REVISED COMMON COUNCIL MEETING AGENDA

Wednesday, April 2, 2025 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the Month, Date, Year Common Council minutes

E. Mayor's Report

1. Resolution awarding the sale of $7,485,000 General Obligation Promissory Notes, Series 2025A; providing the form of the Notes; and levying a tax in connection therewith. (Neitzke)

F. Aldermanic Reports

G. Announcements

H. Citizen Commentary

I. Old Business

1. Appointments to various committees and commissions:
   a. Mayor appointments, confirmed by Council:
      i. Two members to the Civil Service Commission for terms to expire 5/1/27 (formerly David Podeszwa and Paul Leu)

J. New Business

1. Approve applications for 2024-2025 operator licenses (Goergen)
2. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Customer Appreciation Event on April 12, 2025, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
3. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Used Bike Event on April 19, 2025, from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
4. Discussion/decision regarding agreement with Klemme Floats LLC. (Jaquish)
5. Discussion and decision to do a 2024 transfer from the General Fund to the Post-Retirement Health Fund and the Capital Equipment Fund. (Schafer/Sowinski)
6. Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for project 2204 Cold Spring Road Concrete Repair Program. (BPW, Ald. Bailey, 3/25/25)
7. Approve a contract for the project 2418 Sanitary Sewer Cleaning with Visu-Sewer in the amount of $ 255,895.00. (BPW, Ald. Bailey, 3/25/25)

8. Approve a contract for the project 2411 W. Van Beck Avenue Storm Sewer Extension with The Wanasek Corp in the amount of $ 43,554.00. (BPW, Ald. Bailey, 3/25/25)
9. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 2918 regarding a parking zone reserved for persons with disabilities at 4651 South 48th Street. (BPW, Ald. Bailey, 3/25/25)
10. Approve an agreement with E-Plan Exam for commercial plan review professional services. (BPW, Ald. Bailey, 3/25/25)
11. Approval of mileage reimbursements in the amount of $207.20 (Schafer)
12. Approval of schedules of disbursements in the amount of $207,241.80 (Schafer)

K. Items for future agenda

L. Adjourn

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

RESOLUTION NO. ____

RESOLUTION AWARDING THE SALE OF $7,485,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A;
PROVIDING THE FORM OF THE NOTES; AND
LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on February 19, 2025, the Common Council of the City of Greenfield, Milwaukee County, Wisconsin (the "City") adopted a resolution entitled: "Resolution Authorizing the Borrowing of Not to Exceed $7,485,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor" (the "Authorizing Resolution") which authorized the issuance and sale of General Obligation Promissory Notes for the purpose of paying the costs of capital improvement projects including street, parks and city hall improvements, law enforcement center roofing and equipment acquisition (the "Project");

WHEREAS, the City directed its financial advisor, Ehlers & Associates, Inc., Waukesha, Wisconsin to take the necessary steps to sell the proposed note issue;

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by ______________ _____________, ______, ________, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Award of the Notes. The bid proposal of __________________________, _________, _________ (the "Purchaser") is hereby accepted, said proposal offering to purchase the SEVEN MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($7,485,000) General Obligation Promissory Notes, Series 2025A (the "Notes") for the sum of ___________________________ DOLLARS ($____________), plus accrued interest to the date of delivery resulting in a net interest cost of _______________________________________ DOLLARS ($____________) and a true interest rate of _.______%.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025A"; shall be dated April 24, 2025; shall be in the denomination of $5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing April 1, 2026. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 3. Designation of Purchaser as Agent. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Redemption Provisions. At the option of the City, the Notes maturing on April 1, 2033 and thereafter shall be subject to redemption prior to maturity on April 1, 2032 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the City. Said direct annual irrepealable tax shall be levied in the years 2025 through 2039 for payments due in 2026 through 2040 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with proceeds of the Notes.

Section 7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated "Debt Service Fund Account for $7,485,000 City of Greenfield General Obligation Promissory Notes, Series 2025A, dated April 24, 2025." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 9. Arbitrage Covenant. The City shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section

148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the City hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations.

The City Clerk, or other officer of the City charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The City anticipates that the Notes will qualify for the construction expenditure exemption from the rebate requirements of the Code. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and the City Clerk or other officer is hereby authorized to make any election on behalf of the City in order to comply with the rebate requirements of the Code. If, for any reason, the City did not qualify for any exemption from the rebate requirements of the Code, the City covenants that it would take all necessary steps to comply with such requirements. The City hereby covenants that it is a governmental unit with general taxing powers and that the Notes are not "private activity bonds" as defined in Section 141 of the Code.

The City hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the City, all as of the Closing.

Section 11. Persons Treated as Owners; Transfer of Notes. The City Clerk shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City maintained by the City Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the City has executed such Letter of Representation and delivered it to the DTC on behalf of the City.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or the Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or the Final Official Statement. The appropriate City official shall cause copies of the Preliminary Official Statement and any addenda or the Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Notes. The principal of and interest on the Notes shall be paid by the City Clerk or his or her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the City will execute and deliver on the Closing Date. Any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 2nd day of April, 2025.

____
Michael J. Neitzke,
Mayor

ATTEST:

____
Jennifer Goergen,
City Clerk

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED
NO. R-__

STATE OF WISCONSIN
MILWAUKEE COUNTY
CITY OF GREENFIELD
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
APRIL 1, 20__	APRIL 24, 2025	_.___%	395226___

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ____ DOLLARS
($______________)

KNOW ALL MEN BY THESE PRESENTS, that the City of Greenfield, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing April 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $7,485,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of capital improvement projects including street, parks and city hall improvements, law enforcement center roofing and equipment acquisition, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on February 19 and April 2, 2025. Said resolutions are recorded in the official minutes of the Common Council for said dates.

At the option of the City, the Notes maturing on April 1, 2033 and thereafter are subject to redemption prior to maturity on April 1, 2032 or on any date thereafter. Said Notes are redeemable as a whole or in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the City has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the City Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Notes, and the Common Council appoints another depository, new fully registered Notes in the same aggregate principal amount shall be issued to the new depository upon surrender of the Notes to the City Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The City Clerk or Treasurer shall not be obliged to make any transfer of the Notes after the Record Date. The City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the City of Greenfield, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the 24th day of April, 2025.

By:____________________________________
Michael J. Neitzke,
Mayor

(SEAL)

By:____________________________________
Jennifer Goergen,
City Clerk

ASSIGNMENT

____

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints ___________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated:__________________________

Signature Guaranteed:

____

(e.g. Bank, Trust Company or Securities Firm)

____

(Authorized Officer)

____

(Depository or its Nominee Name)

NOTICE: The above-named Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Gurpreet Singh	6625 S 46th ST	Franklin, WI 53132
Jyotsna R Patel	6625 S 46th ST	Franklin, WI 53132
Katelyn Jean Korth	1114 S 98th ST	Milwaukee, WI 53214
Selvin J Forsythe	4200 S Lake DR 425	Milwaukee, WI 53235

Committee: Common Council Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: April 2, 2025

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

The 4th of July Parade will take place Friday July 4th 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

202504

Float Contract

This contract made and entered this 30th day of March, 2025 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 Friday, July 04, 2025, 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, other than claims, actions, proceedings, damages and/or liabilities are caused by or arise out of, the negligence of Klemme Floats LLC or its officers, agents or employees. 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 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 patriotic float. Design TBD

Lettering:

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

Price of Float: $750.00

Down Payment Upon Signing: $375.00

Balance Upon Delivery/Parade Day: $375.00

By Mark Klemme ______________________ of Klemme Floats LLC

By ____________________________________ of City Of Greenfield

Please sign and return 1 copy with down payment

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 25, 2025

RELATING TO:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for project 2204 Cold Spring Road Concrete Repair Program.

SUMMARY:

Greenfield is planning a project to improve W. Cold Spring Road from S. 51st Street to S. 68th Street in 2025.

Portions of the project are within both Greenfield and Milwaukee. Because of the shared municipal border in that area, it is beneficial to both parties to cooperate on this project.

Greenfield will be the lead municipal agency for the construction of the improvements.

This Cost Sharing Memo of Understanding sets forth the terms by which Milwaukee will pay to Greenfield the actual costs of the improvements within the Milwaukee corporate boundary.

FINANCIAL:

The City of Milwaukee’s share is approximately $110,000.

RECOMMENDATION:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for project 2204 Cold Spring Road Concrete Repair Program.

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

MOTION ___ OTHER ___

COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD

DATE: March 6, 2025

ROADWAY(S) AND LIMITS:

W. Cold Spring Road – S. 51st Street to S. 68th Street

This Memo of Understanding is made and entered into and by the City of Milwaukee and the City of Greenfield.

The contents of this Memo of Understanding will address cost sharing for the design and construction phase of the subject project.

It is desired by the City of Milwaukee and the City of Greenfield to improve portions of W. Cold Spring Road. Both municipalities will budget funds for the improvement of the roadway with the Bid Letting on February 5, 2025 and construction in the summer of 2025.

The City of Milwaukee through its undersigned duly authorized officers or officials, hereby requests the City of Greenfield to participate in the improvements hereinafter described.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

It is desired by the City of Greenfield and the City of Milwaukee to improve portions of W. Cold Spring Road between S. 51st Street to S. 68th Street.

Proposed Improvement – Nature of work:

The roadway will receive spot concrete panel replacement and ADA corner curb ramps where necessary.

Estimated Cost Summary*

Estimated Construction Cost: $110,616.70

City of Milwaukee estimated total cost = $110,616.70

1. The City of Milwaukee will survey and provide the design of the replacement of 4 total corner curb ramps at the intersections of W. Cold Spring Road and S. 55th Street, and W. Cold Spring Road and S. Honey Creek Drive.

2. The City of Greenfield will bill the City of Milwaukee as the project progresses and supply the City of Milwaukee with any background information to support the billing.

3. The consultant services costs for each municipality will be calculated by prorating the actual consultant services expenditures. Each community's share for consulting services is calculated as detailed in the Cost Summary above.

4. The City of Milwaukee will pay the construction costs for the subject project within 60 days of being billed by the City of Greenfield.

5. If the City of Milwaukee objects to any portion of the bills submitted by the City of Greenfield, the City of Milwaukee shall notify the City of Greenfield in writing within twenty days of invoice's receipt. The City of Milwaukee will pay any undisputed portions of a bill.

6. Each Community may include non-participating items in the project that they deem necessary and these non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality.

7. The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any field change orders after the project has been awarded that would result in additional construction costs in excess of 10%.

8. The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Greenfield and City of Milwaukee and will be paid by the municipality in which the additional or unforeseen item occurs.

This Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such a Memo of Understanding for the City of Milwaukee and upon acceptance by the City of Greenfield shall constitute a Memo of Understanding between the two municipalities.

Signed for and on behalf of City of Milwaukee:

___________________________	City Engineer	
Signature	Title	Date

Kevin J. Muhs, PE, AICP_
Name

Signed for and on behalf of City of Greenfield:

___________________________	Mayor	
Signature	Title	Date

Michael J. Neitzke
Name

___________________________	City Clerk	
Signature	Title	Date

Jennifer Goergen
Name

___________________________	Finance Director	
Signature	Title	Date

Paula Schafer
Name

___________________________	City Attorney (as to form)	
Signature	Title	Date

Chris Geary
Name

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.

2. Subject to Section 5 of this Memo of Understanding, the City of Milwaukee will pay to the City of Greenfield such project related costs as outlined and listed in the Estimated Cost Summary itemized in the Cost Sharing Memo of Understanding.

3. Each Municipality shall ensure that all necessary funding of each project phase (roadway construction) is in place for the project costs. The City of Milwaukee financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:

   a. Roadway construction.
   b. Grading, base, and pavement for adjacent roadway approaches.
   c. Roadway surface water drainage, if required.
   d. All construction costs including change orders (Per Estimated Cost Summary).
   e. Pavement marking.

4. Work necessary to complete the improvement to be financed entirely by the municipality (or responsible party), where the project lies, but may not be limited to, the following items:

   a. New installations of, or alterations to sanitary sewers or connections, water, gas, steam, electric, telephone, telegraph, fiber optic, fire or police facilities, pipelines, and similar utilities.
   b. Repair of damages to roads and streets caused by reason of their use in hauling materials, incidental to the improvement.

5. If the City of Milwaukee should withdraw from the project, it will reimburse the City of Greenfield its proportionate share of all costs incurred by the City of Greenfield as of the date of withdrawal.

6. The work will be administered by the City of Greenfield or its designee(s). The City of Greenfield shall notify the City of Milwaukee of any design or construction changes that may occur during the process in excess of 10% of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Milwaukee.

7. The respective municipalities will, at their own expense:

   a. Maintain all portions that lie within its boundaries.
   b. Assume general responsibility of all public information to its residents.

(End of Document)

CITY OF Greenfield
Pledged to Progress

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 25, 2025

RELATING TO:

Approve a contract for the project 2418 Sanitary Sewer Cleaning with Visu-Sewer in the amount of $ 255,895.00.

SUMMARY:

On March 13, 2025, bids were opened for the project 2418 Sanitary Sewer Cleaning. The results are as follows:

Contractor	Amount
Visu-Sewer	**$ 255,895.00**
Aqualis	$ 277,684.00
National Power Rodding Corp.	$ 413,000.00

FINANCIAL:

This work will be funded by the sanitary sewer utility account.

RECOMMENDATION:

Approve a contract for the project 2418 Sanitary Sewer Cleaning with Visu-Sewer in the amount of $ 255,895.00.

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

MOTION ___ OTHER ___

CITY OF Greenfield
Pledged to Progress

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 25, 2025

RELATING TO:

Approve a contract for the project 2411 W. Van Beck Avenue Storm Sewer Extension with The Wanasek Corp in the amount of $ 43,554.00.

SUMMARY:

On March 6, 2025, bids were opened for the project 2411 W. Van Beck Avenue Storm Sewer Extension. The results are as follows:

Contractor	Amount
The Wanasek Corp	**$ 43,554.00**
All-Ways Contractors, Inc.	$ 48,477.00
DK Contractors	$ 48,918.00
A.W. Oakes & Son, Inc.	$ 55,768.75
Essential Sewer and Water	$ 67,209.75

FINANCIAL:

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

RECOMMENDATION:

Approve a contract for the project 2411 W. Van Beck Avenue Storm Sewer Extension with The Wanasek Corp in the amount of $ 43,554.00.

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

MOTION ___ OTHER ___

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 25, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 2918 regarding a parking zone reserved for persons with disabilities at 4651 South 48th Street.

SUMMARY:

Ordinance 2918 added a parking zone reserved for persons with disabilities at 4651 South 48th Street.

The home has recently been sold to a new owner. The reserved parking is no longer needed.

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 2918 regarding a parking zone reserved for persons with disabilities at 4651 South 48th Street.

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

MOTION ___ OTHER ___

and to adopt Ordinance No. 2918:

ORDINANCE NO. 2918

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended to read as follows:

A parking zone reserved for persons with disabilities is hereby created in front of 4651 South 48th Street, Tax Key 601-0244-000.

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

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

PART IV. This ordinance shall take effect and be in force from and after its passage and publication.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 20th day of November, 2018.

APPROVED:

Michael J. Neitzke
Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen
Jennifer Goergen, City Clerk

On a roll call vote motion carried unanimously.

At this time, Mayor Neitzke proceeded to Agenda Item #21.

20f. After discussion, it was moved by Alderperson Bailey, seconded by Alderperson Akers, to refer an ordinance to install stop signs at the intersection of S. 81st St. and W. Holmes Ave. to the Board of Public Works. Motion carried unanimously.

At this time, Mayor Neitzke returned to Agenda Items #20d-e. *

CITY OF Greenfield
Pledged to Progress

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 25, 2025

RELATING TO:

Approve an agreement with E-Plan Exam for commercial plan review professional services.

SUMMARY:

The city contracts with-Plan Exam to review commercial building plans.

FINANCIAL:

The entire cost of the plan review is paid for by the contractor that submits the plan.

The city receives 10% of the plan review fee.

RECOMMENDATION:

Approve an agreement with E-Plan Exam for commercial plan review professional services.

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

MOTION ___ OTHER ___

Partnership Year in Review - 2024

Partners since: August 2020

Greenfield is the second longest tenured partner of E-Plan Exam!

Plan Review Services Provided:

☒Building & HVAC

☐Fire Alarm & Fire Suppression

☒Plumbing

☐Petition for Variance

Summary of reviews submitted to E-Plan Exam in 2024 by Trade:

	Building & HVAC	Fire Alarm & Suppression	Plumbing	Petition for Variance	Total
E-Plan Exam	41	0	17	0	58
DSPS*	**1**	**0**	**0**	**0**	**1**
Total:	**42**	**0**	**17**	**0**	**59**

This is the lowest of any community statewide that has delegated authority!!

Summary of E-Plan Exam market share in 2024 by Trade:

	Building & HVAC	Fire Alarm & Suppression	Plumbing	Petition for Variance	Total
Reviews	97.9%	-	100%	-	98.3%

Summary of revenue by Trade – 2024 and Total:

	Building & HVAC	Fire Alarm & Suppression	Plumbing	Petition for Variance	Total
2024	**$2,317.50**	**-**	**$1,276.02**	**$0.00**	**$3,593.52**
2020 - 2024	**$13,085.00**	**-**	**$4,234.66**	**$0.00**	**$17,319.66**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into by and between City of Greenfield, a Wisconsin Municipality ("Client") and EPLEX, LLC, a Wisconsin limited liability company (DBA E-Plan Exam) ("Consultant"), as of the date on which the last Party hereto executes this Agreement (as set forth on the signature page of this Agreement) (the "Effective Date"). Client and Consultant may each be referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS Client desires to retain Consultant to perform the services listed in **Exhibit A**, attached hereto (the "Services"), and Consultant is willing to perform the Services, in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. CERTAIN DEFINITIONS. In addition to other terms defined throughout this Agreement, the following capitalized terms used herein shall have the following meanings:

    a. "Accepted Project" means a Project for which Consultant has agreed to perform Services. Consultant shall be deemed to have agreed to perform Services for a Project if, and upon such time that, (i) Consultant has accepted such Project, (ii) Consultant is in receipt of all information and documentation required to perform the Services with respect to such Project (as determined in Consultant's sole discretion), (iii) Consultant has been paid all applicable Fees that are payable to Consultant with respect to such Project, and (iv) if such Project is a Client Reserved Project, Client has elected not to (or is deemed to have elected not to), perform plan reviews or other actions that would otherwise fall within the scope of the Services with respect to such Project in accordance with Section 3(a) (the date on which such acceptance occurs is the "Project Acceptance Date").

    b. "Base Fees" means, collectively, the Commercial Plan Base Fees, the Stormwater Base Fees, the Exterior Plumbing Base Fees and the Exterior Plumbing Base Fees (as such terms are defined on **Exhibit B**).

    c. "Client Reserved Project" means any Project (i) described on **Exhibit C**. For the avoidance of doubt, any Project involving any building or structure that exceeds any Project Review Threshold shall not constitute a Client Reserved Project, and/or (ii) Fire alarm plan review, and/or (iii) Fire suppression plan review.

    d. "Consultant Exclusive Project" means any Project (i) involving any building or structure that exceeds any Project Review Threshold, and/or (ii) that is not a Client Reserved Project.

    e. "Department" means the Wisconsin Department of Safety and Professional Services.

f. "Project" means any individual construction, addition, relocation, alteration, change of occupancy and/or repair project with respect to any building, structure, parking lot, building component and/or building system within Client's jurisdictional boundary for which a plan review request is submitted to Consultant and that meets the definition and criteria of a "Place of Employment" or "Public Building" as such terms are defined in Wis. Stat. §§ 101.01(11) and 101.01(12), respectively.

g. "Project Review Threshold" means (i) with respect to any Project involving any new construction of a building or structure, 5,000 square feet of the floor area of such building or structure (as applicable), (ii) with respect to any Project involving an addition to an existing building or structure, 5,000 square feet of the floor area of such addition and (iii) with respect to any Project involving solely alteration work of an existing building or structure, 10,000 square feet of floor area of such building or structure (as applicable).

2. SCOPE OF SERVICES.

a. Consultant shall perform the Services for the Accepted Projects (i) using one or more service providers that are licensed in the State of Wisconsin and (ii) in accordance with industry-standard levels of competency in the state and municipality in which the Services are to be performed.

b. Subject to Section 4(e), Consultant shall complete the Services with respect to any Accepted Project within fifteen (15) business days following the Project Acceptance Date. For the avoidance of doubt, if Consultant requires additional documentation or information to complete the Services with respect to an Accepted Project (as determined in Consultant's sole discretion), then such fifteen (15) business day period may be tolled by Consultant and such period shall only resume once Consultant is in receipt of such additional documentation or information.

c. Client shall exclusively use Consultant to perform the Services with respect to any Consultant Exclusive Project, and Client agrees that it shall not perform (or engage any other person or entity to perform, other than the Department) any plan reviews or take any other action that would otherwise fall within the scope of the Services for any Consultant Exclusive Project.

d. Client is not required to accept Consultant's approval or disapproval of the plans for any Project for which Consultant performs Services hereunder. Notwithstanding the foregoing, Consultant will be entitled to retain all applicable Fees paid to Consultant hereunder with respect to the Services that Consultant performed.

3. CLIENT RESERVED PROJECTS.

a. Client shall have the right to independently perform plan reviews and take any other action that would otherwise fall within the scope of the Services with respect to any Client Reserved Project. Within five (5) business days following the submission of a plan review to Consultant for a Project that constitutes a Client Reserved Project, Consultant shall notify Client of such submission. Within five (5) business days following such notice, Client shall notify Consultant in writing whether Client elects to perform the plan review and/or any other action that would otherwise fall within the scope of the Services with respect to such Client Reserved Project. If

Client either (i) fails to provide such notice within such five (5) business day period, or (ii) elects not to perform such plan review and/or other action. If Client elects to perform such plan review and/or other actions with respect to such Project, then Client shall be solely responsible and liable for all plan reviews and all other obligations, and Consultant shall have no obligations of any kind or nature, with respect to any Project that Client has elected to perform (and such Project shall not constitute an Accepted Project).

b. Notwithstanding anything to the contrary in this Agreement, Client may only perform plan reviews with respect to any Project if Client conducts such plan reviews using one or more qualified individuals that maintain the license(s) required to perform such plan reviews (without reliance on any of Consultant's or any of its personnel's licenses, or any requirement for Consultant to oversee such plan reviews) for the applicable Project and are in good standing with the applicable licensing authority.

c. Client may request that the Department perform any plan review with respect to any Project in lieu of Consultant, in which case Consultant shall have no obligations of any kind or nature with respect to such Project.

4. CLIENT OBLIGATIONS.

a. Client shall take all actions necessary to either (i) receive delegated authority from the Department to perform building inspection services, or (ii) become an appointed agent of the Department to examine plans and make inspections for building and alterations for Projects of unlimited size, in each case pursuant to the applicable provisions of Wis. Stat. § 101.12 (in either such case, an "Appointed Agent"). Client shall comply in all respects with all applicable statutes, codes and regulations pertaining to obtaining or maintaining its status as an Appointed Agent including, without limitation, adopting or amending any applicable ordinances. Consultant agrees to provide commercially reasonable assistance to Client with respect to obtaining Appointed Agent status, provided that (y) all out of pocket fees and expenses incurred by Consultant shall be promptly reimbursed by Client, and (z) Consultant shall have no obligation to commence or participate in any legal action or similar proceeding in connection therewith.

b. Client shall be solely responsible for determining the requirements for the commencement of any Project including, without limitation, any and all required documentation, approvals, permits, bonds, zoning compliance, historical review and architectural review board approvals with respect to any such Project.

c. Client shall provide (whether or not requested by Consultant), in a timely manner and (if applicable) promptly upon Consultant's request, all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation and information reasonably required to perform the Services.

d. Client shall employ or retain, at its sole cost and expense, a sufficient number of licensed and credentialed inspectors to the extent required by the Department to obtain, or maintain (as applicable), Appointed Agent status.

e. Notwithstanding anything to the contrary, any deadline for the performance of Services by Consultant shall be extended to the extent, and for the duration, that Client fails to comply with any provision of this Section 4.

5. FEES; INVOICES.

a. In consideration of Consultant performing the Services, Consultant shall be entitled to the applicable fees for the Services performed as set forth on **Exhibit B** (the "Fees"). Fees are payable in full to Consultant by the applicant of a Project (an "Applicant") prior to Consultant's commencement of Services with respect to such Project; provided, however, that if such applicant fails to pay the applicable Fees with respect to any Project for which Consultant performs Services for any reason as reasonably determined by Consultant (including, without limitation, in the event of a bounced or fraudulent check or credit charge), then Client shall be responsible for paying and shall promptly pay the Fees for such Services directly to Client. For the avoidance of doubt, Consultant shall not be required to (i) initiate any litigation or collections proceeding against any Applicant, (ii) engage any collections agency or other third party, or (iii) otherwise incur any out-of-pocket fees or expenses of any kind or nature, in each case for the purpose of collecting any amounts owed by any Applicant.

b. On each three (3) year anniversary of the Effective Date (each, a "Fee Escalation Anniversary"), Consultant and Client agree to negotiate in good faith a reasonable increase in the Base Fees. If Consultant and Client are not able to agree on a reasonable increase in the Base Fees within the ninety (90) day period following an applicable Fee Escalation Anniversary, then the Base Fees will automatically increase upon the expiration of such ninety (90) day period based on the most recent increase of the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) from the last time that Base Fees were increased or established (as applicable), as determined by Consultant in its reasonable discretion.

c. Within fifteen (15) days following the end of each month during the term of this Agreement, Consultant shall deliver to Client an invoice (which shall include applicable supporting documentation) setting forth (i) the amount of Fees owed to Consultant for Services performed during the previous month, (ii) the amount of Fees actually collected by Consultant during the previous month, (iii) Client's portion of the Base Fees (as set forth on Exhibit A) actually collected by Consultant during the previous month and (iv) any incidental charges or out-of-pocket expenses that are reimbursable by Client in accordance with the terms of this Agreement and the Exhibits hereto (collectively, "Reimbursable Costs"). Client shall have the right to dispute any item set forth on any such invoice during the fifteen (15) day period following the date such invoice was issued, in which case the Parties agree to negotiate in good faith to attempt to resolve such dispute. If Client does not dispute any item on an invoice within such fifteen (15) day period, then Client shall be deemed to have waived its right to dispute such invoice.

d. Within forty-five (45) days following the date of such invoice, Consultant shall remit to Client its portion of the Base Fees (as set forth on **Exhibit A**) actually collected by Consultant during the previous month in accordance with the written instructions of Client.

e. Within fifteen (15) days following Consultant's delivery of an invoice to Client, Client shall pay to Consultant the amount of any Reimbursable Costs set forth on such invoice.

6. DOCUMENT AND PLAN SUBMISSIONS. Client shall take all reasonable efforts necessary, including, without limitation, adopting any ordinances, to permit and enable the electronic submission of plans and other associated documents for review (collectively, "Submitted Documents") in .pdf format. If the electronic submission of Submitted Documents in .pdf format is not possible after Client has taken all such reasonable efforts, then the submission thereof in paper format shall be permissible. In such case, Client and Consultant shall create and implement a procedure for the shipping and handling of Submitted Documents to Consultant to enable Consultant to perform the Services with respect to such Submitted Documents. Any direct or indirect charges, fees or expenses associated with labor, material, or other costs arising from or in connection with the delivery of Submitted Documents to approved third party couriers to ship materials, whether to Consultant, Client or any third party, shall be the sole responsibility of Client, and shall be included in the Reimbursable Costs.

7. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year periods, unless a Party notifies the other Party in writing at least thirty (30) days prior to the date on which the term of this Agreement will renew of such Party's election not to renew this Agreement. Notwithstanding the foregoing, if the time for performance of any Services has not expired as of the date the term of this Agreement would otherwise expire, then the term of this Agreement shall automatically extend to the date on which the time for performances of such Services expires.

8. TERMINATION.

a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, with or without cause at any time.

b. Each Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days after receipt of written notice of such breach; or

ii. (I) becomes insolvent or admits its inability to pay its debts generally as they become due; (II) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. In the event of termination, Consultant shall retain its portion of the Fees for Services completed up to and including the effective date of termination. In addition, Consultant shall have the right to return to Client or otherwise dispose of any Submitted Documents without comments or the performance of any Services with respect thereto.

d. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 9 (Indemnification), 10 (Limitation of Liability), 14 (Ownership of Documents), 15 (Confidentiality), 19 (Dispute Resolution), 20 (Choice of Forum), 21 (Waiver of Jury Trial), 22 (Governing Law), and any other term or condition under this Agreement which by its nature should survive the termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

9. INDEMNIFICATION. Client agrees to defend, indemnify and hold Consultant and its members, directors, managers, officers, employees, affiliates, agents and representatives (each, a "Consultant Indemnified Party") harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees), penalties, damages, liabilities, losses, taxes, demands, lawsuits, claims, proceedings and/or causes of action incurred by or asserted against any Consultant Indemnified Party arising from or in connection with or otherwise related to (a) any breach by Client of any representation, covenant, agreement or obligation set forth in this Agreement, (b) personal injury (including death) or damage to real or personal property resulting from any act or omission of Client or any of its employees, affiliates, agents and/or representatives, (c) any negligent or more culpable act or omission of Client or any of its employees, affiliates, agents and/or representatives (including any reckless or willful misconduct), (d) any failure by Client or any of its employees, affiliates, agents and representatives to comply with any applicable federal, state, or local laws, statutes, regulations, or codes, (e) any Project for which Consultant did not perform any Services (including, without limitation, any Client Reserved Project or any Project for which Client or the Department performed plan reviews), and/or (f) any failure of Client to adequately inspect any Project.

10. LIMITATION OF LIABILITY.

a. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND

CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT.

d. The exclusions and limitations in Section 10(a) and Section 10(b) shall not apply to Client's indemnification obligations under Section 9.

11. SUBCONTRACTORS. Consultant shall have the right to subcontract all or portions of the Services without notice to Client; provided that Consultant shall not be relieved of any of its obligations under this Agreement. Upon completion of the Services for an applicable Project, Consultant shall provide Client a list of all personnel utilized in the completion of the Services (whether or not such personnel are subcontractors), including applicable license information for such personnel and the portion of the Services performed by such personnel.

12. INSURANCE.

a. Consultant shall procure and maintain the following insurance policies with at least the minimum insurance coverages listed below:

i. Commercial general liability insurance with a combined single limit of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate, which shall include coverage for all premises and operations of Consultant, bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.

ii. Professional liability insurance with a combined single limit of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate.

iii. Umbrella insurance with a limit of five million dollars ($5,000,000).

b. Consultant's insurance policies will not cover subcontractors as named insureds. Subcontractors that perform any Services shall be required to maintain their own insurance coverage for the same limits and requirements as set forth in this Agreement, covering their respective portion of the Services performed.

c. Consultant shall provide certificates of insurance reflecting the above coverages to Client upon request.

13. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. The details of the method and manner for performance of the Services by Consultant shall be under its own control. Consultant shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.

14. OWNERSHIP OF DOCUMENTS.

a. All intellectual property rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Consultant in performing the Services and developed or acquired by Consultant prior to or independently of this Agreement shall be owned exclusively by Consultant and its licensors.

b. Client hereby grants Consultant a nonexclusive, nontransferable and fully-paid license to use and display Client's name in Consultant's marketing materials, on its website, and for other similar purposes.

15. CONFIDENTIAL INFORMATION.

a. All non-public, confidential or proprietary information of Consultant ("Confidential Information"), including, but not limited to, information about Consultant's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Client in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by Consultant in writing. Client shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this Agreement; (ii) is obtained by Client on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Client establishes by documentary evidence, was in its possession prior to Consultant's disclosure hereunder; (iv) was or is independently developed by Client without using any of the Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, in which case Client shall provide Consultant with prompt written notice thereof to permit Consultant an opportunity to appeal or challenge any such purportedly required disclosure.

b. Client shall be responsible for any breach of this Section 15 caused by any of its employees, contractors, agents, or representatives. At any time during or after the term of this Agreement, at Consultant's written request, Client shall promptly return to Consultant all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Consultant that the Confidential Information has been destroyed. Client's obligations under this Section 15 will survive termination or expiration of this Agreement for a period of three (3) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

16. REQUIRED AUTHORIZATIONS. Each of the Parties represents that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail. A Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18:

If to Client:	If to Consultant:
Name: City of Greenfield Attn: Jeff Katz Address: 7325 W. Forest Home Ave. Greenfield, WI 53220 Email: jeffrey.katz@greenfieldwi.us	EPLEX, LLC (d/b/a E-Plan Exam) Attn: David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005 Email: damattox@eplanexam.com

19. DISPUTE RESOLUTION. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), shall be submitted for negotiation and resolution to the President of Consultant (or to such other person of equivalent or superior position designated by Seller in a written Notice to Client) and to the recipient of Notices for Client (as set forth in Section 18, above), by delivery of written Notice (each, a "Dispute Notice") from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within 90 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 20, 21 and 22 hereunder.

20. CHOICE OF FORUM. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. WAIVER OF JURY TRIAL. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any [exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules,

attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

22. GOVERNING LAW. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

23. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Consultant hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns; and (i) other similar events beyond the reasonable control of the impacted Party.

24. AMENDMENTS. Any changes to Services, and any other proposed amendments to this Agreement, exhibits, schedules, attachments, and appendices attached to this Agreement, shall be mutually agreed upon between the Parties and shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed (by both Parties) amendment to this Agreement.

25. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

26. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement, and any amendments hereto, may be executed by electronic means (e.g., via DocuSign, .portable document format or any other electronic signature) and in any number of counterparts, and each such counterpart and electronic executed copy hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

27. ASSIGNMENT. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consultant's assets without Client's consent.

28. ENTIRE AGREEMENT. This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. The Parties expressly agree that no terms or conditions

set forth in any form or document issued by Client and/or the Applicant shall be deemed to modify or amend the terms of this Agreement (all of which are hereby rejected by Consultant) unless expressly agreed to in writing by Consultant. The acceptance of any Accepted Project by Consultant is expressly made conditional on, and subject to, the acceptance of the terms and conditions set forth in this Agreement, notwithstanding any terms or conditions in any other form or document that may be different from, or in addition to, the terms and conditions set forth herein.

[*Signature Page Follows*]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

By: ______________________________________
Michael J. Neitzke
Mayor Date ________________

By: ______________________________________
Jennifer Goergen
City Clerk Date ________________

By: ______________________________________
Paula Schafer
Finance Director Date ________________

By: ______________________________________
Chris Geary
City Attorney Date ________________
Approved as to form

Consultant: EPLEX, LLC ____________________

Signature: ________________________________

Printed Name: ____________________________

Title: ____________________________________

Date: ____________________________________

Exhibit A – Services

1. PLAN REVIEW SERVICES
   Plan review is limited to Building, HVAC, and Plumbing trades/disciplines for Accepted Projects.

2. PLAN REVIEW FEE:
   - Building, HVAC, and Plumbing plan review Fees shall be based upon the fee schedule set forth on **Exhibit B**.
   - Base Fees will be split with Client as follows:
     - **90%** of Base Fees that are collected by Consultant are retained by Consultant and **10%** are remitted to Client, in each case in accordance with the terms of the Agreement.
       - Out of Consultant's retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

<u>Exhibit B – Fees</u>

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING & HVAC		
1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.		
2. A separate plan review fee is charged for each type of plan review.		
Base Fee Schedule (“<u>Commercial Plan Base Fees</u>”)		
Area (Square Feet)	**Building Plans**	**HVAC Plans**
Less than 500 sf	$200	$150
501 sf - 2,500	$300	$180
2,500 - 5,000	$350	$250
5,001 – 7,500	$600	$350
7,501 - 10,000	$750	$400
10,001 – 15,000	$850	$500
15,001 - 20,000	$1,100	$550
20,001 - 30,000	$1,350	$600
30,001 - 40,000	$1,700	$1,000
40,001 - 50,000	$2,300	$1,350
50,001 - 75,000	$3,200	$1,700
75,001 - 100,000	$4,000	$2,400
100,001 - 200,000	$6,500	$3,200
200,001 - 300,000	$11,400	$7,300
300,001 - 400,000	$16,800	$10,600
400,001 - 500,000	$20,000	$13,000
Over 500,000	$22,000	$14,500

BUILDING & HVAC FEE SCHEDULE NOTES	
Note:	1. A Plan Entry Fee of $100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.
	2. Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be $150.00.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant’s Plan Examiner and Client’s Inspection Services Department may result in additional charges as appropriate
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.

Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Plumbing Plan Review Fee Schedule **Plumbing Site work - Stormwater Review Base Fees ("Stormwater Base Fees")**	
Acres (area of drained to a plumbing system)	Fee
up to 5	\$400.00
greater than 5 up to 10	\$600.00
greater than 10 up to 15	\$750.00
Each acre beyond 15 (rounded up)	\$750.00 base plus \$50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees ("Exterior Plumbing Base Fees")	
\$40.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees ("Interior Plumbing Base Fees")	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	\$250.00 + \$3.50 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	\$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant's Plan Examiner and Client's Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be \$150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.

3. Supplemental Services as Required by Client:
   - The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at $225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
     - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:
   - ✓ One optional remote code consultation meeting after conclusion of the first review.
   - ✓ Consultation via phone during duration of Project regarding reviews performed.
   - ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
     - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
   - ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
   - ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT
   Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact	Plan Review Management Contact
David Adam Mattox, P.E.	John Cunningham
414-635-3274	414-240-6512
damattox@eplanexam.com	Johncunningham@eplanexam.com

Exhibit C – Client Reserved Projects

1. **Fire Alarm System Plans**
2. **Fire Suppression System Plans**

PACKETS FOR WEDNESDAY, 3 / 26 / 2025 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	3/21/2025	$	207,241.80
AP CHECKS		$	
AP CHECKS		$	
AP CHECKS		$	
WIRE TRANSFERS		$	
P-CARDS -		$	
		TOTAL $	207,241.80

CC: PAULA

CC: FINANCE FOLDER