



REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, August 18, 2020 - 7:00 PM

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the Zoom platform with each member accessing the meeting remotely as detailed below.

Public comments will be accepted in writing only.

Public comments should be directed at least 2 hours prior to the meeting to the City Clerk's Office in advance by email at clerkdept@greenfieldwi.us or by leaving a written public comment addressed to the intended committee in the drop box at City Hall, 7325 W. Forest Home Ave., Greenfield, by 4:30 p.m. on the day of the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the method identified below upon at least two hours' notice. Notice can be given to the City Clerk's Office at 414-329-5219.

To register to attend the meeting, please go to:

https://zoom.us/webinar/register/WN_Dow3soovQUOF8931kSV29w

Please contact the City Clerk's office at 414-329-5219 if you do not have access to a computer to register for the meeting.

Recordings of the meeting will also be placed on the City's YouTube Account after the meeting.

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the July 21, 2020 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary

I. Old Business

1. Appointments to various committees and commissions:

a. Mayor appointments, confirmed by Council:

- i. One alternate member to the Board of Review for a term to expire 5/1/25 (newly created position)
- ii. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt)
- iii. One member to the Public Library Board for term to expire 7/1/23 (formerly Mary Knasinski, Teri Ryan)

b. Mayor appointments:

- i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)

J. New Business

- 1. Approve applications for 2020-2021 operator licenses.
- 2. Request to approve Impact Solutions maintenance contract for two new multi-function printers (Lemmers)
- 3. Discussion and decision to sign an agreement to allow a new fence in a permanent sanitary sewer easement in the rear yard of 4615 South River Ridge Blvd, Tax Key # 610-0133-000. (Katz)
- 4. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code designating no parking on portions of Honey Creek Drive and Grange Avenue. (Katz)
- 5. Discussion and decision to approve a conservation easement to the Milwaukee Metropolitan Sewerage District for Green Infrastructure. (Katz)
- 6. Discussion and decision to award a contract for the project 1923 Sanitary Sewer Repairs to MJ Construction in the amount of \$ 163,957.00. (Katz)
- 7. Certified Survey Map to divide an existing parcel located at 5515 W. Cold Spring Rd., submitted by Angelica and Carlow Roman, owners. (Tax Key No. 602-9953-001) (PC-8/11/20 Kastner)
- 8. Certified Survey Map to divide an existing parcel located at 9530 W. Layton Ave., submitted by Michael Dilworth, d/b/a Ener-con Companies. (Tax Key No. 607-9967-000) (PC-8/11/20 Kastner)
- 9. Certified Survey Map to divide an existing parcel located at 4935-75 S. 76 St., submitted by Douglas Jones, d/b/a ICA II Greenfield Venture, LLC. (Tax Key No. 616-8974-001) (PC-08/11/20 Kastner)
- 10. Special Use Review and Site Plan Review for a tenancy change to Dep Automotive, an auto repair shop to be located at 5147 W. Forest Home Ave., submitted by Paulo Esqueda, d/b/a DEP Automotive, LLC. (Tax Key No. 530-1199-600) (PC-8/11/20 Kastner)
- 11. Site and Architectural Plans for a deck addition to Friends on Forest Home, an existing business located at 5614 W. Forest Home Ave., submitted by Maureen Fox, d/b/a Friends on Forest Home. (Tax Key No. 556-9001-000) (PC-8/11/20 Kastner)

12. Special Use Review and Site Plan Review for an ownership change to the existing gas station (to be a BP), convenience store and automotive repair shop located at 8333 W. Layton Ave., submitted by Bilal Amjad, d/b/a Ali Petroleum Group, Inc. (Tax Key No. 616-8987-004) (PC-8/11/20 Kastner)
13. Discussion/decision to approve a Professional Services Contract by and between the City of Greenfield and ePlex, LLC for plan examination services. (Porter)
14. Ordinance to repeal and recreate Chapter 15 – Building Code. (Porter)
15. Approve Outdoor Special Event application for the CLG (Classic Lanes Greenfield) Fest event, to be located at 5404 W. Layton Ave., August 28-30, 2020. Application includes the following combination of licenses/permits: Extension of licensed premises to the parking lot for the Entertainment License and "Class B" beer and liquor license, Food, and Commercial building/plumbing/electrical. (Porter)
16. Approve Outdoor Special Event application for the House of Harley Rally at Exit 7 event, to be located at 6221 W. Layton Ave., September 3 – September 6, 2020. Application includes the following combination of licenses/permits: Temporary Class "B" Retailer's License (beer), Food, and Commercial building/plumbing/electrical. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Porter)
17. Approval of mileage reimbursement in the amount of \$459.29
18. Approval of schedules of disbursements in the amount of \$6,744,784.76
19. Investments and reinvestments for July 2020
20. Accept June 2020 financial statements
21. Discussion and decision to approve an agreement with Grota Appraisals, LLC for assessment services for a term ending July 31, 2023, with an option to extend to July 31, 2024 and 2025. (P. Schafer)
22. Discussion and decision related to Service Agreement between the Greenfield Health Department and Milwaukee County Office of Emergency Management Emergency Medical Services Division for the Provision of Medical Services (Rausch)
23. Discussion and decision related to Public Health Associate (Market Manager) position pay range (Rausch)
24. Discussion/decision on Alverno College Internship Program Master Agreement with Greenfield Fire-Rescue. (Cohn)
25. Common Council to go into closed session pursuant to Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - a. Submission of bid at Sheriff's Sale for the purchase of the property located at 4362 S. 99th St. for public utility purposes.
26. Adjourn closed session and reconvene into open session.
27. Decision regarding submission of bid at Sheriff's Sale for the purchase of the property located at 4362 S. 99th St. for public utility purposes.

K. Items for future agenda

L. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances, Greenfield Police Department from the main entrance and Greenfield Fire Department, Station #2, from the main entrance.

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

08/13/2020

Amber Lynn Matthews	5574 S 25th ST	Milwaukee, WI 53221
Cassandra Mae Stroncek	5302 Radcliff DR	Greendale, WI 53129
Christina Marie Elliott-Pipp	7453 Highview DR	Greendale, WI 53129
Christopher Justin Case	3223 S 14th ST	Milwaukee, WI 53215
David Alexander Rewolinski	6308 W Leroy AVE	Greenfield, WI 53220
David Joseph Sorensen	3435 E Lunham AVE	Cudahy, WI 53110
Dominique Josephine Tarpley	2141 S 96th ST	West Allis, WI 53227
Hope Maureen Romine	2366 S 81st CT	West Allis, WI 53219
Kristi Kae Miller	900 Cedarwood CT	Waukesha, WI 53188
Lori Ann Jardanowski	3747 S 35th ST 202	Greenfield, WI 53221
Mark Lenz	3412 S 17th ST	Milwaukee, WI 53215
Matthew T Bird	S67W24325 Skyline Ave	Waukesha, WI 53189
Michael Edward Kellar	555 N 65th ST	WAUWATOSA, WI 53213
Molly Rose Duffy	4001 W Ramsey AVE	Greenfield, WI 53221
Nicole Marie Bettinger	1412 Willow LN	South Milwaukee, WI 53172
Rahul Kapila	4440 S 117th ST	Greenfield, WI 53228
Scott Edward Belongia	1960 S East LN	New Berlin, WI 53146
Shana Halverson	8148 W Forest Garden CT 12	Greenfield, WI 53220
Thomas David Sorensen	3439 E Lunham AVE	Cudahy, WI 53110
Trevor Jacob Palm	3047 N Bartlett AVE	Milwaukee, WI 53211
Viktor Coka	5243 Robinwood LN	Hales Corners, WI 53130



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactNetworking.com

Sales Order

Invoice to:

City of Greenfield

COMPANY NAME

Tim Lemmers

CONTACT

7325 W. Forest Home Avenue

ADDRESS

Greenfield, WI 53220

CITY / STATE / ZIP

(414) 761-5335

PHONE

FAX

tim.lemmers@gfpd.org

EMAIL

Ship to:

City of Greenfield

COMPANY NAME

Tim Lemmers

CONTACT

5300 W Layton

ADDRESS

Greenfield, WI 53220

CITY / STATE / ZIP

(414) 761-5335

PHONE

FAX

tim.lemmers@gfpd.org

EMAIL

All Purchases are 50% down, 50% upon delivery ☒ Purchase ☐ Lease

Equipment Information

Quantity	Product Number	Description	Unit Cost	Amount
1	ECOSYS M3655idn	ECOSYS M3655idn A4 Monochrome4in1 MFP	1995.00	\$1,995.00
1	ECOSYS M2640idw	ECOSYS M2640idw A4 Monochrome 4in1 MFP	1100	\$1,100.00

No terms or conditions, express or implied, are authorized unless they appear on "original" of this order. This order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the president of Impact Networking LLC. All prices in effect for 30 days from Impact authorized signature date.

Subtotal	\$3,095.00
Tax	
Freight	
Total	\$3,095.00

Notes

Authorization

IMPACT AUTHORIZED SIGNATURE

CUSTOMER AUTHORIZED SIGNATURE

PRINTED NAME

DATE

Tim Lemmers

PRINTED NAME

6/17/2020

DATE

For Office Use Only

CUSTOMER NUMBER

ORDER NUMBER

DATE ORDERED

DATE REQUIRED

SHIP VIA

REP

Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC until approved by a duly authorized representative of Impact Networking, LLC.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact Networking, LLC reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Buyer agrees to pay Impact Networking, LLC for all costs and expenses, including attorney fees, incurred by Impact Networking, LLC in establishing or enforcing its rights hereunder.
5. Impact Networking, LLC reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact Networking, LLC shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact Networking, LLC warrants that all goods covered by this order when delivered to Buyer will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact Networking, LLC's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact Networking, LLC's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact Networking, LLC. Other repairs not under warranty will be at such cost as Impact Networking, LLC may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, in the event that Impact Networking, LLC prevails, the customer/buyer/lessee shall reimburse Impact Networking, LLC for all attorney fees and costs resulting therefrom.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Buyer represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact Networking, LLC shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact Networking, LLC.



Impact Networking, LLC

13875 West Bouldon Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactMyBiz.com

Maintenance Agreement

Bill to Location

City of Greenfield
COMPANY NAME
Tim Lemmers
CONTACT
7325 W. Forest Home Avenue
ADDRESS
Greenfield WI 53220
CITY STATE ZIP
tim.lemmers@gfpd.org
EMAIL
(414) 761-5335
PHONE FAX

Agreement Type Selection

- ☐ Basic Maintenance Agreement
☐ MPS Basic Agreement
Includes auto meters for networked devices.
☒ MPS Platinum Agreement
Includes MPS Basic plus auto toner fulfillment and proactive service for properly reporting networked devices.

Each Agreement includes:

- 3 hour response time guaranteed with state-of-the-art call system.
- Emergency calls available 7 days a week / 24 hours a day.
- Full line factory trained technicians.
- All parts replaced at no charge (unless otherwise noted.)
- Proactive preventative maintenance, including 100% labor and parts.

- ☐ Agreement includes 8.5"x11" and 11"x17" paper
PHT01 - Premium High Tech paper supplied per contracted volume.

Billing Interval Selection

Base Amount Billing:

☐ Annual ☐ Semi-Annual ☐ Quarterly ☒ Monthly

Excess Image Billing:

☐ Semi-Annual ☒ Quarterly ☐ Monthly

Device(s) or Group(s) Covered

	Base Amount	Image Allowance		Excess Image Charge	
		B&W	COLOR	B&W	COLOR
Kyocera ECOSYS M3655idn	\$ 40.00	4,000	N/A	\$ 0.01000	
Kyocera ECOSYS M2640idw	\$ 17.00	1,000	N/A	\$ 0.01700	
Total Payment Amount:		\$57.00			

Notes/Special Instructions

The term of this Agreement is 60 months from the effective date. Impact agrees to furnish the Customer in accordance with the terms and conditions of this Agreement.
This contract is for 60 months(s) or the stated amount of copies, whichever comes first. Any copies above the stated amount will be billed at the Excess Image Charge.
Contract includes all supplies except paper and staples, unless Paper Plus Maintenance Agreement is selected. All contracts that include supplies are based on manufacturers specified yield at 5% print or copy coverage. Any additional supplies beyond this specification will be charged to the customer at normal supply rates. Freight for delivery of supplies and parts is charged to the client on all agreements.

Contract Effective Dates:

From

To

Agreement: Please return with advanced payment in full. This contract is legally binding upon signature and/or purchase order. No service will be performed until payment is received. This agreement is non-cancellable for the term specified, except as provided herein. The additional terms and conditions on the reverse side of this page hereof are incorporated in and made part of this agreement. Only the Impact Networking, LLC CEO or President is authorized to change, alter, or amend the terms or conditions of this agreement.

Impact Authorized Signature

Date

Printed Name and Title

Customer Authorized Signature

06/17/2020

Date

Tim Lemmers - Manager of Information Technology

Printed Name and Title

Maintenance Agreement

- 1. SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by Impact Networking, LLC (here- after referred to as "Impact") (during normal business hours): inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer.
This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact.
- 2. LABOR PERFORMED:** Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.
- 3. SERVICE LIMITATIONS:** Customer agrees Impact will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) obsolete Equipment or components deemed beyond repair in the sole judgment of Impact, (v) placing the Equipment in an area that does not conform to Impact space, electrical and environmental requirements (including without limitation, excessive dust, chemical residues, abnormal high or low temperatures), (vi) telephone or electrical power failure, (vii) strikes, accidents, embargoes, or war, (viii) Acts of God, lightning or other incidents of excess voltage or power surges, or (ix) Customer using toner, drum, processing units, ink, film, etc., from any source other than a service provider authorized by Impact. If maintenance is made necessary resulting from any of the above listed occurrences or other work not covered under the remedial maintenance obligation, at Impact's election, Impact may either (a) provide such maintenance and bill to Customer at Impact's then current rates for labor and parts (which shall be due and payable in full upon receipt of invoice) or (b) terminate this Agreement.. Customer agrees that Impact will not be required to make adjustments, repairs, or replacements if Impact is not provided reasonable access to the Equipment.
- 4. ADVANCE INSPECTION:** Impact reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- 5. REMEDIAL MAINTENANCE:** During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in this Agreement, Impact will promptly provide a quote for the appropriate part(s).
Impact's normal service hours are 8:00 a.m. to 5:00p.m. Monday through Friday, excluding holidays. Impact may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Customer agrees to pay for all travel and labor time for service calls after Impact's normal service hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact provides 24/7 service by calling 888-752-0052. Applicable rates will be given at time of call. Service at times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Impact.
- 6. RECONDITIONING:** When, in its sole discretion, Impact determines a shop reconditioning is necessary to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, refunding the unused portion of the maintenance charge. Thereafter, service will be available by Impact on a per call basis at Impact's published rates.
- 7. CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.
- 8. AUTOMATIC RENEWAL OR TERMINATION:** This Agreement shall become effective upon Customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches any of its obligations hereunder or otherwise to Impact. Unless otherwise indicated, this is an annual contract. This Agreement shall be renewed automatically unless Customer notifies Impact, in writing, not less than ninety (90) days prior to the renewal date. Impact reserves the right to cancel this contract at its discretion upon five (5) days written notice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.
- 9. CHARGES:** The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of this Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 10 days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.
- 10. SUPPLIES:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Service Provider.
- 11. PAPER INCLUDED:** If "Agreement includes 8.5"x11" and 11"x17" paper" is selected, Impact will provide PHT01 - Premium High Tech Paper in accordance with the contracted Base Image Allowance over the term of this Agreement. If the allotted volume of paper has been exhausted before the term of this Agreement ends, the Customer may sign an Amended Agreement for an increased paper supply to cover the remainder of the contract term. In the event that this Agreement is terminated, Impact may bill the customer for any excessive paper consumption above the Base Image Allowance.
- 12. PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES:** The equipment Impact sells is designed to give excellent performance with Impact supplies, including paper, developer, toner and fuser oil. If the Customer uses supplies other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or abnormally frequent service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the unused portion of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at published rates, or Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of converting the equipment to use supplies of a different manufacturer other than those supplies then being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.
- 13. METER READINGS:** Customer agrees to provide Impact with accurate meter readings based on the billing term from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all Equipment so that Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.
- 14. EARLY CARTRIDGE EXCHANGE:** Should it be determined that toner supplies, provided by Impact, are exchanged at a percentage of 15+% or higher on a consistent basis (to be determined by Impact Networking, LLC) the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartridges/units incurs additional costs to Impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact Networking, LLC to a level of 7% and below, which the Customer agrees to by entering into this Agreement.
- 15. DEFECTIVE SUPPLY RETURN POLICY:** In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the item. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped via Tracking number, the customer will be charged full retail value of the provided replacement supply.
- 16. PRINTER REPLACEMENT DUE TO VALUE OF REPAIR:** Should it be determined that a printer repair will exceed 125% of the then-current value of the device, as determined by Impact Networking, LLC, the device will be considered un-repairable and be replaced/excluded for coverage. Replacement devices may be provided by Impact Networking, LLC at a percentage discount from retail to be determined by contractual value.
- 17. NO WARRANTIES, EXPRESS OR IMPLIED:** IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS, OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
- 18. LIABILITY LIMITATION:** Impact's total liability is limited to repair and maintenance under this Agreement. Impact will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. Impact will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power. In no event shall Impact be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of Impact.
- 19. INDEMNITY:** With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Impact and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of Impact or its agents, representatives or employees.
- 20. RELOCATION OF EQUIPMENT:** Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation. If the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate.
Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service zones. If the Equipment is moved beyond Impact's service zones, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge.
- 21. CUSTOMER UPGRADE OF EQUIPMENT:** If the Customer upgrades its equipment covered by this Agreement to other Impact products, Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.
- 22. DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.
- 23. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Impact's gross or net income.
- 24. NOTICES:** Notices required under this Agreement shall be written and sent to Impact Networking, LLC at 13875 West Boulton Boulevard, Lake Forest, IL 60045 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notice will be effective upon date of postmark.
- 25. JURISDICTION:** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.
- 26. FORUM AND VENUE:** The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.
- 27. ATTORNEYS FEES AND LITIGATION COSTS:** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact Networking prevails in such claim or litigation, the Customer/buyer/lessee shall reimburse Impact Networking, LLC for all attorney's fees and costs resulting therefrom.
- 28. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any further owners of the covered Equipment.
- 29. CONFIDENTIALITY CLAUSE:** Impact recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Impact agrees to use its best efforts to treat Customer Information on a confidential basis. Impact agrees not to disclose any Customer Information to any person, firm or corporation except to Impact employees or holder of Owner's interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.
- 30. APPROVAL REQUIREMENT:** This Agreement shall not be binding on Impact until approved by the President of Impact Networking LLC.
- 31. SEVERABILITY:** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.
- 32. ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact Networking LLC.

Point of Contact List

Accounts Payable

Name _____
Title _____
Address _____
Phone _____
Email _____

Confirmation of Supply Orders

Name _____
Title _____
Address _____
Phone _____
Email _____

IT Department

Name _____
Title _____
Address _____
Phone _____
Email _____

Solutions

Name _____
Title _____
Address _____
Phone _____
Email _____

Meter Reads

Name _____
Title _____
Address _____
Phone _____
Email _____

Proactive Service Contact

Dept. _____
Name _____
Title _____
Address _____
Phone _____
Email _____

Other

Dept. _____
Name _____
Title _____
Address _____
Phone _____
Email _____

**Network Integration Form**

Turn in 48 hours before installation date

1. Company Information☐ Net New☒ Existing

City of Greenfield

COMPANY NAME

Tim Lemmers

COMPANY CONTACT

tim.lemmers@gfpd.org

EMAIL

7325 W. Forest Home Avenue Greenfield, WI 53220

ADDRESS

(414) 761-5335

PHONE

SO#

David Broaden

Sales Rep

☐ Yes☒ No

Stair Climber required?

2. IT Contact information

Tim Lemmers

NAME

(414) 761-5335

PHONE

tim.lemmers@gfpd.org

EMAIL

Check all that apply.

☐ Onsite☐ 3rd Party☐ Impact IT☐ No IT**3. Equipment Information**Is the equipment replacing existing devices? ☒ Yes ☐ No Quantity 2 **Refer to schedule A (Page 3)*Do you require: ☐ Authentication ☐ Job Accounting ☐ External Vendor (Copytrak, Billback, PaperCut) **Refer to SOW*Do you require data copied (address books, job accounts, forms, etc.) ☐ Yes ☐ NoFax? ☒ Yes ☐ No Fax Forwarding ☐ Yes ☐ No Location _____Scan to Folder? ☒ Yes ☐ No Path _____ Username _____ Password _____Scan to Email? ☒ Yes ☐ No SMTP Server _____ Port _____ Security _____

Senders Address _____ Username _____ Password _____

4. Network Information** If multiple devices are being installed please see attached Schedule A for IP address reference*Number of IP's to Install: 2 IP Address / Range From: _____ To: _____

Subnet Mask _____ DNS Servers _____

Default Gateway _____ Domain _____

DHCP ☐ Yes ☐ No Mac Addresss Reservations ☐ Yes ☐ NoLDAP ☐ Yes ☐ No

LDAP Server _____

Search String _____

Authentication Username _____ Password _____

5. Print Driver InstallationTotal number of work stations to setup: _____ ☐ Print Server _____ ☐ Local PC _____**Impact will setup a maximum of 5 print drivers. If more than 5 are needed, then Impact will train an employee of your company to install or additional charges may apply.*PostScript Emulation ☐ Yes ☐ No Duplex? ☐ Yes ☐ No Color ☐ Yes ☐ NoPCL Emulation ☐ Yes ☐ No Duplex? ☐ Yes ☐ No Color ☐ Yes ☐ NoDirect Print ☐ Yes ☐ No Details

Network Integration Form

7. Notes (Defined Current Solution / Workflow)

8. Notes (Defined Proposed Solutions / Workflow)

Finance Dept-7325 W. Forest Home Avenue
Room 103
Greenfield, WI 53220

HR Dept-7325 W Forest Home Avenue
Room 101
Greenfield, WI 53220

9. Liability Waiver

Impact Networking, LLC is not responsible for PC/server configuration, maintenance or troubleshooting issues unless directly related to the installation of your equipment. Impact technicians will not make configuration changes to a customer server or workstation unless the customer has signed this Liability Waiver.

Your hardware service contract entitles you to ongoing printing support from the date of installation, provided that your network environment has not changed as defined on this form. If your printing issue is not related to your Impact supported device, Impact Networking will provide recommendations outlining a possible course of action for your IT staff. If additional networking is required, additional charges will apply.

Liability Waiver: I (customer representative) am authorized and give consent to Impact Networking, LLC System Engineers to work on any necessary hardware and software configurations related to the installation of the aforementioned Impact connected equipment. Impact Networking, LLC and/or our Network Engineers will not be held liable for any loss of data or hardware failure of any kind during and after this installation procedure.

Authorization

_____ CLIENT SIGNATURE	_____ Tim Lemmers PRINTED NAME
_____ Manager of Information Technology TITLE	_____ 6/17/2020 DATE

Install Completion

_____ IMPACT REPRESENTATIVE	_____ PRINTED NAME	_____ DATE
_____ CLIENT SIGNATURE	_____ PRINTED NAME	_____ DATE

NIF completed by: _____

Device Install Sheet

Schedule A

10. Power Requirements

The required outlet type for your device:* ☒ A ☐ B ☐ C ☐ D

**If multiple devices are being installed please see attached Schedule A for power requirements of all devices.*

Type A 5R-15 15 AMP, 120V 	Type B 5R-20 20 AMP, 120V 	Type C 6R-20 20 AMP, 220V 	Type D L6-30 30 AMP, 250V 
---	---	--	---

Device Installation

Kyocera ECOSYS M3655idn	☐ Yes ☐ No	A		
DEVICE - MAKE & MODEL	USB?	OUTLET?	Tag ID #	IP ADDRESS
Previous device	Finance Dept			
Accessories/Options	DEPARTMENT			MAC ADDRESS

Kyocera ECOSYS M2640idw	☐ Yes ☐ No	A		
DEVICE - MAKE & MODEL	USB?	OUTLET?	Tag ID #	IP ADDRESS
Previous device	HR			
Accessories/Options	DEPARTMENT			MAC ADDRESS

	☐ Yes ☐ No			
DEVICE - MAKE & MODEL	USB?	OUTLET?	Tag ID #	IP ADDRESS
Previous device				
Accessories/Options	DEPARTMENT			MAC ADDRESS

	☐ Yes ☐ No			
DEVICE - MAKE & MODEL	USB?	OUTLET?	Tag ID #	IP ADDRESS
Previous device				
Accessories/Options	DEPARTMENT			MAC ADDRESS

	☐ Yes ☐ No			
DEVICE - MAKE & MODEL	USB?	OUTLET?	Tag ID #	IP ADDRESS
Previous device				
Accessories/Options	DEPARTMENT			MAC ADDRESS

Bill of Sale

The undersigned, for Zero Dollars (\$0.00) and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby sells, transfers and assigns all of its right title and interest in and to the equipment described below to Impact Networking LLC.

Lanier	LD325	M0975301586
Brand	Model	Serial Number
Ricoh	MP5001	20415507
Brand	Model	Serial Number
Lexmark	T644	791P03C
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number
Brand	Model	Serial Number

Authorization

To have and to hold the same unto Impact Networking LLC and its assigns. It does covenant and warrant that the same is free from all encumbrances and that it has the right to sell the same, and will warrant and defend Impact Networking LLC and its assigns against the lawful claims and demands of all persons. IN WITNESS-WHEREOF the undersigned has caused these presents to be signed.

Date

Signature

Tim Lemmers

Printed Name

Manager of Information Technology

Title

City of Greenfield

Company Name

7325 W. Forest Home Avenue WI, WI 53220

Address

City

State

Zip

(414) 761-5335

Phone

Fax



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 18, 2020

RELATING TO:

Discussion and decision to **sign an agreement to allow a new fence in a permanent sanitary sewer easement in the rear yard of 4615 South River Ridge Blvd, Tax Key # 610-0133-000.**

SUMMARY:

The City received a request to construct a private fence in a permanent City sanitary sewer easement.

Prior to permitting the installation of said fence, the City requires applicant to enter into an agreement to address certain terms and conditions related to the placement of said fence in said permanent City sanitary sewer easement.

FINANCIAL:

Applicant is required to pay \$30 to cover the Register of Deeds recording fee. There are no other anticipated costs associated with this agreement

RECOMMENDATION:

Approve agreement.

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

**LUNDQUIST
FENCE AGREEMENT**

This Agreement made this _____ day of _____, 2020, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**" and Luke T. & Lisa M. Lundquist, 4615 South River Ridge Boulevard, Greenfield, WI 53228, hereinafter called "**LUNDQUIST**".

WHEREAS, **LUNDQUIST** is the current property owner of 4615 South River Ridge Boulevard, legally described as follows, to-wit:

Lot 4, Block 1 of Foxwood Crossing, a recorded subdivision, being a part of the Southwest ¼ of Section 19, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

and commonly known as Tax Key No. 610-0133-000, and which real estate is subject to a 20 foot permanent sanitary sewer easement, recorded on October 11, 1978 as Document No. 5259070.

WHEREAS, **LUNDQUIST** has asked for permission to construct a new private fence within the limits of said permanent sanitary sewer easement on the above described parcel of land; and

WHEREAS, the **CITY**, at its August 18th, 2020 Common Council meeting have approved said request and authorized the same.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be derived by the parties, **CITY** and **LUNDQUIST** agree as follows:

1. **CITY** hereby grants **LUNDQUIST** the authority and permission to construct, install and maintain a private fence in said permanent sanitary sewer easement, as shown on Exhibit A.
2. Prior to the installation of said fence, **LUNDQUIST** shall obtain a building permit for said installation.
3. All expense of construction, maintenance and removal of said private fence shall be paid by **LUNDQUIST**, their successors, heirs and assigns.
4. **LUNDQUIST** acknowledges that they will contact Diggers Hotline prior to said fence installation and will coordinate fence post-hole excavation as needed with **CITY** to ensure that **CITY** utilities in said permanent sanitary sewer easement are not bored into/through as part of fence post-hole excavation.
5. **LUNDQUIST** shall maintain the private fence in good condition. Should it deteriorate, need repair, or create a hazard, **LUNDQUIST** agrees to remedy said condition(s) to the satisfaction of **CITY**, at **LUNDQUIST** expense, or remove said private fence and restore the area at **LUNDQUIST** expense.

Return to:

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

610-0133-000

Tax Key No.

6. **LUNDQUIST** shall not have or obtain any legal rights to said permanent sanitary sewer easement by virtue of such construction, installation or maintenance, expenditure of money or usage. **CITY** may at any time proceed or permit grading, utility installation, repair, maintenance and/or reconstruction in said permanent sanitary sewer easement without being obligated to **LUNDQUIST** in any way and without any compensation to **LUNDQUIST** for said private fence.

7. If so ordered, **LUNDQUIST** agrees to remove said private fence within thirty (30) days of written notice by **CITY** at **LUNDQUIST** expense. If not removed by **LUNDQUIST** within thirty (30) days of written notice, **CITY** can remove and charge **LUNDQUIST** for the removal cost.

8. That in conjunction with the construction, installation and maintenance of said private fence by **LUNDQUIST** within said permanent sanitary sewer easement, **LUNDQUIST** will assume all liability for any damage to **CITY** facilities in said permanent utility easement. **LUNDQUIST** will indemnify and hold the **CITY** harmless from any claims for personal injuries or property damage caused by **LUNDQUIST** arising out of the construction, installation or maintenance by **LUNDQUIST** of said private fence within said permanent sanitary sewer easement.

9. It is mutually agreed that all terms and conditions pertaining to this request, approval, and agreement as imposed by the **CITY** Common Council, as set forth in their official minutes are also made a part hereof by reference as though fully set forth herein.

10. Both parties mutually agree that this agreement and covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2020.

[Signatures appear on following pages]

LUNDQUIST

Luke T. Lundquist

Lisa M. Lundquist

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me, this _____ day of _____, 2020, the above named Luke T. & Lisa M. Lundquist, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin

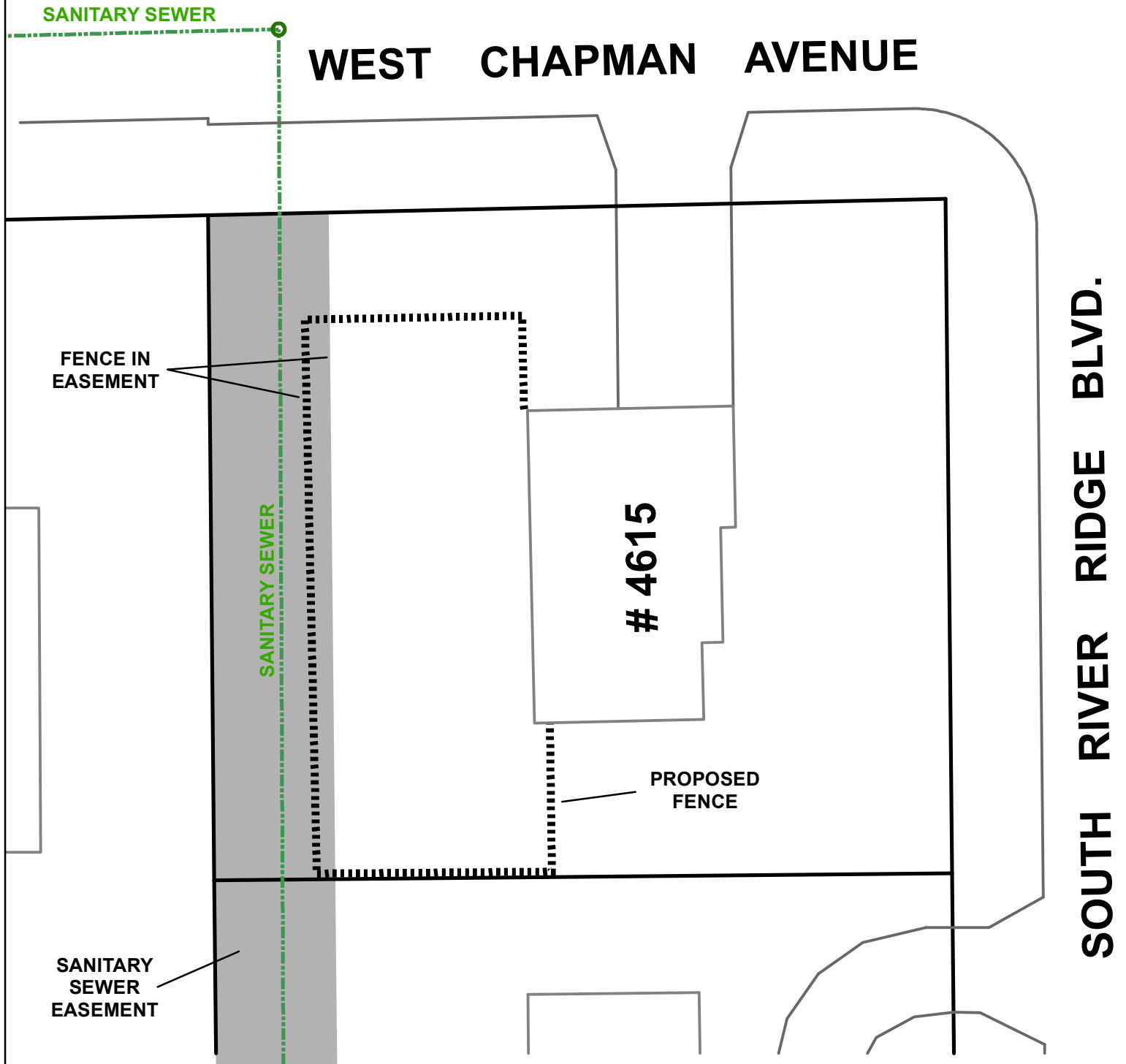
Printed name

My Commission Expires: _____

Approved as to Form: _____
Brian C. Sajdak, City Attorney

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

EXHIBIT A





Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 18, 2020

RELATING TO:

Discussion and decision to **adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code designating no parking on portions of Honey Creek Drive and Grange Avenue.**

SUMMARY:

The Greenfield School Districts Elm Dale School has requested that we post No Parking during school days on portions of Honey Creek Drive and Grange Avenue.

The restriction will be limited to 3:00 p.m. to 4:00 p.m.

This will allow parents in their cars to line up south of the school while they wait to pick up their children at the end of the school day.

This is an effort to make the student pick up process more efficient and safer.

FINANCIAL:

RECOMMENDATION:

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

ORDINANCE NO.

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

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

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

No parking on the north side of the street, from 3:00 p.m. to 4:00 p.m., on school days; on West Grange Avenue, from the centerline of South Honey Creek Drive, easterly for a distance of 700 feet.

No parking on the east side of the street, from 3:00 p.m. to 4:00 p.m., on school days; on South Honey Creek Drive, from the centerline of West Grange Avenue, northerly for a distance of 850 feet.

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 August, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 21, 2020

RELATING TO:

Discussion and decision to **approve a conservation easement to the Milwaukee Metropolitan Sewerage District for Green Infrastructure.**

SUMMARY:

The City agrees to maintain parking lot paver blocks at City Hall funded by grant from the Milwaukee Metropolitan Sewerage District (MMSD). The easement is for a term of 10 years.

RECOMMENDATION:

Approve easement.

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

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of September 2020 by the City of Greenfield (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on the maps shown in Exhibits B and C (the Property). The Property is at 7325 West Forest Home Avenue, Greenfield, Wisconsin 53220.

This Limited Term Conservation Easement applies only to the area of the Property that has conservation value. This area contains infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. Exhibits B and C show the areas within the Property that are subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has eight areas of porous pavers, with a total area of 10,304 square feet (the Green Infrastructure). This Green Infrastructure provides a total design detention capacity of 30,912 gallons.

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic, and open space values of real

Recording Area

Name and Return Address:
Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:
604-9944-000
604-9998-000

property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property.
- 2. Effective Dates.** This Easement becomes effective September 1, 2020 and terminates on August 31, 2030.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.
- 5. Additional Reserved Rights of the Landowner.** The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

- 5.1 The encumbrance or conveyance is subject to the terms of this Easement.
- 5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.
- 5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- 5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.

- 6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.
- 6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.
- 6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's use of the Property.

7. Remedies for Violations. The Easement Holder and the Landowner have the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.

- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:
- a. diminishes the Conservation Values of the Property,
 - b. is inconsistent with the purpose of the Easement,

c. affects the duration of the Easement, or

d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

- a. *Operation, upkeep, and maintenance.* The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
- b. *Control.* In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.
- c. *Permits.* The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
- d. *Indemnification.* The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:
 - (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
 - (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the Property;

(iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.9 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.10 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.11 Successors. This Easement is binding upon and inures to the benefit of the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.12 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.13 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As Mayor of the City of Greenfield, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, 2020.

By: _____
Michael J. Neitzke
Mayor

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2020, the person known as Michael J. Neitzke came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this _____ day of _____, 2020.

By: _____

Kevin L. Shafer, P.E.

Executive Director

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2020, the person known as Kevin L. Shafer
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Approved as to Form: _____

Attorney for the District

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

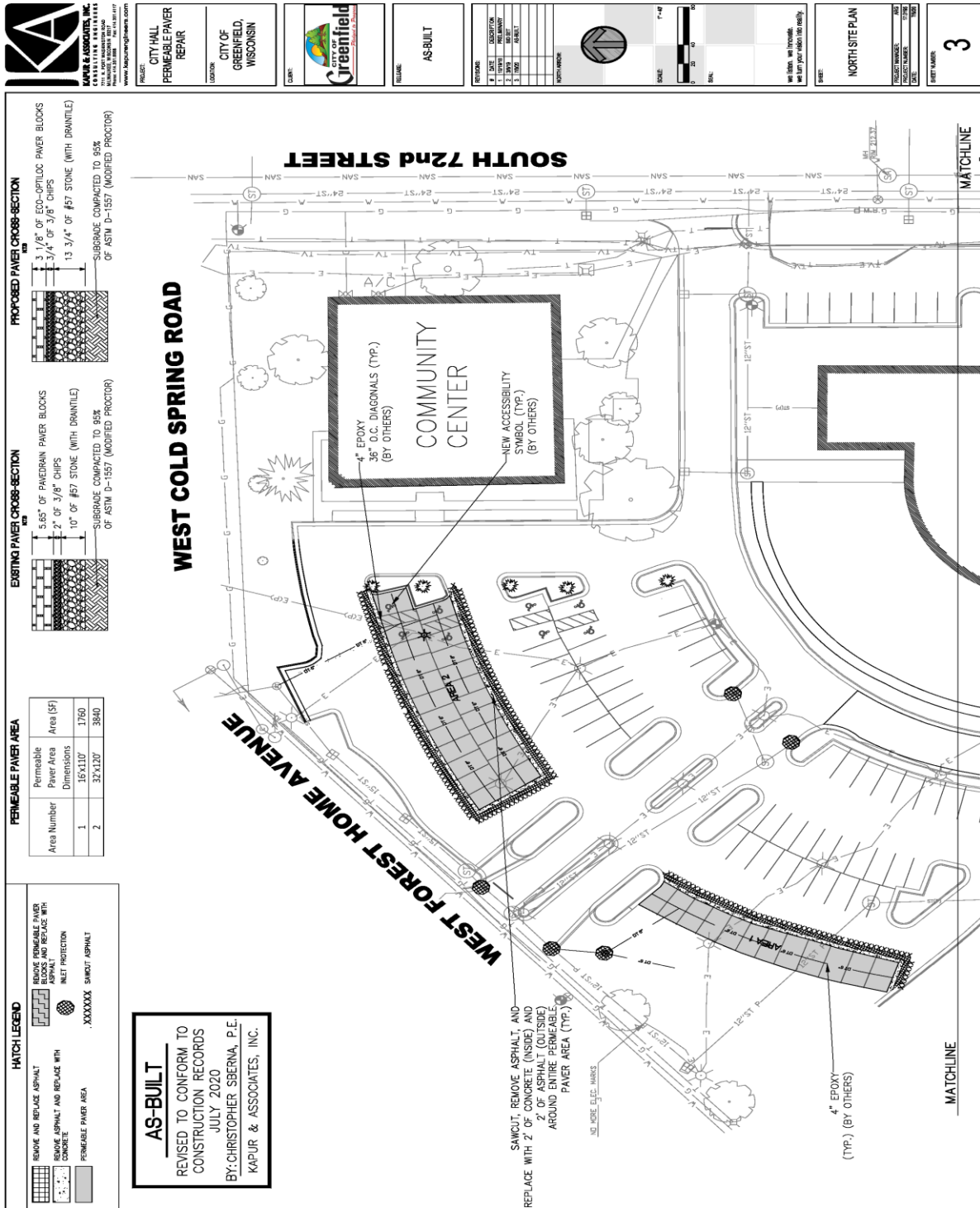
EXHIBIT B Map Showing the Porous Pavers Subject to this Easement, Areas 1 and 2

EXHIBIT C Map Showing the Porous Pavers Subject to this Easement, Areas 3 through 8

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address:	7325 West Forest Home Avenue, Greenfield, Wisconsin 53220
Tax Key:	604-9944-000
Legal Description:	INCL W/7325 W FOREST HOME AV COM 1328.81 FT E & 492.41 FT OF NW COR SW 22 6 21 TH W 392.29 FT S 4D29M E 220.65 FT E 371.93 FT TH NLY 220 FT TO B EXC PART FOR ST
Address:	7325 West Forest Home Avenue, Greenfield, Wisconsin 53220
Tax Key:	604-9998-000
Legal Description:	7325 W FOREST HOME AV CERTIFIED SURVEY MAP NO 4432 SW 22 6 21 PARCEL 1

EXHIBIT B MAP SHOWING THE POROUS PAVERS SUBJECT TO THIS EASEMENT AREAS 1 AND 2





Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: August 18, 2020

RELATING TO:

Discussion and decision to award a contract for the project 1923 Sanitary Sewer Repairs to MJ Construction in the amount of \$ 163,957.00.

SUMMARY:

On August 5, 2020, bids were opened for the project #1923 Sanitary Sewer Repairs. The project involves sanitary sewer repairs at three locations throughout the city. The results are as follows:

Contractor	Amount
-----	-----
MJ Construction	\$ 163,957.00
Five Star Energy Services	\$ 176,505.00
Globe Contractors	\$ 211,135.00
Mid City Corporation	\$ 297,685.00

FINANCIAL:

This project will be funded by the sanitary sewer fund.

RECOMMENDATION:

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



Committee: Common Council

Item Number:

Introduced By: Kristi Johnson, Community Development Manager

Date Introduced: August 18, 2020

RELATING TO:

Professional Services Contract by and between the City of Greenfield and ePlex, LLC for plan examination services.

SUMMARY:

The State of Wisconsin Department of Safety and Professional Services (DSPS) is required to review larger-scale plans/projects that are proposed within the City of Greenfield because the City of Greenfield is not a “delegated agency.” In order to be a delegated agency, a municipality must have an architect or PE on staff who is knowledgeable and certified in building code, or contract with an agency who has such credentials that meet the State’s standards. There is quite a bit of paperwork involved in applying to become a delegated agency. Once you become a delegated agency, the municipality may conduct all plan review that DSPS would normally do.

To my knowledge, there are two (2) consulting firms in Wisconsin who offer these contracting services, where their staff would conduct the plan review on behalf of the municipality (SAFEbuilt and ePlex, LLC). What are the benefits of having these services contracted out rather than telling contractors/developers that they have to send their plans to the State of Wisconsin for review??

1. DSPS is on average 5-6 weeks out/delayed for building plan review, but they’ve been as much as 14-16 weeks out in the past year. Partnering up with a consultant would greatly reduce the plan review turn-around.
2. Today, contractors pay DSPS a fee for plan review. Both SAFEbuilt and ePlex have offered that they would keep 90% of those same fees that would normally be paid to the State, and the City would keep 10%. This is a revenue potential that does not exist today.
3. There is no fee for plan review services from either of these consulting companies—they make their money from the 90% fee. And both consulting services have offered to submit all the required municipal delegation paperwork to the State for no fee.

Before the Common Council for consideration is a professional services agreement from ePlex. The City Attorney has reviewed the Contract.

1. ePlex has two staff members who are certified to conduct plan review. Both of those individuals live and work in the Milwaukee area. They would be able to physically pick up and drop off plans at Greenfield's Inspection Services office. They would be able to physically meet with architects/engineers/contractors at their request (preconstruction meetings are services that DSPS offers and Wisconsin architects/engineers/contractors are used to that face-to-face interaction). ePlex staff are also readily available to meet with our inspectors when needed. ePlex is also willing to customize deliverables if the City desires.
2. ePlex has stated that if the City were to require electronic submittal of plans, they may be willing to negotiate so the City keeps more than 10% of the fees. Requiring electronic submittal eliminates mailing/personal delivery expenses to the consultant.
3. ePlex guarantees a 15 business-day turnaround (much better than the 14 weeks that DSPS is offering today).

Some other useful information:

1. ePlex is a starter company with two (2) staff members. One is an architect and PE, and the other is a PE. Both are equally certified for plan review. ePlex has one (1) client today: the City of Waukesha. They are in final contract negotiations with Sun Prairie, Fitchburg and Onalaska.
2. The State is still working on allowing ePlex and the City of Waukesha to do internal plumbing plan review, but this is nearly complete. ePlex is initially offering plan review for building and HVAC. Plumbing plan review and sprinkler/fire alarm review are options in the future, if the City is interested.
3. Contracting out for plan review provides the City more control over the speed of development. Through a contractual obligation, we would be able to offer quicker plan review and would have close contact with the individuals who are reviewing the plans.
4. The City would continue to do plan review for smaller-scale projects (i.e. projects smaller than the size of a typical Starbucks). This entire discussion only pertains to projects that today require DSPS plan review.
5. The Contract does NOT require Greenfield projects to only be reviewed by ePlex. It offers the City to make the decision on whether or not a project is reviewed by ePlex OR the State. The State plan review option remains open.

All of this would be contingent upon Greenfield receiving delegated agency status from the State. ePlex will submit all the necessary paperwork to the DSPS for review.

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

PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN THE CITY OF GREENFIELD AND EPLEX, LLC FOR PLAN EXAMINATION SERVICES

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Greenfield ("Client") and EPLEX, LLC (DBA as e-Plan Exam) ("Consultant"). The Client and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, the Client is seeking the Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, ("Services");

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

1. SCOPE OF SERVICES

Consultant will provide the Services identified in Exhibit A to the Client using qualified professionals. Consultant will perform Plan Examination Services in accordance with the Adopted Building Codes that are enforced by the State of Wisconsin as well as the Client's municipal building codes in accordance with Services. Consultant will perform work at a level of competency in accordance with industry standards applicable in the State and Municipality for which the Services are proposed. Consultant makes no warranty nor guarantee that the Client shall under any and all circumstances accept the review of the Consultant as final in nature. It shall be up to the sole discretion of the Client as to what they will require or accept for the ability to have any project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or additional other requirements not herein specified but otherwise required by the Client prior to commencement of Construction Work by the constituent making application to allow for construction within the municipality ("Applicant"). Consultant is not obligated to perform services beyond what is required by this agreement.

2. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between the Client and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Client shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

When fees are collected and deposited by the Client: Consultant will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Consultant within forty-five (45) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will Identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Client will submit payment within forty-five (45) days of resolution of the inquire/dispute.

When fees are Collected by the Consultant: Consultant will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Consultant or Client as appropriate within forty-five (45) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will Identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party will submit payment to the other party within forty-five (45) days of resolution of the inquire/dispute.

5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The Initial term of this Agreement shall commence on the Effective Date and be twelve (12) months. This Agreement will be automatically renewed for successive annual periods unless either party provides notice of nonrenewal at least 30 days prior to the end of the then-current term.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date the Agreement terminates.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either condition as set forth in paragraph 4 are met, fees shall be invoiced for as specified in this Agreement.

7. CLIENT OBLIGATIONS

The Client shall take necessary measures to follow procedures as set forth from the State of Wisconsin to obtain Delegated Municipality or Appointed Agent Status. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of the Client to obtain final authorization to proceed.

The Client shall timely provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission.

8. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services begin performed. Consultant represents to the Client that it retains and will only utilize employees that possess the skills, knowledge and ability to competently, timely, and professionally perform the Services in accordance with this Agreement.

9. IDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage except to the extent that any such injury, loss or damage is caused by the negligence, intentional acts or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

10. ASSIGNMENT

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for any and all of subcontractor's performance. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of the Consultant. Performance clauses shall be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless if they are subcontractors or not, shall be provided upon completion by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

11. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury

(including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.

- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit endorsements of insurance acceptable to the Client.

12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee of agent of the Municipality or Client. As the Consultant is an independent contractor, the Client nor Municipality shall have liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

13. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied except the Applicants whose plans or property are being reviewed.

14. OWNERSHIP OF DOCUMENTS

The Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting for the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Client. All such records, documents, notes, data and other materials shall become the exclusive property of the Client when the Consultant has been compensated for the same as set forth herein, and the Client shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Client will be exported into a XLS, CSV, DOC, or PDF file and become property of the Client.

The Municipality or the Authority Having Jurisdiction, where the project is located shall have the right to request access to any documents, papers and records that the Consultant has related to this project for the purposes of Audit or examination, other than Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

15. SERVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

16. DISCRIMINATION & ADA COMPLIANCE

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

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

18. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first class United States Mail, addressed as follows:

If to the Client:	If to the Consultant:
Kristi Porter, Community Development Manager City of Greenfield 7325 W. Forest Home Ave. Greenfield, WI 53220	ePlex, LLC c/o Edward Lisinski or DA Maddox 12605 W. North Ave., #189 Brookfield, WI 53005

19. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation.

20. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law.

21. COUNTERPARTS

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

22. MISCELLANEOUS

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. This Agreement may only be amended by written instrument signed by both parties. Invalidity of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

Client: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

Consultant: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

Plans review is limited to structural, building, mechanical, Fire Alarm, Fire Sprinkler, and plumbing trade/discipline.

Each discipline will be reviewed by a Plans Examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
 - Building (architectural / structural)
 - Mechanical (HVAC)
 - Plumbing
 - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority
 - Delegated Component Submittal(s)
 - Shop Drawings

2. PLAN REVIEW FEE:

- Plan Review Fees shall be based upon the below fee schedule to be adopted by the Municipality.
- Plan Review Fees will be split with the Municipality
 - 90% to Retained by Consultant / 10% Retained by Municipality
 - Out of Consultant's Fees retained, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews performed as specified in Wisconsin Administrative Code SPS 302.
- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$100.00 per hour. This shall only be assessed when prior written consent is provided by the Client to the Consultant and agreed to by the Consultant.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table. 2. New construction and additions are calculated based on total gross floor area of the structure. 3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$30	\$30
2,500 - 5,000	\$300	\$200	\$60	\$60
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150
20,001 - 30,000	\$1,100	\$500	\$200	\$200
30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			

Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING				
1. New construction, alterations and remodeling fees are computed per the following table				
2. New construction fee is calculated based on square footage of the area				
3. Alterations and remodeling fee is based on the number of plumbing fixtures.				
Area (Square Feet)	Plumbing Plans New Construction		Number of Fixtures	Plumbing Plans Alteration/Remodeling
Less than 3,000	\$300		<15	\$200
3,001 - 4,000	\$400		16-25	\$300
4,001 - 5,000	\$550		26-35	\$450
5,001 – 6,000	\$650		36-50	\$550
6,001 – 7,500	\$700		51-75	\$800
7,501 – 10,000	\$850		76-100	\$900
10,001 – 15,000	\$900		101-125	\$1,050
15,001 – 20,000	\$950		126-150	\$1,150
20,001 – 30,000	\$1,100		>151	\$1,150
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures	
40,001 – 50,000	\$1,550			
50,001 – 75,000	\$2,100			
Over 75,000	\$2,500			
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.				
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the discretion of the plan examiner; a Plan Entry Fee may be waived.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			

Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews performed
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed
 - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.

3. TIME OF PERFORMANCE

Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and professional services as well as the City of Greenfield municipal code.

4. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact
 David Adam Mattox, P.E.
 414-736-4721
damattox@eplanexam.com

Plan Review Management Contact
 Edward Lisinski, P.E.
 414-412-6096
edlisinski@eplanexam.com

ORDINANCE NO. _____

ORDINANCE TO REPEAL AND RECREATE CHAPTER 15 – BUILDING CODE.

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

PART I. CHAPTER 15 of the Municipal Code is hereby repealed and recreated to read as follows:

15.01 - Title.

This chapter shall be known as the "Building Code of the City of Greenfield" and will be referred to herein as "this Code".

15.02 - Purpose.

The purpose of this Chapter is to provide certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished, and to regulate the equipment, maintenance, use and occupancy of all buildings or structures.

15.03 - Definitions.

For the purpose of this Chapter, the following words and phrases shall have the meanings assigned to them in this section. Words and phrases not herein otherwise defined shall have the meanings accepted by common usage.

Accessory building. A part of a principal building or a supplemental building located on the same lot with a principal building, and generally used for storage, private garage or other use customarily incident to a resident use.

Addition. Any new construction, whereby an existing building or structure, or building or structure in course of construction, is increased in area or cubical content.

Adjoining lot line. The line between adjoining lots, plots of land or parcels of land of different or same ownership.

Alley. A right-of-way which affords a secondary means of vehicular access to abutting properties. A street shall not be considered an alley.

Alterations. When not in conflict with any regulations, alterations to any existing building or structure, accommodating a legal occupancy and use but of nonconforming type of construction which involves either the structural members of floors or roofs, beams, girders, columns, bearing or other walls, room heating and air conditioning systems, arrangement, light and ventilation, changes in location of exit stairways or exits or any of the above. (Cr. #2057)

Apartment. A room or suite of rooms which is occupied, or which is intended or designed to be occupied, by one family for living and sleeping purposes.

Approved. As to materials and types of construction, refers to approval by the Building Inspector as the result of investigation and tests conducted by him/her, or by reason of accepted principles or tests by national authorities or technical or scientific organizations.

Area. As applied to dimensions means the maximum horizontal projected area of a building, structure, room, apartment or open space, not including overhangs.

Attic. A space, not suitable for human occupancy, under the roof and above the ceiling of the topmost story of any building or part thereof.

Bearing. That area of any structural unit of a building or structure which is in direct contact with the supports which receive the loads from that unit.

Building Inspector or Official. The City's Building Inspector charged with the administration and enforcement of this Chapter or his/her regularly authorized assistant.

Cubic contents. The actual cubic space enclosed within the outer surfaces of the outside or enclosed walls, outer surfaces of the roof and the finished surfaces of the lowest floors of a building or structure. Does not include the contents of courts which are open to the sky.

Dwelling. A building which is designed or used, or which is intended to be used, as a residence or place of abode.

Equipment. As specifically regulated by this chapter, includes heating, cooling, air conditioning and ventilating systems; plumbing and sanitary systems; electric light and power systems; telephone, electronic and radio signal and annunciator systems; dry-cleaning, dyeing and washing machines; elevators and dumbwaiters; gas pipe systems; standpipes; sprinkler systems; fire protection apparatus, fire extinguishers and pumps; oil burners, stokers and conveyors; refrigerating systems; devices, machinery and apparatus of every description; furnaces, boilers; high or low pressure steam system; gasoline pumps; all movable or portable containers of every description; all air pressure or other tanks; and all other self-contained systems used in conjunction with buildings or structures.

Existing. A building, structure, equipment or premises completed or in course of construction, or used or occupied, and for which a legal permit has been issued prior to the effective date of this Code, August 7, 1963.

Garage. A building, or portion thereof, in which a motor vehicle containing gasoline, distillate or other volatile, flammable liquid in its tank is stored, repaired or kept.

Garage, private. A building, or a portion of a building, in which only motor vehicles used by the tenants of the building or buildings on the premises are stored or kept.

Grade, building. Elevation of ground adjacent to the structure.

Grade, lumber. The classification of lumber in regard to stress and grade.

Habitable rooms. Rooms used for human occupancy; for example, but not confined to, the following:

- (a) *Bedroom.* A bedroom is any room other than a living room, kitchen, dining room, bathroom, utility room or family room.
- (b) *Kitchen.* A habitable room or space in a dwelling unit in which meals are cooked or prepared.
- (c) *Living room.* The principal habitable room in a dwelling unit designed for, or appropriated to, the general occupancy or use of a family or household.

Loads.

- (a) *Dead load.* The weight of the walls, floors, partitions, roofs and other structural parts of a building or structure.
- (b) *Live load.* All imposed, transient, moving loads, or loads due to impact, and including movable partitions in a building or structure other than dead loads.

Lot. A parcel of land in a single ownership occupied, or to be occupied, by not more than one principal or main building, and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this or other codes, and having its principal frontage upon a street.

Lot line. A line or lines dividing one lot, plot of land or parcel of land from an adjoining lot, plot of land or parcel of land.

Nonconforming building, etc. A lawfully existing building, premises, structure, use, materials or equipment which does not conform to the requirements of this chapter.

Occupancy or use. The purpose for which a building, structure, equipment, materials or premises, or part thereof, is used or intended to be used as regulated by this chapter.

Person. The word "person" shall mean any individual, persons, partnerships, firm, organization, association, or corporation, their agents, heirs or assigns.

Principal building. A single main building or structure on a lot for specific use or occupancies.

Repair. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance. The word "repair" or "repairs" shall not apply to any change of construction.

Repairs. Repairs for purposes of maintenance or replacements in any existing building or structure which involve the structural portions of the building or structure or which affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection or exterior aesthetic appearance and which increase a given occupancy and use.

Required. Mandatory by provisions of this chapter.

Room. A space within a building or structure completely enclosed with walls, partitions, floor and ceiling, except for necessary openings for light, ventilation, ingress and egress.

Shall. As used herein is mandatory.

Stairway. Three or more risers shall constitute a stairway.

Story. The space in a building included between the surface of any floor and the surface of the next floor above or below or roof next above.

Structure. As specifically regulated by this chapter, anything which is constructed, erected and framed of component parts, and which is fastened, anchored or rests on a permanent foundation or on the ground for any occupancy or use whatsoever, excluding fencing and signs.

Walls. Walls shall be defined as follows:

- (a) *Bearing wall.* A wall which supports any load in addition to its own weight.
- (b) *Cavity wall.* Wall built of masonry units or of plain concrete, or a combination of these materials, so arranged as to provide an air space within the wall and in which the facing and backing (inner and outer parts) of the wall are tied together with metal ties.
- (c) *Exterior wall.* An outer enclosing wall of a building or structure.
- (d) *Faced wall.* A wall in which the masonry facing and backing are so bonded as to exert common action under load.
- (e) *Partition.* An interior vertical structure usually of light construction serving to enclose an area, room space or division, extended from floor to ceiling, and having wall surfaces of approved materials as permitted by this chapter.
- (f) *Veneered wall.* Wall having masonry facing which is attached to the backing but not so bonded as to exert common action under load; also having outer facing for the purpose of providing ornamentation, protection, or insulation.

15.04 - Uniform Dwelling Code adopted.

(1) *Authority.* These regulations are adopted under the authority granted by Wis. Stat. § 101.65.

(2) *Purpose.* The purpose of this ordinance is to promote the general health, safety and welfare and to maintain required local uniformity with the administrative and technical requirements of the Wisconsin Uniform Dwelling Code.

(3) *Scope.* The scope of this ordinance includes the construction and inspection of one- and two- family dwellings built since June 1, 1980.

Notwithstanding SPS 320.05, the scope also includes the construction and inspection of alterations and additions to one- and two-family dwellings built before June 1, 1980. Because such projects are not under State jurisdiction, petitions for variance and final appeals under SPS 320.19 and 320.21, respectively, shall be decided by the municipal Zoning Board of Appeals. Petitions for variance shall be decided per SPS 32.19(intro.) so that equivalency is maintained to the intent of the rule being petitioned. As the Zoning Board of Appeals approves petitions for variance, the Building Inspector is granted the power to apply the results to similar circumstances by precedent.

Notwithstanding SPS 320.05, the scope also includes the construction and inspection of detached garages serving one- and two-family dwellings. The building structure and any heating, electrical or plumbing systems shall comply with the Uniform Dwelling Code. Petitions for variance and appeals shall be handled as in the previous paragraph.

(4) *Wisconsin Uniform Dwelling Code Adopted.* The Wisconsin Uniform Dwelling Code, SPS 320-325 of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated by reference and shall apply to all buildings within the scope of this ordinance.

(5) The Building Inspector and his/her delegated representatives shall administer and enforce this ordinance and shall be certified by the Department of Safety and Professional Services, as specified by Wis. Stat. § 101.66(2), in the category of Uniform Dwelling Code Construction Inspector. Additionally, this or other assistant inspectors shall possess the certification categories of UDC HVAC, UDC Electrical, and UDC Plumbing.

15.045 – Wisconsin Uniform Building Code adopted. The Wisconsin Uniform Building Code, Ch. 30.00 – 30.60, is incorporated by reference into this Chapter, subject to the modifications specified in this Chapter.

15.05 - Commercial Building and Heating, Ventilating and Air Conditioning Code.

Wisconsin Enrolled Commercial Building Code SPS 361 - 366, inclusive, [Wis. Adm. Code] and all amendments thereto, now and in the future, are adopted and incorporated in this Chapter by reference and made a part of this Chapter as though fully set forth herein.

15.06 - Scope.

(1) *New buildings.* New buildings or structures hereafter erected in the City shall conform to all requirements of this Chapter; and all requirements in this Chapter, unless specifically provided, shall apply to new buildings.

(2) *Existing buildings.* The following specified requirements shall apply to existing buildings which, for any reason, do not conform to the requirements of this Chapter for new buildings.

(a) *Major alterations and repairs.* If alterations or repairs in excess of 50 percent of the value of an existing building are made to such building within a period of 12 months, the entire building shall be made to conform with the requirements given herein for new buildings; provided, however, that any existing building which, for any reason, requires repairs at any one time in excess of 50 percent of the value thereof, not deducting from such value any loss caused by fire or any other reason, shall be made to conform to the requirements of this Chapter for new buildings, or shall be entirely demolished. The value of a building shall be determined by taking its assessed valuation and dividing by

the ratio of assessed value to the recommended value as shown on the last preceding report by the State Supervisor of Assessments.

- (b) *Minor alterations and repairs.* Every alteration or repair to any structural part or portion of an existing building shall, when deemed necessary in the opinion of the Building Inspector, be made to conform to the requirements of this Chapter for new buildings. Minor alterations, repairs and changes not covered by paragraphs (a) and (b), may be made with the same materials of which the building is constructed, provided that not more than 25 percent of the roof covering of any building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this Chapter for new buildings.
- (c) *Changed use.* If the existing use or occupancy of an existing building is changed to a use or occupancy which would be permitted in a similar building hereafter erected, the entire building shall be made to conform with the requirements given herein for new buildings provided, however, that if the use or occupancy of only a portion or portions of any existing building is changed, only such portion or portions of the building need be made to comply with such requirements, and further that the Building Inspector may approve any change in the use or occupancy of any existing building even though such building is not made to fully conform to the requirements of this Chapter when it is obvious that such a change in the use or occupancy of the existing building will not extend or increase any nonconformity or hazard of the building.
- (d) *Maintenance.* The requirements contained in this chapter covering the maintenance of buildings shall apply to all buildings and structures now existing or hereafter erected. All buildings or structures, and all parts thereof, shall be maintained in a safe condition and all devices or safeguards which are required by this Chapter at the erection, alteration or repair of any building shall be maintained in good working order.
- (e) *Removal or nonmaintenance.* The provisions herein shall not be construed as permitting the removal or nonmaintenance of any existing devices or safeguards unless authorized in writing by the Building Inspector.

15.07—15.09 - Reserved.

15.10 - Department of Neighborhood Services—Inspection Services and Zoning Division.

There is hereby established a Department of Neighborhood Services which shall include the Inspection Services and Zoning Division and which shall include an inspector or inspectors and such employees as the City Council may, from time to time, provide to supervise the construction of buildings and permanent equipment of buildings.

15.11 - Building Inspector.

The Building Inspector shall be appointed by the City Council and shall hold office until his/her successor be appointed and qualified.

15.12 - General Authority of Building Inspector.

- (1) The Building Inspector shall have the necessary ability to supervise the general construction and permanent equipment of buildings. He/she shall not be interested, either directly or indirectly, in the construction of buildings or in the preparation of plans and

specifications thereof, or permanent building equipment, except as may be authorized by the City Council.

- (2) The Building Inspector shall have the general authority and control of all matters pertaining to building inspections and shall enforce all State laws and City ordinances related to building inspections and lawful orders relating to the construction, alteration, repair, removal and safety of buildings and other structures and permanent building equipment.
- (3) The Building Inspector may pass upon any question arising under the provisions of this Chapter relating to buildings, subject to conditions contained in this Chapter.
- (4) The Building Inspector shall carry out the duties of this office and shall perform inspections and such other duties as may be prescribed and as provided in Wis. Stat. § 145.05(1), under general supervision of the Community Development Manager.

15.13 - Records and reports.

The Building Inspector shall keep a record of all applications for building permits for such purpose and regularly number each permit in the order of issuance. He/she shall keep a record showing the number, description and size of all buildings erected during his/her term of office indicating the kind of materials used, the cost of each building and the aggregate cost of all buildings of the various classes. He/she shall keep a record of all inspections made and of all removal and condemnation of buildings, and a record of all fees collected by him/her showing the date of their receipt and delivery to the City Treasurer.

15.14 - Powers and duties of Building Inspector.

- (1) *Enforcement.* The Building Inspector shall enforce all of the provisions of this Chapter.
- (2) *Power to inspect premises.* The Building Inspector, or his/her authorized representative, may enter any building or premises for the purpose of inspection, or to prevent violation of this Chapter upon presentation of the proper credentials. He/she may require the production of the permit for any building, electrical or plumbing work or the required license therefore. No person shall interfere with the Inspector while in the performance of the duties prescribed in this chapter.
- (3) *Power to stop building work.* Whenever any building work is being done contrary to the provisions of this Chapter, or is being done in an unsafe or dangerous manner, the Building Inspector may order the work stopped by notice in writing served on any person engaged in the doing or causing of such work, and any such person shall forthwith stop such work until authorized by the Building Inspector to recommence and proceed with the work.
- (4) *Power to order building to be vacated.* Whenever any building or portion thereof is being used or occupied contrary to the provisions of this Chapter, the Building Inspector shall order such use or occupancy discontinued, and the building or portion thereof vacated by notice served on any person using or causing such use or occupancy to be continued, and such person shall vacate such building or portion thereof within 10 days after receipt of such notice, or make the building or portion thereof comply with the requirements of this chapter provided, however, that in the event of an emergency the following section shall apply.
- (5) *Authority to withhold and deny permits.* The Building Inspector may withhold approval of an application for a building permit to any person who has not complied with a lawful order of the Building Inspector. Bad faith or unreasonable delay in the performance of work or

failure to respond to official communications shall constitute sufficient reason for withholding permits and/or issuing new permits.

- (6) *Appeal.* Any person feeling himself/herself aggrieved by any order or ruling of the Building Inspector, may appeal from such ruling to the Zoning Board of Appeals within 20 days after written notice of such ruling shall have been delivered to him/her. Such appeal is to be in writing, setting forth the order appealed from and the respects in which such person feeling himself/herself aggrieved claims that the order or ruling is erroneous or illegal. Such notice of appeal shall be filed with the Clerk, who shall thereupon notify the Building Inspector of the appeal, and the appeal shall be heard at the next meeting of the Zoning Board of Appeals. The Zoning Board of Appeals, after consideration thereof, shall affirm, reverse or modify the ruling as is just. The ruling or order of the Inspector shall be enforced until changed by the Zoning Board of Appeals.

15.15 - Condemnation of buildings.

- (1) Whenever any building or portion thereof is, in the judgment of the Building Inspector, so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy and use, and it would be unreasonable to repair, the Building Inspector may order the owner of the premises upon which such building is located to raze and remove such building or part thereof; or, if it can be made safe by repairs, to repair or raze and remove at the owner's option. The order shall specify a time within which to comply and specify repairs, if any, and shall be served upon the owner or agent in charge of the building and the holder of any encumbrance of record.
- (2) If the owner fails or refuses to comply within the time prescribed, the Building Inspector shall cause the building, or part thereof, to be razed and removed or closed if unfit for human habitation, use or occupancy. The cost of such razing and removal or closing shall be charged against the real estate upon which the building is located, and shall be a lien upon such real estate and the amount thereof shall be certified by the Building Inspector to the City Treasurer, which shall be collected as a special tax.
- (3) If the building, or part thereof, is unsanitary and unfit for human habitation, occupancy or use, and is not in danger of structural collapse, the Building Inspector shall placard the premises as follows: "This Building Cannot Be Used for Human Habitation, Occupancy, Or Use."

15.155 - Construction site cleanup.

- (1) It shall be the responsibility of all building contractors for residential, commercial or major remodeling jobs constructing new homes within the City to provide a dumpster on site for the collection of all building debris. The dumpster shall be placed on site immediately after the completion of backfilling or above ground framing. Failure to comply with this provision will subject the contractor to a Stop Work Order and/or penalty under the general penalty provision of Chapter 25 of the Municipal Code.
- (2) It shall be the responsibility of all building contractors performing residential or commercial remodeling to provide a dumpster on site for the collection of all building debris, as deemed necessary by the Building Inspector. The dumpster shall be placed on site immediately upon commencement of the work.

- (3) At the time application is made for the permit, the Building Inspector shall have the authority to designate the size of the dumpster necessary to carry out the purpose of this section.

15.16 - New materials and methods.

- (1) *Materials, methods.* All new materials, methods of construction, devices and equipment, shall be approved by the State of Wisconsin Department of Safety and Professional Services ("DSPS").
- (2) *Prefabricated dwellings or accessory buildings.* Per DSPS regulations.
- (3) *Identification of products.* All materials shall be identified by approved label, grade mark, trade mark or by other approved manufacturer's identification.

15.17 - Inspections.

- (1) *Duty to inspect.* The Building Inspector shall inspect, or cause to be inspected, at various intervals during the erection, construction, enlarging, alterations, repairing, moving, demolition, conversion, occupancy and underpinning, all buildings or structures referred to in this chapter and located in the City. A final inspection shall be made of every building, and if so delineated on the issued permit, rough inspection(s) may be required.
- (2) *Specified inspections and when to be made.* The Building Inspector, upon notification from the permit holder or his/her agent, shall make or cause to be made the following inspections of buildings, and shall either approve that portion of the construction, as completed, or shall notify the permit holder or his/her agent wherein the same fails to comply with the law.
 - (a) *Footing inspection.* After excavations are made and the necessary forms are erected, and when all reinforcing steel is in place, all the materials, separate and mixed, shall be approved by the Building Inspector for the footings.
 - (b) *Foundation inspection.* After the necessary forms are erected and all reinforcing steel is in place, all materials for the foundations, separate and mixed, shall be approved by the Building Inspector. Final foundation inspection shall be made after the foundation is in place and before the superstructure is placed thereon.
 - (c) *Frame inspection.* Frame inspection shall be made after the roof, all framing, fire blocking and bracing is in place and all pipes, chimneys and vents are complete.
 - (d) *Insulation inspection.* After wall insulation is in place and the vapor barrier has been applied, but before the drywall is in place.
 - (e) *Ceiling grid inspection.* After grid is suspended and all lights and HVAC grilles/diffusers are installed and secured to grid.
 - (f) *Basement drain tile.* After tile work, gravel base course, and vapor retarder is placed.
 - (g) *Final inspection.* To be made after building is completed and is ready for occupancy.
 - (h) *Inspection of reinforcing steel or structural work.* No reinforcing steel or structural framework of any part of any building or structure shall be covered or concealed in any manner whatsoever without first obtaining the approval of the Building Inspector.
- (3) *Written approval.* No work shall be done on any part of the building or structure beyond the point indicated on each successive inspection without first obtaining the written approval of the Building Inspector. Such written approval shall be given only after an inspection shall have been made for each successive step in the construction as indicated by each of the above inspections.

15.18, 15.19 - Reserved.

PERMITS

15.20 - Application for permit.

(1) *Method of application.*

- (a) No person shall excavate for, erect or construct any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, or cause the same to be done without first obtaining a building permit therefore from the Building Inspector.
- (b) Any person desiring a building permit as required by this Chapter shall file with the Building Inspector an application therefore in writing on Division-approved form, to be furnished for that purpose.
- (c) Every such application for a permit shall describe the land upon which the proposed building or work is to be done, either by lot, block or tract, or similar description that will readily identify and definitely locate the proposed building or work.
- (d) Every such application shall show the use or occupancy of all parts of the building and such other reasonable information as may be required by the Building Inspector.
- (e) Every such application for a permit shall be accompanied by plans and specifications, and a plot plan bearing a certificate from a surveyor that the lot has been surveyed. Such plans and specifications and plot plan shall be filed in duplicate, or as otherwise required, with the Building Inspector.
- (f) Prior to issuance of a building permit, the Building Inspector shall secure in writing from the Fire Department, written requirements relating to fire safety measures of proposed development. Developers shall submit one set of plans for Fire Department use. This shall apply to all new buildings in the City excluding the construction of buildings on land zoned R-1, R-2, R-3, R-3A, and R-4. Change of use or modifications of existing buildings shall follow the same procedure.
- (g) Prior to issuance of an occupancy permit, the Fire Department shall certify in writing to the Building Inspector that a thorough inspection has been made of the premises, and all required systems are installed and functioning properly.

(2) *Seal of registered engineer or architect.* All plans, data and specifications for the construction of any building or structure, or for any construction in connection with existing buildings and structures, other than one-family and two-family residences, containing more than 50,000 cubic feet, total volume, submitted with an application for permit, shall bear the seal of the registered architect or registered engineer, or both, if the structural parts of the building or structure are designed by a registered engineer. The plans shall also be stamped as approved as required by the State of Wisconsin Department of Safety and Professional Services. Such building or structure shall be constructed under the supervision of an architect or engineer who shall be responsible for its erection in accordance with the approved plans. No permit shall be granted for such structure unless such construction will be under the continuous supervision of an architect or engineer, as required by the Wisconsin Statutes. A written statement to this effect shall be filed with the application for permit by the architect or engineer with the Building Inspector. Plans of any size shall be

submitted to either DSPS or to the City of Greenfield, as authorized under SPS 361.60 (5) (b), for review and approval.

(3) *Required permits.* The following permits shall be required:

- (a) Building.
- (b) Plumbing.
- (c) Heating.
- (d) Electrical.
- (e) Air conditioning.
- (f) Wrecking or razing.
- (g) Moving of buildings.
- (h) Billboards or signs.
- (i) Wells. New, operation and closure.
- (j) Siding.
- (k) Occupancy.
- (l) Incinerator.
- (m) Alterations and repairs.
- (n) Erosion.
- (o) Filling station island.
- (p) Filling station pump.
- (q) Oil and gasoline tanks.
- (r) Private garages and accessory buildings.
- (s) Gas piping.
- (t) Retaining walls above 24 inches in height.
- (u) Commercial parking lot repaving.

(4) *Permit to be kept at site; alteration of plans.* One copy of the approved plans and specifications, together with a signed permit and weatherproof card, shall be kept at the site of the operation during all times the work is in progress and until the completion of the building. After issuance of a building permit, the approved plans shall not be altered unless any proposed change is first approved by the Building Inspector as conforming to the provisions of this chapter.

(5) *Lapse of permit.*

- (a) The building permit shall become null and void unless operations are commenced within 4 months from the date thereof, or if the building or work authorized by such permit is suspended at any time after work is commenced for a period of 60 days. No construction shall commence or resume unless a time extension is granted. The Building Inspector shall make the final determination as to if the permitted work has not started or has been suspended or abandoned. The permit shall not be considered expired until the Inspector has notified the permit holder in writing and offered a time extension.
- (b) In any event, except the work required to construct a one-family or two-family residence, all work requiring a permit shall be completed within 12 months of the issuance of the building permit. Completion requires the passing of a final inspection. A 6-month extension may be granted by the Community Development Manager. Before any work is commenced or recommended after the permit has lapsed under subsections (a) or (b), a new permit shall be issued at the regular rate and fees.

- (6) *Laterals.* All new construction within the City which is being constructed on lands which are not served by municipal sewer or water, shall make provisions for the future connection to municipal sewer or water by the installation of service laterals from the new construction to the curb line. The application for a building permit where municipal sewer or water is not immediately available shall be referred to the City Engineer for his/her approval as to the placement of such service laterals and he/she shall keep an adequate record of the locations of such service laterals.
- (7) *Construction site cleanup.*
- (a) All building contractors for residential, commercial or major remodeling jobs constructing new homes within the City shall provide a dumpster on site for the collection of all building debris. The dumpster shall be placed on site immediately after the completion of backfilling or aboveground framing. Failure to comply with this provision will subject the contractor to a Stop Work Order and/or penalty under Section 25.04 of the Municipal Code.
 - (b) All building contractors performing major residential or commercial remodeling shall also provide a dumpster on site for the collection of all building debris as deemed necessary by the Building Inspector. The dumpster shall be placed on site immediately upon commencement of the work.
 - (c) At the time application is made for the permit, the Building Inspector shall have the authority to designate the size of the dumpster necessary to carry out the purpose of this subsection.

15.21 - Certified plot plan.

- (1) *Generally.* A certified plot plan shall be submitted with the application. The certified plot plan shall show the location and size of the proposed building or structure, easements, and every existing building or structure thereon, together with the widths and grades of adjoining streets, sidewalks and alleys at the elevation at the front corners, and at any point in between, where the grade changes from the street and from the lot line common to both lots, and distances between proposed buildings or structures and existing buildings or structures and the lot lines.
- (a) *Exceptions.* The requirements of the last preceding sentence shall not apply to lots adjoining the rear line of the lot to be built upon, except in the case of corner lots. The plot plan shall be furnished in triplicate with an application.
 - (b) *Certification.* The plot plan must be certified by an accredited engineer or surveyor. Further, a registered surveyor must inspect and certify to the Building Inspector that the footing forms are in place and that the location of the proposed building, and the grade thereof, will conform to the plot plan as previously approved by the Building Inspector. The Building Inspector's office shall not make a footing inspection until such certification is filed with such office. City datum elevations must be used.
 - (c) *Minimum-maximum grades.* All residential buildings hereinafter erected shall be set at a grade as determined by the City Engineer, providing at least a 12-inch pitch from the grade line of the building to the front line. Denial of a permit for noncompliance with the grade dimensions may be appealed to the Zoning Board of Appeals, which may grant relief from hardship by reason of terrain and other unusual circumstances. In no event shall a residential driveway have a slope of less than 2% slope nor greater than 8% slope. Driveways outside of this range will not be approved without acceptance by

the owner of the issues related to driveway slope. Driveways shall never be greater than 12% slope.

- (d) *Private garages.* No building permit shall be issued for construction of a private garage where the elevation of the floor at any point of the garage is to be less than 3 inches above the grade of the street, sidewalk, alley or other public way from which access by motor vehicle is to be made.
- (e) *Commercial and industrial buildings.* No building permit shall be issued for the construction of a commercial or industrial building where the elevation of the top of the basement or foundation wall is to be lower than the grade for the sidewalk on the street, or other public way, at a point directly out from the front or main entrance. The plot plans for proposed commercial, industrial or apartment complex shall show the proposed grades and shall be stamped approved by the City Engineer.

15.22 - Plans and specifications.

- (1) Plans and specifications shall be of sufficient clarity to indicate the nature and character of the work proposed and to show that the law will be complied with. Computations, strain sheets, stress diagrams and other data necessary to show the correctness of the plans shall accompany the plans and specifications when requested by the Building Inspector.
- (2) Any specifications in which general expressions are used to the effect that "work shall be done in accordance with the Building Code" or "to the satisfaction of the Building Inspector" shall be deemed imperfect and incomplete and every reference to this Chapter shall be to the section or subsection applicable to the material to be used or to the method of construction proposed.
- (3) The specific format of plans shall be specified by the Inspection Services Division and may change depending on the data tracking or processing needs of the Division. The plans submittal requirements shall be determined by the permit issuing agent. The plans may consist of paper or electronic format, or both. The plans shall be drawn to a scale and the essential parts shall be drawn to a scale of not less than 1/8 inch to 1 foot.
- (4) All plans shall bear the name of the architect, structural engineer or designer.
- (5) Plans and specifications shall be kept on file in the office of the Building Inspector, until the completion of the building and for two (2) years thereafter. The owner or contractor may have the plans and specifications returned to him/her after the 2 years, provided the Building Inspector has no further use for them. Plans and specifications not called for within 6 months thereafter may be destroyed.
- (6) The Building Inspector may authorize the issuance of a permit without plans and specifications for small or unimportant work.

15.23 - Landscaping.

- (1) All front/rear/side yard areas containing a dwelling unit for which an occupancy permit has been issued shall be put into a lawn (except for such areas set aside for trees, shrubbery and gardens), within one year after an occupancy permit has been issued.
- (2) Site shall be stabilized for erosion control in accordance with City requirements prior to an occupancy permit being issued.

15.24 - Permit fees.

- (1) *Fee schedule.* Before receiving a permit, the owner or his/her agent shall pay into the City Treasury a fee in accordance with section 3.12(9)(a) of this Code.

15.25 - Engineering and inspection fees.

Before the City will incur any liability for engineering or inspection fees, such fees shall be paid to the City Treasurer.

15.26 - Issuance of permits.

- (1) *Plan approval.*

- (a) *Purpose.* To promote the safe and efficient use of land, to further enhance the value of property in the City, to ensure that newly developed properties and redeveloped properties are compatible with adjacent users, and to ensure that safety, traffic, overcrowding and environmental problems are minimized to the extent possible.
- (b) *Inspector approval required.* No building permit shall be issued until the necessary plans and specifications have been approved by the Inspector for those items enumerated under section 15.06.
- (c) *Common Council approval required.* No building permit shall be issued for developments in lands zoned MFR1, MFR2, MFR3, C-1 thru C-5, O, BP, M-1, I and PUD unless the plans have been approved by the Common Council.
- (d) *Site and landscape plans required.* All proposed development, redevelopment and exterior revision, other than construction of detached single-family and two-family residential structures or structures accessory thereof, shall submit site and landscape plans to the Community Development Division for Plan Commission review and Common Council approval. Plans must meet the minimum requirements of the City's "Adopted and Official Site Development Standards" and all other applicable local, state and federal regulations. The Plan Commission may recommend approval with conditions. No proposed development, redevelopment or exterior revision may commence prior to such approval.
- (e) *Moving permits.* The Building Inspector shall refer all applications for a moving permit to the Plan Commission.
- (f) *Architectural review.* All exterior modifications to exterior structures proposed to be constructed or moved, will conform to the City's "Architectural Review Principles and Standards." The Planning Commission may recommend Common Council approval with conditions.
- (g) *Appeal to the Zoning Board of Appeals.* If the staff, Plan Commission or Common Council, for any reason, refuses to submit, forward or approve respectively, plans required to commence proposed development, redevelopment or exterior revisions, the applicant may appeal such determination to the Zoning Board of Appeals in accordance with the provisions in Chapter 21 of this Code. Failure to file an appeal shall be deemed to constitute a withdrawal of the application.

- (2) *Streets.*

- (a) *Grade must be established.* (No building permit shall be issued for the construction of any building other than a temporary building, which shall be removed within 6 months after the date of issuance of the permit, on land abutting on any street or public way on which the grade has not previously been fixed by Chapter 20 of this Code.

- (b) *Access required.* No building permit shall be issued unless the lot abuts upon a passable graded street which will allow access for fire, police, and other municipal services and equipment.
- (3) *Sewage disposal.*
 - (a) *Area requirements.* No building permit shall be issued for the construction of a building upon a lot for which City sanitary sewer is not available.
- (4) *Water supply.* No building permit shall be issued for the construction of any building on a lot which is not served by the City water supply, unless the applicant shall obtain a permit for a private well under Chapter 16 of this Code.
- (5) *Building Inspector to issue permit.*
 - (a) If the Building Inspector finds that the proposed building will comply in every respect with this Chapter, and all laws of the State and lawful orders issued pursuant thereto, he/she shall issue a building permit. After being approved, the plans and specifications shall not be altered in any respect which involves any of the above-mentioned ordinances, laws or orders, or which involves the safety of the building, except with the written consent of the Building Inspector filed with such application.
 - (b) If adequate plans are presented, the Building Inspector, at his/her discretion, may issue a permit for a part of the building before receiving the plans and specifications for the entire building. No person shall commence work on any building or alteration before the building permit has been issued. The issuance of a permit upon the plans and specifications shall not prevent the Building Inspector from requiring the correction of errors in such plans and specifications, or from preventing building operations being carried on thereunder when in violation of any ordinance of the City, laws of the State or lawful orders issued pursuant thereto.
 - (c) For the construction of buildings requiring approval of Department of Safety and Professional Services, no permit shall be issued until such approved plans are received by the Building Inspector.
- (6) *Plumbing and electrical permits.* No plumbing or electrical permit shall be issued for new or alteration work, unless first approved by the Building Inspector or unless a building permit has been previously issued.
- (7) *Issuance of building permits withheld for areas of planned public improvements.*
 - (a) Whenever the Common Council shall determine that an expressway, grade separation project or other public improvement is being planned by the federal government, State government, Milwaukee County, Milwaukee County Expressway Commission or the City, involving any real estate within the City, the Common Council may direct the Building Inspector to withhold the issuance of any building permit relating to proposed improvements to such real estate, for a period not to exceed 90 days, to enable such governmental unit or agency to acquire such property by purchase or condemnation.
 - (b) To provide for the orderly acquisition of property for permanent improvement projects contemplated by the City; to minimize the cost thereof by avoiding further improvements thereon, the cost of which would ultimately be borne by the City at the time of purchase or condemnation; to insure the prompt and least expensive acquisition of properties necessary for public improvements; to aid in the most economical acquisition of property in the City by other governmental organizations; and to best serve the general interest, convenience and necessity, this subsection is enacted to expedite and systemize the purchase of such property.

- (8) *Inspector may revoke permits.* The Building Inspector may revoke any permit, certificate of occupancy or approval issued under the regulations of this Chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:
- (a) Whenever there is a violation of any regulation of this Chapter or of any other ordinance, law, or Wisconsin Statute relating to the same subject matter.
 - (b) Whenever the continuance of any construction becomes dangerous to life or property.
 - (c) Whenever there is any violation of any condition or provisions of the application for or of the permit.
 - (d) Whenever in the opinion of the Building Inspector there is inadequate supervision provided on the job site.
 - (e) Whenever any false statement or misrepresentation has been made in the application for permit, plans, drawings, data, specifications, or certified lot or plot plan on which the issuance of the permit or approval was based.
 - (f) Whenever there is a violation of any of the conditions of an approval or occupancy given by the Building Inspector for the use of any new materials, equipment, methods of construction devices or appliances.
 1. The notice revoking a permit, certificate of occupancy or approval, shall be in writing and may be served upon the applicant for the permit, owner of the premises and his/her agent, if any, and on the person having charge of construction.
 2. A revocation placard shall also be posted upon the building, structure, equipment or premises in question by the Building Inspector.
 3. After the notice is served upon the persons as aforesaid and posted, no person shall proceed thereafter with any construction operation whatsoever on the premises, and the permit which has been revoked shall be null and void. Before any construction or operation is again resumed, a new permit, as required by this Chapter, shall be procured and fees paid therefore, and thereafter the resumption of any construction or operation shall be in compliance with the regulations of this Chapter.

15.27 - Certificates of occupancy.

- (1) *Residences.*
 - (a) No residence shall be occupied within the City; no City permit or license as regulated by this Chapter which involve the use or occupancy of any premises, building, structure or equipment, or any part thereof, shall be issued by any other City department or officer until approved by the Building Inspector, to the effect that the use or occupancy of such premises, building, structure, equipment, or any part thereof, will be in compliance with all of the pertinent regulations of the City; and provided further that a certificate of occupancy has been first procured from the Building Inspector for the use or occupancy of such building, structure, premises, equipment or any part thereof.
- (2) *Commercial and industrial buildings.* The Building Inspector shall make a final inspection of all factories, warehouses, stores and other commercial buildings, additions and alterations, and buildings vacant for 30 days or more. If no violation of this Chapter or any other provision or lawful order can be found, the Building Inspector shall issue a certificate of occupancy stating the purpose for which the building, including tenant spaces, is to be used, also the maximum load and maximum number of persons that may be accommodated on each floor thereof. No building or part thereof shall be occupied until such certificate has

been issued, except with the written consent of the Building Inspector, nor shall any building be occupied in any manner which conflicts with the conditions set forth in the certificate of occupancy.

- (a) *Posting of capacity placards.* The holder of the certificate of occupancy or licensee, if any, of any building or structure or part thereof, now used or hereafter to be used, for theater, worship, instruction, amusement, entertainment, recreation or public assembly purposes, tavern, dining (except where fixed seats are installed), and for factory, mercantile or manufacturing purposes, shall securely post and maintain in designated places as directed and provided by the Building Inspector, placards indicating the approved maximum number of persons permitted in such occupancies as regulated in this chapter. Such placards shall be made of durable material, not more than 20 square inches in size, to be placed on the inner face of the entrance doors to places of assemblage, unless permission is secured from the Building Inspector to place them elsewhere.
- (b) *Overcapacity buildings prohibited.* No person shall permit in any building or structure, or part thereof, regulated in paragraph (a), a greater number of persons than the number indicated on placards as posted pursuant to this action, and further, no person shall alter, deface, obstruct from view, or remove any such placards.

15.28 - Gas piping systems.

- (1) *National Fuel Gas Code adopted.*
 - (a) The National Fuel Gas Code, ANSI Z223.1-2015, NFPA 54-2015, including all amendments subsequently made thereto, is hereby adopted by reference and incorporated into this article with the same force and effect as though fully set out in this section, and failure to comply with any provision of the National Fuel Gas Code shall constitute a violation of this subdivision.
- (2) *Permit and inspection required.*
 - (a) No person shall do any gas piping work in the City until after a permit therefor has been issued. All gas piping system work under permit shall be inspected and approved prior to the concealment of work.
 - (b) 16,045 – Gas piping system permit by licensed master plumber or licensed HVAC contractor.
Only a master plumber or HVAC contractor, licensed by the State of Wisconsin Department of Safety and Professional Services, may apply for and be issued a gas piping system permit. The master plumber or HVAC contractor shall be responsible for code compliance, and issuance of permit shall not relieve the designer of the responsibility for designing a safe gas piping system or component.
- (3) *Submission of plan.*
 - (a) At the discretion of the Building Inspector or other qualified Inspector, a gas piping plan shall be submitted for all new installations, additions and alterations to a gas piping system involving 10 or more gas fixture outlets to be installed in public buildings.
- (4) *Plans and specifications.*
 - (a) Plans and specifications for gas piping to be installed in and outside of all buildings, structures, parks, areas or complexes, shall be submitted to the Inspection Services Division and written approval must be received before commencing work.
- (5) *Bad faith; unreasonable delay.*

- (a) Bad faith or unreasonable delay in the performance of gas piping work or failure to respond promptly to official communications shall constitute sufficient reason for withholding permits and/or issuing new permits.

15.29—15.61 - Reserved.

FRAME CONSTRUCTION

15.62 - Stairways.

- (1) *Exit and openings.*
 - (a) *Exterior stairways.* Exterior stairways other than to the first floor and basement shall not be allowed.
 - (b) *Access.* Access to each dwelling unit shall be provided without passing through any part of any other dwelling unit. In dwelling units, every habitable room shall have access to every other habitable room without passing through a bathroom or toilet room.
 - (c) *Corridors and hallways.* Corridors and hallways between rooms shall be not less than 36 inches wide.
 - (d) *Attics, access thereto.* In every building and structure having an attic, there shall be provided permanent access thereto by means of a scuttle, disappearing or permanently installed stairway; minimum size opening 24" × 24".
- (2) *Toilets and bathrooms.*
 - (a) In every dwelling, there shall be provided in each dwelling unit, and connected to a plumbing system, at least:
 - 1. One water closet.
 - 2. One bathtub or shower.
 - 3. One lavatory.
 - (b) Plumbing fixtures as stated above shall be smooth, nonabsorbent, resistive to detrimental action of conveyed wastes and free from concealed fouling surfaces.
 - (c) Each bathroom or toilet room shall be provided with a door. No bathroom or toilet room shall open directly into a kitchen, nor shall such room provide sole access to any other room.
 - (d) Bathrooms and toilet rooms shall be provided with means of ventilation as required by this chapter for habitable rooms.

15.63—15.87 - Reserved.

PRIVATE GARAGES

15.88 - Floor area.

The square footage content of any garage shall conform to the requirements of Chapter 21 of the Municipal Code.

15.89 - Number of vehicle entrances.

In no case shall there be more than two (2) vehicle entrance doorways for a two (2)-car garage or more than three (3) doors for a three (3)-car garage.

15.90 - Private garages attached and detached.

When a garage is located beneath, or attached to a dwelling, the following regulations as to its construction shall be rigidly observed.

- (1) *One-hour fire resistive construction.*
 - (a) When a garage is located beneath any occupied part of a dwelling, it shall have a one-hour fire resistive ceiling, and partitions and enclosing walls shall be one-hour fire resistive partitions as defined by the State Building Code or Underwriters' Laboratories, Inc.
 - (b) When a garage is attached to a dwelling, the garage side of walls separating the garage from the dwelling shall be of one-hour fire resistive construction as herein above defined and shall extend to roof sheathing.
- (2) *Opening from dwelling.* Openings from dwelling to garage shall be restricted to a single doorway.
- (3) *Floors.* Garage floors shall be of concrete or equally fire resistive and impervious material.

15.91—15.92 - Reserved.

GENERAL PROVISIONS

15.93 - Residences.

- (1) *Lots to conform to zoning ordinance.* No residence shall be erected on a lot which does not conform to Chapter 21 of the Municipal Code.
- (2) *Square footage and cubical content.* The square footage content of any residence shall conform to the requirements of the zoned classification as provided in Chapter 21 of the Municipal Code. In determining the cubical content of residences without a basement, in addition to the cubical content of the living quarters, credit shall be given for the number of cubic feet represented by the length of the house times the width of the house times a depth of four (4) feet six (6) inches.
- (3) *Exterior surfaces.* All exterior surfaces of a new house, and all exterior surfaces applied to old houses, shall be of natural stone, manufactured stone, brick, new wood siding, stucco, wood shingles, 3/8 -inch exterior plywood, aluminum siding stopped, backed and shaded as frame siding, on studs 16-24 inches on center or other material approved by the Building Inspector. Concrete, cement or exterior surfacing may be used for trim only. Aluminum siding with backing to be a minimum of .019-inch thick.
- (4) *Room areas.* Room sizes for one-family and two-family dwellings shall be equal to or greater than those listed in the table in subsection (5). Multiple-family buildings shall have room sizes as approved by the municipality.
 - (a) Minimum dimension of living rooms shall be 11 feet and kitchens shall be 6 feet. Minimum room areas shall not include areas used for storage or closet purposes.
 - (b) Rooms and spaces, not herein regulated as to area, shall be connected to a living or other habitable room. Rooms and spaces not herein regulated, and of areas less than the minimum areas herein required, shall not be used for living, dining, sleeping, or kitchen purposes.
 - (c) No additional dwelling units shall be created or maintained by rearranging room suites, by subdividing rooms or by alterations in any existing building or structure,

unless such dwelling units have been authorized by permit and comply with this and Chapter 21 of the Municipal Code.

- (d) There shall be one complete kitchen per dwelling unit consisting of a sink and space for a refrigerator and stove. An additional space for food preparation in a rec room/great room will be allowed and limited to a bar sink, microwave space, dishwasher, and refrigerator.

15.94 - Moving of buildings.

- (1) No person shall move any building or structure upon any of the public ways of the City, without first obtaining a permit therefore from the Building Inspector and upon the payment of the fee required.
- (2) Applications for moving of building shall be subject to Section 15.26 of this Chapter.
- (3) Any person, in the moving of a building, shall cause same to be a continuous operation during all the hours of the day, and day by day and at night, if the Building Inspector shall so order, until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Lighted barricades shall be kept in conspicuous places at each end of the building during the night.
- (4) Every person receiving a permit to move a building shall, within one (1) day after such building reaches its destination, report that fact to the Building Inspector, who shall thereupon, in the company of the Public Works Division, inspect the streets and highways over which such building has been moved and ascertain their condition. If the movement of such building has caused any damage to any street or highway, the person to whom the permit was issued shall forthwith place them in as good repair as they were before the permit was granted. On the failure of the permittee to do so within 10 days thereafter, to the satisfaction of the Public Works Division, such Division shall repair the damage done to such streets and hold the person obtaining the permit and the sureties on his/her bond responsible for the payment of same.
- (5) No permit shall be issued until the Building Inspector has made an examination of such building, either at its former location and prior to a separation thereof from its foundation and service connections or, if it be a new building which had not previously been located upon any premises or which had no service connections, then prior to the time it shall enter the City limits.
- (6) Before a permit is issued to move any building over any public way in this City, the party applying therefore shall give a bond to the City in the sum of \$50,000.00, such bond to be executed by a corporate surety or two (2) personal sureties to be approved by the Building Inspector, conditioned upon, among other things, the indemnification to the City for costs or expenses incurred by it in connection therewith, arising out of the movement of the building for which the permit is issued, and also conditioned upon compliance with all conditions imposed by the Building Inspector.
- (7) In every case in which, in the opinion of the Building Inspector, the building to be moved is likely to be upon any public way for a longer period than the daylight hours of one day, he/she shall require, in addition to such bond above indicated, public liability insurance covering injury to one person in a sum not less than \$50,000.00 and for one accident, in a

sum not less than \$100,000.00, together with property damage insurance in a sum not less than \$20,000.00.

15.95 - Filling of lands.

No person shall fill, elevate or otherwise raise with earth, or with any other means, the grade of lands within the City to more than 24 inches above the street grade. Special permission to fill more than 24 inches, because of hardship by reason of terrain or other unusual circumstances, may be granted by the Zoning Board of Appeals.

15.96 - Skateboard ramps.

- (1) *Generally.* The Common Council has determined that the unregulated use and construction of skateboard ramps or pipes in the City can be detrimental to the health, safety and welfare of residents in the City and that regulation of the same is essential.
- (2) *Skateboard ramps defined.* Skateboard ramps shall refer to all outdoor structures designed and principally intended to permit persons on skateboards to move continuously from one side to the other, commonly known as ramps or pipes.
- (3) *Height of ramps.* No person shall construct, erect, place or maintain a skateboard ramp on any property within the City, which ramp exceeds six (6) feet in height.
- (4) *Location.* No person shall construct, erect, place or maintain a skateboard ramp on any property within the City in the front yard of the property and within 20 feet of the property lines on either side or in the rear thereof.
- (5) *Use in residential districts.* In any residential district, no person shall charge or receive any consideration for the use of a skateboard ramp or use or operate a skateboard ramp in any commercial manner.
- (6) *Hours of use in residential areas.* In any residential area in the City, no person shall use any skateboard ramp between the hours of 9:00 p.m. and 7:00 a.m. of any day.
- (7) *Applicability of provisions; compliance.* In order to protect the health, safety and welfare of the citizens of the City, these provisions shall apply to any skateboard ramps constructed, erected, placed or maintained on or after the effective date of this section and also shall apply to any skateboard ramp in existence as of the effective date of this section, although it may have been erected, placed or maintained prior to the effective date of this section. In the case of existing skateboard ramps, the owner or property owner upon which the ramp is located shall have a period of 30 days from the effective date of this section to either remove the ramp or bring it into compliance with the provisions of this section.

15.97 - Special exceptions.

- (1) *Prohibited uses.* The following uses of land are specifically prohibited except as provided under this chapter; sex bookstores, coin-operated motion picture devices showing sex movies and cabarets featuring nude or seminude dancers, strippers or similar type entertainment.
- (2) *Purpose and intent.* This chapter is intended to protect the public health, safety, welfare and morals of the community, to promote the stability of property values and impose restrictions upon those activities which pander to gross sexuality in a manner that would detract from the neighborhood, adversely affect the property values and increase crime and violence. In recognition of the protections afforded to the citizens under the First and

Fourteenth Amendments, it is not the intent of this chapter to inhibit freedom of speech, press or expression.

(3) *Definitions.*

Specified anatomical areas.

1. Less than completely and opaquely covered:
 - a. Human genitals pubic region.
 - b. Buttock.
 - c. Female breast below a point immediately above the top of the areola.
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities.

1. Human genitals in a state of sexual stimulation or arousal.
2. Acts of human masturbation, sexual intercourse or sodomy.
3. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

(4) *Book sales.* No person shall establish any bookstore or book department of a store in which a substantial or significant portion of its stock in trade is in books, magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified activities or specified anatomical areas," except as provided in subsection (7).

(5) *Minimotion displays.* No person shall offer for viewing through coin-operated motion picture devices any movie or other form of display which has significant displays of specified sexual activities or specified anatomical areas, except as provided in subsection (7).

(6) *Cabarets.* No person shall feature or permit topless dancers, bottomless dancers, exotic dancers, strippers or persons engaged in specified sexual activities or similar entertainers, except as otherwise provided in subsection (7).

(7) *Exceptions.* Such use or uses as prohibited in this chapter may be waived, provided that such building is not located within 1,000 feet of any residentially zoned district, school or church. In addition to that condition, any such use shall be subject to a special use permit and shall comply with the requirements of Chapter 21 of the Municipal Code.

DELEGATED MUNICIPALITY STATUS

15.98 – Delegated Municipality Status.

(1) *Delegated Municipality.* The municipality has adopted the Delegated Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.

1. *Responsibilities.* The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):
 - a. Provide inspection of commercial buildings with certified commercial building inspectors.
 - b. Provide plan examination of commercial buildings with certified commercial building inspectors.
2. *Plan Examination.* Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other

structures exempted in SPS 361.03(3), to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:

- a. A new building or structure.
 - b. An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.
 - c. An alteration of a building space, element, or structure. Including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system or replacement of equipment or fixtures within those systems.
 - d. A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
 - e. The department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.
3. Plan Submission Procedures. All commercial buildings, structures and alterations, including new buildings and additions require plan submission as follows:
- a. Building permit application
 - b. Application for review – State of Wisconsin forms as applicable based on trade submitted or Municipal Equivalent.
 - i. Fees per municipal fee schedule
 - ii. Fees apply to all commercial projects

AND one of the following options

- c. 4 sets of plans
 - i. Signed and sealed per SPS 361.31
 - ii. (1) set of specifications
 - iii. Component and system plans
 - iv. Calculations showing code compliance

OR

- d. 1 sets of plans with 3 Project cover sheets
 - i. Signed and sealed per SPS 361.31
 - ii. (1) set of specifications
 - iii. Component and system plans
 - iv. Calculations showing code compliance

(2) Submission of Plans

The owner or contractor shall, with respect to any proposed construction or demolition, submit sets of building plans to the Inspector for any work which expands the size of a building, any new building or as required by the Inspector. If a new building or building addition is proposed, a plat of survey stamped by a surveyor licensed by the State of Wisconsin, drawn to scale showing such proposed work and existing buildings and property lines shall be submitted. Another set of plans may be requested at the discretion of the Building Inspector for the Assessor. The Building Inspector may require the owner or contractor to submit plans for any construction or demolition project when the Building Inspector determines that it is necessary to review such plans to assure that the proposed project will comply with all applicable codes.

1. The above-described “plot plan” for a new building shall be a parcel survey (one original with Surveyor’s signature and stamp plus two copies). Said survey shall show the following:
 - a. Location and dimensions of all existing and proposed buildings
 - b. Lot dimensions and all lot corner elevations using U.S.G.S. datum
 - c. Building set backs
 - d. Location and elevation using U.S.G.S. datum (must be in accordance with the approved grading plan)
 - e. Elevation of the lot and relation to sidewalk, street, etc. using U.S.G.S. datum
 - f. Elevation and setback of adjacent buildings using U.S.G.S. datum
 - g. Types of monuments at lot corners (i.e., I.P.)
 - h. Water courses, easements and drainage pattern
 - i. Seal and signature of surveyor licensed in the State of Wisconsin.

VIOLATIONS AND PENALTIES

15.99 - Violations and penalties.

- (1) *Violations.* No person shall erect, construct, enlarge, alter, repair, move, demolish, convert, equip, use or occupy or maintain any building or structure in the City contrary to, or in violation of, any provision of this Chapter, or cause, permit or suffer the same to be done.
- (2) *Issuance of permit does not permit violation.* The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this Chapter. No permit presuming to give authority to violate or cancel the provisions of this Chapter shall be valid, except insofar as the work or use which it authorizes is lawful.
- (3) *Building inspector may require corrections.* The issuance of a permit upon plans and specifications shall not prevent the Building Inspector from thereafter requiring the correction of errors in such plans and specifications, or from preventing building operations being carried on thereunder when in violation of this chapter or any other regulation.
- (4) *When permit void.* Every permit issued by the Building Inspector under the provisions of this chapter, shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced for a period of six (6) months. Before such work can be recommenced, a new permit shall first be obtained and the fee therefore shall be one-half the amount required for a first permit.
- (5) *Excavations.*

- (a) All excavations for buildings and structures, and parts thereof, shall be protected and guarded against danger to life or injury to persons or property.
 - (b) No trench for sewer or other excavations shall be made below any foundation wall nearer than 3 feet to any corner of such foundation. No trench for sewer or other excavations shall be made nearer to any column or pier footing than 1½ times the depth of the excavation below the footing.
 - (c) When the owner of any lot or plot of land, or the municipality, in making improvements, is about to excavate or cause an excavation to be made, which excavation in any way affects any building or structure on any adjoining lot, a notice shall be given to all owners of adjoining lots at least 10 days prior to commencing the excavation. Such notice shall describe the extent and character of the excavation work about to be done and the adjoining owners shall thereafter be given a reasonable opportunity to protect their property in compliance with this chapter.
 - (d) Whenever an excavation, or foundation for building purposes, has remained open for a period of six (6) months with no work having been done at the site for such period, the Building Inspector shall serve a notice upon the owner of the property that work at the site be commenced forthwith or that the excavation be filled to grade. The order shall be served upon the owner or his/her agent and upon the holder of any encumbrance of record as provided in Wis. Stats. § 66.05. If the owner fails to comply with the order within 15 days after service thereof upon him/her, the Building Inspector shall cause the excavation to be filled to grade and the cost charged against the real estate as a special charge as provided in Wis. Stats. § 66.05. In addition to filling the excavation, any person who violates this section is subject to the provisions of Section 25.04 of the Municipal Code.
- (6) Citations; *Penalties*. Any person who shall violate any provision of this Chapter, or any order, rule or regulation made hereunder, shall be subject to a penalty as provided in Section 25.04 of the Municipal Code. The provisions of this article shall be enforced by the Building Inspector, or designee, and the Sheriff's Department. The use of citations as described in Sec 25.04 of the Code is hereby authorized.

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 _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Kristi Johnson, Community Development Manager

Date Introduced: August 18, 2020

RELATING TO:

ORDINANCE TO REPEAL AND RECREATE CHAPTER 15 – BUILDING CODE.

SUMMARY:

The Ordinance, modifying Chapter 15 – Building Code, includes a few necessary updates including the following:

1. Clean-up of old verbiage, incorrect titles to staffing positions, and reference to the Wisconsin Department of Commerce, which has been replaced with the Wisconsin Department of Safety and Professional Services (DSPS).
2. Adoption of and reference to the Wisconsin Uniform Building Code (UBC) and the Wisconsin Uniform Dwelling Code (UDC). These are codes that municipalities in the State of Wisconsin are required to follow, but were never referenced in Greenfield's Chapter 15. The UDC allows flexibility to pre-1980 dwellings, but was never adopted in Greenfield's Building Code. The State of Wisconsin encourages municipalities to adopt the UDC for these older homes, especially alterations and additions, so as to simplify enforcement procedures and code understanding by builders and owners.
3. Necessary verbiage declaring the City of Greenfield a "Delegated Municipality." This section of the Code includes State-required verbiage in order for Greenfield to conduct plan review, a role that the State of Wisconsin has historically handled. Also on the August 18, 2020 Common Council agenda, is a Professional Services Contract between the City and EPLEX. EPLEX will conduct plan review on behalf of the City. The plan review process can be delayed up to several months at the State level. By contracting with EPLEX, plan review can be conducted at the most, within two (2) weeks. This will speed up the approval and construction process for any development within the City. In order for the EPLEX, on behalf of the City, to conduct plan review, state-mandated verbiage is required to be added to Chapter 15 – Building Code.

ATTACHMENTS: KEY ISSUES ☐ BACKGROUND ☐ RESOLUTION ☐ FISCAL NOTE ☐

MOTION ☐ OTHER ☒ Ordinance



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: August 18, 2020

RELATING TO:

Outdoor Special Event application for the CLG (Classic Lanes Greenfield) Fest event, to be located at 5404 W. Layton Ave., August 28-30, 2020.

SUMMARY:

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

All various department review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Friday, 8/28	4:00 p.m.	10:00 p.m.	10:00 p.m.
Saturday, 8/29	11:00 a.m.	10:00 p.m.	10:00 p.m.
Sunday, 8/30	11:00 a.m.	6:00 p.m.	6:00 p.m.

Live music: 8/28, 5pm – 10pm; 8/29, 12pm – 10pm; 8/30, 1pm – 5pm. Event held on Classic Lanes Greenfield premises.

Set-up: Friday, 8/28, 12:00pm

Breakdown: Sunday, 8/30, 7:00pm

Recommendation: Approve the Outdoor Special Event application for the CLG (Classic Lanes Greenfield) Fest event, to be located at 5404 W. Layton Ave., August 28-30, 2020 and all applicable licenses/permits.

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



Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: August 18, 2020

RELATING TO:

Outdoor Special Event application for the House of Harley Rally at Exit 7 event, to be located at 6221 W. Layton Ave., September 3 – September 7, 2020.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Thursday, Sept 3 – Sun, Sept 6	8:00 a.m.	8:00 p.m.	7:00 p.m.
Monday, Sept 7	8:00 a.m.	5:00 p.m.	5:00 p.m.

Set-up: Wednesday, 9/2, 8:00am

Breakdown: Tuesday, 9/8, 8:00am

Live music, 9/3 – 9/6, 10:00 a.m. - 8:00 p.m. Speaker music 10:00 a.m. – 5:00 p.m. on 9/7.

Event held on House of Harley premises. Motorcycle ride leaves on Thursday, Sept. 3rd at 10:00 a.m.

Recommendation: Approve the Outdoor Special Event application for the House of Harley Rally at Exit 7 event, to be located at 6221 W. Layton Ave., September 3 – September 7, 2020 and all applicable licenses/permits.

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

FIHR 8/12 was cancelled & moved to CC 8/18/20

PACKETS FOR WEDNESDAY, 08 / 12 / 2020 FINANCE MEETING
(MEETING CANCELLED) NOW DIRECT TO COMMON COUNCIL

AP DISBURSEMENT SCHEDULES:

AP CHECKS	7/17/2020	\$	196,829.31
AP CHECKS	7/24/2020	\$	1,684,233.79
AP CHECKS	7/31/2020	\$	113,199.38
AP CHECKS	8/7/2020	\$	105,152.12
WIRE TRANSFERS - JULY 2020			\$ 4,412,513.42
P-CARDS/ JULY 2020 STATEMENT			\$ 232,856.74
TOTAL \$			6,744,784.76

CC: PAULA

CC; FINANCE FOLDER

JULY 2020
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$781,635.56	12/31/2001	variable		\$124.24	21901270
Money Mkt/BMO Harris Bank	\$511,326.39	6/28/2011	variable		\$42.05	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,653,068.11	12/9/2014	variable			
Associated Bank Investments	\$6,494,908.33	12/10/2014	variable			
Totals	\$14,440,938.39				\$166.29	

LOCAL GOVERNMENT INVESTMENT POOL

July 2020 Statement

June Ending Balance	\$	24,583,541.00
8 Deposit (s) in July		7,477,639.62
2 Withdrawal(s) in July		2,176,821.80
July Interest Earnings @ 0.14%		3,098.22
TOTAL	\$	29,887,457.04

ACCOUNT CLASSIFICA AND FUNCTION		2020 AMENDED BUDGET	2020 ACTIVITY THRU 06/30/20	REMAINING BALANCE
DESCRIPTION				
ESTIMATED REVENUES				
TAXES	TAXES	18,144,790	18,148,789	(3,999.00)
INTGOV	INTERGOVERNMENTAL	3,378,240	1,152,748	2,225,492.00
L&P	LICENSES AND PERMITS	1,353,665	601,368	752,297.00
FINES	FINES-FORFEITS-PENALTIES	733,000	322,678	410,322.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,506,500	770,196	736,304.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,271,573	570,949	700,624.00
MISC REV	MISCELLANEOUS REVENUE	353,969	167,582	186,387.00
OTH FIN	OTHER FINANCING SOURCES	1,856,844		1,856,844.00
TOTAL ESTIMATED REVENUES		28,598,581	21,734,310	6,864,271.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,970,783	1,895,804	2,074,979.00
PS	PUBLIC SAFETY	18,721,669	8,785,697	9,935,972.00
PW	PUBLIC WORKS	3,819,562	2,155,389	1,664,173.00
HHS	HEALTH AND HUMAN SERVICES	795,359	378,338	417,021.00
CRE	CULTURE, REC AND EDUCATION	1,080,161	458,584	621,577.00
PD	PLANNING AND DEVELOPMENT	196,047	67,351	128,696.00
OTHER	OTHER FINANCING SOURCES (USES)	15,000	15,000	
TOTAL APPROPRIATIONS		28,598,581	13,756,163	14,842,418.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			7,978,147	7,978,147.00
BEGINNING FUND BALANCE		9,899,465	9,899,465	
ENDING FUND BALANCE		9,899,465	17,877,612	



Committee: Common Council

Item Number:

Introduced By: P. Schafer

Date Introduced: August 18, 2020

RELATING TO: Discussion and decision to approve an agreement with Grota Appraisals, LLC for assessment services for a term ending July 31, 2023. With an option to extend to July 31, 2024 and 2025.

SUMMARY:

The city assessor retired in March 2019 and the clerical person retired in June 2019. With the office being vacant the city signed an agreement with Grota Appraisals, LLC through July 31, 2020 to be the city's assessment department. Grota is familiar with the city since they have completed the revaluations for the city in 2003 and 2012. Grota is also familiar with Market Drive, the assessment software that the city uses. Market Drive is used for the creation of tax bills as well as populating the city's GIS system.

Grota has provided a proposal covering the next three years ending July 31, 2023 with the option to extend through July 31, 2024 and 2025. With contracting going through to July 31st each year that allows for completing the whole process from board of review through the tax season.

The cost of the agreement is shown under item 2.0 on the 12th page.

The agreement has been forwarded to the city attorney for review.

Recommendation: Approve an agreement with Grota Appraisals, LLC for assessment services for a term ending July 31, 2023 with the option to extend to July 31, 2024 and 2025

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

City of Greenfield

2020-2025 Agreement

- 1.1 **Preparation of record cards.** GROTA shall prepare individual record cards or computer-generated data sheets for each parcel to be valued on forms currently approved by the DOR. If GROTA and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon DOR approval. Record cards shall be completed for each parcel, labels with the property owners name and address as provided in sec. 70.17, Wis. Stats., and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.
- 1.2 **Hours.** At minimum, a GROTA employee shall maintain regular office hours at the Greenfield City Hall from 8:00 AM to 4:30 PM every Tuesday except on City-designated holidays. There will be additional hours for meetings, Open Book and prior to the Board of Review, as necessary. A remote connection will be maintained so that one or more GROTA employees will monitor e-mail and other correspondence, additionally GROTA staff is available by phone every day from 8:00 AM to 4:30 PM with the project manager being available by cell phone 5-days a week.
- 1.3 **Clerical Duties.** GROTA shall share the responsibility of the related clerical duties for all assessment information requests including:
- Answering routine telephone calls and e-mails – returned daily
 - Fulfill walk-in requests for assessment data – quickly as possible
 - Assist in scheduling assessment-related appointments
 - Providing copies of all assessment-related open records requests – in a timely manner
 - Preparing appointment mailers, stuffing envelopes and mailing all notices - entirely a GROTA responsibility
 - Filing of all assessment property records cards and any other assessment-related records - entirely a GROTA responsibility
 - All assessment data entry – entirely a GROTA responsibility
- 1.3.1 **Office Space.** The City shall furnish adequate space at the Greenfield City Hall at no cost to GROTA. Office space may include desks, tables, chairs, file cabinets, heating, lighting,

telephone, (2) computers, copy/fax machine and janitorial services.

1.4 **Specific Services.**

- (1) Field review and assess all properties that were under partial construction as of January 1st of the previous year.
- (2) Field review and assess new construction as of January 1st of the current year.
- (3) Perform interior inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling and additions.
- (4) Field visit and measure all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits as needed.
- (5) Field review as deemed necessary sale properties and properties for which no building permit has been issued.

GROTA will collect the name and address of each personal property contact person, separate from the business name. GROTA shall provide a doomsday listing to the Finance Director prior to open book review.
- (7) Account for all buildings destroyed or demolished.
- (8) Implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.
- (9) GROTA will be responsible for determining whether an organization or individual meets the requirements for exemption in determining a property's tax exempt status.
- (10) Process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions.
- (11) Take digital photographs of new construction on or about January 1st annually.
- (12) Maintain and annually update property owner lists, with current name and address changes.

- (13) Post assessments to real estate transfer returns and record sale information to property record cards electronically.
- (14) Annually update all property owner record cards with new legal descriptions electronically.

NOTICE OF ASSESSMENT. Mail Notice of Assessment to property owners and others as required by State Statutes.

1.0 BOARD OF REVIEW

GROTA will be responsible for preparing for the annual Board of Review hearing proceedings as required by State Statutes prior to May of each year. GROTA shall work with the City Clerk to arrange for the hearings. GROTA will attend the Board of Review hearings, serve as City staff at the hearings and defend GROTA's valuations and work products. GROTA will promptly and adequately follow up and respond to any appeals made at the Board of Review hearing, incorporating assessment modifications as approved.

- 1.1 GROTA shall update the City's assessment computer records within fourteen (14) days of the final adjournment of the Board of Review.
- 1.2 GROTA will be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.
- 1.3 Value all mobile homes and all boathouses as required by law.
- 1.4 Coordinate with the Milwaukee County Real Property Listing office to facilitate the digital and manual transfer of data and values.
- 1.5 Provide a website that will be linked to the City's website to place the computer property assessment records on the web for access to the public.
- 1.6 Perform all other duties incidental to the normal duties of the assessor.

2.0 MEETING REQUIREMENTS

- 2.1 Upon reasonable prior notice, the Project Manager shall upon the request of the Mayor, Finance Director, Department Head, or City Council attend City Council meetings that average two (2) hours per month or other prescribed meetings upon reasonable notice.
- 2.2 GROTA agrees to meet monthly or upon request, with the Mayor, Finance Director and/or the City Council to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.

If a DOR-ordered assessment or reassessment occurs, GROTA agrees to meet with the DOR upon request.

- 1.0 **APPROACHES TO VALUE.** GROTA shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means.
 - 1.1 GROTA shall collect and analyze all available sales data for the City of Greenfield in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the City. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the City.
 - 1.2 Sales analysis shall include sales identified on an appropriate map (section, subdivision, etc.), analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field visit a sale and measure and list the improvements of the properties that have sold using computer-assisted means.
 - 1.3 In valuing income producing properties, where appropriate, GROTA shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach.
- 2.0 **IMPROVEMENTS - DATA COLLECTION.** GROTA shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.
 - 2.1 GROTA shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other while performing onsite inspections.

GROTA shall inspect the interior of a ***minimum*** of 90% of the major buildings of each class of improvements, noting both the interior and exterior features on the proper record card to provide an accurate and complete listing for each improvement. The actual number of improvements to be inspected for each class shall be determined by applying the above percentage to the final improvement count for each respective class.

- 1.0 **IMPROVEMENT VALUATION - COST APPROACH.** GROTA shall value improvements in accordance with *Wisconsin Property Assessment Manual*, using generally acceptable appraisal practices and cost manuals and computer-generated costs.
- 1.1 In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the DOR, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.
- 1.2 In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having “no value” or given an appropriate sound physical value.
- 1.3 In using the cost approach for commercial improvements, or a computer-generated calculator, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.
- 1.4 Current local modifiers and costs appearing in the approved cost calculator shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.
- 1.5 All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.
- 1.6 All improvements shall be valued at market value as of January 1.
- 1.7 Data collection – land. GROTA shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location. This information shall include a land sketch.
- (1) GROTA shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the appraiser shall become familiar with land values throughout the City.
- 2.0 **VALUATION - LAND.** Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped and productive forest

land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per sec. 70.32(4), Wis. Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per sec. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the City.

- 2.1 Aerial photographs shall also be used in the evaluation and classification of agricultural, swamp and forest lands. GIS layers, where available, should be provided, showing ownership lines and acreage. The minimum acceptable product under this specification shall be the most recent aerial photographs available from the county, along with soil classification and grading lists and a listing of the unit values used (use value units for class 4 lands, market value units for fallow tillable and idle pasture, class 5, class 6 and class 7 lands). Aerial photographs shall be supplied, where necessary, by the City thru our GIS system, and shall be left with the City, along with classification and unit values documentation.
- 2.2 Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the City.
- 2.3 Having determined basic unit values GROTA shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.
- 2.4 For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the City.
- 2.5 A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the City.
- 2.6 **VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.** Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the *Wisconsin Property Assessment Manual*. The assessor shall compile an updated list of all personal property accounts in Greenfield.

- 2.7 To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in sec. 70.35, Wis. Stats. Such forms shall be mailed or delivered to property owners by the assessor. Completed forms received by the assessor shall be verified for accuracy in content and checked for arithmetic and procedural errors. In the absence of a completed form, the assessor shall field check the account, along with any other questionable accounts.
- 2.8 The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto. GROTA will be diligent in discovering and assessing all personal property. GROTA will field visit all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. GROTA will cross reference personal property account with the corresponding real property and parcel number.
- 2.9 All forms used in the valuation of personal property shall be approved by DOR and shall be left with the City.

FINAL FIELD REVIEW. Prior to Open Book, GROTA shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and economic obsolescence, and to be sure that all lands and improvements are properly accounted for. This applies to when a revaluation is performed.

- 1.0 **OPEN BOOK.** Upon completion of the assessment process outlined above, but prior to the completion of the assessment rolls, GROTA shall hold Open Book appointments for the purpose of enabling property owners or their agents to review and compare the assessed values.
- 1.1 The City of Greenfield shall designate the place for Open Book with both the Finance Director and Appraiser mutually agreeing upon the date(s) and hours. Open Book shall include evening hours in the year a

revaluation is performed.

- 1.2 GROTA shall conduct Open Book in accordance with Wisconsin State Statutes. GROTA shall prepare a written statement regarding Open Book dates, times, and instructions on how to set up an appointment for an Open Book, at least fifteen (15) days prior to the first Open Book. CITY shall notify the local press for publication prior to the Open Book.
 - 1.3 GROTA shall send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under sec. 70.365, Wis. Stats. GROTA shall also indicate on the notice, or attach to the notice, the time, date, and place the Open Book will be held. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by GROTA.
 - 1.4 Open Book shall be held within the completion date specified in the Agreement. In the event the City requests that Open Book be held at a date beyond the Agreement completion date, and provided GROTA agrees to such, the Agreement shall be extended commensurate with the lapse of days between the originally Agreement completion date, and the revised date for Open Book. Such extension shall be in writing and signed by both the City and GROTA.
- 2.0 **COMPLETION OF ASSESSMENT ROLL.** GROTA shall be responsible for the proper completion of assessment rolls according to current statutes. GROTA shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by GROTA. For computer prepared assessment rolls, it shall be sufficient for GROTA to provide a list of all assessments at market value in the format required for data entry.
- 2.10 Final assessment figures for each property shall be provided by GROTA to Milwaukee County on the County's forms, and the roll shall be totaled to exact balance between the County and GROTA. GROTA shall prepare and submit the Municipal Assessment Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.
- 3.0 **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.** GROTA and/or responsible member(s) of GROTA's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values.
- 3.1 In the event of appeal to the DOR or to the courts, it is agreed that the appraiser and/or qualified representative(s) shall be available upon written request from the City to furnish testimony in defense of the values

established by the revaluation in all cases which might arise.

GENERAL AGREEMENTS

- 4.0 **PERSONNEL/EMPLOYMENT.** All personnel providing services shall be currently certified in compliance with secs. 70.055 and 73.09, Wis. Stats. and the administrative rules prescribed by the DOR.
- 4.1 GROTA shall review any complaint relative to the conduct of his employee(s). If Greenfield deems the performance of any of GROTA's employees to be unsatisfactory, GROTA shall, for good cause, remove such employee(s) from work upon written request from the Finance Director, such request stating reasons for removal.
- 4.2 GROTA shall designate a Project Manager qualified and responsible employee to supervise the operation of GROTA's staff for the entire Agreement period. The individual shall be certified at a minimum as an Assessor II. The individual designated as such shall be available to the City for the entire Agreement. Should the Project Manager be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval of the City.

The designated **Project Manager** for the City of Greenfield will be Les Ahrens. The Project Manager shall report to and be accountable to the City's Director of Finance or his/her designee. The Project Manager shall meet with the Director of Finance on a regular (bi-weekly) basis to discuss the progress of the work and to review the data and the reports completed.

- 1.1 **Confidential.** GROTA shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement.
- 1.2 GROTA shall comply with all the applicable provision of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.
- 1.3 GROTA is expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
- 1.4 All assessment personnel shall carry proper photo identification to assure the public of their identity and purpose for gaining access to private property.
- 1.5 GROTA will provide and update the City with a listing of all personnel assigned. All personnel shall be approved and copies of each employee's certificate shall be supplied to the Finance Director within 30 days of

assignment to the City.

- 2.0 **INSURANCE.** GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of GROTA, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to Greenfield. Limits of liability shall not be less than:

Worker's Compensation - Statutory

Bodily Injury:

Per Person \$ 100,000
Per Occurrence \$ 300,000

Comprehensive Auto Liability Including: Non-Ownership Coverage:

Comprehensive general liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit.

Comprehensive auto liability, including property damage and non-ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit.

- 5.0 **INSURANCE - VALUABLE PAPER.** GROTA agrees to carry proper and sufficient insurance to cover loss of municipality's records withdrawn from municipality for appraiser's use as well as appraiser's records in process under this agreement which are in possession of GROTA.
- 6.0 **PUBLIC RELATIONS.** During the course of the revaluation GROTA shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow Greenfield to actively participate. The City shall aid GROTA with a reasonable promotion of public information concerning the work under this agreement.
- 7.0 **DIRECTOR OF ADMINISTRATION TO BE INFORMED.** Appraiser shall make a reasonable explanation to the Finance Director or his designee throughout the revaluation in the use of procedures, standards, and records used for making property appraisals.
- 8.0 **INFORMATION TO THE DEPARTMENT OF REVENUE.** GROTA shall complete and submit to the Supervisor of Equalization:

- 8.1 The Municipal Assessment Report when the revaluation is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in June. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the revaluation in addition to this tentative report. If reports were estimated, the final reports must be submitted to both the City and DOR within seven (7) days after completion of the board of review.
- 8.2 A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted to the City upon completion of the assessment roll(s).
- 9.0 **INDEMNITY.** GROTA shall indemnify, save, and hold harmless the City and all of its officers, agents, and employees, from any and all claims for losses, injuries, damages and liability to persons or property occasioned wholly or in part by the acts or omissions of GROTA, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of GROTA. Indemnity shall apply to situations or circumstances where current Wisconsin State Statutes may not fully make correction.

GROTA has already started work under this Agreement, GROTA has, or will have obtained all insurance required under this Agreement within 15 days after acceptance of this contract by both parties. A certificate of insurance shall accompany the signed Agreement and shall be filed with the City Clerk as proof of such insurance, which shall not be cancelled without thirty (30) days written notice to the insured and the City. All insurance premiums shall be the obligation of and shall be paid by GROTA.

GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of GROTA, their agents and employees in the execution of work. Further, GROTA shall be responsible for any and all of their agents while performing acts under the terms of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the City, listing the City as an additional insured.

LOSS OF RECORDS. GROTA agrees to carry proper and sufficient insurance to cover loss of the City's records, as well as GROTA's records in process under this Agreement which are in possession of GROTA. GROTA shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the City.

1.0 ASSESSMENT RECORDS.

25.1 The City shall allow access by GROTA to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.

25.2 The City shall furnish the name and correct address of the owner and block and lot number size or other identifying description of each parcel to be appraised.

25.3 The City shall furnish the name and correct address, if known, to GROTA for notices to be sent for changes in assessed values.

2.0 COMPENSATION. Payments will be made based on work performed. GROTA will invoice the City as work is performed. Payments will be based on work performed and the annual payment schedule shown below:

\$145,000 - August 2020 thru July 2021

\$147,000 - August 2021 thru July 2022

\$149,000 - August 2022 thru July 2023

\$151,000 - August 2023 thru July 2024 (City option - notification by May 1, 2023)

\$153,000 - August 2024 thru July 2025 (City option - notification by May 1, 2024)

2.1 **Compensation upon effort.** The compensation is based upon effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of Greenfield.

2.2 **Method and terms of payment for this Agreement.** Payment for services rendered under the Agreement shall be on a monthly basis. The monthly statements shall reflect the percentage of work completed less fifteen percent (15%) retainage by the City. The prior year's before January 31 of the following year. (ie. retainage amount equal to 15% of the total annual compensation would be paid by January 31 in the year after work was performed)

2.3 All statements shall be submitted to the Finance Director on the first day of each month for services performed the preceding month. After review and procuring any needed corrections therein, the Finance Director shall endorse his/her approval and promptly pay such statements.

2.4 All compensation paid to GROTA shall be by check mailed to the address indicated in the Agreement.

10.0 **TURN OVER OF RECORDS.** Within 14 days of the final adjournment of the board of review, GROTA shall turn over to Greenfield:

- (a) all records prepared for the revaluation including, but not limited to property record cards, personal property forms, maps and any other schedules or forms; and
- (b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records; and
- (c) materials specifically obtained and/or used for the performance of assessment work for Greenfield under Agreement to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns; and
- (d) if your assessment system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with Greenfield, along with a field definition file to describe the various data fields in the text file.

11.0 **INDEPENDENT CONTRACTOR.** GROTA is not permitted to assign, subcontract or transfer the work without the written permission of the City.

12.0 **CONFLICT OF INTEREST.** GROTA covenants that it has not public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. GROTA warrants that no part of the total Agreement amount proceed herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor, or consultant to GROTA in connection with any work contemplated or performed relative to this Agreement.

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

GROTA APPRAISALS, LLC

BY: _____
Michael L. Grota, Member Grota Appraisals, LLC

BY: _____

CITY OF GREENFIELD, WISCONSIN

BY: _____
Paula Schafer,
City Finance Director

ATTEST: _____
Jennifer Goergen,
City Clerk

Drafted by:
Michael L. Grota
Grota Appraisals, LLC

- 13.0 **GOVERNING LAWS.** This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement.
- 14.0 **ENTIRE AGREEMENT.** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of GROTA and by a duly authorized office of the City.
- 15.0 **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not contained in the provision, and the rights and obligation of the parties shall be construed and enforced accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.
- 16.0 **SOVEREIGN IMMUNITY.** The City of Greenfield is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations

and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

- 17.0 **NOTICES.** Whenever in the Agreement it shall be required or permitted that notice shall be given, such notices shall be forwarded by certified mail, return receipt requested, and addressed as follows:

To City:

City Clerk
City of Greenfield
7325 W. Forest Home Ave.
Greenfield WI 53220

To GROTA APPRAISALS, LLC:

Grota Appraisals, LLC
N88 W16573 Main Street
Menomonee Falls, WI 53051

**ALVERNO COLLEGE INTERNSHIP PROGRAM
MASTER AGREEMENT WITH**

Greenfield Fire Department

PURPOSE: The Alverno College Internship Program provides students the opportunity to complement their academic preparation with direct practical experience. Your participation exhibits your interest and commitment to this program and to the growth and development of your intern, as a future professional. We look forward to collaborating with you in this work/learning endeavor.

RESPONSIBILITIES: To help insure the interests and promote the benefits of an internship arrangement for all parties involved, Alverno College has developed this **Master Agreement** to describe the mutual responsibilities between the college and your organization, hereafter known as the Internship Site.

I. GENERAL CONSIDERATIONS:

- 1.1 An Internship is a cooperative program between Alverno College and approved internship sites. The Internship Site will provide supervision, facilities and instruction, which will help students acquire the skills and knowledge needed in their chosen field of study or occupation and grant credit at the successful completion of the internship.
- 1.2 This agreement is for the period agreed upon between the Internship Site and Alverno College.
- 1.3 This agreement may be terminated by Alverno College or the Internship Site for good and sufficient cause. Should the Internship Site become dissatisfied with the performance of a student, the Site may request termination of the internship arrangement. This should occur only after College personnel have been notified in advance and satisfactory resolution cannot be obtained. Conversely, the College may request termination of the arrangement for any student not complying with the College guidelines and procedures for the internship program, or if the Internship Site does not uphold the responsibilities mentioned below, as long as the Internship Site personnel have been notified in advance and satisfactory resolution cannot be obtained.
- 1.4 Alverno College shall be responsible for the negligent acts or omissions of its officers, employees, and agents acting within the scope of their employment or agency, respectively, and for the negligent acts or omissions of its students acting within the scope of their responsibilities in their educational program. The Internship Site shall be responsible for the negligent acts or omissions of its officers, employees, and agents acting within the scope of their employment or agency, respectively.

II. RESPONSIBILITIES OF ALVERNO COLLEGE:

- 2.1 Encourage the student's productive contribution to the overall mission of the Internship Site
- 2.2 Designate an Internship Administrator for each internship.
- 2.3 Certify the student's academic eligibility to participate in an internship.
- 2.4 Ensure the Internship Administrator contacts the student and the Internship Site, discusses the student's progress, and advises relative to the Internship program policies and procedures.
- 2.5 Ensure the Internship Administrator strives to promote harmony and cooperation between the Internship Site, the student, and Alverno College.
- 2.6 Maintain confidentiality of any information designated by the Internship Site as confidential.
- 2.7 Provide general liability insurance for each participating student.

III. RESPONSIBILITIES OF THE INTERNSHIP SITE:

- 3.1 Designate an individual who will serve as the mentor for the student and the liaison with Alverno College. This Mentor will accept the primary responsibility for supervision and control of the student at the Internship Site.
- 3.2 Involve the student for the entire period of the internship as agreed unless this agreement is terminated for cause.
- 3.3 Give the student the opportunity to perform work of a professional nature to acquire and practice various skills.
- 3.4 Orient the student to the Internship Site's rules, policies, procedures, methods and operations.
- 3.5 Provide a safe working environment.
- 3.6 **For On-site internships during the COVID pandemic:**
 - **Follow federal, state and local policies and procedures that are in place to provide a safe working environment, which includes following the "Safer at Home" directives, "essential services" designation and the issuing of personal protective equipment (PPE) to the intern when deemed necessary.**
- 3.7 **For Remote Internships:**
 - **Provide resources, equipment, and virtual workspace as needed to support the student's internship work and learning goals as well as the work of the internship site**
 - **Provide the student with regular supervision, mentoring and feedback. In a remote internship this should include at least once-weekly virtual meetings to monitor the student's progress, discuss projects and provide feedback**
- 3.7 Notify the Alverno Internship Administrator immediately of any cause of dissatisfaction with or the misconduct on the part of the student, or if there is any change in the student's work status, schedule, or performance.
- 3.8 If applicable, pay the student the agreed upon rate of compensation for the term of the Internship.
- 3.9 If applicable, provide Workers Compensation and/or other employment benefits to the student to the extent of the required law.
- 3.10 Provide and maintain for its staff professional liability insurance

Signatures required:

Internship Site, Complete Address	Alverno College Internship Program
Greenfield Fire Department	3400 S. 43 Street
4333 S 92nd St	Milwaukee, Wisconsin 53215
Greenfield, WI 53228	
_____ Mentor or Administrator	_____ Sue Leister, Director Internship Program Alverno College
_____ Title	
Date Effective _____	Date Effective <u>August 17, 2020</u>