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

COMMON COUNCIL MEETING AGENDA

Wednesday, April 6, 2022 - 7:00 PM

A. Call to Order & Roll Call
B. Opening Prayer
C. Pledge of Allegiance
D. Approval of the March 15, 2022 Common Council minutes
E. Mayor's Report
F. Aldermanic Reports
G. Announcements
H. Citizen Commentary
I. Old Business
    1. Appointments to various committees and commissions:
        a. Mayor appointments, confirmed by Council:
            i. One member to the Board of Health for a term to expire 6/1/2022 (formerly Allen Owen)
            ii. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)
        b. Mayor appointments:
            i. One alternate member to the Plan Commission for a term to expire 5/31/2025 (formerly Robert Krenz)
J. New Business
    1. Notice of Injury claim received from Cannon & Dunphy, S.C. on behalf of Shari Drake. (Goergen)
    2. Approve applications for 2021-2022 operator licenses (Goergen)
    3. Approve Ordinance amending Ordinance 2988 establishing the boundary lines of aldermanic districts and wards in the City of Greenfield. (Goergen)
    4. Approve Resolution amending Resolution #3828 and #3830 establishing municipal wards and designating the polling place for each ward. (Goergen)
    5. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding Parking on 116th Street. (3-22-22 BPW, Ald.Bailey)

6. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking on West Loomis Road. (3-22-22 BPW, Ald. Bailey)
7. Discussion and decision to sign an agreement with Milwaukee County in the amount of $177,582.71 for the City's share of the cost to improve Beloit Road from South 124th Street to South Wollmer Road. (3/22/22 BPW, Ald. Bailey)
8. Discussion and decision to adopt a resolution in support of applying for a grant from the Wisconsin Department of Natural Resources for maintaining and improving the Pondview Park pond. (Katz)
9. Discussion and decision to approve a contract for a Surface Water Grant administered by the Wisconsin Department of Natural Resources to fund stormwater management improvements for Honey Creek. (3-22-22 BPW, Ald. Bailey)
10. Discussion and decision to approve the request to construct a private retaining wall and landscaping stone outcropping in a permanent City storm and drainage easement in the rear yard of Timothy Pearson and Dawn Dessereau, 6075 S 34th St. (3-22-22 BPW, Ald. Bailey)
11. Discussion and decision to accept a grant from the Department of Natural Resources for urban forestry in the amount of $17,238.62. (3/30/22 F&HR S. Saryan)
12. Discussion and decision to approve extension of the Association Maintenance Agreement between the South 27th Street Business Association, the City of Milwaukee and the City of Greenfield (3/30/22 F&HR S. Saryan)
13. Discussion and decision regarding purchasing a new fire engine for the Fire Department, not to exceed $675,000 using ARPA funds (3/30/22 F&HR S. Saryan)
14. Discussion and decision to reallocate the remaining balance in the IT Department Capital Equipment Project - City Wide conference Room Equipment (CE2005) in the amount of 29,982.22 to fund our Anti-virus, malware protection, ransomware protection and endpoint detection systems for 5 years (3/30/22 F&HR S. Saryan)
15. Discussion and decision to transfer the remaining balance in the IT Department Capital Equipment Project -Common Council AV System (CE1907) to Firewall and Switching equipment (CE2006) in the amount of $19,257.34 (3/30/22 F&HR S. Saryan)
16. Discussion and Decision related to Uniform Affiliation Agreement between the University of Wisconsin-Milwaukee and the Greenfield Health Department. (3/30/22 F&HR S. Saryan)
17. Discussion and decision related to the Memorandum of Understanding for the Milwaukee County Public Health Collaborative with any substantive changes to be brought forward for further consideration by appropriate committees. (3/30/22 F&HR S. Saryan)
18. Discussion and decision related to Independent Contractor Agreement by and between Community Advocates, Inc., and the Healthiest Greenfield Coalition (Greenfield Health Department) (3/30/22 F&HR S. Saryan)
19. Approval of 2022 & 2023 Agreement for July 4th Fireworks display at Konkel Park. (Jaquish)
20. Discussion and decision to approve on an annual basis each Alderperson a limit of $300 to be used from the 2022 budgeted $1500.00 Training, Seminar and Travel account. Alderpersons are to submit forms with receipts to the Finance Director or designee for approval (3/30/22 F&HR S. Saryan)

21. Approval of mileage reimbursements in the amount of $329.95 (3/30/22 F&HR S. Saryan)
22. Investments and reinvestments for February 2022 (3/30/22 F&HR S. Saryan)
23. Approval of schedules of disbursements in the amount of $1,706,597.69 (3/30/22 F&HR S. Saryan)

K. Items for future agenda

L. Adjourn

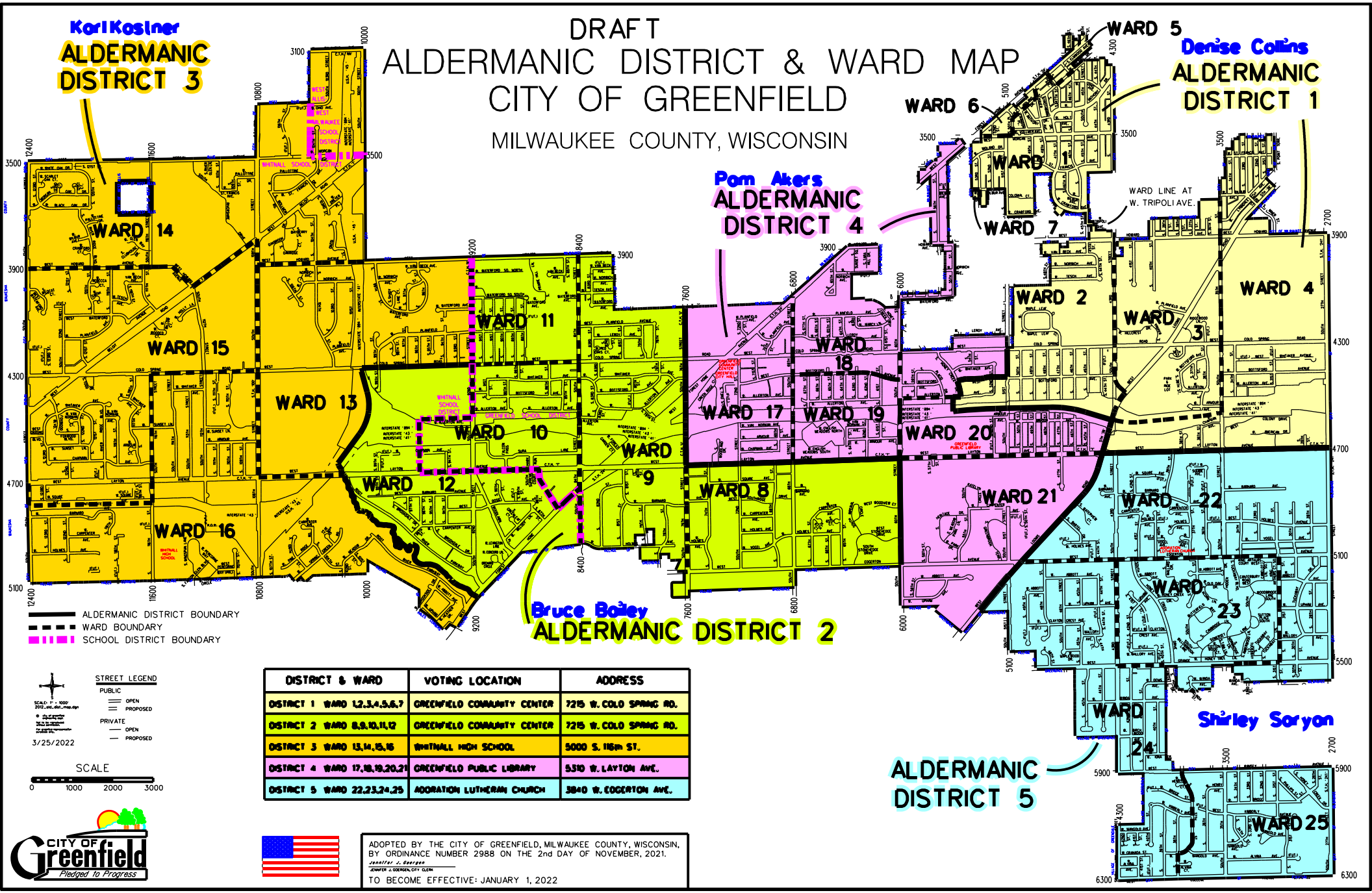
PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644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

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Andreas D Karabelas	10332 W Lincoln AVE Apt. 1	West Allis, WI 53227
Carol Jean Ruiz	2932 S 16th ST	Milwaukee, WI 53215
Dana Sylvia Schwab	461 W Sunnyview DR 12	Oak Creek, WI 53154
Dazhi Qiu	4611 W Alanna CT	Franklin, WI 53132
Deanna Lynn Wolfe	2815 Rue Rae LN	Waukesha, WI 53188
Dominic J Graziano	4505 W Bottsford AVE	Greenfield, WI 53220
Emily Jean Herried	307 Harvey ST PO Box 186	Necedah, WI 54646
Estella Moralez Reyna	3363 S 26th ST	Milwaukee, WI 53215
Isaiah Thomas Herried	307 Harvey ST PO Box 186	Necedah, WI 54646
Jacqueline Nicole Smith	2545 N Maryland AVE Apt 306	Milwaukee, WI 53211
Jade Alan Klaudt	7555 Parkview RD Apt 27	Greendale, WI 53129
Jenna Ann Schwab	3348 W Birchwood AVE	Milwaukee, WI 53221
Jose Javier Hernandez	3415 W Arthur AVE	Milwaukee, WI 53215
Justin Julian Cancilla	4460 S 47th ST	Greenfield, WI 53220
Karen Marianne Cordova Villasana	2615 S Greeley ST 112	Milwaukee, WI 53207
Keiley Jordyn Pippenger	9513 W Allerton AVE	Greenfield, WI 53228
Leah Marie Stone	2144 S 111th ST Apt 3	West Allis, WI 53227
Leslie Valadez Servin	2220 S 57th ST	West Allis, WI 53219
Nicholas Robert Zogoplos	1225 Daisy DR	West Bend, WI 53090
Niebes D Duenas	3809 N 16th ST Upper	Milwaukee, WI 53206
Savanna Riley Carleton	6767 S 50th ST	Franklin, WI 53132
Sydney Rae Carleton	6767 S 50th ST	Franklin, WI 53132
Tiffany Ayala Vazquez	3245 S 9th PL	Milwaukee, WI 53215
Victoria V Chisholm	3316 S Teulah AVE	Appleton, WI 54915

DRAFT
ALDERMANIC DISTRICT & WARD MAP
CITY OF GREENFIELD
MILWAUKEE COUNTY, WISCONSIN



DISTRICT & WARD	VOTING LOCATION	ADDRESS
DISTRICT 1 WARD 1,2,3,4,5,6,7	GREENFIELD COMMUNITY CENTER	7215 W. COLD SPRING RD.
DISTRICT 2 WARD 8,9,10,11,12	GREENFIELD COMMUNITY CENTER	7215 W. COLD SPRING RD.
DISTRICT 3 WARD 13,14,15,16	WHITNALL HIGH SCHOOL	5000 S. 116th ST.
DISTRICT 4 WARD 17,18,19,20,21	GREENFIELD PUBLIC LIBRARY	5310 W. LAYTON AVE.
DISTRICT 5 WARD 22,23,24,25	ADORATION LUTHERAN CHURCH	3840 W. EDGERTON AVE.

STREET LEGEND
PUBLIC — OPEN — PROPOSED
PRIVATE — OPEN — PROPOSED

3/25/2022

SCALE
0 1000 2000 3000

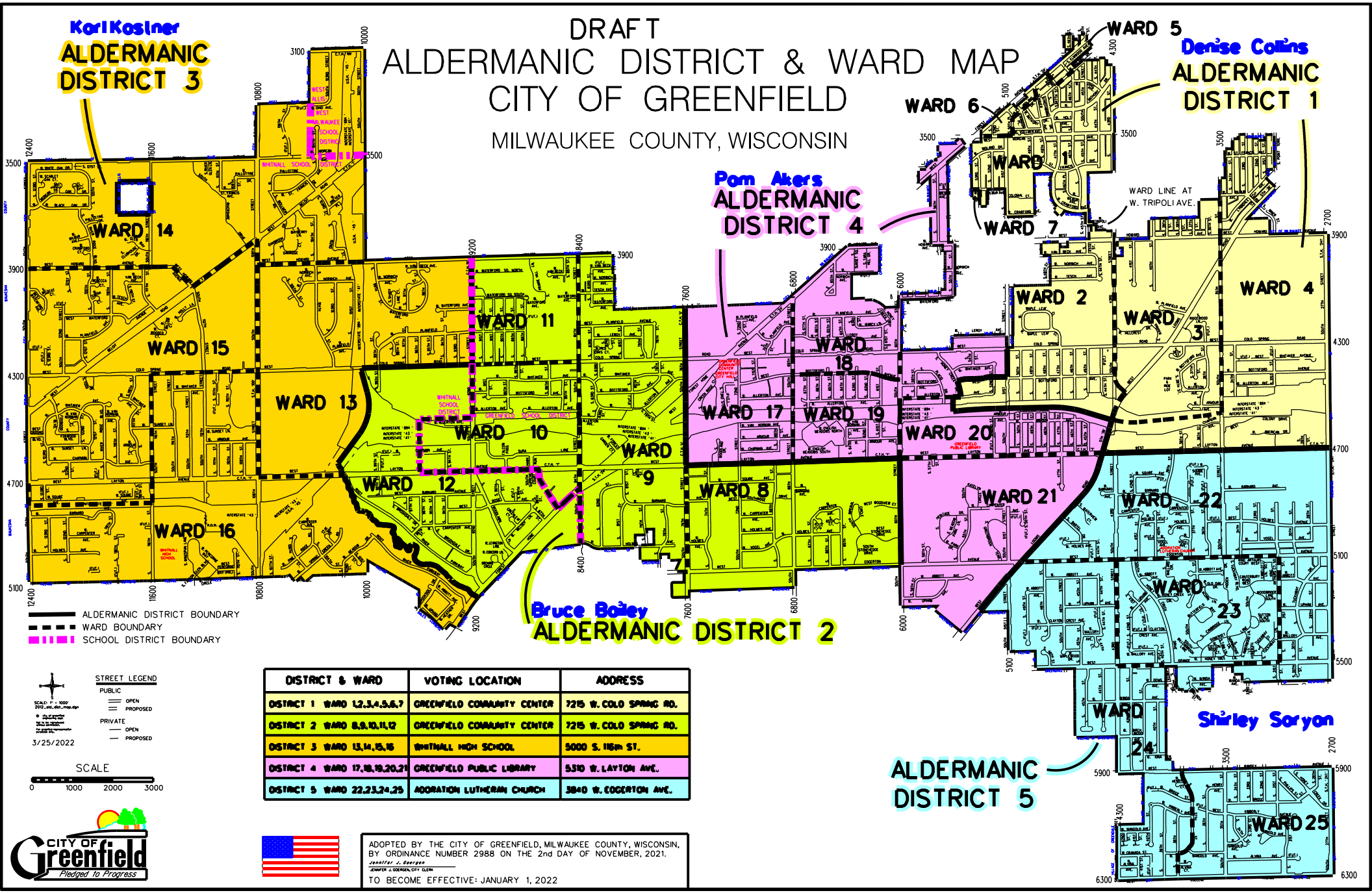
CITY OF Greenfield
Pledged to Progress

ADOPTED BY THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BY ORDINANCE NUMBER 2988 ON THE 2nd DAY OF NOVEMBER, 2021.

Jennifer J. Goergen
JENNIFER J. GOERGEN, CITY CLERK

TO BECOME EFFECTIVE: JANUARY 1, 2022

DRAFT
ALDERMANIC DISTRICT & WARD MAP
CITY OF GREENFIELD
MILWAUKEE COUNTY, WISCONSIN



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DISTRICT 2 WARD 8,9,10,11,12	GREENFIELD COMMUNITY CENTER	7215 W. COLD SPRING RD.
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STREET LEGEND
PUBLIC — OPEN — PROPOSED
PRIVATE — OPEN — PROPOSED

3/25/2022

SCALE
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CITY OF Greenfield
Pledged to Progress

ADOPTED BY THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BY ORDINANCE NUMBER 2988 ON THE 2nd DAY OF NOVEMBER, 2021.

Jennifer J. Goergen
JENNIFER J. GOERGEN, CITY CLERK

TO BECOME EFFECTIVE: JANUARY 1, 2022

RESOLUTION NO. ____

RESOLUTION AMENDING RESOLUTION #3828 AND #3830 ESTABLISHING MUNICIPAL WARDS AND DESIGNATING THE POLLING PLACE FOR EACH WARD

WHEREAS, municipalities are required to establish municipal ward plans and designate polling places for each ward as a result of the 2020 Census; and

WHEREAS, the City of Greenfield received notification on March 17, 2022 that our City has been impacted by new congressional maps that were provided to the Wisconsin Elections Commission showing congressional district line changes in our municipality a result of redistricting, requiring the City of Greenfield to take action to acknowledge the changes and approve an amended ordinance that accounts for these changes; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Greenfield, Milwaukee County, Wisconsin, hereby adopts the following amended Municipal Ward Plan for the City of Greenfield:

WARD 1 – Part of Tract 1203.00, Blocks 1004 thru 1010, 1012, 1014 thru 1016, 1018 thru 1024, 1027 thru 1039, 1041 thru 1044, and 1046

WARD 2 – Part of Tract 1203.00, Block 1040; Part of Tract 1204.00, Blocks 3006, 3007, 3020, 4000 thru 4012, 5009, and 5010

WARD 3 – Part of Tract 1204.00, Blocks 1011 thru 1015, 2001 thru 2005, 2012, 5002 thru 5008, and 5011

WARD 4 – Part of Tract 1204.00, Blocks 1000 thru 1010, 1016, 2000, 2006 thru 2011, 2013 thru 2015, 5000, and 5001

WARD 5 – Part of Tract 1203.00, Blocks 1000 thru 1003, and 1011

WARD 6 – Part of Tract 1203.00, Blocks 1013, 1017, 1025, and 1026

WARD 7 – Part of Tract 1203.00, Block 1045

WARD 8 – Part of Tract 1202.03, Blocks 2000 thru 2016, and 3006 thru 3013

WARD 9 – Part of Tract 1202.01, Blocks 1000 thru 1019; Part of Tract 1202.03, Blocks 1000, 1001, 1006 thru 1011, and 1020 thru 1026

WARD 10 – Part of Tract 1201.01, Blocks 2000, 3008, 3009; Part of Tract 1202.01 Blocks 2000 thru 2008; Part of Tract 1202.03, Blocks 1002 thru 1005, and 1012

WARD 11 – Part of Tract 1202.01, Blocks 3000 thru 3007, 4000, and 4001

WARD 12 – Part of Tract 1201.01, Blocks 2001, 2007 thru 2011, 2014, 2015, 3000, 3001, 3006, 3007; and Part of Tract 1202.03 Blocks 1013 thru 1019

WARD 13 – Part of Tract 1201.01, Blocks 2002, 3002 thru 3005; and Part of Tract 1201.02, Blocks 1016 thru 1021, and 3000 thru 3008

WARD 14 – Part of Tract 1201.02, Blocks 1000 thru 1015, 2000 thru 2003, 2005, and 2014 thru 2016

WARD 15 – Part of Tract 1201.01, Blocks 1004 thru 1010, 1014 thru 1020, 3013; Part of Tract 1201.02, Blocks 2006 thru 2013, and 2017 thru 2020

WARD 16 – Part of Tract 1201.01, Blocks 1000 thru 1003, 1011 thru 1013, 1021 thru 1024, 2003 thru 2006, 2012, 2013, 3010 thru 3012, and 3014 thru 3026

WARD 17 – Part of Tract 1202.02, Blocks 1000 thru 1015

WARD 18 – Part of Tract 0199.00, Blocks 3014, 4000, 4001, 4011, 4012, 4014, 4018, 4019; and Part of Tract 1202.02, Blocks 2000 thru 2011, and 3000

WARD 19 –Part of Tract 1202.02, Blocks 3001 thru 3007; Part of Tract 1202.03, Blocks 3000 thru 3005; Part of Tract 1204.00, Blocks 3000 thru 3005, 3010, 3011 and 3022

WARD 20 – Part of Tract 1204.00, Blocks 3008, 3009, 3012 thru 3019, 3021, and 3023 thru 3025

WARD 21 – Part of Tract 1205.01, Blocks 1005 and 1006; and Part of Tract 1205.02, Blocks 1001 thru 1009

WARD 22 –Part of Tract 1205.02, Blocks 1000, 1010, 2000 thru 2016, 4000 thru 4002, 4004 thru 4011, and 4013 thru 4015

WARD 23 – Part of Tract 1205.02, Blocks 3000 thru 3009, 4003, and 4012

WARD 24 – Part of Tract 1205.01, Blocks 1000 thru 1004, 1007 thru 1010, 2000 thru 2015, 3010, and 3019 thru 3024

WARD 25 – Part of Tract 1205.01, Blocks 3000 thru 3009, and 3011 thru 3018

BE IT FURTHER RESOLVED, that the polling places for the Wards shall be as follows:

Wards 1, 2, 3, 4, 5, 6 & 7 - Community Center, 7215 W. Cold Spring Road
Wards 8, 9, 10, 11 & 12 - Community Center, 7215 W. Cold Spring Road
Wards 13, 14, 15 & 16 - Whitnall High School, 5000 S. 116th Street
Wards 17, 18, 19, 20 & 21 – Greenfield Public Library, 5310 W. Layton Avenue
Wards 22, 23, 24 & 25 – Adoration Lutheran Church, 3840 W. Edgerton Avenue

BE IT FURTHER RESOLVED that the detailed map showing the Wards and municipal boundaries is hereby adopted.

BE IT FINALLY RESOLVED that within five days after adoption of the Municipal Ward Plan, the City Clerk is hereby directed to forward this resolution and supporting data to the Wisconsin Legislative Reference Bureau and the Milwaukee County Clerk and that this resolution shall remain in

effect for each election until modified or rescinded, in accordance with Statute, or until a new division is made following the next decennial federal census.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the ___ day of _____, 2022.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Z:\Resolutions\DraftRes0000-Amending Res 3828 Establishing Municipal Wards Designating Polling Places

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 22, 2022

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding Parking on 116th Street.

SUMMARY:

At the request of the Whitnall School District, parking restrictions on 116th Street will be modified as follows.

No parking, stopping or standing, school days, 7:00 a.m. to 4:00 p.m., on both sides of South 116th Street, from the south city limit, northerly to I-894.

Ordinance numbers 887, 1110, 1337, and 1889 are hereby repealed.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended to read as follows:

> No parking, stopping or standing, school days, 7:00 a.m. to 4:00 p.m., on both sides of South 116th Street, from the south city limit, northerly to I-894. Ordinance numbers 887, 1110, 1337, and 1889 are hereby repealed.

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 6th day of April, 2022.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 22, 2022

RELATING TO:

Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking on West Loomis Road.

SUMMARY:

To address a problem with parking, stopping or standing, parking restrictions on Loomis Road near Layton Avenue will be instituted.

No parking, stopping or standing, anytime, on the east side of West Loomis Road (STH 36), from the centerline of West Layton Avenue, northerly to I-894.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

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

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended to read as follows:

> No parking, stopping or standing, anytime, on the east side of West Loomis Road (STH 36), from the centerline of West Layton Avenue, northerly to I-894.

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 6th day of April, 2022.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 22, 2022

RELATING TO:

Discussion and decision **to sign an agreement with Milwaukee County in the amount of $177,582.71 for the City's share of the cost to improve Beloit Road from South 124th Street to South Wollmer Road.**

SUMMARY:

This summer, Milwaukee County will be reconstructing Beloit Road from South 124th Street to South Wollmer Road.

The City is responsible for a portion of the costs, including sidewalk, Multi-use path, street lights, and adjusting of city manholes.

FINANCIAL:

Funds are available in the capital improvement budget.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

LOCAL/COUNTY AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: February 28, 2022

PROJECT NO.: WH0110012

HIGHWAY: CTH T (West Beloit Road)

LIMITS: South 124th Street to South Wollmer Road

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Greenfield, a municipal corporation.

The portion of West Beloit Road from South 124th Street to South Wollmer Road has been designated County Trunk Highway "T" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "T" with construction anticipated to begin in May 2022.

The Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Greenfield, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

West Beloit Road (CTH T) is a predominately rural type roadway. To increase the service life of the pavement structure and improve the safety and operation is the reason for this request.

Proposed Improvement – Nature of work:

The roadway is scheduled for reconditioning of West Beloit Road (CTH T) by the County, including installation of on-street bicycle accommodations, shared-use path/sidewalk on the south side of W. Beloit Road (CTH T) connecting the Oak Leaf Trail and existing Falcon Ridge Trail to the S. 108th Street (STH 100) intersection, and new traffic signals at the intersections of South 124th Street and West Howard Avenue.

As requested by the Municipality, sanitary sewer facility work, street lighting work, sidewalk/path work, emergency vehicle preemption (EVP), and traffic signal color preference work, will be included with the construction of West Beloit Road (CTH T) proposed improvement project designated in the project as Category 0030. A corresponding City of Greenfield resolution was passed and adopted on January 18, 2022. In addition, a cost share of the construction costs of the intersection of S. 124th St. is designated in the project as Category 0040.

Project No. WH0110012
West Beloit Road (CTH T) from South 124th Street to South Wollmer Road
ESTIMATED COST SUMMARY*

CONSTRUCTION ESTIMATED COSTS-WH0110012 (SEE TABLE BELOW):

- **CATEGORY 0030- CITY OF GREENFIELD WORK**
  (sanitary sewer facility work, street lighting work, sidewalk/path work, emergency vehicle preemption (EVP), and traffic signal color preference)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	TOTAL ESTIMATED COST
WH0110012 CITY OF GREENFIELD CONSTRUCTION-CATEGORY 0030					
204.0195	Removing Concrete Bases	EACH	2	$350.00	$700.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	400	$30.00	$12,000.00
455.0605	Tack Coat	GAL	60	$4.50	$270.00
460.6224	HMA Pavement 4 MT 58-28 S	TON	225	$65.00	$14,625.00
602.0410	Concrete Sidewalk 5-Inch	SF	2550	$10.00	$25,500.00
602.0420	Concrete Sidewalk 7-Inch	SF	400	$12.00	$4,800.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	69	$40.00	$2,760.00
650.8500.01	Construction Staking Electrical Installations	LS	1	$3,000.00	$3,000.00
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	253	$8.00	$2,024.00
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	168	$11.00	$1,848.00
652.0615	Conduit Special 3-Inch	LF	373	$26.00	$9,698.00
652.0700.S	Install Conduit into Existing Item	EACH	1	$250.00	$250.00
653.0900	Adjusting Pull Boxes	EACH	1	$300.00	$300.00
654.0105	Concrete Bases Type 5	EACH	5	$900.00	$4,500.00
655.0305	Cable Type UF 2-12 AWG Grounded	LF	380	$1.30	$494.00
655.0610	Electrical Wire Lighting 12 AWG	LF	200	$0.75	$150.00
655.0900	Traffic Signal EVP Detector Cable	LF	600	$1.50	$900.00
SPV.0060	Emergency Vehicle Preemption System	EACH	1	$9,000.00	$9,000.00
SPV.0060	Special Sanitary Manhole Internal/External Seal	EACH	5	$1,200.00	$6,000.00
	Traffic Signals Black Color	LS	1	$8,644.00	$8,644.00
				CATEGORY 0030 TOTAL:	$107,463.00

Estimated Construction (WH0110012) City of Greenfield Category 0030 Costs: $107,463.00
+15% Construction Engineering & Contingency: $16,119.45
TOTAL Estimated Construction (WH0110012) City of Greenfield Category 0030 Costs: $123,582.45

Project No. WH0110012
West Beloit Road (CTH T) from South 124th Street to South Wollmer Road
ESTIMATED COST SUMMARY*

- **CATEGORY 0040- COST SHARE OF CONSTRUCTION WORK AT THE INTERSECTION OF WEST BELOIT ROAD (CTH T) & SOUTH 124TH STREET (25% Milwaukee County, 25% Waukesha County, 25% City of New Berlin, and 25% City of Greenfield)**

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	TOTAL ESTIMATED COST
WH0110012 SHARED COSTS CONSTRUCTION-CATEGORY 0040 SOUTH 124TH STREET INTERSECTION (25% SHARE)					
204.0120	Removing Asphaltic Surface Milling	SY	2000	$2.00	$4,000.00
204.0195	Removing Concrete Bases	EACH	7	$350.00	$2,450.00
204.9105.S.01	Removing Traffic Signal Equipment S. 124th Inters	LS	1	$3,000.00	$3,000.00
455.0605	Tack Coat	GAL	160	$4.50	$720.00
460.6224	HMA Pavement 4 MT 58-28 S	TON	1200	$65.00	$78,000.00
637.2210	Signs Type II Reflective H	SF	22	$22.00	$484.00
637.2215	Signs Type II Reflective H Folding	SF	11	$25.00	$275.00
638.2602	Removing Signs Type II	EACH	3	$25.00	$75.00
646.1020	Marking Line Epoxy 4-Inch	LF	700	$2.00	$1,400.00
646.3020	Marking Line Epoxy 8-Inch	LF	250	$3.00	$750.00
646.5020	Marking Arrow Epoxy	EACH	4	$300.00	$1,200.00
646.6120	Marking Stop Line Epoxy 18-Inch	LF	170	$18.00	$3,060.00
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	160	$12.00	$1,920.00
646.9000	Marking Removal Line 4-Inch	LF	570	$1.10	$627.00
646.9200	Marking Removal Line Wide	LF	50	$4.50	$225.00
650.8500.01	Construction Staking Electrical Installations	LS	1	$3,000.00	$3,000.00
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	195	$8.00	$1,560.00
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	355	$11.00	$3,905.00
652.0615	Conduit Special 3-Inch	LF	50	$26.00	$1,300.00
652.0800	Conduit Loop Detector	LF	60	$6.00	$360.00
653.0135	Pull Boxes Steel 24x36-Inch	EACH	1	$850.00	$850.00
653.0140	Pull Boxes Steel 24x42-Inch	EACH	1	$1,000.00	$1,000.00
653.0905	Removing Pull Boxes	EACH	1	$65.00	$65.00
654.0102	Concrete Bases Type 2	EACH	2	$1,200.00	$2,400.00
654.0110	Concrete Bases Type 10	EACH	4	$5,000.00	$20,000.00
654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	1	$3,000.00	$3,000.00
655.0240	Cable Traffic Signal 7-14 AWG	LF	600	$2.00	$1,200.00
655.0260	Cable Traffic Signal 12-14 AWG	LF	1800	$2.75	$4,950.00
655.0305	Cable Type UF 2-12 AWG Grounded	LF	570	$1.30	$741.00
655.0515	Electrical Wire Traffic Signals 10 AWG	LF	320	$1.00	$320.00
655.0610	Electrical Wire Lighting 12 AWG	LF	200	$0.75	$150.00

655.0700	Loop Detector Lead In Cable	LF	700	$1.30	$910.00
655.0800	Loop Detector Wire	LF	250	$1.20	$300.00
657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	2	$550.00	$1,100.00
657.0315	Poles Type 4	EACH	2	$1,700.00	$3,400.00
658.0173	Traffic Signal Face 3S 12-Inch	EACH	9	$650.00	$5,850.00
658.0174	Traffic Signal Face 4S 12-Inch	EACH	4	$840.00	$3,360.00
690.0150	Sawing Asphalt	LF	200	$1.60	$320.00
SPV.0060	Special Transport and Install Poles Type 9	EACH	2	$1,300.00	$2,600.00
SPV.0060	Special Transport and Install Poles Type 10	EACH	2	$1,300.00	$2,600.00
SPV.0060	Special Transport and Install Monotube Arms 30-FT	EACH	4	$1,600.00	$6,400.00
SPV.0060	Special Transport and Install Luminaire Arms 10-FT	EACH	2	$400.00	$800.00
SPV.0060	Special Transport and Install Radio	EACH	1	$1,200.00	$1,200.00
SPV.0060	Special Hydro Excavation	EACH	2	$3,500.00	$7,000.00
SPV.0060	Special Transport and Traffic Signal Cabinet	EACH	1	$4,000.00	$4,000.00
SPV.0060	Special Transport and Install Video Detection Sys	EACH	1	$5,000.00	$5,000.00
				CATEGORY 0040 TOTAL:	**$187,827.00**
				CATEGORY 0040 TOTAL SHARE (25%):	**$46,956.75**

Estimated Construction (WH0110012) City of Greenfield Category 0040 Costs: $46,956.75

+15% Construction Engineering & Contingency: $7,043.51

TOTAL Estimated Construction (WH0110012) City of Greenfield Category 0040 Costs: $54,000.26

TOTAL Estimated PROJECT (Categories 0030 & 0040) City of Greenfield Costs: $177,582.71

***** The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

	Director, Department of Transportation	
Signature	Title	Date

Donna Brown-Martin
Name (Written Clearly)

Signed for and on behalf of the City of Greenfield:

	Mayor	
Signature	Title	Date

Michael J. Neitzke
Name (Written Clearly)

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.

2. The Municipality will pay to the County such related costs for items as outlined below and listed in the Estimated Cost Summary.

3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:

    a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
    b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
    d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
    e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
    f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
    g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
    h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
    i. Installation of new sidewalk required for the project to meet Federal funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:

    a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
    b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
    c. New installations of or alterations of sidewalks that are not deemed necessary in 3i above, unless agreed as specified in the Estimated Cost Summary.

5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by the County.

7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.

8. The Municipality at its own cost and expense and using its own labor forces and equipment will:

    a. Prohibit angle parking.
    b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
    j. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement, including coordinating work, unless otherwise agreed as specified in the Estimated Cost Summary.

(End of Document)

Common Council Meeting Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: April 6, 2022

RELATING TO:

Discussion and decision to **adopt a resolution in support of applying for a grant from the Wisconsin Department of Natural Resources for maintaining and improving the Pondview Park pond.**

SUMMARY:

The Department of Neighborhood Services is applying for a grant from the Wisconsin Department of Natural Resources for maintaining and improving the Pondview Park pond. Sediment would be removed from the pond. It would also be reconfigured to simplify maintenance and improve water quality.

The Pondview Park pond is a regional stormwater management facility designed and constructed to control the rate of flow of water and to improve water quality.

The pond has a secondary benefit as a feature of the park.

Sediment needs to be removed from the pond every 10 to 15 years.

The grant would fund a portion of eligible project costs. A resolution by the City in support the project and grant is a required condition of the grant application.

The grant application for the Honey Creek restoration will be in the amount of up to $150,000.

The balance of the project costs will be funded through the stormwater utility.

Construction would be in 2023 or 2024.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

RESOLUTION NO.

RESOLUTION ESTABLISHING GOVERNMENTAL RESPONSIBILITY
FOR URBAN NONPOINT SOURCE AND STORMWATER GRANTS

WHEREAS, The City of Greenfield is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 154 and 155); and

WHEREAS, the City attests to the validity and veracity of the statements and representations contained in the grant application;

WHEREAS, a cost-sharing grant is required to carry out the project:

NOW, THEREFORE, BE IT RESOLVED that the City will meet the financial obligations necessary to fully and satisfactorily complete the project;

BE IT FURTHER RESOLVED that the Director of the Department of Neighborhood Services is hereby authorized to act on behalf of the City of Greenfield to: Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available; obtain Common Council authorization to enter into a grant agreement between the local government (applicant) and the Department of Natural Resources; Sign and submit reimbursement claims along with necessary supporting documentation; Sign and submit interim and final reports and other documentation as required by the grant agreement; Sign and submit an Environment Hazards Assessment Form, if required; and take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City will comply with all local, state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 6th day of April, 2022.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Board of Public Works Meeting Item Number:

Introduced By: Neighborhood Services (Katz)

Date Introduced: March 22, 2022

RELATING TO:

Discussion and decision to **approve a contract for a Surface Water Grant administered by the Wisconsin Department of Natural Resources to fund stormwater management improvements for the Honey Creek.**

SUMMARY:

The City of Greenfield has received a grant in the amount of $25,000 to fund stormwater management improvements for the Honey Creek.

This project will reduce flooding, improve water quality, improve wildlife habitat, and enhance recreation along the Honey Creek.

The focus of the project will be between 47th Street and Layton Avenue.

Neighborhood Services is concurrently applying for or has received other grants that will be used in combination to fund a large portion of the project costs.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Notice:

All four please e-sign this page.

The paper original will be signed later by the Mayor, to be recorded with the County Register of Deeds.

By: _____
Michael J. Neitzke
Mayor Date _____

By: _____
Jennifer Goergen
City Clerk Date _____

By: _____
Paula Schafer
Finance Director Date _____

By: _____
Brian Sajdak
City Attorney Date _____
Approved as to form

SURFACE WATER GRANT CONTRACT
Surface Water Restoration Project

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707-7921

Project Number:
RM9222

Sponsor:
City of Greenfield

Project Title:
RES - Honey Creek Headwaters Streambank Stabilization

Name of Program & Statute:
Surface Water Grants, s. 281.69 Wisconsin Statutes

State ID#:
370.663

Recording Area

Name & Return Address

Period Covered by the Grant:
From March 15, 2022 Through December 31, 2024

Project Scope and Budget

The City of Greenfield is undertaking activities restore channel dimensions, floodplain connectivity, and install stream habitat structures in the headwaters of Honey Creek in Milwaukee County.

Specific project activities include: 1.) Clear and grub existing woody debris, excavate new channel with meanders and pools. 2.) Install in-stream habitat structures in accordance with activities outlined in the City of Greenfield's Surface Water Grant Application 3.) Conduct floodplain improvements on approximately 6.36 acres in accordance with activities outlined in the City's application. 4.) Utilizing native plantings and integrated bank treatments, stabilize streambanks within the project area. 5.) Provide to the Department a written summary of activities conducted under this project, including: before and after project photos, number and description of in-stream structures installed, length of established new channel, a summary description of floodplain improvements, a summary of any public outreach undertaken to promote the project, and a calculation summary of TSS and Phosphorus reductions due to the project.

The City of Greenfield restoration project is located on the following parcels of land described in Exhibit A and further identified in Exhibit B, attached.

For the restoration work completed under this project, the sponsor agrees:

1. To have control of the property, through ownership, easements or deed restrictions, such that all land being restored with surface water grant funds are operated and maintained for a minimum of 20 years.
2. To implement the agreed upon restoration and/or conservation practices in accordance with the provisions of the project and site-specific management plan developed as a result of the project.
3. Violations of this agreement will cause restoration orders and/or reimbursement of surface water grant (RM9222) funds used for project implementation.
4. Wisconsin Department of Natural Resources staff has the right to conduct site inspections for practice installation, operation and maintenance, and compliance with the provisions of the site-specific approved management plan.
5. To complete the following deliverables:

Project final deliverables include: 1.) A submittal to the Department in written and electronic form summarizing activities completed under this grant

This scope summarizes the project detail provided in the application and does not negate tasks/deliverables described therein. Data, records, and reports, including GIS-based maps, and digital images, must be submitted to the Department in a format specified by the regional River Biologist.

If consultant is to provide final report, it is recommended that Grantee provide DNR Lake Coordinator with a draft for comment on report adequacy prior to making final payment to the consultant. DNR to receive both paper and electronic .pdf copies of the final report along with, or prior to submission of grantee's final payment request.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:
Chrissy Kozik, Environmental Grant Manager, 414-897-5776, christine.kozik@wisconsin.gov

PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are incorporated into and made part of this agreement:
Total Project Cost	$1,143,330.00	1. *Chapter NR 193, Wisconsin Administrative Code*
Cost-share Percentage	75%	2. *Surface Water Grant Application Form #8700-284 and all attachments.*
State Aid Amount	$ 25,000.00	
Project Sponsor Share	$ 1,118,330.00	

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions to the original grant agreement, including cost adjustments, time extensions, and scope changes, must be requested by the grantee in writing. E-mail from the grantee is an acceptable format. Grantee must submit requests for amendment to this agreement prior to the end date of the original agreement. The Department may approve time extensions to the original agreement in writing without the requirement of the Grantee's signature. The Department may only approve cost and scope changes in a written grant agreement that requires signature of the grantee. The Grantee shall submit each amendment request to the Department contact listed on page 1 of this agreement.

3. Failure by the Grantee to comply with the terms of this agreement shall cause the suspension of all obligations of the State unless, in the judgment of the Secretary of the Department, such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

4. Grantee match is defined as that portion of eligible project costs paid for by the grantee. Eligible sources of grantee match may include cash from the grantee; funds generated by local, non-department state or federal governments; grants or contributions from foundations, businesses, private individuals or nonprofit organizations; and donated or force account labor, professional services, supplies, and equipment usage. State funds from the department may not be considered part of the grantee match. Interest earned on advance payment under this grant cannot be considered as grantee match.

5. **The Grantee:**
   a. Agrees to comply with all applicable provisions of Wisconsin Statutes and Administrative Code in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of ss. 23.22, 281.68, 281.69. 281.70, and 281.71, Wis. Stats., as appropriate, and to comply with all applicable federal, state and local contract and bidding requirements. The Grantee should consult its legal counsel with questions concerning contracts and bidding.

   b. Agrees to obtain all regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies prior to project implementation and complied with fully during project implementation

   c. Promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.

   d. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.

   e. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Grantee and all of its employees, agents or representatives. The Grantee is an Independent Contractor for all purposes, not an employee or agent of the Department.

   f. Agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Grantee fails to comply with the conditions of this agreement or project proposal as approved by the Department or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Grantee fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.

   g. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Grantee agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

h. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices and shall be maintained by the Grantee in separate accounts.

i. Agrees to submit final reimbursement claims within six (6) months from the grant end date. Reimbursement requests must be accompanied by progress reports detailing activities that have taken place during the time period for which the Grantee is seeking reimbursement and documentation for the costs being claimed.

j. Agrees to keep all financial records, including invoices and canceled checks, that support all project costs claimed by the Grantee and make these available to the Department for inspection for six (6) years after receipt of final payment.

k. Agrees that all water chemistry analyses that are part of the project shall be analyzed by either the Wisconsin State Lab of Hygiene or a Wisconsin certified laboratory approved by the Department for sample analysis. The DNR must pre-approve private laboratory eligibility. The grantee will first pay 100% of laboratory costs incurred directly to the laboratory and then request reimbursement from the DNR. This provision does not apply to planning projects conducted by the U.S. Geological Survey.

l. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department's regional contact.

m. Agrees to provide all information (data) gathered under this grant and final report products in electronic format and to submit these materials to the Department's regional contact as part of the final report.

n. Will follow the conditions related to invasive species movement. The grantee agrees to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:

   1. Aquatic plants and animals shall be removed, and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code.

   2. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at http://dnr.wi.gov/topic/invasives/disinfection.html.

o. Agrees to have an annual audit performed in accordance with *2 CFR Part 200* Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling $750,000 or more during the fiscal year and the those funds were received from a State or Federal agency. This project is using Federal funds or is using state funds that the DNR is using as match to a Federal grant. As a result, you are required to complete DNR Form 9300-230 http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf, titled Grant Partner Financial Data Report, and submit the completed form to the DNR along with each reimbursement request that you submit.

6. **The Department:**

a. Promises, in consideration of the covenants and agreements made by the Grantee, to obligate for the Grantee the amount of $25,000.00, and to tender to the Grantee that portion of the obligation that is required to pay the Department's share of the costs based upon the state providing up to the maximum percent of eligible project costs and not to exceed the maximum allowable grant award.

b. Agrees that the Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.

c. Reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with this agreement.

d. Will withhold up to 10% of the state share for final payment, subject to a determination that the projects final report, and any required audits have been completed satisfactorily.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Indirect costs are not eligible for reimbursement under the Surface Water Grants program. This applies to both indirect costs that the grantee may wish to charge the Department and any indirect costs that a subcontractor may wish to charge the grantee. If indirect costs are incurred, they are wholly the responsibility of the grantee.

SPONSOR

Signed this_____day of_____,20_____.

_____

Signature of Sponsor Representative

_____

Typed Name of Sponsor Representative

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____day of_____,20____, the above named

_____ to me known to be the person who executed the foregoing instrument and

acknowledged the same.

_____

Signature of Notary Public

_____

Typed Name of Notary Public

Notary Public, State of Wisconsin

My Commission (expires)(is)_____

Signed this 8 day of March ,20 22.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

BY Laura MacFarland

Laura MacFarland, Surface Water Grant Program Manager
Bureau of Community Financial Assistance

STATE OF WISCONSIN)
Oneida) SS.
COUNTY)

Personally came before me this 8th day of March ,20 22 the above named

Laura MacFarland to me known to be the person who executed the foregoing instrument and

acknowledged the same.

RUTH D. JOHNSON NOTARY PUBLIC STATE OF WISCONSIN

Ruth D Johnson

Signature of Notary Public

Ruth D. Johnson

Typed Name of Notary Public

Notary Public, State of Wisconsin

My Commission (expires)(is) 5/20/2024

Exhibit A

Area A
Outlot 1 of Certified Survey Map No. 4257, being a part of the Northwest ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Area B
Parcel 2 of Certified Survey Map No. 2008, being a part of the Northwest ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Area C
Parcel 2 of Certified Survey Map No. 4734, and that part of vacated South 51st Street adjacent on the East, all being a part of the Northwest ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Area D
That part of the Northwest ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at Northeast corner of said ¼ Section; thence South 88°30'37" West on and along the North line of said ¼ Section, 668.56 feet to a point; thence South 00°41'56" East, 576.21 feet to a point, said point being the Southwest corner of Parcel 1 of Certified Survey Map No. 4734 and the point of beginning of lands to be described: thence South 69°03'35" East, 245.58 feet to a point of curvature; thence Southeasterly, 116.01 feet along the arc of a curve, the center of which lies to the Northeast, the radius of which is 381.07 feet and the chord of which bears South 77°46'51.5" East, 115.56 feet to a point of tangency; thence South 86°30'08" East, 328.16 feet to a point on the East line of said ¼ Section; thence South 00°40'28" East on and along said east line, 100.26 feet to a point; thence North 86°30'08" East, 334.96 feet to a point, said point being the Northwest corner of Parcel 2 of said Certified Survey Map; thence North 00°41'12" West, 50.14 feet to a point of curvature; thence Northwesterly, 128.06 feet along the arc of a curve, the center of which lies to the Northeast, the radius of which is 431.07 feet and the chord of which bears North 77°34'14" West, 127.59 feet to a point of tangency; thence North 69°03'35" West, 225.74 feet to a point; thence North 00°41'56" West, 53.79 feet to the point of beginning.

Area E
That part of the Northeast ¼ of Section 26, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, as delineated in the following description, which lie 50.00 feet on each side of, and as measured normal to the following described reference line as follows:
Commencing at Northwest corner of said ¼ Section; thence South 00°40'05" East on and along the West line of said ¼ Section, 775.96 feet to a point, said point being the point of beginning of said reference line; thence South 86°29'45" East, 1,514.20 feet to a point, said point being the point of termination of said reference line. Excepting therefrom, Lot 10 of Matador Estates, a recorded subdivision.

HERITAGE DR S
055TH ST S
CARPENTER AVE W
KATELYN CI S
A
B
C
D
E
NW 1/4 Section 26
Township 6 North
Range 21 East
NE 1/4 Section 26
Township 6 North
Range 21 East
NW 26
NE 26
SW23
SE23
052ND ST S
051ST ST S
050TH ST S
049TH ST S
048TH ST S
047TH ST S
046TH ST S
LAYTON AVE W
ALLEEN CIE W LAYTON AVE
LOOMIS RD W

Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 22, 2022

RELATING TO:

Discussion and decision **to approve an agreement with Timothy Pearson and Dawn Dessereau to allow a private retaining wall and landscaping stone outcropping in a permanent city storm and drainage easement at 6075 S 34th Street.**

SUMMARY:

The City received a request to construct a private retaining wall and landscaping stone outcropping in a permanent City storm and drainage easement at 6075 S 34th Street, Tax Key No. 691-0031-000.

Prior to permitting anything in an easement, the City requires applicant to enter into an agreement to address certain terms and conditions.

FINANCIAL:

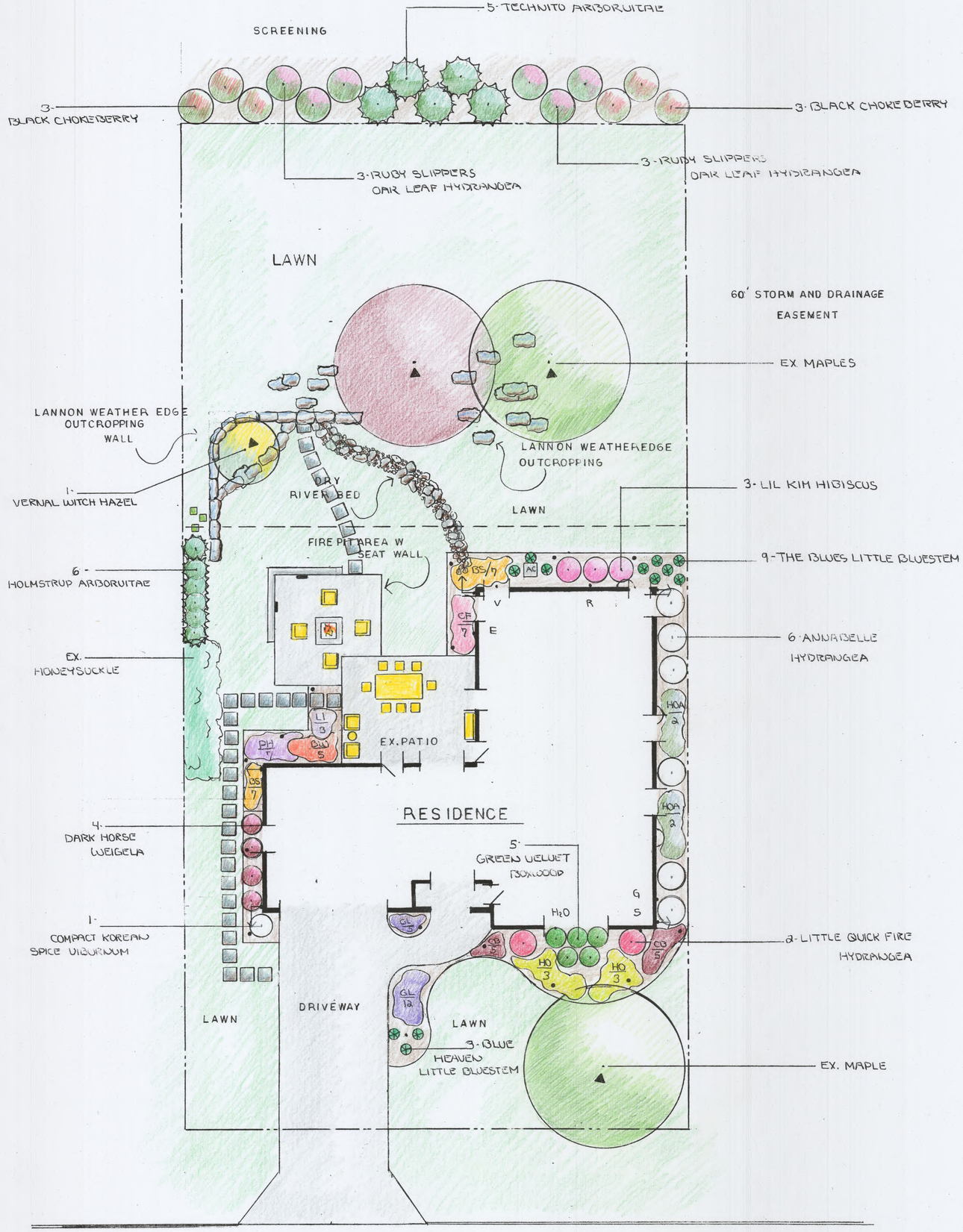
Applicant is required to pay $30 to cover the Register of Deeds recording fee.

RECOMMENDATION:

Approve agreement.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION _X_ FISCAL NOTE ___**

MOTION ___ OTHER _X_ draft agreement



PERENNIALS

BS	GOLD RUSH BLACKEYED SUSAN
BW	BUTTERFLY WEED
CB	OBSIDIAN CORAL BELLS
CF	POW WOW WILD BERRY CONEFLOWER
GL	MILLENIUM GLOBE LILY
HO	AUGUST MOON HOSTA
HOA	BLUE ANGEL HOSTA
PH	DAVID'S LAVENDER PHLOX

NIGHT LIGHTING

SPOT ▲
PATH ●
WALL ▬

Creative Landscape Designs

2612 S. GREELEY ST. SUITE 238
MILWAUKEE, WI 53207

1/8" =1.0' REV:

PLAN AS SHOWN IS CONCEPTUAL ONLY FOR ILLUSTRATION PURPOSES AND NOT FOR CONSTRUCTION

THE PEARSON RESIDENCE
6075 S. 34TH STREET.
GREENFIELD, WI 53221

DESIGNED AND DRAWN BY:
LYNN GOLDSTEIN

MARCH 5, 2022

THIS DRAWING IS MADE SOLELY FOR THE INDIVIDUAL HEREIN AND IS THE PROPERTY OF CREATIVE LANDSCAPE DESIGNS, LLC. ANY UNAUTHORIZED USE OR DUPLICATION IS IN VIOLATION OF THE COPYRIGHT LAWS

LANNON WEATHEREDGE OUTCROPPING

VIEW SAMPLE LARGER

BEAVER CREEK

CHILTON

CHILTON WEATHEREDGE

FOND DU LAC

FOND DU LAC SILVER

HOLEY BOULDERS

KODIAK

LANNON

LANNNON
WEATHEREDGE

WINNEBAGO

Outcropping stone from Halquist is perfect for creating a seamless transition from a natural environment into a man-made one. These rugged, irregular pieces of stone are available in weatheredge or broken quarry face. Whether you're designing a beautiful waterfall, holding back a large hill of dirt or accenting your landscaping, nothing beats the natural beauty of outcropping stone. **Outcropping** is typically available in sizes
ranging from 5 to 12 inches thick and up to six feet in width.

SIZES: 18" TO 6' | **THICKNESS** : 4" TO 18" THICK

COLOR TONES: BUFF, RUST, ORANGE

REQUEST A BROCHURE

Notice:

All four please e-sign this page.

The paper original will be signed later by the Mayor, to be recorded with the County Register of Deeds.

By: _____
Michael J. Neitzke
Mayor Date _____

By: _____
Jennifer Goergen
City Clerk Date _____

By: _____
Paula Schafer
Finance Director Date _____

By: _____
Brian Sajdak
City Attorney Date _____
Approved as to form

DRAFT

PEARSON / DESSEREAU
RETAINING WALL AGREEMENT

This Agreement made this _____day of _____, 2022, 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 **TIMOTHY PEARSON & DAWN DESSEREAU,** 6075 South 35th Street, Greenfield, WI 53221, hereinafter called **"OWNER"**.

WHEREAS, **OWNER** is the current property owner of 6075 South 34th Street, legally described as follows, to-wit:

Lot 3, Block 3 of Behrens Subdivision No. 2, being a part of the Southeast 1/4 of Section 36, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

commonly known as Tax Key No. 691-0031-000, and which real estate is subject to a 60 foot CITY permanent storm and drainage easement, recorded September 17, 1978 on Document No. 5038218, and

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

WHEREAS, the **CITY,** at its March 22, 2022 Board of Public Works meeting and at its _____, 2022 Common Council meeting have approved said request and authorized the same.

Return to:

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

691-0031-000 .
Tax Key No.

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 retaining wall and stone outcropping in said permanent storm and drainage easement, as shown on Exhibit A.

2. Prior to the installation of said retaining wall, **OWNER** shall obtain a building permit for the installation of said retaining wall. The placement of a stone outcropping does not need to be permitted.

3. All expense of construction, maintenance and removal of said private retaining wall and stone outcropping shall be paid by **OWNER,** their successors, heirs and assigns.

4. **OWNER** acknowledges that it shall not block or dam existing drainage patterns during or after the construction of the retaining wall and stone outcropping.

5. **OWNER** shall maintain the private retaining wall and stone outcropping in good condition. Should they 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 retaining wall and stone outcropping and restore the area at **OWNER**

expense.

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

7. If so ordered, **OWNER** agrees to remove said private retaining wall and/or stone outcropping 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 said retaining wall and/or stone outcropping and charge **OWNER** for the removal cost.

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

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

OWNER

_____
Timothy Pearson

_____
Dawn Dessereau

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2022, the above named Timothy Pearson and Dawn Dessereau, 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)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2022, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

_____
Notary Public, Milwaukee County, Wisconsin

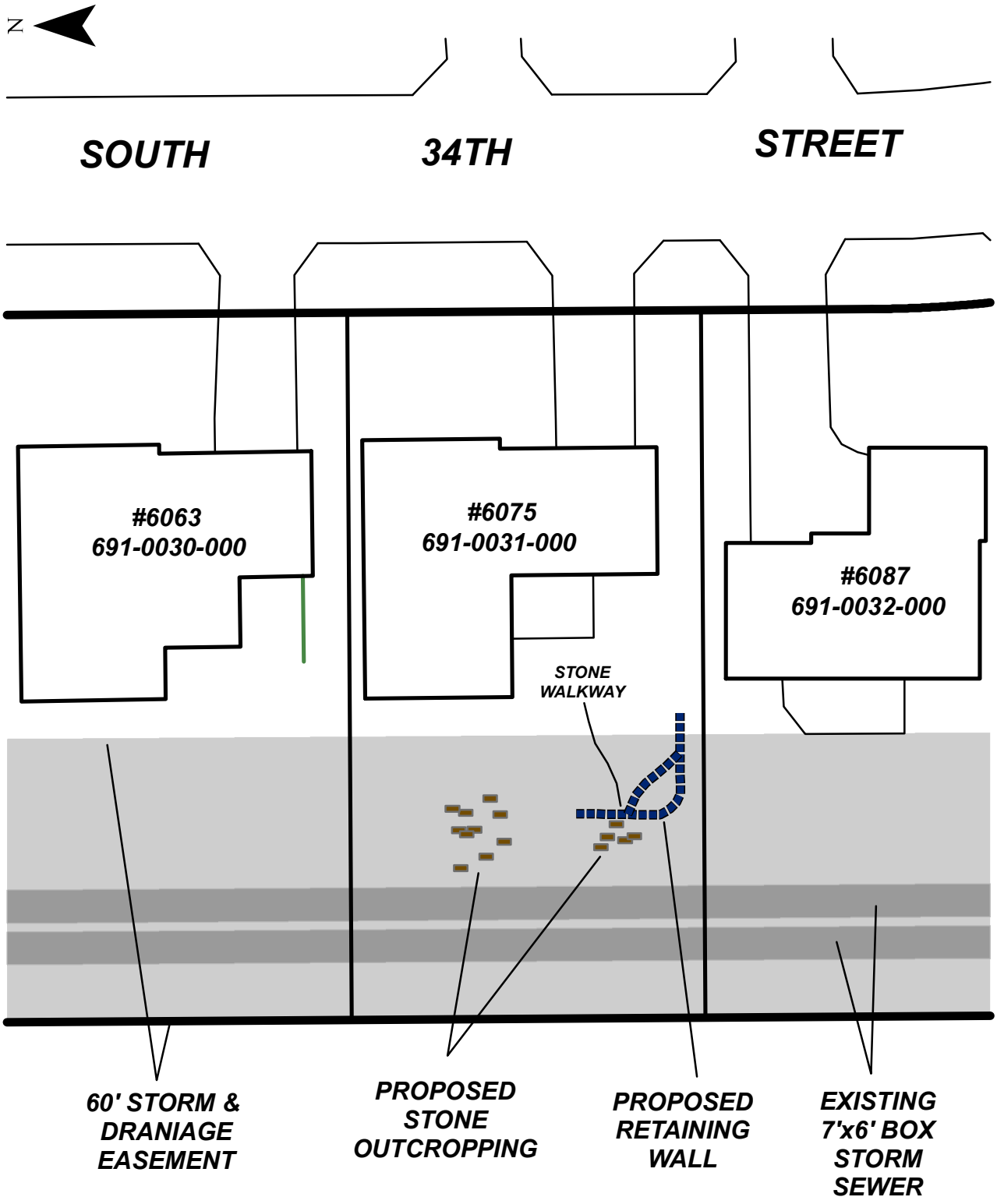
_____
Printed name

My Commission Expires: _____

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

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

EXHIBIT A


N
SOUTH 34TH STREET
#6063
691-0030-000
#6075
691-0031-000
#6087
691-0032-000
STONE WALKWAY
60' STORM & DRANIAGE EASEMENT
PROPOSED STONE OUTCROPPING
PROPOSED RETAINING WALL
EXISTING 7'x6' BOX STORM SEWER
SOUTH 35TH STREET

Finance and Human Resources Meeting Item Number:

Introduced By: Public Works (Laskoski)

Date Introduced: March 30, 2022

RELATING TO:

Discussion and decision to **accept a grant from the Department of Natural Resources for urban forestry in the amount of $17,238.62.**

SUMMARY:

The city has been awarded a grant from the Department of Natural Resources for urban forestry in the amount of $17,238.62.

The grant will fund public outreach, planting 25 alternative species of trees in ash heavy neighborhoods, hiring an outside contractor for removal of dead and hazardous primarily ash trees beyond our capabilities, and provide DPW staff training in safe chain saw and felling techniques.

FINANCIAL:

The grant will be matched 50% by existing forestry costs approved in the budget.

RECOMMENDATION:

Accept a grant from the Department of Natural Resources for urban forestry in the amount of $17,238.62.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

March 9, 2022

►REQUIRES IMMEDIATE ACTION◄
Urban Forestry
Grant# 22UF1510
Grant Amount: $17,238.62

Mr. John Laskoski
Director of Public Works
City of Greenfield
4551 S 52nd St
Greenfield, WI 53220

Dear Mr. Laskoski:

Congratulations! We are pleased to forward to you a grant agreement for financial assistance for the following project:
CONNECTING FORESTRY TO PEOPLE

Please review and print the agreement. Return the original signed and dated by the **Authorized Representative, within 10 business days of this letter's date,** to:

Mail hard copies:

Wisconsin Department of Natural Resources
Urban Forestry Grants
518 W. Somo Ave
Tomahawk, WI 54487

Scan and Email:

Scan the signed agreement and attach to an email addressed to DNRUrbanForestryGrants@wisconsin.gov

Contacts:

Nicolle Spafford, Program Specialist
715-896-7099

Keep a copy for your file.

Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: March 9, 2022 through December 31, 2023.** All project activities must occur within this time period to be eligible. Do not incur costs prior to the Grant Award Start Date, regardless of the date on which this grant agreement is signed.

☒ **Changes to the approved project scope, time period, and/or budget** may not be made without prior approval from the Department.

☒ **An interim report of the project's activities will be due within 6 months of the Grant Award Start Date. A final report of the project's activities will be due within 90 days of grant expiration. Send the report to your Regional Urban Forestry Coordinator, Kim Sebastian, DNR – 1027 W St Paul Ave, Milwaukee, WI 53233. ~**

☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization's or agency's attorney for advice. The *Procurement Guide for Local Governments Receiving Grants (State or Federal) from the Wisconsin Department of Natural Resources* explains the department's general bidding and contracting standards for grant projects.

Please note that any construction work or work performed by a consultant or other service provider totaling $25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with or before the final report.

Instructions and forms for the financial administration of the project are located in the *2022 Recordkeeping & Reimbursement Guide* and available at: dnr.wi.gov keyword: UF Grant. Submit the final reimbursement information as soon as possible, or no later than **March 31, 2024.** If you charge equipment usage to the grant, refer to the "DOT 2022 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment.

Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor's labor costs. For 2022 grant projects, the DOA maximum fringe benefit rate is 47.66 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.

If you are considering the use of a consultant, please review this online reference: "Guidelines for Working with Consultants on Urban Forestry Grant Projects". These guidelines may assist you in your work with consultants.

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** If you have questions about the grant agreement, contact Nicolle Spafford, Urban Forestry Grants Specialist. For questions about the details of your project, contact your Urban Forestry Coordinator.

The Department of Natural Resources is pleased to participate with you in this urban forestry project.

Sincerely,

Carmen Hardin
Bureau Director of Applied Forestry

Enclosure(s)

C: Kim Sebastian – DNR Urban Forestry Coordinator, Milwaukee
Dennis Fermenich – Consulting City Forester

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707-7921

GRANT CONDITIONS

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personally, identifiable information will be used for managing grants and is not intended to be used for other purposes.

Sponsor	Project Number
City of Greenfield	**22UF1510**

Project Title

CONNECTING FORESTRY TO PEOPLE

Period Covered by This Agreement	Name of Program
March 9, 2022 through December 31, 2023	**Urban Forestry Grant Program**

Project Scope and Description of Project

The City of Greenfield shall participate in the Urban Forestry Grant Program by providing the following items as described in the project application.

Project Description: **A healthy forest, starts with healthy roots at its foundation. Similarly, a healthy urban forest requires citizen support if it is to have a healthy foundation. To date, Greenfield has focused it's forestry efforts on planting trees. We have organized, developed staff, created policy and ordinance to support our forest. However, we have not adequately nurtured an important part of the urban forest floor, the people. It is with that in mind we, will conduct several community outreach events, the largest being a Forestry/Nature Fest. Open to the public for all ages. We will also distribute forestry and environmental information, literature, and memorabilia during four Farmers market days and the Greenfield National Night Out event. We plan to reach municipal professionals from across the state with forestry information by providing a guest speaker at the Greenfield DPW EXPO. We will continue our ash and safety programs by planting 25 alternate specie trees in ash heavy neighborhoods, utilizing an outside contractor for removal of dead and hazardous primarily ash trees beyond our capabilities and provide DPW staff training in safe chain saw and felling techniques.**

Scope Details:

Project Cost:	
Total Cost	**$34,477.24**
Fund Support	50%
State Aid Amount	**$17,238.62**
Sponsor Share	**$17,238.62**

The following documents are hereby incorporated Into and made part of this agreement:

1. Chapter NR 47, Subchapters I and V, Wisconsin Administrative Code
2. Urban Forestry Grant Application and attachments dated September 30, 2021

GRANT CONDITIONS

Info/Educ/Outreach
Training
Tree Maint, Planting
Tree Maint, Removal

A. GENERAL CONDITIONS

1. **PERFORMANCE**. The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the City of Greenfield (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.

2. **INDEPENDENT CONTRACTOR**. The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.

3. **ENTIRE GRANT AGREEMENT**. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.

4. **GRANT AGREEMENT AMENDMENTS**. Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.

5. **SUSPENSION OF OBLIGATIONS**. Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.

6. **AFFIRMATIVE ACTION PLAN**. If this agreement is for an amount of at least twenty-five thousand dollars ($25,000), the PROJECT SPONSOR agrees to submit a written affirmative action plan to the DEPARTMENT within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (PROJECT SPONSORS with an annual work force of fewer than twenty-five (25) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the termination of this agreement by the DEPARTMENT or withholding of payment.

7. **The PROJECT SPONSOR agrees:**

   a. **OFFER ACCEPTANCE**. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Coordinator one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.

   b. **DECLINING OFFER**. To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.

   c. **EXECUTION OF AGREEMENT**. To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.

   d. **APPLICABLE LAW**. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.

   e. **BIDDING**. To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants.*

   f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS**. To comply with the Urban Forestry grant program procedures, a copy of which is attached hereto and made a part hereof.

Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.

g. **INDEMNIFICATION**. To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.

h. **REPAYMENT; TERMINATION**. To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.

i. **NON-DISCRIMINATION**. In connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

8. **The DEPARTMENT agrees:**

a. **GRANT ENCUMBRANCE AND PAYMENT**. In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of $17,238.62.

b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.

c. **ACCESS TO RECORDS**. To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.

d. **TERMINATION**. To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

1. The PROJECT SPONSOR agrees to sign and return the grant agreement **within 10 business days** of receipt of this agreement.

2. The PROJECT SPONSOR agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. For 2022 grant projects, the DOA maximum fringe benefit rate is 47.66 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.

3. The PROJECT SPONSOR agrees to use the "DOT 2022 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.

4. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review ***within 6 months of project commencement***, an interim report to contain details of progress, findings, problems, and other information regarding the status of the project.

5. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review ***within 90 days of grant expiration*** a final project summary to include:

    a. Documentation of all project activities during the grant period
    b. Documentation and justification of all project modifications
    c. Documentation of all public information and educational activities which were conducted
    d. Conclusions and results
    e. An appendix that includes all references and supporting documents for the final report. (A summary of any/all applicable state and federal laws and regulations shall also be made part of the appendix.)

6. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the DEPARTMENT's satisfaction that there is a local commitment to, and involvement in, the project.

7. Please note that any construction work or work performed by a consultant or other service provider totaling $25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The Urban Forestry Coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.

8. All published documents such as strategic or management plans, training materials, fact sheets, public awareness brochures, etc., must include the following statement in the introduction or other appropriate place: "This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under s. 23.097, Wis. Stat."

9. Prior to purchase, printing, publication, or duplication, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, any/all public awareness or educational materials developed for the project.

10. The PROJECT SPONSOR gives the DEPARTMENT permission to share products funded by this grant with other interested parties for instructional or educational purposes.

11. Prior to tree ordering, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a planting plan, to include planting specifications, site map(s), and species list.

12. Planting methods and overall care and maintenance shall conform to the most current version of Developing Tree Purchase and Planting Specifications for Bid published by the Wisconsin Department of Natural Resources Forestry Program. Any deviations from these specifications must have prior approval by the DNR urban forestry coordinator. Planting component may be inspected and approved by the DNR urban forestry staff to the above specifications.

13. Nursery stock shall meet standards established in the most current edition of ANSI Z60.1 American Standard for Nursery Stock.

14. Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.

15. The PROJECT SPONSOR shall provide maintenance on trees for a minimum of three years following planting.

16. The PROJECT SPONSOR's Planting Plan is not to involve overrepresented genera including, but not limited to, maples. Overrepresented genera are those that comprise 10 percent or more of the PROJECT SPONSOR's community urban tree canopy, based on the PROJECT SPONSOR's tree inventory data or data available from the DEPARTMENT. Any exceptions must be pre-approved by DNR urban forestry staff.

17. Prior to any combination of pruning, removal and/or treatment, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a plan that includes specifications and either site map(s) or a list of the trees to be pruned, removed and/or treated.

18. All tree care operations shall meet standards established in all parts of the most current editions of ANSI A300 American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices and ANSI Z133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Injections, Maintaining and Removing Trees and Cutting Brush - Safety Requirements.

19. Prior to training, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a description or outline of urban forestry training.

City of Greenfield
Urban Forestry Grant Number: 22UF1510
Grant Award: $17,238.62

The person signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

FOR THE SPONSOR

By _____
(Signature)

_____
(Title)

_____
(Date Signed)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By Carmen Hardin
Carmen Hardin, Director
Bureau Director of Applied Forestry

March 9, 2022
(Date Signed)

Association Maintenance Agreement

* Renewal Time

SOUTH 27TH STREET BUSINESS ASSOCIATION

PROPOSED MAINTENANCE AGREEMENT

This Agreement, By and between the South 27th Street Business Association hereinafter known as the "ASSOCIATION" which is a combination of Milwaukee BID 43 and Greenfield BIDs 1 and 2, the City of Milwaukee, a municipal corporation, hereinafter known as the "City" and the City of Greenfield, a municipal corporation, hereinafter known as "Greenfield".

Witnesseth:

Whereas, The State of Wisconsin Department of Transportation has improved the boulevard beds and made other Context Sensitive Design improvements on South 27th St between West Kinnickinnic River Parkway and West College Avenue, on West Layton Avenue between S. 27th St. and S. 13th St. and on W. Loomis Road between S. 27th St. and approximately S. 31st St. to complement the Boulevard Beautification Program of the City; and

Whereas, The State beautification project consisted of removing some turf on the medians and installing landscaping and trees; and

Whereas, the ASSOCIATION, or a contractor hired by the ASSOCIATION, will maintain the landscaping within the medians along portions of S. 27th St. and all Context Sensitive Design improvements once the improvements have been completed; and

Whereas, the terms and conditions of this arrangement have been codified in a maintenance agreement between the ASSOCIATION, the City, and Greenfield as outlined more fully hereinafter;

Now, Therefore, in consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations;

It is acknowledged and agreed by and between the ASSOCIATION and the City hereto that:

1. Under a maintenance agreement with the City of Milwaukee, the City of Greenfield and the Wisconsin Department of Transportation executed on July 21, 2009 the City has assumed specific maintenance responsibilities in the S. 27th St. corridor between W. Edgerton Ave. and W. Kinnickinnic River Parkway, in the W. Layton Ave. corridor between S. 27th St. and S. 13th St. and in the W. Loomis Road corridor

between S. 27th St. and approximately S. 31st St., located both within the City of Milwaukee and within the City of Greenfield. The City shall continue to accept this maintenance responsibility and potential liability, therefore except as specifically noted herein. A copy of said agreement is attached for reference.

2. After the initial planting, the ASSOCIATION shall be responsible for mowing of grass on median islands on S. 27th St. between W. Howard Ave. and W. Edgerton Ave., to City standards. Such maintenance shall include the regular removal of litter (including immediately prior to mowing and any shredded litter from mowing operations), turf weed control and trimming around street fixtures, curb edges, beds, etc.

3. If the ASSOCIATION does not maintain the medians to the standards followed by the City for its boulevard medians, the City shall notify the ASSOCIATION in writing of the maintenance deficiencies. If the ASSOCIATION does not rectify the maintenance deficiencies within the time established in the written notification (which shall not be less than 30 days), the City may resume full maintenance responsibility for the medians and may make any changes to the medians it chooses to minimize the level of maintenance required. The City may cause the removal of the landscaping and/or the context sensitive design features.

4. The ASSOCIATION is responsible for maintenance of the following CSD (Context Sensitive Design) elements along S. 27th St. between W. Kinnickinnic River Parkway and W. Edgerton Ave., W. Layton Ave. between I-94 at Layton and S. 27th St. and W. Loomis Rd. between S. 27th St. and approximately S. 31st St.:

    - Gateway monuments and raised planting bed walls
    - Wayfinding signs
    - Advance intersection signs
    - Banners
    - Banner poles

5. Notwithstanding the notification provisions of point number 3 above, the City may make immediate repairs or alterations to the medians if the Commissioner of Public Works determines that condition of the medians presents a threat to public safety.

6. Maintenance of the CSD facilities includes the following:

    - Remove all debris from knockdowns of an advance notice, wayfinding or gateway sign and banner poles.

- Replace advance notice and wayfinding signs within two weeks of a knockdown if the sign is in inventory, or within one week of receiving replacement signs. Replacement signs will be ordered from an appropriate vendor within one week of notification of the knockdown event.
- Replace gateway sign structure as soon as practical after a knockdown.
- Repair gateway planter wall in the event of a vehicle striking the surface. Repair may involve cleaning scuff marks and re-staining visible surfaces. In the event of a major vehicle strike to the wall where concrete is broken or displaced, repair shall involve removal of the damaged wall section and pouring a new segment of wall; staining to match the existing wall.
- Touch up paint on advance notice, wayfinding and gateway structures once a year. Touch up shall include cleaning surface to remove all flaking paint and corrosion, priming and painting with two coats of matching color.
- Touch up of stained concrete planter wall shall be done once a year.
- Removal or over painting of graffiti shall be done within 2 business days of report or discovery.

7. In the event that a CSD item is damaged by knockdown, accidents or becomes worn, the ASSOCIATION, at their sole cost, would have the option to repair, replace or remove the CSD item. If the ASSOCIATION believes there is a responsible party to the damages, they can request that the City make the repairs and assist in recovering the cost of the repair from the responsible party.

8. The following provisions apply to modification or replacement of any CSD sign:

   - No advertising of any kind or logos (pictographs) will be allowed on signs or banners.
   - Sign installation mounting heights and lateral offsets shall be in accordance with sign plate A4-4.
   - Signs shall remain in the originally installed locations unless other median or terrace changes make it physically impossible.
   - Design details of signs shall be in accordance with the master/contract plan for the CSD project.
   - Color of signs shall be standard green with white letters. High intensity sheeting shall be used. Advanced crossroad name signs shall be in accordance with state sign plate M1-94.
   - No changes to signing are allowed without prior approval of the WisDOT SE Region Traffic Engineer.

9. The ASSOCIATION and/or the contractor hired by the ASSOCIATION will provide a certificate of insurance listing the City of Milwaukee as an additional insured.

10. The City shall maintain the grass areas surrounding the landscape beds consistent with the level of grass maintenance performed on City boulevards on W. Layton Ave. from S. 27th St. to S. 13th St., on S. 27th St. from W. Kinnickinnic River Parkway to W. Howard Ave and on W. Loomis Rd. from S. 27th St. to approximately S. 31st St.

11. The ASSOCIATION shall maintain all new trees and mow all new turf on the median of S. 27th St. from W. Howard Ave. to W. Edgerton Ave. per City standards.

It is acknowledged and agreed by and between the ASSOCIATION and Greenfield hereto that:

1. Under a maintenance agreement between the City of Milwaukee, City of Greenfield, and Wisconsin Department of Transportation signed by WisDOT on July 21, 2009 Greenfield has assumed specific maintenance responsibilities in the S. 27th St. corridor between W. Edgerton Ave. and W. College Ave., located both within the City of Milwaukee and within the City of Greenfield. A copy of said agreement is attached for reference.

2. After the initial planting, the ASSOCIATION shall be responsible for mowing grass on median islands on S. 27th St. between W. Edgerton Ave. and W. College Ave. to Greenfield standards. Such mowing shall include trash pick-up and trimming around obstacles. The ASSOCIATION shall also be responsible for weeding any flower beds and mulched areas to Greenfield standards. The ASSOCIATION shall refresh mulched areas at least every other year. The ASSOCIATION shall complete minor repairs to turf in the median areas (e.g. tire ruts and snow plow damage).

3. If the Common Council of Greenfield determines that the performance of the ASSOCIATION is unsatisfactory under this agreement it may elect to remove any and all context sensitive design features and/or landscaping, assume maintenance responsibilities, or terminate its agreement with WisDOT.

4. Damage to community sensitive design (CSD) features caused by knockdowns or accidents shall be reported promptly to the Greenfield Department of Public Works. Repair of knockdown or damaged CSD structures shall be the responsibility of Greenfield. Greenfield shall make its best effort to recover the cost to repair damaged CSD from the party responsible. The ASSOCIATION shall reimburse Greenfield for any repairs that are not recovered from the responsible party.

5. The ASSOCIATION and its contractor shall provide Greenfield with an acceptable certificate of insurance naming Greenfield as an additional insured. Any contractor must demonstrate at all times to Greenfield's satisfaction that it can operate safely and responsibly.

6. No modifications shall be made to the landscaping or CSD features without Greenfield and WisDOT written consent. No advertising, logos, or public service announcements of any type shall be permitted in the highway right-of-way.

7. Greenfield shall prune and maintain all trees as necessary.

8. Graffiti shall be removed by the ASSOCIATION within 2 business days. Concrete staining shall be touched up as needed, but no less than once every three years.

The following is acknowledged and agreed by and between the ASSOCIATION, the City, and Greenfield:

1. This agreement shall have a term of ten (10) years from the date of execution. Upon the mutual agreement of the ASSOCIATION, the City by its Commissioner of Public Works, and Greenfield the agreement may be extended for additional five (5) year increments.

FOR THE SOUTH 27TH STREET BUSINESS IMPROVEMENT DISTRICT

Signature Tara A. Cavazos Date 7/20/2011

Print Name Tara A Cavazos

Title President

Telephone Number 414 325 5280

FOR THE CITY OF MILWAUKEE

Signature Jeffrey J. Mantes Date 5/24/11

Print Name JEFFREY J. MANTES

Title Commissioner of Public Works

Telephone Number 414-286-3301

FOR THE CITY OF GREENFIELD

Signature Michael J. Neitzke Date 7/14/11

Print Name Michael J. Neitzke

Title Mayor

Telephone Number 414-329-5200

CONTRACT APPROVAL

City Attorney (as to form) Date 7-7-11

Comptroller Date 7-18-11

City Clerk Date 7-8-11

Mayor Date 7/19/11

Common Council Date 6-6-11

Committee: Finance Item Number:

Introduced By: Tim Lemmers
Date Introduced: March 30, 2022

RELATING TO:

Discussion and decision to reallocate the remaining balance in the IT Department Capital Equipment Project - City Wide conference Room Equipment (CE2005) in the amount of 29,982.22 to fund our Anti-virus, malware protection, ransomware protection and endpoint detection systems for 5 years.

SUMMARY:

Our Anti-virus systems are due for renewal and we are choosing to go with a 5 year purchase of the software versus the traditional 3 year requiring additional funds. The vendor has agreed to reduce our cost by 3706.00 if we purchase the 5 year plan.

This software is the Anti-virus, malware protection, ransomware protection and endpoint detection system that exists on our servers, desktops and laptops. This endpoint detection and prevention software is required to maintain our tier 1 status and our lower deductible costs with our insurance provider.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X__

Committee: Finance

Item Number: 8

Introduced By: Tim Lemmers
Date Introduced: March 30, 2022

RELATING TO:

Discussion and decision to transfer the remaining balance in the IT Department Capital Equipment Project - Common Council AV System (CE1907 to Firewall and Switching equipment (CE2006) in the amount of $19,257.34

SUMMARY:

As our insurance provider, CIVMIC, has changed our cyber security deductible from 50,000 to 500,000 we need to increase our capabilities to detect and defend against outside threats. We will be using Existing CE2006 and adding the balance from CE1907 to purchase a new firewall and the security fabric software package. We had already planned to replace our existing aging device but now need to add new capabilities to increase our ability to defend the City's networks.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X__

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-Milwaukee, (the "University")

1.1.2. The Facility. Greenfield Health Department (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This agreement shall be for a term of two (2) years, commencing May 1, 2022, and may be renewed upon mutual agreement.

2.2. Termination. This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

FOR THE UNIVERSITY	FOR THE FACILITY
Signature of Authorized Official	Signature of Authorized Official
Darren J. Rausch, MS, CPH Printed Name	Printed Name
Health Officer/Director Title	Title
4/7/2022 Date	Date

Memorandum of Understanding for the Milwaukee County Public Health Collaborative

I. Parties

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of the 7th day of April, 2022, by and among the City of Cudahy Health Department, the City of Franklin Health Department, the Village of Greendale Health Department, the City of Greenfield Health Department, the Village of Hales Corners Health Department, the City of Milwaukee Health Department, the North Shore Health Department, the City of Oak Creek Health Department, the cities of South Milwaukee and St. Francis Health Department, the City of Wauwatosa Health Department, and the West Allis Health Department (the "Collaborative").

II. Purpose

The purpose of this Memorandum is to create a Milwaukee County Collaborative to coordinate and elevate a unified public health system for collective impact in response to emerging public health initiatives. The purpose of such coordination is to increase the capacity of members to identify health priorities, develop and implement strategies for health improvement, and evaluate the impact of these strategies on the health of the community. In no way is this coordination intended to reduce the independent legal authority of each local jurisdiction.

III. Governance

Public Health Collaborative Chair/Co-Chair elected from Public Health Members for a term established through the Milwaukee County Public Health Collaborative Charter.

IV. Fiscal Agent

Fiscal Agent: From time to time, it may be necessary for the Collaborative to vote on establishing a fiscal agent to administer grants or project funds. The Collaborative will contract with one of the member health departments or a third party agency who shall act as the lead Fiscal Agent.. Voting will be held in accordance with the By-laws of the Collaborative. The Collaborative may not ask the Fiscal Agent to expend local resources for the activities of the Collaborative. There may be a 10% administrative fee on grant monies received, per usual and customary operating procedures, to cover reasonable and necessary costs associated with fiscal agency and other administrative costs. At the end of the contract period, if the agency contracted as fiscal agent chooses to resign as fiscal agent, they have the option to ask the Collaborative to hold a vote for a new fiscal agent.

V. Scope of Activities

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The Collaborative shall provide structure to support creating a healthier Milwaukee County.

- The Collaborative will help integrate local, regional, state, and national public health agencies and initiatives with a focus on improving health outcomes for collective health priorities. In no way is this integration intended to restrict the independent legal authority of each local jurisdiction.
- The Collaborative will seek to achieve coordination amongst public health partner agencies such as Health Systems, Health Centers, Milwaukee County Division of Health and Human Services, Milwaukee County Office of Emergency Management, Wisconsin Department of Health Services Division of Public Health, The Intergovernmental Cooperation Council, Academia, Municipal Law Enforcement and Fire/Emergency Medical Services Departments, Community Based Organizations, and other partners needed for collective impact for emerging public health initiatives.

VI. Duration of Memorandum and Member Withdrawal from the Collaborative

The duration of the Memorandum shall continue indefinitely. The Board may, according to the By-laws, act to reorganize or disband itself. Given the disbandment of the Collaborative, if the fiscal agent has funds remaining, the remainder will be dispersed based on the population size of that member health agency's jurisdiction. Alternatively, based on the amount each jurisdiction contributed.

The Board may remove members in accordance with the By-laws. A signatory to this Memorandum may withdraw from by providing a 90-day written notice to the Collaborative.

VII. Indemnity

The Collaborative shall have the power to indemnify, and in turn, to agree to indemnify, members, directors, officers, appointees, employees, agents and independent contractors of the Collaborative against any risk, hazard or liability arising out of such person's present or past affiliation with the Collaborative or the performance or nonperformance of such person's Collaborative duties and responsibilities.

VIII. Amendment

This Memorandum may be amended only by unanimous consent of the Board of Directors.

IX. By-laws

Upon formation through the execution of this Memorandum, the Board of Directors of the Collaborative will adopt by-laws. The By-laws would govern certain procedural aspects of the Collaborative in a manner consistent with the terms of the Memorandum.

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In the event that there is conflict between the Memorandum and the By-laws, the Memorandum will govern.

X. Authority to Act

Each signatory to this Memorandum represents that they have the authority from their respective municipality to enter into this Memorandum.

XI. Execution of Memorandum

The Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the date stated in the first paragraph of this Memorandum.

CITY OF CUDAHY HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

CITY OF FRANKLIN HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

VILLAGE OF GREENDALE HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

CITY OF GREENFIELD HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

VILLAGE OF HALES CORNERS HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

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CITY OF MILWAUKEE HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

NORTH SHORE HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

CITY OF OAK CREEK HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

CITIES OF SOUTH MILWAUKEE/ ST. FRANCIS HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

CITY OF WAUWATOSA HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

WEST ALLIS HEALTH DEPARTMENT

By: _____ Attest: _____

_____ _____

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Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made and entered March 1st, 2022, by and between Community Advocates Inc., 728 N James Lovell St., Milwaukee, WI 53233 (the "Company") and Healthiest Greenfield Coalition 7325 W Forest Home Ave Room 104, Milwaukee, WI 53220 ("Contractor"), collectively referred to as the "Parties".

The Parties agree as follows:

1. SERVICES: The Company shall engage Contractor to provide the following services: o provide education to City of Greenfield residents. This will be achieved by conducting a campaign on local buses and shelters and through the health department's Facebook page to promote the City of Greenfield's mental health, substance misuse, and wellness guide located at safegreenfield.com.
* See Appendix A for more details.

Contractor will determine the method, details, and means of performing the Services.

2. TERM: Contractor shall provide services to the Company pursuant to this Agreement for a term beginning on March 1st, 2022 through April 1st, 2022, (the "Agreement Term").

3. COMPENSATION: For services provided, the Company will pay Contractor up to $2,500.00.

4. EXPENSES: Contractor shall bear all expenses incurred in the performance of this Agreement.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and **not** an employee of the Company, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of the Company.

6. CONFIDENTIALITY: Contractor acknowledges that he/she may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Company may designate as confidential ("Confidential Information"). Contractor agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the Agreement Term, unless the Company grants express, written consent of such a disclosure. In addition, Contractor will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Contractor's unauthorized actions.

7. OTHER RULES AND POLICIES: Contractor agrees to abide by any other rules, policies and procedures as communicated by the Company.

8. TERMINATION: This Agreement may be terminated early for the following reasons:

- **By the Company**

  (i) If Contractor fails to perform his/her duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected within five days of receiving written notice from the Company; or
  (ii) If the Company deems there is no longer a need for services; or
  (iii) If Contractor is unable to provide the services in this Agreement due to illness, death or disability.

- **By the Contractor**

  (i) If the Company materially breaches any obligation in the Agreement and such breach is not corrected within five days of receiving written notice from the Contractor; or
  (ii) If the Company files for bankruptcy.

9. RETURN OF PROPERTY: Upon termination of services, Contractor will promptly return to the Company all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Contractor will return any other property belonging to the Company including without limitation: computers, office supplies, money and documents.

10. CONTINUING OBLIGATIONS: Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6 of this Agreement will continue in full force and effect following such termination.

11. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

12. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

13. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Company and Contractor.

16. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Company:

Community Advocates Inc.,
728 N James Lovell St.
Milwaukee, WI 53233

Contractor:
Greenfield Health Department
7325 W Forest Home Ave Room 104.
Milwaukee, WI 53220

Either party may change such addresses from time to time by providing notice as set forth above.

17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

THE COMPANY:

Andi Elliott (Mar 15, 2022 14:54 CDT) Mar 15, 2022

(Signature) *Date*

Andi Elliott, CEO

CONTRACTOR:

Darren J. Rausch (Mar 15, 2022 15:21 CDT) Mar 15, 2022

(Signature) *Date*

Abby Gorecki, Public Health Strategist

APPENDIX A

SUMMARY OF PROPOSAL

The Healthiest Greenfield Coalition, an extension of the Greenfield Health Department (GHD), aims to prevent or reduce substance misuse and abuse in the City of Greenfield. The purpose of this proposal is to provide education to City of Greenfield residents. This will be achieved by conducting a campaign on local buses and shelters and through the health department's Facebook page to promote the City of Greenfield's mental health, substance misuse, and wellness guide located at safegreenfield.com.

PROPOSED ACTIVITIES

The purpose of this proposal is to provide education to City of Greenfield residents between the ages of 20 and 54 using a multimedia campaign approach to reach social media users through promoted Facebook postings and to reach non-social media users through public transit locations. We anticipate the reach to be at least 500 community members through our multimedia approach. Data will be collected from our health department Facebook page. Partners for this project may include members of the coalition, health department staff, and our Overdose Fatality Review (OFR) team to conduct this campaign.

While the COVID-19 pandemic persists, we continue to work on creative ways to engage members of our community and partners. A multimedia approach has been chosen in effort to virtually reach residents to provide education, increase access to support services, provide a variety of resources all in one virtal location. A multimedia approach allows for use of multiple communication pathways to reach the most individuals in our community.

BUDGET

$2,300.00 will be used towards bus interior cards and shelter panels to promote SAFE Greenfield, which is the City of Greenfield's mental health, substance misuse, and wellness resource guide

$200.00 of the funds will go towards Facebook ads that promote SAFE Greenfield

PROGRAM REPORT

Upon completion of campaign activities, a written summary of the activities, members reached, successes, and challenges will be provided.

Greenfield Health Department LUR Grant Contract

Final Audit Report 2022-03-15

Created:	2022-03-15
By:	Alexandria Kohn (akohn@communityadvocates.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA31AwnUXo3xV22iyfKMpeNy-MNXBW8Mbm

"Greenfield Health Department LUR Grant Contract" History

Document created by Alexandria Kohn (akohn@communityadvocates.net)
2022-03-15 - 7:40:34 PM GMT

Document emailed to Andi Elliott (andie@communityadvocates.net) for signature
2022-03-15 - 7:40:55 PM GMT

Email viewed by Andi Elliott (andie@communityadvocates.net)
2022-03-15 - 7:54:24 PM GMT

Document e-signed by Andi Elliott (andie@communityadvocates.net)
Signature Date: 2022-03-15 - 7:54:50 PM GMT - Time Source: server

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2022-03-15 - 8:14:51 PM GMT

Document signing delegated to Darren J. Rausch (darren.rausch@greenfieldwi.us) by abby.gorecki@greenfieldwi.us
2022-03-15 - 8:15:16 PM GMT

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2022-03-15 - 8:15:16 PM GMT

Email viewed by Darren J. Rausch (darren.rausch@greenfieldwi.us)
2022-03-15 - 8:20:12 PM GMT

Document e-signed by Darren J. Rausch (darren.rausch@greenfieldwi.us)
Signature Date: 2022-03-15 - 8:21:03 PM GMT - Time Source: server

Agreement completed.

2022-03-15 - 8:21:03 PM GMT

LOCAL GOVERNMENT INVESTMENT POOL

February 2022 Statement

January Ending Balance		$	9,778,510.82
1 Deposit (s) in February			86.04
0 Withdrawal(s) in February			-
February Interest Earnings @ 0.09%			654.38
	TOTAL	$	9,779,251.24

FEBRUARY 2022
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$2,441,735.75	12/31/2001	variable		$93.66	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,594,729.34	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$1,425,696.29					
Ehlers Investment Partners X- GRD 2021B	$2,250,388.96	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$1,920,540.68					
Associated Bank Investments	$6,404,704.60	12/10/2014	variable			
Totals	$21,037,795.62				$93.66	

PACKETS FOR WEDNESDAY, 3 / 30 / 2022 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS - TAX REFUNDS wk of 3/9	3/9/2022	$	1,940.06
AP CHECKS	3/11/2022	$	176,372.18
AP CHECKS	3/18/2022	$	295,603.95
AP CHECKS	3/25/2022	$	1,232,681.50
	TOTAL	$	1,706,597.69

CC: PAULA

CC: FINANCE FOLDER