



REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, November 18, 2025 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the November 4, 2025 Common Council minutes
- E. Mayor’s Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 1. Public Hearing on a Special Use Permit for Comfort Cove, a proposed personal wellness service and massage parlor, located at 5170 S. 76th St., Suite 504., submitted by Jalisia Williams, d/b/a Comfort Cove (Tax Key No. 650-8998-009) (PC-10/14/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Comfort Cove, a proposed personal wellness service and massage parlor, located at 5170 S. 76th St., Suite 504., submitted by Jalisia Williams, d/b/a Comfort Cove (Tax Key No. 650-8998-009) (PC-10/14/25 Kastner)
 - b. Approve a Site Review for Comfort Cove, a proposed personal wellness service and massage parlor, located at 5170 S. 76th St., Suite 504., submitted by Jalisia Williams, d/b/a Comfort Cove (Tax Key No. 650-8998-009) (PC-10/14/25 Kastner)
 2. Public Hearing on a Special Use Permit for Helping Hands Community Adult Day Program, a proposed service for the elderly and persons with disabilities, located at 11019 W. Layton Ave., submitted by Christopher Schvetz, d/b/a Helping Hands Community, LLC (Tax Key No. 612-8992-003) (PC-10/14/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Helping Hands Community Adult Day Program, a proposed service for the elderly and persons with disabilities, located at 11019 W. Layton Ave., submitted by Christopher Schvetz, d/b/a Helping Hands Community, LLC (Tax Key No. 612-8992-003) (PC-10/14/25 Kastner)
 - b. Approve a Site Review for Helping Hands Community Adult Day Program, a proposed service for the elderly and persons with disabilities, located at 11019 W. Layton Ave., submitted by Christopher Schvetz, d/b/a Helping Hands Community, LLC (Tax Key No. 612-8992-003) (PC-10/14/25 Kastner)
 3. Public Hearing on the Ordinance to adopt a Land Use Map amendment to the 2020 City of Greenfield Comprehensive plan for a portion of the property located on S. 92nd St. (no address) from Mixed Residential to Neighborhood Business/ Office (Tax Key No. 607-9981-007), submitted by Scott Yauck, d/b/a Cobalt Partners and Devin Bailey, d/b/a Chaput Land Surveys). (PC-10/14/25 Kastner)

- a. Approve the Ordinance to adopt a Land Use Map amendment to the 2020 City of Greenfield Comprehensive plan for a portion of the property located on S. 92nd St. (no address) from Mixed Residential to Neighborhood Business/ Office (Tax Key No. 607-9981-007), submitted by Scott Yauck, d/b/a Cobalt Partners and Devin Bailey, d/b/a Chaput Land Surveys. (PC-10/14/25 Kastner)
 - b. Approve the Ordinance to amend the official Greenfield Zoning Map by rezoning a portion of the property located on S. 92nd St. (no address) from Planned Unit Development District #3 to C-2 Community Commercial District (Tax Key No. 607-9981-007), submitted by Scott Yauck, d/b/a Cobalt Partners and Devin Bailey, d/b/a Chaput Land Surveys. (PC-10/14/25 Kastner)
4. Public Hearing on a Special Use Permit for a proposed health supplement store and a general merchandise store at Wellness Stores, an existing vape and tobacco business, located at 4969 S. 27th St., submitted by Ra'ed Atshan, d/b/a VCT in Greenfield (Tax Key No. 622-0006-000) (PC-10/14/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for a proposed health supplement store and a general merchandise store at Wellness Stores, an existing vape and tobacco business, located at 4969 S. 27th St., submitted by Ra'ed Atshan, d/b/a VCT in Greenfield (Tax Key No. 622-0006-000) (PC-10/14/25 Kastner)
 - b. Approve a Site Review for a proposed health supplement store and a general merchandise store at Wellness Stores, an existing vape and tobacco business, located at 4969 S. 27th St., submitted by Ra'ed Atshan, d/b/a VCT in Greenfield (Tax Key No. 622-0006-000) (PC-10/14/25 Kastner)
 5. Public Hearing on a Special Use Permit for Yummy Bowl, a proposed full-service restaurant, to be located at 4638 S. 76th St., submitted by Jiayin Weng, d/b/a Yummy Bowl (Tax Key No. 604-9972-000) (PC-10/14/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Yummy Bowl, a proposed full-service restaurant, to be located at 4638 S. 76th St., submitted by Jiayin Weng, d/b/a Yummy Bowl (Tax Key No. 604-9972-000) (PC-10/14/25 Kastner)
 - b. Approve a Site Review for Yummy Bowl, a proposed full-service restaurant, to be located at 4638 S. 76th St., submitted by Jiayin Weng, d/b/a Yummy Bowl (Tax Key No. 604-9972-000) (PC-10/14/25 Kastner)
- J. Old Business
1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Two members to the Civil Service Commission for terms to expire 5/1/27 (formerly David Podeszwa and Paul Leu)
- K. New Business
1. Adopt a resolution approving settlement of the claim of Morgan A. Czaplewski. (Geary)
 2. Approve application for a 2025-2026 Secondhand/Pawnbroker Article Dealer License received from TJC Group LLC, Christopher P Wall, Agent, for the property at 7477 W Layton Ave. (The Jewelry Center). Goergen)
 3. Approve applications for 2025-2026 operator licenses (Goergen)
 4. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Audio Workshop event on December 6, 2025, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)

5. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Snowball Shopping Event on December 12, 2025, from 12:00 PM to 9:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
6. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Holiday Gift Wrapping Event on December 13, 2025, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
7. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Photos with Santa Day event on December 20, 2025, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
8. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Women's Workshop event on January 17, 2026, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
9. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Kill Winter Event on January 31, 2026, from 9:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
10. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Whitnall High School Booster Fundraiser Event on February 14, 2026, from 9:00 AM to 9:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
11. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Daytona Beach Event on February 28, 2026, from 9:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
12. Adopt an ordinance creating Section 8.33 of the City of Greenfield Municipal Code regarding the impoundment of vehicles used in reckless driving. (Geary)
13. Request to approve the signing and acceptance of the State and Local Cybersecurity Grant Program (SLCGP) awarded to the City of Greenfield (Lemmers)
14. Approve a Special Use Review and Site Review for Autoplex, a general auto repair shop, to be located at 5454 W. Forest Home Ave., submitted by Patty Ortiz, d/b/a Autoplex MKE LLC (Tax Key No. 556-8985-001) (PC-11/11/25 Kastner)
15. Approve a Special Use Review and Site Review for Dunali Pizza, a proposed limited-service restaurant, to be located at 4751 S. 76th St., submitted by Nuvpreet Chauhan, d/b/a Dunali Pizza (Tax Key No. 616-8996-001). (PC-11/11/25 Kastner)

16. Approve a Special Use Review and Site Review for Taquería Los 3 Carnales, a proposed full-service restaurant and food truck home base, to be located at 4555 W. Forest Home Ave., submitted by Alfredo Cardenas Zapot, d/b/a Taquería Los 3 Carnales (Tax Key No. 531-2001-000) (PC-11/11/25 Kastner)
17. Approve an application for a 2025-2026 Combination "Class B" Fermented Malt Beverage and Liquor Retailer's Licence for Taqueria Los 3 Carnales LLC, Sandra Lopez, Agent, for the property at 4555 W. Forest Home Ave. (Los 3 Carnales Restaurant & Bar). Beer and liquor will be sold at the bar and tables. Beer will be stored in the coolers behind the bar and liquor on shelves behind the bar. Beer and liquor is stored in the back storage room, records stored in the office located at 4555 W. Forest Home Ave. (Goergen)
18. Approve a Certified Survey Map for a proposed lot line adjustment between 3380 S. 108th St. and 3260 S. 108th St., submitted by Jeanette Liesen, d/b/a LJI Holdings LLC and Michael Ratzburg, d/b/a raSmith (Tax Key Nos. 524-8978-003 and 524-8980-003) (PC-11/11/25 Kastner)
19. Approve Site, Landscaping, and Architectural Plans for proposed addition to Whitnall High School, located at 5000 S. 116th St., submitted by Todd Iverson, a representative for Whitnall School District, and Ryan Sands, d/b/a Bray Architects, Inc. (Tax Key No. 612-8978-007) (PC-11/11/25 Kastner)
20. Approve Site, Landscaping, and Architectural Plans for a proposed multi-tenant retail building, to be located at 4663 S. 51st St., submitted by Shayma Qasem, represented by Emad Nadi, d/b/a ETN Engineering (Tax Key No. 602-9976-001) (PC-11/11/25 Kastner)
21. Approve a Certified Survey Map for a proposed land division of a vacant parcel located on S. 92nd Street (no address), submitted by Scott Yauck, d/b/a Cobalt Partners and Devin Bailey, d/b/a Chaput Land Surveys (Tax Key No. 607-9981-007) (PC-10/14/25 Kastner)
22. Decision for City of Greenfield to enter into engagement letter for independent legal counsel to represent and serve the Police and Fire Commission
23. Discussion and decision to approve a Facility Use Agreement with The Ridge Community Church to provide a polling location for Wards 13-16 for 2026-2027 elections. (11/12/25 F&HR S. Saryan)
24. Discussion and decision to adopt a Resolution to move the polling location for Wards 13-16 from Whitnall High School, 5000 S. 116th Street, Greenfield, to The Ridge Community Church, 4500 S. 108th Street, Greenfield, for all elections in 2026-2027. (11/12/25 F&HR S. Saryan)
25. Discussion and decision to approve a vending machine agreement for City Hall with Bender Vending, LLC. (11/12/25 F&HR S. Saryan)
26. Decision to approve a resolution for the 2026 Non-Rep Resolution and Command Staff (11/12/25 F&HR S. Saryan)
27. Decision to amend the Employee Classification ordinance effective December 29, 2025 (11/12/25 F&HR S. Saryan)
28. Decision to memorialize the compensation package of the Municipal Judge (11/12/25 F&HR S. Saryan)
29. Approval of mileage reimbursements in the amount of \$612.64. (11/12/25 F&HR S. Saryan)
30. Approval of schedules of disbursements in the amount of \$1,661,134.36. (11/12/25 F&HR S. Saryan)

L. Items for future agenda

M. Adjourn

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

RESOLUTION NO. _____

Special Use Permit for Comfort Cove, a proposed personal wellness service and massage parlor, located at 5170 S. 76th St., Suite 504., submitted by Jalisia Williams, d/b/a Comfort Cove (Tax Key No. 650-8998-009)

WHEREAS, Jalisia Williams, d/b/a Comfort Cove, 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 Comfort Cove, a proposed personal wellness service and massage parlor, to be located at 5170 S. 76th St., Suite 504; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

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

1. The applicant, Jalisia Williams, d/b/a Comfort Cove, resides at 1112 S. 58th St., West Allis, WI 53214.
2. The applicant will rent a portion of the building owned by BR of Wisconsin LLC, P. O. Box 13125, Milwaukee, WI 53213.
3. Comfort Cove will occupy approximately 120 sq. ft. of the multi-tenant commercial building (“My Salon Suites”) located at 5170 S. 76th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

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

Tax Key No. 650-8998-009

Said land being located at 5170 S. 76th St.
4. The applicant is proposing to establish a personal wellness service and massage parlor within the 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 personal wellness services and massage parlors as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 76th St. corridor that is developed for commercial uses. Properties to the north, west, east, and south 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 Jalisia Williams, d/b/a Comfort Cove to establish Comfort Cove, a proposed personal wellness service and massage parlor, to be located at 5170 S. 76th St. Suite 504, be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on October 14, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Comfort Cove will be 9:00am to 5:00pm, Sunday through Tuesday.
4. Off-Street Parking. A total of 3 off-street parking stalls are required for Comfort Cove. The entire multi-tenant commercial building requires a total of 104 off-street parking spaces. The property will provide 47 off-street parking stalls. The Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty (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.

Jalisia Williams, d/b/a Comfort Cove

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 Helping Hands Community Adult Day Program, a proposed service for the elderly and persons with disabilities, located at 11019 W. Layton Ave., submitted by Christopher Schvetz, d/b/a Helping Hands Community, LLC (Tax Key No. 612-8992-003)

WHEREAS, Christopher Schvetz, d/b/a Helping Hands Community, 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 Helping Hands Community Adult Day Program, a proposed service for the elderly and persons with disabilities, to be located at 11019 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

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

1. The applicant, Christopher Schvetz, d/b/a Helping Hands Community, resides at 164 W. State St., Burlington, WI 53105.
2. The applicant will rent a portion of the multi-tenant commercial building owned by JFK Enterprises LLC, 669 Kettle Ridge, Colgate WI 53017.
3. Helping Hands Community Adult Day Program will occupy approximately 2,500 sq. ft. of the multi-tenant commercial building located at 11019 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3957, including easement, all being a part of the Northeast ¼ of Section 30, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 612-8992-003

Said land being located at 11015-11019 W. Layton Ave.

4. The applicant is proposing to establish a service for the elderly and persons with disabilities within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits services for the elderly and persons with disabilities 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 and west are developed for residential uses. Properties to the west, east, and south 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 Christopher Schvetz, d/b/a Helping Hands Community to establish Helping Hands Community Adult Day Program, a proposed service for the elderly and persons with disabilities, to be located at 11019 W. Layton Ave., be, and is hereby granted on the following grounds:

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

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

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on October 14, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Helping Hands Community Adult Day Program will be 8:00am to 3:00pm, Monday through Friday.
4. Off-Street Parking. A total of 14 off-street parking stalls are required for Helping Hands Community. The entire multi-tenant commercial building requires a total of 79 off-street parking spaces. The property will provide 47 off-street parking stalls. The Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty (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.

Christopher Schvetz, d/b/a Helping Hands Community

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. _____

Ordinance to adopt a Land Use Map amendment to the 2020 City of Greenfield Comprehensive plan for a portion of the property located on S. 92nd St. (no address) from Mixed Residential to Neighborhood Business/ Office (Tax Key No. 607-9981-007), submitted by Scott Yauck, d/b/a Cobalt Partners and Devin Bailey, d/b/a Chaput Land Surveys

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

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

WHEREAS, on October 11, 2025, the City of Greenfield Plan Commission by majority vote recommended that the Common Council approve an ordinance for the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan in compliance with the requirements of Sec. 66.1001(4)(b) of Wisconsin Statutes; and,

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing on November 18, 2025, upon a proposal to amend the Land Use Map to the City of Greenfield Comprehensive Plan; and,

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

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

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

PART I. The Greenfield Common Council, does by enactment of this ordinance, pursuant to Sec. 66.1001(4) of the Wisconsin Statutes, formally adopt the subject Land Use Map Amendment to the City of Greenfield Comprehensive Plan to redesignate the Future Land Use Map within the City's Comprehensive Plan (Chapter Three: Land Use) Mixed Residential to Neighborhood Business/ Office (no address) Greenfield, Milwaukee County, Wisconsin, (map attached as Exhibit A hereto and incorporated herein by reference) more particularly described as follows:

Part of Lot 2 of Certified Survey Map No. 9439, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin. Bounded and described as follows.

Commencing at the Northeast corner of the Southeast 1/4 of said Section; thence South 00°26'39" East along the East line of said 1/4 Section a distance of 691.13 feet to a point; thence South 88°17'01" West 55.01 feet to a point on the West line of South 92nd Street; thence South 00°26'39" East along said West line 597.15 to the point of beginning of lands hereinafter described; thence South 00°26'39" East along said West line 130.66 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 4949; thence South 88°15'17" West along said North line 243.80 feet to a point thence North 00°00'00" East 123.38 feet to a point; thence North 90°00'00" East 128.14 feet to a point; thence North 80°49'10" East 90.91 feet to a point; thence North 89°33'21" East 24.78 feet to a point on the West line of South 92nd Street and the point of beginning.

No Tax Key Number assigned.

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

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

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

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

APPROVED:

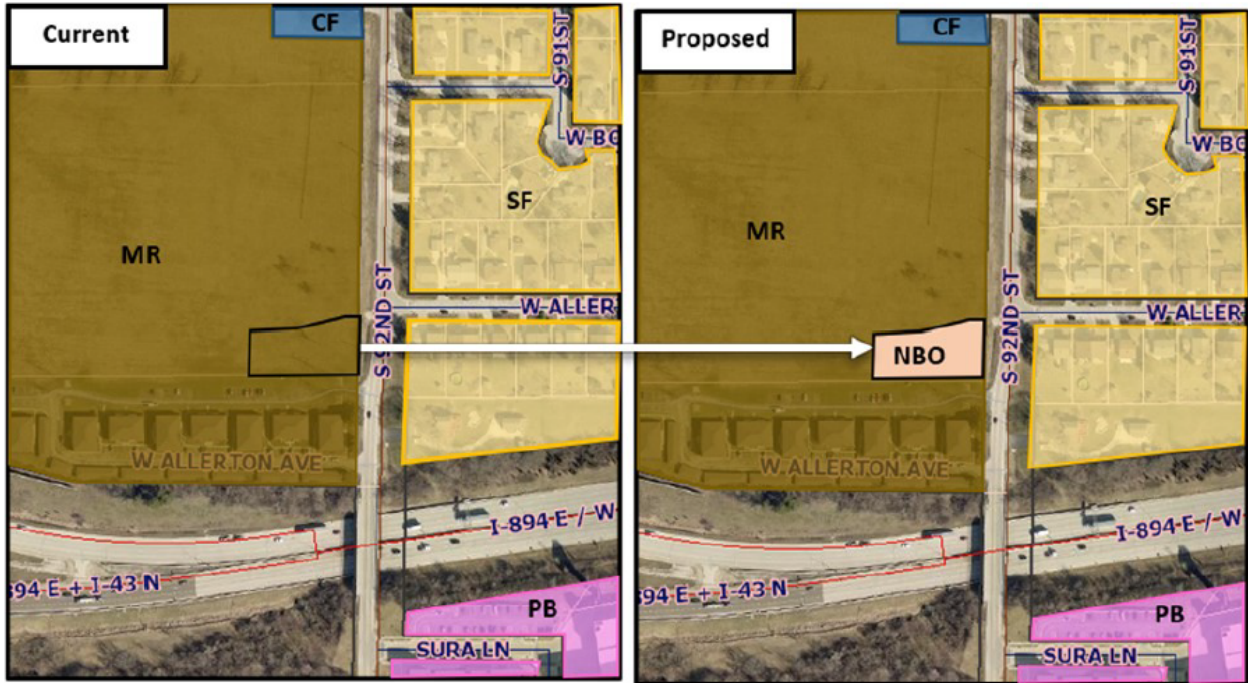
Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

Exhibit A: Land Use Map



S:\Planning\Plan Commission\2025\10-14-25\The Signature CSM & Rezone\Ordinance - Signature S. 92nd St. land use map amendment.docx

ORDINANCE NO. _____

Ordinance to amend the official Greenfield Zoning Map by rezoning a portion of the property located on S. 92nd St. (no address) from Planned Unit Development District #3 to C-2 Community Commercial District, submitted by Scott Yauck, d/b/a Cobalt Partners and Devin Bailey, d/b/a Chaput Land Surveys. (Tax Key No. 607-9981-007)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing in the Common Council Chambers of City Hall at Greenfield, Wisconsin, on Tuesday, the 18th day of November 2025, at 7:00 p.m. or soon thereafter, upon a proposal to rezone a portion of the property located on S. 92nd St. from PUD 3 - Planned Unit Development #3 to C-2 Community Commercial District; and,

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

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

PART I. The Official Greenfield Zoning Map described in Section 21.04.0102 of the Municipal Code is hereby amended to provide that the following described land shall be and is hereby rezoned from PUD 3 – Planned Development District #3 to C-2 Community Commercial District to-wit:

Part of Lot 2 of Certified Survey Map No. 9439, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin. Bounded and described as follows.

Commencing at the Northeast corner of the Southeast 1/4 of said Section; thence South 00°26'39" East along the East line of said 1/4 Section a distance of 691.13 feet to a point; thence South 88°17'01" West 55.01 feet to a point on the West line of South 92nd Street; thence South 00°26'39" East along said West line 597.15 to the point of beginning of lands hereinafter described; thence South 00°26'39" East along said West line 130.66 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 4949; thence South 88°15'17" West along said North line 243.80 feet to a point thence North 00°00'00" East 123.38 feet to a point; thence North 90°00'00" East 128.14 feet to a point; thence North 80°49'10" East 90.91 feet to a point; thence North 89°33'21" East 24.78 feet to a point on the West line of South 92nd Street and the point of beginning.

Said land contains approximately 30,123 square feet, or 0.69 acres of land, more or less, and is located at:

S. 92nd St. (no address or Tax Key Number assigned)

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 18th day of November, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

RESOLUTION NO. _____

Special Use Permit for a proposed health supplement store and a general merchandise store at Wellness Stores, an existing business, located at 4969 S. 27th St., submitted by Ra'ed Atshan, d/b/a VCT in Greenfield (Tax Key No. 622-0006-000)

WHEREAS, Ra'ed Atshan, d/b/a VCT in Greenfield, 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 add health supplement and general merchandise retail sales within Wellness Stores, an existing business located at 4969 S. 27th St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

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

1. The applicant, Ra'ed Atshan, d/b/a VCT in Greenfield, currently operates a business at 4969 S. 27th St., Greenfield, WI 53221.
2. The property is owned by Agya P. Sidhu, 5530 S. 92nd St., Hales Corners, WI 53130.
3. Wellness Stores will occupy the entirety of the approximately 4,000 sq. ft. of the commercial building located at 4969 S. 27th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 6 in Block 1 and vacant street adjacent on the East in Van Dyke Brothers Subdivision, being Subdivision of a part of the South 1/2 of the Northeast 1/4 of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 622-0006-000.

Said land being located at 4969 S. 27th St.

4. The applicant is proposing to add health supplement and general merchandise retail sales to the existing Wellness Stores business.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits health supplements and general merchandise retail sales 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. 27th St. corridor that is developed for commercial uses. Properties to the north, south, and east are developed as commercial. Properties to the west are developed as residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Ra'ed Atshan, d/b/a VCT in Greenfield to add health supplement and general merchandise retail sales to Wellness Stores, an existing business located at 4969 S. 27th 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 October 14, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Wellness Stores will be 8:00am to 10:00pm, daily.
4. Off-Street Parking. A total of 20 off-street parking stalls are required for Wellness Stores. The property will provide 17 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.

Ra'ed Atshan, d/b/a VCT in Greenfield

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 Yummy Bowl, a proposed full-service restaurant, to be located at 4638 S. 76th St., submitted by Jiayin Weng, d/b/a Yummy Bowl (Tax Key No. 604-9972-000)

WHEREAS, Jiayin Weng, d/b/a Yummy Bowl, 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 Yummy Bowl, a proposed full-service restaurant, to be located at 4638 S. 76th St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

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

1. The applicant, Jiayin Weng, d/b/a Yummy Bowl, resides at 1331 W. Windhill Dr., Palatine, IL 60067.
2. The applicant will rent the commercial building owned by CSM Family Holdings LLC, 500 Washington Ave. S. Suite 3000, Minneapolis, MN 55415.
3. Yummy Bowl will occupy the entirety of the approximately 5,300 sq. ft. of the commercial building located at 4638 S. 76th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Southwest 1/4 of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin, which is bounded and described as follows:

Commencing at a point in the South line of said 1/4 Section, 335 feet West of the Southeast corner of said 1/4 Section; thence North 872.87 feet to a point; thence South 88°07' West, 869.82 feet to the point of beginning of lands to be described; thence Westerly 121.27 feet to a point on the centerline of South 72nd Street; thence Northerly on and along said centerline, 145.06 feet to a point; thence Easterly 117.01 feet to a point; thence Southerly 125 feet to the point of beginning. Excepting therefrom the westerly 30 feet and the southerly 30 feet for public street purposes.

Tax Key No. 604-9972-000.

Said land being located at 4638 S. 76th St.

4. The applicant is proposing to establish a full-service restaurant within the existing commercial building.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits full-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 76th St. corridor that is developed for commercial uses. Properties to the north, south, and west are developed as commercial. Properties to the east are developed as multi-family residential.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Jiayin Weng, d/b/a Yummy Bowl to establish Yummy Bowl, a proposed full-service restaurant, to be located at 4638 S. 76th 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 October 14, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Yummy Bowl are 10:30am to 9:30pm, Monday through Thursday, 10:30am to 10:00pm, Friday and Saturday, and 11:00am to 9:00pm Sunday.
4. Off-Street Parking. A total of 80 off-street parking stalls are required for Yummy Bowl. The property will provide 130 off-street parking stalls.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty (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.

Jiayin Weng, d/b/a Yummy Bowl

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

COMMON COUNCIL OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION APPROVING SETTLEMENT OF THE CLAIM OF MORGAN A.
CZAPLEWSKI

WHEREAS, the Claimant, Morgan A. Czaplewski, submitted a claim with the City on or about October 31, 2025; and,

WHEREAS, the Claimant alleged that, on or about July 16, 2025, her camper, which was then legally parked in the 3400 block of W. Alvina Avenue, in the City of Greenfield, was struck and damaged by a lawn mower being operated by a City empoloyee; and,

WHEREAS, the City Attorney has reviewed the facts and circumstances relating to the claim and recommends that, without admitting any negligence, the Common Council approve a settlement of the claim for \$835.00; and,

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

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that a settlement of the claim filed by Morgan A. Czaplewski, received on October 31, 2025, and relating to a loss allegedly occurring on July 16, 2025, is hereby approved in an amount of **\$835.00**; and,

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

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

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2025.

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

Jennifer Goergen, City Clerk

**CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS**

11/14/2025

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Dana Marie Dziadowicz	5867 Oriole LN	Greendale, WI 53129
James Jerome Grabowski	8660 Ventana DR #3602	Oak Creek, WI 53154
Karla De Jesus Martinez	909 E Michigan ST	Milwaukee, WI 53202
Meghan Christine Reichl	5334 W Norwich ST	Milwaukee, WI 53220
Sabrina Phalangvanh	4121 S 103rd ST	Greenfield, WI 53228

ORDINANCE NO: _____

AN ORDINANCE CREATING SECTION 8.33 OF THE CITY OF GREENFIELD
MUNICIPAL CODE REGARDING THE IMPOUNDMENT OF VEHICLES USED IN
RECKLESS DRIVING.

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

PART I. Section 8.33 of the Municipal Code is hereby created to read as follows:

“8.33 - Impoundment of vehicles for reckless driving.

- (1) *Law enforcement officers authorized.* Per 349.115, Stats., city police officers are authorized, at their discretion, to impound any vehicle used in the commission of a violation of Wis. Stat. § 346.62, or a local ordinance in strict conformity with Wis. Stat. § 346.62, at the time of issuing a citation or making an arrest for the offense.
- (2) *Length of impoundment.* The vehicle can be impounded until the reasonable costs of impounding the vehicle, including towing or other transportation costs and storage costs, and until any outstanding fines or forfeitures owed by the owner of the vehicle are fully paid. After payment of the above listed costs and fine or forfeiture amounts, the vehicle shall be returned to its owner.
- (3) *Identification of Stolen Vehicles.* Upon impounding a vehicle under sub. (1), a police officer shall make a reasonable effort to determine if the vehicle has been reported as stolen. If the officer determines that the vehicle has been reported as stolen, the officer or police department shall make a reasonable attempt to contact the vehicle owner. Notwithstanding sub. (2), the political subdivision shall return to its owner a vehicle reported as stolen and impounded under sub. (1) without the payment of a fee or charge. If a vehicle reported as stolen remains unclaimed for more than 60 days after impoundment, the city may dispose of the vehicle following the same procedure as provided for disposing of an abandoned vehicle under Wis. Stat. § 342.40.
- (4) *Disposal.* If the vehicle remains impounded and is unclaimed after 90 days after the disposition of the charge for which the vehicle was impounded, the vehicle may be disposed of in the same manner provided in Wis. Stat. § 342.40 for disposing of an abandoned vehicle.”

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: Tim Lemmers

Date Introduced:

RELATING TO: Request to approve the signing and acceptance of the State and Local Cybersecurity Grand Program (SLCGP) awarded to the City of Greenfield

SUMMARY:

The City of Greenfield applied for and was granted funds in the amount of 33,160.50 to upgrade and expand our multifactor authentication capabilities to continue to be able to properly secure city resources for access both inside the building and for users accessing systems remotely. Please see the attached grant award letter for more information.

Recommendation: Please approve the request to sign the grant and accept the contract.

ATTACHMENTS: KEY ISSUES BACKGROUND RESOLUTION FISCAL NOTE
MOTION OTHER



wem.wi.gov

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



dma.wi.gov

September 30, 2025

Tim Lemmers, IT Manager
Greenfield Police Department
5300 West Layton Avenue
Greenfield, WI 53220-4098

RE: State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system
WEM Grant Number: 2023-SLCGP-01-14207

To Whom It May Concern:

Congratulations! Wisconsin Emergency Management has approved a grant award pursuant to the State and Local Cybersecurity Grant Program (SLCGP) to City of Greenfield in the amount of **\$33,160.50**. These funds represent the Federal share of project costs. WEM administers the funds on behalf of the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement and the federal assurances, Exhibit F of this packet. **Once signed, return one copy to WEM via email to marc.couturier@widma.gov and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Marc Couturier, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Engle", written over a horizontal line.

Greg Engle, Administrator
Wisconsin Emergency Management

State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding
State & Local Cybersecurity Grant Program/Update and replace existing limited MFA
system
2023-SLCGP-01-14207

This subaward grant agreement (Agreement) is made between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **City of Greenfield** (the Grantee). The Agreement sets forth the terms and conditions of the award to Grantee of grant funds (Grant Funds) for the project described in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

1. The Grantee agrees to execute the project consistent with the purposes and conditions of the objectives that it has agreed to attain within the grant period set forth in Exhibit A, as submitted in an application approved by WEM and referred to in Exhibit A.
2. The Grantee shall comply with the applicable rules, regulations, limitations, terms and conditions set forth in Exhibits A – F of this this Agreement, which are incorporated by reference into this Agreement. All references to “Agreement” in any of the Exhibits refer to this one-page document.
 - a. *Exhibit A, Approved Award*
 - b. *Exhibit B, WEM Standard Terms and Conditions*
 - c. *Exhibit C, Special Conditions and Additional Monitoring*
 - d. *Exhibit D, Acknowledgement Notice*
 - e. *Exhibit E, Federal Terms and Conditions*
 - f. *Exhibit F, Federal Assurances*
3. WEM has no obligation to pay any portion of the federal government’s share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under this Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under this Agreement.
4. The provisions of the Agreement document and its exhibits, and any documents attached to or referenced in any of them, constitute the entire Agreement between the Parties and supersede any prior agreement between them related to the subject matter of this Agreement.
5. The individuals executing this Agreement represent that they have the authority to sign it on behalf of and bind their respective Parties.

THE PARTIES EXECUTE THIS AGREEMENT BY THEIR SIGNATURES BELOW.

State of Wisconsin

Grantee

Wisconsin Department of Military Affairs,
 Division of Emergency Management (WEM)

City of Greenfield

Authorized Representative

Authorized Representative

Name: Greg Engle

Name: Michael Neitzke

Title: WEM Administrator

Title: Mayor

Signature:  _____

Signature: _____

Date: 10/01/2025

Date: _____

WEM Grant Agreement 2023-SLCGP-01-14207

Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: **Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)**

Assistance Listing Number (ALN) or State Identification Number: **97.137**

Federal Award Identification Number (FAIN): **EMW-2023-CY-00052**

Federal Award Date: **12/1/2023**

Funding Award Description: The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

Notice of Funding Opportunity: **State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding**

Approved Award Information

Award date: September 30, 2025

Grantee: City of Greenfield UEI: VHJ1RJ5BMNY1

Project Title: State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system

Grant Period: From October 1, 2025 To August 31, 2027

Grant Number: 2023-SLCGP-01-14207 Award Amount: \$33,160.50

Project Director: Tim Lemmers, IT Manager; Greenfield Police Department

Project Summary: Install MFA solution for all users of City of Greenfield IT systems. This will include internal and external access to IT systems by using a credential device (yubikey) to allow better logging and insight.

Approved Award Budget

<u>Budget Cost Category</u>	<u>Local Match</u>	<u>Award</u>
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		\$5,000.00
Supplies & Operating Expenses		
Consultants/Contractual		\$28,160.50
Other		
Indirect		
Sum		\$33,160.50
TOTAL APPROVED BUDGET		\$33,160.50

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article I. Conditions of the Parties' Obligations

The Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of WEM shall serve to revise or terminate the Agreement, except as further agreed to by the parties. WEM and the grant recipient (Grantee) understand and agree that no clause, term, or condition of the Agreement shall be construed to supersede the lawful powers or duties of either party.

Article II. Applicable Rules and Regulations

The Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the approved application; the laws, rules, regulations, and State executive orders governing grants and cooperative agreements; the Standard Terms and Conditions, and the Agreement, including responsibility for complying with any provisions included in the award. Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Agreement. The Grantee must comply with all requirements set forth in the program NOFO.

Article III. Adherence to Original Project Objectives and Budget Estimates

The Grantee is responsible for any commitment or expenditure it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowed if incurred after the date of the award, and only with the written approval of the authorized official or delegate.

Article IV. Allowable Activities and Costs

Only activities and expenses that are included in the approved award application are allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. Costs must match the grant's approved application, must be incurred and obligated (purchase order issued, class scheduled) within the performance period, and payment made within 30 days of the grant period end date.

Article V. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article VI. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the Agreement its execution, including changes to the period of performance, the Agreement or any exhibits or other attached documents, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award. Failure to agree to a renegotiated Agreement under these circumstances is cause for WEM to terminate this Agreement.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article VII. Prior Approval and Modifications

All activity and the corresponding expenses must be approved prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following require WEM's advance written approval:

- (a) Changes to key personnel.
- (b) Changes to the grant period (submitted prior to the approved end date of the grant).
- (c) Changes to the scope, objectives, performance measures, or intent of the approved award.
- (d) Changes to the budget do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the Grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the Grantee.

Article VIII. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

Article IX. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article X. Payments and Closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the Grantee was not proper after the payment has been made, WEM will notify the Grantee of recoupment in writing after which the Grantee has 30 days to repay WEM or appeal the decision.

Article XI. Monitoring

Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed. Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period. Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XII. Maintaining, Retaining, and Access to Records

All grantees, recipients, subrecipients, subgrantees, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Grantee must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Grantee must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, WEM, and/or other funding agencies including access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities and personnel.

Article XIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XIV. Establishment of Safeguards

The grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wis. Stats. §§ 946.10 and 946.13.

Article XV. Nondiscrimination

In connection with the performance of work under the Agreement the Grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Apart from sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The grantee agrees to post in conspicuous places available for employees and candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article XVI. Liability

The State of Wisconsin, the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the Grantee, or to any individuals or entities with whom the Grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the Grantee for services rendered pursuant to the Award Agreement. The grantee agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees harmless from all claims or causes of action arising from the performance of this award by the Grantee or grantee's agent or employees.

Article XVII. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article XVIII. Noncompliance and Remedial Measures

Submission of an application constitutes the Grantee's designated project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If required statistical data, reports, and other required information are not submitted when due, WEM may withhold all payments that otherwise would be paid to the Grantee under the Agreement until such time as the reports and information are submitted. The Grantee shall provide written notice to WEM of all instances of noncompliance with the terms of the Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance and a plan to correct the noncompliance.

Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination of the Agreement. If WEM determines that noncompliance with the Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including the following:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- (ii) Impose additional conditions including additional monitoring and reporting requirements.
- (iii) Disallow all, or part of, the cost of the activity or action not in compliance.
- (iv) Wholly or partly suspend or terminate the Agreement.
- (v) Temporarily having others perform and receive reimbursement for the services to be provided under the Agreement.
- (vi) Withhold or require enhanced monitoring of future awards given to the Grantee.
- (vii) Take other remedies necessary to protect the interests of the State.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XIX. Dispute Resolution and Appeal

For any disputes between WEM and the Grantee under the Agreement, the following process will be the exclusive administrative review:

- (a) *Informal review:* The WEM Grant Program Manager and the Grantee will attempt to resolve the dispute. If a dispute is not resolved at this stage, then a written statement of the adverse determination will be provided to the Grantee.
- (b) *Appeal review:* The Grantee may appeal the adverse determination by submitting a request to appeal within thirty (30) days following the receipt of the adverse determination. The WEM Bureau Director will review the request and issue a written determination within 30 days after receiving the request. The Grantee's request to appeal must include the following:
 - (i) Detail the nature of the disagreement.
 - (ii) Provide justification.
 - (iii) Provide additional documentation to support their justification.
- (c) *Final review:* The Grantee may advance a failed appeal by submitting a request to the Bureau Director within 30 days of receiving their appeal determination. The Bureau Director will escalate the appeal request to the WEM Administrator for review and final determination.

Article XX. Repayment to WEM

Notwithstanding any other provision in Exhibit B, WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under the Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under the Agreement.

WEM shall be entitled to a refund for goods or services paid for, if the goods or services were not received, implemented, or are affected by termination of the Agreement. The refund shall be paid or appealed within thirty (30) days of a written notice of recoupment to the Grantee.

Article XXI. Order of Precedence

Any inconsistency or conflict in the Agreement, the Notice of Funding Opportunity, the WEM Standard Terms and Conditions, and special conditions, including any Federal Notice of Funding Opportunity or Federal terms and conditions, will be resolved in accordance with the term or condition that is the stricter of the two.

If the provisions of the one-page document referred to as the Agreement and any of its exhibit or other attached documents conflict, provisions required by law or federal requirements will take precedence. Otherwise, the order of precedence of provisions, from first to last, is as follows:

- (i) Exhibit D, Federal terms and conditions, if applicable,
- (ii) The Agreement
- (iii) Exhibit B, WEM Standard Terms and Conditions, to the Agreement
- (iv) Exhibit A, Approved Award and application.
- (v) Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XXII. Termination of Agreement

- (a) *General.* Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Except as provided in Article XXI, Repayment to WEM, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by WEM and are not subject to termination of the Agreement. Compensation for partially completed services, when available, shall at the sole discretion of WEM, be no more than the percentage of completion of the services requested, at the sole discretion of WEM, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of WEM, the Grantee may be compensated for the actual service hours provided.
- (b) *Basis.* The Agreement may be terminated in whole or in part on the following basis:
- (i) *Termination for Non-appropriation:* WEM reserves the right to cancel the Agreement at will in whole or in part without penalty effective upon delivery of written notice to the Grantee, under any of the following conditions:
- 1) If the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds, rescinds appropriated funds, reduces funds to levels no longer sufficient to allow for goods or services to meet program objectives, revokes WEM's authority to obligate or receive funds necessary to complete the agreement, or deobligates funds in whole or in part.
 - 2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the or are no longer eligible for the funding proposed for payments by this grant.
- (ii) *Termination for Cause.* WEM may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure within that 30-day period.
- (iii) *Termination or Convenience:* The Grantee may terminate this Agreement for convenience at any time by providing WEM a written notice at least 30 days prior to the desired date of termination. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
- (iv) *Cancellation:* WEM reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to remedy if the Grantee:
- 1) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
 - 2) Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, thirty (30)-day notice or make an assignment for the benefit of creditors;
 - 3) Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 4) Incurs a delinquent Wisconsin tax liability;
 - 5) Fails to follow state or federal laws applicable to the Grantee.
 - 6) Becomes a federally debarred Grantee or excluded from federal procurement and non-procurement Agreements;
 - 7) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement; or
 - 8) Grantee performance threatens the health or safety of a state employee or state customer.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit C – Special Conditions and Additional Monitoring

Grantee:	City of Greenfield	Award Date:	September 30, 2025
Project Title:	State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system		
Grant No.:	2023-SLCGP-01-14207		

1. Nationwide Cybersecurity Review (NCSR)

Grant recipients must complete the Nationwide Cybersecurity Review (NCSR) prior to grant close Year 1 and then annually for each year funding is approved. The NCSR It is available each year from October through February at <https://www.cisecurity.org/ms-isac/services/ncsr>.

2. Cyber Hygiene Services

Grant recipients must sign up for free cyber hygiene services through CISA: <https://www.cisa.gov/cyber-hygiene-services>.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit D – Acknowledgement Notice

ACKNOWLEDGEMENT NOTICE

Recipient: **City of Greenfield** Date: **September 30, 2025**
Grant No. **2023-SLCGP-01-14207**
Project Title: **State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system**

The following regulations and obligations (referenced below) apply to your grant award.

PROGRESS REPORTS must be submitted on a scheduled basis into the Egrants system. Narrative reports on the status of your project are due on:

<u>2/12/2026</u>	<u>8/12/2026</u>	<u>2/12/2027</u>	<u>8/12/2027</u>
<u>9/30/2027 Final</u>			

PROGRESS REPORTS NOTE: Quarterly Reports due 04/12 include January, February and March program activity.
Quarterly Reports due 07/12 include April, May and June program activity.
Quarterly Reports due 10/12 include July, August and September program activity.
Quarterly Reports due 01/12 include October, November and December program activity

Reimbursements and grant modifications will be held if there are late program reports.

FINANCIAL REPORTS must be submitted on a scheduled basis into the Egrants system. The Egrants job aid “Submitting a Fiscal Report” may be found at <https://dma.wi.gov/DMA/wem/grants/admin-tools>. Financial reports on the status of your project are due in Egrants on:

<u>2/12/2026</u>	<u>8/12/2026</u>	<u>2/12/2027</u>	<u>8/12/2027</u>
<u>9/30/2027 Final</u>			

INVENTORY REPORT should reflect final inventory in your records. All equipment purchases must be received, paid for, installed, and deployed before submitting report. Report is due in Egrants on or before:

<u>Final</u>			
--------------	--	--	--

- Complete and return a *W-9 Taxpayer Identification Number Verification Form* (enclosed).
- OTHER: _____

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

_____, Project Director

Exhibit D – Acknowledgement Notice

Date

WEM Grant Agreement 2023-SLCGP-01-14207

Exhibit E – DHS Terms and Conditions

Article I - Summary Description of Award

The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of \$7,666,939 for the state of Wisconsin. Of this amount, up to \$383,347 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$1,916,735 is the required cost share.

The terms of the approved Investment Justification(s) and Project Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate

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backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as

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amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

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Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding

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agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

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The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant

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guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

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Exhibit F - Federal Assurances for Non-Construction Programs

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

<ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), which prohibits discrimination on the basis of sex; 	<p>(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
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WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit F - Federal Assurances for Non-Construction Programs

<p>9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.</p> <p>10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).</p>	<p>12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).</p> <p>14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.</p> <p>15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.</p> <p>16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.</p> <p>17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.</p> <p>18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.</p>
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION Greenfield Police Department	DATE SUBMITTED

RESOLUTION NO. _____

Special Use Permit for Autoplex, a general auto repair shop, to be located at 5454 W. Forest Home Ave., submitted by Patty Ortiz, d/b/a Autoplex MKE LLC (Tax Key No. 556-8985-001)

WHEREAS, Patty Ortiz, d/b/a Autoplex MKE 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 approve Autoplex, a general auto repair shop, to be located at 5454 W. Forest Home Ave.; and,

WHEREAS, after due notice, the application was placed on the agenda for the Common Council meeting on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers; and,

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

1. The applicant, Patty Ortiz, d/b/a Autoplex MKE LLC, has a business located at 5130 W. Forest Home Ave., Milwaukee WI 53219.
2. The applicant owns the property.
3. Autoplex will occupy both buildings on the property located at 5454 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 2325, being a part of the Southwest 1/4 of Section 14, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin. Excepting that part lying within the City of Milwaukee.

Tax Key No. 556-8985-001.

Said land being located at 5454 W. Forest Home Ave.

4. The applicant is seeking approval to operate Autoplex, a general auto repair shop, within the two existing commercial buildings.
5. The aforesaid premises are zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits general auto repair shops 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 the W. Forest Home Ave. commercial corridor. Properties to the north and south are developed for residential uses. The properties to the east and west 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 Patty Ortiz, d/b/a Autoplex MKE LLC, to establish Autoplex, a general auto repair shop, to be located at 5454 W. Forest Home 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 November 11, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to any required 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 Autoplex will be 8:00am to 7:00pm, daily.
4. Off-Street Parking. A total of 32 off-street parking stalls are required for Autoplex. The property will provide 28 off-street parking stalls. Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Patty Ortiz, d/b/a Autoplex MKE 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 Dunali Pizza, a proposed limited-service restaurant to be located at 4751 S. 76th St., submitted by Nuvpreet Chauhan, d/b/a Dunali Pizza (Tax Key No. 616-8996-001).

WHEREAS, Nuvpreet Chauhan, d/b/a Dunali Pizza, 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 operate Dunali Pizza, a proposed limited-service restaurant, located at 4751 S. 76th St.; and,

WHEREAS, after due notice, the application was placed on the agenda for the Common Council meeting on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers; and,

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

1. The applicant, Nuvpreet Chauhan, d/b/a Dunali Pizza, resides at 2668 W. Maple Leaf Ln., Apt 106, Oak Creek WI 53154.
2. The applicant will rent a portion of the multi-tenant property owned by 4739 S 76th LLC, 833 N. Jefferson St., Milwaukee, WI 53202.
3. Dunali Pizza will occupy approximately 2,000 sq. ft. of space within the multi-tenant commercial building located at 4739 S. 76th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Northeast $\frac{1}{4}$ of Section 28, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point 470 feet West of and 360.30 feet South of the Northeast $\frac{1}{4}$ of said $\frac{1}{4}$ Section; thence North, 92 feet to a point; thence East, 160 feet to a point; thence South, 21 feet to a point; thence East, 88 feet to a point; thence North, 21 feet; thence East to the East line of said $\frac{1}{4}$ Section; thence South along said $\frac{1}{4}$ Section line, 167 feet to a point; thence West, 470 feet to a point; thence North, 75 feet to the point of beginning. Excepting therefrom the East 60 feet for public street purposes.

Tax Key No. 616-8996-001

Said land being located at 4739-4751 S. 76th St.

4. The applicant is proposing to establish a limited-service restaurant within the existing multi-tenant commercial building.

5. The aforesaid premises are zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along S. 76th St. that is developed for commercial uses. Properties to the east, south, west, and north are developed for commercial use.

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 Nuvpreet Chauhan, d/b/a Dunali Pizza, to establish Dunali Pizza, a proposed limited-service restaurant, to be located at 4751 S. 76th 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 November 11, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Dunali Pizza will be 11:00am to 12:00am (midnight), daily.
4. Off-Street Parking. A total of 10 off-street parking stalls are required for Dunali Pizza. The entire multi-tenant commercial building requires a total of 53 off-street parking spaces. The property will provide 96 off-street parking stalls.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation

thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

Nuvpreet Chauhan, d/b/a Dunali Pizza

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 Taquería Los 3 Carnales, a proposed full-service restaurant and food truck home base, to be located at 4555 W. Forest Home Ave., submitted by Alfredo Cardenas Zapot, d/b/a Taquería Los 3 Carnales (Tax Key No. 531-2001-000)

WHEREAS, Alfredo Cardenas Zapot, d/b/a Taquería Los 3 Carnales, 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 Taquería Los 3 Carnales, a proposed full-service restaurant and food truck home base, located at 4555 W. Forest Home Ave.; and,

WHEREAS, after due notice, the application was placed on the agenda for the Common Council meeting on November 18, 2025, at 7:00 p.m. or soon thereafter, in the Common Council Chambers; and,

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

1. The applicant, Alfredo Cardenas Zapot, d/b/a Taquería Los 3 Carnales, resides at 2489 S. 5th Pl., Milwaukee WI 53207.

2. The property is owned by SCF RC Funding I, LLC, located at 47 Hulfish St., Suite 200, Princeton NJ 08542.

3. Taquería Los 3 Carnales will occupy the entirety of the 2,500 sq. ft. commercial building located at 4555 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 9506, being a part of the Northeast 1/4 of Section 14, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin. Tax Key No. 531-2001-000.

Said land being located at 4555 W. Forest Home Ave.

4. The applicant is proposing to establish a full-service restaurant and food truck home base within the existing commercial building.

5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits full-service restaurants and mobile food services as Special Uses, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Alfredo Cardenas Zapot, d/b/a Taquería Los 3 Carnales, to establish Taquería Los 3 Carnales, a full-service restaurant and food truck home base, located at 4555 W. Forest Home 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 November 11, 2025 and by the Common Council on November 18, 2025. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Taquería Los 3 Carnales, will be 7:00am to 11:00pm, daily.
4. Off-Street Parking. A total of 25 parking spaces are required. The property will provide 40 off-street parking stalls.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

Alfredo Cardenas Zapot, d/b/a Taquería Los 3 Carnales

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



Committee: Finance & Human Resources

Item Number:

Introduction By: Jennifer Goergen

Date Introduced: November 12, 2025

RELATING TO:

Discussion and decision to approve a Facility Use Agreement with The Ridge Community Church to provide a polling location for Wards 13-16 for 2026-2027 elections.

SUMMARY: Our Whitnall High School polling location, which serves Wards 13-16, must be moved temporarily due to various construction projects planned for the school starting in 2026 through 2027. We will temporarily relocate this polling location to The Ridge Community Church, 4500 S. 108th Street in Greenfield for our 2026-2027 election cycle.

The Wisconsin Elections Commission approved our polling place assessment for The Ridge Community Church, so it can be used as a polling location, as the facility meets the necessary requirements.

The Facility Use Agreement was approved by The Ridge Community Church on October 16, 2025, but the city still must approve the agreement. The agreement allows the city to lease the main entrance lobby area at The Ridge Community Church and to use it as a polling location for voting for all elections in 2026 and 2027. Details are outlined in the agreement.

The location is conveniently located for voters within their Aldermanic District 3 neighborhood and offers sufficient parking. Approval is recommended.

The Ridge Community Church pastor and staff have been very accommodating, as they are happy to help us out by offering our voters a convenient polling location while Whitnall High School is under construction.

Voters will be notified of this change as follows: If there is February Primary, postcards will mail out to voters the week of January 19th, or the first week of March if there is not a Primary. A second mailing will go out to voters mid-September ahead of the November election. Additional notifications will include website updates and a newsflash posting for the duration of 2026; notices in all city newsletters, city's social media, city's slide show at city buildings, signs posted at Whitnall High school, as well as a trailer board sign indicating voting is at The Ridge Community Church on Election Days.

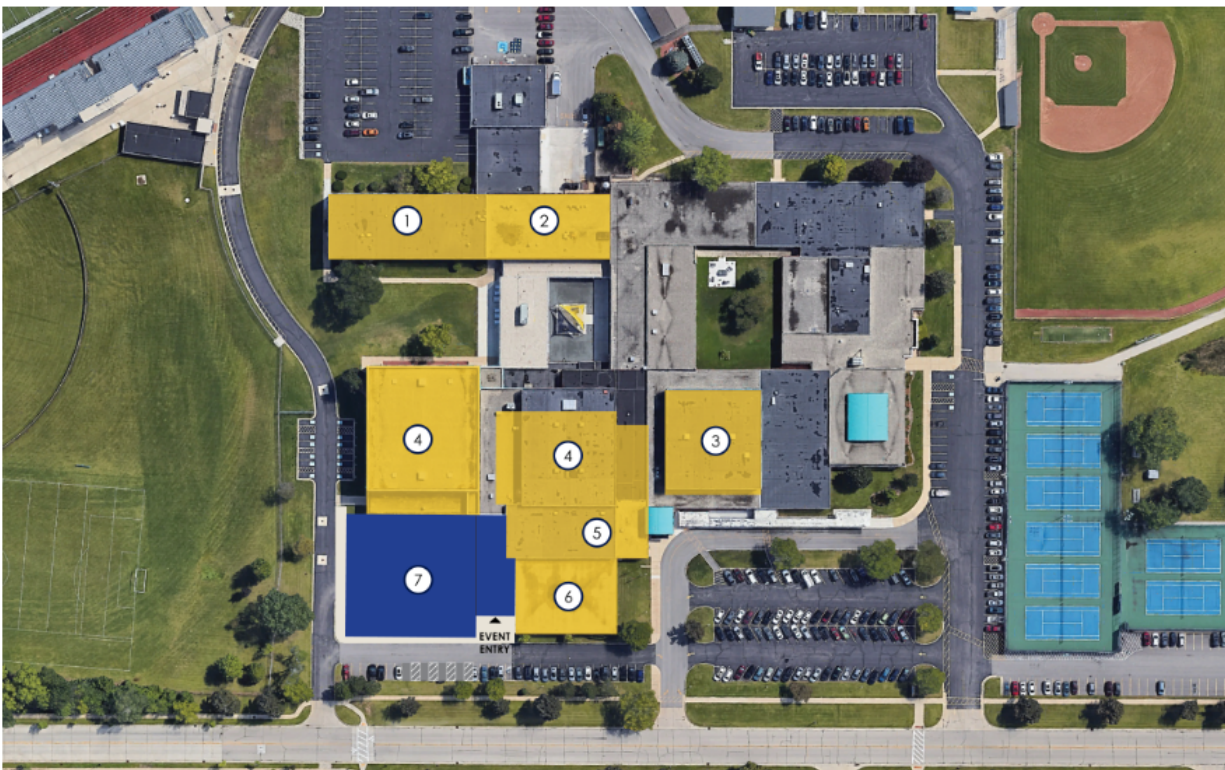
ATTACHMENTS: KEY ISSUES ___ BACKGROUND RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER ___

Whitnall High School Construction 2026-2027

1. Renovate science labs
2. Renovate the kitchen
3. Update auditorium
4. Update gymnasium
5. Renovate locker rooms and restrooms
6. Renovate current pool into a weights and fitness area, wrestling room, and multi-purpose space
7. Build a new 8-lane competition pool with diving boards and spectator seating

The project would also:

- Replace major building systems, including air handling units, chiller, and emergency generator
- Replace aging roof sections
- Replace windows and wall panels to improve energy efficiency



WHS Site Plan

CITY OF GREENFIELD
FACILITY USE AGREEMENT
WITH THE RIDGE COMMUNITY CHURCH
FOR USE OF THE MAIN ENTRANCE LOBBY AREA FOR VOTING

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE RIDGE COMMUNITY CHURCH AS FOLLOWS:

This rental agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The Lessor, The Ridge Community Church, and the Lessee, City of Greenfield (hereinafter "the City") wish to rent out rooms at The Ridge Community Church facility on Election Days for voting. As consideration for this agreement, The Ridge Community Church to lease to the City the main entrance lobby area located in The Ridge Community Church, 4500 S. 108th St., Greenfield, WI 53228, on each Election Day as set forth below.

1. Premises Leased

- a. Upon the terms and conditions of this lease ("Lease"), The Ridge Community Church has granted and the City has accepted a right for use and occupancy of the main entrance lobby area for the City to use for voting during Election Days, as set forth in Section 4, Term, herein.
- b. This Lease is made with the understanding that the City and the public who participate in voting shall have reasonable rights of ingress and egress to the main entrance lobby area and access to its public restrooms, including a space for election workers to take lunch and dinner breaks, subject to the terms and conditions of this Lease. However, the City shall acquire no other rights in any portion of the building other than in the portions described above.

2. Purpose of Lease

- a. The City represents that the premises described above are to be used by the City exclusively for voting and associated activities.
- b. Access to the main entrance lobby area is needed beginning at 10:00AM prior to each Election Day for setup, beginning at 5:00AM on each Election Day and until the end of the evening for Election Day, and until 11:00AM following each Election Day for take down and removal of equipment.
- c. The parking lot will be made available for voter parking on Election Day.

3. Consideration/Rental

- a. The Ridge Community Church will charge the City \$300 rent per election for the above described premises which is an amount that covers costs incurred by the church to accommodate voters with a polling location on Election Days.

4. Term

- a. The term of this lease shall be for a two-year period, beginning on January 1, 2026 and ending on December 31, 2027, unless sooner ended as provided herein.
- b. This Agreement shall automatically renew for two terms. The agreement may not be renewed if requested in writing by either party no later than August 1 prior to the end of the term of the lease.
- c. The days for the facilities rental shall be as follows:
 - i. 2026: February 17, April 7, August 11, November 3
 - ii. 2027: February 16, April 6

These days are the third Tuesday in February, the first Tuesday in April, the second Tuesday in August, and the first Tuesday after the first Monday in November, for purposes of providing advance notice of the election days for any renewals.

- d. In addition, room rental shall be required by the City for any special elections that may be called on the local, county, state or federal level. City shall give written advance notice of such to The Ridge Community Church as soon as possible in the event a special election is held.

5. Condition of Premises

- a. The City represents that it has inspected and examined the premises and accepts them in their present condition and agrees to keep the premises safe and in good order and condition at all times during the term, and upon expiration of this lease, or at any sooner termination, the City will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term.
- b. The Ridge Community Church shall be responsible for maintaining and repairing all room and common areas. The City shall provide snow plowing and salting to parking areas and sidewalks as needed on Election Day.
- c. City shall provide polling equipment and other furniture as necessary and shall be allowed access the day before each Election Day as identified in sec. 4 above to install and set up such and shall be allowed access the day following each Election Day to remove such equipment.
- d. The Ridge Community Church may make available tables and chairs to the City for polling at no additional expense.

or damage to persons or property that may be sustained by reason of the occupancy under this Lease.

- c. All indemnification obligations of the City under this Lease shall survive the expiration or earlier termination of this Agreement.
- d. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the City of the provision of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.
- e. The City shall provide The Ridge Community Church with a Certificate of Liability Insurance in the amounts of \$100,000/\$300,000/\$10,000 with an endorsement to the effect that The Ridge Community Church shall be indemnified and held harmless from any and all claims, damages or judgements, arising from the use of The Ridge Community Church as set forth in this agreement.

8. Termination

- a. This agreement shall terminate upon the expiration of the terms of the lease with no extensions or default by the City without cure.
- b. Either party may terminate the lease by giving written notice of such no less than 90 days in advance.

9. Waiver

- a. Waiver by either party of any default in performance by the other of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of the default or any subsequent default.

10. No Assignment

- a. The City may not assign this Lease to any other entity without the consent of The Ridge Community Church.

11. Notice

- a. Any notice required to be sent shall be in writing and shall be either personally delivered, mailed or emailed to the respective parties as follows:

As to the City: Greenfield City Clerk's Office
 Jennifer Goergen, City Clerk
 7325 W. Forest Home Ave., Room 102
 Greenfield, WI 53220
 JenniferG@Greenfieldwi.us

6. Management

- a. In renting the Premises, The Ridge Community Church does not relinquish the right to control the management of the Premises, and to enforce all necessary and proper rules for the management and operation of same. Reasonable notice shall consist of attempting telephone contact with a designated representative.
- b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of the City's rights or powers, including the City's authority in enforcement of its municipal ordinances and state/federal election laws.
- c. The room rental is for purposes of polling and is considered a polling place under state law, subject to state election rules. The Ridge Community Church acknowledges that the City must enforce and abide by the state election laws and it must cooperate in that effort.
- d. On Election Day, there shall be no materials publicly posted within 100 feet of the entrance of The Ridge Community Church either in support of, or in opposition to, any candidate or issue on the ballot.
- e. There shall be no gatherings within 100 feet of the entrance of the rooms used for voting in support of, or in opposition to, any candidate or issue on the ballot.
- f. Election related material at the polling place or near is prohibited by state law.
- g. On Election Day, no person may post or distribute any election-related material during polling hours at the polling place. The municipal clerk, election inspector, or law enforcement may remove any election related material posted in violation of the law and may confiscate election related material which has been distributed or posted in violation of the law.

7. Liability and Indemnity

- a. The City shall save The Ridge Community Church harmless from any loss, cost or damage that may arise in connection with this Lease or the City's use of the Premises by the City, or their agents, members, guests, or employees, or any other person using the Premises with the City's consent or authorization. The City agrees to indemnify and defend the City, its authorized agents and representatives, from any claims or liability for damages to any person, or personal injury and/or death of any person, or loss or damaged property occasioned by or in connection with the use of the Premises rented, character, acts and conduct of all persons admitted to the Premises, or by or with the consent of the City's members or employees or any person acting for the City, and the City agrees to have on hand at all times a responsible adult member, acceptable to The Ridge Community Church, to maintain order and protect persons and property.
- b. The City assumes no responsibility for any property placed in the premises and the City is expressly released and discharged from any liability for any loss, injury

As to The Ridge Community Church: The Ridge Community Church
Eric Ferguson, Pastor
4500 S. 108th Street
Greenfield, WI 53228
eferguson@theridgecc.com

12. Applicable Law and Severability

- a. This Lease and any interpretation thereof shall be interpreted under the laws and in the courts of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Lease or the enforceability thereof, which shall continue in full force and effect.

13. Entire Agreement

- a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modifications of or amendment to this Lease must be in writing and executed by both parties. The Ridge Community Church and the City represent that each has full right, power and authority to sign this Lease.

This Lease and all provisions shall be binding to the benefit of both parties.

Executed this 16 day of OCTOBER, 2025.

For The Ridge Community Church:



Date: 10/16/2025

Eric Ferguson
Pastor

For City of Greenfield:

Michael Neitzke
Mayor

Date: _____

Jennifer Goergen
City Clerk

Date: _____

Chris Geary
City Attorney

Date: _____

Paula Schafer
Finance Director

Date: _____

Common Council Approval Date: _____



City of Greenfield Election Notice

The polling location at Whitnall High School, Wards 13-16, is temporarily relocated to:

The Ridge Community Church
4500 S. 108th Street, Greenfield
for all elections in 2026 through 2027
due to renovation and construction projects

For more information visit www.ci.greenfield.wi.us or call the City Clerk's office at (414) 329-5219.



IMPORTANT NOTICE

YOUR POLLING PLACE HAS CHANGED

Dear City of Greenfield Voter:

Due to renovation and construction projects planned at Whitnall High School in 2026-2027, your polling location has changed as follows, effective for 2026 and 2027 elections:

Your ward number is: 13

**Your polling location is: The Ridge Community Church, 4500 S. 108th St.,
Greenfield, WI 53228**

Questions? Contact us at (414) 329-5219 or ClerkDept@Greenfieldwi.us, or visit myvote.wi.gov for more information.

Sincerely,

Jennifer Goergen
Greenfield City Clerk

UPCOMING ELECTIONS
February 17, 2026
April 7, 2026
August 11, 2026
November 3, 2026
February 16, 2027
April 6, 2027



Greenfield City Clerk's Office
City of Greenfield
7325 W. Forest Home Ave., Rm. 102
Greenfield, WI 53220

**IMPORTANT
VOTING INFORMATION
Your polling place has changed**

Prsrt Standard
US Postage
PAID
Milwaukee WI
Permit No. 1275



Committee: Finance & Human Resources

Item Number:

Introduction By: Jennifer Goergen

Date Introduced: November 12, 2025

RELATING TO:

Discussion and decision to adopt a Resolution to move the polling location for Wards 13, 14, 15 and 16 from Whitnall High School, 5000 S. 116th Street in Greenfield to The Ridge Community Church, 4500 S. 108th Street in Greenfield, for all elections in 2026 and 2027.

SUMMARY: See Resolution attached.

ATTACHMENTS: KEY ISSUES BACKGROUND RESOLUTION FISCAL NOTE
MOTION OTHER

RESOLUTION NO. _____

RESOLUTION TO
MOVE THE POLLING LOCATION FOR WARDS 13, 14, 15 AND 16
FROM WHITNALL HIGH SCHOOL, 5000 S. 116TH STREET IN GREENFIELD
TO THE RIDGE COMMUNITY CHURCH, 4500 S. 108TH STREET IN GREENFIELD
FOR ALL ELECTIONS IN 2026 AND 2027

WHEREAS, pursuant to Section 5.25 (3) polling places shall be established for each election at least thirty (30) days before the election; and

WHEREAS, the usual polling location for Wards 13, 14, 15 and 16 is Whitnall High School; and

WHEREAS, Whitnall High School cannot be used for a polling location during construction in 2026 and 2027; and

WHEREAS, the City needs a temporary polling location for Wards 13, 14, 15 and 16 for 2026 and 2027 elections; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield that the polling location for Wards 13, 14, 15 and 16, for 2026 and 2027 elections, will be The Ridge Community Church, 4500 S. 108th St, Greenfield, WI 53228.

BE IT FURTHER RESOLVED, the City Clerk is directed to notify registered voters of the above-named wards.

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



Finance and Human Resources Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 12, 2025

RELATING TO:

Discussion and decision to approve a vending machine agreement for City Hall with Bender Vending, LLC.

SUMMARY:

Bender Vending, LLC would place two vending machines at City Hall. One would vend cold beverages, the other an assortment of snacks.

The machines would be placed on the first floor near the mail room. Bender Vending would be responsible for stocking, servicing, and maintaining the machines.

The machines would be an amenity for the visiting public, as well as city staff.

Either party may terminate the agreement at any time with a written 30-day notice.

FINANCIAL:

The city would receive 10% of gross sales, which would be deposited into the general fund.

RECOMMENDATION:

Approve a vending machine agreement for City Hall with Bender Vending, LLC.

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

VENDING MACHINE PLACEMENT AGREEMENT

This Agreement (AGREEMENT) is entered into as of the latest date of signature below, by and between Bender Vending, LLC (VENDOR) and The City of Greenfield (CITY), collectively referred to as the parties (PARTIES).

Scope of Services

VENDOR will place one refrigerated beverage machine and one snack machine at Greenfield City Hall, in the location shown on Exhibit A. VENDOR is responsible for stocking, servicing, and maintaining the machines.

Term

This AGREEMENT shall be in effect for one (1) year, after which it will continue on a month-to-month basis.

Termination

Either party may terminate this agreement at any time with a written 30-day notice. Upon termination, VENDOR will remove its machines within 30 days.

Revenue Share:

VENDOR agrees to pay the CITY 10% of gross sales, on a quarterly basis.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this AGREEMENT by their signature below.

CITY OF GREENFIELD

BENDER VENDING, LLC

By: _____

By: _____

Michael J. Neitzke Date _____

Ryan Bender Date _____

Mayor

By: _____

Jennifer Goergen Date _____

City Clerk

By: _____

Paula Schafer Date _____

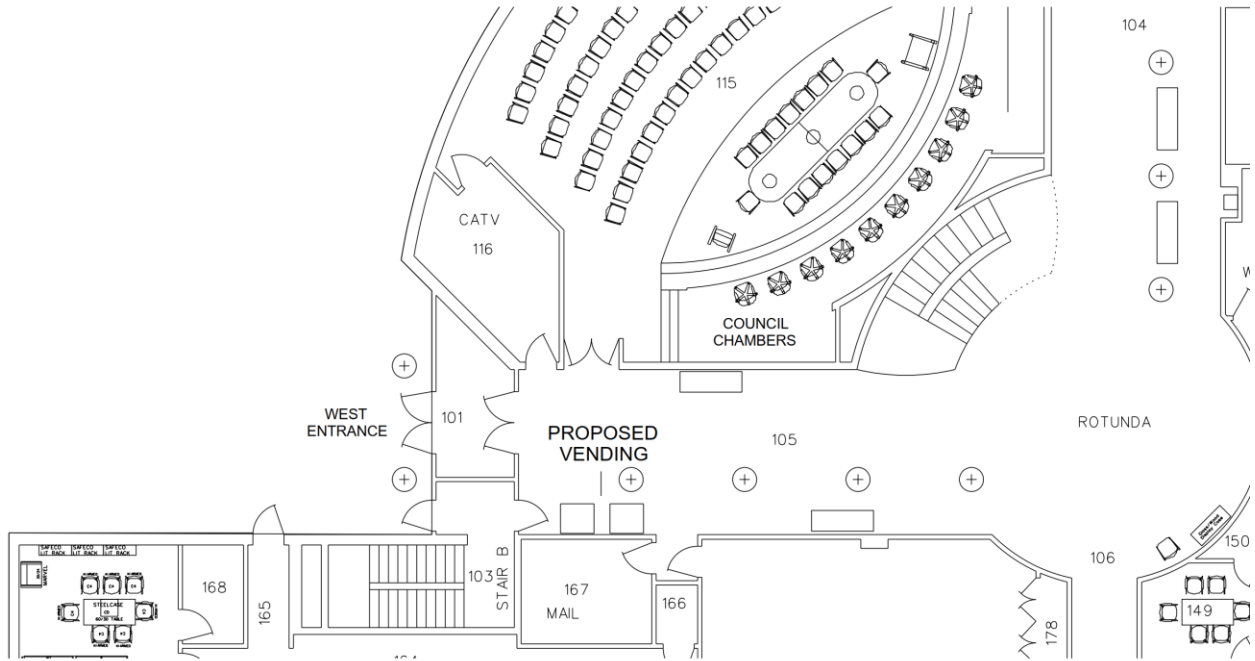
Finance Director

By: _____

Chris Geary Date _____

City Attorney (Approved as to form)

EXHIBIT A



PACKETS FOR WEDNESDAY, 11/ 12 / 2025 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	10/29/2025	\$	1,500.00
AP CHECKS	10/31/2025	\$	622,324.87
AP CHECKS	11/7/2025	\$	96,436.92
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS - OCTOBER		\$	940,872.57
P-CARDS		\$	
		TOTAL \$	1,661,134.36

CC: PAULA

CC: FINANCE FOLDER