



REVISED COMMON COUNCIL MEETING AGENDA

Wednesday, November 4, 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_FW2NZhDSieUGN4B0sPnGw

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 October 20, 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)
 - 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. Ordinance amending section 3.12(4) of the municipal code relating to fee schedules for planned unit development applications. (Porter)
2. Discussion and decision to approve the 2021 Special Assessment Rate Schedule (F&HR 10/28/20 Saryan)
3. Discussion and decision to approve an amendment to Resolution No. 3317, updating the Stormwater Utility Rate for 2021 (F&HR 10/28/20 Saryan)
4. Discussion and decision to renew an agreement with Johns Disposal Service for Refuse, Recycling, and Yard Waste Disposal (F&HR 10/28/20 Saryan)
5. Discussion and decision to transfer unused 2020 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2021 (F&HR 10/28/20 Saryan)
6. Discussion/decision regarding agreement with Meijer Great Lakes Limited Partnership for acceptance sponsorship addendum (F&HR 10/28/20 Saryan)
7. Approval of mileage reimbursements in the amount of \$706.29 (F&HR 10/28/20 Saryan)
8. Approve investments and reinvestments (F&HR 10/28/20 Saryan)
9. Accept September 2020 financial statements (F&HR 10/28/20 Saryan)
10. Discussion and decision to approve the UnitedHealthcare health, dental, vision, flexible spending account, health reimbursement account and Cobra benefits as presented for 1/1/2021 through 12/31/2021 and authorize Mayor to sign Acceptance of UnitedHealthcare Offer of Coverage letter (F&HR 10/28/20 Saryan)
11. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at HOG Appreciation event on Saturday, Nov. 14, 2020 from noon - 4 p.m. at 6221 W. Layton Avenue.
Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.(Goergen)
12. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at "Ladies Shopping Night" event on Thursday, Dec. 3, 2020 from 6 p.m. - 9 p.m. at 6221 W. Layton Avenue.
Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.(Goergen)

13. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at "Men's Shopping Day" event on Saturday, Dec. 12, 2020 from noon - 4 p.m. at 6221 W. Layton Avenue. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Goergen)
14. Discussion and decision to adopt an ordinance establishing the 2021 Service Charges for the collection of garbage, refuse, yard wastes and recycling services (Katz)

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.



Committee: Common Council, November 4, 2020

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: November 4, 2020

RELATING TO:

ORDINANCE AMENDING SECTION 3.12(4) OF THE MUNICIPAL CODE RELATING TO FEE SCHEDULES FOR PLANNED UNIT DEVELOPMENT APPLICATIONS

SUMMARY:

Staff is recommending to update the Planned Unit Development District fee schedule. The fee is related to Plan Commission and Common Council applications for new and amended PUD Zoning District requests. The current fee schedule is quite complicated, listing six (6) different types of fees for various circumstances. To be consistent with surrounding communities, staff and the City Attorney are recommending two (2) simple fees:

New PUD: \$3,000

Amended PUD: \$1,500

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

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 3.12(4) OF THE MUNICIPAL CODE RELATING TO FEE
SCHEDULES FOR PLANNED UNIT DEVELOPMENT APPLICATIONS

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

PART I. SECTION 3.12(4)14-19 of the Municipal Code are hereby repealed and recreated to read as follows:

3.12(4) Community Development Division.

Planned Unit Development (PUD)

- | | | |
|-----|-------------------------------------|---------------------|
| 14. | New PUD: | \$3,000 |
| 15. | Amended PUD: | \$1,500 |
| 16. | Engineering charges (if applicable) | see Section 3.12(5) |

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



Finance & Human Resources Committee Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 28, 2020

RELATING TO:

Discussion and decision **to approve the 2021 Special Assessment Rate Schedule.**

SUMMARY:

Each year the city revises the special assessment rates for street reconstruction projects.

The increase is based upon the Consumer Price Index. The proposed rate increase for a given year will be calculated using the annual rate of inflation experienced over the 12 month period ending in August of the prior year.

The inflation factor for next year is 1.458%. For reference, in 2020 the inflation factor was 1.766%.

FINANCIAL:

RECOMMENDATION:

Approve the 2021 Special Assessment Rate Schedule.

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

ASSESSMENT RATES – 2021 Draft

(Note: Residential, multifamily, commercial and industrial as defined per zoning code.
Residential is further defined as properties zoned with “R” classification.)

SANITARY SEWER AND SANITARY SERVICE LATERALS

RESIDENTIAL	\$47.15 / front foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL	\$63.25 / front foot

LATERALS are assessed on the basis of the contract price,
per foot cost x 1/2 the right-of-way, plus 20% for overhead.

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

WATER MAIN AND WATER SERVICE LATERALS

RESIDENTIAL	\$47.15 / front foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL	\$63.25 / front foot

LATERALS are assessed on the basis of the contract price,
per foot cost x 1/2 the right-of-way, plus 20% for overhead.

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

STORM SEWER (Does Not Include Resurfacing of Street)

RESIDENTIAL (does not include service connection)	\$ 3.35 / front foot
MULTI-FAMILY (does not include service connection)	\$13.45 / front foot
COMMERCIAL / INDUSTRIAL (does not include service connection)	\$20.19 / front foot

STORM SEWER SERVICE CONNECTION(S) \$1,268.22 / parcel
(method of connection to be determined by Engineering Division)

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

STREET RECONSTRUCTION (Includes frontage roads)

RESIDENTIAL	\$34.31 / front foot
MULTI-FAMILY	\$47.15 / front foot
COMMERCIAL / INDUSTRIAL	\$67.37 / front foot

* (Includes sidewalk and street lights where applicable)

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

PUBLIC SIDEWALKS *

RESIDENTIAL	0%
MULTI-FAMILY	75% of Contract Price + 20%
COMMERCIAL / INDUSTRIAL	100% of Contract Price + 20%

*(When not included in street reconstruction or new street construction)

DRIVEWAYS and APPROACHES

Additional Concrete and/or Existing Asphalt Driveways * 100% of Contract Price + 20%

*(Additional includes widening of an existing driveway and/or a second driveway approach.

Second driveway approach shall follow Section 9.12 of the Municipal Code.)

ALLEY RECONSTRUCTION

RESIDENTIAL	\$12.82 / rear foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL	100% of Total Project Cost of 1/2 Alley + 20%



Finance & Human Resources Committee Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 28, 2020

RELATING TO:

Discussion and decision to **approve an amendment to Resolution No. 3317, updating the Stormwater Utility Rate for 2021.**

SUMMARY:

Greenfield created a Stormwater Utility in 2009 to provide funding for stormwater management. Fees are collected to pay for the cost of managing both the quantity (volume) and quality (pollution) of stormwater. These costs increase annually. Charges for stormwater are based on an "Equivalent Runoff Unit" (ERU) which represents the average cost for managing the impact of an average single family home. Businesses pay based on their actual impervious area.

The increase is based upon the Consumer Price Index. The proposed rate increase for a given year will be calculated using the annual rate of inflation experienced over the 12 month period ending in August of the prior year. This is consistent with other city rate increases.

The inflation factor for next year is 1.458%. For reference, in 2020 the inflation factor was 1.766%.

The current quarterly equivalency charge per Equivalent Runoff Unit (ERU) is \$17.70. The new rate of \$17.96 will be reflected on the first quarter 2021 stormwater/sewer billing and all quarters thereafter.

FINANCIAL:

RECOMMENDATION:

Approve an amendment to Resolution No. 3317, updating the Stormwater Utility Rate.

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

RESOLUTION NO. #####

RESOLUTION AMENDING RESOLUTION 3317 OF THE STORMWATER UTILITY RATES

WHEREAS, on December 16, 2009, the City of Greenfield Common Council adopted Resolution No. 3317 establishing Stormwater Utility rates in the form of three charges, including the Base Charge (BC), the Equivalency Charge (EC), and the Special Charge (SC);

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Greenfield that Resolution No. 3317 is hereby amended by revising the Equivalency Charge (EC) to equal \$17.96 per ERU, wherever applicable.

ADOPTED_____, 2020

APPROVED_____, 2020

Jennifer Goergen, City Clerk

Michael J. Neitzke, Mayor



Finance & Human Resources Committee Meeting

Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: October 28, 2020

RELATING TO:

Discussion and decision to renew an agreement with Johns Disposal Service for Refuse, Recycling, and Yard Waste Disposal.

SUMMARY:

The City of Greenfield currently has a contract with Johns Disposal Service to provide refuse, recycling, and yard waste disposal service. The existing 5 year contract expires at the end of 2021.

The City has been extremely satisfied with the service provided, which includes curbside pickup of trash, recyclables, and yard waste; two special pickups per year of large items; and operation of the drop off center.

Johns Disposal has proposed extending their contract through 2025 with the following changes beginning in January 2021:

1. Increase the number of Drop-off Center hours from 16 to 18 per week. Opening an hour earlier on Tuesday and Thursday will reduce long lines and waiting.
2. Increase the number of Curbside Special Pick-ups from 2 to 4 per year. In addition, one of the four will allow disposal of one household electronic item such as a TV.
3. Increase Yard Waste Collection from 32 to 34 weeks. Collection would begin the first full week in April and continue through the fourth week in November.
4. Increase the number of Public Trash Containers collected from 50 to 60.

FINANCIAL:

In 2021, the proposed monthly rate increase would be \$1.62 more than what it would have been under the existing contract. This is to cover the high cost of processing recyclables.

In the existing contract, rates are increased annually by the change Consumer Price Index (CPI). In the proposed contract rates would still be increased by the CPI, except the minimum increase would be 2.5%.

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

MOTION ☐ OTHER ☒

**CITY OF GREENFIELD, WISCONSIN
REFUSE, RECYCLING AND YARD WASTE DISPOSAL CONTRACT**

This agreement made and entered into this ~~11~~ 4th day of November, ~~2016~~ 2020, by and between the City of Greenfield, a municipal corporation, hereinafter referred to as "City" and Johns Disposal Service, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City and Contractor have negotiated a contract for the collection and environmentally responsible disposal of garbage, refuse, trash, rubbish, recyclable materials, and yard waste for a five (5) year period beginning January 1, ~~2017-2021~~ through December 31, ~~2021-2025~~. Commencing on January 1, ~~2022-2026~~ the contract may be renewable on the first day of each successive year upon the written consent of both parties, but not as a matter of any right or privilege.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is acknowledged, and in consideration of the payments to be made and herein set forth and the mutual covenants, promises, and general conditions (Exhibit "C") contained herein, the parties hereto agree as follows:

(a) The Contractor shall be required to collect and dispose of refuse, recyclables, and yard waste at residential properties and municipal buildings throughout the City per the guidelines provided in Exhibit "A".

(b) Contractor shall provide two attendants and equipment to operate the City's drop-off center located at 4551 S. 52nd Street. This center shall be made available to City residents who participate in the City's Solid Waste Disposal Program and be open for business between the hours of 7:30 a.m. to 3:30 p.m. on Saturdays and ~~3:00~~ 2:00 p.m. to 7:00 p.m. on Tuesdays and Thursdays. The hours may be changed to better serve the residents if mutually agreed to by the City and the Contractor. The Center will be closed on federal holidays. The Contractor shall not charge drop-off customers a fee for this service. At a minimum, items to be collected at the drop-off center include refuse, recyclables, yard waste, oil, all types of residential and automotive batteries, residential household electronics (limited to 5 items per residence per month with an annual total limit of 20 items per residence), oil absorbent materials, antifreeze, tires, and all types of light bulbs used in residential environments.

(c) Yard waste will be collected in 17 bi-weekly pick-ups ~~between mid-April thru November~~ from the first full week in April through the fourth week in November. Christmas trees will be collected with refuse and need not be placed in containers.

(d) Contractor shall provide roll-off containers of not less than 30 cubic yards for disposal of the following:

- (i) Refuse collected at the DPW yard.
- (ii) Wet/dewatered street sweepings and storm sewer debris collected at the DPW yard.

Total disposal capacity shall not exceed 3,120 cubic yards per year. Containers shall be replaced within 24 hours of request.

(e) Contractor shall provide normal refuse and recycling collection and disposal services for 8 City buildings using dumpster containers. Service at these 8 buildings will be part of the dumpster service unit count.

(f) Contractor shall dispose of all waste material and recycling in accordance with applicable federal and state law.

(g) Contractor shall collect the broadest range of recyclable materials per industry standards. City shall have no claim to the revenue generated by the Contractor from recycling operations.

(h) Beginning January 1, ~~2017~~ 2021 the City shall pay the Contractor the following schedule of rates for the different types of service:

Collection of refuse and yard waste	
Container Rate	\$118.68/unit/year
Collection of recyclables	
Container Rate	\$39.32/unit/year
Weekly Garbage Collection	\$ 91.80
Bi-Weekly Recyclables Collection	\$ 46.80
Four Special Pick-ups	\$ 11.40
Drop-off Center	\$ 16.20
Seasonal Yard Waste Collection	\$ 23.40
Total	\$189.60

Use of the DOC for units that are not included in the City's curbside program, fee's will be collected by the City:

One use pass	\$15.00
One year pass	\$45.00

The City guarantees at least 9,200 units receiving container collection/recycling service. The City will maintain a GIS-based inventory of units receiving service and share said inventory with Contractor. Invoices shall be based upon the unit inventory in effect on the 20th day of each calendar month.

On January 1st of each year of this agreement all rates contained herein shall be adjusted by the change in the national Consumer Price Index (CPI) from the

previous August. ~~Negative changes in the CPI shall be reflected in rate changes which are 50% of the CPI. (Example: If the CPI change is -2.0%, the contract rates shall be reduced by 1%); or 2.5%, whichever is greater, not to exceed 4%.~~

(i) The rates paid per this agreement shall further be adjusted on January 1 of each contract year to reflect any change to applicable State or Federal tipping and environmental repair fund fees, which are established on or before August 1 of the preceding calendar year. Contractor shall submit to City facts and data which support any change to increase/decrease in tipping and environmental repair fund fees.

(j) Contractor shall provide the City with an annual performance bond in the amount of \$250,000 by no later than November 1 of the preceding calendar year.

(k) Contractor shall collect general refuse and recycling weekly from no more than ~~50~~ 60 heavy-duty covered containers placed in public right-of-way and on public property within the City. Containers to be provided by the City. Locations of these containers will be determined and changed from time-to-time by the City, and illustrated on the GIS databases.

(l) Contractor shall make up to ~~two~~ four special pick-ups at each unit per year at no additional cost. Up to one of the proposed four annual collections may be used to dispose of one qualified household electronic. Three more special pick-ups per year will be allowed for a \$40.00 charge (each) to the property owner.

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(m) Contractor shall provide collection trucks as specified in Exhibit "B".

(n) Contractor shall provide each property unit with one 95-gallon refuse container (covered, wheeled, durable) and one 95-gallon recycle container (covered, wheeled, durable). Customers may request the substitution of a smaller container for the 95-gallon container. The name of the Contractor will be imprinted on each container. Contractor to replace one container per unit per year on an as-needed basis at Contractor's cost. All containers shall be replaced by the Contractor at least every ten years. The containers are the property of the Contractor.

(o) Contractor to provide a call center open at least Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Contractor shall provide at least one dedicated web page in support of the City's solid waste disposal program and Contractor's operation. Operational changes shall be posted to the website at least twice per day, as needed. Customers will be able to request special services from the dedicated web page. The City will be provided mobile phone contact information for a supervisor on call which is not intended for public distribution.

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(p) Oil or fluid spills caused by Contractor vehicles which are not properly cleaned-up by the Contractor within 2 hours shall be cleaned up by the City at a charge to the Contractor of \$250 per incident.

(q) No solid waste shall be trucked through the City in open top trucks. No refuse shall be allowed to fall from or blow off of Contractor trucks.

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and
seals this _____ day of _____, ~~2016~~ 2020.

CITY OF GREENFIELD

By: _____

Name: _____

Title: _____

Date: _____

Johns Disposal Service, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
SERVICE GUIDELINES**

Type	Collection Frequency	Container Provided by Contractor	Comments
Residential Refuse	Weekly	95 Gallon or smaller	Single Stream. No Tires
Residential Recycling	Bi-Weekly	95 Gallon or Smaller	Single stream. No tires.
Yard Waste	Bi-Weekly	None	Grass clippings. Leaves, and garden debris. Brush and branches maximum diameter 8-inches and maximum length 4-feet. Maximum weight per bundle 80 pounds. Maximum 2 cubic yards.
Special Pick-Ups	On Demand	None	Two per year. Fee for additional.
Public Receptacles	Weekly	None	
DPW Yard Containers	On Demand	Roll Off	Yard access is limited.
City Buildings Refuse	Weekly	Dumpsters	Dumpsters removed from and returned to enclosures.
City Buildings Recycle	Bi-Weekly	Dumpsters	Dumpsters removed from and returned to enclosures.

**EXHIBIT B
TRUCK SPECIFICATIONS**

REFUSE & RECYCLING	New, 3 or 4 axle side loaded automated trucks.
YARD WASTE	2 or 3 axle rear or side loaded truck.

Two refuse and recycling trucks shall be dedicated to City of Greenfield service first. Trucks shall be kept clean with no body damage and no visible rust. Each side of trucks to offer at least a 12 sq. ft. frame for City message panels (provided by City and changed quarterly by Contractor). All reasonable efforts shall be made to distribute truck weight to minimize street pavement damage.

Truck selection subject to City approval, said approval not to be unreasonably withheld.

EXHIBIT C GENERAL CONDITIONS

The purpose of this contract is to provide weekly for the complete collection and disposal of all household garbage, bi-weekly for the complete collection and processing of all recyclable materials, and bi-weekly from Mid-April thru November for the complete collection and processing of yard waste. Materials to be collected will be placed in rolling containers provided by the Contractor and placed at the road or alley or placed in a dumpster by the residents of the City of Greenfield in the manner herein described.

I. DEFINITIONS

CITY – The contracting party acting through its authorized representatives in accordance with specific duties delegated to such representatives.

CONSUMER PRICE INDEX (CPI) – The national aggregate index from August to August of the previous year shall be used to calculate the percentage of increase in the contract price. The annual CPI rate increase will not exceed 5%.

CONTRACTOR – The person, persons, firm or corporation to whom the contract is assigned and who is subject to the terms of said contract. Also, the agents, employees, workers, and assignees of said Contractor.

GARBAGE – All household garbage, refuse, trash, and rubbish. Also, all appliances, furniture and other debris defined by the regulations included in this contract.

CONTAINER RATE – The rate established for garbage, rubbish, and yard waste collection for single family homes and all other units that do not dispose of such materials in a dumpster designated for use by more than one unit. This contract shall not apply to residential buildings with more than 4 units.

RECYCLABLE MATERIALS – Any glass, aluminum, plastic, tin, paper, and other materials mandated by law and collected for the purpose of recycling. Also mail and telephone books collected for the purpose of recycling.

YARD WASTE – Grass clippings, garden debris, leaves, brush, and branches less than 8 inches in diameter.

UNIT – Any single place of residence or occupancy, whether it be in a single family home, a unit in a duplex, a condominium, a unit in an apartment complex, or a residential unit within a commercial development.

II. SPECIFICATIONS

- A. **TIME AND LOCATION OF PICKUP** - All pickups shall be Monday through Saturday between the hours of 7:00 a.m. and 6:00 p.m. All pickups will be made at the driveway entrance within 2 feet of the curb or edge of the pavement of streets and alleys. Pickups will be made on a regularly scheduled basis so that the same services are rendered on the same day of the week each time they occur.

Pick-up of dumpsters at City-owned buildings shall be near the building as well as convenient to the Contractor's equipment for loading. The size of the dumpster is to be decided by the Contractor and those units being serviced by it. The dumpsters may be of such size that each unit disposing of materials in it can dispose of at least 95 gallons of waste per week.

When a collection day falls on a federal holiday, said collection and the following collection for that week will be delayed for one day.

- B. **POST COLLECTION** – It is the responsibility of the Contractor to dispose of or process all materials collected. The Contractor will be responsible for meeting all County, State, and Federal regulations.
- C. **MAP** – The Contractor will provide a map indicating the schedule of pickup for garbage, yard waste, and recyclable materials prior to the beginning of this contract. Pickup for recyclables and yard waste (when applicable) will occur on the same day, though bi-weekly, as garbage pickup. This map must be approved by the City.
- D. **COMPLAINTS** – Complaints about pickup will be handled as follows: Complaints will be forwarded to the Contractor's office. It is expected that complaints which require action will be handled on the day they are received. The Contractor will be charged \$50.00 per unit for each complaint not handled within 24 hours.
- E. **BASIS FOR PAYMENT** – Payments shall be made on a basis of a per unit cost, the number of units to be determined by the number as of the 20th day of each calendar month.
1. Residential Collection – All one, two, three, and four unit residential buildings in the City of Greenfield are included in this contract. Those units are charged the container rate for trash collection and recycling pickup.
 2. City-Owned Buildings - Payment for pickup at each City-owned building shall be included as a single unit. There are eight City-owned buildings included in this contract: City

Hall, 7325 W. Forest Home Avenue, Greenfield Community Center, 7215 W. Cold Spring Road, Fire Station #1, 5330 W. Layton Avenue, Fire Station #2, 4333 S. 92nd Street, Law Enforcement Center, 5300 W. Layton Avenue, Konkel Park Pavilion, 5151 W. Layton Avenue, Greenfield Library, 5310 W. Layton Avenue, and Public Works Garage, 4551 S. 52nd Street.

3. Commercial Property - No garbage or recyclable collection will be provided to commercial properties, except single residences on commercial property will be picked up at single unit rates following residential rules.

II. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this section of the General Provision and such insurance has been approved by the City. Nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the Contractor has been approved.

Worker's Compensation Insurance. The Contractor shall take out and maintain during the life of this contract and before any work is commenced, Worker's Compensation Insurance for all employees employed in relation to the work being done for the City. In the case that work is subcontracted, the Contractor shall require the subcontractor similarly to take out and maintain during the life of the subcontract and before any work is commenced, Worker's Compensation Insurance for all employees employed in relation to the work being done for the City unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this contract is not protected under the Worker's Compensation statute, the Contractor shall provide Employer's Liability insurance for the protection of its employees not protected by the Workers' Compensation Statute.

Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life of this contract, such Public Liability and Property Damage Insurance as shall protect it and any subcontractor during the performance of work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from the negligence or willful misconduct in connection with operation under this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be as required by law. In absence of specific regulations, the amount of coverage shall be as follows:

Public Liability Insurance in an amount not less than \$2,000,000 for injuries including accidental death to any one person; and subject to the same limit for each person in an amount of not less than \$2,000,000 on account of one accident and property damage in amounts of not less than \$250,000.

Automobile Insurance. The Contractor shall take out and maintain during the life of this contract, Automobile Public Liability Insurance, in amounts not less than \$250,000/\$500,000 and Property Liability Insurance in amounts not less than \$100,000 if any motor vehicles are engaged in operations within the terms of this contract on the site of the work to be performed, unless such coverage is included in the insurance specified in Public Liability and Property Damage Insurance.

IV. PROOF OF CARRYING INSURANCE.

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required with a reliable company or companies, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance companies and filed with the City naming the City as additional insured. The Contractor shall also submit the original insurance policies for inspection and approval of the City before work is commenced. Said insurance shall not thereafter be cancelled, permitted to expire, or be changed without notice of Ten (10) days in advance to the City. Each vehicle operated in the City shall contain a proof of insurance certificate.

V. PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by Municipal, State, and Federal regulations and laws, unless specifically provided otherwise in the Contractor Specifications. The Contractor shall give all notices, pay all fees, and comply with all Federal, State and Municipal laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality within those limits the work is performed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

VI. SUBCONTRACTS

The Contractor shall notify the City in writing of the names of all subcontractors.

The Contractor agrees to be fully responsible to the City for the negligent acts or omissions of its subcontractors and of anyone employed

directly or indirectly by it or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the Specifications as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

VII. ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal contract or any part thereof or the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligation incurred by it under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to others than its current principal owners and/or stockholders.

VIII. SUPERINTENDENCE

The Contractor shall give its own superintendence to the work or have available at all times, a competent leader, superintendent, or other representative satisfactory to the City and having authority to act for the Contractor.

Insofar as it is practicable and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay, instructions of the City in the prosecution of the work in conformity with the contract.

IX. USE OF JOB SITE

The Contractor shall confine its equipment, apparatus, the storage of materials and operations of its workers to limits indicated by law,

ordinances, permits or direction by the City and shall not encumber the premises with its materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

X. USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land within the City of Greenfield as a spoil site without written authorization of the owner of the land (or his or her agent) and approval by the City. A copy of the authorization shall be filed with the owner for his or her approval.

XI. USE OF CITY LAND

The City has a compactor site located at the Public Works Garage, 4551 S. 52nd Street, that is provided for the Contractor's use under this contract. Terms of the agreement granting the use of the site are such that the Contractor is responsible for the operation and maintenance of the site and the equipment on the site. Furthermore, the Contractor agrees to indemnify the City from any liability or responsibility for damage, claim, or injury that occurs on the site during the times which the Contractor is using the site. The Contractor shall be responsible for the proper disposal of materials deposited at the compactor site regardless of when they arrive. The site is open to Greenfield residents for 16 hours a week and used by the Contractor as a transfer station for recyclable materials during the week. No other City land is available for the Contractor's use.

Contractor shall provide City with regular service reports for compactor maintenance. Preventative compactor maintenance shall be completed quarterly.

XII. LABOR

The Contractor shall employ none but competent and skilled workers and leaders in the conduct of work on this contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its administrators or inspectors relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening or disorderly in his or her conduct, or uses foul and/or abusive language, and any such person shall not again be employed in this contract.

XIII. DAMAGE

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its negligent or willful

misconduct in its operations in the performance of this contract, and the Contractor shall defend any suit that may be against itself or the City account of damage inflicted by its operations and shall pay any judgment awarded to cover such damage. The Contractor will defend any claims, hold the City harmless from any liability and indemnify the City for any loss arising out of or occasioned by the Contractor's negligent or willful misconduct in its performance of this contract.

Claims for damage filed against the Contractor with the City shall be handled expeditiously by the Contractor. If Contractor fails to do so, the City maintains the right to withhold funds from the Contractor and pay claims if the City feels the claims are warranted and justified.

XIV. PAYMENTS

The Contractor may submit periodically, but not more than once each month, request for payment for work done. The Contractor shall furnish the City all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Quantities of refuse, recyclable, oil, antifreeze, and yard waste collection shall be provided quarterly, no later than 30 days following each quarter.

XV. DEDUCTION FOR UNCORRECTED WORK

If the City deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

- A. Failure of the Contractor to make the necessary collections.
- B. Failure of the Contractor to respond to complaints to the satisfaction of the Owner.
- C. Failure of the Contractor to follow-up on "missed" pickups.
- D. Failure of the Contractor to make pickups on the scheduled day.
- E. Litter or damage to City streets, or property, caused by the Contractor's operations.

XVI. TERMINATION OF CONTRACT

The Greenfield Common Council may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract. The action of the Common Council shall be conclusively presumed to be based upon facts supporting said action and shall be binding upon the parties hereto.

XVII. CITY'S RIGHT TO DO WORK

Contractor shall have sufficient equipment and employees available to continue regular pick-ups in case of breakdown of equipment, resignation of workers, or inclement weather. If the Contractor neglects to prosecute the work to be performed on this contract, the City, after three days written notice to the Contractor and its Surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

RULES FOR GARBAGE, YARD WASTE, AND RECYCLABLE MATERIAL COLLECTION

These rules pertain to the removal and processing of garbage, trash, refuse, rubbish, yard waste, recyclable materials from the residences, including multi-family, City-owned buildings, and church/school buildings in the City of Greenfield.

GARBAGE – Included in the weekly GARBAGE pickup are these items:

1. ALL HOUSEHOLD GARBAGE (food waste, packaging, etc.)
2. REMODELING DEBRIS (drywall, concrete chunks, wood, etc.).
3. According to City ordinance, YARD WASTE cannot be included with garbage. Tree trunks (larger than 8" in diameter) are not considered yard waste and will be accepted with your garbage provided weight and length limits are followed.

All of the above must conform to a maximum length of 4 feet and a maximum weight of 80 pounds.

4. ALL APPLIANCES (stoves, refrigerators, dishwashers, etc.)
5. ALL FURNITURE (chairs, couches, beds, mattresses, etc.)
6. SINKS, TOILETS, BATHTUBS, etc.

Garbage pickup is not intended for a large volume of material generated in abnormal situations such as major construction, demolition, house clearing, etc. Weekly residential refuse is limited to the capacity of one 95 gallon container. Other collection by special pick-up.

The garbage Contractor shall tag any garbage not picked up, indicating what rules were violated.

The garbage that will be collected is not limited to the above list.

YARD WASTE – Included in the bi-weekly YARD WASTE pickup that will occur from mid-April thru November are these items:

1. GRASS CLIPPINGS
2. LEAVES
3. GARDEN DEBRIS
4. BRUSH
5. BRANCHES (less than 6 inches in diameter)

Grass clippings, leaves, and garden debris must be containerized (see below). Brush and branches must be neatly stacked and conform to a maximum length of 4 feet. All yard waste must be containerized so as to conform to a maximum weight of 80 pounds.

Yard waste pick up is not intended for a large volume of material generated in abnormal situations such as site clearance or large tree removal. A reasonable amount of material (no more than 1 cubic yard) will be picked up from each residence provided it meets the weight, length, and container requirements and provided it was generated at that residence.

The Contractor shall tag any yard waste not picked up, indicating what rules were violated.

Yard waste placed in garbage cans of not less than 20 gallons and not more than 32 gallons shall be picked up. Paper bags and cardboard boxes may also be used as containers. Cardboard boxes will be emptied and left on premise. YARD WASTE PLACED IN PLASTIC BAGS WILL NOT BE PICKED UP. The yard waste that will be collected is limited by the above list, with the exception of Christmas trees. Christmas trees are NOT considered yard waste and will be collected with the rubbish/refuse/garbage.

RECYCLING – Included in the bi-weekly RECYCLING pickup for those properties charged a recycling fee are these items:

1. NEWSPAPERS, PHONE BOOKS, MAGAZINES, CATALOGS, MAIL, AND CORRUGATED CARDBOARD
2. PLASTICS #1 through #7, and others collected as industry standard (excluding food and automotive containers)
3. TIN, STEEL and ALUMINUM CANS
4. GLASS BOTTLES and GLASS FOOD CONTAINERS
5. ASEPTIC CONTAINERS—juice boxes and juice cartons.

Recycling pickup is not intended for a large volume of material generated in abnormal situations and limited to the capacity of the container provided by the contractor.

The Contractor shall tag any material not picked up, indicating what rules were violated.

The material list that will be collected for recycling is limited by the above list.

6. TIRES shall be taken by the resident to the Drop-Off Center adjacent to the Division of Public Works Building located at 4551 S. 52nd Street or taken to a commercial establishment which accepts tires for retreading, recycling or burning with energy recovery. The Drop-Off Center will accept up to four (4) tires, per household, per day of operation at no charge.



Committee: Finance & HR Committee

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: October 28, 2020

RELATING TO:

Discussion and decision to transfer unused 2020 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2021.

SUMMARY:

The Community Development Authority account had an approved 2020 budget of \$15,000. The Community Development Division is requesting that a 2021 project be established to hold the unused \$15,000, to use for the hiring of a consultant for a Zoning Code (Chapter 21 of the Municipal Code) update, which will be a focus of staff time in 2021. GL # 010-2101-521.2000

The Planning Commission account had an approved 2020 budget of \$9,000. This was budgeted for the anticipation of hiring of a consultant for a Zoning Code (Chapter 21 of the Municipal Code) update. The Community Development Division is requesting that a 2021 project be established to hold unused \$9,000 to use for the hiring of a consultant for a Zoning Code (Chapter 21 of the Municipal Code) update, which will be a focus of staff time in 2021. GL # 010-1220-530.9101

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



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: October 28, 2020

RELATING TO:

Discussion/decision regarding agreement with Meijer Great Lakes Limited Partnership for acceptance sponsorship addendum.

This agreement allows for the acceptance of Sponsorship in the amount of \$5,000 from Meijer Great Lakes Limited.

Sponsorship is as outlined in addendum.
\$5,000 Youth Sports Partner/Sponsor

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

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

SPONSORSHIP ADDENDUM

This Addendum ("*Addendum*") dated as of the date of the last signature hereto ("*Effective Date*") is a supplement to the Master Sponsorship Agreement (the "*Agreement*") dated April 20, 2017 as **amended**, between Meijer Great Lakes Limited Partnership, 2929 Walker Ave., NW, Grand Rapids, Michigan 49544-9428 ("*Meijer*"), and City of Greenfield, 7325 W. Forest Home Ave. Greenfield, WI 53220 ("*Promoter*"). Unless otherwise specifically defined below, capitalized terms will have the meaning set forth in the Agreement.

1. **Event(s).** Promoter organizes and operates Youth Sports. The Event(s) will be held in/at Greenfield WI in Fall 2020 and Spring 2021.
2. **Sponsorship Elements.** Promoter will furnish Meijer the Sponsorship Elements set forth in **Exhibit A**, attached hereto and incorporated herein by reference.
3. **Sponsorship Fee.** Upon receipt of Promoter's invoice(s) in the manner stated in paragraph 2(a) of the Agreement, Meijer agrees to pay the Promoter the Sponsorship Fee in the amount of Five Thousand Dollars (\$5,000).
4. **Term.** The term of this Addendum shall commence on the Effective Date and continue through the end of Spring 2021. ("*Term*").
5. **Exclusivity.** In connection with Promoter's right to obtain additional sponsorships, Promoter agrees that it will not enter into additional sponsorship agreements with any other grocery retailer, supercenter, drug store, or mass merchandiser, unless Promoter first obtains the written consent of Meijer.

The duly authorized representatives of each of the parties have executed this Agreement as of the date set forth beneath their signatures.

Meijer:

Meijer Great Lakes Limited Partnership
By: Meijer Group, Inc., its general partner

Promoter:

City of Greenfield

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Sponsorship Elements

Exclusive Youth Sports Partner/Sponsor: \$5,000

- Program includes: T-Ball, Coach Pitch Baseball, Co-Ed softball, Blastball, Fall Micro Soccer, Flag Football, Volleyball, Indoor Soccer, Basketball and Spring Soccer
- Meijer logo inclusion: T-Shirts, program flyers, schedules, email blasts, and in the Recreator (printed three times with 28,000 copies distributed)

AMENDMENT TO THE MASTER SPONSORSHIP AGREEMENT

This Amendment dated October 8, 2020 (the "Amendment") modifies and amends the terms of the Master Sponsorship Agreement (the "Existing Agreement") dated April 20, 2017 between City of Greenfield ("Promoter") and Meijer Great Lakes Limited Partnership ("Meijer").

Meijer and Promoter agree to amend and modify the Existing Agreement as follows:

Section 3(b)(ii) (Termination: For Cause with No Right to Cure) of the Existing Agreement is entirely deleted and replaced with the following:

(ii) For Cause with No Right to Cure. Either party may immediately terminate the Agreement or any Addendum upon prior written notice to the other party if: (a) the other party ceases to function as a going concern; (b) a receiver for either party is appointed or applied for; (c) a petition under any bankruptcy or insolvency laws or any state receivership law is filed by or against either party; (d) either party makes an assignment for the benefit of creditors; (e) any federal or state legal or governing authority initiates any civil or criminal action or investigation against Promoter for the possible violation or alleged violation of any laws applicable to its operations; (f) Promoter, its affiliates, or their officers, directors, shareholders, partners, employees or authorized representatives commits any act or becomes involved in any situation or occurrence tending to bring Promoter or the Event(s) into public disrepute, contempt, scandal or ridicule, or tending to shock, insult or offend the people of this nation or any class or group thereof, or reflecting unfavorably upon the reputation of Meijer or otherwise may cause material injury to Meijer's customer relations or business prospects; or (g) Promoter refuses, fails, or is unable to properly perform its obligations in a timely fashion. Any decision on matters arising under subsection (f) shall be at the sole discretion of Meijer and shall be final.

Section 7 (Force Majeure) of the Existing Agreement is entirely deleted and replaced with the following:

7. Force Majeure. Neither party is responsible for epidemics, fires, strikes, civil disorders, severe inclement weather, acts or threats of terrorism, acts of war, or other casualties or events beyond its reasonable control ("*Force Majeure Event*"). If a Force Majeure Event occurs and Promoter must reschedule or cancel one or more Events ("*Impacted Event(s)*"), Meijer has the right to modify the applicable Addendum to remove the Impacted Event(s) or terminate the applicable Addendum. If Meijer removes the Impacted Event(s) from or terminates an Addendum under this paragraph, Meijer shall receive a refund in an amount equal to the value of the Sponsorship Elements not received by Meijer for the Impacted Event(s). If Meijer chooses not to remove the Impacted Event(s) from or terminate the applicable Addendum and Promoter does not arrange substitute date(s) for the Impacted Event(s), Promoter will refund to Meijer an amount equal to the value of the Sponsorship Elements not received by Meijer prior to the date of cancellation or provide a suitable "make good" proposal approved by Meijer. Meijer's total liability for the sponsorship of the Event or Events will not exceed the total Sponsorship Fees paid for that Event or Events.

To the extent that the provisions of this Amendment and any provision of the Existing Agreement conflict, the terms of this Amendment will control; all other terms and conditions of the Existing Agreement not amended by this Amendment will remain in full force and effect. This Amendment represents the entire understanding of the parties with respect to the subject matter of this Amendment. Except as provided in this Amendment, there are no further changes to the Existing Agreement.

Meijer and Promoter have executed this Amendment on the date stated above.

Meijer Great Lakes Limited Partnership:
("Meijer")

Promoter:
City of Greenfield

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

MASTER SPONSORSHIP AGREEMENT

This Master Sponsorship Agreement (this "*Agreement*") between Meijer Great Lakes Limited Partnership, 2929 Walker Ave., NW, Grand Rapids, Michigan 49544-9428 ("*Meijer*"), and City of Greenfield, 7325 W. Forest Home Ave. Greenfield, WI 53220 ("*Promoter*"), is dated as of April 20, 2017 ("*Effective Date*").

Meijer desires to sponsor one or more of Promoter's events (each, an "*Event*"), and Promoter desires to accept and recognize Meijer's sponsorship of the Event(s) under the terms and conditions of this Agreement ("*Sponsorship*").

AGREEMENT

In consideration of the foregoing facts and the mutual covenants contained herein, Meijer and Promoter agree:

1. **Sponsorship.** Any Sponsorship will be described in a statement of benefits, addendum, or other agreed upon document (an "*Addendum*"), which will be incorporated by reference herein. Each Addendum will contain the following: a reference to the Agreement; a description of the specific Event(s) being sponsored by Meijer; the sponsorship fee to be paid to Promoter (the "*Sponsorship Fee*"); and the particular Sponsorship elements, assets, promotional consideration, activities, and events furnished to Meijer by Promoter as part of the Sponsorship (collectively, the "*Sponsorship Elements*"). Addendums must be executed by both parties to be effective. Any terms not set forth in the Agreement or in a signed Addendum will be of no effect. Notwithstanding the foregoing, any Sponsorship between Meijer and Promoter during the Term that is not documented in an Addendum or another written agreement between the parties will be governed by the terms of this Agreement.
2. **Promoter's Obligations.** Promoter has the following obligations in connection with the Sponsorship:
 - (a) **Invoicing; Payment Terms.** Promoter agrees to participate, at its own expense, in Meijer's online invoicing system as instructed in the Vendor Requirements and Reference Guide located on <https://www.meijervendornet.com> ("*System*") and will only electronically invoice Meijer through the System. Meijer agrees to pay all undisputed invoices within 45 days after the date that each invoice is electronically posted to the System. If Promoter submits a paper invoice, Promoter agrees that Meijer may charge or debit Promoter a reasonable administrative fee from any such paper invoice to partially compensate Meijer for manually processing Promoter's invoice.
 - (b) **Event Responsibilities.** Promoter has the sole responsibility and authority to organize and conduct the Event(s), including but not limited to the scheduling, layout, staffing, security and public protection, obtaining permits, and supervision of Event staff, participants, and spectators.
3. **Term; Termination.**
 - (a) **Term.** Unless terminated sooner as provided below, the term of the Agreement will expire three years from the Effective Date (the "*Initial Term*"). Upon expiration of the Initial Term, the

Agreement will automatically renew for consecutive renewal terms of one year (each, a "*Renewal Term*") unless (i) terminated as provided below or (ii) by giving the other party written notice of non-renewal not less than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term may be collectively referred to in the Agreement as the "*Term*." An Addendum may contain a different term length than the Agreement.

(b) Termination.

(i) For Cause with Right to Cure. Either party may terminate the Agreement or any Addendum at any time as a result of the other party's breach of any provision of the Agreement or any Addendum by sending such party written notice of termination describing how the party breached the Agreement. If the breach is not cured within 10 days after receipt of the written notice, the Agreement will then terminate.

(ii) For Cause with No Right to Cure. Either party may immediately terminate the Agreement or any Addendum upon prior written notice to the other party if: (a) the other party ceases to function as a going concern; (b) a receiver for either party is appointed or applied for; (c) a petition under any bankruptcy or insolvency laws or any state receivership law is filed by or against either party; (d) either party makes an assignment for the benefit of creditors; (e) any federal or state legal or governing authority initiates any civil or criminal action or investigation against Promoter for the possible violation or alleged violation of any laws applicable to its operations; or (f) Promoter refuses, fails, or is unable to properly perform its obligations in a timely fashion.

(iii) Effect of Termination. Unless otherwise agreed to in writing, upon termination of the Agreement, all Addendums then in effect will be terminated with the Agreement. Upon termination of the Agreement or any individual Addendum, Promoter will refund to Meijer an amount equal to the value of the Sponsorship Elements not received by Meijer prior to the date of termination.

4. Indemnification. To the fullest extent permitted by law, Promoter shall defend, indemnify, and hold harmless Meijer and its affiliates, and their officers, directors, shareholders, partners, employees and agents (collectively "*Related Parties*") from and against any and all liability, loss, claims, demands, fines, penalties, suits, costs, fees and expenses (including the reasonable actual fees and expenses of attorneys and expert witnesses), including, but not limited to, those actually or allegedly arising out of the bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against Meijer or its Related Parties allegedly or actually arising out of or resulting from (i) Promoter's breach of this Agreement; (ii) the negligent act or omission or willful misconduct of Promoter or any agent, employee, or contractor of Promoter in its performance hereunder, including, but not limited to, the marketing, promotion, operation, supervision, management, or safety of the Events; (iii) the Events; or (iv) Meijer's Sponsorship of the Events, including but not limited to, the Sponsorship Elements. Promoter's obligation to indemnify Meijer as set forth herein shall not extend to liability caused by the sole negligent act, sole negligent omission or willful misconduct of Meijer, but such indemnity obligation shall include, without limitation, (aa) claims of personal injury, including death, and property damage or loss incurred by Meijer employees, vendors, customers, and/or their families while participating in the Events; and

(bb) claims of Promoter's employees, agents, and contractors (including claims arising from the presence of such persons on or about Meijer's premises).

5. Insurance.

(a) **Required Coverages.** Promoter must keep in force, at its sole expense, insurance coverage covering claims arising out of Promoter's obligations under this Agreement, including but not limited to the following insurance coverages ("*Required Coverages*"):

- Commercial General Liability ("CGL"), including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual, fire and explosion legal liability, explosion/collapse/underground hazard coverage, and products/completed operations coverage, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. This CGL policy (i) must be maintained for 3 years following expiration or termination of this Agreement, and (ii) may not include any exclusions or endorsements that limit coverage for claims from incidents that are also covered by workers' compensation and/or employer liability insurance. Meijer Great Lakes Limited Partnership and its affiliates must be named as additional insureds on an endorsement acceptable to Meijer that extends coverage to contractual liability. Meijer agrees this CGL Policy may be maintained by a combination of the Promoter's base policy (which will be no less than US\$1,000,000) and an umbrella policy, provided that such umbrella policy meets all the requirements of this Section 5.
- If vehicles will be used in conjunction with the Events, Automobile Liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than US\$1,000,000.
- Workers' Compensation coverage in accordance with all applicable laws and regulations.

(b) **Policy Requirements.** Required Coverages must: (1) be an occurrence policy and not a claims-made policy; (2) not contain a self-insurance retention; if it contains a deductible, in the event of a claim, Meijer will not be responsible for satisfying the deductible; (3) not contain any exclusion for punitive damages where allowable by applicable law; (4) contain a specific provision that defense costs are supplemental and do not erode or exhaust the policy limits; (5) contain a specific provision waiving any and all rights of recovery, contribution, and/or subrogation against Meijer, its parents and affiliates and subsidiaries, and all of their respective directors, offices, employees, agents, and insurers; and (6) cover claims brought in the US.

(c) **Required Policy Certificates.** Evidence of all Required Coverages must be promptly sent to Meijer's insurance consultant at meijercerts@vanwykcorp.com. Within 10 days of Meijer's request, Promoter will provide Meijer copies of the policies for the Required Coverages. Insurance certificates must contain a provision that coverages evidenced will not be adversely modified or canceled without providing at least ten (10) days' prior written notice to Meijer's insurance consultant at meijercerts@vanwykcorp.com. All Required Coverage must afford primary coverage and be underwritten by an insurance carrier with an A.M. Best rating of "A-" or better. If Promoter fails to provide proof of insurance, Meijer will have the right (but not the obligation) to (i) terminate this Agreement, (ii) procure the Required Insurance and charge Promoter for cost incurred, or (iii)

stop or delay any order processing or payment until proof of insurance is received. Such termination, procurement, stop, or delay will not change any pricing discounts or be grounds for a cause of action against Meijer. Meijer's failure to exercise its rights under this paragraph or its acceptance of an endorsement not compliant with this Section 5 or failure to identify non-complying coverage will not be construed as a waiver of Promoter's obligations under this Section 5.

- (d) **Effect on Indemnity Obligations.** The indemnity obligations and direct liability to Meijer specified in this Agreement will not be negated or reduced because Promoter has maintained the Required Coverages or because Promoter's insurance carrier denies insurance coverage for or refuses to defend a claim for which Promoter is required to indemnify Meijer under this Agreement.
- (e) **Promoter's Property.** Promoter must insure its own equipment and other personal property; Promoter releases Meijer from any loss, theft, damage, or destruction to Promoter's equipment or other personal property Promoter brings onto Meijer owned property in connection with the Sponsorship.
- (f) **Waiver of Subrogation.** To the extent any claim or loss is covered by the Required Coverages, Promoter waives all rights against Meijer and its contractors, consultants, agents and employees for damages, except for its right to the proceeds of the Required Coverages. Promoter must require that all of its contractors, consultants, agents and employees give the same waiver in favor of Meijer.

6. Confidentiality; Use of Trademark or Trade Name.

- (a) **Confidentiality.** "*Confidential Information*" means information disclosed by Meijer that (a) is not publicly available, or (b) Promoter should reasonably understand to be confidential, including, but not limited to all data provided by Meijer to Promoter that is necessary for Promoter to fulfill its obligations under this Agreement. Promoter must not disclose Meijer's Confidential Information to third parties nor use Meijer's Confidential Information for any purpose other than as permitted by this Agreement. In the event Promoter is required to disclose Confidential Information under the law, including, but not limited to, an order by a court or governmental agency, Promoter may do so but only to the extent necessary to comply with such requirement; however, Promoter must provide prompt notice of such requirement to Meijer so that Meijer may seek an appropriate protective order or other appropriate remedy. The confidentiality obligations of this Section will continue for as long as the Confidential Information remains confidential.
- (b) **Use of Trademark or Trade Name.** During the Term of this Agreement, each party shall have the right to use the trade name, trademark, service mark, brand names, and logos (collectively, "*Identification*") of the other for the purpose of performing the activities specified in this Agreement, provided the use of such Identification complies with the policies and guidelines of the party possessing such Identification and provided such Identification is used with the proper trademark notices and in its full and proper form. Should either party wish to use any other proprietary materials of the other in connection with this Agreement, such party shall send a written request to the party owning such proprietary material. In all circumstances, each party shall seek written approval prior to its use of the other party's Identification. Upon termination of this Agreement for any reason, both parties will cease such use of the other party's

Identification. Without limiting generality of the foregoing, Promoter shall not use Meijer Identification in a domain name or mobile application.

7. **Force Majeure.** Neither party is responsible for fires, strikes, civil disorders, severe inclement weather, acts or threats of terrorism, acts of war, or other casualties or events beyond its reasonable control ("*Force Majeure Event*"). If a Force Majeure Event occurs and Promoter must cancel an Event or is unable to fulfill its obligations at the same time specified, Promoter will reschedule the Event at its sole discretion. If a substitute date cannot be arranged by Promoter, Promoter will refund to Meijer an amount equal to the value of the Sponsorship Elements not received by Meijer prior to the date of cancellation or provide a suitable "make good" proposal approved by Meijer. Meijer's total liability for the sponsorship of the Event or Events will not exceed the total Sponsorship Fees paid for that Event or Events.

8. **Miscellaneous.**

(a) **Fees; Expenses.** If the Sponsorship Fee includes Meijer gift cards, unless otherwise set forth in the applicable Addendum, gift card increments, delivery method and timing is to be determined by Meijer. Except as otherwise expressly provided in this Agreement, each party will be responsible for its own expenses relating to its obligations hereunder.

(b) **Assignment.** Neither party will assign, transfer, or subcontract this Agreement or any of their obligations without the prior written consent of the other, except that if a party merges or consolidates with or into or transfers substantially all of its assets to another entity, this Agreement may be assigned to such successor and it will be binding upon and inure to the successor's benefit. Any assignment without such written consent will be void.

(c) **Integration; Governing Order; Amendment.** This Agreement including any Exhibits represents the entire and integrated agreement between Meijer and Promoter and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict between the terms of any of this Agreement and an Addendum, the terms of this Agreement will control. This Agreement may be amended only by written instrument and signed by both parties.

(d) **Notices.** Notices must be in writing and sent by certified mail or by a national overnight courier providing evidence of delivery (such as Federal Express, UPS, DHL, or Airborne) to the addresses in the caption. Any such notices will be deemed to have been given on the day of receipt (or refusal to accept delivery). All notices to Meijer must be sent to the attention of the Sr. Director of Community Partnerships and Giving at Meijer's address stated above, with a copy emailed to contractreview@meijer.com. All notices to Promoter will be sent to the address first stated above.

(e) **No Partnership.** The relationship between Meijer and Promoter is that of an independent contractor. Meijer does not, in any way or for any purpose, become a partner, joint venture, joint employer, fiduciary or a member of a joint enterprise with Promoter. Promoter has no authority to bind or commit Meijer to any obligation with any third party.

(f) **Legal Compliance; Governing Law; Disputes.** Each party must comply with all Federal, State, and local laws, ordinances, codes, rules, and regulations in performing their obligations under this

Agreement. This Agreement and all matters arising directly or indirectly from it, including tort claims are governed by the internal laws of Michigan, without regard to its conflict-of-laws provisions. For any legal action arising out of this Agreement, the parties (i) agree that the courts seated in Kent County, Michigan, USA, have exclusive jurisdiction; and (ii) waive trial by jury.

(g) **Publicity.** Promoter will not issue or release any public announcement, statement, press release or marketing materials relating to this Agreement without Meijer's prior written consent.

(h) **Waiver; Enforcement; Survival.** No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving party. No failure of Meijer to insist upon strict compliance by Promoter with any provision of this Agreement will operate to release, discharge, modify, change or affect any of Promoter's obligations. Sections 4, 5, 6, 7 and 8 of this Agreement will survive the expiration or termination of this Agreement.

Duly authorized representatives of each of the parties have executed this Agreement.

Meijer:

Meijer Great Lakes Limited Partnership
By Meijer Group, Inc., its General Partner

By:

Catherine Cooper

Name:

Catherine Cooper

Title:

Gen. Dir.

Promoter:

City of Greenfield

By:

David Joseph

Name:

Title:

Director of Parks & Recreation

9/8/17

CONTRACT APPROVAL	
<i>[Signature]</i>	9-7-17
City Attorney (as to form)	Date
<i>[Signature]</i>	9-8-17
Comptroller	Date
<i>[Signature]</i>	9-8-17
City Clerk	Date
<i>[Signature]</i>	9/8/17
Mayor	Date
Common Council	5-16-17
	Date

LOCAL GOVERNMENT INVESTMENT POOL

September 2020 Statement

August Ending Balance	\$	25,363,973.22
0 Deposit (s) in September		-
3 Withdrawal(s) in September		4,620,294.52
September Interest Earnings @ 0.13%		2,387.35
TOTAL	\$	20,746,066.05

SEPTEMBER 2020
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$781,759.80	12/31/2001	variable		\$99.59	21901270
Money Mkt/BMO Harris Bank	\$511,410.49	6/28/2011	variable		\$40.66	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,652,260.49	12/9/2014	variable			
Associated Bank Investments	\$6,509,224.74	12/10/2014	variable			
Totals	\$14,454,655.52				\$140.25	

10/23/2020 09:16 AM
 User: Paula_S
 DB: Greenfield

BUDGET REPORT FOR GREENFIELD
 Fund: 010 GENERAL
 Calculations as of 09/30/2020

Page: 1/1

ACCOUNT CLASSIFICATION AND FUNCTION	DESCRIPTION	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	REMAINING BALANCE
ESTIMATED REVENUES				
TAXES	TAXES	18,144,790	18,153,760	(8,970.00)
INTGOV	INTERGOVERNMENTAL	3,378,240	2,634,305	743,935.00
L&P	LICENSES AND PERMITS	1,353,665	874,333	479,332.00
FINES	FINES-FORFEITS-PENALTIES	733,000	454,126	278,874.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,506,500	1,096,046	410,454.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,271,573	853,137	418,436.00
MISC REV	MISCELLANEOUS REVENUE	353,969	175,579	178,390.00
OTH FIN	OTHER FINANCING SOURCES	1,856,844	22,250	1,834,594.00
TOTAL ESTIMATED REVENUES		28,598,581	24,263,536	4,335,045.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,970,783	2,604,555	1,366,228.00
PS	PUBLIC SAFETY	18,721,669	12,981,988	5,739,681.00
PW	PUBLIC WORKS	3,819,562	3,028,964	790,598.00
HHS	HEALTH AND HUMAN SERVICES	795,359	568,122	227,237.00
CRE	CULTURE, REC AND EDUCATION	1,080,161	730,356	349,805.00
PD	PLANNING AND DEVELOPMENT	196,047	91,516	104,531.00
OTHER	OTHER FINANCING SOURCES (USES)	15,000	52,000	(37,000.00)
TOTAL APPROPRIATIONS		28,598,581	20,057,501	8,541,080.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			4,206,035	4,206,035.00
BEGINNING FUND BALANCE		9,899,465	9,899,465	
ENDING FUND BALANCE		9,899,465	14,105,500	



Committee: Finance & Human Resources

Introduced By: Julie Foley

Date Introduced: October 28, 2020

RELATING TO:

Discussion and decision to approve the UnitedHealthcare health, dental, vision, flexible spending account, health reimbursement account and Cobra benefits as presented for 1/1/2021 through 12/31/2021 and authorize Mayor to sign Acceptance of UnitedHealthcare Offer of Coverage letter.

SUMMARY:

The City received the UnitedHealthcare (UHC) health insurance plan renewal with no premium increase for 2021.

Based on this favorable premium increase it is recommended to continue with the current UHC plan and no changes to the health reimbursement account deductible for 2021.

The UHC Dental plan has a 10% increase in premiums for 2021 (1/1/2021 through 12/31/2021) due to the high utilization of the plan.

The UHC Vision plan has no increase in premiums for 2021 (1/1/2021 through 12/31/2021).

The City is in year two of a two-year agreement with the Flexible Spending Account (FSA) through UHC. There is no change in the administrative cost for this benefit. It remains at \$3.25 per person per month.

The City has received Cobra services at no cost through UHC during 2020. It was known the administrative cost for 2021 would be \$.30 per person per month. This cost is half the cost from the previous administrator in 2019.

Recommendation:

Approve the UnitedHealthcare health, dental, vision, flexible spending account, health reimbursement account and Cobra benefits as presented for 1/1/2021 through 12/31/2021 and authorize Mayor to sign Acceptance of UnitedHealthcare Offer of Coverage letter.

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



October 26, 2020

Mr. Adam Roemer
UnitedHealthcare
9800 Health Care Lane
Minnetonka, MN 55343

Re: Acceptance of UnitedHealthcare Offer of Coverage

Dear Mr. Roemer:

The City of Greenfield accepts the UnitedHealthcare offer of insurance coverage effective January 1, 2021 for medical, dental and vision insurance as well as administrative services for the Health Reimbursement Account, Flexible Spending Account and COBRA.

Confirmation of plans, premiums and service fees are as follows:

Group Medical Plan: \$4,000 HRA plan

Rate guarantee: 1 year

Premiums:

Single	\$720.91
Family	\$2,083.42

Broker commissions: 1.6%

Group Dental and Vision Plans:

	Dental Plan 1	Dental Plan 2	Vision
Single	\$17.60	\$48.50	\$6.96
Single + 1	NA	NA	\$13.92
Family	\$59.84	\$151.09	\$20.78
Rate Guarantee:	1 Year	1 Year	3 Years

Broker commissions: 10%

Administrative Services for Health Reimbursement Account, Flexible Spending Account and COBRA:

Health Reimbursement Account: Included in medical fees

Flexible Spending Account: \$3.25 per participating employee (\$100 minimum monthly) (year 2 of 2-year agreement)

Non-Discrimination Testing: \$500 per Testing Occurrence

COBRA Administration: \$0.30 per eligible employee

APPROVED:

Michael J. Neitzke, Mayor

Date



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 4, 2020

RELATING TO:

Discussion and decision to **adopt an ordinance establishing the 2021 Service Charges for the Collection of Garbage, Refuse, Yard Wastes and Recycling Services.**

SUMMARY:

On January 1, 2021 we will enter into a new five year contract with Johns Disposal Service, adding additional services.

FINANCIAL:

To accommodate a new agreement with Johns Disposal Service, the rate per individual collection will be \$211.80 per unit in 2021.

RECOMMENDATION:

Adopt an ordinance establishing the 2021 Service Charges for the Collection of Garbage, Refuse, Yard Wastes and Recycling Services.

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

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 12.12 OF THE HEALTH & SANITATION CODE
OF THE CITY OF GREENFIELD RELATING TO
RECYCLING, YARD WASTE, REFUSE AND SOLID WASTE

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

PART I. Section 12.12 is hereby amended as follows:

(27)(b) There is hereby levied and imposed a special charge for services rendered in the form of garbage, rubbish, yard wastes and recycling collection and disposal and other related programs as follows:

1. Individual Collection (non-dumpster)

\$109.25 per annum per unit for recycling services

\$102.55 per annum per unit for garbage, refuse and yard waste services

\$211.80 per annum per unit for total special charge

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 12:00 AM on January 1, 2021.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 4th day of November, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk