



COMMON COUNCIL MEETING AGENDA

Tuesday, May 5, 2020 - 7:00 PM

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the Zoom platform with each member accessing the meeting remotely as detailed below.

Public comments will be accepted in writing only.

Public comments should be directed at least 2 hours prior to the meeting to the City Clerk's Office in advance by email at clerkdept@greenfieldwi.us or by leaving a written public comment addressed to the intended committee in the drop box at City Hall, 7325 W. Forest Home Ave., Greenfield, by 5:30 p.m. on the day of the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the method identified below upon at least two hours' notice. Notice can be given to the City Clerk's Office at 414-329-5219.

To register to attend the meeting, please go to:

https://zoom.us/webinar/register/WN_MaQ9XbVnQtmiHBPuCT6ILw

Please contact the City Clerk's office at 414-329-5219 if you do not have access to a computer to register for the meeting.

Recordings of the meeting will also be placed on the City's YouTube Account after the meeting.

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the April 21, 2020 Common Council minutes
- E. Mayor's Report
 - 1. Appointment of Weed Commissioners
 - 2. Discussion/decision regarding 4th of July parade and fireworks.

3. Approve resolution ratifying Mayoral COVID-19 Emergency Proclamation Number 5 (Sajdak)
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Old Business
 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Review for a term to expire 5/1/21 (formerly Gregory Krog)
 - ii. One alternate member to the Board of Review for a term to expire 5/1/25 (newly created position)
 - iii. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt)
 - iv. One member to the Zoning Board of Appeals for a term to expire 5/1/23 (formerly Don Kopp)
 - b. Mayor appointments:
 - i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)
- J. New Business
 1. Award bid for publishing legal notices (Goergen)
 2. Discussion and decision to accept a grant from the Milwaukee Metropolitan Sewerage District to fund the planting of Street Trees (Neighborhood Services)
 3. Discussion and decision regarding a request to construct a new private fence in a permanent City utility easement in the rear yard of Jewel A. Stern, 4616 W Wilbur Ave, Greenfield, WI 53220, Tax Key No. 555-1194-000 (Neighborhood Services)
 4. Approval of mileage reimbursements in the amount of \$112.36
 5. Approval of schedules of disbursements in the amount of \$778,172.96
 6. Investments and reinvestments
- K. Items for future agenda
- L. 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, Greenfield Police Department from the main entrance and Greenfield Fire Department, Station #2, from the main entrance.

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ____

A RESOLUTION RATIFYING MAYORAL
COVID-19 EMERGENCY PROCLAMATION NUMBER 5

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 17, 2020, the City of Greenfield declared a local state of emergency; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency which has certain impacts on the operations of the City; and

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Coronavirus Response Act ("FFCRA"), which expands the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act), and creates a paid sick leave entitlement for certain eligible employees (Emergency Paid Sick Leave Act); and

WHEREAS, in response to the difficulty obtaining personal protective equipment and other supplies, Mayor Neitzke issued COVID-19 Emergency Proclamation No. 5 Executing an Intergovernmental Agreement Related to Group Purchases of PPE During the City's Health Emergency in Response to the Coronavirus Disease 2019(COVID-19); and

WHEREAS, pursuant to Wis. Stat. § 323.14(4)(b), this Proclamation is subject to ratification, alteration, modification or repeal by the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield that COVID-19 Emergency Proclamation No. 5 Executing an Intergovernmental Agreement Related to Group Purchases of PPE During the City's Health Emergency in Response to the Coronavirus Disease 2019(COVID-19) is hereby ratified in its entirety.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 5th day of May, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

EMERGENCY PROCLAMATION NO. 5

A PROCLAMATION EXECUTING AN INTERGOVERNMENTAL AGREEMENT
RELATED TO GROUP PURCHASES OF PPE DURING THE CITY'S HEALTH
EMERGENCY IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, on March 17, 2020, the Common Council of the City of Greenfield declared the existence of a public health emergency based upon the existence of COVID-19, a novel strain of the coronavirus; and

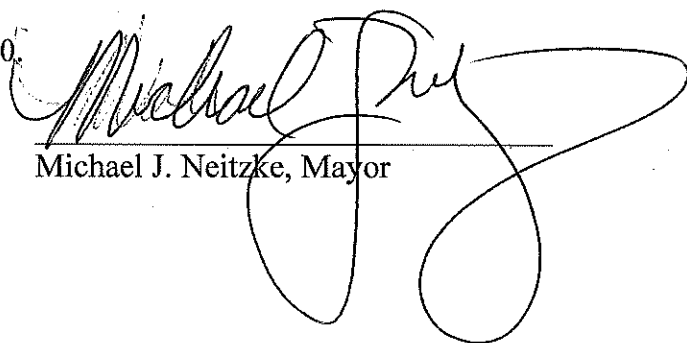
WHEREAS, the Milwaukee ICC has prepared an intergovernmental agreement allowing for all Milwaukee County municipalities to jointly purchase PPE to aid in the acquisition of hard to locate items; and

WHEREAS, Wis. Stat. § 323.14(4)(b) authorizes the mayor, as chief executive officer of the City, to exercise by proclamation all of the powers conferred upon the governing body that appear necessary and expedient for the health, safety, protection, and welfare of persons and property within the City;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Michael J. Neitzke, Mayor of the City of Greenfield, Wisconsin, on behalf of all of the Citizens of Greenfield and the staff of City government, hereby declare, as follows:

1. I authorize and execute the Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment in the form as attached.

Dated this 23rd day of April, 2020.



Michael J. Neitzke, Mayor

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PROCURING
PERSONAL PROTECTION EQUIPMENT AND OTHER NECESSARY
SANITATION AND MEDICAL SUPPLIES IN RESPONSE
TO THE COVID-19 PUBLIC HEALTH EMERGENCY**

This Intergovernmental Cooperation Agreement, ("Agreement"), is entered into respectively as of the date signed by the respective parties each with proper authorization to execute this Agreement, (herein referred to collectively as "the Parties" and individually as "a Party"), and is made pursuant to Wis. Stat. § 66.0301.

WHEREAS, each Party recognizes that combining efforts to procure Personal Protective Equipment (PPE), Sanitation Supplies and Medical Supplies during the current public health emergency brought on by the COVID-19 pandemic promotes cost effective and efficient use of public resources; and

WHEREAS, the Parties have specifically identified that combining procurement efforts will mutually benefit the communities they serve by increasing the likelihood of successful procurement requests and decreasing costs; and

WHEREAS, the Parties desire to enter into this Agreement to establish procedures for requesting, assigning, distributing, and funding PPE, Sanitation, and Medical procurement, as well as for defining their respective relative rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The terms of this Agreement are made pursuant to Wis. Stat. § 66.0301.
2. Definitions:
 - a) "Fiscal Agent" is Milwaukee County.
 - b) "Medical Supplies" means thermometers, other medical devices, and medications that a party desires the Procurement Team to acquire during the current Public Health Emergency.
 - c) "Order" means a request by the Fiscal Agent to a third party to acquire PPE, Medical Supplies or Sanitation Supplies.
 - d) "Personal Protection Equipment (PPE)" means N95 masks/respirators, surgical masks (standard disposable), KN95 respirators, latex gloves, isolation gowns, shoe/boot coverings, face shields, eye protection and other equipment that a party desires the Procurement Team to acquire during the current Public Health Emergency.

- e) "Priority Formula" shall be the formula utilized by the Procurement Team to determine the Ordering and disbursement of PPE, Medical Supplies and/or Sanitation Supplies and is attached hereto as Exhibit A and incorporated herein.
 - f) "Procurement Requests" are requests from a Designated Representative to the Procurement Team Liaison to be included in the next Order.
 - g) "Sanitation Supplies" means toilet paper, paper towels, hand sanitizer, disinfectant sprays (bleach based or otherwise), disinfecting wipes and other supplies that a party desires the Procurement Team to acquire during the current Public Health Emergency.
 - h) Procurement Team is a committee of individuals that each party appoints to administer this Agreement. The Procurement Team members shall have experience in procurement, purchasing and qualifying vendors. Each party shall appoint one person to serve on the Procurement Team. The Procurement Team shall select one individual to serve as a Liaison (hereinafter referred to as the "Liaison") to the parties and to the Fiscal Agent.
3. The parties hereby grant the Procurement Team the authority to administer this Agreement only where such authority is explicitly given to the Procurement Team.
 4. Each party shall appoint one representative who shall have authority to make purchase requests for PPE, Sanitation Supplies, and/or Medical Supplies ("Designated Representative"). Each Party shall notify the Liaison in writing of its Designated Representative and shall include:
 - a) The Designated Representative's name, office address, office phone number, email address and mobile phone number (must accept text messages).
 5. The Procurement Team shall maintain one centralized database ("Database") that is accessible online to each Designated Representative. The database shall include the following information:
 - a) Current inventory of PPE, Sanitation Supplies, and Medical Supplies of received by the Procurement Team (to be updated by Liaison)
 - b) Current inventory of PPE, Sanitation Supplies, and Medical Supplies of each party, by department (to be updated by each Designated Representative)
 - c) Current projection of 7 day, 14 day, 21 day, and 21+ day projection of needs for PPE, Sanitation Supplies, and Medical Supplies.

- d) Pending Orders made by the Fiscal Agent to suppliers including anticipated delivery date (to be maintained by Fiscal Agent)
 - e) Procurement requests made by parties awaiting inclusion in an Order (to be maintained by Liaison)
6. The Fiscal Agent shall make purchases of PPE, Medical Supplies, and/or Sanitation Supplies as directed by the Liaison. The Procurement Team shall use its best efforts when assembling Orders to combine Procurement Requests made by parties. All Procurement Requests may not be included in an Order. The Procurement Team will determine which Procurement Requests to include in an Order in its discretion and considering existing market forces and the Priority Formula. The Procurement Team shall use best efforts when assembling Orders to ensure that said Orders qualify for any federal or state grant reimbursement when possible.
7. The PPE, Medical Supplies, and Sanitation Supplies purchased by Fiscal Agent shall be received and housed by the City of West Allis until such time that they are distributed to requesting parties. The City of West Allis shall be responsible for any losses that occur while storing any PPE, Medical Supplies, and Sanitation Supplies. The Liaison will coordinate pick-up of supplies with a West Allis representative and a Designated Representative.
8. Procurement Requests shall be made by a Designated Representative to the Liaison in writing, on a form provided by the Procurement Team. Each request shall include the type of PPE, Medical Supplies, and/or Sanitation Supplies requested, the quantity of each item, and an itemization of the department/staff that will be receiving the requested items. The Liaison shall confirm receipt of the request and provide the Designated Representative with a quote for the cost of the request. The Procurement Team shall establish a per-unit price for each item acquired, by dividing the total cost by the number of such items acquired, so that each party pays the same price per unit. The Designated Representative shall respond in writing whether to proceed with the request within two hours of the Liaison sending the quote. If the Designated representative does not respond to the quote within two hours, the Procurement Request may not be included in the next Order. If a Procurement Request is included in an Order, the Fiscal Agent shall communicate payment terms to each requesting party, and each party shall comply with said terms prior to the supplies being released to the requesting party. Each party is obligated by this agreement to pay no more and no less than the actual cost of PPE, Medical Supplies, and/or Sanitation Supplies that party receives based on that member's Procurement Requests subject to any administrative costs shared by the parties pursuant to Paragraph 12. The Procurement Team and Fiscal agent shall use best efforts in ensuring that all Orders and purchases qualify for any state and federal grant reimbursement funds.
9. This is not an agreement to exclusively purchase the subject goods under this Agreement. The parties may choose to purchase PPE, Sanitation Supplies,

and Medical Supplies through alternative means without cooperation or permission from the Procurement Team or any other party at any time.

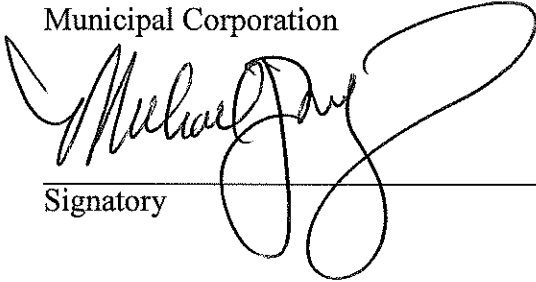
10. Each party is responsible for its own application for any monetary grant or reimbursement offered through federal, state, governmental or other sources. Each party that receives such a grant or reimbursement shall retain it. However, upon written agreement by a party, the Fiscal Agent may apply for a monetary grant or reimbursement on behalf of that party. Each party applying for its own monetary grant or reimbursement shall use its best efforts to include administrative costs (as defined in Paragraph 12) in such application and shall work with Fiscal Agent to track and define such administrative costs.
11. Each party shall direct its respective representatives on the Procurement Team to act in accordance with this Agreement.
12. The Fiscal Agent will be responsible for the receipt, inventory, order fulfillment, bookkeeping and delivery of PPE, Sanitation Supplies, and Medical Supplies to all parties. The Fiscal Agent shall use best efforts to secure reimbursement for administrative costs associated with the foregoing activities through federal or state grants. Should grant funds be denied, the Fiscal Agent shall invoice each party for its share of the any such administrative costs paid to third parties. Administrative costs means monies paid to third parties or costs otherwise incurred by the Fiscal Agent to assist in the administration of the Fiscal Agent's duties under this Agreement, examples of which include: bank fees and interest, storage fees, shipping fees not already included in an Order and Fiscal Agent staff time dedicated to procurement, bookkeeping, inventory tracking and related activities hereunder.
13. Each Party shall be solely responsible for the acts or omissions of its own employees under this Agreement. Any employee providing services under this Agreement shall be considered to be acting under the scope employment of his or her employer, shall be considered to be the employee of his or her employer, and shall be covered by his or her employer for any and all fringe or other benefits and any liability.
14. The Parties agree to hold each other harmless solely for its acts or omissions under this Agreement. The parties shall hold harmless the members of the Procurement Team. In the event a loss occurs, the Fiscal Agent shall pursue any legal remedies on behalf of the parties and the parties shall share in any loss proportionately.
15. The Parties acknowledge that numerous parties to this Agreement are governmental entities entitled to various defenses, immunities, or limitations under the law nothing contained herein is intended as a waiver of any defenses, immunities, or limitations to which they are entitled pursuant to

statutory or common law.

16. A Party may terminate its participation in this Agreement by providing thirty days written notice to the other parties. However, any terminating party will remain obligated to pay for its own Procurement Requests that have been included in Orders and its share of administrative costs under Paragraph 12. The Agreement shall remain in effect as to non-terminating parties. This Agreement shall terminate when the current public health emergency, as Declared by the State of Wisconsin, expires, unless otherwise extended upon the mutual agreement of two or more parties.
17. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the Parties with respect to the subject matter referred to herein and may not be amended except in writing. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one in the same document.
18. This Agreement shall take effect upon execution by the Fiscal Agent and at least one other party. Additional parties may sign on to this Agreement after initial execution unless objected to by existing signatories unanimously.

This signatory certifies that this Intergovernmental Cooperation Agreement has been adopted and approved by resolution or other manner approved and allowed by law.

CITY OF GREENFIELD
Municipal Corporation


Signatory

4/27/2020
Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

Other Entity (i.e. North Shore Health)

Signatory

Date

Other Entity (i.e. North Shore Health)

Signatory

Date



Committee: Common Council

Item Number: J1

Introduced By: Clerk's Office

Date Introduced: May 5, 2020

RELATING TO: Award bid for publishing legal notices

SUMMARY:

As required by 985.06 Wis. Stats. the bid received for publishing council proceedings and the City's legal notices was opened May 5, 2020 in the presence of the Mayor and City Clerk.

One bid was received from Gannett/Milwaukee Journal Sentinel for publication in the Southwest Now (Now Newspapers).

A scan of the bid is provided. All fees have increased this year. The reason provided is Now Publications recertified for a 6 point font vs. 8 point font with the State. This allows more per line, which explains the increase in rate, but in essence costs remain the same when comparing the 8 point font to the smaller 6 point font. The publication rates proposed are as follows:

Council proceedings/legal notices:

1 st insertion per line	\$ <u>0.9382</u>	(.21 increase-previously .7282)
2 nd insertion per line	\$ <u>0.7411</u>	(.17 increase-previously .5752)

**Display ads, sample ballots and
other matter set in a display format**

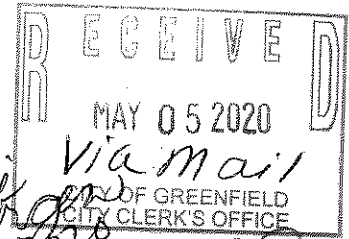
1 st insertion per column inch	\$ <u>13.13</u>	(5.85 increase-previously \$7.28)
2 nd insertion per column inch	\$ <u>10.37</u>	(4.62 increase-previously \$5.75)

RECOMMENDATION: Award the bid for publishing of council proceedings, legal notices and matter set in a display format to Gannet/Now Newspapers (Southwest Now) based on the bid submitted and designate Southwest Now as the City's official newspaper. (We have no other choice.)

CC Agenda Form for Agenda Item Placement 200505.doc

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

CITY OF GREENFIELD
City Clerk's Office
7325 West Forest Home Avenue
Greenfield, WI 53220



PROPOSAL REGARDING: Legal Publications

In accordance with Section 985.06 of the Wisconsin Statutes, sealed bids and proposals will be received until **12 noon on Tuesday, May 5, 2020** in the Office of the City Clerk, Greenfield City Hall, 7325 West Forest Home Avenue, for the following:

THE COST OF PUBLISHING:

a. Council proceedings

1st insertion per line \$.9382
2nd insertion per line \$.7411

b. City legal notices

1st insertion per line \$.9382
2nd insertion per line \$.7411

c. Display ads, sample ballots and other matter set in a display format

1st insertion per column inch \$ 13.13
2nd insertion per column inch \$ 10.37

Signature [Signature]

Title Director- Public Notices

Company Name Southwest NOW

Address PO Box 23430

City, State, Zip Green Bay, WI 54305

Date 3/23/2020

Clerk's Office
Proposal Document for Official Newspaper 201505.doc



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 5, 2020

RELATING TO:

Discussion and decision **to accept a grant from the Milwaukee Metropolitan Sewerage District to fund the planting of Street Trees.**

SUMMARY:

The City of Greenfield has been awarded a grant in the amount of \$170,211 to plant street trees.

The grant will pay 100% of the cost with no local match required.

RECOMMENDATION:

Accept a grant from the Milwaukee Metropolitan Sewerage District in the amount of \$170,211 to fund the planting of Street Trees.

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



Green Solutions Funding Agreement G98005P48

2020 Tree Planting Program

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Greenfield (Greenfield), 7325 West Forest Home Avenue, Greenfield, Wisconsin 53220.

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District wants to expedite the amount of green infrastructure installed in its service area.
- G. Greenfield plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when Greenfield receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse Greenfield for the cost of the project described in the attached project description (project), up to \$170,211. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

5. Location of Project

The project will plant trees in various public locations, as described in the project description.

6. Baseline Report

After completion of the project, Greenfield will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, showing the project as completed;
- B. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Greenfield's employees, contractors, consultants, and volunteers.

7. Procedure for Payment

Greenfield will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

Greenfield will send the Baseline Report and the invoice to:

Andrew Kaminski, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless Greenfield obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

10. Project Maintenance

Greenfield will maintain the Project for at least eleven years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then Greenfield will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make Greenfield ineligible for future District funding until Greenfield corrects maintenance problems.

11. Permits, Certificates, and Licenses

The Greenfield is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

Greenfield must select professional service providers according to the ordinances and policies of Greenfield. Greenfield must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of Greenfield. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and Greenfield must provide an opinion from a licensed attorney representing Greenfield explaining why the procurement complies with State of Wisconsin law and the ordinances of Greenfield.

13. Responsibility for Work, Insurance, and Indemnification

Greenfield is solely responsible for planning, design, construction, and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

Greenfield is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District will not provide any insurance coverage of any kind for the Project or the Greenfield.

Greenfield will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by Greenfield. Greenfield may terminate this Agreement at any time, but Greenfield will not receive any payment from the District if Greenfield does not complete the Project.

15. Maintenance Covenant

After the completion of construction, the District must receive a Maintenance Covenant from Greenfield. The Maintenance Covenant will be limited to the Project. The term of the Maintenance Covenant will be eleven years. Greenfield will cooperate with the District to prepare the Maintenance Covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between Greenfield and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

21. Independence of the Parties

This Agreement does not create a partnership. Greenfield does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

Greenfield may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

Greenfield will produce any records in the possession of Greenfield that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Greenfield will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF GREENFIELD

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Michael J. Neitzke
Mayor

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

Green Solutions Funding Agreement G98005P48

2020 Tree Planting Program

Project Description

Greenfield will plant approximately 590 stormwater trees in various locations throughout the City of Greenfield to reduce stormwater runoff. The types of trees planted may include: European Alder, Autumn Brilliance Serviceberry, Autumn Gold Ginkgo, River Birch, Espresso Kentucky Coffee, Prairie Pride Hackberry, Skyline Honeylocust and appropriate other species. The trees will be 1 ½ - 2 inches in diameter, with a two-year contractor warranty. Greenfield's contracted City Forester will make regular inspections of all planting sites and necessary tree maintenance and staking beyond the contractor warranty will be performed by the City of Greenfield.

Greenfield will plant trees at the following locations, all located in the public right-of-way:

- S. 27th St – W. Grange Ave to W. Howard Ave
- S. 82nd St – S. 81st St to 1000' west/south
- S. 94th St – W. Waterford Ave to W. Cold Spring Rd
- W. Waterford Ave – S. 94th St to S. 92nd St
- W. Morgan Ave – W. Forest Home Ave to S. 43rd St
- W. Ramsey Ave – S. 43rd St to S. 27th St
- Neighborhood in vicinity of S. 35th St and W. Mangold Ave
- Neighborhood in vicinity of S. 37th St and W. Holmes Ave
- Neighborhood in vicinity of S. 58th St and W. Abbott Ave
- Neighborhood in vicinity of S. 70th St and W. Plainfield Ave
- Neighborhood in vicinity of S. 86th St and W. Whitaker Ave
- Neighborhood in vicinity of S. 96th St and W. Van Beck Ave
- Neighborhood in vicinity of S. 118th St and W. Van Beck Ave
- Neighborhood in vicinity of W. Wanda Ave and S. Melinda St

The 590 new trees will capture approximately 14,750 gallons of stormwater.

Schedule

Planning: March-April 2020

Bidding: May 2020

Installation: September-November 2020

Budget

ITEM	QTY	UNIT	UNIT PRICE	TOTAL
Stormwater Tree	590	EACH	\$ 275	\$ 162,250
Engineering & Inspection (approx. 5%)				\$ 7,961
Project Total:				\$ 170,211

Outreach and Education

Greenfield will promote this project through posts on social media and Greenfield's website. The resident closest to each tree will receive a letter explaining the storm water benefits of the tree. Greenfield will encourage nearby residents to periodically water the trees for the first year until the trees are established.



Common Council Meeting

Introduced By: Department of Neighborhood Services (Tamblyn)

Date Introduced: May 5, 2020

RELATING TO:

Discussion and decision regarding a request to construct a new private fence in a permanent City utility easement in the rear yard of Jewel A. Stern, 4616 W Wilbur Ave, Greenfield, WI 53220, Tax Key No. 555-1194-000

SUMMARY:

The City received a request to construct a private fence in a permanent City utility easement.

Prior to permitting the installation of said fence, the City requires applicant to enter into an agreement to address certain terms and conditions related to the placement of said fence in said permanent City utility easement. A draft copy of the agreement is attached.

Applicant is required to pay \$30 to cover the Register of Deeds recording fee. There are no other anticipated costs associated with this agreement

RECOMMENDATION:

Approve agreement.

Note for Clerk:

Engineering has original agreement. Once approved, Engineering will obtain final signatures and start recording process.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER X draft agreement

**STERN FENCE
AGREEMENT**

This Agreement made this _____ day of _____, 2020, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**" and **Jewel A. Stern**, 4616 West Wilbur Avenue, Greenfield, WI 53220, hereinafter called "**OWNER**".

WHEREAS, **OWNER** is the current property owner of 4616 West Wilbur Avenue, legally described as follows, to-wit:

Lot 12, Block 2, of Town View, a recorded subdivision, being a part of the Southeast 1/4 of Section 14, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

commonly known as Tax Key No. 555-1194-000, and which real estate is subject to a '10 foot permanent utility easement', recorded July 3, 1941 on Document No. 2329592; and

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

555-1194-000

Tax Key No.

WHEREAS, **OWNER** has asked for permission to construct a new private fence within the limits of said permanent utility easement on the above described parcel of land; and

WHEREAS, the **CITY**, at its _____, 2020 Common Council meeting have approved said request and authorized the same.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be derived by the parties, **CITY** and **OWNER** agree as follows:

1. **CITY** hereby grants **OWNER** the authority and permission to construct, install and maintain a private fence in said permanent utility easement, as shown on Exhibit A.
2. Prior to the installation of said fence, **OWNER** shall obtain a building permit for said installation.
3. All expense of construction, maintenance and removal of said private fence shall be paid by **OWNER**, their successors, heirs and assigns.
4. **OWNER** acknowledges that they will contact Diggers Hotline prior to said fence installation and will coordinate fence post-hole excavation as needed with **CITY** to ensure that **CITY** utilities in said permanent utility easement are not bored into/through as part of fence post-hole excavation.

5. **OWNER** acknowledges that if/where the fence crosses an existing drainage swale, that the base of the fence may not block or dam existing drainage patterns and that the bottom of the fence in those areas may need to be several inches above grade to allow for the positive flow of storm water through the easement area.

6. **OWNER** shall maintain the private fence in good condition. Should it deteriorate, need repair, or create a hazard, **OWNER** agrees to remedy said condition(s) to the satisfaction of **CITY**, at **OWNER** expense, or remove said private fence and restore the area at **OWNER** expense.

7. **OWNER** shall not have or obtain any legal rights to said permanent utility easement by virtue of such construction, installation or maintenance, expenditure of money or usage. **CITY** may at any time proceed or permit grading, utility installation, repair, maintenance and/or reconstruction in said permanent utility easement without being obligated to **OWNER** in any way and without any compensation to **OWNER** for said private fence.

8. If so ordered, **OWNER** agrees to remove said private fence within thirty (30) days of written notice by **CITY** at **OWNER** expense. If not removed by **OWNER** within thirty (30) days of written notice, **CITY** can remove and charge **OWNER** for the removal cost.

9. That in conjunction with the construction, installation and maintenance of said private fence by **OWNER** within said permanent utility easement, **OWNER** will assume all liability for any damage to **CITY** facilities in said permanent utility easement. **OWNER** will indemnify and hold the **CITY** harmless from any claims for personal injuries or property damage caused by **OWNER** arising out of the construction, installation or maintenance by **OWNER** of said private fence and attached deck within said permanent utility easement.

10. It is mutually agreed that all terms and conditions pertaining to this request, approval, and agreement as imposed by the **CITY** Board of Public Works and Common Council, as set forth in their official minutes are also made a part hereof by reference as though fully set forth herein.

11. Both parties mutually agree that this agreement and covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2020.

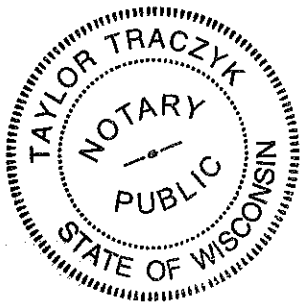
[Signatures appear on following pages]

OWNER

Jewel A. Stern
Jewel A. Stern

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this 25 day of March, 2020, the above named Jewel A. Stern, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



State:
Wisconsin
county:
Waukesha

Taylor Traczyk Waukesha county
Notary Public, Milwaukee County, Wisconsin
Taylor Traczyk
Printed name

My Commission Expires: August 19, 2023

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

Approved as to Form: _____
Brian C. Sajdak, City Attorney

This Instrument was drafted by Jeffrey S. Tamblyn, City of Greenfield Engineering Division.

EXHIBIT A

10 FOOT
PERMANENT
UTILITY
EASEMENT

PROPOSED
FENCE

555-1194-000
#4616

WEST

WILBUR

AVENUE

FIHR 4/29 was cancelled & moved to CC 5/5/20

PACKETS FOR WEDNESDAY, 04 / 29 / 2020 FINANCE MEETING
(MEETING CANCELLED) NOW DIRECT TO COMMON COUNCIL

AP DISBURSEMENT SCHEDULES:

AP CHECKS	4/17/2020	\$	215,949.81
AP CHECKS	4/24/2020	\$	562,223.15

\$

TOTAL \$ 778,172.96

CC: PAULA

CC; FINANCE FOLDER

MARCH 2020
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$1,530,867.88	12/31/2001	variable		\$195.03	21901270
Money Mkt/BMO Harris Bank	\$511,105.17	6/28/2011	variable		\$97.89	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,542,642.68	12/9/2014	variable			
Associated Bank Investments	\$6,451,085.74	12/10/2014	variable			
Totals	\$15,035,701.47				\$292.92	

LOCAL GOVERNMENT INVESTMENT POOL

March 2020 Statement

February Ending Balance	\$	22,794,836.21
1 Deposit (s) in March		1,794,044.54
1 Withdrawal(s) in March		81,792.45
March Interest Earnings @ 1.14%		22,410.06
TOTAL	\$	24,529,498.36