



SPECIAL COMMON COUNCIL MEETING AGENDA

Tuesday, September 5, 2023 - 6:00 PM

- A. Call to Order & Roll Call
- B. New Business
 - 1. Approve Resolution to affirm membership commitment with Cities and Villages Mutual Insurance Company ("CVMIC") and set annual premiums for policy years 2024, 2025 and 2026. (Goergen)
 - 2. Approve an application for a Temporary Class "B" Retailer's License from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at Service Workshop for Pan America Customers and Buyers on September 16, 2023 from 10:00 AM - 5:00 PM at 6221 W. Layton Avenue. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis.Stat.125.07(3)(a)12. (Goergen)
 - 3. Consider/approve Resolution allowing the claim of Mary Jean Perez. (Goergen)
 - 4. Discussion and decision to approve Health Department Services Agreement between the City of Greenfield and the City of West Allis (Mayor Neitzke)
 - 5. Approve award of contract to Meak Playgrounds, LLC for Konkell Park North Playground Play Surface Improvement Project at Konkell Park. (Jaquish)
 - 6. Approve award of contract to PLM Paving and Concrete, LLC for asphalt work at Konkell Park. (Jaquish)
- C. 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.

RESOLUTION NO. _____

RESOLUTION TO AFFIRM MEMBERSHIP COMMITMENT WITH CITIES AND VILLAGES
MUTUAL INSURANCE COMPANY (“CVMIC”) AND SET ANNUAL PREMIUMS FOR POLICY
YEARS 2024, 2025 AND 2026

WHEREAS, CVMIC sets forth guaranteed annual premiums in exchange for a commitment of continued membership; and

WHEREAS, CVMIC requires the City to select its SIR and return a copy of *Attachment One* with the *Acceptance Form* executed by an authorized officer (attached hereto); and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield that the City accepts the Liability Insurance Proposal received via email on August 15, 2023, from Cities and Villages Mutual Insurance Company (“CVMIC”) and agrees to continue its membership in CVMIC for policy years 2024, 2025 and 2026 based on the premium guarantee by CVMIC for said policy years.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the ____ day of September, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Application for Temporary
Class "B"/ "Class B" Retailer's
License
City of Greenfield

Submitted On:

Aug 30, 2023, 01:37PM EDT

Fee (\$10 per day)	09/16/2023
Application Date	August 30, 2023
The organization named is applying for the following license(s) in the City of Greenfield, Milwaukee County: (check appropriate box(es))	Temporary Class "B"; license to sell fermented malt beverages at picnics or similar gatherings under S. 125.26(6), Wis. Stats.
Event Beginning Date	September 16, 2023
Event Ending Date	September 16, 2023
Event hours of operation:	10:00am till 5:00pm
Organization type:	Bona fide Club
Organization Name:	Harley Owners Group - Milwaukee Chapter # 3833
Organization Address	Street Address: 6221 West Layton Avenue City: Greenfield State: W Zip: 53220
Date organized:	03/27/1984
If corporation, give date of incorporation:	
Is the named organization required to hold a Wisconsin Seller's permit pursuant to S. 77.54(7m), Wis. Stats.:	No
President's name:	Jerry DeGroot
President's address	Street Address: 3377 S. 65th St City: Milwaukee State: W Zip: 53210
Vice President's name:	Kevin Carpenter
Vice President's address:	Street Address: 4423 S. Taylor Ave City: Milwaukee State: W Zip: 53207
Secretary's name:	Kraig Breider
Secretary's address:	Street Address: 6651 S Whitnall Edge Road City: Franklin

	State: W Zip: 53132
Treasurer's name:	Mark A. McClain
Treasurer's address:	Street Address: 441 E Erie St # 602 City: Milwaukee State: W Zip: 53202
Please provide the name of a manager or person in charge of the affair:	Mark a. McClain
Manager/person in charge address:	Street Address: 6221 West Layton Avenue City: Greenfield State: W Zip: 53220
Manager/person in charge phone number:	414-899-9085
Manager/person in charge email address:	markm@houseofharley.com
Address of premises where beer and/or wine will be sold, served, consumed or stored; and areas where alcohol beverage records will be stored.	Street Address: 6221 West Layton Avenue City: Greenfield State: W Zip: 53220
Please provide a detailed description of the premises where beer and/or wine will be sold, served, consumed and stored, and areas where alcohol beverage records will be stored. (see the sample premise descriptions above)	A 62 x 110 square foot area for a sales area for malted beverages sales that includes tables and seating
Type of Event:	Service Workshop for Pan America Customers and Buyers
Name of Event:	Service Workshop for Pan America Customers and Buyers
Where will the event be held:	Indoors
Select from one of the following:	Our organization, as licensee, IS the property owner of the licensed premises described above.
I am applying for:	Only beer/fermented malt beverages.
I am requesting Common Council approval to allow underage unaccompanied individuals on the licensed beer premises as described above.	Yes. Our organization, as licensee, permits underage unaccompanied individuals to be on the licensed beer premises, and hereby applies for authorization from the Common Council to allow underage unaccompanied individuals on the licensed beer premises as described above, during the specified dates and times, pursuant to Sec. 125.07(3)(a)12, Ws. Stats.

Signature Data

First Name: Mark
Last Name: McClain
Email Address: markm@houseofharley.com

Mark A. McClain

Signed at: August 30, 2023 1:37pm America/New_York

Date:	08/30/2023
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COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE CLAIM OF MARY JEAN PEREZ RELATING TO
DAMAGE TO AN AUTOMOBILE

WHEREAS, Mary Jean Perez submitted a claim with the City on July 31, 2023; and,

WHEREAS, Ms. Perez alleged in her claim certain damage to her vehicle that was caused when it was struck by a City police squad car on July 3, 2023; and,

WHEREAS, the City Attorney has reviewed the facts and circumstances relating to the claim and recommends that, without admitting any negligence, the Common Council allow the claim; and,

WHEREAS, Wis. Stat. § 893.80 provides for the process by which the Common Council shall consider and handle claims made against the Council, the City and its officers, agents and employees; and,

WHEREAS, after considering the facts and circumstances of the claim, the Common Council desires to pay the claimed amount of the loss.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claim of Mary Jean Perez, filed with the City on July 31, 2023 and relating to alleged damage to her vehicle occurring on July 3, 2023, is hereby allowed in an amount not to exceed **\$263.51**.

BE IT FURTHER RESOLVED that the City Finance Director is hereby authorized and directed to pay the claim to the claimant upon receipt of a signed release of claims from the claimant.

Approved:

Michael J. Neitzke, Mayor

Date Approved:

_____, 2023

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the ____ day of _____, 2023.

Jennifer Goergen, City Clerk

Memorandum of Understanding
Between
CITY OF GREENFIELD
&
CITY OF WEST ALLIS

This Agreement made this September 5, 2023, by and between the CITY OF GREENFIELD (“GREENFIELD”) and the CITY OF WEST ALLIS (“WEST ALLIS”), both municipal corporations located in Milwaukee County, Wisconsin (“Agreement”).

Purpose of Agreement:

Greenfield desires to have West Allis provide certain public health services for Greenfield and West Allis is willing to provide such services upon the terms and conditions hereinafter set forth.

SECTION 1. SCOPE OF SERVICES:

West Allis shall provide public health services to Greenfield for the term of this Agreement. The services to be provided shall be provided to the standards required by state law and shall consist of the following programs and activities:

- A. Fulfill the requirements of Health Officer as mandated under Wisconsin Statutes and Administrative Codes.
- B. Consultation on environmental health related matters, public health nursing services, and Health Education services as set forth in Appendix A, which is attached and made a part hereof. Provision of environmental health services by West Allis will be explored.
- C. VFC childhood immunizations and follow-up on reported communicable diseases. Expansion of immunization services will be explored.
- D. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

SECTION 2. PROVISION OF SERVICES.

- A. All services shall be provided by the West Allis under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work with the Greenfield Mayor (or designee) in an advisory capacity.

SECTION 3. COMPENSATION.

- A. Greenfield will pay West Allis an hourly rate for services provided, plus mileage expenses. The hourly rate charged shall depend upon the title of the person providing the service and at the rates referenced in **Appendix A**. Mileage will be reimbursed at a rate of \$0.665 per mile. West Allis will provide Greenfield with a monthly invoice for services provided. Greenfield will reimbursement West Allis monthly.
- B. Greenfield and West Allis may adjust the hourly rate and mileage rate upon the consent of the parties as needed during the course of this agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on September 5, 2023 and end on December 31, 2024.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least 30 days prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator
City of West Allis

OR

City Administrator
City of Greenfield

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

City of West Allis

By: _____
Dan Devine, Mayor

Attest: _____
Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

City Attorney

City of Greenfield

By: _____
Michael Neitzke, Mayor

Jennifer Goergen, City Clerk

Paula Schafer, Finance Director

Christopher Geary, City Attorney

APPENDIX A
SEPTEMBER 5, 2023 – DECEMBER 31, 2024
SERVICES OF THE WEST ALLIS HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH

- I. Technical assistance and consultation on environmental hazards and nuisances, such as asbestos, lead, noise, chemical contamination, insect breeding and rodent infestation.

PUBLIC HEALTH NURSING

- I. Communicable Disease Control
 - a. Monitor and provide case follow up, information and consultation on control of Category 1 and 2 communicable diseases, as required under State Statutes.
- II. Immunizations
 - a. Childhood immunizations: All children's recommended immunizations are available for VFC eligible children at no cost.
- III. Consultation
 - a. A public health nurse is available to Greenfield staff Monday – Friday between 8:00 am – 5:00 pm to provide information, consultation, and community referral for any health-related concerns or questions by phone.
 - b. Consultation to Greenfield staff regarding general health department services, communicable diseases and immunizations.
- IV. Clinic Services
 - a. TB skin tests are provided at a cost of \$25 for City of Greenfield residents.
 - b. Pregnancy urine testing, information, counseling, and referral is available during scheduled clinic times. Insurance will be billed or for those without insurance a sliding fee scale is available.

HEALTH EDUCATION

- I. Child Passenger Safety Program- Acceptance of referrals for car seat checks for all parents and caregivers to ensure their car seat is properly installed. Car seats also distributed and installed by our car seat technician.

HOURLY RATES BY POSITION (subject to change):

- Director, Community and Environmental Health Services: \$67.29/hr
- Lead Public Health Nurse: \$56.70/hr
- Public Health Nurse: \$48.41/hr
- Lead Environmentalist: \$54.29/hr
- Environmentalist: \$48.08/hr
- Public Health Specialist Coordinator: \$50.65/hr
- Community Health Technician: \$30.45/hr