



COMMON COUNCIL MEETING AGENDA

Tuesday, January 7, 2025 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the December 17, 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 an expansion of NiNi's Pizzeria, an existing limited-service restaurant, to be located at 6125 W. Cold Spring Rd., submitted by Enea Gjika, d/b/a Enea Gjika Pizza, LLC. (Tax Key No. 603-9999-001) (PC-11/12/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for an expansion of NiNi's Pizzeria, an existing limited-service restaurant, to be located at 6125 W. Cold Spring Rd., submitted by Enea Gjika, d/b/a Enea Gjika Pizza, LLC. (Tax Key No. 603-9999-001) (PC-11/12/24 Kastner)
 - b. Approve a Site Plan Review for an expansion of NiNi's Pizzeria, an existing limited-service restaurant, to be located at 6125 W. Cold Spring Rd., submitted by Enea Gjika, d/b/a Enea Gjika Pizza, LLC. (Tax Key No. 603-9999-001) (PC-11/12/24 Kastner)
 - 2. Public Hearing on a Special Use Permit for Radiant Healing Massage & Wellness, a proposed massage business, located at 8555 W. Forest Home Ave., Suite 203, submitted by Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness. (Tax Key No. 615-9941-005) (PC-11/12/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Radiant Healing Massage & Wellness, a proposed massage business, located at 8555 W. Forest Home Ave., Suite 203, submitted by Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness. (Tax Key No. 615-9941-005) (PC-11/12/24 Kastner)
 - b. Approve a Site Plan Review for Radiant Healing Massage & Wellness, a proposed massage business, located at 8555 W. Forest Home Ave., Suite 203, submitted by Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness. (Tax Key No. 615-9941-005) (PC-11/12/24 Kastner)
 - 3. Public Hearing on a Special Use Permit for Revival Ink, a proposed tattoo business, located at 10901 W. Sunset Ln., Suite 211, submitted by Malia Kent, d/b/a Revival Ink Studio. (Tax Key No. 609-9994-009) (PC-11/12/24 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Revival Ink, a proposed tattoo business, located at 10901 W. Sunset Ln., Suite 211, submitted by Malia Kent, d/b/a Revival Ink Studio.

(Tax Key No. 609-9994-009) (PC-11/12/24 Kastner)

- b. Approve a Site Plan Review for Revival Ink, a proposed tattoo business, located at 10901 W. Sunset Ln., Suite 211, submitted by Malia Kent, d/b/a Revival Ink Studio. (Tax Key No. 609-9994-009) (PC-11/12/24 Kastner)

J. Old Business

1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Two members to the Civil Service Commission for terms to expire 5/1/27 (formerly David Podeszwa and Paul Leu)
2. Reconsider/reapprove 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)] (CC: 11/19/24 & 12/17/24)

K. New Business

1. Letter of resignation received from Melissa Mendoza on the Public Library Board. (Goergen)
2. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Public Library Board for a term to expire 7-1-25 (formerly Melissa Mendoza).
3. Approve applications for 2024-2025 operator licenses (Goergen)
4. Approve application for a Temporary Class "B" Retailer's License received from Harley Owner's Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Audio Service Work Shop event on January 18, 2025, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
5. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the 2025 Model Roll Out Event on January 25, 2025, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
6. Approve an addendum #3 to an existing license agreement with We Energies, for connections to the Powerline Trail by the Cold Spring Crossing Apartments LLC (Mandel Group). (Katz)
7. Approve a Sewer Agreement with City of Milwaukee for a City of Greenfield storm sewer connection to City of Milwaukee storm sewer in the 8100 block of W Van Beck Ave. (Katz)
8. Approve a professional services agreement between the City of Greenfield and Safebuilt Wisconsin, LLC. (Katz)

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 an expansion of NiNi's Pizzeria, an existing limited-service restaurant, to be located at 6125 W. Cold Spring Rd., submitted by Enea Gjika, d/b/a Enea Gjika Pizza, LLC.
(Tax Key No. 603-9999-001)

WHEREAS, Enea Gjika, d/b/a Enea Gjika Pizza, LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, for an interior expansion of NiNi's Pizzeria, an existing limited-service restaurant, to be located at 6125 W. Cold Spring Rd.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 7, 2025, 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, Enea Gjika, d/b/a Enea Gjika Pizza, LLC, currently rents the tenant space located at 6131 W. Cold Spring Rd., Greenfield, WI 53220.
2. The applicant will lease a portion of the multi-tenant commercial building owned by Jaystores LLC, 6115 W. Cold Spring Rd., Greenfield, WI 53220.
3. NiNi's Pizzeria will occupy approximately 2,200 sq. ft. of tenant space within the multi-tenant commercial building located at 6115 W. Cold Spring Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 1007, being a part of the Southeast 1/4 of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin.

Tax Key No. 603-9999-001

Said land being located at 6115 – 6135 W. Cold Spring Rd.

4. The applicant is proposing an expansion of the existing NiNi's Pizzeria restaurant by leasing the additional space abutting the existing limited-service restaurant.
5. The aforesaid premise is zoned C1 Neighborhood Commercial District under the Zoning Ordinance of the City of Greenfield; the premise permits limited-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is located along W. Cold Spring Rd., which is a transition area between uses. Properties to the north, west, and south are developed as residential. Properties to the north and east are developed as commercial.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Enea Gjika, d/b/a Enea Gjika Pizza, LLC, for an interior expansion of NiNi's Pizzeria, an existing limited-service restaurant, to be located at 6125 W. Cold Spring Rd., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on November 12, 2024 and by the Common Council on January 7, 2025. 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 NiNi's Pizzeria, will be 3:00pm to 9:00pm, Monday through Thursday and 11:00am to 9:00pm, Friday through Sunday.
4. Off-Street Parking. A total of 33 off-street parking stalls are required for NiNi's Pizzeria. The entire multi-tenant commercial building requires a total of 50 off-street parking spaces. The property will provide 19 off-street parking stalls. The Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

Enea Gjika, d/b/a Enea Gjika Pizza, LLC

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for Radiant Healing Massage & Wellness, a proposed massage business, located at 8555 W. Forest Home Ave., Suite 203, submitted by Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness. (Tax Key No. 615-9941-005)

WHEREAS, Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Radiant Healing Massage & Wellness, a proposed massage business, located at 8555 W. Forest Home Ave., Suite 203; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 7, 2025, 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, Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness, resides at 5211 Roberts Dr., Greendale, WI 53129.
2. The applicant will lease a portion of the multi-tenant commercial building owned by Forest Green & 84th Street Transfer, LLC, 8555 W. Forest Home Ave., Suite 160, Greenfield, WI 53228.
3. Radiant Healing Massage & Wellness will occupy approximately 1,200 sq. ft. of tenant space within the multi-tenant commercial building located at 8555 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8002, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin

Tax Key No. 615-9941-005

Said land being located at 8555-8575 W. Forest Home Ave.

4. The applicant is proposing to establish a massage business within the existing multi-tenant office building.
5. The aforesaid premise is zoned Planned Unit Development District under the Zoning Ordinance of the City of Greenfield, which permits offices of all other miscellaneous health practitioners as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the W. Forest Home Ave. commercial corridor. Properties to the north and west are developed as commercial. Properties to the north, east, and south are developed as residential. Properties to the south are developed as institutional.

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 Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness, a proposed massage business, located at 8555 W. Forest Home 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 November 12, 2024 and by the Common Council on January 7, 2025. 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 Radiant Healing Massage & Wellness, will be 8:00am to 9:00pm, daily.
4. Off-Street Parking. The entire multi-tenant commercial building requires a total of 149 off-street parking spaces. The property will provide 154 off-street parking stalls.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Lara Pfeffer, d/b/a Radiant Healing Massage & Wellness

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for Revival Ink, a proposed tattoo business, located at 10901 W. Sunset Ln., Suite 211, submitted by Malia Kent, d/b/a Revival Ink Studio. (Tax Key No. 609-9994-009)

WHEREAS, Malia Kent, d/b/a Revival Ink Studio, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Revival Ink Studio, a proposed tattoo business, located at 10901 W. Sunset Ln., Suite 211; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 7, 2025, 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, Malia Kent, d/b/a Revival Ink Studio, resides at N88W15180 Cleveland Ave, Menomonee Falls, WI 53051.
2. The applicant will lease a portion of the multi-tenant commercial building owned by Avery and Birch, LLC, 10901 W. Sunset Ln., Greenfield, WI 53228.
3. Revival Ink Studio will occupy approximately 165 sq. ft. of tenant space within the multi-tenant commercial building located at 10901 W. Sunset Ln., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 7988, being a part of the Southeast ½ of Section 19, Township 6 North, Range 21 East, 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 tattoo business within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned Planned Unit Development District under the Zoning Ordinance of the City of Greenfield, which permits 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 Malia Kent, d/b/a Revival Ink Studio, a proposed tattoo business, located at 10901 W. Sunset Ln., Suite 211, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on November 12, 2024 and by the Common Council on January 7, 2025. 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 Revival Ink Studio, will be 10:00am to 5:00pm, Monday through Friday, 10:00am to 3:00pm, Saturday, and closed on Sunday.
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.

Malia Kent, d/b/a Revival Ink Studio

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

S:\Planning\Plan Commission\2024\11-12-24\Revival Ink - SUP\Resolution - Revival Ink 1-7-25.docx

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/ 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/ 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/ 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



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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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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

ORDINANCE NO. 3067

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 15 and the total number of off-premises large retailers shall be limited to 10. 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/convenience 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, Reserve “Class B,” Class “B” fermented malt beverage license, Class C wine license, or any combination thereof, 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 17th day of December, 2024.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

01/03/2025

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Dexaben Gajjar	6609 Manchester Dr	Greendale, WI 53129
Dineo Karlen Black	2211 W Rohr AVE	MILWAUKEE, WI 53209
Stephen Michael Davis	1717 N 49th ST	Milwaukee, WI 53208



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 7, 2025

RELATING TO:

Approve an addendum #3 to an existing license agreement with We Energies, for connections to the Powerline Trail by the Cold Spring Crossing Apartments LLC (Mandel Group).

SUMMARY:

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

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

Cold Spring Crossing Apartments LLC (Mandel Group) will construct two side connection paths to the Powerline Trail as part of their development and Greenfield will take over long term ownership and maintenance of the new paths on We Energies land.

This amendment #3 will extend those rights for the Powerline Trail to the two new side connections paths.

FINANCIAL:

None

RECOMMENDATION:

Approve an addendum #3 to an existing license agreement with We Energies, for connections to the Powerline Trail by the Cold Spring Crossing Apartments LLC (Mandel Group).

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

ADDENDUM #3
CITY OF GREENFIELD POWERLINE TRAIL – TRAIL CONNECTIONS

THIS LICENSE AGREEMENT (this “Agreement”), is entered into as of the ____ day of _____, 2024 (the “Effective Date”) by and among **Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies** (“Licensor”), **Cold Spring Crossing Apartments LLC** (“Licensee”) and the **City of Greenfield, a municipal corporation** (the “City”; Licensor, Licensee and the City are sometimes collectively referred to as the “Parties” and individually as a “Party”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of certain real property located in the Northwest ¼ of Section 21, Township 06 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is described on the map attached hereto as Exhibit A (the “Licensor Property”).

WHEREAS, pursuant to that certain License Agreement dated as of December 15, 2021 (the “2021 Agreement”, a copy of which is attached hereto as Exhibit B), Licensor granted to the City a license and permission to develop and use a part of the Licensor Property (the “Premises”) for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use).

WHEREAS, the City has constructed and maintains a recreational trail, known generally as the Powerline Recreation Trail, on the Premises (the “Powerline Trail”).

WHEREAS, Licensee is the owner of certain real property adjacent to the Licensor Property, which is located at 4200 South 76th Street and is known generally as Cold Spring Crossing Apartments LLC (the “Licensee Property”). The Licensee Property is depicted on Exhibit C attached hereto.

WHEREAS, Licensee desires to construct on the Licensor Property certain extensions of the Powerline Trail to connect the Powerline Trail to the Licensee Property (the “Connecting Trails”). Plans and specifications showing the locations (the “Connecting Trail Locations”) and other attributes of the Connecting Trails are attached hereto as Exhibit D (the “Plans and Specifications”).

WHEREAS, Licensor, Licensee and the City now desire to enter into this Agreement to provide for the construction and maintenance operation of the Connecting Trails.

NOW, THEREFORE, in consideration of the covenants, conditions, and agreements hereinafter contained, the Parties hereby agree as follows:

1. **Connecting Trails License**: Licensor hereby grants to Licensee a temporary, non-exclusive license and permission to construct, at Licensee’s sole cost and expense, the Connecting Trails. The Connecting Trails shall be constructed on two strips of land, each measuring approximately ten (10) feet wide by 95 feet long, as depicted in the Plans and Specifications. Licensee shall construct the Connecting Trails in a good and workmanlike manner, in accordance with the Plans and Specifications and the terms, covenants and conditions of this Agreement. Licensee shall complete construction of the Connecting Trails not later than December 31, 2027. The license and permission set forth in this Section 1 shall expire thirty (30) days after completion of construction of the Connecting Trails.
2. **Incorporation of Connecting Trails into Powerline Trail**. The Parties agree that upon completion of construction of the Connecting Trails, the Connecting Trails will be added to the Powerline Trail and thereafter the City shall maintain, repair, oversee and manage the Connecting Trails in accordance with the

2021 Agreement, and all of the covenants, terms and conditions of the 2021 Agreement shall apply to the Connecting Trails.

3. **Term:** The term of this Agreement (the "Term") shall be from the Effective Date until the expiration or termination of the 2021 Agreement, subject to termination as set forth in this Agreement; provided, however, that the licenses described in Sections 1 and 2 above shall expire as set forth in such Sections.
4. **Termination:** After the expiration or termination of the 2021 Agreement, this Agreement may be terminated at any time and for any reason by any Party by providing at least 180 days prior written notice to the other Parties of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of the Licensor Property for its purposes, or in the event Licensee and/or the City shall be in default under any of the covenants, terms or conditions of this Agreement, then upon written notice to Licensee and the City, Licensor may terminate this Agreement and the City shall, not later than 90 days after receiving notice of such termination, at its sole cost and expense, remove the Connecting Trails.
5. **Assignment:** No Party may assign this Agreement or permit any transfer by operation of law or otherwise of its interest hereunder without the prior written consent of the other Parties (which will not be unreasonably withheld).
6. **Acceptance of Premises:** Licensee and the City agree that the Connecting Trail Locations are being made available pursuant to the licenses set forth above in "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Connecting Trail Location, Premises or Licensor Property, or anything thereon or therein. Licensee and the City have examined the Connecting Trail Locations and acknowledge the condition thereof and that no representations or warranties as to the condition or repair thereof, and no agreements to make any alterations, repairs or improvements in or about the Connecting Trail Locations, Premises or Licensor Property, have been made by Licensor. Licensee's taking possession of the Connecting Trail Locations shall be conclusive evidence as against Licensee that the Connecting Trail Locations were in good order and satisfactory condition for use as the Connecting Trails. Licensor shall not be liable for any damages arising from acts or neglect of Licensee, the City or any of their invitees or users of the Connecting Trail Locations whether authorized to use the Connecting Trail Locations or not.
7. **Permitted and Prohibited Uses:** The Connecting Trail Locations shall be used for the purpose of constructing and installing the Connecting Trails. All work shall be at the sole cost and expense of Licensee. No vehicles, trucks, cars or equipment are to be parked or materials stored on the Licensor Property at any time without specific written approval of Licensor. Furthermore, Licensee and the City agree that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Powerline Trail, Connecting Trails or Licensor Property. However, Licensee and the City shall be permitted to use motorized vehicles for the construction of the Connecting Trails. Licensee and the City also agree that no horses will be used or permitted on the Licensor Property. Licensee and the City agree that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereafter "ATC"), and its successors and assigns, on or about the Licensor Property.
8. **Signage:** Licensee and the City shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Licensor Property at any time.
9. **Construction and Other Liens:** Licensee and the City shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Licensor Property, for any claim in favor of any person dealing with Licensee and/or the City, including those who may furnish materials or perform labor for any construction or repairs.
10. **Diggers Hotline:** Licensee or the City (as applicable) shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Licensor Property, in order to determine the location of electric, telephone, water, communication and natural gas

facilities within the Licensor Property in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.

11. **Plan Review and Approval:** Licensee or the City (as applicable) will not install or construct, or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved location of the Connecting Trails as shown on the approved Plans and Specifications without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof, not unreasonably withheld.
12. **Height Restrictions:** Licensee and the City hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Licensor Property having a height in excess of 12 feet above ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
13. **Runoff Control:** Licensee and the City, and their respective contractors, shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources ("WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of work within the Connecting Trail Locations or all adjoining areas shall be restored.
14. **Drainage and Grade Changes:**
 - A. During the period of construction of the Connecting Trails, Licensee shall, at its sole cost and expense, grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Connecting Trail Locations as may be permitted by Licensor, except that Licensee shall not in any manner alter or change the original ground grade level of the Connecting Trail Locations, or alter in any manner the drainage on the Connecting Trail Locations, without obtaining written permission from Licensor and except where permitted in this Agreement. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem reasonably necessary to adequately drain the Connecting Trail Locations, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee and the City hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of Licensee and to the complete satisfaction of Licensor.
 - B. After the period of construction of the Connecting Trails, the City shall, at its sole cost and expense, grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Connecting Trail Locations as may be permitted by Licensor, except that the City shall not in any manner alter or change the original ground grade level of the Connecting Trail Locations, or alter in any manner the drainage on the Connecting Trail Locations, without obtaining written permission from Licensor and except where permitted in this Agreement. Licensor, at its sole discretion, may require the City to install such drainage facilities as Licensor may deem necessary to adequately drain the Connecting Trail Locations, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by Licensee or the City hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the City and to the complete satisfaction of Licensor.
15. **Maintenance and Landscaping:** After the period of construction of the Connecting Trails, the City shall, at its sole cost and expense, keep the Connecting Trail Locations routinely mowed and free of weeds to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Licensor Property. The City further agrees that it shall maintain the Connecting Trails in good condition at all times, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Neither Licensee nor the City may plant any trees or shrubs on the Licensor Property without the express written permission of Licensor. Licensee and the City each agrees to keep the Connecting Trail Locations clean and free from all debris, rubbish, litter and trash. The City shall be permitted to, and upon the request of Licensor shall, place a trash container on the Connecting Trail Locations. Such container shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by the City.

16. **Work Standards:** During construction, use of and repairs or maintenance to the Connecting Trails pursuant to this Agreement, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee and the City hereby agree to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee and the City shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee or the City on the Licensor Property shall be performed in such a manner as not to interfere with the use of Licensor's or ATC's electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date. Licensee and the City must maintain O.S.H.A. safe working distance of 12 feet to electrical conductors at all times. No excavation is permitted within 20 feet of the face of any structure. There shall be no stockpiling of materials or staging of equipment upon the Licensor Property at any time.
17. **Damage to Facilities:** Licensee and the City hereby agree to effectively prevent damage to electrical and natural gas facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Licensor Property by Licensee, the City, its employees, agents, contractors, customers or invitees. In the event the Licensed Property or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted on or in any way connected with the construction, installation, operation, maintenance, repairs, removals or use of the Connecting Trail Locations by Licensee, the City, or any of their employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee and/or the City (as the case may be) upon presentation of a bill therefor.
18. **Solid Waste:** Licensee and the City shall not cause or permit any solid wastes to accumulate or be stored in or about the Licensor Property. All solid wastes pertaining to the construction of the Connecting Trails shall be properly stored, handled and disposed of off the Licensor Property by Licensee, in a manner that complies with applicable federal, state and local laws, codes and/or regulations. All solid wastes pertaining to the completed Connecting Trails and the Powerline Trail shall be properly stored, handled and disposed of off the Licensor Property by the City, in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Neither Licensee nor the City shall store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Licensor Property or elsewhere.
19. **Notification:** Licensee and the City agree to contact John Harvie of Licensor at (414) 333-5678 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:
- a) At least seven (7) days prior to the commencement of the work herein permitted.
 - b) Within seven (7) calendar days after the termination of this Agreement, with a plan for restoration.
 - c) Within seven (7) calendar days after the restoration has been completed.
 - d) Within seven (7) calendar days after a lapse of six (6) months since Licensee and the City accepted this Agreement if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken, not to exceed two (2) full years from the Effective Date.
20. **Insurance:** Licensee and the City shall each carry one million dollars (\$1,000,000) per occurrence General Liability Insurance coverage with Licensor being named as additional insured as evidenced by certificates to be furnished to Licensor annually during the Term of this Agreement. **Current certificates of such insurance must be furnished to Licensor on or before the Effective Date.** Updated certificates of insurance must be furnished before this Agreement will be renewed. Prior to any work on the Licensor Property, Licensee's and

the City's contractors and subcontractors shall also provide to Licensor proof of insurance reasonably acceptable to Licensor.

21. **Waiver of Liability:** Anything in this Agreement to the contrary notwithstanding, Licensor shall not be liable to Licensee or the City or anyone claiming under Licensee or the City for any loss or damage to property or injury to or death of persons occurring on the Licensor Property or in any manner growing out of or in connection with Licensee's and/or the City's use and occupancy of the Licensor Property or the condition thereof, except to the extent caused by the negligence or willful misconduct of Licensor or any of its employees, representatives, agents, invitees or contractors. Licensee and the City each hereby waives all right of recovery against Licensor, its agents, employees, assignees and invitees for any such loss, damage, injury or death.

22. **Indemnification of Licensor:**

- a. To the extent not prohibited by law, Licensee agrees to defend and hold Licensor and all of its officers, directors, affiliates, employees, agents and contractors (all of the foregoing collectively, the "Indemnified Parties") harmless, and to indemnify the Indemnified Parties from and against all claims, demands, suits, causes of action, losses, costs (including reasonable attorneys' fees and expenses) and damages (collectively "Losses") incurred by or any of the Indemnified Parties arising from any breach, violation or default by Licensee under this Agreement or any negligence or willful misconduct of Licensee or any of Licensee's employees, representatives, agents, guests, invitees or contractors on or about the Licensor Property. This indemnity and hold harmless provision shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) incurred in or in connection with any such Losses or proceeding brought thereon, and the defense thereof.
- b. To the extent not prohibited by law, the City agrees to defend and hold the Indemnified Parties harmless, and to indemnify the Indemnified Parties from and against all Losses incurred by any of the Indemnified Parties arising from any breach, violation or default by the City under this Agreement or any negligence or willful misconduct of the City or any of the City's employees, representatives, agents, guests, invitees or contractors on or about the Licensor Property. This indemnity and hold harmless provision shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) incurred in or in connection with any such Losses or proceeding brought thereon, and the defense thereof.
- c. Notwithstanding the foregoing, Licensee and the City shall not be required to indemnify Licensor or any of the other Indemnified Parties to the extent the Losses are a result of (i) the negligence or willful misconduct of Licensor or any of the other Indemnified Parties; or (ii) the failure of Licensor or any of the other the Indemnified Parties to comply with this Agreement or any applicable laws or regulations of any government body that concern this Agreement or the Licensor Property. Notwithstanding the foregoing, Licensor shall not be liable for any damages to any property or business operation, or injuries to any person or persons on the Licensor Property, due to any cause whatsoever.

23. **Galvanic/Stray Current:** Licensee and the City each hereby releases Licensor and ATC from any responsibility for damage or personal injury resulting from electromagnetic fields, electrolysis due to local galvanic or stray current conditions on or along the Licensor Property. Further, Licensee and the City agree to assume all costs for such electrolysis protection.

24. **Removal of Improvements:** The City hereby agrees, upon the expiration or early termination of this Agreement by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of the Connecting Trails and related facilities from the Licensor Property. In the event that the City cannot or is unable or unwilling to remove the Connecting Trails and related facilities as directed by Licensor, the City hereby authorizes Licensor to do so, and the City hereby agrees to reimburse Licensor for any and all reasonable expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and the City hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.

25. **Restoration:** The City agrees to restore or cause to restore the Licensor to the condition existing prior to any disturbance to the Licensor Property. The City further agrees that upon the earlier termination or expiration of this Agreement by any Party, the Licensor Property shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of the Licensor Property. Included, but not limited to, in such restoration, after construction and subsequent to termination of this Agreement, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.
26. **Snow Plowing:** The City shall be permitted to plow, but not pile, any snow on the Connective Trail Locations in the event it desires to do so.
27. **Licensor Right to Enter:** Licensor reserves unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Licensor Property by any means necessary: (i) for performing studies, gathering of air, water, soil and other material samples, (ii) for inspection of the Licensor Property in order to verify Licensee's and the City's compliance with the terms of this Agreement, (iii) for access to the Licensor Property, (iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Licensor Property without liability to Licensee or the City, the same as though this Agreement had not been entered into. Licensor, or ATC through Licensor, may, without liability to Licensee, require Licensee to immediately vacate all or part of the Licensed Property upon notice to do so in the event Licensor deems it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensor or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee and the City hereby agree to vacate as much of the Licensor Property as Licensor and/or ATC deems necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensor to do so. Licensor and/or ATC shall perform and complete all work under this Section as quickly as is reasonably possible to minimize the inconvenience to Licensee and the City.
- Licensee and the City each further agrees that it shall immediately vacate the Licensor Property and close down the Powerline Trail and/or Connecting Trails upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.
28. **Paramount Rights:** The rights of Licensor and ATC to utilize the Licensor Property in their utility businesses will at all times be and remain paramount to the rights herein granted to Licensee and the City, and nothing stated herein is to be construed as restricting Licensor from granting rights to other parties or persons in, upon or under the Licensor Property for, but not limited to, driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this Agreement is subject to all existing easements, grants and licenses.
29. **Alcoholic Beverages Prohibited:** Licensee and the City each covenants and agrees that alcoholic liquors or beverages are not permitted on the Licensor Property.
30. **Law Enforcement Protection:** The City shall be permitted to provide or arrange for the provision of all law enforcement for the Licensor Property, and shall be permitted to reasonably require such law enforcement personnel to patrol the Licensor Property as it deems reasonable under this Agreement.
31. **Notices:** All notices and other communications provided for in this Agreement shall be in writing and sent by e-mail (with a copy by regular mail), or by reputable overnight courier for next day delivery, by certified mail, or delivered by hand, to each Party at the following addresses:

If to Licensor: **Wisconsin Electric Power Company**
231 West Michigan Street, P277
Milwaukee, Wisconsin 53203
Attn: Manager of Property Management

(414) 221-2713
real-estate@wecenergygroup.com

If to Licensee: **Cold Spring Crossing Apartments LLC**
330 E. Kilbourn Ave., Suite 600 South
Milwaukee, WI 53202
Attn: Phillip Aiello, Authorized Signatory
Phone: (414) 270-2759; Cell (414) 305-2143
Email: Paiello@mandelgroup.com

If to the City: **City of Greenfield**
7325 W. Forest Home Avenue
Greenfield, WI 53220
Phone: (414) 329-5219
Email: clerkdept@greenfieldwi.us

32. **Waiver of Terms and Conditions:** Failure of Licenser, Licensee or the City to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
33. **Costs and Attorney Fees:** Licensee and/or the City shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licenser in enforcing the covenants and agreements of this Agreement where litigation is not commenced. In the event litigation is commenced by Licenser, Licensee or the City to enforce any provision of this Agreement, the prevailing party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the non-prevailing party (or parties, as the case may be), as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
34. **Obligations Survive:** All obligations of Licensee and the City hereunder not fully performed as of the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Licenser Property.
35. **Binding Effect:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, except as otherwise provided in Section 5 hereof.
36. **Captions:** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.
37. **Severability of Provisions:** If any term, covenant or condition of the Agreement or the application thereof to any person or party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the Agreement, or the application of such term, covenant or condition to persons, parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
38. **Interpretation:** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
39. **Acceptance:** Licensee and the City each hereby accepts this Agreement upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions. Licensee and the City each hereby approves the terms, covenants, conditions, restrictions hereinbefore set forth.

40. **Environmental:** As used in this Section 40, the following definitions shall apply:

- a) "Discharge" means the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying, treating, or dumping of Hazardous Materials at, into, onto, or under or migrating from, under, or onto the Licensor Property or any part thereof (including, without limitation, the soil, subsurface water, or groundwater) or the threat thereof, regardless of whether the result of an intentional or unintentional action or omission.
- b) "Environmental Law" means any federal, state or local law, whether common law, statute, ordinance, rule, regulation, judicial or administrative decision, policy or guideline, pertaining to Hazardous Materials, industrial hygiene, environmental conditions, or the regulation or protection of human health or the environment, and all amendments thereto as of this date and to be added in the future, and any successor statute, ordinance, rule, regulation, or judicial or administrative decision of policy or guideline promulgated thereto.
- c) "Hazardous Materials" means any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant, or contaminant, as defined or referred to in any applicable Law, including, without limitation, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq. ("CERCLA"); the Water Pollution and Control Act, 33 U.S.C. §1251 et seq., and any and all analogous state laws, together with any and all amendments thereto, regulations promulgated thereunder, and all substitutions thereof, as well as words of similar purport or meaning referred to in any other applicable law, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde products, petroleum products, and petroleum based derivatives. Where a law defines any of these terms more broadly than another, the broader definition shall apply.
- d) Licensee and the City shall not use in any way, or permit or suffer the use of, the Licensor Property or any part thereof (i) in violation of any Environmental Law or (ii) to directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, process, exacerbate, relocate, or Discharge any Hazardous Material without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.
- e) Licensee and the City shall give Licensor immediate verbal and follow-up written notice of any of the following with respect to the Licensor Property, whether actual or threatened, of which Licensee and/or the City (as applicable) has or obtains actual knowledge: (i) a violation of any Environmental Law; (ii) a Discharge; (iii) an environmental condition requiring responsive or remedial action; or (iv) an emergency environmental condition (each event or circumstance described in the preceding clauses (i) through (iv), an "Environmental Occurrence"). Licensee and the City shall not, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion, communicate with any governmental authorities or other third parties in connection with any Environmental Occurrence, Hazardous Material, or other environmental condition related to the Licensor Property, except to the extent expressly required by Environmental Laws. Licensee and/or the City shall notify Licensor of any such communication with governmental authorities or other third parties required by Environmental Laws and shall provide Licensor a reasonable opportunity to coordinate with Licensee and/or the City regarding such communications.
- f) Licensee and the City shall be solely responsible for and shall indemnify the Indemnified Parties for all costs and expenses of any environmental assessment, investigation, sampling, containment, removal, remediation, and/or disposal as Licensor deems appropriate in connection with any Environmental Occurrence at Licensor's Premises and Lands arising out of any act or omission of Licensee or the City (as applicable), or any of Licensee's or the City's contractors, subcontractors, agents, employees, and/or guests. Notwithstanding the foregoing, Licensee and/or the City shall take no such actions in connection with such Environmental Occurrence except pursuant to and in strict accordance with Licensor's written instructions. Licensor reserves the right to conduct, at Licensee's sole cost and expense, any assessment, investigation, sampling, containment, removal, remediation, and/or disposal as may be required in connection with any such Environmental Occurrence.

- g) Notwithstanding anything the contrary set forth herein, LICENSEE AND/OR THE CITY SHALL NOT CONDUCT ANY INVASIVE ENVIRONMENTAL OR OTHER STUDIES WITH RESPECT TO CONDITIONS AT THE LICENSOR PROPERTY WITHOUT LICENSOR'S PRIOR WRITTEN CONSENT (INCLUDING, WITHOUT LIMITATION, AS TO THE PURPOSE, SCOPE, AND TIMING OF SAME), SUCH CONSENT TO BE WITHHELD IN LICENSOR'S SOLE DISCRETION, AND, IN THE EVENT OF LICENSOR'S APPROVAL, WITH THE USE OF LICENSOR'S CONSULTANTS AT LICENSEE'S SOLE COST AND EXPENSE. FURTHERMORE, LICENSEE AND THE CITY SHALL, SOLELY IF EXPRESSLY REQUESTED BY LICENSOR, PROVIDE TO LICENSOR (AT LICENSEE'S AND/OR THE CITY'S SOLE COST AND EXPENSE) ALL SAMPLING RESULTS, DATA, REPORTS, AND OTHER INFORMATION RESULTING FROM ANY SUCH STUDIES.
- h) Without limiting the foregoing, if Licensee or the City encounters contamination at, on, or under the Licensor Property, Licensee and/or the City (as applicable) shall call Marita Stollenwerk at (414) 221-4172 (with Stephanie Berti as a backup at (414) 221-4045) before taking any action with respect to same. In the event of a discharge of Hazardous Material caused by Licensee or any contractor employed on behalf of Licensee, Licensee shall contact Erin Ganzenmuller immediately at (414) 221-4045.
- i) Licensee and the City shall not permit any liens to attach to the Licensor Property by reason of the exercise by Licensee or the City of its rights hereunder.

41. **Additional Provisions:** See Exhibit E.

[SIGNATURE PAGES FOLLOWS]

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Licensor:

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

By: WEC Business Services LLC, Its Affiliate and Agent

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

Licensee:

Cold Spring Crossing Apartments LLC

By:  Dated: 12/16/24
(Authorized Signature)
Phillip Acello
(Print Name)
Authorized Signatory
(Title)

The City:

City of Greenfield

By: _____ Dated: _____
(Authorized Signature)
Michael J. Neitzke
(Print Name)
Mayor
(Title)

By: _____ Dated: _____
(Authorized Signature)
Jennifer Goergen
(Print Name)
City Clerk
(Title)

By: _____ Dated: _____
(Authorized Signature)
Paula Schafer
(Print Name)
Finance Director
(Title)

By: _____ Dated: _____
(Authorized Signature)
Chris Geary
(Print Name)
City Attorney
(Title)

EXHIBIT A

Description of Licensor Property

Parcel Taxkey: #5718998000

Address: 4104 S. 76th Street, Greenfield WI, 53220

Description: Licensor Property located north of Cold Spring Rd. and south of W. Howard Ave. between S. 76th Street and W Forest Home Avenue being a part of the Northwest ¼ of Section 21, Township 06 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

EXHIBIT B

2021 Agreement

See attached License Agreement at end of this document.

EXHIBIT C

Depiction of the Licensee Property



EXHIBIT D

Plans and Specifications

See Plan & Specifications sheet attached

EXHIBIT C
PLANS AND SPECIFICATIONS



THE SIGMA GROUP

Signal Source, Sound Solutions

www.thesignagroup.com

1300 West Canal Street

Milwaukee, WI 53233

Phone: 414-643-4200

Fax: 414-643-4210



0 30 60

GRAPHIC SCALE

COLD SPRING CROSSING

W COLD SPRING ROAD & FOREST HOME AVENUE

GREENFIELD, WI

GRADING EXHIBIT

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE
DATE

NO. REVISION
DATE

PROJECT NO.: 22478

DESIGN DATE: ----

PLOT DATE: 2024.06.13

DRAWN BY: MRG

CHECKED BY: ----

APPROVED BY: ----

SHEET NO.: EX

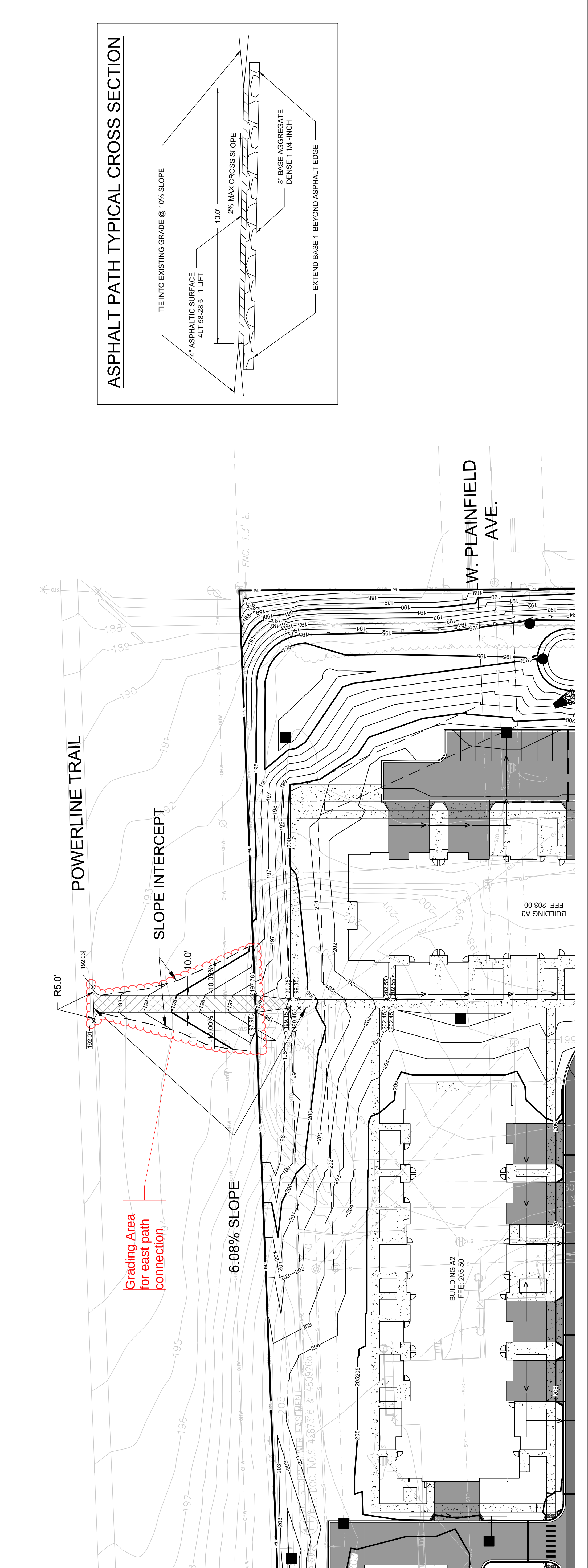
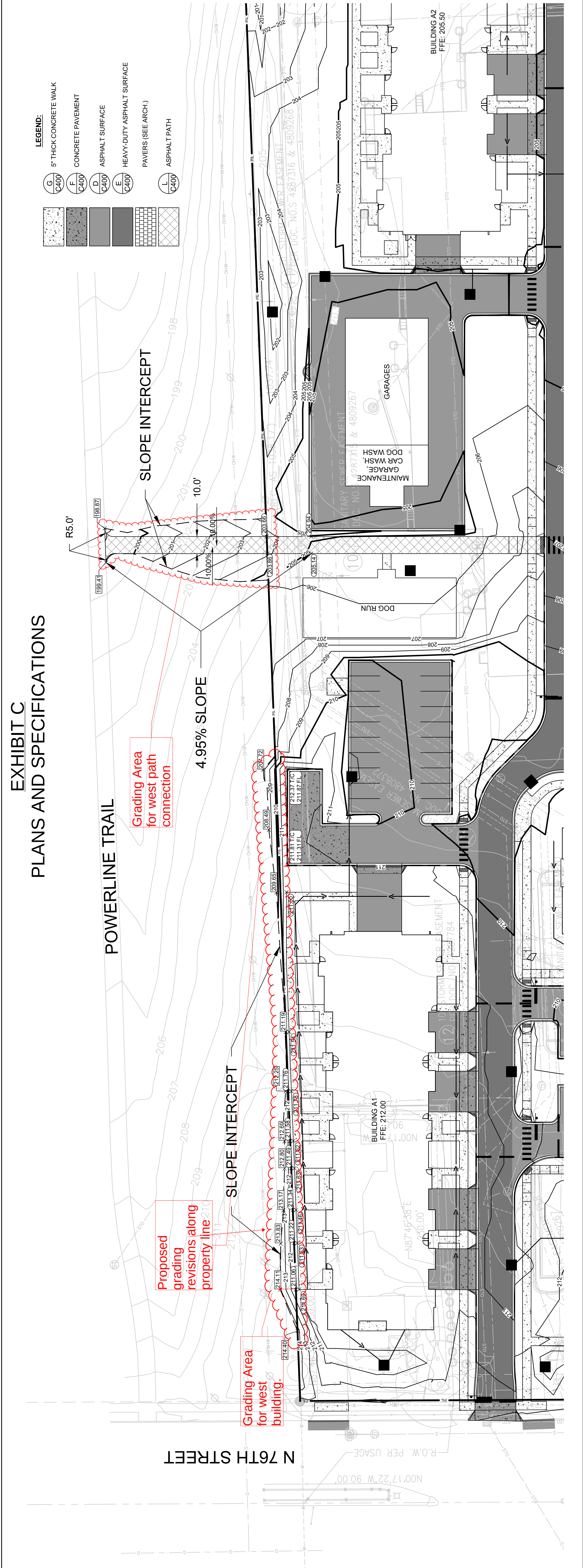


EXHIBIT E

We Energies Department Review Provisions

1. **Gas Engineering:** At least seven (7) days prior to commencing construction of the Connecting Trails, **Licensee shall provide Licensor a list of “heavy construction equipment and vehicles” to be used.** It is likely that load bearing protection will be required to be routed over the gas pipeline (such as temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods). **Licensee will need written approval from Licensor prior to the start of construction.**
2. **Electrical Engineering:** No specific instruction. Maintain safe working clearances from energized equipment during construction.
3. **Environmental:** Any imported fill must be certified as “clean”. No fill from a contaminated property/BRRS Site may be used for construction.
4. **ATC:** No additional comments.



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 7, 2025

RELATING TO:

Approve a Sewer Agreement with City of Milwaukee for a City of Greenfield storm sewer connection to City of Milwaukee storm sewer in the 8100 block of W Van Beck Ave.

SUMMARY:

The city is proposing a storm sewer improvement project (2024 #11) in the 8100 block of W Van Beck Ave to help alleviate surface drainage in the area.

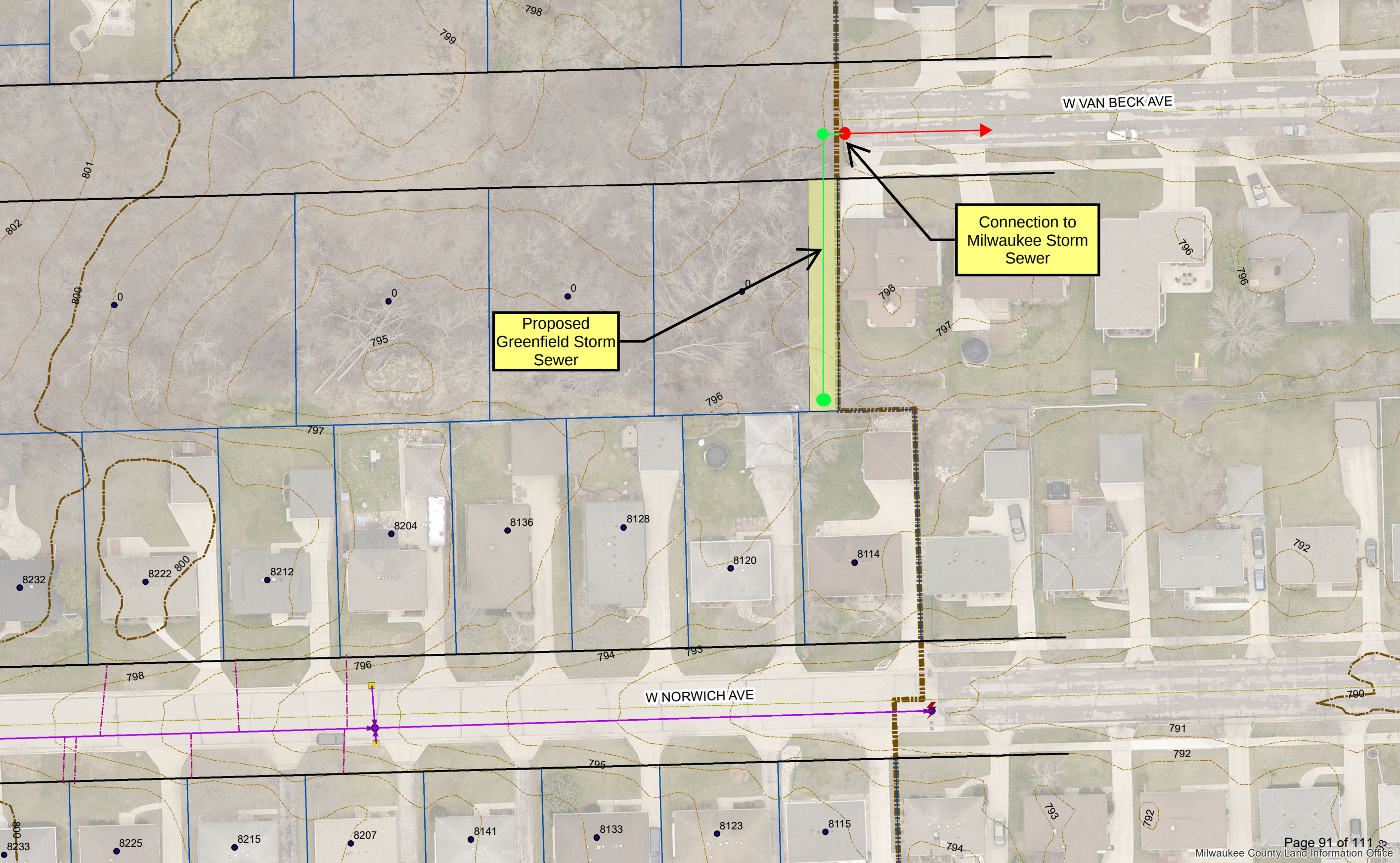
The city is proposing to install storm sewer in existing W Van Beck Ave right-of-way and in an existing storm sewer and drainage easement located on tax key no. 570-8998-008. The proposed storm sewer will need to connect into the City of Milwaukee storm sewer in the 8100 block of W Van Beck Ave.

The Sewer Agreement from the City of Milwaukee grants the city the permission to connect into the City of Milwaukee storm sewer.

RECOMMENDATION:

Approve a Sewer Agreement with the City of Milwaukee for a City of Greenfield storm sewer connection to City of Milwaukee storm sewer in the 8100 block of W Van Beck Ave.

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



**SEWER AGREEMENT
MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD**

THIS SEWER AGREEMENT (the “AGREEMENT”), made as of _____, 20____, is between the CITY OF MILWAUKEE (“**City**”), a municipal corporation, and the CITY OF GREENFIELD (“**Greenfield**”), a municipal corporation.

Whereas, On August 9, 2024, the City of Greenfield sent a letter to the City Engineer requesting permission from the City of Milwaukee to connect the proposed storm sewer from the 8100 block of West Van Beck Avenue to the City of Milwaukee storm sewer;

Whereas, the City of Milwaukee (City) and the City of Greenfield (Greenfield); are entering into this Agreement regarding the installation of a new storm sewer system in the 8100 block of West Van Beck Avenue;

Whereas, the proposed storm sewer in Greenfield will discharge into an existing City storm sewer located in the same general vicinity;

Whereas, the City has reviewed the design plan for the proposed storm sewer and determined that the connection will not adversely impact the existing storm sewer system;

Whereas, any future connections to the storm sewer in Greenfield will need to be reviewed by the City to determine that the connections will not adversely impact the storm sewer system;

Whereas, this Agreement serves to outline the terms and conditions of the connection;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following terms:

The City grants permission for the connection of the proposed storm sewer from Greenfield to the existing City storm sewer located in the 8100 block of West Van Beck Avenue. It is understood that the discharge of storm water from the proposed storm sewer and any future connections shall not exceed the capacity of the existing City storm sewer and design summary prepared by Greenfield attached to this agreement.

Greenfield shall assume full responsibility for the maintenance and upkeep of the proposed storm sewer system. Furthermore, it is agreed that nothing in this Agreement shall imply or guarantee that the City will be liable for serving any additional areas beyond the expressly stated connection.

Greenfield is responsible for ensuring that all storm water discharges into the storm sewer comply with applicable regulations and standards established by the City, including those set forth by the Milwaukee Metropolitan Sewerage District and the Wisconsin Department of Natural Resources.

Finally, a certified copy of this Agreement shall be promptly forwarded to Greenfield upon its adoption.

This Agreement is executed by the undersigned, who are duly authorized to bind their respective municipalities, and upon acceptance by Greenfield, shall constitute a binding Agreement between the two municipalities.

Signed for and on behalf of the City of Milwaukee:



Signature

City Engineer
Title

12/9/2024

Date

Kevin J. Muhs, PE, AICP
Name (Written Clearly)

Approved by the City of Greenfield:

By: _____
Michael J. Neitzke
Mayor Date _____

By: _____
Jennifer Goergen
City Clerk Date _____

By: _____
Paula Schafer
Finance Director Date _____

By: _____
Chris Geary
City Attorney Date _____
Approved as to form

EXHIBIT A

Design Plans and summary for the Storm Sewer Connection (attached separately)



275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203-3318
414 / 239 1500

PROJECT TITLE
GREENFIELD-VAN BECK AVE.
STORM SEWER

CITY OF GREENFIELD
7325 W. FOREST HOME AVE.
GREENFIELD WI 53220-3356

NO. DATE REVISIONS BY

PROJECT INFORMATION:

PROJECT NUMBER: 2024-0142

DATE: 06/27/2024

DRAWN BY: BAF

CHECKED BY: MNP

APPROVED BY:

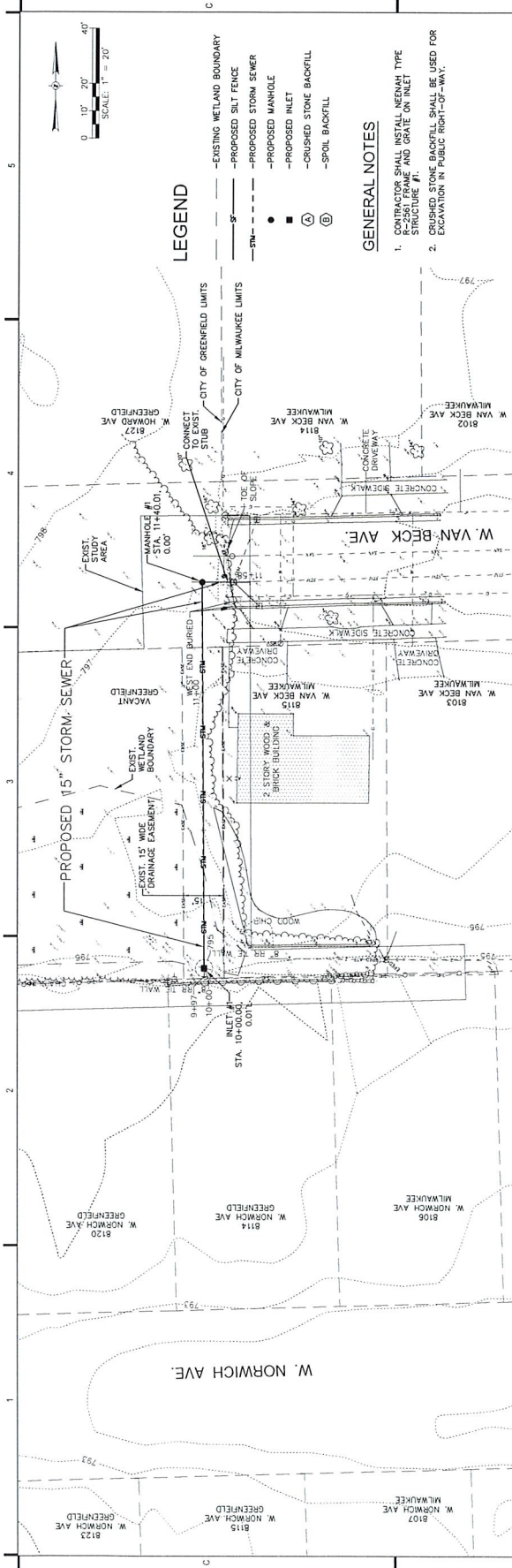
SCALE: AS SHOWN

SHEET TITLE:

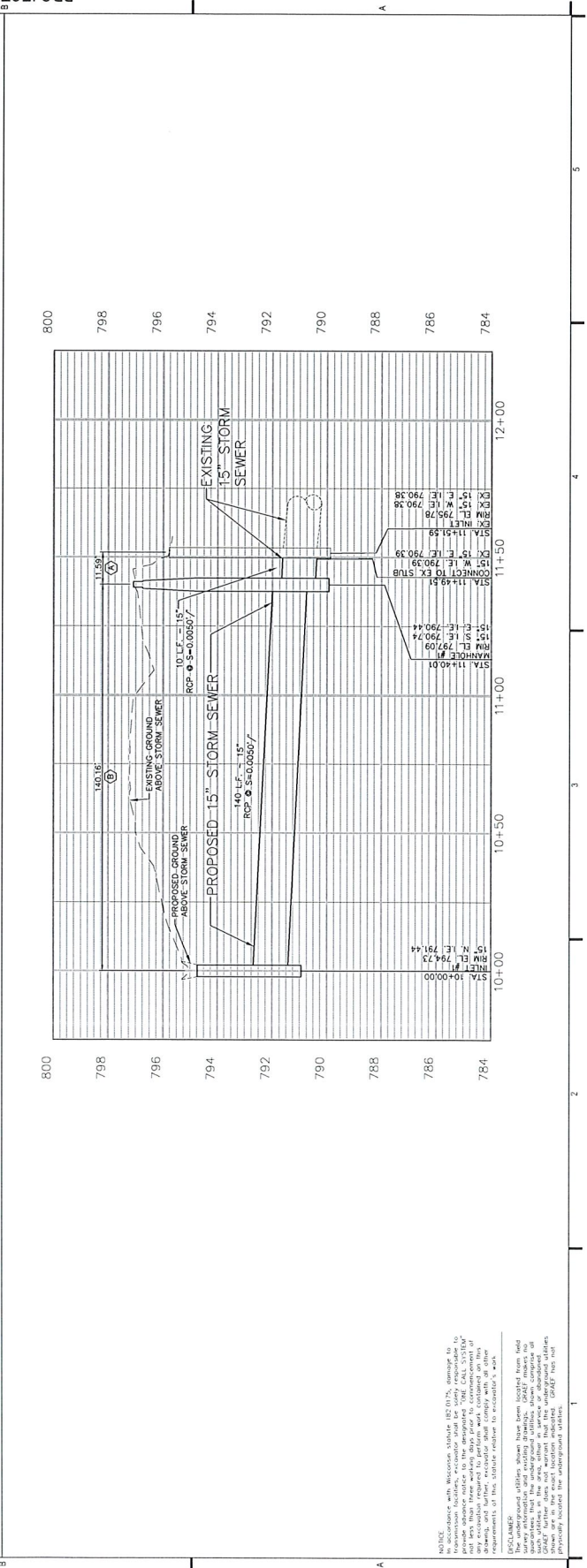
STORM SEWER PLAN AND PROFILE

SHEET NUMBER:

C400



PROJECT STATUS



LEGEND

- EXISTING WETLAND BOUNDARY
- PROPOSED SILT FENCE
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED INLET
- CRUSHED STONE BACKFILL
- SPOIL BACKFILL

- GENERAL NOTES
- CONTRACTOR SHALL INSTALL NEENAH TYPE R-2851 FRAME AND GRATE ON INLET CRUSHED STONE BACKFILL SHALL BE USED FOR EXCAVATION AT PUBLIC RIGHT-OF-WAY.

NOTICE: The underground utilities shown have been located from field investigation and are not guaranteed to be accurate. It is the responsibility of the contractor to verify the location and depth of all underground utilities before construction. The City of Greenfield is not responsible for any damage to or destruction of underground utilities. The City of Greenfield is not responsible for any damage to or destruction of underground utilities. The City of Greenfield is not responsible for any damage to or destruction of underground utilities.

NOTICE: The underground utilities shown have been located from field investigation and are not guaranteed to be accurate. It is the responsibility of the contractor to verify the location and depth of all underground utilities before construction. The City of Greenfield is not responsible for any damage to or destruction of underground utilities. The City of Greenfield is not responsible for any damage to or destruction of underground utilities. The City of Greenfield is not responsible for any damage to or destruction of underground utilities.



collaborate / formulate / innovate

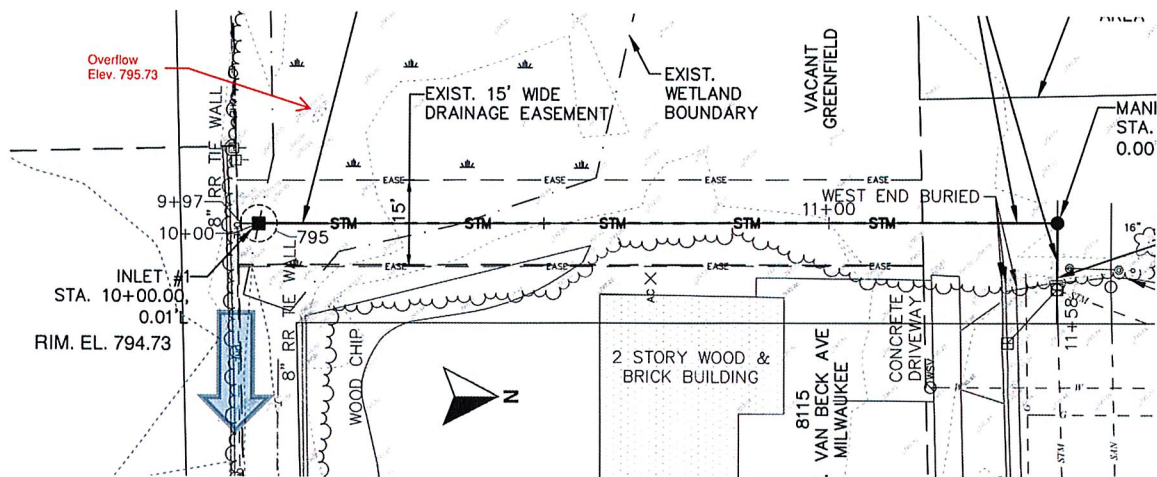
MEMORANDUM

TO: File

FROM: Joy M Corona, PE, CFM

DATE: July 23, 2024

SUBJECT: Van Beck / Norwich, City of Greenfield
 Approximately 5.25-ac are tributary to a depression area in the vicinity of the unimproved W Van Beck Avenue ROW. The depression ponds until approximately 795.73 when it overtops to the SE.



The 5-ac watershed generates approximately 6.5-cfs during the 10-yr event (without accounting for attenuation in the depression). The proposed 15" storm sewer at 0.5% can accommodate approximately 6-cfs which should sufficiently convey the 10-yr event if the depression capacity was explicitly modeled. Runoff in excess of the storm sewer capacity will continue east as under current conditions.



PROJECT #:

STORM SEWER DESIGN COMPUTATION SHEET

(Peak flow by Rational Method, NOAA Atlas 14 Rainfall Data)

Greenfield- Van Beck Ave. Storm Sewer

DESIGN STORM: YR.

Manning's n: 0.013

COMPUTED BY:

CHECKED BY:

Structure #		Trib Area		Rainfall and Runoff Data								Q=CIA		Pipe Design					
From	To	Incremental Acres	Total Accumulated Acres	Incremental C	Composite C	Tc Incremental Min	Tc Total Min	I (Intensity) Incremental In/hr	I (Intensity) Total In/hr	Q Inlet cfs	Q Total cfs	Length Ft	Diameter In	Slope %	Material	n	Parts Full Actual d/D	Q Actual cfs	V Actual fps
10 year		5.25	5.25	0.35	0.35	15	15.0	4.12	4.12	7.57	7.57	140	15	0.50	pvc	0.01	1.00	5.94	4.84
5 year		5.25	5.25	0.35	0.35	15	15.0	3.53	3.53	6.49	6.49	140	15	0.50	pvc	0.01	1.00	5.94	4.84
2 year		5.25	5.25	0.35	0.35	15	15.0	2.79	2.79	5.12	5.12	140	15	0.50	pvc	0.01	1.00	5.94	4.84
1 year		5.25	5.25	0.35	0.35	15	15.0	2.33	2.33	4.28	4.28	140	15	0.50	pvc	0.01	1.00	5.94	4.84



Orifice Flow Calculator

What do you need to calculate?

FLOW

GRATE OPEN AREA

Enter open area of grate (in²)

288

in²

RESET

CALCULATE RESULTS

WATER DEPTH (IN):	FLOW CAPACITY (CFS):
4	6.2
5	6.9
6	7.6
7	8.2
8	8.8
9	9.3
10	9.8
11	10.3
12	10.7
13	11.2
14	11.6
15	12.0
16	12.4



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 7, 2025

RELATING TO:

Approve a professional services agreement between the City of Greenfield and Safebuilt Wisconsin, LLC.

SUMMARY:

Safebuilt Wisconsin LLC provides building, electrical and plumbing inspection services. Greenfield uses Safebuilt to provide inspectors to fill in when city staff are off work for any reason.

RECOMMENDATION:

Approve a professional services agreement between the City of Greenfield and Safebuilt Wisconsin, LLC.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF GREENFIELD, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Greenfield, Wisconsin (“Municipality”) and SAFEbuilt Wisconsin, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate

provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Jeff Katz, Director of Neighborhood Services
City of Greenfield, Wisconsin
7325 West Forest Home Avenue
Greenfield, WI 53220
Email: jeffk@greenfieldwi.us

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Wisconsin, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt WISCONSIN, LLC

CITY OF GREENFIELD, WISCONSIN

By: _____

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: December 26, 2024

Date: _____

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By: _____

Michael J. Neitzke

Mayor Date _____

By: _____

Jennifer Goergen

City Clerk Date _____

By: _____

Paula Schafer

Finance Director Date _____

By: _____

Chris Geary

City Attorney Date _____

Approved as to form

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality to adopt commercial plan review fee schedule and obtain delegated status

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Permit Technician will be on-site five (5) days a week; Monday – Friday for eight (8) hours a day
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u> – Single-family within – Multi-family within – Small commercial within (under \$2M in valuation) – Large commercial within	<u>First Comments</u> 10 business days 10 business days 10 business days 20 business days	<u>Second Comments</u> 10 business days or less 10 business days or less 10 business days or less 10 business days or less
EXPEDITED PLAN REVIEW TURNAROUND TIMES	Provide quicker turnaround timeframes on a case-by-case basis. Additional fees may apply.		

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EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- On January 1, 2026 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD RATE*
Inspection Services • Building, Plumbing	\$85.81 per hour – one (1) hour minimum
Inspection Services • Mechanical, Electrical	80% of Municipal Fee as established by ordinance
Plan Review Services	90% of Municipal Fee as established by ordinance
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

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EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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