Gruenewald PJ. [Measuring Alcohol Outlet Density: An Overview of Strategies for Public Health Practitioners](#) (PDF). J Public Health Manag Pract. 2020 Sep/Oct;26(5):481-488. doi: 10.1097/PHH.0000000000001023. PMID: 32732722; PMCID: PMC7263305.

Maps and other resources

The [Community Maps Portal](#) creates detailed county maps of all traffic crashes within specified time periods. An alcohol “flag” can separate alcohol-related crashes.



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Community Maps Portal)

You can also use a Google account to save your maps and the data that you compile on your community.

Alcohol Licensing Resources

Awarding Alcohol Licenses Summary and Guide to Policies and Procedures

Because alcohol licensing is locally controlled in Wisconsin, effective advocacy for an improved alcohol environment requires detailed local knowledge. Use this comprehensive guide developed by the Wisconsin Alcohol Policy Project (WisAPP) to better understand your



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[THE AWARDING ALCOHOL LICENSES SUMMARY AND GUIDE TO POLICIES AND PROCEDURES \(PDF\)](#)



Procedural Guidelines for Awarding Alcohol Licenses

The process for granting licenses to alcohol retailers (e.g., stores, bars, taverns, restaurants) in Wisconsin should be transparent with clear criteria and guidelines for approval. Use this resource created by the Wisconsin Alcohol Policy Project (WisAPP) to avoid issues with applicants.

[VIEW THE PROCEDURAL GUIDELINES FOR AWARDING ALCOHOL LICENSES \(PDF\)](#)



Alcohol Licensing Process Diagram

In Wisconsin, alcohol licensing is a local process undertaken by municipalities. To better understand your community's process, compare it to a diagram created by the Wisconsin Alcohol Policy Project (WisAPP) showing



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[THE ALCOHOL LICENSING PROCESS DIAGRAM \(PDF\) >](#)

Applying Alcohol Licensing Conditions

Municipalities (cities, villages, and towns) can grant or deny alcohol licenses. But municipal power to control how alcohol is sold and served doesn't stop there. License conditions are some of the most effective tools that a municipality can use to ensure that the licensee follows the community's standards. The governing board of a municipality (e.g., city council, village board, town council) or its alcohol license review committee can attach conditions to the license to ensure public health and safety. For example, there may be circumstances where noise, trash, or too many entrances and exits can be of concern, or more serious issues such as repeated violence or sales to youth under the drinking age. These can be addressed in the conditions attached to the license.



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to make reasonable compromises in order to get the alcohol license. Once a license is granted, the municipality cannot unilaterally attach license conditions. However, if problems arise after a license has been granted, it may be possible to persuade a licensee to agree to new license conditions as an alternative to a nonrenewal or revocation in order to remedy problems such as a high number of failed minimum legal drinking age compliance checks, neighbor complaints about loud amplified music, or multiple police calls for violence associated with the business.

If a community hasn't been using conditions, we strongly urge your community to consider doing so and the Wisconsin Alcohol Policy Project (WisAPP) is happy to provide technical assistance and training in this area.

Additional Alcohol Licensing Resources

License conditions provide the ability to set narrow controls on how an alcohol licensee operates, as described in this brief summary by the Wisconsin Alcohol Policy Project (WisAPP).



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MINUTES OF THE LEGISLATIVE COMMITTEE MEETING HELD AT THE GREENFIELD CITY HALL ON MONDAY,
NOVEMBER 11, 2024

1. Meeting Call to Order and Roll Call.

The meeting was called to order by Alderperson Drzewiecki at 5:04 PM.

Present: Alderpersons Andrew Drzewiecki, Bruce Bailey, Shirley Saryan

Also present: Christopher Geary, City Attorney

2. Approval of the July 15, 2024 meeting minutes.

Motion by Alderperson Bailey, seconded by Alderperson Saryan to approve. Motion carried unanimously.

3. Discussion and recommendation to update ambulance and car accident billing rates under ordinance 2922.

Dan Weber, Battalion Chief, discussed the Fire Department's recommendation to update the ambulance fees and car accident response fees from Ordinance 2922. These fees have not been updated since 2019, and they are looking to go to a bundled ambulance fee structure instead of the current itemized billing structure. The current billing company has seen private insurance companies follow Medicare by denying itemized ambulance charges. The billing company is recommending them to go to a bundled rate to better recoup the costs of services.

Dan Weber discussed their current car accident billing rates. The department is looking to partner with Fire Recovery, USA to assist in recovering the costs of car accident and car fire responses. Currently, they are billing car accidents in-house and have not had much success with reimbursement. Fire Recovery USA is widely used throughout the country and Milwaukee County. By utilizing this company, they will be able to recoup much needed costs of those responses, which includes the cost of wear and tear on their heavy pieces and the cost of the supplies used on scene.

Motion by Alderperson Drzewiecki, seconded by Alderperson Bailey to recommend that the ambulance rates be moved to a bundled bill as well as move forward with hiring Fire Recovery, USA to handle accident insurance billing rates under Ordinance 2922 to Common Council for approval. Motion carried unanimously.

4. Discussion and possible recommendation as to alcohol licensing ordinance amendments.

Attorney Geary discussed that Gina Vlach, City Planner, and the Department of Neighborhood Services created an analysis of the current sizes of the existing retail alcohol establishments. They found that 10,000 square feet was a good separation between the definition of a small and large retailer. Since the state alcohol license form does not require the applicant to disclose the square footage of their business, the zoning application will need this requirement added. Currently, the City has 10 small (under 10,000 sq ft) and 15 large (over 10,000 sq ft) retailers. The committee would need to decide what the quota limit should be. Alderperson Drzewiecki proposed possibly getting recommendations from Plan Commission and the Mayor before setting the quota.

Class A license regulations in the ordinance involve having more than 50% of a retailer's square footage used for grocery/non-alcohol sales. This would put a limit on the types of businesses that could apply for a Class A license.

Other regulations included in the ordinance involve not allowing Class "B" licenses to be issued to

Minutes are not official until formally approved by the Legislative Committee at the next scheduled meeting.

entities that are physically connected to a gas station. There must be a hard barrier between the two businesses and separate ownership. Attorney Geary discussed the intricacies of having two separate owners and how that could affect license approvals.

Attorney Geary discussed video gambling machine regulations and how they relate to gas stations and restaurants having a Class "B" license.

Attorney Geary explained that having a barrier between the two businesses means that they could be in the same building but would need separate doors from the outside.

Motion by Alderperson Drzewiecki, seconded by Alderperson Bailey to recommend the current ordinance draft for alcohol licensing to the Mayor and Common Council for review and possible approval. Motion carried unanimously.

5. Adjourn.

Motion by Alderperson Bailey, seconded by Alderperson Saryan to adjourn at 5:30 PM. Motion carried unanimously.

Melissa Ramsey, Clerk Specialist

Minutes transcribed by Melissa Ramsey, Clerk Specialist

Distributed: 11/14/2024



Committee: Common Council Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: November 19, 2024

RELATING TO:

Outdoor Special Event application for Crunch Fitness Founders Day Sale, to be located at 6251 S. 27th Street, on Saturday, November 23, 2024.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event (OSE) and Commercial building permit.

All various dept. review/approval has occurred.

<u>Event Dates</u>	<u>Start Time</u>	<u>End Time</u>
Saturday, November 23 rd	8:00am	6:00pm

Set-up: 8:00pm on Friday, November 22nd

Breakdown: Monday, November 25th

Recommendation: Approve an Outdoor Special Event application for Crunch Fitness Founders Day Sale, to be located at 6251 S. 27th Street, on Saturday, November 23, 2024, and all applicable licenses/permits.

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



Committee: Common Council
Introduced By: Julie Foley

Item Number:
Date Introduced:

RELATING TO: Discussion and decision to approve an addendum to the existing Rebound Recovery agreement to extend services during 2025 through 2027.

SUMMARY:

The City of Greenfield has used Rebound Recovery (formerly TAHPI) since 2018 as a benefit for the Fire and Police Departments for employees and household members to assist with their injury recovery time, including on and off duty injuries. Rebound offers advice, support and troubleshoots insurance issues for workers compensation and personal insurance and coordinates specialty appointments in an expedited manner. Rebound added DPW to the benefit in 2020 and in 2021 included all employees. Rebound added Oncology and Cardiology VIP/concierge level of care benefits throughout the treatment and healing process by partnering with Ascension Hospitals and the Cancer Treatment Centers of America.

Rebound is a complete patient navigation and advocacy to help recover faster, return employees back to work faster.

Rebound has presented a three-year contract with a slight cost increase for each of the three years (our current cost for 2024 is \$21,300). The City currently has the ability to offset the cost with grant funds through CVMIC in the amount of \$7,000 for each year.

2025 \$22,540
2026 \$24,093
2027 \$25,646

City Attorney has reviewed and recommended two changes pertaining to the terms within the contract as noted below (currently working through revising the terms accordingly).

Allow the parties the ability to terminate the agreement for convenience with a notice 90 day written notice and expiration of the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Otherwise it is only for cause.

The City to be added as an additional insured as well as to have the limits of liability match the insurance language limits. Otherwise the limits match what you have paid annually to the vendor.

Recommendation: Approve the Rebound agreement as presented.



Ready Rebound, Inc.
311 E. Chicago St.
Suite 520
Milwaukee, WI, 53202
United States

Created On: 11/12/24
Order Form Expiration: 12/12/24
Subscription Start Date: 1/1/25
Subscription End Date: 12/31/27

For bill payments, please send checks to:
Ready Rebound, Inc.
PO Box 8282
Carol Stream, IL 60197-8282

Prepared By: Michelle Rivera on behalf of Chase McCarty
Email: cmccarty@readyrebound.com
Subscription Term: 3-year

Customer Information					
Customer:	City of Greenfield	Contact Name:	Julie Foley	Billing Contact:	Julie Foley
Bill To/Ship To:	7325 W. Forest Home Ave. Greenfield, WI 53220	Email:	julie.foley@greenfieldwi.us	Email:	julie.foley@greenfieldwi.us
		Phone:	414-329-5208		

Order Details	
Billing Frequency: Annual	PO # If Required:
Payment Terms: Net Thirty (30) Days	

SUBSCRIPTION SERVICES:

Product / Service	Member Type	Paid Members	Price per Member per Year	Start Date	End Date	Annual Fee
<i>Ready Rebound Recover</i> 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers. <i>Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers.</i> <i>Service is available for all injury circumstances (including on-duty and off-duty) for paid members, their immediate family, and retirees.</i>	Fire	51	\$ 160.00	1/1/25	12/31/25	\$8,160.00
	Police	73	\$ 160.00	1/1/25	12/31/25	\$11,680.00
	DPW	27	\$ 100.00	1/1/25	12/31/25	\$2,700.00
	Fire	51	\$ 171.00	1/1/26	12/31/26	\$8,721.00
	Police	73	\$ 171.00	1/1/26	12/31/26	\$12,483.00
	DPW	27	\$ 107.00	1/1/26	12/31/26	\$2,889.00
	Fire	51	\$ 182.00	1/1/27	12/31/27	\$9,282.00
	Police	73	\$ 182.00	1/1/27	12/31/27	\$13,286.00
	DPW	27	\$ 114.00	1/1/27	12/31/27	\$3,078.00
Annual Subscription Total:						\$72,279.00

PROFESSIONAL SERVICES:

Professional Service	Amount	Date	Total Price
<i>Implementation</i> Establishment of provider partnerships, department training, and member onboarding. Exact implementation timelines will be confirmed with the Client administration during the Project Kickoff call.	\$ -	1/1/25	\$0.00

Professional Services Total: \$0.00

Billing Table:

Due Date	Amount Due
January 1, 2025	\$22,540.00
January 1, 2026	\$24,093.00
January 1, 2027	\$25,646.00

Order Form Legal Terms

This Order Form is entered into between Ready Rebound, Inc., with its principal place of business at 311 E. Chicago St., Suite 520, Milwaukee, WI 53202 ("Ready Rebound"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Master Subscription Agreement ("MSA") executed by the parties and attached, or if no such MSA is executed or attached, the MSA at <https://readyrebound.com/terms-and-conditions-102dn3> and any applicable Statement of Work ("SOW") incorporated herein in the event additional Professional Services are purchased. The Order Form, MSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Subscription Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the MSA. Each party's acceptance of this Order Form is conditional upon the other's acceptance of the terms in the MSA to the exclusion of all other terms. This Order Form is executed by a duly authorized signatory. In addition the Parties agree to amend the MSA to include the following new section(s):

MSA link: <https://readyrebound.com/terms-and-conditions-102dn3>

Customer:	
Signature:	
Name	
Title	
Date	

Company:	Ready Rebound, Inc.
Signature:	
Name	
Title	
Date	

READY REBOUND MASTER SUBSCRIPTION AGREEMENT

This is a contract between Company and Customer. Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking an "Accept" button, or accessing or using any Service. By signing an Order Form, or accessing or using any Service, Customer confirms that it has read and accepts this Agreement in its entirety. Any different or additional terms Customer may reference or provide to Company are overridden by this Agreement.

1. CONTRACT STRUCTURE AND ORDER-OF-PRECEDENCE

This Master Subscription Agreement ("**MSA**") is entered into between Ready Rebound, Inc. ("**Company**") and customer ("**Customer**") identified on the corresponding mutually executed order document between Customer and Company that references this MSA ("**Order Form**") as of the latest date set forth on the signature page of the Order Form ("**Effective Date**"). If Customer purchases Professional Services from Company, the Parties must enter into a statement of work ("**SOW**") describing those Services in the event such Professional Services are not described in the Order Form. In addition to the terms and conditions of the MSA, Customer's use of certain Services is subject to the additional terms and conditions provided in the Order Form ("**Service-Specific Terms**"). By using the Services listed in these Service-Specific Terms, Customer agrees that these Service-Specific Terms are incorporated into the MSA. Capitalized terms used below have the same meanings as used in the Agreement, unless expressly defined otherwise. This MSA, the Service-Specific Terms, all Order Forms and SOWs (collectively, the "**Agreement**") govern Customer's access to and use of Company's Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order- of-precedence applies: SOW takes precedence and prevails over its associated Order Form solely with respect to its subject matter; an Order Form takes precedence and prevails over this MSA solely with respect to its subject matter; and Service-Specific Terms takes precedence and prevails over this MSA solely with respect to its subject matter. Customer and Company may be referred to in the Agreement individually as a "**Party**" and collectively as the "**Parties**."

2. OWNERSHIP OF SERVICE AND CUSTOMER DATA

2.1 Ownership of the Service. The Service and Company Technology are the property of Company and its licensors, and are protected by copyright, patent, trade secret and other intellectual property laws. Company and its licensors retain any and all rights, title and interest in and to the Service and Company Technology (including all intellectual property rights), including all copies, modifications, improvements, extensions and derivative works thereof and any software, applications, inventions or other technology developed in connection with supporting the Company Technology. Customer's right to use the Service and Company Technology is limited to the rights expressly granted in this MSA and the applicable Order Forms. All rights not expressly granted to Customer are reserved and retained by Company and its licensors.

2.2 Ownership and Use of Customer Data. As between Customer and Company all Customer Data is the property of Customer. Company may store, access and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other Company offerings.

2.3 Storage. Company stores Customer Data in data centers that are owned and controlled by Company or owned and controlled by a third-party vendor of Company. Customer Data may be accessed remotely for support and technical operations purposes from outside the US.

2.4 Feedback. Customer grants Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Services Customer's Feedback. Company will exclusively own any improvements or modifications to the Services based on or derived from any of Customer's Feedback including all intellectual property rights in and to the improvements and modifications.

3. GRANT OF ACCESS

Subject to the terms and conditions of this MSA, Company hereby grants to Customer the non-exclusive, non-transferable (except as specified in [Section 14.2](#) (Assignment)) right to access and use the Service and Company Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable Order Form(s) and SOWs. Unless otherwise set forth in an applicable Order Form, the usage allotments (e.g., number of members) to which Customer is entitled will correspond to the Service to which Customer then subscribes.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription, Company may (i) require Customer to pay any Fees associated therewith; or (ii) terminate all applicable Order Forms for cause in accordance with [Section 6.2\(b\)](#) (Termination of Order Form or SOW).

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsible for Member Accounts. Customer is responsible for all activity occurring under Customer's Member accounts (except to the extent any such activity is caused by Company) and for complying with all laws and regulations applicable to Customer's use of the Service and Company Technology.

4.2 Use Restrictions. Customer must not, without Company's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service or Company Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or Company Technology; (c) reverse engineering of the Service or Company Technology; (d) gaining of unauthorized access to the Service, Company Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, Company Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service or Company Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or Company Technology. Customer also must use reasonable security measures to access the Service and Company Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or Company Technology. Company also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or Company Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

4.3 No Export; Government Use. Customer may not remove or export from the United States or allow the export or re-export of the Services, Company Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Technology and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4.4 No Medical Advice. The Content and other materials created by Company or obtained from Company's licensors, and other materials contained on the Service are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Customer acknowledges that Members should seek the advice of their physician or other qualified health provider with any questions they may have regarding a medical condition. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by Company, Company employees, others appearing on the Service at the invitation of Company is solely at the Members own risk. The service providers and professionals utilizing or featured on the Service are not Company employees. Any health education, opinions, advice, or information expressed by a professional or service provider utilizing or featured on the Service are of the professional

and the professional alone. They do not reflect the opinions of the Company. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Company or by a licensee of Company.

4.5 **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

5. SUPPORT

5.1 **Support.** Subject to the terms hereof, Company will provide Customer with reasonable online technical support Services on weekdays during the hours of 9:00 am through 5:00 pm Central Time, with the exclusion of Federal Holidays.

6. TERM, TERMINATION AND EFFECT OF TERMINATION

6.1 TERM

6.1(a) **Term of MSA.** This MSA will begin on the Effective Date and continue in effect until all Order Forms and SOWs, if any, expire or are terminated in accordance with this MSA.

6.1(b) **Term of Order Forms.** The initial term of each Order Form will start on the Start Date and end on the End Date as each is identified on the Order Form (the "**Initial Service Term**"), and shall renew automatically as set forth below.

Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with Section 6.2(b), upon expiration of the Initial Service Term, the relevant Order Form will automatically renew on an annual basis for subsequent renewal terms of twelve (12) months (each a "**Renewal Service Term**"), unless either Party notifies the other Party in writing, at least ninety (90) days (subject to Section 7.2) prior to the end of the then-current Service Term, that it chooses not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to in the Agreement collectively as the "**Service Term**."

6.2 TERMINATION

6.2(a) **Termination of Agreement.** Neither Party will have the right to terminate the Agreement without legally valid cause (no termination "for convenience"). This MSA will automatically terminate upon the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) **Termination of Order Form or SOW.** Either Party may terminate an Order Form or SOW in accordance with their respective terms. Either Party may terminate an Order Form or SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

(c) **Termination for Change of Law.** Notwithstanding anything to the contrary in this MSA, if complying with any law applicable to the Service by Company enacted after the Effective Date would materially change the Parties' costs or risks in providing the Service, then the Parties' respective legal counsel will promptly meet to discuss alternative options. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all Order Forms and SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and Company's sole obligation (except to the extent otherwise expressly stated in this MSA) will be for Company to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

6.3 EFFECT OF TERMINATION

6.3(a) **Effect of Expiration or Termination of MSA.** Sections 1.2, 4.2 - 4.4, 6.3, 12, 13, 14, and 15 of this MSA will survive any expiration or termination of this MSA. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the applicable Order Form or SOW.

(b) **Effect of Termination of MSA, Order Form or SOW.**

Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates an Order Form, SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if Company terminates an Order Form, SOW or this MSA for uncured material breach in accordance with Section 6.2, all amounts owed by Customer thereunder will become due and payable.

7. ORDER PROCESS

Customer orders the Service via one or more Order Forms, and Customer orders Company's Professional Services via one or more SOW. Customer's Affiliates are also permitted to sign Order Forms and SOWs with Company that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting such Affiliate Order Forms and SOW; provided, however, that Company's maximum liability under Section 12 to Customer and all of its Affiliates who sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in Section 12.

7.1 **Purchase Orders.** If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to Company such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.2 **Modification of Fees Upon Renewal.** Company reserves the right to modify the Fees for its Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term. Unless Customer notifies Company in writing at least twenty (20) days prior to the end of the then-current Service Term that Customer chooses not to renew such Order Form(s), the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

8. FEES AND PAYMENT

8.1 **Payment Details.** Customer must pay all fees and charges in accordance with this MSA and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this MSA, or in an Order Form or SOW:

- a. all obligations to pay Fees are non-cancelable and non-refundable;
- b. Customer must make all payments without setoffs, withholdings or deductions of any kind;
- c. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when Company emails them to Customer's designated billing contact); and
- d. all Fees must be paid in U.S. Dollars.

In accordance with each Order Form: (i) Company charges and collects in advance the annual Fees for use of the Service based on the Service subscribed to by Customer (after the Initial Service Term, Company will invoice Customer for such annual Fees at least thirty (30) days prior to the start of each Renewal Service Term); and (ii) if Customer's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.2 **Taxes.** Company's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on Company's income or which do not arise from any Order Form or SOW. If Company has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides Company a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Company receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's admin user address as set forth in the applicable Order Form. Customer may update such address by providing written notice to Company and taxes will be updated on a prospective basis.

8.3 **Customer Contact Information.** Customer agrees to provide Company accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Company's Accounts Receivable team at invoices@readyrebound.com.

8.4 **Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Company may have under this MSA or applicable law:

- a. Customer will owe Company an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- b. Company will be entitled to recover its reasonable costs of collection;
- c. Company may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and
- d. If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Company, which may be provided via email to Customer's designated billing contact, Company may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with [Section 6](#). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

9. THIRD PARTY INTERACTIONS

To the extent Customer's use of the Service requires use of any third-party products, packages or services not made available by Company (e.g., Salesforce CRM, Amazon Web Services or a Web browser), Customer may be required to separately purchase or license such products, packages or services directly from the applicable third party. In addition, in connection with using the Service, Customer may choose to purchase or license certain other third-party products, packages or services identified by the Company. Any third-party products, packages and services and any terms associated therewith are between Customer and the relevant third parties. Company does not license, support, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Company have any liability whatsoever in connection therewith, even if Customer has directed Company to implement or configure the third-party products, packages or services. Customer is responsible for the conduct of any third party which obtains access to the Services from Customer.

10. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from Company relating to the Service ("**Professional Services**"), the Parties will mutually agree to one or more separate SOW (or if applicable, Order Form) containing the relevant description of services. Company Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Company retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Company (either alone or jointly with Customer or others) and provided to Customer, and any derivative works thereof, excluding any Customer Confidential Information. Company grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Company provides with the Professional Services internally in connection with the Service during the Term of this Agreement. Customer may not create derivative works of any materials Company provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) Company from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 **Mutual Warranties.** Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 **Additional Customer Warranties:** Customer Party represents and warrants it will not use the Services for any illegal or unauthorized purposes and the use of the Services will not violate any applicable law or regulation.

11.3 **Additional Company Commitments.** Company further represents and warrants that:

- a. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, time bombs, cancelbots and other computer programming routines designed to damage or detrimentally interfere with software or data;
- b. The Service will perform substantially in accordance with the relevant documentation;
- c. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Company's Normal Communication Channels, of any scheduled changes Company believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**"); and
- d. Professional Services provided by Company will be performed in a professional and workmanlike manner.

If Company breaches any warranties in this [Section 11.3](#), Customer's exclusive remedy and Company's sole obligation will be for Company to make reasonable efforts to correct the non-conformity or, if Company is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) or SOW and receive a refund, on a pro rata basis, of any Fees prepaid under such Order Form(s) or SOW that are unused as of the termination effective date.

e. It shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Service. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.4 **Warranty Disclaimers.** EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS MSA: (A) COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND

ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY COMPANY.

CUSTOMER IS RESPONSIBLE FOR USING THE SERVICE IN COMPLIANCE WITH APPLICABLE LAW. USE OF THE SERVICE IS NOT A GUARANTEE OF COMPLIANCE WITH APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY COMPANY.

CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 EXCEPT FOR (A) FEES DUE TO COMPANY UNDER APPLICABLE ORDER FORMS AND SOWS, (B) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 4.2 (USE RESTRICTIONS), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

12.2 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND

12.3 THE TERMS OF SECTION 12 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY, CLAIM OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 12 ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN CUSTOMER AND COMPANY, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY. COMPANY SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SERVICE PROVIDERS ON THE SERVICE.

13. CONFIDENTIALITY

13.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or

(b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Company's Confidential Information includes pricing terms offered under any Order Form, Company's non-public business plans, all non-public aspects of the Company Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.3 Exclusions. Recipient's obligations under Section 13 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

13.4 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

13.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

14. GENERAL

14.1 Governing Law and Dispute Resolution. The Agreement is governed by Wisconsin law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin, USA. However, other than with respect to seeking injunctive relief in connection with matters that qualify for such an extraordinary remedy under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing such notice.

14.2 **Assignment and Other Transfers.** Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Company, Company will have the right to terminate this Agreement, including all associated Order Forms and SOW, for cause under Section 6.2 (in the event of such a termination, Company will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date); and (ii) Customer is not allowed to transfer to a successor-in-interest or Affiliate a subscription to a particular version of the Service if in Company's sole determination such successor-in-interest or Affiliate would not otherwise be eligible to subscribe to that version.

In the event of a transfer by Customer that is permitted under this section, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

14.3 **Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 **Marketing.** Company may: (i) identify Customer as a Company customer; (ii) issue a mutually agreed press release announcing that Customer has selected Company as a vendor; and (iii) during the Initial Service Term, make available a member of the Customer marketing department to participate in virtual meetings with Company's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

14.5 **Independent Contractors.** The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 **Notices.** All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Company at hello@readyrebound.com, and Company may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 **Anti-Corruption.** Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 **Export.** Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments). Customer shall not make the Service available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

14.9 **Contract Revisions.** Company may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Company sends the notice.

14.10 **Entire Agreement.** This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Company regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between Company and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

15. DEFINITIONS

As used in the Agreement:

"**Affiliate**" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"**Content**" means the audio and visual information, documentation and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"**Customer Data**" means any data, information or material processed by the Service (including Personal Data) in the course of Customer or Members' use of the Service;

"**Customer Personal Data**" means that portion of Customer Data that is Personal Data received from Customer or Members in the course of accessing or using the Services pursuant to the Agreement.

"**including**" (and its variants) means including without limitation.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Services provided by Customer to Company.

"**Normal Communication Channels**" means the online channels through which Company normally communicates important information to its customers, e.g., the email address(es) provided by Customer (Customer must opt-into Company's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

"**Personal Data**" means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information).;

"**Service**" means Company's offerings ordered by Customer on an Order Form (including all related Content);

"**SOW**" means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Company provides its Professional Services;

"**Member(s)**" means Customer's employees, representatives, consultants, contractors and agents who have been authorized by Customer to use Service; and

"**Company Technology**" means all of Company's and its licensors' proprietary technology that Company makes available to Customer as part of or in connection with Customer's subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).



Committee: Finance & Human Resources
Introduced By: Assistant Chief Dan Weber

Item Number:
Date Introduced: 11/13/2024

RELATING TO: Discussion and decision to transfer funds from the Fire Department CE2432 (Ambulance 806) account to the CE2434 account (Pierce Fire Engine) for the purchase of fire equipment

SUMMARY:

The account CE2432 (Ambulance-Fleet #806) was used to remount a med unit earlier this year (completion in January). This project came in under budget. The purpose of moving the remainder of these funds is to use them to purchase fire equipment in need of replacement.

- The amount to be moved from project number CE2432 (Ambulance-Fleet #806) to CE2434 (Pierce Fire Engine #812) is \$10,329
- This reallocation of funds has been discussed with finance.



Committee: Finance and HR Committee

Item Number:

Introduced By: AC Daniel Weber

Date Introduced: 11/13/2024

RELATING TO: Discussion and decision to approve the recommended changes to the ambulance and car accident billing rates outlined in ordinance 2922

SUMMARY: The current ambulance billing rates under ordinance 2922 have not been updated since 2019. Our current billing company has also been seeing itemized charges getting denied by some private insurance payers. They recommend going to a bundled rate to capture the full reimbursement of our ambulance services.

Ordinance 2922 also outlines the current car accident billing rates. Car accident billing has been done internally and the reimbursements have been difficult to come by. The department is looking to utilize the services of Fire Recovery USA for car accident billing going forward.

We are looking for a discussion and decision to approve the recommended changes to the ambulance and car accident billing rates under ordinance 2922.

These changes were recommended by the Legislative Committee on 11/11/2024

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 3.12(7)(a) AND SECTION 3.12(7)(g) OF THE
MUNICIPAL CODE REGARDING EMERGENCY MEDICAL SERVICES & ACCIDENT
RATES

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

PART I. Section 3.12(7)(a) and Section 3.12(7)(g) of the Municipal Code is hereby repealed and
recreated to read as follows:

“Section 3.12(7) FIRE DEPARTMENT

(a) Ambulance Charges

Item

1. Ambulance Conveyance Fees	Unit	Fee
BLS (Basic Life Support) Transport	each	\$1400.00
ALS1 (Advanced Life Support) Transport	each	\$1700.00
ALS2 (Advanced Life Support) Transport	each	\$1700.00
Mileage (rate per loaded mile)	each	\$22.00
Care Provided/Refused Transport	each	\$400.00

(g) Response to Motor Vehicle Accident Charges

Level 1 Response	hour	\$602.00
Level 2 Response	hour	\$687.00
Level 3 Response (Car Fire)	hour	\$838.00
Extrication (Add-on)	hour	\$1,811.00

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of
November, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2024 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Greenfield Fire Department**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company except as required by applicable law. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

Greenfield Fire Department
4333 S 92ND ST
Greenfield, WI 53228

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous

understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

Greenfield Fire Department

Signature: _____

Name (printed): _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$602.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$687.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$838.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,811.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$553.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$972.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,473.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,199.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$554 plus \$68 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,110 plus \$68 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$347 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

ACCOUNT CLASSIFICA AND FUNCTION		2023 ACTIVITY	2024 ORIGINAL BUDGET	2024 ACTIVITY THRU 09/30/24	BALANCE REMAINING
DESCRIPTION					
ESTIMATED REVENUES					
TAXES	TAXES	20,099,466	20,154,229	20,119,550	34,679.00
INTGOV	INTERGOVERNMENTAL	4,263,172	5,074,404	3,092,809	1,981,595.00
L&P	LICENSES AND PERMITS	1,156,512	1,218,950	912,269	306,681.00
FINES	FINES-FORFEITS-PENALTIES	830,004	802,000	615,593	186,407.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,462,918	1,983,500	1,594,665	388,835.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,585,017	1,388,561	999,746	388,815.00
MISC REV	MISCELLANEOUS REVENUE	851,295	487,369	553,396	(66,027.00)
OTH FIN	OTHER FINANCING SOURCES		600,447	331	600,116.00
TOTAL ESTIMATED REVENUES		31,248,384	31,709,460	27,888,359	3,821,101.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,116,923	4,242,413	3,021,028	1,221,385.00
PS	PUBLIC SAFETY	19,947,346	20,783,414	14,245,811	6,537,603.00
PW	PUBLIC WORKS	4,265,084	4,080,839	3,390,965	689,874.00
HHS	HEALTH AND HUMAN SERVICES	565,873	972,687	826,239	146,448.00
CRE	CULTURE, REC AND EDUCATION	1,186,812	1,400,244	951,698	448,546.00
PD	PLANNING AND DEVELOPMENT	187,569	214,863	147,712	67,151.00
OTHER	OTHER FINANCING SOURCES (USES)	188,343	15,000	15,569	(569.00)
TOTAL APPROPRIATIONS		30,457,950	31,709,460	22,599,022	9,110,438.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		790,434		5,289,337	5,289,337.00
BEGINNING FUND BALANCE		9,460,411	10,250,851	10,250,851	
ENDING FUND BALANCE		10,250,845	10,250,851	15,540,188	

PACKETS FOR TUESDAY, 11 / 13 / 2024 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	10/11/2024	\$	696,032.66
AP CHECKS	10/18/2024	\$	313,602.19
AP CHECKS	10/25/2024	\$	595,811.68
AP CHECKS	11/1/2024	\$	331,809.00

WIRE TRANSFERS - OCTOBER		\$	816,599.38
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P-CARDS - OCTOBER		\$	161,631.16
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TOTAL \$			2,915,486.07
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CC: PAULA

CC: FINANCE FOLDER

LOCAL GOVERNMENT INVESTMENT POOL

September 2024 Statement

August Ending Balance	\$	36,334,392.76
0 Deposit (s) in September		-
2 Withdrawal(s) in September		3,500,000.00
September Interest Earnings @ 5.23%		153,616.23
TOTAL	\$	32,988,008.99

SEPTEMBER 2024
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$977,857.88	12/31/2001	variable		\$40.19	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,073,115.54	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$0.00					
Ehlers Investment Partners X- GRD 2021B	\$95,130.45	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$1,466,103.17					
Ehlers Investment Partnes X - 2022A X-3025	\$785,181.91					
Associated Bank Investments	\$6,739,157.94	3/15/2022	variable			
Totals	\$17,136,546.89				\$40.19	

LOCAL GOVERNMENT INVESTMENT POOL

October 2024 Statement

September Ending Balance	\$	32,988,008.99
1 Deposit (s) in October		480,719.30
5 Withdrawal(s) in October		3,250,000.00
October Interest Earnings @ 4.93%		132,636.05
TOTAL	\$	30,351,364.34

OCTOBER 2024
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$977,898.07	12/31/2001	variable		\$41.53	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,076,977.40	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$0.00					
Ehlers Investment Partners X- GRD 2021B	\$95,481.59	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$1,472,117.24					
Ehlers Investment Partnes X - 2022A X-3025	\$788,080.15					
Associated Bank Investments	\$6,702,348.48	3/15/2022	variable			
Totals	\$17,112,902.93				\$41.53	