



COMMON COUNCIL MEETING AGENDA

Tuesday, March 18, 2025 - 7:00 PM

- A. Call to Order & Roll Call
 - B. Opening Prayer
 - C. Pledge of Allegiance
 - D. Approval of the March 4, 2025 Common Council minutes
 - E. Mayor's Report
 - F. Aldermanic Reports
 - G. Announcements
 - H. Citizen Commentary
 - I. 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)
- J. New Business
 - 1. Adopt a Resolution approving settlement of the claim of Kassandra Saenz. (Geary)
 - 2. Approve applications for 2024-2025 operator licenses (Goergen)
 - 3. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Bike Detailing Service Workshop event on March 22, 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)
 - 4. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the H-D National Spring Ready Set Ride Event on March 29, 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. Discussion and decision of an Outdoor Special Event application for DJs at the Polls, to be located at 7215 W. Cold Spring Rd. (Greenfield Community Center), on April 1, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event. (Vlach)
 - 6. Adopt a Resolution declaring a prohibition on the holding of Outdoor Special Events at active polling sites during elections. (Geary)
 - 7. Approve an Outdoor Special Event application for the Dan Jansen Family Fest event, to be located at 5151 W. Layton Ave. (Konkel Park), from May 22, 2025 through May 26, 2025. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's Licenses,

Temporary Class “B” Retailer’s License (beer), Food, and commercial building/plumbing/electrical. (Vlach)

8. Approve a Special Use Review for proposed temporary hours of operation change to Melt N Dip, located at 7820 W. Layton Ave., submitted by Heba Awadallah, d/b/a Melt N Dip (Tax Key No. 605-9956-005) (PC 3/11/25 Kastner)
 9. Approve a Special Use Review for proposed temporary hours of operation change to Qamaria Coffee, located at 4818 S. 76th St., Suite 7, submitted by Anas Alhurani, d/b/a Qamaria Greenfield, LLC. (Tax Key No. 617-9983-014) (PC-3/11/25 Kastner)
 10. Approve a Special Use Review and Site Plan Review for an ownership change to Mr. Chicken, an existing limited-service restaurant, located at 3322 W. Loomis Rd., submitted by Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC. (Tax Key No. 553-0436-001) (PC 3/11/25 Kastner)
 11. Approve a Final Subdivision Plat for Parkview Estates, a proposed single-family development to be located at S. 35th St. and W. Barnard Ave., submitted by Raul Gonzalez, d/b/a First West Construction, LLC., and Calvin Klimeck, d/b/a Pioneer Engineering and Surveying, LLC. (Tax Key No. 622-9988-018) (PC 3/11/25 Kastner)
 12. Approve an amendment to a professional services agreement between the City of Greenfield and SAFEbuilt Wisconsin, LLC. (Katz)
 13. Approval of 2025 Wisconsin Parks and Recreation Association Theme Park Ticket Agreement. (Jaquish)
 14. Accept investments and reinvestments for February 2025. (Schafer)
 15. Approval of schedules of disbursements in the amount of \$1,186,380.08. (Schafer)
 16. Approval of mileage reimbursements in the amount of \$499.00. (Schafer)
 17. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(e)(f), to consider the following:
 - a. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (wages, insurance, or investing of public funds). (J. Foley)
 - b. Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (J. Foley)
 18. Adjourn closed session and reconvene into open session.
 19. Decision regarding closed session item(s)
 20. Decision regarding Ratification of Resignation Agreement with a Building Inspector in the Department of Neighborhood Services (J. Foley)
- K. Items for future agenda
- L. 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.

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION APPROVING SETTLEMENT OF THE CLAIM OF KASSANDRA SAENZ

WHEREAS, the Claimant, Kassandra Saenz, submitted a claim for settlement, through her Attorney Kathryn P. Heyer of Sperling Law Offices LLC, with the City on March 17, 2023; and,

WHEREAS, the Claimant alleged that, on or about June 2, 2022, a City of Greenfield municipal utility van rear-ended her vehicle, while she was stopped at a stop light on West Forest Home Avenue in the City of Greenfield, and,

WHEREAS, the City Attorney and litigation counsel have reviewed the facts and circumstances relating to the claim and recommend that, without admitting any negligence, the Common Council approve a settlement of the claim for \$2,000; and,

WHEREAS, after considering the facts and circumstances of the claim, the Common Council desires to settle the claim, as set forth below.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that a settlement of the claim on behalf of Kassandra Saenz, received on March 17, 2023, and relating to alleged loss occurring on June 2, 2022, is hereby approved in an amount of **\$2,000.00**; and,

BE IT FURTHER RESOLVED that this settlement is in full and final satisfaction of all claims and damages Ms. Saenz may have relating in any way to the incident, whether known or unknown, including without limitation, any and all injury, medical bills, property damage, pain, and suffering; and,

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

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2025.

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the ____ day of _____, 2025.

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

03/14/2025

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Ashley Katharine Hubal	3705 S Alabama AVE	Milwaukee, WI 53207
Jeffrey Scott Rogers Jr	6540 W English Meadows DR	Greenfield, WI 53220
Michael D Chroninger	2725 S 99th ST	Milwaukee, WI 53227



Committee: Common Council Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: March 18, 2025

RELATING TO:

Outdoor Special Event application for DJs at the Polls, to be located at 7215 W. Cold Spring Rd. (Greenfield Community Center), on April 1, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event.

The Health Department, DPW, and DNS have reviewed and approved the application. The Fire Department and the Clerk's Office have not provided their approval or denial of the application.

The Police Department does not approve the application.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Tuesday, April 1	DJ	7:00AM	11:00PM

Set-up: Starts on Tuesday, April 1, 2025 at 6:45am

Breakdown: Tuesday, April 1, 2025 from 7:00pm to 8:00pm

Recommendation: Discussion and decision of the Outdoor Special Event application for DJs at the Polls, to be located at 7215 W. Cold Spring Rd. (Greenfield Community Center), on April 1, 2025, and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Jennifer Goergen

Date Introduced: March 18, 2025

RELATING TO: OSE Request for DJs at the Polls

SUMMARY:

The purpose of Wisconsin's law regulating the conduct of persons on Election Day is to restrict behavior that interferes with or distracts election officials from carrying out their duties, interferes with or distracts voters from exercising their right to vote at the polls on Election Day or otherwise interferes with the orderly conduct of the election, Wis. Stat. 5.35(5). There isn't anything I could find in the statutes that would expressly allow it, probably because of 5.35(5).

See attachment on page 2, Rules for Election Day Conduct, WEC, Form EL-142

See attachment on page 3, 2023-2024 Wisconsin Statutes 5.35 (5), regarding Polling Place Requirements, Activities Restricted. "(5) Activities Restricted. No polling place may be situated so as to interfere with or distract election officials from carrying out their duties. The municipal clerk and election inspectors shall prevent interference with and distraction of electors at polling places."

My recommendation is to deny the request based on Wis. Stat. 5.35 (5).

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



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

Rules for Election Day Conduct

The purpose of Wisconsin's law regulating the conduct of persons on Election Day is to restrict behavior that interferes with or distracts election officials from carrying out their duties, interferes with or distracts voters from exercising their right to vote at the polls on Election Day or otherwise interferes with the orderly conduct of the election. Wis. Stat. § 5.35(5).

Electioneering is prohibited within 100 feet of the entrance to a polling place on public property on Election Day. Wis. Stat. § 12.03(2). Persons conducting surveys, circulating petitions or engaging in similar activity may do not do so inside the polling place and may not interfere with the orderly conduct of the election. It is the opinion of the Wisconsin Elections Commission that soliciting signatures for a petition within 100 feet of a polling place on Election Day is NOT considered "electioneering," provided that the petition is not related to the election at hand and does not attempt to influence the voter regarding that day's vote.

Exit polls are surveys conducted by news organizations and others to determine how electors have voted. Exit polls are permitted by Wisconsin law but must not interfere with the orderly conduct of the election and should be conducted outside of the polling place. Persons conducting exit polls must not interfere with the access of voters entering and leaving the polling place. Electors should not be given the impression that their participation is required, and the exit poll should not resemble a sample ballot or otherwise imply that it is part of the election process. Exit pollsters do not have to be positioned outside of the 100 feet electioneering area.

Wisconsin election officials are authorized to remove anyone from the polling place who interferes with or distracts voting at the election. Wis. Stat. § 7.37(2). If any person refuses to obey the lawful commands of an election inspector, is disorderly in the presence or hearing of the inspectors or interrupts or disturbs the proceedings, a law enforcement officer may remove them from the voting area.

EL-142 | 2019-08 | Wisconsin Elections Commission, P.O. Box 7984, Madison, WI 53707-7984 | web: elections.wi.gov | email: elections@wi.gov

Wisconsin Elections Commissioners

Dean Knudson, chair | Marge Bostelmann | Julie M. Glancey | Ann S. Jacobs | Jodi Jensen | Mark L. Thomsen

Administrator
Meagan Wolfe

5.35 Polling place requirements. (1) **NATIONAL FLAG.** On election days, every polling place shall properly display the national flag during all hours the polls are open.

(2) **VOTING BOOTHS.** There shall be one voting booth for every 200 electors who voted at the last general election. The booths shall have a surface on which to write or work and be sufficiently enclosed to assure privacy for the elector and anyone lawfully assisting the elector while marking the elector's ballot.

(3) **BALLOT BOXES.** Where the voting procedure makes it necessary, there shall be a separate ballot box for each form of ballot at each polling place. There shall be a suitable lock and key for each, and an opening no larger than is sufficient to receive a single ballot or a single folded ballot if the box is used for deposit of paper ballots. If the electors of more than one ward use the same polling place, there shall be separate ballot boxes provided for the electors of each ward, unless combined ballot boxes are authorized in accordance with s. 5.15 (6) (b).

(4) **LAYOUT; ORGANIZATION.** All voting booths and machines shall be placed apart from other activities in the polling place, with their exteriors in full view of the election officials. Only the proper election officials, persons observing the proceedings under s. 7.41, persons assisting voters under s. 6.82 (2) and electors receiving, preparing or depositing their ballots or casting their votes on the machines are permitted in the voting area. Except where assistance is authorized, only one elector at a time is permitted in a voting booth or machine.

(5) **ACTIVITIES RESTRICTED.** No polling place may be situated so as to interfere with or distract election officials from carrying out their duties. The municipal clerk and election inspectors shall prevent interference with and distraction of electors at polling places.

(6) **POSTING REQUIREMENTS.** (a) At each polling place in the state, the municipal clerk or board of election commissioners shall post the following materials, positioned so that they may be readily observed by electors entering the polling place or waiting in line to vote:

1. The relevant portions of the voting instructions in the type B notice for the election as specified in s. 10.02 (3) and, for each referendum on the ballot, the text of the type C notice specified in s. 10.01 (2) (c).

2. A copy of the election fraud laws provided in s. 12.13 (1) and (3) (intro), (d), (f), (g), (k), (L), (o), (q), (r), (u), and (x), together with the applicable penalties provided in s. 12.60 (1).

2m. General information prescribed by the commission on federal laws relating to election fraud and misrepresentation in federal elections.

nized political party, the municipal clerk or board of election commissioners shall prominently post a sign in the form prescribed by the commission warning electors in substance that on any ballot with votes cast for candidates of more than one recognized political party, no votes cast for any candidates for partisan office will be counted unless a preference for a party is made. If the elector designates a preference, only votes cast for candidates of that preference will be counted.

(c) At each polling place located in a municipality that is served by more than one polling place for an election, the municipal clerk or board of election commissioners shall prominently post a map of the geographic area served by the polling place for that election. The posting shall clearly show the boundaries of the ward or wards served by the polling place for that election.

History: 1975 c. 85, 199; 1977 c. 427; 1979 c. 260, 311, 355; 1981 c. 4, 20; 1983 a. 484; 1985 a. 304; 1999 a. 182; 2001 a. 16; 2003 a. 265; 2005 a. 451; 2011 a. 23, 32; 2015 a. 118 s. 266 (10).

5.36 Notice of voting by individuals with disabilities. Any individual with a disability may notify a municipal clerk that he or she intends to vote at a polling place on election day and may request that a specific type of accommodation be provided that will facilitate his or her voting.

History: 2003 a. 265.

5.37 Voting machine requirements. (1) Voting machines shall give every elector a reasonable opportunity to vote for any person for any office and on any proposition the elector is entitled to vote on, assure privacy to the elector so no one will know how the elector is voting or has voted, preclude the electors from voting for persons or propositions upon which they are not entitled to vote and from voting more than once for the same office or on the same proposition. Voting machines shall be constructed to lock so they cannot be manipulated, tampered with, or show the number of votes registered for any candidate or proposition while voting is in progress. The machines shall permit voting a split ticket and shall record each vote cast.

(2) When 2 or more wards or aldermanic districts are joined to use a voting machine, under s. 5.15 (6) (b), the machine shall be constructed to allow the electors to vote for all nominated candidates and issues for their aldermanic district or ward, but for no other.

(3) For presidential electors one device shall be provided to vote for all of one party's electoral candidates at the same time. The device shall be opposite or adjacent to the names of the party's candidates for president and vice president.

(4) Voting machines may be used at primary elections when they comply with subs. (1) and (2) and the following provisions: All candidates' names entitled to appear on the ballots at the pri-

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION DECLARING A PROHIBITION ON THE HOLDING OF OUTDOOR SPECIAL
EVENTS AT ACTIVE POLLING SITES DURING ELECTIONS

WHEREAS, the City has recently been approached by a group desiring to hold an outdoor special event (OSE) at an active polling site on an election day while such site is being used as a polling place; and,

WHEREAS, City staff, including the City Police Department and City Clerk's office, have recommended against allowing such an OSE at the polling place during an election, out of concern that the OSE could interfere with or distract voters, could cause a disturbance if any voters do not appreciate the music being played, or believe the music to be politically-suggestive, could impede the smooth progress of voters or voter traffic into or out of the polling site, or could otherwise adversely impact on the efficient and incident-free holding of the election; and,

WHEREAS, under Wisconsin law, local election officials, are charged with ensuring that polling places operate smoothly and without "interference with and distraction of electors at polling places." Wis. Stat. § 5.35(5). Local election officials are also "primarily responsible for election administration in Wisconsin," and state law affords "discretion to municipal clerks in how best to conduct elections in their respect jurisdictions." *Priorities USA v. WEC*, 2024 WI 32, ¶¶ 27, 28, 412 Wis. 2d 594, 8 N.W.3d 429.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that no OSEs shall be held at active polling sites on an election day while such site is being used as a polling place; and,

BE IT FURTHER RESOLVED that City staff are directed to deny any application to hold an OSE that would be held in contravention of this Resolution.

Approved:

Michael J. Neitzke, Mayor

Date Approved:

_____, 2025

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the 18th day of March, 2025.

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: March 18, 2025

RELATING TO:

Outdoor Special Event application for the Dan Jansen Family Fest event, to be located at 5151 W. Layton Ave. (Konkel Park), from May 22, 2025 through May 26, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's Licenses, Temporary Class "B" Retailer's License (beer), Food, and commercial building/plumbing/electrical.

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>Beer/ Band</u>	<u>End Time</u>
Friday, May 23		4:00PM	11:00PM	11:00PM
Saturday, May 24		11:00AM	11:00PM	11:00PM
Sunday, May 25	Car Show, Music, Rides	8:00AM	11:00PM	11:00PM
Monday, May 26	Rides	12:00 noon	NA	5:00PM

Rides close at 10:00PM Friday, Saturday, and Sunday.

Set-up: Starts on Thursday 5/22/25 at 7:00am

Breakdown: Monday – Tuesday, 5/26 – 5/27/25

Applicant is requesting to waive all permit fees.

Recommendation: Approve the Outdoor Special Event application for the Dan Jansen Family Fest, to be located at Konkel Park, 5151 W. Layton Ave., May 22 – 26, 2025, and all applicable licenses/permits, and waive application fees, and waive the Mun. Code operating time limit of 10:00 p.m. to allow the finishing time for both beer service and band performance to be 11:00 p.m.

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

RESOLUTION NO. _____

Special Use Permit for an ownership change to Mr. Chicken, an existing limited-service restaurant, located at 3322 W. Loomis Rd., submitted by Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC. (Tax Key No. 553-0436-001)

WHEREAS, Mustafa Almonsa, d/b/a Mr. Chicken USA, 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 ownership change to Mr. Chicken, an existing limited-service restaurant, located at 3322 W. Loomis Rd.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on March 18, 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, Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC, resides at 1404 Milwaukee Ave., South Milwaukee, WI 53172
2. The property is owned by Haiffa Oil, LLC, 5979 S. Howell Ave., Milwaukee, WI .
3. Mr. Chicken will occupy approximately 1,800 sq. ft. of space within the commercial building located at 3322 W. Loomis Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lots 25 through 28 of Block 14 in Lynndale No. 2, a recorded subdivision, being a part of the Southeast Vi of Section 13, Township 6 North, Range 21 East in the City of Greenfield, Milwaukee County, State of Wisconsin.

Tax Key No. 553-0436-001

Said land being located at 3322 W. Loomis Rd.

4. The applicant is proposing to establish a limited-service restaurant within the existing commercial building.
5. The aforesaid premise is zoned C2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Loomis Rd. corridor that is developed for commercial uses. Properties to the north are developed as residential uses; properties to the east and west are developed as commercial uses; properties to the south are in the City of Milwaukee and are developed as multi-family 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 Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC, for an ownership change to Mr. Chicken, an existing limited-service restaurant, located at 3322 W. Loomis Rd., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on March 11, 2025 and by the Common Council on March 18, 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 Mr. Chicken, will be 10:00am to 12:00am (midnight), daily.
4. Off-Street Parking. The expanded Mr. Chicken requires 39 off-street parking spaces. The property will provide 26 off-street parking stalls. Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Mustafa Almonsa, d/b/a Mr. Chicken USA, 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

S:\Planning\Plan Commission\2025\3-11-25\Mr. Chicken - SUR\Resolution - Mr. Chicken 3-18-25.docx



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 18, 2025

RELATING TO:

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

SUMMARY:

Safebuilt Wisconsin LLC provides building, electrical and plumbing inspection services through a professional services agreement.

This amendment establishes that building inspection services will now be provided to at the rate of 80% of Municipal fee as established by ordinance.

This is consistent with our agreement for electrical inspection services.

RECOMMENDATION:

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

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

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

THIS THIRD AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below 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 the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on September 28, 2017; and

WHEREAS, on January 24, 2018, Parties instituted First Amendment to the Agreement to include plan review services and update fee schedule; and

WHEREAS, On June 25, 2019, Parties instituted Second Amendment to the Agreement to include electrical and mechanical inspection services and update fee schedule;

WHEREAS, Parties hereto now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Building Inspection Services will now be provided to Municipality at the rate of 80% of Municipal fee as established by ordinance.
3. All other conditions and terms of the original Agreement, First Amendment, and Second Amendment not specifically amended herein, shall remain in full force and effect.

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

SAFEbuilt Wisconsin, LLC
Digitally signed by Gary Amato
Date: 2025.02.28 11:48:18 -05'00'

By: _____

Name: Gary Amato

Title: Chief Administrative Officer

Date: February 28, 2025

City of Greenfield, Wisconsin

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



2025 TICKET PROGRAM PARTICIPATING MEMBER – AGREEMENT

Only current members of the organization participate in selling of the discounted attraction tickets as part of the Wisconsin Parks & Recreation Association (WPRA) ticket program, and they must comply with the terms of this agreement.

It is acknowledged that the primary purpose of participation in the ticket program is to attract the general public in order to promote a better understanding of the value and benefits of adequate parks and recreational services.

The City of Greenfield Parks & Recreation (enter participating member department/agency name)
does hereby agree to the following term to participating in the ticket program:

1. Identify a primary representative that will administer the ticket program.
2. Return completed Participating Member Agreement to WPRA by **March 21, 2025**.
3. Submit initial ticket order (online) to WPRA by **March 28, 2025**.
4. Sell tickets only at the WPRA stated selling price, which will be determined between the WPRA and attractions. In 2025, participating members retain \$1.00 for each ticket sold.
5. Report number of sold tickets to WPRA no later than **September 5, 2025**. (WPRA will provide you with a *Ticket Program Payment Form* containing your amount due.)

NOTE: The amount you retain as a participating member for tickets sold will be withheld by you prior to submitting payment to WPRA, as will be reflected on the *Ticket Program Payment Form*.

6. Return all unsold tickets plus full payment for tickets sold as detailed on the *WPRA Ticket Program Payment Form* by **September 12, 2025**.

We acknowledge that a \$50 late fee will be applied if unsold tickets and full payment of tickets sold are not received by WPRA by the September 12, 2025 deadline, and may result in elimination of future consignment privileges.

7. Payment will be submitted by department check, or money order only (not cash, credit card, or individual personal checks).
8. We will order tickets on-line through WPRA and not contact the attractions directly or participate in any other specials.
9. Procedures and appropriate training for the collection of monies and safe storage of tickets and payments are our responsibility. Policies regarding refunds, hours of sales, and the expenditure of our retained earnings are also our responsibility.
10. We agree not to place any paid advertising for the ticket program in any publication nor to solicit more than local media coverage regarding our sales.
11. The WPRA shall not be held liable for the safety, operation, or condition of the premises, programs or facilities of any of the attractions participating in the ticket program. Any liability is the responsibility of the attraction itself.
12. We agree not to sell discount tickets at or around any of the attraction sites.

Agreed to by:

WPRA Member Department/Agency

City of Greenfield Parks & Recreation

Name (printed) of Primary Representative:

Andrea Sierra

Primary Representative Authorized Signature:

[Signature]

Date: 3-4-25

Attraction Information and Prices

2025 Summer WPRA Ticket Program Attraction Info

Milwaukee County Zoo

The Milwaukee County Zoo is a zoo of renown with a reputation as a leader in animal management, conservation, research and education with a wholesome recreational environment.

Season: Open most days of the year. Closed Christmas, New Years, and Thanksgiving.

Adult Ticket Gate Price: \$22.75, **WPRA Sells At: \$15.50**, Customer Saves: \$7.25

Child Ticket Gate Price: \$19.75, **WPRA Sells At: \$12.50**, Customer Saves: \$7.25

Child Age for Tickets: Ages 3 – 12

Any Tickets that are FREE: Age 2 and under

Chaperone policy: Applies only to registered field trips.

Mt. Olympus Theme & Water Park

Unlimited go-karts, rollercoasters, water attractions, kiddie rides and more!

New for Summer 2025: Our indoor theme park is now open!

Season: May 23, 2025 - September 1, 2025

Ticket Gate Price: \$35.00, **WPRA Sells At: \$16.00** Customer Saves: \$19.00

Any Tickets that are FREE: 2 and under free

Chaperone policy: 1 for every 15 paying individuals

Noah's Ark Waterpark

America's largest and best outdoor waterpark located in the Waterpark Capital of the World. With over 50+ attractions including two wave pools, two lazy rivers, a water coaster, and multiple children's play areas.

Season: May 24, 2025 - September 1, 2025

Adult Ticket Gate Price: \$59.99, **WPRA Sells At: \$37.35** Customer Saves: \$22.64

Child Ticket Gate Price: \$49.99, **WPRA Sells At: \$37.35**, Customer Saves: \$12.64

Any Tickets that are FREE: Children under 36"

**Note, adult and child ticket prices are the same and will be delivered as the same ticket.*

Land of Natura

America's largest floating water park. Experience the natural side of the Dells, for all ages through both active, fun, and refreshing relaxation in a beautiful and sustaining environment.

Season: May - September

Adult Ticket Gate Price: \$44.99, **WPRA Sells At: \$19.99**, Customer Saves: \$25.00

Child Ticket Gate Price: \$44.99, **WPRA Sells At: \$19.99**, Customer Saves: \$25.00

Chaperone Policy: N/A

**Note, adult and child ticket prices are the same and will be delivered as the same ticket.*



2025 TICKET PROGRAM OVERVIEW

As a member benefit of belonging to the Wisconsin Park & Recreation Association (WPRA), members of the organizations have the opportunity to purchase discounted tickets at the lowest available price to attractions that they may sell to the general public.

Everyone benefits!

General Public

Attraction ticket in this ticket program are at a discounted rate from gate pricing, the lowest available price.

WPRA Member

As of 2025, WPRA members retain \$1.00 from the sale of each ticket in exchange for promoting and selling tickets on behalf of the attractions.

WPRA

As of 2025, the WPRA retains \$1.25 from the sale of each ticket in exchange for orchestrating the ticket program.

Attractions

Even factoring in the discounted rate from gate pricing and the \$2.25 retained by the WPRA and its' participating members, attractions benefit by the added local exposure and additional promotion by the members throughout the state, which results in more ticket sales.

To become involved:

ATTRACTIONS

Complete Attraction Agreement by March 1, 20245

Attraction Agreement contains pricing and description details for each attraction.

Send tickets and promotional brochures to all WPRA Members by April 25, 2025

WPRA will send order details by April 4, 2025

PARTICIPATING WPRA MEMBERS

Identify ticket program coordinator

Submit Participating Member Agreement by March 21, 2025

Place attraction ticket order by March 28, 2025

Sell tickets through Labor Day

Return payment and unsold tickets to WPRA by September 12, 2025



2025 TICKET PROGRAM

PARTICIPATING MEMBER – ADDITIONAL INFORMATION

As a supplement to the Participating Member Agreement, more detail and helpful tips have been compiled below as a helpful guide to WPRA members. If you have any questions, please reach out to the WPRA office.

All tickets from all attractions are available on "consignment." You place your order online with the WPRA office and the tickets are shipped directly to you by the attraction.

OVERALL SCHEDULE

March 21	Participating Member Agreement Due to WPRA Office
March 28	Online order placed for tickets
April 25	Tickets sent to you by attractions
May 1 - Labor Day	Sell tickets
Labor Day – Sept 5	Calculate tickets sold and report online to WPRA
Within 3 days	WPRA will send you a <i>Ticket Program Payment Form</i>
September 12	Send payment and unsold tickets back to WPRA
	<i>Remember – payment is to be submitted by department check or money order only (not cash, credit cards or individual personal checks).</i>

PRICING

- All attractions have included applicable sales tax in their prices and are responsible for payments to the state.
- Per the WPRA agreement with each attraction, you must sell the tickets at the WPRA stated selling price.
- Each participating department retains \$1.00 per ticket sold.

**By paying to WPRA the price noted on your *Ticket Program Payment Form*, you automatically retain the applicable amount.*



2025 TICKET PROGRAM PARTICIPATING MEMBER – ADDITIONAL INFORMATION

ORDERING

ALL ORDERS MUST BE PLACED ONLINE THROUGH THE WPRA WEBSITE:
www.wpraweb.org

- The attractions will not accept direct orders for WPRA's discounts.
- A minimum order of 25 tickets per attraction is required for any order placed with the WPRA Office.
- If you do not participate in the program or are temporarily out of tickets, please refer inquiries to a nearby participating department. The WPRA office cannot sell to the general public directly.
- Please check your shipments and verify amounts when they arrive. Contact the WPRA office immediately if there is a discrepancy or you will be responsible for any missing tickets.

PAYMENT

- Departments must end sales on Labor Day, but some opt to cut off sales earlier to allow themselves more time to balance and issue payment.
- All participants must report the number of tickets sold online through WPRA's website by September 5th, 2025.
- It is advised that you print a copy of the form prior to hitting submit for your records.
- You will receive your *Ticket Program Payment Form* within 2-3 business days. This form will be stating how much is owed along with the number of tickets that need to be returned.
 - *By paying to WPRA the price noted on your *Ticket Program Payment Form*, you automatically retain the \$1.00 amount.
- Return a copy of the *Ticket Program Payment Form* with your payment and unsold tickets.
 - *Remember, acceptable forms of payment include: Department checks, money orders - no cash, credit cards or individual checks.
- Please plan ahead for necessary approval to make your final payment to WPRA by the September 12th deadline.
- A \$50 late fee will be applied if unsold tickets and full payment are not received at the WPRA Office by this date.
- A late payment (*without advance notice, reasonable documentation, etc.*) may prevent a department from participating in future ticket programs.

RETURN OF UNSOLD TICKETS

- Participating agencies **MUST** return unsold tickets by **certified, registered mail, FedEx, UPS or in person to the WPRA office.**
- You **MUST** obtain verification that your parcel(s) did reach the WPRA Office. Retain this documentation should there should be a problem with the delivery of your parcel(s).
- Rubber band any unsold tickets from each attraction and attach a note with the number returning and department/agency name. Parcels that have loose tickets and are not posted with a number and department/agency will be returned to the participating member for completion.



2025 TICKET PROGRAM

PARTICIPATING MEMBER – ADDITIONAL INFORMATION

PUBLICITY

- Attractions have agreed to send a limited number of brochures with each order shipment. Extra brochures may be ordered by calling the attraction directly.
- Departments are asked to avoid paid advertising in publicizing the program - other options such as inclusion in your brochure, posters, local press releases, etc., are encouraged. Please be especially cautious of attracting news exposure on a county, regional, or state basis, as not all departments sell tickets and many others do not prefer to greatly expand sales levels due to staff time.

CHOICES

- Each department/agency is reminded that you have many options in helping the ticket program run the most efficiently for your community such as:
 - Selling hours - it is your choice if you wish to sell during all office hours or restrict hours or days.
 - Returned checks - you have the option of accepting cash only if you feel returned checks could be a problem.
 - Refunds - For 2025, all of the attractions will have clearly printed on each ticket, "Non-Refundable".
 - Staff training - you can set your own procedures and are encouraged to provide appropriate staff training to reduce potential errors.
 - Retained Earnings - the amount you retain for your department sales may be used to fund WPRA memberships, Conference and workshop registrations, or a variety of departmental projects to help better your department.

LIABILITY

- WPRA has included, in an agreement with each attraction, an indemnification clause releasing WPRA and participating departments from civil liability relating to the ticket program.
- Each department is encouraged to review their insurance coverage regarding loss or theft of tickets and to implement an internal checks and balances system as a preventive action.
- Each department is responsible for establishing their own refund policy. The WPRA Office should not be called regarding your department sales, as you are the point of sales distribution.

Thank you for participating in the WPRA Ticket Program!

If you have any questions, please contact the WPRA Office.

Wisconsin Park and Recreation Association
6737 W Washington St., Suite 4210
Milwaukee, WI 53214
Phone: (414) 423-1210
office@wpraweb.org
www.wpraweb.org

FEBRUARY 2025
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,185,835.52	12/31/2001	variable		\$83.84	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,181,096.50	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$0.00					
Ehlers Investment Partners X- GRD 2021B	\$0.00	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$617,538.54					
Ehlers Investment Partnes X - 2022A X-3025	\$134,429.10					
Associated Bank Investments	\$6,803,053.51	3/15/2022	variable			
Totals	\$16,921,953.17				\$83.84	

LOCAL GOVERNMENT INVESTMENT POOL

February 2025 Statement

January Ending Balance	\$	45,636,749.33
2 Deposit (s) in February		71,079.05
2 Withdrawal(s) in February		5,250,000.00
February Interest Earnings @ 4.40%		153,172.11
TOTAL	\$	40,611,000.49

PACKETS FOR WEDNESDAY, 3 / 12 / 2025 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	2/28/2025	\$	767,805.12
AP CHECKS	3/7/2025	\$	249,290.17
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS		\$	
P-CARDS - FEBRUARY 2025		\$	169,284.79
		TOTAL \$	1,186,380.08

CC: PAULA

CC: FINANCE FOLDER