Common Council Chambers – City Hall Room 100
7325 W Forest Home Ave, Greenfield, Wisconsin

REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, June 21, 2022 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the May 17, 2022 Common Council minutes

E. Approval of the May 31, 2022 Special Common Council minutes

F. Mayor's Report

G. Aldermanic Reports

H. Announcements

I. Citizen Commentary

J. Public Hearings

   1. Public Hearing on an Ordinance to amend Section 21.04.0450 of the Municipal Code regarding permitted uses within Planned Unit Development District (PUD #2) and to replace all Planned Development District text. (PC-5/10/22 Kastner)

      a. Approve an Ordinance to amend Section 21.04.0450 of the Municipal Code regarding permitted uses within Planned Unit Development District (PUD #2) and to replace all Planned Development District text. (PC-5/10/22 Kastner)

   2. Public Hearing on a Special Use Permit for Blaze Tobacco Shop, LLC, a proposed business to be located at 4642 S. 76 St., submitted by Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC. (Tax Key No. 604-9971-000) (PC-5/10/22 Kastner)

      a. Approve a Resolution for a Special Use Permit for Blaze Tobacco Shop, LLC, a proposed business to be located at 4642 S. 76 St., submitted by Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC. (Tax Key No. 604-9971-000) (PC-5/10/22 Kastner)

      b. Approve Site, Landscaping, and Architectural Plans for proposed exterior modifications to the existing multi-tenant commercial building located at 4640-44 S. 76 St., submitted by Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC. (Tax Key No. 604-9971-000) (PC-5/10/22 Kastner)

K. Old Business

   1. Appointments to various committees and commissions:

      a. <u>Mayor appointments, confirmed by Council</u>:

         i. One member to the Board of Health for a term to expire 6/1/2022 (formerly Allen Owen)

ii. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)

iii. Three members to the Board of Health for a term to expire 6-1-24 (currently Leon Saryan, Richard Dettman; formerly A. Owen)

iv. One alternate member to the Tree Commission for a term to expire 5-1-24 (formerly Chloe Selkirt)

v. One member to the Zoning Board of Appeals for a term to expire 5-1-23 (formerly Audrey Ellison)

2. Approve an Outdoor Special Event application for the Salvation Army – Outdoor Worship Service event, to be located at 2900 W. Cold Spring Rd., every Sunday from June 26 – September 4, 2022, and waive all application fees. Application includes the following combination of licenses/permits: Outdoor Special Event. (Porter)

L. New Business

1. Appointments to various committees and commissions:

a. <u>Mayor appointments, confirmed by Council:</u>

i. Two members to the Public Library Board for a term to expire 7-1-25 (currently Brittany Haiser and Melissa Mendoza)

2. Claim received from Jashema Wallace. (Goergen)

3. Claim received from Penny Howland. (Goergen)

4. Approve an agreement with Milwaukee County for the Greenfield share of the cost to operate and maintain a traffic signal at the intersection of 112th Street (Howard Avenue) & Beloit Road. (BPW-5/24/22-Ald. Bailey)

5. Approve an agreement with Milwaukee County for the Greenfield share of the cost to operate and maintain a traffic signal at the intersection of 47th Street & Layton Avenue. (BPW-5/24/22-Ald. Bailey)

6. Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2021 Compliance Maintenance Annual Report (CMAR), Project 2022 #2. (Katz)

7. Adopt a resolution extending certain City of Greenfield municipal purpose easement rights to the City of Milwaukee Water Works. (Katz)

8. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Powerline Trail Phase 2. (Katz)

9. Approve an agreement with STC Five LLC for the existing cell tower on the city's Turf Skatepark property. (Katz)

10. Discussion/decision regarding agreement with Klemme Floats LLC. (Jaquish)

11. Discussion / decision to approve Memorandum of Understanding with Interim Assistant Fire Chief (Sajdak)

12. Approve Site and Architectural Plans for a proposed gazebo at The Salvation Army, an existing business located at 2900 W. Cold Spring Rd., submitted by Kiran Kuhn, d/b/a The Salvation Army Cold Spring. (Tax Key No. 576-9980-000) (PC-6/14/22 Kastner)

13. Approve Site and Architectural Plans for Tesla vehicle chargers at Meijer, an existing business located at 5800 W. Layton Ave., submitted by Sarah Honeycutt, d/b/a GPD Group Inc. and Meron

Demissie d/b/a Tesla, Inc. (Tax Key No. 602-9947-004) (PC-6/14/22 Kastner)

14. Approve a Special Use Review and Site Plan Review for Area 414, a proposed full-service restaurant and catering business to be located at 5110 W. Loomis Rd., submitted by Mario Trisic d/b/a Area 414, LLC. (Tax Key No. 648-0031-003) (PC-6/14/22 Kastner)
15. Approve Architectural Plans for McDonald's, an existing business located at 4550 S. 108 St., submitted by Mark Smith, d/b/a Axis Infrastructure and Joseph Minorik d/b/a McDonald's Corporation. (Tax Key No. 608-9995-007) (PC-6/14/22 Kastner)
16. Approve Revised Site, Landscaping and Architectural Plans for Playtime Doggy Daycare III, a proposed dog boarding business, to be located at 4333 S. 108 St., submitted by Gregg Paweiski, d/b/a Playtime Doggy Daycare III LLC. (Tax Key No. 609-9995-002) (PC-6/14/22 Kastner)
17. Approve applications for 2021-2022 operator licenses. (Goergen)
18. Approve application for Pawnbroker/Secondhand Article Dealer to expire June 30, 2022. (Goergen)
19. Approve application for 2022-2023 Combination "Class B' Fermented Malt Beverage & Liquor license for Area 414, LLC, Mario Trisic, Agent, for the property at 5110 W. Loomis Rd. (Area 414, LLC), there are 2 connected venues/rooms: event venue + bar/restaurant. In each venue/room there is a bar where alcohol will be stored and sold to customers. Customers will be consuming alcoholic beverages on premises, specifically in event venue and bar/restaurant areas. There is an extra storage room next to the bar in the bar/restaurant area where any additional/extra alcohol will be stored, if there is no space at the bars. All records/documentation will be stored in an office attached to the event venue, at the entrance of the building. (Goergen)
20. Approve application for 2022-2023 Entertainment license received from Area 414, LLC, Mario Trisic, Agent, for the property at 5110 W. Loomis Rd. (Area 414, LLC)(Indoor: bands, singers and/or DJ's for the events. Outdoor: N/A). (Goergen)
21. Approve applications for the following licenses to expire June 30, 2023: Combination "Class B" Fermented Malt Beverage & Liquor, Entertainment, Pawnbroker/Secondhand, and Operator's Licenses (approval of licenses should be subject to the City of Greenfield ordinances regarding code compliance and payment of all delinquent taxes and charges). (Goergen)
22. Approve applications for Amusement licenses to expire July 31, 2023. (Goergen)
23. Approve an Outdoor Special Event application for the Greenfield July 4th Celebration, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2022, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's License, Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial Building/Electrical/Plumbing. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
24. Approve an Outdoor Special Event application for Milwaukee Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, located at 7825 W. Layton Ave., July 21, 2022, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: OSE, Temporary Class "B" Retailer's License (beer), Temporary Operator's License, Food, and Commercial Building/Electrical/Plumbing. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
25. Discussion and decision to approve an agreement with a collection agency to collect non-ambulance debts. (6/8/22 F&HR S. Saryan)

26. Discussion and decision to approve a grant agreement with the State of Wisconsin Department of Health Services. (6/8/22 F&HR S. Saryan)
27. Discussion and decision on Amendment No. 3 to Intergovernmental Agreement for Emergency Medical Services. (6/8/22 F&HR S. Saryan)
28. Discussion/decision regarding agreement SESAC (Society of European Stage Authors & Composers) for the authorized use of musical compositions on City Premises (6/8/22 F&HR S. Saryan)
29. Discussion and decision regarding approval and acceptance of the City of Greenfield 2021 Financial Statements and Independent Auditor's Report and Baker Tilly US, LLP reporting and insights from the 2021 audit. (6/8/22 F&HR S. Saryan)
30. Election of Chairperson and Vice-Chairperson of the Finance and Human Resources Committee. (6/8/22 F&HR S. Saryan)
31. Approve fund transfers between Engineering Division capital improvement accounts. (6/8/22 F&HR S. Saryan)
32. Approval of the April 2022 Investments and Reinvestments. (6/8/22 F&HR S. Saryan)
33. Approval of schedules of disbursements in the amount of $7,786,348.97. (6/8/22 F&HR S. Saryan)
34. Approval of mileage reimbursements in the amount of $263.89. (6/8/22 F&HR S. Saryan)
35. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing 2022-2023 licenses to the following:
    a. Combination "Class B" Fermented Malt Beverage & Liquor license for Twinz Inn Inc. d/b/a Route 100 at 3800 S. 108 St.
    b. Operator's license for Riley Placke
36. Adjourn closed session and reconvene into open session.
37. Decision re: 2022-2023 Combination “Class B” Fermented Malt Beverage & Liquor license for Twinz Inn Inc. d/b/a Route 100 at 3800 S. 108 St.
38. Decision re: 2022-2023 Operator’s license for Riley Placke

M. Items for future agenda

N. 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.

ORDINANCE NO. ______________

ORDINANCE TO AMEND SECTION 21.04.0450 OF THE MUNICIPAL CODE REGARDING PERMITTED USES WITHIN PLANNED UNIT DEVELOPMENT DISTRICT (PUD #2) AND TO REPLACE ALL PLANNED DEVELOPMENT DISTRICT TEXT.

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

PART I. All “Planned Development District” and “PDD” text in Section 21.04.0450 is hereby replaced to read as “Planned Unit Development District” or “PUD.”

PART II. Table 21.04.0450.B.1 is hereby amended to read as follows:

Permitted Uses	**Special Uses**
General commercial retail	Gas station/convenience store/car wash
Professional services	Contractor services with outdoor storage
General office	
Medical office/general medical	
Recreational/entertainment	
Restaurants, with or without drive-thru	
Multi-family residential housing	
Billboard	
Parking structure	
Distribution/transportation/logistics services	
Warehousing/storage/fulfillment (not including self-storage) services	
Light industry/assembly services	

PART III. Subsection 21.04.0450.C. is hereby amended to read as follows, with all non-listed uses to remain unaltered:

C. It is the intent of Planned Development District # 2 to establish the following:

* * *

9. Distribution/transportation/logistics/light industrial/assembly/ warehousing/storage/fulfillment/contractor services (up to 400,000 sq. ft. north of the I-894 interchange in the vicinity of the park-n-ride parcel, not to exceed sixty feet (60’) in height).

PART IV: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on this _____ day of _______________, 2022.

APPROVED:

____

Michael J. Neitzke, Mayor

ATTEST:

____

Jennifer Goergen, City Clerk

S:\Planning\Ordinances\Ordinance - amend Sec. 21.04.0450 PUD #2 Interchange.docx

RESOLUTION NO. ____

Special Use Permit for Blaze Tobacco Shop, LLC, a proposed business to be located at 4642 S. 76 St., submitted by Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC.
(Tax Key No. 604-9971-000)

WHEREAS, Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish a tobacco store business at 4642 S. 76 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 21, 2022, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The property is owned by the applicant, Bassam Al-Ramahi, d/b/a Ramahi Investment, LLC, 9621 S. Bluegrass Pl., Oak Creek, WI 53221.

2. Blaze Tobacco Shop, LLC will occupy approximately 1,100 sq. ft. of the multi-tenant commercial building located at 4642 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Southwest ¼ of Section 22, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at a point in the West line of said ¼ Section 261.85 feet North of the Southwest corner of said ¼ Section; thence North 75 feet to a point; thence East 363 feet to a point; thence South 60 feet to a point; thence West 133 feet to a point; thence South 15 feet to a point; thence West 230 feet to the point of beginning. Excepting therefrom the West 60 feet for public street purposes.

Tax Key No. 604-9971-000

Said land being located at 4640-4646 S. 76 St.

3. The applicant is proposing to establish a tobacco store within the existing multi-tenant commercial building.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Tobacco Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 76 St. corridor that is developed for commercial uses. Properties to the north, south, east, and west are developed as commercial.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC, to establish a tobacco store, to be located at 4642 S. 76 St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on May 10, 2022 and by the Common Council on June 21, 2022. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.

2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.

3. Hours of Operation. The allowable hours of operation for Blaze Tobacco Shop, LLC will be 7:00am – 10:00pm, seven (7) days/week.

4. Off-Street Parking. The tobacco store requires six (6) off-street parking spaces. Remaining tenant spaces require thirteen (13) off-street parking spaces for a total of 19 off-street parking stalls required. Eighteen (18) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.

5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.

6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light splay. Rope/LED trim lighting is not permitted.

9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.

10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.

11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.

12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.

13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a $350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

____

Bassam Al-Ramahi, d/b/a Ramahi 4640, LLC

Provided to applicant on the
______day of ____________, 2022

____

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of ________________, 2022.

APPROVED:

____

Michael J. Neitzke, Mayor

ATTEST:

____

Jennifer Goergen, City Clerk

Committee: Common Council | Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: April 19, 2022

RELATING TO:

Outdoor Special Event application for The Salvation Army Outdoor Sunday Worship Service events, to be located at 2900 W. Cold Spring Rd., Sundays May 29 – September 4, 2022.

SUMMARY:

Application includes the following combination of licenses/permits: OSE

All various dept. review/approval has occurred.

Event Dates	Start Time	End Time
Every Sunday 5/29 – 9-4	10:30 a.m.	12:30 p.m.

Set-up: Each event date 8:30 a.m.
Breakdown: Each event date 1:00 p.m.

Applicant requesting to waive $50 Event fee.

Recommendation: Approve the Outdoor Special Event application for The Salvation Army Outdoor Worship Service events, to be located at 2900 W. Cold Spring Rd., Sundays May 29 – September 4, 2022, and all applicable licenses/permits, and waive event fee.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER __

Jennifer Goergen

From: z Lib: Sheila O'Brien
Sent: Friday, May 27, 2022 2:19 PM
To: Jennifer Goergen; Mayor Neitzke
Subject: Library Board Member Reappointment Recommendation

Hello Jennifer and Mayor Neitzke,

At the May 19, 2022 Library Board meeting, the board voted to recommend 2 members for reappointment and confirmation to the Library Board for another 3-year term:

- Brittany Haiser of 8266 Red Oaks Ct, Greenfield
- Melissa Mendoza of 4920 S 60th, Greenfield

Both are serving current terms that expire on 7/1/2022. Please add the recommendations to the upcoming Common Council meeting.

Thank you,
Sheila O'Brien

CITY OF Greenfield
Pledged to Progress

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 24, 2022

RELATING TO:

Approve an agreement with Milwaukee County for the Greenfield share of the cost to operate and maintain a traffic signal at the intersection of 112th Street (Howard Avenue) & Beloit Road.

SUMMARY:

Milwaukee County is replacing an existing traffic signal at the intersection of 112th Street (Howard Avenue) & Beloit Road. The replacement is a part of the Countys project to resurface Beloit Road this summer.

The City and the County share jurisdiction over the intersection.

The County agrees to operate and maintain the signal, but requests that the City pay half of the cost of that operation and maintenance.

FINANCIAL:

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

<u>AGREEMENT FOR TRAFFIC SIGNALS AT WEST BELOIT ROAD (CTH "T") AND WEST HOWARD AVENUE/SOUTH 112TH STREET</u>

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Greenfield, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Beloit Road (CTH "T") and West Howard Avenue/South 112th Street, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding for rehabilitation of West Beloit Road including the traffic signal at the Intersection, hereinafter call "The Project".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, black colored signal poles and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

(a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.

(b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.

(c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City annually for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

(d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.

(e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.

(f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.

(g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.

(h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.

(i) That the City will be responsible for any painting necessary for the black colored poles and will bear the entire cost of the painting.

(j) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.

(k) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

(a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.

(b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

(c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g) except as noted in section I. (i). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g), and I. (h), when billed by the County.

(d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

(e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.

(f) That the City will repaint black traffic signal poles at no cost to the County.

(g) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

______________ day of ______________________, 20____.

MILWAUKEE COUNTY,
A BODY CORPORATE

____

DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this ________ day of ___________________, 20___, Donna Brown-Martin, Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Director of Transportation of said body corporate, and acknowledged that she executed the foregoing instrument as such officer as the deed of said body corporate, by its authority.

____
Print

____
Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _________________

IN WITNESS WHEREOF, the undersigned on behalf of the City of Greenfield affix their hands and seals this

_______________day of _____________________, 20____.

CITY OF GREENFIELD,
A MUNICIPAL CORPORATION

____

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this ________ day of ___________________, 20___, Michael J. Neitzke, Mayor, of the above named CITY OF GREENFIELD, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that ~~t~~he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

____
Print

____
Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _________________

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 24, 2022

RELATING TO:

Approve an agreement with Milwaukee County for the Greenfield share of the cost to operate and maintain a traffic signal at the intersection of 47th Street & Layton Avenue.

SUMMARY:

The City is replacing an existing traffic signal at the intersection of 47th Street & Layton Avenue. The signal and intersection is in poor condition and does not meet current standards.

The City and the County share jurisdiction over the intersection.

The County agrees to operate and maintain the signal, but requests that the City pay half of the cost of that operation and maintenance.

FINANCIAL:

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

AGREEMENT FOR TRAFFIC SIGNALS AT WEST LAYTON AVE (CTH "Y") AND SOUTH 47TH STREET

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Greenfield, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Layton Ave (CTH "Y") and South 47th Street, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the City obtained funding for rehabilitation of the traffic signal and curb ramps at the Intersection, hereinafter call "The Project".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, black colored signal poles and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

(a) That the City will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.

(b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.

(c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City annually for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

(d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.

(e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.

(f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.

(g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.

(h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.

(i) That the City will be responsible for any painting necessary for the black colored poles and will bear the entire cost of the painting.

(j) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.

(k) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

(a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.

(b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

(c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g) except as noted in section I. (i). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g), and I. (h), when billed by the County.

(d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

(e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.

(f) That the City will repaint black traffic signal poles at no cost to the County.

(g) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

______________ day of ______________________, 20____.

MILWAUKEE COUNTY,
A BODY CORPORATE

____

DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this ________ day of ___________________, 20___, Donna Brown-Martin, Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Director of Transportation of said body corporate, and acknowledged that she executed the foregoing instrument as such officer as the deed of said body corporate, by its authority.

____
Print

____
Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _________________

IN WITNESS WHEREOF, the undersigned on behalf of the City of Greenfield affix their hands and seals this

_______________day of _____________________, 20____.

CITY OF GREENFIELD,
A MUNICIPAL CORPORATION

____

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this ________ day of ___________________, 20___, Michael J. Neitzke, Mayor, of the above named CITY OF GREENFIELD, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that the executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

____
Print

____
Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _________________

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 21, 2022

RELATING TO:

Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2021 Compliance Maintenance Annual Report (CMAR), Project 2022 #2.

SUMMARY:

Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems (Sanitary Sewers) to submit a Compliance Maintenance Annual Report (CMAR) with a Resolution verifying Common Council review, statement of corrective actions, if necessary, and authorization of submittal.

The 2021 Compliance Maintenance Annual Report (CMAR) is due to the Wisconsin Department of Natural Resources by June 30th, 2022. The attached report was prepared by the Engineering Division with additional information provided by Finance and Public Works. The City of Greenfield received the highest grade (letter A, and 4.0 grade points) and therefore we are not required to submit corrective actions.

FINANCIAL:

RECOMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION __ FISCAL NOTE ___**

MOTION ___ OTHER __

RESOLUTION NO.

RESOLUTION VERIFYING REVIEW AND AUTHORIZING SUBMITTAL OF THE 2021 WISCONSIN DEPARTMENT OF NATURAL RESOURCES COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR),

WHEREAS, Public sanitary sewer collection is a basic responsibility of local, county and state governments; and

WHEREAS, It is the responsibility of local, county and state governments to properly operate and manage wastewater collection systems so as to protect public safety and health; and

WHEREAS, Proper inspection, rehabilitation, and operation and maintenance of the sanitary sewer collection system would promote cost-effective performance of the system over its design life; and

WHEREAS, Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems to submit a Compliance Maintenance Annual Report (CMAR) with a resolution verifying Common Council review, statement of corrective actions if necessary and authorization of submittal.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Greenfield hereby verifies its review and authorizes the submittal of the 2021 Compliance Maintenance Annual Report (CMAR) for the City of Greenfield.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Wisconsin Department of Natural Resources (DNR).

PASSED AND ADOPTED by the Common Council of the City of Greenfield on this 21st day of June, 2022.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

Compliance Maintenance Annual Report

Financial Management

1. Provider of Financial Information

Name: Paula Schafer

Telephone: 414-329-5283 (XXX) XXX-XXXX

E-Mail Address (optional): PaulaS@greenfieldwi.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2021

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2021

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 507,534.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		$ 507,534.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 27,237.00

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 96,666.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 438,105.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

The City purchased new televising equipment

3.3 What amount should be in your Replacement Fund? $ 438,105.00 **0**

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.☐☐
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Greenfield PPI/I program (2017#11). MMSD, on behalf of Greenfield, has agreed to complete PPII investigations of up to 76 residential homesites and eventually create a PPII rehabilitation project. Estimated costs for completing the investigation and preparing the rehabilitation bid package is $38,500. Potential rehabilitation is estimated at $930,000 and will be further verified once investigations are completed and full rehabilitation project scope is known.	968500	2022
2	Equipment replacement. Sanitary sewer support truck.	50000	2025
3	Sanitary sewer installation project (92nd St Bypass). Joint sewer project with private developer to the benefit of both parties. Final details and cost split has yet to be determined.	1360000	2023
4	MH Inspection and Rehabilitation (2022 #11). Inspection of 500 sanitary MHs +/-. Inspection currently underway. Following inspection, we will transition into a rehabilitation project, with the scope and cost to be determined once the MH inspection data is analyzed. Following this effort, the City is likely to continue with this format and develop an annual MH Inspection and Rehabilitation program. Cost estimate is for MH assessment only and does not include potential rehabilitation costs.	47000	2022

5	Sanitary sewer main assessment and rehabilitation project (2022 #12). A project to review 80,000 LF +/- of City sewer sanitary mains to determine main line rehabilitation scope and cost. Once assessed, City will likely transition into a multi-year mainline rehabilitation program. The review and assessment effort is estimated at $21,000 and will start in mid 2022. Rehabilitation costs are unknown at this time, however we anticipate that we will move into rehabilitation project in late 2022 / early 2023.	21000	2022
6	I-894 Sewer siphon assessment (2022 #13). Investigative project to review and assess the condition of a dual cast-iron siphon that runs under I-894 prior to WI DOT work on I-894 in 2023. Depending on condition, rehabilitation and/or replacement work may be needed which would likely be coordinated with WI DOT work. Assessment cost is estimated at $85,000 give the unique nature of this siphon pipe. Rehabilitation, if needed would cost extra.	85000	2022

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 0

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	0
February	0	0
March	0	0
April	0	0
May	0	0
June	0	0
July	0	0
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0
Total	**0**	**0**
Average	**0**	**0**

6.1.2 Comments:

Not applicable

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping

- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

Not applicable

6.3 Has an Energy Study been performed for your pump/lift stations?

- ● No
- ○ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Not applicable.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

● Yes

○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

● Yes

○ No (30 points)

○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1) Comply with the WPDES permit containing SSO's
2) Minimize the occurrences of preventable overflows
3) Minimize the life cycle ownership costs of the collection system
4) Improve or maintain system reliability
5) Reduce the potential threat to human health from SSO's
6) Provide adequate capacity to convey peak flow and manage I/I
7) Protect collection system worker health and safety
8) Operate a continuous CMOM program

Did you accomplish them?

● Yes

○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Greenfield Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2008-07-15

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

Development of new City 8 year cleaning and televising program
Development of new City MH inspection and rehabilitation program

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	69.0	% of system/year
Root removal	69.0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	19.2	% of system/year
Manhole inspections	4.9	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	1.7	% of manholes rehabbed

Mainline rehabilitation	0.04	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0.8	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

24	Total actual amount of precipitation last year in inches
34.6	Annual average precipitation (for your location)
149.5	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
32	Number of complaints
4.8	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.21	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ● Yes
- ○ No

If Yes, please describe:

Greenfield currently has 1 non-compliant metershed (MS0607) which also includes areas from the City of Milwaukee. While originally deemed non-compliant by MMSD in 2010 due to high peak flows, there has been significant rehabilitation performed on both the public and private side of the system in Greenfield since 2010. The City has requested, and is waiting for MMSD to review all City sewer sheds for compliance status.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ○ Yes
- ● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

The Greenfield private property I/I (PPII) program has been on HOLD since MMSD suspended the use of CIPP lining as a private lateral rehabilitation technique in 2019. Prior to performing additional private property inspections, we are waiting for MMSD to provide a final determination about the use of CIPP lining as a private lateral rehab technique.

The City has requested, and is waiting for MMSD to review and provide Greenfield with a status update (compliant/non-compliant) for all of our sewersheds.

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to follow standard, accepted practices and procedures for operating and maintaining its collection system.

The City has developed a new 8 year cleaning and televising program so we can be more consistent with cleaning and televising efforts from year to year. Under this program, every main in the City will be cleaned once every 4 years. This new plan will allow us to televise our mains once every 8 years rather than once every 12 years as we had been doing previously.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**4**	**16**
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: 6/7/2022 | Reporting For: **2021**

Resolution or Owner's Statement

Name of Governing Body or Owner:

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

CITY OF Greenfield
Pledged to Progress

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 21, 2022

RELATING TO:

Adopt a resolution extending certain City of Greenfield municipal purpose easement rights to the City of Milwaukee Water Works.

SUMMARY:

The City vacated the public right-of-way for S 43rd St from W Layton Ave to I-894.

The City retained a municipal purpose easement over the same area.

Milwaukee Water Works has requested that the City extend our municipal purpose easement rights to them for their municipal water distribution system needs.

The signed resolution will be recorded with the Milwaukee County Register of Deeds.

FINANCIAL:

There will be a $30 fee for recording the Resolution at the Milwaukee County Register of Deeds.

RECOMMENDATION:

Adopt a resolution extending certain City of Greenfield municipal purpose easement rights to the City of Milwaukee Water Works.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X_ Resolution

RESOLUTION NO.

RESOLUTION EXTENDING CITY MUNICIPAL PURPOSE EASEMENT RIGHTS TO CITY OF MILWAUKEE WATER WORKS

WHEREAS, the City previously established Municipal Purpose Easements by way of City Resolution No. 3812, recorded on December 8, 2021 as Document No. 11195561, and City Resolution No. 3859, recorded on May 12th, 2022 as Document No. 11246470;

NOW, THEREFORE, BE IT RESOLVED, the City agrees to extend our Municipal Purpose Easement rights established by City Resolution No. 3812 and City Resolution No. 3859 to the City of Milwaukee for its municipal water distribution system needs (construction, operation, maintenance, inspection, repair, enlargement, reconstruction, replacement and relocation of facilities as Milwaukee deems necessary), excluding therefrom the following legally described area:

LEGAL DESCRIPTION OF EXCLUDED AREA

That part of the Southeast 1/4 Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence North 00°20'39” West along the East line of said 1/4 Section 448.56 feet to a point; thence South 88°38'51” West, 24.75 feet to the point of beginning of lands to be described; thence South 88°38'51” West, 102.47 feet to a point on the Southeasterly right-of-way line of West Loomis Road; thence North 33°55'29” East along said Southeasterly right-of-way line, 36.72 feet to a point; thence North 37°32'05” East along said Southeasterly right-of-way line, 81.29 feet to a point; thence North 74°31'29” East along said Southeasterly right-of-way line, 33.07 feet to a point on a line that is 24.75 feet West of an parallel to the East line of said ½ Section; thence South 00°20'39” West, 101.35 feet to the point of beginning.

BE IT FURTHER RESOLVED, that this resolution will be recorded with the Milwaukee County Register of Deeds.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 21st day of June, 2022.

APPROVED:

____

Michael J. Neitzke, Mayor

ATTEST:

____

Jennifer Goergen, City Clerk

5

RESOLUTION NO. 3812

Document Number

Document Title

8 1 7 1 3 6 9 1
Tx:40837021

DOC # 11195561
RECORDED:
12/08/2021 12:32 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

Recording Area

Name and Return Address
Jennifer Goergen, City Clerk
City of Greenfield
7325 W. Forest Home Ave., #102
Greenfield, WI 53220

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

RESOLUTION NO. 3812

Resolution Discontinuing the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet.

WHEREAS, S. 43 Street has been duly laid out and improved as a street within the City of Greenfield; and

WHEREAS, following due notice and publication the Common Council has conducted a public hearing to determine whether it is appropriate to discontinue the S. 43 Street right-of-way commencing at W. Layton Ave. and continuing north for approximately 480 feet; and

WHEREAS, based upon the materials on file and the comments received at the public hearing, the Common Council has determined that the public interest requires the vacation of 480 feet of the S. 43 Street right-of-way that is more specifically shown and described in the attached Exhibit A; and

WHEREAS, the Common Council further finds that the public road right-of-way which is hereby to be vacated lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, that the 480 feet of the S. 43rd Street right of way that is more specifically shown and described in the attached Exhibit A is hereby vacated and discontinued.

BE IT FURTHER RESOLVED, that the public road right of way so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the lands which immediately abut thereto, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way except for the rights of the public to a public purpose easement for utilities within the vacated area pursuant to the provisions of sections 66.1003 and 66.1005 of the Wisconsin Statutes.

INTRODUCED by the Common Council of the City of Greenfield on the 18th day of May, 2021.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 29th day of June, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

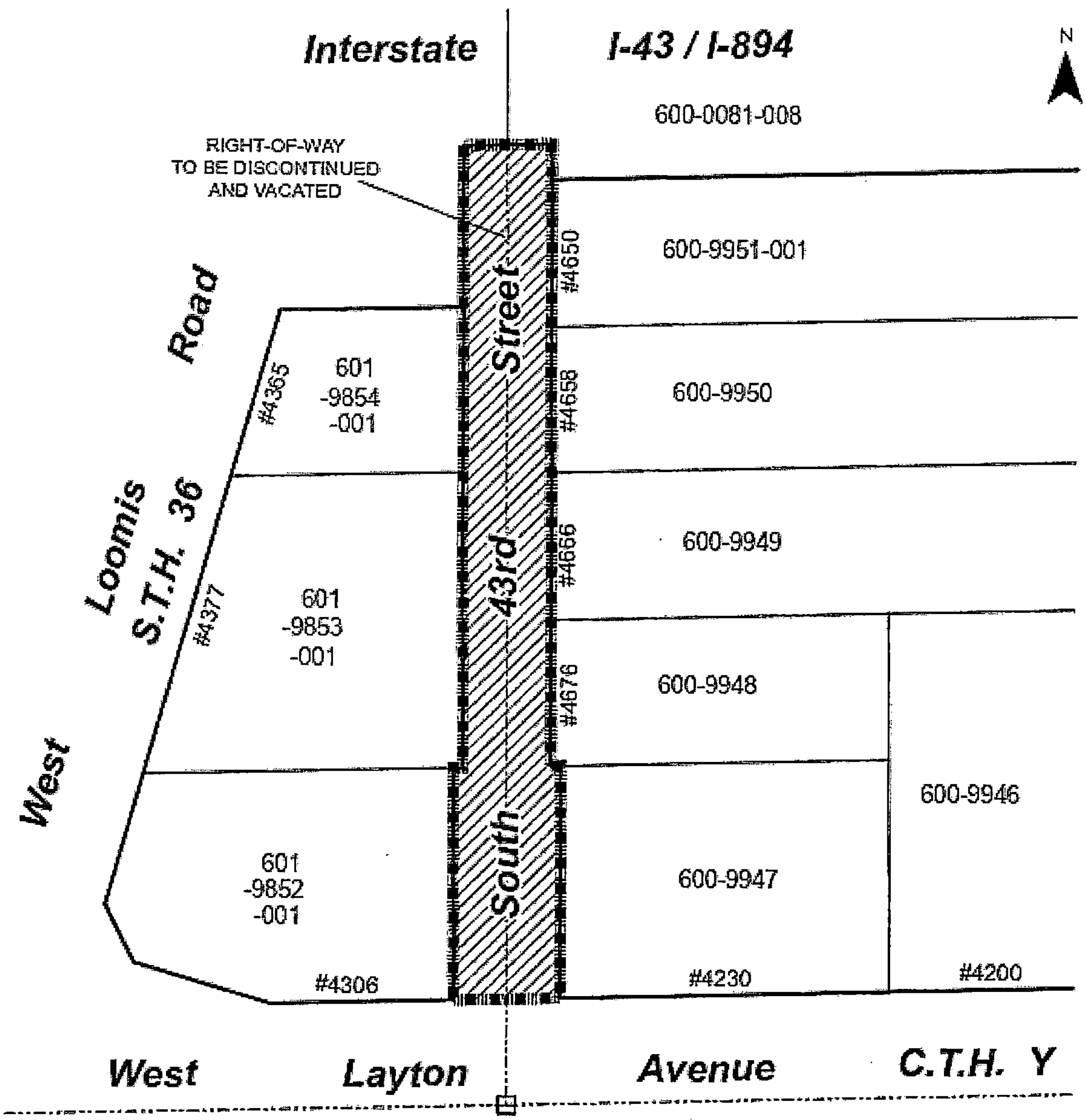
Exhibit A

Legal Description:

Being a part of the Southeast 1/4 of the Southeast 1/4 of Section 23 and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, in Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence North 00°20'39" West along the East line of said 1/4 Section 60.01 feet to a point on the North line of West Layton Avenue and the point of beginning of lands hereinafter described; thence South 88°38'51" West along said North line 30.00 feet to a point; thence North 00°20'39" West 129.99 feet to a point; thence North 88°38'51" East 5.25 feet to a point; thence North 00°20'39" West 349.04 feet to a point; thence North 89°39'21" East 49.50 feet to a point; thence South 00°20'39" East 348.12 feet to a point; thence North 88°32'34" East 5.25 feet to a point; thence South 00°20'39" East 129.99 feet to a point on the North line of West Layton Avenue; thence South 88°32'20" West along said North line 30.01 feet to the point of beginning. Retaining therefrom, the entire described area as a Municipal Purpose Easement.

Map of Street Discontinuance:



CERTIFICATION

I hereby certify that this document is a true and correct copy of Resolution No. 3812 adopted by the Common Council of the City of Greenfield, Wisconsin, at a regular meeting of said Common Council held on the 29th day of June, 2021.

Dated this 2nd day of December, 2021.

Jennifer Goergen

Jennifer Goergen, City Clerk

0

RESOLUTION NO. 3859

Document Number | Document Title

8 1 7 9 3 5 8 3
Tx:40887248

DOC # 11246470
RECORDED:
05/12/2022 12:03 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

Recording Area

Name and Return Address
Jennifer Goergen, City Clerk
City of Greenfield
7325 W. Forest Home Ave., #102
Greenfield, WI 53220

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

RESOLUTION NO. 3859

Resolution Discontinuing right-of-way in the vicinity of W. Loomis Rd. and the east-bound I894 on-ramp within the 4300 block of W. Loomis Rd.

WHEREAS, the City owns excess right-of-way in the general vicinity of W. Loomis Rd. and the east-bound I-894 on-ramp, of which a portion is improved S. 43 St. right-of-way, at the northwest corner of Tax Key No. 601-1002-000; and

WHEREAS, following due notice and publication the Common Council has conducted a public hearing to determine whether it is appropriate to discontinue the S. 43 St. right-of-way and general right-of-way at the northwest corner of Tax Key No. 601-1002-000; and

WHEREAS, based upon the materials on file and the comments received at the public hearing, the Common Council has determined that the public interest requires the vacation of S. 43 St. right-of-way and general right-of-way at the northwest corner of Tax Key No. 601-1002000 that is more specifically shown and described in the attached Exhibit A; and

WHEREAS, the Common Council further finds that the public road right-of-way which is hereby to be vacated lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, that the 480 feet of the S. 43rd Street right of way that is more specifically shown and described in the attached Exhibit A is hereby vacated and discontinued.

BE IT FURTHER RESOLVED, that right-of-way in the vicinity of W. Loomis Rd. and the east-bound I-894 on-ramp within the 4300 block of W. Loomis Rd. so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the lands which immediately abut thereto, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way except for the rights of the public to a public purpose easement for utilities within the vacated area pursuant to the provisions of sections 66.1003 and 66.1005 of the Wisconsin Statutes.

INTRODUCED by the Common Council of the City of Greenfield on the 15th day of March, 2022.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 3rd day of May, 2022.

APPROVED:

eSigned via SeamlessDocs.com
Key: b590673ed3a3d7558460bf2302583324

Michael J. Neitzke, Mayor

ATTEST:

eSigned via SeamlessDocs.com
Jennifer Goergen
Key: b25e6a0c640784ce312df7a1e7a3b180

Jennifer Goergen, City Clerk

cc: Engineering Division

S:\Planning\TIF #8 - The Interchange\S. 43 St. ROW vacation (2022)\resolution - vacation and discontinuance 5-3-22.docx

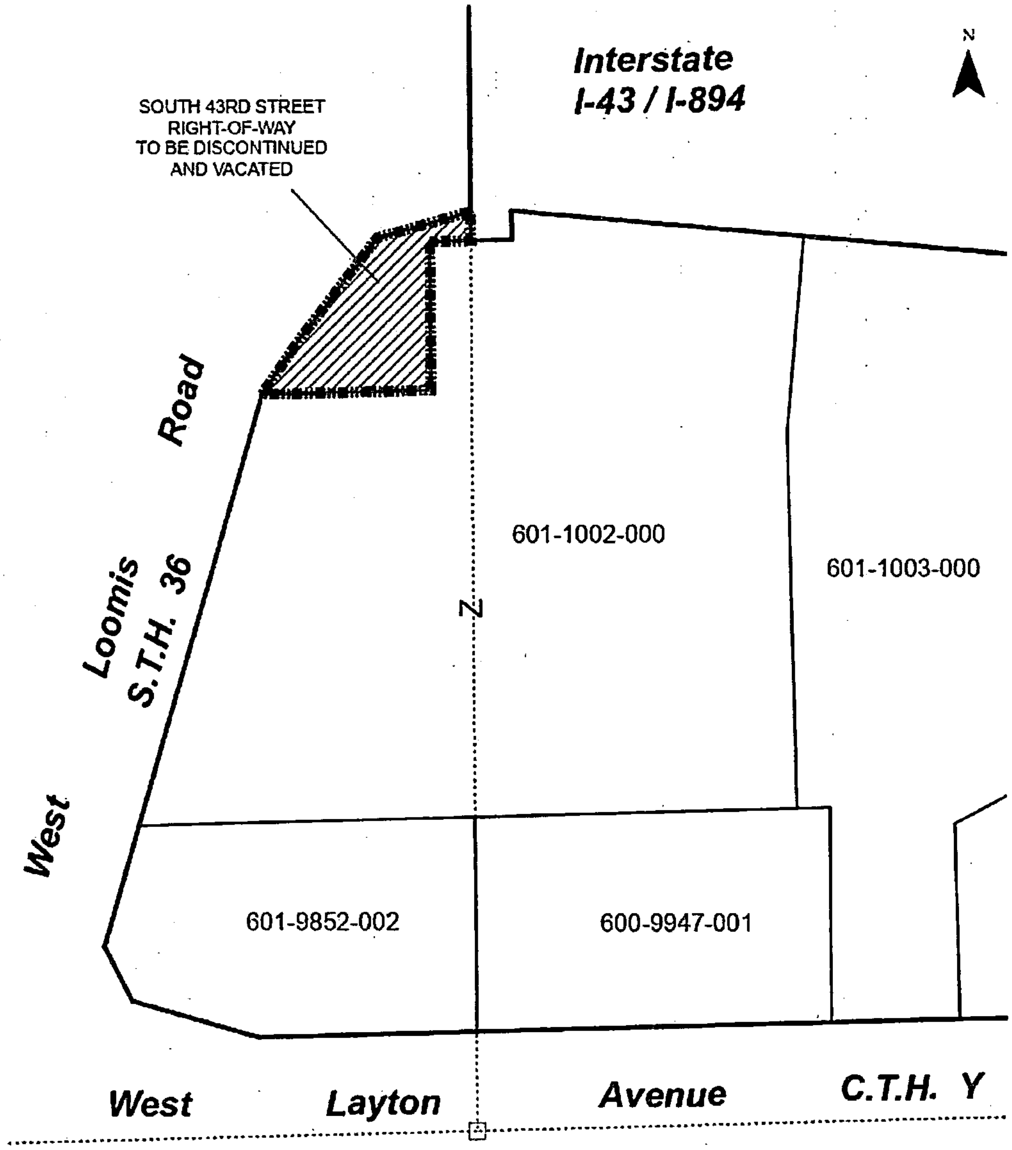
Exhibit A

Legal Description:

Being a part of the Southeast ¼ of Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence North 00°20'39" West along the East line of said 1/4 Section 448.56 feet to a point; thence South 88°38'51" West, 24.75 feet to the point of beginning of lands to be described; thence South 88°38'51" West, 102.47 feet to a point on the Southeasterly right-of-way line of West Loomis Road; thence North 33°55'29" East along said Southeasterly right-of-way line, 36.72 feet to a point; thence North 37°32'05" East along said Southeasterly right-of-way line, 81.29 feet to a point; thence North 74°31'29" East along said Southeasterly right-of-way line, 58.66 feet to a point on the East line of said ½ Section; thence South 00°20'39" West along said East line, 17.58 feet to a point on the North line of Lot 1 of Certified Survey Map No. 9375; thence South 89°39'21" West along said North line, 24.75 feet to a point; thence South 00°20'39" East along the Westerly line of said Certified Survey Map, 90.46 feet to the point of beginning. Retaining therefrom, the entire described area as a Municipal Purpose Easement.

Map of Right-of Way Discontinuance:



CERTIFICATION

I hereby certify that this document is a true and correct copy of Resolution No. 3859 adopted by the Common Council of the City of Greenfield, Wisconsin, at a regular meeting of said Common Council held on the 3rd day of May, 2022.

Dated this 9th day of May, 2022.

Jennifer Goergen, City Clerk

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 21, 2022

RELATING TO:

Approve **an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Powerline Trail Phase 2.**

SUMMARY:

This Wisconsin DOT grant will fund 80% of $1,044,681 for the design and construction of the Powerline Trail Phase 2.

The project will extend the Powerline Trail east from 60th Street to 35th Street and Pondview Park.

This grant will be combined with a $249,975 DNR grant we received earlier this year.

One half mile of the trail is in the city of Milwaukee. Milwaukee will pay its proportionate share of the grant match.

Greenfields share of the grant match will be included in future capital improvement budgets.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 2980-22-00					
Design	$100,790.00	$80,632.00	80%*	$20,158.00	20%*
Design Review #	$14,990.00	$11,992.00	80%*	$2,998.00	20%*
ID 2980-22-70					
Participating Construction	$920,213.00	$736,170.40	80%*	$184,042.60	20%*
Participating Construction Review #	$8,688.00	$6,950.40	80%*	$1,737.60	20%*
Non-Participating Construction			0%	$0	100%
Total Est. Cost Distribution	$1,044,681.00	$835,744.80	MAX	$208,936.20	N/A

ATTACHMENTS: **KEY ISSUES** ___ **BACKGROUND** ___ **RESOLUTION** __ **FISCAL NOTE** ___

MOTION ___ **OTHER** __

By: ______________________________________

Michael J. Neitzke
Mayor   Date ________________

By: ______________________________________

Jennifer Goergen
City Clerk   Date ________________

By: ______________________________________

Paula Schafer
Finance Director   Date ________________

By: ______________________________________

Brian Sajdak
City Attorney   Date ________________
Approved as to form

STATE/MUNICIPAL AGREEMENT FOR CONGESTION MITIGATION & AIR QUALITY PROJECTS Subprogram #: 211 Program Name: CMAQ	Date: May 31, 2022 I.D.: 2980-22-00/70 DUNS ID: TBD Project Title: POWERLINE TRAIL PHASE 2 Location/Limit: 60TH-PONDVIEW PARK & 40TH-HOWARD Project Length (if applicable): 1.65 miles Project Sponsor: City of Greenfield County**:** Milwaukee MPO Area (if applicable): SEWRPC

The signatory, the **City of Greenfield**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U.S.C. 149.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Corridor is lacking facilities for bicyclists and pedestrians. Connection to phase 1 segment will provide more opportunity

Proposed Improvement - Nature of work: Construction of a second section of the Powerline Trail along the We Energies corridor. The trail will start at S 60^{th} St and extend to Pond View Park located E of S 35thSt. The terminus at Pond View Park will connect into a trailhead and the Parks Trail system. The trail will also provide a spur into Zablocki Park and its trail system and the transportation corridor along Howard Avenue.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 CMAQ project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of $835,744.80 for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the $835,744.80 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

Project Award date: February 24, 2022

Sunset date: June 30, 2030

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 2980-22-00					
Design	$100,790.00	$80,632.00	80%*	$20,158.00	20%*
Design Review #	$14,990.00	$11,992.00	80%*	$2,998.00	20%*
ID 2980-22-70					
Participating Construction	$920,213.00	$736,170.40	80%*	$184,042.60	20%*
Participating Construction Review #	$8,688.00	$6,950.40	80%*	$1,737.60	20%*
Non-Participating Construction			0%	$0	100%
Total Est. Cost Distribution	$1,044,681.00	$835,744.80	MAX	$208,936.20	N/A

*This project has a CMAQ federal funding maximum of $835,744.80. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Greenfield______________________________
(please sign in blue ink)

Name	***Title***	***Date***

Signed for and in behalf of the **State**______________________________
(please sign in blue ink)

Tony Barth	SE REGION PLANNING CHIEF	
Name	***Title***	***Date***

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All applicable DBE requirements that the State specifies.

    d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Congestion Mitigation and Air Quality Improvement Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering.

i. State Review Services.

6. Project items purchased with federal funding are for the primary use of the CMAQ project.

7. State Disbursements:

a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Real estate for the improvement.

d. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

e. Conditioning, if required and maintenance of detour routes.

f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

g. All work related to underground storage tanks and contaminated soils.

h. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.

12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.

20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

23. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).

24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

26. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

    f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    g. Provide maintenance and energy for lighting.

    h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

27. It is further agreed by the Project Sponsor that:

    a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

    b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such “Manual on Uniform Traffic Control Devices” as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

    a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

    b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;

    d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

    e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

31. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

32. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

33. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State’s sovereign immunity.

PROJECT FUNDING CONDITIONS

35. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department’s authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

36. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

    Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 CMAQ project funding conditions:

    a. ID 2980-22-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

    b. ID 2980-22-70: Construction:

    i. Costs for construction of Powerline Trail extension and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap

    ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.

    c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement**,** whichever is less**.** The project federal funding maximum of $835,744.80 is cumulative for all federal funded project phases.

[End of Document]

CITY OF Greenfield
Pledged to Progress

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 21, 2022

RELATING TO:

Approve an agreement with STC Five LLC for the existing cell tower on the city's Turf Skatepark property.

SUMMARY:

There is an existing cell tower on the city's Turf Skatepark property.

We currently lease land to the tower owner for an **existing annual rent of $8,294**.

We have negotiated a new lease with the following terms:

- **2022 annual rent of $48,000**
  Annual base rent of $36,000 + $12,000 total for two existing antennas
- Total projected rent of **$1,815,984 over 25 Years**
  Five terms of five years each (25 years) with a ***20% escalator per term***
- Potential $6,000 for each additional antenna added in the future
  Subject to same 20% escalator per term
- $30,000 signing bonus

Per our agreement with the Wisconsin Department of Transportation, the land is to remain a park. Revenue generated by the cell tower lease will be used to fund the skatepark.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION __ FISCAL NOTE ___**

MOTION ___ OTHER __

CELL TOWER LICENSE AGREEMENT

THIS CELL TOWER LICENSE AGREEMENT (this "**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Greenfield, Wisconsin, a Wisconsin municipal corporation and public entity having a mailing address of 7325 W. Forest Home Avenue, Greenfield, WI 53220 (hereinafter referred to as "**Licensor**") and STC Five LLC, a Delaware limited liability company, by and through its attorney-in-fact Global Signal Acquisitions II LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "**Licensee**"). Licensor and Licensee are collectively referred to herein as the "**Parties**" and individually as a "**Party.**"

RECITALS

WHEREAS, Jerry G. Steuernagel ("**Original Licensor**") and Sprint Spectrum L.P., a Delaware limited partnership ("**Original Licensee**") entered into that certain PCS Site Agreement dated May 30, 1996 as amended by the First Amendment to the PCS Site Agreement dated July 2, 2008 (collectively referred to herein as the "**Original Agreement**") in connection with a wireless communication facility located at 4267 W. Loomis Road, Greenfield, Wisconsin 53228 (APN 600-9955-004) as legally described and depicted in **Exhibit A**, attached hereto and made a part hereof by this reference ("**Property**"), and owned by Original Licensor; and

WHEREAS, Licensee is the successor-in-interest to the Original Licensee; and

WHEREAS, Licensor is the current owner of the Property; and

WHEREAS, Licensor and Licensee have been Parties to the Original Agreement, which is in holdover, and they wish to now enter into this Agreement and terminate the Original Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto mutually agree as follows:

1. INCORPORATION OF RECITALS; RATIFICATION.

(a) The Recitals above are incorporated into this Agreement as if fully set out herein.

(b) Licensor and Licensee hereby acknowledge, ratify, and confirm each Party's interest in and to this Agreement, and that each has the full legal right and authority to execute this Agreement.

2. PROPERTY; PREMISES; ACCESS ROUTE; PERMITTED USE.

(a) Licensor grants to Licensee an exclusive license to that certain portion of the Property comprising exactly 2,500 square feet of ground space as described in **Exhibit A** attached hereto and made a part hereof by this reference and depicted in **Exhibit A-1** attached hereto and made a part hereof by this reference ("**Premises**"), together with a non-exclusive access route across the Property as described in **Exhibit B**, attached hereto and made a part hereof by this reference and depicted in **Exhibit B-1** attached hereto and made a part hereof by this reference ("**Access Route**").

(b) The Parties acknowledge that Licensee's access to the Access Route from eastern boundary of the Property requires Licensee to traverse on, over through or across private property(ies) not owned by Lessor. Licensee, at its sole cost and expense, shall be responsible for obtaining the requisite authorization from such third parties for such access.

(c) Licensee is permitted to use the Premises for the transmission and reception of radio communication signals and construction, installation, operation, maintenance, repair, modification, upgrade, removal or replacement of Licensee's equipment, personal property and improvements associated with Licensee's personal wireless service facilities as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C) ("**Facility**"). Licensee is permitted to use the Access Route for lawful vehicular and pedestrian access to the Facility and the installation and maintenance of utilities between Facility and the nearest public road adjacent to the Property.

(d) The use of the Premises is limited to the operation of the Facility and those uses necessary to operate the Facility. Licensee shall not use the Premises for any use not authorized in this Agreement. Should Licensor at its sole discretion grant Licensee approval for any operation on the Premises other than that of the Facility, such approval shall be in writing. The payment due to Licensor for the operation and/or placement of any equipment or other facilities that are not permitted in this Agreement will be at the rate determined by Licensor.

(e) **Exhibit A**, **Exhibit A-1**, **Exhibit B,** and **Exhibit B-1** shall not be modified without prior written approval of Licensor, which approval shall be in Licensor's sole discretion and shall be in the form of a written amendment to this Agreement signed by both Parties.

3. <u>TERM.</u>

(a) The initial term of this Agreement shall be five (5) years (the "**Initial Term**") from the Effective Date and will terminate on the fifth (5th) anniversary of the Effective Date at 11:59 p.m. local time.

(b) This Agreement will automatically renew for up to four (4) additional terms of five (5) years each (each additional term shall be defined as a "**Extension Term**") upon the same terms and conditions in this Agreement, unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then-existing Extension Term.

(c) If Licensee remains in possession of the Premises after the termination or expiration of this Agreement, regardless of whether the termination occurs during the Initial Term or an Extension Term,, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**") and subject to the terms and conditions of this Agreement except that the License Fee (as defined in Section 5 below) for the Holdover Term shall be equal to one hundred fifty percent (150%) of the License Fee in effect immediately prior to the Holdover Term ("**Holdover License Fee**"). Holdover License Fee will automatically increase at the beginning of each anniversary of the Holdover Term by an amount equal to three percent (3%) over the License Fee immediately prior to each anniversary.

(d) The Initial Term, any Extension Term, and any Holdover Term are collectively referred to herein as the "**Term**".

4. ADMINISTRATIVE FEE. In consideration of inducing Licensor to enter into this Agreement, Licensee will pay to Licensor a one-time, fully earned, non-refundable amount of THIRTY THOUSAND and 00/100 DOLLARS ($30,000.00) ("**Administrative Fee**"), payable within thirty (30) days of the full execution of this Agreement, which is not an offset to any License Fee or any other monies that Licensee may owe to Licensor.

5. LICENSE FEE. Licensee shall pay Licensor annual license fee in the amount of THIRTY-SIX THOUSAND and 00/100 DOLLARS ($36,000.00) ("**License Fee**"), paid in full in advance, without offset or deductions, on or before each anniversary of the Effective Date. The initial License Fee payment shall be paid to Licensor within thirty (30) days after the Effective Date. License Fee will automatically increase at the beginning of each Extension Term by an amount equal to twenty percent (20%) of the License Fee over the previous Extension Term.

6. APPROVALS.

(a) Licensee, at Licensee's sole cost and expense, is solely responsible to secure all required governmental permits prior to constructing any permitted installations within the Premises. Licensor shall reasonably cooperate with Licensee's efforts to secure such governmental permits.

(b) Except in an emergency where Licensee's service is non-operational, Licensee will notify Licensor at least ten (10) business days prior to commencing Licensee's installation, modification, repair, or removal work on the Premises, and must coordinate with Licensor to ensure that any such non-emergency activities will not interfere with Licensor use of the Property.

7. MAINTENANCE/UTILITIES.

(a) Licensee will at all times keep and maintain the Premises and the Access Route in good and clean condition. Licensee shall be responsible for repairs and maintenance to the extent caused by or attributable to Licensee, including its agents, employees, contractors, subcontractors or Subtenants (as defined in Section 13 in this Agreement) that also visit or use the Premises and the Access Route.

(c) Licensee shall at its sole cost and expense promptly repair any damage to the Premises or Property to the extent caused by Licensee or attributable to its use of the Premises during construction, operation, maintenance, and repairs of the Facility, or caused by the negligence or willful misconduct of Licensee, including its agents, employees, contractors, subcontractors or Subtenants. Licensee shall repair the Premises or Property to substantially the condition in which it existed upon the start of construction.

(d) Licensee must repair damages caused by Licensee, including its agents, employees, contractors, subcontractors or Subtenants, within five (5) calendar days from the time of Licensee's receipt of notification by Licensor of such damage, provided however, Licensee shall have additional time to repair such damages so long as it commences to repair within the initial five (5) days and thereafter diligently pursues such cure to completion. Licensee agrees to bear all costs associated with the repair to the extent caused by Licensee, including labor and material costs reasonably incurred by Licensor to repair such damage if neglected by Licensee.

8. ACCESS.

(a) Licensor agrees to allow Licensee access to the Premises twenty-four (24) hours each day of the year.

9. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement:

i. non-payment of License Fee if such License Fee remains unpaid for more than fifteen (15) days after receipt of written notice from Licensor of such failure to pay; or
ii. Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has materially commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Licensee's default and to charge the costs of such cure to Licensee.

(b) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure will be deemed a default by Licensor and a breach of this Agreement. No such failure, however, will be deemed to exist if Licensor has materially commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor.

(c) If Licensor remains in default beyond any applicable cure period, Licensee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee.

10. TERMINATION. This Agreement may be terminated only as provided herein:

(a) by either Party on thirty (30) days prior written notice, if the other Party remains in default under Section 9 of this Agreement after the applicable cure periods have expired;

(e) by Licensee upon written notice to Licensor, if Licensee after making its best efforts is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for operation of the Facility as now or hereafter intended by Licensee;

(f) by Licensee upon thirty (30) days prior written notice to Licensor for any or no reason, so long as Licensee accompanies its written notice to Licensor with an early termination fee equal to the lesser of twenty four (24) months' License Fee at the then current rate or the balance of the remaining License Fee for the then current 5-year Term, provided, however, that no such early termination fee will be payable on account of the termination of this Agreement by Licensee under any one or more of the following sections in this Agreement: Section 10(a) if termination is solely due to Licensor's uncured breach; Section 20 (Severability); Section 21 (Condemnation); or Section 22 (Casualty) if termination is solely due to casualty caused by Licensor. Notwithstanding the foregoing, in the event Licensee shall elect not to extend this Agreement pursuant to Section 3(b) above, no early termination fee shall be charged to Licensee.

(g) Should this Agreement be terminated by either Party hereto prior to the natural expiration of this Agreement, Licensee shall on the date of termination cease all radio frequency communications from the Premises.

11. REMOVAL/RESTORATION.

(a) All substructures, structures, enclosures, cables, antennas, and the like brought on to the Premises by or at the direction of Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. The Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.

(b) Notwithstanding the foregoing, within sixty (60) days after the expiration or earlier termination of this Agreement (the "**Restoration Period**"), Lessee, at its sole cost and expense, will completely remove all of its personal property, including above and below ground improvements, three (3) feet below grade, and return the surface of the Premises to the good condition that existed prior to Licensee's use of the Premises, reasonable wear and tear excepted. In addition, Licensee will remove all of its personal property from the Premises or the Property.

(c) Licensee shall continue to pay the appropriate Holdover License Fee until all of the requirements of this Section 11 are met.

12. INSURANCE AND INDEMNITY.

(a) At all times during the Term of this Agreement, Licensee at its own cost and expense shall cause its insurance provider(s) to deliver to Licensor an endorsed copy of its insurance meeting all insurance coverage requirements set forth in this Section 12 covering risks associated with and flowing from the course of performance of Licensee's installation, operation, modification, repair, and removal of the Facility.

(b) Required Policies and Limits. Licensee shall, at Licensee's sole cost and expense, carry and continue in force during the Term of this Agreement all of the following coverages at the specified levels for itself and its agents, contractors, and subcontractors:

i. Commercial General Liability Insurance (including bodily injury, personal injury, property damage, completed operations/products, fire damage, and contractual liability) as follows:

1. Each Occurrence limit:	$1,000,000
2. Personal and Advertising Injury limit:	$1,000,000
3. General aggregate limit (other than Products–Completed Operations) per location:	$2,000,000
4. Products–Completed Operations aggregate:	$2,000,000
5. Fire Damage limit — any one fire:	$250,000
6. Medical Expense limit — any one person:	$5,000

ii. Umbrella Liability providing coverage at least as broad as all the underlying liability policies with a minimum limit of $1,000,000 each occurrence and $1,000,000 aggregate, and a maximum self-insured retention of $25,000. The Umbrella Liability must be primary and non-contributory to any insurance or self-insurance carried by Licensor.

iii. "All-risk" property insurance covering Licensee's personal property and Premises for full replacement costs with no coinsurance penalty provision.

(c) Contractor's Bond and Insurance. Licensee shall require its contractor(s) and subcontractor(s) to provide Licensor with certificates of insurance reflecting the types and levels of coverage set forth in Section 12(a) in this Agreement, upon Licensor's request.

(d) Increase in Policy Amount. During the Term of this Agreement Licensor retains the right to require Licensee to increase to insurance amounts specified in dollars in Section 12(a) of this Agreement by no more than five percent (5%).

(e) Required Endorsements. Commercial General Liability Insurance and Umbrella Liability Insurance policies must contain the following endorsements: (1) include Licensor, its officers, agents, employees, appointed officials and volunteers as additional insureds ("**Additional Insured**") on endorsements forms in the following ISO format, or substantially similar to the same: CG 20 10 (ongoing operations) and/or CG 20 37 (completed operations); (2) that such policies are primary insurance to any other insurance available to Licensor and Additional Insureds with respect to any and all liabilities, losses, costs, claims, judgements, settlements, damages, liens, fines penalties and expenses, where direct or indirect that many be caused, in whole or in part, by Licensee in connection with this Agreement ("**Claim**"); (3) that such insurance applies separately to License and each Additional Insured against whom a Claim is made or brough, except with respect to limits and; (4) that such policies provide for the severability of interests that an act or omission of Licensee would void or otherwise reduce coverage shall not void or otherwise reduce coverage below the minimum requirements under Section 12(a) of this Agreement as to any other insured, including Licensor and Additional Insured.

(f) Primary and Non-Contributory Requirement. The policies required under this Section 12 shall constitute primary insurance as to Licensor, its officers, agents, employees, appointed officials and volunteers, as relates to Licensee's operations and is not secondary or in any way subordinate to any other insurance or coverage maintained by Licensor, whose insurance is non-contributory in this respect. Commercial General Liability and Umbrella Liability Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits where commercially feasible. There shall be no prohibition against payment of a deductible in the event of the named insured's failure to do so.

(g) Insurer Qualifications. All policies required herein in this Section 12 shall be written by an insurer authorized to do business in the State of Wisconsin with a general policyholder's rating of not less than an "A-, VII" in the most current A.M. Best's Key Rating Guide, which standards shall be met by such issuing company and not by means of the standing or assets of their parent, subsidiary or affiliate entities.

(h) Cancellation/ Non-Renewal. Licensee will provide at least 30 days written notice of cancellation or any non-renewal of any required coverage that is not replaced.

(i) Certificates. On or before the Effective Date, Licensee shall deliver to Licensor all insurance certificates on ACORD form certification of insurance or equivalent signed by an authorized insurance representative evidencing the endorsement and required coverage under this Agreement. In addition, Licensee shall promptly deliver to Licensor all certificate sand required endorsements after Licensee receives a request from Licensor. All forms as described in \ Section 12(e) of this Agreement must be attached to the ACORD form certificate of insurance.

(j) Waiver of Subrogation. Licensee and Licensee's insurers each hereby waives any right of recovery against the Additional Insured for any loss or damage sustained by Licensee with respect to the Premises, in whole or in part, the contents on, under, above or within the Premises or any operation therein, whether such loss is caused by the Additional Insured's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Licensee under this Agreement or is actually covered by insurance obtained by Licensee. Licensee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies required under this Section 12, but the failure to obtain any such endorsement will not affect the waivers in this Section 12(j).

(k) Indemnification. Except to the extent caused by the negligence or willful misconduct of the Additional Insured, Licensee agrees to indemnify, defend and hold harmless any and all Additional Insured from and against injury, loss, damage or liability (or any Claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against the Additional Insured occurring during the Term of this Agreement, or during any period of time prior to the Effective Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises, to the extent arising from:

i. any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees or Licensee, including but not limited to the installation, use, maintenance, repair or removal of personal property;
ii. any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants or employees;
iii. any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof arising from the negligence or willful misconduct of Licensee, its employees, contractors or agents, unless related to the negligence or willful misconduct of Licensor, its employees, contractors or agents; and
iv. any failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement to be performed or complied with by Licensee.

(l) Release. Notwithstanding anything to the contrary in this Agreement, Licensee and Licensor waive any claims that such Party may have against the other with respect to consequential, incidental, punitive, indirect or special damages. Licensee hereby releases the Additional Insured from, and shall not hold all or any Additional Insured liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the negligence or willful misconduct of Additional Insured. Further, the Additional Insured shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 12.

(m) No Limitation on Licensee's Indemnification Obligation. Licensee's insurance obligations under this Section 12 in no way limits Licensee's liability to Licensor or any other party, nor relieves or modifies Licensee's liability or obligations to indemnify, protect and hold harmless Licensor and Additional Insured under any other provision this Agreement.

13. ASSIGNMENT AND SUBLETTING.

(a) Licensee will not assign or transfer this Agreement, or all or any portion of the Premises without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee may assign or sublet without Licensor's prior written consent to any party controlling, controlled by or under common control with Licensee or to any party which acquires substantially all of the assets of Licensee.

(b) Licensee may sublicense all or any portion of the Premises upon prior written notice to Licensor. Licensee shall pay an annual Collocation Fee (as defined in Section 13(c) below) for each existing and future subtenant (each individually a "**Subtenant**") who enters into any form of collocation or use agreement by and between Licensee and each Subtenant for the use of any portion of the Premises (each a "**Collocation Agreement**") either prior to or after the Effective Date.

(c) The collocation fee shall be an annual payment of additional consideration equal to SIX THOUSAND DOLLARS and 00/100 DOLLARS ($6,000.00) ("**Collocation Fee**"). The Collocation Fee will automatically increase at the beginning of each Extension Term by an amount equal to twenty percent (20%) of the Collocation Fee over the previous Extension Term. The initial payment of the Collocation Fee shall be due within thirty (30) days of the Effective Date. Thereafter, the Collocation Fee payment shall be paid at the same time as the annual License Fee is paid. In the event a Collocation Agreement with a Subtenant expires or terminates, Licensee's obligation to pay the Collocation Fee shall terminate upon the date of such termination and Licensor shall retain all of the prepaid Collocation Fee.

(d) On each annual anniversary of the Effective Date, Licensee shall automatically provide to Licensor a written business summary report pertaining to Licensee's rent obligations for Subtenants for the prior twelve (12) month period. Licensor shall send such written request to Licensee's notice address as set forth in the Agreement.

(e) Notwithstanding the foregoing, Licensor shall not be entitled to receive any portion of any sums paid by a Subtenant to reimburse Licensee, in whole or in part, for any improvements to the Premises or any structural enhancements to the Facility located on the Premises.

(f) Licensee has no right whatsoever to extend the term of any Collocation Agreement to permit the use and/or occupancy of the Premises beyond the natural expiration or after the termination of this Agreement. Any such agreement that permits such use and/or occupancy shall be deemed *void ab initio* and shall have no legal effect as to Licensor upon the natural expiration or earlier termination of this Agreement.

14. <u>WARRANTIES.</u>

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the Party set forth as signatory for the Party below.

(b) Licensee represents and warrants that:

a. Licensee, throughout the Term of this Agreement, will be solely responsible for compliance with any and all of the Federal Communications Commission's

("FCC's") radio frequency ("RF") emissions standards and exposure limits as may now or at any time hereafter be in effect; and

b. Licensee agrees to be solely responsible for any injury, loss, damage or liability of any kind (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Licensee or Licensor occurring during the Term of this Agreement, or during any period of time after the Effective Date hereof, that may result from Licensee's noncompliance or claims of noncompliance with the FCC's RF emissions standards and exposure limits as may now or at any time hereafter be in effect.

15. <u>ENVIRONMENTAL.</u>

(a) Licensor represents and warrants that the Property has been and is upon the Effective Date used as a recreational facility. Licensee represents and warrants that the Premises has been and is upon the Effective Date used to install, operate and maintain Facility.

(b) Licensor and Licensee agree that each Party will be responsible for its own compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that Party's activity conducted in or on the Property.

(c) The indemnifications of this Section 15 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 15 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that are not disclosed herein, which in Licensee's reasonable determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee reasonably believes that the leasing or continued leasing of the Premises would unreasonably expose Licensee to undue risks of government action, intervention or third-party liability, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon notice to Licensor.

16. <u>NOTICES.</u>

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid, to be effective when properly sent and received or when properly sent and rejected or refused by the recipient. Notices will be addressed to a Party as follows:

If to Licensee:

STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

If to Licensor:

City of Greenfield
ATTN: City Clerk
7325 West Forest Home Ave.
Greenfield, WI 53220

With a simultaneously-delivered true and complete copy
to Licensee's Legal Counsel:

City of Greenfield
ATTN: City Attorney – LEGAL NOTICE
7323 West Forest Home Ave.
Greenfield, WI 53220

(b) The copy sent to a Party's Legal Counsel is a mandatory administrative step which alone does not constitute legal notice.

(c) Either Party hereto may change the name and place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. RECORDATION.

(a) Licensee at its sole cost and expense shall have the right to record a memorandum of this Agreement. Other than Licensee, no Subtenant or customer of Licensee is permitted to record any document against the Property in its chain of title records maintained by the county recorder's office in the county where the Property is located.

(b) Within the Restoration Period, Licensee at its sole cost and expense shall execute and cause to be recorded a legally sufficient document to terminate all of Licensee's rights in Licensor's Property in favor of Licensor and provide Licensor with the recorded original.

18. EXHIBITS.

(a) The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Legal Description of the Property and Premises

Exhibit A-1	Site Plan Depicting the Property and Premises
Exhibit B	Legal Description and Survey Depicting of the Access Route
Exhibit B-1	Site Plan Depicting the Access Route

(b) In the event of any discrepancy between the words in this Agreement and any exhibit listed above, the written words in this Agreement shall control.

19. INTERFERENCE. Neither Party shall cause materially harmful interference with the other Party's equipment at the Property or with any of the other party's radio communications where such communications are operated within their respective frequencies in accordance with all applicable laws and regulations. In the event that either Party's equipment causes such interference to the other Party, the Party alleging interference shall notify the other Party in writing of such alleged interference with specific and detailed information regarding the alleged source and cause of such alleged interference, and the alleged interfering Party will take all reasonable steps necessary to correct and eliminate the alleged interference, including but not limited to powering down such equipment and later powering up such equipment for intermittent testing. In no event will either Party be entitled to terminate this Agreement under this Section 19 so long as the alleged interfering Party is making a continuing good faith effort to remedy the alleged interference issue or the alleged interfering Party has reasonably shown that the alleged interference is not within the control of the alleged interfering Party.

20. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining provisions and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially and negatively impacts the fundamental purpose and extent of this Agreement then this Agreement may be terminated by either Party on ten (10) business days prior written notice to the other Party hereto.

21. CONDEMNATION. In the event Licensor or Licensee receives notification of any condemnation proceedings affecting the Property, the receiving Party will provide notice of the proceeding to the other Party within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient to render the Premises unsuitable for Licensee in Licensee's reasonable determination, then this Agreement will terminate as of the date the title vests in the condemning authority. Each Party hereto shall make its own claims in any condemnation proceeding.

22. CASUALTY. Licensor will endeavor to provide written notice to Licensee of any material casualty affecting the Property within two (2) working days of Licensor's awareness of the casualty. If any part of the Premises or Property is damaged by fire or other casualty not caused by or attributable to Licensee or Licensee's operations, agents, employees, contractors, subcontractors or Subtenants so as to render the Premises unusable in Licensee's reasonable determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such damage or destruction. Notwithstanding the foregoing, Licensee shall continue to pay the appropriate Holdover License Fee until all of the requirements of Section 11 (Removal/Restoration) are met.

23. **TAXES**. Licensee shall be responsible and pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Property, including the Premises. Licensee hereby agrees to reimburse Licensor for any personal property taxes in addition to any increase in real property taxes levied against the Property, to the extent both are directly attributable to Licensee's improvements on the Premises, provided, however, that Licensor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Licensee) of such personal property taxes or real property tax increase to Licensee along with proof of payment of same by Licensor. Subject to the requirements set forth in this Section 23, Licensee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Licensor. Licensee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Licensee.

24. **BANKRUPTCY.**

(a) Licensor and Licensee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement if Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "**Proceeding**") under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "**Bankruptcy Code**"), this Agreement is and shall be treated for all purposes and considered for all intents as an unexpired Lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

(b) Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Licensor, shall be the exclusive property of Licensor, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Licensor's property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

25. **MISCELLANEOUS.**

(a) This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and executed by both Parties.

(b) Neither Party hereto is represented in this transaction by a broker, agent or commission salesperson (a "**Representative**") and each Party shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. At all times, Licensee and Licensor shall indemnify and hold each other harmless from and against any claim to a fee, commission or other compensation asserted by any such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

(c) Licensor and Licensee agree that in granting this Agreement, Licensor is acting solely in its proprietary function as the landowner. The Parties further agree that any provisions of 47 USC § 1455 *et seq.* or any other state or federal laws or regulations applicable to the City of Greenfield, Wisconsin operating in its governmental zoning and permitting authority are completely inapplicable to this Agreement.

(d) The section titles in this Agreement are for merely for convenience only and have no legal or contractual effect upon this Agreement.

(e) Provisions and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, whether or not specifically required in any section or provision of this Agreement.

(f) No employees, officers, elected and appointed officials, volunteers, and contractors of either Party shall be personally liable for any default or liability under this Agreement.

(g) Licensee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Licensee's performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

(h) Time is of the essence in this Agreement.

(i) Any claim by Licensee against Licensor hereunder shall be subject to Wis. Stat. § 893.80 (the "**Act**"). The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to Licensor shall be irrevocably waived if not made within six (6) months after Licensee's discovery of the accrual of the cause of action.

(j) This Agreement shall be construed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the Milwaukee County Circuit Court in Milwaukee County, Wisconsin (the "**Court**"). All Parties to this Agreement and any claiming rights under this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement. The prevailing party in any final or non-appealed litigation decided on the merits arising hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, not to exceed the hourly fees paid by Licensor to its city attorney, if such fees and costs are granted by the Court. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process.

(k) Licensor is a public agency under the laws of the State of Wisconsin. Licensee and Licensor acknowledge that this Agreement is a public record subject to public disclosure as specified by the Wisconsin Open Records Law, Wis. Stat. § 19.21 *et seq*.

(l) This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Licensor and an authorized agent of Licensee. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(m) Either Party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable memorandum or short form of this Agreement. Either Party may record the memorandum or short form of this Agreement at any time, in its absolute discretion.

(n) The provisions and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.

(o) Each Party agrees to furnish to the other such truthful estoppel information related to this Agreement as the other may reasonably request.

(p) The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee.

(q) The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a cure or waiver of such breach unless expressly agreed to and set forth in writing by Licensor, which Licensor may deny or withhold for any or no reason.

(r) The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

(s) This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the last date written below.

Licensee:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By: Lori Lopez
Lori Lopez, Mgr RE Transactions

Date: 5/31/22

Licensor:

CITY OF GREENFIELD, WISCONSIN,
a Wisconsin municipal corporation

By: ______________________________
Michael J. Neitzke, Mayor

Date: ______________________________

Date: ______________________________

ATTEST:

By: ______________________________
Jennifer Goergen, Clerk

Date: ______________________________

By: ______________________________
Paula Schafer, Finance Director

Date: ______________________________

APPROVED AS TO FORM:

By: ______________________________
Brian Sajdak, City Attorney

Date: ______________________________

Site: Flameproof (Rebuild)
BUN: 878300
101460.003538 4876-9215-5166.3

EXHIBIT A

PROPERTY AND PREMISES DESCRIPTION

Part of Lot 1, of Certified Survey Map No. 9312, and including unplatted lands located north of said Lot 1, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

PROPERTY:

Lot 1, of Certified Survey Map No. 9312, as recorded within Certified Survey Maps of the Milwaukee County Registry, as Document No. 11105431.
Containing 100,058 square feet / 2.297 acres of land, more or less.

PREMISES:

A 50.00 foot wide x 50.00 foot wide Leased Parcel, located in part of Lot 1, of Certified Survey Map No. 9312, of Certified Survey Maps of the Milwaukee County Registry, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 6 North, Range 21 East, situated in the City of Greenfield, Milwaukee County, Wisconsin, described as follows:
Commencing at the Northwest corner of said Lot 1; thence N 88°38'14" E, along the north line of said Lot 1, 552.18 feet; thence S 01°21'46" E, at a right angle, 20.00 feet to the Point of Beginning; thence N 88°38'21" E, 50.00 feet; thence S 01°21'39" E, at a right angle, 50.00 feet; thence S 88°38'21" W, at a right angle, 50.00 feet; thence N 01°21'39" W, at a right angle, 50.00 feet to the Point of Beginning.
Containing 2,500 square feet / 0.057 acres of land, more or less.

EXHIBIT A-1

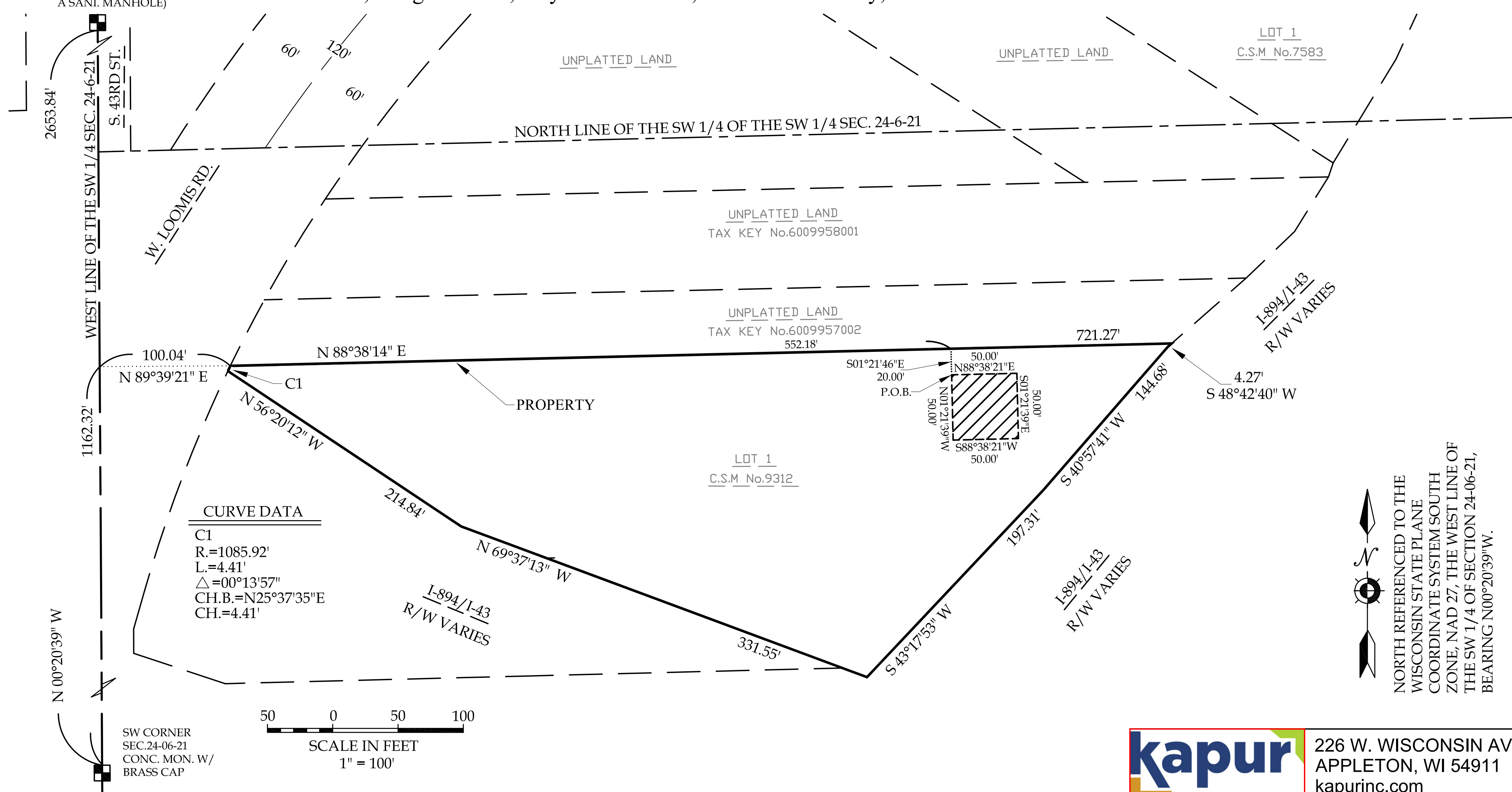
PROPERTY AND PREMISES

Part of Lot 1, of Certified Survey Map No. 9312, and including unplatted lands located north of said Lot 1, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

LEGEND:

P.O.B.= Point of Beginning

= Premises



kapur

226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

FILENAME: S:\Milw_Co\Greenfield\Gov\210468 – The Turf\Survey\DWG\210468_SR_EXH_A.dwg LAST SAVED DATE: 5/20/2022 PLOT DATE/TIME: 5/20/2022 1:42 PM PLOTTED BY: ERIK A. GUSTAFSON, PS

EXHIBIT B
ACCESS ROUTE DESCRIPTION

Part of Lot 1, of Certified Survey Map No. 9312, and including unplatted lands located north of said Lot 1, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

ACCESS ROUTE:

A 20.00 foot wide Permanent Access Easement for ingress and egress, in, over, and across a part of Lot 1, of Certified Survey Map No. 9312, of Certified Survey Maps of the Milwaukee County Registry, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 6 North, Range 21 East, situated in the City of Greenfield, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Lot 1; thence N 88°38'14" E, along the north line of said Lot 1, 602.18 feet to the Point of Beginning; thence continuing N 88°38'14" E, along said north line of Lot 1, 20.00 feet; thence S 01°21'39" E, 70.00 feet; thence N 88°38'21" E, at a right angle, 34.57 feet to the easterly line of said Lot 1; thence S 40°57'41" W, along said easterly line, 27.05 feet; thence S 88°38'21" W, 86.35 feet; thence N 01°21'39" W, at a right angle, 20.00 feet; thence N 88°38'21" E, at a right angle, 50.00 feet; thence N 01°21'39" W, at a right angle, 70.00 feet to the Point of Beginning.

Containing 3,309 square feet / 0.076 acres of land, more or less.

226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

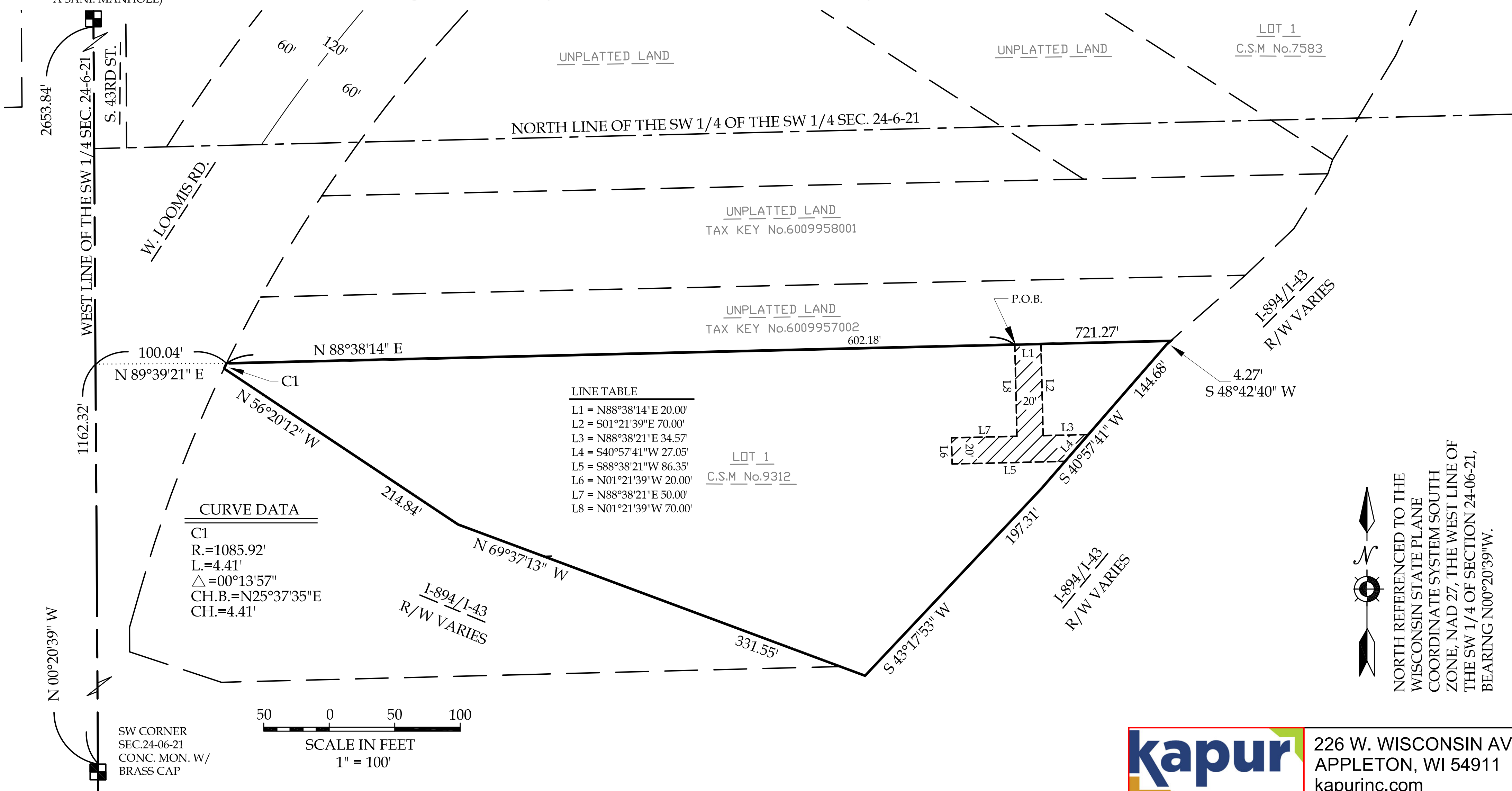
EXHIBIT B-1
ACCESS ROUTE

Part of Lot 1, of Certified Survey Map No. 9312, and including unplatted lands located north of said Lot 1, all being a part of the Southwest 1/4 of the Southwest 1/4, of Section 24, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

LEGEND:

P.O.B.= Point of Beginning

= Access Route



LINE TABLE

L1 = N88°38'14"E 20.00'
L2 = S01°21'39"E 70.00'
L3 = N88°38'21"E 34.57'
L4 = S40°57'41"W 27.05'
L5 = S88°38'21"W 86.35'
L6 = N01°21'39"W 20.00'
L7 = N88°38'21"E 50.00'
L8 = N01°21'39"W 70.00'

CURVE DATA

C1
R.=1085.92'
L.=4.41'
$\triangle$=00°13'57"
CH.B.=N25°37'35"E
CH.=4.41'

50 0 50 100
SCALE IN FEET
1" = 100'

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE SW 1/4 OF SECTION 24-06-21, BEARING N00°20'39"W.

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226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

FILENAME: S:\Milw_Co\Greenfield\Gov\210468 – The Turf\Survey\DWG\210468_SR_EXH_B.dwg LAST SAVED DATE: 5/20/2022 PLOT DATE/TIME: 5/20/2022 1:50 PM PLOTTED BY: ERIK A. GUSTAFSON, PS

CITY OF Greenfield
Pledged to Progress

Committee: Common Council | Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: June 21, 2022

RELATING TO:
Discussion/decision regarding agreement with Klemme Floats LLC.

The 4^{th} of July Parade will take place Monday July 4^{th} at 12:15PM traveling east on Layton Ave concluding at Konkel Park.

Agreement allows for Klemme Floats to construct float, deliver and pick-up upon parade's completion.

Float will contain a collection of recognizable mythical characters that will highlight and promote the many different Parks and Recreation events throughout the year.

Thank You
Scott Jaquish, Director
Department of Parks and Recreation

ATTACHMENTS: **KEY ISSUES** ___ **BACKGROUND** ___ **RESOLUTION** ___ **FISCAL NOTE** ___

MOTION ___ **OTHER** _x__

KLEMME FLOATS LLC

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

202210

Float Contract

This contract made and entered this 7th day of June, 2022 by Klemme Floats LLC and City Of Greenfield.

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

That said float is to be erected on or before Monday, July 4, 2022, and to be entered into the Greenfield 4th of July parade.

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

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

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

City Of Greenfield shall name Klemme Floats LLC as an additional insured on its comprehensive general public liability insurance policy, or other similar policy, and such insurance coverage shall remain in force while the float(s) is being used by the City of Greenfield for the 4th of July parade. On or before the date of delivery of the float(s), City Of Greenfield shall furnish Klemme Floats LLC with a certificate of insurance evidencing the above referenced insurance coverage.

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

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

Description: 1 - 16 foot float per sketch supplied by the City.

Lettering:

Specific Instructions: Tow vehicle supplied by renter. (Remove the ball from hitch we supply pin)

Price of Float: $700.00

Down Payment Upon Signing: $350.00

Balance Upon Delivery/Parade Day: $350.00

By Mark Klemme ________________ of Klemme Floats LLC

By ________________________ of City Of Greenfield

Please sign and return 1 copy with down payment

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Andrew Phillip Krueger	4895 S. Katelyn Cir 202	Greenfield, WI 53220

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

PAWNBROKER/SECONDHAND

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
AJ Collectables LLC	AJ Collectables LLC	Joshua Joel Rowell, Agent	4631 S 108th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4631 S 108TH ST
KENTON WAYNE FRITZ- MANAGER/PERSON IN CHARGE

Grand Total Licenses: 1

CLASS B LIQUOR - COMBO

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Red Lobster Hospitality LLC	Red Lobster #0146	John Orlowski, Agent	4645 S 76th ST

Premise Description:

ALCOHOL SOLD IN DINING ROOM AND BAR AREA - ONE STORY MASONRY BUILDING, 7,000 SQ FT/ALCOHOL SOLD, SERVED & STORED IN BOTH AREAS, LOCATED AT 4645 S 76TH ST.

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Outback Steakhouse of Florida LLC	Outback Steakhouse	Bradley M Hammen, Agent	8625 W Sura LN

Premise Description:

6,525 SF BUILDING WITH STORAGE FOR ALCOHOL, LOCATED AT 8625 W SURA LN

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
GD Classic Inc	Classic Lanes Greenfield	Gina Lynn Daroszewski, Agent	5404 W Layton AVE

Premise Description:

BOWLING CENTER WITH 16 LANES, BILLARDS, BAR, VIDEO GAMES, STORAGE IN BASEMENT, COOLERS AND LOCKED LIQUOR ROOM, OUTDOOR ENCLOSED AREA ON THE SOUTHEAST SIDE WITH PLANTERS - APPROXIMATELY 882 SQ. FT. LOCATED AT 5404 W LAYTON AVE.

ENTERTAINMENT

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
GD Classic Inc	Classic Lanes Greenfield	Gina Lynn Daroszewski, Agent	5404 W Layton AVE

Premise Description:

INDOOR: HAVE 16 LANE BOWLING CENTER WITH BAR, SNACK BAR, BILLIARDS, VIDEO GAMES, CD INTERNET JUKEBOX AND OCCASIONALLY A DJ OR LIVE BAND FOR SPECIAL EVENTS, FUNDRAISERS; OUTDOOR: LIVE MUSIC, DJ OR INTERNET MUSIC. LOCATED AT 5404 W LAYTON AVE.

PAWNBROKER/SECONDHAND

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
AJ Collectables LLC	AJ Collectables LLC	Joshua Joel Rowell, Agent	4631 S 108th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4631 S 108TH ST

KENTON WAYNE FRITZ- MANAGER/PERSON IN CHARGE

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Gamestop Inc	Gamestop #567	Diana Saadeh-Jajeh, Agent	7420 W Holmes AVE

Premise Description:

CONDUCT SALES OF SECONDHAND ARTICLES LOCATED AT 7420 W HOLMES AVE

NATHAN KNETTER - MANAGER/PERSON IN CHARGE

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Best Buy Stores, LP	Best Buy #25	Robert Jamsa, Agent	4610 S 76th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 4610 S 76TH ST

ROBERT ALAN JAMSA, AUDRA FINNEGAN, CHRISTOPHER FROHMADER, DANIEL FREIFELD, EVAN PELLEGRINO, HEDAYAT FALLAHI, JOSEPH HESS, KRISTOFER OLSON - MANAGERS/PERSONS IN CHARGE

Brew Town Trading Co, LLC	Brew Town Trading Co, LLC	Jeremy Frantz, Agent	4285 S 76th ST

Premise Description:

CONDUCT SALES OF SECONDHAND ARTICLES AT 4285 S 76TH ST

RORY WAGNER, JEREMY FRANZ - MANAGERS/PERSONS IN CHARGE

Volta Records LLC	Volta Records LLC	Jennifer Ann Young, Agent	5026 S 74th ST

Premise Description:

CONDUCT SALE OF SECONDHAND ARTICLES LOCATED AT 5026 S 74TH ST

JENNIFER ANN YOUNG - MANAGER/PERSON IN CHARGE

Grand Total Licenses: 9

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

06/17/2022

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Alicia Maria Garcia	4641 N 79 ST	Milwaukee, WI 53218
Amanda Jo Schloemer	5612 W Lincoln AVE Lower	West Allis, WI 53219
Andrew Phillip Krueger	4895 S. Katelyn Cir 202	Greenfield, WI 53220
Angela Michelle Gruchalski Dex	3100 W Howard AVE Apt 12	Greenfield, WI 53221
Ariel Simone Kranich	1007 N Cass ST # 411	Milwaukee, WI 53202
Ashley Louise Lucas	10508 W Lincoln AVE	Milwaukee, WI 53227
Christopher James Grabowski	825 E Mackinac AVE	Oak Creek, WI 53154
Cymon Benedict Wind	1805 E Park PL Apt 33	Milwaukee, WI 53211
Dana Renee Schilz	10365 W Plum Tree CIR 202	Hales Corners, WI 53130
David Alexander Rewolinski	6308 W Leroy AVE	Greenfield, WI 53220
Eduardo Ventura	5624 W Beloit RD	West Allis, WI 53214
Erica Jasmin Ramirez	4246 S 60th ST Apt #220	Milwaukee, WI 53220
Hector Alvarez	5564 S Buckhorn AVE	Cudahy, WI 53110
Holly Anne Kritter	222 S 3rd ST	Milwaukee, WI 53204
Jennifer Lynn Hill	10500 W Carpenter AVE	Greenfield, WI 53228
Jessica Brown	4619 S Howell AVE #2	Milwaukee, WI 53207
Jodi Bee Miller	2130 S 81st ST	West Allis, WI 53219
Joseph M Ligocki	10400 S Redwood LN	Oak Creek, WI 53154
Kathryn Marie Wand	3867 N 81st ST	Milwaukee, WI 53222
Kathy Lynne D'Andrea	8600 S Liberty LN #2414	Oak Creek, WI 53154
Lauren Leigh Kritter	2530 S Brisbane AVE Rear House B	Milwaukee, WI 53207
Leslie Valadez Servin	2220 S 57th ST	West Allis, WI 53219
Lisa Marie Weeks	3718 E Grange AVE	Cudahy, WI 53110
Margaret Hope Salehzadeh	8729 W Crawford AVE	Milwaukee, WI 53220
Margarita Limon	3806 S 17th ST	Milwaukee, WI 53221
Michelle N. Braun	711 N Chicago AVE	South Milwaukee, WI 53172
Monica M Ramirez	633B Edmund ST	Waterford, WI 53185
Nicole Marie Bettinger	2575 S Calhoun DR Apt 207	New Berlin, WI 53151
Ricardo Elias Ramirez	1901 Creekside PL	West Bend, WI 53095
Ryan Christopher Loehe	10052 W Brookshire DR	Hales Corners, WI 53130
Scott Anthony Skibosh	2144 S 97th ST	West Allis, WI 53227

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

AMUSEMENT license -tags and distributor

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
D.J. Novelty Inc	D.J. Novelty Inc	James George Grohall Sr, Agent	1949 S 72nd ST

Premise Description:

DISTRIBUTOR HOLDS 4 TAGS

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Total Amusement Inc.	Total Amusement Inc.	Larry Michael Beilfuss, Agent	1369 S 89th ST

Premise Description:

DISTRIBUTOR HOLDS 5 TAGS.

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Games Are Us Inc	Games Are Us	Steven Allan Murphy, Agent	4905 S Woodlawn PL

Premise Description:

DISTRIBUTOR HOLDS 3 TAGS.

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
National Entertainment Network, LLC	National Entertainment Network, LLC	James Francis Sevalt	246 S Taylor AVE Suite 200

Premise Description:

DISTRIBUTOR HOLDS 4 TAGS.

AMUSEMENT LICENSE - TAGS ONLY

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Meijer Stores Limited Partnership	Meijer Store #292	Jennifer Hill, Agent	5800 W Layton AVE

Grand Total Licenses: 5

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 21, 2022

RELATING TO:

Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2022.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Temporary Operator's License, Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial Building/Electrical/Plumbing.

All various dept. review/approval has occurred.

Event Date	Start Time	Beer/Band Finish	End Time
Monday, 7/4	11:00 a.m.	11:00 p.m.	11:00 p.m. (fireworks 9:45pm)

Set-up: Monday, 7/4, 8:00am
Breakdown: Monday, 7/4, 11:00pm

Applicant requesting to waive all fees.

Recommendation: Approve the Outdoor Special Event application for the Greenfield 4th of July Celebration event, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2022 and all applicable licenses/permits, waive any applicable fees, and waive the Mun. Code operating time limit of 10:00 p.m. to allow the finishing time for both beer service and band performance to be 11:00 p.m.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: June 21, 2022

RELATING TO:

Outdoor Special Event application for Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, located at 7825 W. Layton Ave., July 17, 2022.

SUMMARY:

Application includes the following combination of licenses/permits: OSE, Temporary Class “B” Retailer’s License (beer), Temporary Operator’s License, Food, and Commercial Building/Electrical/Plumbing.

All various dept. review/approval has occurred.

Event Date	Start Time	Beer Finish	End Time
Sunday, 7/17	11:00 a.m.	6:00 p.m.	6:00 p.m.

Set-up: Sunday, 7/17, 9am
Breakdown: Sunday, 7/17, 6-9pm

Live music 11am – 6pm. Event held on St. John the Baptist Armenian Church premises.

Request waiver of all fees.

Recommendation: Approve the Outdoor Special Event application for Armenian Fest, to be located at St. John the Baptist Armenian Apostolic Church, located at 7825 W. Layton Ave., July 17, 2022 and all applicable licenses/permits, and waive any applicable fees.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Committee: Finance Item Number:

Introduced By: Paula Schafer

Date Introduced: June 8, 2022

RELATING TO:

Discussion and decision to approve an agreement with a collection agency to collect non-ambulance debts.

SUMMARY:

For years the city used Frank's Adjustment Bureau Inc to handle collections for the city that were non – Ambulance related. Most items sent to Franks were the delinquent personal property taxes. The owner of Frank's decided to retire the end of April 2022.

The city currently has a relationship with both Certified Recovery, Inc out of Eau Claire and Credit Management Control out of Green Bay. Both companies are collecting ambulance bills that were turned over to them prior to the city switching billing companies in September 2020. The city now uses Waukesha County for ambulance collections.

Both agreements are attached. The city attorney has reviewed both and is satisfied with the wording. Certified Recovery, Inc is accredited by the BBB with an A+ rating while Credit Management Control is not accredited and has an A- rating.

Recommend approving agreement with Certified Recovery, LLC for non-ambulance collections.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X__

Credit Management Control
RECOVERY SERVICES SINCE 1980

AGENCY AGREEMENT

This agreement made and entered into this _____ day of ___________ , 2022, by and between City of Greenfield, hereinafter referred to as "Principal", and Credit Management Control, Inc., a collection agency duly licensed under and pursuant to the laws of the State of Wisconsin, hereinafter referred to as "Agent."

WITNESSETH

WHEREAS, Principal desires Agent to undertake the collection of Principal's accounts and other evidence of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth: and,

WHEREAS, the parties contemplate a future course of dealing as Principal and Agent, and desire to set forth and define herein the mutual rights, obligations and liabilities of the parties hereto in such course of dealing.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto it is hereby agreed as follows:

1. Principal hereby appoints Agent as its agent to collect and receive all sums of money due or payable to Principal for claims which the Principal lists with Agent. CMC will accept for collection all active, delinquent accounts, not accounts that are in bankruptcy, deceased or disputed. Either party may cancel accounts listed with Agent with a 30-day written notice, except accounts where Agent is in the actual process of collecting or where legal action has been taken on behalf of Principal. Termination of this agreement by Principal shall be subject to Principal's payment of commission due.
2. This agreement shall be effective as of the above date and shall continue in effect until terminated or modified in writing by Principal and Agent.
3. Agent shall use only ordinary and reasonable collection efforts as permitted by law and shall follow the Association of Credit and Collection (ACA) Code of Ethics and Professional Responsibility.
4. Principal agrees at the time of placement to cease all invoicing, notices and collection efforts against accounts that have been placed with Agent to avoid the possibility of harassment. Principal agrees not to list the same debtor account with more than one Agent at a time. Accounts listed at Agent will remain active until reported on the Return Report or Remittance Report.
5. Principal agrees the information furnished to Agent regarding the identity of the accounts is accurate, the balance of the account is the correct amount owed and all payments and credit due Principal from the account have been properly credited to the account balance prior to listing with Agent.
6. Principal hereby authorizes Agent to pursue all responsible parties in states that have doctrine of necessaries, marital property and/or paternity laws that allow collection against multiple parties.
7. Principal agrees to have received express permission from the debtor to communicate in any manner with phone numbers and emails related to the debtor's account. Principal acknowledges and transfers that permission to Agent.
8. Principal agrees to not list known bankruptcy and past statute of limitation accounts with Agent. Principal agrees to notify Agent within five (5) business days of any accounts where it receives notification of bankruptcy filing.
9. Agent operates on a contingency fee basis, unless otherwise agreed upon by both parties, and earns its contingency fee on actual monies received regardless of payer and whether that money is paid directly to Principal or paid to Agent. Agent shall have authority to receive payment by all payment instruments and shall have authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment.
10. Principal shall refer all debtor inquiries, requests, payment promises and settlement offers to Agent.
11. Principal agrees to allow Agent to place accounts on a debtor's credit file as allowed by law. Agent agrees to follow the Fair Credit Reporting Act and will not remove an account that was accurately placed on a debtor's credit file.
12. Principal shall report all payments received at Principal's office upon receipt, including any payments made by third parties pertaining to accounts listed for collection and will be subject to customary charges as listed in agreement. Accounts are considered "listed" upon receipt at Agent's office.
13. On a monthly basis, or as otherwise required by law, the Agent will send the Principal a check for accounts collected minus the Agency's commission.

14. The Principal reserves the right to determine whether a claim shall be placed in litigation. If the Principal elects not to designate the attorney, Agent is authorized to tender the account to any attorney selected by Agent. Agent may retain such attorney on prescribed terms with the understanding that litigation is to be in the name of the Principal. Agent shall advise Principal immediately of any such selection made by Agent. Any such attorney selected shall be considered the Principal's attorney. Principal may authorize Agent to conduct correspondence with any such attorney and to receive payments made by the debtor. However, the conduct of the attorney shall at all times be subject to the control of Principal, and the attorney may report directly to the Principal or through Agent, as s/he desires. Either Agent or the attorney may advance the necessary legal cost, but the Principal agrees to pay for any disbursements thus made if requesting the judgment be canceled or returned. In the event of a counter suit, the Principal shall be responsible for the legal cost of Principal's defense. When the attorney collects an account, in whole or in part, s/he may deduct his/her fee and remit the balance to agent who shall be authorized to deduct his agreed commission and disbursements, before remitting the balance to Principal.
15. Principal agrees to allow Agent to use Principal for references and marketing purposes.
16. To the fullest extent permitted by law, Agent shall indemnify and hold harmless the Principal and its officers, agents and employees from any and all claims, damages to person property, lawsuits or liability (including, but not limited to: reasonable fees and charges of vendors, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Agent or any of the Agent's agents or employees in the performance of services under this contract.
17. Principal and Agent understand that if any portion of the above Agreement is found to be unlawful or invalid, the said portion will not nullify any remaining portion of this agreement.

Commission Rates:

25% Regular: Agent will be paid fee on payments made to Principal and/or Agent

50% legal collections: Agent will be paid on all collections when legal authorization has been given by principle.

10% Trip: Agent will be paid fee at the point when money collected through the Wisconsin Tax Refund Intercept Program (TRIP)

Post-judgment interest rate of 1% above prime in the state of Wisconsin will be assessed annually on the Principal of the account. This interest will be split at the legal rate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Agreement Date first written above.

Legal Business Name: City of Greenfield

______________________________	______________________________
Client Signature	CMC, Inc. Agent Signature
______________________________	______________________________
Printed Client name	Printed Agent name

Paula Schafer

From: Jim Brick <jim.brick@creditmgt.com>
Sent: Wednesday, March 30, 2022 12:36 PM
To: Paula Schafer
Cc: JJ
Subject: RE: City of Greenfield Collections - non Ambulance
Attachments: City of Greenfield and CMC.pdf

Categories: Red Category

Paula,

I have attached the agreement for you to review and sign. Who are you currently using for your EMS billing and collections? I remember getting a message from Eric at EMS Billing that you moved on from them. If you need help with EMS we would love to revisit our relationship.

Regards,

Jim Brick

Credit Management Control, Inc.
262-391-7674 cell
jim.brick@creditmgt.com

Credit Management Control
RECOVERY SERVICES SINCE 1980

From: Paula Schafer <Paula.Schafer@greenfieldwi.us>
Sent: Wednesday, March 30, 2022 11:43 AM
To: Jim Brick <jim.brick@creditmgt.com>
Subject: RE: City of Greenfield Collections - non Ambulance

Hi Jim,

Thank you and congratulations to Mark.

Paula

From: Jim Brick [mailto:jim.brick@creditmgt.com]
Sent: Wednesday, March 30, 2022 11:40 AM
To: Paula Schafer <Paula.Schafer@greenfieldwi.us>
Subject: FW: City of Greenfield Collections - non Ambulance

Paula,

Thanks for reaching out to CMC. I am Jim the owner. Mark is retiring tomorrow, so I will be able to help you from here. Yes, we can help with other collections and thanks for considering CMC. I would like to do a new agreement for all your business areas. The old one from EMS is through the old EMS billing company. We will keep all the rates the same and just have one for the City of Greenfield. I will get that out to you today.

Thanks,

Jim Brick
262-391-7674

From: Paula Schafer <Paula.Schafer@greenfieldwi.us>
Sent: Wednesday, March 30, 2022 10:36:45 AM
To: Mark Herder <mark@creditmgt.com>
Subject: City of Greenfield Collections - non Ambulance

Good morning Mark,

As you know CMC is currently doing collections for ambulance billing that was turned over to you by EMS Medical Billing all prior to 2020.

The city has been informed that the company we currently use (for over 222 years) for non-ambulance collections is closing – the owner is retiring. I am reaching out to you to find out more about CMC and details about doing collections for the city of non-ambulance bills. More specifically it would be annually the delinquent personal property taxes and sometimes other miscellaneous invoices. Would we need to sign a contract? Can you provide your rates? Anything else you can provide me with would be appreciated. Thank you.

Sincerely,

Paula Schafer
Finance Director
City of Greenfield
414-329-5283

CERTIFIED RECOVERY, INC.

1280 W. CLAIREMONT AVENUE, #1 - EAU CLAIRE, WI 54701 - 715-833-1455

AGREEMENT

THIS AGREEMENT is made and entered into by and between, City of Greenfield, hereinafter referred to as "Client", and Certified Recovery, Inc., hereinafter referred to as "CRI". This Agreement shall be effective as of the date the last of the parties signs this Agreement (the “Effective Date”).

The client desires CRI to undertake the collection of Client's accounts and other evidences of indebtedness. This agreement begins immediately and continues until terminated per Section 8, below. Each account submitted by Client shall be deemed assigned and sent over for collection upon the terms and subject to the following conditions and provisions:

1. Client hereby appoints CRI as its agent to collect and receive for the Client all sums of money due or payable and merchandise returns to Client for claims which the Client lists with CRI.

2. Upon placement of account for collection with CRI, Client agrees that: (a) CRI shall have the authority to receive payment in cash, check, credit card or money order, and shall have the authority to endorse checks, drafts, money orders, and negotiable instruments which may be received in payment, and (b) commission on such accounts are earned whether payment is made directly to client or CRI, and (c) Client will report to CRI all payments received on accounts listed with CRI promptly and shall forward to CRI all commissions owed within twenty days after receipt of the remittance statement and as otherwise required by law, and (d) a full commission is due and payable on any account requested to be withdrawn from CRI by client while CRI is in the process of immediate negotiation or adjustment on such account.

3. CRI shall promptly remit to Client all payments received during the preceding thirty (30) day period on accounts listed with CRI less agreed collection fees, costs and/or as otherwise required by law.

4. Client reserves the right to determine whether a claim shall be placed in litigation and select an attorney. If Client elects not to designate the attorney, CRI is authorized to tender the account to any attorney selected by CRI.

5. CRI shall use only ordinary and reasonable collection effort as permitted by law and agrees to comply with the Fair Debt Collection Practices Act.

6. The unpaid balance of any account that has been assigned to CRI hereunder will be promptly returned to Client upon the written request of Client, except with respect to any account that has been referred by CRI to an attorney for the bringing of a suit for collection or any account where active arrangements are being met. All Client requested returned accounts are subject to Wisconsin Administrative Code DFI-Bkg 74.10 and Section 8, below.

7. Client guarantees that the information furnished CRI regarding the identity of the debtor, the balance of the account and the payments and credits due Client will be accurately taken from Client's books and records. Client hereby covenants and agrees to indemnify and hold harmless from and against all damages as a result of the actions or failure to act of Client, its employees, officers and agents.

8. Any party to this agreement may unilaterally terminate this Agreement without cause upon thirty (30) days written notice to the other party or parties. Accounts prior to termination may remain with CRI at the option of CRI.

9. Client will allow CRI to post their delinquent accounts to national credit reporting services which will place a mark on the debtor's credit record. CRI reserves the right to reopen and take full commission on any closed credit reported account that has paid as a result of CRI's action.

10. All accounts the Client places with CRI for collection are due in full and are undisputed. CRI is instructed to assess a 5% per year charge as permitted by Section 138.04, Wisconsin Statutes, on all accounts the Client lists with CRI. If Client is a sole proprietorship, partnership or LLC they are required to submit a W-9 or substitute form to CRI. Employer ID #________________________

COLLECTION FEES:

Direct Collections – 25% contingency fee. Legal Referrals – 50% contingency fee.

Agent: Certified Recovery, Inc.
1280 W. Clairemont Avenue Suite #1
Eau Claire, WI 54701

Client: City of Greenfield
7325 W Forest Home Ave
Greenfield, WI 53220

Agent Representative:

____
(Authorized Signature)

Patrick J Karr
(Print Name)

President
(Title)

DATE SIGNED: ____________________

Client Representative:

____
(Authorized Signature)

____
(Print Name)

____
(Title)

DATE SIGNED: ____________________

Paula Schafer

From: Patrick Karr <pkarr@certifiedrecoveryinc.com>
Sent: Thursday, April 7, 2022 12:05 PM
To: Paula Schafer
Subject: RE: City of Greenfield Collections - Non-Ambulance accounts
Attachments: agencyagreementCityofGreenfieldnon-ambulance.pdf

Hi Paula,

Thank you for reaching out. I would be happy to be considered for the non-ambulance collections. To answer some of your questions today, yes, we would need an agreement/contract in place. I have attached a sample of our Agreement for your review. I populated City of Greenfield as the legal name, but if there is a dba, we can use that as well. I would like to have a discussion with you on the typical amounts you would send over to collections if possible. Our rates are normally a 25% contingency fee & 50% contingency for approved legal referrals. That is the rate structure that was in place for the ambulance collection accounts. Please note that a legal referral requires you to sign an authorization before the legal process can begin and Certified Recovery, Inc. will cover all filing fees, court costs & attorney fees when we recommend legal action. We also have the option to charge the Wisconsin legal rate of interest (5%-see section 10 of agreement). This is charged to the consumer and when collected is split the same as the principal amount collected (example: 25% of interest to Certified Recovery, Inc. & 75% to City).

Some of the resources & quality we offer:

- **30 years in business**
- **Industry Trained Professionals**
- **Stability: 36% of our team has been employed at Certified Recovery, Inc. for over 10 years**
- **Client Web Portal available at no cost (Web portal provides access to all your accounts, report capabilities, secure messaging, and account status)**
- **Qualified team members that can assist you with challenging collection issues – no cost**
- **Resource Training – no cost**
- **Gross Remit Accounting**
- **Regulation F Compliant**

Can we schedule a telephone contact tomorrow or next week at your convenience?

Thanks,
Pat

Patrick J Karr
CERTIFIED RECOVERY INC.
"Quality Driven – Innovative Solutions"

Phone: 800-236-0016
Email: pkarr@certifiedrecoveryinc.com

From: Paula Schafer <Paula.Schafer@greenfieldwi.us>
Sent: Wednesday, April 6, 2022 8:56 AM
To: Patrick Karr <pkarr@certifiedrecoveryinc.com>
Subject: City of Greenfield Collections - non Ambulance accounts

Hi Pat,

As you know CRI is currently doing collections for ambulance billing that was turned over to you by EMS Medical Billing all prior to 2020.

The city has been informed that the company we currently use (for over 222 years) for non-ambulance collections is closing – the owner is retiring. I am reaching out to you to find out more about CRI and details about doing collections for the city of non-ambulance bills. More specifically it would be annually the delinquent personal property taxes and sometimes other miscellaneous invoices. Would we need to sign a contract? Can you provide your rates? Anything else you can provide me with would be appreciated. Thank you.

Sincerely,

Paula Schafer
Finance Director
City of Greenfield
414-329-5283

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G22-COVERDELL-03**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
Please indicate any information that will help the OLC reviewer recall the result of the review of this document.

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEC464...

Name: Cody Wagner
Title: Office of Legal Counsel

5/17/2022
Date Signed

Revision: 12/2/2020 (previous versions obsolete)

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
City Of Greenfield, Greenfield Fire and Rescue
for
Wisconsin Coverdell Stroke Program (2103)

DHS Grant Agreement No.: 435100-G22-COVERDELL-03
DPH Contract No.: 55407
Agreement Amount: $22,500
Agreement Term Period: March 1, 2022 - February 28, 2023

DHS Division: Public Health
DHS Grant Administrator: Mary Pesik
DHS Telephone: 608-267-3694
DHS Email: mary.pesik@wisconsin.gov

Grantee Grant Administrator: Battalion Chief Dan Weber
Grantee Telephone: 414-899-7561
Grantee Email: daniel.weber@gffd.us
Grantee Unique Entity Identifier (UEI), formerly DUNS Name:
Grantee Unique Entity Identifier (UEI), formerly DUNS Number:
Grantee FEIN:

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin Department of Health Services	**Grantee** Entity Name: ______
Authorized Representative	Authorized Representative
Name: ______	Name: ______
Title: ______	Title: ______
Signature: ______	Signature: ______
Date: ______	Date: ______

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

A. The State of Wisconsin Department of Health Services (DHS) is the state agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.

B. City Of Greenfield (Grantee) The Grantee's principal business address is 7325 West Forest Home Avenue, Greenfield, WI 53220.

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices.

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 **List of Exhibits**
Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Mary Pesik**
Telephone**: 608-267-3694**
Email: **mary.pesik@wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Battalion Chief Dan Weber**
Telephone**: 414-899-7561**
Email: **daniel.weber@gffd.us**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
E. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: https://www.govregs.com/regulations/2/200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website: http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least $50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651

P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A.

Reporting to DHS: Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.

D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
1. $1,000 for each individual whose Confidential Information was used or disclosed;
2. $2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section

E. *HIPAA:* The Grantee **is not** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services**.**

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.

B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

15. CHANGES IN ACCOUNTING PERIOD

A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.

B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.

B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.

C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

17. AUDITS

A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.

B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
   - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
   - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
   - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than $100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing (formerly CFDA) number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
   1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
   2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
   3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
   4. Report on compliance for each major program and a report on internal control over compliance.

5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling $100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
   1. The auditee did not have an audit.
   2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
   3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
   4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
   5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
   1. Requiring modified monitoring and/or reporting provisions;
   2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
   3. Disallowing the cost of audits that do not meet these standards;
   4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;

5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

18. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker’s compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to $500,000.

19. RECORDS

A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS’ records that the Grantee accesses to provide services under this Agreement.
C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee’s compliance with the specifications of this Agreement.
D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee’s or DHS’ responsibilities under

this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

20. CONTRACT REVISIONS AND/OR TERMINATION

A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
   1. Increased or decreased volume of services.
   2. Changes required by state and federal law or regulations or court action.
   3. Increase or reduction in the monies available affecting the substance of this Agreement.

B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.

C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.

D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
   The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
   Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
   Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.

E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
   In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
   1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
   2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
   3. Makes an assignment for the benefit of creditors;
   4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
   5. Incurs a delinquent Wisconsin tax liability;
   6. Fails to submit a non-discrimination or affirmative action plan as required herein;
   7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
   8. Becomes a federally debarred Grantee;
   9. Is excluded from federal procurement and non-procurement Agreements;
   10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
   11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
   12. Grantee performance threatens the health or safety of a state employee or state customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.

B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.

C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.

D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
   1. A brief statement of the issue.
   2. The steps that have been taken to resolve the dispute.
   3. Any suggested resolution by either party.

B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

23. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.

B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

27. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

28. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

29. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: https://www.gsa.gov/portal/forms/download/116430. A completed disclosure must be provided upon Department request.

30. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

31. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

32. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

None

Match Requirements:

Funding percentages:

a. Federal:
b. State:
c. Local/Other:

35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

36. SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx

The State of Wisconsin is committed to the promotion of MBEs and DVBs in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBs or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBs, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBs, as well as the services and goods they provide, is available at: https://wisdp.wi.gov/Search.aspx

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBs.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBs. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity PowerForm for submitting these reports can be found on the DHS Compliance Documentation page found here: https://www.dhs.wisconsin.gov/business/compliance.htm

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

37. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	NH75OT000039
Federal Award Date	5/27/2021
Subaward period of Performance Start Date	3/01/2022
Subaward period of Performance End Date	2/28/2023
Amount of Federal Funds obligated (committed) by this action	$22,500
Total Amount of Federal Funds obligated (committed)	$22,500
Federal Award Project Description	Wisconsin Coverdell Stroke Program (2103)
Federal Awarding Agency Name (Department)	Department of Health and Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing (formerly CFDA) Number	93.391
Assistance Listing (formerly CFDA) Name	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
Total made available under each Federal award at the time of disbursement	$27,184,789.00
R&D?	No
Indirect Cost Rate	7%

Department of Health Services
Chronic Disease Prevention Program
Grant/Contract Deliverables and Expectations
Exhibit 1

Name of Organization: **Greenfield Fire and Rescue**

Grantee Program Contact	Grantee Authorized Representative (Signatory)	DHS Program Contact
Name: Battalion Chief Dan Weber	**Name:** Paula Schafer, Finance Director	**Name:** John Bowser, Coverdell Program Director
Phone: 414-899-7561	**Phone:** 414-329-5283	**Phone:** (608) 590-3162
Email: Daniel.weber@gffd.us	**Email:** Paula.schafer@greenfield.wi.us	**Email:** John.bowser@dhs.wisconsin.gov

Background

Funds are provided through the federal CDC award "National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CDC-RFA-OT21-2103, FAIN# NH75OT000039)". This grant aims to address disparities that have been exacerbated due to the COVID-19 pandemic.

Activities within this particular activity/project (Mobile Integrated Health for COVID and Stroke) involve conducting at-home visits for recently discharged stroke patients with a goal of increasing knowledge and actions in the prevention of COVID-19 and mitigating the impacts of the recently suffered stroke. Stroke shares many of the same disparities as COVID-19. Within these visits, topics addressed include COVID-19 vaccine receipt (and offer to establish an appointment, if necessary), knowledge of COVID-19 risk factors, in addition to an assessment including a home safety check, medication checks, and primary care information to prevent future strokes and reduce impact of the event.

Annual Scope of Work Summary

The scope of work involves completing at-home visits not to exceed the amount declared on the grantee's application through the Grant Funding Opportunity. In addition, the scope of work involves monthly phone/video check-ins with DHS grant personnel and a project-end evaluation call between 03/01/23 and 05/31/23.

Period of Performance: March 1, 2022 - February 28, 2023

Strategies/Activities
1. Conduct at-home visits for patients discharged to home and referred by partner hospital(s)
2. Participate in monthly evaluation calls with DHS Personnel
3. Participate in project-end evaluation call(s) between 03/01/23 and 05/21/23

Budget Category	Budget Amount
$300 per Visit (75 allocated)	$22,500
Administrative Costs and patient tracking:	N/A (included in flat amount)
Total Costs	**$22,500**
Reporting Requirements	Due Date
Changes to the budget, scope of work or deliverables should be discussed with contract administrator prior to making changes	As needed
All data, as described in the Grant Funding Announcement, collected must be shared with the Department of Health Services within 30 days of project completion	March 28, 2023

Allowable Costs and Activities
Grant recipients will be required to comply with the Department of Health Services [Allowable Cost Policy Manual]
Staff time to coordinate and implement the project
Meeting expenses related to the project (meeting room, AV equipment, travel, speakers, etc.)
Public health evaluation
Office supplies, postage, copying, etc. related to the project
Consultant and contract services needed to implement the project
Unallowable Costs and Activities
Direct or indirect lobbying activities
Costs or activities not directly related to the overall project description and scope of work
Research
Construction
Capital expenditures and capital equipment. Capital equipment costs are defined as all costs associated with the acquisition of assets having a value in excess of $5,000, and a useful life in excess of one year.
Projects outside of Wisconsin

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

______________________________	________________________
(Signature of Official Authorized to Sign Application)	(Date)
______________________________	________________________
(Print Name)	(Title)
______________________________	________________________
(Agency / Contractor Name)	(Title of Program)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed
For *(Name of Vendor)*	Unique Entity Identifier (UEI), *if applicable*

INTERNAL USE ONLY	
Contract #:	
Contract Description:	
The Office/Division of has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator	Date Signed

DocuSign

Certificate Of Completion

Envelope Id: 335DCFF5E87C48E1AC3A3F68E3DEAD1E | Status: Sent

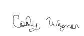
Subject: DHS - City Of Greenfield, Fire and Rescue - WI Coverdell Stroke Program - 435100-G22-COVERDELL-03

Source Envelope:

Document Pages: 23	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Christina Hinkley
AutoNav: Enabled		1 West Wilson St.
EnvelopeId Stamping: Enabled		Madison, WI 53703
Time Zone: (UTC-06:00) Central Time (US & Canada)		christinam.hinkley@dhs.wisconsin.gov
		IP Address: 165.189.255.23

Record Tracking

Status: Original 5/10/2022 7:20:36 AM	Holder: Christina Hinkley christinam.hinkley@dhs.wisconsin.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: DHS	Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner codyw.wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None)	DocuSigned by:  31F480248CEC464... Signature Adoption: Uploaded Signature Image Signed by link sent to codyw.wagner@dhs.wisconsin.gov Using IP Address: 165.189.255.23	Sent: 5/10/2022 7:33:44 AM Resent: 5/10/2022 9:40:44 AM Resent: 5/17/2022 7:49:31 AM Viewed: 5/17/2022 9:30:51 AM Signed: 5/17/2022 9:41:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Paula Schafer, Finance Director Paula.schafer@greenfield.wi.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 5/17/2022 9:41:45 AM
Jonette Arms jonette.arms@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/16/2022 7:19:45 PM ID: 62b8b9a8-bee0-47fa-a090-e5f571ddb0f8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kathy Clark kathy.clark@dhs.wisconsin.gov Grant Specialist Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/10/2022 7:33:45 AM
Mary Pesik mary.pesik@wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/10/2022 7:33:44 AM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/10/2022 7:33:45 AM
Battalion Chief Dan Weber Daniel.weber@gffd.us Battalion Chief Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/17/2022 9:41:46 AM Viewed: 5/17/2022 9:54:19 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/10/2022 7:33:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

CITY OF Greenfield
Pledged to Progress

Finance and Human Resources Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: June 8, 2022

RELATING TO:

Approve fund transfers between Engineering Division capital improvement accounts.

SUMMARY:

Periodically we need to transfer funds between capital improvement project accounts

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

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

FINANCIAL:

RECOMMENDATION:

Approve the fund transfers as listed on Exhibit A.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

EXHIBIT A

6/8/2022

Recommended capital improvement account fund transfers.

Account Number	Account Name	Starting Balance	Transfer to GENRES	Transfer from GENRES	Ending Balance	Note
EN1920	Layton Ave - 43rd to 27th	$124,599	$110,000		$14,599	
EN2012	Beloit Rd - 124th to Wollmer	$0		$220,000	$220,000	Create Account
EN2104	2021 Concrete Replacement	$1,730	$1,730		$0	Close Account
EN2203	Asphalt Street Improvements	$2,236,197	$320,000		$1,916,197	
EN2215	Powerline Trail Phase 2	$0		$30,000	$30,000	Create Account
EN2219	90th - Plainfield Reconstruction	$0		$180,000	$180,000	Create Account
GENRES	General Reserves	$2,432	$431,730	$430,000	$4,162	

LOCAL GOVERNMENT INVESTMENT POOL

April 2022 Statement

March Ending Balance		$	11,931,471.39
1 Deposit (s) in April			471,636.65
0 Withdrawal(s) in April			-
April Interest Earnings @ 0.30%			3,002.84
	TOTAL	$	12,406,110.88

APRIL 2022
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$2,441,933.11	12/31/2001	variable		$100.36	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,493,038.27	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$1,093,532.56					
Ehlers Investment Partners X- GRD 2021B	$1,895,448.69	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$1,931,629.19					
Ehlers Investment Partnes X - 2022A	$4,645,504.61					
Associated Bank Investments	$6,270,522.30	3/15/2022	variable			
Totals	$24,771,608.73				$100.36	

PACKETS FOR WEDNESDAY, 6 / 08 / 2022 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	5/13/2022	$	518,499.00
AP CHECKS - TAX REFUNDS WK OF 5/13/22	5/13/2022	$	3,524.34
AP CHECKS	5/20/2022	$	392,969.41
AP CHECKS	5/27/2022	$	505,013.28
AP CHECKS	6/3/2022	$	10,701.34
WIRE TRANSFERS - MAY 22		$	6,355,641.60
P-CARDS		$	
		TOTAL $	7,786,348.97

CC: PAULA

CC: FINANCE FOLDER