



COMMON COUNCIL MEETING AGENDA

Tuesday, April 15, 2025 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the March 18, 2025 Common Council minutes
- E. Approval of the April 2, 2025 Common Council minutes
- F. Mayor's Report
- G. Aldermanic Reports
- H. Announcements
- I. Citizen Commentary
- J. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Auto Restyling Center, a multi-tenant building providing auto body, paint, and interior repair and maintenance, automotive glass replacement, car detailing, and tire dealing, to be located at 8512 W. Forest Home Ave, submitted by Taghred Khalil, d/b/a Q Management. (Tax Key No. 615-9994-000) (PC-3/11/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Auto Restyling Center, a multi-tenant building providing auto body, paint, and interior repair and maintenance, automotive glass replacement, car detailing, and tire dealing, to be located at 8512 W. Forest Home Ave, submitted by Taghred Khalil, d/b/a Q Management. (Tax Key No. 615-9994-000) (PC-3/11/25 Kastner)
 - b. Approve Site Review and Landscaping Plans for Auto Restyling Center, a multi-tenant building providing auto body, paint, and interior repair and maintenance, automotive glass replacement, car detailing, and tire dealing, to be located at 8512 W. Forest Home Ave, submitted by Taghred Khalil, d/b/a Q Management. (Tax Key No. 615-9994-000) (PC-3/11/25 Kastner)
 - 2. Public Hearing on a Special Use Permit for Melt N Dip Food Truck, a proposed food truck business, located at 7820 W. Layton Ave., submitted by Heba Awadallah, d/b/a Melt N Dip. (Tax Key No. 605-9956-005) (PC-3/11/25 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Melt N Dip Food Truck, a proposed food truck business, located at 7820 W. Layton Ave., submitted by Heba Awadallah, d/b/a Melt N Dip. (Tax Key No. 605-9956-005) (PC-3/11/25 Kastner)
 - b. Approve a Site Review for Melt N Dip Food Truck, a proposed food truck business, located at 7820 W. Layton Ave., submitted by Heba Awadallah, d/b/a Melt N Dip. (Tax Key No. 605-9956-005) (PC-3/11/25 Kastner)
 - 3. Public Hearing on a Special Use Permit for Mr. Chicken Food Truck, a proposed food truck business, located at 3322 W. Loomis Rd., submitted by Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC. (Tax Key No. 553-0436-001) (PC-3/11/25 Kastner)

- a. Approve a Resolution for a Special Use Permit for Mr. Chicken Food Truck, a proposed food truck business, located at 3322 W. Loomis Rd., submitted by Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC. (Tax Key No. 553-0436-001) (PC-3/11/25 Kastner)
- b. Approve a Site Review for Mr. Chicken Food Truck, a proposed food truck business, located at 3322 W. Loomis Rd., submitted by Mustafa Almonsa, d/b/a Mr. Chicken USA, LLC. (Tax Key No. 553-0436-001) (PC-3/11/25 Kastner)

K. 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)

L. New Business

1. Appointment of Council President for a one-year term (currently Bailey)
2. 2025 Council Representative appointments to various committees and commissions:
 - a. Council appointments:
 - i. Three members to the Finance & Human Resources Committee for a term to expire 4/20/26 (currently Saryan, Bailey, Kastner)
 - ii. Three members to the Legislative Committee for a term to expire 4/20/26 (currently Drzewiecki, Bailey, Saryan)
 - iii. One member to the Park & Recreation Board for a term to expire 4/20/26 (currently Saryan)
 - iv. One member to the Plan Commission for a term to expire 4/20/26 (currently Kastner)
 - b. Mayor appointments, confirmed by Council:
 - i. One member to the Public Library Board for a term to expire 4/20/26 (currently Drzewiecki)
 - ii. Three members to the Board of Public Works for a term to expire 4/20/26 (currently Akers, Bailey, Drzewiecki)
 - iii. One member to the Tree Commission for a term to expire 4/19/27 (currently Bailey)
3. Appointments to various committees and commissions:
 - a. Council appointments:
 - i. One member to the Board of Public Works for a term to expire 5/1/27 (currently Denise Collins)
 - b. Mayor appointments, confirmed by Council:
 - i. One member to the Fire & Police Commission for a term to expire 5/1/30 (currently Steve Brown)
 - ii. One member to the Board of Review for a term to expire 5/1/30 (currently Donald Reid)
 - iii. One alternate member to the Board of Review for a term to expire 5/1/30 (currently David Scherbarth)
 - iv. Two members to the Tree Commission for a term to expire 5/1/27 (currently Robert Hansen and Andrew Drzewiecki)
 - v. Two members to the Zoning Board of Appeals for a term to expire 5/1/28 (currently Kevin Thomas and Donald Reid)

- c. Mayor appointments:
- i. Two members to the Plan Commission for a term to expire 5/1/28 (currently Steve Rogers and Donald Carlson)
 - ii. One alternate member to the Plan Commission for a term to expire 5/1/28 (currently Danielle Wojak)
 - iii. Designation of Chairperson of Zoning Board of Appeals (currently Michael Braswell)
4. Approve applications for 2024-2025 operator licenses (Goergen)
 5. 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 New Bike Audio & Lighting Event on April 26, 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)
 6. Daniels Palace, Rachel Daniels, Agent, requests an extension of the licensed premises of their Combination "Class B" Beer and Liquor License and Entertainment License for the Bags League to include: the front of the building, and it will have temporary fencing. Alcohol sales will be inside the building. The events will be on May 7, May 14, May 21, May 28, and June 4, 2025 from 6:00 PM to 10:00 PM at 3800 S. 108th Street. (Goergen)
 7. Approve a Resolution for a Special Use Review for an ownership and business name change to Lake Auto Glass, an existing automotive glass replacement shop, located at 4440 S. 108th St., submitted by Justin M. Faltus, d/b/a Auto Glass Brands, LLC. (Tax Key No. 608-9991-001) (Neitzke)
 8. Approve an Outdoor Special Event application for the National Knock Out Rose Day event, to be located at 10020 W. Meadow Dr., May 9, 2025, and waive all applicable license/ permit/ application fees. Application includes the following permits: Outdoor Special Event and Food. (Vlach)
 9. Approve an Outdoor Special Event application for The Ridge Food Truck Nights, to be located at 4500 S. 108th St., May 22, June 26, July 24, and August 28, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event and Food. (Vlach)
 10. Approve an Outdoor Special Event application for the Greater Greenfield Lions Club Cruisin' Car Show, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), May 24, 2025, and waive all applicable license/ permit/ application fees. Application includes the following permits: Outdoor Special Event. (Vlach)
 11. Approve an Outdoor Special Event application for the Greater Greenfield Lions Club Kulwicki Open House, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), June 1, 2025, and waive all applicable license/ permit/ application fees. Application includes the following permits: Outdoor Special Event. (Vlach)
 12. Approve an Outdoor Special Event application for the Salvation Army Rummage Sale event, to be located at 2900 W. Cold Spring Rd., on June 14, July 12, August 9, September 13, and October 11, 2025, and all applicable licenses/permits, and waive the application fee. Application includes the following permits: Outdoor Special Event. (Vlach)
 13. Approve an Outdoor Special Event application for the Greenfield July 4th Celebration, to be located at Konkel Park, 5151 W. Layton Ave., July 4, 2025, and waive all applicable license/permit fees. Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's License, Extension of Premises (opening ceremonies, pageant, chicken wing eating contest, band, and DJ), Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial building, electrical, and plumbing. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Vlach)

14. Approve an Outdoor Special Event application for the Salvation Army MKE Racing Charity and Car Show, to be located at 2900 W. Cold Spring Rd., June 28, 2025, and all applicable licenses/ permits, and waive application fee. Application includes the following combination of licenses/permits: Outdoor Special Event. (Vlach)
15. Approve Site, Landscaping, and Architectural Plans for proposed new construction of a multi-family apartment complex, on property generally located on the west side of the 4400 block of S 92nd Street, south and west of Fire Station 92, submitted by Bill Ohm, d/b/a Cobalt Partners, LLC and Eric Harrmann, d/b/a AG Architecture. (Tax Key Nos. 607-9981-006 and 607-9981-007) (PC-4/8/25 Kastner)
16. Approve an agreement with RA Smith for Engineering Services in the amount of \$72,800. (Katz)
17. Approve an agreement with Garland Company Inc. for project number 2505 Law Enforcement Center Roof in the amount of \$523,545. (Katz)
18. Discussion and decision to approve purchase of a street light pole handling attachment from the New Equipment account 010-1901-580.1100 (4/9/25 F&HR S. Saryan)
19. Discussion and decision to transfer the clearing account balance in excess of 7% of the total escrow fund (Fund 825) to GENRES in the amount of \$14,532. (4/9/25 F&HR S. Saryan)
20. Discussion and decision to establish the 2025 Sewer Service Rates as proposed in the 2025 Adopted Budget. (4/9/25 F&HR S. Saryan)
21. Approval of schedules of disbursements in the amount of \$2,396,988.49. (4/9/25 F&HR S. Saryan)
22. Approval of mileage reimbursements in the amount of \$785.47. (4/9/25 F&HR S. Saryan)
23. 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 a 2024-2025 operator license to the following:
 - a. Cassandra Zacher
24. Adjourn closed session and reconvene into open session.
25. Decision re: 2024-2025 Operator's License for Cassandra Zacher. (Goergen)

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.

RESOLUTION NO. _____

Special Use Permit for Auto Restyling Center, a multi-tenant building providing auto body, paint, interior repair & maintenance, auto glass replacement, car detailing, and tire dealing services, to be located at 8512 W. Forest Home Ave, submitted by Taghred Khalil, d/b/a Q Management (Tax Key No. 615-9994-000)

WHEREAS, Taghred Khalil d/b/a Q Management, 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 multi-tenant building providing auto body, paint, interior repair & maintenance, auto glass replacement, car detailing, and tire dealing business to be located at 8512 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on April 15, 2025, 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 applicant, Taghred Khalil d/b/a Q Management, resides at 5205 W. Bottsford Ave., Greenfield, WI 53220.
2. The applicant will own the property.
3. The Auto Restyling Center will occupy the entire approximately 10,000 sq. ft. building located at 8512 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 6117, being a part of the Southwest 1/4 Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 615-9994-000

Said land being located at 8512 W. Forest Home Ave.

4. The applicant is proposing to establish an auto body, paint, interior repair & maintenance, auto glass replacement, car detailing, and tire dealing business in the existing commercial building. The applicant will operate the building as a multi-tenant space, renting out the service bays to different tenants.
5. The aforesaid premise is zoned C2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits automotive body, paint, and interior repair and maintenance; automotive glass replacement shops; car detailing; and tire dealers as Special Uses, 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 W. Forest Home Ave. south of W. Layton Ave. that is developed for commercial uses. Properties to the west, east, and south are developed for commercial uses. Properties to the north and west are developed for residential use. The property to the immediate west is vacant and undeveloped.

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 Taghred Khalil, d/b/a Q Management, to establish Auto Restyling Center, a proposed multi-tenant building providing auto body, paint, interior repair & maintenance, auto glass replacement, car detailing, and tire dealing business, to be located at 8512 W. Forest Home Ave., 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 March 11, 2025 and by the Common Council on April 15, 2025. 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 the building will be 8:00am to 9:00pm, daily.
4. Off-Street Parking. A total of 24 off-street parking stalls are required for Auto Restyling Center. The property will provide 21 off-street parking stalls. The Common Council may waive the 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 must be 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 by a four-sided board-on-board refuse 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.

Taghred Khalil, d/b/a Q Management

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

Special Use Permit for Melt N Dip Food Truck, a proposed food truck business, located at 7820 W. Layton Ave., submitted by Heba Awadallah, d/b/a Melt N Dip (Tax Key No. 605-9956-005)

WHEREAS, Heba Awadallah, d/b/a Melt N Dip, 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 Melt N Dip Food Truck, a proposed food truck business, located at 7820 W. Layton Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on April 15, 2025, 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 applicant, Heba Awadallah, d/b/a Melt N Dip, currently leases the tenant space located at 7820 W. Layton Ave., Greenfield, WI 53220.
2. The owner of the property is Frank Grainer Real Estate, 5000 S Towne Dr., Ste 100, New Berlin, WI 53151.
3. Melt N Dip currently occupies approximately 2,250 sq. ft. of tenant space within the multi-tenant building located at 7820 W. Layton Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 7085, being a part of the Southeast ¼ Section 21, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 605-9956-005

Said land being located at 7800-7860 W. Layton Ave..

4. The applicant is proposing to establish a food truck business within the existing multi-tenant building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits mobile food services 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 W. Layton Ave. corridor that is developed for commercial uses. Properties to the north are developed as right-of-way. Properties to the east and west are developed as commercial. Properties to the south are developed as institutional and 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 Heba Awadallah, d/b/a Melt N Dip, for establishment of a proposed food truck from Melt N Dip, an existing limited-service restaurant, located at 7820 W. Layton Ave, 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 March 11, 2025 and by the Common Council on April 15, 2025. 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 Melt N Dip Food Truck, will be 12:00pm to 12:00am, daily.
4. Off-Street Parking. The entire commercial building requires a total of 276 off-street parking spaces. The property will provide 233 off-street parking stalls. Common Council may waive this 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 must be 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 by a four-sided board-on-board refuse 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.

Heba Awadallah, d/b/a Melt N Dip

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

S:\Planning\Plan Commission\2025\3-11-25\Melt N Dip - Food Truck SUP\Resolution - Melt N Dip Food Truck.docx

RESOLUTION NO. _____

Special Use Permit for Mr. Chicken Food Truck, a proposed food truck business, located at 3322 W. Loomis Rd., submitted by Mustafa Almousa, d/b/a Mr. Chicken USA, LLC (Tax Key No. 553-0436-001)

WHEREAS, Mustafa Almousa, d/b/a Mr. Chicken USA, 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 Mr. Chicken Food Truck, a proposed food truck business, located at 3322 W. Loomis Rd.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on April 15, 2025, 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 applicant, Mustafa Almousa, d/b/a Mr. Chicken USA, LLC, resides at 1404 Milwaukee Ave., South Milwaukee WI 53172.
2. The applicant will own the property.
3. Mr. Chicken currently occupies the entirety of the commercial building located at 3322 W. Loomis Rd., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lots 25 through 28 of Block 14 in Lynndale No. 2, a recorded subdivision, being a part of the Southeast $\frac{1}{4}$ of Section 13, Township 6 North, Range 21 East in the City of Greenfield, Milwaukee County, State of Wisconsin.

Tax Key No. 553-0436-001

Said land being located at 3322 W. Loomis Rd.

4. The applicant is proposing to establish a food truck business within the existing multi-tenant building.
5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits mobile food services 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 W. Loomis Rd. corridor that is developed for commercial uses. Properties to the north are developed as residential uses; properties to the east and west are developed as commercial; properties to the south are in the City of Milwaukee and are developed as residential uses.

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 Mustafa Almousa, d/b/a Mr. Chicken USA, LLC, for establishment of a proposed food truck from Mr. Chicken, an existing limited-service restaurant, located at 3322 W. Loomis Rd., 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 March 11, 2025 and by the Common Council on April 15, 2025. 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 Mr. Chicken Food Truck, will be 10:00m to 12:00am, Mondays through Wednesdays, and 10:00am to 2:00am Thursdays through Sundays.
4. Off-Street Parking. The entire commercial building requires a total of 39 off-street parking spaces. The property will provide 26 off-street parking stalls. Common Council may waive this 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 must be 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 by a four-sided board-on-board refuse 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.

Mustafa Almousa, d/b/a Mr. Chicken USA, LLC

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

S:\Planning\Plan Commission\2025\3-11-25\Mr. Chicken - Food Truck SUP\Resolution - Mr. Chicken Food Truck 4-15-25.docx

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

04/10/2025

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Gangadhara Rao Lam	4141 S 60th ST #27	Greenfield, WI 53220
Nicole Marie Bettinger	2575 S Calhoun DR Apt 207	New Berlin, WI 53151
Priscilla Judith Lopez Sanchez	1030 W Eden PL	Milwaukee, WI 53221
Steven Paul McComb	5011 S Heritage DR 204	Greenfield, WI 53220
Victoria Lara	3433 S Wollmer RD #301	Greenfield, WI 53228

RESOLUTION NO. _____

Special Use Permit for an ownership and business name change to Lake Auto Glass, an existing automotive glass replacement shop, located at 4440 S 108th St., submitted by Justin M. Faltus, d/b/a Auto Glass Brands, LLC. (Tax Key No. 608-9991-001)

WHEREAS, Justin M. Faltus, d/b/a Auto Glass Brands, 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, for an ownership and business name change to Lake Auto Glass, an existing automotive glass replacement shop, located at 4440 S 108th St.; and,

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

1. The applicant, Justin M. Faltus, d/b/a Auto Glass Brands, LLC, resides at 4901 N. Armenia Ave., Tampa FL 33603.
2. The property is owned by Franz Klagmann, W145 N5087 Stone Dr., Menomonee Falls, WI 53051.
3. Nations Auto Glass will occupy approximately 2,600 sq. ft. of space within the multi-tenant building located at 4440 S 108th St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3639, being a part of the Southwest ¼ Section 20, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 608-9991-001

Said land being located at 4420-4440 S. 108th St.

4. The applicant is proposing to rename and take ownership of an existing automotive glass replacement shop within the existing multi-tenant building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits automotive glass replacement shops 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. 108 St. commercial corridor. Properties to the south and west are developed as commercial. Properties to the north and east are developed as park and recreation.
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 Justin M. Faltus, d/b/a Auto Glass Brands, LLC, for an ownership and business name change to Lake Auto Glass, an existing automotive glass replacement shop, located at 4440 S 108th 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 Common Council on October 21, 2003. 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 Nations Auto Glass, will be 8:00am to 5:00pm, Monday through Friday.
4. Off-Street Parking. The business requires 4 off-street parking spaces. The tenant space is allotted 10 of the total 60 off-street parking stalls on the property.
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 splay from the property boundaries. Full-cut off fixtures and or house side shields must be 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 by a four-sided board-on-board refuse 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.

Justin M. Faltus, d/b/a Auto Glass Brands

Provided to applicant on the
_____ day of _____, 2025

City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

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Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for the National Knock Out Rose Day event, to be located at 10020 W. Meadow Dr., on Friday, May 9, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event and Food.

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Friday, May 9	Food Trucks, Bouquet Making, Sidewalk Chalk, Bubbles	3:00pm	6:00pm

Set-up: Friday, May 9, 2025 at 9:00am

Breakdown: Friday, May 9, 2025 at 8:00pm

Applicant is requesting to waive all fees.

Recommendation: Approve the Outdoor Special Event application for the National Knock Out Rose Day event, to be located at 10020 W. Meadow Dr., May 9, 2025 and all applicable licenses/permits, and waive any applicable fees.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for The Ridge Food Truck Nights, to be located at 4500 S. 108th St., May 22, June 26, July 24, and August 28, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event and Food.

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Thursday, May 22	Food Trucks	4:00pm	7:00pm
Thursday, June 26	Food Trucks	4:00pm	7:00pm
Thursday, July 24	Food Trucks	4:00pm	7:00pm
Thursday, August 28	Food Trucks	4:00pm	7:00pm

Set-up: One hour before start time each day.

Breakdown: One hour after end time each day.

Recommendation: Approve an Outdoor Special Event application for The Ridge Food Truck Nights, to be located at 4500 S. 108th St., May 22, June 26, July 24, and August 28, 2025 and all applicable licenses/permits.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for the Greater Greenfield Lions Club Cruisin' Car Show, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), on Saturday, May 24, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event.

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Saturday, May 24	Car Show	8:00am	2:00PM

Set-up: Saturday, May 24, 2025 at 7:00am

Breakdown: Saturday, May 24, 2025 at 3:00pm

The amplified music will start at 8am and end at 2pm.

Applicant is requesting to waive all fees.

Recommendation: Approve an Outdoor Special Event application for the Greater Greenfield Lions Club Cruisin' Car Show, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), May 24, 2025, and all applicable licenses/permits, waive any applicable fees.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for the Greater Greenfield Lions Club Kulwicki Open House, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), on Sunday, June 1, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event.

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Sunday, June 1	Open House Exhibition	8:00am	4:00PM

Set-up: Sunday, June 1, 2025 at 7:00am

Breakdown: Sunday, June 1, 2025 at 5:00pm

Applicant is requesting to waive all fees.

Recommendation: Approve an Outdoor Special Event application for the Greater Greenfield Lions Club Kulwicki Open House, to be located at 10777 W. Cold Spring Rd. (Kulwicki Park), June 1, 2025, and all applicable licenses/permits, waive any applicable fees.

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



Committee: Common Council Item Number:
Introduced By: Neighborhood Services (Vlach)
Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for the Salvation Army Rummage Sale event, to be located at 2900 W. Cold Spring Rd., on June 14, July 12, August 9, September 13, and October 11, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event.

All various dept. review/approval has occurred.

<u>Event Dates</u>	<u>Setup Time</u>	<u>Start Time</u>	<u>End Time</u>	<u>Breakdown Time</u>
Saturday, June 14	8:00AM	9:00AM	3:00PM	4:00PM
Saturday, July 12	8:00AM	9:00AM	3:00PM	4:00PM
Saturday, August 9	8:00AM	9:00AM	3:00PM	4:00PM
Saturday, September 13	8:00AM	9:00AM	3:00PM	4:00PM
Saturday, October 11	8:00AM	9:00AM	3:00PM	4:00PM

Applicant is requesting to waive all permit fees.

Recommendation: Approve an Outdoor Special Event application for the Salvation Army Rummage Sale event, to be located at 2900 W. Cold Spring Rd., on June 14, July 12, August 9, September 13, and October 11, 2025, and all applicable licenses/permits, and waive application fees.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for the City of Greenfield 4th of July Celebration, to be located at 5151 W. Layton Ave. (Konkel Park), on Friday, July 4, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event, Temporary Operator's License, Extension of Premises (opening ceremonies, pageant, chicken wing eating contest, band, and DJ), Temporary Class "B" Retailer's License (beer), Parade License, Food, and Commercial Building/Electrical/Plumbing.

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>Beer/ Band</u> <u>Finish</u>	<u>End Time</u>
Friday, July 4	Pageant, Chicken Wing Eating Contest, Band, DJ, and Speech	11:00am	11:00PM	11:00PM (fireworks at 9:45pm)

Set-up: Friday, July 4, 2025 at 8:00am

Breakdown: Friday, July 4, 2025 after fireworks

The parade will begin at 12:15 and complete at approximately 1:30pm. The route will commence at 68th and Layton and terminate at 51st and Layton.

Applicant is 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, 2025 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: Gina Vlach, City Planner

Date Introduced: April 15, 2025

RELATING TO:

Outdoor Special Event application for The Salvation Army Car Show, to be located at 2900 W. Cold Spring Rd., July 26, 2025.

SUMMARY:

Application includes the following combination of licenses/permits: OSE

All various dept. review/approval has occurred.

<u>Event Date</u>		<u>Start Time</u>	<u>End Time</u>
Saturday, July 26	Car Show, Bounce Houses	9:00AM	2:00PM

Set-up: 8:00 a.m.

Breakdown: 3:00 p.m.

Applicant requesting to waive \$100 Event fee.

Recommendation: Approve the Outdoor Special Event application for The Salvation Army Car Show, to be located at 2900 W. Cold Spring Rd., July 26, 2025 and all applicable licenses/permits, and waive event fee.

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 15, 2025

RELATING TO:

Approve an agreement with RA Smith for Engineering Services in the amount of \$72,800.

SUMMARY:

RA Smith will be conducting a private property inflow and infiltration (PPII) study in one of the neighborhoods in the city that has experienced basement backups during heavy rain.

The results of the study may lead to a future construction project to reduce basement backups.

FINANCIAL:

The cost of this work will be paid with funding from the Milwaukee Metropolitan Sewerage Commission (MMSD).

RECOMMENDATION:

Approve an agreement with RA Smith for Engineering Services in the amount of \$72,800.

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

April 8, 2025

Mr. Jeff Tamblyn
Senior Project Manager
City of Greenfield Engineering Department
7325 W. Forest Home Avenue
Greenfield, WI 53220

SENT VIA EMAIL

Re: Proposal for Professional Services

Dear Mr. Tamblyn:

raSmith appreciates the opportunity to work with the City of Greenfield Engineering Department on the 2025 Greenfield PPII Investigation Program. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

A. Task I – Work Plan Creation

raSmith plans to complete the following tasks as a part of this item:

1. Create MMSD Work Plan GIS exhibits.
2. Create MMSD Work Plan supporting information such as project schedule and cost estimate.
3. Complete MMSD Work Plan form and submit to Greenfield Engineering for review.

Since the work plan occurs prior to a funding agreement, this task is the only non-reimbursable portion of the proposal.

B. Task II – Public Bidding of Dye Testing Project

raSmith plans to complete the following tasks as a part of this item:

1. Create Bid Documents for dye testing metershed GF4201.
 - a. Metershed GF4201 consists of 110 properties and 4,544 LF of sanitary sewer.
2. Publicly bid project online via Quest.
3. Create bid summary and Contract Award recommendation letter for City of Greenfield.
4. Print and distribute Contracts for execution.

C. Task III – Public Outreach

raSmith plans to complete the following tasks as a part of this item:

1. Create and distribute resident informational mailer.

Mr. Jeff Tamblyn
Senior Project Manager, City of Greenfield
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- a. Resident informational mailer to include right of entry waiver form for lateral inspections and home inspections.
2. Hold a public open house meeting for residents of the GF4201 metershed at a space provided by the City of Greenfield.
3. Answer resident questions.
4. Collect and organize resident related documents.

D. Task IV - Dye Testing Project Inspection & Home Inspections

raSmith plans to supply a full-time construction inspector onsite for the duration of the field work for this project. Other tasks that will be completed as a part of this item are as follows:

1. Coordinate and facilitate Contractor efforts.
2. Facilitate home inspection scheduling and home inspections.
 - a. raSmith is proposing to perform home inspections at every property that provides a signed waiver form regardless of dye water testing results.
 - i. raSmith personnel will be confirming the existence of Palmer valves, sump pumps, and illegal connections during the home inspection process.
3. Create and supply the City with pay applications.
4. Track project quantities.
5. Collect and file documents that will be needed for the MMSD reimbursement requests.

E. Task V – Flow Monitoring Analysis

raSmith plans to complete the following tasks as a part of this item:

1. Consolidate existing flow monitoring data into one database.
2. Analyze flow monitoring data during rain events.
3. Create and supply summary graphs.

F. Task VI - Summary Report

All MMSD funding agreements require a summary report to be submitted at the end of the project. raSmith plans on completing this report as a part of this proposal. Other tasks that will be completed as a part of this item are as follows:

1. A summary report supplied to the City that summarizes the project results and includes potential rehabilitation recommendations.
2. Submittal of MMSD funding agreement deliverables.



Mr. Jeff Tamblyn
Senior Project Manager, City of Greenfield
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Completion Schedule

The Work Plan completed and submitted as a part of Task I is planned to be submitted to MMSD in the Spring/Summer of 2025.

All other work listed in this proposal will be planned to be completed prior to the sunset date listed in the MMSD Funding Agreement resulting from the Work Plan submittal.

Professional Fees

The above services will be provided based on a time and materials basis not to exceed **\$72,800.00**, see Attachment A for a breakdown of the costs per task. Services will be billed each month based on the work completed.

Contractor costs associated with the Dye Testing Project work will be paid for by the City of Greenfield under a separate contract and are not included in the proposal cost listed above.

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the fee and will be billed at cost as a reimbursable expense.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please sign the proceeding General Terms and Conditions of Service for Professional Services labeled as Attachment B and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

If you have any questions, please contact me at (262) 317-3273 or ben.high@rasmith.com.

Sincerely,
raSmith

Benjamin G. High, P.E.
Project Manager

Enclosure:

Attachment A – Cost Breakdown

Attachment B – General Terms and Conditions of Service for Professional Services

ATTACHMENT A

2025 Greenfield PPII Investigation Program			
Task	Description	Hours	Fee
I	Work Plan Creation (Non-Reimbrusable)	22	\$3,100
II	Public Bidding of Dye Testing Project	62	\$9,600
III	Public Outreach	56	\$6,000
IV	Dye Testing Project & Home Inspections	268	\$39,600
V	Flow Monitoring Analysis	20	\$3,200
VI	Project Report & MMSD Summary Report	74	\$11,300
Totals (Tasks I to V)		502	\$72,800

Staff Rates:
Project Manager = \$183/hour
Civil Engineer = \$153/hour
Engineering Tech = \$123/hour



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Greenfield ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

2025 Greenfield PPII Investigation Program ("Project").

Professional's services under this Agreement are generally identified as follows:

Work plan creation, public outreach, bid & manage dye testing project, complete home inspections, and complete MMSD report ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 **Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 **Lien Notice**

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: 2025 Greenfield PPII Investigation Program

Client: City of Greenfield

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: _____

Print name: Benjamin High, P.E.

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City Of Greenfield

R.A. Smith, Inc.

7235 W. Forest Home Avenue

16745 West Bluemound Road

Greenfield WI 53220

Brookfield, WI 53005

Client's Phone: 414-329-5323

Professional's Phone: 262-317-3273

Client's Email: Jeff.Tamblyn@greenfieldwi.us

Professional's Email: ben.high@rasmith.com

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 15, 2025

RELATING TO:

Approve an agreement with Garland Company Inc. for project number 2505 Law Enforcement Center Roof in the amount of \$523,545.

SUMMARY:

Garland/DBS Inc. will be acting as the general contractor construction manager with Langer-Roofing as the subcontractor.

Garland/DBS Inc.

1 Langer-Roofing	\$ 523,545
2 Carlson Racine Roofing	\$ 547,296
3 F.J.A Christianson	\$ 564,873
4 Pioneer Roofing	\$ 711,003

FINANCIAL:

The cost of the work was approved in the 2025 capital budget.

RECOMMENDATION:

Approve an agreement with Garland Company Inc. for project number 2505 Law Enforcement Center Roof in the amount of \$523,545.

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

**CONTRACT FOR
JOB # 25-WI-250213**

**BETWEEN CITY OF GREENFIELD AND GARLAND/DBS, INC. FOR THE Law
Enforcement Center Sections 1 & 2 Base Bid**

- 1.) This CONTRACT is made at **Cuyahoga County** as of March 7, 2025, (“Effective Date”), by and between the **City of Greenfield** located at **7325 W Forest Home Avenue Greenfield, WI 53220** (hereinafter designated the “CUSTOMER”), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Law Enforcement Center Sections 1 & 2 Base Bid** located at **5300 W Layton Avenue Greenfield, WI 53220**, as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original Proposal # **25-WI-250213**, dated 3/5/2025 submitted by the CONTRACTOR and the “**Project Manual for City of Greenfield Law Enforcement Center Roof Replacement Project, Project # 25-WI-250001, dated February 27, 2005**” (collectively, hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein, and in compliance with this CONTRACT. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **180** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$523,545.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same

profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of Jeff Katz, Director of Neighborhood Services, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt. The Project shall be completed and accepted by no later than August 29, 2025.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$523,545.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts as set forth in Exhibit B. The performance and payment bonds shall be in a form reasonably acceptable to Customer.. Further, said Certificate of Insurance shall name **City of Greenfield** as an additional insured, on a primary and non-contributory basis, with subrogation waived. Said

Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.

- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work and following the provision to CUSTOMER of all lien waivers. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT ("Final Acceptance").
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until Final Acceptance is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree. CONTRACTOR agrees that if, within **one** year after Final Acceptance, any work provided by CONTRACTOR or any of its Subcontractors, Suppliers or Service Providers is found by CUSTOMER to be defective, or not in accordance with the Specifications, CONTRACTOR shall, at CONTRACTOR's sole cost and expense and without additional payment from CUSTOMER, promptly after receipt of a written notice from CUSTOMER to do so, and in accordance with CUSTOMER's instructions, either correct such work, or, if the work has been rejected by CUSTOMER, remove and replace such work with work that is in accordance with the Specifications and is not defective.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Milwaukee County, WI**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.
- 22.) Per Wis. Stat. 779.14, CONTRACTOR specifically agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the work described in the Specifications, including without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment insurance, as the obligation of CONTRACTOR. If necessary, CUSTOMER is authorized to make direct payment to the Subcontractors, Suppliers and Service Providers of CONTRACTOR, or to pay CONTRACTOR with checks that are payable to CONTRACTOR and one or more Subcontractors, Suppliers and Service Providers of CONTRACTOR. CONTRACTOR agrees to maintain a list of all Subcontractors, Suppliers and Service Providers performing, furnishing or procuring labor, services, materials, plans or specifications under the Specifications and to provide CUSTOMER with a copy of said list. Subcontractor, Supplier, or Service Provider shall mean the following: any person who has a direct contractual relationship, expressed or implied, with the prime contractor or with any subcontractor of the prime contractor to perform, furnish, or procure labor, services, materials, plans or specification.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

GARLAND/DBS, INC.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

City of Greenfield

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



Project Manual For:

**CITY OF GREENFIELD
LAW ENFORCEMENT CENTER ROOF REPLACEMENT
PROJECT
5300 W Layton Ave
Greenfield, WI 53220**



Project #: 25-WI-250001
Due Date: February 27th, 2025
10:00 am

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



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1 Instruction to Bidders

In accordance with the Invitation to Bid, the bid form must be submitted in accordance with the following:

BID DUE DATE: *February 27th, 2025 @ 10 AM*

1. Bids can be submit in one of the following two formats using the bid forms as provided herein:
 - a. E-mail Bids to: DBSbids@garlandind.com
 - b. Fax Bids to: (216) 883-2055
2. If you have any questions regarding the bid documents, please call RHETT SURMAN at (920) 309-2179.
3. Coordination with the Owner, as specified hereinafter, shall be made exclusively through the General Contractor's Representative(s): RHETT SURMAN at (920) 309-2179.
4. Bid Bonds **are not** required for this project. Performance and Payment Bonds **will not be** required if awarded the project. Performance and payment bonds will be provided by Garland/DBS, Inc., herein referred to as "General Contractor" for the project.
5. Time is of the essence prior to contract signing, the number of consecutive working days necessary for the completion of the project shall be established by both parties. The Contractor agrees that failure to complete the scope of work within that stipulated period shall result in the assessment liquidated damages in the amount of \$X (Determined by customer)
6. It is the General Contractor's intention to remit payment of approved invoice amounts within forty-five (45) days of General Contractor's acceptance. Most often payment is made at thirty (30) days. Deductions may be made for unapproved amounts invoiced and/or any penalties or damages incurred by the Owner or General Contractor.
7. The final invoice for retention will be paid upon the General Contractor's receipt of final payment by the Owner.
8. All Invoices must be submitted to General Contractor on AIA G702/G703 invoice forms or approved equal.
9. The contractor shall be prepared to submit a Certificate of Insurance with the Owner and General Contractor identified as the additional insured in accordance with the requirements as outlined in the Supplementary Conditions.
10. The Contractor shall be responsible for any building permits required by the County where the project is located, and must comply with all local, State, and Federal requirements.
11. Once the project is awarded and a start date is determined the contractor must continue to work, full-time and with a sufficient workforce able to faithfully prosecute the Work until final completion is issued by the General Contractor. Roofing must be performed in logical sequence and in accordance with the specification documents as provided herein, deviations will only be allowed under direction of the General Contractor or Owner.

12. **Bid sheets have be provided and shall be completed in full.** Unit costs must be provided for additional / optional items that are reasonably foreseen as being required for the roof installation. Any expected latent or concealed site conditions should be identified upfront with unit pricing.
13. Bidders are reminded that the General Contractor is purchasing the Garland roof system materials for this project. Bidders should adjust profit and overhead accordingly as they are not incurring the expense of the materials, but will still need to handle the materials and load the roof once the materials arrive to the site.
14. Bidders are reminded that the freight for the General Contractor supplied materials will be paid for by the General Contractor and will not be an expense to the Bidder.
15. Bidders are reminded that sales or use tax on the General Contractor supplied materials will be paid for by the General Contractor and will not be an expense to the Bidder.
16. Bidders are responsible for all materials not supplied by the General Contractor, as well as, the associative costs for freight and sales or use taxes, if applicable.
17. As a general contractor, Garland/DBS can choose to award subcontract based upon any combination of price, qualifications, past performance, schedule and availability. The Owner and Garland/DBS have the right to accept or reject any or all subcontractor quotes for any reason. Prospective subcontractor(s) shall have no legal recourse against the Owner and Garland/DBS for the acceptance or rejection of any subcontractor quote
18. This project and all contracts affiliated are being used through Garland/Garland DBS Inc's US Communities contract through OMNIA with Racine County as lead agency.



2 Bid Forms

Bidder must completely fill-out the following bid forms and submit them via the following methods:

1. E-mail Bids to: DBSbids@garlandind.com
2. Fax Bids to: (216) 883-2055

Bidders should use best efforts to identify potential latent or concealed site conditions and provide unit costs for them in the appropriate section of the bid documents as to establish pricing for what may be unforeseen site conditions upfront.

PLEASE DOUBLE CHECK YOUR PRICING TO BE AS COMPETITIVE AS POSSIBLE:

1. ☐ The General Contractor is purchasing the Garland roof system materials for this project.
 - a. Adjust profit and overhead accordingly as you are not incurring the expense of the materials
 - b. Account for the handling, storage and staging of the Garland materials in your price
2. ☐ The General Contractor is responsible for paying the freight associated with the Garland roof system materials.
 - a. Remove any associated freight on Garland material from your price
3. ☐ The General Contractor is responsible for paying the sales or use tax on the Garland roof system materials.
 - a. Do not include sales and use tax , if applicable, for the Garland Roof System Materials in your price
 - b. Include all other materials not supplied by the General Contractor, as well as, the costs, freight, and sales or use taxes associated with them.
4. ☐ The General Contractor is providing Performance and Payment Bonds if the project is awarded.
 - a. Do not include the costs of performance and payment bonds in your price.



3 Sample Contract

Bidder is responsible for ensuring that their bid is in compliance with all of the requirements as listed in the supplemental conditions (sample contract) as provided in this section. Any deviations or exceptions taken to the contract terms must be noted in bid response before the bid closing.

**CONTRACT FOR
JOB #**

BETWEEN **CUSTOMER NAME** AND GARLAND/DBS, INC. FOR REPLACEMENT OF
THE XXXXXXXXXXXXXXXX

- 1.) This CONTRACT is made at **County** as of May 30, 2014, ("Effective Date"), by and between the **Customer Name** located at **Street Address, City, ST Zip Code** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR")
- 2.) The CONTRACTOR shall furnish all material, labor, equipment and tools necessary for the **Project Description** located at **Street Address, City, ST Zip Code** as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") in accordance with the Purchase Order # **XXXX** dated **XX/XX/YYYY** (hereinafter designated the "Purchase Order"); and the original proposal # **25-XX-40XXX.X** dated **XX/XX/YYYY** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **180** days thereafter unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bond prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$XX,XXX**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all direct expenses as permitted in this CONTRACT. CONTRACTOR shall apply late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the

Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Final Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **NEED TO FILL IN** the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by written notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of \$XXX,XXX a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name Customer Name as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.
- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to

prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.

- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligation if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind which have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial

subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project hereby described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payroll within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon the CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of XXXXXXXX. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

GARLAND/DBS, INC.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No.

Date:

WITNESSES:

CUSTOMER NAME

1. _____

By:

2. _____

Date:

And

By:

Date:



4 Specifications

SECTION 07 01 55
PREPERATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Remove the existing roofing layers, insulation, recovery board, base flashings, sheet metal, vent stack flashings, completely to the existing structural deck. Sweep and clean all debris off the deck and adjacent areas. All debris must be out of the flutes of the metal deck and the metal deck completely clean and smooth.
- B. Remove all marked obsolete equipment and install new decking to match existing decking.
- C. All roof work shall be conducted within the contract time limits but in no case while are below the work area. Schedule all work with the owner's representative
- D. Remove and reinstall ALL rooftop equipment as necessary to extend the existing curb flashings to a minimum of 8 inches above the finished roof surface and 12 inches above the finished roof surface for all vents. This shall include removal and re-installation of the existing exhaust fans, ventilators and all other equipment on areas to be re-roofed. Disconnect electric surface and controls and extend wiring / controls as necessary to achieve the required minimum heights.
- E. A cleaning crew shall clean all areas of the inside under the section that was re-roofed at the end of each day's tear off.

1.02 PRE-INSTALLATION CONFERENCE

- A. Review installation procedures and coordination required with related work.

1.03 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system. Provide temporary weather protection to insure that the building is weather tight and that no damage occurs to the building, interior contents, furnishings, equipment and finished during re-roofing operations.

1.04 PROTECTION

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair of the building contents and interior including, but not limited to, all interior contents, furnishings, equipment, building systems and finishes. If the Contractor does not respond or cannot be contacted, the Owner will affect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

1.05 SCHEDULING

- A. Schedule work to coincide with commencement of installation of new roofing system

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary protection; Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base Sheet: ASTM D-4601 Type II. Provide weights, adhesives or fasteners to retain sheeting in position.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Roofing Contractor to verify existing site conditions, including roof dimensions. The Owner and Engineer assume no responsibility for the existing actual conditions that the Contractor may encounter during the course of work that can be reasonably foreseen during the Pre-Bid inspection. The Contractor shall verify all dimensions and conditions in the field prior to demolition and notify the Engineer should any conditions encountered vary from the Contract Documents.
- B. Verify that existing roof surface is clear and ready for work.

3.02 MATERIALS REMOVAL

PREPERATION FOR RE-ROOFING
07 01 55 - 2

- A. Remove all membrane, cant strips, insulation, expansion joints, base flashings, and any other items required for installation of the new roof. In addition, completely remove all nails and other debris to leave a smooth, even surface for re-roofing.
- B. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane, and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:
 - 1. Enclosed chutes with protective shrouds on the building and ground surfaces.
 - 2. All debris dumped from the roof shall be transported from the roof via chutes into dumpsters or trucks, and this debris shall be removed from the premises when vehicles are full at the Contractors cost. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of 3/4" plywood.
- C. Perform all demolition and re-roofing work in such a manner as to not damage or affect the load carrying capacity of the existing structural system.
- D. Contractor shall provide cut off (night tie in) at the end of each day's work.
- E. All curbs are to be raised to a minimum height of 8" above the finished roof surface. Be sure to calculate tapered insulation + recovery board + new roof system when calculating blocking heights
- F. All soil stacks must be raised a minimum of 8" above the finished roof surface. No soil stack may be sleeved with the joint facing to weather.
- G. All abandoned curbs must be removed and the deck replaced with like kind materials and color.

END OF SECTION

PREPERATION FOR RE-ROOFING
07 01 55 - 3

SECTION 07 55 20
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Base Bid Roof System: The Contractor will use the system described under Part 2 product section ensure the physical characteristics of the submitted product meet the requirements of the specification.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Two-ply modified bituminous membrane roofing system.
 - 2. Roofing insulation.
 - 3. Roof flashings and counter flashings.
 - 4. SBS modified asphalt membrane
 - 5. Flood and Gravel Surfacing
- B. Related Sections include the following:
 - 1. Division 7 Section "Preparation for Re-roofing."
 - 2. Division 7 Section "Sheet Metal Flashing & Trim"

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 for definitions of terms related to roofing work not otherwise defined in this Section.

1.04 PERFORMANCE REQUIREMENTS

- A. General: Install a watertight, modified bituminous membrane roofing and base flashing system with compatible components that will not permit the passage of liquid water and will withstand wind loads, thermally induced movement, and exposure to weather without failure.
 - 1. Roofing system shall comply with the following:
 - a. 90 mile per hour wind speed warranty.

MODIFIED BITUMINOUS MEMBRANE
07 55 20 - 1

- b. IBC 2015 requirements for wind speed & negative pressures.
- c. Building Code approval

1.05 SUBMITTALS

- A. Product Data: For each type of roofing product specified. Include data substantiating that materials comply with requirements.
- B. Shop Drawings: Include plans, sections, details, & attachments to other work, for the following:
 - 1. Base flashings, cants, and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
- C. Samples for Verification: Of the following products:
 - 1. 12-by-12-inch (300-by-300-mm) square of modified bituminous, smooth- surfaced cap sheet and all base sheets.
 - 2. 12-by-12-inch (300-by-300-mm) square of roofing insulation.
 - 3. 12-by-12-inch (300-by-300-mm) square of walkway pads.
 - 4. 6 insulation fasteners of each type, length, and finish.
 - 5. Flashing and counter flashing.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install specified roofing system and is eligible to receive the no dollar limit roofing manufacturer's warranty.
- E. Manufacturer Certificates: Signed by roofing system manufacturer certifying that the roofing system complies with requirements specified in the "Performance Requirements" Article. Upon request, submit evidence of complying with requirements.
- F. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- G. Product Test Reports: Based on evaluation of tests performed by manufacturer and witnessed by a qualified independent testing agency, indicate compliance of components of roofing system with requirements based on comprehensive testing of current product compositions.
 - 1. Indicate compliance of bulk roofing asphalt materials delivered to Project with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.

MODIFIED BITUMINOUS MEMBRANE
07 55 20 - 2

2. Include continuous log showing time and temperature for each load of bulk bitumen, indicating date obtained from manufacturer, where held, and how transported before final heating and application on roof.
- H. Research/Evaluation Reports: Evidence of roofing system's compliance with building code in effect for Project from a model code organization acceptable to authorities having jurisdiction.
 - I. Maintenance Data: For roofing system to include in the maintenance manuals specified in Division 1.
 - J. Warranty: Sample copy of no dollar limit roofing manufacturer's warranty stating obligations, remedies, limitations, and exclusions of warranty.
 - K. Inspection Report: Copy of roofing system manufacturer's inspection report and a qualified independent testing agency's report of completed roof installation.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform Work of this Section who has specialized in installing roofing similar to that required for this Project; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product; and who is eligible to receive the no dollar limit roofing manufacturer's warranty.
- B. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method indicated below by UL, FM, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 1. Exterior Fire-Test Exposure: Class A; complying with ASTM E 108, for application and slopes indicated. (Fire rated sheet).
- C. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site. Meet with the same participants and review the same items listed for the pre-installation conference. In addition, review status of submittals and coordination of work related to roof construction. Notify participants at least 5 working days before conference.
- D. Pre-installation Conference: Before installing roofing system, conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings." Notify participants at least 5 working days before conference.
 1. Meet with Owner; Engineer; Owner's insurer, if applicable; testing and inspecting agency representative; roofing installer; roofing system manufacturer's

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- representative; deck installer; and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods of removing the existing roofing and insulation. Examine existing roof deck structure, slope and area of replacing roofing for daily output.
 3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and attachment to structural members.
 5. Review loading limitations of deck during and after roofing.
 6. Review flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing.
 7. Review governing regulations and requirements for insurance, certifications, and inspection and testing, if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.
 10. Document proceedings, including corrective measures or actions required, and furnish copy of record to each participant.
 11. Review all roofing openings, sizes, location, curb or post supports.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weather tight location to ensure no significant moisture pickup and maintain at a temperature exceeding roofing system manufacturer's written instructions. Store rolls of felt and other sheet materials on end on pallets or other raised surfaces. Do not double-stack rolls.
 1. Handle and store roofing materials and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members.
- B. Do not leave unused felts and other sheet materials on the roof overnight or when roofing work is not in progress unless protected from weather and moisture and unless maintained at a temperature exceeding 50 deg F (10 deg C).
- C. Deliver and store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
- D. Protect roofing insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

1.08 PROJECT CONDITIONS

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- A. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed according to manufacturers' written instructions and warranty requirements.

1.09 WARRANTY

- A. General Warranty: The warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. No Dollar Limit Roofing Manufacturer's Warranty: Submit a written warranty including roof insulation, metal wall panels and all copings and edge metal, without monetary limitation, signed by roofing system manufacturer agreeing to promptly repair leaks in the roof membrane and base flashings resulting from defects in materials or workmanship for the following warranty period. Warranty shall also include a 90 miles per hour wind warranty:
 - 1. Warranty Period: 30 (20+10) years No dollar limit.
- C. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including membrane roofing, base flashing, roofing insulation, fasteners, and vapor retarders, if any, for the following warranty period:
 - 1. Warranty Period: 5 years from date of Final Completion.

1.10 UNIFORM WIND UPLIFT LOAD CAPACITY

- A. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Attachment shall be installed exactly as shown on the drawings
 - 1. Design Code: ASCE 7-10, Method 2 for Components and Cladding.
- B. Live Load: 20 psf, or not to exceed original building design.
- C. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading. There will be no additional weight added to the structure

PART 2 PRODUCTS

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2.01 MODIFIED BUILT UP ROOF SYSTEM:

- A. Basis of Design: Garland Company Inc., (The) 3800 E 91st St., Cleveland, Ohio 44105. ASD. Phone: 216-641-7500 Fax: 216-641-0633

2.02 MODIFIED BUILT UP ROOF SYSTEM UNDERLAYMENT PLIES

- A. Base Ply of Field System. SBS modified bituminous sheet (Styrene-Butadiene- Styrene) 80 mil, smooth surfaced rubber modified roofing membrane reinforced with a dual fiberglass and polyester scrim mat
1. Use: Base ply of 2 ply, modified bituminous membrane roofing system
 2. Reinforcement: Fiberglass
 3. Finish: Smooth
- B. Physical properties: Provide SBS modified bituminous membrane materials with the following physical properties when tested according to ASTM D 5147
1. Thickness 80 mils minimum
 2. Tensile Strength; 215 lbf/in at 73.4deg F(MD) Tensile Strength; 215 lbf/in at 73.4deg F(CMD)
 3. Elongation at Maximum Load: 4.5 percent minimum at 73.4 deg F in each direction.
 4. Tear Strength: 275 lbf. at 73.4 deg. F (MD). 275 lbf. at 73.4 deg. F (CMD)
 5. Low-Temperature Flexibility: Pass at minus 30 deg F.

2.03 MODIFIED BUILT UP ROOF MEMBRANE

- A. SBS and SIS modified bituminous sheet (Styrene-Butadiene- Styrene and Styrene-Isoprene-Styrene) 145 mil, rubber modified membrane incorporating post-consumer recycled rubber and reinforced with a fiberglass and polyester composite scrim.
1. Use: Roof membrane.
 2. Use: Finish ply of 2-ply modified bituminous membrane roofing system.
 3. Reinforcing: Polyester and fiberglass.
 4. Finish: Smooth
- B. Physical Properties: Provide SBS SIS -modified bituminous membrane materials with the following properties when tested according to ASTM D 6162, Type III Grade G:
1. Thickness: 145 mils minimum.
 2. Tensile Strength: 2 in/min. @ 73.4 +/- 3.6 deg. F MD 1,000 lbf/in XD 1,000 lbf/in; 50 mm/min. @ 23 +/- 2 deg. C MD 175 kN/m XD 175 kN/m
 3. Elongation at Maximum Tensile: 2 in/min. @ 73.4 +/- 3.6 deg. F MD 16.0% XD 16.0%; 50 mm/min. @ 23 +/- 2 deg. C MD 16.0% XD 16.0%

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4. Tear Strength: 2 in/min. @ 73.4 +/- 3.6 deg. F MD 1,600 lbf XD 1,500 lbf; 50 mm/min. @ 23 +/- 2 deg. C MD 7,117.1 N XD 6,672.3 N
5. Low-Temperature Flexibility: Pass at minus 40 deg F.

2.04 ROOFING ADHESIVE:

- A. Type III Asphalt, Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
 1. Softening Point 185 deg. F - 205 deg. F
 2. Flash Point 500 deg. F
 3. Penetration @ 77 deg. F 15-35 units
 4. Ductility @ 77 deg. F 2.5 cm
- B. (Alternate Bid) High Performance, asphalt free, moisture-cured polymer inter-ply membrane adhesive. Containing ultra low VOCs and 100% solids, solvent free.
 1. Flash Point 375 deg. F
 2. Density 11.4 lbs./gal (1.36 g/m3)
 3. Non-Volatile 100%
 4. Viscosity @ 73.4 +/- 2 degrees 124,000 cPs
- C. Brush Grade Flashing Adhesive
 1. Performance Requirements:
 2. Non-Volatile Content ASTM D4479 70 min.
 3. Density ASTM D1475 8.6 lbs./gal. (1kg/l)
 4. Flash Point ASTM D93 100°F (37°C)
- D. Silver Asphalt Roofing Mastic: V.O.C. compliant,
 1. Flash Point ASTM D93 >100 °F.
 2. Density @ 77°F 8.3 lbs. /gal
 3. Non-Volatile 70% min.
 4. Viscosity @ 77 °F 9-11 seconds
 5. Reflectivity ASTM C 1549 >60%
 6. Post Industrial Recycled Content 5.19%

2.05 AUXILIARY MEMBRANE MATERIALS

- A. General: Furnish auxiliary materials recommended by roofing system manufacturer for intended use and compatible with SBS-modified bituminous roofing.
 1. Furnish liquid-type auxiliary materials that meet VOC limits of authorities having jurisdiction.

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- B. Asphalt Primer: ASTM D 41 - VOC compliant.
- C. Asphalt Roofing Cement: ASTM D 2822, asbestos free, VOC compliant as provided by the Membrane manufacturer and silver in color throughout the thickness
- D. Mastic Sealant: Polyisobutylene, plain or modified bituminous, nonhardening, nonmigrating, nonskinning, and nondrying.
- E. Flashing Cement for exposed surfaces: Silver roof cement
- F. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions of FM 4470; designed for fastening base sheets, base-ply felts, and base flashings and for back nailing modified bituminous membrane to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- G. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of Division 6 Section "Rough Carpentry."
- H. Cants: Wood cants where required are specified.
- I. Urethane Sealant: Moisture curing, single component, non-sag adhesive sealant as furnished by the membrane manufacturer for moving joints.
 - 1. Bond Durability - Class 25 (ASTM C 920) - Passes
 - 2. Tensile Strength (ASTM D412) 225psi
 - 3. Elongation (ASM D412) 450 - 550%
 - 4. Hardness, Shore A (ASTM C920)25-35
 - 5. VOC 19 g/l
 - 6. Tack Free Time @77oF; 50% RH (ASTM C 679) – 1-2 Hours
- J. Pitch Pocket Sealer: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
 - 1. Durometer (ASTM D2240) 40-50 Shore
 - 2. Elongation (ASTM D 412) 250%
 - 3. Tensile Strength (ASTM D 412) 200 @ 100 mil
- K. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design
- L. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- M. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer for intended use.

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- N. Rust Inhibitive Paint: As recommended and furnished by the membrane manufacturer for mechanical units and other metal surfaces to control and prevent surface rust.
- O. Liquid Flashing: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
 - 1. Tensile Strength (ASTM D412) 400 psi
 - 2. Elongation (ASTM D412) 300%
 - 3. Density @77°F 8.5 lb./gal typical

2.06 INSULATION MATERIALS

- A. General: Provide preformed, roofing insulation boards that comply with requirements, selected from manufacturer's standard sizes and of thicknesses indicated.
 - 1. Provide preformed, tapered insulation boards where indicated for sloping to drain. Fabricate with the following taper:
 - a. 1/2 inch per 12 inches (1:24), finished slope sump detail.
 - b. 1/2 inch per 12 inches (1:24), slope for all gussets and crickets
 - 2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
 - 3. Insulation assembly is to be included in membrane manufacturer's warranty.
- B. Polyisocyanurate Board Insulation: Rigid, cellular Polyisocyanurate thermal insulation with core formed by using HCFCs as blowing agents complying with ASTM C 1289, classified by facer type as follows:
 - 1. Facer Type: Type II, felt or glass-fiber mat on both major surfaces.
 - 2. Polyisocyanurate insulation shall be 2.6" thick per layer and a minimum of 2 layers
- C. High density fiberboard roof insulation.
 - 1. Qualities: Rigid, composed of interlocking fibers factory blended treated with asphalt on all six sides.
 - a. Board size: 4' x 4'
 - b. Thickness: Minimum 1/2".
 - c. R value 1.39 per 1/2" thickness

2.07 INSULATION ACCESSORIES

- A. General: Furnish roofing insulation accessories recommended by insulation manufacturer for intended use and compatible with sheet roofing material.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions of FM 4470, designed for fastening roofing insulation to

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substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

- C. Tapered Edge Strips: Rigid, cellulosic-fiber insulation board, complying with ASTM C 208, Type 2.
- D. Roof Deck Insulation Adhesive: Two component foam adhesive as provided by the roof system manufacturer

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions under which roofing will be applied, with Installer present, for compliance with requirements.
- B. Verify that roof openings and penetrations are in place and set and braced and that roof drains are properly clamped into position.
- C. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at roof penetrations and terminations and match the thicknesses of insulation required.
 - 1. Verify that wood nailer strips are located perpendicular to roof slope and are spaced according to requirements of roofing system manufacturer.
- D. Verify that flatness and fastening of metal roof decks comply with installation tolerances per the construction documents.
- E. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.5 mm) out of plane.
- F. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrate of dust, debris, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections. All flutes must be swept clean prior to the installation of any insulation boards.
- B. Inspect the deck to verify integrity. Bring any areas of questionable integrity to the Engineer's attention. Do not cover any areas of questionable welds or deck out of plane.

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3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install modified bituminous membrane roofing system according to roofing system manufacturer's written instructions and applicable recommendations of NRCA/ARMA's "Quality Control Recommendations for Polymer Modified Bitumen Roofing."
 - 1. Install roofing system according to applicable specification plates of NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Start installation of modified bituminous membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Shingling Plies: Install modified bituminous membrane roofing system with ply sheets shingled uniformly to achieve required number of membrane plies throughout. Shingle in direction to shed water.
 - 1. Where roof slope exceeds 1/2 inch per 12 inches (1:24), run sheets of modified bituminous membrane roofing parallel with slope. Back nail top ends of sheets to nailer strips.
- D. Cant Strips: Install and secure preformed 45-degree cant strips at junctures of modified bituminous membrane roofing system with vertical surfaces or angle changes greater than 45 degrees.
- E. Cooperate with inspecting and testing agencies engaged or required to perform services for installing modified bituminous membrane roofing system.
- F. Coordinate installing roofing system components so insulation and roofing plies are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
 - 1. Provide cutoffs at end of each day's work to cover exposed ply sheets and insulation with a course of coated felt with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.04 INSULATION INSTALLATION

- A. Coordinate installing roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roofing insulation.
- C. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches (50 mm) or greater, install required thickness in 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.

- D. Trim surface of insulation where necessary at roof drains and scuppers so completed surface is flush with ring of drain.
- E. Install insulation with long joints of insulation in continuous straight lines with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- F. Attached Insulation to wood deck: Insulation is to be secured to the deck using mechanical fasteners specifically designed and sized for fastening specified board-type roofing insulation to deck type indicated. First layer shall be mechanically attached to the deck through the insulation on wood decks. The fastening pattern shall 11, 17 and 22 fasteners per 4 x 8 board
- G. Adhere subsequent layers of insulation and ultimately one layer of 1/2" high density wood fiber insulation to the finished tapered or uniform thickness polyisocyanurate with insulation adhesive applied at a rate of 3/4" beads 12" OC in Zone 1, 9" oc in zone 2 and 6" oc in zone 3. Stagger all joints.

3.05 BASE PLY INSTALLATION

- A. Underlayment: Install 80 mil base sheet shingled over the insulation. Shingle in proper direction to shed water on each large area of roofing, where slope is significant (over 1/2 inch per foot).
- B. Membrane must be set in 2 to 2 1/2 gallons per square of membrane adhesive. Lap ply sheet ends eight inches. Stagger end laps twelve inches minimum.
- C. Extend plies two inches beyond top edges of cants at wall and projection bases.

3.06 SURFACE MEMBRANE APPLICATION

- A. The modified membrane shall then be solidly bonded to the base layers with manufacture's membrane adhesive applied at a rate of 2 to 2 1/2 gallons per square
- B. Apply adhesive making sure that the selvedge edge is left dry. Care should be taken to eliminate air entrapment under the membrane.
- C. Subsequent rolls of modified shall be installed across the roof as above with a minimum of 4" side laps and 8" end laps. The end laps shall be staggered. The modified membrane shall be laid in the same direction as the underlayers, but the laps shall not coincide with the laps of the base layers.
- D. Extend membrane to the top edge of all cants in full mopping of adhesive and to the top outside edge of parapet walls / curbs as shown on the drawings.

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- E. Seal-off all horizontal edges of membrane with reinforcing membrane fabric embedded in a base course of roofing mastic.

3.07 FLASHING AND STRIPPING INSTALLATION

- A. All curb, wall and parapet flashings shall be sealed with an application of mastic and mesh on a daily basis. No condition should exist that will permit moisture entering behind, around, or under the roof or flashing membrane.
- B. Prepare all walls, penetrations and expansion joints to be flashed and where shown on the drawings, with asphalt primer at the rate of .75 to one gallon per square. Allow primer to dry tack free.
- C. The surface membrane will be used as the flashing membrane and will be adhered to an underlying base ply with flashing adhesive and nailed off at all vertical surfaces. The entire sheet of flashing membrane must be solidly adhered to the substrate
- D. The surface membrane will be used as the top flashing ply. It shall be solidly adhered to the based flashing ply with steep asphalt.
- E. Seal all vertical laps of flashing membrane with a three course application of Silver Flash and fiberglass mesh.
- F. Secure top of flashing membrane with termination bar and fasten 8-inches o. c.. Flashing can be nailed to the top of all wood curbs with ring shanked nails.
- G. Counter flashing, cap flashings, expansion joints, and similar work to be coordinated with modified bitumen roofing work are specified in other Sections.
- H. Roof accessories, Miscellaneous sheet metal accessory items, including piping vents and other devices to be coordinated with modified bituminous roofing system work are in other Sections.

3.08 FLASHING MEMBRANE INSTALLATION

- A. Installation of Lead Toilet Sleeves
 1. Run all plies over the field of roof. Seal the base of the stack with elastomeric sealant
 2. Install new lead sleeves set in application of elastomeric sealant. Prime the flange of the new lead.
 3. Strip in the flange with one ply of SBS Base flashing ply set in adhesive. A second ply of SBS/SIS membrane shall be cut so that the hole over the stack is smaller than the previous ply.
 4. Caulk the intersection of the membrane and the lead with elastomeric sealant.
 5. Turn lead flashing a minimum of 1" down the inside of the pipe.

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B. Base Flashing: Equipment Curbs

1. All curb heights are to be a minimum of 10" off the finished roof surface. Prime the vertical surface of the curb with primer at a rate of 100 square ft per gallon and allow to dry.
2. Install a prefabricated cant strip at the base of the curb, firmly embedded in adhesive. Run the base ply over the top of the cant and seal with mastic.
3. Apply SBS Base flashing ply to the sides of the curb in flashing adhesive. Extend the base ply out 6" onto the roof surface. The top of the flashing shall be nailed to the top of the curb.
4. Install surface membrane over the base ply with cold adhesive and heat weld.
5. Extend the flashing over the top of the curb and nail off. Install counterflashing and set unit.
6. Install mesh and silver roof cement over all vertical seams.

C. Metal / Drip Edge Detail

1. Inspect the nailer to assure proper attachment and configuration. Run all plies over the edge. Assure coverage of all wood nailers.
2. Fasten plies with ring shank nails 8" O.C.
3. Install continuous cant dam / cleat fasten 6" O.C on the top flange and 12" Oc on the face and according to manufacture's installation instruction.
4. Strip in cant dam with base flashing ply covering entire vertical area with 6" on to the field of roof in bitumen. Assure ply laps do not coincide with metal laps.
5. The second ply shall be a modified flashing ply installed over the base flashing ply, 9" on to field of roof in bitumen. All stripping plies are to be adhered with cold flashing adhesives provided by the membrane manufacture
6. Install new metal fascia over the spring lock fascia cant dam.

D. Parapet Base Flashing

1. Prime the rising wall at a rate of 1 gal per sq. and allow to dry.
2. Install a prefabricated cant strip at the base of the wall, firmly embedded in hot asphalt.
3. Run plies including membrane from the roof surface up and over the cant a minimum of 2" and securely bond to the wall. Trowel mastic at the top of the cant.
4. Apply the base flashing ply from the outside of the parapet to 6" onto the roof surface.
5. Adhere the surface membrane onto the base ply and extend it onto the roof surface a minimum of 4" past the first ply of flashing and heat weld.
6. Terminate the flashing under new counterflashing with extruded aluminum bar and seal with elastomeric sealant. Vertical termination required between flashing height changes.
7. The flashing on the parapet wall shall extend to the outside face of the wood nailer and be nailed off 4" on center.
8. Install new coping or counterflashing system as shown on the detail.

E. Pitch Pocket

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1. Remove existing pitch pockets and clean remaining projections so that they are free of all contaminants that may affect the adhesion of the new pourable sealant.
2. Prime the surface which has been sealed with primer and allow to dry.
3. Run plies to the projection and seal with mastic to insure that it is completely weather tight.
4. Around the projection, install a bed of mastic a minimum of 3/8" deep as a seat for the metal pitch pocket.
5. Fill the pitch pocket to within 1" of the top with non-shrink grout
6. Top off with manufacture's pourable sealer shedding water to the outside of the pitch pocket.
7. Install a rain collar around the projection where possible

3.09 APPLICATION OF SURFACING

- A. Upon completion of the roofing work, all flashing and the final inspection punch list, coat the roof membrane with Flood and Gravel surfacing, with the flood coat applied at a rate of 3 gallon per square in cold process flood coat. Do not apply if rain is imminent.

3.10 FIELD QUALITY CONTROL

- A. The Warranty manufacturer's technical personnel on the job site for daily inspections, 3 days per week minimum, and to prepare and submit the reports to the owner's representative
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Engineer.
 1. Notify Engineer and Owner 48 hours in advance of the date and time of inspection.

3.11 PROTECTING AND CLEANING

- A. Protect modified bituminous membrane roofing from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Engineer and Owner.
- B. Correct deficiencies in or remove modified bituminous roofing that does not comply with requirements, repair substrates, reinstall roofing, and repair base flashings to a condition free of damage and deterioration at the time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

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SECTION 07 60 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.02 SUMMARY

- A. Provide all labor, equipment, and materials to fabricate and install the following.
 - 1. Edge strip and flashing.
 - 2. Fascia and trim.
 - 3. Edge metal.
 - 4. Coping
 - 5. Gutters, scuppers and down spouts.

- B. Related Work Specified Elsewhere:
 - 1. Division 07 Section Modified Bituminous Membrane Roofing
 - 2. Division 07 Section Asphalt Shingle Roofing System

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
 - 2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
 - 3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

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- B. Warnock Hersey International, Inc., Middleton, WI (WH)
- C. Factory Mutual Research Corporation (FMRC)
- D. Underwriters Laboratories (UL)
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 1. Architectural Sheet Metal Manual
- F. National Roofing Contractors Association (NRCA).
 - 1. Roofing and Waterproofing Manual
- G. Single Ply Roofing Institute (SPRI).
 - 1. Wind Design Guide for Use with Low Slope Roofing

1.04 SUBMITTALS FOR REVIEW

- A. Product Data:
 - 1. Provide manufacturer's specification data sheets for each product.
 - 2. Metal material characteristics and installation recommendations.
 - 3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.
- C. Shop Drawings:
 - 1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.

2. Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, terminations, and installation details.
 3. Indicate type, gauge and finish of metal.
- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.05 SUBMITTALS FOR INFORMATION

- A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
1. Independent laboratory testing report for system design load and seam integrity.
 2. Professional engineer's documentation that system incorporates sufficient allowance for stress and movement.
 3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
 4. Manufacturer's verifications that the panels are factory roll formed.
 5. UL 1897: Test report must be submitted for windstorm rating no less than that specified in Design and Performance Criteria article. The proposed roof system must have approval over specified substrate with steel framing spaced no further apart than as specified.
- B. Mill production reports certifying that the thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- C. Qualification Data for Installer. Refer to Quality Assurance Article below.
- D. Certification of work progress inspection. Refer to Quality Assurance Article below.
- E. Certifications:
1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.06 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Section 01 78 00 – Closeout Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.07 QUALITY ASSURANCE

- A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years' experience.
- B. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.
- C. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.09 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRITERIA

SHEET METAL FLASHING AND TRIM
07 60 00 - 4

A. Thermal expansion and contraction:

1. Completed metal edge flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES

A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.

1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for warranty(ies).
3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 PRODUCTS

2.1 GENERAL PRODUCTS

- A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2. Include a list of three (3) projects of similar type and extent, located within a one-hundred-mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
 - 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - 4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A. The design is based upon sheet metal flashing and trim systems engineered and manufactured by
 - 1. The Garland Company
 - 2. Approved equal

2.3 MATERIALS

- A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-MER Edge System manufactured by the Garland Company, Cleveland, OH, and shall form the basis of the contract documents.
- B. Materials:
 - 1. Exposed base metal material:
 - a. Exposed base metal material: Aluminum, ASTM B209, alloy 3105-H14, in thickness of .050" nom.
 - 2. Unexposed base metal material,
 - d. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0299 nom. / 22 gauge; 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
- C. Finishes:
 - 1. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).
 - b. Color shall be as specified from standard colors
 - 2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill.

2.4 RELATED MATERIALS AND ACCESSORIES

- A. Metal Primer: Zinc chromate type.
- B. Plastic Cement: ASTM D 4586
- C. Sealant: FS TT-S-00227 E (3), Type II, Class A
- D. Fasteners:

1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.

PART 3 EXECUTION

3.01 PROTECTION

- A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

3.02 GENERAL

- A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.
- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, and manufacturer's recommendations whichever is the most stringent standard.
- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Allow sufficient clearances for expansion and contraction of linear metal components.
- E. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

3.3 INSPECTION

- A. Verify that curbs are solidly set and nailing strips located.
- B. Perform field measurements prior to fabrication.
- C. Coordinate work with work of other trades.
- D. Verify that substrate is dry, clean and free of foreign matter.

SHEET METAL FLASHING AND TRIM

07 60 00 - 8

- E. Commencement of installation shall be considered acceptance of existing conditions.

3.4 MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia, fascia extender and coping cap systems in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. Refer to Source limitation provision in Part 1.

3.5 SHOP-FABRICATED SHEET METAL (ACCESSORY TRIM)

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices. Fabricate scuppers as shown of drawing
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.
- E. Install sheet metal to comply with referenced SMACNA and NRCA standards.

3.6 FLASHING MEMBRANE INSTALLATION

- A. Coping Cap Detail
 - 2. Install miters first.
 - 3. Position base flashing of the Modified Roofing membrane over the wall edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturers' recommendations. Extend base ply a minimum of 2" below the wood blocking on the outside face
 - 4. Install minimum twelve (12) inch wide anchor chair at 30" on center.
 - 5. Install 8" wide splice plate by centering over 12" wide anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately 2" in from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.

SHEET METAL FLASHING AND TRIM

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3.7 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

3.8 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction

3.9 FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Architect upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.10 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:

SHEET METAL FLASHING AND TRIM
07 60 00 - 10

1. Troubleshooting procedures.
2. Notification procedures for reporting leaks or other apparent roofing problems.
3. Maintenance.
4. The Owner's obligations for maintaining the warranty in effect and force.
5. The Manufacturer's obligations for maintaining the warranty in effect and force.

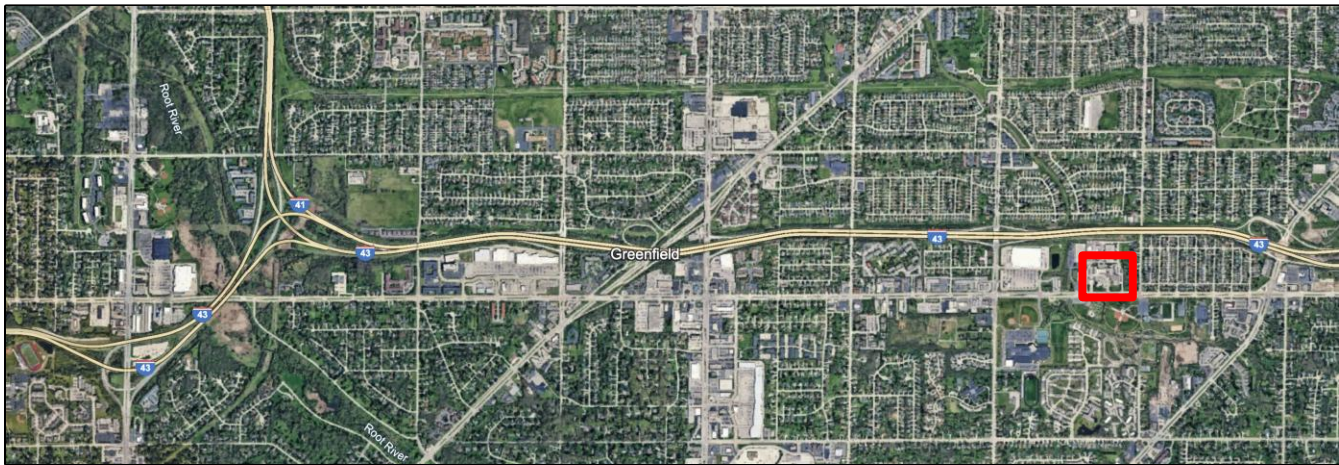
END OF SECTION



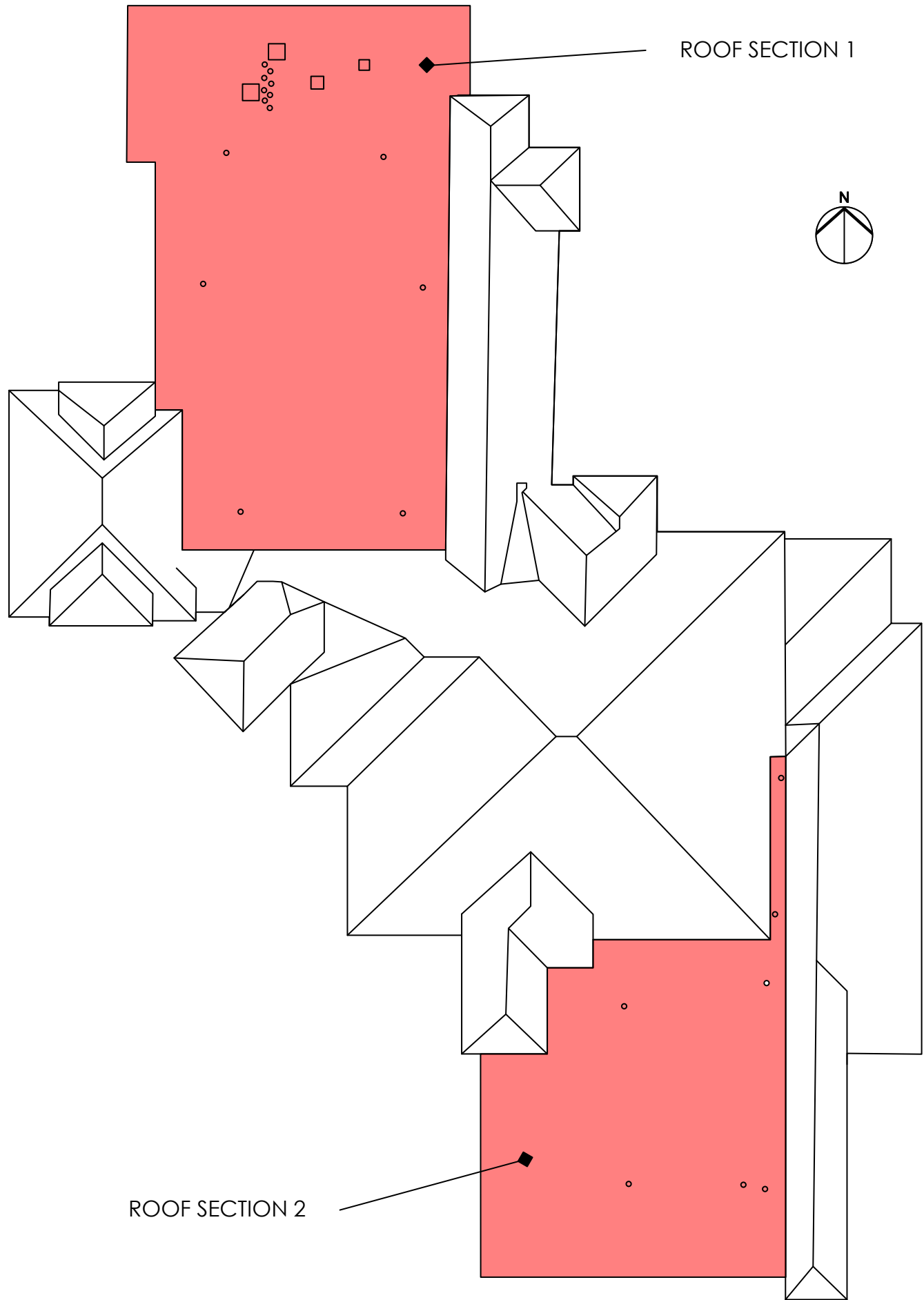
5 Drawing Package



Law Enforcement Center Roof Replacement Project



Cover Page :C-1	D-1: Details
Scope of Work – Roof Section 1 :A-1	D-2: Details
Scope of Work – Roof Section 2 :A-2	S-1: Staging Map



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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Law Enforcement Center
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SHEET TITLE:

COVER
PAGE

SHEET NO.

C-1

Scope of Work – Roof Section 1 – Modified Bitumen Roof System

Base Bid: Roof Preparation & Installation

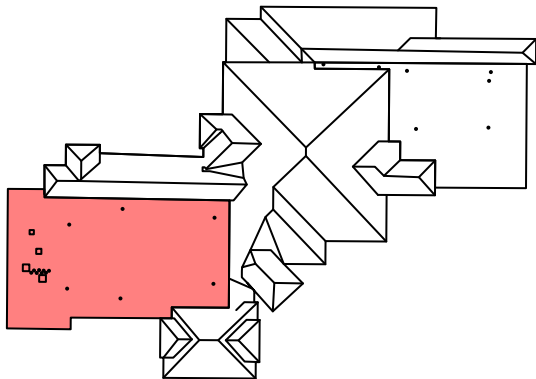
- 1. Remove Existing Roof System down to existing Insulation surface
- 2. Clean Existing Insulation Surface of all Dirt and Debris before installing new roof system. Remove and replace all wet and deteriorated insulation with like material.
- 3. Install 1" PolyISO insulation, mechanically fastening down to wood deck
- 4. Install insulation crickets and saddles, to ensure ½" slope on all crickets and saddles
- 5. Install ½" Woodfiber Recovery Board, adhered in Hot Asphalt
- 6. Install 2 (Two) Layers of Modified Base Sheet for Field and Flashings, in Hot Asphalt
- 7. Install 1 (One) Layer of Smooth Surface Modified Cap Sheet for Field and Flashings, adhered in Hot Asphalt
- 8. Install Cold Process Flood and Gravel surface to surface of cap sheet in field of roof
- 9. Install New 24ga Sheet Metal to Perimeters, Flashings, Counter Flashings, Coping Caps, etc
- 10. Install New Pitch Pockets with Umbrellas and Plumbing Stack Lead Flashings
- 11. Install New Cast Iron Drains, sump into roof with 8' x 8' sumps

Alternate Bid

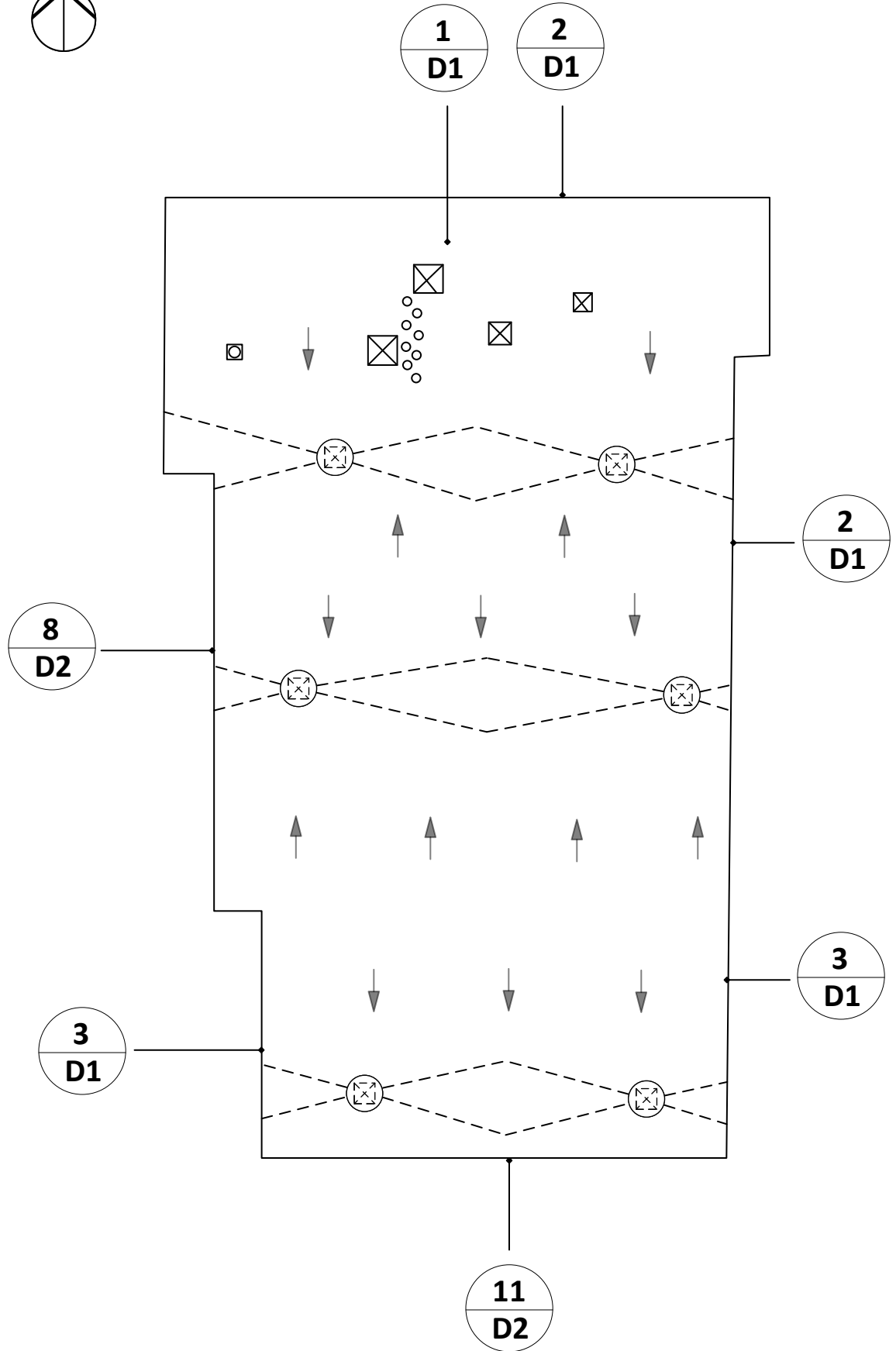
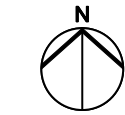
- 12. Use of Cold Process Interply Adhesive, instead of Hot Asphalt for Roof Base and Cap Sheets

Project Notes

- 1. Existing roof system and all materials removed are to be disposed off-site by Roofing Contractor.
- 2. All roof penetrations shall have a min. of 8" flashing heights.
- 3. All Electrical, Plumbing, and HVAC Disconnect/Reconnects shall be provided by the "Contractor".
- 4. Field of roof is to be uniform and will ensure positive water flow to roof drains.
- 5. All penetrations and perimeters shall receive new 24 ga. Prefinished sheet metal extended down to the field of roof. NO EXPOSED FLASHINGS. Owner to approve color.
- 6. All entrances must be operational during project, any entrances that need to be closed, require prior authorization by Owner.



	Roof Curb		Equipment Rails
	Roof Drain		Penetration Box
	Pitch Pocket		Slope
	Plumbing Stack		Insulation Cricket
	Roof Hatch		Heat Stack



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SHEET TITLE:

SCOPE OF WORK

SHEET NO.

A-1

Scope of Work – Roof Section 2 – Modified Bitumen Roof System

Roof Preparation & Installation

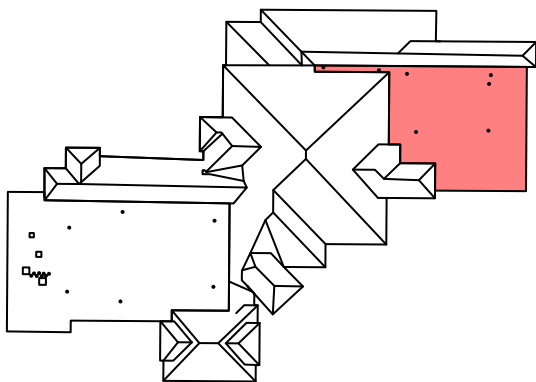
- 1. Remove Existing Roof System down to existing Insulation surface
- 2. Clean Existing Insulation Surface of all Dirt and Debris before installing new roof system. Remove and replace all wet and deteriorated insulation with like material.
- 3. Install 1" PolyISO insulation, mechanically fastening down to wood deck
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- 7. Install 1 (One) Layer of Smooth Surface Modified Cap Sheet for Field and Flashings, adhered in Hot Asphalt
- 8. Install Cold Process Flood and Gravel surface to surface of cap sheet in field of roof
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- 10. Install New Pitch Pockets with Umbrellas and Plumbing Stack Lead Flashings
- 11. Install New Cast Iron Drains, sump into roof with 8' x 8' sumps

Alternate Bid

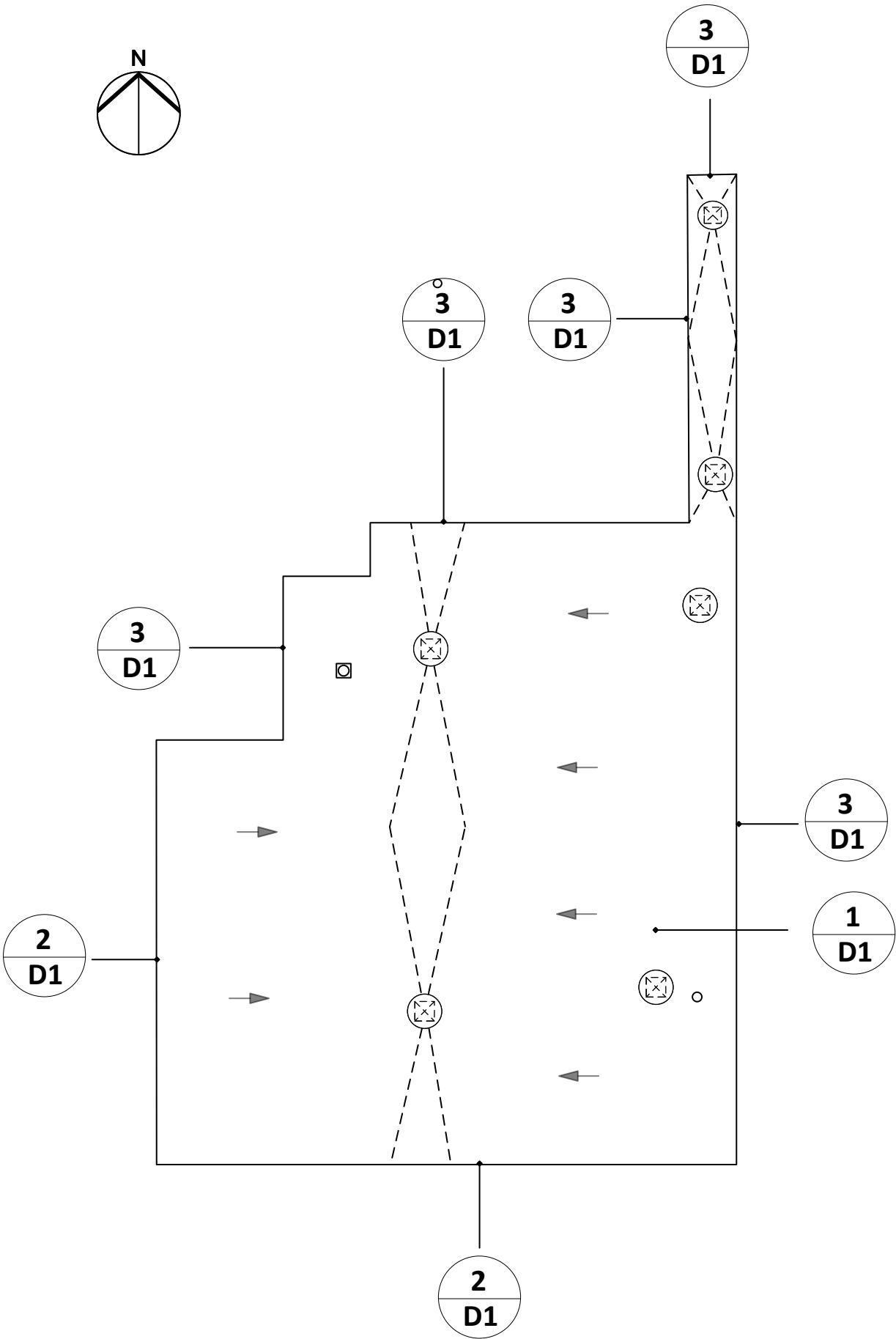
- 12. Use of Cold Process Interply Adhesive, instead of Hot Asphalt for Roof Base and Cap Sheets

Project Notes

- 1. Existing roof system and all materials removed are to be disposed off-site by Roofing Contractor.
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	Roof Curb		Equipment Rails
	Roof Drain		Penetration Box
	Pitch Pocket		Slope
	Plumbing Stack		Insulation Cricket
	Roof Hatch		Heat Stack



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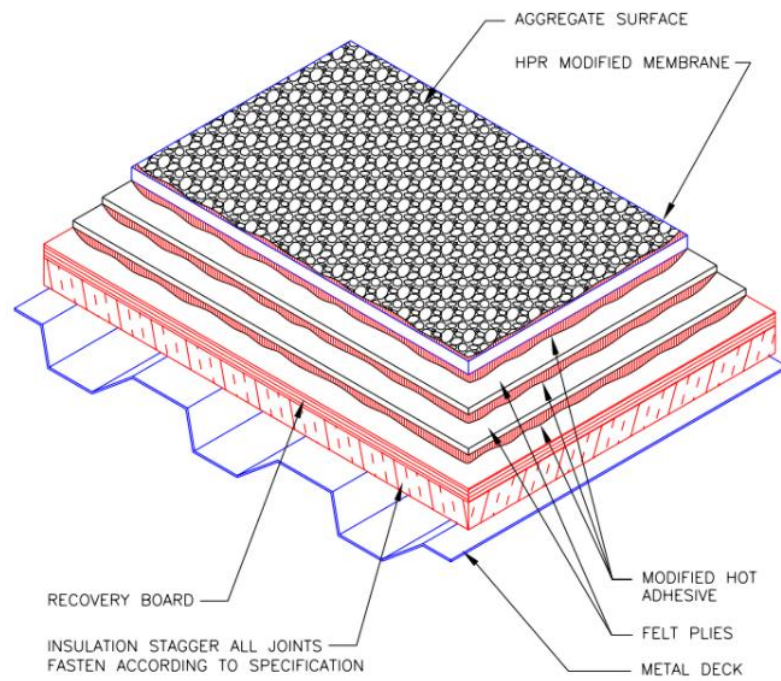
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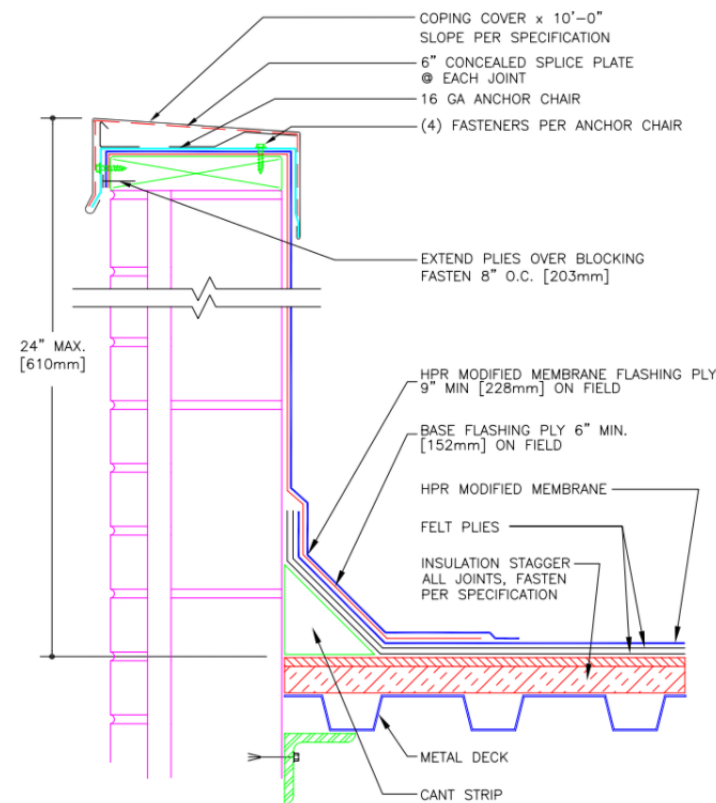
SCOPE OF WORK

SHEET NO.

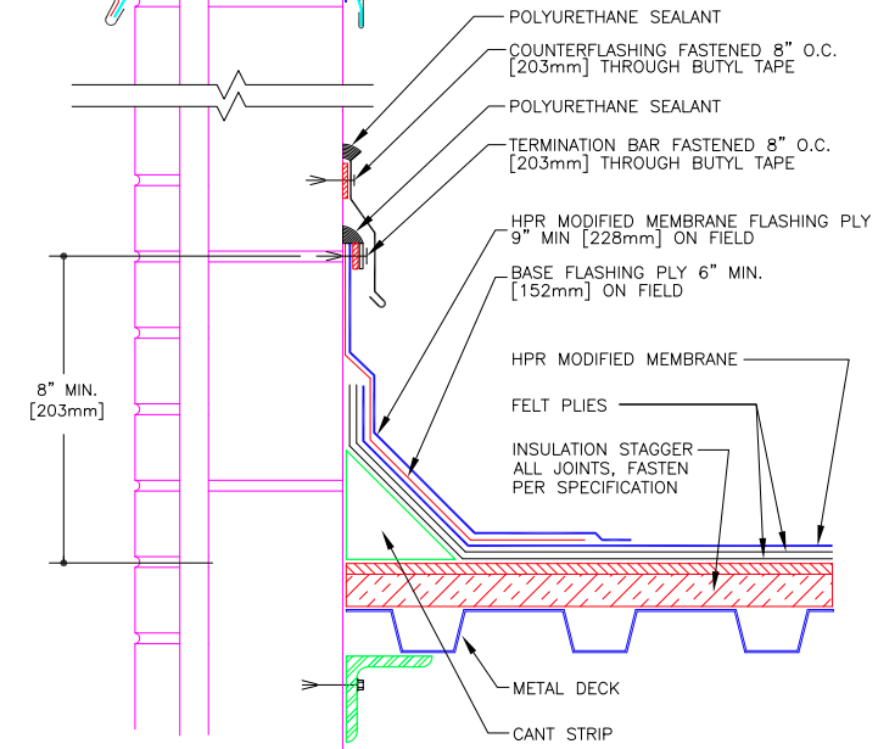
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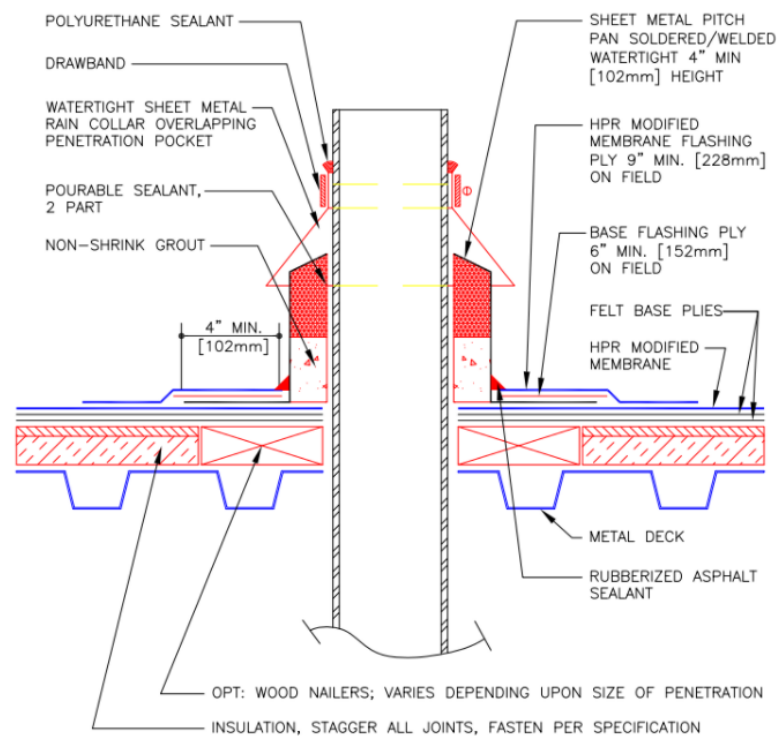
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D1 ROOF PROFILE
CITY OF GREENFIELD



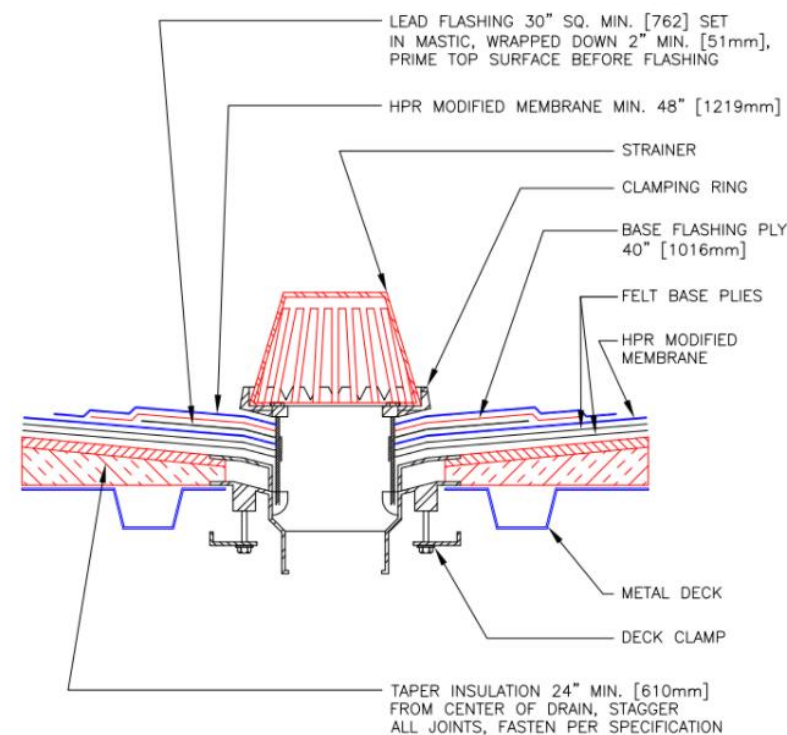
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D1 COPING CAP
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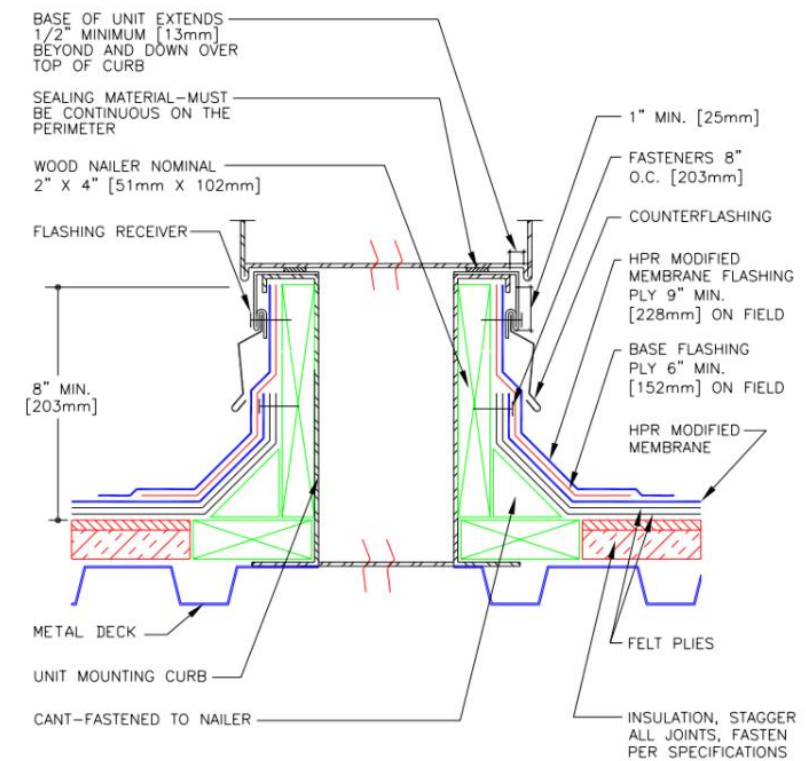
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D1 SURFACE MOUNTED COUNTER FLASHING
CITY OF GREENFIELD



4
D1 PITCH POCKET WITH UMBRELLA
CITY OF GREENFIELD



5
D1 DRAIN
CITY OF GREENFIELD



6
D1 CURB
CITY OF GREENFIELD



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DETAILS

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D-1



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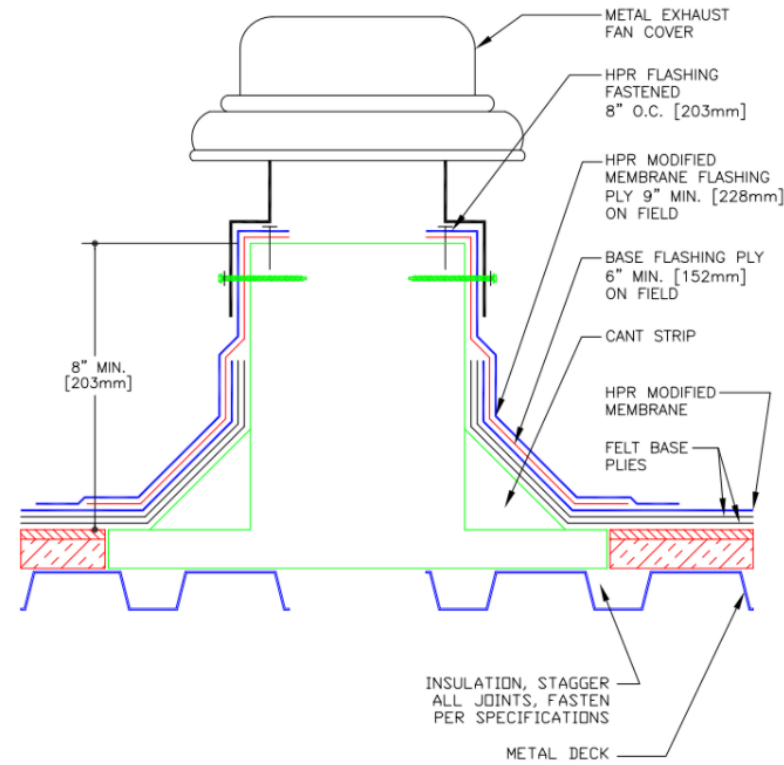
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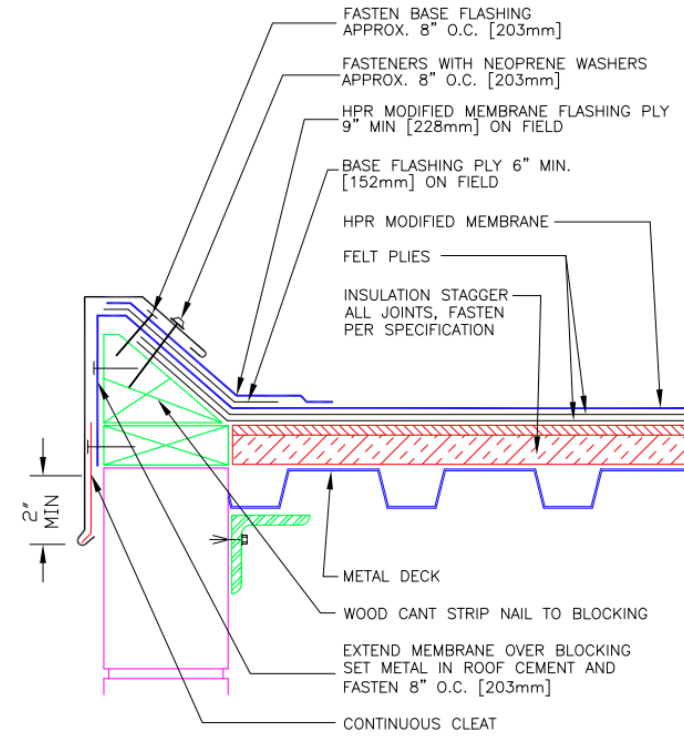
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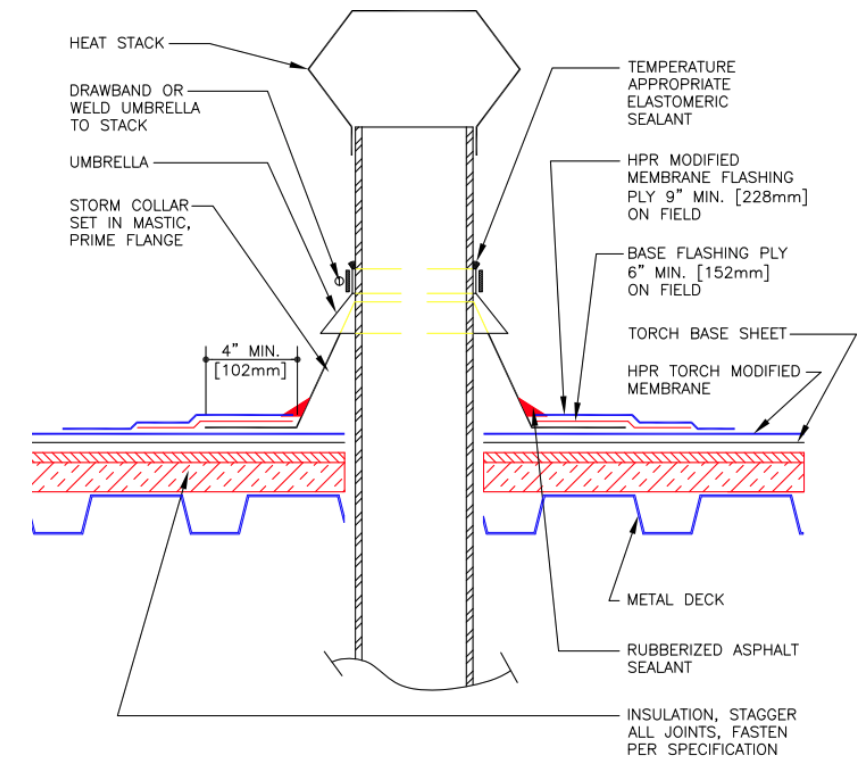
D-2



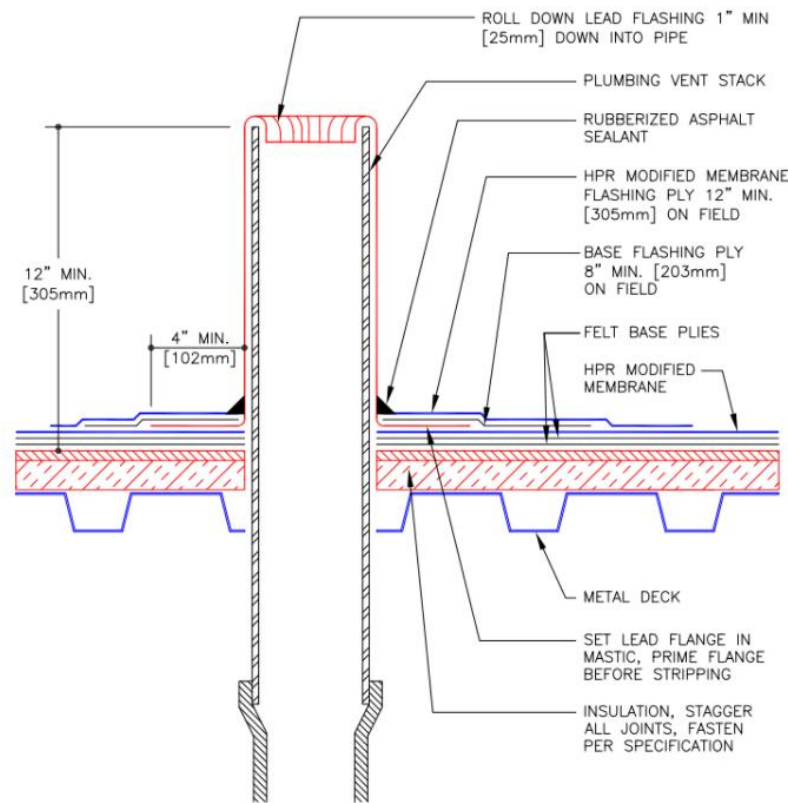
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D2 EXHASUT FAN
CITY OF GREENFIELD



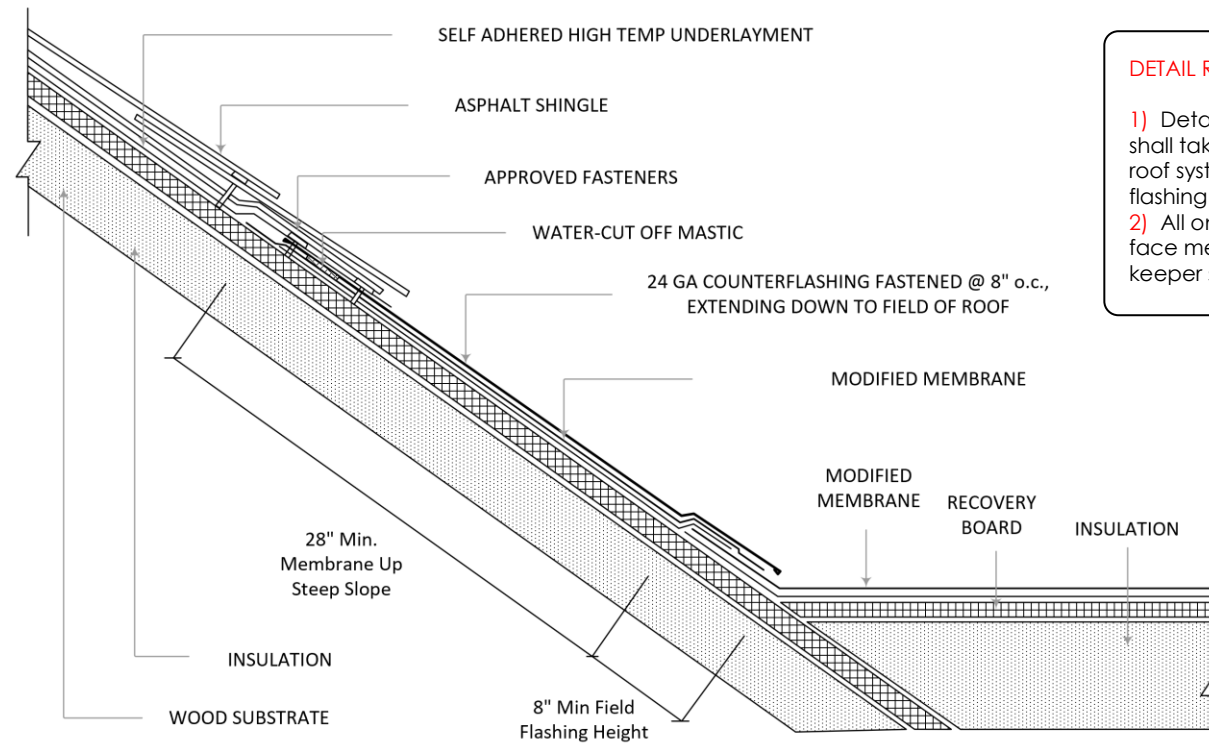
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D2 RAISED METAL EDGE
CITY OF GREENFIELD



9
D2 HEAT STACK
CITY OF GREENFIELD



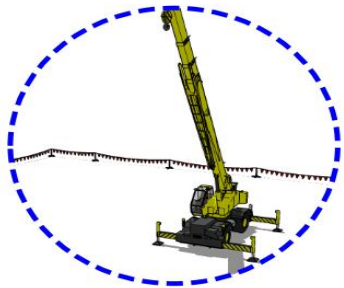
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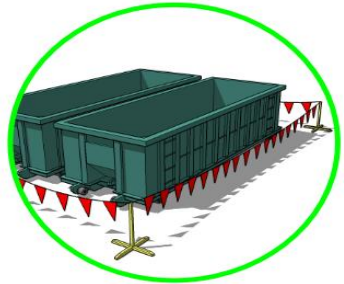
11
D2 LOW SLOPE TO STEEP SLOPE TRANSITION
CITY OF GREENFIELD

DETAIL REQUIRMENTS

- 1) Details shown are representative of finished details. Contractors shall take into account existing insulation, new insulation, and the new roof system. Wood blocking shall be added to achieve the minimum flashing heights shown.
- 2) All one piece sheet metal fascia is limited to a maximum of 8". Any face metal extending beyond 8" must have two piece metal and two keeper strips.



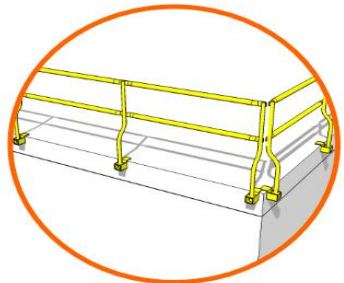
HOISTING
ZONE



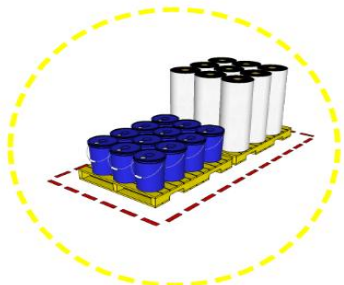
DUMPSTER
ZONES



SAFETY FLAG
SAFETY ZONE



SAFETY RAIL
SYSTEM
INSTALLATION



MATERIAL
STAGING ZONE



Project Staging

- 1) Ensure Building Protection is in place when hoisting to the roof. Any damage to the building will be repaired by the contractor.
- 2) Any damage to grass or landscaping will be repaired by contractor.
- 3) Any staging on the ground level will need to be flagged, if any permits are needed the contractor will secure those before the Project start.
- 4) No ladders are to be left on the ground when contractor is not on site or outside of working hours.
- 5) Hoisting areas need to be finalized at Pre-Construction meeting. If there is any change, Owner must be notified at least 72 hours before project start
- 6) Park area to the North is not to be touched in any way, this area is an archeological site and must remain un-disturbed. Any work needed to be performed in this area must be approved by the City and have an archeologist on site during any and all work in this area.



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3800 E. 91st Street
Cleveland, OH 44105

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CITY OF GREENFIELD
Law Enforcement Center
5300 W Layton Ave, Greenfield, WI 53220

SHEET TITLE:

DETAILS

SHEET NO.

S-1

EXHIBIT B INSURANCE REQUIREMENTS

LIABILITY AND INSURANCE - CONTRACTOR shall provide and maintain from one or more insurance companies acceptable to CUSTOMER, insurance to protect CONTRACTOR, employees of CONTRACTOR, Subcontractors of CONTRACTOR, members of the public, and CONTRACTOR's officials, employees and agents, against all hazards and risks of loss. CONTRACTOR shall also include CUSTOMER as additional insureds in liability policies required by the Contract with the exception of Worker's Compensation. CONTRACTOR shall not commence work under Contract until having obtained all insurance required hereunder and filed certification thereof with CUSTOMER, nor shall CONTRACTOR allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with CONTRACTOR, including any endorsements or riders reasonably required by CUSTOMER. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

All insurance carriers shall be licensed to conduct business in Wisconsin and shall have AM Best ratings of at least "A-" and "VII," or better. The insurance of CONTRACTOR and all Subcontractors shall be primary and non-contributory, with subrogation waived. Any insurance maintained by the additional insureds named above shall be excess and non-contributory to the insurance of CONTRACTOR and all Subcontractors.

- (A) Worker's Compensation Insurance Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of CONTRACTOR, and Employer's Liability Insurance in an amount not less than required by state statute for each occurrence. All Subcontractors and suppliers of material shall furnish to CONTRACTOR evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by CONTRACTOR.
- (B) Comprehensive General Liability and Property Damage Insurance - CONTRACTOR shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect CONTRACTOR, employees of CONTRACTOR, Subcontractors of CONTRACTOR, members of the public, CUSTOMER and CUSTOMER's officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of CONTRACTOR or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by CONTRACTOR under the Contract. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:

Bodily Injury and Property Damage: \$2,000,000 per occurrence (bodily injury and property damage)

\$2,000,000 personal/advertising injury (per person/organization)
\$2,000,000 completed operations aggregate
\$2,000,000 general aggregate

Comprehensive Automotive Liability and Property Damage Insurance - CONTRACTOR shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect CONTRACTOR, employees of CONTRACTOR, Subcontractors of CONTRACTOR, members of the public, CUSTOMER, and CUSTOMER's officials, employees and agents, against all claims for injuries, including uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 combined single limit

Installation Floater - CONTRACTOR shall maintain during the life of this Contract Installation Floater insurance coverage. This insurance shall protect CONTRACTOR and CUSTOMER from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder's Risk insurance, while in warehouses, storage areas, during construction, testing and after the work is completed. It shall be of the "all risk" type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the materials and equipment to be erected or installed by CONTRACTOR, less the value of the materials and equipment insured under the Builder's Risk insurance. In the event the materials or equipment to be installed requires any off-premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Installation Floater insurance shall provide for losses to be payable to CONTRACTOR and CUSTOMER as their interests may appear.

Professional Liability Insurance. If Contractor has or will provide or furnish professional services under this Contract, such as professional plan design services, Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and cause by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after acceptance.

Umbrella Liability Insurance. \$2,000,000

CONTRACTOR shall file with CUSTOMER a certification of insurance containing an endorsement to the effect that cancellation or material change of such policies shall not be effective unless thirty (30) days written notice is given to CUSTOMER prior to such cancellation or material change, except cancellation for non-payment, which shall not be effective unless seven (7) days written notice is given to CUSTOMER.

NOTES: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those

specified above, or in the declarations for said policies, whichever is greater.



Finance and Human Resources Meeting

Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: April 9, 2025

RELATING TO:

Discussion and decision to approve purchase of a street light pole handling attachment from the New Equipment account 010-1901-580.1100.

SUMMARY:

For project EN2327, we will be having a contractor replace about 90 street light poles and fixtures with LED. DPW is responsible for removing the old poles and fixtures.

In the past we have a loader and straps to handle poles. That method is time consuming and potentially dangerous, but is an acceptable practice when we only have to handle a few poles, but is potentially dangerous. This project has 90 poles, and we have another upcoming project that has 50 poles that we need to handle twice, for a total of 190 pole moves.

To make this easier, faster and safer, DPW would like to purchase a pole handling attachment for their loader for approximately \$16,000.

FINANCIAL:

DPW is going to auction the old poles through Wisconsin Surplus. Based on past experience, selling the old poles could generate \$18,000-\$23,000, which could cover the cost of the new piece of equipment.

RECOMMENDATION:

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







Committee: Finance & Human Resources Committee

Item Number:

Introduced By: Paula Schafer

Date Introduced: April 9, 2025

RELATING TO:

Discussion and decision to transfer the clearing account balance in excess of 7% of the total escrow fund (Fund 825) to GENRES in the amount of \$14,532.

SUMMARY:

At the April 19, 2011 Common Council meeting it was approved that at the beginning of each year to transfer any clearing account balance in the escrow account which exceeds 7% of the total escrow fund (Fund 825) at the end of the prior year to GENRES subject to Finance & Human Resources Committee and Common Council approval.

The escrow fund has a balance of \$737,953 as of December 31, 2024. 7% of that is \$51,657. The clearing (ES9301) account through December 31, 2024 has a balance of \$66,189, over by \$14,532.

Recommend approving the transfer of the excess of the 7% of the total escrow fund (Fund 825) to GENRES in the amount of \$14,532.

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

03/31/2025

ACCOUNT BALANCE REPORT FOR GREENFIELD
PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2023	END BALANCE 12/31/2024
825-0000-235.1000	SUB-DIVIDER DEPOSITS	517,467.88	486,431.25
825-0000-235.1000-0ESGFB	SUB-DIVIDER DEPOSITS	1,817.81	1,817.81
825-0000-235.1000-ES0403	SUB-DIVIDER DEPOSITS	9,205.63	9,205.63
825-0000-235.1000-ES0605	SUB-DIVIDER DEPOSITS	3,825.00	3,825.00
825-0000-235.1000-ES0606	SUB-DIVIDER DEPOSITS	1,675.00	1,675.00
825-0000-235.1000-ES0608	SUB-DIVIDER DEPOSITS	41,374.75	41,374.75
825-0000-235.1000-ES0613	SUB-DIVIDER DEPOSITS	3,491.43	3,491.43
825-0000-235.1000-ES0614	SUB-DIVIDER DEPOSITS	7,467.12	7,467.12
825-0000-235.1000-ES0703	SUB-DIVIDER DEPOSITS	10,000.00	10,000.00
825-0000-235.1000-ES0709	SUB-DIVIDER DEPOSITS	13,350.00	13,350.00
825-0000-235.1000-ES9301	SUB-DIVIDER DEPOSITS	64,184.01	66,188.96
825-0000-235.1000-ES9319	SUB-DIVIDER DEPOSITS	4,275.00	4,275.00
825-0000-235.1000-ES9330	SUB-DIVIDER DEPOSITS	19,499.13	19,499.13
825-0000-235.1000-ES9331	SUB-DIVIDER DEPOSITS	15,606.41	15,606.41
825-0000-235.1000-ES9334	SUB-DIVIDER DEPOSITS	1,488.00	1,488.00
825-0000-235.1000-ES9343	SUB-DIVIDER DEPOSITS	1,055.46	1,055.46
825-0000-235.1000-ES9345	SUB-DIVIDER DEPOSITS	1,112.99	1,112.99
825-0000-235.1000-ES9355	SUB-DIVIDER DEPOSITS	3,894.52	3,894.52
825-0000-235.1000-ES9356	SUB-DIVIDER DEPOSITS	900.00	900.00
825-0000-235.1000-ES9358	SUB-DIVIDER DEPOSITS	3,293.91	3,293.91
825-0000-235.1000-ES9360	SUB-DIVIDER DEPOSITS	2,231.67	2,231.67
825-0000-235.1000-ES9361	SUB-DIVIDER DEPOSITS	1,998.40	1,998.40
825-0000-235.1000-ES9362	SUB-DIVIDER DEPOSITS	4,655.28	4,655.28
825-0000-235.1000-ES9366	SUB-DIVIDER DEPOSITS	698.32	698.32
825-0000-235.1000-ES9370	SUB-DIVIDER DEPOSITS	1,276.96	1,276.96
825-0000-235.1000-ES9371	SUB-DIVIDER DEPOSITS	5,796.80	5,796.80
825-0000-235.1000-ES9401	SUB-DIVIDER DEPOSITS	7,748.63	7,748.63
825-0000-235.1000-ES9701	SUB-DIVIDER DEPOSITS	225.00	225.00
825-0000-235.1000-ES9801	SUB-DIVIDER DEPOSITS	450.00	450.00
825-0000-235.1000-ES9803	SUB-DIVIDER DEPOSITS	675.00	675.00
825-0000-235.1000-ES9806	SUB-DIVIDER DEPOSITS	1,950.00	1,950.00
825-0000-235.1000-ES9808	SUB-DIVIDER DEPOSITS	6,675.00	6,675.00
825-0000-235.1000-ES9901	SUB-DIVIDER DEPOSITS	7,620.00	7,620.00
Total - All Funds:		766,985.11	737,953.43

7 % of total balance

51,656.74

Amount to transfer to GENRES

14,532.22



Committee: Finance & Human Resources Committee

Item Number:

Introduced By: Paula Schafer

Date Introduced: April 9, 2025

RELATING TO: Discussion and decision to establish the 2025 Sewer Service Rates as proposed in the 2025 Budget.

SUMMARY:

When the 2025 budget was developed and passed the sewer rate for the city was estimated at \$27.21 per quarter per unit. The 2025 rate that was developed by the Finance Department is \$27.21 per quarter per unit. This is a \$.82 increase per quarter or \$3.28 annually compared to the 2024 rates.

In 2013 it was established that the annual sewer rates be approved by Common Council before the bills are generated. Since the rate is equal to the 2025 budget estimate we have proceeded with producing the bills for the first quarter of 2025. We anticipate the bills to be mailed early May.

Seeking approval of the 2025 rates which were developed by the Finance Department as follows:

Local sewer charge \$27.21 per unit per quarter

Metro Sewerage District charge \$2.90 per thousand gallons (passed on from MMSD)

MMSD Connection charge \$15.05 per connection per quarter (passed on from MMSD)

Attached is the annual notice provided to the council members.

Recommend approving the 2025 sewer rates.

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

DATE: March 28, 2025

TO: Elected Officials

CC: Finance Director & Assistant Finance Director

FROM: Shannon Farrington (Finance Specialist)

2025 SEWER SERVICE RATES

RESIDENTIAL AND COMMERCIAL

	<u>2025</u>	<u>2024</u>	<u>% change</u>
Local Sewer Charge	\$27.21 per unit	\$26.39 per unit	3.1%
MMSD Volumetric Rate Charge	\$2.90 per thousand gal.	\$2.95 per thousand gal.	-1.75%
MMSD Connection Charge	\$15.05 per connection	\$9.69 per connection	55.3%

For the residential unmetered accounts (flat rate customers on wells), the volumetric rate will be \$31.90 per quarter, compared to \$32.45 per quarter in 2024.

The minimum charge on consumption is \$6.00 per quarter, no change from 2024.

PACKETS FOR WEDNESDAY, 4 / 9 / 2025 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	3/28/2025	\$	527,943.69
AP CHECKS	4/4/2025	\$	269,508.60
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS - MARCH		\$	1,303,879.95
WIRE TRANSFERS - MARCH		\$	295,656.25
P-CARDS -		\$	
		TOTAL \$	2,396,988.49

CC: PAULA

CC: FINANCE FOLDER