



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

BOARD OF PUBLIC WORKS MEETING Agenda

Tuesday, January 27, 2026 - 6:30 PM

1. Call to order
2. Roll Call
3. Approval of the October 28, 2025, meeting minutes.
4. Citizen Commentary
5. Discussion and decision regarding proposed closure of Holmes Avenue between 27th and 28th Streets.
6. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 2822 regarding a handicap parking zone in front of the property at 3636 South 34th Street.
7. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a stop sign on West Carpenter Avenue at the intersection with South 55th Street.
8. Discussion and decision to sign an agreement with Novo Solutions for Public Works operations software in the amount of \$17,345.
9. Superintendent of Public Works report
10. Engineering Report
11. Other topics for future agendas
12. 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, OCTOBER 28, 2025

1. Call to order

The meeting was called to order by Bruce Bailey at 6:32pm.

2. Roll Call

Present: Alderperson Bruce Bailey, 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

Excused: Alderperson Andrew Drzewiecki

3. Approval of the September 23, 2025 meeting minutes

Motion by Denise Collins, seconded by John Graber to approve the September 23, 2025, meeting minutes. Motion carried unanimously.

4. Citizen Commentary

None

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

Mr. Katz said 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%. The current rate for 2025 is \$243.50. The rate for 2026 would be \$250.81.

Motion by Denise Collins, seconded by John Graber to adopt an ordinance establishing the 2026 Service Charges for the Collection of Garbage, Refuse, Yard Waste and Recycling Services. Motion carried unanimously.

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

Mr., Katz said 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.

Aldersperson Akers asked about damaged totes. Mr. Nate Austin said the garbage totes can be replaced if they are severely damaged. The replacement totes are managed by Johns Disposal. There are two types of carts used in Greenfield, Toter Brand and Rehrig Pacific. The Toter brand has been used since Johns started garbage service in Greenfield 10 years ago. The Toter brand has a 12-year warranty. Over the last 5 years, Johns Disposal transitioned to using Rehrig Pacific because they are produced in Pleasant Prairie, WI. Mr. Austin talked about yard waste brush/bundles. He said each piece should be no longer than 4 ft in length with the cut side to the curb. Branches should be tied with twine and be less than 60 lbs per bundle.

Motion by Aldersperson Pam Akers, seconded by John Graber to renew an agreement with Johns Disposal Service for Refuse, Recycling and Yard Waste Disposal. Motion carried unanimously.

7. Superintendent of Public Works report

Mr. Esch said staff continues training that includes cut off saw training and bucket safety training through CIVMIC. DPW installed two culverts to improve water drainage, one on 37th and Bridge Street and one on 104th St. DPW continues to do storm cleanup. Leaf collection has started and will continue. Residents are encouraged to drop off leaves in the DPW bin or to mulch their leaves. The Public Works EXPO was very successful and had the largest attendance to date. DPW is prepping the trucks for winter. There were 550 Diggers Hotline tickets and 196 service requests since the last meeting. Aldersperson Bailey asked if Public Works makes any money on the EXPO. Mr. Esch said there is some profit, which is used towards safety and training programs for the staff. Mr. Katz also said it brings a lot of goodwill with all the surrounding communities.

8. Engineering Report

Update on Greenfield construction projects this year:

1. 43rd St between Cold Spring Rd and Howard Ave has re-opened. The traffic signal at the 43rd St and Cold Spring Rd intersection will be turned on this week. The new streetlights will be installed in the next 1–2 weeks.

2. Upgrading streetlights 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.

3. Replacing the flat roof on the Law Enforcement Center and part of the Library and replacing the skylights at City Hall.

4. Dredging and reshaping of the storm water pond at Pondview Park is underway. The work is expected to be completed 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 for everyone's safety.

5. The sanitary sewer extension between 92nd St and the intersection of 99th St and Cold Spring Rd has begun. Cold Spring Rd is currently closed at 99th St. It's expected to re-open in about a month, weather dependent. Work will continue through winter with completion expected next spring.

6. Storm repair from the August floods is ongoing with contractors.

Update on other agency projects:

1. The WisDOT I-894 resurfacing project between 84th St and Lincoln Ave, including the Hale Interchange is ongoing. There are currently some long-term ramp closures within the Hale Interchange.

2. Noise walls are being constructed on the south side of I-894 in 3 locations. Work is ongoing and will continue into next spring.

3. The WisDOT Forest Home Ave resurfacing project between 108th St and 45th St is ongoing. That work may extend into next year. The WisDOT and the contractor are working with businesses regarding their concerns.

4. The WisDOT 27th St resurfacing project between College Ave and Layton Ave is nearly complete with some final touch-up items being completed this week.

5. The WisDOT Mitchell Interchange resurfacing project is ongoing with nightly lane closures and is expected to be completed next year.

9. Other topics for future agendas

None

10. Adjournment

Motion by Denise Collins, seconded by Alderperson Pam Akers to adjourn at 7:05pm.
Motion carried unanimously.

Minutes transcribed by Stefanie Richter, Administrative Assistant, Engineering,
Distributed: 10/29/25



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 27, 2026

RELATING TO:

Discussion and decision regarding proposed closure of Holmes Avenue between 27th and 28th Streets.

SUMMARY:

The City of Greenfield Common Council voted to implement a temporary test closure of Holmes Avenue between 27th and 28th Streets. **The temporary test closure occurred Monday, October 20th through Friday, November 14th.**

After the street reopened, the city sent a survey to residents to gather public comments. A summary of the survey results is enclosed. 52% of respondents are against the closure, 44% are in support. The remaining 4% had no opinion. **90% of respondents stated that they use Holmes Avenue to access 27th Street either occasionally or frequently.**

The city also did a before and after traffic study to see how the closure affected vehicle volumes and speeds on Holmes between 28th street and 35th street. A summary of the traffic study results is enclosed. **Cut-through traffic was reduced significantly by 110 vehicles per day.**

But even after closure, many vehicles are exceeding the speed limit. That indicates that drivers that live in the neighborhood are contributing to the speeding problem. Issuing traffic tickets is not a viable long-term solution to slow traffic. Instead **adding speed tables is being considered as a way to slow traffic** on Holmes Avenue.

All 160 properties in this neighborhood have been notified that this item will be on the Board of Public Works Meeting agenda and had the opportunity to attend.

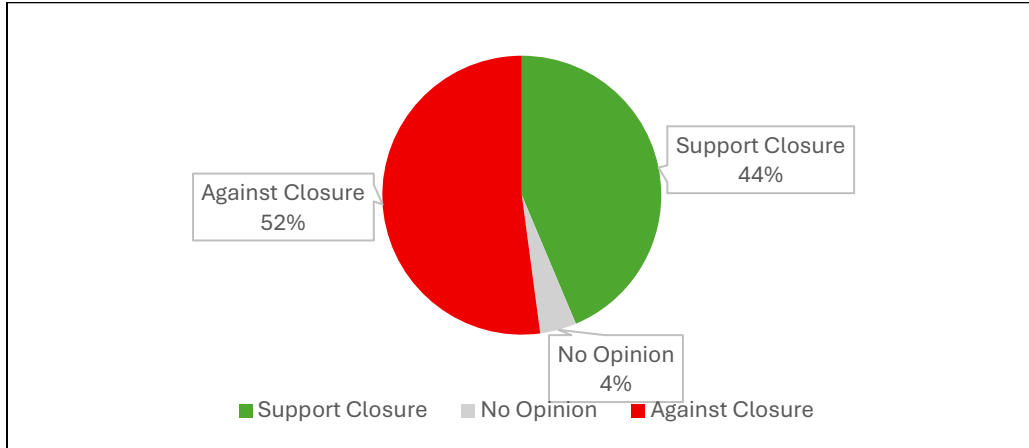
RECOMMENDATION:

Motion to either close, or leave open, Holmes Avenue between 27th and 28th Streets.

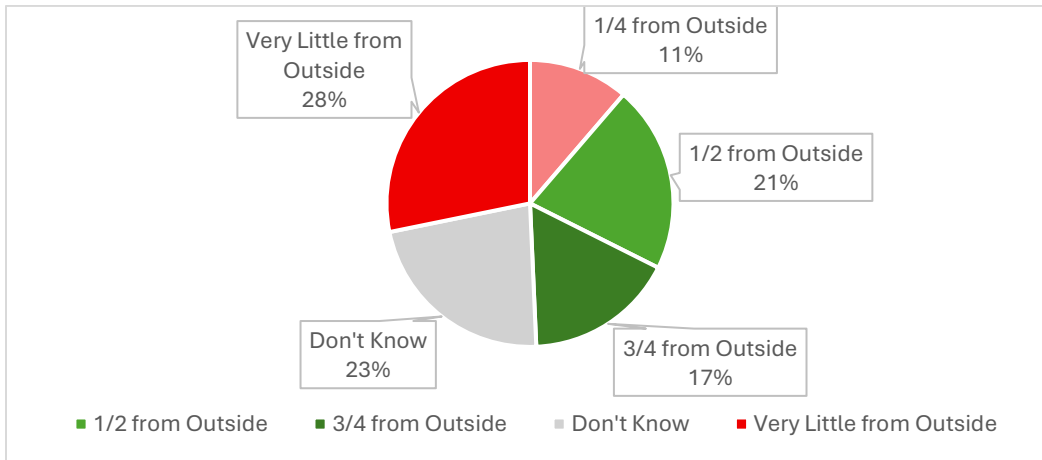
Motion could include adding two speed tables to Holmes Avenue to slow traffic.

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

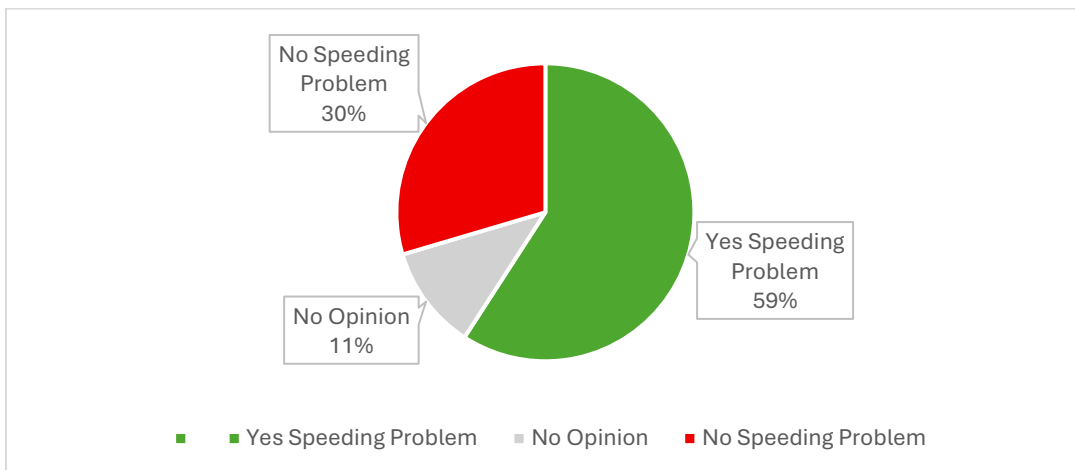
1. Do you support the permanent closure of Holmes Avenue between 27th Street and 28th Street to reduce unnecessary traffic and speeding by drivers from outside the neighborhood?



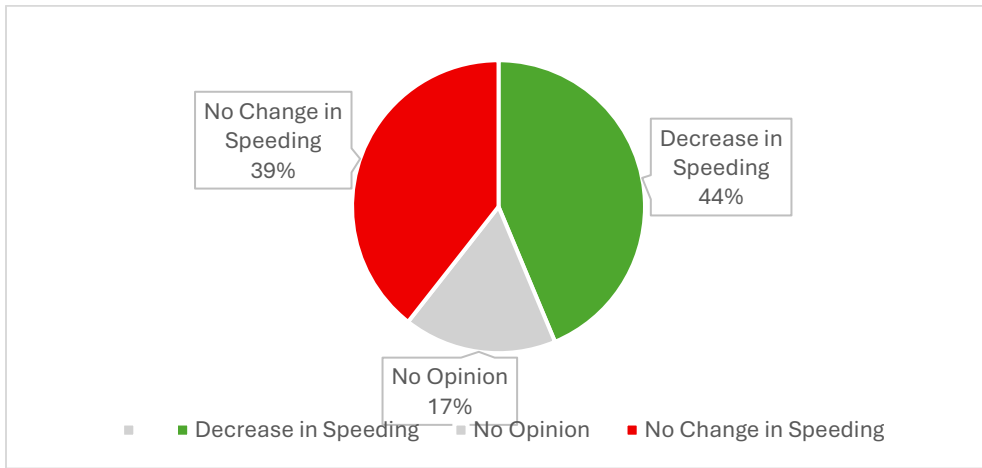
2. In your opinion, how much of the traffic using Holmes Avenue is from outside the neighborhood?



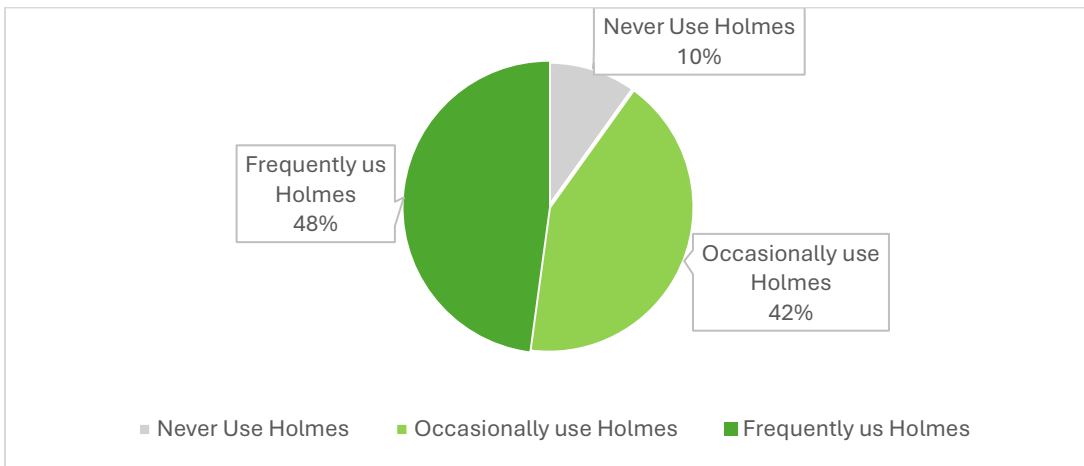
3. Do you believe that there is a speeding problem on Holmes Avenue?



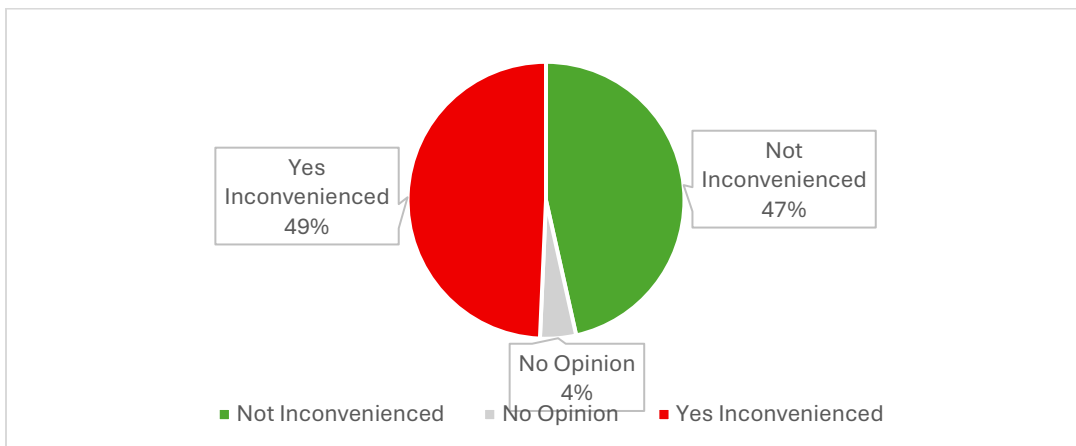
4. Did you notice any reduction in speeding on Holmes Avenue during the temporary test closure?



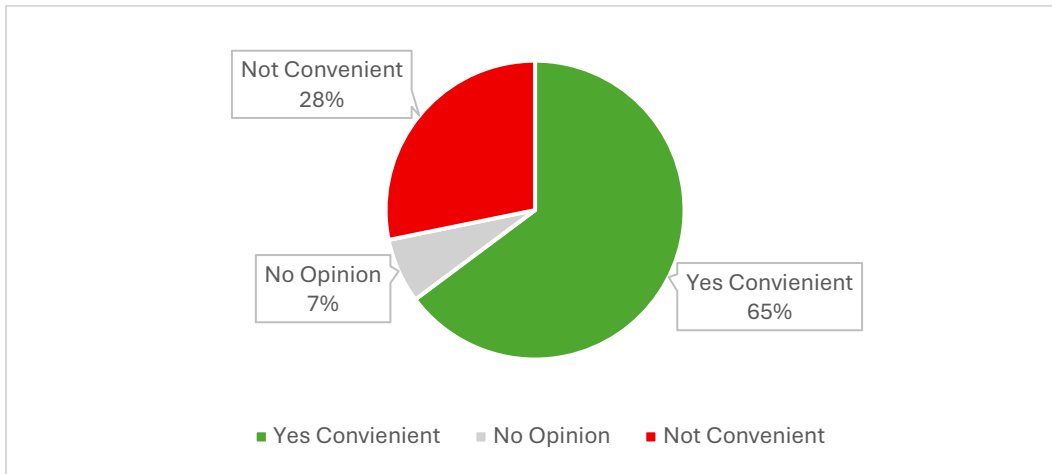
5. How often do you use Holmes Avenue to access 27th Street?



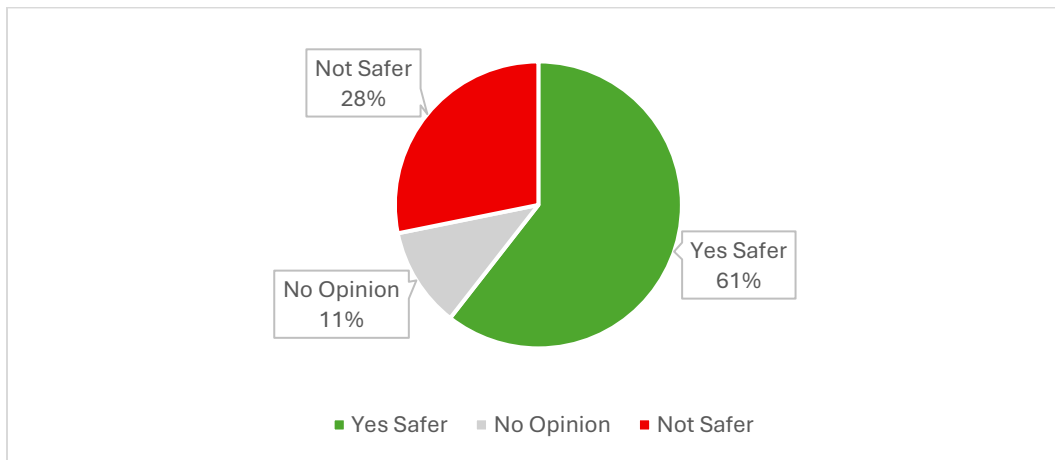
6. During the temporary test closure, were you inconvenienced because you could not access 27th Street from Holmes Avenue?



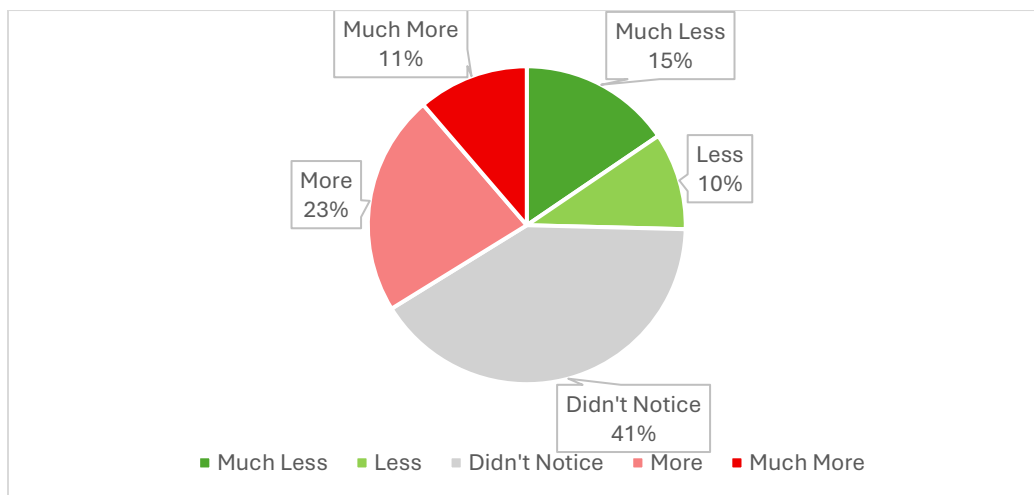
7. Is using Edgerton Avenue a reasonably convenient way to access 27th Street?



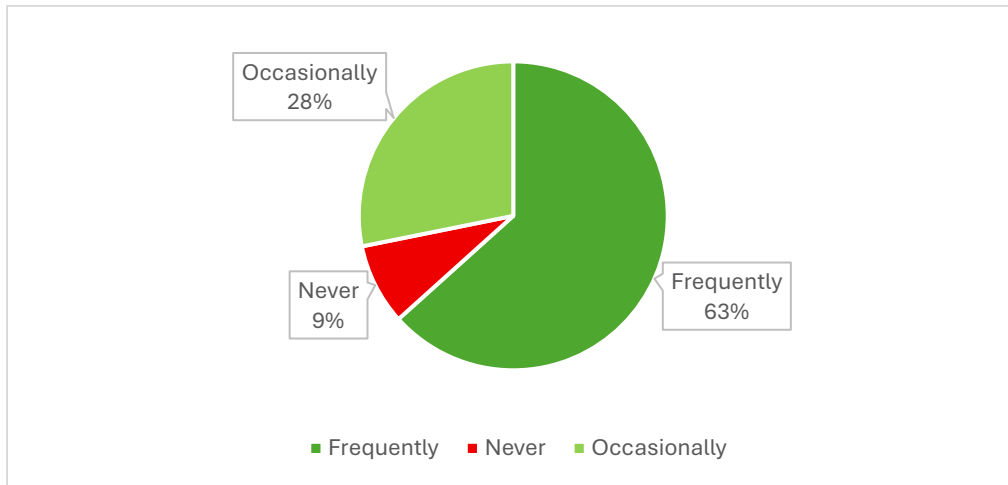
8. Is using Edgerton Avenue a safer way to turn left onto 27th Street than using Holmes Avenue?



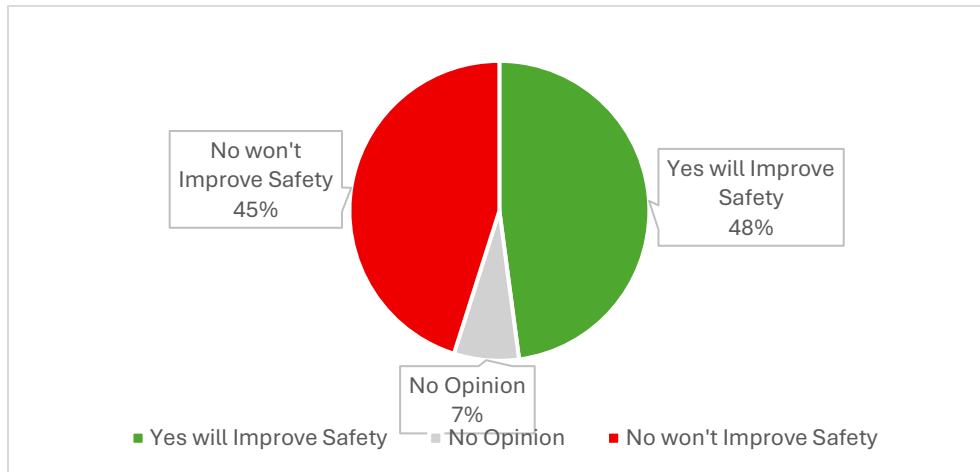
9. Did you notice a change in the amount of traffic on your street during the temporary test closure?



10. When weather permits, do you or family members walk or bicycle on neighborhood streets?



11. In your opinion, do you believe a permanent closure of Holmes Avenue will improve overall neighborhood safety by reducing non-resident traffic from 27th Street and related speeding?



Traffic Speed and Volume Study

Traffic Study Summary

Reduced Traffic: Traffic volume on Holmes Avenue was reduced 78% on the east end, 24% on the west end.

Eliminated Cut Throughs: Approximately 110 vehicles per day on Homes Avenue are cut through traffic.

No Change in Speeding: There was no significant change in speeding.

Posted Speed Limit: 25 mph

Majority of vehicles travel between 20 mph and 29 mph

Average Speed: 27 mph

85% of vehicles travel 36 mph or less (15% exceed 36 mph)

See reverse side for full traffic study.

| Spot Speed Study Summary - East Location - Holmes Avenue | | | | | | | | | |
|--|---------------|-----------|--------------|------------------|-------------------|--|-------------|-------|------------|
| Site | | Direction | Observations | 85th % Speed mph | Average Speed mph | Average Daily Traffic EB & WB Combined | 10 mph Pace | | |
| | | | | | | | Lower | Upper | Percentage |
| East 28th St | Before | EB | 948 | 26.9 | 23 | Before 959 | 15 | 24 | 76.16 |
| | | WB | 957 | 27.5 | 23 | | 15 | 24 | 72.83 |
| | After Closure | EB | 200 | 24.7 | 21 | After 210 | 15 | 24 | 79.50 |
| | | WB | 216 | 24.2 | 20 | | 15 | 24 | 80.56 |

| Spot Speed Study Summary - West Location - Holmes Avenue | | | | | | | | | |
|--|---------------|-----------|--------------|------------------|-------------------|--|-------------|-------|------------|
| Site | | Direction | Observations | 85th % Speed mph | Average Speed mph | Average Daily Traffic EB & WB Combined | 10 mph Pace | | |
| | | | | | | | Lower | Upper | Percentage |
| West 34th St | Before | EB | 512 | 32.9 | 27 | Before 463 | 20 | 29 | 66.60 |
| | | WB | 367 | 34.3 | 28 | | 20 | 29 | 64.03 |
| | After Closure | EB | 391 | 31.8 | 26 | After 350 | 20 | 29 | 67.52 |
| | | WB | 237 | 36.3 | 28 | | 20 | 29 | 51.90 |

Speeds Reduced 
Speeds Increased 
No Change 

85th Percentile Speed - The speed at or below which 85 percent of the drivers travel.

Pace - 10 mph range of speeds at which the majority of cars are traveling

| Volume Study Summary - East Location - Holmes Avenue | | | | | | |
|--|---------------|-----------|------------------------------------|--------------------------------|--|---------------------------------------|
| Site | | Direction | Average Daily Traffic by Direction | Percent Reduction by Direction | Average Daily Traffic EB & WB Combined | Reduction in traffic EB & WB Combined |
| East 28th St | Before | EB | 477 | | 959 | -749 veh/day |
| | | WB | 482 | | | |
| | After Closure | EB | 101 | -79% | 210 | -78% |
| | | WB | 109 | -77% | | |

| Volume Study Summary - West Location - Holmes Avenue | | | | | | |
|--|---------------|-----------|------------------------------------|--------------------------------|--|---------------------------------------|
| Site | | Direction | Average Daily Traffic by Direction | Percent Reduction by Direction | Average Daily Traffic EB & WB Combined | Reduction in traffic EB & WB Combined |
| West 34th St | Before | EB | 263 | | 463 | -113 veh/day |
| | | WB | 200 | | | |
| | After Closure | EB | 212 | -19% | 350 | -24% |
| | | WB | 138 | -31% | | |

Summary:

- 1.) Traffic volume on Holmes Avenue was reduced by 78% on the east end, and 24% on the west end.
- 2.) Approximately 110 vehicles per day on Homes Avenue are cut through traffic.
- 3.) There was no significant change in speeding.



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 27, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 2822 regarding a handicap parking zone in front of the property at 3636 South 34th Street.

SUMMARY:

Ordinance 2822 created a handicap parking zone in front of 3636 S 34th St in 2015. The new owner of the property contacted Greenfield to request that the handicap parking signs be removed.

FINANCIAL:

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 2822 regarding a handicap parking zone in front of the property at 3636 South 34th Street.

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 by repealing Ordinance 2822 which reads as follows:

A HANDICAP PARKING ZONE is hereby created in front of the property at 3636 South 34th Street, Tax Key No. 553-0164-001. This Handicap Parking Zone is reserved for the parking of handicap vehicles.

City staff is hereby directed to modify the City's official parking map accordingly, and remove 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 3rd day of February, 2026.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 27, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a stop sign on West Carpenter Avenue at the intersection with South 55th Street.

SUMMARY:

At the intersection of West Carpenter Avenue and South 55th Street all westbound traffic must stop before entering the intersection. This stop sign was already in place prior to a road project in 2024.

FINANCIAL:

None.

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a stop sign on West Carpenter Avenue at the intersection with South 55th Street.

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 W. Carpenter Avenue and S. 55th Street, all westbound traffic must 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 3rd day of February, 2026.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 27, 2026

RELATING TO:

Discussion and decision to sign an agreement with Novo Solutions for Public Works operations software in the amount of \$17,345.

SUMMARY:

Public Works current uses a software called PubWorks for creating and tracking work orders, employee time sheets, and fleet maintenance.

The software is being discontinued. After extensive research, we have settled on a new software that meets our needs.

The new software by Novo Solutions includes additional features modern features that the old software did not offer. For example, workers will be able to use the software from their phone.

RECOMMENDATION:

Motion to sign an agreement with Novo Solutions for Public Works operations software in the amount of \$17,345.

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



Proposal for City of Greenfield, WI

Proposal Number: 27582-121

Novo Solutions, Inc.
516 S. Independence Blvd., Suite 205
Virginia Beach, VA 23452

January 22, 2026

January 22, 2026

City of Greenfield, WI
Jeff Katz
7325 W Forest Home Avenue
Greenfield, WI 53220

Dear Jeff,

Thanks to you, Randy and Bryan for the time you invested with me to learn more about Novo Solutions. I'm very grateful. Based on our conversations, I'm convinced our NovoGov solution will be the ideal fit for you to transition to. As you've experienced in your evaluations, there is a wide spectrum of solutions in this marketplace, and much of the functionality is similar from solution to solution. We believe our strengths lie in the following value differentiators:

1. Pure (and Self-Empowered) Flexibility: Forms, Fields, Dropdown Values, List Views, Reports, Workflows and Dashboards can be tailored to meet your specific input/output needs. If desired, we will teach you how to add/edit/create any of the aforementioned, giving YOU the power to do so without needing to contact us (which you are always welcome to do.) This ensures a solution that will revolve around your operations vs. you needing to adapt to "fit" the system. You will also be able to track unlimited types and numbers of assets, as we do not charge per asset type.
2. Unique Combination of Ease-of-Use, Comprehensive Capabilities and Affordability: While some solutions are easy to use, and likely affordable, they lack the necessary comprehensive capabilities to meet the diverse needs of each department. Contrarily, other solutions are very comprehensive, but neither easy-to-use nor affordable for many. Our clients continually provide feedback that we uniquely "hit all three factors."
3. First Class Service: No complicated phone systems, AI Bots, outsourced support or multiple levels of support to navigate through. We make it simple and pleasant. When you have a question or need assistance, simply call or email, and either your dedicated Implementation Specialist or another member of our team will quickly assist you.

Regarding Data Conversion of your PubWorks data (primarily Fleet related), once we receive a copy of the database, we will assess the scope of the conversion, and this will be invoiced separately. This data conversion will not exceed \$2,500.

As a next step, I will contact you early next week to review this information and address any questions you may have. In the meantime, please feel welcome to contact me. Thank you again for everything. I'm truly hopeful that we can work together on this project.

Respectfully,

Jerry Ketoff
Novo Solutions
757.687.6590, Ext. 113
jketoff@novosolutions.com

Annual Fee

Total Annual Fee: \$13,145

| Item Description | Qty | Unit | Total |
|---|-------|-------|----------|
| API ACCESS (for Data Integration such as Fuel Master, ArcGIS Online.) - ANNUAL FEE | 1.00 | \$995 | \$995 |
| SKU: novo-sn-api | | | |
| NovoGov OPERATIONS MANAGEMENT - CORE - ANNUAL SUBSCRIPTION - NAMED USER - ANNUAL FEE | 15.00 | \$810 | \$12,150 |

Apps Included:

ORGANIZATION/VENDOR MANAGEMENT (Suppliers, Contractors, Agencies, ...)

CONTACT/EMPLOYEE MANAGEMENT (Employees, any contacts)

ASSET MANAGEMENT (Facilities, Fleet, Streets/Roads, Signs, Sidewalks, Water, Waste Water, Storm Water, IT, etc.. Includes Mapping/Geo Location of single point assets and map layers for linear assets. Unlimited number and types of Assets.

REQUEST/WORK ORDER MANAGEMENT (Citizen Requests, Work Orders, Code Enforcement Inspections, Insurance Claims, Accident Reports, etc.)

INVENTORY MANAGEMENT (Equipment Hours/Cost, Parts Cost tracking for Stocked Items stored in multiple locations and Non-Stocked Items (purchased as needed))

PREVENTATIVE/SCHEDULED MAINTENANCE (Time Based (i.e. weekly, monthly, every 3 months, annually, etc. AND Meter Based (i.e. Vehicle Odometer, Water Pump Gallons, etc.))

LABOR HOURS (Provides the ability to track labor hours on Work Orders AND add Labor Hours separately - i.e. for Training, Meetings, etc.)

PROJECTS (relate tasks, work orders, labor, equipment and materials to specific events or projects and easily report.)

MAIL CONNECT (Email In/Out) - ability to email into ShareNet to create a Request/Work Order, ability reply to emails from ShareNet to add notes

INCLUDES: Mobile application and GIS/Mapping

SKU: novo-sn-om-core-named-user



One-Time **Total One-Time: \$4,200**

| Item Description | Qty | Unit | Total |
|---|------|-------|-------|
| GIS LAYER INTEGRATION (ESRI SERVER or ArcGIS Online OR CONVERSION/IMPORT OF SHAPE FILES) - (PRICE PER LAYER) - ONE TIME SETUP FEE | 1.00 | \$450 | \$450 |

NOTE: As the city has numerous GIS layers and a competent GIS staff, we will bring one asset layer in, and train staff via Microsoft Teams to do the rest. This will save the city a significant amount of cost.

Assumptions:

- Each record in each layer has a unique value (i.e. FacilityId, etc.) and that this will remain consistent (i.e. Stormwater Pipe number swp10001 will always be swp10001).
- If integration, a dedicated ESRI Editor or View only user will be provided access GIS records.
- If using AcrGIS Online, the Feature Layer URL for the layer will need to be provided.
- If using ESRI Server versus ArcGIS Online, access will need to be made available for the ShareNet server to access the internal ESRI Web Service(s).

SKU: novo-ps-gis-1

| | | | |
|---|-------|-------|---------|
| REMOTE (NOT ONSITE) CONFIGURATION, IMPLEMENTATION, TRAINING - ONE TIME SETUP FEE (per hour) | 25.00 | \$150 | \$3,750 |
|---|-------|-------|---------|

STATEMENT OF WORK:

- Adding Users and Configuring Permissions
- Configuration of Request/Work Order Fields, Forms (up to 5 forms with up to 30 fields each), List Views, and Work Flows (up to 10)
- Configuration of Asset Fields, Forms (up to 5 forms with up to 30 fields each), List Views and Work Flows (up to 10)
- Configuration of up to 5 Custom Reports and 3 Dashboards
- Provide remote, webinar style training
- Importing (3) Spreadsheets

NOT INCLUDED (unless listed separately):

- Data Import or Data Migration is NOT included.

SKU: novo-ps-config-remote

| |
|--|
| 1st Year Total |
| Plus taxes if applicable \$17,345 |

Insurance Coverage

| Type | Coverage |
|---|---|
| Commercial General Liability | \$2,000,000 Per Occurrence \$4,000,000 Aggregate |
| Workers Compensation | \$1,000,000 Each Accident \$1,000,000 Policy Limit |
| Automobile Liability (Non-owned & Hired Autos) | \$2,000,000 Combined Single Limit |
| Umbrella Liability | \$2,000,000 Per Occurrence \$2,000,000 Aggregate |
| Errors & Omissions and Cyber & Privacy Security Liability | \$1,000,000 Per Occurrence \$2,000,000 Aggregate |

Novo Solutions Standard Service Level Agreement

Services To Be Provided

- Web, Email and Phone technical support (for up to 3 key contacts at customer's location)
- Software Updates (updated functionality to the modules purchased), 1+ per year

Hours Of Operation

- Support Hours: Monday - Friday 8:30am - 5:30pm EST (GMT-5) (USA) excluding national holidays
- In application Help and Tutorial Videos are available 24/7 for all users
- System outages can be reported 24/7 (after hours hotline from the number below).

Service Access

- Support Web Site: <https://support.novosharenet.com/>
- Phone: (757) 687-6590 (USA), 020 7669 4008 (United Kingdom)
- Email: support@novosolutions.com

Call Priorities And Response Times

| <u>Priority Level</u> | <u>Descriptions</u> | <u>Response Time</u> |
|-----------------------|---|--|
| Critical | The system is down or severely impaired. | Within 2 hours (Please follow up critical support requests with a phone call immediately after submitting the issue via the NovoTech Support Site) |
| Non-Critical | System is working fine, but there are questions about how to do something | Within 24 hours (during normal business hours) |

Note: Response Time refers to the length of time it may take to respond to an issue. Every effort is made to resolve issues as soon as possible. However, depending on the complexity of the issue, it may or may not be resolved during this timeframe.

Master Subscription Services Agreement

This Master Subscription Services Agreement is between Novo Solutions, Inc., a Virginia, USA Corporation (Novo), and the entity or individual agreeing to these terms (Customer). It is dated as of the date Novo signs below.

1. **Web-based Software as a service.** This agreement provides Customer access to a proprietary web and mobile based software service as specified in this proposal.

Novo will provide this functionality through a URL (to be provided by Novo) within a hosted server environment under the terms below (Service). This agreement contemplates one or more orders for the Services, which orders are governed by the terms of this agreement.

2. **USE OF SERVICES.**

- a. **Novo Responsibilities.** Novo must (i) use commercially reasonable efforts to make the Services available, and (ii) provide customer support for the Services under the terms of Novo Solutions Standard Service Level Agreement (referenced above), and is incorporated into this agreement for all purposes.
- b. **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data and all activity in its account in the Service, (ii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Novo promptly of any such unauthorized access, and (iii) may use the Services only in accordance with the online documentation within the Service and applicable law.
- c. **Restrictions:** Customer may not (i) sell, resell, rent or lease the Services, (ii) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Services, (iv) attempt to gain unauthorized access to the Services or their related systems or networks, or (v) share login user names.

3. **Payment Terms.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, VAT and other similar taxes that may be applicable. Subscription fee will not increase by more than 3% annually.

4. **SERVICE LEVEL AGREEMENT/WARRANTY and REMEDY.**

- a. **Services Availability Warranty.** Novo warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service with a minimum uptime of 99.5% (excluding scheduled outages, force majeure, and outages that result from any Customer technology issues), (ii) the functionality or features of the Services may change but will not materially decrease during a paid term, and (iii) that

the Standard Service Level Agreement may change but will not materially degrade during any paid term.

- b. **Limited Remedy and Disclaimer.** Customer's exclusive remedy and Novo's sole obligation for breach of the warranty in Section A above will be to provide a partial month credit in the amount of 3% of monthly fee for each hour of an outage below the minimum uptime; provided that Customer notifies Novo of such breach within 30 days of the end of that month. NOVO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Novo's Confidential Information includes without limitation the Services, and Licensed Software and Documentation, and each of their parts and pricing (including without limitation the Service user interface design and layout), and Customer's Confidential Information includes without limitation the Customer Data.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information.
- d. **Disclosure Required by Law.** The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
- e. **Survival.** Mutual Confidentiality will remain in effect for 5 years after termination of this agreement.

6. Proprietary Rights.

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- a. **Reservation of Rights by Novo.** The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by Novo as part of the Services are the proprietary property of Novo and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Novo. Novo reserves all rights unless expressly granted in this agreement.
 - b. **Customer Restrictions.** Customer may not:
 - i. Reverse engineer the Services and Documentation;
 - ii. Remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software and Documentation; or
 - iii. Access the Service or Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
 - c. **Customer Owned Data.** All data uploaded by Customer remains the sole property of Customer, as between Novo and Customer (Customer Data), subject to the other terms of this agreement. During the term of this agreement, Customer may export data using the built-in export functions in the Service. Bulk exports of all data and uploaded files are available for a \$300 fee.
 - d. **Licensed Software and Documentation.** All software provided by Novo as part of the Service, and the Services documentation, sample data, marketing materials, training material and other material provided through the Services or by Novo (Licensed Software and Documentation) are licensed to Customer as follows: Novo grants Customer a non-exclusive, license during the Term, to such Licensed Software and Documentation, for use solely with the Services.
 - e. **API Access.** If available in purchased edition, Novo grants Customer a non-exclusive terminable license to interact with the Novo application-programming interface (API) only in conjunction with its use of the Service. Customer may not reverse engineer the API, or excessively use or access the API. The API is provided on an AS IS and AS AVAILABLE basis. Novo may change the API from time to time as part of a scheduled update. Novo is not liable for any cost, loss or damage sustained by Customer as a result of any change of the API.

7. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a. **Exclusion of Certain Damages.** NOVO IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICES).
- b. **Limitation of Liability.** EXCEPT FOR NOVO'S INDEMNITY OBLIGATIONS, AND FURTHER, EXCEPT FOR NOVO'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NOVO'S LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF

OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY THE CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8. TERM, TERMINATION, AND RETURN OF DATA.

- a. **Term.** This agreement continues for the duration specified on the order and auto-renews for the duration as specified in the original order, unless cancelled by either party upon 60 day notice prior to the renewal date (Term) OR upon non-payment of the subscription renewal by the customer.
- b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
 - i. **Actions upon Termination.**
 1. (w) Upon any termination as provided in 8(b) above by Customer, Novo must refund any prepaid and unused fees covering the remainder of the Term.
 2. (x) Upon any termination as provided in 8(b) above by Novo, Customer must pay any unpaid fees covering the remainder of the Term. The Services will also be terminated.
- c. **Return of Customer Data.**
 - i. **Before termination,** Customer must export any data they wish to keep from the Service. Upon request Novo will supply the Core Data in bulk format for the fees specified in Section 6(c).
 - ii. **After termination,** Novo has no obligation to maintain the Customer Data and may destroy it.

9. Governing Law AND FORUM.

- a. **For Customers Located In the United States.** This agreement is governed by and interpreted in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. Any dispute arising out of or related to this agreement must be determined by a court of competent jurisdiction.
- b. **For Customers Located Outside of the United States.** This agreement is governed by the laws of the State of New York, without regard to conflict of laws principles. Any dispute arising out of or related to this agreement must be determined by binding arbitration in New York City, NY (in English) under the then current commercial or international rules (as applicable) of the American Arbitration Association.
- c. **No Restriction on Injunctions, and Attorney's Fees.** Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

10. Indemnity - By Novo For Infringement. If a third-party claims that Customer's use of the

Services (other than related to the Customer Data entered/uploaded by Customer or Customer's End Users/Residents) infringes that party's patent, copyright or other proprietary right, Novo will defend Customer against that claim at Novo's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Novo, provided that Customer:

- a. promptly notifies Novo in writing of the claim; and
- b. allows Novo to control, and cooperates with Novo in, the defense and any related settlement.

If such a claim is made, Novo could continue to enable Customer to use the Services or to modify it. If Novo determines that these alternatives are not reasonably available, Novo may terminate the Services (without any liability to Customer) upon notice to Customer and with the return of any prepaid and unused fees.

11. MISCELLANEOUS OTHER TERMS.

- a. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- b. **Entire Agreement and Changes.** This agreement constitutes the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other.
- e. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- f. **No Additional Terms.** Novo rejects additional or conflicting terms of any Customer form-purchasing document.
- g. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- h. **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- i. **CISG Not Apply.** The Convention on Contracts for the International Sale of Goods does not apply.

Signatures

City of Greenfield, WI

Novo Solutions, Inc.

By: _____
Michael J. Neitzke
Mayor Date _____

J. Richard Hunter CEO
Name (Printed) *Title*

By: _____
Jennifer Goergen
City Clerk Date _____

Signature *January 22, 2026*
Date

By: _____
Paula Schafer
Finance Director Date _____

516 S. Independence Blvd. Suite 205
Virginia Beach, VA 23452
Address

By: _____
Chris Geary
City Attorney Date _____
Approved as to form