



REVISED COMMON COUNCIL MEETING AGENDA

Tuesday, October 7, 2025 - 7:00 PM

- A. Call to Order & Roll Call
 - B. Opening Prayer
 - C. Pledge of Allegiance
 - D. Approval of the September 16, 2025 Common Council minutes
 - E. Approval of the September 23, 2025 Special Common Council minutes
 - F. Mayor's Report
 - G. Aldermanic Reports
 - H. Announcements
 - I. Citizen Commentary
 - 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. Notice of Injury/Notice of Claim received from Attorney Julius Andriusis on behalf of Thomas and Ramona Malitz. (Goergen)
 - 2. Adopt a resolution approving settlement of the claim of Pam Akers. (Geary)
 - 3. Adopt a resolution disallowing the claim of Thomas and Ramona Malitz regarding alleged liability relating to a motor vehicle accident on July 9, 2025. (Geary)
 - 4. Adopt resolution authorizing the City of Greenfield to commence proceedings to vacate the unimproved public street right-of-way for S. 118th St. and a portion of West Carpenter Ave. (Geary)
 - 5. Approve application for a Temporary Class "B" Retailer's License received from St. John the Evangelist Congregation to sell fermented malt beverages indoors at the Fall Fish Fry event on October 17, 2025, from 4:00 PM to 7:00 PM at 8500 W. Cold Spring Rd. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
 - 6. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Used Bike Event on October 11, 2025, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)

7. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Service Event on October 18, 2025, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
8. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Fall Fest event on October 25, 2025, from 9:00 AM to 4:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
9. Approve applications for 2025-2026 operator licenses (Goergen)
10. Discussion and decision to approve a first revision to the financial agreement with the Wisconsin Department of Transportation for the grant for the design and construction of the W. Howard Avenue bridge. (Katz)
11. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code adding stop signs at the intersection of Grange Avenue and Honey Creek Drive. (Katz)
12. Approve acceptance of 2023 State & Local Cybersecurity Grant Program Award. (Lemmers)
13. Approve the 2026 Special Assessment Rate Schedule. (BPW, 9/23/25, Ald. Bailey)
14. Approve a motion to keep Holmes Avenue open between 27th and 28th Streets, and study the addition of traffic-calming measures such as speed bumps. (BPW, 9/23/25, Ald. Bailey)
15. Approval of schedules of disbursements in the amount of \$889,906.65. (Schafer)
16. Approval of mileage reimbursements in the amount of \$179.90. (Schafer)
17. Accept investments and reinvestments for August 2025. (Schafer)
18. Accept August 2025 financial statements. (Schafer)
19. Discussion and decision to go into closed session, pursuant to Wisconsin Statutes, Section 19.85(1)(a)(e) to consider the following:
 - a. Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. (Foley)
 - b. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (wages, insurance, or investing of public funds), to discuss UHC Insurance Renewal. (Foley)
20. Adjourn closed session and reconvene into open session
21. Decision regarding closed session item(s) (Foley)
22. Decision to approve the UnitedHealthcare health, dental, vision, flexible spending account, health reimbursement account and Cobra benefits as presented for 1/1/2026 through 12/31/2026 and authorize Mayor to sign the 2026 renewal documents. (Foley)

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.

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION APPROVING SETTLEMENT OF THE CLAIM OF PAM AKERS

WHEREAS, the claimant, Pam Akers (“Claimant”), submitted a claim with the City on or about June 13, 2025, for damage that was done to the Claimant’s property, which had contemporaneously been reported to the City, during snow removal operations by the City on or about March 10, 2023 (“Claim”); and,

WHEREAS, in conjunction with her Claim, the Claimant also submitted two estimates for repair costs in the amounts of \$3,500 and \$5,500; and,

WHEREAS, in order to avoid the appearance of any conflict of interest, the City Attorney referred the Claim to outside counsel to review, and following such review, and conversations between outside counsel and the Claimant, outside counsel is recommending that, without admitting any negligence, the Common Council approve settlement and payment of the Claim in the amount of \$3,500; and,

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claim of Pam Akers, submitted on or about June 13, 2025, and relating to alleged loss occurring on or about March 10, 2023, is hereby approved in the amount of **\$3,500**; and,

BE IT FURTHER RESOLVED that this payment is in full and final satisfaction of any/all claims and damages the Claimant may have relating in any way to the incident, whether known or unknown, including without limitation, any and all property damage, injury, medical bills, property damage, pain, and suffering; and,

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

Approved:

Michael J. Neitzke, Mayor

Date Approved: _____, 2025.

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the ____ day of _____, 2025.

Jennifer Goergen, City Clerk

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION DISALLOWING THE CLAIM OF THOMAS AND RAMONA MALITZ
REGARDING ALLEGED LIABILITY RELATING TO A MOTOR VEHICLE ACCIDENT ON
JULY 9, 2025

WHEREAS, Thomas and Ramona Malitz (“Claimants”), by their attorney Julius Andrius, submitted a Notice of Injury and Claim with the City on or about September 15, 2025, relating to injuries and damages Claimants allege to have received in a motor vehicle accident that occurred on or about July 9, 2025 (“Claim”); and,

WHEREAS, the Claim alleges that a large bush in the public right-of-way in the vicinity of the intersection of South 65th Street and West Bottsford Avenue was the cause the motor vehicle accident, and the Claimants demanded damages from the City in the amount of \$526,924.40; and,

WHEREAS, the City’s Attorney’s Office has reviewed the facts, circumstances, and law relating to the Claim and recommends that the Common Council disallow the Claim.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claim of Thomas and Ramona Malitz, filed with the City on or about September 15, 2025, and relating to damages allegedly incurred on or about July 9, 2025, is hereby disallowed; and,

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to forward a copy of this disallowance to the Claimants via the procedure required by state law, with a courtesy copy to the Claimants’ attorney, and the Claimants are further hereby notified that legal action to collect on this Claim must be commenced within six (6) months of the date of service of this notice of disallowance or be forever barred.

Approved: _____

Michael J. Neitzke, Mayor

Date Approved: _____, 2025.

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the ____ day of _____, 2025.

Jennifer Goergen, City Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF GREENFIELD TO COMMENCE PROCEEDINGS TO VACATE THE UNIMPROVED PUBLIC STREET RIGHT-OF-WAY FOR S. 118TH ST. AND A PORTION OF WEST CARPENTER AVE.

The Common Council of the City of Greenfield, Milwaukee County, Wisconsin, do resolve as follows:

WHEREAS, F. Patrick La Susa and Mary H. Payne (“Claimants”) recently filed a Notice of Circumstances and Claim indicating their intent to sue to the City to attempt to force it to vacate the remaining unimproved street right-of-way for S. 118th St. and a portion of West Carpenter Ave, which area is legally described and depicted on Exhibit A hereto (“Subject ROW”), and which is abutting the Claimants’ property, located at 11750 West Edgerton Avenue, Hales Corners (Parcel ID 6118963002; “Claimants’ Property”); and,

WHEREAS, the Subject ROW was dedicated to the City more than 50 years ago and was never improved, and a portion of the S. 118th St. ROW was already vacated by the City two years ago; and,

WHEREAS, in settlement of the threatened litigation regarding the Subject ROW, and because the City has no plans to construct a public street within the Subject ROW, the parties have agreed that, in exchange for the City vacating the unneeded Subject ROW, the Claimants will grant to the City formal easements for those public utilities already located in the Subject ROW, and the Claimants will also agree to rededicate the West Carpenter Ave portion of the Subject ROW to the City, for \$1, were the City to contract for the construction of a West Carpenter Ave extension in that portion of the Subject ROW within five years, and to complete such construction within 7 years; and,

WHEREAS, §66.1003(4), Wisconsin Statutes requires that when right-of-way to be vacated is located between the lands of different owners, it shall be annexed to the lot(s) to which it originally belonged if that can be ascertained, and in this case the Subject ROW was originally part of what is now the Claimants’ Property and, therefore, will revert to the Claimants’ Property upon vacation; and,

WHEREAS, the public interest now requires the vacation of the Subject ROW because it is no longer needed by the City for street purposes;

NOW, THEREFORE, BE IT RESOLVED: that the Common Council will commence proceedings, pursuant to § 66.1003(4), Wisconsin Statutes, to effectuate the following:

1. Vacate the unimproved Subject ROW, as shown on Exhibit A attached hereto, subject to the terms described herein; and,
2. The Subject ROW, following vacation, shall revert to the Claimants’ Property.

BE IT FURTHER RESOLVED: That the City staff shall schedule a public hearing with respect to such vacation on a date not less than 40 days from today's date, shall publish a Class 3 notice of the same as provided in § 66.1003(8), Wisconsin Statutes, shall serve a copy of the notice on the owners of all of the frontage of the lots and lands abutting on the portions of the road rights-of-way to be vacated, and shall undertake any and all other steps required by law; and,

BE IT FURTHER RESOLVED: That City staff shall deliver a copy of this Resolution to the Secretary of the Wisconsin Department of Transportation and shall also arrange for the filing of a Lis Pendens incorporating this Resolution in the Milwaukee County Register of Deeds Office, pursuant to Wisconsin Statutes §§ 66.1003(8)(a) and 840.11, respectively.

Adopted by the Common Council of the City of Greenfield, Milwaukee County, Wisconsin, this ____ day of _____, 2025.

CITY OF GREENFIELD

By: _____
Michael Neitzke, Mayor

Attest: _____
Jennifer Goergen, City Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of October, 2025, Michael Neitzke and Jennifer Goergen, Mayor and City Clerk of the City of Greenfield, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

Notary Public, Milwaukee County, WI

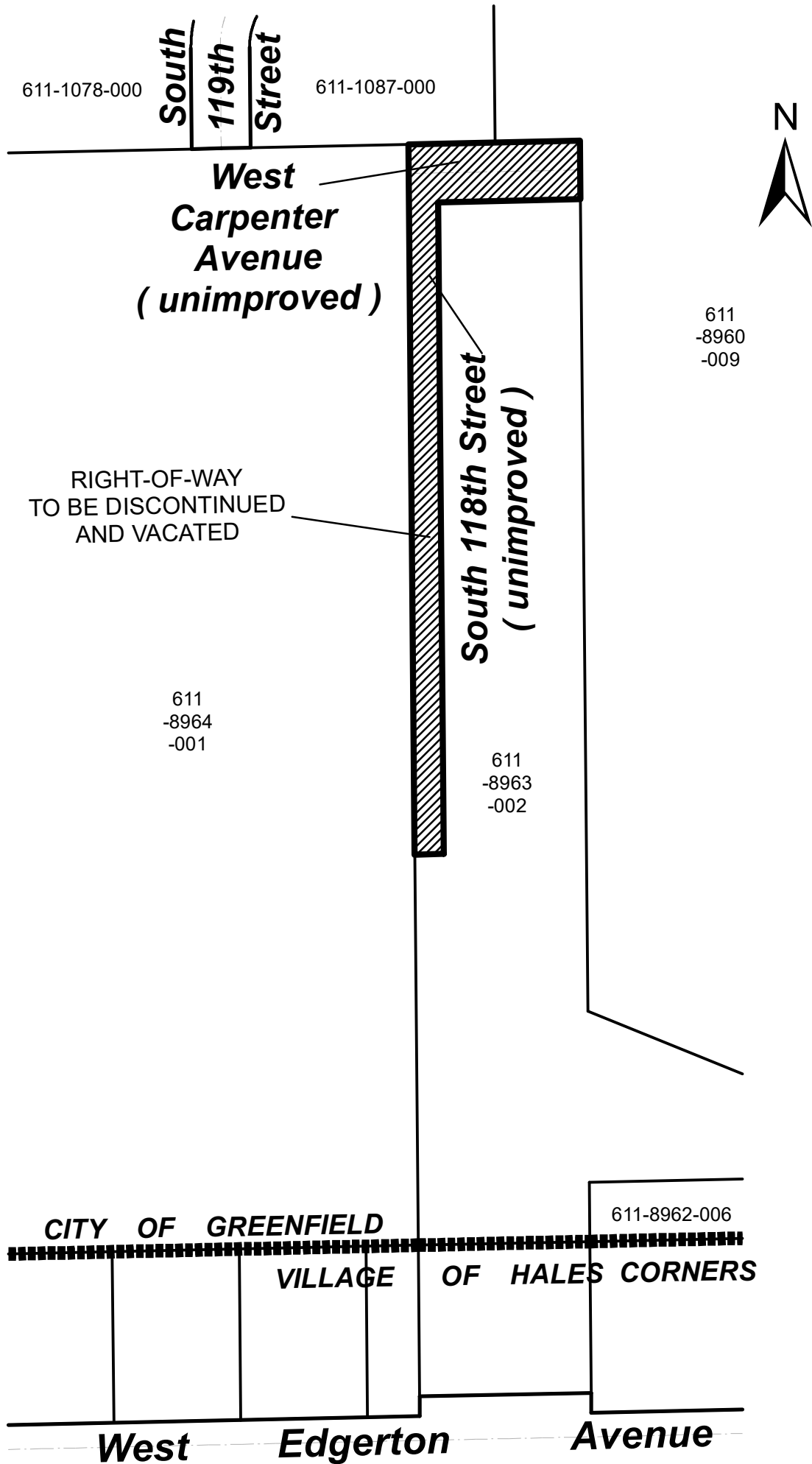
Name: _____
My Commission Expires: _____

Exhibit A – Vacated Right-of-Way Legal Description

Public Right-of-Way – South 118th Street / West Carpenter Avenue

That part of the Northwest $\frac{1}{4}$ of Section 30, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said $\frac{1}{4}$ Section; thence North $88^{\circ}45'46''$ East on and along the South line of said $\frac{1}{4}$ Section, 2158.68 feet to a point; thence North $00^{\circ}30'19''$ West, 600.02 feet to the northwest corner of lands previously vacated by Resolution 3917, recorded on May 23rd, 2023 as Document No. 11339277, said point also being the point of beginning of lands to be described; thence North $00^{\circ}30'19''$ West on and along the westerly right-of-way line of South 118th Street, 727.44 feet to a point on the northerly right-of-way line of West Carpenter Avenue; thence North $88^{\circ}44'39''$ East on and along said northerly right-of-way line, 175.96 feet to a point; thence South $00^{\circ}30'37''$ East, 60.00 feet to a point on the southerly right-of-way line of West Carpenter Avenue; thence South $88^{\circ}44'39''$ West on and along said southerly right-of-way line, 145.96 feet to a point on the easterly right-of-way line of South 118th Street; thence South $00^{\circ}30'19''$ East on and along said easterly right-of-way line, 667.45 feet to the northeast corner of lands previously vacated by said Resolution; thence South $88^{\circ}45'46''$ West on and along the north line of lands previously vacated by said Resolution, 30.00 feet to the point of beginning.



CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

10/03/2025

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Amanda B Clark	1428 Manitowoc AVE	South Milwaukee, WI 53172
Andon Richard Kenenakhone	6907 W Rawson AVE	Franklin, WI 53132
Cristal Tinajero Rodriguez	1414 W Warnimont AVE #3	Milwaukee, WI 53207
Michael F Kusters	2040 N Main St	Racine, WI 53402

Common Council

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 7, 2025

RELATING TO:

Discussion and decision to approve a first revision to the financial agreement with the Wisconsin Department of Transportation for the grant for the design and construction of the W. Howard Avenue bridge.

SUMMARY:

The existing structure at the 3000 block of Howard Ave is structurally deficient and needs to be replaced. The poor condition of the existing structure requires that it be inspected monthly. Design of the replacement is underway with construction planned for 2026.

This 1st Revision to the State/Municipal Agreement increases the total grant funding for both the design and construction phases by approximately \$353,000. Greenfield's matching share for the project is 20%.

FINANCIAL:

Greenfield's matching share has been included in capital improvement budgets.

RECOMMENDATION:

Approve a first revision to the financial agreement with the Wisconsin Department of Transportation for the grant for the design and construction of the W. Howard Avenue bridge.

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.

 1st REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT Program Name: Local Bridge Sub-program #: 205 Cycle: 2022-2027 <i>This agreement supersedes the agreement signed by the Municipality on November 17, 2022 and signed by the State on November 17, 2022</i>	Revised Date: September 25, 2025 Date: June 15, 2022 I.D.: 2395-07-01/71 Road Name: W Howard Avenue Bridge ID: B-40-0532 Location: City of Greenfield Limits: Bridge over Miner Creek County: Milwaukee Project Length: 180 FT Facility Owner: City of Greenfield Project Sponsor: City of Greenfield Construction scheduled for State Fiscal Year: 2026
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The signatory, City of Greenfield, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. 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.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

Complete Table A for existing and proposed improvement.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Box Culvert		
Bridge ID	B-40-0532		
Structure passes over	Miner Creek		
Clear bridge width	48 FT	48 FT	
Bridge length	23.1 FT	30 FT	
Total length of approach work		150 FT	
Number of spans	2	1	
Special safety issues			
Sidewalk	Yes one side	Yes	
Sidewalk along approach	Yes	Yes	
Bicycle / pedestrian improvements required		Yes	
Improvement type as indicated on project application		Bridge Replacement – Existing Alignment	
Acquisition of right-of-way		No	
Approach width and type	48 FT type	44 FT wide, Concrete	
Approach shoulder width and type		2 FT wide, Curb and Gutter	
Bridge rail		Yes	
Beam guard		No	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. 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: **Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, haul roads, real estate acquisition.**

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

The Municipality agrees to the following 2022-2027 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of \$158,570.74. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$158,570.74 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of \$1,046,000. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$1,046,000 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2026**. Sunset date: **06/30/2031**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

TABLE B SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2395-07-01					
Design	\$174,213.43	\$139,370.74	80%	\$34,842.69	20% + BAL
State Review	\$24,000.00	\$19,200.00	80%	\$4,800.00	20% + BAL
<i>Project total</i>	\$198,213.43	\$158,570.74		\$39,642.69	
ID 2395-07-71					
Participating Construction	\$1,130,000.00	\$904,000.00	80%	\$226,000.00	20% + BAL
Construction Engineering	\$169,500.00	\$135,600.00	80%	\$33,900.00	20% + BAL
Non-Participating Construction	\$1,000.00		0%		100%
State Review	\$8,000.00	\$6,400.00	80%	\$1,600.00	20% + BAL
<i>Project total</i>	\$1,308,500.00	\$1,046,000.00		\$261,500.00	
Total Est. Cost Distribution	\$1,506,713.43	\$1,204,570.74		\$301,142.69	

*Design ID 2395-07-01 federal/state funding is limited to \$158,570.74

*Construction ID 2395-07-71 federal/state funding is limited to \$1,046,000

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Greenfield** (please sign in blue ink.)

Name (print) _____ Title _____

Signature _____ Date _____

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

Name (print): Tony Barth _____ Title: SE Region Chief

Signature _____ 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 or state funding.
3. The Municipality, 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 the 23 U.S.C. 139 and 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. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality 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 Municipality 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. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
 - i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2022-2027 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2022–2027 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- 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 municipality 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.
 - h. Real estate for the improvement.

8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state 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 Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality 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 Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality 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, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, 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 complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. 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.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality 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 Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 Municipality and its sureties; 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 Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. 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.
22. 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 enforcement rights.
23. 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.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: 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 Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. 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 Municipality, 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 Municipality 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.

26. The Municipality agrees to the following 2022-2027 Local Bridge Program project funding conditions:
 - a. ID **2395-07-01**: Design is funded with 80% state/federal funding up to a funding limit of \$158,570.74, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$158,570.74 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
 - b. ID **2395-07-71**: Construction:

- i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$1,046,000, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,046,000 state/federal funding limit.
- ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 7, 2025

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code adding stop signs at the intersection of Grange Avenue and Honey Creek Drive.

SUMMARY:

The addition of stop signs on Grange Avenue at its intersection with Honey Creek Drive will improve safety.

There are existing stop signs on Honey Creek Drive, making this a four-way stop.

FINANCIAL:

RECOMMENDATION:

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

ORDINANCE NO. #####

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

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

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

At the intersection of West Grange Avenue and South Honey Creek Drive, traffic on both West Grange Avenue and South Honey Creek Drive shall stop before entering the intersection.

City staff is hereby directed to modify the City's official parking map accordingly and add or modify signage as necessary to effectuate this ordinance.

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

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

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

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 7th day of October, 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS

DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



September 30, 2025

Tim Lemmers, IT Manager
Greenfield Police Department
5300 West Layton Avenue
Greenfield, WI 53220-4098

RE: State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system
WEM Grant Number: 2023-SLCGP-01-14207

To Whom It May Concern:

Congratulations! Wisconsin Emergency Management has approved a grant award pursuant to the State and Local Cybersecurity Grant Program (SLCGP) to City of Greenfield in the amount of **\$33,160.50**. These funds represent the Federal share of project costs. WEM administers the funds on behalf of the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement and the federal assurances, Exhibit F of this packet. **Once signed, return one copy to WEM via email to marc.couturier@widma.gov and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Marc Couturier, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Engle".

Greg Engle, Administrator
Wisconsin Emergency Management

State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding
State & Local Cybersecurity Grant Program/Update and replace existing limited MFA
system
2023-SLCGP-01-14207

This subaward grant agreement (Agreement) is made between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **City of Greenfield** (the Grantee). The Agreement sets forth the terms and conditions of the award to Grantee of grant funds (Grant Funds) for the project described in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

1. The Grantee agrees to execute the project consistent with the purposes and conditions of the objectives that it has agreed to attain within the grant period set forth in Exhibit A, as submitted in an application approved by WEM and referred to in Exhibit A.
2. The Grantee shall comply with the applicable rules, regulations, limitations, terms and conditions set forth in Exhibits A – F of this Agreement, which are incorporated by reference into this Agreement. All references to “Agreement” in any of the Exhibits refer to this one-page document.
 - a. *Exhibit A, Approved Award*
 - b. *Exhibit B, WEM Standard Terms and Conditions*
 - c. *Exhibit C, Special Conditions and Additional Monitoring*
 - d. *Exhibit D, Acknowledgement Notice*
 - e. *Exhibit E, Federal Terms and Conditions*
 - f. *Exhibit F, Federal Assurances*
3. WEM has no obligation to pay any portion of the federal government’s share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under this Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under this Agreement.
4. The provisions of the Agreement document and its exhibits, and any documents attached to or referenced in any of them, constitute the entire Agreement between the Parties and supersede any prior agreement between them related to the subject matter of this Agreement.
5. The individuals executing this Agreement represent that they have the authority to sign it on behalf of and bind their respective Parties.

THE PARTIES EXECUTE THIS AGREEMENT BY THEIR SIGNATURES BELOW.

State of Wisconsin

Grantee

Wisconsin Department of Military Affairs,
Division of Emergency Management (WEM)

City of Greenfield

Authorized Representative

Authorized Representative

Name: Greg Engle

Name: Michael Neitzke

Title: WEM Administrator

Title: Mayor

Signature: _____



Signature: _____

Date: _____

10/01/2025

Date: _____

WEM Grant Agreement 2023-SLCGP-01-14207

Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: **Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)**

Assistance Listing Number (ALN) or State Identification Number: **97.137**

Federal Award Identification Number (FAIN): **EMW-2023-CY-00052**

Federal Award Date: **12/1/2023**

Funding Award Description: The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

Notice of Funding Opportunity: **State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding**

Approved Award Information

Award date: September 30, 2025

Grantee: City of Greenfield

UEI: VHJ1RJ5BMNY1

Project Title: State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system

Grant Period: From October 1, 2025 To August 31, 2027

Grant Number: 2023-SLCGP-01-14207 Award Amount: \$33,160.50

Project Director: Tim Lemmers, IT Manager; Greenfield Police Department

Project Summary: Install MFA solution for all users of City of Greenfield IT systems. This will include internal and external access to IT systems by using a credential device (yubikey) to allow better logging and insight.

Approved Award Budget

<u>Budget Cost Category</u>	<u>Local Match</u>	<u>Award</u>
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		\$5,000.00
Supplies & Operating Expenses		
Consultants/Contractual		\$28,160.50
Other		
Indirect		
Sum		\$33,160.50
TOTAL APPROVED BUDGET		\$33,160.50

WEM Grant Agreement 2023-SLCGP-01-14207 Exhibit B – WEM Standard Terms and Conditions

Article I. Conditions of the Parties' Obligations

The Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of WEM shall serve to revise or terminate the Agreement, except as further agreed to by the parties. WEM and the grant recipient (Grantee) understand and agree that no clause, term, or condition of the Agreement shall be construed to supersede the lawful powers or duties of either party.

Article II. Applicable Rules and Regulations

The Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the approved application; the laws, rules, regulations, and State executive orders governing grants and cooperative agreements; the Standard Terms and Conditions, and the Agreement, including responsibility for complying with any provisions included in the award. Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Agreement. The Grantee must comply with all requirements set forth in the program NOFO.

Article III. Adherence to Original Project Objectives and Budget Estimates

The Grantee is responsible for any commitment or expenditure it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowed if incurred after the date of the award, and only with the written approval of the authorized official or delegate.

Article IV. Allowable Activities and Costs

Only activities and expenses that are included in the approved award application are allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. Costs must match the grant's approved application, must be incurred and obligated (purchase order issued, class scheduled) within the performance period, and payment made within 30 days of the grant period end date.

Article V. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article VI. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the Agreement its execution, including changes to the period of performance, the Agreement or any exhibits or other attached documents, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award. Failure to agree to a renegotiated Agreement under these circumstances is cause for WEM to terminate this Agreement.

WEM Grant Agreement 2023-SLCGP-01-14207 Exhibit B – WEM Standard Terms and Conditions
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Article VII. Prior Approval and Modifications

All activity and the corresponding expenses must be approved prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following require WEM's advance written approval:

- (a) Changes to key personnel.
- (b) Changes to the grant period (submitted prior to the approved end date of the grant).
- (c) Changes to the scope, objectives, performance measures, or intent of the approved award.
- (d) Changes to the budget do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the Grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the Grantee.

Article VIII. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

Article IX. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article X. Payments and Closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the Grantee was not proper after the payment has been made, WEM will notify the Grantee of recoupment in writing after which the Grantee has 30 days to repay WEM or appeal the decision.

Article XI. Monitoring

Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed. Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period. Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XII. Maintaining, Retaining, and Access to Records

All grantees, recipients, subrecipients, subgrantees, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Grantee must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Grantee must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, WEM, and/or other funding agencies including access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities and personnel.

Article XIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XIV. Establishment of Safeguards

The grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wis. Stats. §§ 946.10 and 946.13.

Article XV. Nondiscrimination

In connection with the performance of work under the Agreement the Grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, ancestry, or marital status. 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. Apart from sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The grantee agrees to post in conspicuous places available for employees and candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XVI. Liability

The State of Wisconsin, the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the Grantee, or to any individuals or entities with whom the Grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the Grantee for services rendered pursuant to the Award Agreement. The grantee agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees harmless from all claims or causes of action arising from the performance of this award by the Grantee or grantee's agent or employees.

Article XVII. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article XVIII. Noncompliance and Remedial Measures

Submission of an application constitutes the Grantee's designated project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If required statistical data, reports, and other required information are not submitted when due, WEM may withhold all payments that otherwise would be paid to the Grantee under the Agreement until such time as the reports and information are submitted. The Grantee shall provide written notice to WEM of all instances of noncompliance with the terms of the Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance and a plan to correct the noncompliance.

Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination of the Agreement. If WEM determines that noncompliance with the Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including the following:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- (ii) Impose additional conditions including additional monitoring and reporting requirements.
- (iii) Disallow all, or part of, the cost of the activity or action not in compliance.
- (iv) Wholly or partly suspend or terminate the Agreement.
- (v) Temporarily having others perform and receive reimbursement for the services to be provided under the Agreement.
- (vi) Withhold or require enhanced monitoring of future awards given to the Grantee.
- (vii) Take other remedies necessary to protect the interests of the State.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XIX. Dispute Resolution and Appeal

For any disputes between WEM and the Grantee under the Agreement, the following process will be the exclusive administrative review:

- (a) *Informal review:* The WEM Grant Program Manager and the Grantee will attempt to resolve the dispute. If a dispute is not resolved at this stage, then a written statement of the adverse determination will be provided to the Grantee.
- (b) *Appeal review:* The Grantee may appeal the adverse determination by submitting a request to appeal within thirty (30) days following the receipt of the adverse determination. The WEM Bureau Director will review the request and issue a written determination within 30 days after receiving the request. The Grantee's request to appeal must include the following:
 - (i) Detail the nature of the disagreement.
 - (ii) Provide justification.
 - (iii) Provide additional documentation to support their justification.
- (c) *Final review:* The Grantee may advance a failed appeal by submitting a request to the Bureau Director within 30 days of receiving their appeal determination. The Bureau Director will escalate the appeal request to the WEM Administrator for review and final determination.

Article XX. Repayment to WEM

Notwithstanding any other provision in Exhibit B, WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under the Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under the Agreement.

WEM shall be entitled to a refund for goods or services paid for, if the goods or services were not received, implemented, or are affected by termination of the Agreement. The refund shall be paid or appealed within thirty (30) days of a written notice of recoupment to the Grantee.

Article XXI. Order of Precedence

Any inconsistency or conflict in the Agreement, the Notice of Funding Opportunity, the WEM Standard Terms and Conditions, and special conditions, including any Federal Notice of Funding Opportunity or Federal terms and conditions, will be resolved in accordance with the term or condition that is the stricter of the two.

If the provisions of the one-page document referred to as the Agreement and any of its exhibit or other attached documents conflict, provisions required by law or federal requirements will take precedence. Otherwise, the order of precedence of provisions, from first to last, is as follows:

- (i) Exhibit D, Federal terms and conditions, if applicable,
- (ii) The Agreement
- (iii) Exhibit B, WEM Standard Terms and Conditions, to the Agreement
- (iv) Exhibit A, Approved Award and application.
- (v) Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit B – WEM Standard Terms and Conditions

Article XXII. Termination of Agreement

- (a) *General.* Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Except as provided in Article XXI, Repayment to WEM, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by WEM and are not subject to termination of the Agreement. Compensation for partially completed services, when available, shall at the sole discretion of WEM, be no more than the percentage of completion of the services requested, at the sole discretion of WEM, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of WEM, the Grantee may be compensated for the actual service hours provided.
- (b) *Basis.* The Agreement may be terminated in whole or in part on the following basis:
- (i) *Termination for Non-appropriation:* WEM reserves the right to cancel the Agreement at will in whole or in part without penalty effective upon delivery of written notice to the Grantee, under any of the following conditions:
- 1) If the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds, rescinds appropriated funds, reduces funds to levels no longer sufficient to allow for goods or services to meet program objectives, revokes WEM's authority to obligate or receive funds necessary to complete the agreement, or deobligates funds in whole or in part.
 - 2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the or are no longer eligible for the funding proposed for payments by this grant.
- (ii) *Termination for Cause.* WEM may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure within that 30-day period.
- (iii) *Termination or Convenience:* The Grantee may terminate this Agreement for convenience at any time by providing WEM a written notice at least 30 days prior to the desired date of termination. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
- (iv) *Cancellation:* WEM reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to remedy if the Grantee:
- 1) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
 - 2) Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, thirty (30)-day notice or make an assignment for the benefit of creditors;
 - 3) Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 4) Incurs a delinquent Wisconsin tax liability;
 - 5) Fails to follow state or federal laws applicable to the Grantee.
 - 6) Becomes a federally debarred Grantee or excluded from federal procurement and non-procurement Agreements;
 - 7) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement; or
 - 8) Grantee performance threatens the health or safety of a state employee or state customer.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit C – Special Conditions and Additional Monitoring

Grantee:	City of Greenfield	Award Date: September 30, 2025
Project Title:	State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system	
Grant No.:	2023-SLCGP-01-14207	

1. Nationwide Cybersecurity Review (NCSR)

Grant recipients must complete the Nationwide Cybersecurity Review (NCSR) prior to grant close Year 1 and then annually for each year funding is approved. The NCSR It is available each year from October through February at <https://www.cisecurity.org/ms-isac/services/ncsr>.

2. Cyber Hygiene Services

Grant recipients must sign up for free cyber hygiene services through CISA: <https://www.cisa.gov/cyber-hygiene-services>.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit D – Acknowledgement Notice

ACKNOWLEDGEMENT NOTICE

Recipient: **City of Greenfield** Date: **September 30, 2025**
Grant No. **2023-SLCGP-01-14207**
Project Title: **State & Local Cybersecurity Grant Program/Update and replace existing limited MFA system**

The following regulations and obligations (referenced below) apply to your grant award.



PROGRESS REPORTS must be submitted on a scheduled basis into the Egrants system. Narrative reports on the status of your project are due on:

<u>2/12/2026</u>	<u>8/12/2026</u>	<u>2/12/2027</u>	<u>8/12/2027</u>
<u>9/30/2027 Final</u>			

PROGRESS REPORTS NOTE:

Quarterly Reports due 04/12 include January, February and March program activity.
Quarterly Reports due 07/12 include April, May and June program activity.
Quarterly Reports due 10/12 include July, August and September program activity.
Quarterly Reports due 01/12 include October, November and December program activity

Reimbursements and grant modifications will be held if there are late program reports.



FINANCIAL REPORTS must be submitted on a scheduled basis into the Egrants system. The Egrants job aid "Submitting a Fiscal Report" may be found at <https://dma.wi.gov/DMA/wem/grants/admin-tools>. Financial reports on the status of your project are due in Egrants on:

<u>2/12/2026</u>	<u>8/12/2026</u>	<u>2/12/2027</u>	<u>8/12/2027</u>
<u>9/30/2027 Final</u>			



INVENTORY REPORT should reflect final inventory in your records. All equipment purchases must be received, paid for, installed, and deployed before submitting report. Report is due in Egrants on or before:

Final



Complete and return a W-9 *Taxpayer Identification Number Verification Form* (enclosed).



OTHER:

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

_____, Project Director

Exhibit D – Acknowledgement Notice

Date

Exhibit E – DHS Terms and Conditions

Article I - Summary Description of Award

The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of \$7,666,939 for the state of Wisconsin. Of this amount, up to \$383,347 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$1,916,735 is the required cost share.

The terms of the approved Investment Justification(s) and Project Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate

Exhibit E – DHS Terms and Conditions

backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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Exhibit E – DHS Terms and Conditions

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as

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Exhibit E – DHS Terms and Conditions

amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Exhibit E – DHS Terms and Conditions

Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding

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agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

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The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant

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guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit F - Federal Assurances for Non-Construction Programs

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|--|--|
| <ol style="list-style-type: none">1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), which prohibits discrimination on the basis of sex; | <ol style="list-style-type: none">(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
|--|--|

WEM Grant Agreement 2023-SLCGP-01-14207
Exhibit F - Federal Assurances for Non-Construction Programs

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements. 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more. 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).	12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system. 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.). 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures. 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION Greenfield Police Department	DATE SUBMITTED



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 23, 2025

RELATING TO:

Approve the 2026 Special Assessment Rate Schedule.

SUMMARY:

Each year the city increases the special assessment rates for street reconstruction projects.

The increase is based upon the Consumer Price Index (CPI). The Wisconsin Department of Revenue (DOR), State and Local Finance Division has informed us that the Consumer Price Index for all urban consumers (CPI-U) was certified at 2.7% for the 12 months ending August 31, 2025.

Basing the increase on the CPI is consistent with other city rate increases.

The CPI of 2.7% has decreased from 3.2% last year.

FINANCIAL:

RECOMMENDATION:

Approve the 2026 Special Assessment Rate Schedule.

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

ASSESSMENT RATES – 2026

(Note: Residential, multifamily, commercial and industrial as defined per zoning code.
Residential is further defined as properties zoned with “R” classification.)

SANITARY SEWER AND SANITARY SERVICE LATERALS

RESIDENTIAL	\$55.43 / front foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL	\$74.38 / front foot

LATERALS are assessed on the basis of the contract price,
per foot cost x 1/2 the right-of-way, plus 20% for overhead.

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

WATER MAIN AND WATER SERVICE LATERALS

RESIDENTIAL	\$55.43 / front foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL	\$74.38 / front foot

LATERALS are assessed on the basis of the contract price,
per foot cost x 1/2 the right-of-way, plus 20% for overhead.

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

STORM SEWER (Does Not Include Resurfacing of Street)

RESIDENTIAL (does not include service connection)	\$ 3.94 / front foot
MULTI-FAMILY (does not include service connection)	\$15.82 / front foot
COMMERCIAL / INDUSTRIAL (does not include service connection)	\$23.73 / front foot

STORM SEWER SERVICE CONNECTION(S) \$1,491.04 / parcel
(method of connection to be determined by Engineering Division)

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

STREET RECONSTRUCTION (Includes frontage roads)

RESIDENTIAL	\$40.34 / front foot
MULTI-FAMILY	\$55.43 / front foot
COMMERCIAL / INDUSTRIAL	\$79.20 / front foot

* (Includes sidewalk and street lights where applicable)

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

PUBLIC SIDEWALKS *

RESIDENTIAL	0%
MULTI-FAMILY	75% of Contract Price + 20%
COMMERCIAL / INDUSTRIAL	100% of Contract Price + 20%

*(When not included in street reconstruction or new street construction)

DRIVEWAYS and APPROACHES

Additional Concrete and/or Existing Asphalt Driveways * 100% of Contract Price + 20%

*(Additional includes widening of an existing driveway and/or a second driveway approach.

Second driveway approach shall follow Section 9.12 of the Municipal Code.)

ALLEY RECONSTRUCTION

RESIDENTIAL	\$15.08 / rear foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL	100% of Total Project Cost of 1/2 Alley + 20%

Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 23, 2025

RELATING TO:

Discussion and decision to close Holmes Avenue between 27th and 28th Streets.

SUMMARY:

During 2025 and 2026, streets in the area of Holmes and Vogal Venues between 35th and 27th streets are being resurfaced.

Some residents in the neighborhood have expressed interest in closing Holmes Avenue between 27th and 28th Streets.

A portion of the traffic that uses Holmes Avenue uses it as a cut through from 27th to 35th Streets to avoid using Edgerton Avenue.

Residents, some that walk regularly on the streets in the neighborhood, are concerned about safety, speeding, and failure to yield at the stop signs.

We have also received opposition to this proposal citing things like inconvenience of using Edgerton Avenue to access 27th Street, possible increase in emergency response time.

There are four other streets to access the neighborhood at 30th, 31st, & 34th on Edgerton, and at Holmes on 35th.

All 160 properties in this neighborhood were notified that this item would be on this Board of Public Works meeting agenda and were given the opportunity to comment.

RECOMMENDATION:

Decision on closure of Holmes Avenue between 27th and 28th Streets.

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

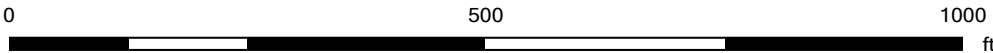
Neighborhood Map



Legend

- Parcels
- Tax Parcels
- Administrative
- Municipal Boundaries

Notes

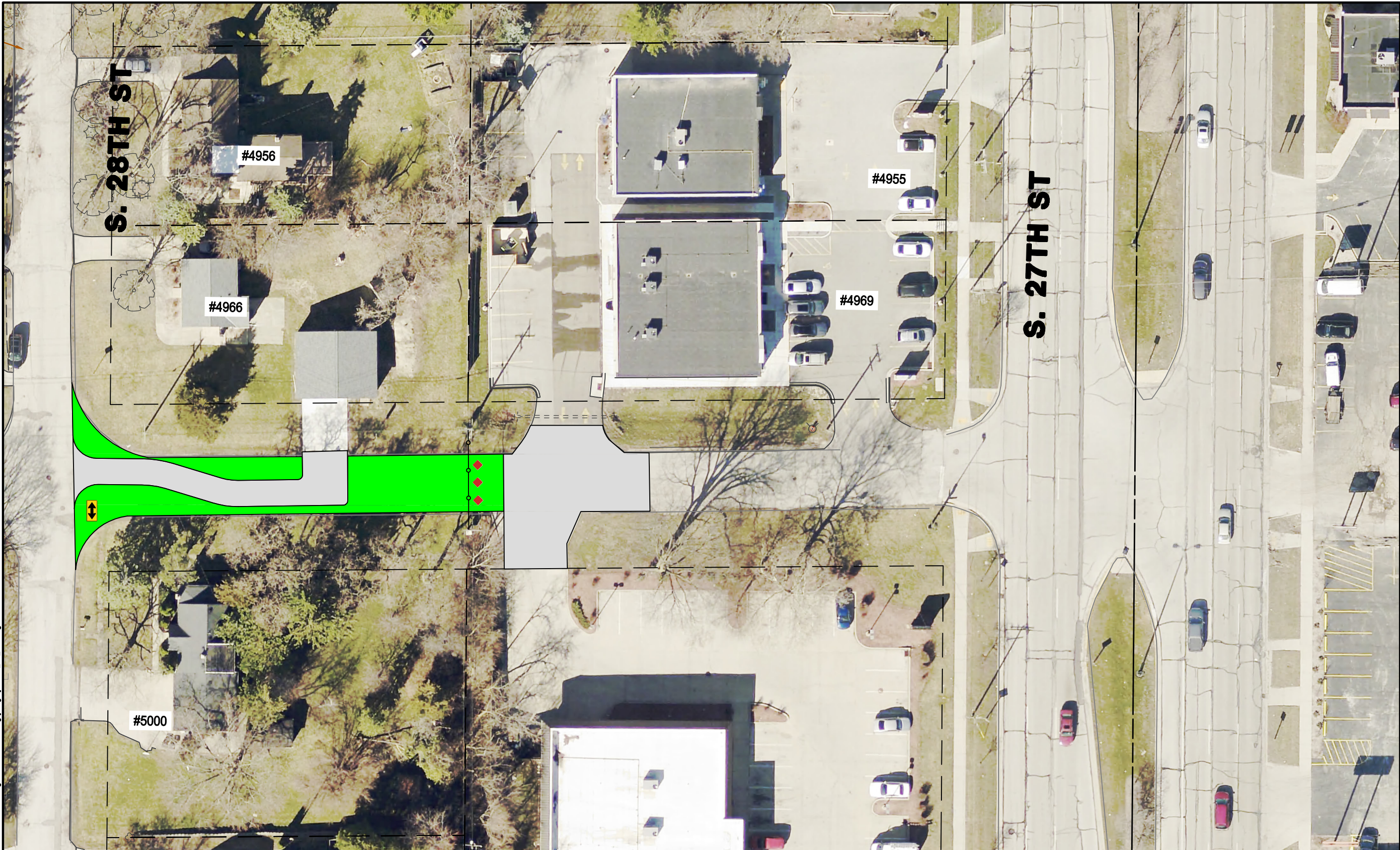


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION

REVISION: 2: V:\m_24\greenfield\proj\910000 - 3rd\Holmes Neighborhood Resurfacing\Group\910000_24_2.dwg

- PAVEMENT REMOVAL
- PROPOSED PAVEMENT AREA
- PROPOSED FENCE





7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
kapurinc.com

PROJECT:
S. 31ST ST. -
W. HOLMES AVE
NEIGHBORHOOD
RESURFACING
PHASE 2

LOCATION:

CITY OF
GREENFIELD

CLIENT:


RELEASE:

DRAFT

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE: 1" = 40'



SEAL:

all in

SHEET:

W. HOLMES AVE
CLOSURE ALT 2

PROJECT MANAGER: CES
PROJECT NUMBER: 24.0800.01
DATE: 9/3/25

SHEET NUMBER:

2

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PACKETS FOR WEDNESDAY, 9 / 24 / 2025 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	9/12/2025	\$	197,733.98
AP CHECKS	9/19/2025	\$	553,387.33
AP CHECKS		\$	
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS		\$	
P-CARDS - AUGUST		\$	138,785.34
TOTAL \$			889,906.65

CC: PAULA

CC: FINANCE FOLDER

AUGUST 2025
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,186,377.57	12/31/2001	variable		\$92.85	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,388,863.27	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	\$326,469.95					
Ehlers Investment Partnes X - 2022A X-3025	\$137,009.84					
Associated Bank Investments	\$6,948,228.13	3/15/2022	variable			
Totals	\$16,986,948.76				\$92.85	

LOCAL GOVERNMENT INVESTMENT POOL

August 2025 Statement

July Ending Balance	\$	50,233,791.26
0 Deposit (s) in August		-
2 Withdrawal(s) in August		2,750,000.00
August Interest Earnings @ 4.36%		184,074.85
TOTAL	\$	47,667,866.11

ACCOUNT CLASSIFICA AND FUNCTION		2024 ACTIVITY	2025 ORIGINAL BUDGET	2025 ACTIVITY THRU 08/31/25	REMAINING BUDGET
DESCRIPTION					
ESTIMATED REVENUES					
TAXES	TAXES	20,118,692	20,149,164	20,149,078	86.00
INTGOV	INTERGOVERNMENTAL	5,180,783	5,481,165	3,363,240	2,117,925.00
L&P	LICENSES AND PERMITS	1,180,958	994,850	537,177	457,673.00
FINES	FINES-FORFEITS-PENALTIES	829,351	810,000	633,442	176,558.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,926,168	2,076,100	1,568,274	507,826.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,513,623	1,464,233	652,129	812,104.00
MISC REV	MISCELLANEOUS REVENUE	876,464	627,372	508,976	118,396.00
OTH FIN	OTHER FINANCING SOURCES	8,548	1,083,167	80,000	1,003,167.00
TOTAL ESTIMATED REVENUES		31,634,587	32,686,051	27,492,316	5,193,735.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,160,238	4,209,141	3,009,198	1,199,943.00
PS	PUBLIC SAFETY	19,740,160	21,614,649	13,114,500	8,500,149.00
PW	PUBLIC WORKS	4,184,447	4,328,591	2,958,440	1,370,151.00
HHS	HEALTH AND HUMAN SERVICES	847,137	808,237	786,403	21,834.00
CRE	CULTURE, REC AND EDUCATION	1,336,805	1,471,105	871,901	599,204.00
PD	PLANNING AND DEVELOPMENT	175,653	239,328	129,854	109,474.00
OTHER	OTHER FINANCING SOURCES (USES)	767,077	15,000	15,000	
TOTAL APPROPRIATIONS		31,211,517	32,686,051	20,885,296	11,800,755.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		423,070		6,607,020	6,607,020.00
BEGINNING FUND BALANCE		10,250,851	10,673,928	10,673,928	
ENDING FUND BALANCE		10,673,921	10,673,928	17,280,948	