



COMMON COUNCIL MEETING AGENDA

Tuesday, August 18, 2026 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the July 21, 2026 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Burger Lab and Shawarma Lab, a proposed limited-service restaurant, to be located at 4736 S. 76th St., submitted by Ali Almahd, d/b/a Almahd LLC (Tax Key No. 617-0084-000) (PC- 7/14/26 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Burger Lab and Shawarma Lab, a proposed limited-service restaurant, to be located at 4736 S. 76th St., submitted by Ali Almahd, d/b/a Almahd LLC (Tax Key No. 617-0084-000) (PC- 7/14/26 Kastner)
 - b. Approve a Site Review for Burger Lab and Shawarma Lab, a proposed limited-service restaurant, to be located at 4736 S. 76th St., submitted by Ali Almahd, d/b/a Almahd LLC (Tax Key No. 617-0084-000) (PC-7/14/26 Kastner)
- J. Old Business
 - 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. Two members to the Civil Service Commission for terms to expire 5/1/27 (formerly David Podeszwa and Paul Leu)
 - ii. Three members to the Civil Service Commission for a term to expire 5/1/29 (currently Robert Sherwood, David Shore, Veronica Wallace-Kraemer)
 - iii. One member to the Fire & Police Commission for a term to expire 5/1/31 (currently Dennis Clark)
- K. New Business
 - 1. Letter of resignation received from Amber Lococo, Public Library Board.
 - 2. Letter of resignation received from Dennis Clark, Fire & Police Commission.
 - 3. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:

- i. One member to the Public Library Board, for a term to expire 7/1/2029. (formerly Amber Lococo)
4. Claim received from Gregg & Kathy Parnau. (Goergen)
5. Claim received from WE Energies. (Goergen)
6. Discussion and possible adoption of a Resolution allowing settlement of the claim of We Energies relating to damage to their equipment on April 24, 2026. (Geary)
7. Discussion and possible adoption of a Resolution allowing settlement of the subrogation claim of American Family Insurance Company and the deductible claim and rental car claim of Sheba Lopez regarding alleged damages to a parked vehicle on April 7, 2026. (Geary)
8. Approve applications for 2026-2027 operator licenses (Goergen)
9. Discussion and decision to change City Hall hours to 8:00 a.m. to 4:30 p.m. (Mayor Neitzke)
10. Discussion and decision to approve an agreement between Pursuit Alert & the Police Department (Acting Police Chief Lindstrom)
11. Approve an Outdoor Special Event application for the Friends Fest event, to be located at 5614 W. Forest Home Ave., on August 28 and 29, 2026. Application includes the following combination of licenses/permits: Outdoor Special Event, Food, and Temporary Extension of Premises. (Vlach)
12. Approve an Outdoor Special Event application for the Adagio Sound Healing and Wellness Studio Grand Opening event, to be located at 5538 W. Forest Home Ave., on September 12, 2026. Application includes the following combination of licenses/permits: Outdoor Special Event. (Vlach)
13. Approve a Certified Survey Map to combine three residential parcels, located at 4735, 4757, and 4769 S. 35th St., submitted by Marv Berg, d/b/a Berg Development, represented by Nick Wollerman, d/b/a Trio Engineering (Tax Key Nos. 621-9996-001, 621-9996-002, and 621-9996-003) (PC - 8/11/26 Kastner)
14. Approve a Certified Survey Map to combine recently vacated Right-of-Way with two residential parcels, located at 3575 and 3601 S. 31st St., submitted by Michael and Lisa Zach and Francisco Martinez (Tax Key Nos. 553-0015-001 and 553-0184-000) (PC - 8/11/26 Kastner)
15. Approve a Landscaping Plan Review for the multi-tenant commercial property, located at 7800 W. Layton Ave., submitted by Tony DiGanci, d/b/a Bear Property Management, represented by Joshua Donaldson, d/b/a JSD Professional Services (Tax Key No. 605-9956-005) (PC- 8/11/26 Kastner)
16. Discussion and decision to approve fund transfers between capital improvement accounts. (Katz)
17. Discussion and decision to approve a Cost Sharing Memo of Understanding between the City Of Milwaukee and the Cities of Greenfield and West Allis in the amount of \$25,208.98. (Katz)
18. Discussion and decision to approve an agreement with Garland Company Inc. for project number 2610 Library East Roof in the amount of \$508,562. (Katz)
19. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking restriction on West Howard Avenue, east of West Loomis Road. (Katz)
20. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking restriction on West Loomis Road, north of West Howard Avenue. (BPW, Ald Bailey- 7/28/26)
21. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 0573 regarding stop signs at S. 45th St, and W. Ohio Ave. (BPW, Ald. Bailey - 7/28/26)

22. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Midland Avenue and South 46th Street. (BPW, Ald. Bailey - 7/28/26)
23. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Midland Avenue and South 47th Street. (BPW, Ald. Bailey - 7/28/26)
24. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Armour Avenue and South 69th Street. (BPW, Ald. Bailey - 7/28/26)
25. Discussion and decision to approve updated DPW City equipment bill rates. (BPW, Ald. Bailey - 7/28/26)
26. Discussion and decision related to continuing a PILOT (Payment in lieu of taxes) agreement with St Vincent de Paul Society of Wisconsin for their location at 4476 S 108th Street (Tax Key # 608-9995-013). (Schafer)
27. Approval of schedules of disbursements in the amount of \$10,038,515.64. (Schafer)
28. Approval of mileage reimbursements in the amount of \$249.34. (Schafer)
29. Accept investments and reinvestments for June 2026. (Schafer)
30. Accept June 2026 and July 2026 financial statements. (Schafer)
31. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2026-2027 operator license to the following:
 - a. Aurora Nuno Becerra
32. Common Council to remain in closed session pursuant to Wis. Stat. § 19.85 (e) for the purposes of deliberating over the investing of public funds in Loomis Crossing and entering into agreements relating to such investment. (Tomczyk)
33. Common Council to remain in closed session pursuant to Wis. Stat. § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; and (f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations; the Council will meet in closed session to discuss and consider actions regarding the investigation involving Chief of Police Jay Johnson and to discuss options for the City to proceed. (Mayor Neitzke)
34. Adjourn closed session and reconvene into open session.
35. Decision re: 2026-2027 Operator's License for Aurora Nuno Becerra (Goergen) (CC: 7/21/26)
36. To discuss and take actions regarding the investing of public funds in Loomis Crossing and entering into agreements relating to such investment. (Tomczyk)
37. To discuss and take actions regarding the investigation involving Chief of Police Jay Johnson and to discuss and take actions regarding any further proceedings involving Chief Johnson, including authorizing the processing of Charges before the Police and Fire Commission. (Mayor Neitzke)

L. Items for future agenda

M. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

RESOLUTION NO. _____

Special Use Permit for Burger Lab and Shawarma Lab, a proposed limited-service restaurant, to be located at 4736 S. 76th St., submitted by Ali Almahd, d/b/a Almahd LLC
(Tax Key No. 617-0084-000)

WHEREAS, Ali Almahd, d/b/a Almahd LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Burger Lab and Shawarma Lab, a proposed limited-service restaurant, located at 4736 S. 76th St.; and,

WHEREAS, after due notice, this item was reviewed by the Common Council on August 18, 2026, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, and,

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

1. The applicant, Ali Almahd, d/b/a Almahd LLC, resides at 8001 S. Sixth St. apartment #244, Oak Creek, WI 53154.
2. The property is owned by Blue Water Investment Properties, LLC, 231 E 105th Cir, Bloomington, MN 55420.
3. Burger Lab and Shawarma Lab will occupy approximately 4,200 sq. ft. tenant spaces in the multi-tenant commercial building located at 4736 S. 76 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 7 in Block 1 of Layton Heights, a recorded subdivision, and those parts of the vacated public street on the west, all being a part of the Northwest ¼ of Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin. Subject to and including easements.

Tax Key No. 617-0084-000

Said land being located at 4736 S. 76 St.

4. The applicant is proposing to establish a limited-service restaurant selling smashburgers, sandwiches, chicken wings, and build-your-own shawarma bowls, wraps, and salads within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits limited-service restaurants as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 76th St. commercial corridor. Properties to the north, south, and east are developed as commercial. Properties to the southeast are developed as residential.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Ali Almahd, d/b/a Almahd LLC, to establish Burger Lab and Shawarma Lab, a proposed limited-service restaurant, located at 4736 S. 76th St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on July 14, 2026, and by the Common Council on August 18, 2026. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Burger Lab and Shawarma Lab are 10:00am to 11:00pm, daily.
4. Off-Street Parking. Burger Lab and Shawarma Lab will require fifteen (63) parking stalls. A total of 80 off-street parking stalls are required for the entire multi-tenant building. The property will provide 24 off-street parking stalls. Common Council may waive the shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty (20) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from by a four-sided board-on-board refuse enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:
 - A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Ali Almahd, d/b/a Almahd LLC

Provided to applicant on the
_____ day of _____, 2026.

Gina Vlach, City Planner

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2026.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION ALLOWING SETTLEMENT OF THE CLAIM OF WE ENERGIES
RELATING TO DAMAGE TO THEIR EQUIPMENT ON APRIL 24, 2026

WHEREAS, WE Energies submitted a claim on behalf of itself to the City of Greenfield by mail on or about July 23, 2026; and,

WHEREAS, the claimants alleged that, on or about April 24 2026, the claimant incurred damage to its equipment located in the immediate vicinity of Konkel Park, caused by a City employee mowing the grass around the equipment. The claimant sustained damage in the amount of \$752.93,

WHEREAS, the City's Attorney's Office has reviewed the facts and circumstances relating to the claim and recommends to the Common Council that, without admitting any negligence, the Common Council allow a settlement of the claim, as set forth below.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claims of WE Energies, for \$752.92, relating to the damage to its equipment alleged to have occurred on or about April 24, 2026, are hereby allowed in a settlement amount, not to exceed **\$752.93**.

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

Approved:

Michael J. Neitzke, Mayor

Date Approved:

_____, 2026

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 _____, 2026.

Jennifer Goergen, City Clerk

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION ALLOWING SETTLEMENT OF THE SUBROGATION CLAIM OF
AMERICAN FAMILY INSURANCE COMPANY AND THE DEDUCTIBLE CLAIM AND
RENTAL CAR CLAIM OF SHEBA LOPEZ REGARDING ALLEGED DAMAGES TO A
PARKED VEHICLE ON APRIL 7, 2026

WHEREAS, American Family Insurance Company submitted a claim on behalf of itself and its insured, Sheba Lopez, to the City of Greenfield Police Department by electronic mail on or about June 11, 2026; and,

WHEREAS, the claimants alleged that, on or about April 7, 2026, the claimants incurred damages in the amount of \$1,669.85 (including a \$500 deductible and \$120 reimbursement for rental car fee paid by Ms. Lopez) due to a police officer damaging the parked vehicle owned by Ms. Lopez at the time of an arrest of a suspected shoplifter; and,

WHEREAS, the City's Attorney's Office has reviewed the facts and circumstances relating to the claim and recommends to the Common Council that, without admitting any negligence, the Common Council allow a settlement of the claim, as set forth below.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claims of American Family Insurance Company for \$1,049.85, and of Sheba Lopez for her \$500 deductible and \$120 car rental reimbursement, totaling \$620, relating to alleged loss occurring on April 7, 2026, are hereby allowed in a settlement amount, for both, not to exceed **\$1,669.85**.

BE IT FURTHER RESOLVED that the City Finance Director is hereby authorized and directed to pay the claim to the claimants upon receipt of a signed release of claims from the claimants.

Approved: _____

Michael J. Neitzke, Mayor

Date Approved: _____, 2026

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 _____, 2026.

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

08/14/2026

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Alex Martin Cruz	7710 W Eden PL	Milwaukee, WI 53220
Ashley Marie Kueker	4900 W Coldspring RD #16	Greenfield, WI 53220
Brittany Lynn Hogg	2930 S 32nd ST	Milwaukee, WI 53215
Creighton Nyles Tipton	1007 N 124th ST	Elm Grove, WI 53122
Haille Star Holliday	5940 S Phillips ST	Greenfield, WI 53221
Keegan Isabella Schell	3844 E Martin AVE	Cudahy, WI 53110
Layla M Isack	6627 Greenway	Greendale, WI 53129
Mauricio Alejandro Guerrero	1303 N Hawley RD	Milwaukee, WI 53208
Tessa Janette Kohler	1132 E Pleasant ST #2	Milwaukee, WI 53202
Tristan Scott Obst	13715 W Beloit RD	New Berlin, WI 53151

HARDWARE AND/OR SOFTWARE ORDER FORM

Customer: Greenfield Wisconsin Police Dept	Contact: Robert Austin
Address: 5300 W. Layton Ave	Phone: 414-761-5341
City/state Greenfield WI 53220	E-Mail: robert.austin@greenfieldwi.gov
Services: PursuitAlert DigitalSiren is a cloud-based mobile warning system to notify motorists and civilians of active pursuits and other adverse events by law enforcement within the local area. ("Service(s)"). <i>Note: A mobile app or other means of receiving alerts will be needed by motorists and civilians. The "Digital Siren" app is available free of charge from mobile app stores operated by third parties. There is a charge for, licensing, cloud storage, etc. for the agency which is specified and charged by PursuitAlert.</i> All current alerting partners are included	
Services Fees: \$299 per year, per vehicle, (14ea) payable annual in advance, subject to the terms of Section 4 herein. Comments: Billing period begins 14 days from agency receipt of hardware/software to allow for installation.	Initial Service Term: 2 year(s) which will automatically renew for additional one year periods unless either party provides the other party notice of its intent not to renew at least 30 days in advance.
Number of Vehicles Subscribing to the Service: 14 ("Vehicle Capacity") Additional vehicles may be added during the course of the term and such added vehicles will be billed on a pro-rata basis for the number of months remaining in the then current term of the Service.	
Telematics Units to be Purchased: 14 at \$189.00 per unit = Total Hardware Units Cost: \$2,646.00. CGG Contribution \$100 per unit 1 st year = Total Credit: \$1,400.00. MISC: Override buttons, 14ea-included with telematics units Installation Services: \$ N/A. Shipping and insurance will be actual cost. TOTAL 1st year Agreement Amount: \$5,432.00 (Due 15 days after receipt of the hardware units) Digital911 Software included for 6 months, thereafter if service is retained \$475.00 for remainder of term, renewable as described above. (Annual rate is a total of \$950.00, we will honor the \$475 for remainder of the initial 2yr term after 6 mos trial)	

PURSUITALERT SERVICES AGREEMENT

This Software Services Agreement ("Agreement") is entered into on this _____ day of _____, 20____ (the "Effective Date") between PursuitAlert, LLC ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

PursuitAlert, LLC

[Customer]:

By: _____

By: _____

Name: Tim Morgan

Name: _____

Title: CEO

Title: _____

Phone: 864-404-5136

Phone : (if different from above) _____

Email: Tim@pursuitalert.com

Email: _____

TERMS AND CONDITIONS

1. SOFTWARE SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. For the Services to function properly, the requirements set forth in Exhibit A must be met.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 UNLESS PURSUITALERT IS CONTRACTED TO INSTALL, CUSTOMER IS RESPONSIBLE FOR TIMELY INSTALLATION. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services, including the Civilian App (collectively, "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software, Hardware Units or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer and its employees, agents and contractors will use the Services, Software and Hardware Units solely for its intended purpose as a mobile warning system for active pursuits by law enforcement. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's or its employees', agents' or contractors' use of Services, Software or Hardware Units. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining the Hardware Units and any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, mobile devices and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Software, Hardware Units, or Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Vehicle Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional one year terms (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE AS INTENDED, BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY RELIANCE CUSTOMER PLACES ON THE SERVICES IS STRICTLY AT CUSTOMER'S OWN RISK AND COMPANY ASSUMES NO LIABILITY FOR ANY TYPE OF INJURY SUSTAINED BY CUSTOMER OR ANY THIRD PARTIES WHILE USING THE SERVICES, SOFTWARE OR HARDWARE UNITS.

6.2 Company warrants that each Hardware Unit shall conform to and perform in accordance with published technical specifications for the one-year period following delivery of the Hardware Unit. In the event of failure, Company will repair or replace the Hardware Unit at Company's sole discretion. Failures resulting from misapplication or misuse of the Hardware Unit, failure to adhere to any specifications or instructions, or failure resulting from neglect, abuse, accidents, or acts of nature are not covered under this warranty. Warranty service may be obtained by delivering the Hardware Unit to Company (or a third party designated by Company) and providing proof of purchase. Customer agrees to insure the Hardware Unit or assume the risk of loss or damage in transit, to prepay shipping charges to Company (or a third party designated by Company), and to use the original shipping container or equivalent. Warranty is valid only for original purchaser and is not transferable. Hardware Units returned due to damage or misuse and Hardware Units retested with no problem found are subject to repair/retest charges. A purchase order or credit card number and authorization must be provided in order to obtain an RMA (Return Merchandise Authorization) number prior to returning any Hardware Unit.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of South Carolina without regard to its conflict of law provisions.

EXHIBIT A

Requirements

The following are the requirements for the Customer and its participating officers for the Services to operate properly:

- Enrollment into Services online administrative management portal
- If applicable, Hardware Unit installed in vehicle with antenna installed with "clear air" view, in an area with data connectivity OR vehicles must be equipped with approved modem or telematics.
- During emergency states or if pursuit is enabled, pursuit or emergency, or other appropriate switch or lights/siren combination is activated.
- For Digital911, from the DigitalSiren 911 Portal, the operator should select the desired alert, click the desired location to drop a pin, adjust the alert radius, if desired, then confirm "initialization". The alert duration can be increased or terminated.

In addition to the above, the following are the requirements for the proper operation of the Services with the Civilian App:

- Most recent Android or IOS software update on the mobile device on which the Civilian App has been loaded OR use one of our third party alerting partners
- GPS and location tracking capability enabled on the mobile device on which the Civilian App has been loaded
- Wireless or data plan (access to internet) enabled on the mobile device with full continuous access to internet on which the Civilian App has been loaded
- Most recent, updated version of Civilian App downloaded onto on the mobile device
- Local law enforcement agency for the motorist local area must be subscribed to the Services
- User acknowledges that application may delay or not receive notifications during battery saving modes
- User acknowledges that application may delay or not receive notifications without background application refreshing
- User acknowledges "user disclaimer" which states that the Pursuit Alert platform is not responsible for any injury, damages, or harm that comes to users. PursuitAlert is merely an analytic tool for law enforcement agencies to gather high speed pursuit data and to notify civilians within range of any active high speed pursuits or Emergency Vehicle Response as long as the above conditions are met.
- The user also acknowledges that because Pursuit Alert must use third party systems and conditions that are out of Pursuit Alert's control such as Apple IOS, Google Cloud Messaging, etc. pursuit notifications may not come in during some active pursuits.

THE USE OF PURSUITALERT TECHNOLOGY DOES NOT RELEIVE USERS FROM EXERCISING DUE CARE AND REASONALBE CAUTION AT ALL TIMES WHILE OPERATING A MOTOR VEHICLE.

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone (864-404-5136) and electronic mail on weekdays during the hours of 8:00 am through 5:00 pm Eastern time, with the exclusion of holidays as observed by the Company ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours any time by emailing [support@pursuitalert.com].or calling 864-404-5136



Committee: F&HR

Item Number:

Introduced By: Acting Chief Lindstrom

Date Introduced: 8/12/2026

RELATING TO: Discussion and decision to approve agreement between Pursuit Alert & the police department.

SUMMARY:

The police department would like to bring a new technology forward, which I presented to you through email a couple months ago. This technology would alert motorists that a police vehicle is approaching with it's lights and sirens on to give better warning and hopefully reducing the chances of squads colliding with other vehicles.

When the police department is in pursuit of a fleeing vehicle, an alert would go out to anyone utilizing mapping technology such as google maps so motorists have time to make better decisions or pull over out of traffic to avoid the pursuit altogether.

I believe this technology is in the best interest of our community and is an attempt to make it safer. The police department has the funding to pay for this initiative and is not requesting any additional funds.

<https://www.pursuitalert.com/law-enforcement>

Recommendation:

Approve agreement



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 18, 2026

RELATING TO:

Outdoor Special Event application for the Friends Fest event, to be located at 5614 W. Forest Home Ave., on August 28 and 29, 2026.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Friday, Aug. 28	Live music	4:00pm	11:00pm
Saturday, Aug. 29	Car show	1:00pm	11:00pm

Set-up: 4:00pm on August 28
Breakdown: 11:00pm on August 29

Recommendation: Approve an Outdoor Special Event application for the Friends Fest event, to be located at 5614 W. Forest Home Ave., on August 28 and 29, 2026.

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



Committee: Common Council

Item Number:

Introduced By: Neighborhood Services (Vlach)

Date Introduced: August 18, 2026

RELATING TO:

Outdoor Special Event application for the Adagio Sound Healing and Wellness Studio Grand Opening event, to be located at 5538 W. Forest Home Ave., on September 12, 2026.

SUMMARY:

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

All various dept. review/approval has occurred.

<u>Event Dates</u>		<u>Start Time</u>	<u>End Time</u>
Friday, Sept. 12	Live music	1:00pm	8:00pm

Set-up: 10:00am on Sept. 12

Breakdown: 8:30pm on Sept. 12

Recommendation: Approve an Outdoor Special Event application for the Adagio Sound Healing and Wellness Studio Grand Opening event, to be located at 5538 W. Forest Home Ave., on September 12, 2026.

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



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 18, 2026

RELATING TO:

Discussion and decision to approve fund transfers between capital improvement accounts.

SUMMARY:

Periodically there is a need to transfer funds between capital improvement project accounts

Funds may be transferred to or from projects that have been completed to close them. Transferred funds may be used to cover projects that are over budget due to unforeseen circumstances, or to fund new projects.

FINANCIAL:

See Exhibit A.

RECOMMENDATION:

Approve fund transfers between capital improvement accounts.

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

EXHIBIT A

8/18/2026

Recommended capital improvement account fund transfers.

Account Number	Account Name	Starting Balance	Transfer to GENRES	Transfer from GENRES	Ending Balance	Note
EN1810	Konkel Park Environmental	(\$69,372)		\$69,372	\$0	Open
EN2006	The Turf	(\$47,430)		\$47,430	\$0	Close
GR2006	The Turf Skate Park (donations)	\$91,775	\$47,430		\$44,345	Open
EN2019	Forest Home Ave (US45-45th St)	(\$68,709)		\$71,000	\$2,291	Open
EN2117	Howard Ave Bridge	\$840,914	\$212,090		\$628,824	Open
EN2224	Powerline Trail Phase 4	(\$1,141)		\$1,141	\$0	Open
EN2313	43rd St (Cold Spring Rd-Howard Ave)	\$109,143	\$109,143		\$0	Open
EN2320	Ciy Hall Exterior Repair & Painting	\$100,000		\$35,000	\$135,000	Open
EN2404	Cold Spring Rd Sidewalk	\$63,000	\$63,000		\$0	Close
EN2504	City Hall Sky Light Replacement	(\$1,606)		\$1,606	\$0	Close
EN2518	Amp Haus HVAC	(\$749)		\$749	\$0	Close
EN2612	99th St (Cold Spring Rd-South)	\$0		\$50,000	\$50,000	Open
EN2622	Morgan Oakes Resurfacing	\$0		\$60,000	\$60,000	Open
GENRES	General Reserves	\$282,566	\$431,663	\$336,298	\$377,931	



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 18, 2026

RELATING TO:

Discussion and decision to approve a Cost Sharing Memo of Understanding between the City Of Milwaukee and the Cities of Greenfield and West Allis in the amount of \$25,208.98.

SUMMARY:

The City of Milwaukee has budgeted funds for the South Powerline Trail from the existing Powerline Trail to W. Cleveland Ave. and S. 13th St. to S. 6th St. The project design phase is scheduled to commence in the summer of 2026. Construction of the project is scheduled for summer 2027. A \$1,500,000 construction grant provided by Rails to Trails Conservancy (RTC) will fund construction for the subject project. No local cost share is anticipated for construction.

The City of Milwaukee requests that the City of Greenfield and City of West Allis participate in the design of the project. This project will design an off-street trail along two WE Energies powerline corridors. Design will include engineering survey, inventory of existing conditions, analysis of alternatives, and engineering design.

FINANCIAL:

The estimated costs and funding are summarized as follows.

Municipality	Mileage	Proportion	Cost
Greenfield	0.32	13.2%	\$ 25,208.98
Milwaukee	1.54	64.0%	\$122,671.66
West Allis	0.55	22.8%	\$ 43,794.36
Total	2.40	100%	\$191,675.00

RECOMMENDATION:

Approve a Cost Sharing Memo of Understanding between the City Of Milwaukee and the Cities of Greenfield and West Allis in the amount of \$25,208.98.

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

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITIES OF GREENFIELD AND WEST ALLIS**

DATE: July 24, 2026

PROJECT: South Powerline Trail

LIMITS: Existing Powerline Trail to W. Cleveland Ave. and S. 13th St. to S. 6th St.

This Memo of Understanding is made and entered into and by the City of Milwaukee and the City of Greenfield, and City of West Allis (the "Cities").

The contents of this Cost Sharing Memo of Understanding will address cost sharing for the design of the subject project.

The City of Milwaukee has budgeted funds for the subject design project. The subject project is scheduled to commence in the summer of 2026 for design between August 2026 and April 2027. Construction of the subject project is scheduled for summer 2027. A \$1,500,000 construction grant provided by Rails to Trails Conservancy (RTC) will fund construction for the subject project. No local cost share is anticipated for construction.

The City of Milwaukee through its undersigned duly authorized officers or officials, hereby requests the City of Greenfield and City of West Allis to participate in the project hereinafter described.

NEEDS AND ESTIMATE SUMMARY:

This project will design off-street trail along two WE Energies powerline corridors. Design will include engineering survey, inventory of existing conditions, analysis of alternatives, and engineering design. KL Engineering has been selected to design the subject project.

The estimated costs and funding are summarized as follows.

Municipality	Mileage	Proportion	Cost
Greenfield	0.32	13.2%	\$25,208.98
Milwaukee	1.54	64.0%	\$122,671.66
West Allis	0.55	22.8%	\$43,794.36
Total	2.40	-	\$191,675.00

1) The City of Greenfield and City of West Allis will pay its share of the design costs for the subject project within 60 days of being billed by the City of Milwaukee. The City of Milwaukee will bill the Cities as the project progresses and supply the Cities with any background information to support the billing.

2) The consultant services costs for each municipality will be calculated by prorating the actual consultant services expenditures. Each community's share for consulting services is calculated as detailed in the Cost Summary above.

3) If the City of Greenfield or City of West Allis object to any portion of the bills submitted by the City of Milwaukee, the subject City shall notify the City of Milwaukee in writing within twenty days of the invoice's receipt. The subject City will pay any undisputed portions of a bill.

4) Each City may include Non-participating items in the project that they deem necessary and these Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality.

5) The City of Milwaukee agrees to consult and seek concurrence with the City of Greenfield and City of West Allis regarding any change orders that would result in additional costs after the project has been awarded.

6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee, City of Greenfield, and City of West Allis.

7) If this Memo of Understanding is not agreed to by the City of Greenfield or City of West Allis and, therefore, funding is not provided to cover project costs, the City of Milwaukee will not proceed with design work and construction will not be conducted for the portion of the project area in the jurisdiction of the subject municipality.

This Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such a Memo of Understanding for the City of Greenfield and City of West Allis and upon acceptance by the City of Milwaukee shall constitute a Memo of Understanding between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

_____	<u>City Engineer</u>	_____
Signature	Title	Date
<u>Kevin J. Muhs, PE, AICP</u>		
Name		

Signed for and on behalf of City of Greenfield:

_____	<u>Mayor</u>	_____
Signature	Title	Date
<u>Michael J. Neitzke</u>		
Name		

_____	<u>Comptroller</u>	_____
Signature	Title	Date
<u>Paula Schafer</u>		
Name		

Signature

City Clerk _____
Title

Date

Jennifer Goergen _____
Name

Signature

City Attorney (as to form) _____
Title

Date

Chris Geary _____
Name

Signed for and on behalf of the City of West Allis:

Signature

Mayor _____
Title

Date

Dan Devine _____
Name

Signature

City Administrator _____
Title

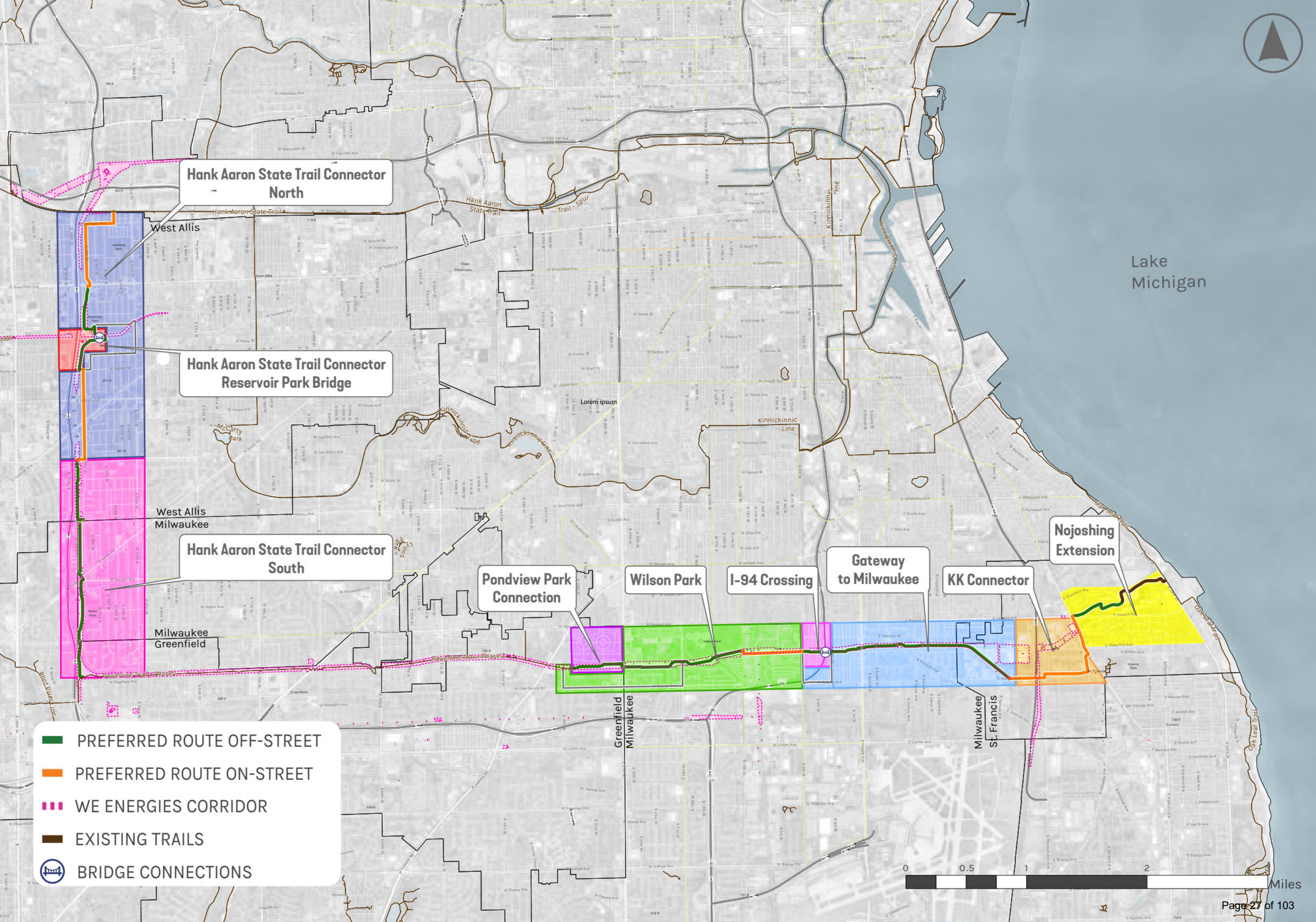
Date

Erin Hirn _____
Name

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.
2. Subject to Section 4 of this Memo of Understanding, the City of Greenfield and City of West Allis will pay to the City of Milwaukee such project related costs as outlined and listed in the Estimated Cost Summary itemized in the Cost Sharing Memo of Understanding.
3. Each Municipality shall ensure that all necessary funding is in place for their portion of project costs.
4. The work will be administered by the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the City of Greenfield and City of West Allis of any changes that may occur during the process in excess of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Greenfield and City of West Allis.
5. The respective municipalities will assume general responsibility of all public information to its residents at their own expense.

(End of Document)



**Hank Aaron State Trail Connector
North**

**Hank Aaron State Trail Connector
Reservoir Park Bridge**

**Hank Aaron State Trail Connector
South**

**Pondview Park
Connection**

Wilson Park

I-94 Crossing

**Gateway
to Milwaukee**

KK Connector

**Nojoshing
Extension**

-  PREFERRED ROUTE OFF-STREET
-  PREFERRED ROUTE ON-STREET
-  WE ENERGIES CORRIDOR
-  EXISTING TRAILS
-  BRIDGE CONNECTIONS





Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 18, 2026

RELATING TO:

Discussion and decision to approve an agreement with Garland Company Inc. for project number 2610 Library East Roof in the amount of \$508,562.

SUMMARY:

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

Garland/DBS Inc.

1 Langer-Roofing	\$ 508,562
2 F.J.A Christianson	\$ 547,373
3 Pioneer Roofing	\$ 592,784
4 MM Schranz	\$ 740,027

FINANCIAL:

The cost of the work was approved in the 2026 capital budget.

RECOMMENDATION:

Approve an agreement with Garland Company Inc. for project number 2610 Library East Roof in the amount of \$508,562.

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

**CONTRACT FOR
JOB # 25-WI-260458**

BETWEEN **City of Greenfield** AND GARLAND/DBS, INC. FOR THE Public Library Lower & Entrance Roof

- 1.) This CONTRACT is made at **Cuyahoga County** as of June 23, 2026, ("Effective Date"), by and between the **City of Greenfield** located at **7325 W Forest Home Avenue Greenfield, WI 53220** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Public Library Lower & Entrance Roof** located at **5310 W Layton Ave Greenfield, WI 53220**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal # **25-WI-260458** dated **04/17/2026** submitted by the and the "Project Manual for City of Greenfield Public Library Lower & Entrance Roof, Project # 25-WI-260458, dated April 17, 2026 (collectively, hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein, and in compliance with this CONTRACT. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **on or before October 31, 2026**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$508,562.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must

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

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Jeff Katz, Director of Neighborhood Services**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$508,562.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts as set forth in Exhibit B. The performance and payment bonds shall be in a form reasonably acceptable to Customer. Reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name City of Greenfield as an additional insured, on a primary and non-contributory basis, with subrogation waived. Said Certificate of Insurance shall also provide that at least thirty (30)

days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

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

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

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

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

WITNESSES:

1. [Signature]
2. [Signature]



GARLAND/DBS, INC.

By: [Signature]
[Signature]
Printed Name

[Signature]
Title

Tax ID. No. 80-0525452

Date: 6/24/2026

WITNESSES:

1. _____
2. _____

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

Exhibit A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Greenfield
Greenfield Public Library
5310 W Layton Ave
Greenfield, WI 53220

Date Submitted: 04/17/2026
Proposal #: 25-WI-260458
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Lower & Entrance Roof – Modified Bitumen Roof System

1. Remove Existing Roof System down to existing Insulation surface
2. Clean Existing Insulation Surface of all Dirt and Debris before installing new roof system.
Remove and replace all wet and deteriorated insulation with like material.
3. Install 2" PolyISO insulation for lower roof and ½" HD PolyISO for Entrance Roof, mechanically fastening down to metal deck
4. Install insulation crickets and saddles, to ensure ½" slope on all crickets and saddles
5. Install ½" Woodfiber Recovery Board, adhered in Hot Asphalt
6. Install 2 (Two) Layer of Modified Base Sheet for Field and Flashings, in Hot Asphalt
7. Install 1 (One) Layer of Smooth Surface Modified Cap Sheet for Field and Mineral Surface Cap Sheet for Flashings, adhered in Hot Asphalt
8. Install Cold Process Flood and Gravel surface to surface of cap sheet in field of roof
9. Install New 24ga Sheet Metal to Perimeters, Flashings, Counter Flashings, Coping Caps, etc.
10. Remove and replace drains with Cast Iron drains, sump into roof, down to deck, with 4' x 4' sumps
11. Install new Pavers over western area of roof, where water falls from upper roof

Proposal Price Based Upon Market Experience:

\$ 508,562

Garland/DBS Price Based Upon Local Market Competition:

1 Langer Roofing	\$	508,562
2 F.J.A. Christiansen Roofing Co, Inc	\$	547,373
3 Pioneer Roofing	\$	592,784
4 MM Schranz	\$	740,027

Langer Roofing - Unforeseen Site Conditions:

Additional Insulation Replacement	\$	9.12 per Sq. Ft.
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) GARLAND/DBS, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3800 EAST 91ST STREET 6 City, state, and ZIP code CLEVELAND, OHIO 44105 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	0	-	0	5	2	5	4	5 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Heidi Dobson</i>	Date <i>1.6.2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Garland/DBS, Inc. 3800 E. 91st Street Cleveland OH 44105 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Starr Indemnity & Liability Company	38318
	INSURER B: Starr Specialty Insurance Company	16109
	INSURER C: National Fire Ins. Co. of Hartford	20478
INSURER D: The Continental Insurance Company	35289	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570121121576 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			7094453776	11/01/2025	11/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000692555 251	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION			CUE7094453793 SIR applies per policy terms & conditions	11/01/2025	11/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000005545 Workers Comp AOS 1000005548 Workers Comp WI	11/01/2025 11/01/2025	11/01/2026 11/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570121121576

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Greenfield are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Greenfield 7325 West Forest Home Avenue Greenfield WI 53220 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Garland/DBS, Inc.	
POLICY NUMBER See Certificate Number: 570121121576		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570121121576	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		1000005546 WC-AZ, CT, IA, NC, NJ, N	11/01/2025	11/01/2026	
B		N/A		1000005547 Workers Comp - FL, MA	11/01/2025	11/01/2026	

Dallas, TX 1-866-519-2522

Policy Number: 100 0005545
The Insured: Garland Industries, Inc.

Effective Date: 11/01/2025

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL
EXTENDED BY US**

This endorsement modifies insurance provided under the following:

Workers Compensation and Employers Liability Policy

PART SIX • CONDITIONS, D. – Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLY NOTICE OF CANCELLATION PROVIDED BY US
AMENDATORY ENDORSEMENT**

Policy Number: 1000692555 251

Effective Date: 11/01/2025

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS, A. Cancellation**, sub-paragraph 2., or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

- a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. (60)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
AMENDATORY ENDORSEMENT**

Policy Number: 1000692555 251

Effective Date: 11/01/2025

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

- A.** It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- B.** It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.**

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number: 1000692555 251

Effective Date: 11/01/2025

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your use of a covered “auto”. However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1)** The coverage and/or limits of this policy, or
- (2)** The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1.** Coverage broader than what you are required to provide by the **written contract**; or
 - 2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- 1.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- 2.** Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1.** Primary and non-contributing with other insurance available to the additional insured; or
- 2.** Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1.** Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2.** Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3.** Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

- 1.** The **bodily injury** or **property damage**; or
- 2.** The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Contractors' General Liability Extension Endorsement

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1.** the **Named Insured's** ongoing operations; or
- 2.** **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1.** is in effect or becomes effective during the term of this **Coverage Part**; and
- 2.** was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1.** **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Earlier Notice of Cancellation Provided
by the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of Days' Notice: 075

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **A.** of either the **CANCELLATION/NONRENEWAL** section of the **COMMON TERMS AND CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA74658XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: GARLAND/DBS, INC.

Policy No: 7094453776

Endorsement No: 31

Effective Date: 11/01/2025



AIA Document A312™ – 2010

Performance Bond

Bond No. 30276684

CONTRACTOR:

(Name, legal status and address)
GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, OH 44105

SURETY:

(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, WI 53220

CONSTRUCTION CONTRACT

Date: June 23, 2026

Amount: Five Hundred Eight Thousand Five Hundred Sixty Two and 00/100 Dollars
(\$ 508,562.00)

Description:

(Name and location)
Contract No. 25-WI-260458; Public Library

BOND

Date: June 24, 2026

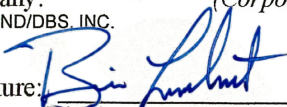
(Not earlier than Construction Contract Date)

Five Hundred Eight Thousand Five Hundred Sixty Two and 00/100 Dollars
Amount: (\$ 508,562.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

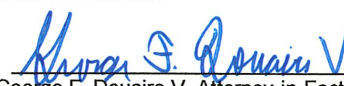
Company: (Corporate Seal)
GARLAND/DBS, INC.

Signature: 
Name Brian Lambert, President
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
WESTERN SURETY COMPANY

Signature: 
Name George F. Douaire V, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____, Attorney-in-Fact
Address: _____

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. 30276684

CONTRACTOR:

(Name, legal status and address)
GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, OH 44105

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, WI 53220

CONSTRUCTION CONTRACT

Date: June 23, 2026

Amount: Five Hundred Eight Thousand Five Hundred Sixty Two and 00/100 Dollars
(\$ 508,562.00)

Description:

(Name and location)
Contract No. 25-WI-260458; Public Library

BOND

Date: June 24, 2026

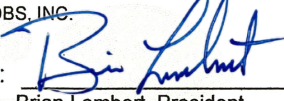
(Not earlier than Construction Contract Date)

Amount: Five Hundred Eight Thousand Five Hundred Sixty Two and 00/100 Dollars
(\$ 508,562.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

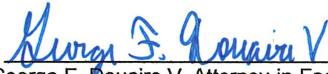
Company: (Corporate Seal)
GARLAND/DBS, INC.

Signature: 
Name Brian Lambert, President
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
WESTERN SURETY COMPANY

Signature: 
Name George F. Douaire V, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: ,

Address:

Signature: _____

Name and Title: , Attorney-in-Fact

Address:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Derek J Elston, Susan A Welsh, Aerie Walton, Bartlomiej Siepierski, Samantha Chierici, Kristin L Hannigan, Tara A Maquinto, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Dartonya Wright, Richard Casas, George F Douaire V, Individually

of Fort Washington, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on March 20, 2026.

WESTERN SURETY COMPANY

State of South Dakota }
County of Minnehaha } ss



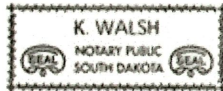
Larry Kasten

Larry Kasten, Vice President

On March 20, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on June 24, 2026.

WESTERN SURETY COMPANY



P. Kolsrud

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



OWNER BILLING INFO SHEET

Project Name: _____
Customer PO/Contract ID: _____
Garland/DBS Proposal/Project ID: _____

OWNER INFORMATION

Owner Name: _____
Owner Billing Contact (Name): _____
Owner Billing Contact (Phone): _____
Owner Billing Contact (Email): _____
Insurance Certificate Contact (Email): _____

BILLING DELIVERY METHOD

Invoice Mailing Address: _____
Invoice Email Address: _____

TAX EXEMPT STATUS

Tax Exempt Y/N: _____

If you are an exempt entity, please attach a copy of your Construction Sales and Use Exemption Certificate per your state's requirement.

PREVAILING WAGE COORDINATION (if applicable)

Prevailing Wage Coordinator: _____
Prevailing Wage Coordinator (Phone): _____
Prevailing Wage Coordinator (Email): _____

SPECIAL INSTRUCTIONS

OWNER AUTHORIZED SIGNATURE

Signature: _____ Date: _____
Owner Rep Printed: _____

Return completed forms to DBSPM@garlandind.com

GDI payment terms: Net 30



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: August 18, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking restriction on West Howard Avenue, east of West Loomis Road.

SUMMARY:

“No parking, at any time, on the north side of West Howard Avenue, from West Loomis Road, easterly to a point 600 feet east of West Loomis Road.”

FINANCIAL:

None

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking restriction on West Howard Avenue, east of West Loomis Road.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION X 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:

“No parking, at any time, on the north side of West Howard Avenue, from West Loomis Road, easterly to a point 600 feet east of West Loomis Road.”

City staff is hereby directed to modify the City’s official traffic 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 18th day of August, 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: July 28, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking restriction on West Loomis Road, north of West Howard Avenue.

SUMMARY:

“No parking, at any time, on the east side of West Loomis Road, from West Howard Avenue, northerly to a point 325 feet north of West Howard Avenue.”

FINANCIAL:

None

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding a parking restriction on West Loomis Road, north of West Howard Avenue.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION X 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:

“No parking, at any time, on the east side of West Loomis Road, from West Howard Avenue, northerly to a point 325 feet north of West Howard Avenue.”

City staff is hereby directed to modify the City’s official traffic 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 18th day of August, 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: July 28, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 0573 regarding stop signs at S. 45th St, and W. Ohio Ave.

SUMMARY:

Ordinance 0573 added a stop condition for eastbound and westbound Ohio Avenue at 45th Street. It is being repealed because ordinance 4020 subsequently changed the intersection to a four-way stop.

FINANCIAL:

None.

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code by repealing Ordinance 0573 regarding stop signs at S. 45th St, and W. Ohio Ave.

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 0573 which reads as follows:

“An ordinance to provide an arterial stop sign at the northeast and southwest corners of 45th Street and West Ohio Avenue.”

City staff is hereby directed to modify the City’s official traffic 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 18th day of August, 2026.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

ORDINANCE NO. 573

AN ORDINANCE AMENDING THE TRAFFIC
CODE OF THE CITY OF GREENFIELD.

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

PART I. An ordinance to provide for an arterial stop sign at the northeast and southwest corners of South 45th Street and West Ohio Avenue.

PART II. The highway superintendent is hereby directed and authorized to place the appropriate signs to control traffic as above indicated.

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.

ADOPTED May 18, 1971

Henry A. Rajchel
Henry A. Rajchel, City Clerk

APPROVED May 27, 1971

Oakley V. Fisher
Oakley V. Fisher, Mayor

ORDINANCE NO. 4020

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. Midland Avenue and S. 47th Street, all eastbound and westbound traffic must stop before entering the intersection.

At the intersection of W. Ohio Avenue and S. 45th Street, all traffic in all directions must stop before entering the intersection.

City staff is hereby directed to modify the City's official traffic 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 16th day of June, 2026.

APPROVED:



Michael J. Neitzke, Mayor

ATTEST:



Jennifer Goergen, City Clerk

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 Midland Avenue and South 46th Street, traffic in all directions must stop before entering the intersection.

City staff is hereby directed to modify the City's official traffic 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 18th day of August, 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: July 28, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Midland Avenue and South 46th Street.

SUMMARY:

At the intersection of West Midland Avenue and South 46th Street, traffic in all directions must stop before entering the intersection.

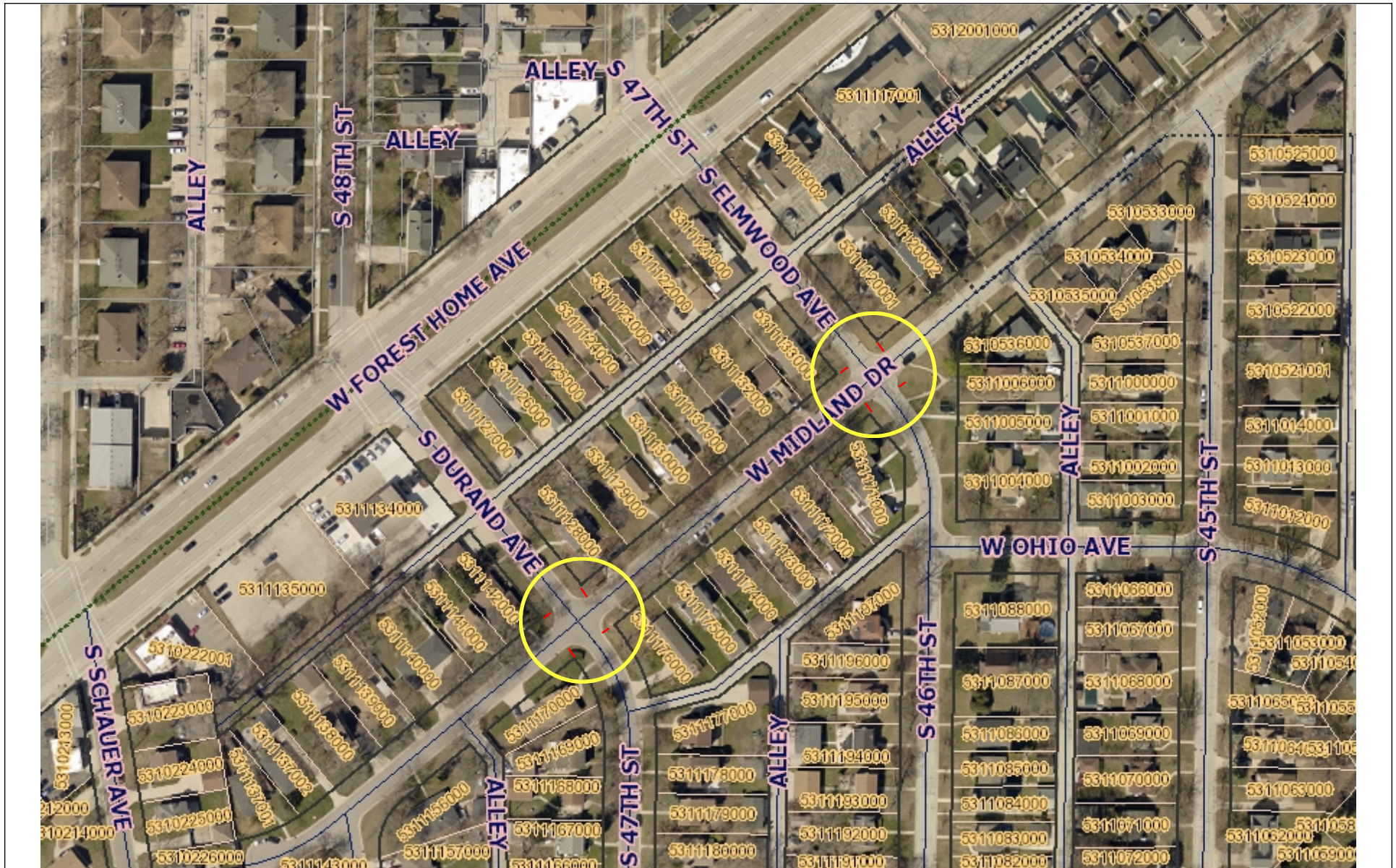
FINANCIAL:

None.

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Midland Avenue and South 46th Street.

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



City of Greenfield GIS

DISCLAIMER: The City of Greenfield does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives. Greenfield GIS map data is for tax and real property listing purposes and does not represent a plat of survey.



SCALE: 1" = 217'

City of Greenfield

7325 West Forest Home Ave.
Greenfield, WI 53220

Print Date: 7/6/2026



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 28, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Midland Avenue and South 47th Street.

SUMMARY:

At the intersection of West Midland Avenue and South 47th Street, traffic in all directions must stop before entering the intersection.

FINANCIAL:

None.

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Midland Avenue and South 47th 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 West Midland Avenue and South 47th Street, traffic in all directions must stop before entering the intersection.

City staff is hereby directed to modify the City's official traffic 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 18th day of August, 2026.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



City of Greenfield
25 West Forest Home Ave.
Greenfield, WI 53220

Print Date: 7/6/2026



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: July 28, 2026

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Armour Avenue and South 69th Street.

SUMMARY:

At the intersection of West Armour Avenue and South 69th Street, traffic in all directions must stop before entering the intersection.

FINANCIAL:

None.

RECOMMENDATION:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding stop signs at the intersection of West Armour Avenue and South 69th 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 West Armour Avenue and South 69th Street, traffic in
all directions must stop before entering the intersection.

City staff is hereby directed to modify the City's official traffic 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 18th day of
August, 2026.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Committee: Board of Public Works

Item Number:

Introduced By: Randy Esch

Date Introduced: July 28, 2026

RELATING TO: Discussion and Decision to approve updated DPW City equipment billing rates.

SUMMARY: All City equipment is billed using WisDOT equipment rates. Each year those rates are adjusted. These rates are to be reviewed annually by the Board of Public Works per resolution #2278.

FINANCIAL:

None.

Recommendation: Approve the current WisDOT equipment rates effective April 2026.

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

RESOLUTION NO. 2278

WHEREAS, the City of Greenfield is required to perform work to repair, replace, or maintain public property due to the actions of others; and

WHEREAS, the City of Greenfield occurs costs in direct labor, materials, and equipment, contract labor, materials and equipment, and administrative and overhead costs; and

WHEREAS, the City of Greenfield should be reimbursed for said costs caused by the actions of others.

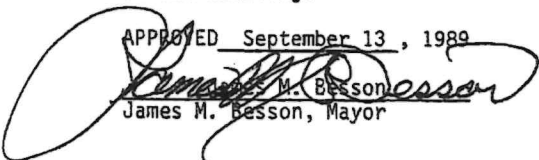
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Greenfield, that:

- a) All direct City Labor be billed at actual cost, determined to be hourly rate plus 100% for Administrative and Overhead costs.
- b) All City equipment be billed at rates established by the Board of Public Works. These rates are to be reviewed on an annual basis.
- c) All City material be billed at actual cost, plus 15% for Administration and handling.
- d) All Contract Labor, Material and Equipment Costs to be billed at actual billing plus 15% for Administration and handling.

ADOPTED September 5, 1989


Donna M. Rynders
Donna M. Rynders, City Clerk

APPROVED September 13, 1989


James M. Besson
James M. Besson, Mayor



Highway Maintenance Manual
Chapter 02 Administration
Section 25 Cost Invoicing
Subject 50 Classified Equipment Rates

Bureau of Highway Maintenance

Effective April 2026

Standard Equipment Pictures

Class	Description	Est. Life	Rate	Type
AIR COMPRESSORS				
	Rates are for the compressor and pneumatic tools used with the compressor, except breakers, jackhammers (class 929), and wagon drills. Rates do not include equipment used to transport the compressor.			
402	125 through 209 CFM	10 years	22.34	Hr
403	210 CFM and over	10 years	28.50	Hr
BITUMINOUS EQUIPMENT				
	Note: Paver rates include the cost of automatic controls			
702	Bitumen kettle, 1-5 barrels, inclusive, includes fuel	8 years	27.80	Hr
705	Patch Machine, spray-injection, trailer mounted	12 years	55.10	Hr
706	Truck Bed System, hot box	10 years	7.04	Hr
707	Tank car heater (except wood or coal fired)	12 years	35.14	Hr
708	Trailer style distributor, including tank and equipment, but not the truck	12 years	56.46	Hr
709	Patch material heater and mixer (surge bin), trailer or truck mounted	12 years	20.40	Hr
710	Heating kettle, less than 300 gallons, includes Mastic Kettle	8 years	56.52	Hr
711	Heating kettle, 300 gallons or more, includes Mastic Kettle	8 years	65.40	Hr
712	Self-propelled paver and finishing machine	8 years	2.02	Ton
713	Portable storage tank for oil/emulsion with heating unit; charge only for hours of heating or pumping	12 years	172.52	Hr
714	Portable supply or storage tank for oil/emulsion	12 years	693.02	Day
716	Distributor, including truck, rear drive, 23,000 through 55,000 lbs	7 years	95.28	Hr
718	Distributor, including truck, tandem rear drive, 55,001 lbs and over	9 years	136.00	Hr
719	Pavement profiler, 2' and under, not self-propelled	10 years	74.44	Hr
720	Pavement profiler, self-propelled or not self-propelled over 2'	8 years	98.24	Hr
730	Chip Spreader with or without mechanical extension	10 years	287.74	Hr
GENERATORS, PORTABLE ELECTRIC				
805	3,001 watt output through 10,000 watt output	12 years	44.88	Hr
806	10,001 watt output and over	12 years	68.78	Hr
GRADERS, MOTOR				
	Note: The cost of automatic controls (i.e. lasers) is <u>not</u> included in the grader rates. A separate add-on rate for lasers is identified as class 315.			
	Classifications are in accordance with rated net flywheel horsepower (hp), exclusive of attachments. Horsepower shall be in accordance with Society of Automotive Engineers (S.A.E.) standard 1349.			
305	Rear drive grader, 1 hp through 149 hp	10 years	66.16	Hr
307	Rear drive grader, 150 hp and greater	10 years	83.48	Hr
308	All wheel drive grader, any hp	10 years	100.98	Hr
315	Non-integrated, Slope control, used in grader	10 years	26.02	Hr
GRADERS, TOW TYPE ATTACHMENT				
323	Grader pull-type/tow type attachment	10 years	9.44	Hr
MOWERS AND MOWER ATTACHMENTS				
412	Disc bine attachment	10 years	42.28	Hr
413	Single pan section, rotary or flail attachment or sickle bar	10 years	19.82	Hr
415	2 pan section (single unit), rotary or flail attachment	10 years	31.76	Hr
416	3 pan section (single unit), rotary or flail attachment	10 years	33.04	Hr
419	Drum style attachment with blades, Hydraulic driven, Skidloader/Tractor/Boom mounted	10 years	39.78	Hr
429	Boom for mowers, attached to tractor	10 years	21.32	Hr
COMPACTORS				
531	Tow-type or push-type, including sheepsfoot, vibrating and non-vibrating	10 years	18.44	Hr
532	Self-propelled, non-vibratory	10 years	56.44	Hr
533	Self-propelled, vibratory, 1 through 5 tons	8 years	44.76	Hr
534	Self-propelled, vibratory, over 5 tons	8 years	51.58	Hr
SCRAPERS AND SCRAPER ATTACHMENTS				
	Scrapers are rated as a unit with the tractor used exclusively for scraper operation. Capacity is based on the manufacturer's truck capacity without sideboards.			
546	Scraper, single engine	10 years	206.04	Hr
547	Scraper, twin-engine	10 years	147.86	Hr
SHOULDERING MACHINES				
450	Shoulder reclaimer	10 years	20.60	Hr
451	Shoulder machine attachment	10 years	107.50	Hr
455	Self-propelled, (road widener)	10 years	152.34	Hr

Class	Description	Est. Life	Rate	Type
EXCAVATORS				
	Complete units classified by capacity, including the truck or tractor. Capacity is based on manufacturer's rating.			
552	Truck mounted, including hydraulic cable operated combination backhoe units	10 years	57.78	Hr
555	Track-type backhoe, through 99 hp	10 years	60.80	Hr
557	Self contained excavator, rubber tire	10 years	71.96	Hr
558	Shovel, track-type (100 through 149 hp)	10 years	61.54	Hr
559	Shovel, track-type (150 hp and over)	10 years	83.58	Hr
SNOW PLOWS, MOTOR GRADER AND TRACTOR ATTACHMENTS				
612	Widening and shelving wing	10 years	56.00	Hr
SNOW PLOWS, ATTACHMENTS				
631	Tow Plow, steerable trailer-mounted plow pulled behind a snowplow truck, inclusive of attachments: single or dual blade, tanks, spreaders, and spray bar.	10 years	122.66	Hr
632	V-shape	10 years	61.02	Hr
633	Power reversible	10 years	18.86	Hr
634	One-way (including motor grader or tractor attachments)	10 years	17.00	Hr
635	Truck/Loader Mounted Wing	10 years	18.46	Hr
636	Underbody, fixed moldboard	10 years	20.98	Hr
637	Underbody, power reversible moldboard	10 years	28.14	Hr
SPREADER ATTACHMENTS				
	These attachments are for applying sand, chips, or deicers. Units purchased after 1/1/86 shall be capable of calibration within 10% of the recommended sodium chloride application rate (100 to 300 lbs./lane mile) at speeds of 15 to 35 miles per hour. The term "computer controlled" means that the controller receives a vehicle speed signal and a spreader feed signal (i.e., closed loop is terminology also used within the industry) and can be calibrated in pounds and liquid per mile. These controllers can be calibrated to apply the exact amount of granular and liquid material per mile at any speed.			
424	Tailgate mounted, non-computerized	8 years	14.46	Hr
425	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized	8 years	30.80	Hr
426	Tailgate mounted, computer controlled	8 years	18.46	Hr
427	Hopper type truck body with conveyor feeding material to power driven spinner type spreader/s, computerized	8 years	36.84	Hr
428	Zero-velocity type spreader, includes 'pre-wetting' type system (may include anti-icing spray bar)	8 years	34.28	Hr
638	Spray bar applicator/Brine (pre-wet) tank(s), nozzles, pumps, hardware-tank size 0 gallons to 500 gallons for plow trucks	8 years	8.42	Hr
639	Spray bar applicator/Brine (pre-wet) tank(s), nozzles, pumps, hardware-tank size 501 gallons to 1,000 gallons for plow trucks	8 years	18.44	Hr
640	Spray bar applicator/Brine (pre-wet) tank(s), nozzles, pumps, hardware-tank size 1,001 gallons and greater for plow trucks	8 years	31.86	Hr
641	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, with ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 0 to 2000 gallons, non-plow truck	8 years	62.36	Hr
642	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, without ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 0 to 2000 gallons, non plow truck	8 years	23.78	HR.
643	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, with ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 2001 gallons and greater, non plow truck	8 years	36.94	HR.
644	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, without ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 2001 gallons and greater, non plow truck	8 years	41.74	HR.
SWEEPERS AND ATTACHMENTS				
431	Broom, self-powered, power take-off or hydraulic pump driven, pulled by separate vehicle	10 years	47.76	Hr
433	Street sweeper, mechanical debris collection system, self-propelled	10 years	152.70	Hr
434	Broom, self powered, self-propelled	10 years	66.44	Hr
435	Vacuum debris collection system, with or without sweeper, self-propelled	11 years	108.00	Hr
TRACTORS/SKID STEERS/END LOADERS/DOZERS				
	These units shall be rated by net flywheel SAE horsepower (hp). Net horsepower shall be in accordance with Society of Automotive Engineers (SAE) standard 1349, and shall not exceed that stated in the manufacturer's national advertising.			
251	Backhoe/loader/tractor, (80 hp and over)	10 years	88.30	Hr
252	Tractors and Lawnmowers, with wheels, up to 30 Hp	10 years	25.62	Hr
253	Tractors and Lawnmowers, with wheels, 31-49 Hp	10 years	35.24	Hr
254	Tractors, with wheels, 50-74 Hp	10 years	51.74	Hr
255	Tractors, with wheels, 75 Hp and greater	10 years	39.50	Hr
256	Endloaders, Wheel-type, 50 through 99 hp	10 years	41.24	Hr

-Class	Description	Est. Life	Rate	Type
257	Endloaders, Wheel-type, 100 through 149 hp	10 years	61.40	Hr
258	Endloaders, Wheel-type, 150 through 214 hp	10 years	86.22	Hr
259	Endloaders, Wheel-type, 215 hp and greater	10 years	98.90	Hr
260	Track-type dozer, 99 hp or less	10 years	60.36	Hr
261	Track-type dozer, 100 through 149 hp	10 years	72.28	Hr
262	Track-type dozer, 150 through 214 hp	10 years	86.68	Hr
263	Track-type dozer, 215 hp and greater	10 years	138.64	Hr
264	Agricultural type skid steer or toolcat, wheel or track, 20 through 64 hp	10 years	45.74	Hr
265	Agricultural type skid steer or toolcat, wheel or track, 65 through 79 hp	10 years	40.26	Hr
266	Agricultural type skid steer or toolcat, wheel or track, 80 through 99 hp	10 years	44.50	Hr
267	Agricultural type skid steer or toolcat, wheel or track, 100 Hp and greater	10 years	52.46	Hr
TRAILERS				
Classification shall be based on the manufacturer's rated capacity for the specific model trailer				
490	Less than 1 ton (use manufacturer's rated capacity)	10 years	7.72	Hr
491	1 through 4 tons (use manufacturer's rated capacity)	10 years	16.26	Hr
492	5 through 12 tons (use manufacturer's rated capacity)	10 years	22.82	Hr
493	13 through 29 tons (use manufacturer's rated capacity)	10 years	33.78	Hr
496	30 tons and over (use manufacturer's rated capacity)	10 years	60.24	Hr
TRUCKS				
Classifications shall be based on the manufacturer's gross vehicle weight (GVW) rating assigned to the specific model, including all component equipment recommended or required by the manufacturer, as listed in the current national advertising and specifications. No consideration shall be given to any GVW that may be assigned for a specific purpose, preferred service, limited area, or that is not included in the national advertising for that model. If optional GVW's or a range of GVW's are given without identifying equipment necessary to place the unit within the range, the average of the range shall be used.				
The washing of trucks performing winter activities shall be charged to the job using activity code 072 in accordance with the truck washing parameters identified in HMM 02-25-01, Activity Codes. All other (non-winter) truck washing shall be charged to the truck unit.				
101	Rear drive or 4wd, 15,000 lbs and less, includes cars/vehicles or small truck	6 years	16.00	Hr
103	Rear drive or 4wd, 15,001 through 22,999 lbs	6 years	27.02	Hr
106	Rear drive, 23,000 lbs through 55,000 lbs	10 years	75.10	Hr
112	All wheel drive, more than 50,000 lbs	15 years	94.44	Hr
116	Semi-Tractor, single, tandem, or tri-axle to solely pull a trailer	9 years	48.40	Hr
118	2 axle and tandem rear drive	9 years	103.62	Hr
121	Sign Truck and all attachments required for sign installation (GVWR 0-20,000)	10 years	32.94	Hr
122	Sign Truck and all attachments required for sign installation (GVWR 20,001-34,000)	10 years	41.62	Hr
123	Sign Truck and all attachments required for sign installation (GVWR 34,001-49,000)	10 years	37.42	Hr
124	Sign Truck and all attachments required for sign installation (GVWR Greater than 49,000)	10 years	53.42	Hr
1118	Tandem rear drive, 50,000 lbs and over, with tri-axes	9 years	88.14	Hr
1128	Tandem rear drive, 50,000 lbs and over, with quad-axes	9 years	70.84	Hr
VEHICLES				
115	Commissioner Vehicle (Administration Account)	100,000mi	SRL	Set Rate Locally
120	Patrol superintendent vehicles	100,000mi	0.74	Mi
MISCELLANEOUS EQUIPMENT				
901	Backhoe attachment	10 years	19.12	Hr
902	Brush chipper	8 years	41.10	Hr
906	Mechanical tamper, self-powered	8 years	39.02	Hr
907	Ripper attachments for Graders/Tractors/Dozers	10 years	170.78	Hr
908	Surge bin	15 years	63.66	Hr
910	Arrow board, self contained on trailer or truck mounted	10 years	4.34	Hr
911	Conveyor, Under 70'	12 years	33.94	Hr
912	Conveyor, stainless or galvanized, hydraulic or electric, 70' or greater	12 years	184.06	Hr
913	Mudjack	10 years	124.72	Hr
915	Post hole digger (auger), quick attachment	10 years	37.54	Hr
918	Screening plant	10 years	0.72	Ton
919	Spring tooth or disc harrow attachment	10 years	31.24	Hr
923	Water pump 4" or greater, centrifugal (with or without trailer)	5 years	45.94	Hr
924	Water pump with a purchase price greater than the Field Small Tools threshold and a discharge diameter less than 4"	5 years	30.04	Hr
925	Primary use is spot weed spraying or dust control. Multi-purpose stand alone, liquid distribution system, which includes a tank, spray bar, nozzles, and excludes anti-icing	10 years	19.54	Hr
926	Water tanker or portable tank with pump and spray bars, not for anti-icing, exclusive of motive equipment (no charge may be made while in transit)	8 Years	36.02	Hr
930	Hydro-seeder with water supply	10 years	59.36	Hr

<u>Class</u>	<u>Description</u>	<u>Est. Life</u>	<u>Rate</u>	<u>Type</u>
931	Mulch spreader with water supply, 25 Hp or greater	10 years	55.74	Hr
932	Brush cutter, (backhoe mounted on boom), rotary that includes blades, hydraulically driven	5 years	33.86	Hr
934	Concrete saw, through 9 hp, including blades	3 years	79.02	Hr
935	Concrete saw, 10 through 24 hp, including blades	5 years	54.28	Hr
936	Concrete saw, 25 hp and over, includes blades	10 years	99.44	Hr
937	Hot air lance	5 years	9.58	Hr
938	Pavement router/joint cleaner/roto-cutter, asphalt, including bits, with or without dust collection	5 years	57.44	Hr
939	Class A Construction Office/Shed	15 years	94.68	Day
940	Brush cutter (tractor mounted), rotary that includes blades	3 years	20.60	Hr
941	Bump burner, infrared or open flame grader/truck/trailer attach	12 years	234.06	Hr
942	Post pusher/driver/puller (wood or metal)	12 years	31.12	Hr
946	Trailer, sign	10 years	25.74	Day
948	Aerial platform (self-propelled or trailer mounted / not mounted on a truck) includes scissor lift	12 years	84.28	Hr
949	Attenuator (with or without arrow board) and/or message board	10 years	15.34	Hr
950	Centerliner, mounted on dual axle truck	10 years	143.34	Hr
951	Centerliner, mounted on single axle truck	12 years	130.18	Hr
955	Tailgate conveyor or spreader box	12 years	34.16	Hr
957	Portable Traffic Signals, max 12/hr/day, 4 unit sets, includes trailer	7 years	30.02	Hr
958	Message board (programmable)	10 years	6.24	Hr
960	Portable pressure washer (heated or not heated) - attached wheels, self-contained water source	10 years	63.86	Hr
961	Vacuum, (Jet Vac)	10 years	81.16	Hr
962	GPS Grade Controller	10 years	16.20	Hr
963	Survey Equip GPS	10 years	8.66	Hr
964	Portable pressure washer (heated or not heated) - attached wheels, capacity thru 20 hp	11 years	63.48	Hr
970	Boom utility truck, any combination of storage cabinets, and man bucket	10 years	66.62	Hr
975	Welder, electric, 0 - 300 amp capacity (does not include cost of welding rod), portable	10 years	13.36	Hr
976	Welder, electric, 301 amp capacity and up (does not include cost of welding, portable	10 years	19.40	Hr



Highway Maintenance Manual
Chapter 02 Administration
Section 25 Cost Invoicing
Subject 55 Non-standard Rates

Bureau of Highway Maintenance

Non-Standard Equipment Rates

Effective April 2026

Class	Description	Estimated Life	Rate	UOM
9006	Air Compressor (< 125 cu.ft.)	10 years	11.56	HR.
9012	Bale Chopper or Mulcher, 25 hp or less or PTO	10 years	65.24	HR.
9013	Auger, Salt	10 years	18.18	HR.
9017	Concrete Repair Gun	7 years	128.04	HR.
9018	Curb Paver, Bituminous	12 years	5.98	HR.
9022	Boats (Pontoon)	10 Years	SRL	DAY
9023	Boats (Row)	10 years	29.80	DAY
9031	Landfill Compactor	10 years	51.72	HR.
9036	Centerliner, push-type or ride on, with or without heat bead	12 years	25.00	HR.
9038	Cutter Crusher or Mulch Krimper	10 years	39.00	HR.
9040	Crane (Up to 10 tons)	15 years	44.34	HR.
9041	Crane (10 to 18 tons)	15 years	276.44	HR.
9042	Crane greater than 18 tons	15 Years	SRL	HR.
9046	Golf Cart	10 years	13.40	HR.
9048	Drill, Grain	10 years	40.80	HR.
9054	Hammer, hydraulic, 100 thru 1100 ft/lbs, CIMA rating	10 years	37.46	HR.
9055	Hammer, hydraulic, 1101 ft/lbs and over CIMA rating	10 years	41.06	HR.
9073	Landscape Box	12 years	7.06	HR.
9079	Cold Milling Machine, Over 80 hp	12 years	SRL	HR.
9080	Mortar Mixer	7 years	145.26	HR.
9082	Pothole Patcher, spray injection, truck mounted, single unit	12 years	66.04	HR.
9089	Paver, tailgate	12 years	30.64	HR.
9091	Snow Pusher	10 years	45.66	HR.
9092	Retro-reflectometer	10 years	79.30	DAY
9093	Ice Breaker Attachment (breaks up ice and compacted snow)	10 years	SRL	HR.
9094	Snow Blower, rotary, hydraulic or PTO driven, does not use fuel (small intake width of 84 inches or less)	10 years	50.30	HR.
9095	Snow Blower, rotary, hydraulic or PTO driven, does not use fuel (large intake of 85 inches or greater)	10 years	173.02	HR.
9096	Snow Blower, powered by engine, rotary plow, integral unit, used exclusively for snow plowing and uses motor fuel	10 years	237.22	HR.
9097	Snow Blower, rotary, powered by engine, uses fuel	10 years	335.36	HR.
9111	Speed Monitor (all)	10 years	18.82	DAY
9113	Rake, rock/Hydraulic Grapple	10 years	15.16	HR.
9114	Roto-tiller (attachment)	8 years	55.16	HR.
9133	Scraper, tow behind	10 years	SRL	HR.
9134	Off-road haul truck, track or tire style	10 years	62.30	HR.
9141	Sewer Cleaner	10 years	231.66	HR.
9142	Shredder, Dirt	10 years	375.40	HR.
9149	Sign Maker	10 years	35.76	HR.
9150	Stump Cutter, self powered	10 years	45.70	HR.
9151	Heater, Patch, tailgate	8 years	9.64	HR.
9152	Stump Cutter, hydraulic	10 years	69.34	HR.
9159	Transit, Laser	10 years	5.24	HR.
9160	Survey Equip Total Station	10 years	44.68	HR.
9163	Survey Equipment Hub	10 years	14.78	HR.
9165	Survey Equip GPS Rover (used only on the local system)	6 years	15.62	HR.
9175	Trenching Shield	10 years	333.24	DAY
9176	Trencher	10 years	SRL	HR.
9177	Trench Compactor	10 years	74.10	HR.
9178	Earth Saw or Trenching attachment	10 years	35.38	HR.

Class	Description	Estimated Life	Rate	UOM
9186	Screed, vib. strike-off	10 years	54.18	HR.
9201	All Terrain Vehicle/Utility Terrain Vehicle	10 years	26.48	HR.
9206	Reclaimer, Over 400 hp, 96" (teeth charged to project)	10 years	260.74	HR.
9207	Reclaimer, Under 400 hp (teeth charged to project)	10 years	231.02	HR.
9240	Fence Installer (for silt)	10 years	100.10	HR.
9241	Sewer Cleaner large, on trailer	10 years	21.70	HR.
9246	Generator, electric (over 20 kw)	12 years	41.64	HR.
9251	Feeder Hopper	5 years	50.28	HR.
9252	Hopper Feeder for spreader (to shed)	8 years	72.88	HR.
9258	Sweeper, for roadway use only	5 years	80.82	HR.
9260	Compactor, Hydraulic	10 years	64.20	HR.
9265	Trailer, Live Bottom (w/ conveyor)	7 years	SRL	HR.
9266	Trailer, Hydraulic Dump, 15 ton or greater	10 years	SRL	HR.
9272	Asphalt Wedger, with or without engine	5 years	140.64	HR.
9286	Welder and Generator (engine driven)	10 years	33.06	HR.
9287	Tracked Dump Truck	10 years	SRL	HR.
9298	Post Pounder	10 years	76.14	HR.
9336	Centerliner, mounted on tri-axle or quad-axle truck	10 years	171.14	HR.
9346	Dowel Drill	10 years	52.72	HR.
9349	Spreader, v-box insert, small, self-contained	8 years	51.92	HR.
9351	Forklift, with telescopic reach	10 years	63.30	HR.
9352	Forklift	10 years	49.84	HR.
9354	Hammer, Hydraulic, stand alone	10 years	106.36	HR.
9355	Rock Box	10 years	SRL	DAYS
9356	Sweeper, Lawn	10 years	SRL	HR.
9372	Light Tower	15 years	47.36	HR.
9387	Emergency response trailer, fully enclosed with area that could be used as a command center with radio communications	12 years	442.18	DAYS
9388	Emergency response trailer, fully enclosed without area for command center operations		123.70	DAYS
9389	Emergency response trailer – open trailer for transporting supplies and tools to the incident		SRL	DAYS
9406	Brush Chipper, 3 point tractor mounted	10 years	28.72	HR.
9412	Offset Hitch	10 years	16.78	HR.
9414	Skid Steer Mounted Shoulder Machine	10 years	16.82	HR.
9416	Temporary Portable Rumble Strips (6 strip set, may include carrier)	5 years	58.44	DAY
9418	Truck Mount Mower, includes truck, boom and power source	10 years	87.90	HR.
9420	Shot Blaster, includes vacuum	5 years	1.92	HR.
9422	Confined Space Entry Equipment	6 years	127.00	HR.
9426	Tree Shears, excavator attachment	5 years	65.14	HR.
9428	Sign Trailer, with auger and lift	10 years	12.30	HR.
9432	Auxiliary Hydraulic Operated Bucket	12 years	203.90	HR.
9434	Automatic Barrel Recovery Unit	8 years	382.68	HR.
9436	Barrel Recovery Trailer	8 years	15.84	HR.
9437	Dry Ice Blaster/Cleaner	10 years	SRL	HR.
9438	Loader Fork Attachment	10 years	SRL	HR.
9440	SeaSnake Camera	10 years	SRL	HR.

Class	Description	Estimated Life	Rate	UOM
2026 Non-standard Equipment Alphabetical Listing				
Class		Estimated Life	Rate	UOM
9006	Air Compressor (< 125 cu.ft.)	10 years	11.56	HR.
9201	All Terrain Vehicle/Utility Terrain Vehicle	10 years	26.48	HR.
9272	Asphalt Wedger, with or without engine	5 years	140.64	HR.
9013	Auger, Salt	10 years	18.18	HR.
9434	Automatic Barrel Recovery Unit	8 years	382.68	HR.
9432	Auxiliary Hydraulic Operated Bucket	12 years	203.90	HR.
9012	Bale Chopper or Mulcher, 25 hp or less or PTO	10 years	65.24	HR.
9436	Barrel Recovery Trailer	8 years	15.84	HR.
9022	Boats (Pontoon)	10 Years	SRL	DAY
9023	Boats (Row)	10 years	29.80	DAY
9406	Brush Chipper, 3 point tractor mounted	10 years	28.72	HR.
9336	Centerliner, mounted on tri-axle or quad-axle truck	10 years	171.14	HR.
9036	Centerliner, push-type or ride on, with or without heat bead	12 years	25.00	HR.
9079	Cold Milling Machine, Over 80 hp	12 years	SRL	HR.
9260	Compactor, Hydraulic	10 years	64.20	HR.
9017	Concrete Repair Gun	7 years	128.04	HR.
9422	Confined Space Entry Equipment	6 years	127.00	HR.
9041	Crane (10 to 18 tons)	15 years	276.44	HR.
9040	Crane (Up to 10 tons)	15 years	44.34	HR.
9042	Crane greater than 18 tons	15 Years	SRL	HR.
9018	Curb Paver, Bituminous	12 years	5.98	HR.
9038	Cutter Crusher or Mulch Krimper	10 years	39.00	HR.
9346	Dowel Drill	10 years	52.72	HR.
9048	Drill, Grain	10 years	40.80	HR.
9437	Dry Ice Blaster/Cleaner	10 years	SRL	HR.
9178	Earth Saw or Trenching attachment	10 years	35.38	HR.
9389	Emergency response trailer – open trailer for transporting supplies and tools to the incident		SRL	DAYS
9387	Emergency response trailer, fully enclosed with area that could be used as a command center with radio communications	12 years	442.18	DAYS
9388	Emergency response trailer, fully enclosed without area for command center operations		123.70	DAYS
9251	Feeder Hopper	5 years	50.28	HR.
9240	Fence Installer (for silt)	10 years	100.10	HR.
9352	Forklift	10 years	49.84	HR.
9351	Forklift, with telescopic reach	10 years	63.30	HR.
9246	Generator, electric (over 20 kw)	12 years	41.64	HR.
9046	Golf Cart	10 years	13.40	HR.
9054	Hammer, hydraulic, 100 thru 1100 ft/lbs, CIMA rating	10 years	37.46	HR.
9055	Hammer, hydraulic, 1101 ft/lbs and over CIMA rating	10 years	41.06	HR.
9354	Hammer, Hydraulic, stand alone	10 years	106.36	HR.
9151	Heater, Patch, tailgate	8 years	9.64	HR.
9252	Hopper Feeder for spreader (to shed)	8 years	72.88	HR.
9093	Ice Breaker Attachment (breaks up ice and compacted snow)	10 years	SRL	HR.
9031	Landfill Compactor	10 years	51.72	HR.
9073	Landscape Box	12 years	7.06	HR.
9372	Light Tower	15 years	47.36	HR.
9438	Loader Fork Attachment	10 years	SRL	HR.
9080	Mortar Mixer	7 years	145.26	HR.
9134	Off-road haul truck, track or tire style	10 years	62.30	HR.
9412	Offset Hitch	10 years	16.78	HR.
9089	Paver, tailgate	12 years	30.64	HR.
9298	Post Pounder	10 years	76.14	HR.
9082	Pothole Patcher, spray injection, truck mounted, single unit	12 years	66.04	HR.
9113	Rake, rock/Hydraulic Grapple	10 years	15.16	HR.

Class	Description	Estimated Life	Rate	UOM
9206	Reclaimer, Over 400 hp, 96" (teeth charged to project)	10 years	260.74	HR.
9207	Reclaimer, Under 400 hp (teeth charged to project)	10 years	231.02	HR.
9092	Retro-reflectometer	10 years	79.30	DAY
9355	Rock Box	10 years	SRL	DAYS
9114	Roto-tiller (attachment)	8 years	55.16	HR.
9133	Scraper, tow behind	10 years	SRL	HR.
9186	Screed, vib. strike-off	10 years	54.18	HR.
9440	SeaSnake Camera	10 years	SRL	HR.
9141	Sewer Cleaner	10 years	231.66	HR.
9241	Sewer Cleaner large, on trailer	10 years	21.70	HR.
9420	Shot Blaster, includes vacuum	5 years	1.92	HR
9142	Shredder, Dirt	10 years	375.40	HR.
9149	Sign Maker	10 years	35.76	HR.
9428	Sign Trailer, with auger and lift	10 years	12.30	HR
9414	Skid Steer Mounted Shoulder Machine	10 years	16.82	HR.
9096	Snow Blower, powered by engine, rotary plow, integral unit, used exclusively for snow plowing and uses motor fuel	10 years	237.22	HR.
9095	Snow Blower, rotary, hydraulic or PTO driven, does not use fuel (large intake of 85 inches or greater)	10 years	173.02	HR.
9094	Snow Blower, rotary, hydraulic or PTO driven, does not use fuel (small intake width of 84 inches or less)	10 years	50.30	HR.
9097	Snow Blower, rotary, powered by engine, uses fuel	10 years	335.36	HR.
9091	Snow Pusher	10 years	45.66	HR.
9111	Speed Monitor (all)	10 years	18.82	DAY
9349	Spreader, v-box insert, small, self-contained	8 years	51.92	HR.
9152	Stump Cutter, hydraulic	10 years	69.34	HR.
9150	Stump Cutter, self powered	10 years	45.70	HR.
9165	Survey Equip GPS Rover (used only on the local system)	6 years	15.62	HR.
9160	Survey Equip Total Station	10 years	44.68	HR.
9163	Survey Equipment Hub	10 years	14.78	HR.
9258	Sweeper, for roadway use only	5 years	80.82	HR.
9356	Sweeper, Lawn	10 years	SRL	HR.
9416	Temporary Portable Rumble Strips (6 strip set, may include carrier)	5 years	58.44	DAY
9287	Tracked Dump Truck	10 years	SRL	HR.
9266	Trailer, Hydraulic Dump, 15 ton or greater	10 years	SRL	HR.
9265	Trailer, Live Bottom (w/ conveyor)	7 years	SRL	HR.
9159	Transit, Laser	10 years	5.24	HR.
9426	Tree Shears, excavator attachment	5 years	65.14	HR



Committee: Finance & Human Resources Committee

Item Number:

Introduced By: Paula Schafer

Date Introduced: August 12, 2026

RELATING TO: Discussion and decision related to continuing a PILOT (Payment in lieu of taxes) agreement with St Vincent de Paul Society of Wisconsin for their location at 4476 S. 108th Street (Tax Key # 608-9995-013).

SUMMARY:

The original PILOT agreement with St Vincent de Paul was entered into in February 2015 beginning with tax year 2015, first payment due in 2016 and continuing for 5 years. There was an automatic extension of the agreement for an additional 5 years if SVDP did not provide a notice of termination prior to the initial termination. The additional 5 years ended with the 2024 tax year.

Finance reached out in fall 2025 inquiring about entering into a new agreement. We heard back from them in the beginning of 2026. There had been some staff turnover and the new Finance Director indicated they were interested in continuing with the agreement. This is voluntarily paid by St Vincent de Paul.

The city attorney has created the attached agreement and staff at St Vincent de Paul have reviewed it and are in agreement with the language. This agreement has no set expiration date and will begin with the 2026 tax year.

Recommend approving the PILOT agreement with St Vincent de Paul.

ATTACHMENTS: KEY ISSUES ☐ BACKGROUND ☐ RESOLUTION ☐ FISCAL NOTE ☐
MOTION ☐ OTHER ☒

ST. VINCENT DE PAUL SOCIETY OF MILWAUKEE
and THE CITY OF GREENFIELD
PILOT AGREEMENT

OWNER: ST. VINCENT DE PAUL SOCIETY OF MILWAUKEE
A Wisconsin Non-Stock Corporation

OWNER ADDRESS: 9601 W. Silver Spring Drive
Milwaukee, WI 53225

PROPERTY ADDRESS: 4476 S. 108th Street
Greenfield, WI 53228

PROPERTY PARCEL
IDENTIFICATION NO.: 608-9995-013

This agreement ("AGREEMENT") for payments in lieu of taxes ("PILOT") is made by and between St. Vincent de Paul Society of Milwaukee ("SVDP") and the City of Greenfield, a Wisconsin municipal corporation ("CITY") as of the date last executed by either party below.

WITNESSETH

WHEREAS, SVDP owns real property which is legally described in Exhibit A attached hereto (the "PROPERTY") which is Unit 2 of The Ridge Commercial Condominium Plat, and

WHEREAS, SVDP and CITY have each determined that it is in their best interests to enter into this AGREEMENT, with the AGREEMENT being subject to: (i) SVDP being the holder of legal title to the PROPERTY; and (ii) CITY determining that the PROPERTY is tax-exempt under SVDP's use, occupancy and ownership; and,

WHEREAS, CITY has determined that, under the facts and circumstances currently disclosed or known to the CITY and law currently existing, and under SVDP's intended ownership, occupancy and usage disclosed to the CITY, the PROPERTY qualifies for tax exemption under § 70.11(4), Wis., Stats., as of the effective date of this AGREEMENT; and,

WHEREAS, SVDP recognizes that, notwithstanding property tax-exempt status of the PROPERTY, valuable government services and benefits will be provided to it and to the PROPERTY, which services and benefits directly or indirectly relate to the public health, safety and welfare, and which include, but are not limited to fire and police protection, paved streets and

sidewalks, street lights and snow removal; and,

WHEREAS, SVDP wishes to make PILOT payments to CITY in recognition of those services and benefits referred to herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby acknowledge that the above recital clauses are true and correct and part of this AGREEMENT.

2. CITY SERVICES.

A. Services Typically Covered by Property Tax.

It is the parties' intent that CITY will provide public services to SVDP and the PROPERTY subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Such services and benefits include, but are not limited by specific enumeration herein, those typically covered by the property tax, such as fire and police protection, and on public streets, snow removal, street and sidewalk maintenance, and street lighting. CITY shall not have breached its obligations hereunder if it is prevented from providing benefits and/or services to SVDP or the PROPERTY because of typical *force majeure* reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), because of budgetary constraints, or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

B. Special Assessments, Special Charges and Fees.

Notwithstanding paragraph 2.A. or property tax-exempt status of the PROPERTY, SVDP understands that it may be subject to special charges, and special taxes as defined in § 74.01, Wis. Stats. (and as also referred to in Ch. 66, Wis, Stats.) and fees charged by CITY in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial and multi-family buildings within CITY. This provision shall not affect CITY's powers, consistent with the law, to determine the services

and benefits (other than those typically covered by the property tax) that shall be provided to the PROPERTY and/or similarly situated property pursuant to this paragraph 2.B. Nothing contained herein shall preclude SVDP from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes or fees.

3. PILOT PAYMENTS.

A. Calculation for 2025 and Subsequent Years.

In recognition of those services and benefits covered by paragraph 2.A. of this AGREEMENT, beginning in 2026, based on 2025 numbers, and until termination of this AGREEMENT, SVDP agrees to pay CITY an annual PILOT for the PROPERTY for each tax year (or portion thereof) during which SVDP owns the PROPERTY. **Because the effective date of this Agreement will be after the due date for the 2025 tax year, no PILOT payment is due under this Agreement in 2026 for the 2025 tax year. The first invoice under this Agreement will be sent in December, 2026. Notwithstanding the above, to the extent SVDP desires to make a PILOT payment in 2026 for services provided during the 2025 tax year, such PILOT would be the amount calculated below, namely \$24,628.03.**

The method to be used in determining the PILOT payment for the base year shall be the Value' of the PROPERTY, as determined by the CITY Assessor's office, divided by 1,000, and then multiplied by the CITY's Property Tax Rate for the year. In each subsequent year of the AGREEMENT, the PILOT shall be adjusted according to the CITY's Property Tax Rate for said year. If SVDP transfers or conveys the PROPERTY, the PILOT for that year will be prorated based upon the number of full months for which SVDP owned the PROPERTY.

As indicated above, the by-the-ordinance formula calculation is based upon using land acquisition and any/all building improvement values provided by SVDP and as evaluated through standard assessment practices by the City Assessor's Office as if the PROPERTY were taxable, to arrive at the following determinations for the 2025 tax year:

- Estimated assessed value of PROPERTY as of 1/1/25 = \$3,346,200;

- Apply City's 2025 Property Tax Rate of \$7.36 per \$1,000 of value;
- \$3,346,200 times Property Tax Rate of \$7.36/\$1,000 of value =

\$24,628.03 PILOT amount for 2025.

B. Payment Due Date.

PILOT payments for the tax year 2026 and subsequent years shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT payment was calculated, or (ii) if SVDP elects to pay in installments, according to the following schedule: 34% (thirty four percent) of the PILOT payment by January 31st, 33% (thirty three percent) of the PILOT by April 30th and 33% (thirty three percent) of the PILOT by June 30th for the year following the tax year for which the PILOT payment was calculated. SVDP shall be deemed to have elected to pay the PILOT payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT payment is due. The 2026 PILOT invoice will be sent in December, 2026, payable in 2027.

C. Use of PILOT Payment.

CITY may use and expend PILOT payments hereunder in such manner and for such purposes as CITY desires. The Finance Director shall treat all PILOT payments received by the CITY as general fund revenues and accounted for specifically in the "General Property Taxes" category (line 100-41320 on State Form C).

D. Voluntary PILOT's Waiver.

SVDP is bound to make the PILOT payments required hereunder only to the extent that monies are obtainable for such purpose. SVDP has a good faith duty to make affirmative steps to satisfy its PILOT obligations hereunder by including the PILOT amount in its financial planning process. The basis for entering into this PILOT agreement is the result of statements originally made by a SVDP representative at a 2/11/14 Plan Commission meeting and at a 4/2/14 Common Council public hearing for the Special Use needed as part of the SVDP proposal for this location.

4. **EXEMPT STATUS.**

CITY has determined that, since SVDP acquired the PROPERTY and uses it for the purposes described in SVDP's Property Tax Exemption Request, filed with CITY prior to the execution of this AGREEMENT, the PROPERTY is anticipated to continue to qualify for property tax exemption under Wisconsin law. SVDP understands and acknowledges that it remains responsible for completing all necessary prerequisites to obtaining the exemption. CITY reserves all rights under Wisconsin law to grant or deny SVDP's property tax exemption, as warranted by then-current law. CITY Assessor's Office may review and reconsider the PROPERTY's exempt status under §70.11, Wis, Stats., from time to time with the respective January 1 dates being the reference dates for those exemption reviews.

If for any reason, CITY determines that all or any portion of the PROPERTY does not qualify for exemption from property tax: (i) CITY shall provide written notice of such determination to SVDP no later than May 31, of that year; (ii) no PILOT payment shall be due under this AGREEMENT with respect to any year for which exemption, in full or in part, does not apply; (iii) if a PILOT payment has been paid for such tax years, CITY shall promptly refund such PILOT, payments or, at the option of CITY, offset such PILOT payments against any property taxes due on the PROPERTY, in which case CITY will treat such offset as having been made under protest; and (iv) the PROPERTY, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for that and any subsequent years for which an exemption has been determined not to apply. If SVDP disagrees with CITY's determination that the PROPERTY, or any part thereof, no longer qualifies for tax exemption, SVDP may challenge such determination by following any procedure provided under Wisconsin law.

5. TERM.

A. Termination of AGREEMENT.

This AGREEMENT shall terminate on the soonest of any of the following dates:

(i) The day before the respective January 1 of the year for which the CITY determines that the Property no longer qualifies for property tax exemption.

(ii) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property for the type of municipal services covered herein;

(iii) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the PROPERTY and other similarly situated property;

(iv) Upon a determination by SVDP that continuation of the AGREEMENT is not in the best interests of SVDP and after 30 days written notice to the CITY; or

(v) Upon a determination by the CITY that continuation of the AGREEMENT is not in the best interest of the CITY and after 30 days written notice to SVDP.

B. Payments Due and Payable at Termination Survive Termination.

Notwithstanding any termination of this AGREEMENT, SVDP shall continue to be liable to the CITY for all PILOT payments due and payable under this AGREEMENT until the effective date of termination hereof.

C. Term of Agreement.

This AGREEMENT shall continue for automatically renewing five-year terms unless terminated under sub 5 (a).

6. DOCUMENTS, INSPECTION, COOPERATION.

SVDP agrees to cooperate with CITY (including, but not limited to), the City Assessor's Office, the City Attorney's Office, and the City of Greenfield with respect to this AGREEMENT

by allowing inspections of the PROPERTY upon reasonable written request by CITY and such documents that CITY and SVDP may reasonably agree are relevant to exemption and valuation determinations. Notwithstanding the foregoing, CITY reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection, and information.

7. AMENDMENT.

This AGREEMENT may be modified and amended from time to time as CITY and SVDP shall mutually agree in writing, executed by both parties.

8. GOVERNING LAW.

The laws of the State of Wisconsin and ordinances and regulations of the City of Greenfield shall be the governing law with respect to this AGREEMENT.

9. AUTHORITY.

SVDP represents and warrants to CITY that its representative(s) executing this AGREEMENT has been duly authorized to so execute and to cause SVDP to enter this AGREEMENT. CITY represents to SVDP that CITY's Common Council has authorized CITY to enter this AGREEMENT pursuant to Common Council Ord.# 2534 (adopted 5/2/06).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by duly authorized representatives as of the date and year last executed by either party below.

CITY OF GREENFIELD

**ST. VINCENT DE PAUL SOCIETY OF
MILWAUKEE**

By: _____
Michael Nietzke, Mayor (Date)

By _____
(Date)

Attest: _____
Jennifer Goergen, Clerk (Date)

Attest: _____
(Date)

PACKETS FOR WEDNESDAY, 8 / 12 / 2026 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	7/10/2026	\$	1,745,990.88
AP CHECKS	7/17/2026	\$	1,397,346.36
AP CHECKS	7/24/2026	\$	225,797.42
AP CHECKS	7/31/2026	\$	1,869,118.53
WIRE TRANSFERS - JULY 2026		\$	4,623,887.40
P-CARDS - JUNE 2026		\$	176,375.05

TOTAL \$ 10,038,515.64

CC: PAULA

CC: FINANCE FOLDER

JUNE 2026
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$2,026,323.36	12/31/2001	variable		\$83.27	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$7,560,260.59	12/9/2014	variable			
Ehlers Investment Partnes X - ARPA	\$211,940.11					
Ehlers Investment Partnes X - 2022A X-3025	\$79,004.94					
Associated Bank Investments	\$7,096,005.84	3/15/2022	variable			
Totals	\$16,973,534.84				\$83.27	

LOCAL GOVERNMENT INVESTMENT POOL

June 2026 Statement

May Ending Balance	\$	46,954,977.01
1 Deposit (s) in June		179,486.90
0 Withdrawal(s) in June		-
June Earnings @ 3.67%		141,822.23
TOTAL	\$	47,276,286.14

Calculations as of 06/30/2026

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2025 ACTIVITY	2026 ORIGINAL BUDGET	2026 ACTIVITY THRU 06/30/26	REMAINING BUDGET
ESTIMATED REVENUES					
TAXES	TAXES	20,149,324	20,591,973	20,667,015	(75,042.00)
INTGOV	INTERGOVERNMENTAL	5,545,639	5,440,169	1,566,758	3,873,411.00
L&P	LICENSES AND PERMITS	832,264	994,150	532,801	461,349.00
FINES	FINES-FORFEITS-PENALTIES	878,538	810,500	504,157	306,343.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,603,413	2,145,600	1,135,973	1,009,627.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,715,425	1,578,556	717,967	860,589.00
MISC REV	MISCELLANEOUS REVENUE	846,367	628,207	306,384	321,823.00
OTH FIN	OTHER FINANCING SOURCES	80,000	1,839,768	214,700	1,625,068.00
TOTAL ESTIMATED REVENUES		32,650,970	34,028,923	25,645,755	8,383,168.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,562,047	4,537,798	2,293,289	2,244,509.00
PS	PUBLIC SAFETY	21,201,879	22,431,497	10,333,908	12,097,589.00
PW	PUBLIC WORKS	4,332,042	4,449,414	2,384,190	2,065,224.00
HHS	HEALTH AND HUMAN SERVICES	813,238	819,771	803,564	16,207.00
CRE	CULTURE, REC AND EDUCATION	1,367,940	1,548,798	625,339	923,459.00
PD	PLANNING AND DEVELOPMENT	205,688	226,645	102,868	123,777.00
OTHER	OTHER FINANCING SOURCES(USES)	70,000	15,000		15,000.00
TOTAL APPROPRIATIONS		32,552,834	34,028,923	16,543,158	17,485,765.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		98,136		9,102,597	9,102,597.00
BEGINNING FUND BALANCE		10,673,928	10,772,064	10,772,064	
ENDING FUND BALANCE		10,772,064	10,772,064	19,874,661	

ACCOUNT CLASSIFICAT AND FUNCTION	DESCRIPTION	2025 ACTIVITY	2026 ORIGINAL BUDGET	2026 ACTIVITY THRU 07/31/26	REMAINING BUDGET
ESTIMATED REVENUES					
TAXES	TAXES	20,149,324	20,591,973	20,667,015	(75,042.00)
INTGOV	INTERGOVERNMENTAL	5,545,639	5,440,169	3,235,008	2,205,161.00
L&P	LICENSES AND PERMITS	832,264	994,150	577,448	416,702.00
FINES	FINES-FORFEITS-PENALTIES	878,538	810,500	576,941	233,559.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,603,413	2,145,600	1,341,429	804,171.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,715,425	1,578,556	781,920	796,636.00
MISC REV	MISCELLANEOUS REVENUE	846,367	628,207	372,196	256,011.00
OTH FIN	OTHER FINANCING SOURCES	80,000	1,839,768	337,717	1,502,051.00
TOTAL ESTIMATED REVENUES		32,650,970	34,028,923	27,889,674	6,139,249.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	4,562,047	4,537,798	2,722,008	1,815,790.00
PS	PUBLIC SAFETY	21,201,879	22,431,497	12,527,650	9,903,847.00
PW	PUBLIC WORKS	4,332,042	4,449,414	2,858,249	1,591,165.00
HHS	HEALTH AND HUMAN SERVICES	813,238	819,771	803,574	16,197.00
CRE	CULTURE, REC AND EDUCATION	1,367,940	1,548,798	853,488	695,310.00
PD	PLANNING AND DEVELOPMENT	205,688	226,645	126,636	100,009.00
OTHER	OTHER FINANCING SOURCES (USES)	70,000	15,000	15,000	
TOTAL APPROPRIATIONS		32,552,834	34,028,923	19,906,605	14,122,318.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		98,136		7,983,069	7,983,069.00
BEGINNING FUND BALANCE		10,673,928	10,772,064	10,772,064	
ENDING FUND BALANCE		10,772,064	10,772,064	18,755,133	