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

COMMON COUNCIL MEETING AGENDA

Tuesday, July 15, 2025 - 7:00 PM

A. Call to Order & Roll Call
B. Opening Prayer
C. Pledge of Allegiance
D. Approval of the June 17, 2025 Common Council minutes
E. Mayor's Report
F. Aldermanic Reports
G. Announcements
H. Citizen Commentary
I. Public Hearings
    1. Public Hearing on a Special Use Permit for Neveria Las Maravillas, a limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006) (PC-6/10/25 Kastner)
        a. Approve a Resolution for a Special Use Permit for Neveria Las Maravillas, a limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006) (PC-6/10/25 Kastner)
        b. Approve a Site Plan Review for Neveria Las Maravillas, a limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006) (PC-6/10/25 Kastner)
J. 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)
K. New Business
    1. Claim received from Pam Akers. (Goergen)
    2. Claim received from Martin Law Office on behalf of Gisena Cervantes. (Goergen)
    3. Approve applications for 2025-2026 operator licenses (Goergen)
    4. Approve applications for an Amusement License to expire July 31, 2026. (Goergen)
    5. Approve an application for a 2025-2026 Class "B" Fermented Malt Beverage and "Class C" Wine Retailer's License for Meiji Milwaukee LLC, Dianhui Jiang, Agent, for the property at 3740 S. 108th St. (Meiji Seafood Buffet). The alcohol will be served at each table in the dining area and at the bar. The storage for the alcohol will be located by the office, located in the back by the kitchen. Records will be kept in the office located at 3740 S. 108th St. (Goergen)

6. Daniel's 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 speaker outside in the front [of the building], and it will have temporary fencing. Alcohol sales will be inside the building and drinks outside in plastic cups. The events will be at 3800 S. 108th Street on July 16, July 23, July 30, August 6, and August 13, 2025 from 6:00 PM to 9:30 PM. (Goergen)
7. Approve a change of agent from Nicholas Fischer to Jennifer Flannery, 1511 N. Hawley Rd., Milwaukee, WI, for the 2025-2026 "Class B" Combination Fermented Malt Beverage and Liquor Retailer's License held by Famous Dave's Ribs Inc, 5077 S. 27th St. (Famous Dave's). (Goergen)
8. Approve an Outdoor Special Event application for the Hassleless Mattress Tent Sale Event, to be located at 7740 W. Layton Ave, on July 17 through 23, 2025. Application includes the following combination of licenses/permits: Outdoor Special Event. (Vlach)
9. Approve an Outdoor Special Event application for The Salvation Army's Back to School Health Fair, to be located at 2900 W. Cold Spring Rd., on August 8, 2025. Application includes the following combination of licenses/ permits: Outdoor Special Event. (Vlach)
10. Approve a Site Plan for EVgo, Inc., to install 8 electric vehicle charging stations in the existing Meijer grocery store parking lot, located at 5800 W. Layton Ave., submitted by Elizabeth Bragg, d/b/a Kimley-Horn & Associates. (Tax Key No. 602-9947-004) (PC-7/8/25 Kastner)
11. Approve a Certified Survey Map for a proposed land division of 4343 W. Mallory Ave., submitted by Christopher and Praphasri Swenson, represented by Nick Draskovich, d/b/a Endpoint Solutions. (Tax Key No. 647-1193-000) (PC-7/8/25 Kastner)
12. Approve an Architectural Plan Review for a building remodel at Diamond Jim's, an existing business, located at 5265 S. 27th St., submitted by Tom Letizia, d/b/a Diamond Jim's, and Scot Schmidt, d/b/a Schmidt Architects, LLC. (Tax Key No. 645-0013-000) (PC-7/8/25 Kastner)
13. Approve an agreement with Garland Company Inc. for project number 2511 Library Upper (West) Roof in the amount of $244,930. (Katz)
14. Approve an Intergovernmental Agreement with the Village of Hales Corners for the Powerline Trail Phase 3. (Katz)
15. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for street light replacement on W. Cold Spring Road and W. Howard Avenue. (Katz)
16. Discussion and decision to approve an ambulance billing agreement between Paramedic Billing Services Inc. and the Greenfield Fire Department. (D. Weber)
17. Discussion and decision to approve a financial agreement between the Police Department and the Greenfield School District to staff a School Resource Officer at the Greenfield Middle School (E. Lindstrom)
18. Discussion and decision to revise the organizational chart for the Police Department (E. Lindstrom)
19. Discussion and decision to recruit and hire new Police Officer (E. Lindstrom)
20. Approval of schedules of disbursements in the amount of $2,798,766.13. (Schafer)
21. Approval of mileage reimbursements in the amount of $203.70. (Schafer)
22. Accept May 2025 financial statements. (Schafer)
23. Accept investments and reinvestments for May 2025. (Schafer)
24. 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 2025-2026 operator license to the following:
    a. Dominique Sanders

25. Adjourn closed session and reconvene into open session.
26. Decision re: 2025-2026 Operator's License for Dominique Sanders. (Goergen)

L. Items for future agenda

M. 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 Neveria Las Maravillas, a proposed limited-service restaurant, to be located at 6401 W. Forest Home Ave., submitted by Florentino Maravilla, d/b/a Neveria Las Maravillas. (Tax Key No. 572-8992-006)

WHEREAS, Florentino Maravilla, d/b/a Neveria Las Maravillas, 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 Neveria Las Maravillas, a proposed limited-service restaurant, to be located at 6401 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on July 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, Florentino Maravilla, d/b/a Neveria Las Maravillas, resides at 2908 W. Lincoln Ave., Milwaukee, WI 53215.

2. The property is owned by AJM Enterprises, LLC, 8530 W. McMyron St., West Allis, WI 53214.

3. Neveria Las Maravillas will occupy approximately 2,500 sq. ft. of the multi-tenant commercial building located at 6401 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 674, being a part of the Northeast ¼ Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 572-8992-006

Said land being located at 6401-6405 W. Forest Home Ave.

4. The applicant is proposing to establish a limited-service restaurant within the existing multi-tenant commercial building.

5. The aforesaid premise is zoned C-3 Highway and Commercial Service Business District under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants 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. Forest Home Ave. corridor that is developed for commercial and residential uses. Properties to the north and west are developed

for commercial and residential uses. Properties to the east are developed for residential uses. Properties to the south are developed for residential and public park 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 Florentino Maravilla, d/b/a Neveria Las Maravillas to establish Neveria Las Maravillas, a proposed limited-service restaurant, to be located at 6401 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 June 10, 2025 and by the Common Council on July 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 Neveria Las Maravillas will be 11:00am – 9:00pm, daily.

4. Off-Street Parking. A total of 28 off-street parking stalls are required for the entire multi-tenant commercial building. The property will provide 18 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.

_____
Florentino Maravilla, d/b/a Neveria Las Maravillas

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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Amy Lynn Burmeister	4577 S Greenridge CIR	Greenfield, WI 53220
Angela Michelle Gruchalski	8750 S Country DR #102	Oak Creek, WI 53154
Ashley Ann Viljevac	3147 S 55th ST	Milwaukee, WI 53219
Azman Abdul Malik	3804 S 5th ST	Milwaukee, WI 53207
Brianna Nichole Gaines	1539 S 73th ST	West Allis, WI 53214
David Kosy	3852 S 85th ST	Milwaukee, WI 53228
Emma Rose Satterfield	2662 N 71st ST	Milwaukee, WI 53213
Enrique Gutierrez	3801 S 83rd ST	Milwaukee, WI 53220
Gareth David Hestetune	n79w 15875 Longwood ST	Menomonee Falls, WI 53051
Heather Laurine Dukat	5350 W Abbott AVE	Greenfield, WI 53220
Jaime Aaron Riek	611 Prairie View DR	North Prairie, WI 53153
Jeffrey A Wisniewski	5200 S Tuckaway BLVD 106D	Greenfield, WI 53221
Jessie Lopez	2114 S College AVE #11	Milwaukee, WI 53220
Jodi Bee Miller	2130 S 81st ST	West Allis, WI 53219
Jonathan Paul Allred	1238 Hayes AVE	Racine, WI 53405
Kristin E Brown	10524 W Scharles AVE	Hales Corners, WI 53130
Kurt Edward Plutschack	3854 S 84 ST	Milwaukee, WI 53228
Kyle Jonathon Preuss	972 S 58th ST	West Allis, WI 53214
Lancer LaMonde Bohannon	2850 W Mill RD Unit G	MILWAUKEE, WI 53209
Melissa Marie Soares	2321 W Cherry ST	Milwaukee, WI 53205
Michael Richard Bluemel	8011 W Crawford AVE	Greenfield, WI 53220
Michelle Lynn Gaza	3725 S 53rd ST	Greenfield, WI 53220
Nicole Judith Khoury	W210S 10330 Janis LN	Muskego, WI 53150
Sara Lynn Dvorak	2551 S 43rd ST #102	Milwaukee, WI 53219
Sonda Marie Rodriguez	526 E Linus ST	Milwaukee, WI 53207
Trista Paulene Varner	4875 SE Katelyn CT Apt PP102	Greenfield, WI 53220
Valarie Ann Edwards	1610 N 60th ST	Milwaukee, WI 53208

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

AMUSEMENT license -tags and distributor

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Bert's Amusement Inc	Bert's Amusement	Ryan Michael Larscheidt, Agent	3540 S Rivershire DR Apt. 6

Premise Description:

DISTRIBUTOR HOLDS 6 TAGS: 6 TAGS - GRAINGERS PUB AND GRILL, 3400 W. LOOMIS RD.

Games Are Us Inc	Games Are Us	Steven Allan Murphy, Agent	4905 S Woodlawn PL

Premise Description:

DISTRIBUTOR HOLDS 1 TAG: 1 TAG - MEZCALERO, 6869 W FOREST HOME AVE.

Lake States Vending Inc	Lake States Vending	Chad Goeman	N173W21298 Northwest Passag

Premise Description:

DISTRIBUTOR HOLDS 24 TAGS: 5 TAGS - FOX'S PUB, 4395 S. 76TH ST.; 2 TAGS - THE BRASS TAP, 7808 W. LAYTON AVE; 16 TAGS - HOLEY MACKEREL, 5401 W LAYTON AVE; 1 TAG - KALIBRE'S RESTAURANT & BAR, 4555 W. FOREST HOME AVE.

Mitchell Novelty Co.	Mitchell Novelty Co.	Ralph Fleege, Agent	3506 W National AVE

Premise Description:

DISTRIBUTOR HOLDS 5 TAGS: 4 TAGS - FIN & FEATHER, 4060 W LOOMIS RD.; 2 TAGS - GASLITE WEST, 4305 S 84TH ST.

National Entertainment Network, LLC	National Entertainment Network, LLC	Nicolas Miceli	246 S Taylor AVE Suite 200

Premise Description:

DISTRIBUTOR HOLDS 4 TAGS: 1 TAG - DENNY'S #9246; 4695 S. 108TH ST.; 1 TAG - MEIJER STORES #292, 5800 W. LAYTON AVE.; 2 TAGS - SUBWAY #37611, 10600 W. LAYTON AVE.

Red's Novelty ltd	Red's Novelty ltd	Jay Gerald Jacomet, Agent	1921 S 74th ST

Premise Description:

DISTRIBUTOR HOLDS 28 TAGS: 5 TAGS - ORGAN PIPER, 4353 S. 108TH ST.; 4 TAGS - LONGSHOTS, 5045 W. LOOMIS RD.; 14 TAGS - CLUB PARAGON, 3578 S. 108TH ST.; 5 TAGS - FOX SPORTS BAR, 4395 S. 76TH ST.

Riley's Amusement LLC	Riley's Amusement LLC	Riley Barry Placke, Agent	N3196 Iris RD

Premise Description:

DISTRIBUTOR HOLDS 5 TAGS: 5 TAGS - DANIEL'S PALACE - 3800 S. 108TH ST.

Total Amusement Inc.	Total Amusement Inc.	Larry Michael Beilfuss, Agent	1369 S 89th ST

Premise Description:

DISTRIBUTOR HOLDS 5 TAGS: 5 TAGS - HABANERO'S MEXICAN RESTAURANT, 7700 W LAYTON AVE

Wisconsin P&P Amusement	Wisconsin P&P Amusement	Michael Louis Weigel, Agent	12565 W Lisbon RD

Premise Description:

DISTRIBUTOR HOLDS 45 TAGS: 4 TAGS - ROMERO'S, 4171 S 76TH ST., 8 TAGS - LAVEER'S, 5105 W. COLD SPRING RD.; 12 TAGS - ON THE EDGE, 6815 W. EDGERTON AVE.; 21 TAGS - ROMINES HIGH POCKETS, 6125 S 27TH ST.

AMUSEMENT LICENSE - TAGS ONLY

LEGAL NAME	BUSINESS NAME	AGENT	BUSINESS ADDRESS
Lightspeed Entertainment Inc	Big Putts	Jon M. Majdoch, Agent	4251 S 27th ST

Premise Description:

BIG PUTTS HOLDS 30 TAGS: 30 TAGS - LIGHTSPEED, 4251 S. 27TH ST.

Meijer Stores Limited Partnership	Meijer Store #292	Robert Maynard, Agent	5800 W Layton AVE

Premise Description:

MEIJER HOLDS 1 TAG: 1 TAG - MEIJER STORE #292, 5800 W LAYTON AVE

Meyer's SM Restaurant Inc	Meyer's Restaurant Bar & Banquets	Francesco Anthony Purpora, Agent	4260 S 76th ST Suite D

Premise Description:

MEYER'S HOLDS 5 TAGS: 5 TAGS - MEYER'S RESTAURANT, 4260 S 76TH STREET

Romine's High Pockets Inc	Romine's High Pockets	Terry Romine Jr, Agent	6125 S 27th ST

Premise Description:

ROMINE'S HOLDS 15 TAGS: 15 TAGS - ROMINE'S HIGH POCKETS, 6125 S 27TH ST

Grand Total Licenses: 13

CITY OF Greenfield WISCONSIN

Committee: Common Council Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: July 15, 2025

RELATING TO:

Outdoor Special Event application for the Hassleless Mattress Tent Sale event, to be located at 7740 W. Layton Ave., on July 17 through 23, 2025.

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

All various dept. review/approval has occurred.

Event Dates	Start Time	End Time
Thursday, July 17	10:00AM	5:00PM
Friday, July 18	10:00AM	5:00PM
Saturday, July 19	10:00AM	5:00PM
Sunday, July 20	10:00AM	5:00PM
Monday, July 21	10:00AM	5:00PM
Tuesday, July 22	10:00AM	5:00PM
Wednesday, Jul y23	10:00AM	5:00PM

Recommendation: Approve an Outdoor Special Event application for the Hassleless Mattress Tent Sale event, to be located at 7740 W. Layton Ave., on July 17 through 23, 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: July 15, 2025

RELATING TO:

Outdoor Special Event application for the Salvation Army Back to School Health Fair event, to be located at 2900 W. Cold Spring Rd., on August 15, 2025.

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

All various dept. review/approval has occurred.

Event Dates	Setup Time	Start Time	End Time	Breakdown Time
Friday, August 15	2:00PM	3:00PM	6:00PM	7:00PM

Applicant is requesting to waive all permit fees.

Recommendation: Approve an Outdoor Special Event application for the Salvation Army Back to School Health Fair event, to be located at 2900 W. Cold Spring Rd., on August 15, 2025, and all applicable licenses/permits, and waive application fees.

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

MOTION ___ OTHER __

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 15, 2025

RELATING TO:

Approve an agreement with Garland Company Inc. for project number 2511 Library Upper (West) Roof in the amount of $244,930.

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	$ 244,930
2 Carlson Racine Roofing	$ 277,351
3 Pioneer Roofing	$ 365,792

FINANCIAL:

Funding for the project was approved in the 2025 capital budget.

RECOMMENDATION:

Approve an agreement with Garland Company Inc. for project number 2511 Library Upper (West) Roof in the amount of $244,930.

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

MOTION ___ OTHER ___

Common Council Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 15, 2025

RELATING TO:

Approve an Intergovernmental Agreement with the Village of Hales Corners for the Powerline Trail Phase 3.

SUMMARY:

Greenfield is planning a project to construct the Powerline Trail Phase 3 in 2026. This is a 10-foot wide asphalt multi-use trail and includes a pedestrian bridge over the Root River.

An approximately 300-foot portion of the trail is within the Village of Hales Corners in the vicinity of W. Edgerton Avenue. Greenfield will be the lead agency for the construction of the improvements.

This Intergovernmental Agreement sets forth the terms by which Greenfield will be responsible for the construction and maintenance of the trail within the Village of Hales Corners.

FINANCIAL:

The design and construction of the trail is being partially funded by a grant which has already been approved by the city..

RECOMMENDATION:

Approve an Intergovernmental Agreement with the Village of Hales Corners for the Powerline Trail Phase 3.

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

MOTION ___ OTHER ___

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GREENFIELD
AND
VILLAGE OF HALES CORNERS

This Agreement is made and entered into effective August 1, 2025, by and between the City of Greenfield, a municipal corporation with principal offices at 7325 W. Forest Home Avenue, Greenfield, Wisconsin, hereinafter referred to as "City", and the Village of Hales Corners, a municipal corporation with principal offices at 5635 S. New Berlin Road, Hales Corners, Wisconsin, hereinafter referred to as "Village".

WHEREAS, the City and Village mutually agree that the construction of a 10-foot wide asphalt multi-use trail as shown in Exhibit A, including the placement of appropriate signage therefor, hereinafter referred to as "Project," provides a benefit to both communities.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable considerations, the City and Village agree as follows:

1. The City will act as the sponsor for the Project. The City will be responsible for designing the Project, preparing construction plans and specifications, obtaining all necessary approvals, bid letting and awarding a construction contract, construction management, providing payments to the contractor and all other necessary work to ensure the complete construction of the Project.

2. A Village Right of Way Permit will be obtained by the City for Project construction within Village right of way. The Village will waive all applicable permit fees.

3. The City and Village will jointly prepare a "punch list" for the contractor at construction completion for the Project area within the Village.

4. The City will enter into a license agreement with Wisconsin Electric Power Company ("WEPCO"), a Wisconsin corporation doing business as We Energies, ("License Agreement") to allow for the Project on WEPCO land within both the City and Village. The City will be responsible for all requirements within the License Agreement, including maintenance, however, the Village's Right of Way Permit shall include permission for the City to undertake such required work within the Village portion of the Project. The Village further agrees that the Project may be used only for those uses allowed by WEPCO under the License Agreement, notwithstanding any Village ordinances or rules to the contrary.

5. All costs associated with the construction and maintenance of the Project will be paid by the City.

6. Indemnification: The City shall indemnify the Village for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever which arise out of or are in any manner connected to the Project, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the City. Nothing herein shall be deemed to be a waiver of any defense as to any third-party claims that either the City or the Village may have, including, without limitation, defenses of governmental and/or recreational immunity under applicable state statutes.

7. Term: The term of this Agreement shall be for a period of twenty (20) years (hereinafter "Initial Term"). This Agreement will continue thereafter on a year-to-year basis subject to termination as provided herein.

8. Termination: Upon expiration of the Initial Term, this Agreement may be terminated at any time by the Village by providing at least 180 days prior written notice to the City of such termination. In the event the Village terminates this Agreement, the portion of the Project within the Village must be

removed by the Village, at the Village's cost, unless the Village enters into its own License Agreement with WEPCO. If WEPCO terminates the License Agreement with the City, the City shall provide the Village with written notice within 30 days of such termination and the City shall be responsible for any alteration costs to be incurred by the WEPCO termination, including any modification to the Project then in place, including it's removal.

IN WITNESS WHEREOF, the parties hereto have set their hands as follows:

City of Greenfield:

By: _____ Date: _____
Michael Neitzke
Mayor

By: _____ Date: _____
Jennifer Goergen
City Clerk

By: _____ Date: _____
Paula Schafer
Finance Director

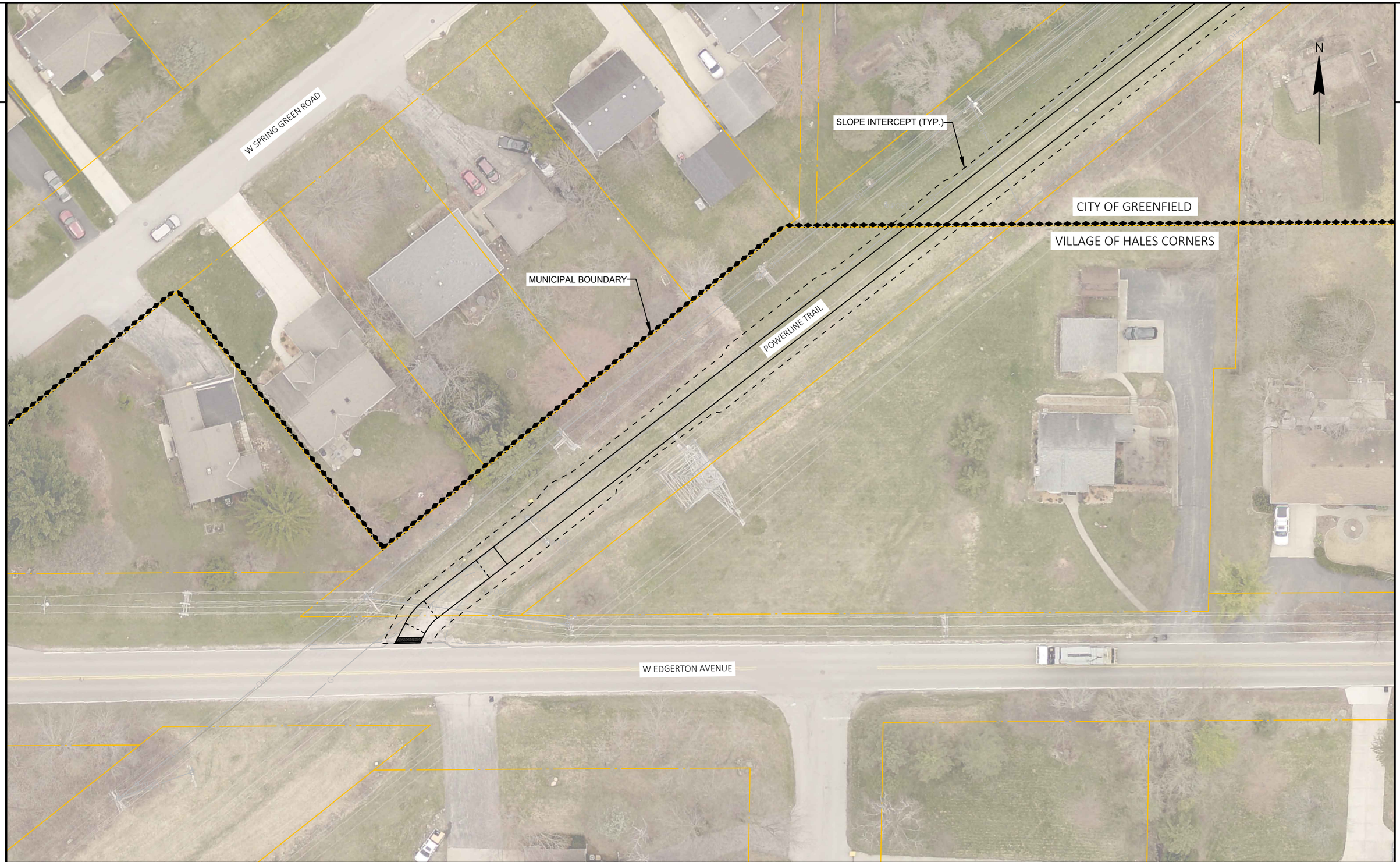
By: _____ Date: _____
Chris Geary
City Attorney

Village of Hales Corners:

By: _____ Date: 6/26/25
Daniel Besson
President

By: _____ Date: 6/24/25
Sandra Kulik
Village Administrator/Clerk

Exhibit A



PROJECT NO: 2980-08-70	HWY: POWERLINE TRAIL PHASE 3	COUNTY: MILWAUKEE	VILLAGE OF HALES CORNERS - INTERGOVERNMENTAL AGREEMENT EXHIBIT	SHEET	E

FILE NAME : S:\MIL\4300--4399\4356\012\DRAWINGS\CAD\CIVIL 3D\SHEETSOTHER\HALES CORNERS EXHIBIT.DWG
LAYOUT NAME - 020201_po

PLOT DATE : 2/28/2025 2:53 PM PLOT BY : ANDERSON, ERIC PLOT NAME : PLOT SCALE : 1 IN:40 FT

WISDOT/CADDS SHEET 42

Common Council Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 15, 2025

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for street light replacement on W. Cold Spring Road and W. Howard Avenue.

SUMMARY:

Greenfield has been awarded a grant for $525,320 in federal funds through the Carbon Reduction Program to replace existing street lights with new energy saving LED street lights.

The lights are planned to be installed on W. Cold Spring Rd (S. 27th St to S. 51st St) and W. Howard Ave (S. 84th St to S. 108th St).

The new lights will reduce the city's energy cost. The lights are also brighter with a more uniform light distribution improving the safety of all road users.

FINANCIAL:

The city's funding match is $141,330.

RECOMMENDATION:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the street light replacement on W. Cold Spring Road and W. Howard Avenue.

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

MOTION ___ OTHER ___

Notice to Clerk:

Do not circulate for signatures at this time.

The Wisconsin Department of Transportation will send a DocuSign request by email.

STATE/MUNICIPAL AGREEMENT FOR CARBON REDUCTION PROGRAM (CRP) PROJECTS Subprogram #: 206 Program Name: CRP *(2025-2028 CRP Cycle)*	Date: June 26, 2025 I.D.: 2980-05-01/71 WisDOT UEI#: CBE4JHP1S8H7 Project Sponsor UEI #: VHJ1RJ5BMNY1 FAIN ID: TBD Project Title: C GREENFIELD LIGHTING CONVERSION Location/Limit: W HOWARD AVE & W COLD SPRING RD Project Length (if applicable): N/A Project Sponsor: City of Greenfield County: Milwaukee MPO Area (if applicable): Milwaukee

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

Authority for the State to enter into this agreement are Wis. Stats. §§ 84.03 and 85.02 in accordance with 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), in the Code of Federal Regulations.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. §§ 86.25and 66.0301.

NEEDS AND ESTIMATE SUMMARY:

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

Existing Roadway/Equipment: Existing street lighting is primarily made up of high-pressure sodium fixtures. The locations include W. Cold Spring from S. 27th St to S.51st St (1.5 miles) and W. Howard Ave from S. 84th St to S. 108th St (1.5 miles). The existing fixtures have an approximate efficiency of 50 lumens/watt while new LED fixtures have an approximate efficiency of 107 lumens/watt. A total of 87 light locations and 93 fixtures will be improved.

Proposed Improvement: The proposed project includes replacing and upgrading existing high-pressure sodium street lighting fixtures to energy efficient LED fixtures. The proposed locations are on three miles of roadway. One area is W. Cold Spring Rd from S. 27th St to S. 51st for 1.5 miles. It includes50 light locations and fixtures. The second area is W. Howard Ave from S. 84th St to S. 108th St for1.5 miles. It includes 37 light locations and 43 fixtures. The proposed project includes new poles and luminaires while utilizing existing concrete bases. A total of 87 light locations and 93 fixtures will be improved. The existing high pressure sodium fixtures have an approximate efficiency of 50lumens/watt while the new LED fixtures have a greater efficiency of approximately 107lumens/watt resulting in an approximately 115% increase in lumens/watt efficiency. This directly correlates to a substantial reduction in energy consumption. In addition to energy efficiency benefits, new LED fixtures will more adequately illuminate the roadway improving safety for all users of the corridor including vehicles, bicyclists and pedestrians on the sidewalk.

Non-participating work includes work included in the project and other work necessary to finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 Supplemental CRP project funding conditions:

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

The subject project is funded with 80% federal funding up to a maximum of **$525,320** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **$525,320** federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

No DBE goal shall be assigned unless requested by the sponsor and approved by WisDOT or assigned by WisDOT. Has a DBE goal been assigned? ☒ No ☐ Yes, the DBE goal is _____.

State Fiscal Year 2025-2028 Supplemental CRP project funding may only be used for 2025-2028 Supplemental projects.

Project Award date: April 14, 2025

This project is currently scheduled in State Fiscal Year **2027**.

Sunset Date: April 14, 2031

The subject project must be Let for construction prior to September 30, 2028. Failure to meet this deadline may result in the forfeiture of the awarded CRP funding.

The subject project must be completed by April 14, 2031, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

	SUMMARY OF COSTS				
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-05-01					
Design Review #	$10,000	$0	0%	$10,000	100%
ID 2980-05-71					
Participating Construction	$641,650	$513,320	80%*	$128,330	20%*
Participating Construction Review #	$15,000	$12,000	80%*	$3,000	20%*
Non-Participating Construction			N/A		100%
Total Est. Cost Distribution	**$666,650**	**$525,320**	**MAX***	**$141,330**	**N/A**

*This project has a CRP federal funding maximum of **$525,320.** This maximum is cumulative for all federally funded project phases.
Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 3-10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: **City of Greenfield** (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the **State of Wisconsin** (please sign in blue ink)		
Name	SE Region Planning Chief Title	Date

GENERAL TERMS AND CONDITIONS:

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

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

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

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

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, regulations, and implementing requirements intended to provide for the fair

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

c. All applicable DBE requirements that the State specifies.

d. Federal and state statutes that govern the CRP Program, including but not limited to 23 USC, Section 503(c)(4)(E)), 23 U.S.C. 175(c), and all applicable federal laws.

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

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

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

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project

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

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

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

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

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

   f. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.

   g. State Review Services for construction and procurement.

   h. Other CRP items as enumerated in the approved application and identified during design.

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

7. State Disbursements:

   a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration

subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

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

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

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

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

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

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

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

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

   h. Real estate for the improvement.

   i. Preliminary Engineering.

   j. State Review Services for design.

   k. Other 100% Project Sponsor funded items as identified during design.

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to, 23 U.S.C. 175(c) and all applicable federal laws.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. § 66.0901. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

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

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

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

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

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

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

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

18. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions. Revisions done without prior WisDOT approval are not entitled to State reimbursement and shall be at the sole expense of Project Sponsor.

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

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

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

22. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR Part 200 subpart D.

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

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

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

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

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

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

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

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

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

    g. Provide maintenance and energy for lighting.

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

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

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

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

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

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

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

LEGAL RELATIONSHIPS:

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

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

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

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

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

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

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29, in accordance with all applicable Federal and State statutory and regulatory requirements:

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

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

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

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

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.

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

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

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

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

PROJECT FUNDING CONDITIONS

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

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

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

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

37. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CRP Supplemental project funding conditions:

    a. ID 2980-05-01: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

    b. ID 2980-05-71: Construction:

        i. Costs for replacement of street lighting and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.

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

    c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 3 of this State/Municipal Agreement**,** whichever is less**.** The project federalk funding maximum of **$525,320** is cumulative for all federally funded project phases.

38. Federal Inactive List: Once a project has received its authorization to incur costs letter until the competition of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

[End of Document]

PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR

City of Greenfield

Submitted By:

Firm Name:	PARAMEDIC BILLING SERVICES, INC.
Address:	395 W. Lake Street, Elmhurst, Illinois 60126
Telephone:	(630) 530-2991
Fax Number:	(630) 530-5099
Contact:	J Kevin Hunter

2025

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the City of Greenfield ("Client") for fire, ambulance, or other services authorized under Client's ordinances and to collect funds directly from individuals, entities, guarantors, or third-party payers, as applicable.

BILLING AGREEMENT
FOR
CITY OF GREENFIELD

THIS AGREEMENT made and entered into between the CITY OF GREENFIELD (hereinafter referred to as "Client"), located at 7325 W Forest Home Ave. Greenfield, Wl~~l~~. 53220-3356 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, IL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents of its community and the surrounding community (hereinafter "Recipients");

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.

3. Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.

4. Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.

5. Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.

6. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount billed, and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.

7. Administration. PBS shall be responsible for processing all documentation, as required under federal, state, and local law, regulation, or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS or any third-party service provider engaged by PBS receives any legal notices, demands, subpoenas, or summons regarding this Agreement, to the extent allowed under law and deemed advisable by PBS counsel or its third-party service provider, PBS or it's third-party service provider shall notify Client and give Client the opportunity to review and assist in a response. PBS shall keep adequate records at PBS's principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS shall preserve such books and records for the legally required time period.

8. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.

9. Guidelines. Client shall provide PBS guidelines for sending the bills and claims. Client shall provide PBS or authorize PBS to receive all information necessary to issue bills or claims.

10. Fees. Client shall pay PBS a fee of 4.50% for all payments collected, based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten [10] calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

    No other fees, besides those specified in this section, shall be paid by the Client to PBS, for services to be provided by PBS to the Client pursuant to this Agreement.

11. Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf, including indemnification from third-party payers.

12. Term. The term of this Agreement shall be for a period of five (5) years commencing upon execution of the agreement ("Initial Term") unless sooner terminated pursuant to this Agreement. This Agreement shall automatically renew for additional one-year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.

13. Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.

14. Termination Without Cause. Any party may terminate this agreement at any time by providing at least ninety (90) days advance written notice to the other parties via certified mail. Upon Termination, PBS shall cease acceptance of any additional accounts from Client. The Parties agree that the termination will apply to both the receipt of new accounts and old accounts by the Client. PBS will discontinue its collection efforts on Recipient accounts already in its possession effective one hundred eighty (180) calendar days after the termination of this Agreement. Additionally, PBS will cease its efforts in collecting Recipient accounts already placed with any external agency effective one hundred eighty (180) calendar days after the Termination of this Agreement. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 10, "Fees", on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.

15. Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.

16. Confidentiality. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party all trade secrets, confidential information, material, tangible items, or written information

supplied by the disclosing Party. The obligations of this Section will survive the termination or expiration of this Agreement.

17. Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with PBS, except in writing signed by the director of PBS has any right, power or authority to act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.

18. Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.

19. Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.

20. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.

21. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.

22. Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.

23. Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (2) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.

24. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Illinois~~ Wisconsin without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in ~~Illinois~~Wisconsin, or in the federal district court located at ~~Illinois~~ Wisconsin Eastern ~~Northern~~ District Court to the extent permitted by law and a Party elects to file an action in federal court. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.

25. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.

26. No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 21 is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.

27. Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:

If to Client:

If to PBS:
David B. Hill, III, President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

With a copy to:

J Kevin Hunter, Client Liaison
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

28. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS shall charge Client a court appearance fee of $100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.

29. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

30. Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for the HIPAA privacy notice, for consent to release records as necessary for payment, for assignment of benefits forms, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. The Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.

31. Overpayments. In the event there are any overpayments due to third party payers based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 30 or Client not complying with the law as required in Section 32), PBS shall not assume any responsibility or liability for the overpayment and PBS shall keep the fees described in this Agreement.

32. Client's Compliance with Law. It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.

33. Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.

34. Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf of for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed by the Parties.

35. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

36. Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.

37. Amendment of Terms and Conditions. PBS reserves the right to amend the terms and conditions of this Agreement at any time by providing Client with written notice of any such amendments, which shall become effective ninety (90) days after the date notice is provided (as evidenced by the postmark or deliver receipt). If client objects to the proposed changes, Client must notify PBS in writing of its objection and desire to negotiate the changes within thirty (30) days of receiving the notice. In the absence of such objection, the amendment shall automatically take effect as specified.

38. Screenings. The Office of the Inspector General ("OIG") of the Department of Health and Human Services ("HHS") has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities ("LEIE"). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs ("Excluded Person") may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.

    1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).

    2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.

    3. Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:

i. OIG List of Excluded Individuals/Entities available at: http://oig.hhs.gov/exclusions/exclusionslist.asp.

ii. Any exclusion database maintained by the state agency that oversees the State Medicaid Program.

iii. The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: http://www.sam.gov.

iv. An appropriate source for a state or local background check (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff's Department).

4. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.

5. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.

6. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.

39. Medicare and Medicaid Enrollment. The Parties shall maintain and update their respective provider status in the Medicare and State Medicaid programs throughout the term of this Agreement. The Parties shall share all information required to maintain and update their provider status and their employees' individual provider status within the Medicare and State Medicaid programs as new credentialing requirements are mandated by those programs and program contractors.

40. Indemnification**.** It is expressly understood and agreed that each Party shall to the extent permitted by law and to the extent the indemnitor has insurance coverage, defend, indemnify, save, and hold harmless the other, its parent corporations, affiliates, subsidiaries, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from this Agreement or the other party's present and former agents, officers, volunteers, and

employees attributable to the negligent acts or omissions of the other Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement, provided that no Party shall have any obligation under this section with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this section. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent of the Party providing such indemnification.

Each Party also agrees to indemnify and hold each other harmless for any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within ~~Illinois~~ Wisconsin law, including, but not limited to ~~Illinois~~ Wisconsin Local Government Tort Immunity Act that may be applicable to the Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

The Indemnitee shall provide the Indemnitor with prompt written notice of any claim, demand, or action for which indemnification is sought under this Agreement. Such notice shall include sufficient detail to enable the Indemnitor to assess its obligations and prepare a defense, including the nature and basis of the claim, a description of the damages or relief sought, and copies of any relevant documents. The indemnitee's failure to provide timely notice shall not relieve the Indemnitor of its indemnification obligations under this agreement, except to the extent such failure materially prejudices the indemnitor's ability to defend the claim. Upon receipt of such notice, the Indemnitor shall have the right to control the defense and settlement of the claim, provided that no settlement may impose liability or obligations on the indemnitee without its prior written consent.

Upon receiving notice of a claim, the Indemnitor shall have the right to control the defense and settlement of the claim, provided that:

1. The indemnitor engages qualified legal counsel reasonably acceptable to the Indemnitee,

2. The indemnitor keeps the indemnitee reasonably informed of the defense's progress and any material developments.

3. the indemnitor shall not settle any claim without the Indemnitee's prior written consent if the settlement: (a) imposes liability or obligations on the Indemnitee beyond the scope of the agreement, (2) admits fault or wrongdoing on the part of the indemnitee, or (3) includes injuctive or equitable relief affecting the Indemnitee.

The indemnitee may participate in the defense of the claim at its own expense. If the indemnitor fails to assume or diligently conduct the defense within a reasonable time after receiving notice, the Indemnitee may assume control of the defense and settle the claim, and the Indemnitor shall remain responsible for all associated costs and damages.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this 18th day of June, 2025

CITY OF GREENFIELD	PARAMEDIC BILLING SERVICES, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: David B. Hill
Its: _____	Its: President

APPENDIX A
Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.

2. PBS will bill all appropriate government or commercial third-party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.

3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.

4. PBS shall issue invoices on a billing form specific to the Client.

5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. The Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes. 14 business day notice required.

6. Invoicing/collection activities will be conducted on the following schedule:

    a. Immediate first steps:
        i. PBS will verify patient insurance through portals, contact with patient, contact with receiving facility etc.

    b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
        i. First invoice mailed within five business days after receipt of case source data.
        ii. Second invoice mailed 30 calendar days after first invoice.
        iii. Collection letter 30 calendar days after third invoice.
        iv. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency, this collection agency will be Waukesha County as requested by the Client.

    c. Except as otherwise required by law, invoicing for Recipients with insurance identified:
        i. Claim submitted to insurance carrier within five business days after receipt of case source data.
        ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
        iii. If Recipient is a resident, the claim will continue to follow the procedures

listed above in “Invoicing for Recipients with no insurance identified.” If

there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.

iv. If Recipient is a non-resident, the claim will continue to follow the procedures listed above in “Invoicing for Recipients with no insurance identified.” If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.

d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment and follow up in accordance with the schedule set forth in 6c above.

e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.

8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, absorb credit card fees to the cardholder.

9. PBS will set up payment plans where appropriate, consistent with standard policies and procedures and in accordance with law.

10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the client's responsibility to notify PBS of any payments received to Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services described.

11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data.

12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in Section 5 and thereafter complete any necessary follow-up with PBS to ensure that the changed rate is being applied by PBS.

INSERT APPENDIX B – BILLING GUIDELINES HERE

APPENDIX C
BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on June 18, 2025 ("Effective Date") by and between the City of ~~Greenfield~~ (Greenfield ("Covered Entity"), and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information*. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary*. "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103 but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident*. "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule*. "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor*. "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards*. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such a report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI.*

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.

2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.

3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

(c) *Reports on Security Incidents*. Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors*. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquiries about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set*. The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquiries about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures*.

(a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law*. To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.

(b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure*.

(a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.

(d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* The Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission*. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI*. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. The covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards*. The Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term*. This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

(a) Termination Resulting from the End of Services. This Agreement shall terminate if the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) Termination for Cause. Upon either Party's knowledge of a material breach of this

Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation opportunity to cure the breach within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or

2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI*.

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment*. The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 *Survival*. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation*. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* If a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 *Prior Business Associate Agreements*. Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 *No Third-Party Beneficiaries*. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or

Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 *Modification of Agreement.* No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 *Relationship of Parties*. Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 *Notices.* Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: City of Greenfield , 7325 W Forest Home Ave. Greenfield, Wi. 53220-3356

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

Paramedic Billing Services, Inc.
Business Associate

By: _____
Print Name: _____
Title: _____
Date: _____

City of Greenfield Covered Entity

By: _____
Print Name: _____
Title: _____
Date: _____

GREENFIELD POLICE DEPARTMENT

Pledged to Progress

5300 W Layton Avenue
Greenfield, WI 53220
Phone: 414-761-5300 • Fax: 414-761-5323
www.greenfieldpolice.org

July 9th, 2025

Mayor and Council Members,

The Greenfield Police Department, in partnership with the Greenfield School District, has been actively engaged in discussions to expand the School Resource Officer (SRO) program by adding a second SRO position, specifically dedicated to the Greenfield Middle School. This collaborative effort is in response to an increasing demand for police services within the school and a shared commitment to ensuring a safe, supportive learning environment for students and staff.

During recent discussions with Superintendent Lisa Elliott, we collectively recognized that the consistent presence of a dedicated SRO at the middle school would greatly enhance our ability to address minor issues before they escalate into major incidents. This proactive approach will not only increase safety but will also strengthen the relationship between students and law enforcement.

In addition to maintaining a safe environment, the presence of an SRO offers valuable opportunities for engagement and education. The officer will participate in classroom activities, instructional programs such as DARE, and other initiatives designed to build trust and mutual respect between youth and the police department.

Understanding the impact on police department staffing, the Greenfield School District has generously agreed to increase their cost-sharing contribution from 50% to 75% of the officer's annual salary. Furthermore, the district has committed to covering 50% of all associated overtime costs, which were previously funded entirely by the city.

To fulfill this role without compromising our current patrol coverage and service levels, the police department is requesting that the Common Council approve an increase in our authorized staffing level—from 62 to 63 sworn officers—effective September 1, 2025.

GREENFIELD POLICE DEPARTMENT

Pledged to Progress

5300 W Layton Avenue
Greenfield, WI 53220
Phone: 414-761-5300 • Fax: 414-761-5323
www.greenfieldpolice.org

Recommendation:

I respectfully recommend that the Common Council:

1. Approve the proposed agreement with the Greenfield School District to staff a School Resource Officer at the Greenfield Middle School.
2. Approve the addition of one full-time sworn police officer position to the department's authorized staffing.
3. Approve the revision to the organizational chart and authorize the police department to recruit & hire a new officer.

This initiative supports a safer, more engaged school environment and is a practical example of how the city and school district can work together to meet the growing needs of our community.

Respectfully,

Eric Lindstrom
Acting Chief of Police
Greenfield Police Department

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT
Between
CITY OF GREENFIELD
and
SCHOOL DISTRICT OF GREENFIELD

THIS AGREEMENT is made, pursuant to Wis. Stat. § 66.0301, by and between the SCHOOL DISTRICT OF GREENFIELD (hereinafter "School District"), and the CITY OF GREENFIELD, (hereinafter "City"), through the CITY OF GREENFIELD POLICE DEPARTMENT (hereinafter "Police Department.")

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this School Resource Officer Program Agreement the specific terms and conditions of the services to be performed and provided by the School Resource Officer in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to implement a joint pro-active program between the City and School District, which promotes and enhances safe educational environments and facilitates the general health, welfare, and safety of the community, as well as enhance the relationships between law enforcement and the students and staff of the School District.

This Agreement will clarify the role of the School Resource Officer to reduce misunderstandings between the Police Department and the School District as far as responsibilities, procedures and expectations of the School Resource Officer.

2. TERM

a. The term of this Agreement shall become effective immediately upon signature and remain effective until September 1, 2029~~2026~~, and shall automatically renew for additional one-year terms thereafter unless either party informs the other in writing prior to July 1st of its intent to not renew the agreement. [Is a July 1 cancellation notice early enough for the parties to make the necessary alternate staffing and/or funding arrangements?] The agreement will be reviewed annually by both parties.

3. GENERAL SCHOOL RESOURCE OFFICER DUTIES

a. The School Resource Officer will serve as a law enforcement officer to help ensure the safety of the students, staff, and visitors in the schools and will uphold the law and make all feel welcome.

b. The School Resource Officer will address crime and disorder problems occurring in or around the school. The School Resource Officer will not enforce school discipline violations, including student code of conduct, or assign school-based consequences to studentspunish students.

c. The School Resource Officer will Investigate sensitive crime reports which are purported to have occurred on School District grounds, or that involve a student of the School District as a potential victim, or where the suspect of the act is a caregiver or other household member of a student.

d. The School Resource Officer will conduct comprehensive safety and security assessments, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety, including providing consultation on integrating appropriate security equipment/technology solutions.

e. The School Resource Officer will serve as liaison between the School District and the Police Department and providing information to students and school personnel about law enforcement matters, as appropriate.

f. The School Resource Officer will also, upon reasonable request, educate students on subjects of alcohol, drugs, violence, conflict resolution, crime prevention, personal safety information, and policing as a career.

g. The School Resource Officer will assist as an informal counselor, and listener to youth personal problems, in collaboration close cooperation with school counselors. The School Resource Officer will also be familiar with helpful community agencies, such as mental health providers, alcohol and drug treatment providers, etc., that offer assistance to dependency and delinquency-prone youth and their families, including making referrals when necessary.

h. The School Resource Officer will be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.

i. The School Resource Officer will, upon reasonable request, make appearances before administrative groups, parent groups, and other groups associated with the School District and as a speaker on a variety of requested topics.

j. The School Resource Officer will assist with developing and implementing safety plans and strategies and serving as an active member on school safety teams, including the school threat assessment teams. When possible, the School Resource Officer, will coordinate familiarization training to include review of the school emergency response plans/procedures, for responding officers within their district.

4. SCHOOL RESOURCE OFFICER SUPERVISION AND EVALUATION

a. The day-to-day operation and administrative control of the School Resource Officer program will be the responsibility of the Police Department, and the School Resource Officer shall be under the direct supervision of the Chief of Police or his/her designee.

b. School Officials who are dissatisfied with a School Resource Officer's performance shall document their concerns and provide them to the Chief of Police or his/her designee. The Police Department, in its sole discretion, shall have the power and authority to discharge and/or discipline the School Resource Officer or to reassign the School Resource Officer from the School Resource Officer position. Nothing herein shall be construed as prohibiting school officials from discussing minor issues directly with a School Resource Officer.

c. At least once per semester ~~Quarterly throughout the school year~~, and more frequently if/as the parties may deem necessary, school administration and the Chief of Police will meet and discuss the School Resource Officer's performance.

5. PERSONNEL

a. Selection of the School Resource Officer shall be made by an interview team consisting of representation from the Police Department, as selected by the Chief of Police, and representation from the School District, as selected by the School District Administrator, which interview team shall screen and interview applicants and make a recommendation to the Chief of Police. The Chief of Police has sole authority on the final selection for the assignment.

b. The School District Administrator may request the reassignment of an officer from the program based upon allegation(s) of improper and/or unlawful conduct, in which event the Chief of Police may reassign the officer pending completion of an internal investigation into such allegation(s).

c. The School Resource Officer is as an employee of the City of Greenfield and, therefore, the City is responsible for any and all worker's compensation benefits/claims and shall be the responsible party in the event of any negligence or malfeasance by the police officer. The officers will continue to be subject to the City of Greenfield Rules and Regulations, City of Greenfield Employee Handbook and the Greenfield Police Collective Bargaining Agreement. The officer will also be subject to any rules or regulations of the school

district. In the case of any conflicting language, between the parties' rules or regulations, the rules or regulations of the Ppolice Ddepartment and the Collective Bargaining Agreement shall supersede. The School Resource Officer shall continue to be covered by City of Greenfield insurance as a police officer, including without limitation workers compensation, law enforcement, and automobile liability insurance, but School District shall also, to the maximum allowable extent, have the School Resource Officer and City added as an additional insured on the School District's insurance liability policies. [THE IDEA HERE IS, TO THE EXTENT ALLOWED BY THE INSURANCE CARRIER, THE SRO AND CITY WOULD BE ADDED AS "ADDITIONAL INSUREDS" TO THE CITY'S POLICIES SO THAT THERE COULD BE EXTRA INSURANCE COVERAGE AVAILABLE, WERE SOMETHING TO HAPPEN. REALLY JUST TRYING TO CAST AS WIDE A COVERAGE NET AS POSSIBLE.]

d. Officers assigned as School Resource Officers shall serve a two-year term, subject to satisfactory job performance. Additional two-year terms may be considered upon mutual concurrence of the Chief of Police and School District Administrator.

e. The Police Department reserves the right to re-deploy the School Resource Officer in other capacities or duties in the event of emergency situations within the City of Greenfield, or in the event the Police Department is understaffed or needed for specific operations. In those cases, the School District shall not be charged, under the provisions of this agreement.

6. WORK DAY OPERATIONS

a. The School Resource Officer's normal work schedule shall be Monday through Friday and consist of eight (8) consecutive hours. The exact hours of work shall be established by the Chief of Police in consultation with the School District.

b. The School District agrees to provide a work area, including a computer and telephone, in the school, for use by the School Resource Officer.

c. The School Resource Officer shall be available for duty under the program, for each day within the specific term, in conjunction with the school year calendar. Those days during the school year when school is not in session, the School Resource Officer would be available for other police activities and/or assignment outside of the schools and apart from the program. [Is this intended that the SRO cannot take vacation days during the school year?] The School Resource Officer shall be strongly encouraged to take all vacation time while school is not in session.

d. In addition to the above, the School Resource Officer may need to be excused from participating in the program to attend in-service training required to maintain certification as a law enforcement officer or training that is specific to his/her duties as a School Resource Officer.

e. The School Resource Officer shall notify both the principal of the school to which they are assigned and the Ppolice Ddepartment supervisor for each day he/she is not available for duty due to illness or otherwise. If the School Resource Officer is unavailable due to extended leaves of absences, then this period of time may be deducted from the annual cost share to the school district.[Do we want to add language allowing the PD to sub in a temporary SRO?]

f. The School Resource Officer will dress in a patrol uniform, business casual dress, or formal dress, with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school a] nd/or Ppolice Ddepartment.

g. The School Resource Officer will return to regular police duty at the end of the school year.

7. OVERTIME

a. As part of his/her responsibilities, the School Resource Officer should attend and assist at certain select extracurricular activities (i.e. athletic event security, dances, etc.), of the school jointly determined by school administration and the Chief of Police.

b. Whenever possible, the School Resource Officer will adjust his/her working hours on the days he/she is required to work a special event in order to avoid or minimize overtime. [Is this a daily issue, or could the SRO also flextime during the same pay period, but on a different day, to avoid OT?If the School District requests the School Resource Officer to work hours outside of the normal workday and the officer is unable to adjust his/her hours, the officer shall be entitled to overtime compensation billed to the School District as outlined in Section 11. [THIS INDICATES THAT OT IS CALCULATED BASED ON THE OFFICER WORKING MORE THAN 8 HOURS PER DAY, EVEN IF LESS THAN 40 PER WEEK. IF THAT'S NOT THE CASE, I THINK THIS SHOULD BE REVISED.]

c. Overtime deemed directly connected to a school related assignment, investigation, or function, the officer shall be entitled to overtime compensation billed to the School District as outlined in Section 11. Documentation of overtime may be requested and reviewed by the School District. [IS SCHOOL-RELATED OT BILLED TO THE SCHOOL IN FULL, OR IS IT ALSO SHARED 75/25?]

8. ACCESS TO PUPIL RECORDS

a. The School District designates the School Resource Officer as a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g and §118.125(2)(d), Wis. Stats, and the School Resource Officer is hereby individually designated by the School District's School Board and assigned to the District such that the

School Resource Officer has legitimate educational interests, including safety interests, to access pupil records.

b. The School District shall provide access to pupil records maintained by the School District only as needed by the School Resource Officer to perform his/her duties as School Resource Officer. The School District shall share the attendance record of any student that is subject to investigation for truancy, arson, or a criminal or delinquent act. The School District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is / was enrolled in school, photographs, degrees and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits District from sharing any other records.

c. If some information in a pupil's record is needed in an emergency to protect the health or safety of the student or other individuals, school personnel may disclose to the School Resource Officer, or other law enforcement official, that information which is needed taking into consideration the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence, to the extent allowed by law.

d. The School Resource Officer will not disclose pupil records to any other person except as authorized by law. In the event the School District makes any disclosure of pupil records pursuant to this Agreement, such a disclosure will be treated in accordance with Wis. Stats. §§ 118.125 and 938.396, as well as FERPA and applicable regulations, including, but limited to the following criteria:

   i. The disclosure of records is made pursuant to this Agreement,

   ii. The disclosure of records is (1) necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication; and/or (2) related to an ongoing investigation or pending delinquency petition.

   iii. All records received will not be re-disclosed to any person, except as authorized by

9. ACCESS TO POLICE RECORDS

a. School officials may request police records of a student enrolled within the School District from the Police Department.

b. The Police Department may release records of a student enrolled in the School District to the School District on its own initiative or at the request of the School District Administrator, specifically including:

i. the use, possession, or distribution of alcohol or a controlled substance or controlled substance analog;

ii. the illegal possession by a juvenile of a dangerous weapon as defined in § 939.22(10), Wis. Stats.;

iii. an act for which a juvenile was taken into custody under § 938.19, Wis. Stat., based upon a law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal criminal law; and

iv. an act for which the student has been adjudged delinquent.

c. The School District shall not disclose the information received under this section to the student or parents/guardians of students without first receiving authorization from the School Resource Officer that such disclosure will not adversely affect any ongoing investigations. Any such disclosure may only be made if it is authorized by state and federal law.

10. SCHOOL RESOURCE OFFICER TRAINING REQUIREMENTS.

The School Resource Officer shall receive such training as is necessary to permit the School Resource Officer to effectively advance the School District's mission in the context of his/her duties as a School Resource Officer. Training topics, goals, and objectives shall be determined jointly by representatives of the School District and the Police Department. Training may ~~should~~ be provided in the following areas:

a. School-based law enforcement;

b. Child and adolescent development;

c. Provisions of Wisconsin law pertaining to the use of seclusion and restraint by school personnel;

d. Trauma informed practices;

e. Adolescent mental health;

f. Crime prevention through environmental design;

g. School threat assessment training;

h. De-escalation techniques; and

i. Sensitive crime investigations.

11. COST SHARING

Program Cost includes budgeted wage, benefits, and payroll tax for the School Resource Officer in accordance with the collective bargaining agreement between the Police Department and _____ [police union]. Annual wage and benefits are subject to change based on future labor negotiations with _____ [police union].

Program Cost excludes overtime and related additional pay, unless overtime is directly connected to a school related assignment, investigation, or function. Documentation of overtime may be requested and reviewed by the School District.

The City and the School District shall share in the actual salary and benefit cost of the School Resource Officer during the school year, ~~for the 9-month school period,~~ as well as any overtime payments specific to ~~the~~ a school-related assignment, investigation, or function. More specifically, the School District will make annual payment to the City of Greenfield in an amount equal to 75% of the School Resource Officer's pay and benefits for 190 days, plus any applicable overtime, not to exceed $75,000 annually.~~The School District will cover 50% and the City will cover 50% of these costs billed on a quarterly basis.~~. City shall bill School District monthly for School Resource Officer costs, including any overtime worked during the time period, and School District shall pay such invoice within 30 days.

Grant funding may become available for the School Resource Officer Program. If either party is an eligible applicant, both parties will make a good faith effort to apply for, accept, and administer such grant funding.

~~**12. SPECIFIC PROCEDURES**~~

~~a. GENERAL:~~

~~1. The School Resource Officer will not be involved in ordinary school discipline.~~

~~2. If a School District administrator believes that a municipal or criminal violation has occurred or is about to occur, the School District administrator will request School Resource Officer involvement. The School Resource Officer will conduct an investigation in conformance with police department procedures. When the violation is committed by a child with a disability, the School District administrator will contact the parents of the child for permission to release copies of the special education and disciplinary records of the child for consideration by the law enforcement agency.~~

~~3. The School District administrator may conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or~~

separate from the School Resource Officer's investigation, but the School District may not use the law enforcement investigation records as the sole basis for disciplinary action.

4. If the School Resource Officer or Police Department receives information of an ordinance violation or crime on campus, the School Resource Officer shall notify School District's administration of the potential violation as soon as possible either directly, through email or telephone and before initiating an investigation, unless the matter poses an imminent danger.

5. The School Resource Officer shall notify the School District's administration of the results of an investigation into an on-campus incident as soon as possible, if permitted by law.

6. The School Resource Officer shall report and process all crimes originating on campus to the Police Department. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by a School Resource Officer will be provided to the School Resource Officer.

b. INTERVIEWS OF STUDENTS AT SCHOOL

1. Students may be interviewed during school hours by the School Resource Officer or other law enforcement agency representatives. Other law enforcement representatives must contact the guardian of the student being interviewed, post-interview is acceptable.

2. At no point shall a School District administrator offer legal advice to the student or parents when involved in an interview or apprehension.

3. The School Resource Officer, police officer, or other law enforcement representative is not required to contact the parent/guardian if the interview is initiated by a student, involves child abuse or when matter of health and safety.

c. TAKING STUDENTS INTO CUSTODY

1. The School Resource Officer will notify the School District administration immediately upon determining that a student will be placed in custody.

2. The School Resource Officer will work with the School District's administration to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.

d. OFF-DUTY CARRYING FIREARMS

1. Law enforcement officers employed by the Police Department shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their official capacities as "on-duty" officers, pursuant to Wisconsin Statutes. To avoid any

~~disruption which could result, off-duty officers who chose to possess a firearm on school property under this Agreement shall do so in compliance with Police Department policy.~~

~~2. Law enforcement officers covered by this Agreement are authorized and permitted, and therefore shall continue to take any and all steps that their oath and duties to the Police Department and the State of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.~~

12~~3~~. LIABILITY

Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own officers, employees, officials, agents and representatives. Each party shall hold harmless the other from any and all damages, liability, judgements, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind and nature arising from and/or pertaining to the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives.

13~~4~~. AMENDMENTS

This Agreement may be amended only upon the mutual written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF GREENFIELD

_____

Michael J. Neitzke, Mayor Date

_____ _____

Jennifer Goergen, City Clerk Date

SCHOOL DISTRICT OF GREENFIELD

_____ _____

Lisa Elliott, School Superintendent Date

DRAFT

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT
Between
CITY OF GREENFIELD
and
SCHOOL DISTRICT OF GREENFIELD

THIS AGREEMENT is made, pursuant to Wis. Stat. § 66.0301, by and between the SCHOOL DISTRICT OF GREENFIELD (hereinafter "School District"), and the CITY OF GREENFIELD, (hereinafter "City"), through the CITY OF GREENFIELD POLICE DEPARTMENT (hereinafter "Police Department.")

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this School Resource Officer Program Agreement the specific terms and conditions of the services to be performed and provided by the School Resource Officer in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to implement a joint pro-active program between the City and School District, which promotes and enhances safe educational environments and facilitates the general health, welfare, and safety of the community, as well as enhance the relationships between law enforcement and the students and staff of the School District.

This Agreement will clarify the role of the School Resource Officer to reduce misunderstandings between the Police Department and the School District as far as responsibilities, procedures and expectations of the School Resource Officer.

2. TERM

a. The term of this Agreement shall become effective immediately upon signature and remain effective until September 1, 2029, and shall automatically renew for additional one-year terms thereafter unless either party informs the other in writing prior to July 1st of its intent to not renew the Agreement. The Agreement will be reviewed annually by both parties. Additionally, this Agreement shall also control the parties' relationship as to the Greenfield High School School Resource Officer upon the expiration of the parties' current agreement as to that particular position, which expires in or about June, 2026.

3. GENERAL SCHOOL RESOURCE OFFICER DUTIES

a. The School Resource Officer will serve as a law enforcement officer to help ensure the safety of the students, staff, and visitors in the schools and will uphold the law and make all feel welcome.

b. The School Resource Officer will address crime and disorder problems occurring in or around the school. The School Resource Officer will not enforce school discipline violations, including student code of conduct, or assign school-based consequences to students.

c. The School Resource Officer will investigate sensitive crime reports which are purported to have occurred on School District grounds, or that involve a student of the School District as a potential victim, or where the suspect of the act is a caregiver or other household member of a student.

d. The School Resource Officer will conduct comprehensive safety and security assessments, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety, including providing consultation on integrating appropriate security equipment/technology solutions.

e. The School Resource Officer will serve as liaison between the School District and the Police Department and providing information to students and school personnel about law enforcement matters, as appropriate.

f. The School Resource Officer will also, upon reasonable request, educate students on subjects of alcohol, drugs, violence, conflict resolution, crime prevention, personal safety information, and policing as a career.

g. The School Resource Officer will assist as an informal counselor, and listener to youth personal problems, in collaboration with school counselors. The School Resource Officer will also be familiar with helpful community agencies, such as mental health providers, alcohol and drug treatment providers, etc., that offer assistance to dependency and delinquency-prone youth and their families, including making referrals when necessary.

h. The School Resource Officer will be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.

i. The School Resource Officer will, upon reasonable request, make appearances before administrative groups, parent groups, and other groups associated with the School District and as a speaker on a variety of requested topics.

j. The School Resource Officer will assist with developing and implementing safety plans and strategies and serving as an active member on school safety teams, including the school threat assessment teams. When possible, the School Resource Officer, will coordinate familiarization training to include review of the school emergency response plans/procedures, for responding officers within their district.

4. SCHOOL RESOURCE OFFICER SUPERVISION AND EVALUATION

a. The day-to-day operation and administrative control of the School Resource Officer program will be the responsibility of the Police Department, and the School Resource Officer shall be under the direct supervision of the Chief of Police or his/her designee.

b. School Officials who are dissatisfied with a School Resource Officer's performance shall document their concerns and provide them to the Chief of Police or his/her designee. The Police Department, in its sole discretion, shall have the power and authority to discharge and/or discipline the School Resource Officer or to reassign the School Resource Officer from the School Resource Officer position. Nothing herein shall be construed as prohibiting school officials from discussing minor issues directly with a School Resource Officer.

c. At least once per semester, and more frequently if/as the parties may deem necessary, school administration and the Chief of Police will meet and discuss the School Resource Officer's performance.

5. PERSONNEL

a. Selection of the School Resource Officer shall be made by an interview team consisting of representation from the Police Department, as selected by the Chief of Police, and representation from the School District, as selected by the School District Administrator, which interview team shall screen and interview applicants and make a recommendation to the Chief of Police. The Chief of Police has sole authority on the final selection for the assignment.

b. The School District Administrator may request the reassignment of an officer from the program based upon allegation(s) of improper and/or unlawful conduct, in which event the Chief of Police may reassign the officer pending completion of an internal investigation into such allegation(s).

c. The School Resource Officer is as an employee of the City of Greenfield and, therefore, the City is responsible for any and all worker's compensation benefits/claims and shall be the responsible party in the event of any negligence or malfeasance by the police officer. The officers will continue to be subject to the City of Greenfield Rules and Regulations, City of Greenfield Employee Handbook and the Greenfield Police Collective Bargaining Agreement. The officer will also be subject to any rules or regulations of the school

district. In the case of any conflicting language, between the parties' rules or regulations, the rules or regulations of the Police Department and the Collective Bargaining Agreement shall supersede. The School Resource Officer shall continue to be covered by City of Greenfield insurance as a police officer, including without limitation workers compensation, law enforcement, and automobile liability insurance

d. Officers assigned as School Resource Officers shall serve a four-year term, subject to satisfactory job performance. One additional four-year term may be considered upon mutual concurrence of the Chief of Police and School District Administrator.

e. The Police Department reserves the right to re-deploy the School Resource Officer in other capacities or duties in the event of emergency situations within the City of Greenfield, or in the event the Police Department is understaffed or needed for specific operations. In those cases, the School District shall not be charged, under the provisions of this Agreement.

6. WORK DAY OPERATIONS

a. The School Resource Officer's normal work schedule shall be Monday through Friday and consist of eight (8) consecutive hours. The exact hours of work shall be established by the Chief of Police in consultation with the School District.

b. The School District agrees to provide a work area, including a computer and telephone, in the school, for use by the School Resource Officer.

c. The School Resource Officer shall be available for duty under the program, for each day within the specific term, in conjunction with the school year calendar. Those days during the school year when school is not in session, the School Resource Officer would be available for other police activities and/or assignment outside of the schools and apart from the program. The School Resource Officer shall be strongly encouraged to take all vacation time while school is not in session.

d. In addition to the above, the School Resource Officer may need to be excused from participating in the program to attend in-service training required to maintain certification as a law enforcement officer or training that is specific to his/her duties as a School Resource Officer.

e. The School Resource Officer shall notify both the principal of the school to which they are assigned and the Police Department supervisor for each day he/she is not available for duty due to illness or otherwise. If the School Resource Officer is unavailable due to extended leaves of absences, then this period of time may be deducted from the annual cost share to School District, provided, however, that the Police Department may instead temporarily assign an alternate School Resource Officer during any time that the regular School Resource Officer is unavailable.

f. The School Resource Officer will dress in a patrol uniform, business casual dress, or formal dress, with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or Police Department.

g. The School Resource Officer will return to regular police duty at the end of the school year.

7. OVERTIME

a. As part of his/her responsibilities, the School Resource Officer will attend and assist at certain select extracurricular activities (i.e. athletic event security, dances, etc.), of the school jointly determined by school administration and the Chief of Police.

b. If the School District requests the School Resource Officer to work hours outside of the normal workday, the officer shall be entitled to overtime compensation billed to the School District as outlined in Section 11. Overtime shall be calculated and paid per the terms of the applicable collective bargaining agreement.

c. Documentation of overtime may be requested and reviewed by the School District.

d. Any School Resource Officer overtime under this section shall be shared equally (50/50) by School District and the City.

8. ACCESS TO PUPIL RECORDS

a. The School District designates the School Resource Officer as a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g and §118.125(2)(d), Wis. Stats, and the School Resource Officer is hereby individually designated by the School District's School Board and assigned to the District such that the School Resource Officer has legitimate educational interests, including safety interests, to access pupil records.

b. The School District shall provide access to pupil records maintained by the School District to the School Resource Officer to perform his/her duties as per School District policy. The School District shall share the attendance record of any student that is subject to investigation for truancy, arson, or a criminal or delinquent act. The School District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is / was enrolled in school, photographs, degrees and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits District from sharing any other records.

c. If some information in a pupil's record is needed in an emergency to protect the health or safety of the student or other individuals, school personnel may disclose to the School Resource Officer, or other law enforcement official, that information which is needed taking into consideration the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence, to the extent allowed by law.

d. The School Resource Officer will not disclose pupil records to any other person except as authorized by law. In the event the School District makes any disclosure of pupil records pursuant to this Agreement, such a disclosure will be treated in accordance with Wis. Stats. §§ 118.125 and 938.396, as well as FERPA and applicable regulations, including, but limited to the following criteria:

   i. The disclosure of records is made pursuant to this Agreement,

   ii. The disclosure of records is (1) necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication; and/or (2) related to an ongoing investigation or pending delinquency petition.

   iii. All records received will not be re-disclosed to any person, except as authorized by law.

9. ACCESS TO POLICE RECORDS

a. School officials may request police records of a student enrolled within the School District from the Police Department.

b. The Police Department may release records of a student enrolled in the School District to the School District on its own initiative or at the request of the School District Administrator, specifically including:

   i. the use, possession, or distribution of alcohol or a controlled substance or controlled substance analog;

   ii. the illegal possession by a juvenile of a dangerous weapon as defined in § 939.22(10), Wis. Stats.;

   iii. an act for which a juvenile was taken into custody under § 938.19, Wis. Stat., based upon a law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal criminal law; and

   iv. an act for which the student has been adjudged delinquent.

c. The School District shall not disclose the information received under this section to the student or parents/guardians of students without first receiving authorization from the School Resource Officer that such disclosure will not adversely affect any ongoing investigations. Any such disclosure may only be made if it is authorized by state and federal law.

10. SCHOOL RESOURCE OFFICER TRAINING REQUIREMENTS.

The School Resource Officer shall receive such training as is necessary to permit the School Resource Officer to effectively advance the School District's mission in the context of his/her duties as a School Resource Officer. Training topics, goals, and objectives shall be determined jointly by representatives of the School District and the Police Department. Training may be provided in the following areas:

a. School-based law enforcement;

b. Child and adolescent development;

c. Provisions of Wisconsin law pertaining to the use of seclusion and restraint by school personnel;

d. Trauma informed practices;

e. Adolescent mental health;

f. Crime prevention through environmental design;

g. School threat assessment training;

h. De-escalation techniques; and

i. Sensitive crime investigations.

11. COST SHARING

Program Cost includes budgeted wage, benefits, and payroll tax for the School Resource Officer in accordance with the collective bargaining agreement between the Police Department and School Resource Officer's union. Annual wage and benefits are subject to change based on future labor negotiations with the School Resource Officer's union.

Program Cost excludes overtime and related additional pay, unless overtime is directly connected to a school related assignment, investigation, or function. Documentation of overtime may be requested and reviewed by the School District.

The City and the School District shall share in the actual salary and benefit cost of the School Resource Officer during the school year, as well as any overtime payments specific to a school-related assignment, investigation, or function. More specifically, for each School Resource Officer, the School District will make annual payment to the City of Greenfield in an amount equal to 75% of the School Resource Officer's base pay and benefits for 190 days, plus any applicable overtime shared equally. City shall bill School District annually for School Resource Officer's base costs and also bill School District at the end of each semester (approximately January and June) for the School District's half of any School Resource Officer overtime costs. School District shall pay such invoice within 30 days.

Grant funding may become available for the School Resource Officer Program. If either party is an eligible applicant, both parties will make a good faith effort to apply for, accept, and administer such grant funding.

12. LIABILITY

Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own officers, employees, officials, agents and representatives. Each party shall hold harmless the other from any and all damages, liability, judgements, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind and nature arising from and/or pertaining to the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives.

13. AMENDMENTS

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CITY OF GREENFIELD

_____

Michael J. Neitzke, Mayor Date

_____ _____

Jennifer Goergen, City Clerk Date

SCHOOL DISTRICT OF GREENFIELD

_____	_____
Lisa Elliott, School Superintendent	Date

Greenfield Police Department

"In partnership with our community, we will seek to improve the quality of life for our citizens and businesses by reducing the fear of crime and disorder through the implementation of problem-oriented and data-driven approaches embodying our motto "pledged to progress" and our guiding principles of Honor, Integrity, Courage, Competence and Restraint."

- 4 Police Chaplains
- Auxiliary Bailiff
- **Chief of Police**
- **Assistant Chief of Police**
- Office Supervisor
- 4 Police Clerks

Patrol Division

Lateshift Commander Captain	**Dayshift Commander** Captain	**Earlyshift Commander** Captain
Lateshift Patrol	**Dayshift Patrol**	**Earlyshift Patrol**
2 Sergeants	2 Sergeants	2 Sergeants
9 Police Officers	16 Police Officers	14 Police Officers
Dispatch Command	6 Community Service Officers	6 Community Service Officers
Peer Support	CSO Program	In-service & External Training
Property & Evidence	Recruitment/ Field Training Program	Unified Tactical Training
Crisis Negotiation	Canine Unit	SWAT Team

Investigations & Administration

Department Administration	**Criminal Investigation Bureau**	**Communications**
Community Outreach Officer	Bureau Captain	12 Emergency Service Dispatchers
Police Service Specialist - Investigator	8 Detectives	
Policy Management	3 School Resource Officers	
Strategic Planning	1 Admin Assistant	
Budget/Grant Management	Crime Reporting	
Public Integrity		

PACKETS FOR WEDNESDAY, 7 / 09 / 2025 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	6/13/2025	$	135,068.55
AP CHECKS	6/20/2025	$	372,686.51
AP CHECKS	6/27/2025	$	728,620.54
AP CHECKS	7/3/2025	$	652,024.81
WIRE TRANSFERS - JUNE 2025		$	518,515.63
P-CARDS - MAY 2025		$	241,516.15
P-CARDS - JUNE 2025		$	150,333.94
	TOTAL	$	2,798,766.13

CC: PAULA

CC: FINANCE FOLDER

BUDGET REPORT FOR GREENFIELD
Fund: 010 GENERAL
Calculations as of 05/31/2025

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2024 ACTIVITY	2025 ORIGINAL BUDGET	2025 ACTIVITY THRU 05/31/25	REMAINING BUDGET
ESTIMATED REVENUES					
TAXES	TAXES	20,118,692	20,149,164	20,149,078	86.00
INTGOV	INTERGOVERNMENTAL	5,180,783	5,481,165	1,382,101	4,099,064.00
L&P	LICENSES AND PERMITS	1,180,958	994,850	360,265	634,585.00
FINES	FINES-FORFEITS-PENALTIES	829,351	810,000	421,955	388,045.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,926,168	2,076,100	885,690	1,190,410.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,513,623	1,464,233	366,179	1,098,054.00
MISC REV	MISCELLANEOUS REVENUE	876,464	627,372	306,018	321,354.00
OTH FIN	OTHER FINANCING SOURCES	8,548	1,083,167		1,083,167.00
TOTAL ESTIMATED REVENUES		31,634,587	32,686,051	23,871,286	8,814,765.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,160,238	4,209,141	1,847,580	2,361,561.00
PS	PUBLIC SAFETY	19,740,160	21,614,649	7,788,773	13,825,876.00
PW	PUBLIC WORKS	4,184,447	4,328,591	1,870,422	2,458,169.00
HHS	HEALTH AND HUMAN SERVICES	847,137	808,237	771,010	37,227.00
CRE	CULTURE, REC AND EDUCATION	1,336,805	1,471,105	490,757	980,348.00
PD	PLANNING AND DEVELOPMENT	175,653	239,328	66,131	173,197.00
OTHER	OTHER FINANCING SOURCES(USES)	767,077	15,000	15,000	
TOTAL APPROPRIATIONS		31,211,517	32,686,051	12,849,673	19,836,378.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		423,070		11,021,613	11,021,613.00
	BEGINNING FUND BALANCE	10,250,851	10,673,928	10,673,928	
	ENDING FUND BALANCE	10,673,921	10,673,928	21,695,541	

MAY 2025
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$2,186,102.03	12/31/2001	variable		$92.84	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$7,257,497.09	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$0.00					
Ehlers Investment Partners X- GRD 2021B	$0.00	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$322,960.36					
Ehlers Investment Partnes X - 2022A X-3025	$135,718.39					
Associated Bank Investments	$6,876,011.07	3/15/2022	variable			
Totals	$16,778,288.94				$92.84	

LOCAL GOVERNMENT INVESTMENT POOL

May 2025 Statement

April Ending Balance		$	48,125,748.39
5 Deposit (s) in May			2,556,122.34
1 Withdrawal(s) in May			5,250,000.00
May Interest Earnings @ 4.36%			175,182.49
	TOTAL	$	45,607,053.22