



REVISED COMMON COUNCIL MEETING AGENDA

Wednesday, February 17, 2021 - 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_Uag0uhCSQDCC04ULa2I2Ug

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 February 2, 2021 Common Council minutes
- E. Mayor's Report
 - 1. Discussion and decision to approve NextGen 9-1-1 Reimbursement Grant. (Johnson)
- 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. Two members to the Community Development Authority for a term to expire 2/19/25 (currently Troy Chowanec, James Hodson)
 - ii. Two alternate members to the Community Development Authority for a term to expire 2/19/25 (currently Bennett Rucka, David Schilz)
 - b. Mayor appointments:
 - i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)
- J. New Business
 - 1. Approve applications for 2020-2021 operator licenses (Goergen)
 - 2. Claim received from Fred & Penny 4111 LLC (Goergen)
 - a. Adopt resolution to disallow claim of Fred & Penny 4111 LLC (Sajdak)
 - 3. Claim received from Jason Chitwood (Goergen)
 - 4. Approve a Special Use Review and Site Plan Review for an ownership change to Rosen Hyundai, an existing business located at 6133 S. 27 St., submitted by Katherine G. Bills, d/b/a Reinhart Boerner Van Deuren s.c. (Tax Key No. 691-9841-009) (PC-2/09/21 Kastner)
 - 5. Approve a Special Use Review and Site Plan Review for an ownership change to Home Town gas station/convenience store, an existing business located at 5235 W. Loomis Rd., submitted by Khadisa Imayat, d/b/a Hasham Petroleum, LLC. (Tax Key No. 648-0008-003) (PC-2/9/21 Kastner)
 - 6. Approve a Certified Survey Map for proposed combination of parcels located at 4267 W. Loomis Rd., submitted by Jeffrey Katz, Director, Department of Neighborhood Services. (Tax Key No. 600-9956-006) (PC-2/9/21 Kastner)
 - 7. Approve an Ordinance to repeal and recreate Chapter 19 – Sign Code of the Municipal Code. (PC-2/9/21 Kastner)
 - 8. Discussion and decision to sign an agreement with Milwaukee County in the amount of \$718,509.50 for the City's share of the cost to reconstruct Layton Avenue from 27th Street to 43rd Street. (Katz)
 - 9. Discussion and decision to award a contract for the project 1909 St. Francis Neighborhood Reconstruction Phase 2 to Vinton Construction in the amount of \$ 1,625,038.98. (Katz)
 - 10. Discussion and decision to award a contract for the project 1904 Concrete Rehabilitation to LaLonde Contractors in the amount of \$ 372,998.90. (Katz)
 - 11. Discussion and decision to enter into a Municipal Engineering Services Agreement.(Katz)
 - 12. Approval of mileage reimbursements in the amount of \$251.03 (2/10/21 F&HR S. Saryan)
 - 13. Approval of schedules of disbursements in the amount of \$30,594,875.58 (2/10/21 F&HR S.

Saryan)

14. Discussion and Decision Regarding Data Use Agreement for the Milwaukee County Unified Emergency Operations Center, for use of Wisconsin Electronic Disease Surveillance System & Wisconsin Immunization Registry data, and the Greenfield Health Department. (2/10/21 F&HR S. Saryan)
15. Discussion and Decision Regarding Data Use Agreement for the Medical College of Wisconsin, for use of Wisconsin Electronic Disease Surveillance System & Wisconsin Immunization Registry data, and the Greenfield Health Department. (2/10/21 F&HR S. Saryan)
16. Contract amendment between the State of Wisconsin Department of Health and Family Services and the Greenfield Health Department related to 2021 Consolidated Contract grant funding related to COVID-19 funding. (2/10/21 F&HR S. Saryan)
17. Discussion and Decision Regarding Data Use Agreement for Vital Records Data between the Wisconsin Department of Health Services, Division of Public Health, and the Greenfield Health Department. (2/10/21 F&HR S. Saryan)
18. Discussion and Decision Regarding Service Agreement between the Medical College of Wisconsin and the Greenfield Health Department (2/10/21 F&HR S. Saryan)

K. Items for future agenda

L. Adjourn

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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

02/10/2021

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Alicia Maria Garcia	4641 N 79 ST	Milwaukee, WI 53218
Alison Gail Lucas	6727 Greenway Apt 3	Greendale, WI 53129
Arianna Ivelisse Arce	3830 S 43rd ST	Milwaukee, WI 53220
Barbara Ann Rosewicz	4135 N 77th ST	Milwaukee, WI 53222
Catherine Peterson	7020 W South Ridge DR #70	Greenfield, WI 53220
Crystal M Truettner	4356 W Loomis RD #2	Greenfield, WI 53220
Holli Lynn Brannon	3770 W Loomis RD Apt 111	Greenfield, WI 53221
Jessica Brown	4619 S Howell AVE #2	Milwaukee, WI 53207
Jodi Lynn Schroedl	5614 Beaver CT	Greendale, WI 53129
Katherine H Wooten	3437 S 13th ST	Milwaukee, WI 53215
Lonna May Mattice	5100 W Coldspring RD	Greenfield, WI 53220
Marie Roche Carnaroli	2345 S 64th ST	West Allis, WI 53219
Nancy Fontanez	6418 S 35th ST	Franklin, WI 53132
Peter Joseph Benedict	5500 Alba CT	Greendale, WI 53129
Philip Karnes	12170 W Colspring RD	Greenfield, WI 53228
Phillip John Geil	5240 W Midland DR	Franklin, WI 53132
Rhianna Ashley Butske	10532 W Cortez CIR Apt 16	Franklin, WI 53132
Robin Barkley	38535 39th ST	Greenfield, WI 53221
Samantha Geissler	3715 S 75th ST #3	Milwaukee, WI 53220

ORDINANCE NO. _____

ORDINANCE TO REPEAL AND RECREATE CHAPTER 19 – SIGN CODE.

PART I. CHAPTER 19 of the Municipal Code is hereby repealed and recreated to read as follows:

19.00 Sign Code.

19.01	Purpose
19.02	Definitions
19.03	Requirement of Conformity; Penalties
19.04	Conformity of Nonconforming Signs
19.05	Procedures
19.06	Permits, Inspections and Revocations
19.07	Sign Construction Standards
19.08	Maintenance
19.09	Variance to Sign Code
19.10	Prohibited Signs, Lighting and Movement
19.11	Signs in the Public Right-of-Way
19.12	Temporary Signs
19.13	Flags
19.14	Freestanding Signs
19.15	Wall Signs
19.16	Projecting Signs
19.17	Awnings
19.18	Window Signs
19.19	Changeable Copy Signs and Electronic Message Centers
19.20	Driveway Signs
19.21	Drive-Thru Signs
19.22	Creative Signs
19.23	Master Sign Program
19.24	(Reserved)
19.25	Severability

19.01 Purpose. It is declared that the regulation of signs able to be viewed by the public within the City is necessary and in the public interest to:

- (a) Protect and preserve property values within the City.
- (b) Preserve the aesthetic beauty and the unique character of the City.
- (c) Promote a healthy and properly designed business environment.
- (d) Provide for the expression of both commercial and noncommercial speech.
- (e) Provide for the identification and advertising needs of businesses.
- (f) Safeguard the general public from damage and injury which may be caused by the

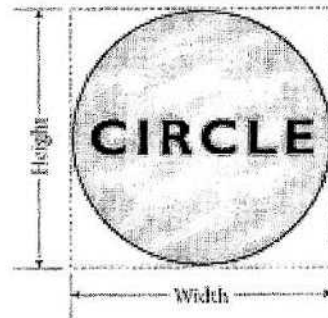
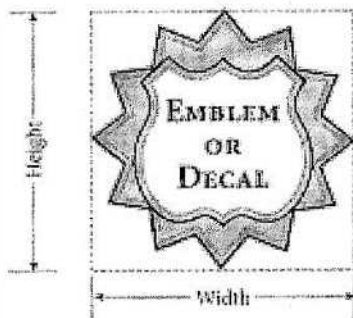
faulty and uncontrolled construction of signs within the City.

- (g) Protect against hazards to vehicular and pedestrian traffic movement resulting from improper placement of signs.
- (h) Promote the public safety, welfare, convenience and enjoyment of travel and the free flow of traffic within the City.
- (i) To avoid the regulation of sign content through the application of this sign code.

19.02 Definitions. As used in this section:

"Area of sign" means a rectangular area enclosed by one continuous line, connecting the extreme limits or edges of writing, representation or similar figures or characters together with any material forming an integral part of the display or forming the backing surface or background on which the message or symbols are displayed on a sign. The area shall be determined using the largest sign area or silhouette visible at any one time from any point. This area does not include the main supporting sign structure, but other ornamental attachments are to be included in determining area of sign. As shown below:

MEASUREMENT OF DISPLAY AREA



"Awning" means a roof-like cover, often of fabric, metal, or glass designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk, door, or the like.

"Awning sign" means a sign attached to an awning.

"Banner" means any sign intended to be hung by two sides either with or without frames, possessing characters, letters, illustrations, or ornamentation applied to paper, plastic, or fabric of any kind. A Flag shall not be considered a Banner for the purpose of this chapter.

"Building front foot" means the maximum building width measured at grade level with the street.

"Bus shelter" means a structure which protects public transit system passengers from the weather while they wait for the arrival of their buses.

"Business front foot" means the lineal distance of the building space occupied by the particular business measured on a straight line parallel to the street. Where a business does not parallel a street, the front foot shall be measured along the exterior of the building space occupied by the particular business.

"Cabinet sign" means a sign that contains all the text and/or logo symbols on the display face of an enclosed cabinet.

"Changeable copy sign" means a sign that is designed so that characters, letters or illustrations can be changed or rearranged without altering the face or the surface of the sign.

"Creative sign" means any sign of unique design of which the design provides a positive visual contribution.

"Drive-thru sign" means a sign on a property with drive-thru services

"Electronic message center sign" means a type of changeable copy sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs, a flipper matrix or similar display.

"Fascia" means a flat board, band, or face, used sometimes by itself but usually in combination with moldings, often located at the outer face of the cornice.

"Feather Flag or Banner Flag" means a piece of cloth-like or vinyl-like material, designed to be displayed usually in a vertical fashion, usually attached at one edge to a stake that is inserted into the ground, intended for temporary purposes.

"Fixture" means a piece of equipment which has been permanently attached to real estate in such a way as to be part of the premises.

“Flag” means a piece of cloth, varying in size, shape, color, and design, usually attached at one edge to a staff or cord, which has been adopted by the government of the United States, State of Wisconsin or City of Greenfield. Banners, as defined above, shall not be considered flags for the purpose of this chapter.

"Flashing sign" means a type of changeable copy sign upon which a message or display is presented more frequently than for five-second intervals.

"Freestanding sign" means any sign which is supported by structures or supports in or upon the ground and independent from any building.

"Height of sign" means the overall height of a sign and/or the supporting structure of a sign, where applicable, measured from the top of the sign and/or supporting structure of the sign to the ground.

"Holders of permit" means, the owner(s) of the premises on which a sign is located or the lessee(s) of the premises to which such sign pertains.

"Illegal sign" means any sign, except the following:

1. A sign allowed by this section and not requiring a permit.
2. A sign allowed by this section carrying a valid permit.
3. A legal nonconforming sign.

"Maintenance" means the replacing or repairing of a part or portion of a sign made unusable by ordinary wear, tear or damage beyond the control of the owner or the reprinting of existing copy without changing the wording, composition or color of the copy.

"Master sign program" means the establishment of a sign program for qualifying properties within the City, including, but not limited to, multi-tenant commercial buildings (2 or more tenants), and buildings over twenty-five thousand (25,000) square feet of area.

"Minor tenant," as part of the Master Sign Program application process, means an individual tenant space of no more than three thousand (3,000) square feet and located within a portion of a multi-tenant commercial building (MTCB) of at least one hundred thousand (100,000) square feet or larger.

"Multiple tenant commercial building" or "MTCB" means a commercial or industrial development, which includes two (2) or more tenants.

"Legal Nonconforming sign" means a sign that met code regulations when it was originally erected, either by adherence to a previous sign code or by a variance granted to that code, but which does not comply with all the present regulations of this section.

"Parapet wall" means a wall extending above the plate line of the building.

"Pennant or Streamer" means a tapered or dovetailed banner or sign.

"Permanent sign" means any sign which is intended to be and is so constructed as to be

lasting and enduring, remaining unchanged in character, condition (beyond normal wear) and position, and in some permanent manner affixed to the ground, wall or building.

"Planned development" means a collection of like-use buildings, residential, office or industrial in nature, designed contemporaneously and in close proximity to each other as part of a single integrated project, including, but not limited to, residential subdivisions and office or industrial parks.

"Plate line" means the point at which any part of the main roof structure first touches or bears upon an external wall.

"Portable sign" means any sign not permanently attached to the ground or a building including, but not limited to, signs on mobile vehicles.

"Projecting sign" means a sign attached to a wall and projecting away from the wall.

"Residential corridor" means a geographic area which predominately features homes.

"Roofline" means the highest point of the main roof structure or highest point on a parapet, but shall not include cupolas, pylons, projections or minor raised portions of the roof.

"Roof sign" means a sign extending above the roofline or located on the roof.

"Sandwich board sign" means a two-sided portable sign constructed of wood, metal or similar rigid material, often with an A-frame design, and generally displayed outside of a commercial establishment.

"Shingle sign" means a sign whose front is under a roof overhang, covered walkway, covered porch or open lattice walkway.

"Sign" means any device, structure, affixation, fixture, banner placard, or the like that contains or utilizes graphics, symbols, and/or written copy. The term "sign" shall not include any flag.

"Sign Face" means the entire surface area of a sign upon, against or through which copy is placed.

"Sign value" means the amount reported on the sign permit, which includes the costs of design, materials, construction, and installation.

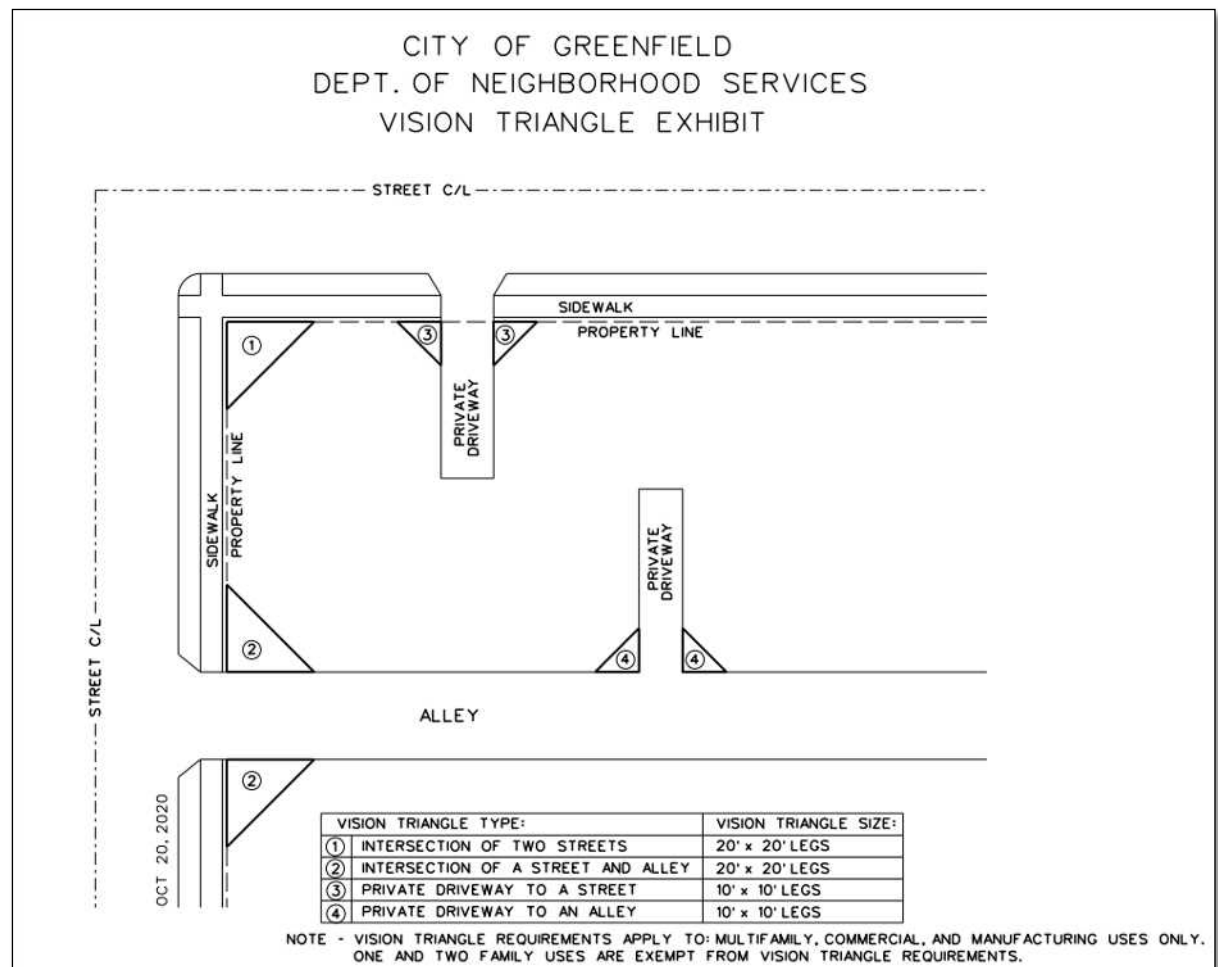
"Snipe sign" means any sign attached to public property or erected in or over the public right-of-way. This does not include a sign projecting into the public right-of-way for which a grant of privilege has been obtained or signs installed by City, county, state or federal government.

"Structure" means any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner.

"Temporary sign" means a sign constructed of, but not limited to, cloth, canvas, wood, light fabric, cardboard, wallboard, plastic or other like materials, with or without frames, not

permanently attached to the ground, wall or building which is permitted for display for a limited period of time only, generally not exceeding five (5) months in duration.

“Vision triangle” means a restricted vision area at the intersection of two public streets, a public street and a private alley, or a private driveway and a public street or alley. Private driveways servicing one- and two-family uses are exempt from the vision triangle restriction.



"Wall sign" means a type of sign, the back of which is attached flat (parallel) to a building wall or structure, twelve (12) inches or less from the wall.

"Window sign" means any sign painted upon or attached to or displayed within 2' of a window or door in such a manner as to permit viewing from the exterior of the building or structure.

19.03 Requirement of Conformity; Penalties.

- (a) All signs in the City, including those not requiring a permit hereunder, shall be erected, constructed, repaired, altered, located or maintained in accordance with this chapter.

- (b) Any person who shall violate any provision of this chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in section 25.04 of this Municipal Code, except that nothing herein shall prohibit the City from enforcing this chapter through any other manner available by law.
- (c) Signs erected or installed by the City of Greenfield are exempt from the requirements of this Chapter.

19.04 Conformity of Nonconforming Signs.

- (a) Except as provided in (b), any and all signs on a parcel which become Legal Nonconforming signs upon the adoption of this Code shall conform to this section within twenty-four (24) months of any of the following triggering events:
 - 1. A new sign permit is required;
 - 2. Any change in ownership, tenancy of premises and/or changes in special use;
 - 3. The nonconforming use of the building, premises, structure, or fixture is discontinued for a period of 30 days.
 - 4. Any alteration to the exterior of a building on the property in which the nonconforming sign is located.
- (b) Notwithstanding (a), an extension beyond the twelve month limitation may be granted by the Plan Commission in accordance with the following criteria:
 - 1. The applicant requesting the extension shall complete a Planning application available from the Community Development Division and shall submit an extension fee of two hundred fifty dollars (\$250).
 - 2. A written explanation for the extension of time shall accompany the signage application along with a timeline/schedule for obtaining necessary permits and a target date for construction start.
 - 3. The request for extension shall be submitted not later than 10 months following a triggering event.
 - 4. The extension, if granted, shall be valid for a period not to exceed an additional six (6) months.

19.05 Procedures.

- (a) Sign Application Review and Permitting Process.
 - 1. Sign permit applications are available through the Community Development Division. All signs will be reviewed for approval pursuant to the administrative procedures as set by the Community Development Division except for signs which do not require a permit under Section

19.06. Once approved for size, quantity, design and location by the Community Development Division or Plan Commission, the Community Development Division shall issue a sign permit. In addition to a sign permit, an electrical permit from the Inspection Services Division is also required for electrically-operated signs.

2. Within fifteen (15) business days of the filing of a sign permit application, unless the applicant has agreed to an extension, the Community Development Division shall administratively approve the application, contact the applicant to request additional information, or advise the applicant that Plan Commission review is required. Notwithstanding any approval granted under this paragraph, a sign permit will not be issued until appropriate certificate of occupancy and/or electrical permit has been issued by the Inspection Services Division.

Should the applicant be notified by the Community Development Division that it must supply additional information related to the sign permit application, the requested information shall be provided to the Community Development Division within 30 days of such notice, unless extended in writing by the Community Development Division, or the application shall be denied.

3. The Community Development Division may approve, deny or request changes to a sign, based on the architecture of that sign. Once approved, a permit will be issued by the Community Development Division.
4. All applicants must submit the following to the Community Development Division:
 - a. Completed sign permit application.
 - b. Permit fees.
 - c. One (1) color copy and one (1) electronic copy of sign proposals to include:
 1. Size.
 2. Method of attachment.
 3. Location of sign, including a detailed site plan showing property line locations, if applicable.
 4. Materials.
 5. Illumination details.
 6. Details (size and location) of any other signs located on premise.

7. Existing signage area removed from site, if applicable.
 8. Any other information deemed necessary to properly review the proposal.
5. MTCB applicants should refer directly to Section 19.14 for detailed requirements relative to the Master Sign Program.
 6. Guidelines for Approval for size, design and number of signs.
 - a. The exterior architectural presentation and functional plan of the proposed sign will not be out of harmony with building or the area, as to potentially contribute to depreciation in the property values of the area.
 - b. The proposed sign conforms to the City's long-range planning for the area as set forth in the City's Master Plan as that term is defined in Chapter 62.23(3), Wisconsin Statutes, or relevant portions thereof.
 - c. The proposed sign shares similar architectural or building material features of the principal building on the property.
 7. The Community Development Division may establish guidelines, which further define and interpret this section. Those guidelines, if any, shall be made available to all sign applicants.
 8. If the Community Development Division and the applicant cannot agree on an approved sign plan, the applicant may appeal to the Plan Commission, in accordance with the variance procedure as stated in Section 19.09.

19.06 Permits, Inspections and Revocations.

(a) All signs shall require a sign permit, except for the following signs or activities; however, such signs or activities shall be subject to any and all applicable provisions of this section:

1. One (1) non-illuminated non-freestanding sign six (6) square feet or less in area, unless otherwise specifically required by this section;
2. Maintenance, including repainting existing graphics, or minor nonstructural repairs of signs (except electrical repair);
3. Small Temporary Signs under Section 19.12;
4. Window signs only as permitted under Section 19.18;
5. Signs located on the interior of a building;
6. Traffic control devices on private property that comply with the Manual on Uniform Traffic Control Devices adopted in this state and if not adopted by

this state with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration; and,

7. A flag that has been adopted by the federal government, this State or the local government may be displayed.
- (b) A permit shall not be required for the erection, construction, alteration, placement, maintenance or location of official traffic, fire and police signs, signals, devices and markings of the state and the City or other public authorities, or the posting of notices required by law or for other signs as approved by the Board of Public Works. See Section 19.11.
 - (c) No person, firm or corporation shall erect, replace, construct, enlarge, alter, move, relocate or maintain any sign as governed by this section without first obtaining a sign permit from the Community Development Division, except as set forth in Section 19.06 (a) and (b) above. Before a sign permit may be issued, it shall first be approved by the Community Development Division in accordance with the procedure in Section 19.05, and conform to the requirements of this code. See Chapter 3 of the Municipal Code for a fee schedule.
 1. As a condition of the issuance of a sign permit, the sign owner and owner of the premises upon which the sign is located agree to allow inspectors on the property for inspection of the installation and maintenance and further agree to promptly remove the sign should it become unsafe, inadequately maintained, dilapidated, abandoned, in nonconformance with this section, or if prescribed fees are not paid.
 - (d) Unless waived by the Inspection Services Division, all signs for which a permit is required shall be subject to the following inspections:
 1. Site inspection to ensure that the sign has been constructed according to an approved application and a valid sign permit.
 - (e) Permit Revocation and Sign Removal.
 1. Every sign permit issued by the Community Development Division under the provisions of this chapter, shall expire by limitation and become null and void if the installation authorized by such permit is not commenced for a period of six (6) months. Before such work can be recommenced, a new permit shall first be obtained and the fee therefore shall be equal to the amount required for a first permit.
 2. The Community Development Division shall have the authority to revoke any sign permit upon determination that the sign authorized by the permit has been constructed or is being maintained in violation of the permit or the provisions of this section.
 3. In revoking any sign permit and requiring the removal of any illegal sign, the Community Development Division shall give a written compliance order to the owner(s) of the premises on which such sign is located and/or

to the occupant(s) of the premises to which such sign pertains. The order shall state the reasons and grounds for removal, specifying the deficiencies or defects in such sign, and the violations charged, if any and further state the appeals process provided below.

4. The decision of the Community Development Division to revoke the permit may be appealed to the Plan Commission. A written appeal shall be filed within thirty (30) days from the date when the order was served. The Plan Commission shall consider this appeal at its next available meeting. The decision of the Plan Commission shall be the final determination under Chapter 24 of the Municipal Code.
5. If after service of order the owner(s) and/or occupant(s) of the premises upon which the sign is located have not removed the sign or brought the sign into compliance with the provisions of the section by the end of the compliance period, the Community Development Division shall take such legal action as deemed appropriate.
6. Removal. The City or an agent on its behalf is authorized to cause the removal of any sign adjudged to be illegal by a court of competent jurisdiction if the court so orders. The actual cost and expense of any such removal by the City or an agent on its behalf shall be charged against the owner of the property and may be entered as a special assessment against such premises to be collected in all respects like other taxes upon the real estate, as provided in Section 66.0907(3)(f) of the Wisconsin Statutes.

19.07 Sign Construction Standards. All signs shall be designed and constructed to comply with the codes adopted in Chapter 19 of this code. Signs shall be designed to resist loads and forces as outlined in the building code.

- (a) Signs shall be designed and constructed to withstand wind pressure as provided in the International Building Code (IBC) Chapter 16.
- (b) Signs shall be designed and constructed with the allowable working stress conforming to IBC Chapter 16. The working stress of wire rope and its fastening shall not exceed twenty-five percent (25%) of the ultimate strength of the rope or fasteners. Exceptions:
 1. The allowable working stress for steel and wood shall be in accordance with IBC Chapters 22 and 23.
 2. The working strength of chains, cables, guys or steel rods shall not exceed one-fifth (1/5) of the ultimate strength of such chains, cables, guys or steel.
- (c) Signs attached to masonry, concrete or steel shall be safely and securely fastened by means of metal anchors, bolts or approved expansion screws of sufficient size and anchorage to safely support the loads applied. All ferrous chain, wire ropes, guy rods and their fastenings and anchor bolts shall be galvanized or be of other approved equivalent protection. Wood blocks shall not be used for anchorage, except in the case of signs attached to buildings with wood walls. Signs shall not

be supported by anchors secured to an unbraced parapet wall. Minimum anchorage for wall signs is three-eighths-inch diameter embedded at least five (5) inches. Minimum anchorage for projecting signs is five-eighths-inch and turnbuckles shall be placed in chains, guys or steel rods supporting projecting signs.

- (d) All ferrous parts of signs shall be protected and maintained free of corrosion.
- (e) Wood, approved plastic or other materials of combustible characteristic used as facings or in molding, cappings, nailing blocks, letters and latticing shall comply with the following requirements, and shall not be used for other ornamental features of signs, unless approved. Plastic and other materials which burn at a rate no faster than two and five-tenths (2.5) inches per minute when tested in accordance with ASTM D 635 shall be deemed approved plastic and can be used as the display surface material and for letters, decorations and facings on signs and outdoor display structures.
- (f) Any open spark or flame design is not permitted unless specifically approved.
- (g) Signs that require electrical service shall comply with Chapter 17, Electrical Code.
- (h) All internally illuminated signs shall bear the label of the manufacturer and approved testing agency and the listing number shall be reported on the sign permit application.
- (i) Signs shall not be erected, constructed or maintained so as to obstruct or interfere with any fire escape, window, door, or opening required for ventilation. A sign shall not be attached to a fire escape.

19.08 Maintenance.

- (a) All signs and sign support structures, together with all parts to include, but not limited to, sign faces, supports, braces, base, guys and anchors, shall be kept in good repair and in proper state of preservation. Painted surfaces shall be maintained free of peeling, chipping paint. All metal parts and supports thereof shall be maintained free of corrosion.
- (b) The Inspection Services Division and Community Development Division shall have the authority at all reasonable times to inspect and order the painting, repair, alteration, maintenance or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, or obsolescence. The Inspection Services Division or the Community Development Division shall follow the procedure of notification concerning such maintenance or removal as outlined in Section 19.06.
- (c) Signs and/or sign supports that may be attached or detached to any building, business or property which becomes vacant or unoccupied continuously for a period exceeding 30 days, shall be presumed to have been abandoned, and it shall be the responsibility of the owner of record to have such sign structures and/or supports removed upon receiving notice from the Community Development

Division.

19.09 Variance to Sign Code.

- (a) Purpose. Sign variances are intended to allow flexibility in sign regulations while fulfilling the purpose of this ordinance. Variance from specific regulations of this section may be granted by the Plan Commission, where, owing to special conditions, a literal enforcement of the provisions of this section will result in practical difficulty or unnecessary hardship; provided, that the spirit of this section shall be observed, public safety and welfare secured and substantial justice done. Nothing in this section, however, is intended to permit the erection or maintenance of signs which create the potential of public harm or for which there is no public benefit or which are in conflict with the City's Master Plan or relevant portions thereof.
- (b) Procedure.
 - 1. Any person may request a variance from any provision or requirement of Chapter 19 of the Municipal Code by submitting a written request to the Community Development Division. A fee shall be required of the applicant at the time that a request for a hearing is made in accordance with Chapter 3 of the Municipal Code.
 - 2. The Plan Commission shall review such requests for variances using the following criteria:
 - a. The sign as proposed shall not result in an undue concentration of signage, which renders it difficult or confusing to read existing signs.
 - b. The proposed sign is unique and of exceptional design or style so as to enhance the area.
 - c. Site difficulties: unusual site factors preclude the construction of a sign in accordance with this section, which would be visible to the roadway adjacent to the site frontage.
 - 3. Should the Plan Commission find that a variance should be granted, the application will be forwarded to the Community Development Division with directions to issue a permit in accordance with its decision. If the Plan Commission finds that a variance should not be granted, it shall inform the applicant of the reasons for such decision, in writing, within thirty (30) days of the date of such decision. The decision of the Plan Commission shall be the final determination for purposes of administrative appeals under Chapter 24.

19.10 Prohibited Signs, Lighting and Movement.

- (a) Prohibited Lighting.

1. Bare light bulbs and diodes (unless used within an Electronic Message Center sign), including but not limited to rope lighting or similar product;
 2. Illumination shall be so installed to avoid any glare or reflection onto;
 - a. Adjacent property.
 - b. Street or alley to create a traffic hazard.
 3. Non-opaque sign face background (non-letters or logos for internally illuminated signs), this means that light shall not penetrate the background of a sign;
 4. Searchlights;
 5. Strobe lights and lasers;
 6. Direct lighting which is used to outline a window, building, sign, vegetation, fencing or the like (examples include but not limited to rope, LED, and fluorescent tube lighting);
- (b) Prohibited Movement. No flashing, blinking or rotating lights shall be permitted for either permanent or temporary signs.
- (c) Prohibited Signs. It is unlawful to erect or maintain the following signs:
1. Distracting signs, including animated, mechanical and audible;
 2. Marquees;
 3. Signs overhanging City right-of-way;
 4. Portable signs/sandwich board signs;
 5. Roof signs;
 6. Feather flags or banner flags;
 7. Balloons or inflatables;
 8. Pennants or streamers, except for grand openings with a temporary permit good for 14 days;
 9. Abandoned signs.
 10. Snipe signs—signs in, on or over public property;
 11. Signs that interfere with traffic; and,
 12. All signs prohibited in other sections of this code.

- (d) Enforcement. The contents of this section shall be enforced by the City of Greenfield.

19.11 Signs in the Public Right-of-Way.

- (a) No sign or flag shall be erected, placed, located or maintained within the limits of any street or highway unless allowed as hereafter stated. Street or highway limits include all the dedicated rights-of-way, encompassing the traveled portion of the highway, shoulders, sidewalks, ditches and adjacent dedicated areas. This prohibition applies to freestanding signs and those placed on trees, utility poles, fence post stakes and all other structures within the highway limits.
 - 1. Any sign in violation of this section may be removed without notice by the City of Greenfield.
 - 2. This prohibition shall not apply to signs placed within the limits of streets or highways by duly constituted municipal, county or state authorities for the guidance or warning of traffic, as otherwise allowed by law, or to mail boxes and paper boxes, bus shelters, or to banners, signs, pennants, flags or other related decorations hung over streets attached to public property as authorized by the Board of Public Works.
 - 4. No sign shall be erected, placed, located or maintained at or near the intersection of any streets so as to obstruct free and clear vision or at any location where, by reason of position, shape and color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.

19.12 Temporary Signage.

- (a) Permit, Maintenance and Removal.
 - 1. The Community Development Division may issue a temporary sign and/or banner permit as stated in this subsection. After permit application, a permit may be issued for a time period specified in this subsection.
 - 2. All temporary signs and/or banners shall be maintained in good condition and removed promptly upon expiration of the permit or as ordered by the Community Development Division.
- (b) Banners.
 - 1. Application for a standard temporary sign shall include information and/or plans indicating the size of the sign the location of the sign on the property, sign material type, and information regarding installation (attachment and/or support).
 - 2. Each banner allowed may not exceed 32 square feet in area and may be two-sided.

3. No more than four (4) banners may be erected per valid business per calendar year, with each permit issued allowing a maximum of thirty (30) days for the banner. One (1) banner shall be permitted per premises.
4. Signs shall not be illuminated and shall not exceed six (6) in height. Signs shall be setback a minimum of five (5) feet from the property line.
5. No sign shall be placed so that it interferes with the vision of vehicle operators on the roadway or obstructs pedestrian movements on the sidewalk. See the definition of “Vision Triangle” in Section 19.02 of the Sign Code.

(c) Temporary Signs

1. Residential (1-4 units) – no more than twelve (12) square feet in area per unit. No more than six (6) feet in height. No permit required.
2. Nonresidential – no more than two (2) signs allowed per commercial tenant, not to exceed a total of 32 square feet in area per commercial tenant. No more than six (6) feet in height.

- (d) Pennants and Streamers. Allowed for grand openings with a temporary permit good for 14 days.

19.13 Flags.

- (a) All flags shall be displayed on purpose-built, professionally fabricated flagpoles, which may be vertical or mast-arm flagpoles. In nonresidential districts, flagpoles shall not exceed the allowed height provided for a structure or building in the applicable zoning district, or 50 feet. Flagpoles in residential districts shall not exceed the height of the primary structure on the property, but in no event shall exceed 25 feet in height.
- (b) The maximum area of a flag shall be 100 square feet.
- (c) Number. Each lot or parcel shall be allowed a maximum of three (3) flagpoles.
 - (1) A maximum of two (2) flags shall be allowed per flagpole.
 - (2) A maximum of four (4) flags is allowed per property.
- (d) Flags displaying a logo, message, statement, or commercial message and banners not meeting the definition of a flag contained herein shall conform to all applicable ordinances pertaining to signs.
- (e) Location. A vertical flagpole must be set back from all property boundaries a distance that is at least equal to the height of the flagpole.
- (f) Flags and flagpoles shall be maintained in good repair, and to the extent applicable shall be in compliance with the building code. Flagpoles with broken halyards

shall not be used and flags that are torn or frayed shall not be displayed.

- (g) On officially designated city, state, or federal holidays, there shall be no maximum flag size or number or other limitations on display.
- (h) This section shall not be construed to restrict the right to display eligible flags as banners or commercial or noncommercial signage as provided elsewhere in the code.

19.14 Freestanding Signs.

- (a) Freestanding signs shall be allowed in non-residential uses except that a subdivision or condominium development may include freestanding signs as approved by the Plan Commission.
- (b) Architecture and Landscaping.
 - 1. Freestanding signs must be architecturally integrated with the principal building on the property. The base, sides, and top of the sign shall be constructed of masonry or other approved durable materials. The tone and texture of the base, sides, and top shall reflect the principal building construction as close as possible or shall enhance the exterior architecture of the principal building. The base of the sign shall be constructed of masonry and be a minimum of two (2) feet in height.
 - 2. The color scheme of the sign shall complement the color scheme of the principal building.
 - 3. Architectural features (such as sills, piers, reveals, capstones, medallions, etc.), which are part of the architectural makeup of the principal building, shall be incorporated into the sign.
 - 4. The sign face shall be constructed of aluminum, masonry, wood or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.
 - 5. The sign structure or post of a freestanding sign must be wrapped in or constructed of a material compatible with the materials utilized in the construction of the building to which the sign refers. The width of the base of the sign must be equal to or greater than the width of the sign face.
 - 6. Double-faced or V-shaped signs. A freestanding sign may be double-faced or V-shaped.
 - a. Interior angle less than or equal to forty-five degrees (45°). The area of double-faced or V-shaped signs with interior angles equal to or less than forty-five degrees (45°) shall be expressed as the sum of the area of one face.

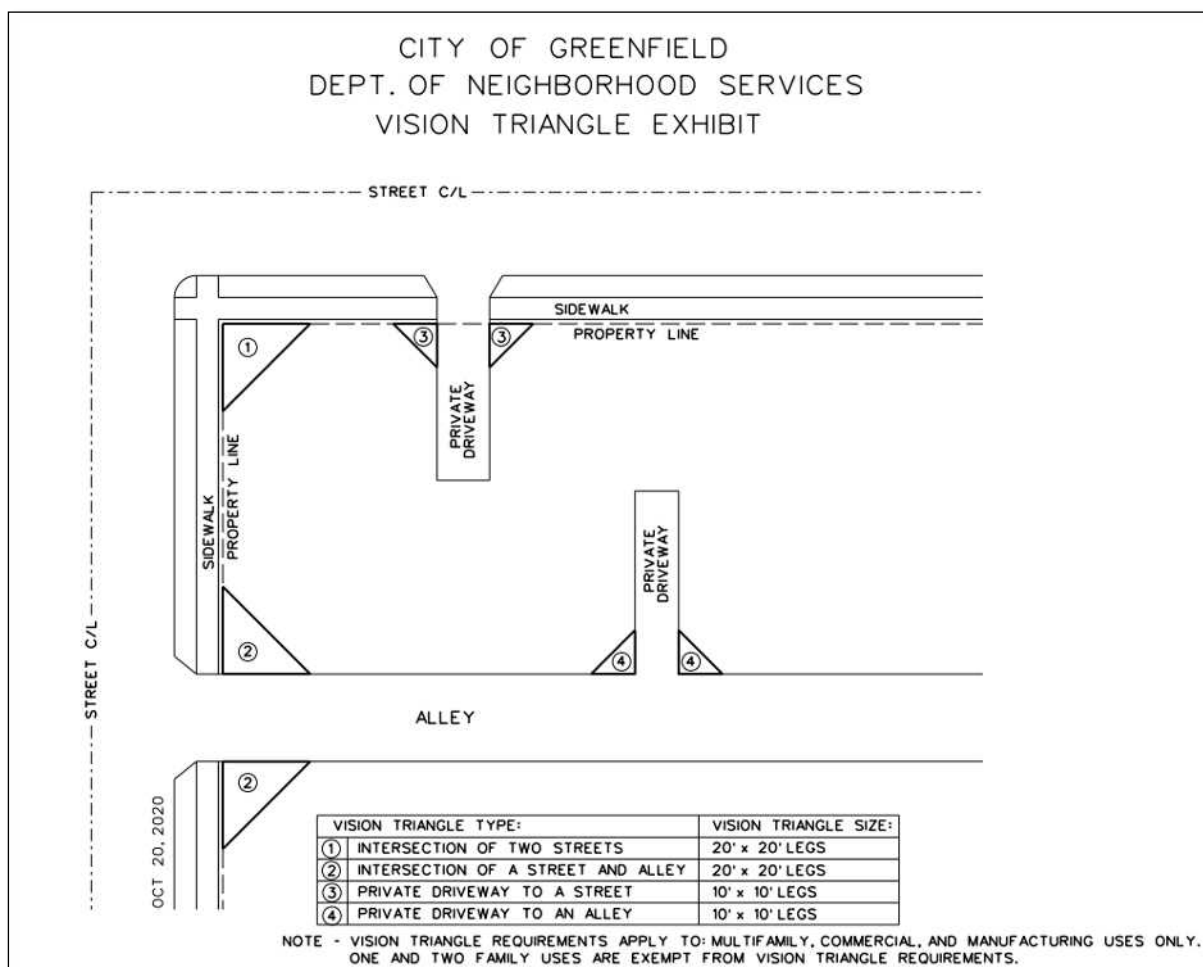
- b. Interior angle greater than forty-five degrees (45°). The area of double-faced or V-shaped signs with interior angles greater than forty-five degrees (45°) shall be expressed as the sum of the areas of all the faces.

- 7. Landscaping Requirements. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one (1) face of the sign. For example, twenty (20) square feet of sign area equals forty (40) square feet of landscaped area. The Community Development Division may reduce or waive this requirement if it is determined the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

(c) Size Requirements and Location.

- 1. Number. One (1) freestanding sign shall be permitted.
- 2. Area. The area of a freestanding sign shall be computed by the following formula: Either six tenths (0.6) sq. ft. times the lineal front foot of the lot or eight tenths (0.8) sq. ft. times the building front foot whichever is greater to a maximum of fifty (50) square feet of area. Corner lots may use either the front or side building dimensions or front or side parcel dimensions.
- 3. The maximum area of all wall, projecting, awning and freestanding signs for a given property, shall not exceed two hundred (200) square feet.
- 4. The sign may have multiple faces, if so approved.
- 5. Height. The maximum height of a freestanding sign may not exceed ten (10) feet. The applicant shall provide dimensions of the proposed sign. The height of a freestanding sign shall be regulated and approved by the Community Development Division in consideration of the location of the proposed sign; the height, size, appearance, number and location of other signs in the vicinity of the proposed sign; the propriety of the proposed sign with respect to a Master Sign Plan, if any; and such other facts as the Community Development Division deems appropriate.
- 6. Location. An offset of no less than five (5) feet from the ultimate right-of-way line should be maintained.
 - a. The sign shall be located in an area of meaningful open space, which shall be appropriately landscaped, including some year-round plantings.
 - b. Site consideration should be given to signs on corner lots, near driveways and/or alleys, etc. Signs are not to obstruct the vision triangle (see Figure 1 below). Signs proposed within the vision triangle shall require Plan Commission approval.

Figure 1: Vision Triangle Restrictions



19.15 Wall.

- (a) Wall signs shall be allowed in non-residential uses except that a subdivision or condominium development may include freestanding signs as approved by the Plan Commission.
- (b) Architecture and Design.
 - 1. Architecture. Wall signs must be architecturally integrated with the principal building on the property. The tone and texture of the sign shall

reflect the principal building construction as close as possible or shall enhance the exterior architecture of the principal building.

2. Design. Artistic qualities, design relief and articulation of signage including raised letters, framing, insets/offsets and unique shapes are encouraged.
 - a. The sign face shall be constructed of aluminum, masonry, wood or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.
 - (i) A wall sign constructed of wood or metal shall have a minimum thickness of 1/8".
 - (ii) A wall sign constructed of plastic shall have a minimum thickness of 1/2".
 - b. Exclusively flat wall signs, nor box signs shall be permitted. Acceptable alternatives include:
 - (i) Raised/channeled letters on raceway; or
 - (ii) Individual letters.

(c) Size Requirements and Location.

1. Placement.
 - a. A wall sign must be placed in a logical place as dictated by the façade of the building.
 - b. A wall sign may not project more than twelve (12) inches from the wall surface.
 - c. No part of a wall sign shall extend more than four (4) feet above the plate line nor shall a wall sign extend above a parapet wall, fascia or roofline. A wall sign may be allowed on a roof surface only if the roof surface is within twenty-five degrees (25°) of vertical, such as a mansard roof.
2. Number. Two (2) wall signs maybe permitted, or one (1) wall sign per street frontage, whichever is greater.
3. Area. The area of a wall sign shall be calculated by multiplying the lineal front footage of the building by a factor of 1.5 sq. ft., or by multiplying the lineal front footage of the parcel by a factor of 0.8 sq. ft., whichever is greater. Corner lots may use either the front or side building dimensions or front or side parcel dimensions.

4. The maximum area of all wall, projecting, awning and freestanding signs for a given property, shall not to exceed two hundred (200) square feet.
5. Wall signs facing an alley shall be no larger than five (5) square feet in area, shall be located on the rear entry door and shall not be illuminated.

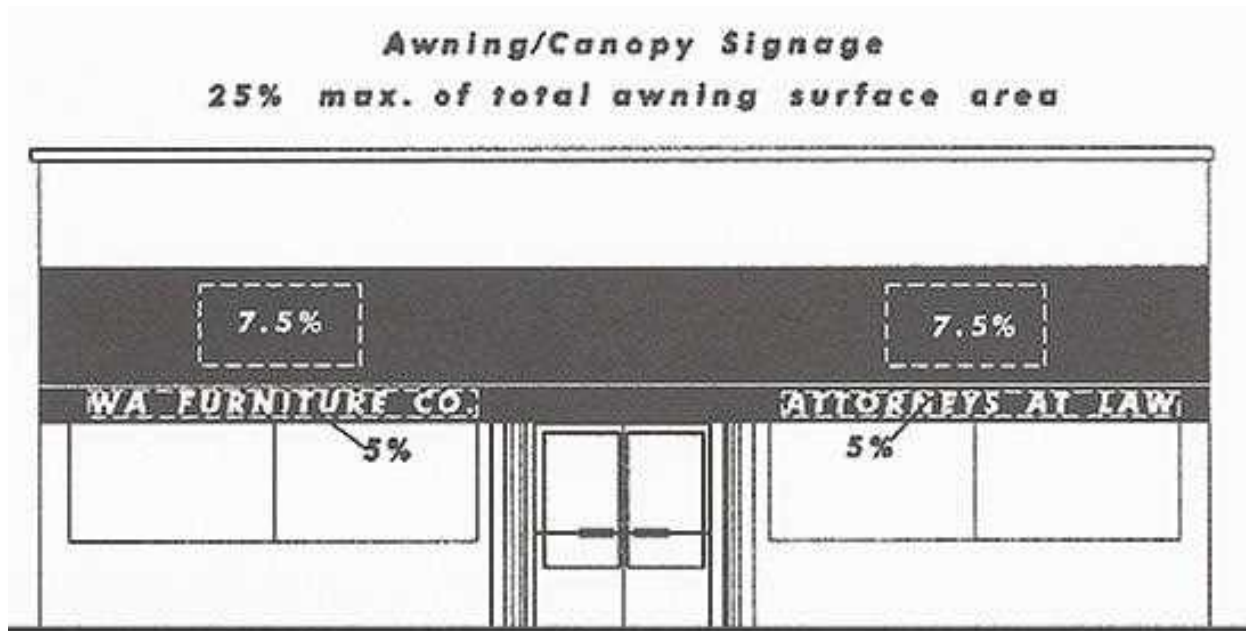
19.16 Projecting Signs.

- (a) Projecting signs shall be allowed in non-residential uses except that a subdivision or condominium development may include freestanding signs as approved by the Plan Commission.
- (b) Number. One (1) projecting sign is permitted per street frontage for each tenant.
- (c) Area. The gross surface area of the sign shall be limited to a maximum of sixteen (16) square feet per tenant. Any Projecting Sign above sixteen (16) square feet shall require Plan Commission approval as a Creative Sign.
- (d) Location.
 1. Projection. The sign shall not project more than four (4) feet from the wall to which it is attached.
 2. Clearance. No part of the sign shall be lower than eight (8) feet above the walk or surface below.
- (e) Height. Signs attached to buildings shall not extend above the roof, wall or parapet of the building to which it is attached.

19.17 Awning Signs (Commercial and Industrial Properties).

- (a) Awning signs shall be allowed in non-residential uses.
- (b) Area. The area of sign copy shall not exceed twenty-five percent (25%) of the total awning surface area).
- (c) Location and Design.
 1. The signage shall be applied directly onto the surface of the awning, patches are not allowed.

2. Clearance. The lowest part of the awning structure shall not be less than eight (8) feet above the adjacent street grade or walk area below. The maximum height of an awning shall be limited to the height of the rooftop



or parapet wall of the building.

Figure 2: Awning/Canopy Signage Restrictions

3. The entire projection of the awning, or similar structure cannot extend more than six (6) feet from the building façade.
4. Materials. Plastic/vinyl awning materials are not permitted.
5. Illumination: Awning signs may be illuminated but awning faces shall remain opaque, so that no light is transmitted through the awning.
6. The projection of any awning, or other similar structure shall not extend over the public right-of-way without an encroachment agreement and insurance certificate approved by the City.

19.18 Window Signs.

- (a) In no instance may window signs (see **Figure 3** below) cover more than twenty percent (20%) of the window area defined as the area of glass, including mullions, of a single window unit, between structural elements. All window signs must be affixed to the interior of the window.
- (b) Any sign within 2' of the window surface shall be considered window signage.

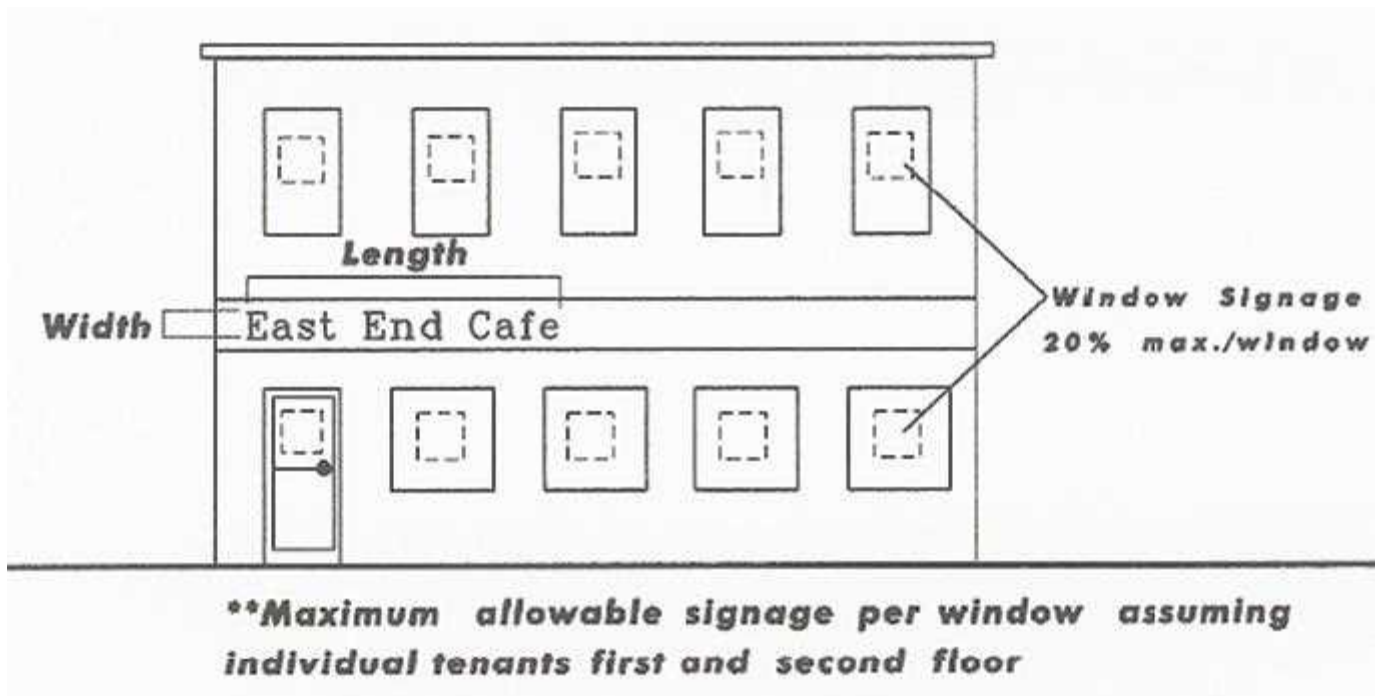


Figure 3: Maximum Window Signage

19.19 Changeable Copy Signs and Electronic Message Centers.

- (a) **Area.** The computation of sign area for changeable copy signs and electronic message centers shall be included in the total permitted sign area allowed for the building or development where changeable copy signs and electronic message centers are permitted by this section and/or by the Community Development Division.
 1. The changeable copy portion of the sign must occupy a secondary position on the sign face. The area of changeable copy and electronic message centers shall not exceed thirty-five percent (35%) of the sign face.
- (b) **Brightness.** Electronic Message Center (EMC) Criteria: The night-time illumination of an EMC shall conform with the criteria set forth in this section.
 1. **EMC Illumination Measurement Criteria:** The illuminance of an EMC shall be measured with an illuminance meter set to measure foot candles accurate to at least two decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color capable EMC, or a solid message for a single-color EMC. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total square footage of the EMC as set forth above.
 2. **EMC Illumination Limits:** The difference between the off and solid-

message measurements using the EMC Measurement Criteria shall not exceed 0.3 foot candles above ambient light in the affected area based on sign size from **Figure 4** below.

AREA OF SIGN sq. ft.	MEASUREMENT (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

* For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc), the measurement distance may be calculated with the following formula: Measurement Distance = $\sqrt{\text{Area of Sign Sq. Ft.} \times 100}$

Figure 4: Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers (Source: International Sign Association)

3. Dimming Capabilities: All permitted EMCs shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot candle measurements.
4. The measurement distance may be calculated with the following formula;
 - (c) Measurement Distance = $\sqrt{\text{Area of Sign Sq. Ft.} \times 100}$
 - (d) Number. There shall be only one (1) changeable copy sign or electronic message center on each lot or parcel of land.

- (e) Design. Changeable copy signs and electronic message centers must be integrated into the freestanding sign or projecting sign for such building or development.
 - 1. Electronic message centers may not change a message or display by an electronic process more frequently than five (5)-second intervals.
 - 2. The sign may be double-faced.
 - 3. Each sign shall be permanently installed or located.
 - 4. Each sign shall be placed in such a manner so as to not interfere with, confuse or present any hazard to traffic.
- (f) Banners are not permitted on sites with changeable copy signs.

19.20 Driveway Signs.

- (a) Number. No more than one (1) single-faced, double-faced or four-sided freestanding sign shall be permitted for each driveway. No sign shall be greater than four (4) feet in height.
- (b) Area. The area of a sign permitted in this Subsection shall not exceed six (6) square feet. If a driveway is shared by two (2) or more businesses or premises, each such business or premises is permitted one (1) sign, pursuant to this section, such signs may be incorporated into one (1) eight (8)-square-foot directional sign no greater than four (4) feet in height. The area of such a sign is not calculated with the total signage area permitted on a site.
- (c) Location. An offset of no less than five (5) foot from the ultimate right-of-way line should be maintained.
- (d) Design.
 - 1. Signs permitted under this Subsection, including the base, must be architecturally integrated with the principal sign on the property. The tone and texture of the sign shall reflect the principal sign construction as close as possible or shall enhance the exterior architecture of the principal sign.
 - 2. The color scheme of the sign shall complement the color scheme of the principal sign.
 - 3. The sign face shall be constructed of aluminum, masonry, or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.

19.21 Drive-thru Signs.

- (a) Number. Two (2) signs permitted in this Subsection are permitted per drive-thru lane.

- (b) Size. The maximum size area for each sign permitted in this Subsection drive-thru sign shall be no more than thirty-two (32) square feet in area and six (6) feet in height.
- (c) Location. The signs permitted in this Subsection shall be presented on a site plan and be located within three (3) feet of the drive-thru lanes.
- (d) Design. If the signs permitted in this Subsection are freestanding, the base must be architecturally integrated with the principal sign on the property. The tone and texture of the sign shall reflect the principal sign construction as close as possible or shall enhance the exterior architecture of the principal sign.
 - 1. The color scheme of the sign shall complement the color scheme of the principal sign.
 - 2. The sign face shall be constructed of aluminum, masonry, or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.

19.22 Creative Signs.

- (a) Purpose. The purpose of the creative sign subsection is to establish standards and procedures for the design, review and approval of creative signs, such that consideration may be obtained from the Plan Commission to:
 - 1. Encourage signs of unique design, and that exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit; and,
 - 2. Provide a process for the application of sign regulations in ways that will allow for creatively designed signs that make a positive visual contribution to the overall image of the City, and in certain instances, a creatively designed sign may be permitted even though it is larger or unusual in design.
- (b) Applicability. An applicant may request approval of a sign permit under Section 19.06 to authorize on-site signs that employ standards that differ from the other provisions of this section but comply with the provisions of this subsection.
- (c) Design criteria. An application for a creative sign must first be filed with the Community Development Division. The Plan Commission shall review all creative sign applications and proposals. The Plan Commission may approve, deny or request changes to a sign, based on design criteria of that sign. In approving an application for a creative sign, the Plan Commission shall ensure that a proposed sign meets the following design criteria:
 - 1. Design quality. The sign shall:
 - a. Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area.

- b. Be of unique design, and exhibit a high degree of thoughtfulness, imagination, inventiveness, spirit, or classic historic design style.
 - c. Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
- 2. Architectural criteria. The sign shall:
 - a. Utilize and/or enhance the architectural elements of the building.
 - b. Be placed in a logical location in relation to the overall composition of the building's facade and not cover any key architectural features/details of the facade.

19.23 Master Sign Program.

- (a) The purpose of the Master Sign Program is to allow qualified buildings and/or centers increased signage area to the specific requirements as hereafter stated.
- (b) The following entities may make application for the Master Sign Program:
 - 1. Multiple-tenant commercial buildings (MTCBs).
 - 2. Buildings of at least twenty-five thousand (25,000) square feet of building area.
 - 3. Commercial or industrial uses which abut Interstate highways.
- (c) Application and Review.
 - 1. An application for a Master Sign Program must first be filed with the Community Development Division, which may approve, deny or request changes to a sign plan, based on the architecture of that sign. If a property does not have an approved Master Sign Program and a minor tenant applies for new signage, a Master Sign Program will need to be submitted for review and approval prior to the minor tenant's signage being reviewed.
 - 2. If the Community Development Division and the applicant cannot agree on an approved Master Sign Plan, the applicant may appeal to the Plan Commission in accordance with the variance procedure as stated in Section 19.09. In the case of an application for a minor tenant sign as part of the Master Sign Program, the review of signage application conformance shall be limited to the minor tenant space only and not require the overall conformance of the multi-tenant commercial building.
 - 3. The Community Development Division, in its discretion, will consider the type and location of the building site, the proposed tenant mix, the size of the development and such other factors as it deems appropriate in evaluating a Master Sign Program.

4. Each individual sign proposed in accordance with an approved Master Sign Program must be applied for and permitted separately in accordance with this section. After review and approval by the Community Development Division, all applications for permits for such individual signs must be filed with the Community Development Division.
- (d) Freestanding signage (Master Sign Program).
1. Multiple-tenant commercial buildings, or buildings/centers 25,000 square feet or greater and less than 50,000 square feet of building area may be permitted one (1) freestanding sign of no more than 75 square feet in area, ten (10) feet in height.
 2. Buildings/centers 50,000 square feet or greater and less than 100,000 square feet of building area may be permitted one (1) sign per building/center of 150 square feet in area, not to exceed twelve (12) feet in height.
 3. Buildings/centers 100,000 square feet or greater and less than 300,000 square feet of building area may be permitted one (1) freestanding sign per arterial street of 150 square feet in area each, or one (1) sign of 225 square feet in area, neither to exceed fifteen (15) feet in height.
 4. Determination of signage area for buildings/centers 300,000 square feet or greater shall be determined by the Plan Commission.
 5. Where changeable copy or electronic message center signage is permitted pursuant to Section 19.20, the area of the changeable copy sign must be included in the total computation of allowable signage.
 6. Freestanding signs must be architecturally integrated with the principal building on the property. The base, sides, and top of the sign shall be constructed of masonry or other approved durable materials. The tone and texture of the base, sides, and top shall reflect the principal building construction as close as possible or shall enhance the exterior architecture of the principal building. The base of the sign must be constructed of a masonry material and shall be a minimum of two (2) feet in height.
 7. The color scheme of the sign shall complement the color scheme of the principal building.
 8. Architectural features (such as sills, piers, reveals, capstones, medallions, etc.) which are part of the architectural makeup of the principal building shall be incorporated into the sign.
 9. The sign face shall be constructed of aluminum, masonry, or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.

10. The sign structure or post of a freestanding sign must be wrapped in or constructed of a material compatible with the materials utilized in the construction of the building to which the sign refers. The width of the base of the sign must be equal to or greater than the width of the sign face.
11. Landscaping requirements. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, twenty (20) square feet of sign area equals forty (40) square feet of landscaped area. The Community Development Division or the Plan Commission may reduce or waive this requirement if it is determined the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

(e) Wall Signage (Master Sign Program).

1. Multiple-tenant commercial buildings (MTCBs).
 - a. Area. The maximum allowable area of wall signs for eligible MTCBs shall be computed as one and five-tenths (1.5) square feet per lineal foot of each interior tenant's frontage and the maximum area of a wall sign per tenant shall not exceed 200 square feet. The maximum allowable area for endcap tenants shall be computed as two and five-tenths (2.5) square feet per lineal foot of the tenant's frontage and shall not exceed 250 square feet.
 - (i) Where other wall-mounted signage (e.g. projecting signage, awning signage,) is permitted pursuant to Section 19.16 and 19.17, the area of the wall sign must be included in the total computation of allowable signage.
 - b. Number. For MTCBs where the building is setback and there is a parking lot between the building and street, the total number of wall signage permitted shall be limited to one (1) sign per tenant. Endcap tenants in these MTCBs may be allowed two (2) wall signs on separate facades, not to exceed the area regulated above.
 - c. Number. For MTCBs where the building is oriented with an urban edge and no parking lot is between the building and the street, a wall sign shall be allowed on all facades of an individual tenants' rental space, including endcap tenants, not to exceed the area regulated above.
 - d. Placement. A wall sign must be placed on an exterior wall.
 - (i) A wall sign may not project more than twelve (12) inches from the wall surface.
 - (ii) No part of a wall sign shall extend more than four (4) feet above the plate line nor shall a wall sign extend above a parapet wall, fascia or roofline.

- (iii) Wall signs facing an alley shall be no larger than five (5) square feet in area, shall be located on the rear entry door and shall not be illuminated.
 - f. Design and Materials. Artistic qualities, design relief and articulation of signage including raised letters, framing and insets/offsets are encouraged.
 - (i) The sign face shall be constructed of aluminum, masonry, wood, or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.
 - (ii) Exclusively flat wall signs, nor box signs shall be permitted. Acceptable alternatives include:
 - (a) Raised/channeled letters on raceway; or,
 - (b) Individual letters.
- 2. Single Tenant Buildings greater than 25,000 square feet of building area.
 - a. Area.
 - (i) Single Tenant Buildings 25,000 square feet or greater and less than 50,000 square feet of building area may be permitted wall signage no greater than 250 square feet in area, and subject to Community Development Division approval.
 - (ii) Single-Tenant Buildings 50,000 square feet or greater and less than 200,000 square feet of building area shall be permitted 300 square feet in wall sign area, plus additional signage area computed by the following formula: five-tenths (0.5) square foot times the setback length of the building from the street frontage, and subject to Community Development Division approval.
 - (iii) Single-Tenant Buildings more than 200,000 square feet of building area shall be permitted 400 square feet in wall sign area, plus additional signage area computed by the following formula: five-tenths (0.5) square foot times the setback length of the building from the street frontage, and subject to Community Development Division approval.
 - b. Number.
 - (i) Single-Tenant Buildings 25,000 square feet or greater and less than 100,000 square feet of building area may be

permitted three (3) wall signs.

- (ii) Single-Tenant Buildings 100,000 square feet or greater of building area may be permitted four (4) wall signs.

c. Placement. A wall sign must be placed on an exterior wall.

- (i) A wall sign may not project more than twelve (12) inches from the wall surface.
- (ii) No part of a wall sign shall extend more than four (4) feet above the plate line nor shall a wall sign extend above a parapet wall, fascia or roofline.
- (iii) Wall signs facing an alley shall be no larger than five (5) square feet in area, shall be located on the rear entry door and shall not be illuminated.

d. Design. Artistic qualities, design relief and articulation of signage including raised letters, framing, insets/offsets and unique shapes are encouraged.

- (i) The sign face shall be constructed of aluminum, masonry, wood or similar product or polycarbonate with an opaque background or other approved durable materials. If internally illuminated, the sign face must be constructed of an opaque background.
- (ii) Exclusively flat wall signs, nor box signs shall be permitted. Acceptable alternatives include:
 - (a) Raised/channeled letters on raceway; or,
 - (b) Individual letters.

3. Determination of wall signage area for buildings greater than 300,000 square feet of building area shall be determined by the Plan Commission.

19.24 (Reserved)

19.25 Severability. If any provision, clause, sentence, paragraph, subsection or part of this code, or application thereof to any person, firm, corporation or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof. It is the intent of the Common Council that this code would have been adopted had any such invalid provision or provisions not been included.

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 _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 17, 2021

RELATING TO:

Discussion and decision **to sign an agreement with Milwaukee County in the amount of \$718,509.50 for the City's share of the cost to reconstruct Layton Avenue from 27th Street to 43rd Street.**

SUMMARY:

This summer, Milwaukee County will be reconstructing Layton Avenue from 27th Street to 43rd Street.

The City is responsible for a portion of the costs, including sidewalk, street lights, and adjusting of city sanitary manholes.

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



LOCAL/COUNTY AGREEMENT FOR A HIGHWAY IMPROVEMENT PROJECT

DATE: February 5, 2021

PROJECT NO.: WH010062/WH010063

HIGHWAY: CTH Y (West Layton Avenue)

LIMITS: South 43rd Street to South 27th Street

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Greenfield, a municipal corporation.

The portion of West Layton Avenue from South 43rd Street to South 27th Street has been designated County Trunk Highway "Y" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "Y" with construction anticipated to begin in May 2021.

The Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Greenfield, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

West Layton Avenue (CTH Y) is an urban/rural type roadway. To increase the service life of the pavement structure and improve the safety and operation is the reason for this request.

Proposed Improvement – Nature of work:

The roadway is scheduled for reconstruction of West Layton Avenue (CTH Y) by the County to a full urban section with bicycle and pedestrian accommodations.

As requested by the municipality, sanitary sewer facility work, street lighting work, sidewalk work, and traffic signal color preference work, will be included with the construction of West Layton Avenue (CTH Y) proposed improvement project designated in the project as Category 0020. A corresponding City of Greenfield resolution was passed and adopted on October 20, 2020.

Right-of-way acquisition costs pertaining to inclusion of sidewalk requested by the City of Greenfield are also included in this agreement.

WH010062/WH010063
City of Greenfield
Category 0020
2-5-2021

Project No. WH010062/WH010063
West Layton Avenue (CTH Y) from South 43rd Street to South 27th Street
ESTIMATED COST SUMMARY*

RIGHT-OF-WAY (R/W) ACQUISITION ESTIMATED COSTS-WH010063
(SEE TABLE BELOW):

Project R/W Acquisition Parcel No.					Total Estimated Cost
WH010063 CITY OF GREENFIELD RIGHT-OF-WAY (R/W)					
2					\$ 3,100.00
10					\$ 1,200.00
40					\$ 200.00
72					\$ 400.00

TOTAL Estimated Right-of-Way Acquisition (WH010063) City of Greenfield Costs: \$4,900.00

CONSTRUCTION ESTIMATED COSTS-WH010062 (SEE TABLE BELOW):

- CATEGORY 0020- CITY OF GREENFIELD WORK**
(sanitary sewer facility work, street lighting work, sidewalk work, and traffic signal color preference)

Item No.	Item Description	Unit	Estimated Unit Price	Estimated Quantity	Total Estimated Cost
WH010062 CITY OF GREENFIELD CONSTRUCTION-CATEGORY 0020					
204.0155	REMOVING CONCRETE SIDEWALK	SY	350	\$ 15.00	\$ 5,250.00
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	TON	1,600	\$ 18.00	\$ 28,800.00
602.0410	CONCRETE SIDEWALK 5-INCH	SF	50,000	\$ 6.00	\$ 300,000.00
602.0420	CONCRETE SIDEWALK 7-INCH	SF	5,800	\$ 7.00	\$ 40,600.00
602.0505	CURB RAMP DETECTABLE WARNING FIELD YELLOW	SF	400	\$ 50.00	\$ 20,000.00
611.8110	ADJUSTING MANHOLE COVERS	EACH	37	\$ 800.00	\$ 29,600.00
650.8500	CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS-ST LIGHTING	LS	1.0	\$ 2,000.00	\$ 2,000.00
650.9000	CONSTRUCTION STAKING CURB RAMPS	EACH	27	\$ 300.00	\$ 8,100.00
652.0225	CONDUIT RIGID NONMETALIC SCHEDULE 40 2-INCH	LF	3,600	\$ 6.50	\$ 23,400.00
652.0235	CONDUIT RIGID NONMETALIC SCHEDULE 40 3-INCH	LF	2,150	\$ 7.50	\$ 16,125.00
652.0615	CONDUIT SPECIAL 3-INCH	LF	200	\$ 20.00	\$ 4,000.00
654.0105	CONCRETE BASES TYPE 5	EACH	29	\$ 800.00	\$ 23,200.00
654.0230	CONCRETE CONTROL CABINET BASES TYPE L30	EACH	1	\$ 1,350.00	\$ 1,350.00
656.0400	ELECTRICAL SERVICE MAIN LUGS ONLY METER PEDESTAL 35TH ST	LS	1	\$ 1,000.00	\$ 1,000.00
659.2230	LIGHTING CONTROL CABINETS 240/480 30-INCH	EACH	1	\$ 7,000.00	\$ 7,000.00
SPV.0060	SPECIAL: 20 PULL BOXES NON-CONDUCTIVE 13x24-INCH	EACH	13	\$ 800.00	\$ 10,400.00
SPV.0060	SPECIAL: 21 INTERNAL SANITARY MANHOLE SEAL	EACH	37	\$ 1,100.00	\$ 40,700.00
SPV.0090	SPECIAL: 01 CONSTRUCTION STAKING CONCRETE SIDEWALK	LF	10,890	\$ 4.50	\$ 49,005.00
	TRAFFIC SIGNALS BLACK COLOR	LS	1	\$ 10,000.00	\$ 10,000.00

Estimated Construction (WH010062) City of Greenfield Category 0020 Costs: \$620,530.00

+15% Construction Engineering & Contingency: \$93,079.50

TOTAL Estimated Construction (WH010062) City of Greenfield Category 0020 Costs: \$713,609.50

WH010062/WH010063
City of Greenfield
Category 0020
2-5-2021

Project No. WH010062/WH010063
West Layton Avenue (CTH Y) from South 43rd Street to South 27th Street
ESTIMATED COST SUMMARY CONTINUED*

TOTAL Estimated PROJECT (R/W Acquisition and Construction) City of Greenfield Costs: \$718,509.50
(WH010062 and WH010063)

* The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

_____ Signature	Director, Department of Transportation _____ Title	_____ Date
_____ Donna Brown-Martin Name (Written Clearly)		

Signed for and on behalf of the City of Greenfield:

_____ Signature	Mayor _____ Title	_____ Date
_____ Michael J. Neitzke Name (Written Clearly)		

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - i. Installation of new sidewalk required for the project to meet Federal funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
 - c. New installations of or alterations of sidewalks that are not deemed necessary in 3i above, unless agreed as specified in the Estimated Cost Summary.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by the County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - j. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement, including coordinating work, unless otherwise agreed as specified in the Estimated Cost Summary.

(End of Document)



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 17, 2021

RELATING TO:

Discussion and decision to award a contract for the project 1909 St. Francis Neighborhood Reconstruction Phase 2 to Vinton Construction in the amount of \$ 1,625,038.98.

SUMMARY:

On February 3, 2021, bids were opened for the project 1909 St. Francis Neighborhood Reconstruction Phase 2. The results are as follows:

Contractor	Amount
Vinton Construction	\$ 1,625,038.98
LaLonde Contractors	\$ 1,639,699.90
A.W. Oakes & Son	\$ 1,747,620.40
DF Tomasini Contractors	\$ 1,765,737.00
Super Western	\$ 1,777,777.77
Zignego	\$ 2,150,970.00

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 17, 2021

RELATING TO:

Discussion and decision **to award a contract for the project 1904 Concrete Rehabilitation to LaLonde Contractors in the amount of \$ 372,998.90.**

SUMMARY:

On February 10, 2021, bids were opened for the project 2104 Concrete Street improvements. The results are as follows:

Contractor	Amount
-----	-----
LaLonde Contractors	\$ 372,998.90
Milwaukee General Construction	\$ 403,251.69
CPR	\$ 418,971.75
Vinton Construction	\$ 468,134.72
AW Oakes & Son	\$ 547,477.20

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 17, 2021

RELATING TO:

Discussion and decision **to enter into a Municipal Engineering Services Agreement.**

SUMMARY:

Enter into a Municipal Engineering Services Agreement with Strand Associates for professional services.

The agreement establishes standard billing rates and general terms and conditions.

FINANCIAL:

Fees would be negotiated by the Department of Neighborhood Services on a project by project basis.

RECOMMENDATION:

Enter into a Municipal Engineering Services Agreement with Strand Associates for professional services.

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



Strand Associates, Inc.[®]
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414.271.0771

Not For Signature

AGREEMENT FOR TECHNICAL SERVICES

CITY OF GREENFIELD AND STRAND ASSOCIATES, INC.[®]

This Agreement is made and entered into this ____ day of _____, 20____, between the City of Greenfield, Wisconsin, hereinafter referred to as OWNER, located at 7325 West Forest Home Avenue, Greenfield, Wisconsin 53220, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 21-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.
6. Flood Studies: Any services involved in performing flood and floodway studies.
7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

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February 9, 2021

8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of February 22, 2021. This Agreement will terminate five years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

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February 9, 2021

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
8. Provide geographic information system files for OWNER's sanitary sewer, sanitary structures, parcels, and municipal boundary. Provide a separate file or an attribute in the sanitary sewer file identifying sewer sections to be cleaned and televised.
9. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

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Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

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Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF GREENFIELD

Joseph M. Bunker
 Corporate Secretary

Date

Jeff Katz
 City Engineer

Date

PACKETS FOR WEDNESDAY, 2 / 10 / 2021 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	1/29/2021	\$	662,496.56
AP CHECKS - TAX REFUNDS	2/1/2021	\$	286.70
AP CHECKS	2/5/2021	\$	690,202.17
AP CHECKS		\$	
AP CHECK - MANUAL		\$	
AP CHECKS - TAX REFUNDS		\$	
WIRE TRANSFERS - JANUARY 2021		\$	29,051,462.21
P-CARDS - JANUARY 2021		\$	190,427.94

TOTAL \$ 30,594,875.58

CC: PAULA

CC; FINANCE FOLDER



Committee: Finance & Human Resources

Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: February 10, 2021

RELATING TO:

Discussion and Decision Regarding Data Use Agreement for the Milwaukee County Unified Emergency Operations Center, for use of Wisconsin Electronic Disease Surveillance System & Wisconsin Immunization Registry data, and the Greenfield Health Department.

SUMMARY:

The agreement provides continued access to local health department data for the Milwaukee County Unified Emergency Operations Center, which includes both the Office of Emergency Management and the Medical College of Wisconsin. Both agencies support the data and reporting of COVID-19 data within Milwaukee County.

This agreement formalizes access to data that began in March 2020 with the onset of the COVID-19 pandemic. Staff at both Milwaukee County and the Medical College of Wisconsin are professional and are bound by the same confidentiality requirements as local health departments in agreements they sign with the Wisconsin Department of Health Services.

The agreement was routed to City Attorney Brian Sajdak for review on February 7, 2021. The agreement is available for review in the Health Department.

Recommendation: Approve Data Use Agreement.

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

SERVICE AGREEMENT BETWEEN THE MEDICAL COLLEGE OF WISCONSIN AND THE GREENFIELD HEALTH DEPARTMENT

(MCW providing Services)

This Agreement is made and entered into as of [February 2, 2021] ("Effective Date"), by and between THE MEDICAL COLLEGE OF WISCONSIN, INC. ("MCW"), a Wisconsin non-stock, non-profit corporation having an address at 8701 Watertown Plank Road, Milwaukee, Wisconsin 53226, and the City of Greenfield Health Department ("GHD"), a municipal entity having an address at 7325 West Forst Home Avenue, Greenfield, WI 53220.

BACKGROUND and RECITALS:

MCW has established and coordinates the Milwaukee County COVID-19 Epidemiology Intelligence Team ("Team") that conducts epidemiological data analysis of COVID-19 to create reports and other deliverables for Wisconsin Health Department and local health departments ("LHD's"); and

The LHD's, include Greenfield, Cudahy, Franklin, Greendale, Hales Corners, Milwaukee, North Shore, Oak Creek, South Milwaukee/St. Francis, Wauwatosa, and West Allis desire to provide financial support for MCW's continued coordination of the Team and receive reports and other deliverables as described below ("Deliverables"); and

The GHD, wishes to act as the fiscal agent for the other LHD's.

The parties agree as follows:

1. **MCW Services.** MCW shall provide GHD and the other LHD's the following weekly data and reports (for six (6) months):

- (a) Countywide population report;
- (b) Countywide population report for children 18 years and under;
- (c) Testing data and coverage; and,
- (d) Burden of disease reports.

Services shall be provided in accordance with all applicable federal and state laws, rules and regulations and the applicable policies and procedures of MCW, written copies will be provided to VENDOR upon request.

2. **Fees.** GHD on behalf of itself and the other LHD's shall pay MCW Twenty-two Thousand Dollars (\$22,000). Each LHD is contributing Two Thousand Dollars (\$2,000) to the project. The GHD is responsible for collecting the pro-rata share from each of the LHD's and for remitting the total amount to MCW. MCW will invoice GHD. The GHD is responsible for submitting payment to MCW no later than 30 days after receipt of invoice. All invoices shall be sent to Greenfield Health Department, Attn: Darren Rausch, 7325 West Forst Home, Greenfield, WI 53226. Payment shall be sent to Medical College of Wisconsin, Attention: Accounts Receivable, 8701 Watertown Plank Road, Milwaukee, WI 53226.

3. **Independent Contractor.** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

4. Term. This Agreement shall COMMENCE ON THE Effective Date and shall continue for a period of six (6) months (“Initial Term”). The Initial Term shall automatically renew for six (6) month periods thereafter (each a “Renewal Term” and together with the Initial Term, the “Term”) until terminated by either party. Either party may terminate this Agreement prior to the expiration of the Term for any reason upon ninety (90) days’ prior written notice to the other party. MCW may terminate the Agreement immediately in the event of a material breach of the Agreement.

1. Confidentiality.

(a) Each party understands and acknowledges that, during the Term, it will receive and/or have access to certain information and knowledge concerning the other parties’ business and affairs and the business and affairs of their affiliates that is of a proprietary and/or confidential nature. Accordingly, each party hereby agrees and covenants that it will not, except as contemplated herein, disclose, divulge, furnish or make accessible to any third party, or use for his own purposes any such confidential or proprietary information of the other party, including, without limitation, such other party’s financial information and data or the financial information and data of such other party’s affiliates.

(b) Despite the fact that the Reports specifically exclude individually identifiable health information, the parties hereby agree to comply with all applicable federal, state, and local laws and regulations governing the security and privacy or individually identifiable health information, including without limitation the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as applicable and as may be periodically revised or amended from time to time. Unless otherwise permitted by applicable law, each party to this Agreement will not use or disclose certain confidential, proprietary, and nonpublic financial and other information concerning patients (“Protected Health Information”) in violation of the HIPAA requirements. Each party agrees to use its best efforts to comply with HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom any party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA.

2. Additional Services. Any additional data coordination services or special projects to be provided by MCW to any of the individual municipal health departments outside the scope of the Services described herein shall be provided for a fee and addressed in a separate agreement.

3. Independent Relationship. This Agreement does not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Each party agrees that it shall not use the name, logo or trademark of the other party, in publicity or advertising without the other party’s prior written consent in each instance.

4. Notices. All notices, requests, demands, approvals and other communications under this Agreement shall be in writing and shall be delivered personally, sent by certified, registered or express mail, postage prepaid, or delivered by a nationally recognized overnight courier service. Any such notice or other communication shall be deemed given upon actual receipt, in each case to the addresses set forth in the introductory paragraph of this Agreement or to such other address as one party may provide to the other in writing for such purpose.

9. Miscellaneous. (a) The headings preceding the text of the paragraphs of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning or effect; (b) no waiver of any right or remedy arising under this Agreement will be valid unless set forth in a writing signed by the party to be charged; (c) this Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, statements, understandings, agreements or contracts, whether written or oral, pertaining hereto; (d) neither party may assign any of the rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other party; (e) this Agreement shall be for the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; (f) no amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto; (g) this Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which, together, will constitute a single agreement; (h) if any provision of this Agreement is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Authorized signatories of the parties have executed this Agreement as of the date below intending it be made effective as of the Effective Date above written.

The Medical College of Wisconsin, Inc.

Greenfield Health Department

By:

Name: _____

Title: _____

Date: _____

By:

Name: Darren J. Rausch

Title: Health Officer/Director

Date: 2/3/2021