



COMMON COUNCIL MEETING AGENDA

Tuesday, February 7, 2023 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the January 17, 2023 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. Claim for excessive assessment received for 9000 Sura Lane, MMAC 150 Greenfield WI, LLC (Aurora Health Care). (Goergen)
 - 2. Personal Property Claim received for Roaring Fork LLC, 5075 S. 76th Street. (Goergen)
 - 3. Approve applications for 2022-2023 operator licenses (Goergen)
 - 4. Adopt a resolution approving the Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding (Sajdak)
 - 5. Approve agreement between the Wisconsin Department of Transportation and the Greenfield Police Department for 2023 Traffic Mitigation I-894 & Loomis Rd/STH 36 Project (PD-Chief Johnson)
 - 6. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of South 43rd Street from Cold Spring Road to Howard Avenue. (Katz)
 - 7. Adopt a resolution supporting the installation of noise barrier walls and traffic congestion mitigation along the freeway system within Greenfield. (Katz)
 - 8. 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. (BPW 1/24/23-Ald. Bailey)
 - 9. Adopt a resolution accepting a road reservation for street purposes on Waterford Avenue. (BPW 1/24/23-Ald. Bailey)

10. Approve a variance to allow a second driveway at 4004 S. 91st Street. (BPW 1/24/23-Ald. Bailey)
11. 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. (BPW 1/24/23-Ald. Bailey)
12. Approve a trail easement agreement between the City of Greenfield and Jonrich LLC for a bicycle and pedestrian trail. (BPW 1/24/23-Ald. Bailey)
13. Approval of mileage reimbursements in the amount of \$174.53. (Schafer)
14. Approval of schedules of disbursements in the amount of \$1,682,753.55. (Schafer)
15. Accept investment and reinvestments for December 2022. (Schafer)
16. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(c) & (e), to consider the following:
 - a. Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - b. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (wages, insurance, or investing of public funds)
17. Adjourn closed session and reconvene into open session.
18. Decision to approve engagement agreement between City of Greenfield and Pruitt, Ekes & Geary, S.C. and authorize Mayor to sign agreement
- 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

02/03/2023

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Aurora C Nuno Becerra	1248 S 36th ST	Milwaukee, WI 53215
Caitlin Marie Bairami	3825 E Underwood AVE	Cudahy, WI 53110
Sandra Elizabeth Kolb	2510 N 84th ST	Milwaukee, WI 53226



Private Office:
11402 W. Church St.
Franklin, WI 53132
(414) 529-8900

Office of the City Attorney

To: Mayor and Common Council
From: Brian C. Sajdak, City Attorney
Date: February 1, 2023
Re: Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding

By virtue of Wis. Stat. § 165.12, the City is a party to the class action litigation pending in the U.S. District Court for the Northern District of Ohio (In re National Prescription Opiate Litigation, MDL No. 2804). Under that statute, the State has the authority to settle claims in that litigation for all litigating parties in Wisconsin.

In December of 2021, the Common Council approved entering to a Memorandum of Understanding with the State with respect to a proposed settlement in a national class action lawsuit with three of the manufacturers and distributors of opioids. Three of the other defendant manufacturer/distributor defendants in the class action have declared bankruptcy and it is anticipated that the bankruptcy courts will enter orders consistent with certain National Opioid Abatement Trust Agreements and Trust Distribution Procedures which could result in a payment to the Wisconsin litigating parties from the bankruptcy estates.

In response to this news, the State of Wisconsin has proposed a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding which provides for the distribution of any payments made to Wisconsin governments from the bankruptcy estates in a manner consistent with previous MOU among the litigating parties in the state.

At this time, the exact amount that the City will receive from the bankruptcies is not clear. However, given the bankruptcy, any sums received effectively becomes “found money” given the uncertainty involved in bankruptcies. The terms of the Trust Agreements and Distribution Procedures are similar to the prior settlement in that the funds will need to be expended on certain abatement strategies (Narcotics distribution, prevention programs, etc.). The City’s outside counsel for the opioid litigation has recommended entering into the MOU.

BCS

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ____

A RESOLUTION APPROVING THE WISCONSIN STATE-LOCAL GOVERNMENT
OPIOID BANKRUPTCY MEMORANDUM OF UNDERSTANDING

WHEREAS, the abuse of opioids has reached an epidemic level resulting in significant costs to local municipalities who are on the front line in combating the problem in the form of increased expenditures related to public health and social service programs, increased demands on first responders, and increased pressures on public safety personnel; and

WHEREAS, the City of Greenfield is not immune to these costs; and

WHEREAS, the City previously retained the services of Phipps, Deacon & Purnell to represent the City in pursuing claims related to this matter; and

WHEREAS, in related litigation pending in the U.S. District Court for the Northern District of Ohio (In re National Prescription Opiate Litigation, MDL No. 2804), the Court certified a class of all counties and municipalities in the United States for purposes of negotiation and settlement of claims related to opioid abuse; and

WHEREAS, Wisconsin Statute § 165.12 provides that the City is a party to that class action suit and that the State of Wisconsin has the authority to settle claims on behalf of all Wisconsin parties to the class action; and

WHEREAS, three of the defendant manufacturer/distributor defendants in the class action have declared bankruptcy and it is anticipated that the bankruptcy courts will enter orders consistent with certain National Opioid Abatement Trust Agreements and Trust Distribution Procedures which could result in a payment to the litigating parties from the bankruptcy estates; and

WHEREAS, the State of Wisconsin has proposed a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding (the “MOU”) which provides for the distribution of any payments made to Wisconsin governments from the bankruptcy estates in a manner consistent with previous agreements among the litigating parties in the state; and

WHEREAS, upon the recommendation of counsel, the City desires to enter into the MOU to provide additional funds to the City in its fight against opioids;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield as follows:

1. That the Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding, in the form attached hereto, is approved.
2. That the Mayor is authorized and directed to execute and deliver the same.
3. That the Mayor and appropriate City staff are authorized to take any and all actions necessary to effectuate and comply with the terms of the MOU.

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

AGREEMENT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF GREENFIELD POLICE DEPARTMENT

State Project I.D. 1100-45-90

CONTRACT NO. 1

2023 Traffic Mitigation

I-894 and Loomis Rd/STH 36 Milwaukee Project

This agreement is made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the City of Greenfield Police Department (CITY), to provide for services as described herein. The Wisconsin Department of Transportation and City of Greenfield Police Department are partnering during the I-894 Resurfacing Project (PROJECT) to ensure that emergency response capabilities are not adversely affected by roadway reconstruction.

The DEPARTMENT advises implementation of a comprehensive and cost-effective transportation management plan that will help ensure the safety, accessibility, and mobility for the traveling public in the PROJECT area. The PROJECT area is defined as the I-894 corridor between 84th and 35th streets, and Loomis Road/STH 36, 51st and 84th streets between Layton Avenue and Cold Spring Road in Milwaukee County. Included in the PROJECT area are local alternate route streets within two miles of the interstate roadways.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will provide \$22,035.04 to the CITY. In turn, the CITY will provide planning, coordination and staffing services (as outlined below) in an effort to mitigate emergency incidents in the PROJECT area and stay informed of PROJECT roadway closures and construction progress for the duration of the reconstruction (early to late 2023). This contract covers the first year period commencing as early as May 1, 2023 and ending on October 31, 2023.

The monies provided by this agreement will allow for CITY to assist in:

- Traffic control assistance during changing traffic patterns and freeway closures
- Speed enforcement on alternate routes and other local roads
- Special event coordination
- Evaluation of emergency access and traffic control plans
- Assist in development of an Incident Crisis Communications Plan
- Participation in incident “dry run” exercises

Enforcement Enhancements

The CITY shall provide additional enforcement on key alternate routes related to the PROJECT to keep alternate routes open and traffic moving. These enhancement services will allow for quicker first responses to crashes on key alternate routes, quicker incident removals, and added presence at sensitive facilities (schools, parks, etc.). The CITY shall also assist in securing incident/crisis scenes on city streets and attend I-894 related construction progress meetings and coordinating closure schedules when necessary.

Basis of Payment

The CITY shall charge actual costs incurred and attributable to the work performed and described above under this agreement to the DEPARTMENT. The DEPARTMENT will provide to the CITY reimbursable funding for these functions in the amount of \$22,035.04. Total reimbursement to the CITY for traffic mitigation measures under this agreement will not exceed \$22,035.04. The CITY shall, within 30 business days after the end of the month, submit an invoice for work performed in the period. Monthly billings, or a billing, shall be directed by the City to the attention of Stephanie Leraneth, Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow St, Waukesha, WI 53188 and will include a statement of expenses supported by a description of items and services to be provided and expended. The invoice shall include the dates worked, number of hours, and number of miles. The Department shall pay the bill (or billings, as the case may be) promptly upon receipt thereof.

Notifications

Other correspondence and notifications required under this agreement shall be given as follows:

Notice to the City-PD: Chief Jay A. Johnson
City of Greenfield Police Department
5300 W Layton Avenue
Greenfield, WI 53220
(414) 761-5300

Notice to the Department: Stephanie Leraneth
Construction Program Work Zone & Traffic Engineer
Zoo Interchange Project
WisDOT SE Region - Southeast Freeways PDS
141 NW Barstow
Waukesha, WI 53187-0798
(414) 750-1397
Stephanie.Leraneth@dot.wi.gov

Signatures Page:

This agreement may only be amended by a written document signed by each of the parties hereto.

APPROVED _____
For the City of Greenfield Police Department Date

APPROVED _____
Mayor, City of Greenfield Date

APPROVED _____
Police Chief, City of Greenfield Date

APPROVED _____
Finance Director, City of Greenfield Date

APPROVED _____
City Attorney, City of Greenfield Date

APPROVED _____
City Clerk, City of Greenfield Date

APPROVED _____
For the Wisconsin Department of Transportation Date

APPROVED _____
Governor, State of Wisconsin Date



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 7, 2023

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of South 43rd Street from Cold Spring Road to Howard Avenue.

SUMMARY:

This Wisconsin DOT grant will fund 80% of \$3,472,630 for the design and construction of South 43rd Street from Cold Spring Road to Howard Avenue.

Construction will be in the summer of 2025.

A very small portion of the project is in the city of Milwaukee. Milwaukee will pay its proportionate share of the grant match. Greenfield's share of the grant match will be included in a future capital improvement budget.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2155-15-00					
Design	\$339,930	\$271,944	80%	\$67,986	20% + BAL
State Review	\$20,000	\$16,000	80%	\$4,000	20% + BAL
ID 2155-15-70					
Participating Construction	\$3,087,700	\$2,442,160	80%	\$645,540	20% + BAL
Non-Participating Construction	\$5,000	\$0	0%	\$5,000	100%
State Review	\$20,000	\$16,000	80%	\$4,000	20% + BAL
Total Est. Cost Distribution	\$3,472,630	\$2,746,104	N/A	\$726,526	N/A

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

Note to Clerk's office:

After approval by the Common Council, the Wisconsin Department of Transportation will utilize DocuSign to email this document to all four signers for their electronic signature.

Urbanized Area STP-Urban (206) Standard SMA Template

	STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP Urban PROJECT	Date: January 31, 2023
	Program Name: STP-Urban Population Group: 200,000+ Sub-program #: 206	I.D.: 2155-15-00/70 Road Name: S 43rd St Limits: W Cold Spring Rd to W Howard Ave County: Milwaukee Roadway Length: 0.53 miles Functional Classification: Principal Arterial Project Sponsor: City of Greenfield

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 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.

Existing Facility - Describe and give reason for request: S 43rd St is a 2-lane concrete roadway with an urban cross section and 2-12ft lanes and spot lighting. The roadway is experiencing extensive cracking and spalling at all joints, transfer joint faulting and corner and manhole cracking with missing pavement pieces.

Proposed Improvement - Nature of work: Pavement replacement with bicycle and pedestrian accommodations, pavement marking signing and lighting will be included.

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: work 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 road.

The Municipality agrees to the following 2023-2026 STP Urbanized Area project funding conditions:

Project design and construction costs are funded with up to 80% federal funding up to a funding limit of \$2,746,104. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,746,104 federal/state funding limit. Real estate, railroad, and 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 **2025**. Sunset date: **June 30, 2030**.

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.

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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 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 of \$2,746,104 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.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2155-15-00					
Design	\$339,930	\$271,944	80%	\$67,986	20% + BAL
State Review	\$20,000	\$16,000	80%	\$4,000	20% + BAL
ID 2155-15-70					
Participating Construction	\$3,087,700	\$2,442,160	80%	\$645,540	20% + BAL
Non-Participating Construction	\$5,000	\$0	0%	\$5,000	100%
State Review	\$20,000	\$16,000	80%	\$4,000	20% + BAL
Total Est. Cost Distribution	\$3,472,630	\$2,746,104	N/A	\$726,526	N/A

*Design ID# 2155-15-00 federal funding is limited to \$287,944

*Construction ID# 2155-15-70 federal funding is limited to \$2,458,160.

This request is subject to the terms and conditions that follow (pages 2 – 7) 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.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: City of Greenfield (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title: SE Region Planning Chief	Date
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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 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.

Urbanized Area STP-Urban (206) Standard SMA Template

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 Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2023-2026 STP Urbanized Area STP-Urban program. Federal funding 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. The work will be administered by the State and may include items not eligible for federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal 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

Urbanized Area STP-Urban (206) Standard SMA Template

work to be ineligible for federal 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 2023-2026 STP Urbanized Area STP-Urban 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, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement
 - i. Other 100% Municipality funded items: determined during design
8. 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.
9. Work to be performed by the Municipality without federal 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.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. 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.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal 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.
13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 STP 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.

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14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. 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 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 project.
 - 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, which 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.
16. 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 Federal Highway Administration.
 - 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 aid highway regulations, posters,

Urbanized Area STP-Urban (206) Standard SMA Template

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 Federal Highway Administration, and that no 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:

17. 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.
18. 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.
19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. 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.
21. 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

22. 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

Urbanized Area STP-Urban (206) Standard SMA Template

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.

23. 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 Department. The Department 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.

24. The Municipality agrees to the following 2023-2026 STP Urbanized Area STP-Urban project funding conditions:

- a. **ID 2155-15-00:** Design is funded with 80% federal funding, when the Municipality agrees to provide the remaining 20%.. 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 federal funding and 20% by the Municipality.
- b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
- c. **ID 2155-15-70:** Construction:
 - i. Costs for pavement replacement are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
 - ii. non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality for participating activities and 100% by the Municipality for non-participating activities.

[End of Document]

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 7, 2023

RELATING TO:

Adopt a resolution supporting the installation of noise barrier walls and traffic congestion mitigation along the freeway system within Greenfield.

SUMMARY:

The freeway system including I-894/I-41/I-43 passes through the City of Greenfield and its residential neighborhoods. The city's growing population of 37,803 residents, and businesses, are negatively impacted by loud noise caused by increasing high freeway traffic volumes. Traffic congestion on the freeway and the freeway on and off ramps has a negative impact on local streets.

The portion of the freeway that passes through Greenfield is the last section within Milwaukee County to be improved in many years. The Wisconsin Department of Transportation will be completing an extensive improvement project in the summer of 2023, including reconstruction of the Loomis Road bridge, resurfacing I-894 through lanes and ramps, repair median and shoulder pavement, barrier walls, curb, gutters, storm sewer, guard rails, sign structures and lighting.

This 2023 improvement project needs to address all deficiencies within the corridor for the next 15 to 20 years, including noise. The 2023 project does not include noise barrier walls to address the negative impact of loud noise caused by increasing high traffic volumes. Noise barrier walls have been installed recently on similar improvement projects throughout the freeway system in Milwaukee and neighboring counties.

City of Greenfield requests and strongly encourages the installation of noise barrier walls along the freeway system within Greenfield. The City of Greenfield requests traffic mitigation improvements be made to reduce traffic congestion on the freeway and the freeway on and off ramps to reduce the negative impact on local streets.

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

RESOLUTION NO.
SUPPORT FOR NOISE BARRIER WALLS
AND TRAFFIC CONGESTION MITIGATION

WHEREAS, the freeway system including I-894/I-41/I-43 passes through the City of Greenfield and its residential neighborhoods, as shown on Exhibit A; and

WHEREAS, the city's growing population of 37,803 residents, and businesses, are negatively impacted by loud noise caused by increasing high freeway traffic volumes; and

WHEREAS, traffic congestion on the freeway and the freeway on and off ramps has a negative impact on local streets; and

WHEREAS, the portion of the freeway that passes through Greenfield is the last section within Milwaukee County to be improved in many years; and

WHEREAS, the Wisconsin Department of Transportation will be completing an extensive improvement project in the summer of 2023, including reconstruction of the Loomis Road bridge, resurfacing I-894 through lanes and ramps, repair median and shoulder pavement, barrier walls, curb, gutters, storm sewer, guard rails, sign structures and lighting; and

WHEREAS, the 2023 improvement project needs to address all deficiencies within the corridor for the next 15 to 20 years, including noise; and

WHEREAS, the 2023 improvement project does not include noise barrier walls to address the negative impact of loud noise caused by increasing high traffic volumes; and

WHEREAS, noise barrier walls have been installed recently on similar improvement projects throughout the freeway system in Milwaukee and neighboring counties.

NOW, THEREFORE, BE IT RESOLVED, the City of Greenfield requests and strongly encourages the installation of noise barrier walls along the freeway system within Greenfield; and

BE IT FURTHER RESOLVED, the City of Greenfield requests traffic mitigation improvements be made to reduce traffic congestion on the freeway and the freeway on and off ramps to reduce the negative impact on local streets.

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

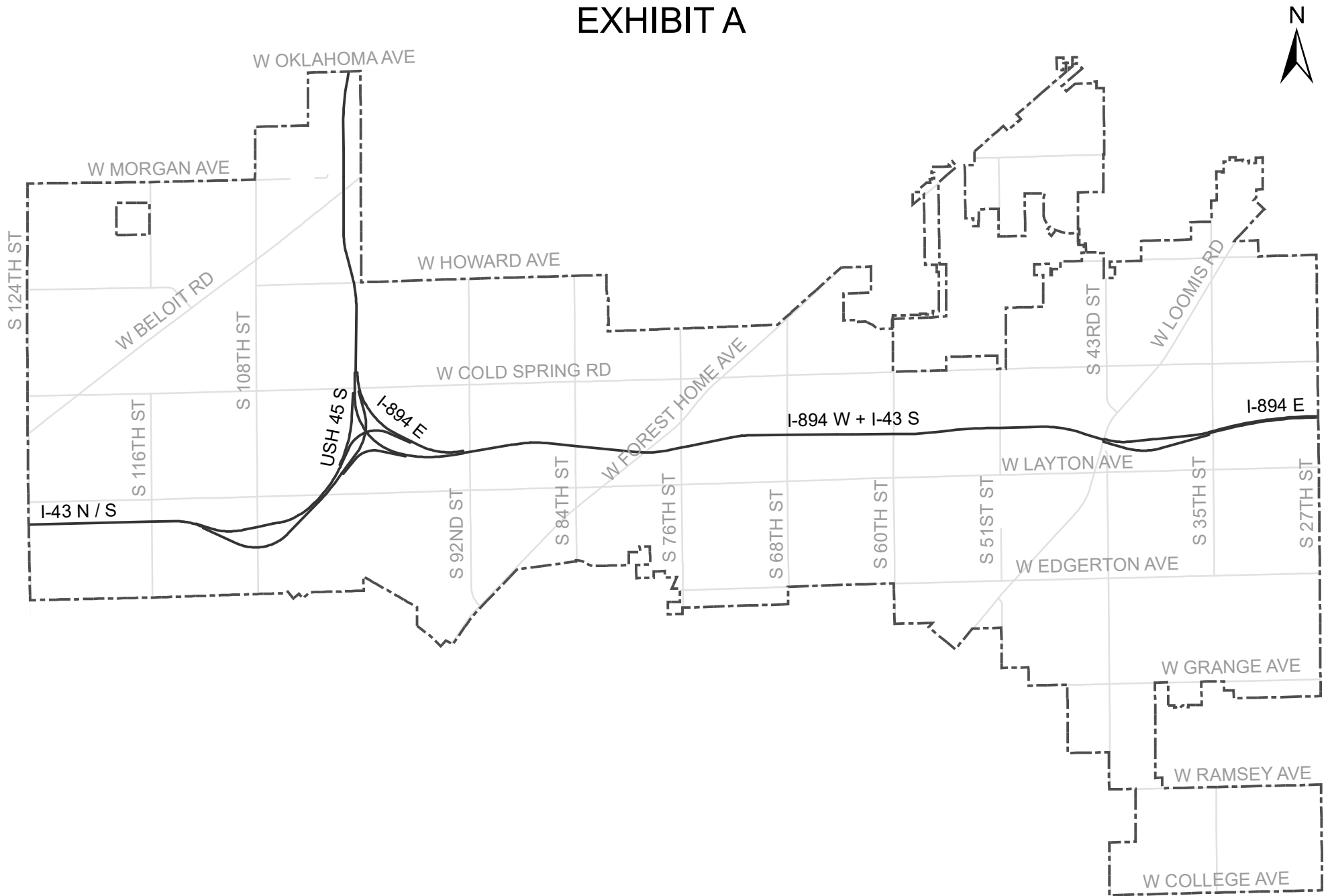
APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

EXHIBIT A





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

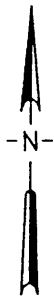
ATTEST:

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



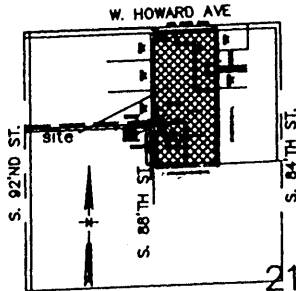
BEARINGS SHOWN HEREON
ARE REFERENCED TO THE
N. LINE OF THE NW1/4 SEC.21, T6N, R21E
RECORDED BY SEWRPC
TO BEAR N88°22'03"E

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

LOCATION MAP

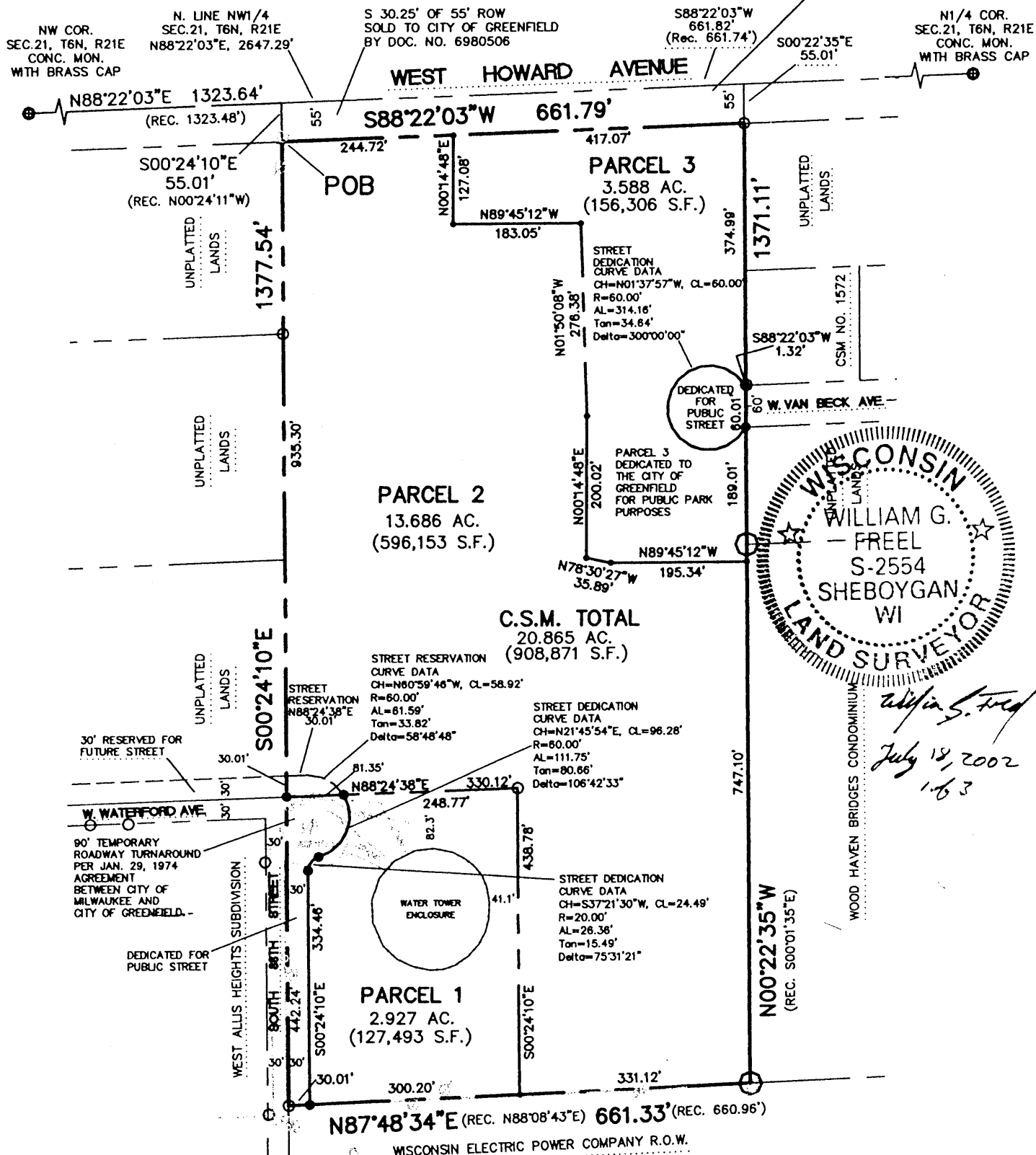


SCALE: 1"=2000'
NW1/4 SEC.21, T6N, R21E

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;

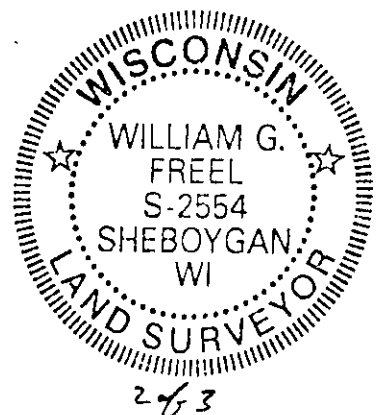
Thence N00°22'35"W (Rec. S00°01'35"E) along the Westerly line and Westerly line extended of said Condominium, 1371.11 feet to the Southerly right-of-way line of West Howard Avenue;

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

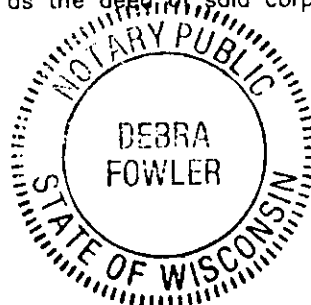
STATE OF WISCONSIN)
MILWAUKEE COUNTY)

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, [Signature] County, Wisconsin.

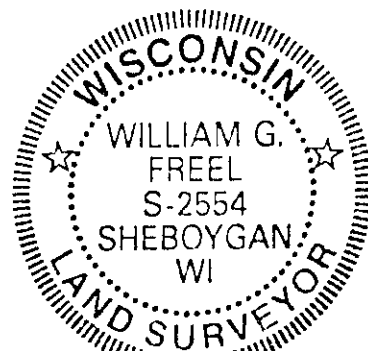
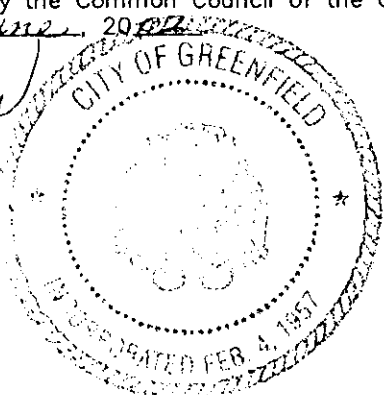
My commission expires 11-16-03
Date



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



[Signature]
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: _____

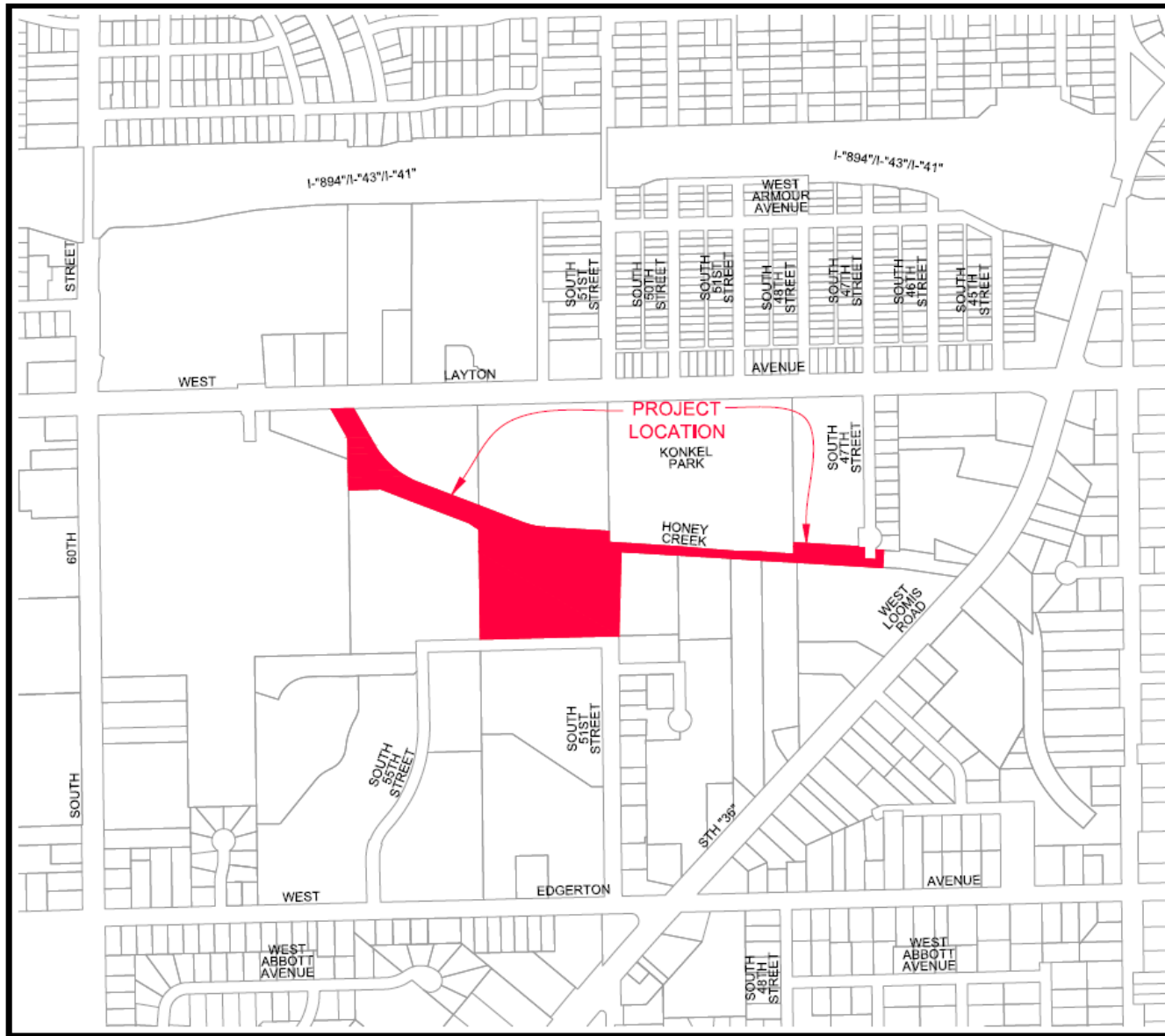
Approved as to form

Attorney for the District

Attachment A



Attachment B



RWR Trees at Konkel Park and Whitnall School Forest - W98006P04
Page 9 of 9



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.

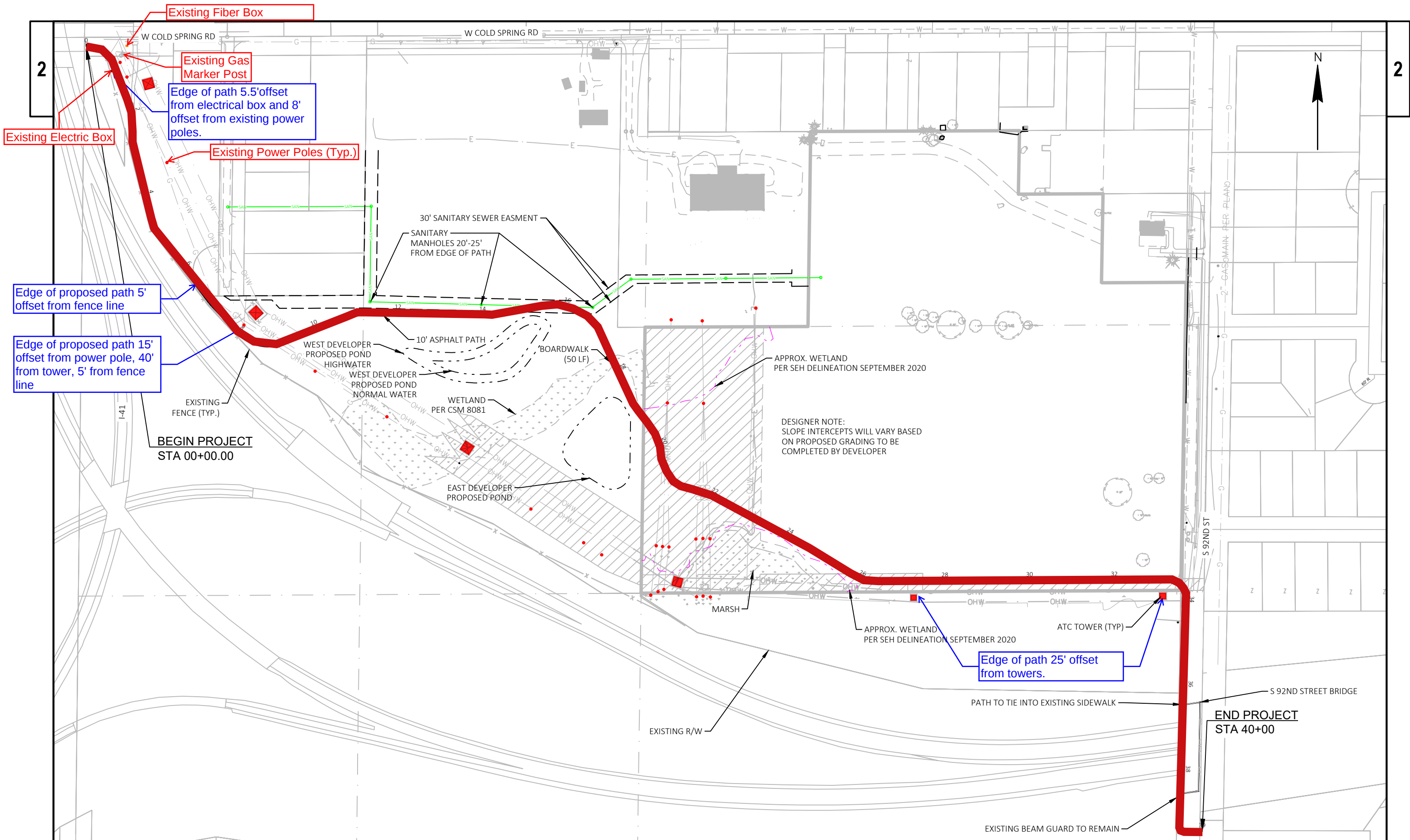
Jonrich LLC is granting this easement at no cost to the city.

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

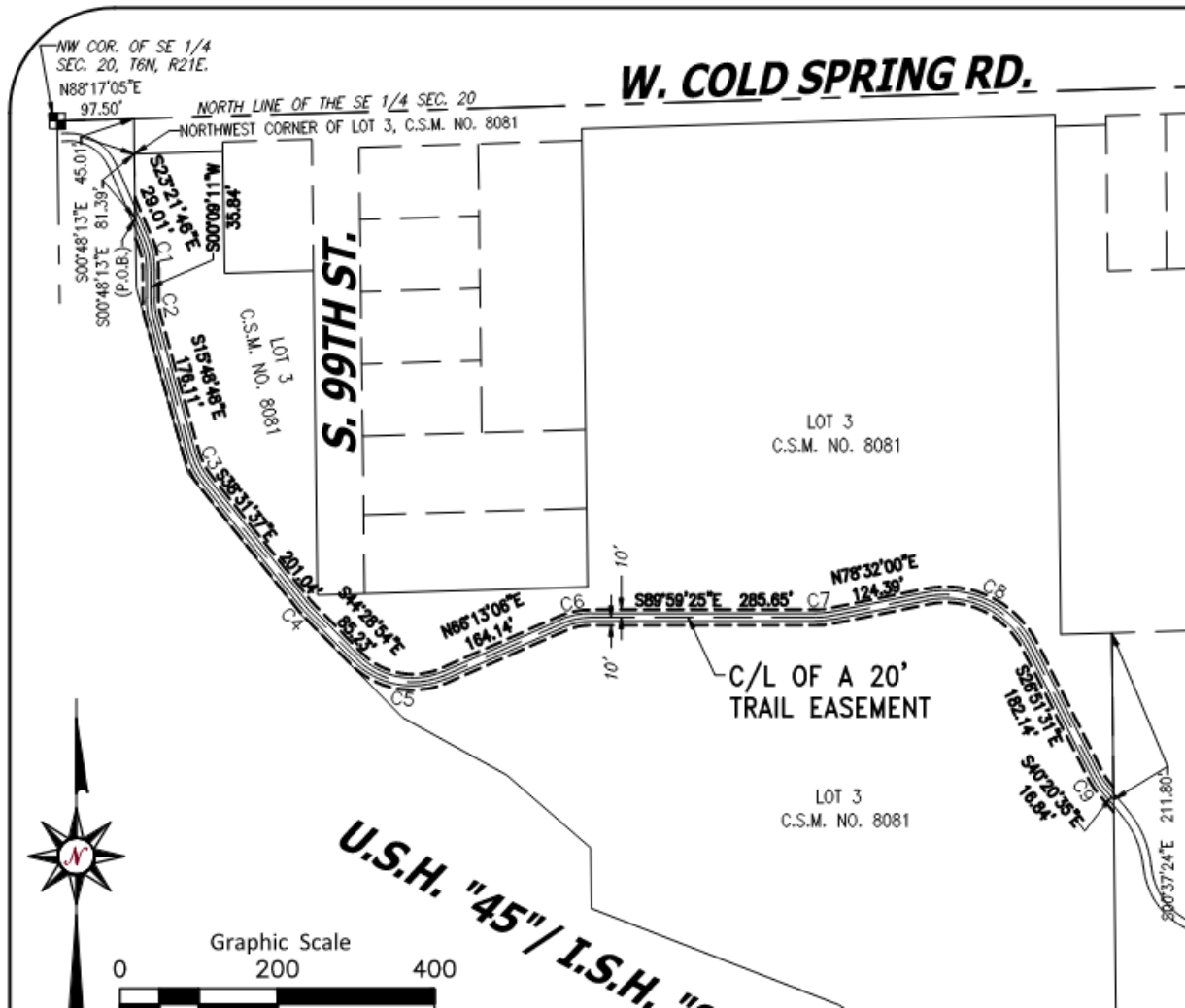
Lot 3 of Certified Survey Map No. 8081, recorded in the office of the Register of Deeds for Milwaukee County on August 28, 2008, as Document No. 9643386, being part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 20, Township 6 North, Range 21 East in the City of Greenfield, County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

PACKETS FOR WEDNESDAY, 1 / 25 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS - TAX REFUNDS wk of 1/9	1/9/2023	\$	2,640.54
AP CHECKS	1/13/2023	\$	139,404.59
AP CHECKS - TAX REFUNDS wk of 1/16	1/16/2023	\$	10,479.31
AP CHECKS	1/20/2023	\$	1,188,918.59
P-CARDS - DECEMBER 2022		\$	341,310.52

TOTAL \$ 1,682,753.55

CC: PAULA

CC: FINANCE FOLDER

December 2022
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$692,509.73	12/31/2001	variable		\$48.84	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,461,365.56	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$177,370.25					
Ehlers Investment Partners X- GRD 2021B	\$956,760.65	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	\$5,511,165.24					
Ehlers Investment Partnes X - 2022A	\$2,771,512.33					
Associated Bank Investments	\$6,216,492.57	3/15/2022	variable			
Totals	\$22,787,176.33				\$48.84	

LOCAL GOVERNMENT INVESTMENT POOL

December 2022 Statement

November Ending Balance	\$	21,764,149.59
0 Deposit (s) in December		-
0 Withdrawal(s) in December		-
December Interest Earnings @ 4.05%		75,022.97
TOTAL	\$	21,839,172.56