



COMMON COUNCIL MEETING AGENDA

Tuesday, November 15, 2022 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the November 1, 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 Review for a term to expire 5/1/2026 (formerly James Jaworowicz)
 - ii. One alternate member to the Tree Commission for a term to expire 5-1-24 (formerly Chloe Selkirt)
- J. New Business
 - 1. Approve applications for 2022-2023 operator licenses (Goergen)
 - 2. Approve application for 2022-2023 Entertainment license for El Chile Loco Inc., Bhargavkumar Italia, Agent, for the property at 5110 W. Loomis Rd. (El Chile Loco) (Indoor: There will be a dance floor open till 2AM in the night on weekends. We will have bands coming in to play music. There would be music on outside balcony. Outdoor: There would be speakers on outside balcony.) (Goergen)
 - 3. Approve a Special Use Review and Site Plan Review for El Chile Loco, a proposed restaurant to be located at 5110 W. Loomis Rd., submitted by Manish Patel d/b/a El Chile Loco Inc. (Tax Key No. 648-0031-003) (PC-11/8/22 Kastner)
 - 4. Approve a Special Use Review and Site Plan Review for a Smoker's Xone, an existing CBD and tobacco store located at 6229 S. 27 St., submitted by Nikunj Chandrakant Soni, d/b/a Niki Chandrakant, Inc. (Tax Key No. 691-9841-016) (PC-11/8/22 Kastner)
 - 5. Approve a Special Use Review and Site Plan Review for 102 CBD Vape Smoke, an existing CBD and tobacco store located at 6403 W. Forest Home Ave., submitted by Nikunj Chandrakant Soni, d/b/a Niki Chandrakant, Inc. (Tax Key No. 691-9841-016) (PC-11/8/22 Kastner)

6. Approve a Special Use Review and Site Plan Review for Rosen Honda, an existing business located at 6141 S. 27 St., submitted by David A. Pestel/ d/b/a Hardt, Stern & Kanye, P.C. and Jeff Rosen, JMRosen, LLC d/b/a Rosen Honda. (Tax Key No. 691-9841-014) (PC-11/8/22 Kastner)
7. Approve a Certified Survey Map for proposed combination of two parcels located at 38** W. Grange Ave., submitted by Karthikeyan Subbiah. (Tax Key Nos. 667-8996-002 and 667-8996-003) (PC-11/8/22 Kastner)
8. Approve a Resolution releasing and extinguishing a storm drainage easement on two parcels located at 38** W. Grange Ave. (Tax Key Nos. 667-8996-002 and 667-8996-003) (PC-11/8/22 Kastner)
9. Deny Site Plans for a proposed fence at Toys For Trucks, an existing business located at 3515 S. 108 St., submitted by Bill Ciuplinski d/b/a Toys For Trucks. (Tax Key No. 563-9999-001) (PC-11/8/22 Kastner)
10. Discussion and decision to transfer unused 2022 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2023. (Porter)
11. Approve a Professional Services contract with ZoneCo, LLC for zoning ordinance consulting services. (Porter)
12. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Howard Avenue Bridge. (Katz)
13. Approve an agreement with the Wisconsin Department of Transportation to pay Greenfield's share of the costs related to the replacement of the Loomis Road Bridge over I-894. (Katz)
14. Resolution to amend Section 405 of the Employee Handbook related to Health Insurance. (11/9/22 F&HR S. Saryan)
15. Decision to approve an agreement between the City of Greenfield and Greenfield Police Association for 2022 - 2024. (11/9/22 F&HR S. Saryan)
16. Approval of mileage reimbursements in the amount of \$831.20. (11/9/22 F&HR S. Saryan)
17. Approval of schedules of disbursements in the amount of \$1,586,761.22. (11/9/22 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

11/11/2022

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Adolfo Valdez-Tinoco	4865 S 69th ST #25	Greenfield, WI 53220
Jennifer Michelle Munson	1800 Shepard CT 106	Waukesha, WI 53186
Kristen Rae Bruss	6330 W Greenfield AVE Condo 212	West Allis, WI 53214
Rebecca Jean Severson	1742 S 62nd ST	West Allis, WI 53214
Stephanie Leeann Rios	1211 E Russell AVE	Milwaukee, WI 53207

CITY OF GREENFIELD
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220

11/11/2022

1/1

ENTERTAINMENT

<u>LEGAL NAME</u>	<u>BUSINESS NAME</u>	<u>AGENT</u>	<u>BUSINESS ADDRESS</u>
El Chile Loco Inc	El Chile Loco	Bhargavkumar Italia, Agent	5110 W Loomis RD

Premise Description:

INDOORS: THERE WOULD BE A DANCE FLOOR OPEN TILL 2AM IN THE NIGHT ON WEEKENDS. WE WILL HAVE BANDS COMING IN TO PLAY MUSIC. THERE WOULD BE MUSIC ON OUTSIDE BALCONY. OUTDOORS: THERE WOULD BE MUSIC SPEAKERS ON OUTSIDE BALCONY. LOCATED AT 5110 W. LOOMIS RD.

Grand Total Licenses: 1

RESOLUTION RELEASING AND EXTINGUISHING
A STORM DRAINAGE EASEMENT

BE IT RESOLVED, by the Mayor and Common Council of the City of Greenfield that a public “20’ Storm Drainage Easement”, heretofore granted to the City of Greenfield on February 10, 2017 on Document No. 10648437, which “20’ Storm Drainage Easement” is described as follows, to-wit:

Part of Tax Key No’s 667-8996-002 & 667-8996-003

That part of the Northwest ¼ of Section 36, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 8891, said point being the point of beginning of lands to be described; thence North 88°47’27” East, 10.00 feet to a point; thence South 01°15’48” East, 200.00 feet to a point; thence South 88°47’27” West, 20.00 feet to a point; thence North 01°15’48” West, 200.00 feet to a point; thence North 88°47’27” East, 10.00 feet to a point to the point of beginning.

Be and the same is hereby released and extinguished.

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



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: November 15, 2022

RELATING TO:

Discussion and decision to transfer unused 2022 funds from the Community Development Authority account and the Plan Commission account to a project to be used in 2023.

SUMMARY:

The Community Development Authority account had an approved 2022 budget of \$15,000. The Community Development Division is requesting that the unused \$15,000 be used/held for the hiring of a consultant for a Zoning Code (Chapter 21 of the Municipal Code) update, which will be a focus of staff time in 2023. GL # 010-2101-521.2000

The Planning Commission account had an approved 2022 budget of \$9,000. This was budgeted for the anticipation of hiring of a consultant for a Zoning Code (Chapter 21 of the Municipal Code) update. The Community Development Division is requesting that the unused \$9,000 be used/held for the hiring of a consultant for a Zoning Code update, which will be a focus of staff time in 2023. GL # 010-1220-530.9101

In 2020 and 2021, the Common Council approved the same requests with the same dollar amounts and Project #CE2017 now has an accumulating balance of \$48,000. This year's \$24,000 "hold" request would be added to Project #CE2017 for a total of \$72,000. This will be able to fund a large portion of a professional services consulting contract.

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



Committee: Common Council

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: November 15, 2022

RELATING TO:

Approve a Professional Services contract with ZoneCo, LLC for zoning ordinance consulting services.

SUMMARY:

To date, the Community Development Division has requested that \$72,000 of unused CDA and Plan Commission budgeted funds be held and added to Project #CE2017, accumulating for the future need to enter into a professional consulting services contract for the re-writing of the Zoning Code. The \$72,000 has accumulated from 2020, 2021 and 2022 unused funds.

The Community Development Division issued a Request for Proposals (RFP) on September 7, 2022, seeking proposals from qualified consultant firms who demonstrate the capability and proven experience of providing professional planning and zoning services, to undertake the rewriting of the City's zoning ordinance and Site Development Standards document. The City received four (4) proposals (due date was October 7, 2022) and put together a review team to evaluate and score each proposal. The review team collectively agreed that the most qualified and affordable consultant was ZoneCo, LLC. ZoneCo is from Ohio, but their lead/main contact staff person works out of Wisconsin. ZoneCo is also partnering with MSA Professionals out of Madison whose staff has significant experience rewriting zoning ordinances throughout the State. The contract amount is \$102,500 and they anticipate the process to take about 16 months. The proposal includes setting up a website for the public to utilize, and public informational meeting(s).

The Community Development Division's 2023 budget includes another \$24,000 of CDA and Plan Commission funds that would be dedicated to this contract, and expects that the same would be requested in 2024 to complete the contract funding.

Staff recommends approval of the contract with ZoneCo, LLC.

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

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 15, 2022

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Howard Avenue Bridge.

SUMMARY:

The existing structure at the 3000 block of Howard Ave is structurally deficient and needs to be replaced. The poor condition requires that it be inspected monthly. This is the highest priority project of the seven projects approved in Milwaukee County this funding cycle.

This Wisconsin DOT grant will fund 80% of \$1,065,000 for the design and construction of the bridge. Greenfield's 20% matching share is \$212,800.

Greenfield's matching share will be included in a future capital improvement budget.

TABLE B
SUMMARY OF COSTS

PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2395-07-01					
Design	\$120,000	\$96,000	80%	\$24,000	20% + BAL
State Review	\$24,000	\$19,200	80%	\$4,800	20% + BAL
<i>Project total</i>	\$144,000	\$115,200		\$28,800	
ID 2395-07-71					
Participating Construction	\$800,000	\$640,000	80%	\$160,000	20% + BAL
Construction Engineering	\$112,000	\$89,600	80%	\$22,400	20% + BAL
Non-Participating Construction	\$1,000		0%		100%
State Review	\$8,000	\$6,400	80%	\$1,600	20% + BAL
<i>Project total</i>	\$921,000	\$736,000		\$184,000	
Total Est. Cost Distribution	\$1,065,000	\$851,200		\$212,800	

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



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Cycle: 2022-2027

Date: June 15, 2022

I.D.: 2395-07-01/71

Road Name: W Howard Avenue

Bridge ID: B-40-0532

Location: City of Greenfield

Limits: Bridge over Miner Creek

County: Milwaukee

Project Length: 180 FT

Facility Owner: City of Greenfield

Project Sponsor: City of Greenfield

Construction scheduled for State Fiscal Year: 2026

The signatory, City of Greenfield, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

Complete Table A for existing and proposed improvement.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Box Culvert		
Bridge ID	B-40-0532		
Structure passes over	Miner Creek		
Clear bridge width	48 FT	48 FT	
Bridge length	23.1 FT	30 FT	
Total length of approach work		150 FT	
Number of spans	2	1	
Special safety issues			
Sidewalk	Yes one side	Yes	
Sidewalk along approach	Yes	Yes	
Bicycle / pedestrian improvements required		Yes	
Improvement type as indicated on project application		Bridge Replacement – Existing Alignment	
Acquisition of right-of-way		No	
Approach width and type	48 FT type	44 FT wide, Concrete	
Approach shoulder width and type		2 FT wide, Curb and Gutter	
Bridge rail		Yes	
Beam guard		No	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, haul roads, real estate acquisition.**

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

The Municipality agrees to the following 2022-2027 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of \$115,200. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$115,200 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of \$736,000. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$736,000 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2026**. Sunset date: **06/30/2031**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

TABLE B SUMMARY OF COSTS					
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<i>Project total</i>	\$144,000	\$115,200		\$28,800	
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State Review	\$8,000	\$6,400	80%	\$1,600	20% + BAL
<i>Project total</i>	\$921,000	\$736,000		\$184,000	
Total Est. Cost Distribution	\$1,065,000	\$851,200		\$212,800	

*Design ID 2395-07-01 federal/state funding is limited to \$115,200

*Construction ID 2395-07-71 federal/state funding is limited to \$736,000

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Greenfield** (please sign in blue ink.)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink.)

Name (print): Tony Barth

Title: SE Region Chief

Signature

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
 - i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2022-2027 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2022–2027 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.

8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2022-2027 Local Bridge Program project funding conditions:
 - a. ID **2395-07-01**: Design is funded with 80% state/federal funding up to a funding limit of \$115,200, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$115,200 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
 - b. ID **2395-07-71**: Construction:

- i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$736,000, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$736,000 state/federal funding limit.
- ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: November 15, 2022

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation to pay Greenfield's share of the costs related to the replacement of the Loomis Road Bridge over I-894.

SUMMARY:

The Wisconsin Department of Transportation (WISDOT) is planning to replace the Loomis Road Bridge over I-894 in 2023.

The City of Greenfield is responsible for various local project costs including adjusting sewer manholes, new sidewalk, and intersection improvements for the Loomis Development.

The estimated cost to Greenfield is \$461,075.

FINANCIAL:

The funds have been included in the 2023 capital improvement budget and funded primarily by TID 8.

RECOMMENDATION:

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



**1st Revision
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on 11/10/2020 and signed by the State on 11/23/2020.

Revised Date: September 7, 2022

Date: September 16, 2020

I.D.: 1100-46-00/22/71

Road Name: IH 41 Airport Freeway

Limits: STH 36 (Loomis Rd) Bridge

County: Milwaukee

Roadway Length: 0.01

The signatory City of Greenfield, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State 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: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Intersection work and turn lanes for proposed development, additional bridge width, concrete barrier and sidewalk, colored equipment and manhole adjustments

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering:					
Plan Development	\$ 1,857,761	\$ 1,857,761	100%	\$ -	0%
Real Estate Acquisition:					
Acquisition	\$ 20,000	\$ -	0%	\$ 20,000	100%
Compensable Utilities	\$ -	\$ -	100%	\$ -	0%
Construction:					
Participating	\$ 11,935,000	\$ 11,935,000	100%	\$ -	0%
Black Monotube Poles (State furnished)	\$ 11,075		0%	\$ 11,075	LSUM
Utilites	\$ 10,000	\$ 9,000	90%	\$ 1,000	10%
Non-Participating					
New Sidewalk	\$ 26,000	\$ -	0%	\$ 26,000	100%
Concrete barrier on bridge	\$ 43,000	\$ -	0%	\$ 43,000	100%
Black Poles (Contractor furnished)	\$ 12,000	\$ -	0%	\$ 12,000	100%
Utility relocations north end of project	\$ 10,000	\$ -	0%	\$ 10,000	100%
Intersection work from development	\$ 338,000	\$ -	0%	\$ 338,000	100%
Total Cost Distribution	\$ 14,262,836	\$ 13,801,761		\$ 461,075	

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or

provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Greenfield (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
- 9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table1: Summary of Costs are approximate costs unless otherwise noted.
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for sidewalk installation, 100% Municipal
 - (c) Funding for construction of standard roadway items – 100% State.
 - (d) Funding for upcharge to black monotube Poles \$11,075 Lum sum amount. This amount will be billed against the roadway items category.
 - (e) Funding for utilities 90% State, 10% Municipal, per chapter 84.295, State Statute
 - (f) Funding for new sidewalk outside of the required reconstruction limits, 100% Municipality. Funding for sidewalk within the required construction limits 100% State. The Municipality agrees to maintain the sidewalk.
 - (g) Funding for non-participating items 100% Municipality.

[END]

PACKETS FOR WEDNESDAY, 11 / 9 / 2022 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	10/28/2022	\$	715,290.46
AP CHECKS	11/4/2022	\$	96,765.13
AP CHECKS		\$	
AP CHECKS		\$	
AP CHECKS		\$	
AP CHECKS		\$	
WIRE TRANSFERS - OCTOBER 2022		\$	774,705.63
P-CARDS -		\$	
TOTAL \$			1,586,761.22

CC: PAULA

CC: FINANCE FOLDER