



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

BOARD OF PUBLIC WORKS MEETING Agenda

Tuesday, January 24, 2023 - 6:30 PM

1. Call to order
2. Roll Call
3. Approval of the October 25, 2022 meeting minutes
4. Citizen Commentary
5. Adopt a preliminary resolution, to levy special assessments under Section 66.0703, Wisconsin Statutes, upon property for municipal purposes, for the reconstruction of 88th, 89th, 90th and 91st Streets, and 91st Place, and Waterford Avenue.
6. Adopt a resolution accepting a road reservation for street purposes on Waterford Avenue.
7. Approve a variance to allow a second driveway at 4004 S. 91st Street.
8. Adopt an intergovernmental cooperation agreement between the Milwaukee Metropolitan Sewerage District (MMDS), the City of Greenfield, and the Whitnall School District, for trees at Konkel Park, and the Whitnall School Forest.
9. Approve a trail easement agreement between the City of Greenfield and Jonrich LLC for a bicycle and pedestrian trail.
10. Superintendent of Public Works report
11. Engineering Report
12. Other topics for future agendas
13. Adjournment

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

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

1. Call to order

The meeting was called to order by Alderperson Bailey at 6:32PM.

2. Roll Call

Present: Alderperson Bruce Bailey, Alderperson Denise Collins, Alderperson Pam Akers, Citizen Members: John Rivera, John Graber

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

3. Approval of the September 27, 2022 meeting minutes

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

4. Citizen Commentary

None

5. Adopt an ordinance establishing the 2023 Service Charges for the Collection of Garbage, Refuse, Yard Waste and Recycling Services.

Mr. Katz stated that in the agreement with Johns Disposal, on January 1st of each year all rates contained herein shall be adjusted by the average annual rate of inflation experienced over the 12-month period ending in August of the prior year, or 2.5%, whichever is greater, but not to exceed 4%. The inflation factor for next year is greater than 4%. Consequently, the increase will not exceed the limit of 4%. For reference, in 2022 the inflation factor was 3.0%.

Motion by Alderperson Pamela Akers, seconded by John Graber to approve. Motion carried unanimously.

6. Approve the 2023 Special Assessment Rate Schedule.

Mr. Katz said that each year the city revises the special assessment rates for street reconstruction projects. The increase is based upon the Consumer Price Index (CPI). The proposed rate increase for a given year is calculated using the average annual rate of inflation experienced over the 12 month period ending in August of the prior year. This method of basing the increase on the CPI is consistent with other city rate increases. The inflation factor for next year is 7.7%. For reference, in 2022 the inflation factor was 3.0%.

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

7. Superintendent of Public Works report

Mr. Laskoski said Public Works is starting to work on the warming shelter at Konkell

Park, preparing the winter equipment and collecting leaves. The staff received training from Nathan Stanford on safe tree removal. The Public Works department has hired a new Clerk-Typist, Lauren Baumgardner who started on October 17th. He also stated the Expo event on October 6th was well attended.

8. Engineering Report

Mr. Haas stated that the Greenfield road projects are substantially complete for the year, besides some minor landscaping that will be completed within the next week. Beloit Rd: is very close to completion with road re-opening the week of October 31st. The 60th St bridge is very close to completion and the off-ramps will be re-opened early next week, October 31st. The full bridge should re-open within several weeks after that, in mid-November. The DOT is working on the Cold Spring Rd Noise Wall Repair and Cold Spring Rd is still closed at the bridge with a re-opening date in early November. At Konkell Park, the Honey Creek Stream Restoration project is progressing on schedule. Mr. Haas said that the new pond has been excavated and work continues on the stream.

9. Other topics for future agendas

None

10. Adjournment

Motion by Alderperson Pamela Akers, seconded by John Graber to adjourn at 6:59PM. Motion carried unanimously.

Minutes transcribed by Stefanie Richter, Administrative Assistant
Distributed: 10/28/22



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 24, 2023

RELATING TO:

Adopt a preliminary resolution, to levy special assessments under Section 66.0703, Wisconsin Statutes, upon property for municipal purposes, for the reconstruction of 88th, 89th, 90th and 91st Street, and 91st Place, and Waterford Avenue.

SUMMARY:

A portion of 88th, 89th, 90th and 91st Street, and 91st Place, and Waterford Avenue will be reconstructed in 2023.

A public involvement meeting was held and the public is supportive of this project.

This project is being funded by the City.

The assessment process will be conducted according to State statutes and City ordinances.

Funds for this project were approved in the capital improvement budget.

RECOMMENDATION:

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

PRELIMINARY RESOLUTION NO.
EN2206 Waterford Avenue Neighborhood Reconstruction

WHEREAS, it is proposed to improve by the installation of storm sewer, storm sewer service laterals, sanitary sewer main, sanitary sewer service laterals, water main, water service laterals, concrete driveway approaches, concrete or asphalt driveway replacement, concrete public sidewalks, concrete service walks, concrete curb/gutter, concrete or bituminous concrete (asphalt) pavement, street lighting, and street trees on various streets in the City of Greenfield as hereinafter described;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield;

1. That in the judgment of said Common Council, it is expedient and necessary for the best interest of said City and the property affected thereby, that:

<u>IN</u>	<u>FROM</u>	<u>TO</u>
South 88th Street	West Waterford Avenue	Dead end
South 89th Street	West Waterford Avenue	Dead end
South 90th Street	West Waterford Avenue	Dead end
South 91st Street	West Waterford Avenue	Dead end
South 91st Place	West Waterford Avenue	Dead end
West Waterford Avenue	South 88th Street	South 92nd Street

be improved by the installation of storm sewer, storm sewer service laterals, sanitary sewer main, sanitary sewer service laterals, water main, water service laterals, concrete driveway approaches, concrete or asphalt driveway replacement, concrete public sidewalks, concrete service walks, concrete curb/gutter, concrete or bituminous concrete (asphalt) pavement, street lighting, and street trees.

2. That the Common Council declares its intention to exercise its police powers to levy special assessments under Section 66.0703, Wisconsin Statutes, upon property for the foregoing municipal purposes. The limits of the proposed assessment district are as follows:

Parcels of Real Estate Identified by Tax Roll Key Numbers as Follows:

569-1031-001	569-1062-000	569-1087-001	569-1169-000	569-1192-000	569-1286-000
569-1032-000	569-1063-000	569-1144-001	569-1170-000	569-1193-001	569-1287-000
569-1033-000	569-1064-000	569-1146-001	569-1171-000	569-1195-000	569-1288-000
569-1034-000	569-1065-000	569-1147-000	569-1172-000	569-1196-001	569-1289-000
569-1035-000	569-1066-000	569-1148-000	569-1174-001	569-1198-001	569-1290-000
569-1036-000	569-1079-000	569-1150-001	569-1175-001	569-1258-001	569-1292-001
569-1037-000	569-1080-000	569-1151-000	569-1175-002	569-1261-001	569-1293-000
569-1038-000	569-1081-000	569-1152-000	569-1176-000	569-1263-002	569-8992-000
569-1057-005	569-1082-000	569-1165-000	569-1177-000	569-1266-002	569-8994-002
569-1058-001	569-1083-000	569-1166-000	569-1178-000	569-1268-000	
569-1060-000	569-1084-000	569-1167-000	569-1179-000	569-1269-000	
569-1061-000	569-1085-000	569-1168-000	569-1191-000	569-1285-000	

3. That the Common Council declares that all assessments may be paid either: in one (1) payment by the established due date; or on the next succeeding tax roll with interest; or in ten (10) annual installments with interest.

4. The total amount assessed against each parcel in the assessment district shall be upon a reasonable basis as determined by the Common Council.

5. That the City Engineer or his designee is hereby directed to prepare the Report as described in Section 66.0703(4), Wisconsin Statutes.

Said City Engineer or his designee shall file in the City Clerk's office such Report and Notice shall be given and a Hearing conducted by the Board of Public Works in accordance with the provisions of Section 66.0703(7)(a), Wisconsin Statutes.

Said Notice shall be delivered or mailed to any person who has an owner's interest in said premise abutting on the proposed improvement, so far as their addresses are known.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 7th day of February, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 24, 2023

RELATING TO:

Adopt a resolution accepting a road reservation for street purposes on Waterford Avenue.

SUMMARY:

There is a need to adopt an existing road reservation for street purposes.

The reservation, located on W Waterford Avenue, was recorded in 2002 but never formally accepted by the city.

This action will formally accept the reservation.

FINANCIAL:

None

RECOMMENDATION:

Adopt a resolution accepting a road reservation for street purposes.

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

RESOLUTION NO.

RESOLUTION ACCEPTING STREET RESERVATION

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Greenfield that the reservation contained in the instrument listed below and recorded as indicated for street purposes, be and the same are hereby accepted by the City of Greenfield.

Reservation: The area of the following described property:

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

Commencing at the Northwest corner of said ¼ Section; thence North 88°22'03" East along the North line of said ¼ Section 1,323.64 feet to a point; thence South 00°24'10" East on and along the West line of Certified Survey Map No. 7132 and its extension, 960.30 feet to a point, said point being the point of beginning of lands to be described; thence North 88°24'38" East, 30.01 feet to a point of curvature; thence Southeasterly along the arc of a curve, whose radius measures 60.00 feet, whose center lies to the Southwest, and whose chord bears South 60°59'46" East, 58.92 feet, 61.59 feet to a point; thence West 88°24'38" West, 81.35 feet to a point, said point being on the West line of Certified Survey Map No. 7312; thence North 00°24'10" West on and along the West line of Certified Survey Map No. 7312, 30.01 feet to the point of beginning.

Tax Key No's: 569-8994-009

Recording Data: Document 8338477

Recorded August 29, 2002

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 7th day of February, 2023.

APPROVED:

Michael J. Neitzke, Mayor

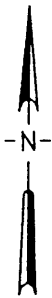
ATTEST:

Jennifer Goergen, City Clerk

alloc. # 8338477 8-29-02

CERTIFIED SURVEY MAP no. 7132

BEING A DIVISION OF LANDS IN
THE W1/2 OF THE NE1/4 OF THE NW1/4
AND THE W1/2 OF THE SE1/4 OF THE NW1/4
OF SECTION 21, T6N, R21E,
CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN



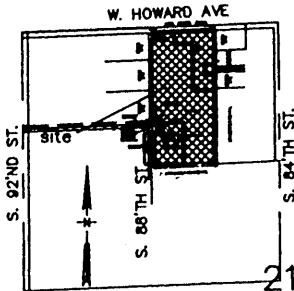
BEARINGS SHOWN HEREON
ARE REFERENCED TO THE
N. LINE OF THE NW1/4 SEC.21, T6N, R21E
RECORDED BY SEWRPC
TO BEAR N88°22'03"E

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

LOCATION MAP

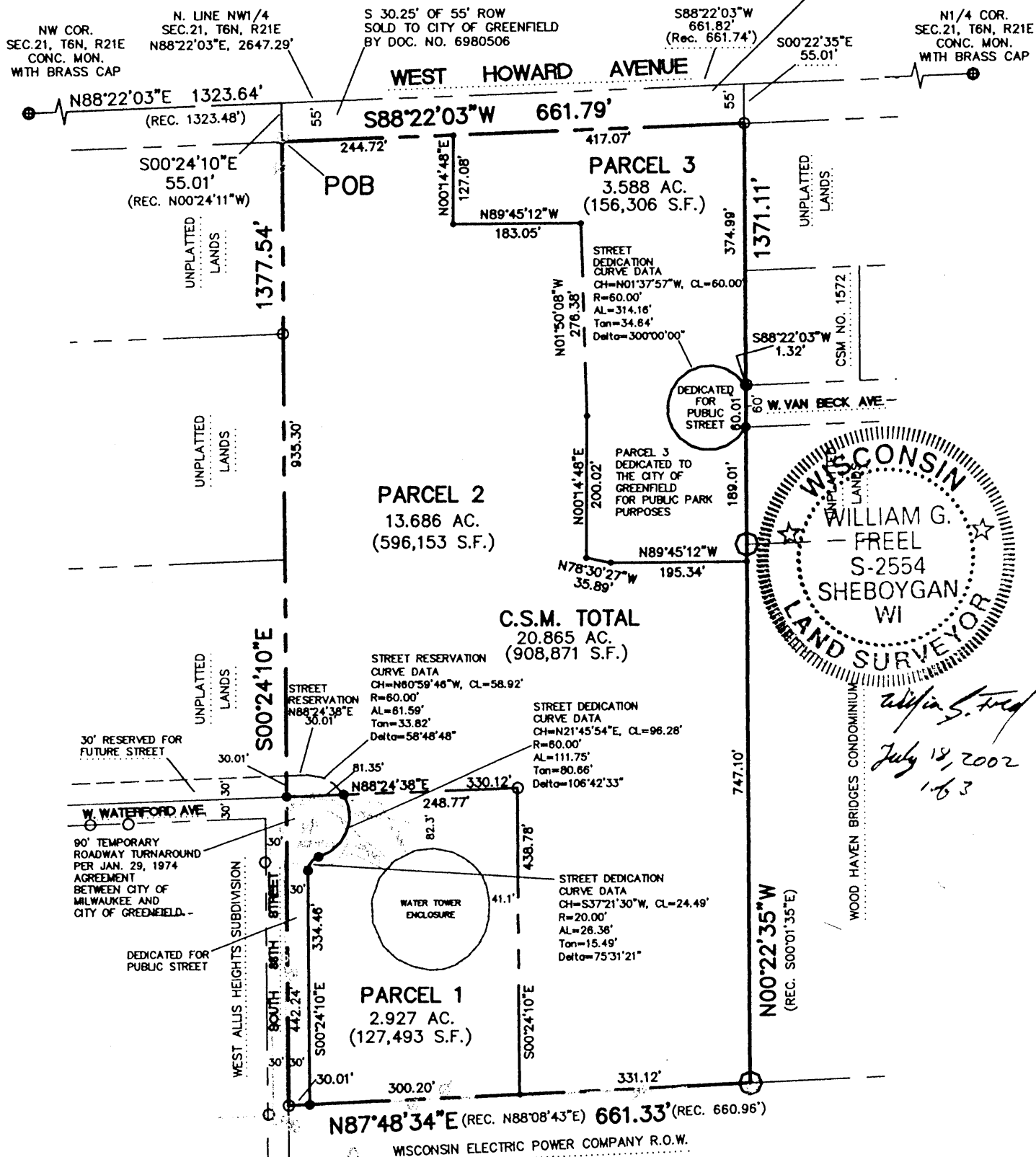


SCALE: 1"=2000'
NW1/4 SEC.21, T6N, R21E

LEGEND

- - Indicates 3/4" O.D.X24" iron bar set weighing 1.13 lbs./lin. ft.
- - Indicates 1-1/4" O.D.X24" iron bar set weighing 4.17 lbs./lin. ft.
- - Indicates 1.32" O.D. iron pipe found
- - Indicates 2.38" O.D. iron pipe found
- - Indicates concrete mon. found
- - Indicates existing manhole
- - Indicates existing curb inlet
- ⊙ - Indicates existing power pole

PRESCRIPTION EASEMENT FOR N 24.75' OF 55' ROW
INITIATED BY CITY OF GREENFIELD
BY AWARD OF DAMAGES MARCH 23, 1922



This instrument was drafted by:

**MILLER
ENGINEERS
SCIENTISTS**

William G. Freel
5308 South Twelfth Street
Sheboygan, Wisconsin 53081
920-458-6164
job NO. 15635SLJA-PS July 18, 2002

CERTIFIED SURVEY MAP no. _____

BEING A DIVISION OF LANDS IN
THE W1/2 OF THE NE1/4 OF THE NW1/4
AND THE W1/2 OF THE SE1/4 OF THE NW1/4
OF SECTION 21, T6N, R21E,
CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, William G. Freel, Registered Land Surveyor No. S-2554, do hereby certify:

That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Greenfield and Milwaukee County and under the order and direction of the City of Milwaukee, Owner, I have surveyed and divided into 3 lots, a parcel of land being in the W1/2 of the NE1/4 of the NW1/4 and the W1/2 of the SE1/4 of the NW1/4 of Section 21, T6N, R21E, City of Greenfield, Milwaukee County, Wisconsin, described as follows:

Commencing at the NW corner of Section 21, T6N, R21E;

Thence N88°22'03"E along the North line of the NW1/4, said Sec. 21, 1,323.64 (Rec. 1,323.48) feet, to the West line of the W1/2 of the NE1/4 of the NW1/4 of said Sec. 21 and the centerline of South 88th Street extended;

Thence S00°24'10"E (Rec. N00°24'11"W) along the West line of the W1/2 of the NE1/4 of the NW1/4 of said Sec. 21 and the centerline of South 88th street extended, 55.01 feet to the point of beginning;

Thence from said point of beginning continuing S00°24'10"E along said west line, 1,377.54 feet to the Northerly line of the Wisconsin Electric Power Company right-of-way;

Thence N87°48'34"E (Rec. N88°08'43"E) along said Northerly line, 661.33 (Rec. 660.96) feet to the Southwest corner of Wood Haven Bridges Condominium;

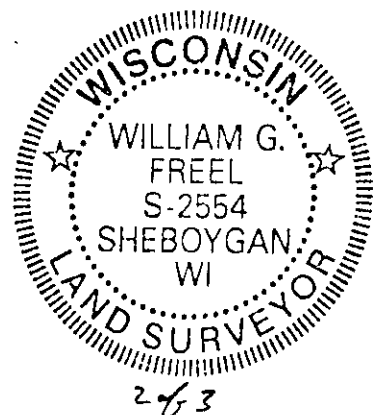
Thence N00°22'35"W (Rec. S00°01'35"E) along the Westerly line and Westerly line extended of said Condominium, 1371.11 feet to the Southerly right-of-way line of West Howard Avenue;

Thence S88°22'03"W along said Southerly right-of-way line, 661.79 feet to the point of beginning;

Containing 20.865 AC. (908,871 S.F.) of land, 0.664 AC. (28,919 S.F.) thereof are dedicated to the City of Greenfield for public street purposes and 0.045 AC. (1,978 S.F.) thereof are reserved for future street purposes and 3.588 AC. (156,306 S.F.) thereof are dedicated to the City of Greenfield for public park purposes.

That I have made this survey, land division and map by the direction of the Owner of said land, City of Milwaukee. That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof.

Signed William G. Freel Dated this 18th day of July, 2002
William G. Freel, R.L.S. No. S-2554



CERTIFIED SURVEY MAP no. _____

BEING A DIVISION OF LANDS IN
THE W1/2 OF THE NE1/4 OF THE NW1/4
AND THE W1/2 OF THE SE1/4 OF THE NW1/4
OF SECTION 21, T6N, R21E,
CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

City of Milwaukee, Department of Development
P.O.B. 324
Milwaukee, WI.

The City of Milwaukee, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this map to be surveyed, divided, and mapped, as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the subdivision ordinance of the City of Greenfield.

In witness whereof, the said City of Milwaukee has caused these presents to be signed by John O. Norquist, its Mayor and countersigned by Ronald D. Leonhardt, its City Clerk, at Milwaukee, Wisconsin, on this 5 day of August, 2002.

In the Presence of:

[Signature]
[Signature]
John O. Norquist, Mayor
Ronald D. Leonhardt, City Clerk
[Signature]
Carolyn Hill Robertson
Deputy City Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

PERSONALLY came before me this 5 day of August, 2002, the above named John O. Norquist, Mayor, of the above named Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said Corporation and acknowledged that he executed the foregoing instrument as such officers as the deed of said corporation by its' authority.

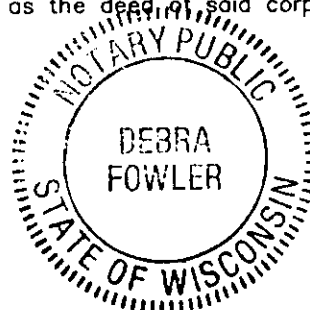
Notary Public, [Signature] County, Wisconsin.
My commission expires 4/23/03
Date

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

NOTARY PUBLIC
STATE OF WISCONSIN
M. CHRISTOFFERSON

PERSONALLY came before me this 6 day of August, 2002, the above named Ronald D. Leonhardt, City Clerk, of the above named Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such City Clerk of said Corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation by its' authority.

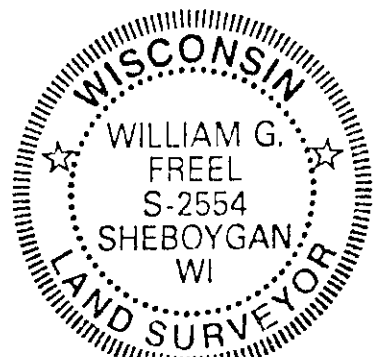
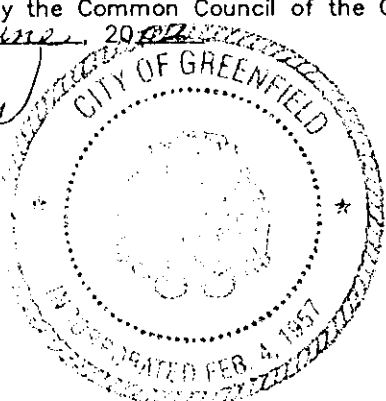
Notary Public, Debra K. Fowler County, Wisconsin.
My commission expires 11-16-03
Date



COMMON COUNCIL APPROVAL

APPROVED and accepted by the Common Council of the City of Greenfield this 25 day of June, 2002.

[Signature]
Donna Rynders, City Clerk



William G. Freel 363
July 18, 2002



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 24, 2023

RELATING TO:

Approve a variance to allow a second driveway at 4004 S. 91st Street.

SUMMARY:

The property at 4004 S. 91st Street has two existing separate driveways that connect to Waterford Avenue.

Chapter 9.12 of the City of Greenfield Code of Ordinances prohibits more than one driveway unless approved by the Board of Public Works.

That neighborhood will be reconstructed in 2023.

The property owner, Joseph Walli, is requesting that the second driveway remain.

The property owner is aware of the City of Greenfield Special Assessment Rate Schedule which indicates that a second driveway is fully assessable.

Engineering have reviewed this matter and recommends granting the variance to allow the second driveway.

RECOMMENDATION:

Approve a variance to allow a second driveway at 4004 S. 91st Street.

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



City of Greenfield GIS

DISCLAIMER: The City of Greenfield does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives. Greenfield GIS map data is for tax and real property listing purposes and does not represent a plat of survey.



SCALE: 1" = 26'

City of Greenfield

7325 West Forest Home Ave.
Greenfield, WI 53220

Print Date: 1/16/2023



Main driveway

Second driveway



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 24, 2023

RELATING TO:

Adopt an intergovernmental cooperation agreement between the Milwaukee Metropolitan Sewerage District (MMDS), the City of Greenfield, and the Whitnall School District, for trees at Konkell Park, and the Whitnall School Forest.

SUMMARY:

This intergovernmental cooperation agreement between the Milwaukee Metropolitan Sewerage District (MMDS), the City of Greenfield, and the Whitnall School District, is for trees at Konkell Park, and at the Whitnall School Forest.

The trees at Konkell park will be purchased and installed as a part of the existing Honey Creek project.

The city will let a contract to purchase and install the trees at the Whitnall School Forest.

The City will grant a conservation easement to MMDS to ensure that the trees in Konkell are properly maintained.

The School District will grant a separate conservation easement to MMDS to ensure that the trees in the school forest are properly maintained.

FINANCIAL:

The grant is for \$51,000 for trees at Konkell Park Honey Creek and \$41,000 for trees in the Whitnall School Forest.

RECOMMENDATION:

Adopt an intergovernmental cooperation agreement between the Milwaukee Metropolitan Sewerage District (MMDS), the City of Greenfield, and the Whitnall School District, for trees at Konkell Park, and the Whitnall School Forest.

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

**Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and the
City of Greenfield
and the
Whitnall School District
for the Reforestation and Wetland Restoration Project in Konkell Park and
the Whitnall School Forest**

1. Parties

This intergovernmental cooperation agreement (Agreement) is made between the Milwaukee Metropolitan Sewerage District (District), acting through its executive director, the City of Greenfield (City), acting through its mayor, and the Whitnall School District (WSD), acting through its superintendent. The parties make this agreement according to Wis. Stat. § 66.0301.

2. Purpose

The purpose of this Agreement is to identify the responsibilities of the District, the City, and the WSD for the funding, installation, and maintenance of trees for flood risk reduction in Konkell Park and the Whitnall School Forest.

3. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems in the District's service area.
- B. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat. At such times, stormwater also directly enters surface waters, causing pollution to those waterways and increasing the risk of flooding.
- C. By planting six million trees and restoring 4,000 acres of wetlands over ten years, the District's Reforestation and Wetland Restoration (RWR) Program strengthens the natural processes that support its work managing stormwater in the sewer service area and reducing the risk of flooding.
- D. Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.
- E. Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.

- F.** The City owns land at Konkel Park, 5151 West Layton Avenue (City Property) upon which it wants to plant trees that will serve as natural flood management infrastructure.
- G.** The WSD owns land at the Whitnall School Forest, 5025 South 116th Street (WSD Property) upon which it wants to plant trees that will serve as natural flood management infrastructure.
- H.** The District has funding available to implement natural flood management infrastructure for other governmental units, nonprofit organizations, and other property owners through its RWR Program.

4. Date of Agreement

This Agreement becomes effective upon its execution by all three parties.

5. WSD Responsibilities

The WSD will:

- A.** maintain contact for project-related communication with the City and the District through the contact persons listed below;
- B.** allow the City and its contractors access to plant the trees procured under this Agreement on the WSD Property substantially as shown in Attachment A;
- C.** maintain the trees planted on the WSD Property consistent with the Whitnall School Forest practices and procedures;
- D.** grant a 20-year conservation easement to the District for the areas of WSD Property shown in Attachment A;
- E.** if requested by the District, install an informational sign at the WSD Property illustrating the purpose and effectiveness of trees in the context of environmental concerns like carbon emissions and climate change. The WSD will work with the District to create mutually acceptable content and layout for such signage; and
- F.** facilitate, upon request, District visits to the WSD Property, at reasonable times and in compliance with WSD's safety rules, to inspect, photograph, or otherwise collect information related to RWR Program progress.

6. City Responsibilities

The City will:

- A.** maintain contact for project-related communication with the WSD and the District through the contact persons listed below;
- B.** procure species of tree suited for the ecology of the WSD Property and the City Property consistent with the City's municipal procurement procedures. The City will procure, at a minimum but not totaling more than \$100,000, trees in the number and size as follows:

- i. 250 1.5'-3' caliper trees,
 - ii. 100 container trees, and
 - iii. 750 whips;
- C. invoice the District monthly for tree procurement pursuant to this Agreement through the District's web-based project management software, e-Builder. The invoice will include the RWR Program project name, RWR Trees at Konkel Park and Whitnall School Forest, the District's contract number W98006P04, and the name of the District's project manager, Nadia Vogt;
- D. install between 300-400 container and whip trees procured with funding pursuant to this Agreement on the WSD Property substantially as shown in Attachment A and all the remaining trees procured with funding pursuant to this Agreement on the City Property as shown in Attachment B in accordance with the City's municipal practices and procedures on or before December 31, 2023;
- E. maintain the trees planted on the City Property consistent with City's municipal practices and procedures;
- F. grant a 20-year conservation easement to the District over the project area of the City Property as shown in Attachment B;
- G. include, after District approval, the District's name and logo on any informational signage installed at Konkel Park;
- H. facilitate, if necessary, District visits to the City Property, at reasonable times and in compliance with City's safety rules, to inspect, photograph, or otherwise collect information related to RWR Program progress; and
- I. submit to the District a baseline report at project completion including:
 - i. planting plans and/or design specifications,
 - ii. total number and species of trees planted,
 - iii. site photographs,
 - iv. list of all project invoices and copies of all paid invoices,
 - v. W-9 request for taxpayer identification number and certification form,
 - vi. small, women's, and minority business enterprise report,
 - vii. economic impact report showing total number of people and estimated number of hours worked on design and construction by contractors, consultants, and municipal staff, and
 - viii. tabulation of bids received, including bidder name and price.

7. District Responsibilities

The District will:

- A.** maintain contact for project-related communication with the City and the WSD through the contact persons listed below;
- B.** pay the City's invoices within 30 days of receipt for the procurement of trees installed and maintained pursuant to this Agreement up to \$100,000;
- C.** draft and record the 20-year conservation easements in favor of the District for the areas upon which trees are planted on the City Property and the WSD Property as shown in Attachments A and B pursuant to this Agreement; and
- D.** provide timely feedback to the City on proposed signage.

8. Contact Persons

- A.** For the District, the contact person is:

Nadia Vogt, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
(414) 225-2052
nvogt@mmsd.com

- B.** For the City, the contact person is:

Jeff Katz, City Engineer
City of Greenfield
7325 West Forest Home Avenue
Greenfield, Wisconsin 53220
(414) 939-8322
jeffrey.katz@greenfieldwi.us

- C.** For the WSD, the contact person is:

Lisa Olson, Superintendent
Whitnall School District
5000 South 116th Street
Greenfield, Wisconsin 53228
(414) 525-8400
lolson@whitnall.com

9. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by the District, the WSD, and the City.

10. Terminating this Agreement

The District may terminate this Agreement prior to the City's procurement of trees under this Agreement. After the procurement has commenced, the District may terminate this Agreement only for good cause, such as but not limited to breach of agreement by the City. The City and the WSD may terminate this Agreement at any time, but the District will only pay the City if the work is completed.

11. Severability

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

12. Applicable Law

The laws of the State of Wisconsin govern this Agreement.

13. Conflicts of Interest

No officer, employee, or agent of the District, the WSD, or the City who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the City for the installation of RWR Program trees.

14. Resolving Disputes

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

15. Indemnification

The District, the City, and the WSD will be liable for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of another party, then the District, the City, and the WSD will hold each other harmless for any losses, damages, costs, or expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

16. Independence of the Parties

This Agreement does not create a partnership, and no party may enter into contracts on behalf of another party.

17. Assignment

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

18. Signature Authority

The persons signing this Agreement certify that they have authority from the entity they represent to execute this Agreement.

SIGNATURES ON NEXT PAGE

WHITNALL SCHOOL DISTRICT

Lisa Olson
Superintendent

Date: _____

CITY OF GREENFIELD

Michael J. Neitzke
Mayor

Date: _____

Jennifer Goergen
City Clerk

Date: _____

Paula Schafer
Finance Director

Date: _____

Brian Sajdak
City Attorney

Date: _____

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

Kevin L. Shafer, P.E.
Executive Director

Date: _____

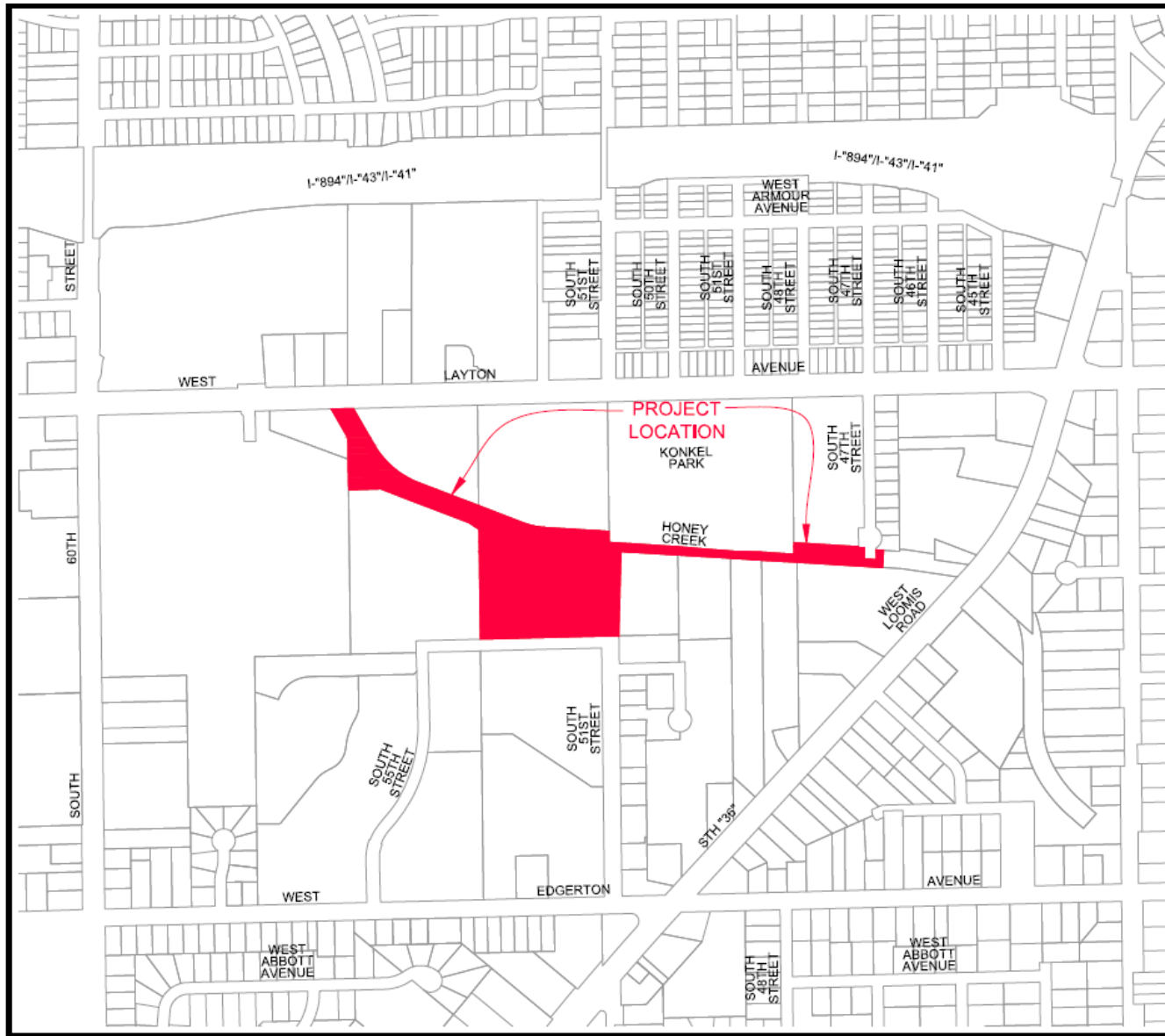
Approved as to form

Attorney for the District

Attachment A



Attachment B





Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: January 24, 2023

RELATING TO:

Approve a trail easement agreement between the City of Greenfield and Jonrich LLC for a bicycle and pedestrian trail.

SUMMARY:

With funding through TID 6, a new bicycle and pedestrian trail is being proposed to connect the 84 South Development, beginning at 92nd and Sura Lane, to the Powerline Trail at 100th and Cold Spring.

The City desires to construct and operate that trail on the parcel owned by Jonrich LLC, and to allow the public to use the trail.

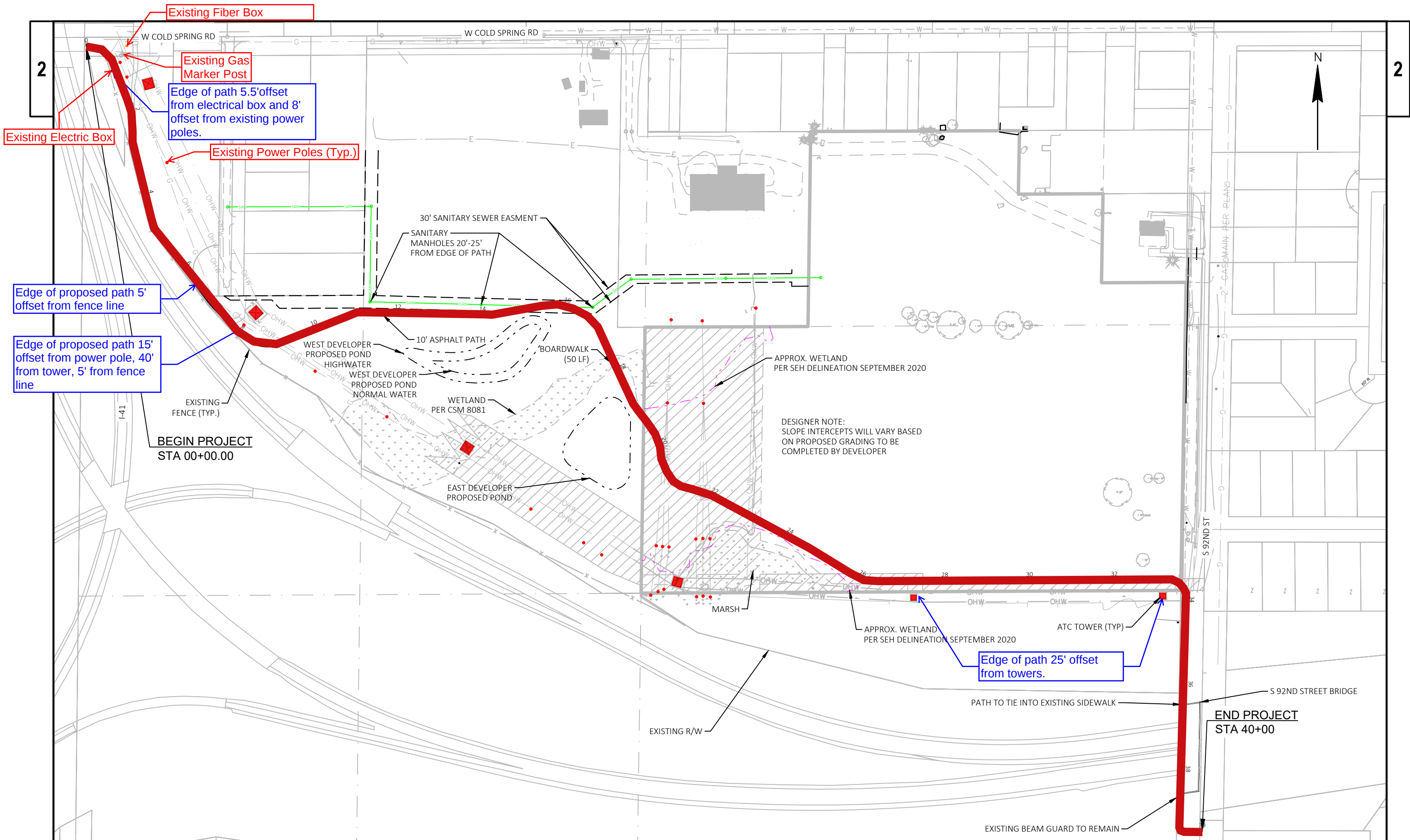
Jonrich LLC is granting this easement at no cost to the city.

The trail also crosses a parcel owned by Cobalt partners. They will be granting a similar easement in the near future.

RECOMMENDATION:

Approve a trail easement agreement between the City of Greenfield and Jonrich LLC for a bicycle and pedestrian trail.

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



Document Number	TRAIL EASEMENT AGREEMENT Document Title
Recording Area	
Name and Return Address	
Brad Dallet Husch Blackwell LLP 511 N. Broadway, Suite 1100 Milwaukee, WI 53202	
See attached Ex. A	
Parcel Identification Number (PIN)	

Drafted by:
Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT is made this ____ day of _____, 2023, by and between Jonrich LLC (“Grantor”) and the City of Greenfield (“City”).

A. Grantor is the owner of a parcel of land located on West Cold Spring Road in the City of Greenfield, Milwaukee County, Wisconsin, which parcel of land is further described on Exhibit A attached hereto and made a part hereof (“Grantor Parcel”).

B. The City desires to construct that certain trail on the Grantor Parcel (“Trail”), to thereafter operate, maintain, repair and replace the Trail, and to allow the public to use the Trail.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, and intending to be legally bound, the parties do hereby covenant and agree, for themselves, their successors and assigns, as follows:

1. **Trail Easement.** Grantor hereby grants to the City, its successor and assigns, and for the benefit of public use, a perpetual easement over that portion of the Grantor Parcel identified and legally described on Exhibit B attached hereto and made a part hereof as “*Trail Easement*” (“Trail Easement Area”), in order to install, operate, repair, replace, and maintain the Trail.

2. **Maintenance of Trail.** Except if the cause of any maintenance or repair is the result of any action by or the negligence of Grantor, its successors and/or assigns, contractors, employees or agents, the City shall be solely responsible for the maintenance, repair and operation of the Trail which it constructs on the Grantor Parcel. In the event that the City makes any alterations to any portion of the Grantor Parcel in exercising its rights under this Easement Agreement, the City shall repair and restore the Grantor Parcel to its prior condition.

3. **Construction and Maintenance/Right of Entry.** Grantor hereby grants to the City, its successors and assigns, contractors and agents, the right to bring personnel, machinery and equipment onto the Grantor Parcel reasonably necessary for the sole purpose of carrying out activities permitted or required under this Easement Agreement.

4. **Improvements.** All lines, equipment and their related components and supports placed within the Trail Easement Area by the City, or the City’s agents and contractors, pursuant to this Easement Agreement shall remain the property of the City.

5. **Indemnification.** The City hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all loss, cost and expense or damage, including but not limited to reasonable attorneys fees, because of any injury to person or property caused by any act or omission of the City, its agents, employees, customers or contractors in connection with the City’s maintenance of the Trail; provided, however the City’s obligation to hold harmless, indemnify and defend shall not apply to any actual or alleged claim, loss, cost, injury, expense or damage caused by the negligence or intentional misconduct of Grantor, or Grantor’s agents, guests, tenants, employees, invitees, successors, assigns, customers and contractors. The City shall at all time maintain commercially reasonable insurance to insure its activities permitted by this Easement Agreement, including this indemnity provision.

6. **Easements Run with the Land.** The terms of this Easement Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real property

described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors, assigns, tenants and personal representatives.

7. **Counterparts.** This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Easement Agreement may be executed and notarized on separate pages, and when attached to this Easement Agreement shall constitute one complete document.

8. **Miscellaneous.** This Easement Agreement represents the entire agreement of the parties on the subject matter hereof and supersedes all prior negotiations and agreements related thereto. This Easement Agreement may be modified, supplemented or amended only by a written instrument signed by the then record owners of the Grantor Parcel and the City and recorded in the real property records of Milwaukee County, Wisconsin. The captions set forth in this Easement Agreement are included for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of any terms or provisions of this Easement Agreement. This Easement Agreement shall be interpreted and construed under and governed by the laws of the State of Wisconsin. The exhibits attached to this Agreement are deemed incorporated herein as though set forth in full. Neither the waiver by any party of any breach of any provision hereof, nor the failure of any party to seek redress for violation of or insist upon strict performance of any such provision, shall be considered a waiver of such provision or any subsequent breach thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Easement Agreement are cumulative and not exclusive of each other or of any right or remedy provided at law or in equity. Invalidation of any of the provisions contained in this Easement Agreement, or the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any person and the same shall remain in full force and effect.

[Signatures on following page(s)]

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

GRANTOR:

Jonrich LLC

By: _____
Name: John Coury
Title: Authorized Representative

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this ____ day of December, 2022, before me, the undersigned personally appeared John Coury, as Authorized Representative of Jonrich LLC and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Name: _____
Notary Public, _____ County

My Commission Expires: _____

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

THE CITY:

The City of Greenfield

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this ____ day of _____, 2023, before me, the undersigned personally appeared _____, as _____ of the City of Greenfield, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Name: _____

Notary Public, _____ County

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PARCEL

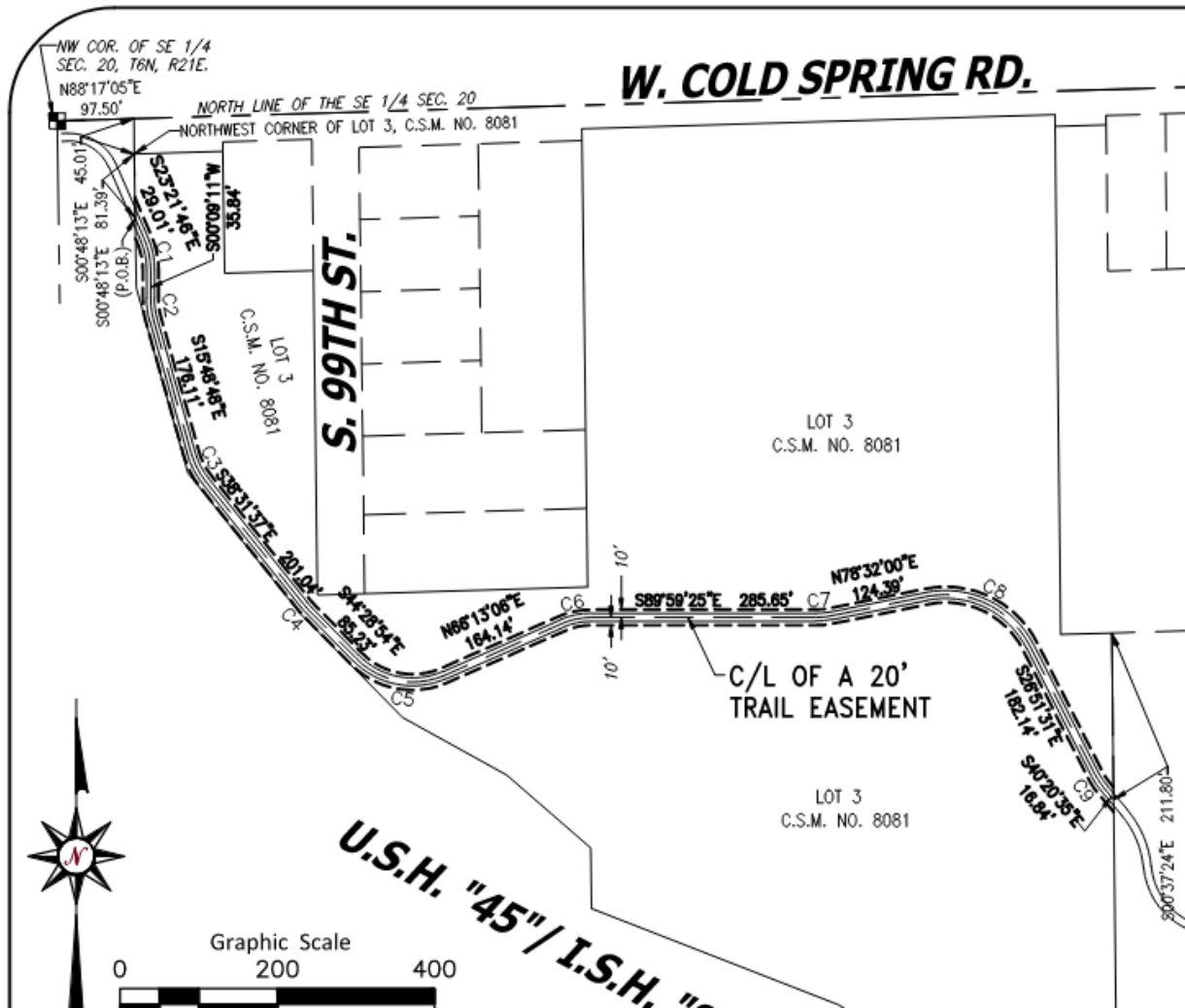
Lot 3 of Certified Survey Map No. 8081, recorded in the office of the Register of Deeds for Milwaukee County on August 28, 2008, as Document No. 9643386, being part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 20, Township 6 North, Range 21 East in the City of Greenfield, County of Milwaukee, State of Wisconsin.

For informational Purposes Only

Tax Parcel Number: 607-9981-004

EXHIBIT B

DEPICTION OF TRAIL EASEMENT AREA



LEGAL DESCRIPTION

A 20' wide strip of land being part of Lot 3, Certified Survey Map No. 8081, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 20, Town 6 North, Range 21 East, in the City of Greenfield, County of Milwaukee, State of Wisconsin, the centerline of which is bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section, thence North 88°17'05" East along the North line of said 1/4 Section 97.50 feet to a point; thence South 00°48'13" East 45.01 feet to a point at the Northwest corner of said Lot 3; thence continuing South 00°48'13" East along the West line of said Lot 3, 81.39 feet to the point of beginning of said centerline, hereinafter described; thence South 23°21'46" East 29.01 feet to a point of curvature; thence Southeasterly 41.04 feet along the arc of a curve whose radius is 99.99 feet, whose center lies to the West and whose chord bears South 11°36'18" East 40.75 feet to a point; thence South 00°09'11" West 35.84 feet to a point of curvature; thence Southeasterly 27.87 feet along the arc of a curve whose radius is 99.99 feet, whose center lies to the East and whose chord bears South 07°49'49" East 27.78 feet to a point; thence South 15°48'48" East 176.11 feet to a point of curvature; thence Southeasterly 39.64 feet along the arc of a curve whose radius is 99.99 feet, whose center lies to the Northeast and whose chord bears South 27°10'13" East 39.38 feet to a point; thence South 38°31'37" East 201.04 feet to a point of curvature; thence Southeasterly 10.39 feet along the arc of a curve whose radius is 99.99, whose center lies to the Northeast and whose chord bears South 41°30'15" East 10.39 feet to a point; thence South 44°28'54" East 85.23 feet to a point of curvature; thence Easterly 120.94 feet along the arc of a curve whose radius is 99.99 feet, whose center lies to the North and whose chord bears South 79°07'53" East 113.71 feet to a point; thence North 66°13'06" East 164.14 feet to a point of curvature; thence Easterly 37.37 feet along the arc of a curve whose radius is 89.99, whose center lies to the South and whose chord bears North 78°06'51" East 37.10 feet to a point; thence South 89°59'25" East 285.65 feet to a point of curvature; thence Easterly 20.03 feet along the arc of a curve whose radius is 99.99 feet, whose center lies to the North and whose chord bears North 84°16'17" East 20.00 feet to a point; thence North 78°32'00" East 124.39 feet to a point of curvature; thence Southeasterly 156.25 feet along the arc of a curve whose radius is 119.99 feet, whose center lies to the Southwest and whose chord bears South 64°09'45" East 145.44 feet to a point; thence South 26°51'31" East 182.14 feet to a point of curvature; thence Southeasterly 23.53 feet along the arc of a curve whose radius is 99.99 feet, whose center lies to the Northeast and whose chord bears South 33°36'03" East 23.48 feet to a point; thence South 40°20'35" East 16.84 feet to a point on the East line of said Lot 3 and the point of termination of said centerline.