



COMMON COUNCIL MEETING AGENDA

Tuesday, March 7, 2023 - 7:00 PM

- A. Call to Order & Roll Call
 - B. Opening Prayer
 - C. Pledge of Allegiance
 - D. Approval of the February 24, 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. Resolution appointing additional election inspectors for the 2022-2023 election cycle. (Goergen)
 - 2. Approve applications for 2022-2023 operator licenses (Goergen)
 - 3. Approve application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages indoors at the Spring Season Opener Event on 3/25/2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
 - 4. Agreement between Greenfield Health Department and Source Ten LLC for Video Production (Gorecki)
 - 5. Alliance for Wisconsin Youth (AWY) Independent Contractor Agreement (Gorecki)
 - 6. Data use Agreement between Wisconsin Department of Health Services and Greenfield Health Department (Gorecki)
 - 7. Contract amendment between the State of Wisconsin Department of Health Services and the Greenfield Health Department related to 2023 Consolidated Contract funding for ELC grant (Gorecki)
 - 8. Approve a contract for project 2206 90th & Waterford Reconstruction with Super Western in the amount of \$ 1,879,245.10. (Katz)

9. Discussion and decision to adopt a final 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. (BPW-2/28/23-Bailey)
 10. Discussion and decision to approve a modification to an existing sanitary sewer easement agreement between the City of Greenfield and WE Energies. (BPW-2/28/23-Bailey)
 11. Approval of a Cost Sharing Memo of Understanding with the City of Milwaukee for a street improvement project on Wanda Avenue. (BPW-2/28/23-Bailey)
 12. Approve a contract for project 2223, 68th Street Concrete Replacement with LaLonde Contractors in the amount of \$ 541,693.52. (BPW-2/28/23-Bailey)
 13. Approve a contract for project 2222 for the 2023 Asphalt Street Resurfacing with Stark Pavement in the amount of \$ 655,425.48. (BPW-2/28/23-Bailey)
 14. Approve a contract for project 2221, the Concrete Street Improvements on Howard Ave, 92nd, 99th and 104th Streets to A.W. Oakes & Son in the amount of \$ 527,100.60. (BPW-2/28/23-Bailey)
 15. Approve a contract for project 2225, the Whitnall School Forest Planting to Dan Larsen Landscaping in the amount of \$ 59,550.00. (BPW-2/28/23-Bailey)
 16. Approval of mileage reimbursements in the amount of \$238.43. (Schafer)
 17. Approval of schedules of disbursements in the amount of \$13,702,138.69. (Schafer)
 18. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2022-2023 operator license to the following:
 - a. Joseph Michael D'Acquisto
 19. Adjourn closed session and reconvene into open session.
 20. Decision re: 2022-2023 operator's license for Joseph Michael D'Acquisto
- 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.

RESOLUTION NO. ____

RESOLUTION APPOINTING ADDITIONAL ELECTION
INSPECTORS FOR THE 2022-2023 ELECTION CYCLE

WHEREAS, Wis. Stats. 7.30(4)(a) requires the governing body to appoint election officials no later than the last regular meeting in December of each odd numbered year for the 2022-2023 election cycle; and

WHEREAS, appointments were made, but in addition to the appointments already made, the Common Council desires to add Claudia Wardius and Ronald Ostrowski, and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the appointments of the following individuals and adds them to the list of Election Officials for the 2022-2023 election cycle:

Claudia Wardius, 3453 S. 10th Street, Milwaukee, WI 53215
Ronald Ostrowski, 5320 S. 48th Street, Greenfield, WI 53220

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

03/02/2023

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Gloria Perez	2731 S 49th ST	Milwaukee, WI 53219
Kierra Elysia Marie Carbajal	225 Frame AVE	Waukesha, WI 53186
Nikeisha Monique Riseling	4165 N 16th ST	MILWAUKEE, WI 53209
Sanjeev Dhingra	7932 S 68th ST	Franklin, WI 53132



Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: March 7, 2023

RELATING TO:

Approve a contract for the project 2206 90th & Waterford Reconstruction with Super Western in the amount of \$ 1,879,245.10.

SUMMARY:

On March 1, 2023, bids were opened for the project 2206 90th & Waterford Reconstruction. The results are as follows:

Contractor	Amount
-----	-----
Super Western	\$ 1,879,245.10
Vinton Construction	\$ 1,999,045.70
CW Purpero	\$ 2,055,820.90
LaLonde Contractors	\$ 2,061,639.09
James Peterson Sons	\$ 2,061,933.25
Zignego	\$ 2,207,636.65

FINANCIAL:

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

RECOMMENDATION:

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



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Adopt a final 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:

The public hearing has been closed.

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:

Adopt a final 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.

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

RESOLUTION NO.

FINAL RESOLUTION LEVYING SPECIAL ASSESSMENTS
PROJECT 2022 #6

WHEREAS, The Common Council heretofore determined by Preliminary Resolution No. 3898 adopted February 7, 2023, pursuant to Section 66.0703, Wisconsin Statutes and the police powers of the City of Greenfield to levy and collect special assessments upon properties benefited 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, in portions of South 88th Street, South 89th Street, South 90th Street, South 91st Street, South 91st Place, and West Waterford Avenue, Project 2022 #6; and

WHEREAS, the City Engineer's office prepared the report of the special assessments to be levied, including a schedule of proposed assessments, and filed said report with the City Clerk; and

WHEREAS, notice of public hearing on said report was given by the City Clerk as provided by law, as shown by affidavits of mailing and publication and the records on file herein; and

WHEREAS, the Board of Public Works held a Public Hearing on Tuesday, the 28th day of February, 2023 in the Council Chambers, Room 100 at City Hall commencing at 6:30 p.m. and all persons desiring to be heard were heard; and

WHEREAS, the Board of Public Works recommends proceeding with the work and the levying of special assessments for the benefits conferred; and

WHEREAS, the Common Council has been fully advised in these matters, and has considered and accepted the recommendation of the Board of Public Works.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Greenfield, Milwaukee County, Wisconsin, that:

1. After due consideration of the report of the City Engineer's office and the recommendation of the Board of Public Works in the manner set forth in the preamble hereto, the Common Council hereby finds and determines that the properties set forth in said report and each of them are benefited 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, and the Common Council upon such consideration determines that the proposed assessments made were determined upon a reasonable basis.

2. Upon such findings and determinations, said report, including the proposed project plans and specifications, the statement of estimated project costs, the statement of benefits and the schedule of proposed assessments is hereby approved, and the Common Council directs that the City Engineer's office carry out said work or improvements in accordance with said report and that payment of said special assessments be made as hereinafter provided.

3. The proposed assessments set forth in said report are hereby assessed and levied against said properties as special assessments for the benefits incurred upon them 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, in portions of South 88th Street, South 89th Street, South 90th Street, South 91st Street, South 91st Place, and West Waterford Avenue, Project 2022 #6, and the owners of said properties are hereby ordered to pay such special assessments in the manner hereinafter provided.

4. The proceeds from such special assessments shall be used for paying the costs of 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.

5. The assessments are made pursuant to the police powers of the City of Greenfield and Section 66.0703, Wisconsin Statutes.

6. Each special assessment levied by this resolution shall be a lien on the property against which it is levied on behalf of the City of Greenfield, in accordance with Section 66.0703(13) Wisconsin Statutes.

7. Each property owner has the option to pay their assessment: [1] in one sum without interest on or before September 30, 2024; or [2] the entire amount plus interest computed at 5.25% from September 30, 2024 may be placed on your 2024 property tax bill; or [3] in ten (10) annual installments, as provided for by Section 66.0715(3) Wisconsin Statutes, with interest thereon at 5.25% per year on the unpaid balance beginning September 30, 2024. All assessments will be collected in installments except such assessments which are paid in full to the City of Greenfield on or before September 30, 2024. The first installment shall be entered in the 2024 tax roll as a special assessment on the property upon which the special assessment was levied and thereafter shall be treated in all respects as any other municipal tax, except as otherwise provided in Section 66.0715(3), Wisconsin Statutes. One of the subsequent installments shall be entered in a like manner and with like effect in each of the annual tax rolls thereafter until all are levied. Each property owner who is paying by installments may prepay his or her assessments together with accrued interest at any time without penalty. In the event a property owner fails to pay any installment in full at the time it is due, said owner will be deemed delinquent and his or her or its entire unpaid assessment, together with accrued interest through December 31 of the year said delinquency occurs, shall be extended upon the next succeeding tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special assessment, except as otherwise provided by statute.

8. All payments hereunder are to be made to the City of Greenfield.

9. The City Clerk is hereby authorized and directed to publish a copy of this resolution as a Class 1 notice in the Southwest NOW and shall mail a copy of this resolution and a statement of final assessment against his or her property to every interested person whose tax key number appears on the assessment schedule and whose post office address is known or can, with reasonable diligence, be ascertained.

10. The City Clerk is hereby authorized and directed to publish the "Installment Assessment Notice" attached hereto and made a part hereof, as a Class 1 notice and mail a copy thereof to every interested person.

11. This resolution shall become effective upon passage and publication and notice in compliance with Sections 9 and 10 above.

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

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a modification to an existing sanitary sewer easement agreement between the City of Greenfield and WE Energies.

SUMMARY:

There is an existing sanitary sewer easement agreement that needs to be modified to allow a different pipe size.

RECOMMENDATION:

Approve a modification to an existing sanitary sewer easement agreement between the City of Greenfield and WE Energies.

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

Note to Clerk:

1. This easement needs to be paper, signed and notarized.
2. Return to signed easement to Engineering.
3. Engineering will send this easement to WE Energies for their signatures.
4. WE Energies will record the easement and send Greenfield a recorded copy.

**MODIFICATION OF
DECLARATION OF SANITARY
SEWER EASEMENT**

Document Number

Document Title

THIS MODIFICATION OF DECLARATION OF SANITARY SEWER EASEMENT (this "Modification") is made as of the _____ day of _____, 2023 (the "Effective Date"), by and between **WISCONSIN ELECTRIC POWER COMPANY d/b/a We Energies** ("We Energies"), and the **CITY OF GREENFIELD**, a Wisconsin municipal corporation (the "City").

R E C I T A L S:

WHEREAS, We Energies made and entered into that certain Declaration of Reservation of Sanitary Sewer Easement dated as of December 17, 2010 which was recorded with the Register of Deeds for Milwaukee County, Wisconsin on January 6, 2011 as Document No. 09956588 (the "Declaration") for the purpose of declaring, reserving and establishing an easement (the "Easement") over the following-described property located in the City of Greenfield (the "Property"):

Lot 1 and Lot 3 of Certified Survey Map No. 8081 (the "CSM"), recorded on August 28, 2008, as Document No. 9643386, being a part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 20, Town 6 North, Range 21 East, in the City of Greenfield, County of Milwaukee, State of Wisconsin; EXCEPT that part taken in Award of Damages recorded as Document No. 4207017; and

WHEREAS, the Declaration expressly provides that the Easement is for the future benefit of the City of Greenfield (the "City") and that "[a]t the time at which the City desires to accept the Easement and agree to the terms, conditions and obligations set forth [in the Declaration], [We Energies] and the City shall record against the Property an assignment and assumption of the Easement"; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement between We Energies and the City dated as of May 4, 2011, which was recorded with the Milwaukee County Register of Deeds on May 18, 2011 as Document No. 09997892, We Energies assigned the Easement to the City, and the City assumed the Easement and agreed to the terms, conditions and obligations set forth in the Declaration; and

WHEREAS, We Energies continues to own Lot 1 of the CSM (but We Energies no longer owns Lot 3 of the CSM); and

WHEREAS, We Energies and the City now desire to modify the Easement as it pertains to Lot 1 of the CSM;

Recording Area

Name and Return Address

We Energies
Attn: Ms. Julie Simmons
231 W. Michigan Street
Milwaukee, Wisconsin 53203

6079981002

Parcel Identification Number (PIN)

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as set forth below.

1. Modified Pipeline Dimension. We Energies and the City agree that the Easement is hereby modified, but only as to Lot 1 of the CSM, so that the Pipeline, as defined in the Declaration, may be up to fifteen inches (15”) in diameter. This Modification does not modify or otherwise affect the Declaration or the Easement as it pertains to Lot 3 of the CSM.

2. Binding Obligation. This Modification shall run with the land and bind We Energies and the City and their respective successors and assigns with respect to the Easement on Lot 1 of the CSM.

3. Counterparts. This Modification may be executed in counterparts each of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Modification as of the date first set forth above.

WISCONSIN ELECTRIC POWER COMPANY

By: WEC Business Services LLC, its affiliate and agent

By: _____
Tonya M. Peters
Manager of Property Management

CITY OF GREENFIELD

By: _____
Michael Neitzke, Mayor

By: _____
Jennifer Goergen, Clerk

Approved as to form:

Greenfield City Attorney

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me on _____, 2023, the above named Tonya M. Peters, as the Manager of Property Management of Wisconsin Electric Power Company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

Print Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me on _____, 2023, the above named Michael Neitzke, and Jennifer Goergen, the Mayor and Clerk, respectively, of the City of Greenfield, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Print Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me on _____, 2023, the above named _____, the City Attorney of the City of Greenfield, to me known to be the person who executed the foregoing instrument for approval as to form and acknowledged the same on behalf of said municipal corporation.

Print Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument was drafted By:

Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202-4497



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for a street improvement project on Wanda Avenue.

SUMMARY:

The City of Milwaukee is planning a project to resurface Wanda Avenue in 2023.

Portions of the project are within both Greenfield and Milwaukee. Because of the complicated municipal borders in that area, it is beneficial to both parties to cooperate on this project.

Milwaukee will be the lead municipal agency for the construction of the improvements.

This Cost Sharing Memo of Understanding sets forth the terms by which Greenfield will pay to Milwaukee, the actual costs of the improvements within Greenfield corporate boundary.

FINANCIAL:

Greenfield's share is approximately \$55,000. Funds are available to cover the actual cost.

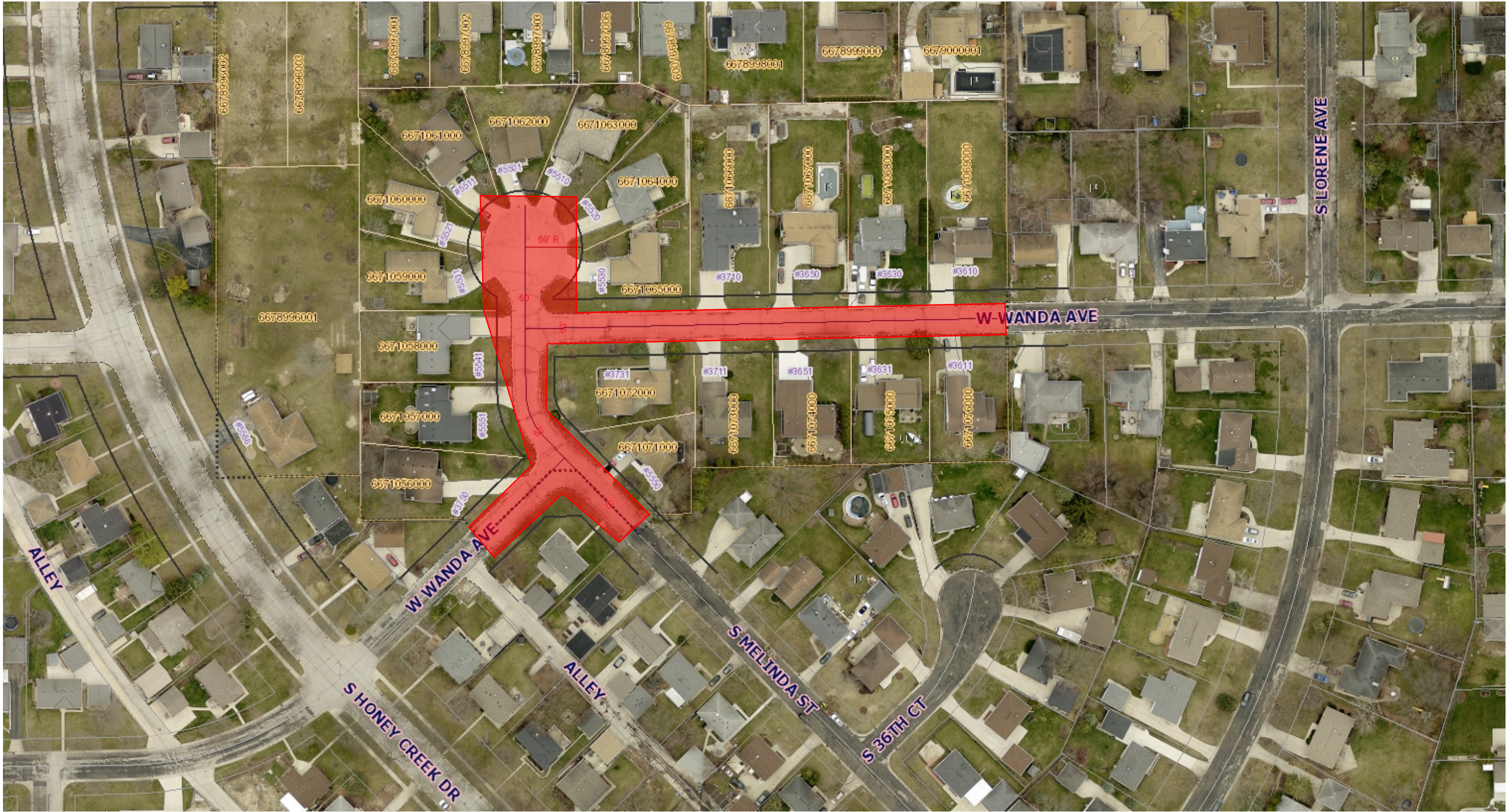
RECOMMENDATION:

Approve a Cost Sharing Memo of Understanding with the City of Milwaukee for a street improvement project on Wanda Avenue.

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

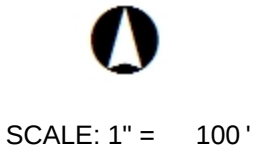
Note to Clerk:

1. This agreement may be signed digitally.
2. Return to signed agreement to Engineering.
3. Engineering will send this easement to the city of Milwaukee for their signatures.



W. Wanda Ave Area
Greenfield - Milwaukee

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.



City of Greenfield
7325 West Forest Home Ave.
Greenfield, WI 53220

Print Date: 12/22/2022

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD**

DATE: January 27, 2023

ROADWAY(S) AND LIMITS:

W. Wanda Ave. - City Limits to a Point 125' +/- west of S. Melinda St., and
S. 33rd St. to City Limits

S. Melinda St. - A Point 100' +/- South of W. Wanda Ave. to Cul de Sac

This Memo of Understanding is made and entered into and by the City of Milwaukee and the City of Greenfield.

The contents of this Memo of Understanding will address cost sharing for all phases of the subject project including but not limited to preliminary engineering, utility coordination, construction and construction engineering, as necessary.

It is desired by the City of Greenfield and the City of Milwaukee to resurface portions of W. Wanda Ave. and portions of S. Melinda St. Both municipalities will budget funds for the improvement of the roadway with contract documents scheduled to be completed in March 2023 for let in spring of 2023 and construction in the summer/fall of 2023.

The City of Greenfield through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee to participate in the improvements hereinafter described.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

It is desired by the City of Greenfield and the City of Milwaukee to resurface portions of W. Wanda Ave. and portions of S. Melinda St.

Proposed Improvement – Nature of work:

The roadways will receive asphalt overlay.

Estimated Cost Summary*

Estimated Paving work: \$48,000 (asphalt resurfacing)

+15% Engineering and Contingencies = \$7,000

City of Greenfield estimated total cost with contingencies = \$55,000

- 1) The City of Greenfield will pay its share of the preliminary design costs, defined as all engineering work of the roadway performed prior to the actual commencement of

construction, for the subject project within 60 days of being billed by the City of Milwaukee. The City of Milwaukee will bill the City of Greenfield as the project progresses and supply Greenfield with any background information to support the billing. Each community's share of the preliminary engineering is calculated as the ratio of the cost under the jurisdiction of each community over the total cost. (Using this method the City of Milwaukee's share is 60% and the City of Greenfield's share is 40%.)

2) The consultant services costs for each municipality will be calculated by prorating the actual consultant services expenditures. Each community's share for consulting services is calculated as detailed in the Cost Summary above.

3) The City of Greenfield will pay the construction costs for the subject project within 60 days of being billed by the City of Milwaukee.

4) If the City of Greenfield objects to any portion of the bills submitted by the City of Milwaukee, the City of Greenfield shall notify the City of Milwaukee in writing within twenty days of the invoice's receipt. The City of Greenfield will pay any undisputed portions of a bill.

5) Each Community may include Non-participating items in the project that they deem necessary and these Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality.

6) The City of Milwaukee agrees to consult and seek concurrence with the City of Greenfield regarding any field change orders that would result in additional construction costs in excess of 10% after the project has been awarded.

7) Construction engineering costs will be the time charged to the project number and will be detailed as necessary when the bill is sent using final construction costs as detailed in the Cost Summary

8) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and City of Greenfield and will be paid by the municipality in which the additional or unforeseen item occurs.

This Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an Memo of Understanding for the City of Greenfield and upon acceptance by the City of Milwaukee shall constitute an Memo of Understanding between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

_____	<u>City Engineer</u>	_____
Signature	Title	Date
<u>Kevin J. Muhs, PE, AICP</u>		
Name (Written Clearly)		

Signed for and on behalf of City of Greenfield:

_____ Signature	<u>Mayor</u> _____ Title	_____ Date
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Michael J. Neitzke

Name

_____ Signature	<u>Comptroller</u> _____ Title	_____ Date
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Paula Schafer

Name

_____ Signature	<u>City Clerk</u> _____ Title	_____ Date
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Jennifer Goergen

Name

_____ Signature	<u>City Attorney (as to form)</u> _____ Title	_____ Date
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Chris Geary

Name

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.
2. Subject to Section 5 of this Memo of Understanding, the City of Greenfield will pay to the City of Milwaukee such project related costs as outlined and listed in the Estimated Cost Summary itemized in the Cost Sharing Memo of Understanding.
3. Each Municipality shall ensure that all necessary funding of each project phase (preliminary design, utility coordination, roadway construction, and construction engineering) is in place for the project costs. The City of Greenfield financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:
 - a. Preliminary Design (40%).
 - b. Roadway construction.
 - c. Grading, base, and pavement for adjacent roadway approaches
 - d. Roadway surface water drainage for the improvement, if required

- e. All construction costs including change orders (Per Estimated Cost Summary).
 - f. Construction engineering incidental to inspection and supervision of actual construction work (50%).
 - g. Signing and pavement marking, including detour routes, if applicable (40%).
4. Work necessary to complete the improvement to be financed entirely by the Municipality (or responsible party) where the work lies includes, but may not be limited to, the following items:
- a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
5. If the City of Greenfield should withdraw from the project, it will reimburse the City of Milwaukee its proportionate share of all costs incurred by the City of Milwaukee as of the date of withdrawal.
6. The work will be administered by the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the City of Greenfield of any design or construction changes that may occur during the process in excess of 10% of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Greenfield.
7. The respective municipalities will at their own expense:
- a. Maintain all portions that lie within its boundaries.
 - b. Assume general responsibility of all public information to its residents.

(End of Document)



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a contract for the project 2223 68th Street Concrete Replacement with LaLonde Contractors in the amount of \$ 541,693.52.

SUMMARY:

On February 15, 2023, bids were opened for the project 2223 68th Street Concrete Replacement. The results are as follows:

Contractor	Amount
-----	-----
LaLonde Contractors	\$ 541,693.52
Milwaukee General Construction	\$ 582,729.55
A.W. Oakes & Son	\$ 591,257.55
Zignego	\$ 745,899.25

FINANCIAL:

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

RECOMMENDATION:

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a contract for the project 2222, 2023 Asphalt Street Resurfacing with Stark Pavement in the amount of \$ 655,425.48.

SUMMARY:

On February 8, 2023, bids were opened for the project 2222 Asphalt Street Resurfacing. The results are as follows:

Contractor	Amount

Stark Pavement	\$ 655,425.48
Wolf Paving	\$ 699,064.02
Payne & Dolan	\$ 774,729.13

FINANCIAL:

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

RECOMMENDATION:

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a contract for the project 2221, Concrete Street Improvements Howard to A.W. Oakes & Son in the amount of \$ 527,100.60.

SUMMARY:

On February 23, 2023, bids were opened for the project 2221 Concrete Street Improvements Howard. The results are as follows:

Contractor	Amount

A.W. Oakes & Son	\$ 527,100.60
LaLonde Contractors	\$ 568,850.35
Milwaukee General Construction	\$ 647,393.60
Zignego	\$ 684,402.60

FINANCIAL:

This project is fully funded. \$100.000 of the cost will be paid by the City of Milwaukee through a cost sharing agreement.

RECOMMENDATION:

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



Board of Public Works Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: February 28, 2023

RELATING TO:

Approve a contract for the project 2225 Whitnall School Forest Planting to Dan Larsen Landscaping in the amount of \$ 59,550.00.

SUMMARY:

On February 22, 2023, bids were opened for the project 2225 Whitnall School Forest Planting. The results are as follows:

Contractor	Amount

Dan Larsen Landscaping	\$ 59,550.00

FINANCIAL:

This project is fully funded with a grant.

RECOMMENDATION:

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

FIHR Meeting 3/8/22 cancelled - moved items directly to CC 3/7/23
No FIHR mtg scheduled the day after CC mtg

PACKETS FOR WEDNESDAY, 3 / 8 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	2/17/2023	\$	652,733.48
AP CHECKS	2/24/2023	\$	597,866.51
WIRE TRANSFERS - FEB 2023		\$	12,451,538.70
		TOTAL \$	13,702,138.69

CC: PAULA

CC: FINANCE FOLDER