



REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, December 1, 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_Emk0SOCjQtSHgPfla6RP_A

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 November 17, 2020 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary

- I. Public Hearings
 - 1. Public Hearing on an Ordinance to amend Sections 21.04.0400 and 21.08.0208 of the Municipal Code pertaining to Planned Unit Development (PUD) Districts and PUD procedures. (PC-11/10/20 Kastner)
 - a. Adopt an Ordinance to amend Sections 21.04.0400 and 21.08.0208 of the Municipal Code pertaining to Planned Unit Development (PUD) Districts and PUD procedures. (PC-11/10/20 Kastner)
- J. 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)
- K. New Business
 - 1. Claim received from Thomas and Pamela Tarczewski (Goergen)
 - 2. Approve applications for 2020-2021 operator licenses (Goergen)
 - 3. Transfer of monies for computer storage servers request (Johnson)
 - 4. Everbridge Notification System Contract Renewal Request (Johnson)
 - 5. Approval of mileage reimbursement in the amount of \$56.87 (Schafer)
 - 6. Approval of schedules of disbursements in the amount of \$171,147.09 (Schafer)
 - 7. Investments and reinvestments for October 2020 (Schafer)
 - 8. Accept October 2020 financial statements (Schafer)
 - 9. Discussion and decision to approve fund transfers between Engineering Division capital improvement accounts. (Katz)
 - 10. Discussion and decision to adopt an ordinance amending Section 11.04 of the Greenfield Municipal Code regarding Noxious Weeds and Natural Landscaping definitions. (Katz)
 - 11. Discussion and decision to approve purchasing equipment to upgrade an existing utility truck using reserve funds from the capital equipment account. (Laskoski)
 - 12. Discussion and decision regarding agreement with Klemme Floats LLC. (Jaquish)
 - 13. Discussion/decision regarding agreement with Boehlke Bottled Gas (Jaquish)
- L. Items for future agenda
- M. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at

Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances, Greenfield Police Department from the main entrance and Greenfield Fire Department, Station #2, from the main entrance.

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTIONS 21.04.0400 AND 21.08.0208 OF THE MUNICIPAL
CODE PERTAINING TO PLANNED UNIT DEVELOPMENT DISTRICTS AND
PROCEDURES.

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

PART I: Sections 21.04.0403 of the Municipal Code is hereby amended to add the following introductory paragraph before subsection A:

The following minimum area and use requirements and other standards shall be the default PUD District standards and shall apply to any property zoned PUD unless a separate and distinct district is created with its own individual standards.

PART II: Sections 21.08.0208.A. and 21.08.0208.B. of the Municipal Code is hereby amended to read as follows:

A. *Pre-application conference.* Before official submittal of an application for a PUD District, the applicant may file an application to meet with the Plan Commission for a preliminary discussion on the scope and proposed nature of the contemplated development.

B. *Application for a PUD District.* The owner or his agent may file an application with the Zoning Administrator for an amendment to the Zoning Code text and map for the creation of a PUD District pursuant to the requirements of Division 21.08.0200 of this Code. Such application shall be accompanied by all required fees. In addition, the following materials shall be attached to the application for a PUD District:

1. A statement describing the relationship of the PUD District to the City of Greenfield's Master Plan, detailed neighborhood or planning district plans, the general character of and the uses to be included in the proposed PUD District, and the following:

a. Total area to be included in the PUD District, area of open space, residential density computations, proposed number of dwelling units and number of bedrooms per dwelling unit, population analysis, availability of or requirements for municipal services, and any other similar data pertinent to a comprehensive evaluation of the proposed development.

- b. A general summary of the estimated value of structures and site improvement costs, including landscaping and special features.
- c. A general outline of the organizational structure of a property owner's or management's association proposed to be established for providing necessary private services.
- d. A Site Plan that meets all of the Site Plan requirements set forth in Division 21.07.0100 of this Code including, but not limited to:
 - 1) Requirements for the submission of a Landscape Plan meeting the requirements set forth under Division 21.07.0300 of this Code;
 - 2) Architectural plans meeting the requirements of Division 21.07.0400 of this Code;
 - 3) A Lighting Plan meeting the requirements of Division 21.06.0400 of this Code; and,
 - 4) If natural resource features are present on the subject property, as defined in Divisions 21.05.0100 and 21.02.0100 of this Code, a Natural Resource Protection Plan meeting the requirements set forth in Division 21.07.0200 of this Code.
- e. Site Intensity and Capacity Calculations meeting the requirements set forth in Division 21.04.0500 and in the prescribed format set forth in the City's application form.

PART III: Section 21.08.0208.E.12.I. of the Municipal Code is hereby amended to read as follows (NOTE: added text is underlined, deleted text is struck-through):

- I. Other design standards. The PUD Planned Unit Development District may depart from strict conformance with the required dimension, area, bulk, and use regulations for the underlying zoning districts and other provisions of this Code to the extent approved by the Common Council when authorizing the PUD Planned Unit Development District. However, the PUD Planned Unit Development District must not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare. The Plan Commission in making its recommendations,

and the Common Council in making its determination, shall further find that:

- 1) The proposed site shall be provided with adequate drainage facilities for surface and storm water.
- 2) The proposed development shall not impose any undue burden on public services and facilities, such as fire and police protection.
- 3) Water and sewer facilities shall be provided.

PART IV: 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 V: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

PART VI: This ordinance shall take effect and be in force upon its passage and on the day after its publication.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on this _____ day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

**CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS**

11/30/2020

Ashley Elizabeth McCracken	6004 Clover LN	Greendale, WI 53129
Miranda Peters	4950 S Heritage DR 101	Greenfield, WI 53220
Sunil Kumar Sharma	8624 S Roxbury WAY	Oak Creek, WI 53154
Whitney Ellen Moore	2192 S 99th ST 2	West Allis, WI 53227



Committee: Finance & Human Resources

Item Number: 2020-2540

Introduced By: Jay Johnson

Date Introduced: 11/17/2020

RELATING TO: Discussion and decision to transfer portions of the remaining balance from capital project “2019 Speed Signs”, to project “2020 CIB Video Servers.”

SUMMARY:

Due to the increase in High Definition surveillance camera footage submitted as evidence for CIB (Detective Bureau) cases, our current server space will be incapable of storing the recorded video to maintain compliance with current policy / best practices and record retention laws. This critical project needs immediate action. The price of the new server and related equipment to handle to these needs is \$13,972.38 (Quote Information Attached). This will be a one-time purchase with an anticipated service life of 5-6 years.

Shifting these funds from the 2019 Speed Sign account (\$20,000 remaining) into the 2020 CIB Video Server account, would allow us to complete the purchase.

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



xByte Technologies
4614 19th Street Ct. East
Bradenton, FL, 34203
Phone: 888-929-8348

Sales Quote

Quote No.: QT7424260
Quote Date: 10/28/2020
Customer ID: C033298
Customer P.O.:
Terms: PrePaid
Ship Via: FedEx Express Saver
Sales Rep: Ernesto Sanchez

BILL TO:	SHIP TO:
Greenfield, WI PD 5300 W LAYTON AVE GREENFIELD WI 53220-4098 UNITED STATES Attn: Dennis McDonald	CITY OF GREENFIELD WI 5300 W LAYTON AVE GREENFIELD WI 53220-4098 UNITED STATES Attn: Dennis McDonald

NO.	ITEM	DESCRIPTION	QTY.	PRICE	TOTAL
1	>R730XD-2CPU	Dell PowerEdge R730xd Server	1	5,351.00	5,351.00
2		Dell PowerEdge R730xd 2.5" Chassis with up to 26 Hard Drives (24 Front Hot-Swap + 2 Rear Hot-Swap Hard Drives)	1		
3		Intel E5-2630v4 2.2GHz/25M/2133MHz 10-Core 85W	2		
4		Dell PE R730 Normal Heat Sink	2		
5		Dell 32GB RDIMM, 2400MT/s	4		
6		HBA330 12Gbps SAS HBA Mini Mono Controller (NON-RAID), for PowerEdge R730xd 1x24	1		
7		Dell 240GB 6Gbps SATA Mix Use TLC 2.5" SSD, S4610	1		
8		Dell 240GB 6Gbps SATA Mix Use TLC 2.5" SSD, S4610	2		
9		Dell Broadcom 5720 Quad Port 1Gb RJ45 rNDC	1		
10		R730xd PCIe Right Riser 1	1		
11		R730xd PCIe Center Riser 2	1		
12		iDRAC8 Enterprise	1		
13		Dell 13th Gen 2U Normal Front Bezel	1		
14		Dell 2U Sliding Ready Rails and Cable Management	1		
15		Custom Configuration and Full Testing, Full Firmware Updates	1		
16		Dell 750W 80 Plus Platinum Efficiency Power Supplies	2		
17		Standard Power Cord(s) - Qty to Match Power Supplies	2		
18		No, I do not need Veeam Software	1		
19		5 Years Dell ProSupport and Next Business Day On-site Service	1		
20		Dell Recertified	1		

Price quotes are good for 14 calendar days and subject to availability.

For US warranty information please visit <http://www.xbyte.com/xbyte-warranty/>

For international warranty information please visit <http://www.xbyte.com/international-warranty/>

*xByte Capital Lease:

All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.

Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.

Item Subtotal	5,351.00
Tax	0.00
Shipping	138.00
Total	\$5,489.00
As low as \$115.32 /mo.*	

QUOTE CONFIRMATION



DEAR DENNIS MCDONALD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Thanks.



ACCOUNT MANAGER NOTES:

Adam Flynn
Executive Account Manager
866-723-3621
adamfly@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LSJG842	10/29/2020	WIN SERVER DATACENTER	11218826	\$4,972.70

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2019 Datacenter - license - 2 cores	10	5300201	\$497.27	\$4,972.70
Mfg. Part#: 9EA-01073				
UNSPSC: 43233004				
Electronic distribution - NO MEDIA				
Contract: Wisconsin NVP Software (505ENT-M21-NASPOSVAR-01)				

PURCHASER BILLING INFO		SUBTOTAL		\$4,972.70
Billing Address: TIM LEMMERS CITY OF GREENFIELD 5300 W LAYTON AVE ATTN: IT DEPARTMENT GREENFIELD, WI 53220 Phone: (414) 761-5335 Payment Terms: Master Card		SHIPPING		\$0.00
		SALES TAX		\$0.00
		GRAND TOTAL		\$4,972.70
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
DELIVER TO				
Shipping Address: CITY OF GREENFIELD DENNIS MCDONALD 4333 S. 92ND ST. GREENFIELD, WI 53228 Shipping Method: ELECTRONIC DISTRIBUTION				

Need Assistance? CDW•G SALES CONTACT INFORMATION



Adam Flynn

(866) 723-3621

adamfly@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Quotation

Prepared for:

Scott Zienkiewicz
Greenfield Police
5300 W Layton Ave
Greenfield WI 53220-4098
United States
Ph: (414) 761-5345
Fax:
Email: scott.zienkiewicz@gfpd.org

Quote #: Q-61361
Date: 10/20/2020
Expires On: 12/31/2020
Confidential

Salesperson: Caroline Lynch
Phone: 7813739851
Email: caroline.lynnch@everbridge.com

Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	1/1/2021
Contract End Date:	12/31/2023

Contact Summary:

Household Count:	14,071
Employee Count:	555

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 1 TOTAL:		USD 12,141.20

Year 2

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 2 TOTAL:		USD 12,141.20

Year 3

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 10,641.20
1	Everbridge Community Engagement	USD 1,500.00
Year 3 TOTAL:		USD 12,141.20

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 0.00
Setup TOTAL:		USD 0.00

Pricing Summary:

Year One Fees:	USD 12,141.20
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 12,141.20

Ongoing Fees:

Year Two Fees:	USD 12,141.20
Year Three Fees:	USD 12,141.20

Messaging Credit Allowance:

Year One:	2,000,000
Year Two:	2,000,000
Year Three:	2,000,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “**Public Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle® Branded Products:

1. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths (“**Notifications**”). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client’s use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - SMS Text messages:
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
 - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - TTY: One minute per TTY message.
 - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client’s use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client’s use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. “**Data Feed**” means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

FIHR 11/25 was cancelled & moved to CC 12/1/20

PACKETS FOR WEDNESDAY, 11 / 25 / 2020 FINANCE MEETING
(MEETING CANCELLED) NOW DIRECT TO COMMON COUNCIL

AP DISBURSEMENT SCHEDULES:

AP CHECKS	11/13/2020	\$	171,147.09
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS - 2020		\$	
P-CARDS/ 2020 STATEMENT		\$	
		TOTAL \$	171,147.09

CC: PAULA

CC; FINANCE FOLDER

LOCAL GOVERNMENT INVESTMENT POOL

October 2020 Statement

September Ending Balance	\$	20,746,066.05
2 Deposit (s) in October		639,510.93
2 Withdrawal(s) in October		2,000,000.00
October Interest Earnings @ 0.10%		1,839.87
TOTAL	\$	19,387,416.85

OCTOBER 2020
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$281,955.79	12/31/2001	variable		\$72.90	21901270
Money Mkt/BMO Harris Bank	\$511,451.15	6/28/2011	variable		\$42.06	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,655,855.87	12/9/2014	variable			
Associated Bank Investments	\$6,502,120.04	12/10/2014	variable			
Totals	\$13,951,382.85				\$114.96	

ACCOUNT CLASSIFICA AND FUNCTION		2020 AMENDED BUDGET	2020 ACTIVITY THRU 10/31/20	REMAINING BALANCE
DESCRIPTION				
ESTIMATED REVENUES				
TAXES	TAXES	18,144,790	18,153,306	(8,516.00)
INTGOV	INTERGOVERNMENTAL	3,378,240	3,230,724	147,516.00
L&P	LICENSES AND PERMITS	1,353,665	942,883	410,782.00
FINES	FINES-FORFEITS-PENALTIES	733,000	499,671	233,329.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,506,500	1,160,344	346,156.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,271,573	857,296	414,277.00
MISC REV	MISCELLANEOUS REVENUE	353,969	204,531	149,438.00
OTH FIN	OTHER FINANCING SOURCES	1,856,844	22,250	1,834,594.00
TOTAL ESTIMATED REVENUES		28,598,581	25,071,005	3,527,576.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,970,783	2,975,659	995,124.00
PS	PUBLIC SAFETY	18,721,669	14,894,652	3,827,017.00
PW	PUBLIC WORKS	3,819,562	3,325,621	493,941.00
HHS	HEALTH AND HUMAN SERVICES	795,359	649,308	146,051.00
CRE	CULTURE, REC AND EDUCATION	1,080,161	844,378	235,783.00
PD	PLANNING AND DEVELOPMENT	196,047	102,006	94,041.00
OTHER	OTHER FINANCING SOURCES (USES)	15,000	52,000	(37,000.00)
TOTAL APPROPRIATIONS		28,598,581	22,843,624	5,754,957.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			2,227,381	2,227,381.00
BEGINNING FUND BALANCE		9,899,465	9,899,465	
ENDING FUND BALANCE		9,899,465	12,126,846	



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: December 1, 2020

RELATING TO:

Discussion and decision to approve fund transfers between Engineering Division capital improvement accounts.

SUMMARY:

Periodically we need to transfer funds between capital improvement project accounts

Funds from projects that are have been completed, or projects that are under budget, are transferred to projects that need additional funds.

Funds may also be transferred to create accounts for future projects.

FINANCIAL:

RECOMMENDATION:

Approve the fund transfers as listed on Exhibit A.

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

EXHIBIT A

Common Council

12/1/2020

Recommended capital improvement account fund transfers.

Account Number	Account Name	Starting Balance	Transfer to GENRES	Transfer from GENRES	Ending Balance	Note
EN1504	52nd & Midland	\$4,717	\$4,717		\$0	Close Account
EN1803	Asphalt resurfacing various roads	\$4,133	\$4,133		\$0	Close Account
EN1817	Traffic Signals 84th & Cold Spring	\$215	\$215		\$0	Close Account
EN1903	116th Street Resurfacing	\$10,443	\$10,443		\$0	Close Account
EN1904	Concrete Rehabilitation	\$173,241	\$155,241		\$18,000	
EN1905	Elm Dale School Sidewalk	\$18,666	\$18,666		\$0	Close Account
EN1908	43rd Resurfacing Ramsey Grange	\$6,829	\$6,829		\$0	Close Account
EN1915	City Hall Permeable Paver Repair	(\$1,731)		\$1,731	\$0	Close Account
EN2003	116th Street Howard to Morgan	\$105,057	\$171,567		(\$66,510)	\$73,510 grant anticipated
EN2004	Sidewalk Grange 43rd to 48th	\$20,468	\$17,468		\$3,000	
EN2006	The Turf	\$0		\$387,548	\$387,548	
GENRES	General Reserves	\$128,016			\$128,016	

Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: December 1, 2020

RELATING TO:

Discussion and decision to **adopt an ordinance amending Section 11.04 of the Greenfield Municipal Code regarding Noxious Weeds and Natural Landscaping definitions.**

SUMMARY:

Amending the existing noxious weeds ordinance defining and allowing for *managed natural landscaping*.

Managed natural landscape means a planned, intentional and maintained planting of native or non-native grasses, wildflowers, forbs, ferns, shrubs or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plantings.

Managed natural landscape is an alternative to turf-grass lawn, meaning a lawn comprised mostly of grasses common used in regularly cut lawns or play areas (such as but not limited to bluegrass, fescue, and ryegrass blends), intended to be maintained at a height of no more than 1 foot.

The installation and maintenance of managed natural landscapes is beneficial to the city's environment and its residents.

Managed natural landscapes require fewer potentially harmful and costly inputs such as fertilizer and, herbicides and pesticides. They increase stormwater retention, improve water quality and biodiversity, reduce greenhouse gas emissions, and provide habitat for wildlife such as birds, butterflies and other beneficial insects and species.

FINANCIAL:

RECOMMENDATION:

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

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 11.04 of the Greenfield Municipal Code is hereby amended to read as follows:

(1)

(a) *In general.* No person owning property within the City shall permit, grow or pollinate upon his premises any weeds or grasses which cause or produce hay fever or other toxic effects in human beings, exhale unpleasant or noxious odors, conceal filthy deposits or are a public nuisance. In order to prevent such growth and pollination, every property owner shall mow or cause to be mowed upon his premises all grasses or weeds exceeding 1 foot in height or, where such weeds or grasses cannot be controlled or eradicated by such treatment, the property owner shall spray or cause to be sprayed such growth with chemicals which shall control or eradicate such weeds and grasses. (Am. #2408)

(b) *Right to install and maintain a managed natural landscape.* An owner, authorized agent, or authorized occupant of any privately owned lands or premises may, consistent with this subsection and all other applicable laws, statutes, rules and ordinances, install and maintain a managed natural landscape.

1. *Definitions.*

Managed natural landscape means a planned, intentional and maintained planting of native or non-native grasses, wildflowers, forbs, ferns, shrubs or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plantings.

Meadow vegetation means grasses and flowering broad-leaf plants that are native to, or adapted to, the State of Wisconsin, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.

Ornamental plants means grasses, perennials, annuals and groundcovers purposefully planted for aesthetic reasons.

Rain garden means a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater and accompanying pollutants from entering streams, lakes and rivers.

Turf-grass lawn means a lawn comprised mostly of grasses common used in regularly cut lawns or play areas (such as but not limited to bluegrass, fescue, and ryegrass blends), intended to be

maintained at a height of no more than 1 foot.

2. *Findings.* The city council finds that the installation and maintenance of managed natural landscapes is beneficial to the city's environment and its residents and serves to further adopted city goals in that managed natural landscapes require fewer potentially harmful and costly inputs, improve stormwater retention, increase water quality and biodiversity, reduce greenhouse gas emissions, and provide habitat for wildlife such as birds, butterflies and other beneficial insects and species.
3. *Requirements.*
 - a. Managed natural landscapes may include plants and grasses in excess of 1 foot in height and which have gone to seed, but may not include any noxious weeds and must be maintained so as to not include unintended vegetation.
 - b. Managed natural landscapes may not include any plantings, which due to location and manner of growth constitute a hazard to the public or may cause injury or damage to persons or property.
 - c. Managed natural landscapes shall not include turf-grass lawns left unattended for the purpose of returning to a natural state.

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 1st day of December, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Laskoski)

Date Introduced: December 1, 2020

RELATING TO:

Discussion and decision to **approve purchasing equipment to upgrade an existing utility truck using reserve funds from the capital equipment account.**

SUMMARY:

DPW Truck #22 GMC 2003 Diesel @ 48,000 miles needs replacement of the utility boxes, bench seat, steering wheel and possibly hazard lighting upgrade.

As an essential, everyday Working Foreman truck, these upgrades will allow the city to defer the truck replacement for 7- 10 years.

Items requested: Utility platform, Utility boxes, seat, steering wheel and lighting should cost less than \$10,000.00 total

During the budget process, Capitol Equipment amounts are established for each purchase. If there are funds remaining after the purchase has been completed, those funds go back to the reserve account for that department. Over the years, funds have accumulated for DPW equipment purchases. Some of the funds have come from purchases being under budget, others could be that the purchase was never made.

There is an adequate amount to cover the costs for the upgrades to this vehicle in the D.P.W. reserve account.

FINANCIAL:

RECOMMENDATION:

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



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: December 1, 2020

RELATING TO:

Discussion/decision regarding agreement with Klemme Floats LLC.

Due to the pandemic our traditional community holiday gatherings such as Breakfast with Santa and the community tree lighting will not be held in 2020.

However, we are planning to create a new way for Greenfield families to experience the joys of the holiday season. Every year one of the highlights of Christmas is the opportunity for children to see Santa Claus.

This year we are working to bring Santa to each Greenfield neighborhood. Currently we are working on pre-determined routes, dates and times to be determined. To date it is looking to be spread out over 4 nights.

Greenfield Police will escort the float and will be trailed by a fire vehicle and possibly one additional support vehicle. Float will be stored inside at Fire Station #1 (Layton Ave).

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

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

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

KLEMME FLOATS LLC

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



202006

Float Contract

This contract made and entered this 22nd day of November, 2020 by Klemme Floats LLC and City Of Greenfield.

Klemme Floats LLC will build 1 float(s) along the lines suggested by sketches and drawing or pictures shown here.

That said float is to be erected on or before December 9 - 20, 2020, and to be entered into the Greenfield Neighborhood Christmas parades.

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

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

City Of Greenfield shall name Klemme Floats LLC as an additional insured on its comprehensive general public liability insurance policy, or other similar policy, and such insurance coverage shall remain in force ~~until~~while the float(s) ~~are is being used by the Cit of Greenfield for the neighborhood parades returned to Klemme Floats LLC at the place and time set forth in this agreement.~~ On or before the date of delivery of the float(s), City Of Greenfield shall furnish Klemme Floats LLC with a certificate of insurance evidencing the above referenced insurance coverage.

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

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

Description: 16 foot Santa Float. Santa in sleigh with White lighted deer leading the way. Mrs Claus out front with deer. Presents and trees as fill. Lighted.

Lettering: Happy Holidays – City of Greenfield

Specific Instructions: Tow vehicle, generator and sound and storage supplied by renter. (Remove the ball from hitch we supply pin)

Price of Float: \$1500.00

Down Payment Upon Signing: \$750.00

Balance Upon Delivery/Parade Day: \$750.00

By Mark Klemme of Klemme Floats LLC

By _____ of City Of Greenfield

Please sign and return 1 copy with down payment



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: December 1, 2020

RELATING TO:

Discussion/decision regarding agreement with Boehlke Bottled Gas.

In order to provide temporary heat to Dan Jansen Fest skating rink warming area at Konkel Park we are planning to use temporary heating equipment as we did for last season. However this year the heating equipment will utilize propane rather than diesel.

The propane will be more efficient to use. Staff has already coordinated with Fire Dept. for proper placement and location on-site.

Skating rink is weather dependent but is hopeful to open some point in mid to late December and be open as long as the weather allows.

Dan Jansen Family Fest is the Rink Sponsor
Tru-Stone Financial is our Warming Area Sponsor

Additional sponsorships are also still available.

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

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



1020 Hwy 60 Cedarburg WI 53012 • 800-448-3388
boehlkebgcorp.com

**CONTRACT
FOR USE OF TEMPORARY HEATING EQUIPMENT**

THIS CONTRACT FOR USE OF TEMPORARY HEATING EQUIPMENT (hereinafter referred to as the "Agreement," as further defined below) between Boehlke Bottled Gas Corp. ("Boehlke") and

CITY OF GREENFIELD PARK & REC/ KONKEL PARK ICE RINK/ 5151 W LAYTON AVE, GREENFIELD, WI
53220

("Contractor")

is made and entered into as of this 23RD **day of NOVEMBER, 2020** (the "Effective Date"). Boehlke and Contractor may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Boehlke is engaged in the business of providing temporary heating equipment at construction sites; and

WHEREAS, Contractor is engaged in the business of providing construction services to clients at multiple sites simultaneously, and may elect to utilize Boehlke to provide temporary heating equipment at one or more of Contractor's job sites pursuant to individual Equipment Lease Order(s) issued by Boehlke in accordance with the terms of this Agreement; and

WHEREAS, Boehlke desires to and is prepared to provide temporary heating equipment to Contractor in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Boehlke and Contractor mutually agree as follows:

1. Agreement. The term "Agreement" shall mean this Contract for the Use of Temporary Heating Equipment, and shall include the following Contract Documents, all of which are incorporated as if set forth herein in their entirety:

- (a) Any Equipment Lease Orders Issued by Boehlke
- (b) Any Equipment Lease Order Revisions Issued by Boehlke

2. Ownership of Equipment. Boehlke Bottled Gas Corp. may provide Contractor with the following temporary heating equipment for each construction project Contractor desires:

Tank(s)
Regulator(s)
Hose(s)
Heater(s)

(hereinafter referred to as "Equipment"). Boehlke Bottled Gas Corp. shall, at all times, maintain legal ownership of the Equipment. Use of the Equipment is contingent upon Contractor agreeing to purchase the propane fuel for this Equipment from Boehlke Bottled Gas Corp.

3. **Damage to Equipment.** Contractor agrees that by entering into this Agreement that it will be responsible for any damage or theft to the Equipment during the time the Equipment is in Contractor's possession or use. Should the Equipment be damaged or stolen, Contractor agrees to reimburse Boehlke Bottled Gas Corp. for the full replacement value of the Equipment. Contractor further agrees to reimburse Boehlke Bottled Gas Corp. for any Equipment requiring excessive cleaning upon its return.

4. **Costs for Dismantling Propane Equipment After Initially Installed.** Contractor agrees that once Boehlke Bottled Gas Corp. initially installs the Equipment, that it will not move or dismantle said Equipment without first notifying Boehlke Bottled Gas Corp. and Boehlke Bottled Gas Corp.'s express consent to the same. Contractor further agrees to notify Boehlke Bottled Gas Corp., in writing, of any changes made to the propane system, Equipment, or connections to the Equipment after Boehlke Bottled Gas Corp. initially installs the Equipment. Boehlke Bottled Gas Corp. shall be afforded an opportunity to inspect said changes at Contractor's cost prior to Contractor's use and Contractor shall not use the Equipment until Boehlke Bottled Gas Corp.'s express consent to the same.

Failure of Contractor to notify Boehlke Bottled Gas Corp. of changes to the gas system by the Contractor, Contractor's employees or any third party in violation of this section shall require Contractor to indemnify Boehlke Bottled Gas Corp. from any liability for any damages, personal injuries or other claims resulting from said violation. If Boehlke Bottled Gas Corp. is served with notice of any claim for property damage, personal injury or any other claim, it will tender such claim(s) to the Contractor and it will be the Contractor's obligation by the terms of this contract to assume the defense of such claim(s). If the Contractor fails to accept the defense, any attorney's fees, costs, expenses and damages paid by settlement, verdict or judgment will be the responsibility of the Contractor. In the event of an occurrence of this nature, Boehlke Bottled Gas Corp. will be entitled, at its option, to enter a judgment for the full amount of its damages incurred against the Contractor and pursue collection of this amount to the extent legally permitted. Contractor further agrees that by entering into this Agreement that it will be responsible for the cost of Boehlke Bottled Gas Corp. to perform additional leak tests and/or pressure tests of the propane equipment if Contractor should disconnect or dismantle the Equipment after it is initially installed by Boehlke Bottled Gas Corp. Nothing in this section shall diminish, withdraw or otherwise reduce Contractor's obligations contained in the Hazards of Propane and Responsibility of Contractor section.

5. **Use of Boehlke Bottled Gas Corp. Equipment**
Contractor agrees that the Equipment may be used only with the propane tanks provided by Boehlke Bottled Gas Corp. Equipment provided by Boehlke Bottled Gas Corp. may not be connected to propane tanks supplied by any other company.

6. **Hazards of Propane and Responsibility of Contractor.** By using the Equipment provided by Boehlke Bottled Gas Corp., Contractor warrants that it is knowledgeable in the use of propane and equipment fueled by propane. Contractor agrees that it is solely responsible for ensuring that all codes, regulations and laws, including, but not limited to, the requirements contained in NFPA 54 and 58 (including, but not limited to, required leak tests which must be completed by a competent and knowledgeable individual), are properly adhered to and satisfied before Contractor uses the Equipment or any propane gas provided by Boehlke Bottled Gas Corp. and after each interruption of service, if any. Contractor shall ensure that any leak test performed shall be documented and that said document shall be provided to Boehlke Bottled Gas Corp. before Contractor uses the Equipment or any propane gas provided by Boehlke Bottled Gas Corp. and after each interruption of service, if any. To the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold Boehlke Bottled Gas Corp. and its officers and employees harmless from and against any liability, loss, damage, cause of action, penalty, fine, cost (including but not limited to attorneys' fees), claim, or strict liability claim arising out of or in any way incident to Contractor's failure to ensure that all codes, regulations and laws, including, but not limited to, the requirements contained in NFPA 54 and 58, are adhered to and satisfied in its use of the Equipment or any propane gas provided by Boehlke Bottled Gas Corp. Contractor further acknowledges that it is aware of the dangers and hazards associated with the use of propane and equipment fueled by propane. By entering into this Agreement, Contractor agrees that it has the sole responsibility to ensure that its employees and subcontractors are properly trained in the use of propane and equipment fueled by propane, and that it will provide its employees, subcontractors, and other third parties exposed to the hazards of its use of propane equipment, with appropriate safety information and warnings of hazards associated with the use of propane and equipment fueled by propane. These warnings shall include pamphlets which address the propane odorant, including a scratch and sniff pamphlet, and Safety Data Sheets for propane. As a courtesy, upon request, Boehlke Bottled Gas Corp. can provide Contractor with Safety Data Sheets for propane and make available to Contractor pamphlets in its possession pertaining to propane and the safe use thereof. The Contractor, however, has the independent duty to provide adequate warnings and safety information, in addition to the information made available by Boehlke Bottled Gas Corp., if requested, to its employees, subcontractors, and other third parties. By

signing this Agreement, Contractor acknowledges that it has received from Boehlke Bottled Gas Corp. the Safety Data Sheets for propane.

7. **Insurance.** Contractor agrees to maintain general liability and fire insurance in an amount not less than \$1,000,000 combined single limit, and worker's compensation coverage in amounts required by law and shall furnish proof of insurance to Boehlke Bottled Gas Corp. Contractor shall also give written notice of any cancellation of these required insurance coverages.

8. **Liability for Damage Resulting from Use of Equipment.** Contractor agrees to assume all risks and costs associated with any loss, damages or destruction to property, use of business, profits, or injuries or death to persons, whether direct, indirect, consequential, special or incidental, however caused, arising out of the delivery, storage, vaporization, presence, or use of propane or out of the maintenance of Contractor's equipment or the Equipment provided by Boehlke Bottled Gas Corp. Contractor will not be liable for damages that are the direct and proximate result of the sole negligence of Boehlke Bottled Gas Corp.

9. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold Boehlke Bottled Gas Corp. and its officers and employees (collectively referred to hereinafter as "indemnitees") harmless from and against any liability, loss, damage, cause of action, penalty, fine, cost (including but not limited to attorneys' fees), claim, or strict liability claim arising out of or in any way incident to the activities or omissions performed by Contractor or its employees, or subcontractors, on account of personal injuries, death, damage to property, damage to the environment, or any other loss, regardless of whether such harm is to Contractor, indemnitees, the employees or officers of either, or any other person or entity, and regardless of how such injury, death, damage or loss is caused (by indemnitees' negligence, the negligence of third parties, or otherwise), but excluding injuries, death, damage or damage to the extent caused by the sole (100%) negligence of indemnitees. Contractor's duties under this paragraph shall survive the termination, revocation, or expiration of this Agreement.

10. **Waiver of Subrogation.** To the fullest extent permitted by law, Contractor and Boehlke waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance, builder's risk, or other insurance applicable to the site or Contractor's work, except such rights as they may have to proceeds of such Insurance held by the Contractor.

11. **Contractor's Lien.** An expressed contractor's lien is acknowledged and granted by the Contractor on the site location to secure the amount of services and supplies.

12. **Choice of Law and Forum.** The parties hereby agree that the obligations hereunder shall be governed and controlled by the laws of the State of Wisconsin and any disputes between the parties shall be addressed and resolved pursuant to the Dispute Resolution section below, to the exclusion of the law of any other forum.

13. **Dispute Resolution.** If there are any disputes arising between the parties pertaining to the performance of this Agreement, the parties agree that they will engage in good faith settlement discussions. If the good faith settlement discussions are not successful, the parties agree to submit the matter to non-binding mediation as a condition precedent to any civil court action. The mediation shall be held in the Milwaukee, WI metro area.

14. **Force Majeure.** Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, terrorism, accidents, labor disputes or shortages, governmental laws, ordinance, rules and regulations, whether valid or invalid (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation, and any other similar or different contingency.

15. **Waiver.** No failure or delay in executing any of the Boehlke Bottled Gas Corp.'s rights hereunder shall prevent its execution at a later date and neither shall a waiver by Boehlke Bottled Gas Corp. of any breach by Contractor be deemed a waiver of any subsequent breach.

16. **Entire Agreement.** This contract shall embody the entire Agreement between Contractor and Boehlke Bottled Gas Corp. No modification hereof shall be of any effect unless such modification is in writing and executed by the parties hereto. A duplicate of the signed original of this Agreement shall be as binding on Contractor as the original.

17. **Severability/Limitation in Scope.** Each provision of this Agreement is separate from the other provisions. The invalidity or unenforceability of any provision, or portion thereof, shall not cause any other provision to be invalid or unenforceable. In the event that any provision, or portion thereof, is held to be invalid or unenforceable, only the invalid or unenforceable provision or portion thereof, shall be limited, to the minimum extent required by law, to become valid and enforceable.

18. **Term.** This Agreement shall commence on the Effective Date and, unless earlier terminated, shall continue for the period of one (1) year (the "Term"). At the time of expiration this Agreement may be extended by mutual agreement. The terms of this Agreement shall continue in effect for any Equipment Lease Order that is outstanding at the time of expiration of this Agreement.

I hereby acknowledge and accept the terms of this Agreement.

CONTRACTOR

Date: _____

BOEHLKE BOTTLED GAS CORP. CORPORATION

Date: 11-28-20

