



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

BOARD OF PUBLIC WORKS MEETING Agenda

Tuesday, February 22, 2022 - 6:30 PM

1. Call to order
2. Roll Call
3. Approval of the Tuesday, January 25, 2022 meeting minutes.
4. Citizen Commentary
5. Discussion and decision to award a contract for the project 2205 South 43rd Street Sidewalk to Milwaukee General Construction in the amount of \$ 63,429.50.
6. Discussion and decision to award a contract for the project 2203 Asphalt Street Improvements to Payne & Dolan in the amount of \$ 1,038,115.00.
7. Discussion and decision to award a contract for project 2208 Mitchell Highlands Resurfacing Phase 1 to Payne & Dolan in the amount of \$ 428,624.65.
8. Discussion and decision to award a contract for the project 2110 Traffic Signal Improvements to Milwaukee General Construction in the amount of \$ 436,734.98.
9. Discussion and decision to approve a Municipal Engineering Services Agreement.
10. Discussion and decision to accept a grant from the Milwaukee Metropolitan Sewerage District to fund stormwater improvements as a part of the Honey Creek Stream Restoration project.
11. Presentation of the Powerline Trail Phase 1 bidding and construction update.
12. Presentation of Concrete Street Improvements 84th Street bidding and construction update.
13. Superintendent of Public Works report
14. Engineering Report
15. Other topics for future agendas
16. Adjournment

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MINUTES OF THE BOARD OF PUBLIC WORKS MEETING HELD AT THE GREENFIELD CITY HALL
ON TUESDAY, JANUARY 25, 2022

1. Call to order

Called to order at 6:00pm.

2. Roll Call

Present: Alderperson Bruce Bailey, Alderperson Denise Collins, Alderperson Pam

Akers: Citizen Members: John Rivera, John Graber

Also present: Jeff Katz, Director, Neighborhood Services; John Laskoski,
Superintendent of Public Works; Bryan Haas, Project Engineer

3. Approval of the November 23, 2021 meeting minutes.

Motion by Alderperson Denise Collins, seconded by John Graber to approve the
November 23, 2021 Board of Public Works meeting minutes. Alderperson Pam Akers
abstained.

4. Citizen Commentary

No Citizen Commentary.

5. Discussion and decision to approve paying a portion of wetland mitigation costs for
Infinity Development's approved Greatlife Senior Development on approximately
118th Street and Edgerton Avenue.

Mr Katz stated that Infinity Development is proposing a 132 unit senior living
development near 118th and Edgerton. The Wisconsin Department of Natural
Resources is requiring the developer to mitigate some of the wetland impacts. Mr.
Katz said that in 2014 the City of Greenfield reconstructed the existing neighborhood
roads and culverts to the west of the proposed development. This reconstruction
increased the wetland areas by 13,300 square feet. Mr. Katz stated that the developer
is asking the City to pay \$34,365 for wetland credits and \$7,100 for a new culvert that
would drain water from the neighborhood through his property.

Motion by Alderperson Denise Collins, seconded by John Rivera to approve. Motion
carried unanimously.

6. Discussion and decision to adopt the watershed restoration plan for the Oak Creek
watershed as set forth in SEWRPC Community Assistance Planning Report No. 330.

Mr Katz summarized the report on the Oak Creek Watershed plan, which includes a
small portion of the City of Greenfield. He stated that the plan contains
recommendations to address issues related to water quality, recreational access use,
habitat conditions, flooding, and the status of the Mill Pond Dam. Mr. Katz said the
Oak Creek Watershed is valuable to the community and the cites that it impacts in
Milwaukee County. To adopt the watershed plan would benefit several governmental
agencies and would not require additional funding from the City of Greenfield.

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

7. Superintendent of Public Works report

Mr. Laskoski stated that Public Works is working on televising the Sanitary Sewers in preparation for upcoming summer projects. The Public Works staff has also been removing hazardous trees and also working on updating and painting the Human Resources Conference Room. Mr. Laskoski commended his staff on the recent snow removal events. He acknowledged that two senior DPW operators had retired. He said Gary Pluer, has been with the City for 15 years, and Jim Clarey, who has been with the City for 18 years. Mr. Laskoski said that both employees worked in the electrical service division for the City buildings, street lights and traffic lights. He is very appreciative for their years of service.

8. Engineering Report

Mr. Haas stated that the road and sidewalk projects for Greenfield are in final design and bidding stages. Once bids are opened and awarded, Mr. Haas will provide more information on the construction schedule. Mr. Haas said the Wisconsin Department of Transportation may begin the 60th St bridge replacement as early as February 3rd, if the weather permits. He said that they would put up portable message signs announcing the closure 7 days in advance. Alderperson Akers verified that the two on ramps will be closed for the duration of the project and the two off ramps will open. Mr. Haas also stated the off ramps will be closed in late summer or early fall for approximately a 30-day window according to the plans.

Alderperson Akers requested information on the upcoming bid projects. Mr. Haas said there will be a sidewalk addition project on 43rd St between Cold Spring Road and the service road south of Cold Spring Road. He noted there will be upcoming resurfacing projects: 1. One half of the Mitchell Highlands neighborhood, north of Morgan Avenue; 2. 103rd Street south of Oklahoma Avenue; 3. Brookside Drive and Abbott Ave around 92nd Street and Forest Home Avenue; and 4. Foxwood Crossings neighborhood. Mr. Haas said that concrete spot panels will be replaced between Cold Spring Road and Howard Ave on 84th Street. He also stated that traffic signals will be upgraded at two locations: 47th and Layton Avenue and 60th Street and Edgerton Ave. Milwaukee County will resurface Beliot Road from 124th Street to Wollmer Road. The Powerline Trail will be constructed from the Oak Leaf Trail to 60th Street.

9. Other topics for future agendas

No topics for future agendas.

10. Adjournment

Motion by Alderperson Pamela Akers, seconded by Alderperson Denise Collins to adjourn at 6:33PM. Motion carried unanimously.

Minutes transcribed by Stefanie Richter, Administrative Assistant, Engineering
Distributed 1/28/22



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Discussion and decision to award a contract for the project 2205 South 43rd Street Sidewalk to Milwaukee General Construction in the amount of \$ 63,429.50.

SUMMARY:

On January 26, 2022, bids were opened for the project 2205 South 43rd Street Sidewalk. The results are as follows:

Contractor	Amount
Milwaukee General Construction	\$ 63,429.50
All-Ways Contractors	\$ 71,689.00
DC Burbach	\$ 76,686.00
LaLonde Contractors	\$ 77,554.86
J&A Pohl	\$ 85,501.80
Veit & Company	\$178,366.00

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Discussion and decision **to award a contract for the project 2203 Asphalt Street Improvements to Payne & Dolan in the amount of \$ 1,038,115.00.**

SUMMARY:

On February 2, 2022, bids were opened for the project 2203 Asphalt Street Improvements. The results are as follows:

Contractor	Amount

Payne & Dolan	\$ 1,038,115.00
Stark Pavement	\$ 1,049,903.50
Wolf Paving	\$ 1,172,860.00

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Discussion and decision **to award a contract for the project 2208 Mitchell Highlands Resurfacing Phase 1 to Payne & Dolan in the amount of \$ 428,624.65.**

SUMMARY:

On January 26, 2022, bids were opened for the project 2208 Mitchell Highlands Resurfacing Phase 1. The results are as follows:

Contractor	Amount

Payne & Dolan	\$ 428,624.65
Stark Pavement	\$ 438,482.25
Wolf paving	\$ 469,798.25

FINANCIAL:

This project was approved in the budget and is fully funded.

RECOMMENDATION:

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Discussion and decision to award a contract for the project 2110 Traffic Signal Improvements to Milwaukee General Construction in the amount of \$ 436,734.98.

SUMMARY:

On February 9, 2022, bids were opened for the project 2110 Traffic Signal Improvements. The results are as follows:

Contractor	Amount

Milwaukee General Construction	\$ 436,734.98
LaLonde Contractors	\$ 507,520.51
Vinton Construction	\$ 508,354.03
Outdoor Lighting	\$ 510,776.95

FINANCIAL:

This project is funded by TID 4 (Meijer Development).

RECOMMENDATION:

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



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Discussion and decision **to approve a Municipal Engineering Services Agreement.**

SUMMARY:

Approve a Municipal Engineering Services Agreement with Ayres Associates Inc. for professional services.

The agreement only establishes general terms and conditions for Ayres Associates Inc. to provide professional engineering services.

FINANCIAL:

Actual tasks and fees would be negotiated by the Department of Neighborhood Services on a project by project basis.

RECOMMENDATION:

Approve a Municipal Engineering Services Agreement with Ayres Associates Inc. for professional services.

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

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of **January 24, 2022** between the City of Greenfield, Wisconsin, located at 7235 West Forest Home Avenue, Greenfield, WI, 53220 (OWNER) and Ayres Associates Inc, located at 20975 Swenson Drive, Suite 200, Waukesha, WI 53186 (CONSULTANT).

OWNER intends to retain CONSULTANT from time to time to perform certain professional services as described in the Individual Project Supplements to this Master Agreement (hereinafter referred to as Attachments A, B, and C). Individual Project Supplements will be attached to and considered a part hereof on a project by project basis.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

Example Individual Project Supplement (Attachment A – Scope of Services, Attachment B – Period of Services, and Attachment C – Compensation and Payments), consisting of 1 page.

Attachment D - Terms and Conditions, consisting of 3 pages.

Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire Master Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc CONSULTANT
	(Signature)	
	(Typed Name)	Eric Sorensen, PE
	(Title)	Vice President
	(Date)	
	(Attest)	
	(Typed Name)	Phil Bain, PE
	(Title)	Project Manager

**EXAMPLE INDIVIDUAL PROJECT SUPPLEMENT TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This is an Individual Project Supplement dated _____, which is an attachment to the Master Agreement dated _____ between the City of Greenfield (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: _____

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

ARTICLE 2 - ADDITIONAL SERVICES

ARTICLE 3 - OWNER'S RESPONSIBILITIES

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

_____		Ayres Associates Inc
OWNER		CONSULTANT
_____	(Signature)	_____
_____	(Typed Name)	_____
_____	(Title)	_____
_____	(Date)	_____

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Master Agreement dated **January 24, 2022**, between the City of Greenfield (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A.

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

6.2.2 Not used.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection

with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated **January 24, 2022**, between the City of Greenfield (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.



Common Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Discussion and decision **to accept a grant from the Milwaukee Metropolitan Sewerage District to fund stormwater improvements as a part of the Honey Creek Stream Restoration project.**

SUMMARY:

The City of Greenfield has been awarded a grant in the amount of \$802,453 for stormwater improvements as a part of the larger Honey Creek Stream Restoration project. The grant will pay 100% of eligible costs with no local match required.

During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the MMSD must collect and treat.

During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.

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.

MMSD wants to expedite the amount of green infrastructure installed in its service area.

Greenfield plans to install green infrastructure that supports the District's green infrastructure goals

RECOMMENDATION:

Accept a grant from the Milwaukee Metropolitan Sewerage District to fund stormwater improvements as a part of the Honey Creek Stream Restoration project.

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



Green Solutions Funding Agreement G98005P86

Honey Creek Habitat Improvements in Konkel Park

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 \$802,453. The District will provide funding after the District receives the Baseline Report and the Conservation easement.

5. Location of Project

The project will be in Konkel Park, 5151 West Layton Avenue, 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. Conservation easement

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

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 G98005P86

Honey Creek Habitat Improvements in Konkel Park

Project Description

Along Honey Creek, in Konkel Park, 5151 West Layton Avenue, Greenfield will incorporate natural channel design, stabilize the streambank, increase sinuosity and floodplain connection, improve sediment transport, install aquatic species habitat, restore riparian wetlands, and improve access for community education and recreation. The Project will improve habitat and water quality and increase floodplain storage capacity. A stormwater storage facility will provide up to 1.75 million gallons of increased flood storage. Exhibit 1 shows the elements of the project.

Schedule

Greenfield will complete construction no later than November 30, 2022.

Budget

Exhibit 2 shows the budget for this project.

Outreach and Education

Greenfield will post educational signage and describe the project and its benefits in a community newsletter or web page.

In signage and other educational materials, Greenfield will acknowledge District funding for the project.

Signage will:

1. be either designed and provided by the District or provided by Greenfield and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.



HONEY CREEK HEADWATERS RESTORATION AT KONKEL PARK

Ruekert • Mielke



PROJECT PARTNERS

Technical Partners

- Wisconsin Department of Natural Resources (WDNR)
- Southeastern Wisconsin Regional Planning Commission (SEWRPC)
- Milwaukee Metropolitan Sewerage District (MMSD)

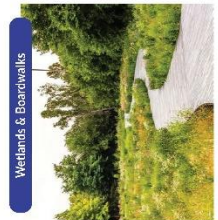
Funding Partners

- Sustain Our Great Lakes Grant
- Fund For Lake Michigan Grant
- WI Coastal Management Grant
- Targeted Land Management Grant
- MMSD Green Solutions
- WDNK

PROJECT NOTES

1. Daylight Honey Creek from W. to S. Konkel Park
2. New pedestrian bridge connects pond loop and main trails
3. New stream alignment to south of pond loop
4. Water quality and flood retention pond
5. Stream and floodplain restoration
6. Natural trail access to creek
7. Existing pedestrian bridge connecting N. and S. Konkel Park
8. Wetland pools in wetland floodplain
9. New stream alignment to south of pond loop
10. Floodplain expansion and high-flow channel
11. Stream bank stabilization with coirnet cover stream
12. Boardwalk/interpretive trail through restored wetland
13. Wetland and vernal pool overlook
14. New pedestrian bridge connects pond loop and main trails
15. Floodplain expansion and groundwater recharge area
16. Water quality and flood retention pond
17. Fishing pier and outdoor education area
18. Back shelter with open and air gardens, and interpretive displays
19. New parking lot
20. Pond amphitheater
21. Pond loop trail
22. Creekside nature trail
23. Baseball field and creek overlook
24. Exit Honey Creek under W. Layton Ave.

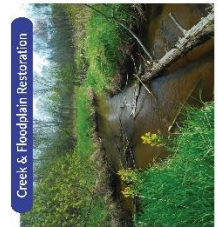
Public Parking



Wetlands & Boardwalks



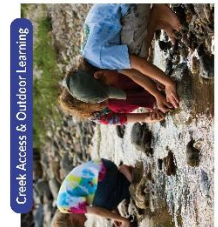
Fishing Pier & Stormwater Pond



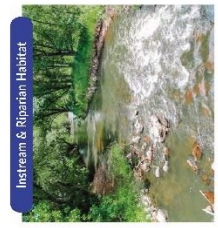
Creek & Floodplain Restoration



Pedestrian Trails & Bridges



Creek Access & Outdoor Learning



Instream & Riparian Habitat

Exhibit 2
Budget

Item No.	Item Description	Unit	Quantity	Unit Cost (\$)	Total Cost	MMSD	City Cost
1	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
2	Project identification signs	L.S.	1	\$7,200.00	\$7,200.00		\$7,200.00
3	Tracking pad	EA	2	\$1,500.00	\$3,000.00		\$3,000.00
4	Silt fence	L.F.	1,000	\$2.50	\$2,500.00		\$2,500.00
5	Silt curtain	L.F.	500	\$25.00	\$12,500.00		\$12,500.00
6	Inlet Protection Type B	EA.	4	\$140.00	\$560.00		\$560.00
7	Inlet Protection Type D	EA.	4	\$140.00	\$560.00		\$560.00
8	Temporary Ditch Checks	L.F.	100	\$10.50	\$1,050.00		\$1,050.00
9	Clearing and grubbing	L.S.	1	\$40,000.00	\$40,000.00		\$40,000.00
10	Stream bypassing	L.S.	1	\$100,000.00	\$100,000.00		\$100,000.00
11	Tree Removal (6-inch dia. and larger)	I.D.	1,000	\$50.00	\$50,000.00		\$50,000.00
12	Site grading and excavation	C.Y.	36,000	\$15.00	\$540,000.00	\$483,500.00	\$56,500.00
13	Channel sediment & debris removal	L.S.	1	\$40,000.00	\$40,000.00		\$40,000.00
14	Wetland scrapes	EA.	6	\$5,000.00	\$30,000.00	\$30,000.00	\$0.00
15	Integrated bank treatment	L.F.	700	\$200.00	\$140,000.00	\$25,000.00	\$115,000.00
16	Vegetated Geogrid Soil Lifts	S.F. (face)	3,000	\$25.00	\$75,000.00	\$75,000.00	\$0.00
17	WisDOT Medium Riprap	TON	250	\$60.00	\$15,000.00		\$15,000.00
18	6 to 12-inch Fieldstone Cobbles - Low Flow Channel Protection w/ Geotextile Fabric	TON	2,700	\$100.00	\$270,000.00		\$270,000.00
19	4 to 8-inch Fieldstone Cobbles Toe Protection	TON	7,550	\$80.00	\$604,000.00		\$604,000.00
20	2 to 8-Inch Fieldstone Cobbles Fish Riffle	TON	200	\$75.00	\$15,000.00		\$15,000.00
21	18 to 24-inch Fieldstone Boulders	TON	250	\$400.00	\$100,000.00		\$100,000.00
22	Cross vein	EA.	4	\$2,000.00	\$8,000.00		\$8,000.00
23	J-hook	EA.	20	\$2,000.00	\$40,000.00		\$40,000.00
24	Root Wad (greater than 4-inch diameter)	EA.	200	\$1,000.00	\$200,000.00		\$200,000.00
25	2 YO native tree seedlings (WDNR purchase)	EA.	750	\$3.00	\$2,250.00	\$2,250.00	\$0.00

26	3-foot or greater tree purchase	EA.	100	\$200.00	\$20,000.00	\$20,000.00	\$0.00
27	Live stakes	S.F.	2,000	\$6.00	\$12,000.00	\$12,000.00	\$0.00
28	20-foot span culvert	L.F.	28	\$1,200.00	\$33,600.00		\$33,600.00
29	8-foot wingwalls for span culvert	EA.	8	\$1,500.00	\$12,000.00		\$12,000.00
30	24x38-inch HERCP storm sewer	L.F.	46	\$135.00	\$6,210.00		\$6,210.00
31	30-inch RCP storm sewer	L.F.	226	\$125.00	\$28,250.00		\$28,250.00
32	18-inch RCP storm sewer	L.F.	71	\$100.00	\$7,100.00		\$7,100.00
33	15-inch RCP storm sewer	L.F.	87	\$75.00	\$6,525.00		\$6,525.00
34	24x38-inch end section w safety grate	EA	1	\$2,000.00	\$2,000.00		\$2,000.00
35	18-inch RCP end section w safety grate	EA	1	\$1,250.00	\$1,250.00		\$1,250.00
36	15-inch PVC end section	EA	1	\$600.00	\$600.00		\$600.00
37	60-inch storm manhole	EA	1	\$6,500.00	\$6,500.00		\$6,500.00
38	48-inch storm manhole	EA	2	\$5,000.00	\$10,000.00		\$10,000.00
39	Permeable gravel path	TON	1,100	\$30.00	\$33,000.00		\$33,000.00
40	Construct trail to subgrade	L.S.	1	\$16,000.00	\$16,000.00		\$16,000.00
41	Granular backfill	TON	100	\$34.00	\$3,400.00		\$3,400.00
42	Flagstone	L.F.	850	\$300.00	\$255,000.00		\$255,000.00
43	Split rail fence	L.F.	400	\$40.00	\$16,000.00		\$16,000.00
44	Class 3, Type A Polypropylene Erosion Mat	S.Y.	500	\$10.00	\$5,000.00		\$5,000.00
45	Erosion Mat Urban Class II Type B	S.Y.	6,000	\$4.00	\$24,000.00		\$24,000.00
46	Erosion Mat Urban Class I Type B	S.Y.	43,489	\$2.50	\$108,722.50		\$108,722.50
47	Native upland seed mix	S.Y.	28,806	\$3.00	\$86,416.67	\$72,991.67	\$13,425.00
48	Native wetland seed mix	S.Y.	18,183	\$3.00	\$54,550.00	\$40,185.00	\$14,365.00
49	Topsoil, turf grass seed mix, and fertilizer	S.Y.	3,000	\$2.00	\$6,000.00	\$5,000.00	\$1,000.00
Creek Total					\$3,100,744.17	\$815,926.67	\$2,284,817.50

Although the table shows the District contributing \$815,926.67, the District's contribution is limited to \$802,453, as indicated in sec. 4 of this funding agreement.



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Powerline Trail Phase 1 bidding and construction update.

SUMMARY:

Tomorrow, Wednesday February 23rd, bids will be opened for the project 1921 Powerline Trail Phase 1. Since the bid opening is after this meeting, the decision to award the contract will go directly to the Common Council meeting on March 1st.

The path will begin where Milwaukee County's Oak Leaf trail crosses Cold Spring Road, at approximately 105th Street. It will run east for three miles, completely off road, primarily within the WE Energies power line corridor.

The asphalt paved path will be 10-feet wide. We expect the trail will be very popular, suitable for walking, running, bicycling and dog walking.

A future project, in cooperation with the City of Milwaukee, could extend the trail farther east all the way to 35th Street and Pondview Park.

FINANCIAL:

This project is 80% funded by a grant from the Wisconsin Department of Transportation.

The estimated construction cost is \$1,350,000.

RECOMMENDATION:

No action needed.

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 22, 2022

RELATING TO:

Concrete Street Improvements 84th Street bidding and construction update.

SUMMARY:

Thursday March 10th, bids will be opened for the project 2209 Concrete Street Improvements 84th Street. Since the bid opening is after this meeting, the decision to award the contract will go directly to the Common Council meeting on March 15th.

The project involves replacing deteriorated concrete panels on 84th Street between Howard Avenue and Cold Spring Road. 84th Street will be open to traffic during the project.

FINANCIAL:

RECOMMENDATION:

No action needed.

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