



COMMON COUNCIL MEETING AGENDA

Tuesday, August 19, 2025 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the July 15, 2025 Common Council minutes
 - 1. Approve correction to the July 15, 2025 Common Council minutes
- E. Approval of the July 25, 2025 Special Common Council minutes
 - 1. Approve correction to the July 25, 2025 Special Common Council minutes
- F. Mayor's Report
- G. Aldermanic Reports
- H. Announcements
- I. Citizen Commentary
- J. Public Hearings
 - 1. Public Hearing on a Special Use Permit for the UPS Store, a proposed private mail carrier business, to be located at 7915 W. Layton Ave., submitted by Ramzey Shawar, d/b/a RJ & KZ LLC, and Kirsten Coons, d/b/a Cushman & Wakefield. (Tax Key No. 616-8989-003) (PC-7/8/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for the UPS Store, a proposed private mail carrier business, to be located at 7915 W. Layton Ave., submitted by Ramzey Shawar, d/b/a RJ & KZ LLC, and Kirsten Coons, d/b/a Cushman & Wakefield. (Tax Key No. 616-8989-003) (PC-7/8/25 Kastner)
 - b. Approve a Site Review for the UPS Store, a proposed private mail carrier business, to be located at 7915 W. Layton Ave., submitted by Ramzey Shawar, d/b/a RJ & KZ LLC, and Kirsten Coons, d/b/a Cushman & Wakefield. (Tax Key No. 616-8989-003) (PC-7/8/25 Kastner)
 - 2. Public Hearing on a Special Use Permit for Lake Car Glass, a proposed automotive glass replacement supplier, to be located at 4420 S. 108th St., submitted by Matt Nazari, d/b/a Lake Car Glass, Inc. (Tax Key No. 608-9991-001) (PC-8/19/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Lake Car Glass, a proposed automotive glass replacement supplier, to be located at 4420 S. 108th St., submitted by Matt Nazari, d/b/a Lake Car Glass, Inc. (Tax Key No. 608-9991-001) (PC-7/8/25 Kastner)
 - b. Approve a Site Review for Lake Car Glass, a proposed automotive glass replacement supplier, to be located at 4420 S. 108th St., submitted by Matt Nazari, d/b/a Lake Car Glass, Inc. (Tax Key No. 608-9991-001) (PC-7/8/25 Kastner)
 - 3. Public Hearing on a Special Use Permit for Hacienda Chivolin Food Truck, a proposed food truck business, located at 5110 W. Loomis Rd., submitted by Floralia Tellez Ortiz, d/b/a Alvarez Line LLC. (Tax Key No. 648-0031-003) (PC-7/8/25 Kastner)

- a. Approve a Resolution for a Special Use Permit for Hacienda Chivolin Food Truck, a proposed food truck business, located at 5110 W. Loomis Rd., submitted by Floralia Tellez Ortiz, d/b/a Alvarez Line LLC. (Tax Key No. 648-0031-003) (PC-7/8/25 Kastner)
- b. Approve a Site Review for Hacienda Chivolin Food Truck, a proposed food truck business, located at 5110 W. Loomis Rd., submitted by Floralia Tellez Ortiz, d/b/a Alvarez Line LLC. (Tax Key No. 648-0031-003) (PC-7/8/25 Kastner)

K. 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)

L. New Business

1. Claims received from Louise Ann Johnson. (Goergen)
2. Adopt an Ordinance amending Section 13.01 of the Greenfield Municipal Code relating to cigarette, tobacco, and electronic vaping products. (Goergen)
3. Approve a Resolution to affirm membership commitment with Cities and Villages Mutual Insurance Company ("CVMIC") and set annual premiums for policy years 2026, 2027 and 2028. (Goergen)
4. Approve applications for 2025-2026 operator licenses (Goergen)
5. Approve a change of agent from Brian Wheatley to Mackenzie Bero, 14890 W. College Ave., Muskego, WI, for the 2025-2026 Class "A" Fermented Malt Beverage Retailer's License held by Walgreen Co., 4688 S. 108th St. (Walgreens #04827). (Goergen)
6. Approve an application for a Parade License, and a request to waive the license fee, received from the Greenfield High School (Student Senate) to conduct a parade on October 3, 2025, from 3:30 PM to 6:30 PM. (Starts on 51st St. goes down Edgerton turn right onto S. 60th St. into the back parking lot of the high school.) (Goergen)
7. Approve application for a Temporary Class "B" Fermented Beverage & "Class B" Wine Retailer's License and a request to waive the license fee, received from Greenfield Professional Fire Fighters Benevolence and Charities, 5330 W. Layton Ave., for Toasting for Charity event on November 15, 2025, from 6:00 PM to 10:00 PM at 7215 W. Cold Spring Rd. (Goergen)
8. Approve an Outdoor Special Event application for House of Harley's National Guard Ride event, to be located at 6221 W. Layton Ave., on August 22, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)
9. Approve an Outdoor Special Event application for House of Harley's Big Al Wetzel Ride event, to be located at 6221 W. Layton Ave., on August 23, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)
10. Approve an Outdoor Special Event application for House of Harley's 2025 Sale event, to be located at 6221 W. Layton Ave., on August 30, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)

11. Approve an Outdoor Special Event application for House of Harley's National Fall event, to be located at 6221 W. Layton Ave., on September 13, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)
12. Approve an Outdoor Special Event application for Bluemel's Fall Fest, to be located at Bluemel's Garden & Landscape, 4930 W. Loomis Rd., on September 20, 2025. Application includes the following combination of licenses/permits: Outdoor Special Event. (Vlach)
13. Approve Outdoor Special Event application for Milwaukee Angels Autumn Classic event, to be located at 10777 W. Cold Spring Rd., on September 20 – 21, 2025. Application includes the following combination of licenses/permits: Outdoor Special Event. (Vlach)
14. Adopt an ordinance to amend subsection 10.19(2)(b) of the Code of Ordinances for the City of Greenfield pertaining to dogs in parks (Jaquish)
15. Discussion/decision regarding agreement with Klemme Floats LLC. (Jaquish)
16. Discussion/decision regarding agreement with Village of Brown Deer to participate in the Market Perks program. (Jaquish)
17. Approve a license agreement with We Energies for the Powerline Trail Phase 3. (Katz)
18. Approve an agreement with Cobalt 92, LLC and RJ 92, LLC for the assignment of a drainage easement and related rights, title and interest to the City. (Katz)
19. Approve a contract for the project #2008 Pondview Park Dredging with New Berlin Grading in the amount of \$ 739,796.00. (Katz)
20. Approve a Turf Skatepark storm sewer easement agreement with Cobalt Loomis, LLC on vacant lands in the 4200 block of W Loomis Rd, a part of Tax Key No. 600-0081-011. (Katz)
21. Approve a Park and Ride Lot storm sewer easement agreement with Cobalt Loomis, LLC on vacant lands in the 4200 block of W Loomis Rd, a part of Tax Key No. 600-0081-011. (Katz)
22. Approve a Certified Survey Map for a proposed land combination of 4205, 4239, & 4253 W. Loomis Rd., submitted by Bill Ohm, d/b/a Cobalt Partners, LLC, represented by Al Schneider, d/b/a Chaput Land Surveys. (Tax Key Nos. 600-9967-002, 600-9958-002, & 600-9957-003) (PC-8/12/25 Kastner)
23. Approve an ordinance to repeal and recreate Section 3.12 (12) of the Municipal Code to revise the fee schedule for the Public Works Division, eliminating the ditch enclosure permit. (BPW-Ald. Bailey-7/22/25)
24. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 68th Street. (BPW-Ald. Bailey-7/22/25)
25. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1705 regarding no parking on the west side of South 68th Street in the vicinity of West Barnard Avenue. (BPW-Ald. Bailey-7/22/25)
26. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1754 regarding no parking on the west side of South 68th Street in the vicinity of West Southridge Drive. (BPW-Ald. Bailey-7/22/25)
27. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on West Howard Avenue. (BPW-Ald. Bailey-7/22/25)
28. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on West Howard Avenue. (BPW-Ald. Bailey-7/22/25)

29. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 137 regarding a stop sign at the intersections of South 43rd Street/West Howard Avenue and South 51st Street/West Cold Spring Road. (BPW-Ald. Bailey-7/22/25)
30. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 51st Street. (BPW-Ald. Bailey-7/22/25)
31. Discussion and decision to revise Parks and Recreation Department organizational chart (8/13/25 F&HR S. Saryan)
32. Discussion and decision to revise job title of Parks/Facilities Supervisor to Parks Supervisor, revise job description and set salary (8/13/25 F&HR S. Saryan)
33. Discussion and decision to revise Department of Neighborhood Services organizational chart (8/13/25 F&HR S. Saryan)
34. Discussion and decision to create job description of Inspection Services Manager in the Department of Neighborhood Services, set salary, recruit and hire (8/13/25 F&HR S. Saryan)
35. Approve fund transfers between capital improvement accounts. (8/13/25 F&HR S. Saryan)
36. Discussion and decision to approve a maintenance agreement between Jani-King of Milwaukee and the Greenfield Fire Department. (8/13/25 F&HR S. Saryan)
37. Discussion and decision to approve an agreement with Catalis Tax & CAMA, Inc for assessment services for a term ending July 31, 2028, with two 1-year extension options. (8/13/25 F&HR S. Saryan)
38. Discussion and decision to update resolution # 3946, the city's investment policy, with two additional banks. (8/13/25 F&HR S. Saryan)
39. Approval of schedules of disbursements in the amount of \$7,518,730.35. (8/13/25 F&HR S. Saryan)
40. Approval of mileage reimbursements in the amount of \$333.55. (8/13/25 F&HR S. Saryan)
41. Accept June 2025 financial statements. (8/13/25 F&HR S. Saryan)
42. Investments and reinvestments for June 2025. (8/13/25 F&HR S. Saryan)
43. Investments and reinvestments for July 2025. (8/13/25 F&HR S. Saryan)

M. Items for future agenda

N. Adjourn

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

MINUTES OF THE COMMON COUNCIL MEETING HELD AT THE GREENFIELD CITY HALL ON TUESDAY, JULY 15, 2025

A. Call to Order & Roll Call

The meeting was called to order by Mayor Neitzke at 7:00 PM.

Present: Alderpersons Andrew Drzewiecki, Bruce Bailey, Karl Kastner, Pamela Akers

Excused: Shirley Saryan

Also present: Jeff Katz, Director, Neighborhood Services; Jennifer Goergen, City Clerk; Gina Vlach, City Planner

B. Opening Prayer

An opening prayer was given by Pastor Steve Rogers.

C. Pledge of Allegiance

D. Approval of the June 17, 2025 Common Council minutes

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

E. Mayor's Report

Mayor Neitzke introduced County Supervisors Patti Logsdon and Kathleen Vincent, who were present. There was a hearing for Amando Lang, and the report said that he was competent to stand trial. Mayor Neitzke praised Ms. Vincent for everything she's doing at the county level. State Representative Bob Donovan was present at the hearing as well. We take the importance of safety and stability in the community seriously. He thanked Ms. Vincent, Mr. Donovan, and acting Police Chief Eric Lindstrom.

Alderperson Kastner asked the county supervisors about the status of the Root River path between Howard Avenue and Morgan Avenue.

County Supervisors Logsdon and Vincent presented a dedication to The Turf. Ms. Logsdon, Ms. Vincent, and Mayor Neitzke read the dedication.

Mayor Neitzke and Alderperson Akers discussed the spectacular fireworks; they were highly reviewed. The only criticism was about the loudness of the booms.

Mayor Neitzke went to agenda item F.

Mayor Neitzke said that a Board of Health member passed away. Alderperson Akers and Mayor Neitzke spoke about the member. The city would be giving its condolences.

Mayor Neitzke went to agenda item M.

F. Aldermanic Reports

Alderperson Akers said that Konkel Park was busy. Mayor Neitzke said to respect the no-parking signs as it is a safety issue.

G. Announcements

H. Citizen Commentary

I. Public Hearings

1. Public Hearing on a Special Use Permit for Neveria Las Maravillas, a limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006) (PC-6/10/25 Kastner)

The public hearing opened at 7:18 PM.

Gina Vlach, City Planner, presented the site information, description of business, employee

Minutes are not official until formally approved by the Common Council at the next scheduled meeting.

information, hours of operation, parking, site improvements, and recommendations from the Plan Commission. There weren't any letters of objection or support received.

The owner of the building was present. He said that he removed the light.

Motion by Alderperson Akers, seconded by Alderperson Bailey to close the public hearing. Motion carried unanimously.

- a. Approve a Resolution for a Special Use Permit for Neveria Las Maravillas, a limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006) (PC-6/10/25 Kastner)

Motion by Alderperson Akers, seconded by Alderperson Bailey to approve agenda items I1a and I1b. On a roll call vote, motion carried unanimously.

- b. Approve a Site Plan Review for Neveria Las Maravillas, a limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006) (PC-6/10/25 Kastner)
Approved under agenda item I1a.

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)
Place on the next agenda.

K. New Business

1. Claim received from Pam Akers. (Goergen)

Referred to the City Attorney.

2. Claim received from Martin Law Office on behalf of Gisena Cervantes. (Goergen)

Referred to the City's insurance company.

3. Approve applications for 2025-2026 operator licenses (Goergen)

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

4. Approve applications for an Amusement License to expire July 31, 2026. (Goergen)

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

5. Approve an application for a 2025-2026 Class "B" Fermented Malt Beverage and "Class C" Wine Retailer's License for Meiji Milwaukee LLC, Dianhui Jiang, Agent, for the property at 3740 S. 108th St. (Meiji Seafood Buffet). The alcohol will be served at each table in the dining area and at the bar. The storage for the alcohol will be located by the office, located in the back by the kitchen. Records will be kept in the office located at 3740 S. 108th St. (Goergen)

Motion by Alderperson Kastner, seconded by Alderperson Drzewiecki to approve. Motion carried unanimously.

6. Daniel's Palace, Rachel Daniels, Agent, requests an extension of the licensed premises of their Combination "Class B" Beer and Liquor License and Entertainment License for the Bags League to include: the speaker outside in the front [of the building], and it will have temporary fencing. Alcohol

Minutes are not official until formally approved by the Common Council at the next scheduled meeting.

sales will be inside the building and drinks outside in plastic cups. The events will be at 3800 S. 108th Street on July 16, July 23, July 30, August 6, and August 13, 2025 from 6:00 PM to 9:30 PM. (Goergen)
Motion by Alderperson Kastner, seconded by Alderperson Bailey to approve. Motion carried unanimously.

There was discussion that this was the old Genesis and Embers building.

7. Approve a change of agent from Nicholas Fischer to Jennifer Flannery, 1511 N. Hawley Rd., Milwaukee, WI, for the 2025-2026 "Class B" Combination Fermented Malt Beverage and Liquor Retailer's License held by Famous Dave's Ribs Inc, 5077 S. 27th St. (Famous Dave's). (Goergen)

Motion by Alderperson Kastner, seconded by Alderperson Drzewiecki to approve. Motion carried unanimously.

8. Approve an Outdoor Special Event application for the Hassleless Mattress Tent Sale Event, to be located at 7740 W. Layton Ave, on July 17 through 23, 2025. Application includes the following combination of licenses/permits: Outdoor Special Event. (Vlach)

Motion by Alderperson Akers, seconded by Alderperson Bailey to approve.

There was a discussion about whether someone had to be there to run the event.

Motion carried unanimously.

9. Approve an Outdoor Special Event application for The Salvation Army's Back to School Health Fair, to be located at 2900 W. Cold Spring Rd., on August 8, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event. (Vlach)

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

10. Approve a Site Plan for EVgo, Inc., to install 8 electric vehicle charging stations in the existing Meijer grocery store parking lot, located at 5800 W. Layton Ave., submitted by Elizabeth Bragg, d/b/a Kimley-Horn & Associates. (Tax Key No. 602-9947-004) (PC-7/8/25 Kastner)

Motion by Alderperson Kastner, seconded by Alderperson Akers to approve agenda items K10 - K12.

Under discussion, Alderperson Kastner and Mrs. Vlach spoke about the landscaping around the electrical pad, which is a condition of approval for agenda item K10.

On a roll call vote, motion carried unanimously.

11. Approve a Certified Survey Map for a proposed land division of 4343 W. Mallory Ave., submitted by Christopher and Praphasri Swenson, represented by Nick Draskovich, d/b/a Endpoint Solutions. (Tax Key No. 647-1193-000) (PC-7/8/25 Kastner)

Approved under agenda item K10.

12. Approve an Architectural Plan Review for a building remodel at Diamond Jim's, an existing business, located at 5265 S. 27th St., submitted by Tom Letizia, d/b/a Diamond Jim's, and Scot Schmidt, d/b/a Schmidt Architects, LLC. (Tax Key No. 645-0013-000) (PC-7/8/25 Kastner)

Approved under agenda item K10.

13. Approve an agreement with Garland Company Inc. for project number 2511 Library Upper (West) Roof in the amount of \$244,930. (Katz)

Motion by Alderperson Drzewiecki, seconded by Alderperson Akers to approve. On a roll call vote, motion carried unanimously.

14. Approve an Intergovernmental Agreement with the Village of Hales Corners for the Powerline Trail Phase 3. (Katz)

Minutes are not official until formally approved by the Common Council at the next scheduled meeting.

Mayor Neitzke said that this is set for completion in 2026. Jeff Katz, Director of Neighborhood Services, said that it only goes to Edgerton Avenue. They discussed that the city is paying for the 300-foot path that goes through Hales Corners to Edgerton Avenue as part of the grant.

Motion by Alderperson Kastner, seconded by Alderperson Akers to approve. On a roll call vote, motion carried unanimously.

15. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for street light replacement on W. Cold Spring Road and W. Howard Avenue. (Katz)

Motion by Alderperson Akers, seconded by Alderperson Kastner to approve.

Under discussion, Mayor Neitzke said that they will be meeting with vendors to discuss the pricing of new light bulbs on 27th Street. It may require all new fixtures. Mr. Katz said that the return on investment is better with the new lights.

On a roll call vote, motion carried unanimously.

16. Discussion and decision to approve an ambulance billing agreement between Paramedic Billing Services Inc. and the Greenfield Fire Department. (D. Weber)

Motion by Alderperson Kastner, seconded by Alderperson Akers to approve. On a roll call vote, motion carried unanimously.

17. Discussion and decision to approve a financial agreement between the Police Department and the Greenfield School District to staff a School Resource Officer at the Greenfield Middle School (E. Lindstrom)

Mayor Neitzke introduced the agreement. It would allow the hiring of an additional police officer and would be funded by the school district.

Motion by Alderperson Kastner, seconded by Alderperson Drzewiecki to approve.

Under discussion, Mayor Neitzke said that the school district approached the city. There wasn't interest in the Whitnall School District for their middle school to have a resource officer at this point. Alderperson Akers said that when the high school's agreement for a resource officer is up, the reimbursement rate will increase.

On a roll call vote, motion carried unanimously.

18. Discussion and decision to revise the organizational chart for the Police Department (E. Lindstrom)

Motion by Alderperson Akers, seconded by Alderperson Drzewiecki to approve agenda items K18 - K19. On a roll call vote, motion carried unanimously.

19. Discussion and decision to recruit and hire new Police Officer (E. Lindstrom)

Approved under agenda item K18.

20. Approval of schedules of disbursements in the amount of \$2,798,766.13. (Schafer)

Motion by Alderperson Akers, seconded by Alderperson Kastner to approve agenda items K20 - K23. On a roll call vote, motion carried unanimously.

21. Approval of mileage reimbursements in the amount of \$203.70. (Schafer)

Approved under agenda item K20.

22. Accept May 2025 financial statements. (Schafer)

Approved under agenda item K20.

23. Accept investments and reinvestments for May 2025. (Schafer)

Approved under agenda item K20.

Minutes are not official until formally approved by the Common Council at the next scheduled meeting.

24. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2025-2026 operator license to the following:

a. Dominique Sanders

Motion by Alderperson Drzewiecki, seconded by Alderperson Akers to go into closed session at 7:34 PM. On a roll call vote, motion carried unanimously.

25. Adjourn closed session and reconvene into open session.

Motion by Alderperson Akers, seconded by Alderperson Bailey to adjourn closed session and reconvene into open session at 7:38 PM. Motion carried unanimously.

26. Decision re: 2025-2026 Operator's License for Dominique Sanders. (Goergen)

Motion by Alderperson Akers, seconded by Alderperson Drzewiecki to approve. Motion carried unanimously.

Mayor Neitzke circled back to agenda item E.

- L. Items for future agenda

- M. Adjourn

Motion by Alderperson Kastner, seconded by Alderperson Akers to adjourn at 7:40 PM. Motion carried unanimously.

Jennifer Goergen, City Clerk

Minutes transcribed by Trina Kaminski, Administrative Assistant

Distributed: 7/18/2025

Trina Kaminski

From: Trina Kaminski
Sent: Wednesday, July 23, 2025 1:51 PM
To: Mayor Neitzke; z GF Alderpersons; Jennifer Goergen
Cc: z GF Clerk Dept
Subject: Correction to 7-15-25 Common Council Minutes
Attachments: 7-15-2025 Common Council minutes.pdf

Good afternoon,

When Common Council approves the 7-15-25 Common Council minutes at the CC meeting on 8-19-25, the following correction should be made:

Move "There was a discussion that this was the old Genesis and Embers building." from under agenda item K6 to under agenda item K5.

I will attach the minutes that are wrong and this correction email to the CC 8-19-25 agenda so it will show in the packet.

If you have any questions, please let me know.

Thank you kindly and best regards,
Trina Kaminski
Administrative Assistant
City of Greenfield
Clerk's Office
7325 W. Forest Home Ave., Room 102
Greenfield, WI 53220
(414) 329-5212
Trina.Kaminski@greenfieldwi.us

MINUTES OF THE SPECIAL COMMON COUNCIL MEETING HELD AT THE GREENFIELD CITY HALL ON FRIDAY, JULY 25, 2025

A. Call to Order & Roll Call

The meeting was called to order by Mayor Neitzke at 10:30 AM.

Present: Alderpersons Andrew Drzewiecki, Bruce Bailey, Karl Kastner, Shirley Saryan, Pamela Akers

Also present: Jennifer Goergen, City Clerk; Gina Vlach, City Planner

B. New Business

1. Approve an Outdoor Special Event application for House of Harley's Autism Charity Ride event, to be located at 6221 W. Layton Ave., on August 16, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event, Temporary Class "B" Retailer's License (beer), and Food. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)

Motion by Alderperson Drzewiecki, seconded by Alderperson Kastner to approve. Motion carried unanimously.

2. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(c) & (f), to confer with legal counsel regarding considerations as to partial waiver of attorney-client privilege in conjunction with one or more investigations involving a city employee:

- a. Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (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. (Foley)

Motion by Alderperson Akers, seconded by Alderperson Bailey to go into closed session at 10:32 AM. On a roll call vote, motion carried unanimously.

3. Adjourn closed session and reconvene into open session.

Motion by Alderperson Akers, seconded by Alderperson Bailey to adjourn closed session and reconvene into open session at 11:22 AM. Motion carried unanimously.

4. Decision and possible motion to approve the limited waiver, subject to the conditions discussed in closed session. (Foley)

Motion by Alderperson Bailey, seconded by Alderperson Drzewiecki to approve. On a roll call vote, motion carried unanimously.

C. Adjourn

Motion by Alderperson Akers, seconded by Alderperson Drzewiecki to adjourn at 11:23 AM. Motion carried unanimously.

Jennifer Goergen, City Clerk

Minutes transcribed by Trina Kaminski, Administrative Assistant

Distributed: 7/25/2025

Trina Kaminski

From: Trina Kaminski
Sent: Monday, August 4, 2025 10:57 AM
To: Mayor Neitzke; z GF Alderpersons; Jennifer Goergen
Cc: z GF Clerk Dept
Subject: Correction to 7-25-25 Special Common Council Minutes
Attachments: 7-25-2025 Special Common Council minutes.pdf

Good morning,

Happy Monday!

When Common Council approves the 7-25-25 Special Common Council minutes at the CC meeting on 8-19-25, the following correction should be made:

From:
"B4. Decision and possible motion to approve the limited waiver, subject to the conditions discussed in closed session. (Foley)
Motion by Alderperson Bailey, seconded by Alderperson Drzewiecki to approve. On a roll call vote, motion carried unanimously."

To:
B4. Decision and possible motion to approve the limited waiver, subject to the conditions discussed in closed session. (Foley)
Motion by Alderperson Bailey, seconded by Alderperson Drzewiecki to approve, subject to the conditions and limitations discussed in closed session. On a roll call vote, motion carried unanimously."

I will attach the minutes that are wrong and this correction email to the CC 8-19-25 agenda so it will show in the packet.

If you have any questions, please let me know.

Thank you kindly and best regards,

Trina Kaminski

Administrative Assistant

City of Greenfield

Clerk's Office

7325 W. Forest Home Ave., Room 102

Greenfield, WI 53220

(414) 329-5212

Trina.Kaminski@greenfieldwi.us

RESOLUTION NO. _____

Special Use Permit for The UPS Store, a proposed private mail carrier business, to be located at 7915 W. Layton Ave., submitted by Ramzey Shawar, d/b/a RJ & KZ LLC. (Tax Key No. 616-8989-003)

WHEREAS, Ramzey Shawar, d/b/a RJ & KW LLS, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish The UPS Store, a proposed private mail carrier business, to be located at 7915 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on August 19, 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, Ramzey Shawar, d/b/a RJ & KZ LLC, resides at 8475 S. 68th St., Franklin, WI 53132.
2. The property is owned by Devo Greenfield LLC, located at 138 Buntrock Ave., Thiensville, WI 53092.
3. The UPS Store will occupy approximately 1,300 sq. ft. of the multi-tenant commercial building located at 7901 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8124, being a part of the Northeast ¼ Section 28, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, excepting therefrom those parts conveyed in Document 09891106.

Tax Key No. 616-8989-003

Said land being located at 7901-7995 W. Layton Ave.

4. The applicant is proposing to establish a private mail carrier business within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits private mail carrier businesses as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Layton Ave. corridor that is developed for commercial and residential uses. Properties to the north are developed for commercial uses. Properties to the east are developed for institutional uses. Properties to the

south are developed for residential uses. Properties to the west are developed for residential and office 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 Ramzey Shawar, d/b/a RJ & KZ LLC to establish The UPS Store, a proposed private mail carrier business, to be located at 7915 W. Layton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on July 8, 2025 and by the Common Council on August 19, 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 The UPS Store will be 8:00am – 8:00pm, daily.
4. Off-Street Parking. A total of 454 off-street parking stalls are required for the entire multi-tenant commercial building. The property will provide 397 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 (20) 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.

Ramzey Shawar, d/b/a RJ & KZ 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 Lake Car Glass, a proposed automotive glass replacement supplier, to be located at 4420 S. 108th St., submitted by Matt Nazari, d/b/a Lake Car Glass, Inc. (Tax Key No. 608-9991-001)

WHEREAS, Matt Nazari, d/b/a Lake Car Glass, Inc., duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Lake Car Glass, a proposed automotive glass replacement supplier, to be located at 4420 S. 108th St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on August 19, 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, Matt Nazari, d/b/a Lake Car Glass, Inc., resides at 529 N. 68th St., Wauwatosa, WI 53213.
2. The property is owned by Franz Klagmann, W145 N5087 Stone Dr., Menomonee Falls WI 53051.
3. Lake Car Glass will occupy approximately 2,700 sq. ft. of the multi-tenant commercial building located at 4420 S. 108th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3639, being a part of the Southwest ¼ Section 20, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 608-9991-001

Said land being located at 4420-4440 S. 108th St.

4. The applicant is proposing to establish an automotive glass replacement supplier business within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits automotive glass replacement shops businesses as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 108 St. commercial corridor. Properties to the south and west are developed as commercial. Properties to the north and east are developed as park and recreation.

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 Matt Nazari, d/b/a Lake Car Glass, to establish Lake Car Glass, a proposed automotive glass replacement supplier, to be located at 4420 S. 108th St., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on July 8, 2025 and by the Common Council on August 19, 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 Lake Car Glass will be 7:00am – 4:00pm, Monday through Friday, and 7:00am – 2:00pm Saturday and Sunday.
4. Off-Street Parking. The business requires 4 off-street parking spaces. The tenant space is allotted 10 of the total 60 off-street parking stalls on the property.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty (20) 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.

Matt Nazari, d/b/a Lake Car Glass

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\7-8-25\Lake Auto Glass - SUP\Resolution - Lake Car Glass SUP 8-19-25.docx

RESOLUTION NO. _____

Special Use Permit for Hacienda Chivolin Food Truck, a proposed food truck home base, to be located at 5110 W. Loomis Rd., submitted by Floralia Tellez Ortiz, d/b/a Alvarez Line LLC (Tax Key No. 648-0031-003)

WHEREAS, Floralia Tellez Ortiz, d/b/a Alvarez Line LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Hacienda Chivolin Food truck, a proposed food truck home base, to be located at 5110 W. Loomis Rd.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on August 19, 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, Floralia Tellez Ortiz, d/b/a Alvarez Line LLC, resides at 5222 S. 21st St., Milwaukee WI 53221.
2. The property is owned by Melrose Foods 1, Inc., located at 2025 Southbranch Blvd, Oak Creek, WI 53154.
3. Hacienda Chivolin Food Truck will occupy approximately 2 parking spaces in the rear parking area located at 5110 W. Loomis Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 3231, being a part of the Southwest $\frac{1}{4}$ of Section 26, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 648-0031-003

Said land being located at 5110 W. Loomis Rd.

4. The applicant is proposing to establish a food truck home base in the existing commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits mobile food services as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Loomis Rd. corridor that is developed for commercial and residential uses. Properties to the north and west are developed for residential uses. Properties to the south and east are developed for 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 Floralia Tellez Ortiz d/b/a Alvarez Line LLC to establish Hacienda Chivolin Food Truck, for establishment of a proposed food truck home base at Hacienda Chivolin, an existing full-service restaurant, to be located at 5110 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 July 8, 2025 and by the Common Council on August 19, 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 Hacienda Chivolin Food Truck will be 9:00am – 10:00pm, daily.
4. Off-Street Parking. A total of 113 off-street parking stalls are required for the property. The property will provide 111 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 (20) 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.

Floralia Tellez Ortiz, d/b/a Alvarez Line 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.01 OF THE GREENFIELD MUNICIPAL CODE
RELATING TO CIGARETTE, TOBACCO, AND ELECTRONIC VAPING PRODUCTS

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

PART I. That the reference to “Cigarette and Tobacco Products” in Section 13.01 of the Municipal Code is hereby amended as follows:

“Cigarette, Tobacco, and Electronic Vaping Products”

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

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

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

RESOLUTION TO AFFIRM MEMBERSHIP COMMITMENT WITH CITIES AND VILLAGES
MUTUAL INSURANCE COMPANY (“CVMIC”) AND SET ANNUAL PREMIUMS FOR POLICY
YEARS 2026, 2027 AND 2028

WHEREAS, CVMIC sets forth guaranteed annual premiums in exchange for a commitment of continued membership; and

WHEREAS, CVMIC requires the City to select its SIR and return a copy of *Attachment One* with the *Acceptance Form* executed by an authorized officer (attached hereto); and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield that the City accepts the Liability Insurance Proposal dated June 19, 2025, from Cities and Villages Mutual Insurance Company (“CVMIC”) and agrees to continue its membership in CVMIC for policy years 2026, 2027 and 2028 based on the premium guarantee by CVMIC for said policy years.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

ATTACHMENT ONE



City of Greenfield Public Entity Liability Renewal Package Policy Years 2026, 2027, 2028

CVMIC Public Entity Liability Policy Overview

Coverages: General Liability, Auto Liability, Public Officials Liability & Law Enforcement Liability

Self-Insured Retention (SIR): Indicates the Member's amount of Risk Retained **per Occurrence**

Coverage Limit: \$10,000,000 per Occurrence Excess Self-Insured Retention (SIR)

Annual Aggregate Retention: Four (4) Times Selected Self-Insured Retention per Policy Period

City of Greenfield Renewal Options

Current Retention Level (Option 1)			Next Retention Level (Option 2)		
Per Occurrence SIR: \$37,500			Per Occurrence SIR: \$50,000		
Annual Aggregate Retention: \$150,000			Annual Aggregate Retention: \$200,000		
Policy Year	Adopted Premium Range		Policy Year	Adopted Premium Range	
2026	\$78,703		2026	\$74,767	
2027	\$81,518	\$83,285	2027	\$77,442	\$79,121
2028	\$84,779	\$88,282	2028	\$80,540	\$83,868

NOTE: The premiums stated above are based on an expected number of renewals and are subject to review. With that qualification, the premiums are guaranteed for the three-year policy period of 2026, 2027 and 2028.

Please contact Ben Hoverson (benh@cvmic.com) or Ben Rank (benr@cvmic.com) if you would like to discuss your SIR Analysis in greater detail to determine if moving to the "Next Retention Level" may be appropriate.

ATTACHMENT ONE

ACCEPTANCE

The **City of Greenfield** agrees to continue as a member of CVMIC for the policy years 2026, 2027 and 2028 as outlined in **Option 1** _____ (\$37,500) [or] as outlined in **Option 2** _____ (\$50,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this _____ day of _____, 2025.

City of Greenfield

By _____
Signature

Its _____
Title



Please email signed PDF to: benh@cvmic.com

**CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS**

08/15/2025

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
AdriAna Valenzuela	3150a S 44th ST	West Allis, WI 53219
Alejandro A Romero	2054 S 59th ST	West Allis, WI 53219
Anita G Hinton	2925 N Buffum ST	MILWAUKEE, WI 53212
Corrin Marie Alexander	3708 W Ohio AVE	Milwaukee, WI 53215
Elijah Alexander Wilkerson	3625 N 56th ST	Milwaukee, WI 53216
Isaiah Alejandro Leza	6627 Greenway #4	Greendale, WI 53129
Jamie Mae Marsh	925 N Doctor Martin Luther King Jr DR	Milwaukee, WI 53203
Rachel Desiree Sicard	1780 Hickory Hill LN	Brookfield, WI 53045
Sai VD	3659 W College AVE #54	Milwaukee, WI 53221
Stephanie Joan Flannick	3227 S 9th PL	Milwaukee, WI 53215



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 19, 2025

RELATING TO:

Outdoor Special Event application for the House of Harley National Guard Ride event, to be located at 6221 W. Layton Ave., on August 22, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Temporary Class “B” Retailer’s License (beer), and Food.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Friday, August 22	9:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Friday, 8/22, 8:00 a.m.

Breakdown: Friday, 8/22, 5:00 p.m.

Live music 9:00 a.m. - 4:00 p.m. Alcohol sales 10 a.m. – 5 p.m.

Recommendation: Approve the Outdoor Special Event application for the House of Harley National Guard Ride event, to be located at 6221 W. Layton Ave., on August 22, 2025 and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 19, 2025

RELATING TO:

Outdoor Special Event application for the House of Harley Big Al Wetzel Ride event, to be located at 6221 W. Layton Ave., on August 23, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Temporary Class "B" Retailer's License (beer), and Food.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, August 23	9:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 8/23, 8:00 a.m.

Breakdown: Saturday, 8/23, 5:00 p.m.

Live music 9:00 a.m. - 4:00 p.m. Alcohol sales 10 a.m. – 5 p.m.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Big Al Wetzel Ride event, to be located at 6221 W. Layton Ave., on August 23, 2025 and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 19, 2025

RELATING TO:

Outdoor Special Event application for the House of Harley 2025 Sale event, to be located at 6221 W. Layton Ave., on August 30, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Temporary Class “B” Retailer’s License (beer), and Food.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, August 30	9:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 8/30, 8:00 a.m.

Breakdown: Saturday, 8/30, 5:00 p.m.

Live music 9:00 a.m. - 4:00 p.m. Alcohol sales 10 a.m. – 5 p.m.

Recommendation: Approve the Outdoor Special Event application for the House of Harley 2025 Sale event, to be located at 6221 W. Layton Ave., on August 30, 2025 and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 19, 2025

RELATING TO:

Outdoor Special Event application for the House of Harley National Fall event, to be located at 6221 W. Layton Ave., on September 13, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Temporary Class “B” Retailer’s License (beer), and Food.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Saturday, September 13	9:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Saturday, 9/13, 8:00 a.m.

Breakdown: Saturday, 9/13, 5:00 p.m.

Live music 9:00 a.m. - 4:00 p.m. Alcohol sales 10 a.m. – 5 p.m.

Recommendation: Approve the Outdoor Special Event application for the House of Harley National Fall event, to be located at 6221 W. Layton Ave., on September 13, 2025 and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 19, 2025

RELATING TO:

Outdoor Special Event application for Bluemel's Fall Fest, to be located at Bluemel's Garden & Landscape, 4930 W. Loomis Rd., on Saturday, September 20, 2025.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Dates</u>	<u>Start Time</u>	<u>Beer/ Band</u> <u>Finish</u>	<u>End Time</u>
Saturday, September 20	12:00pm	7:00pm	7:00pm

Set-up: 11:00am on September 20

Breakdown: 7:00pm on September 20

Live musicians will play throughout the entire event.

Recommendation: Approve an Outdoor Special Event application for Bluemel's Fall Fest, to be located at Bluemel's Garden & Landscape, 4930 W. Loomis Rd., on Saturday, September 20, 2025, and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 19, 2025

RELATING TO:

Outdoor Special Event application for the Milwaukee Angels Autumn Classic event, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), on September 20 - 21, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: OSE.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Setup Time</u>	<u>Start Time</u>	<u>End Time</u>	<u>Breakdown Time</u>
Friday, August 22	7:00 a.m.	8:00 a.m.	7:00 p.m.	8:00 p.m.
Sunday, September 21	7:00 a.m.	8:00 a.m.	7:00 p.m.	8:00 p.m.

Recommendation: Approve the Outdoor Special Event application for the Milwaukee Angels Autumn Classic event, to be located at 10777 W. Cold Spring Rd., on September 20 - 21, 2025 and all applicable licenses/permits.

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

AN ORDINANCE TO AMEND SUBSECTION 10.19(2)(b) OF THE CODE OF ORDINANCES FOR
THE CITY OF GREENFIELD PERTAINING TO DOGS IN PARKS

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

PART I. Subsection 10.19(2)(b) of the Code of Ordinances for the City of Greenfield be, and hereby is, amended as follows (new language underlined, current language being removed stricken):

10.19 – Restrictions on animals in parks.

.....
(2) *Dogs allowed in certain areas; conditions.*
.....

“(b) *Dogs not permitted.* No dogs, whether on a leash or not, shall be permitted at any time in picnic areas, children’s play areas (i.e. playgrounds, play equipment areas), or on athletic fields or sand volleyball courts. ~~or in the Farmer’s Market. No dogs shall be allowed in parks during the annual Dan Jansen Festival, Fourth of July events and concert in the park events, and other special events.~~ Dogs are allowed during City-sponsored events in parks, subject to the limitations of this section, and unless otherwise prohibited for a specific event by the Common Council.”

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

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published:



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: August 19, 2025

RELATING TO:

Discussion/decision regarding agreement with Klemme Floats LLC.

Due to overwhelming popularity the Cruisin' Santa program is returning again for 2025.

This year we are working to bring Santa and friends to each area Greenfield neighborhood over four evenings. Currently we are working on pre-determined routes running December 15th-18th.

Greenfield Police and Fire will escort the floats and will be trailed by an additional squad for the safety of all involved. Float will be stored inside at Fire Station #1 (Layton Ave).

Agreement allows for Klemme Floats to construct float, deliver and pick-up when our program is complete.

Thank you,
Scott Jaquish, Director
City of Greenfield Department of Parks and Recreation

ATTACHMENTS: KEY ISSUES ☐ BACKGROUND ☐ RESOLUTION ☐ FISCAL NOTE ☐
MOTION ☐ OTHER ☒

KLEMME FLOATS LLC

**2405 N 64TH ST.
WAUWATOSA, WI 53213
PHONE: (414) 453-1868**



202515

Float Contract

This contract made and entered this 14th day of August, 2025 by Klemme Floats LLC and City Of Greenfield.

Klemme Floats LLC will build 2 float(s) along the lines suggested by sketches and drawing or pictures shown here.

That said float is to be erected on or before Monday, December 15, 2025, and to be entered into the Greenfield Cruisin Santa parades.

Both sides of the float to have lettering furnished be Klemme Floats LLC as described on this contract. That all materials furnished for construction are to remain at all times the property of Klemme Floats LLC unless otherwise specified in this agreement.

City Of Greenfield shall be held responsible for any damages to said float(s). City Of Greenfield shall defend, indemnify and hold harmless Klemme Floats LLC, its employees, agents, successors and assigns against all claims, actions, proceedings, damages and liabilities, including actual attorney's fees, arising from or connected with its possession, use and return of the float(s) leased under this agreement, other than claims, actions, proceedings, damages and/or liabilities are caused by or arise out of, the negligence of Klemme Floats LLC or its officers, agents or employees. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the licensee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

City Of Greenfield shall name Klemme Floats LLC as an additional insured on its comprehensive general public liability insurance policy, or other similar policy, and such insurance coverage shall remain in force while the float(s) is being used by the City of Greenfield for the Cruisin Santa parades. On or before the date of delivery of the float(s), City Of Greenfield shall furnish Klemme Floats LLC with a certificate of insurance evidencing the above referenced insurance coverage.

Float(s) is/are to be returned to Klemme Floats LLC at the conclusion of the parade unless otherwise specified below

All floats require a 50% down payment on signing of this contract and the balance due the day of the parade. All checks are to be made payable to Klemme Floats LLC

Description: 2 - 16 foot Christmas Holiday floats.

1 – for Santa - same as past Deer & Sleigh

1 – TBD

Lettering: Signage provided by City of Greenfield

Dates running from 12/15 to 12/18.

Specific Instructions: Tow vehicles & storage supplied by renter. (Remove the ball from hitch we supply pin)

Price of Float: \$2,800.00

Down Payment Upon Signing: \$1,400.00

Balance Upon Delivery/Parade Day: \$1,400.00

By Mark Klemme of Klemme Floats LLC

By _____ of City Of Greenfield

Please sign and return 1 copy with down payment



Employee Wellness Program

FAQ'S

Why should my company participate in Market Perks?

Market Perks (MP) helps you treat your employees to all the benefits local farmers markets offer. From fresh produce to community activities, our markets host many health benefits each week.

What does it cost?

Employers pay only for the value of the vouchers that are redeemed, if not used, there is no cost.

A small additional cost will cover the launch expenses. This will encompass operational and accounting set up costs as well as design, printing and delivery of promotional vouchers. The Village of Brown Deer is our fiscal agent.

How does billing work?

Your company logo will be printed on each voucher, along with numbers for tracking and markets will track the vouchers. Market Perks can accommodate whatever billing/payment schedule fits your needs.

Orders over \$5,000 in vouchers will require an advance payment. For smaller orders, we can invoice employers a few times per season.

Where do the Market Perks vouchers come from?

The vouchers are printed by a Milwaukee printer that will ship directly to your office. If your company has in-house printing capabilities and would rather print its own vouchers, we are glad to discuss that option.

What value do the vouchers have?

The vouchers come in \$5 denominations, have no cash value, and are only valid at the Southeast Wisconsin Farmers Market Collaborative markets (see map).

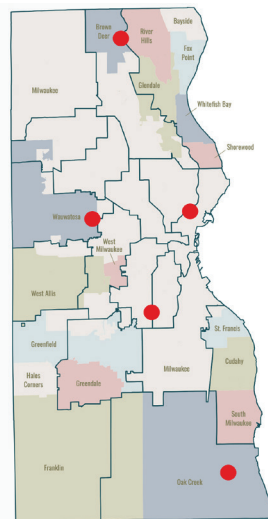
Where can the vouchers be spent?

Vouchers can be spent directly with farmers and food producers. Vouchers will follow the same rules as our current 'Food Share' system in Wisconsin.

How does my company get started?

Simply email us. Once we familiarize you with the program and answer any questions you might have, we'll have you fill out an enrollment form. Once enrolled, we can design a timeline that fits your plans.

From \$5 to \$200 every dollar spent on your employee is an investment in their health.



Markets are located throughout Milwaukee County, and are different days/hours of the week.



Simple investment with HUGE returns

Employees won't just be eating healthier, your company will be associated with these added benefits too:

Support of Local Farmers and Economy

Your company will be supporting the people who grow the food, helping small farms and local businesses thrive.

Environmentally friendly

Local food means fewer food miles (less transportation), which reduces carbon emissions, and many vendors use sustainable, low-impact farming practices.

Community

Farmers markets are lively walkable spaces where you can enjoy the outdoors, get your steps in, listen to live music and connect with your community.

Healthier Choices for employees and their families

Surrounded by fresh produce and wholesome foods, employees are more likely to make nutritious choices. Eating healthy = fewer sick days!

EMAIL: SEWIFarmersMarketCollaborative@gmail.com

This program is designed by the Farmers Market Managers of the Southeast Wisconsin Farmers Market Collaborative. Its ideas are based on a successful program in Maine.



How it Works

Your Organization Joins the Market Perks Wellness Program

Market Perks is an easy addition to an existing wellness program or a simple way to kick one off.

You provide Market Perk Vouchers To Your Employees

Vouchers are printed in \$5 denominations featuring your logo, and are good for the 2025 market season.

Your Employees Spend Vouchers at Local Markets

Your employees spend vouchers at any participating market like cash. You only pay for vouchers that are redeemed.

Every Dollar Spent Makes an Impact

Every dollar spent supports your employees food budget, wellness, local farms, and a thriving farmers' market community.

Best investment for your staff and their families, with tractable results.



Market Perks

Located all over Milwaukee County!

2025 PARTICIPATING MARKETS

Brown Deer Farmers Market

4920 W Green Brook Dr. • Wednesdays, 10-3pm

Jackson Park Farmers Market

3500 W Forest Home Ave • Thursdays 3-6:30pm

Riverwest Farmers Market

2700 N Pierce Street • Sundays, 10-2pm

Tosa Farmers Market

7720 Harwood Ave • Saturdays, 8am-12pm

Greenfield Farmers Market

Winter:

Oak Creek Winter Farmers Market

Oak Creek Community Center • Saturdays 9am-1pm



Market Perks



Employee Wellness and Rewards Program





Market Perks

This program is designed by the Farmers Market Managers of the Southeast Wisconsin Farmers Market Collaborative. Village of Brown Deer financial agent.



for more info



2025 PARTICIPATING MARKETS
Brown Deer Farmers Market
Wednesdays, 10 - 3pm
Jackson Park Farmers Market
Thursdays 3 - 6:30pm
Riverwest Farmers Market
Sundays, 10am - 2pm
Tosa Farmers Market
Saturdays, 8am - 12pm
Greenfield Farmers Market

Winter:
Oak Creek Winter Farmers Market
Nov-April Saturdays 9am - 1pm

SEWIFarmersMarketCollaborative@gmail.com

Employee Wellness and Rewards Program



BENEFITS TO EMPLOYEES

Access to Fresh, Local Produce:

Farmers' markets provide employees with access to fresh, nutritious foods that may not always be available in grocery stores.

Supporting Local Communities:

By encouraging employees to shop at farmers' markets, the company is promoting support for local farmers and sustainable agriculture.

Learning Opportunities:

Employees can learn about seasonal eating, new foods, and cooking tips directly from local vendors, which can empower them to make better dietary choices.

BENEFITS TO THE BUSINESS

Promotes a Healthy Workforce:

Encouraging fresh and nutritious eating can lead to better overall health and fewer sick days.

Increased Employee Engagement:

Integrating local, community-focused initiatives like farmers' market visits can create a sense of pride and engagement among employees, as they feel part of a company that cares about their well-being and the community.

Enhances Company Reputation:

Businesses that support local farmers' markets and promote sustainable, healthy eating can enhance their reputation as a responsible employer that cares about both its people and the environment.

Farmers' markets are vital economic and social hubs in Wisconsin. In addition to feeding dollars back into local agriculture, shoppers tend to support other nearby businesses while visiting a farmers' market. These participating markets have foodshare programs that help low-income families access healthy food.

By integrating farmers' market visits into the company's wellness program, businesses can foster a culture of healthy living, boost employee morale, and strengthen connections within the community.

This program is designed by the Farmers Market Managers of the Southeast Wisconsin Farmers Market Collaborative. Village of Brown Deer financial agent.

SEWIFarmersMarketCollaborative@gmail.com



How it Works



Employers give their employees Market Perk Gift Certificates to spend at Farmers Markets and only pay for those actually redeemed at markets.

As it Grows



Data on employee participation and wellness. Grow network of businesses.

Healthy and happy staff. More people take advantage of free food.

Sales and support to local farmers and small businesses. Thousands of potential new shoppers.

“MARKET PERKS” PARTICIPATION AGREEMENT

This Agreement is between the Brown Deer Farmers Market, Jackson Park Farmers Market, Oak Creek Winter Market, Riverwest Farmers Market, Tosa Farmers Market, and Greenfield Farmers Market (“Farmers Markets” or “Markets”) and **(INSERT NAME OF PARTICIPATING BUSINESS HERE)** (“Participant”), for participation in the 2025 “Market Perks” farmers market program.

Whereas, the above-mentioned Farmers Markets host gathering places in their respective communities for the public at which local vendors can sell fruit, vegetables, and other foodstuff/wares, and where entertainment and other social opportunities are offered free to the public, and;

Whereas, these gathering places exist for the purpose of enhancing general wellness and promoting healthy eating, promoting local businesses, and providing a safe and welcoming social gathering place for the community; and

Whereas, the organizations operating the Brown Deer Farmer’s Market, Jackson Park Farmers Market, Oak Creek Winter Market, Riverwest Farmers Market, Tosa Farmers Market, and Greenfield Farmer Markets have jointly decided to offer a program called “Market Perks,” wherein they partner with local businesses to offer vouchers that can be used by employees to spend at any of the above referenced markets; and

Whereas, the Participant wishes to purchase said vouchers and make them available to their employees, in order to encourage health and well-being of its employees; and

Whereas, the Participant will purchase “vouchers” created by the Markets that are in two dollar increments, that can be redeemed at any of the Markets identified herein, at which time the Markets will bill back the redeemed vouchers, plus a 10% administrative fee; and

Whereas, Participant will also pay for initial printing of the vouchers, plus the 10% administrative fee; and

Whereas, the Market Perks program is intended to extend through the 2025 calendar year;

Therefore, Based on the foregoing, it is hereby agreed by and between the Markets and Participant as follows:

The Markets shall, through their Fiscal Agent, the Village of Brown Deer, Wisconsin, perform the following tasks:

- Facilitate creating and printing the number of vouchers (which will be in five-dollar increments) Participant decides to purchase for participation in the “Market Perks” program that shall run through the 2025 calendar year. Each voucher will be the equivalent of \$5.00 of U.S. Currency, to be spent exclusively at any of the participating Farmers Markets. Vouchers have no other value. Vouchers expire either on December 31, 2025, or the last date the individual Markets close for the season. Participant should note that some of the Markets close earlier in the calendar year than others, and that individual Market dates may also be weather dependent.
- If the initial printing involves \$5,000 worth of vouchers or greater, Participant will be billed for this cost prior to printing. For printings involving less than \$5,000, the amount will be

“MARKET PERKS” PARTICIPATION AGREEMENT

invoiced at a later date. All such printing costs charged to Participant shall include a 10% administrative fee.

- Record and track the spent vouchers and provide such data to the Participant.
- Periodically invoice the Participant for the cost of redeemed vouchers in the Market Perks program, plus a 10% administrative fee on the redeemed amounts. Billing will be at the discretion of the Village of Brown Deer Finance Director, but it is generally anticipated that one invoice will be sent out mid-summer, another at the end of the traditional fall season when some of the farmers markets end, and another after the end of the calendar year, since some of the Markets extend into winter.
- Follow generally accepted accounting practices in administering the Market Perks program.
- At the completion of the 2025 Market season, Participant will not be billed for any unused vouchers.
- Promote the individual Markets and highlight Participants participation in the Market Perks program through advertising and social media.

Participant shall perform the following tasks:

- Advise the Markets of the value of the total vouchers it decides to purchase for the program.
- Pay for actual printing costs of the vouchers, plus a 10% administrative fee.
- When invoiced, pay for the redeemed Market Perks vouchers at the various Markets, plus a 10% administrative fee.
- Promote the Market and Market perks program to its participating employees.

Duration:

- The Market Perks program shall run through December 31, 2025, or the last date the individual Markets close for the season, subject to final billing as described in the following bullet point. Market Perks vouchers for the individual Markets expire on those dates. No vouchers carry over to 2026. Participant should note that some of the Markets close earlier in the calendar year than others, and that individual Market dates may also be weather dependent.
- Final calculation of redeemed vouchers will occur after December 31, 2025. Once the final voucher redemptions are counted and any remaining amounts owed by Participant are invoiced, Participant shall be billed for and pay that remaining amount.

Wisconsin law:

- This Agreement shall be governed and construed with the laws of the State of Wisconsin.

Liability:

"MARKET PERKS" PARTICIPATION AGREEMENT

- Each party shall hold the other harmless from any and all claims stemming from the operation of the Market Perks program, including liability stemming from use of the vouchers described herein. The Markets maintains and preserves any and all immunities or limitations to liability as may be contained within Wisconsin Statutes §893.80 or other applicable law.

Complete Agreement:

- This Agreement represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

Endorsement:

- By endorsing this Agreement both parties agree that each has the authority to bind to the terms of this Contract.

By: _____ DATE: _____
Authorized Representative of the Farmers/Winter Market
(NOTE WHICH MARKET HERE)

"MARKET PERKS" PARTICIPATION AGREEMENT

By: _____

DATE: _____

Authorized Representative of Participant
Print Name of Company/Entity Below:

MEMORANDUM OF UNDERSTANDING

between

VILLAGE OF BROWN DEER, BROWN DEER FARMERS MARKET, JACKSON PARK FARMERS MARKET, OAK CREEK WINTER MARKET, RIVERWEST FARMERS MARKET, GREENFIELD FARMERS MARKET, AND TOSA FARMERS MARKET

for

Fiscal Agent Services To Be Provided By The Village of Brown Deer to Administer The Joint “Market Perks” Program Being Offered by These Farmers Markets

This Memorandum of Understanding (MOU) is entered into between the Village of Brown Deer (Brown Deer), Brown Deer Farmers Market, Jackson Park Farmers Market, Oak Creek Winter Market, Riverwest Farmers Market, Greenfield Farmers Market, and Tosa Farmers Market, (“Farmers Markets” or “Markets”) for the purpose of having the Village of Brown Deer act as the Fiscal Agent to specifically administer the “Market Perks” Program for these Farmers Markets.

The Parties agree as follows:

- The organizations operating the Brown Deer Farmer’s Market, Jackson Park Farmers Market, Oak Creek Winter Market, Riverwest Farmers Market, Greenfield Farmers Market, and Tosa Farmers Markets have jointly decided to offer a program called “Market Perks,” wherein they partner with local businesses to offer vouchers that can be used by employees to spend at any of the above referenced markets;
- The purpose of the Market Perks program is to enhance wellness and healthy eating, to promote local businesses participating in Farmers Markets, and promote and raise awareness of the local participant Markets;
- Rather than requiring businesses that participate in the Market Perks program to prepay for all vouchers, they will be invoiced after the vouchers have been redeemed. Additionally, participating companies will be asked to pay for creating/printing the vouchers, as well as a 10% administration fee on printing costs and the value of all redeemed vouchers;
- The participating Farmers Markets wish to have the Village of Brown Deer act as their collective fiscal agent to administer the Market Perks program;
- The responsibilities of the Fiscal Agent shall be as follows:
 - Work with a printer to order the appropriate number of vouchers (which will be in five-dollar increments) for each business participating in the “Market Perks” program;
 - Record and track the number of redeemed vouchers received from the Farmers Markets;
 - Periodically bill the businesses participating in the Market Perks program for the cost of redeemed vouchers, plus a 10% administrative fee. Billing will be at the discretion of the Village of Brown Deer Finance Director, but it is generally

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT “MARKET PERKS” PROGRAM**

anticipated that one invoice will be sent out mid-summer, another at the end of the traditional fall season when some of the farmers markets end, and another after the end of the calendar year, since some of the Markets extend into winter. Any business that orders \$5,000 or more worth of vouchers will be billed immediately for the printing costs and administrative fee associated therewith;

- Coordinate collection of said invoices on behalf of the Farmers Markets;
 - Share participation data with the various Farmers Markets upon reasonable request;
 - Follow generally accepted accounting practices in administering the Market Perks program.
- The responsibilities of the Farmers Markets shall be as follows:
 - Promote and solicit participation in the Market Perks program;
 - Act as a liaison between the Market and the participating businesses in their geographic area;
 - Coordinate and assist the Village of Brown Deer in sharing information with and collecting information from participating businesses in relation to initial printing and redemption of vouchers as needed;
 - The Farmers Markets expressly acknowledge that the 10% “administrative fee” will be retained by the Village of Brown Deer, to cover its administrative costs of acting as fiscal agent as described herein, to be spent at the discretion of the Village, and that this 10% is good and valuable consideration for the services being provided by the Village. The Farmers Markets hereby formally waive any right to the 10% administrative fee.
 - Based on the terms and conditions enumerated herein, the Farmers Markets expressly authorize the Village of Brown Deer to serve as the fiscal agent to administer the Market Perks program immediately upon execution of this document;
 - The initial term of the MOU shall begin immediately and run through final collection of all redeemed vouchers for the 2025 calendar year. The Parties agree that this Memorandum of Understanding shall continue in the same manner for the 2026 calendar year unless any party opts out for 2026 on or before December 1, 2025. This Memorandum of Understanding shall also terminate with respect to any individual Market if and when the Market withdraws from the Market Perks program, whenever that might occur. However, if a Market withdraws, the 10% administrative fee will still be collected, and the Village shall continue as the fiscal agent until such time as any outstanding vouchers have been redeemed or expired.

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT “MARKET PERKS” PROGRAM**

By: _____ DATE: _____
Village of Brown Deer

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT "MARKET PERKS" PROGRAM**

By: _____ DATE: _____
Authorized representative of
Brown Deer Farmers Market

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT "MARKET PERKS" PROGRAM**

By: _____ DATE: _____
Authorized representative of
Jackson Park Farmers Market

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT "MARKET PERKS" PROGRAM**

By: _____ DATE: _____
Authorized representative of
Oak Creek Farmers Market

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT “MARKET PERKS” PROGRAM**

By: _____ DATE: _____
Authorized representative of
Riverwest Farmers Market

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT “MARKET PERKS” PROGRAM**

By: _____ DATE: _____
Authorized representative
Tosa (Wauwatosa) Farmers Market

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF JOINT "MARKET PERKS" PROGRAM**

By: _____ DATE: _____
Authorized representative
Greenfield Farmers Market



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: August 19, 2025

RELATING TO:

Discussion/decision regarding agreement with Village of Brown Deer to participate in the Market Perks program.

Market Perks is a new program where local businesses can purchase \$5 farmers market vouchers to give to their employees, which can be used like cash at participating markets (Brown Deer, Greenfield, Jackson Park, Oak Creek Winter Market, Riverwest, and Tosa). This can be used as a bonus for employees, part of a health/wellness program, or any type of reward program of their choosing. Businesses of all sizes are eligible and there's no risk. They only pay for the vouchers that are redeemed at a participating farmers market. The vouchers can be used to buy fresh fruits and vegetables, meats, honey, cheeses and baked goods. Similar to the Market Match program, which is going away at the end of the year. Ready-made foods and makers market products are not eligible.

Area markets are looking for a way to supplement the loss of Market Match for our vendors. The Market Perks program is just another way to support local farmers and small businesses while putting fresh, local food into the hands of more Milwaukee residents. Providing this program means more customers for vendors, more dollars staying in the local economy, and more access to healthy, fresh food for families.

Thank you,
Scott Jaquish, Director
City of Greenfield Department of Parks and Recreation

ATTACHMENTS: KEY ISSUES ☐ BACKGROUND ☐ RESOLUTION ☐ FISCAL NOTE ☐
MOTION ☐ OTHER ☒



Common Council

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 19, 2025

RELATING TO:

Approve a license agreement with We Energies for the Powerline Trail Phase 3.

SUMMARY:

We Energies has agreed to permit the City of Greenfield to build and maintain the Powerline Trail Phase 3 multi-use trail including a pedestrian bridge over the Root River on lands it owns. The trail will be from W. Edgerton Avenue to S. Root River Parkway.

A license agreement between the City and We Energies defines the terms and conditions.

FINANCIAL:

The City of Greenfield agrees to mow the grass within the corridor.

RECOMMENDATION:

Approve a license agreement with We Energies for the Powerline Trail Phase 3.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into this ____ day of August, 2025, (the "Effective Date"), by and between **Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies**, hereinafter referred to as "Licensor", and **City of Greenfield**, a municipal corporation, hereinafter referred to as "Licensee". Licensor and Licensee are individually sometimes referred to as a "Party," and collectively as the "Parties."

WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants to Licensee a non-exclusive license and permission to develop, at Licensee's sole cost and expense, and use that portion of Licensor's real property that is described on Exhibit A attached hereto and made a part hereof (the "Premises") as a recreation trail, and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized (except as set forth in Section 7) recreational uses (the "Trail") 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).

The License and permission herein granted is subject to the following conditions:

1. **Term:** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial a period of and twenty (20) years (the "Initial Term"), and thereafter shall continue on a year-to-year basis, subject to termination as hereinafter provided.
2. **Termination:** Upon the expiration of the Initial Term, this Agreement may be terminated at any time by either Party hereto by providing at least one hundred eighty (180) days prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, (a) should Licensor require exclusive use of any part of property, including the Premises, for its purposes, or (b) should Licensee be in default under any of the covenants, terms or conditions of this Agreement, then Licensor may, upon written notice to Licensee, terminate the Agreement, in whole or in part on such part or parts of the Premises it requires, and Licensee shall, not later than ninety (90) days after receiving notice of such termination, at its sole cost and expense, remove the Trail from the Premises.
3. **Commencement of Construction:** Licensee shall have one (1) full year, beginning at the Effective Date of this Agreement, to begin construction of the Trail and one (1) full year after the start of construction to complete construction of the Trail, as permitted herein. If Licensee fails to begin construction of the Trail within one (1) year after the Effective Date, or to complete construction of the Trail within one (1) year after commencement of such construction, this Agreement shall terminate immediately without notice from Licensor and Licensee shall, not later than ninety (90) days after such termination, at its sole cost and expense, remove the Trail from the Premises.
4. **Base Rent:** During the Initial Term and extensions thereto, no Base Rent shall be due.
5. **Assignment:** Licensee shall not assign this Agreement nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this Agreement unless otherwise approved by Licensor in writing.
6. **Acceptance of Premises:** Licensee acknowledges and agrees that the Premises are being made available pursuant to the license set forth herein 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 Premises, any other property of Licensor or anything thereon or therein. Licensee has examined the Premises described hereinabove and acknowledges 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 Premises have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or any of its invitees or users of the Premises, whether authorized to use the Premises or not.

7. **Permitted and Prohibited Uses:** The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing the Trail, for hiking, biking, cross-country skiing and other similar non-motorized recreational uses and for no other purpose whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on the Premises at any time without the specific written approval of Licensor. Furthermore, Licensee agrees 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 Premises. However, Licensee shall be permitted to use motorized vehicles for the patrol and/or maintenance of the Trail and the Premises, and electric bicycles shall be permitted on the Trail subject to any speed limits that are established by Licensor from time to time. Licensee also agrees that no horses will be used or permitted on the Premises. Licensee agrees 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 (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on or about the Premises.
8. **Signage:** Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently if requested by Licensor. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section 7 hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Premises.
9. **Zoning and Permits:** Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This Agreement is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, copies of the final permits must be provided to Licensor prior to the commencement of any work on the Premises by Licensee, and allowing reasonable time for Licensor to review the permits.

Without limiting the generality of the foregoing, Licensee agrees that no temporary or permanent construction may occur in any wetlands except as approved under this paragraph. If any work is proposed within wetlands, Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE"). Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits.

10. **Governmental Jurisdiction:** Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of the City of Greenfield, Milwaukee County, State of

Wisconsin and all other governmental bodies having jurisdiction over the operation of Licensee or Licensors' business or occupation of the Premises.

11. **Construction and Other Liens:** Licensee 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 Licensors in the Premises, for any claim in favor of any person dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs. Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises by or at Licensee's direction on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold Licensors harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the license interest granted hereunder or against the right, title and interest of Licensors in the Premises or any other property of Licensors, or under the terms of this Agreement. Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensors' or its mortgagee's interest in the Premises to be placed upon the Premises or any other property of Licensors arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay the same. Licensee shall promptly provide Licensors with lien waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensors to Licensee and Licensee has not posted with Licensors a bond, reasonably satisfactory to Licensors, in the amount of at least 125% thereof, Licensors shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be reimbursed by Licensee to Licensors immediately on presentation of a bill therefor.
12. **Diggers Hotline:** Licensee 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 Premises, in order to determine the location of electric, telephone, water, communication, natural gas and other facilities within the Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.
13. **Plan Review and Approval:** Licensee shall submit to Licensors and to ATC for its review and written approval, detailed site plans and construction drawings (hereinafter "Plans") showing the proposed location of the Trail with respect to the Premises and any utility facilities that might be affected by the Trail, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. If Licensee intends to use any fill on the Premises, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensors for the presence of Hazardous Material as defined in Section 23 below. Licensee 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 plans for, the Premises without first submitting plans and specifications to Licensors and receiving Licensors' approval thereof.
14. **Height Restrictions:** Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Premises or Licensors' adjacent land having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensors and/or ATC as their respective interests lie.
15. **Runoff Control:** Licensee and its contractors shall follow best management practices to prevent or control site runoff and erosion in accordance with the WDNR publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of Licensee and its contractors

to determine if and when a permit is required to discharge storm water associated with a construction activity, as per Wisconsin Administrative Code Section NR 216, or subsequent statute, law, ordinance, act, rule or regulation. Following the completion of Licensee's work, all adjoining areas shall be restored.

16. **Drainage and Grade Changes:** Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor, except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Premises or Licensor's adjacent lands, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee 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. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced; they cannot be removed, filled or otherwise blocked.
17. **Maintenance and Landscaping:** Licensee shall, at its sole cost and expense, keep the Premises routinely mowed and free of weeds, and shall trim and/or cut down any trees and shrubs 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 Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, 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. Licensee shall not plant any trees or shrubs on the Premises without the express written permission of Licensor. Licensee agrees to keep the Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted to, or upon request of Licensor shall, place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis by Licensee, prior to overflowing or creating a nuisance.
18. **Work Standards:** During construction, use of and repairs or maintenance to the Premises pursuant to this Agreement, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees 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 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 on the Premises shall be performed in such a manner as not to interfere with the use of Licensor's lands for 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.
19. **Damage to Facilities:** Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Premises by Licensee, or its employees, agents, contractors, customers or invitees. In the event the Premises 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 Licensee's construction, installation, operation, maintenance, repairs or removal activity on the Premises, or the use of the Premises by Licensee or any of its employees, agents, contractors, customers or invitees, the repair of such damage shall be completed by or at the direction of Licensor and Licensee shall reimburse Licensor for the cost thereof upon presentation of a bill therefor.

20. **Movement of Licensor Facilities:** In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of the Premises and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC and/or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof; provided, however, that Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith.
21. **Proximity to Gas & Electric Facilities:** Any work done by Licensee on the Premises shall be performed in such a manner as not to interfere with the use of the Licensor's lands for electric line, both overhead and underground, or gas lines, and related and unrelated facilities, which presently exist or might be installed at a future date. In the use of the Premises, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the electric or gas facilities being placed in violation of any applicable law or regulation. In the event the electric or gas facilities are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs or removal activity on the Premises, or the use of the Premises by Licensee or any of its employees, agents, contractors, customers or invitees, any repairs shall be completed by or at the direction of Licensor and paid by the Licensee upon presentation of a bill therefor.
22. **Solid Waste:** Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not 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 Premises or elsewhere.
23. **Environmental.** See Exhibit "C"
24. **Notification:** Licensee agree to contact John Harvie 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 project herein permitted.
 - b) Within seven (7) calendar days after the termination of the License herein permitted 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 accepted this License 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 date hereof.
25. **Insurance:** Licensee shall carry one million dollars (\$1,000,000) per occurrence (or such higher limit as Licensor may request from time to time) 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 License. A current certificate of such insurance must be furnished at the time this Agreement is executed by Licensor. A certificate of insurance must be furnished before this License will be renewed. Prior to construction of any alterations or improvements on the Premises, Licensee's, contractors and subcontractors shall also provide to Licensor proof of insurance.

26. **Waiver of Liability:** Anything in this Agreement to the contrary notwithstanding, Licensor shall not be liable to Licensee or anyone claiming under Licensee for any loss or damage to property or injury to or death of persons occurring on the Premises or Licensor's adjacent lands or in any manner growing out of or in connection with Licensee's use and occupancy of the Premises or the condition thereof. Licensee hereby waives all right of recovery against Licensor, its agents, employees, assignees and invitees for any such loss, damage, injury or death.
27. **Indemnification of Licensor:** To the extent not prohibited by law, Licensee agrees to indemnify, defend and hold harmless Licensor and the Indemnified Parties from and against all claims, demands, suits, causes of action, losses, costs (including reasonable attorneys' fees and expenses) and damages (collectively "Licensor's Losses") incurred by Licensor 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. 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 Licensor's Losses or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Licensee shall not be required to indemnify Licensor to the extent the indemnified claim or Licensor's Losses are a result of (i) the negligence or willful misconduct of Licensor; or (ii) Licensor's failure to comply with this Agreement or any applicable laws or regulations of any government body that concern this Agreement or Premises. Without limiting the generalities of the foregoing, Licensor shall not be liable for any damages to any property or business operation, or injuries to any person or persons on or about said Premises due to any cause whatsoever. Nothing herein shall be construed as a waiver, vis a vis any 3rd party, of any defense or immunity otherwise available to Licensee and/or Licensor with respect to any 3rd party claim, including, without limitation, any and all defenses of governmental and/or recreational immunity under applicable state statutes.
28. **Safety and Protection:** Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. Licensee agrees to maintain the same in good condition, repair and appearance at all times. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Premises and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Premises or Licensor's adjacent land or facilities.
29. **Galvanic/Stray Current/Grounding:** Licensee agrees to release Licensor 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 Premises. Further, Licensee agrees to assume all costs for electrolysis protection. All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor.
30. **Removal of Improvements:** Licensee 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 its improvements including Trail surfaces and drainage structures from the Premises. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.

31. **Restoration:** Licensee agrees to restore or cause to restore the Premises and Licensors adjacent lands to the condition existing prior to any disturbance to such lands and Premises. Licensee further agrees that upon the earlier termination or expiration of this Agreement by either Party, the Premises (and, if applicable, Licensors adjacent lands) shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of the Premises. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, 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.
32. **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
33. **Taxes:** During the Term, Licensee shall be responsible for all taxes on the Premises, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensors income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensors shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Premises (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee. Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensors in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensors is ultimately successful. If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Licensors under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensors hereunder shall be reimbursable to Licensors by Licensee as additional rent.
34. **Breach of License:** In the event Licensee shall breach or violate any of the terms, conditions or provisions of this Agreement, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensors or Licensee, Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensors, without liability to Licensee and without notice or demand, and in addition to all other rights and remedies available at law or in equity, to declare this Agreement terminated and to re-enter the Premises either with or without process of law and to expel, remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Premises again as before the grant of license under this Agreement without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensors shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensors

for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensor prevails.

35. **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 Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order to verify Licensee's compliance with the Lease terms, iii) for access to Licensor's lands including the Premises, 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 Premises without liability to Licensee, 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 Premises 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 hereby agrees to vacate as much of the Premises 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 reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.

36. **Paramount Rights:** The rights of Licensor and ATC to utilize the Premises and Licensor's adjacent lands in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensor from granting rights to other parties or persons in, upon or under the Premises and/or Licensor's adjacent lands, 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.
37. **Fees and Charges:** As a condition of this Agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensor, which consent shall not be unreasonably withheld.
38. **Alcoholic Beverages Prohibited:** Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Premises or Licensor's adjacent lands.
39. **Police Protection:** Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.

40. **Notices:** All notices and other communications provided for in this Option shall be in writing and sent by e-mail (with a copy by regular mail), sent by reputable overnight courier for next day delivery, or sent by certified mail, or delivered by hand, to each party at the following addresses:

If to Licensee: **City of Greenfield**
Address: 7325 W. Forest Home Ave
City, State Zip: Greenfield, WI 53220
Attn: City Clerk
Phone: (414) 329-5219
Email: clerkdept@greenfieldwi.us

If to Licenser: **Wisconsin Electric Power Company**
231 West Michigan Street, P277
Milwaukee, Wisconsin 53203
Attn: Manager of Property Management
(414) 221-2713
real-estate@wecenergygroup.com

41. **Waiver of Terms and Conditions:** Failure of Licenser or Licensee 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.
42. **Costs and Attorney Fees:** Licensee 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 or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
43. **No Joint Venture:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licenser and Licensee, to make them joint ventures, nor to make Licenser in any way responsible for the debts or losses of Licensee.
44. **Obligations Survive:** All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Premises and Licenser's adjacent lands.
45. **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.
46. **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 nor in any way affect this Agreement.
47. **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.

48. **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.
49. **Acceptance:** Licensee 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.
50. **Additional Provisions & Requirements:** See Exhibit B

[SIGNATURE PAGE 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 or by facsimile as if the original had been received. [Signature information below]

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

Licensee:

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)

Licensor:

Wisconsin Electric Power Licensor, a Wisconsin corporation, doing business as We Energies
By: WEC Business Services LLC, Its Affiliate and Agent

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

EXHIBIT A

Description of the Premises

Licensor's real property located between W. Edgerton Avenue and S. Root River Parkway as shown below.

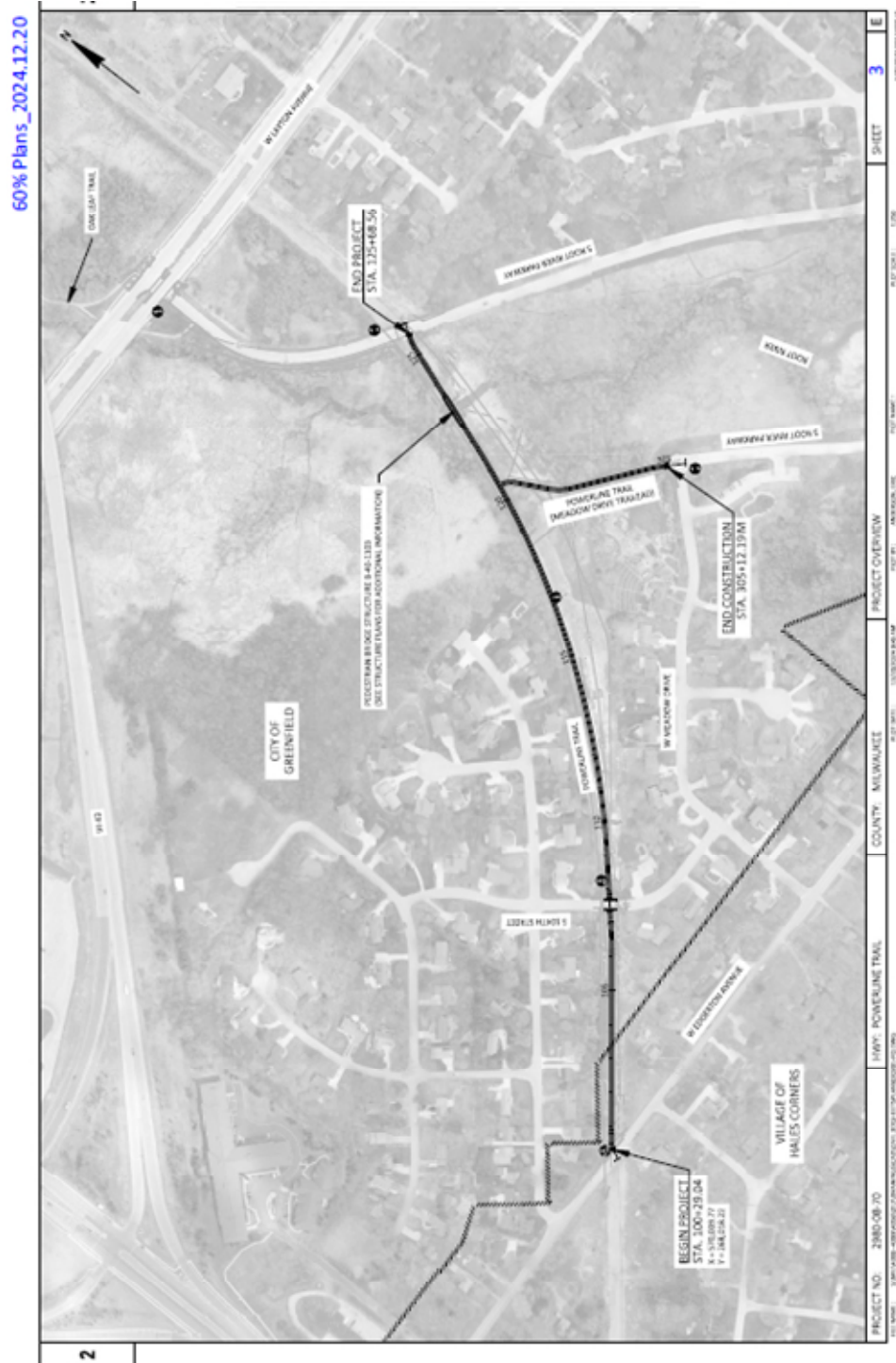


EXHIBIT B

Additional Provisions & Requirements

1. Gas

- a. Licensee will be responsible for determining exact location of utilities in the field and any protection needed.
- b. **At least 21 days prior to start of construction**, Licensee shall provide a list of vehicles and equipment to be used and may plan to drive over Licensor's transmission main along the Premises. Contact Andrew Witkowiak, We Energies Managing Engineer, at (414-221-2088) or Andrew.Witkowiak@we-energies.com
- c. **Heavy earth moving equipment may not be routed across the gas main location(s) without approval by Licensor.** Load bearing protection such as temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods are to be used in the event of equipment crossings outside of an existing road right of way or wherever deemed necessary at locations specified by Licensor. These crossings shall be perpendicular to Licensor pipeline(s).
- d. Trail entrance signage and associated footings may not be placed over existing gas facilities. Contact Licensor with any conflicts.
- e. Licensee shall contact Licensor for review and approval in the event that the new trail path shifts location in order to be farther from any ATC towers.
- f. Any change to the 90% plans that were reviewed will require further review, contact Licensor with any change.
- g. Licensee shall pothole Licensor gas facilities to confirm that a minimum of 36 inches of cover is maintained.

2. Environmental

- a. Licensee shall provide approved wetland and waterway disturbance permits from WDNR and USACE once obtained.
- b. Licensee shall provide WDNR NR216 document once obtained.
- c. Imported fill is to be normal and clean, and will meet WisDOT standard specifications.
- d. If Licensee determines that soils below ATC towers will be disturbed, Licensee shall contact Marita Stollenwerk for review and approval prior to commencing any disturbance. Contact Marita Stollenwerk at (414) 221-4172 or Marita.Stollenwerk@wecenergygroup.com.

3. Gate Removal

- a. **21 days prior to the start of construction, Licensee shall notify John Harvie at (414) 333-5678 or such other person or phone number for gate and concrete base removal.**
- b. **Licensee will install "Trail Closed" signs on Type 3 barricades at all road crossings at the start of construction.**

EXHIBIT "C"

Environmental Rider

1. Definitions:

- 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 Premises or any part thereof (including, without limitation, the soil, surface water, 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 environmental, 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 other, the broader definition shall apply.
2. Licensee shall not use in any way, or permit or suffer the use of, the Premises 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.
 3. Licensee shall give Licensor immediate verbal and follow-up written notice of any of the following with respect to the Premises, whether actual or threatened, of which Licensee 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 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 Premises, except to the extent expressly required by Environmental Laws. Licensee 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 regarding such communications.

4. Licensee 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 with respect to the Premises arising out of any act or omission of Licensee or any of Licensee's contractors, subcontractors, agents, employees, and/or guests. Notwithstanding the foregoing, Licensee 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.
5. Notwithstanding anything the contrary set forth herein, LICENSEE SHALL NOT CONDUCT ANY INVASIVE ENVIRONMENTAL OR OTHER STUDIES WITH RESPECT TO CONDITIONS AT THE PREMISES 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 SHALL, SOLELY IF EXPRESSLY REQUESTED BY LICENSOR, PROVIDE TO LICENSOR (AT LICENSEE'S SOLE COST AND EXPENSE) ALL SAMPLING RESULTS, DATA, REPORTS, AND OTHER INFORMATION RESULTING FROM ANY SUCH STUDIES.
6. Without limiting the foregoing, if Licensee encounters contamination at, on, under, or about the Premises, Licensee 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 hazard of a hazardous materials caused by the Licensee or contractors employed on behalf of the Licensee, please contact Erin Ganzenmuller immediately at (414) 221-4045.
7. Licensee shall not permit any liens to attach to the Premises or any part thereof by reason of the exercise by Licensee of its rights hereunder.



Common Council

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 19, 2025

RELATING TO:

Approve an agreement with Cobalt 92, LLC and RJ 92, LLC for the assignment of a drainage easement and related rights, title and interest to the City.

SUMMARY:

Cobalt 92, LLC and RJ 92, LLC had acquired a drainage easement from an adjacent landowner for the installation of sanitary sewer across the adjacent landowner's property for the 'Signature' development. Since the City is now bidding and constructing said sanitary sewer, the City needs Cobalt 92, LLC and RJ 92, LLC need to convey the drainage easement rights, title and interest they acquired with the drainage easement over to the City.

FINANCIAL:

There is no cost.

RECOMMENDATION:

Approve an agreement with Cobalt 92, LLC and RJ 92, LLC for the Assignment of a drainage easement and related easement rights to the City.

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

**ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement, made and effective as of the date last executed by any party below (the "Effective Date"), by and between **COBALT 92, LLC**, a Wisconsin limited liability company and **RJ 92, LLC**, a Wisconsin limited liability company (collectively, the "Assignor"), and the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, (the "Assignee") and

WHEREAS, Assignor made and entered into an Easement Agreement dated July 28, 2023, which was recorded with the Register of Deeds for Milwaukee County on July 31, 2023 as Document Number 11355324 (the "Easement") for the purpose of securing a temporary easement for the purpose of grading. A recorded copy of the Easement, including legal descriptions of the subject parcels, is attached as Exhibit A hereto.

WHEREAS, CITY at its _____, 2025 Common Council meeting has approved this Assignment and Assumption Agreement and authorized the same, since CITY will now be doing the grading work contemplated by the Easement.

NOW, THEREFORE, for and in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in the Easement.
2. Assumption. Assignee hereby assumes all right, title, and interest so assigned and agrees to perform and fulfill all of Assignor's covenants and obligations under the Easement arising or occurring from and after the Effective Date.

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

607-9981-004
607-9981-006
607-9981-007
Parcel Identification No. (PIN)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2025.

COBALT 92, LLC

By: _____
Scott J. Yauck, Authorized Agent

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, the above-named Scott J. Yauck, Authorized Agent of **COBALT 92, LLC**, to me known to be the person who executed the foregoing instrument, and to me know to be such Authorized Agent, and acknowledged that they executed the foregoing instrument as such Authorized Agent by its authority.

Notary Public, _____ County, Wisconsin

Printed name

My Commission Expires: _____

RJ 92, LLC,

By: _____
_____, Authorized Agent

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, the above-named _____, Authorized Agent of **RJ 92, LLC**, to me known to be the person who executed the foregoing instrument, and to me know to be such Authorized Agent, and acknowledged that they executed the foregoing instrument as such Authorized Agent by its authority.

Notary Public, _____ County, Wisconsin

Printed name

My Commission Expires: _____

The Above Agreement is Accepted:

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin

Printed name _____

My Commission Expires: _____

Approved as to Form: _____
Chris Geary, City Attorney

This Instrument was drafted by Jeffrey S. Tamblyn, City of Greenfield Engineering Division.

EXHIBIT A

DOC # 11355324

RECORDED

07/31/2023 06:01 AM

ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

Document Number

EASEMENT AGREEMENT

Document Title

Recording Area

Name and Return Address

Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

See attached Ex. A and B

Parcel Identification Number (PIN)

Drafted by:
Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202



Document Number	EASEMENT AGREEMENT
	Document Title

Recording Area
Name and Return Address
Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

See attached Ex. A and B

Parcel Identification Number (PIN)

Drafted by:
Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 28th day of JULY, 2023, by and between Jonrich LLC ("Grantor") and COBALT 92, LLC and RJ 92, LLC (collectively, "Developer").

A. Grantor is the owner of a parcel of land located in the City of Greenfield, Milwaukee County, Wisconsin, which parcel of land is further described on Exhibit A attached hereto and made a part hereof ("Grantor Parcel").

B. Developer is the owner of a parcel of land adjacent to the Grantor Parcel, which parcel of land is further described on Exhibit B attached hereto and made a part hereof ("Developer Parcel").

C. Developer is in the process of developing the Developer Parcel and desires, in connection with the development, for Grantor to grant Developer an easement over the area identified and legally described on the attached Exhibit C ("Easement Area")

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, and intending to be legally bound, the parties do hereby covenant and agree, for themselves, their successors and assigns, as follows:

1. **Grant of Easement.** Grantor hereby grants to Developer, its successor and assigns, a temporary easement over the Easement Area for the purpose of grading the Easement Area along with the Developer Parcel. This temporary easement shall expire on (i) Developer's completion of its development on the Developer Parcel, or (ii) December 31, 2025, whichever comes first.

2. **No Structures or Improvements by Developer.** Developer agrees that neither Developer nor any of Developer's contractors, employees, invitees or agents, or any tenants or users of the Developer Parcel (all of such parties collectively, the "Developer Parties") shall construct or install any improvements or structures within the Easement Area.

3. **Compliance with Laws; Permits and Approvals.** Developer shall, in the use and occupancy of the Easement Area, comply with all laws, ordinances, rules and regulations of the governmental authorities having jurisdiction over the Easement Area. Developer shall procure all necessary permits and approvals for the grading work (including any required maintenance, repair and restoration by Developer) within the Easement Area, and Grantor agrees to cooperate with Developer in obtaining such permits and approvals.

4. **Repairs and Restoration.** Developer shall, at Developer's expense, promptly repair any damage to the Easement Area that has been caused by Developer or any of the Developer Parties. Upon completion of the grading work in the Easement Area, Developer shall cover the Easement Area with topsoil and grass seed. Developer's grading shall not cause any damage, including but not limited to drainage, ponding or soil erosion, on the Grantor Parcel.

5. **Indemnification and Insurance.** Developer covenants and agrees that it will indemnify, defend and hold harmless Grantor and its contractors, employees, invitees and agents, and any tenants or users of the Grantor Parcel (all of such parties collectively, the "Grantor Parties") from and against any and all liability, loss, damage, claims, cost or expense of any nature whatsoever arising out of or in connection with the use of the Easement Area by Developer or any of the Developer Parties. During the term of the temporary easement described in Section 1 above, Developer or Developer's contractor shall maintain

liability insurance in amounts and with coverages that are reasonably acceptable to Grantor. Such insurance shall name Grantor as an additional insured. A certificate of such insurance shall be provided to Grantor prior to the commencement of work within the Easement Area, and an updated certificate showing the renewal of such insurance shall be provided to Grantor prior to the expiration of the then-current certificate, so that the applicable liability insurance is maintained throughout the term of the temporary easement.

6. **Joint and Several Obligations.** Cobalt 92, LLC and RJ 92, LLC each hereby agrees that it shall be jointly and severally liable for all of the obligations of Developer under this Easement Agreement.

7. **Easements Run with the Land.** The terms of the Easement Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real property described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors, assigns, tenants and personal representatives.

8. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Parcel or of any property or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

9. **Counterparts.** This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Easement Agreement may be executed and notarized on separate pages, and when attached to this Easement Agreement shall constitute one complete document.

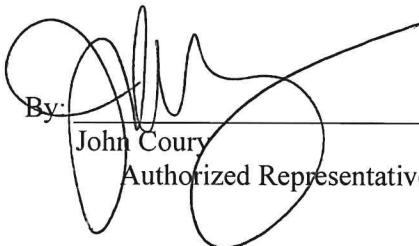
10. **Digger's Hotline.** Developer agrees to call Digger's Hotline (currently at 1-800-242-8511) at least three (3) business days prior to digging to determine the location of any utility facilities within the Grantor Parcel and applicable clearance requirements for work performed in proximity to such facilities

11. **Miscellaneous.** This Easement Agreement represents the entire agreement of the parties on the subject matter hereof and supersedes all prior negotiations and agreements related thereto. This Easement Agreement may be modified, supplemented or amended only by a written instrument signed by the then record owners of the Grantor Parcel and the Developer Parcel and recorded in the real property records of Milwaukee County, Wisconsin. The captions set forth in this Easement Agreement are included for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of any terms or provisions of this Easement Agreement. This Easement Agreement shall be interpreted and construed under and governed by the laws of the State of Wisconsin. The exhibits attached to this Agreement are deemed incorporated herein as though set forth in full. Neither the waiver by any party of any breach of any provision hereof, nor the failure of any party to seek redress for violation of or insist upon strict performance of any such provision, shall be considered a waiver of such provision or any subsequent breach thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Easement Agreement are cumulative and not exclusive of each other or of any right or remedy provided at law or in equity. Invalidity of any of the provisions contained in this Easement Agreement, or the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed and sealed this Agreement as of the day and year first above written.

GRANTOR:

Jonrich LLC

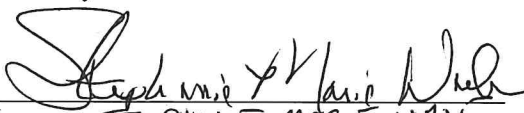
By: 
John Coury
Authorized Representative

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this 28th day of July, 2023, before me, the undersigned personally appeared John Coury as Authorized Representative of Jonrich LLC and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the name of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Name: STEPHANIE MARIE WADE
Notary Public, Milwaukee County

My Commission Expires: May 6, 2027

IN WITNESS WHEREOF, the undersigned parties have executed and sealed this Agreement as of the day and year first above written.

DEVELOPER:

COBALT 92, LLC

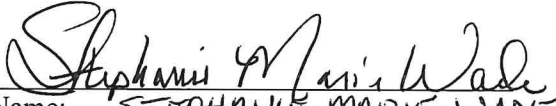
By: 
Scott Yauck, Authorized Representative

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this 18th day of July, 2023, before me, the undersigned personally appeared Scott Yauck, as Authorized Representative of Cobalt 92, LLC, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Name: STEPHANIE MARIE WADE
Notary Public, Milwaukee County

My Commission Expires: May 4, 2027

IN WITNESS WHEREOF, the undersigned parties have executed and sealed this Agreement as of the day and year first above written.

DEVELOPER:

RJ 92, LLC

By: 

Robert Joseph, Authorized Representative

STATE OF WISCONSIN

)

) SS.

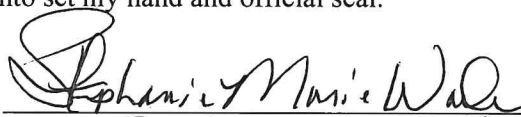
COUNTY OF MILWAUKEE

)

On this 18th day of July, 2023, before me, the undersigned personally appeared Robert Joseph, as Authorized Representative of RJ 92, LLC, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.





Name: STEPHANIE MARIE WADE

Notary Public, Milwaukee County

My Commission Expires: May 6, 2027

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PARCEL

Lot 3 of Certified Survey Map No. 8081, recorded in the office of the Register of Deeds for Milwaukee County on August 28, 2008, as Document No. 9643386, being part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 20, Township 6 North, Range 21 East in the City of Greenfield, County of Milwaukee, State of Wisconsin.

For informational Purposes Only

Tax Parcel Number: 607-9981-004

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCEL

Lot 1 and 2 of Certified Survey Map No. 9439, being a redivision of Lot 2 of Certified Survey Map 8081, recorded in the office of the Register of Deeds for Milwaukee County on October 5, 2022, as Document No. 11289322, being part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 20, Township 6 North, Range 21 East in the City of Greenfield, County of Milwaukee, State of Wisconsin.

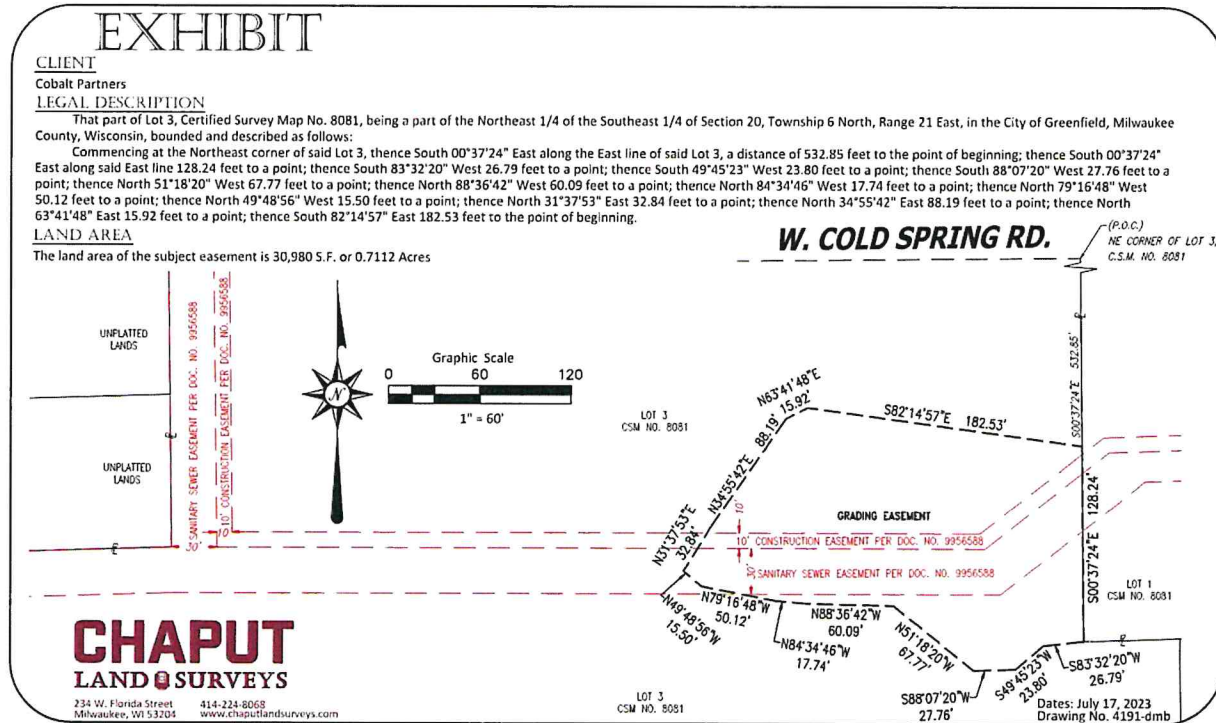
For informational Purposes Only

Tax Parcel Numbers: 607-9981-006 and 607-9981-007

EXHIBIT C

DEPICTION OF EASEMENT AREA

The Easement Area is the area identified as the Grading Easement in the depiction below:





Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 19, 2025

RELATING TO:

Approve a contract for the project #2008 Pondview Park Dredging with New Berlin Grading in the amount of \$ 739,796.00.

SUMMARY:

On August 13, 2025, bids were opened for the project #2008 Pondview Park Dredging. The results are as follows:

Contractor	Amount
-----	-----
New Berlin Grading, Inc.	\$ 739,796.00
C.W. Purpero, Inc.	\$ 762,175.00
Willkomm Excavating	\$ 771,460.14
A.W. Oakes & Son, Inc.	\$ 839,926.75
All-Ways Contractors, Inc.	\$ 853,860.00
Vinton Construction Company	\$ 919,659.50
RLP Diversified, Inc.	\$ 1,230,552.00

FINANCIAL:

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

RECOMMENDATION:

Approve a contract for the project #2008 Pondview Park Dredging with New Berlin Grading in the amount of \$ 739,796.00.

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



Common Council

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 19, 2025

RELATING TO:

Approve a Turf Skatepark storm sewer easement agreement with Cobalt Loomis, LLC on vacant lands in the 4200 block of W Loomis Rd, a part of Tax Key No. 600-0081-011.

SUMMARY:

To allow for the installation and maintenance of storm sewer for the TURF, City project 2020 #6, the City needs to acquire a storm sewer easement across a portion of Tax Key No. 600-0081-011 for our existing storm sewer connection into the existing WI DOT storm sewer on Tax Key No. 600-0081-011.

FINANCIAL:

There is no cost for the easement.

RECOMMENDATION:

Approve a storm sewer easement agreement with Cobalt Loomis, LLC on vacant lands in the 4200 block of W Loomis Rd, a part of Tax Key No. 600-0081-011.

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

**STORM SEWER
EASEMENT AGREEMENT**

This Easement Agreement made this _____ day of _____, 2025, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, ("**CITY**") and **COBALT LOOMIS, LLC**, a Wisconsin limited liability company, with principal offices at 400 North Broadway, Suite 100, Milwaukee, WI 53202, ("**COBALT**").

WHEREAS, **CITY** is desirous of obtaining an easement for the installation, construction, reconstruction, maintenance and repair of storm sewer appurtenances thereto, over, across, through, under and upon certain vacant lands owned by **COBALT**, known as Tax Key No. 600-0081-011 (the "**PROPERTY**"); and

WHEREAS, **CITY** at its _____, 2025 Common Council meeting has approved said Easement Agreement and authorized the same.

NOW, THEREFORE, for and in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by **COBALT**, **COBALT** hereby grants to **CITY** a permanent easement for the installation, construction, reconstruction, maintenance and repair of storm sewer facilities (the "**FACILITIES**"), over, across, through, under and upon the following portion of the **PROPERTY** (the "**EASEMENT AREA**"):

Part of Tax Key No. 600-0081-011

A 20-foot permanent Storm Sewer Easement, described as follows:

That part of the Southwest ¼ of the Southwest 1/4, in Section 24, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the South corner of Lot 1 of Certified Survey Map No. 9312 as recorded in the Milwaukee County Register of Deed Office on Document 11105431; thence North 43°17'53" East along the southeasterly line of said Lot 1, 78.34 feet to the Point of Beginning; thence South 35°22'53" East 59.11 feet to the south line of the owner's land; thence North 84°21'09" East along said south line, 23.03 feet; thence North 35°22'53" West 74.54 feet to the southeasterly line of said Lot 1; thence South 43°17'53" West along said southeasterly line, 20.40 feet to the Point of Beginning.

Said **EASEMENT AREA** is illustrated on attached **Exhibit A**.

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

_____ 600-0081-011 _____
Parcel Identification No. (PIN)

together with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair same and make necessary excavations and ditches for said purposes. The easement created hereby shall also include an ingress and egress right to the Easement Area, including the right of the CITY, and its employees, agents, and contractors, to enter onto and to park upon any designated hard-surface driving or parking areas on the encumbered parcel, at reasonable times and in a reasonable manner, with such personnel and equipment as is necessary to effectuate any work in the Easement Area.

2. Said FACILITIES shall be maintained and kept in good order and condition by **CITY**.

3. That in and during whatever construction, reconstruction or repair work is or becomes necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **CITY**, be replaced in substantially the same condition as it was prior to such disturbances, however **CITY** shall not be required to restore any trees or bushes within the easement that would interfere with the easement granted hereby. **CITY** shall save harmless **COBALT** from any loss, damage, injury or liability resulting from negligence on the part of **CITY** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **CITY** is entitled to raise.

4. **COBALT** agrees not to construct, install and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said EASEMENT AREA.

5. That in connection with the construction by **COBALT** of any structure or building abutting said EASEMENT AREA, **COBALT** will assume all liability for any damage to the FACILITIES. **COBALT** will indemnify and hold **CITY** harmless from any claims for personal injuries or property damage caused by the **COBALT** arising out of the construction by **COBALT** of any structure or building abutting the EASEMENT AREA.

6. Both parties mutually agree that the easement and covenants herein shall run with the land.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2025.

COBALT LOOMIS, LLC

By: Scott J. Yauck, Authorized Agent

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, the above-named Scott J. Yauck, Authorized Agent of Cobalt Loomis, LLC, to me known to be the person who executed the foregoing instrument, and to me know to be such Authorized Agent, and acknowledged that they executed the foregoing instrument as such Authorized Agent by its authority.

Notary Public, _____ County, Wisconsin

Printed name _____

My Commission Expires: _____

The Above Agreement is Accepted:

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

Approved as to Form: _____
Chris Geary, City Attorney

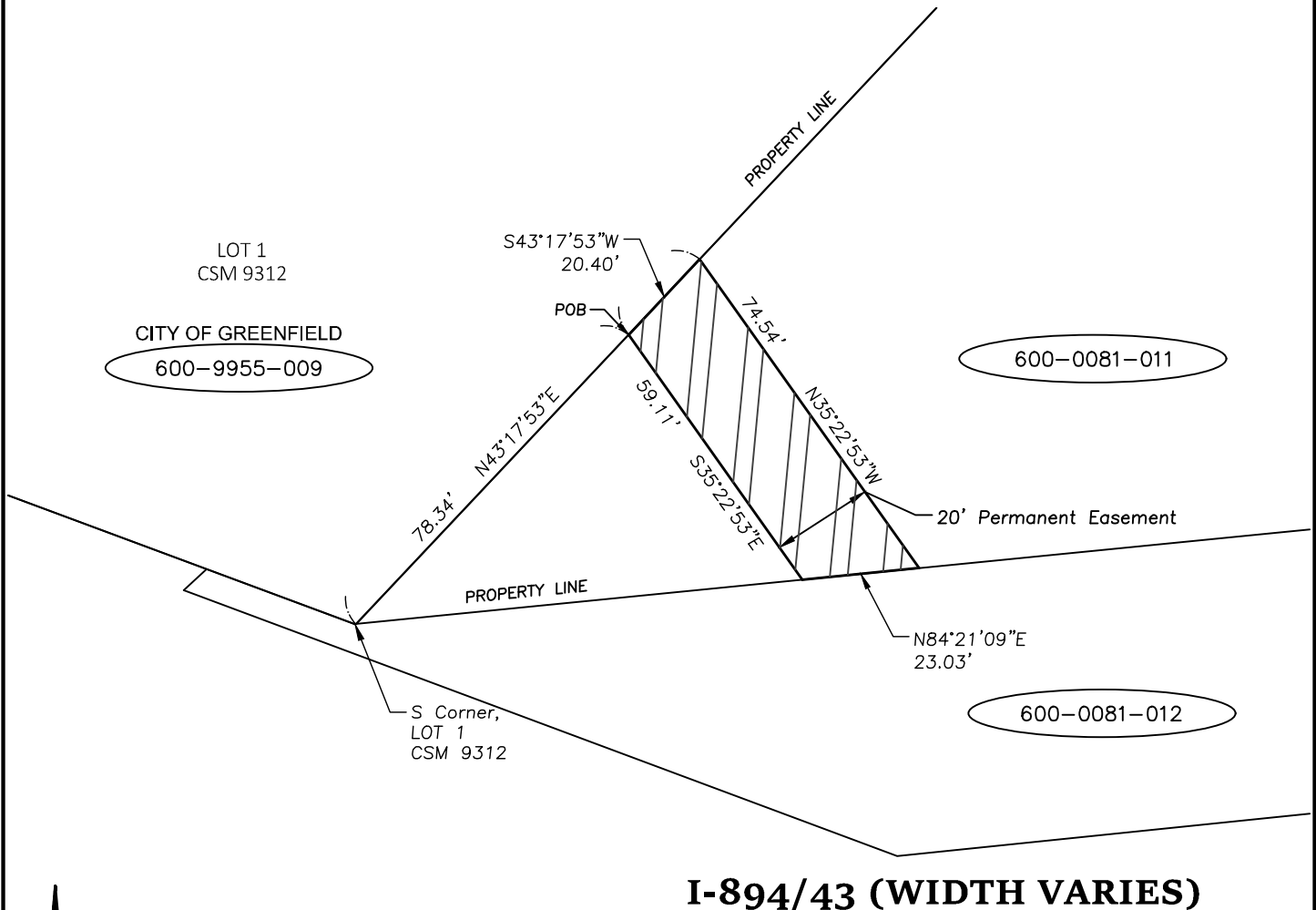
This Instrument was drafted by Jeffrey S. Tamblyn, City of Greenfield Engineering Division.

EXHIBIT A

Permanent Easement Description

That part of the Southwest 1/4 of the Southwest 1/4, in Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the South corner of Lot 1 of Certified Survey Map No. 9312 as recorded in the Milwaukee County Register of Deed Office on Document 11105431; thence North 43°17'53" East along the southeasterly line of said Lot 1, 78.34 feet to the Point of Beginning; thence South 35°22'53" East 59.11 feet to a south line of the owner's land; thence North 84°21'09" East along said south line, 23.03 feet; thence North 35°22'53" West 74.54 feet to the southeasterly line of said Lot 1; thence South 43°17'53" West along said southeasterly line, 20.40 feet to the Point of Beginning.



I-894/43 (WIDTH VARIES)

Legend:	
	- Permanent Easement
	- Tax Parcel No
	- Ownership Tie
	- Point of Beginning

Bearing based upon the Wisconsin State Plane Coordinate System, South Zone, NAD27

			Revisions:	Date: 7/21/2025
			1 7/29/2025	Scale: 1" = 40'
	Drawn By:	JRW		Sheet Number:
	Checked:	GRS		1 of 1
	Approved:	GRS		



Common Council

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 19, 2025

RELATING TO:

Approve a Park and Ride Lot storm sewer easement agreement with Cobalt Loomis, LLC on vacant lands in the 4200 block of W Loomis Rd, a part of Tax Key No. 600-0081-011.

SUMMARY:

To allow for the installation and maintenance of a proposed storm sewer for the new Loomis Road Park-n-Ride lot, City project 2024 #19, the City needs to acquire a storm sewer easement across a portion of Tax Key No. 600-0081-011 in order to connect our storm sewer into the existing WI DOT storm sewer on Tax Key No. 600-0081-011.

FINANCIAL:

There is no cost for the easement.

RECOMMENDATION:

Approve a storm sewer easement agreement with Cobalt Loomis, LLC on vacant lands in the 4200 block of W Loomis Rd, a part of Tax Key No. 600-0081-011.

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

**STORM SEWER
EASEMENT AGREEMENT**

This Easement Agreement made this _____ day of _____, 2025, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, ("**CITY**") and **COBALT LOOMIS, LLC**, a Wisconsin limited liability company, with principal offices at 400 North Broadway, Suite 100, Milwaukee, WI 53202, "**COBALT**").

WHEREAS, **CITY** is desirous of obtaining an easement for the installation, construction, reconstruction, maintenance and repair of storm sewer appurtenances thereto, over, across, through, under and upon certain vacant lands owned by **COBALT**, known as Tax Key No. 600-0081-011 (the "**PROPERTY**"); and

WHEREAS, **CITY** at its _____, 2025 Common Council meeting has approved said Easement Agreement and authorized the same.

NOW, THEREFORE, for and in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by **COBALT**, **COBALT** hereby grants to **CITY** a permanent easement for the installation, construction, reconstruction, maintenance and repair of storm sewer facilities (the "**FACILITIES**"), over, across, through, under and upon the following portion of the **PROPERTY** (the "**EASEMENT AREA**"):

Part of Tax Key No. 600-0081-011

A 20-foot permanent Storm Sewer Easement, described as follows:

That part of the Southwest ¼ of the Southwest 1/4, in Section 24, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of Lot 1 of Certified Survey Map No. 9312 as recorded in the Milwaukee County Register of Deed Office on Document 11105431; thence North 48°42'40" East 75.96 feet; thence North 46°06'06" East 6.16 feet to the Point of Beginning; thence South 83°03'07" East 64.70 feet; thence North 83°28'32" East 42.54 feet; thence North 06°31'28" West 20.00 feet; thence South 83°28'32" West 40.17 feet; thence North 83°03'07" West 46.06 feet; thence South 46°06'06" West 25.79 feet to the Point of Beginning.

Said **EASEMENT AREA** is illustrated on attached Exhibit A.

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

_____ 600-0081-011 _____
Parcel Identification No. (PIN)

together with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair same and make necessary excavations and ditches for said purposes. The easement created hereby shall also include an ingress and egress right to the Easement Area, including the right of the CITY, and its employees, agents, and contractors, to enter onto and to park upon any designated hard-surface driving or parking areas on the encumbered parcel, at reasonable times and in a reasonable manner, with such personnel and equipment as is necessary to effectuate any work in the Easement Area.

2. Said FACILITIES shall be maintained and kept in good order and condition by **CITY**.

3. That in and during whatever construction, reconstruction or repair work is or becomes necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **CITY**, be replaced in substantially the same condition as it was prior to such disturbances, however **CITY** shall not be required to restore any trees or bushes within the easement that would interfere with the easement granted hereby. **CITY** shall save harmless **COBALT** from any loss, damage, injury or liability resulting from negligence on the part of **CITY** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **CITY** is entitled to raise.

4. **COBALT** agrees not to construct, install and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said EASEMENT AREA.

5. That in connection with the construction by **COBALT** of any structure or building abutting said EASEMENT AREA, **COBALT** will assume all liability for any damage to the FACILITIES. **COBALT** will indemnify and hold **CITY** harmless from any claims for personal injuries or property damage caused by the **COBALT** arising out of the construction by **COBALT** of any structure or building abutting the EASEMENT AREA.

6. Both parties mutually agree that the easement and covenants herein shall run with the land.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2025.

COBALT LOOMIS, LLC

By: Scott J. Yauck, Authorized Agent

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, the above-named Scott J. Yauck, Authorized Agent of Cobalt Loomis, LLC, to me known to be the person who executed the foregoing instrument, and to me know to be such Authorized Agent, and acknowledged that they executed the foregoing instrument as such Authorized Agent by its authority.

Notary Public, _____ County, Wisconsin

Printed name

My Commission Expires: _____

The Above Agreement is Accepted:

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2025, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

Approved as to Form: _____
Chris Geary, City Attorney

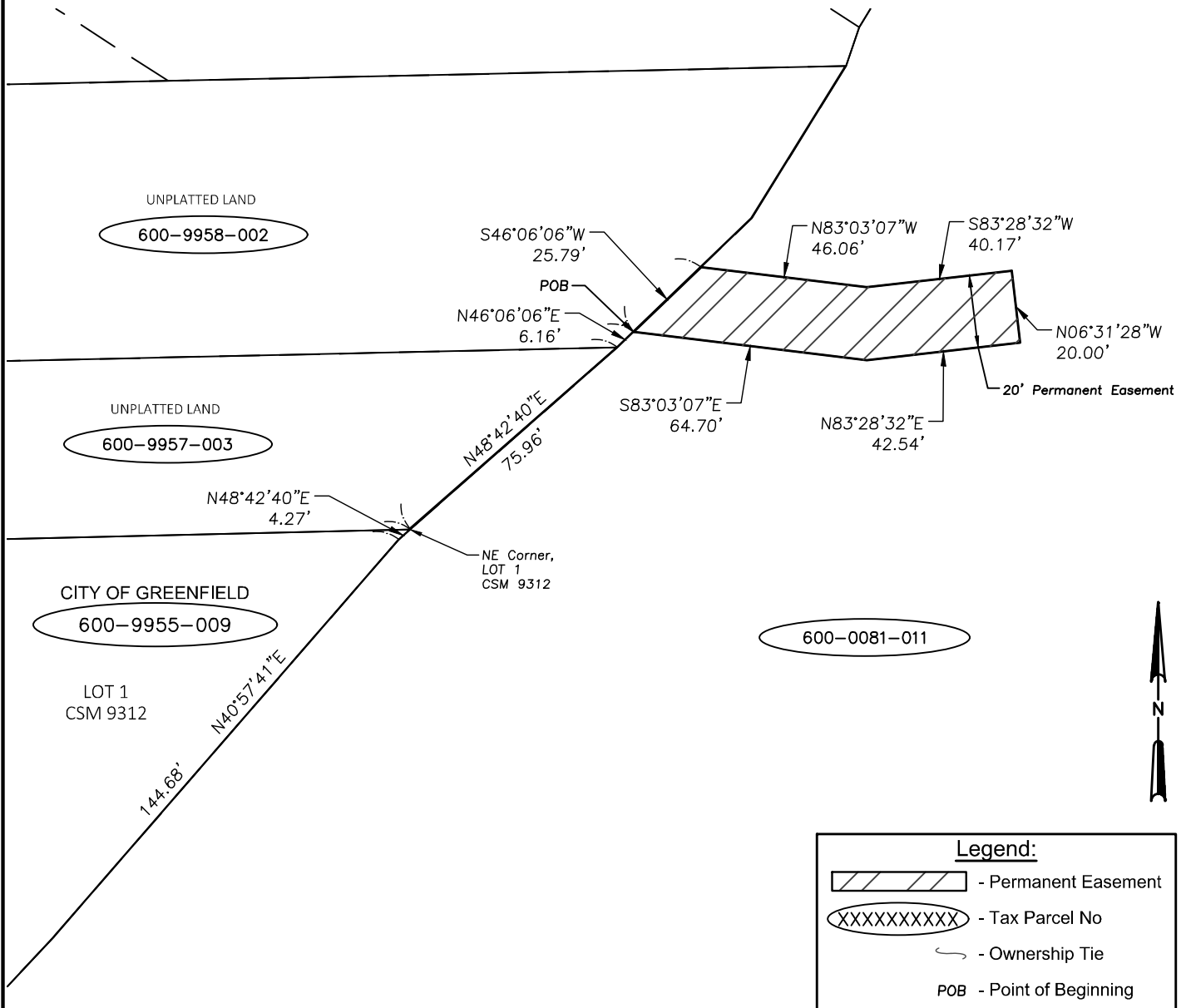
This Instrument was drafted by Jeffrey S. Tamblyn, City of Greenfield Engineering Division.

EXHIBIT A

Permanent Easement Description

That part of the Southwest 1/4 of the Southwest 1/4, in Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of Lot 1, of Certified Survey Map No. 9312 as recorded in the Milwaukee County Register of Deed Office on Document 11105431; thence North 48°42'40" East 75.96 feet; thence North 46°06'06" East 6.16 feet to the Point of Beginning; thence South 83°03'07" East 64.70 feet; thence North 83°28'32" East 42.54 feet; thence North 06°31'28" West 20.00 feet; thence South 83°28'32" West 40.17 feet; thence North 83°03'07" West 46.06 feet; thence South 46°06'06" West 25.79 feet to the Point of Beginning.



Bearing based upon the Wisconsin State Plane Coordinate System, South Zone, NAD27

kapur

		Revisions:	Date: 7/21/2025
		1 7/29/2025	Scale: 1" = 40'
Drawn By:	JRW	Sheet Number: 1 of 1	
Checked:	GRS		
Approved:	GRS		



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Approve an ordinance to repeal and recreate Section 3.12 (12) of the Municipal Code to revise the fee schedule for the Public Works Division, eliminating the ditch enclosure permit.

SUMMARY:

The ditch enclosure permit is being eliminated by repealing Section 3.12 (12) (c) of the Municipal Code.

(12) Public Works Department

(c)	Ditch enclosure permit (Am. #2542; #2630)		
1.	Culvert fee		\$ 30.00/lineal foot less the driveway culvert
2.	Catch basin installation fee (if necessary)		\$1,500.00/each
3.	Only ditches which, at the time of application, are more than 30 inches deep (as measured from the road pavement edge) are eligible for enclosure.		

Occasionally, residents request permission to eliminate the ditch in front of their property. Typically, they propose installing a pipe and covering it with soil.

The city generally discourages this practice because it can lead to drainage problems.

Future requests for ditch enclosures will be handled by the Engineering Division and require a work in the right of way permit.

FINANCIAL:

RECOMMENDATION:

Approve an ordinance to repeal and recreate Section 3.12 (12) of the Municipal Code to revise the fee schedule for the Public Works Division, eliminating the ditch enclosure permit.

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

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 3.12 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 3.12 (12) (c) of the Municipal Code is hereby repealed. Section 3.12 (12) is recreated to read as follows:

(12) *Public Works Division.*

(a)	Rates for debris removal: (Am. #2670)		
		Minimum charge-One truck and 2 men	\$ 105.00/hour
		Brush-One truck, chipper and 2 men	\$ 135.00/hour
		One truck, end loader and 3 men	\$ 178.00/hour
(b)	Rates for repair/material*: (Am. #2670)		
		Trees knocked down by accident—Current replacement cost plus time/material	
		Street light poles—Current replacement cost for poles, wires, etc. plus time/material	
		Water main breaks/road repair—Time and material costs	
		When invoicing for services/repairs, DPW sends a listing of the actual cost for labor/equipment/materials and Finance adjusts per Resolution #2278	
		*Labor is current contract rates, materials current market price, equipment costs vary per piece of equipment.	
(c)	City Forester inspection fee (Rn. #2313)		\$ 75.00/acre and portion thereof
		Landscape plan review	\$ 35.00
(d)	Forestry Emerald Ash Borer (EAB) (Cr. #2691)		

	1.	Infested tree removal permit fee	\$ 75.00 normal
	2.	Tree service removal license fee	\$ 175.00
	3.	Upon failure to obtain a permit or license fee before work on a diseased tree is started, the total fee charged can be assessed at quadruple the standard fees set forth herein.	Quadruple Fee

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19h day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 68th Street.

SUMMARY:

Along S. 68th Street there are deceleration and acceleration turn lanes at the intersections of W. Barnard Avenue and W. Southridge Drive. These lanes help vehicles enter and exit S. 68th Street safely. Nearby apartment complexes have many vehicles that park along S. 68th Street. The proposed no parking zones improve visibility and safety by eliminating parked vehicles in these S. 68th Street turn lanes.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 68th Street.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended as follows:

“No parking, at any time, on the east side of S. 68th Street, from a point 145 feet north of W. Barnard Avenue to a point 240 feet south of W. Barnard Avenue.

No parking, at any time, on the west side of S. 68th Street, from a point 75 feet north of W. Barnard Avenue to a point 340 feet south of W. Barnard Avenue.”

City staff is hereby directed to modify the City’s official parking map accordingly, and add or modify signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1665 regarding no parking on the east side of South 68th Street in the vicinity of West Barnard Avenue.

SUMMARY:

Ordinance 1665 created a no parking zone on the east side of S. 68th Street from W. Barnard Avenue to a bus stop to the south. The bus stop is no longer there. The need for no parking extends further north and south to include the deceleration and acceleration turn lanes on S. 68th Street. One new ordinance will be created that includes no parking zones on both sides of S. 68th Street in the vicinity of W. Barnard Avenue and W. Southridge Drive.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1665 regarding no parking on the east side of South 68th Street in the vicinity of West Barnard Avenue.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended by repealing Ordinance 1665 which reads as follows:

No Parking at Anytime shall be permitted on the east side of South 68th Street between the centerline of West Barnard Avenue and the bus stop, approximately 160 feet south of the centerline of West Barnard Avenue.

City staff is hereby directed to modify the City's official parking map accordingly, and remove or modify signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1705 regarding no parking on the west side of South 68th Street in the vicinity of West Barnard Avenue.

SUMMARY:

Ordinance 1705 created a no parking zone on the west side of S. 68th Street from a bus stop south of W. Barnard Avenue to a point north of W. Barnard Avenue. The bus stop is no longer there. The need for no parking extends further north and south to include the deceleration and acceleration turn lanes on S. 68th Street. One new ordinance will be created that includes no parking zones on both sides of S. 68th Street in the vicinity of W. Barnard Avenue and W. Southridge Drive.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1705 regarding no parking on the west side of South 68th Street in the vicinity of West Barnard Avenue.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended by repealing Ordinance 1705 which reads as follows:

No parking shall be permitted at any time on the west side of South 68th Street from the bus stop, 150 feet south of the centerline of West Barnard Avenue, to a point 75 feet north of the centerline extended of West Barnard Avenue.

City staff is hereby directed to modify the City's official parking map accordingly, and remove or modify signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1754 regarding no parking on the west side of South 68th Street in the vicinity of West Southridge Drive.

SUMMARY:

Ordinance 1754 created a no parking zone on the west side of S. 68th Street from W. Southridge Drive to a point north of W. Barnard Avenue. The need for no parking extends further north and south to include the deceleration and acceleration turn lanes on S. 68th Street. One new ordinance will be created that includes no parking zones on both sides of S. 68th Street in the vicinity of W. Barnard Avenue and W. Southridge Drive.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 1754 regarding no parking on the west side of South 68th Street in the vicinity of West Southridge Drive.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended by repealing Ordinance 1754 which reads as follows:

No parking shall be allowed at any time on the west side of South 68th Street from a point 75 feet north of the centerline of West Barnard Avenue to the centerline of West Southridge Drive.

City staff is hereby directed to modify the City's official parking map accordingly, and remove or modify signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on West Howard Avenue.

SUMMARY:

The City of Milwaukee recently resurfaced W. Howard Avenue from S. 43rd Street to S. 60th Street. A small length of the project is within Greenfield. The road project added improved pavement marking including lane delineations, bike lanes and a dedicated right turn lane for eastbound W. Howard Avenue to southbound S. 43rd Street at the signalized intersection. The right turn lane is against the curb and gutter and parking is not possible.

The proposed no parking zone on the south side of W. Howard Avenue allows for this right turn lane, improving safety at the S. 43rd Street intersection.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on West Howard Avenue.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended as follows:

“No parking, at any time, on the south side of W. Howard Avenue, from S. 43rd Street,
westerly for 215 feet.”

City staff is hereby directed to modify the City’s official parking map accordingly, and add or modify
signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of
August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 137 regarding a stop sign at the intersections of South 43rd Street/West Howard Avenue and South 51st Street/West Cold Spring Road.

SUMMARY:

Ordinance 137 required a stop sign to be placed only at the northwest corner of S. 43rd Street and W. Howard Ave. A traffic signal is now located at this intersection.

Ordinance 137 also required a stop sign to be placed only at the southeast corner of S. 51st Street and W. Cold Spring Road. A different Ordinance 425 requires all traffic at the S. 51st Street and W. Cold Spring Rd intersection to stop.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 137 regarding a stop sign at the intersections of South 43rd Street/West Howard Avenue and South 51st Street/West Cold Spring Road.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended by repealing Ordinance 137 which reads as follows:

Arterial stop signs to be placed at the Northwest corner of South 43rd Street and West Howard Avenue requiring all southbound traffic to stop before entering the intersection of West Howard Avenue.

Arterial stop sign be placed at the Southeast corner of South 51st Street and West Cold Spring requiring all northbound traffic to stop before entering the intersection of West Cold Spring Road.

City staff is hereby directed to modify the City's official parking map accordingly, and remove or modify signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 22, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on South 51st Street.

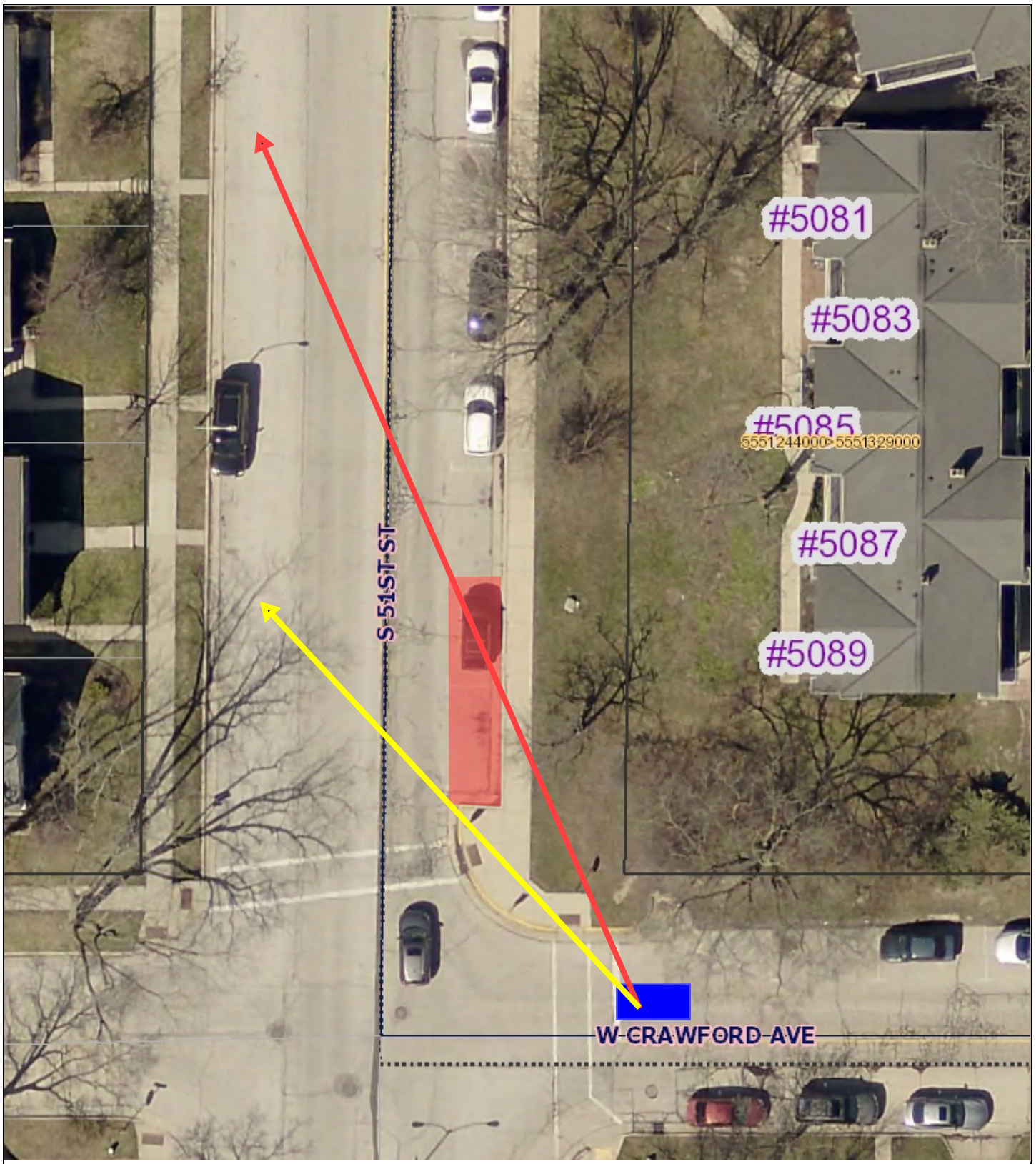
SUMMARY:

There is a stop sign for westbound traffic on Crawford Avenue at 51st Street.

Parked cars on 51st Street block visibility to the north.

The proposed no parking zone on the east side of 51st Street will improve visibility and make the intersection safer.

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



City of Greenfield GIS

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



SCALE: 1" = 35'

City of Greenfield

7325 West Forest Home Ave.
Greenfield, WI 53220

Print Date: 7/15/2025

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended as follows:

“No parking, at any time, on the east side of S. 51st Street, from W. Crawford Avenue,
northerly for 85 feet.”

City staff is hereby directed to modify the City’s official parking map accordingly, and add or modify
signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of
August, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Finance and Human Resources

Item Number:

Introduced By: Scott Jaquish, Director, Department of Parks and Recreation

Date Introduced: 8/13/25

RELATING TO:

Discussion and decision to revise job description, update rate of pay and update department organizational chart for the Parks Supervisor position within the Parks and Recreation Department.

SUMMARY:

Due to an internal promotion we are proposing an update to the current job description that better reflects the current job responsibilities, in addition updating the Parks and Recreation Org chart by removing the word “facilities” from job title, finally updating the rate of pay by removing the additional \$5,000 currently approved in step 5 of Non-Rep resolution.

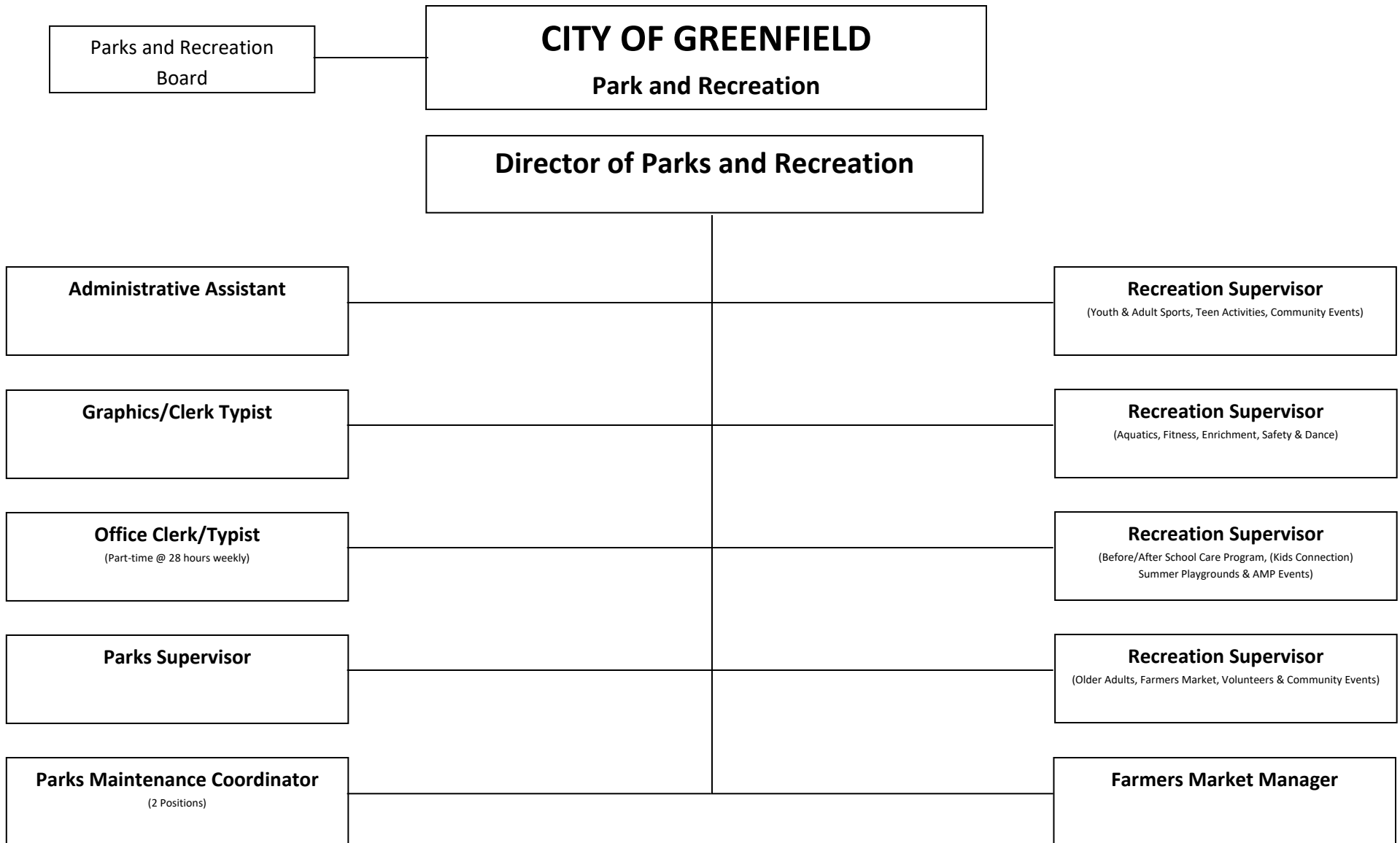
The Parks Supervisor position is a critical position in the day to day operations of the Parks division.

Effective 8/19/2025	START (annual)	1 YEAR (annual)	2 YEAR (annual)	3 YEAR (annual)	4 YEAR (annual)
PARKS SUPERVISOR	82659	85139	87691	90323	93484

Respectfully Submitted,
Scott Jaquish, Director
Parks and Recreation Department

The updated proposed job description and department org chart is attached.

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





Committee: Finance and Human Resources

Item Number:

Introduced By: Scott Jaquish, Director, Department of Parks and Recreation

Date Introduced: 8/13/25

RELATING TO:

Discussion and decision to revise job description, update rate of pay and update department organizational chart for the Parks Supervisor position within the Parks and Recreation Department.

SUMMARY:

Due to an internal promotion we are proposing an update to the current job description that better reflects the current job responsibilities, in addition updating the Parks and Recreation Org chart by removing the word "facilities" from job title, finally updating the rate of pay by removing the additional \$5,000 currently approved in step 5 of Non-Rep resolution.

The Parks Supervisor position is a critical position in the day to day operations of the Parks division.

Effective 8/19/2025	START (annual)	1 YEAR (annual)	2 YEAR (annual)	3 YEAR (annual)	4 YEAR (annual)
PARKS SUPERVISOR	82659	85139	87691	90323	93484

Respectfully Submitted,
Scott Jaquish, Director
Parks and Recreation Department

The updated proposed job description and department org chart is attached.

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



Parks/~~Facilities~~ Supervisor

Classification

Exempt

Department/Division

Parks and Recreation

Reports to

Director of Parks and Recreation

Summary/Objective

The Parks/~~Facilities~~ Supervisor is responsible for the supervision of related work crews and implementation of maintenance programs and development projects, recommends Park Division needs, staffing requirements, and equipment/supplies to be purchased and assists in the overall planning, development and maintenance of City park lands, Community Center, and recreational facilities as well as other public areas/facilities that may be assigned.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Supervises progress of daily maintenance or development project work within assigned City areas and recreational facilities. Oversees the maintenance, preparations, and use of The City Market and The Amp.
- Plans, prioritizes, assigns, schedules, directs, and assists with reviews the work performance of staff in park and playground maintenance and repair. Assists with the selection of part-time/seasonal employees, training staff and conducting safety programs, monitoring work in progress and evaluating job performance.
- Establishes and maintains a high level of cleaning/custodial standards in all facilities, including development and use of evaluation and quality assurance measures; assigns and evaluates related staff and oversees any maintenance agreements to ensure compliance.
- Initiates or approves invoices for payment; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time; maintains inventory of materials, supplies and equipment.
- Administers and enforces policies, work rules and regulations consistent with City policy.



- Assists in preparation of budget and resource allocation of equipment and materials based on maintenance and safety standards and user needs, and maintains accurate records material and equipment use.
- Conducts regular inspection tours of grounds and facilities and evaluates maintenance procedures on a regular basis.
- Assists in the development of project and equipment specifications, inspects and maintains inventory and maintenance records of all vehicles and equipment used by the department, and recommends equipment and materials to be purchased. Confers with the Director of Parks & Recreation as to scheduling major capital improvements involving parks and recreation facilities.
- ~~Plans, design~~Assists in maintaining and s, maintains and recommends park plantings for new and redesigned sites.
- Coordinates and supervises set-up and clean-up for City-wide festivals and other special events; coordinates with community service organizations on the planning and set-up needs for each event.
- Establishes and maintains effective working relationships with staff, other departments and the general public.
- Respond to citizen's concerns, problems or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve park safety, security and accessibility.
- Prepares written reports of Park Division activities, correspondence and work assignments.
- Assists the City Forester in the coordination of park-related tree planting projects and coordinates planting of trees, shrubs, flowers and related projects on properties within Park and Recreation Department jurisdiction.
- Works cooperatively with Recreation Supervisors to support program facility/equipment needs.
- ~~Works cooperatively with other city agencies/officials, community groups and school districts, and participates on an Advisory City Beautification Committee and/or Tree Board.~~
- Ability to effectively supervise, motivate, evaluate and communicate work related assignments and customer service to full-time and part-time staff.
- Works closely with the Recreation and office staff on the scheduling and set up of facilities for recreation programs and community events sponsored by the City and community organizations.
- Schedules and prepares set up/take down of supports systems and staffing for community center and park shelter rentals and community events.
- Oversees snow and ice control operations within the park system and ensures they are completed in a safe and timely manner.
- Develop and implement park division and departmental goals, objectives, policies and procedures.
- Performs other duties as assigned.

Competencies



- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read, analyze, and interpret general instructions and technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Excellent communication skills.
- Ability to speak Spanish or a second language is preferred.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in oral, written, diagram, or schedule form.

Mathematical Skills:

- Ability to do basic mathematics which includes the ability to add, subtract, multiply and divide.
- Ability to calculate and use percentages.

Supervisory Responsibilities

Supervises and assigns the activities of ~~the~~ Parks Maintenance Coordinators, part-time and seasonal maintenance employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include assistance with interviewing, and training employees, planning, assigning and directing work, appraising performance, addressing complaints and resolving problems.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

Position Type and Expected Hours of Work

This is a full-time position. Days and hours of work are established within each department to meet operational requirements. Ability to be accessible by cell phone and/or to report to the



worksite outside of regular office hours, including, but not limited to, nights, weekends, holidays, etc. Ability to work nights, weekends, overtime, and odd hours when situations require such duty.

Travel

This position requires minimal travel.

Required Education/Training and Experience

Degree in Park Management, Forestry, Landscape Architecture or a related field preferred, or any equivalent combination of training and increasingly responsible experience which provides knowledge of park operations and maintenance, general building and electrical maintenance, grounds and turf maintenance, athletic field maintenance, park equipment maintenance and construction, fleet equipment maintenance, landscape design, weed/insect control, and tree/shrub/flower planting and care.



Preferred Education/Training and Experience

B.A., B.S. or Master's degree in Park Management, Forestry, Landscape Architecture or a related field, or any equivalent combination of training and increasingly responsible experience which provides knowledge of park operations and maintenance, general building and electrical maintenance, grounds and turf maintenance, athletic field maintenance, park equipment maintenance and construction, fleet equipment maintenance, landscape design, weed/insect control, and tree/shrub/flower planting and care.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

Excellent interpersonal/communication skills. Possession and maintenance of a valid Wisconsin driver's license. Ability to deal diplomatically with the public, departmental employees and other city departments. Must possess a current Wisconsin Pesticide Applicator license category 3 (Turf and Landscape). CPR, AED and First Aid certifications required.

Preferable Certificates/Licenses

Certified Playground Safety Inspector or ability to obtain within one year of employment. ~~and/or~~ National Recreation & Park Association (NRPA); Certified Park & Recreation Professional (CPRP); Wisconsin Parks & Recreation Association (WPRRA) membership.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 50 lbs.; frequent stretching/reaching of arms; frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 50 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions.

**Equipment Used:**

In general: telephone, calculator, copy machine, computer terminal, appropriate software, fax machine, measuring devices, first aid equipment and two-way radios. Job specific: dump truck, cargo van, pick-up trucks, tractors, front-end loader, and snow plows, none of which shall require a valid commercial driver's license (CDL). Various landscaping tools are also utilized which do not require a CDL.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Parks Supervisor

Classification

Exempt

Department/Division

Parks and Recreation

Reports to

Director of Parks and Recreation

Summary/Objective

The Parks Supervisor is responsible for the supervision of related work crews and implementation of maintenance programs and development projects, recommends Park Division needs, staffing requirements, and equipment/supplies to be purchased and assists in the overall planning, development and maintenance of City park lands, Community Center, and recreational facilities as well as other public areas/facilities that may be assigned.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Supervises progress of daily maintenance or development project work within assigned City areas and recreational facilities. Oversees the maintenance, preparations, and use of The City Market and The Amp.
- Plans, prioritizes, assigns, schedules, directs, and assists with reviews the work performance of staff in park and playground maintenance and repair. Assists with the selection of part-time/seasonal employees, training staff and conducting safety programs, monitoring work in progress and evaluating job performance.
- Establishes and maintains a high level of cleaning/custodial standards in all facilities, including development and use of evaluation and quality assurance measures; assigns and evaluates related staff and oversees any maintenance agreements to ensure compliance.
- Initiates or approves invoices for payment; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time; maintains inventory of materials, supplies and equipment.
- Administers and enforces policies, work rules and regulations consistent with City policy.

- Assists in preparation of budget and resource allocation of equipment and materials based on maintenance and safety standards and user needs, and maintains accurate records material and equipment use.
- Conducts regular inspection tours of grounds and facilities and evaluates maintenance procedures on a regular basis.
- Assists in the development of project and equipment specifications, inspects and maintains inventory and maintenance records of all vehicles and equipment used by the department, and recommends equipment and materials to be purchased. Confers with the Director of Parks & Recreation as to scheduling major capital improvements involving parks and recreation facilities.
- Assists in maintaining and recommends park plantings for new and redesigned sites.
- Coordinates and supervises set-up and clean-up for City-wide festivals and other special events; coordinates with community service organizations on the planning and set-up needs for each event.
- Establishes and maintains effective working relationships with staff, other departments and the general public.
- Respond to citizen's concerns, problems or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve park safety, security and accessibility.
- Prepares written reports of Park Division activities, correspondence and work assignments.
- Assists the City Forester in the coordination of park-related tree planting projects and coordinates planting of trees, shrubs, flowers and related projects on properties within Park and Recreation Department jurisdiction.
- Works cooperatively with Recreation Supervisors to support program facility/equipment needs.
- Works cooperatively with other city agencies/officials, community groups and school districts
- Ability to effectively supervise, motivate, evaluate and communicate work related assignments and customer service to full-time and part-time staff.
- Works closely with the Recreation and office staff on the scheduling and set up of facilities for recreation programs and community events sponsored by the City and community organizations.
- Schedules and prepares set up/take down of supports systems and staffing for community center and park shelter rentals and community events.
- Oversees snow and ice control operations within the park system and ensures they are completed in a safe and timely manner.
- Develop and implement park division and departmental goals, objectives, policies and procedures.
- Performs other duties as assigned.

Competencies

- Communication Proficiency
- Thoroughness

- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities

- Ability to read, analyze, and interpret general instructions and technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Excellent communication skills.
- Ability to speak Spanish or a second language is preferred.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in oral, written, diagram, or schedule form.

Mathematical Skills:

- Ability to do basic mathematics which includes the ability to add, subtract, multiply and divide.
- Ability to calculate and use percentages.

Supervisory Responsibilities

Supervises and assigns the activities of Parks Maintenance Coordinators, part-time and seasonal maintenance employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include assistance with interviewing, and training employees, planning, assigning and directing work, appraising performance, addressing complaints and resolving problems.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

Position Type and Expected Hours of Work

This is a full-time position. Days and hours of work are established within each department to meet operational requirements. Ability to be accessible by cell phone and/or to report to the worksite outside of regular office hours, including, but not limited to, nights, weekends,

holidays, etc. Ability to work nights, weekends, overtime, and odd hours when situations require such duty.

Travel

This position requires minimal travel.

Required Education/Training and Experience

Degree in Park Management, Forestry, Landscape Architecture or a related field preferred, or any equivalent combination of training and increasingly responsible experience which provides knowledge of park operations and maintenance, general building and electrical maintenance, grounds and turf maintenance, athletic field maintenance, park equipment maintenance and construction, fleet equipment maintenance, landscape design, weed/insect control, and tree/shrub/flower planting and care.

Preferred Education/Training and Experience

B.A., B.S. or Master's degree in Park Management, Forestry, Landscape Architecture or a related field, or any equivalent combination of training and increasingly responsible experience which provides knowledge of park operations and maintenance, general building and electrical maintenance, grounds and turf maintenance, athletic field maintenance, park equipment maintenance and construction, fleet equipment maintenance, landscape design, weed/insect control, and tree/shrub/flower planting and care.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications

Excellent interpersonal/communication skills. Possession and maintenance of a valid Wisconsin driver's license. Ability to deal diplomatically with the public, departmental employees and other city departments. Must possess a current Wisconsin Pesticide Applicator license category 3 (Turf and Landscape). CPR, AED and First Aid certifications required.

Preferable Certificates/Licenses

Certified Playground Safety Inspector or ability to obtain within one year of employment. National Recreation & Park Association (NRPA); Certified Park & Recreation Professional (CPRP); Wisconsin Parks & Recreation Association (WPRA) membership.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying

up to 50 lbs.; frequent stretching/reaching of arms; frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 50 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions.

Equipment Used

In general: telephone, calculator, copy machine, computer terminal, appropriate software, fax machine, measuring devices, first aid equipment and two-way radios. Job specific: dump truck, cargo van, pick-up trucks, tractors, front-end loader, and snow plows, none of which shall require a valid commercial driver's license (CDL). Various landscaping tools are also utilized which do not require a CDL.

Pre-Employment Requirements

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits

Wages and benefits are determined by the existing non-represented resolution.

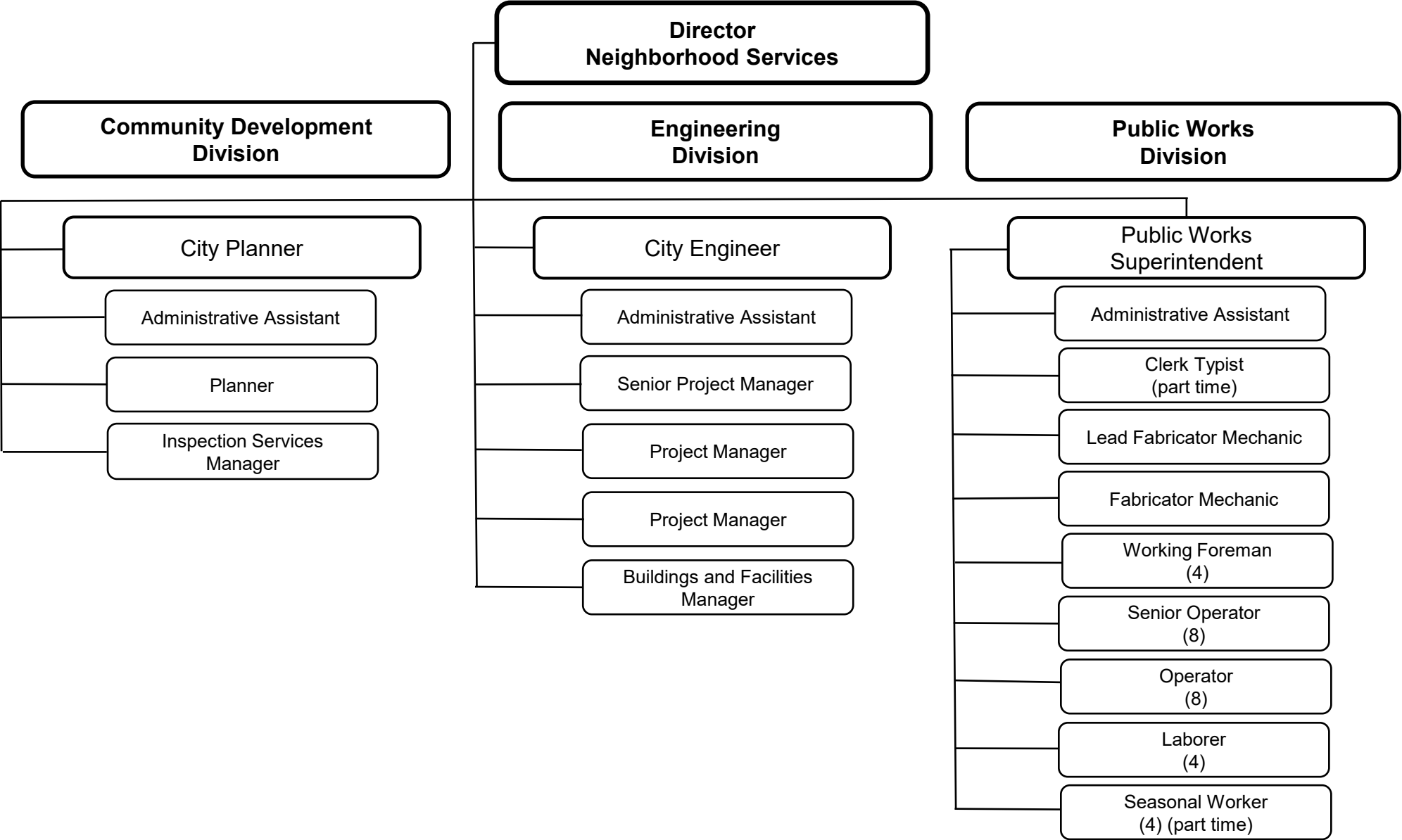
Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

2026 Department of Neighborhood Services





Committee: Finance & Human Resources Committee

Item Number:

Introduced By: Katz

Date Introduced: August 13, 2025

RELATING TO:

Discussion and decision to create job description for Inspection Services Manager, set salary, recruit and hire and revise the organizational chart in the Department of Neighborhood Services.

SUMMARY:

Inspection Services are provided by a combination of city staff and a contracted inspection firm.

The new position Inspection Services Manager is being created to coordinate and manage the permitting and inspection process.

The position also acts as the city's Plumbing Inspector. The position replaces the current Plumbing Inspector position.

The salary will be as follows.

START (annual)	1 YEAR (annual)	2 YEAR (annual)	3 YEAR (annual)	4 YEAR (annual)
82,158	85,035	88,011	91,092	94,277

The organizational chart is revised to reflect the changes.

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



Plumbing Inspector Inspection Services Manager Job Description

Classification

~~Non~~-Exempt

Department/Division

Department of Neighborhood Services/Community Development Division

Reports to

~~Community Development Manager~~ Director of Neighborhood Services

Summary/Objective

~~The Plumbing Inspector performs skilled plumbing inspection. This position is responsible for the supervision and oversight of all building code related plan review, permitting and inspection services work to ensure compliance with City, State, and Federal regulations. This position also acts as the Plumbing Inspector.~~

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

Management Duties

- Oversees the issuance and inspection of all building, electrical, plumbing and other inspection services issued permits, consistent with State and City codes, ordinances, and policies.
- Acts as the primary contact for service providers performing contracted permitting, inspection and plan review for the City. Works to resolve issues related to contracted services to ensure compliance with the contracts and good customer service.
- Investigates and reports on complaints of code violations. Participates in enforcement efforts as needed in cooperation with the City's Code Enforcement officer and City Attorney. Issues stop work orders as necessary.
- Manages annual liquor license inspection process.
- Coordinates with the Fire Department for fire related plan review, permitting and inspection.
- Coordinates and authorizes the issuance of occupancy permits.
- Assists in permit and inspection processing, including application, review, issuance, inspection, and problem resolution.
- Responds to questions from customers, and provides guidance in person, by phone, and by email.
- Works to resolve customer issues and complaints.
- Represents inspection services at meetings.
- Other duties as assigned.

Plumbing Inspector Duties

- Serves as an agent of the State in approving plumbing plans for the City of Greenfield.
- Inspects plumbing installations during construction or remodeling to enforce the plumbing code for residential, commercial, and industrial purposes, which includes but is not limited to inspecting building drains for pitch, size, and alignment; checking all water pipes for size and materials, and determining connections for portable and non portable water.
- Reviews plumbing plans and material lists to be used; traces and corrects incorrectly submitted plumbing information, and provides code reference/regulation guidance to contractors and citizens.
- Assures proper sewer functioning by reading plumbing plans for location and sewer connections on lots, documenting sewer depth for basement floor locations, inspecting sanitary sewers from road to building for pitch and alignment, and inspecting main sewer lines.
- Investigates reports and complaints of plumbing violations and notifies residents, business owners and/or contractors of non-conformance with plumbing codes, and/or failure to correct violations.
- Communicates with contractors and the public regarding the plumbing code, plumbing installation, well operations/abandonment, DNR regulations, private onsite wastewater treatment systems, and answers other questions related to plumbing.
- Provides special inspections for occupancy permit applications.
- Researches and remains current with code requirements of the State of Wisconsin and attends seminars and meetings of the Plumbing Inspectors Association.
- Responsible for maintaining the City's Plumbing Code in accordance with State of Wisconsin Code and certification requirements.
- Performs annual Liquor License renewal/safety inspections and coordinates results with other City Departments.
- Performs other duties such as entering permit master information, plumbing permits and inspections on the computer, accessory use/structure permit processing and assists at the counter, as needed.
- Performs other inspections where qualified as assigned.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, State Statutes, Wisconsin Administrative Code, and the Plumbing Code.
- Ability to write routine reports.
- Ability to understand and work from construction and wiring blueprints, drawings and diagrams.
- Ability to use common sense to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to establish and maintain effective working relationships with other employees, elected and appointed officials, -developers, architects, contractors, property owners, and the public.

Mathematical Skills:

- Knowledge of algebra and trigonometry concepts used in plumbing work.
- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a full-time position. Normal days and hours of work are Monday through Friday, 7:00 a.m. to 4:00 p.m.

Must have the ability to respond to emergency situations outside of normal work hours.

Travel

Site visits will be part of the daily routine using personal vehicle with mileage reimbursed in accordance with existing Non-Represented Resolution. Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

Required Education/Training and Experience

High school diploma with additional technical courses in plumbing construction methods and a minimum of five years' experience as a journey plumber. Commercial Plumbing Inspector Certification required.

Other Qualifications:

State of Wisconsin Master Plumber's license desirable. Possession and maintenance of a valid Wisconsin driver's license. Uniform Dwelling Code certification for Construction Electrical and HVAC are desirable. Thorough knowledge of methods and practices involved in constructing, installing and operating a variety of electrical installations. Good interpersonal relations. Maintains memberships in professional/trade organizations to further knowledge of current codes, code updates, and credential requirements.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk; sit; use hands to handle or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear. Specific vision abilities required for this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. The employee must occasionally move 10 pounds or less.

Work Environment:

While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions. The employee is frequently exposed to vibration. The employee is occasionally exposed to moving mechanical parts, high precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electric shock, wet and/or humid conditions, noxious odors, dust and poor ventilation. The noise level in the work environment is often loud.

Equipment Used:

Calculator, copy machine, computer, electronic tablet for reporting on-site inspection results, electrical meters and measuring devices.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits:

Wages and benefits are determined by the existing Non-Represented Resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Inspection Services Manager Job Description

Classification

Exempt

Department/Division

Department of Neighborhood Services/Community Development Division

Reports to

Director of Neighborhood Services

Summary/Objective

This position is responsible for the supervision and oversight of all building code related plan review, permitting and inspection services to ensure compliance with City, State, and Federal regulations. This position also acts as the Plumbing Inspector.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

Management Duties

- Oversees the issuance and inspection of all building, electrical, plumbing and other inspection services issued permits, consistent with State and City codes, ordinances, and policies.
- Acts as the primary contact for service providers performing contracted permitting, inspection and plan review for the City. Works to resolve issues related to contracted services to ensure compliance with the contracts and good customer service.
- Investigates and reports on complaints of code violations. Participates in enforcement efforts as needed in cooperation with the City's Code Enforcement officer and City Attorney. Issues stop work orders as necessary.
- Manages annual liquor license inspection process.
- Coordinates with the Fire Department for fire related plan review, permitting and inspection.
- Coordinates and authorizes the issuance of occupancy permits.
- Assists in permit and inspection processing, including application, review, issuance, inspection, and problem resolution.
- Responds to questions from customers, and provides guidance in person, by phone, and by email.
- Works to resolve customer issues and complaints.
- Represents inspection services at meetings.
- Other duties as assigned.

Plumbing Inspector Duties

- Serves as an agent of the State in approving plumbing plans for the City of Greenfield.
- Inspects plumbing installations during construction or remodeling to enforce the plumbing code for residential, commercial, and industrial purposes, which includes but is not limited to inspecting building drains for pitch, size, and alignment; checking all water pipes for size and materials, and determining connections for portable and non-portable water.
- Reviews plumbing plans and material lists to be used; traces and corrects incorrectly submitted plumbing information, and provides code reference/regulation guidance to contractors and citizens.
- Assures proper sewer functioning by reading plumbing plans for location and sewer connections on lots, documenting sewer depth for basement floor locations, inspecting sanitary sewers from road to building for pitch and alignment, and inspecting main sewer lines.
- Investigates reports and complaints of plumbing violations and notifies residents, business owners and/or contractors of non-conformance with plumbing codes, and/or failure to correct violations.
- Communicates with contractors and the public regarding the plumbing code, plumbing installation, well operations/abandonment, DNR regulations, private onsite wastewater treatment systems, and answers other questions related to plumbing.
- Provides special inspections for occupancy permit applications.
- Researches and remains current with code requirements of the State of Wisconsin and attends seminars and meetings of the Plumbing Inspectors Association.
- Responsible for maintaining the City's Plumbing Code in accordance with State of Wisconsin Code and certification requirements.
- Performs annual Liquor License renewal/safety inspections and coordinates results with other City Departments.
- Performs other duties such as entering permit master information, plumbing permits and inspections on the computer, accessory use/structure permit processing and assists at the counter, as needed.
- Performs other inspections where qualified as assigned.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, State Statutes, Wisconsin Administrative Code, and the Plumbing Code.
- Ability to write routine reports.
- Ability to understand and work from construction and wiring blueprints, drawings and diagrams.
- Ability to use common sense to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to establish and maintain effective working relationships with other employees, elected and appointed officials, developers, architects, contractors, property owners, and the public.

Mathematical Skills:

- Knowledge of algebra and trigonometry concepts used in plumbing work.
- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a full-time position. Normal days and hours of work are Monday through Friday, 7:00 a.m. to 4:00 p.m. Must have the ability to respond to emergency situations outside of normal work hours.

Travel

Site visits will be part of the daily routine using personal vehicle with mileage reimbursed in accordance with existing Non-Represented Resolution. Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

Required Education/Training and Experience

High school diploma with additional technical courses in plumbing construction methods and a minimum of five years' experience as a journey plumber. Commercial Plumbing Inspector Certification required.

Other Qualifications:

State of Wisconsin Master Plumber's license desirable. Possession and maintenance of a valid Wisconsin driver's license. Uniform Dwelling Code certification for Construction Electrical and HVAC are desirable. Thorough knowledge of methods and practices involved in constructing, installing and operating a variety of electrical installations. Good interpersonal relations. Maintains memberships in professional/trade organizations to further knowledge of current codes, code updates, and credential requirements.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk; sit; use hands to handle or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear. Specific vision abilities required for this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. The employee must occasionally move 10 pounds or less.

Work Environment:

While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions. The employee is frequently exposed to vibration. The employee is occasionally exposed to moving mechanical parts, high precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electric shock, wet and/or humid conditions, noxious odors, dust and poor ventilation. The noise level in the work environment is often loud.

Equipment Used:

Calculator, copy machine, computer, electronic tablet for reporting on-site inspection results, electrical meters and measuring devices.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits:

Wages and benefits are determined by the existing Non-Represented Resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Finance and Human Resources Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 13, 2025

RELATING TO:

Approve fund transfers between capital improvement accounts.

SUMMARY:

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

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

FINANCIAL:

See Exhibit A.

RECOMMENDATION:

Approve fund transfers between capital improvement accounts.

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

EXHIBIT A

8/13/2025

Recommended capital improvement account fund transfers.

Account Number	Account Name	Starting Balance	Transfer to GENRES	Transfer from GENRES	Ending Balance	Note
EN2005	Honey Creek Stream Bank Restoration	(\$4,126)		\$4,126	\$0	Close
EN2215	Powerline Trail Phase 2	\$135,609	\$135,000		\$609	Leave Open
EN2312	Mitchell Highlands Resurfacing Phase 2	\$81,137	\$81,137		\$0	Close
EN2313	43rd St (Cold Spring-Howard)	\$984,465	\$700,000	\$135,000	\$419,465	Leave Open
EN2318	55th-Carpenter	\$171,225	\$171,225		\$0	Close
EN2416	31st-Holmes Resurfacing	\$837,057		\$1,052,362	\$1,889,419	Leave Open
GENRES	General Reserves	\$262,413	\$1,087,362	\$1,191,488	\$158,287	

Royal Franchising, Inc.
200 N Patrick Blvd.
Suite 900
Brookfield, WI 53045
(262) 780-0300
Fax: (262) 780-0299
www.janiking.com



Mailing Address:
P.O. Box 1430
Brookfield, WI 53008-1430

June 18, 2025

United States

Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco • Seattle
Southeast Mississippi
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Argentina

Australia

Brazil

Canada

Toronto

Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Greenfield Fire Department

4333 South 92nd Street
Milwaukee, Wisconsin 53228
Attn: Daniel Weber

Dear Mr. Weber,

Thank you for the time and interest you have afforded me concerning the subject of housekeeping for your facility. **JANI-KING OF MILWAUKEE** appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, along with your customized cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

All labor

All supervision

All material for cleaning

All equipment for cleaning

All payroll, payroll taxes, insurance.

Each **JANI-KING** representative is fully covered by an insurance program that protects your business in several ways. The Commercial Cleaning Service Bond, General Liability, and Umbrella coverage's provide protection to our customers for claims due to loss of property that are the result of actions by **JANI-KING** personnel.

The price quoted is valid for ninety (90) days from the date of the presentation.

Please do not hesitate to contact me for any additional information you deem necessary in assessing our proposal. I can be reached at (262) 780-0300.

Trusting we may be of service,

Cindi Krzewina
Account Executive
JANI-KING OF MILWAUKEE

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Royal Franchising, Inc d/b/a Jani-King of Milwaukee ("Jani-King") and Greenfield Fire Department ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 20_____.
- 1.2. The term of this Agreement shall be for Two (2) Years from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit "A" ("Services") to the "Named Areas" which are defined in Exhibit "A".
- 1.4. The Services shall be performed at the location(s) listed on Exhibit "B" of this Agreement.
- 1.5. Jani-King agrees to provide the Service to the Named Areas One (1) time(s) per week.
- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King, each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit "B", on or before the last day of each month the Services are rendered. Client additionally agrees to pay for any charges relating to an Initial Clean Option and any authorized additional clean options, as described in Exhibit "C", and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule, Exhibit "B", will be increased, (i) Annually by Jani-King by a two (2%) percent and, (ii) By Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employee of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or representatives of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed every year thereafter, for an additional one (1) year term on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may be terminated for non-performance as set out below. The client may also terminate this Agreement at any time providing a sixty (60) days' written notice to Jani-King.

INT: _____

- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the required Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

- 4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King and Client at the time of execution by authorized Jani-King agents. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS HEREOF, the Parties hereto have set their hands this _____ day of _____.

Royal Franchising Inc. d/b/a Jani-King of Milwaukee X _____ Signature of Royal Franchising, Inc. Authorized Agent Cindi Krzewina Account Executive	Greenfield Fire Department X _____ Signature of Client's Authorized Agent Daniel Weber
Notice Address for Jani-King:	Billing and Notice Address of Client:
P.O. Box 1430	4333 South 92 nd Street
Brookfield, WI 53008-1430	Milwaukee, Wisconsin 53228
262-780-0300	414-545-7946

Daily Cleaning & Disinfecting Schedule

GREENFIELD FIRE DEPARTMENT

This Cleaning and Disinfecting document was created to assist the facility with the “new normal.” More and more Federal, State and local governments want to see a specific plan on how an organization is going to protect the health of the public. In the past, facilities were cleaned but not disinfected for public health. Prior to COVID-19, restrooms were typically the only areas where a disinfectant was applied, and in some cases breakrooms were cleaned with sanitizers.

The new normal now requires that **all high-touch areas** along with other parts of the facility that are more congested have continued disinfecting procedures along with the use of Personal Protective Equipment(PPE). Currently, the only front-line protections in place is frequent hand washing, disinfecting and social distancing.

Just like for humans there is no immunization for COVID 19, there is also no surface disinfectant with a COVID-19 claim. However, the EPA has granted certain EPA registered disinfectants to be used that have met the criteria for killing viruses closely related to COVID-19. These chemicals can be found on the EPA N list of approved products. ***There are currently no disinfectant with an EPA registration for a continuous kill for bacteria or viruses that cause illness.***

We hope that with this cleaning and disinfecting schedule, Jani-King can assist you in getting back to business and provide peace of mind that you are contributing to the new normal of public health and safety.



Routine cleaning, disinfecting and ensuring high-touch areas as part of your daily schedule is critical for protecting your staff and customers. Just as you make it a priority for hand hygiene, social distancing and high-touch point disinfecting, the last step in the new normal is daily cleaning and disinfecting of the entire facility at the end of each day. Make it a best practice for a safer, healthier work-environment.

www.janiking.com | 1.800.JANIKING

Jani-King
The King of Clean®

©2020 Jani-King International, Inc.

*C: Clean - The absence of visible dust, soil and debris

**D: Disinfecting - The process that kills most forms of germs (COVID 19) on inanimate

ENTRANCES & LOBBY AREAS	WEEKLY		MONTHLY	
	*C	**D	*C	**D
Remove trash, replace liner and wipe waste receptacle.	✓	✓		
Vacuum carpeting and matting.	✓			
Wipe both sides of glass doors and adjacent windows.	✓	✓		
Spot clean walls, light switches and partition glass.	✓	✓		
Dust mop/vacuum floors.	✓			
Wet mop all hard surface flooring.	✓			
Wipe all furniture and fixtures.	✓	✓		
Wipe telephones.	✓	✓		
Wipe door jambs and polish thresholds with disinfectant and disposable microfiber wipes.	✓	✓		
Wipe HVAC ventilation grills with disinfectant and disposable microfiber wipes.			✓	
Dust/vacuum window coverings.			✓	
Vacuum upholstered furniture.			✓	
Wipe all walls, doors, window frames above six feet.			✓	
GENERAL/PRIVATE OFFICES, CONFERENCE ROOM AREAS & TRAINING ROOM	WEEKLY		MONTHLY	
	*C	**D	*C	**D
Remove trash, replace liner and wipe waste receptacle.	✓	✓		
Remove recycle trash per company schedule.	✓	✓		
Dust mop/vacuum floors.	✓			
Wet mop all hard surface flooring.	✓			
Wipe all furniture and fixtures, desks cleaned only if clear.	✓	✓		
Wipe all walls, light switches, doors, and window frames.	✓	✓		
Vacuum carpeting wall to wall.			✓	
Wipe all accessible baseboards.			✓	
Dust/vacuum window coverings.			✓	
Wipe all walls, light switches, window frames above six feet.			✓	
Wipe HVAC ventilation grills.			✓	
Vacuum upholstered furniture.			✓	
COMMON AREA(S)	WEEKLY		MONTHLY	
	*C	**D	*C	**D
Vacuum carpeted surfaces.	✓			
Dust mop/vacuum floors.	✓			
Wet mop all hard surface flooring.	✓			
Wipe walls, fixtures, light switches, door jambs, and window frames.	✓	✓		
Spot clean carpeting when needed.			✓	
Wipe baseboards.			✓	
Wipe HVAC ventilation grills.			✓	
RESTROOMS (2)	WEEKLY		MONTHLY	
	*C	**D	*C	**D
Remove trash, replace liner and wipe waste receptacle.	✓	✓		
Dust mop.	✓			
Wet mop all hard surface flooring.	✓			
Replenish paper products, hand soap, and feminine napkins.	✓			
Wipe all toilets, urinals and adjacent wall surfaces.	✓	✓		
Wipe all walls and doors.	✓	✓		
Wipe all sinks and countertops.	✓	✓		
Wipe stall partitions, shelves, fixtures/dispensers.	✓	✓		
Wipe and polish all metal bright work.	✓	✓		
Pour water in floor drains, add enzymes as needed.	✓			
Wipe HVAC ventilation grills.			✓	

*C: Clean - The absence of visible dust, soil and debris

**D: Disinfecting - The process that kills most forms of germs (COVID 19) on inanimate

KITCHENETTE	WEEKLY		MONTHLY	
	*C	**D	*C	**D
Remove trash, replace liner and wipe waste receptacle.	✓	✓		
Dust mop.	✓			
Wet mop all hard surface flooring.	✓			
Vacuum carpeted areas, spot clean.	✓			
Wipe furniture, fixtures.	✓	✓		
Wipe counter tops, cabinets, tables and chairs.	✓	✓		
Wipe table bases and chair legs.	✓	✓		
Wipe exterior sides only of refrigerator.	✓	✓		
Wipe interior and exterior sides of microwave.	✓	✓		
Wipe walls, light switches and doors.	✓	✓		
GENERAL SERVICES	WEEKLY		MONTHLY	
	*C	**D	*C	**D
Remove all building trash to designated dumpster.	✓			
Keep areas surrounding dumpster clean.	✓			
Any debris outside trash receptacles will be discarded only if marked as trash.	✓			
Secure all designated interior doors after services are performed.	✓			
Furniture shall be straightened and returned to original position.	✓			
Furniture polish to be used only if requested.	✓			
Report any noticeable malfunctioning fixtures to building management.	✓			
No bleach products will be used without authorization wavier.	✓			

Disinfectant is a product that is registered with the EPA used on surfaces which results in disinfection or killing of germs. All disinfectants products used by Jani-King combine a cleaner with a disinfectant, making it a 1 step cleaner disinfectant.

REMEMBER: You can clean without disinfecting, but you CANNOT disinfect without cleaning



EXHIBIT B – PRICING SCHEDULE

PROPOSAL PREPARED FOR:

***Greenfield Fire Department
4333 South 92nd Street
Milwaukee, Wisconsin 53228***

The Named Areas will be serviced according to the Cleaning Schedule for the monthly charge of:

***1X Per Week Services
Three Hundred Thirty and 00/100 Dollars
(\$330.00)***

(Tax Not included)

INT: _____

INT: _____



EXHIBIT C – INITIAL CLEAN

To bring your facility up the standard(s) to be serviced within the proposed "Maintenance Agreement" an "Initial Clean" may be performed. Upon Client's authorization below, the following 1x "Initial Clean" Services will be performed for the fee listed below (tax not included):

RESTROOMS Named Areas: (2) Office Restrooms **Price:** \$100.00

1. Scour and disinfect all basins, toilets, urinals, and showers inside & outside.
2. Polish all bright work, attempting to remove lime and mineral deposits.
3. Wash all trash receptacles, using a disinfectant.
4. Wash partitions with a high co-efficient disinfectant.

CARPET Named Areas: All Carpet Flooring **Price:** \$915.00

1. Hot water extraction method.
2. Care shall be exercised so that baseboards, walls & furniture shall not be splashed, marred, disfigured, or damaged

MINIMUMS: Strip/wax \$150.00, Scrub/Coat \$150.00, Scrub CT \$100.00, Carpet Extraction \$100.00

Client's Authorizing Signature

Initial Clean Price: **\$1,015.00**

Client's Authorizing Signature

Initial Clean to Be Performed on/or Before: _____
(Not exceed 30 days from the date of this Agreement)

INT: _____

INT: _____



Committee: Finance

Item Number:

Introduced By: Paula Schafer

Date Introduced: August 13, 2025

RELATING TO:

Discussion and decision to update resolution # 3946, city's investment policy, with two additional banks.

SUMMARY:

The city's investment policy was last updated November 2023. The policy is being reviewed at this time because the city recently signed an agreement with a new ambulance billing company, Paramedic Billing Services, Inc. (CC 7-15-2025). PBS has two options on how payments for the city can be received. One is to have the payments go to a lock box (city account) and the other is to have the payments come into an existing city account. With our current provider the payments come to the city's account and then city staff reconcile each payment coming in to reports from the provider which is time consuming. With setting up a lock box, PBS staff will be doing the reconciling of the payments coming in. This removes city staff from having to do that process. On a monthly basis the funds will be automatically transferred from the lock box account to a city operations bank account.

PBS partners with Wintrust, specifically Hinsdale Bank & Trust Company, N.A., which is a charter bank of Wintrust. The only change being made to the resolution is updating the list of Authorized Public Depositories, Financial Institutions and Broker/Dealer/Investment Advisors to include these 2 banks so the city can open a lock box to receive ambulance billing payments.

Recommend accepting the updated policy.

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

RESOLUTION NO. _____

**RESOLUTION REGARDING CITY OF GREENFIELD INVESTMENT POLICY AND
DESIGNATION OF PUBLIC DEPOSITORIES**

Statement of Intent

Whereas, it is the policy of the City of Greenfield to invest public funds in a legal and safe manner which will provide the highest investment return with regard for the maximum security while meeting the daily cash flow requirements of the City and conforming to applicable state and local statutes governing the investment of public funds. This resolution is to repeal Resolution Number 3480 adopted by the Common Council on June 18, 2014 and any other resolutions that may exist.

Specifically, this investment policy is intended to designate public depositories for City funds and establish a policy for investing. In addition, the policy will also outline the types of permissible City investments.

SCOPE

This policy applies to all funds under the authority of the City of Greenfield, Wisconsin (the "City") not immediately needed to meet operating expenses of the City. Specific funds covered under this policy include General, Special Revenue, Debt Service, Capital Projects, Sewer, Enterprise, Trust and Agency, and any newly created fund(s) unless specifically exempted. Financial assets of funds not under the authority of the City are administered in accordance with a separate policy.

I. GENERAL OBJECTIVES

1. SAFETY

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in individual investments and the overall portfolio. The objective will be to mitigate credit risk, interest rate risk and custodial risk.

a. Credit Risk

The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities permitted under Wisconsin Statutes Chapter 66.0603.
- The Common Council may by resolution approve the public depositories that are deemed appropriate for use under Wisconsin and Federal law.

- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- The maximum maturity of any individual security shall not exceed 5 years and the average weighted maturity of the investment portfolio shall not exceed 3 years.

c. Custodial Risk

The City will minimize custodial risk, which is the risk that in the event of a financial institution failure, the City's deposits may not be returned to it, by:

- Maintaining a list of public depositories, financial institutions, custodians, broker/dealers and investment advisors authorized to provide deposit and investment services.
- All public depositories, financial institutions, custodians, broker/dealers and investment advisors authorized to provide deposit and investment services, at our request, must supply as appropriate audited financial statements.

2. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investment portfolios will be structured so that securities mature concurrent with cash needs to meet anticipated demands. Alternatively, a portion of any portfolio may be placed in money market mutual funds or local government investment pools authorized and permissible under Wisconsin statutes which offer same-day liquidity for short term funds.

3. YIELD

Investment portfolios shall be designed with the objective of attempting to attain a market rate of return throughout budgetary and economic cycles, taking into account investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall generally be held until maturity with the following exceptions;

- A security with declining credit quality may be sold prior to maturity to minimize loss of principal.
- Liquidity needs of the City require a security or securities are sold prior to maturity.
- A security swap would improve the safety and yield of the overall portfolio.

With the exception of cash accounts, all investments will be selected on the basis of competitive quotations; at least two qualified institutions will be contacted each time an investment is placed.

II. STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by investment officials shall be the “prudent person” standard, which states “investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived” and shall be applied in the context of managing an overall portfolio.

Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely manner and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. Notwithstanding any other provision of law, the Finance Director (or other City employee in the absence of the Finance Director) who deposits public money in any authorized public depository, in compliance with Wisconsin statutes sec. 34.05 is, under the provisions of Wisconsin statutes sec. 34.06, relieved of any liability for any loss of public monies which results from the failure of any public depository to repay the public depositor the full amount of its deposits, thus causing a loss as defined in Wisconsin Statutes sec. 34.01(2).

2. Ethics and Conflicts of Interest

City officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. Delegation of Authority

Management and administrative responsibility for the investment program of the City is entrusted to the Finance Director under the directions of the Common Council. Individuals authorized to engage in investment transactions on behalf of the City are the Finance Director, the Mayor or those individuals designated by the Finance Director, Mayor or Common Council.

4. Authorized and Suitable Investments

Authorized investments include any investment stipulated in Wisconsin statute 66.0603 (1m).

- a) In accordance with Wisconsin statutes 34.01 (5) and 34.09 all Wisconsin banks, state or federal chartered, financial institutions which are members of the Federal Deposit Insurance Corporation (FDIC), as well as the Wisconsin local government pooled- investment fund, are authorized depositories

III. INTERNAL CONTROLS

The Finance Director shall establish a system of internal controls designed to prevent losses of City funds arising from fraud, misrepresentation by third parties, unanticipated changes in financial markets, employee error or imprudent actions by employees.

Internal controls shall address:

- Separation of transaction authority from accounting and record keeping.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Dual authorizations of wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Investment and interest earnings will be recorded in the City's accounting records based on generally accepted government accounting procedures.
- A monthly summary of all investment transactions will be prepared by the Finance Director for review by the Common Council.

IV. COLLATERALIZATION

Certificates of Deposit that exceed FDIC insurance limits and/or coverage limits specified in Wisconsin statutes 34.08(1)(2) shall require collateral valued at 102% of the principal and accrued interest. Conditions of the collateral arrangement will be detailed in a "Security Agreement" between the depository financial institution and the City. Collateral pledged to the City for this purpose will be held by a third-party custodian, in the City's name, and evidenced by a "Tri-Party" agreement between the depository financial institution, the City and the custodian. Evidence of ownership must be detailed in a safekeeping receipt supplied to the Finance Director. Collateral substitution(s) must be authorized by the City.

The City may also request collateral, under the same conditions as stated above, for any deposits at any financial institution that exceed FDIC insurance limits.

V. INVESTMENT PARAMETERS

Diversification

Investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer, industry or business sector, excluding U.S. Treasury obligations.
- Investing in securities with varying maturities.
- Continuously investing a portion of the investment portfolio in readily available funds such as local government investment pools, money market accounts or money market mutual funds permissible under state statute.

VI. REPORTING

The Finance Director shall present a monthly report on the investment program and investment activity to the Common Council. The report shall include a management summary displaying the status of the investment portfolio and transactions made over the previous month. The management summary shall be prepared in a manner that will allow the Common Council to determine if investment activities during the reporting period conform to this Investment Policy.

VII. POOLING OF CASH

Except where otherwise provided by the Common Council, the Finance Director is authorized to pool the cash of the funds identified in this policy to maximize investment earnings where it is advantageous and prudent to do so. Investment income will be allocated to the various funds based on the pro rata portion of each fund.

VIII. ADOPTION AND APPROVAL

By resolution, the Investment Policy shall be formally approved and adopted by the Common Council and reviewed as needed but at least every three years.

IX. LIST OF ATTACHMENTS

The following documents, as applicable, are attached to this policy;

- Glossary
- List of authorized personnel
- Relevant Wisconsin statutes and local ordinances
- List of authorized public depositories, financial institutions, broker/dealers and investment advisors

ADOPTED _____, 2025

APPROVED _____, 2025

Jennifer Goergen, City Clerk

Michael J. Neitzke, Mayor

GLOSSARY

Agencies: The debt securities of federal agencies which are owned entirely by the U.S. Government and have been authorized by the Treasury to issue this debt. Some carry a direct guarantee of the U.S. Government, while others carry an implied guarantee.

Bid: The price offered by a buyer of securities. When you are selling securities, you ask for a bid. (See offer.)

Broker: A broker brings buyer and sellers together for a commission.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for their own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery Versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits currently up to \$100,000 per deposit.

Federal Reserve System (Fed): The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Market Value: The price at which a security is trading and could presumably be

purchased or sold.

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase, which establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances etc.) are issued and traded.

Offer: The price asked by a seller of securities. When you are buying securities, you ask for an offer. (See bid.)

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: This standard states that investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Rate of Return: The yield obtainable on a security based on its purchase price.

Repurchase Agreement: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate for this. Exception: When the Fed is said to be doing repurchase agreements, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customer rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC): An agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Bills carry a maturity of up to one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

Treasury Notes: An interest bearing security issued by the U.S. Treasury to finance the national debt. Maturities can range from two to ten years.

Yield: The rate of annual income return on an investment expressed as a percentage.

List of Authorized Personnel

Mayor – Mike Neitzke

Finance Director/Treasurer – Paula Schafer

Assistant Finance Director – Tim Sowinski

Deputy Treasurer – Wendy Ruffert

Wisconsin State Statutes

Chapter 34.01(5)	Definitions - Public Depository
34.05	Designation of Public Depositories
34.06	Liability of Treasurers
34.09	Financial Institutions Eligible as Public Depositories
62.12(7)	City Depositories
66.0603(1M)	Investments

Authorized Public Depositories, Financial Institutions and Broker/Dealer/Investment Advisors

The following institutions, or successor entities, are designated as public depositories for the funds of the City of Greenfield as stated in 93-94 Wis. Stats 34.01(5) and 34.05(1).

- Associated Bank
- BMO Bank
- Chase Bank
- Ehlers Investment Partners
- Equitable Bank, SSB
- Great Midwest Bank
- Hinsdale Bank & Trust Company, N.A.
- Huntington Bank
- Johnson Bank
- MBIA (Muni Bond Investments Assurance Wisconsin Class)
- North Shore Bank
- Old National Bank
- Park Bank
- PNC Bank
- Pyramax Bank
- State of Wisconsin Local Government Investment Pool (LGIP)
- Tri-City National Bank
- US Bank
- US Bank Investment Services
- Waterstone Bank
- Wells Fargo Bank
- Westbury Bank
- Wintrust
- Wisconsin Bank & Trust

ACCOUNT CLASSIFICA AND FUNCTION		2024 ACTIVITY	2025 ORIGINAL BUDGET	2025 ACTIVITY THRU 06/30/25	REMAINING BUDGET
DESCRIPTION					
ESTIMATED REVENUES					
TAXES	TAXES	20,118,692	20,149,164	20,149,078	86.00
INTGOV	INTERGOVERNMENTAL	5,180,783	5,481,165	1,382,101	4,099,064.00
L&P	LICENSES AND PERMITS	1,180,958	994,850	388,486	606,364.00
FINES	FINES-FORFEITS-PENALTIES	829,351	810,000	500,105	309,895.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,926,168	2,076,100	1,124,661	951,439.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,513,623	1,464,233	613,962	850,271.00
MISC REV	MISCELLANEOUS REVENUE	876,464	627,372	378,097	249,275.00
OTH FIN	OTHER FINANCING SOURCES	8,548	1,083,167	80,000	1,003,167.00
TOTAL ESTIMATED REVENUES		31,634,587	32,686,051	24,616,490	8,069,561.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,160,238	4,209,141	2,163,727	2,045,414.00
PS	PUBLIC SAFETY	19,740,160	21,614,649	9,409,694	12,204,955.00
PW	PUBLIC WORKS	4,184,447	4,328,591	2,185,967	2,142,624.00
HHS	HEALTH AND HUMAN SERVICES	847,137	808,237	770,944	37,293.00
CRE	CULTURE, REC AND EDUCATION	1,336,805	1,471,105	603,775	867,330.00
PD	PLANNING AND DEVELOPMENT	175,653	239,328	84,331	154,997.00
OTHER	OTHER FINANCING SOURCES (USES)	767,077	15,000	15,000	
TOTAL APPROPRIATIONS		31,211,517	32,686,051	15,233,438	17,452,613.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		423,070		9,383,052	9,383,052.00
BEGINNING FUND BALANCE		10,250,851	10,673,928	10,673,928	
ENDING FUND BALANCE		10,673,921	10,673,928	20,056,980	

JUNE 2025
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,186,194.87	12/31/2001	variable		\$89.85	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,257,497.09	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	\$322,960.36					
Ehlers Investment Partnes X - 2022A X-3025	\$135,718.39					
Associated Bank Investments	\$6,909,821.37	3/15/2022	variable			
Totals	\$16,812,192.08				\$89.85	

LOCAL GOVERNMENT INVESTMENT POOL

June 2025 Statement

May Ending Balance	\$	45,607,053.22
0 Deposit (s) in June		-
0 Withdrawal(s) in June		-
June Interest Earnings @ 4.36%		163,397.00
TOTAL	\$	45,770,450.22

JULY 2025
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,186,284.72	12/31/2001	variable		\$92.85	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,312,748.63	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	\$325,247.89					
Ehlers Investment Partnes X - 2022A X-3025	\$136,574.22					
Associated Bank Investments	\$6,896,754.01	3/15/2022	variable			
Totals	\$16,857,609.47				\$92.85	

LOCAL GOVERNMENT INVESTMENT POOL

July 2025 Statement

June Ending Balance	\$	45,770,450.22
8 Deposit (s) in July		7,790,428.30
2 Withdrawal(s) in July		3,500,000.00
July Interest Earnings @ 4.36%		172,912.74
TOTAL	\$	50,233,791.26