



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

BOARD OF PUBLIC WORKS MEETING Agenda

Tuesday, October 28, 2025 - 6:30 PM

1. Call to order
2. Roll Call
3. Approval of the September 23, 2025 meeting minutes
4. Citizen Commentary
5. Adopt an ordinance establishing the 2026 Service Charges for the Collection of Garbage, Refuse, Yard Waste and Recycling Services.
6. Discussion and decision to renew an agreement with Johns Disposal Service for Refuse, Recycling, and Yard Waste Disposal.
7. Superintendent of Public Works report
8. Engineering Report
9. Other topics for future agendas
10. Adjournment

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.

MINUTES OF THE BOARD OF PUBLIC WORKS MEETING HELD AT THE GREENFIELD CITY HALL
ON TUESDAY, SEPTEMBER 23, 2025

1. Call to order
The meeting was called to order by Bruce Bailey at 6:30pm.
2. Roll Call
Present: Alderperson Bruce Bailey, Alderperson Andrew Drzewiecki, Alderperson Pam Akers
Citizen Members: Denise Collins, John Graber
Also present: Jeff Katz, Director, Neighborhood Services; Randy Esch, Superintendent of Public Works; Bryan Haas, City Engineer; Craig Skala, Project Manager.
3. Approval of the July 22, 2025 meeting minutes
Motion by Alderperson Pam Akers, seconded by John Graber to approve the July 22, 2025, meeting minutes. Motion carried unanimously except for Denise Collins, who abstained.
4. Citizen Commentary
Alderperson Bailey will hold Citizen Commentary until they address Item 6 on the agenda.
5. Approve the 2026 Special Assessment Rate Schedule.
Mr. Katz said 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. Motion by Denise Collins, seconded by Alderperson Andrew Drzewiecki to approve the 2026 Special Assessment Rate Schedule of 2.7%. Motion carried unanimously.
6. Discussion and decision to close Holmes Avenue between 27th and 28th Streets.
Mr. Katz said in 2025 and 2026, streets in the area of Holmes and Vogel Avenues 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 the inconvenience of using Edgerton Avenue to access 27th Street, and a 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.

The following people spoke in favor of the closure:

Alex Meilus, 5000 S. 30th St
Kevin Czerwinski, 3210 W. Vogel Ave
Bob Rick, 4933 S. 28th St
Teresa Dickert, 3230 W. Edgerton Ave
Jerry Thunes, 3215 W. Holmes Ave
Autumn Walker, 3210 W. Holmes Ave
Bruce Dobrinska, 4931 S. 31st St
Deanna Gimler, 3116 W. Vogel Ave
Pam Caldwell, 5045 S. 34th St
Cayla Wolf, 4933 S. 28th St
Paul Lenhart, 4930 S. 30th St
Troy Waldron, 4966 S. 28th St

Residents in favor of the closure mentioned the increase of traffic on Holmes Ave because of construction and speeding. They recommended a sidewalk on one side of the road that leads to the school, temporarily blocking the road to see how it goes before permanently closing the road. They suggested adding a blinking stop sign or "No Thru Traffic" signs.

The following people spoke against the closure:

Ken Clapp, 2825 W. Vogel Ave
Kristy and Mark Gray, 3344 W. Edgerton Ave
Rhoda Giddens, 3124 W. Edgerton Ave
Mark Plautz, 2805 W. Holmes Ave
Nick and April Sanicola, 4902 S. 28th St
Sue Steger, 5015 S. 31st St
Joseph Dietz, 5025 S. 28th St
Donna Derse, 4929 S. 34th

Residents against the closure use the entrance and exit every day to go to/from work, suggested a pedestrian walkway, suggested speed bumps or more signage, and concerned closing the road will cause more cars to use Edgerton Avenue and other side streets.

Motion by Alderperson Pam Akers, seconded by Denise Collins to 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. Motion carried unanimously.

7. Discussion regarding sanitary sewer improvements on 68th Street from Layton Avenue to the bridge over I-894.

Mr. Katz said there is a section of the city's sanitary sewer system that flows under the freeway at 68th Street. This is a special type of sewer called a siphon. Sewage

flows through a pipe from the south, downward and under the freeway, then back upward under pressure on the north side. The sewer pipe is always full, so there is no easy way to inspect the condition of this sewer. Constructed in 1965, this 60-year-old sewer could fail without warning. A significant number of homes, apartments, and businesses would be severely affected. Because the sewer runs under the freeway, replacing it would be difficult. Closing the freeway to install a new sewer is not an option. Alternate construction methods such as directional boring would be expensive. As an alternative, the city is planning to redirect the flow on 68th Street to the east, eliminating the need for the siphon sewer under the freeway. Mr. Katz said redirecting the sewage with new piping design that he illustrated, will solve this issue, and then the City can close the siphon. This is for information only and will be on a future Board of Public Works agenda for construction.

8. Adopt a resolution declaring a public emergency and authorizing the expedited emergency repair of impacted public infrastructure.

Mr. Katz said beginning on August 9, 2025 and continuing into August 10, 2025, Southeastern Wisconsin, including the City of Greenfield, experienced torrential rainfall and unprecedented flash-flooding. As a result of these torrential rainfall events, the City experienced damage to public infrastructure at several locations. Were the City required to put the repair of such infrastructure out to public bid, the necessary repair work may not be able to be completed before winter sets in, threatening public health and welfare due to future flooding risks. Wis. Stat. 62.15(1b) allows the City's Board of Public Works to declare a public emergency to exist, allowing for the expedited repair and reconstruction of public facilities. Motion by Alderperson Pam Akers, seconded by Alderperson Andrew Drzewiecki to approve The City of Greenfield Board of Public Works, pursuant to Wis. Stat. 62.15(1b) does hereby declare a public emergency to exist and authorizes the expedited emergency repair of impacted public infrastructure. Motion carried unanimously.

9. Discussion and decision to approve a quote for project #2515 S. 94th Street Storm Repair with Payne & Dolan in the amount of \$ 39,979.50.

Mr. Katz stated quotes were received for project #2515 S. 94th Street Storm Repair and this project will be funded by the Storm Water fund with possible reimbursement by FEMA.

The quotes are as follows:

1. Payne & Dolan Inc. \$ 39,979.50
2. Poblocki Paving \$ 42,575.00
3. Vinton Construction Company \$ 49,258.00
4. LaLonde Contractors, Inc. \$ 107,950.00

Motion by Alderperson Pam Akers, seconded by Denise Collins to approve a quote for project #2515 S. 94th Street Storm Repair with Payne & Dolan in the amount of \$39,979.50.

10. Discussion and decision to approve a quote for project #2516 W. Meadow Drive

Storm Repair with Poblocki Paving in the amount of \$ 20,735.00.

Mr. Katz said quotes were received for project #2516 W. Meadow Drive Storm Repair and this project will be funded by the Storm Water fund with possible reimbursement by FEMA.

The quotes are as follows:

1. Poblocki Paving \$ 20,735.00
2. Payne & Dolan Inc. \$ 34,327.50
3. Vinton Construction Company \$ 42,782.30
4. LaLonde Contractors, Inc. \$ 54,550.00

Motion by Alderperson Pam Akers, seconded by Denise Collins to approve a quote for project #2516 W. Meadow Drive Storm Repair with Poblocki Paving in the amount of \$20,735.00. Motion carried unanimously.

11. Discussion and decision to approve a quote for project #2517 Wildcat Creek-Aldi Retaining Wall Storm Repair with Bluemel's Maintenance Service in the amount of \$ 27,400.00.

Mr. Katz said quotes were received for project #2517 Wildcat Creek-Aldi Retaining Wall Storm Repair and this project will be funded by the Storm Water fund with possible reimbursement by FEMA.

The quotes are as follows:

1. Bluemel's Maintenance Service, Inc. \$ 27,400.00
2. Poblocki Paving \$ 57,690.00
3. Forward Contractors \$ 60,100.00

Motion by John Graber, seconded by Alderperson Andrew Drzewiecki to approve a quote for project #2517 Wildcat Creek-Aldi Retaining Wall Storm Repair with Bluemel's Maintenance Service in the amount of \$ 27,400.00. Motion carried unanimously.

12. Superintendent of Public Works report

Mr. Esch said they continue training staff with CVMIC, bucket and crane training. In August, one of our DPW snowplow drivers placed 16 out of 100 in the APWA Snowplow Rodeo competition. Public Works and Johns Disposal partnered to dispose of 602 tons of flood-damaged items from August 12th to August 30th. There are approximately 69 sites that need storm sewer repairs from the August 9th severe storms. Public Works continue to do off-season tree work, sewer cleaning, streetlights and grass cutting. Mr. Esch said they installed 7 lights at The Turf and lights at 34th and Holmes. The staff is preparing for the Greenfield EXPO that will take place on September 25th. There were 904 Diggers Hotline tickets and 418 service requests since the last Board of Public Works meeting.

13. Engineering Report

Mr. Haas provided an update on Greenfield construction projects this year.

1. 43rd St between Cold Spring Rd and Howard Ave has re-opened with minor punch list work remaining. The traffic signal is being installed at the 43rd St and Cold Spring Rd intersection and is expected to be turned on within the next several weeks. Street lighting will not be installed until mid-November due to material lead times.
2. Cold Spring Rd Concrete Repair between 51st St and 68th St is complete.
3. Sanitary sewer cleaning of sewers in difficult locations or sewers that are large diameter has started and will be complete later this fall.
4. Upgrading street lights on 68th St from Edgerton Ave to Forest Home Ave with the labor being done by Public Works. This work is being partially funded by a grant and will be complete as time allows for our DPW to do the work.
5. Upgrading street lights on Grange Ave between 27th St and 48th St and on Edgerton Ave between Loomis Rd and 76th St. Due to long lead times for materials, the actual replacements will occur next spring. This work is being partially funded by a grant.
6. Replacing the flat roof on the Law Enforcement Center and part of the Library and replacing the skylights at City Hall. Work is expected to begin soon.
7. Dredging and reshaping of the stormwater pond at Pondview Park is beginning this week, with the pond work expected to be complete in late November or December. The path repaving around the pond will occur next spring. Pondview Park is closed during construction, and we ask that you please stay out of the park for everyone's safety.
8. The sanitary sewer extension between 92nd St and 99th St and Cold Spring Rd will begin in the next several weeks. Completion will be next spring.

Mr. Haas provided an update on other agency projects:

1. WisDOT I-894 resurfacing project between 84th St and Lincoln Ave including the Hale Interchange is on-going. This project involves some long-term ramp closures within the Hale Interchange as well as full freeway closures in one direction this fall.
2. Noise walls are being constructed on the south side of I-894 in 3 locations. Work is on-going and will continue into next spring.
3. WisDOT Forest Home Ave resurfacing project between 108th St and 45th St is on-going. The project is being done in phases with lane closures and be completed this

Minutes are not official until formally approved by the Board of Public Works at the next scheduled meeting.

year. WisDOT and the contractor are working with businesses regarding their concerns.

4. WisDOT 27th St resurfacing project between College Ave and Layton Ave is on-going and will be completed in October. Currently, one or two lanes are closed in each direction.

14. Other topics for future agendas

None

15. Adjournment

Motion by Alderperson Pamela Akers, seconded by John Graber to adjourn at 8:22PM. Motion carried unanimously.

Minutes transcribed by Stefanie Richter, Administrative Assistant, Engineering,
Distributed: 10/6/25



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 28, 2025

RELATING TO:

Adopt an ordinance establishing the 2026 Service Charges for the Collection of Garbage, Refuse, Yard Wastes and Recycling Services.

SUMMARY:

Per the proposed 2026-30 agreement with Johns Disposal, on January 1st of each year all rates shall be adjusted by the change in the Consumer Price Index for all urban consumers (CPI-U) from the previous August or 2.5%, whichever is greater, not to exceed 4%.

John's Disposal has proposed an increase of 3.0% as a starting point for the new contract for next year which is greater than the lower limit of 2.5%, but less than the upper limit of 4%. For reference, in 2025 the increase was 3.2%.

FINANCIAL:

<u>2025</u>	<u>2026</u>	
\$ 69.79	\$ 71.89	per annum per unit for recycling services
\$173.71	\$178.92	per annum per unit for garbage, refuse and yard waste services
\$243.50	\$250.81	Total

RECOMMENDATION:

Adopt an ordinance establishing the 2026 Service Charges for the Collection of Garbage, Refuse, Yard Wastes and Recycling Services.

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

ORDINANCE NO. #####

AN ORDINANCE AMENDING SECTION 12.12 OF THE HEALTH & SANITATION CODE
OF THE CITY OF GREENFIELD RELATING TO
RECYCLING, YARD WASTE, REFUSE AND SOLID WASTE

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

PART I. Section 12.12 is hereby amended as follows:

(27)(b) There is hereby levied and imposed a special charge for services rendered in the form of garbage, rubbish, yard wastes and recycling collection and disposal and other related programs as follows:

1. Individual Collection (non-dumpster)

\$ 71.89 per annum per unit for recycling services

\$178.92 per annum per unit for garbage, refuse and yard waste services

\$250.81 per annum per unit for total special charge

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 12:00 AM on January 1, 2026.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 4th day of November 2025.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Finance & Human Resources Committee Meeting

Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: October 28, 2025

RELATING TO:

Discussion and decision to renew an agreement with Johns Disposal Service for Refuse, Recycling, and Yard Waste Disposal.

SUMMARY:

The City of Greenfield currently has a contract with Johns Disposal Service to provide refuse, recycling, and yard waste disposal service. The existing 5 year contract expires at the end of 2025.

The City has been satisfied with the service provided, which for qualified residential properties includes curbside pickup of trash, recyclables, and yard waste; four special pickups per year of large items; and operation of the drop off center.

Johns Disposal has proposed extending their contract through 2030 with only minor changes.

There will be no changes to how the annual rate increase is calculated. The starting rate for 2026 will increase by 3.0% as compared to 2025.

The requirement for a performance bond has been eliminated.

FINANCIAL:

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

**CITY OF GREENFIELD, WISCONSIN
REFUSE, RECYCLING AND YARD WASTE DISPOSAL CONTRACT**

This agreement made and entered into this 4th day of November, 2025, by and between the City of Greenfield, a municipal corporation, hereinafter referred to as "City" and Johns Disposal Service, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City and Contractor have negotiated a contract for the collection and environmentally responsible disposal of garbage, refuse, trash, rubbish, recyclable materials, and yard waste for a five (5) year period beginning January 1, 2026 through December 31, 2030. Commencing on January 1, 2031 the contract may be renewable on the first day of each successive year upon the written consent of both parties, but not as a matter of any right or privilege.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is acknowledged, and in consideration of the payments to be made and herein set forth and the mutual covenants, promises, and general conditions (Exhibit "C") contained herein, the parties hereto agree as follows:

(a) The Contractor shall be required to collect and dispose of refuse, recyclables, and yard waste at residential properties and municipal buildings throughout the City per the guidelines provided in Exhibit "A".

(b) Contractor shall provide two attendants and equipment to operate the City's drop-off center located at 4551 S. 52nd Street. This center shall be made available to City residents who participate in the City's Solid Waste Disposal Program and be open for business between the hours of 7:30 a.m. to 3:30 p.m. on Saturdays and 2:00 p.m. to 7:00 p.m. on Tuesdays and Thursdays. The hours may be changed to better serve the residents if mutually agreed to by the City and the Contractor. The Center will be closed on federal holidays. The Contractor shall not charge drop-off customers a fee for this service. At a minimum, items to be collected at the drop-off center include refuse, recyclables, yard waste, oil, all types of residential and automotive batteries, residential household electronics (limited to 5 items per residence per month with an annual total limit of 20 items per residence), oil absorbent materials, antifreeze, tires, and all types of light bulbs used in residential environments.

(c) Yard waste will be collected in 17 bi-weekly pick-ups from the first full week in April through the fourth week in November. Christmas trees will be collected with refuse and need not be placed in containers.

(d) Contractor shall provide roll-off containers of not less than 30 cubic yards for disposal of the following:

(i) Refuse collected at the DPW yard.

- (ii) Wet/dewatered street sweepings and storm sewer debris collected at the DPW yard.

Total disposal capacity shall not exceed 3,120 cubic yards per year. Containers shall be replaced within 24 hours of request.

(e) Contractor shall provide normal refuse and recycling collection and disposal services for 8 City buildings using dumpster containers. Service at these 8 buildings will be part of the dumpster service unit count.

(f) Contractor shall dispose of all waste material and recycling in accordance with applicable federal and state law.

(g) Contractor shall collect the broadest range of recyclable materials per industry standards. City shall have no claim to the revenue generated by the Contractor from recycling operations.

(h) Beginning January 1, 2026 the City shall pay the Contractor the following schedule of rates for the different types of service:

Weekly Garbage Collection	\$ 108.70
Bi-Weekly Recyclables Collection	\$ 55.42
Four Special Pick-ups	\$ 13.50
Drop-off Center	\$ 19.19
Seasonal Yard Waste Collection	\$ 27.69
	Total \$224.50

Use of the DOC for units that are not included in the City's curbside program, fee's will be collected by the City:

One use pass	\$15.00
One year pass	\$45.00

The City guarantees at least 9,200 units receiving container collection/recycling service. The City will maintain a GIS-based inventory of units receiving service and share said inventory with Contractor. Invoices shall be based upon the unit inventory in effect on the 20th day of each calendar month.

On January 1st of each year of this agreement all rates contained herein shall be adjusted by the change in the Consumer Price Index for all urban consumers (CPI-U) from the previous August or 2.5%, whichever is greater, not to exceed 4%.

(i) The rates paid per this agreement shall further be adjusted on January 1 of each contract year to reflect any change to applicable State or Federal tipping and environmental repair fund fees, which are established on or before August 1 of the preceding calendar year. Contractor shall submit to City

facts and data which support any change to increase/decrease in tipping and environmental repair fund fees.

(j) Contractor shall collect general refuse and recycling weekly from no more than 60 heavy-duty covered containers placed in public right-of-way and on public property within the City. Containers to be provided by the City. Locations of these containers will be determined and changed from time-to-time by the City, and illustrated on the GIS databases.

(k) Contractor shall make up to four special pick-ups at each unit per year at no additional cost. Up to one of the proposed four annual collections may be used to dispose of one qualified household electronic.

(l) Contractor shall provide collection trucks as specified in Exhibit "B".

(m) Contractor shall provide each property unit with one 95-gallon refuse container (covered, wheeled, durable) and one 95-gallon recycle container (covered, wheeled, durable). Customers may request the substitution of a smaller container for the 95-gallon container. The name of the Contractor will be imprinted on each container. Contractor to replace one container per unit per year on an as-needed basis at Contractor's cost. All containers shall be replaced by the Contractor at least every ten years. The containers are the property of the Contractor.

(n) Contractor to provide a call center open at least Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Contractor shall provide at least one dedicated web page in support of the City's solid waste disposal program and Contractor's operation. Operational changes shall be posted to the website at least twice per day, as needed. Customers will be able to request special services from the dedicated web page. The City will be provided mobile phone contact information for a supervisor on call which is not intended for public distribution.

(o) Oil or fluid spills caused by Contractor vehicles which are not properly cleaned-up by the Contractor within 2 hours shall be cleaned up by the City at a charge to the Contractor of \$250 per incident.

(p) No solid waste shall be trucked through the City in open top trucks. No refuse shall be allowed to fall from or blow off of Contractor trucks.

City of Greenfield

By: _____

Michael J. Neitzke
Mayor Date _____

By: _____

Jennifer Goergen
City Clerk Date _____

By: _____

Paula Schafer
Finance Director Date _____

By: _____

Chris Geary
City Attorney Date _____
Approved as to form

Johns Disposal Service, Inc.

By: _____

Nate Austin
Municipal Account Manager

Date: _____

**EXHIBIT A
SERVICE GUIDELINES**

Type	Collection Frequency	Container Provided by Contractor	Comments
Residential Refuse	Weekly	95 Gallon or smaller	Single Stream. No Tires
Residential Recycling	Bi-Weekly	95 Gallon or Smaller	Single stream. No tires.
Yard Waste	Bi-Weekly	None	Grass clippings. Leaves, and garden debris. Brush and branches maximum diameter 8-inches and maximum length 4-feet. Maximum weight per bundle 80 pounds. Maximum 2 cubic yards.
Special Pick-Ups	On Demand	None	Four per year. Fee for additional.
Public Receptacles	Weekly	None	
DPW Yard Containers	On Demand	Roll Off	Yard access is limited.
City Buildings Refuse	Weekly	Dumpsters	Dumpsters removed from and returned to enclosures.
City Buildings Recycle	Bi-Weekly	Dumpsters	Dumpsters removed from and returned to enclosures.

**EXHIBIT B
TRUCK SPECIFICATIONS**

REFUSE &
RECYCLING

New, 3 or 4 axle side loaded automated trucks.

YARD WASTE

2 or 3 axle rear or side loaded truck.

Two refuse and recycling trucks shall be dedicated to City of Greenfield service first. Trucks shall be kept clean with no body damage and no visible rust. Each side of trucks to offer at least a 12 sq. ft. frame for City message panels (provided by City and changed quarterly by Contractor). All reasonable efforts shall be made to distribute truck weight to minimize street pavement damage.

Truck selection subject to City approval, said approval not to be unreasonably withheld.

EXHIBIT C GENERAL CONDITIONS

The purpose of this contract is to provide weekly for the complete collection and disposal of all household garbage, bi-weekly for the complete collection and processing of all recyclable materials, and bi-weekly from Mid-April thru November for the complete collection and processing of yard waste. Materials to be collected will be placed in rolling containers provided by the Contractor and placed at the road or alley or placed in a dumpster by the residents of the City of Greenfield in the manner herein described.

I. DEFINITIONS

CITY – The contracting party acting through its authorized representatives in accordance with specific duties delegated to such representatives.

CONTRACTOR – The person, persons, firm or corporation to whom the contract is assigned and who is subject to the terms of said contract. Also, the agents, employees, workers, and assignees of said Contractor.

GARBAGE – All household garbage, refuse, trash, and rubbish. Also, all appliances, furniture and other debris defined by the regulations included in this contract.

CONTAINER RATE – The rate established for garbage, rubbish, and yard waste collection for single family homes and all other units that do not dispose of such materials in a dumpster designated for use by more than one unit. This contract shall not apply to residential buildings with more than 4 units.

RECYCLABLE MATERIALS – Any glass, aluminum, plastic, tin, paper, and other materials mandated by law and collected for the purpose of recycling. Also mail and telephone books collected for the purpose of recycling.

YARD WASTE – Grass clippings, garden debris, leaves, brush, and branches less than 8 inches in diameter.

UNIT – Any single place of residence or occupancy, whether it be in a single family home, a unit in a duplex, a condominium, a unit in an apartment complex, or a residential unit within a commercial development.

II. SPECIFICATIONS

A. TIME AND LOCATION OF PICKUP - All pickups shall be Monday through Saturday between the hours of 7:00 a.m. and 6:00 p.m. All pickups will be made at the driveway entrance within 2 feet of the

curb or edge of the pavement of streets and alleys. Pickups will be made on a regularly scheduled basis so that the same services are rendered on the same day of the week each time they occur.

Pick-up of dumpsters at City-owned buildings shall be near the building as well as convenient to the Contractor's equipment for loading. The size of the dumpster is to be decided by the Contractor and those units being serviced by it. The dumpsters may be of such size that each unit disposing of materials in it can dispose of at least 95 gallons of waste per week.

When a collection day falls on a federal holiday, said collection and the following collection for that week will be delayed for one day.

- B. POST COLLECTION – It is the responsibility of the Contractor to dispose of or process all materials collected. The Contractor will be responsible for meeting all County, State, and Federal regulations.
- C. MAP – The Contractor will provide a map indicating the schedule of pickup for garbage, yard waste, and recyclable materials prior to the beginning of this contract. Pickup for recyclables and yard waste (when applicable) will occur on the same day, though bi-weekly, as garbage pickup. This map must be approved by the City.
- D. COMPLAINTS – Complaints about pickup will be handled as follows: Complaints will be forwarded to the Contractor's office. It is expected that complaints which require action will be handled on the day they are received. The Contractor will be charged \$50.00 per unit for each complaint not handled within 24 hours.
- E. BASIS FOR PAYMENT – Payments shall be made on a basis of a per unit cost, the number of units to be determined by the number as of the 20th day of each calendar month.
 - 1. Residential Collection – All one, two, three, and four unit residential buildings in the City of Greenfield are included in this contract. Those units are charged the container rate for trash collection and recycling pickup.
 - 2. City-Owned Buildings - Payment for pickup at each City-owned building shall be included as a single unit. There are eight City-owned buildings included in this contract: City Hall, 7325 W. Forest Home Avenue, Greenfield Community Center, 7215 W. Cold Spring Road, Fire Station #1, 5330 W. Layton Avenue, Fire Station #2, 4333 S. 92nd Street, Law Enforcement Center, 5300 W. Layton Avenue, Konkell Park Pavilion, 5151 W. Layton Avenue, Greenfield Library,

5310 W. Layton Avenue, and Public Works Garage, 4551 S. 52nd Street.

3. Commercial Property - No garbage or recyclable collection will be provided to commercial properties, except single residences on commercial property will be picked up at single unit rates following residential rules.

II. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this section of the General Provision and such insurance has been approved by the City. Nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the Contractor has been approved.

Worker's Compensation Insurance. The Contractor shall take out and maintain during the life of this contract and before any work is commenced, Worker's Compensation Insurance for all employees employed in relation to the work being done for the City. In the case that work is subcontracted, the Contractor shall require the subcontractor similarly to take out and maintain during the life of the subcontract and before any work is commenced, Worker's Compensation Insurance for all employees employed in relation to the work being done for the City unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this contract is not protected under the Worker's Compensation statute, the Contractor shall provide Employer's Liability insurance for the protection of its employees not protected by the Workers' Compensation Statute.

Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life of this contract, such Public Liability and Property Damage Insurance as shall protect it and any subcontractor during the performance of work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from the negligence or willful misconduct in connection with operation under this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be as required by law. In absence of specific regulations, the amount of coverage shall be as follows:

Public Liability Insurance in an amount not less than \$2,000,000 for injuries including accidental death to any one person; and subject to the same limit for each person in an amount of not less than

\$2,000,000 on account of one accident and property damage in amounts of not less than \$250,000.

Automobile Insurance. The Contractor shall take out and maintain during the life of this contract, Automobile Public Liability Insurance, in amounts not less than \$250,000/\$500,000 and Property Liability Insurance in amounts not less than \$100,000 if any motor vehicles are engaged in operations within the terms of this contract on the site of the work to be performed, unless such coverage is included in the insurance specified in Public Liability and Property Damage Insurance.

IV. PROOF OF CARRYING INSURANCE.

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required with a reliable company or companies, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance companies and filed with the City naming the City as additional insured. The Contractor shall also submit the original insurance policies for inspection and approval of the City before work is commenced. Said insurance shall not thereafter be cancelled, permitted to expire, or be changed without notice of Ten (10) days in advance to the City. Each vehicle operated in the City shall contain a proof of insurance certificate.

V. PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by Municipal, State, and Federal regulations and laws, unless specifically provided otherwise in the Contractor Specifications. The Contractor shall give all notices, pay all fees, and comply with all Federal, State and Municipal laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality within those limits the work is performed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

VI. SUBCONTRACTS

The Contractor shall notify the City in writing of the names of all subcontractors.

The Contractor agrees to be fully responsible to the City for the negligent acts or omissions of its subcontractors and of anyone employed directly or indirectly by it or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the Specifications as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

VII. ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal contract or any part thereof or the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligation incurred by it under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

Assignment for the purposes of this contract shall also mean sale of the Contractor’s business to others than its current principal owners and/or stockholders.

VIII. SUPERINTENDENCE

The Contractor shall give its own superintendence to the work or have available at all times, a competent leader, superintendent, or other representative satisfactory to the City and having authority to act for the Contractor.

Insofar as it is practicable and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay, instructions of the City in the prosecution of the work in conformity with the contract.

IX. USE OF JOB SITE

The Contractor shall confine its equipment, apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinances, permits or direction by the City and shall not encumber the premises with its materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

X. USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land within the City of Greenfield as a spoil site without written authorization of the owner of the land (or his or her agent) and approval by the City. A copy of the authorization shall be filed with the owner for his or her approval.

XI. USE OF CITY LAND

The City has a compactor site located at the Public Works Garage, 4551 S. 52nd Street, that is provided for the Contractor's use under this contract. Terms of the agreement granting the use of the site are such that the Contractor is responsible for the operation and maintenance of the site and the equipment on the site. Furthermore, the Contractor agrees to indemnify the City from any liability or responsibility for damage, claim, or injury that occurs on the site during the times which the Contractor is using the site. The Contractor shall be responsible for the proper disposal of materials deposited at the compactor site regardless of when they arrive. The site is open to Greenfield residents for 16 hours a week and used by the Contractor as a transfer station for recyclable materials during the week. No other City land is available for the Contractor's use.

Contractor shall provide City with regular service reports for compactor maintenance. Preventative compactor maintenance shall be completed quarterly.

XII. LABOR

The Contractor shall employ none but competent and skilled workers and leaders in the conduct of work on this contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its administrators or inspectors relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening or disorderly in his or her conduct, or uses foul and/or abusive language, and any such person shall not again be employed in this contract.

XIII. DAMAGE

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its negligent or willful misconduct in its operations in the performance of this contract, and the Contractor shall defend any suit that may be against itself or the City account of damage inflicted by its operations and shall pay any

judgment awarded to cover such damage. The Contractor will defend any claims, hold the City harmless from any liability and indemnify the City for any loss arising out of or occasioned by the Contractor's negligent or willful misconduct in its performance of this contract.

Claims for damage filed against the Contractor with the City shall be handled expeditiously by the Contractor. If Contractor fails to do so, the City maintains the right to withhold funds from the Contractor and pay claims if the City feels the claims are warranted and justified.

XIV. PAYMENTS

The Contractor may submit periodically, but not more than once each month, request for payment for work done. The Contractor shall furnish the City all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Quantities of refuse, recyclable, oil, antifreeze, and yard waste collection shall be provided quarterly, no later than 30 days following each quarter.

XV. DEDUCTION FOR UNCORRECTED WORK

If the City deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

- A. Failure of the Contractor to make the necessary collections.
- B. Failure of the Contractor to respond to complaints to the satisfaction of the Owner.
- C. Failure of the Contractor to follow-up on "missed" pickups.
- D. Failure of the Contractor to make pickups on the scheduled day.
- E. Litter or damage to City streets, or property, caused by the Contractor's operations.

XVI. TERMINATION OF CONTRACT

The Greenfield Common Council may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract. The action of the Common Council shall be conclusively presumed to be based upon facts supporting said action and shall be binding upon the parties hereto.

XVII. CITY'S RIGHT TO DO WORK

Contractor shall have sufficient equipment and employees available to continue regular pick-ups in case of breakdown of equipment, resignation of workers, or inclement weather. If the Contractor neglects to prosecute the work to be performed on this contract, the City, after three days written notice to the Contractor and its Surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

RULES FOR GARBAGE, YARD WASTE, AND RECYCLABLE MATERIAL COLLECTION

These rules pertain to the removal and processing of garbage, trash, refuse, rubbish, yard waste, recyclable materials from the residences, including multi-family, City-owned buildings, and church/school buildings in the City of Greenfield.

GARBAGE – Included in the weekly GARBAGE pickup are these items:

1. ALL HOUSEHOLD GARBAGE (food waste, packaging, etc.)
2. REMODELING DEBRIS (drywall, concrete chunks, wood, etc.).
3. According to City ordinance, YARD WASTE cannot be included with garbage. Tree trunks (larger than 8" in diameter) are not considered yard waste and will be accepted with your garbage provided weight and length limits are followed.

All of the above must conform to a maximum length of 4 feet and a maximum weight of 80 pounds.

4. ALL APPLIANCES (stoves, refrigerators, dishwashers, etc.)
5. ALL FURNITURE (chairs, couches, beds, mattresses, etc.)
6. SINKS, TOILETS, BATHTUBS, etc.

Garbage pickup is not intended for a large volume of material generated in abnormal situations such as major construction, demolition, house clearing, etc. Weekly residential refuse is limited to the capacity of one 95 gallon container. Other collection by special pick-up.

The garbage Contractor shall tag any garbage not picked up, indicating what rules were violated.

The garbage that will be collected is not limited to the above list.

YARD WASTE – Included in the bi-weekly YARD WASTE pickup that will occur from mid-April thru November are these items:

1. GRASS CLIPPINGS
2. LEAVES
3. GARDEN DEBRIS
4. BRUSH
5. BRANCHES (less than 6 inches in diameter)

Grass clippings, leaves, and garden debris must be containerized (see below). Brush and branches must be neatly stacked and conform to a maximum length of 4 feet. All yard waste must be containerized so as to conform to a maximum weight of 80 pounds.

Yard waste pick up is not intended for a large volume of material generated in abnormal situations such as site clearance or large tree removal. A reasonable amount of material (no more than 1 cubic yard) will be picked up from each residence provided it meets the weight, length, and container requirements and provided it was generated at that residence.

The Contractor shall tag any yard waste not picked up, indicating what rules were violated.

Yard waste placed in garbage cans of not less than 20 gallons and not more than 32 gallons shall be picked up. Paper bags and cardboard boxes may also be used as containers. Cardboard boxes will be emptied and left on premise. YARD WASTE PLACED IN PLASTIC BAGS WILL NOT BE PICKED UP. The yard waste that will be collected is limited by the above list, with the exception of Christmas trees. Christmas trees are NOT considered yard waste and will be collected with the rubbish/refuse/garbage.

RECYCLING – Included in the bi-weekly RECYCLING pickup for those properties charged a recycling fee are these items:

1. NEWSPAPERS, PHONE BOOKS, MAGAZINES, CATALOGS, MAIL, AND CORRUGATED CARDBOARD
2. PLASTICS #1 through #7, and others collected as industry standard (excluding food and automotive containers)
3. TIN, STEEL and ALUMINUM CANS
4. GLASS BOTTLES and GLASS FOOD CONTAINERS
5. ASEPTIC CONTAINERS—juice boxes and juice cartons.

Recycling pickup is not intended for a large volume of material generated in abnormal situations and limited to the capacity of the container provided by the contractor.

The Contractor shall tag any material not picked up, indicating what rules were violated.

The material list that will be collected for recycling is limited by the above list.

6. TIRES shall be taken by the resident to the Drop-Off Center adjacent to the Division of Public Works Building located at 4551 S. 52nd Street or taken to a commercial establishment which accepts tires for retreading, recycling or burning with energy recovery. The Drop-Off Center will accept up to four (4) tires, per household, per day of operation at no charge.