

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

MINUTES OF THE COMMON COUNCIL MEETING HELD VIA ZOOM MEETING ON TUESDAY, MAY 5, 2020

A. Call to Order & Roll Call

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

Present: Alderpersons Denise Collins, Bruce Bailey, Karl Kastner, Pamela Akers, Shirley Saryan.

Also present: Brian Sajdak, City Attorney; Jeff Katz, Director, Neighborhood Services; Jennifer Goergen, City Clerk; Scott Jaquish, Parks & Recreation Director; Darren Rausch, Health Department Director/Health Officer

B. Opening Prayer

An opening prayer was given by Chaplain Jim Leggett.

C. Pledge of Allegiance

D. Approval of the April 21, 2020 Council minutes

Motion by Ald. Pamela Akers, seconded by Ald. Denise Collins, to approve. Motion carried unanimously.

E. Mayor's Report

1. Appointment of Weed Commissioners

Motion by Ald. Akers, seconded by Ald. Kastner, to approve appointing Mark Gregory, Jeff Cavett and John Nehm as Weed Commssioners. Motion carried unanimously.

2. Discussion/decision regarding 4th of July parade and fireworks.

The consensus was to cancel the parade for 2020. Mayor Neitzke said the city has already paid a \$4,000 down payment on a fireworks display, but must decide whether to postpone or cancel the show due to COVID-19.

Alderpersons discussed whether to hold the fireworks in conjunction with another event, such as a car show or a Halloween event.

Motion by Ald. Saryan, seconded by Ald. Kastner, to cancel the parade and 2020 fireworks. At the mayor's suggestion, they agreed to amend their motion into two separate motions: one to cancel the parade, and one to cancel the fireworks. The motion to cancel the parade carried unanimously.

Parks & Recreation Director Scott Jaquish said the city would be out about 20% of the fee (approximately \$4,400) if the fireworks show is cancelled. It can be rescheduled for a \$100 fee. One possibility for a new date is the September 12 car show.

Mayor Neitzke said maybe the fireworks could be "rescheduled" to July 4, 2021.

Ald. Saryan and Ald. Kastner agreed to amend their motion from canceling the 2020 fireworks to "postponing" the 2020 fireworks until July 4, 2021.

The Mayor asked, what does the contract say? The City Attorney would need to look at that. The city has had a long history with Spielbauer and maybe they would work with the city if the contract is renegotiated to include the following year as well.

City Attorney Brian Sajdak said the cost of the fireworks is \$22,250 and a \$4,000 down payment is made in advance.

Ald. Bailey wanted to postpone the vote to find out if the fireworks could be postponed to 2021 without losing the \$4,000 deposit. Ald. Saryan said the city would save \$18,000 by not having the 2020 fireworks. Ald. Akers said maybe it could be postponed to 2021 without losing the deposit.

City Attorney Brian Sajdak said he and Scott would work with Spielbauer and report back if something can't be worked out.

The motion to postpone the 2020 fireworks until July 4, 2021 carried 4-1, with Alderpersons Collins, Kastner, Akers and Saryan voting yes, and Ald. Bailey voting no.

3. Approve resolution ratifying Mayoral COVID-19 Emergency Proclamation Number 5 (Sajdak) Mayor Neitzke said it is a joint purchasing contract for personal protective equipment (PPE) and other equipment with other municipalities in Milwaukee County; it is unclear if Greenfield will participate, but it is a good option to have.

Motion by Ald. Kastner, seconded by Ald. Collins, to approve Resolution No. 3748 [resolution at end of minutes]. Motion carried unanimously.

Mayor Neitzke spoke briefly regarding the lawsuit seeking to overturn the governor's Stay at Home order. He said the Wisconsin Manufacturers & Commerce (WMC) has come up with a draft "back to work" plan, and the Intergovernmental Cooperation Council is working on trying to merge it with the best health information to come up with a plan to get everyone back to work safely. It will be a slow process, but everyone wants to get the economy going.

F. Aldermanic Reports

Ald. Akers said MobilizeMKE will be distributing food bags to Greenfield residents [one bag per family on May 9, 16 and 23 curbside at the Greenfield Community Center, from 10 a.m. to 2 p.m., or for as long as supplies last.] People can donate too. Churches participating include: Victory of the Lamb, the Ridge Community Church in Greenfield and Oak Creek, Faith Community Church in Franklin, Ephesians Missionary Baptist Church, Southbrook Church in Franklin, and Elim Tabernacle. See the city's social media, Facebook page, or website for more details.

G. Announcements

Mayor Neitzke said DPW planted 13 trees for Arbor Day at Kulwicki Park. He thanked Franklin for donating fill material for the Kulwicki Park trail project.

Ald. Saryan said the Salvation Army Cold Spring is starting a shoe drive through July 24 to collect 300 pairs of shoes for children, sizes 3 ½ to 7. New shoes can be dropped off at 2900 W. Cold Spring Rd., Mon. – Fri., from 9 a.m. to 1:30 p.m. Cash donations accepted also. Call 414-763-9797 for more information.

Ald. Saryan gave a shout out recognizing City Clerk Jennifer Goergen and said Professional Clerks Week is May 3 – 9.

Ald. Collins reported new artwork will be hung in the Greenfield Library in May.

Mayor Neitzke said curbside pickup is available at the Greenfield Library. Also, see the virtual recreation center on the city website for recreation opportunities.

H. Citizen Commentary – none.

I. Old Business

a. Mayor appointments, confirmed by Council:

- i. One member to the Board of Review for a term to expire 5/1/21 (formerly Gregory Krog) – to be placed on the **NEXT AGENDA**.
- ii. One alternate member to the Board of Review for a term to expire 5/1/25 (newly created position) – to be placed on the **NEXT AGENDA**.
- iii. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt) – to be placed on the **NEXT AGENDA**.
- iv. One member to the Zoning Board of Appeals for a term to expire 5/1/23 (formerly Don Kopp) – to be placed on the **NEXT AGENDA**.

b. Mayor appointments:

- i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz) – to be placed on the **NEXT AGENDA**.

J. New Business

1. Award bid for publishing legal notices (Goergen)

City Clerk Jennifer Goergen said one bid was received from the Southwest NOW. There is a price increase this year and a font size change from 8 point to 6 point. The smaller font fits more letters and words per line than the larger font, thus the price increase. The state sets

the rates and the newspaper is required to use them. The NOW newspapers were about the only ones around still using the 8 point font size, while most other newspapers use 6.

Mayor Neitzke said there are only about 4,200 subscribers in Greenfield, but the city is required to publish notices in the newspaper as long as there are at least 1,000 subscribers. Mayor Neitzke was not happy with the smaller font size.

City Attorney Brian Sajdak said the city's only other option is to go to the Journal Sentinel and pay more. If the city doesn't enter into a contract with the SOUTHWEST NOW, they could still do business with them; the state controls the rates.

Mayor Neitzke said the city should continue to work with state legislators regarding changing publication requirements for cities to be like those of villages and towns.

Council took no action on awarding the bid.

2. Discussion and decision to accept a grant from the Milwaukee Metropolitan Sewerage District to fund the planting of Street Trees (Neighborhood Services)
Motion by Ald Bailey, seconded by Ald. Akers, to approve. On a roll call vote, motion carried unanimously.

Director of Neighborhood Services Jeff Katz said the [\$170,211] grant will fund 590 trees.

Mayor Neitzke noted about \$1.3 to \$1.4 million has been brought into the city via grants by the Dept. of Neighborhood Services "just in the last couple of council meetings."

3. Discussion and decision regarding a request to construct a new private fence in a permanent City utility easement in the rear yard of Jewel A. Stern, 4616 W. Wilbur Ave., Greenfield, WI 53220 (Tax Key #555-1194-000 (Neighborhood Services)

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

4. Approval of mileage reimbursements in the amount of \$112.36

Motion by Ald. Saryan, seconded by Ald. Kastner, to approve Agenda Items J4-J6. On a roll call vote, motion carried unanimously.

5. Approval of schedules of disbursements in the amount of \$778,172.96.
Approved under Agenda Item J4.
6. Investments and reinvestments
Approved under Agenda Item J4.

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- K. Items for future agenda
Possible health order, budget.

- L. Adjourn

Motion by Ald. Akers, seconded by Ald. Kastner, to adjourn the meeting at 7:56 p.m. Motion carried unanimously.

Jennifer Goergen, City Clerk

Minutes transcribed by Sheryl Hartman, Deputy Clerk
Distributed: May 7, 2020

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. 3748

A RESOLUTION RATIFYING MAYORAL
COVID-19 EMERGENCY PROCLAMATION NUMBER 5

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 17, 2020, the City of Greenfield declared a local state of emergency; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency which has certain impacts on the operations of the City; and

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Coronavirus Response Act ("FFCRA"), which expands the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act), and creates a paid sick leave entitlement for certain eligible employees (Emergency Paid Sick Leave Act); and

WHEREAS, in response to the difficulty obtaining personal protective equipment and other supplies, Mayor Neitzke issued COVID-19 Emergency Proclamation No. 5 Executing an Intergovernmental Agreement Related to Group Purchases of PPE During the City's Health Emergency in Response to the Coronavirus Disease 2019(COVID-19); and

WHEREAS, pursuant to Wis. Stat. § 323.14(4)(b), this Proclamation is subject to ratification, alteration, modification or repeal by the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield that COVID-19 Emergency Proclamation No. 5 Executing an Intergovernmental Agreement Related to Group Purchases of PPE During the City's Health Emergency in Response to the Coronavirus Disease 2019(COVID-19) is hereby ratified in its entirety.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 5th day of May, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

STATE OF WISCONSIN

CITY OF GREENFIELD

MILWAUKEE COUNTY

EMERGENCY PROCLAMATION NO. 5

A PROCLAMATION EXECUTING AN INTERGOVERNMENTAL AGREEMENT
RELATED TO GROUP PURCHASES OF PPE DURING THE CITY'S HEALTH
EMERGENCY IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, on March 17, 2020, the Common Council of the City of Greenfield declared the existence of a public health emergency based upon the existence of COVID-19, a novel strain of the coronavirus; and

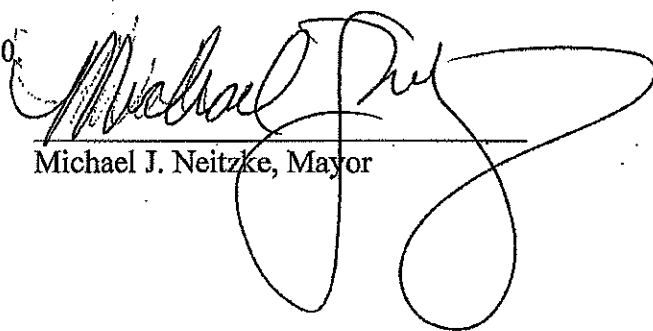
WHEREAS, the Milwaukee ICC has prepared an intergovernmental agreement allowing for all Milwaukee County municipalities to jointly purchase PPE to aid in the acquisition of hard to locate items; and

WHEREAS, Wis. Stat. § 323.14(4)(b) authorizes the mayor, as chief executive officer of the City, to exercise by proclamation all of the powers conferred upon the governing body that appear necessary and expedient for the health, safety, protection, and welfare of persons and property within the City;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Michael J. Neitzke, Mayor of the City of Greenfield, Wisconsin, on behalf of all of the Citizens of Greenfield and the staff of City government, hereby declare, as follows:

1. I authorize and execute the Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment in the form as attached.

Dated this 23rd day of April, 2020.



Michael J. Neitzke, Mayor

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PROCURING
PERSONAL PROTECTION EQUIPMENT AND OTHER NECESSARY
SANITATION AND MEDICAL SUPPLIES IN RESPONSE
TO THE COVID-19 PUBLIC HEALTH EMERGENCY**

This Intergovernmental Cooperation Agreement, ("Agreement"), is entered into respectively as of the date signed by the respective parties each with proper authorization to execute this Agreement, (herein referred to collectively as "the Parties" and individually as "a Party"), and is made pursuant to Wis. Stat. § 66.0301.

WHEREAS, each Party recognizes that combining efforts to procure Personal Protective Equipment (PPE), Sanitation Supplies and Medical Supplies during the current public health emergency brought on by the COVID-19 pandemic promotes cost effective and efficient use of public resources; and

WHEREAS, the Parties have specifically identified that combining procurement efforts will mutually benefit the communities they serve by increasing the likelihood of successful procurement requests and decreasing costs; and

WHEREAS, the Parties desire to enter into this Agreement to establish procedures for requesting, assigning, distributing, and funding PPE, Sanitation, and Medical procurement, as well as for defining their respective relative rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The terms of this Agreement are made pursuant to Wis. Stat. § 66.0301.
2. Definitions:
 - a) "Fiscal Agent" is Milwaukee County.
 - b) "Medical Supplies" means thermometers, other medical devices, and medications that a party desires the Procurement Team to acquire during the current Public Health Emergency.
 - c) "Order" means a request by the Fiscal Agent to a third party to acquire PPE, Medical Supplies or Sanitation Supplies.
 - d) "Personal Protection Equipment (PPE)" means N95 masks/respirators, surgical masks (standard disposable), KN95 respirators, latex gloves, isolation gowns, shoe/boot coverings, face shields, eye protection and other equipment that a party desires the Procurement Team to acquire during the current Public Health Emergency.

- e) "Priority Formula" shall be the formula utilized by the Procurement Team to determine the Ordering and disbursement of PPE, Medical Supplies and/or Sanitation Supplies and is attached hereto as Exhibit A and incorporated herein.
 - f) "Procurement Requests" are requests from a Designated Representative to the Procurement Team Liaison to be included in the next Order.
 - g) "Sanitation Supplies" means toilet paper, paper towels, hand sanitizer, disinfectant sprays (bleach based or otherwise), disinfecting wipes and other supplies that a party desires the Procurement Team to acquire during the current Public Health Emergency.
 - h) Procurement Team is a committee of individuals that each party appoints to administer this Agreement. The Procurement Team members shall have experience in procurement, purchasing and qualifying vendors. Each party shall appoint one person to serve on the Procurement Team. The Procurement Team shall select one individual to serve as a Liaison (hereinafter referred to as the "Liaison") to the parties and to the Fiscal Agent.
3. The parties hereby grant the Procurement Team the authority to administer this Agreement only where such authority is explicitly given to the Procurement Team.
4. Each party shall appoint one representative who shall have authority to make purchase requests for PPE, Sanitation Supplies, and/or Medical Supplies ("Designated Representative"). Each Party shall notify the Liaison in writing of its Designated Representative and shall include:
- a) The Designated Representative's name, office address, office phone number, email address and mobile phone number (must accept text messages).
5. The Procurement Team shall maintain one centralized database ("Database") that is accessible online to each Designated Representative. The database shall include the following information:
- a) Current inventory of PPE, Sanitation Supplies, and Medical Supplies of received by the Procurement Team (to be updated by Liaison)
 - b) Current inventory of PPE, Sanitation Supplies, and Medical Supplies of each party, by department (to be updated by each Designated Representative)
 - c) Current projection of 7 day, 14 day, 21 day, and 21+ day projection of needs for PPE, Sanitation Supplies, and Medical Supplies.

- d) Pending Orders made by the Fiscal Agent to suppliers including anticipated delivery date (to be maintained by Fiscal Agent)
 - e) Procurement requests made by parties awaiting inclusion in an Order (to be maintained by Liaison)
6. The Fiscal Agent shall make purchases of PPE, Medical Supplies, and/or Sanitation Supplies as directed by the Liaison. The Procurement Team shall use its best efforts when assembling Orders to combine Procurement Requests made by parties. All Procurement Requests may not be included in an Order. The Procurement Team will determine which Procurement Requests to include in an Order in its discretion and considering existing market forces and the Priority Formula. The Procurement Team shall use best efforts when assembling Orders to ensure that said Orders qualify for any federal or state grant reimbursement when possible.
7. The PPE, Medical Supplies, and Sanitation Supplies purchased by Fiscal Agent shall be received and housed by the City of West Allis until such time that they are distributed to requesting parties. The City of West Allis shall be responsible for any losses that occur while storing any PPE, Medical Supplies, and Sanitation Supplies. The Liaison will coordinate pick-up of supplies with a West Allis representative and a Designated Representative.
8. Procurement Requests shall be made by a Designated Representative to the Liaison in writing, on a form provided by the Procurement Team. Each request shall include the type of PPE, Medical Supplies, and/or Sanitation Supplies requested, the quantity of each item, and an itemization of the department/staff that will be receiving the requested items. The Liaison shall confirm receipt of the request and provide the Designated Representative with a quote for the cost of the request. The Procurement Team shall establish a per-unit price for each item acquired, by dividing the total cost by the number of such items acquired, so that each party pays the same price per unit. The Designated Representative shall respond in writing whether to proceed with the request within two hours of the Liaison sending the quote. If the Designated representative does not respond to the quote within two hours, the Procurement Request may not be included in the next Order. If a Procurement Request is included in an Order, the Fiscal Agent shall communicate payment terms to each requesting party, and each party shall comply with said terms prior to the supplies being released to the requesting party. Each party is obligated by this agreement to pay no more and no less than the actual cost of PPE, Medical Supplies, and/or Sanitation Supplies that party receives based on that member's Procurement Requests subject to any administrative costs shared by the parties pursuant to Paragraph 12. The Procurement Team and Fiscal agent shall use best efforts in ensuring that all Orders and purchases qualify for any state and federal grant reimbursement funds.
9. This is not an agreement to exclusively purchase the subject goods under this Agreement. The parties may choose to purchase PPE, Sanitation Supplies,

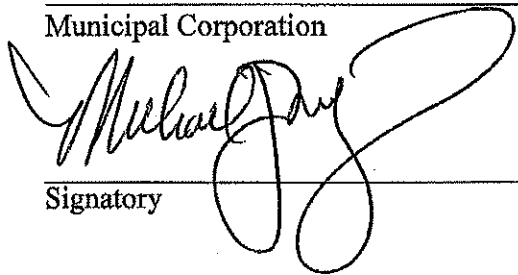
and Medical Supplies through alternative means without cooperation or permission from the Procurement Team or any other party at any time.

10. Each party is responsible for its own application for any monetary grant or reimbursement offered through federal, state, governmental or other sources. Each party that receives such a grant or reimbursement shall retain it. However, upon written agreement by a party, the Fiscal Agent may apply for a monetary grant or reimbursement on behalf of that party. Each party applying for its own monetary grant or reimbursement shall use its best efforts to include administrative costs (as defined in Paragraph 12) in such application and shall work with Fiscal Agent to track and define such administrative costs.
11. Each party shall direct its respective representatives on the Procurement Team to act in accordance with this Agreement.
12. The Fiscal Agent will be responsible for the receipt, inventory, order fulfillment, bookkeeping and delivery of PPE, Sanitation Supplies, and Medical Supplies to all parties. The Fiscal Agent shall use best efforts to secure reimbursement for administrative costs associated with the foregoing activities through federal or state grants. Should grant funds be denied, the Fiscal Agent shall invoice each party for its share of ~~the any such~~ administrative costs paid to third parties. Administrative costs means monies paid to third parties or costs otherwise incurred by the Fiscal Agent to assist in the administration of the Fiscal Agent's duties under this Agreement, examples of which include: bank fees and interest, storage fees, shipping fees not already included in an Order and Fiscal Agent staff time dedicated to procurement, bookkeeping, inventory tracking and related activities hereunder.
13. Each Party shall be solely responsible for the acts or omissions of its own employees under this Agreement. Any employee providing services under this Agreement shall be considered to be acting under the scope employment of his or her employer, shall be considered to be the employee of his or her employer, and shall be covered by his or her employer for any and all fringe or other benefits and any liability.
14. The Parties agree to hold each other harmless solely for its acts or omissions under this Agreement. The parties shall hold harmless the members of the Procurement Team. In the event a loss occurs, the Fiscal Agent shall pursue any legal remedies on behalf of the parties and the parties shall share in any loss proportionately.
15. The Parties acknowledge that numerous parties to this Agreement are governmental entities entitled to various defenses, immunities, or limitations under the law nothing contained herein is intended as a waiver of any defenses, immunities, or limitations to which they are entitled pursuant to

statutory or common law.

16. A Party may terminate its participation in this Agreement by providing thirty days written notice to the other parties. However, any terminating party will remain obligated to pay for its own Procurement Requests that have been included in Orders and its share of administrative costs under Paragraph 12. The Agreement shall remain in effect as to non-terminating parties. This Agreement shall terminate when the current public health emergency, as Declared by the State of Wisconsin, expires, unless otherwise extended upon the mutual agreement of two or more parties.
17. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the Parties with respect to the subject matter referred to herein and may not be amended except in writing. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one in the same document.
18. This Agreement shall take effect upon execution by the Fiscal Agent and at least one other party. Additional parties may sign on to this Agreement after initial execution unless objected to by existing signatories unanimously.

This signatory certifies that this Intergovernmental Cooperation Agreement has been adopted and approved by resolution or other manner approved and allowed by law.

CITY OF GREENFIELD
Municipal Corporation


Signatory

4/21/2020

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

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Municipal Corporation

Signatory

Date

Other Entity (i.e. North Shore Health)

Signatory

Date

Other Entity (i.e. North Shore Health)

Signatory

Date