



BOARD OF PUBLIC WORKS MEETING AGENDA

Tuesday, May 25, 2021 - 6:30 PM

At 7:00 p.m. or such later time as required to enter session upon call to order for the purpose of meeting concurrently with the Common Council upon the subject matter listed at Item B.1. below.

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 4:30 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:

[Board of Public Works Zoom Meeting](#)

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.

1. Meeting Called to Order
2. Roll Call
3. Approval of the February 23, 2021 Meeting Minutes
4. Citizen Commentary
5. Discussion and decision to award a contract for the project 2114 Tree Planting Program to Dan Larsen Landscaping in the amount of \$149,900.00.

6. Discussion and decision to approve an agreement allowing construction of a private fence in a permanent City drainage easement in the side yard of Nicholas and Amber Marasco, 4810 W Edgerton Ave.
7. Discussion and decision to accept a grant from the Milwaukee Metropolitan Sewerage District to fund the planting of Street Trees.
8. Discussion and decision to approve a Tree Maintenance Covenant with Milwaukee Metropolitan Sewerage Commission.
9. Discussion and decision to approve an ordinance to repeal and recreate Chapter 31 of the Greenfield Municipal Code relating to Construction Site Erosion and Sediment Control.
10. Discussion and decision to approve an ordinance to repeal and recreate section 3.12(5)(b) of the Municipal code relating to erosion control permits.
11. Discussion and decision to approve the Pavement Improvement Plan 2021 Update.
12. Discussion and decision to adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2020 Compliance Maintenance Annual Report (CMAR).
13. Superintendent of Public Works Report
14. Other Topics for future agendas
15. Adjournment

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances, Greenfield Police Department from the main entrance and Greenfield Fire Department, Station #2, from the main entrance.

Notice is given that a majority of members of the Greenfield Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Bd., though the Common Council will not take formal action at this meeting except as otherwise publicly noticed.



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision to **award a contract for the project 2114 Tree Planting Program to Dan Larsen Landscaping in the amount of \$ 149,900.00.**

SUMMARY:

On May 19, 2021, bids were opened for the project 2114 Tree Planting Program. The results are as follows:

Contractor	Amount
-----	-----
Dan Larsen Landscaping	\$ 149,900.00

FINANCIAL:

This project is fully funded by a grant. The winning bid is below our estimate and consistent with prior years costs.

RECOMMENDATION:

Award a contract for the project 2114 Tree Planting Program to Dan Larsen Landscaping in the amount of \$ 146,965.00.

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



Common Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision to **approve an agreement allowing construction of a private fence in a permanent City drainage easement in the side yard of Nicholas and Amber Marasco, 4810 W Edgerton Ave.**

SUMMARY:

The City received a request from Nicholas and Amber Marasco, 4810 W Edgerton Ave, Tax Key No. 620-9950-008 to construct a private fence in a permanent City drainage 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 drainage 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 an agreement allowing construction of a private fence in a permanent City drainage easement in the side yard of Nicholas and Amber Marasco, 4810 W Edgerton Ave.

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

MARASCO FENCE AGREEMENT

This Agreement made this _____ day of _____, 2021, 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 **NICHOLAS A & AMBER R MARASCO**, 4810 West Edgerton Avenue, Greenfield, WI 53220, hereinafter called "**OWNER**".

WHEREAS, **OWNER** is the current property owner of 4810 West Edgerton Avenue, legally described as follows, to-wit:

Parcel 3 of Certified Survey Map No. 2090, being a part of the Northeast 1/4 of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

commonly known as Tax Key No. 620-9950-008, and which real estate is subject to a 15 foot CITY permanent drainage easement, recorded May 14th, 1973 on Document No. 4759951, and

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

WHEREAS, the **CITY**, at its _____, 2021 Board of Public Works meeting and at its _____, 2021 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 drainage 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 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.
5. **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.

Return to:

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

_____ 620-9950-008 _____

Tax Key No.

6. **OWNER** shall not have or obtain any legal rights to said permanent drainage 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 drainage easement without being obligated to **OWNER** in any way and without any compensation to **OWNER** for said private fence.

7. 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.

8. That in conjunction with the construction, installation and maintenance of said private fence by **OWNER** within said permanent drainage easement, **OWNER** will assume all liability for any damage to **CITY** facilities in said permanent drainage 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 within said permanent drainage easement.

9. 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.

10. 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 _____, 2021.

[Signatures appear on following pages]

OWNER

Nicholas A. Marasco

Amber R. Marasco

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me, this _____ day of _____, 2021, the above named Nicholas A. and Amber R. Marasco, Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me, this _____ day of _____, 2021, 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

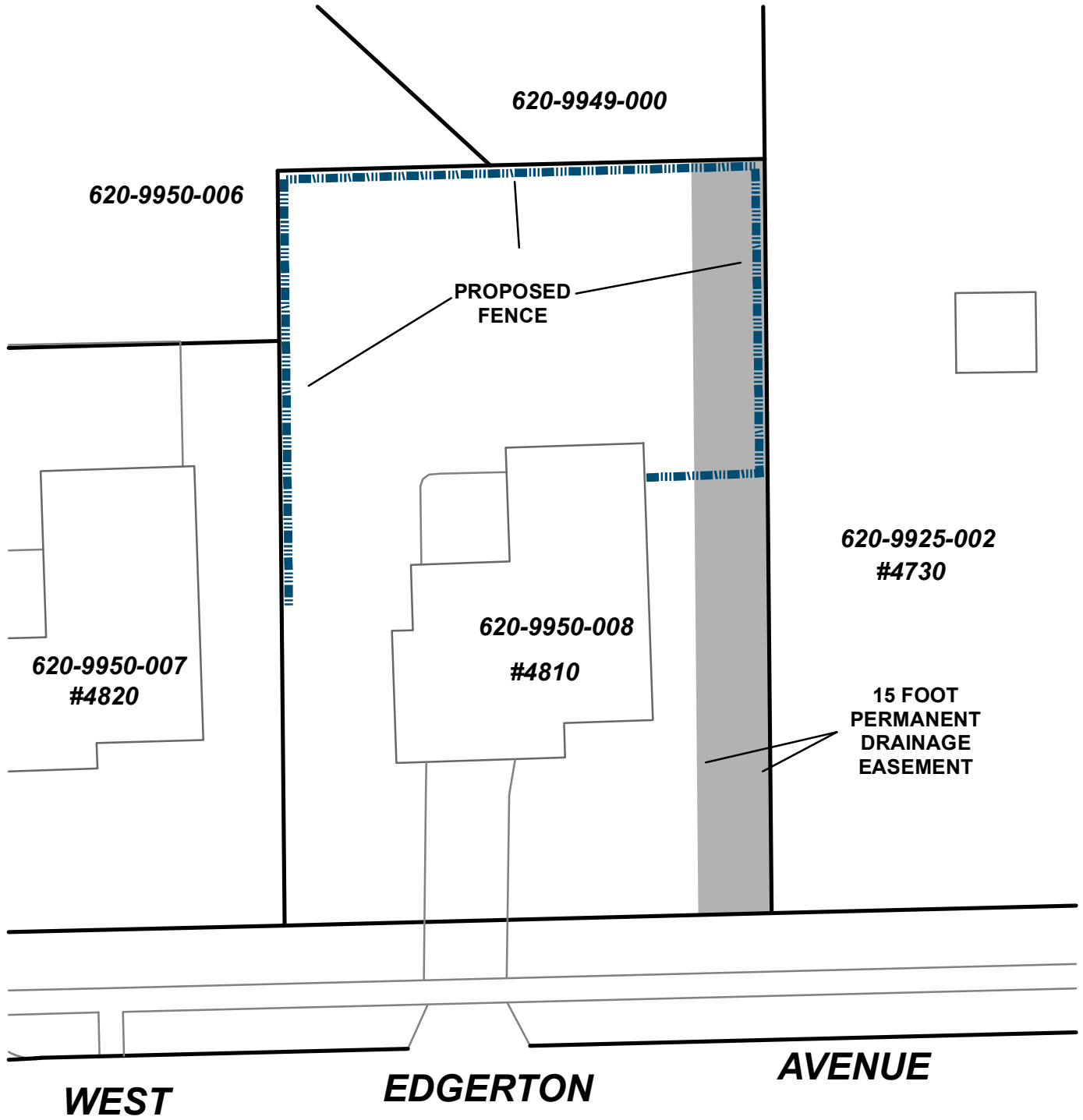
Printed name

My Commission Expires: _____

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

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

EXHIBIT A





Common Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

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 \$173,250 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 \$173,250 to fund the planting of Street Trees.

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



Green Solutions Funding Agreement G98005P78

2021 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 \$173,250. 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 G98005P78

2021 Tree Planting Program

Project Description

Greenfield will plant approximately 600 stormwater trees at 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 Honey Locust, and appropriate other species. The trees will be 1½ - 2 inches in diameter, with a two-year contractor warranty. Greenfield's contracted City Forester will make regular inspections of all planting sites and perform necessary tree maintenance. Staking beyond the contractor warranty will be performed by the City of Greenfield. Greenfield will plant trees in the Municipal right-of-way. Greenfield's GIS will identify the location of the trees and tree maintenance. The 600 new trees will have a design detention capacity of approximately 15,000 gallons of stormwater.

Schedule

Planning: March-April 2021

Bidding: May 2021

Installation: September-November 2021

Budget

ITEM	QTY	UNIT	UNIT PRICE	TOTAL
Stormwater Tree	600	EACH	\$ 275	\$ 165,000
Engineering & Inspection (approx. 5%)				\$8,250
Project Total:				\$ 173,250

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 Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision **to approve a Tree Maintenance Covenant with Milwaukee Metropolitan Sewerage Commission.**

SUMMARY:

Through a grant from the (MMSD), the city planted 679 trees in 2020.

The Tree Maintenance Covenant commits the city to maintain those trees for a period of 10 years.

RECOMMENDATION:

Approve a Tree Maintenance Covenant with Milwaukee Metropolitan Sewerage Commission.

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

Green Infrastructure Ten-Year Maintenance Covenant for 679 Trees

This Ten-Year Maintenance Covenant (Covenant) is granted by the City of Greenfield (Greenfield), 7325 West Forest Home Avenue, Greenfield, Wisconsin 53220, to the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

INTRODUCTION

- 1. The Green Infrastructure.** The green infrastructure is 679 trees throughout Greenfield, as shown in Exhibit A. This green infrastructure will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. The green infrastructure has a total design detention capacity of 16,975 gallons. This Covenant applies only to this green infrastructure.
- 2. Baseline Documentation.** The condition of the green infrastructure is documented in a Baseline Report at the office of the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the green infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.
- 3. Conservation Intent.** Greenfield and the District share the common purpose of preserving the green infrastructure for a period of at least ten years. Greenfield intends to protect the green infrastructure. In addition, Greenfield intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

In consideration of the facts recited above, Greenfield grants and the District accepts a Maintenance Covenant for a period of ten years for the green infrastructure. This Covenant consists of the following terms, rights, and restrictions.

- 1. Purpose.** The purpose of this Covenant is to require Greenfield to keep, preserve, and maintain the green infrastructure, as described above.
- 2. Effective Dates.** This Covenant becomes effective when signed by both Greenfield and the District. This Covenant terminates on June 30, 2031.
- 3. Operation and Maintenance.** Greenfield will maintain the green infrastructure so that it remains functional for the entire term of this Covenant. Greenfield is solely responsible for operation, maintenance and evaluating performance.

4. Additional Reserved Rights of Greenfield. Greenfield retains all rights associated with the green infrastructure, including the right to use it and invite others to use it in any manner that is not expressly restricted or prohibited by the Covenant or inconsistent with the purpose of the Covenant. However, Greenfield may not exercise these rights in a manner that would adversely affect the green infrastructure.

Greenfield expressly reserves the right to sell, give, bequeath, mortgage, lease or otherwise encumber or convey the green infrastructure, if:

4.1 The encumbrance or conveyance is subject to the terms of this Covenant.

4.2 Greenfield incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Greenfield transfers any interest in all or part of the green infrastructure.

4.3 Greenfield notifies the District of any conveyance in writing within fifteen days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

4.4 Failure of Greenfield to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

5. District Rights and Remedies. To accomplish the purpose of this Covenant, Greenfield expressly conveys to the District the following rights and remedies:

5.1 Preserve Conservation Values. The District has the right to preserve and protect the green infrastructure.

5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the green infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the green infrastructure that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

5.3 Inspection. The District has the right to: inspect and monitor compliance with the terms of this Covenant; obtain evidence for use in seeking judicial or other enforcement of the Covenant; and otherwise exercise its rights under the Covenant. The District will: provide prior notice to Greenfield before inspecting the green infrastructure, comply with the safety rules of Greenfield, and avoid unreasonable disruption of the activities Greenfield.

6. Remedies for Violations. The District has the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

6.1 Notice of Problems. If the District identifies problems with the green infrastructure, then the District will initially attempt to resolve the problems collaboratively. The

District will notify Greenfield of the problems and request remedial action within a reasonable time.

6.2 Notice of Violation and Corrective Action. If the District determines that a violation of the terms of this Covenant has occurred or is threatened, then the District will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If Greenfield fails to respond, then the District may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the District, immediate judicial action is necessary to prevent or mitigate significant damage to the green infrastructure or if good faith efforts to notify Greenfield are unsuccessful.

6.3 Remedies. When enforcing this Covenant, the remedies available to the District include: temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the green infrastructure to its condition at the time of the conveyance of this Covenant, specific performance, declaratory relief, and recovery of damages resulting from a violation of the Covenant or injury to the green infrastructure.

6.4 Non-Waiver. A delay or prior failure of the District to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.

6.5 Waiver of Certain Defenses. Greenfield waives any defense of laches, such as failure by the District to enforce any term of the Covenant, and estoppel, such as a contradictory statement or action by the District.

6.6 Acts Beyond the Control of Greenfield. The District may not bring any action against Greenfield for any injury or change in the green infrastructure resulting from causes beyond the control of Greenfield, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by Greenfield under emergency conditions to prevent or mitigate damage from such causes, provided that Greenfield notifies the District of any occurrence that has adversely affected or interfered with the purpose of this Covenant.

7. Amendment. At any time, Greenfield and the District may jointly amend this Covenant in a written instrument executed by both parties. However, no amendment will be allowed if, in the judgment of the District, it:

7.1 diminishes the green infrastructure,

7.2 is inconsistent with the purpose of the Covenant,

7.3 affects the duration of the Covenant, or

7.4 affects the validity of the Covenant.

8. Assignment. The District may convey, assign, or transfer its interests in this Covenant to a unit of federal, state, or local government or to an organization that is qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term. The District will notify Greenfield of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

9. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not part of the Covenant and have no effect on construction or interpretation.

10. Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Ambiguities in this Covenant will be construed in a manner that best effectuates the purpose of the Covenant and protection of the green infrastructure.

11. Counterparts. Greenfield and the District may execute this Covenant in two or more counterparts, which will, in the aggregate, be signed by both parties. Each counterpart is an original document.

12. Entire Agreement. This Covenant sets forth the entire agreement between Greenfield and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.

13. Extinguishment. This Covenant may be terminated or extinguished before the expiration of its term, in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Covenant may be extinguished only if Greenfield and the District agree that a subsequent unexpected change in the condition of or surrounding the green infrastructure makes accomplishing the purpose of the Covenant impossible.

14. Ownership Responsibilities, Costs, and Liabilities. Greenfield retains all responsibilities and will bear all costs and liabilities related to the ownership of the green infrastructure, including, but not limited to, the following:

14.1 Operation, upkeep, and maintenance. Greenfield is responsible for the operation, upkeep, and maintenance of the green infrastructure.

14.2 Control. In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

a. exercise physical or managerial control over the day-to-day operations of the green infrastructure;

- b. become involved in the management decisions of Greenfield regarding the generation, handling, or disposal of hazardous substances; or
- c. otherwise become an operator of the green infrastructure within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of the green infrastructure.

14.3 Permits. Greenfield is solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant. During construction or any other activity, Greenfield will comply with all applicable federal, state, and local laws, regulations, and requirements.

14.4 Indemnification. Greenfield releases and will hold harmless, indemnify and defend the District and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with:

- a. injury to or the death of any person, or physical damage to the green infrastructure resulting from any act, omission, condition, or other matter related to or occurring on or about the green infrastructure, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- b. the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the green infrastructure; or
- c. the presence or release in, on, from, or about the green infrastructure, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

Nothing in this agreement is intended to be a waiver or estoppel of Greenfield or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes, secs. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, Greenfield or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

- 15. Severability.** If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.
- 16. Successors.** This Covenant is binding upon and inures to the benefit of Greenfield and the District and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the green infrastructure for the term of the Covenant.
- 17. Terms.** Wherever used in this Covenant, the terms "Greenfield" and "District" include the respective personal representatives, heirs, successors, and assigns of Greenfield and the District.

**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

NORTHEAST



● 2020 Stormwater Tree Locations



Miles
0 0.1250.25 0.5

SOUTHEAST



CITY OF
Greenfield
WISCONSIN

● 2020 Stormwater Tree Locations



Miles

0 0.1250.25 0.5

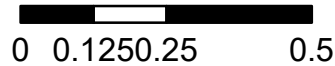
CENTRAL



● 2020 Stormwater Tree Locations



Miles



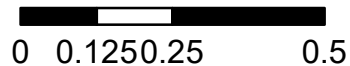
WEST



● 2020 Stormwater Tree Locations



Miles





Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision **to approve an ordinance to repeal and recreate Chapter 31 of the Greenfield Municipal Code relating to Construction Site Erosion and Sediment Control.**

SUMMARY:

Pursuant to the WI DNR Menomonee River Watershed Based MS4 Permit – WPDES Permit No. WI-S065404-2, the City needs to update its construction site erosion and sediment control ordinance.

RECOMMENDATION:

Approve an ordinance to repeal and recreate Chapter 31 of the Greenfield Municipal Code relating to Construction Site Erosion and Sediment Control.

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

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 31 OF THE GREENFIELD MUNICIPAL CODE REGARDING CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

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

PART I. Chapter 31 of the Greenfield Municipal Code is hereby repealed and recreated to read as follows:

CHAPTER 31 - CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

TABLE OF CONTENTS

31.01	Authority
31.02	Findings of Fact
31.03	Purpose
31.04	Applicability and Jurisdiction
31.05	Definitions
31.055	Applicability of Maximum Extent Practicable
31.06	Technical Standards
31.07	Performance Standards for Construction Sites Under One Acre (Optional)
31.08	Performance Standards for Construction Sites of One Acre or More
31.09	Permitting Requirements, Procedures and Fees
31.10	Erosion and Sediment Control Plan, Statement and Amendments
31.11	Fee Schedule
31.12	Inspection
31.13	Enforcement
31.14	Appeals
31.15	Severability
31.16	Effective Date

31.01 AUTHORITY.

- (1) This ordinance is adopted under the authority granted by s. 62.234, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s. 62.23, Wis. Stats., that relate to construction site erosion control. Except as otherwise specified in s. 62.234, Wis. Stats., s. 62.23, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.
- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same Common Council.
- (3) The Common Council hereby designates the City Engineer to administer and enforce the provisions of this ordinance.
- (4) The requirements of this ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:

- (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals, including those authorized under s. 281.16 and s. 283.33, Wis. Stats.
- (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under s. NR 151.004, Wis. Adm. Code.

31.02 FINDINGS OF FACT.

The Common Council acknowledges that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City of Greenfield.

31.03 PURPOSE.

It is the purpose of this ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the City of Greenfield.

31.04 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

- (a) Except as provided under par. (b), this ordinance applies to any construction site as defined under 31.05 (6).
- (b) This ordinance does not apply to the following:
 - 1. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
 - 2. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
 - 3. Nonpoint discharges from agricultural facilities and practices.
 - 4. Nonpoint discharges from silviculture activities.
- (c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to construction sites of any size that, as determined by the City of Greenfield, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting of particulate.
- (d) If a property is transferred, conveyed, or sold while there is an open Erosion Control Permit for the subject property, the new owner shall assume all terms and conditions of the existing Erosion Control Permit for the subject property.

(2) JURISDICTION.

This ordinance applies to land disturbing construction activity on lands within the boundaries and jurisdiction of the City of Greenfield;

(3) **EXCLUSIONS.**

This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

31.05 DEFINITIONS.

For the purpose of this Chapter 31, the following terms shall be defined as follows:

- (1) "City Engineer" means a governmental employee, or a City Engineer's designee that is designated by the Common Council to administer this ordinance.
- (2) "Agricultural facilities and practices" has the meaning in s. 281.16 (1), Wis. Stats.
- (3) "Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.
- (4) "Business day" means a day the office of the City Engineer is routinely and customarily open for business.
- (5) "Cease and desist order" means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City Engineer.
- (6) "Construction site" means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
- (7) "Design Storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
- (8) "Division of land" means the creation from one parcel of 4 or more parcels or building sites of 1.5 or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.
- (9) "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.
- (10) "Erosion and sediment control plan" means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.
- (11) "Extraterritorial" means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.
- (12) "Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
- (13) "Governing body" means City Common Council.
- (14) "Land disturbing construction activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters

of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

- (15) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
- (16) "Maximum extent practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with 31.055 of this ordinance.
- (17) "Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (18) "Permit" means a written authorization made by the City Engineer to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.
- (19) "Pollutant" has the meaning given in s. 283.01 (13), Wis. Stats.
- (20) "Pollution" has the meaning given in s. 281.01 (10), Wis. Stats.
- (21) "Responsible party" means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.
- (22) "Runoff" means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
- (23) "Sediment" means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.
- (24) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (25) "Site" means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.
- (26) "Stop work order" means an order issued by the City Engineer which requires that all construction activity on the site be stopped.
- (27) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (28) "Transportation facility" means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.
- (29) "Waters of the state" includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

31.055 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the City Engineer's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum

extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

31.06 TECHNICAL STANDARDS.

All BMPs required for compliance with this ordinance shall meet design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.
- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
- (3) Technical standards and methods approved by the City Engineer.

31.07 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES UNDER ONE ACRE.

- (1) **RESPONSIBLE PARTY.** The responsible party shall comply with this section.
- (2) **EROSION AND SEDIMENT CONTROL PRACTICES.** Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - (a) The deposition of soil from being tracked onto streets by vehicles.
 - (b) The discharge of sediment from disturbed areas into on-site storm water inlets.
 - (c) The discharge of sediment from disturbed areas into adjacent waters of the state.
 - (d) The discharge of sediment from drainage ways that flow off the site.
 - (e) The discharge of sediment by dewatering activities.
 - (f) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - (g) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period.
However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
- (3) **LOCATION.** The BMPs shall be located so that treatment occurs before runoff enters waters of the state.
- (4) **IMPLEMENTATION.** The BMPs used to comply with this section shall be implemented as follows:
 - (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin.
 - (b) Erosion and sediment control practices shall be maintained until final stabilization occurs and/or when 100% of the site has achieved a 70% permanent vegetative cover.
 - (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

- (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
- (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

31.08 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE OR MORE.

RESPONSIBLE PARTY. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with 31.10.

- (1) EROSION AND SEDIMENT CONTROL PLAN. A written site-specific erosion and sediment control plan shall be developed in accordance with 31.10 of this ordinance and implemented for each construction site.
- (2) EROSION AND OTHER POLLUTANT CONTROL REQUIREMENTS. The erosion and sediment control plan required under sub. (2) shall include the following:
 - (a) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - 1. The deposition of soil from being tracked onto streets by vehicles.
 - 2. The discharge of sediment from disturbed areas into on-site storm water inlets.
 - 3. The discharge of sediment from disturbed areas into adjacent waters of the state.
 - 4. The discharge of sediment from drainage ways that flow off the site.
 - 5. The discharge of sediment by dewatering activities.
 - 6. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - 7. The discharge of sediment from erosive flows at outlets and in downstream channels.
 - 8. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
 - 9. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.
 - (b) SEDIMENT PERFORMANCE STANDARDS. In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:
 - 1. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 - 2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.

3. Notwithstanding subd. 1., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.
- (c) **PREVENTIVE MEASURES.** The erosion and sediment control plan shall incorporate all of the following:
 1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 2. Minimization of soil compaction and preservation of topsoil.
 3. Minimization of land disturbing construction activity on slopes of 20 percent or more.
 4. Development of spill prevention and response procedures.
- (d) **LOCATION.** The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.
- (4) **IMPLEMENTATION.** The BMPs used to comply with this section shall be implemented as follows:
 - (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in 31.08 (2).
 - (b) Erosion and sediment control practices shall be maintained until final stabilization.
 - (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

31.09 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (1) **PERMIT REQUIRED.** No responsible party may commence a land disturbing construction activity of greater than 7,200 sq. ft., subject to this ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the City Engineer.
- (2) **PERMIT APPLICATION AND FEES.** The responsible party that will undertake a land disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of 31.10, and shall pay a permit fee and/or erosion control escrow cash deposit to the City Engineer in the amount specified in 31.11. Additionally, the City By submitting an application, the applicant is authorizing the City Engineer to enter the site to obtain information required for the review of the erosion and sediment control plan.

- (3) **PERMIT APPLICATION REVIEW AND APPROVAL.** The City Engineer shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:
- (a) Within 10 business days of the receipt of a complete permit application, as required by sub. (2), the City Engineer shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this ordinance.
 - (b) City Engineer shall issue the permit.
 - (c) If the permit application or erosion and sediment control plan is disapproved, the City Engineer shall state in writing the reasons for disapproval.
 - (d) The City Engineer may request additional information from the applicant. If additional information is submitted, the City Engineer shall have 10 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
 - (e) Failure by the City Engineer to inform the permit applicant of a decision within 10 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (4) **SURETY INSTRUMENT.** As a condition of approval and issuance of the permit, the City Engineer may require the applicant to provide a cash deposit or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions. The City Engineer will determine the amount required for the surety instrument at the time of application.
- (5) **PERMIT REQUIREMENTS.** All permits shall require the responsible party to:
- (a) Notify the City Engineer within 48 hours of commencing any land disturbing construction activity.
 - (b) Notify the City Engineer of completion of any BMPs within 14 days after their installation.
 - (c) Obtain permission in writing from the City Engineer prior to any modification pursuant to 31.10 (3) of the erosion and sediment control plan.
 - (d) Comply with WI DNR Technical Standards for erosion and sediment control.
 - (e) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (f) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
 - (g) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
 - (h) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in an inspection log or on inspection reports. Said inspection logs/reports shall include the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site, a list items to be repaired, photos of the site to document conditions, etc. If violation notices are issued, the City Engineer reserves the right to require the responsible party to provide copies of their inspection logs and/or inspection reports.

- (i) Allow the City Engineer to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control permit and plan at the construction site.
 - (j) Remove all erosion control practices when the site is stabilized, and/or when 100% of the site has reached a 70% vegetative cover.
- (6) **PERMIT CONDITIONS.** Permits issued under this section may include conditions established by City Engineer in addition to the requirements set forth in sub. (5), where needed to assure compliance with the performance standards in 31.07 or 31.08.
 - (7) **PERMIT DURATION.** Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The City Engineer may grant one or more extensions not to exceed 180 days cumulatively. The City Engineer may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this ordinance.
 - (8) **MAINTENANCE.** The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

31.10 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT AND AMENDMENTS.

- (1) **EROSION AND SEDIMENT CONTROL PLAN STATEMENT.** For each construction site identified under 31.04 (1) (c), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the City Engineer. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the ordinance. A site map shall also accompany the erosion and sediment control plan statement.
- (2) **EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS.**
 - (a) An erosion and sediment control plan shall be prepared and submitted to the City Engineer.
 - (b) The erosion and sediment control plan shall be designed to meet the performance standards in 31.07, 31.08 and other requirements of this ordinance.
 - (c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - 1. Name(s) and address (es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - 2. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - 3. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and

final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

4. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 5. Calculations to show the compliance with the performance standard in 31.08 (3) (b) 1.
 6. Existing data describing the surface soil as well as subsoils.
 7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 8. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.
1. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
 2. Boundaries of the construction site.
 3. Drainage patterns and approximate slopes anticipated after major grading activities.
 4. Areas of soil disturbance.
 5. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 6. Location of areas where stabilization BMPs will be employed.
 7. Areas which will be vegetated following land disturbing construction activities.
 8. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 9. Areas(s) used for infiltration of post-construction storm water runoff.
 10. An alphanumeric or equivalent grid overlying the entire construction site map.
- (e) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:
1. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that

existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.

2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the City Engineer, structural measures shall be installed on upland soils.
3. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
4. Trapping of sediment in channelized flow.
5. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
6. Protection of downslope drainage inlets where they occur.
7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
8. Clean up of off-site sediment deposits.
9. Proper disposal of building and waste material.
10. Stabilization of drainage ways.
11. Installation of permanent stabilization practices as soon as possible after final grading.
12. Minimization of dust to the maximum extent practicable.

- (f) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

- (3) **EROSION AND SEDIMENT CONTROL PLAN AMENDMENTS.** The applicant shall amend the erosion and sediment control plan if any of the following occur:

- (a) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
- (b) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
- (c) The City Engineer notifies the applicant of changes needed in the erosion and sediment control plan.

31.11 FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the City Engineer and may from time to time be modified by ordinance or resolution. Erosion control permit fees shall be in accordance with section 3.12(5) (b) of the Greenfield Municipal Code.

31.12 INSPECTION.

If land disturbing construction activities are occurring without a permit required by this ordinance, or in violation of this chapter, the City Engineer may enter the land pursuant to the provisions of s. 66.0119 (1), (2), and (3), Wis. Stats.

31.13 ENFORCEMENT.

- (1) The City Engineer may issue a notice of violation, withhold other permits, post a stop work order or issue a citation if any of the following occurs:
 - (a) Land disturbing construction activity regulated under this ordinance is occurring without a permit.
 - (b) The erosion and sediment control plan is not being implemented in good faith.
 - (c) The conditions of the permit are not being met.
- (2) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the City Engineer may revoke the permit.
- (3) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the City Engineer, or if a responsible party violates a stop work order posted under sub. (1), the City Engineer may request the City Attorney, to obtain a cease and desist order in any court with jurisdiction.
- (4) The City Engineer may retract the stop work order issued under sub. (1) or the permit revocation under sub. (2).
- (5) After posting a stop work order under sub. (1), the City Engineer may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The City Engineer may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the City Engineer, plus interest at the rate authorized by the City Engineer shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to subch. VII of ch. 66, Wis. Stats.
- (6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than \$100.00 nor more than \$500.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (7) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

31.14 APPEALS.

- (1) **BOARD OF PUBLIC WORKS.** The Board of Public Works created pursuant to section 2.02 (3) of the City Code of Ordinances pursuant to s 62.23 (7) (e), Wis. Stats.:
 - (a) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City Engineer in administering this ordinance except for cease and desist orders obtained under 31.13 (3).
 - (b) May authorize, upon appeal, variances from the provisions of this ordinance which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship; and
 - (c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

- (2) **WHO MAY APPEAL.** Appeals to the Board of Public Works may be taken by any aggrieved person or by any office, department, board, or bureau of the City of Greenfield affected by any decision of the City Engineer.

31.15 SEVERABILITY.

If a court of competent jurisdiction judges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of the ordinance shall remain in force and not be affected by such judgment.

31.16 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the Common Council of the City of Greenfield on the 4th day of May, 2021.

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 15th day of June, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published:



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision to **approve an ordinance to repeal and recreate section 3.12(5)(b) of the Municipal code relating to erosion control permits.**

SUMMARY:

Revised the fee schedule within City code is attached. New structure allows for the collection of an erosion control escrow deposit to offset City costs for project review, inspection and administration when consulting engineering firm assist the City with erosion control inspection activity.

RECOMMENDATION:

Approve an ordinance to repeal and recreate section 3.12(5)(b) of the Municipal code relating to erosion control permits.

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

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 3.12 (5) (b) OF THE
GREENFIELD MUNICIPAL CODE REGARDING FEE SCHEDULES

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

PART I. Section 3.12 (5) (b) of the Municipal Code is hereby repealed and recreated to read as follows:

(b)	Erosion Control Permit		
	1.	Minimum fee: Land-disturbing activity affecting a surface area of 7,200 square feet or more	\$ 150.00 minimum
	2.	Single-family and 2-family lots	\$ 150.00 minimum
	3.	Multifamily lots/sites	\$ 150.00/building, plus
		a. Disturbed area	\$ 5.00/1,000 sq. ft.
	4.	Commercial/industrial/institutional lots	\$ 150.00/building, plus
		a. Disturbed area	\$ 5.00/1,000 sq. ft.
	5.	Erosion control review, inspection and administration - the City Engineer may require a cash deposit with the erosion control permit against which these charges may be drawn. Deposit amount will be determined by City Engineer at the time of application based on project scope. In addition to fees above.	Actual cost

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 15th day of June, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Published:



Common Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision to **approve the Pavement Improvement Plan 2021 Update.**

SUMMARY:

The Pavement Improvement Plan 2021 Update outlines the proposed capital street improvement projects through the year 2026.

The plan was developed assuming funding levels remain similar to recent years but are subject to Common Council approval of the annual budget.

The Pavement Improvement Plan is updated approximately every 5 years.

RECOMMENDATION:

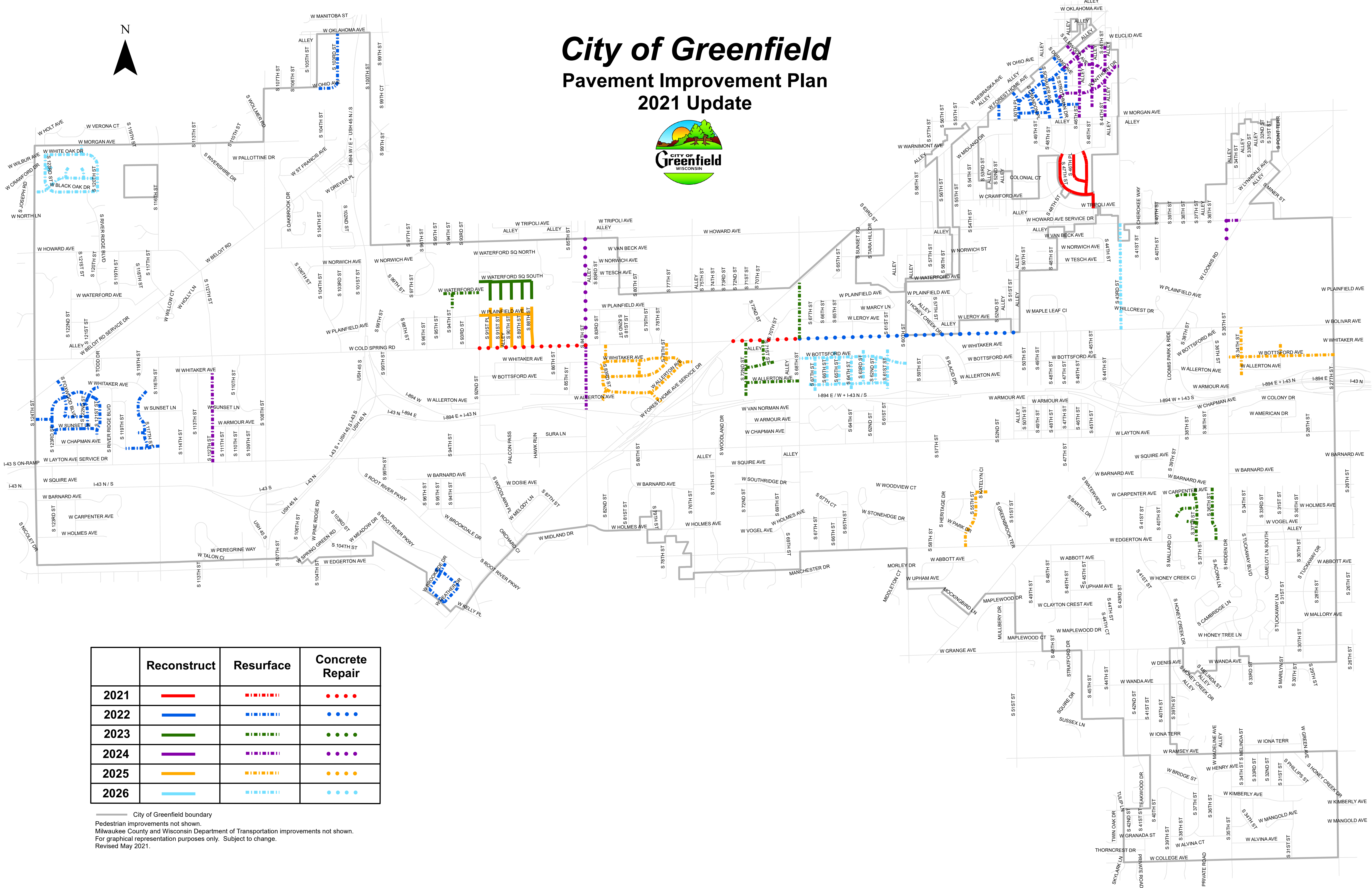
Approve the Pavement Improvement Plan 2021 Update.

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

City of Greenfield

Pavement Improvement Plan

2021 Update



	Reconstruct	Resurface	Concrete Repair
2021	—	■ ■ ■ ■ ■	● ● ● ● ●
2022	—	■ ■ ■ ■ ■	● ● ● ● ●
2023	—	■ ■ ■ ■ ■	● ● ● ● ●
2024	—	■ ■ ■ ■ ■	● ● ● ● ●
2025	—	■ ■ ■ ■ ■	● ● ● ● ●
2026	—	■ ■ ■ ■ ■	● ● ● ● ●

City of Greenfield boundary
Pedestrian improvements not shown.
Milwaukee County and Wisconsin Department of Transportation improvements not shown.
For graphical representation purposes only. Subject to change.
Revised May 2021.



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: May 25, 2021

RELATING TO:

Discussion and decision **to adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2020 Compliance Maintenance Annual Report (CMAR)**

SUMMARY:

Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems (Sanitary Sewers) to submit a Compliance Maintenance Annual Report (CMAR) with a Resolution verifying Common Council review, statement of corrective actions, if necessary, and authorization of submittal.

The 2020 Compliance Maintenance Annual Report (CMAR) is due to the Wisconsin Department of Natural Resources by June 30th, 2021. The attached report was prepared by the Engineering Division with additional information provided by Finance and Public Works. The City of Greenfield received the highest grade (letter A, and 4.0 grade points) and therefore we are not required to submit corrective actions.

RECOMMENDATION:

Adopt a resolution verifying review and authorizing submittal of the Wisconsin Department of Natural Resources 2020 Compliance Maintenance Annual Report (CMAR), Project 2021 #2

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

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 **2020**

Financial Management

1. Provider of Financial Information Name: Paula Schafer Telephone: 414-329-5283 (XXX) XXX-XXXX E-Mail Address (optional): PaulaS@greenfieldwi.us		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2020 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2020 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) 3.2.3 Adjusted January 1st Beginning Balance 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 473,069.00 \$ 0.00 \$ 473,069.00 \$ 34,465.00

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 2020

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 507,534.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 507,534.00

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Greenfield PPI/I program (2017#11). In 2019, Greenfield completed a PPII investigation of 67 residential homesites and was looking to proceed to a PPII rehabilitation project in late 2019 / early 2020. The cost of the rehabilitation project was estimated at \$613,934. As MMSD was our funding source, and given that MMSD put a HOLD on PPII lateral lining in late 2019, our PPII rehabilitation project has been placed on HOLD until MMSD can provide more direction on PPII lateral lining.	613934	2021
2	Equipment replacement. Sanitary sewer TV truck and camera system upgrades.	120000	2021
3	Equipment replacement. Sanitary sewer support truck.	50000	2022
4	Sanitary sewer repair project (Ramsey Ave). Project to repair sanitary sewer main defects.	160000	2021
5	Sanitary sewer CCTV and cleaning project (2021 #8). Project to clean and CCTV approximately 86,000 LF of public main.	95,000	2021
6	Sanitary sewer installation project (92nd St Bypass). Joint sewer project with private developer to the benefit of both parties. Final cost split has yet to be determined.	1360000	2022

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 **2020**

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	0
February	0	0
March	0	0
April	0	0
May	0	0
June	0	0
July	0	0
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0
Total	0	0
Average	0	0

6.1.2 Comments:

N/A

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

N/A

6.3 Has an Energy Study been performed for your pump/lift stations?

- ☒ No
- ☐ Yes

Year:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 **2020**

By Whom:	
Describe and Comment: 	
6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations? N/A	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 2020

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- 1) Comply with the WPDES permit containing SSO's
2) Minimize the occurrences of preventable overflows
3) Minimize the life cycle ownership costs of the collection system
4) Improve or maintain system reliability
5) Reduce the potential threat to human health from SSO's
6) Provide adequate capacity to convey peak flow & manage I/I
7) Protect collection system worker health and safety
8) Operate a continuous CMOM program

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Greenfield Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2008-07-15

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 2020

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☒ Others:

Sanitary sewer capacity study & alternate bypass sewer analysis. Area of 92 & Cold Spring (sewershed GF2002).

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	25.5	% of system/year
Root removal	25.5	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	8.9	% of system/year
Manhole inspections	24.9	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	3.5	% of manholes rehabbed

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 2020

Mainline rehabilitation	0.02	% of sewer lines rehabbed
Private sewer inspections	0.0008	% of system/year
Private sewer I/I removal	0.0004	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

41	Total actual amount of precipitation last year in inches
34.8	Annual average precipitation (for your location)
149.6	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
78	Number of basement backup occurrences
116	Number of complaints
4.74	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

NaN	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.52	Basement backups (number/sewer mile)
0.78	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 **2020**

Greenfield currently has one (1) non-compliant metershed (MS0607) which also includes areas from the City of Milwaukee. While originally deemed non-compliant by MMSD in 2010 due to high peak flows, there has been rehabilitation performed on both the public and private side of the system in Greenfield since 2010.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

An August 2, 2020 storm dropped around 4.7" of rain in parts of Greenfield which caused basement backups. We believe this was isolated and likely due to high I/I from private property.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

In 2019, the City completed a PPII investigation project (67 homes) in our non-compliant metershed and was going to transition over to a PPII rehabilitation project to address foundation drains and perform CIP lining of laterals. In late 2019, MMSD elected to suspend the use of CIPP lining as part of its PPII program with concerns over longevity and effectiveness of CIPP lining. Since MMSD was the funding source for our proposed PPII rehabilitation project and would not approve funding for CIPP work, the City suspend our PPII rehabilitation project until MMSD reached a decision on the use of CIPP lining as a PPII rehabilitation method. Currently, we are still waiting for MMSD to reach a conclusion.

In other areas of our system, we continue to inspect and televise our system as a means for finding I/I and defects to rehabilitate.

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to work to try and address PPII in our non-compliant metershed (MS6007) where we can, and in other areas around the City if I/I is noted. Once MMSD has rendered a decision on the use of CIPP, the City will re-evaluate our proposed PPII rehabilitation project and determine if we will continue with it, or if we will work to develop a different PPII program.

Also, we continue to work on developing plans for inspection and televising our system which we use as a primary means for assessing our sanitary sewer mains and manholes for I/I defects and other needs.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 2020

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Greenfield Sewage Collection System

Last Updated: Reporting For:
5/13/2021 2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

RESOLUTION NO. _____

RESOLUTION VERIFYING REVIEW AND AUTHORIZING SUBMITTAL OF THE
2020 WISCONSIN DEPARTMENT OF NATURAL RESOURCES
COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR),
GREENFIELD PROJECT NUMBER 2021 #2

WHEREAS, Public sanitary sewer collection is a basic responsibility of local, county and state governments; and

WHEREAS, It is the responsibility of local, county and state governments to properly operate and manage wastewater collection systems so as to protect public safety and health; and

WHEREAS, Proper inspection, rehabilitation, and operation and maintenance of the sanitary sewer collection system would promote cost-effective performance of the system over its design life; and

WHEREAS, Revisions to Chapter NR 208, Wisconsin Administrative Code became effective January 2006 requiring permitted wastewater collection systems to submit a Compliance Maintenance Annual Report (CMAR) with a resolution verifying Common Council review, statement of corrective actions if necessary and authorization of submittal.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Greenfield hereby verifies its review and authorizes the submittal of the 2020 Compliance Maintenance Annual Report (CMAR) for the City of Greenfield.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Wisconsin Department of Natural Resources (DNR).

PASSED AND ADOPTED by the Common Council of the City of Greenfield on this 15th day of June, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk