



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

BOARD OF PUBLIC WORKS MEETING Agenda

Tuesday, April 25, 2023 - 6:30 PM

1. Call to order
2. Roll Call
3. Election of Chairperson for the Board of Public Works.
4. Election of Vice Chairperson for the Board of Public Works.
5. Approval of the February 28, 2023 meeting minutes
6. Citizen Commentary
7. Approve granting temporary limited easements to the Wisconsin Department of Transportation and waivers of appraisal.
8. Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Powerline Trail Phase 3.
9. Overview of Greenfield website Geographic Information System (GIS).
10. Overview of Desktop Geographic Information System (GIS).
11. Overview of Greenfield ArcGIS Geographic Information System (GIS).
12. Superintendent of Public Works report
13. Engineering Report
14. Other topics for future agendas
15. Adjournment

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

MINUTES OF THE BOARD OF PUBLIC WORKS MEETING HELD AT THE GREENFIELD CITY HALL
ON TUESDAY, FEBRUARY 28, 2023

1. Call to order

The meeting was called to order by Bruce Bailey at 6:30 pm.

2. Roll Call

Present: Alderperson Bruce Bailey, Alderperson Denise Collins, Alderperson Pam Akers; Citizen Member: John Graber

Excused: Citizen Member: John Rivera; John Laskoski, Superintendent of Public Works

Also present: Jeff Katz, Director, Neighborhood Services; Bryan Haas, City Engineer; Craig Skala, Project Manager

3. Approval of the January 24, 2023 meeting minutes.

Motion by Alderperson Pamela Akers, seconded by John Graber to approve the January 24, 2023 meeting minutes. Motion passed 3-1. Alderperson Collins abstained because she was not present at the January 24, 2023 meeting.

4. Citizen Commentary

None

5. Public Hearing for the reconstruction of 88th, 89th, 90th and 91st Street, and 91st Place, and Waterford Avenue, and the levying of special assessments under Section 66.0703, Wisconsin Statutes, upon property for municipal purposes.

Mr. Katz stated that this is a public hearing regarding the road. Mr. Skala will be available to answer additional questions after the hearing outside of the meeting room.

Mr. Haas provided a full overview of the reconstruction project. Construction will begin in April and be completed in November. The streets will be closed to through traffic and residents will have access to their homes.

The following residents spoke at the public hearing:

1. Lauren Brozowski, 4015 S. 91st Place, is in favor and against the reconstruction and did not speak at the hearing.

2. Rose Petrykowski, 4012 S. 91st Place, spoke against the street improvements due to the cost and the addition of curbs and gutters.

3. Scott Malsh, 4021 S. 91st Place, spoke in favor of the road improvements and against the combining of W. Waterford Ave, which will not happen due to the results of the previous Public Involvement Meeting per Mr. Haas.

4. Judith Grzegorski, 4063 S. 90th St, spoke in favor of the curbs because they would

help with storm runoff. She also stated that she's in favor of more lights since more people are walking on the Powerline Trail. Ms. Grzegorski inquired if the rain gutters would stay connected to the storm drains. Mr. Haas stated that they would remain connected to the storm drains. Ms. Grzegorski also asked if the drains in the lawn would be raised. Mr. Haas stated that Engineering can do an evaluation of the area in front of her property and then answer that question. Ms. Grzegorski asked if emergency services would be able to access the neighborhood. Mr. Haas stated that the Police and Fire departments receive frequent updates in order to access the neighborhood at all times.

Mr. Katz inquired if anyone else would like to make a statement at the public hearing.

Motion by Alderperson Pamela Akers, seconded by Alderperson Denise Collins to close the public hearing. Motion carried unanimously.

6. 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.

The meeting was called to recess at 7:00pm by Alderperson Bruce Bailey and resumed at 7:04pm.

The assessment process will be conducted according to state statutes and City ordinances. Funds for this project were approved in the capital improvement budget.

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

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

Mr. Katz said there is an existing sewer easement agreement with WE Energies that needs to be modified to allow for a different pipe size.

Motion by Alderperson Pamela Akers, seconded by John Graber to approve a modification to an existing sanitary sewer easement agreement between the City of Greenfield and WE Energies. Motion carried unanimously.

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

Mr. Katz stated that the City of Milwaukee is planning to resurface Wanda Avenue in 2023. He said portions of the project are in both Greenfield and Milwaukee. The project will be led by Milwaukee and included is a Cost Sharing Memo of Understanding set forth by which Greenfield will pay to Milwaukee the actual cost of the improvements within Greenfield's Corporate Boundary.

Motion by Alderperson Denise Collins, seconded by John Graber to approve a Cost Sharing Memo of Understanding with the City of Milwaukee for a street improvement

project on Wanda Avenue. Motion carried unanimously.

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

Mr. Katz stated that the project is to replace the concrete on S. 68th St, between Cold Spring and Forest Home Ave.

Motion by John Graber, seconded by Alderperson Pamela Akers to approve a contract for the project 2223, 68th Street Concrete Replacement with LaLonde Contractors in the amount of \$ 541,693.52. Motion carried unanimously.

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

Motion by Alderperson Denise Collins, seconded by John Graber to approve a contract for the project 2222, 2023 Asphalt Street Resurfacing with Stark Pavement in the amount of \$ 655,425.48. Motion carried unanimously.

11. Approve a contract for project 2221, Concrete Street Improvements Howard Ave, around 92nd Street and 99th Streets to A.W. Oakes & Son in the amount of \$ 527,100.60.

Motion by Alderperson Denise Collins, seconded by John Graber to approve a contract for project 2221, Concrete Street Improvements Howard Ave, around 92nd Street and 99th Streets to A.W. Oakes & Son in the amount of \$ 527,100.60. Motion carried unanimously.

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

Motion by Alderperson Denise Collins, seconded by John Graber to approve a contract for the project 2225 Whitnall School Forest Planting to Dan Larsen Landscaping in the amount of \$ 59,550.00. Motion carried unanimously.

13. Superintendent of Public Works report
No report

14. Engineering Report

Mr. Haas provided an update on the Honey Creek project. The contractor is working during winter to complete the project. They are working on the second half of the project and as a reminder, please do not go over the orange fences into the construction zone. Mr. Haas stated there are a few upcoming bid openings. One is for the reconstruction of the neighborhood at Waterford Ave and 90th St. and the other is the sanitary sewer project throughout the City to rehabilitate/line sanitary sewers and replace some sanitary sewers that are in poor condition.

Mr. Haas said that our projects do not currently have start dates as the City gives them flexibility on the start date. Once the project is started, then the City requires a specific finish date. Once a start date has been established, we will send out letters to all property owners.

Minutes are not official until formally approved by the Board of Public Works at the next scheduled meeting.

Mr. Haas provided an update on the Wisconsin DOT Loomis Rd bridge and freeway resurfacing project. The bids were opened and WisDOT has selected a contractor. The start date is unknown and the project will last through November 2023.

15. Other topics for future agendas

None

16. Adjournment

Motion by John Graber, seconded by Alderperson Denise Collins to adjourn at 7:17PM. Motion carried unanimously.

Minutes transcribed by Stefanie Richter, Administrative Assistant, Engineering



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 25, 2023

RELATING TO:

Approve granting temporary limited easements to the Wisconsin Department of Transportation and waivers of appraisal.

SUMMARY:

The Wisconsin Department Transportation (WisDOT) is planning to resurface STH-24 (Forest Home Avenue) in 2025.

The project includes spot replacement of sidewalk and curb ramps.

The work requires temporary limited easements for grading on two city owned parcels. Parcel 17 is city hall, and parcel 73 is near city hall. Compensation will be \$2,000 and \$300 respectively.

If we accept these nominal amounts, we also need to approve the associated waivers of appraisal.

RECOMMENDATION:

Approve granting temporary limited easements to the Wisconsin Department of Transportation and waiver of appraisals.

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

Notice:

All four please e-sign this page.

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

By: _____
Michael J. Neitzke
Mayor Date _____

By: _____
Jennifer Goergen
City Clerk Date _____

By: _____
Paula Schafer
Finance Director Date _____

By: _____
Chris Geary
City Attorney Date _____
Approved as to form

WisDOT Division of Transportation
System Development
Southeast Region
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5888
Email: ser.dtsd@dot.wi.gov



April 6, 2023

CERTIFIED MAIL

TOWN OF GREENFIELD N/K/A CITY OF GREENFIELD
7325 W FOREST HOME AVENUE
GREENFIELD, WI 53220

Reference: Initiation of Negotiations-WS_Pro
Project: ID 2120-18-21, Parcel No. 17
HALES CORNERS-MILWAUKEE
STH - 024, Milwaukee County

Dear TOWN OF GREENFIELD N/K/A CITY OF GREENFIELD:

As you may know, the Wisconsin Department of Transportation (WisDOT) plans a highway safety project in your area. This project will affect your property and I look forward to working with you to discuss our mutual interests.

Please review the following documents:

- Legal description of the land and/or interest(s) needed for the project
- Names of neighboring landowners affected by the project
- Right of Way Plat
- Waiver of Appraisal Form
- Conveyance
- Internal Revenue Form W-9
- "The Rights of Landowners Under Wisconsin Eminent Domain Law" pamphlet
- Statement to Construction Engineer

To determine fair compensation for your interests, the department conducted a market study of recent comparable sales in the area. These values and associated interests are noted on the enclosed Waiver of Appraisal form. In non-complex acquisitions, such as this one, a formal appraisal is not required.

If you agree with the terms shown on the Waiver of Appraisal form, please sign the following documents and return them in the enclosed envelope for final review and approval by the department.

1. **Waiver of Appraisal.** This form needs to be signed and dated by all owners. This verifies that you have waived your right to a formal appraisal and agree to accept settlement in the amount stated on the form.
2. **Internal Revenue Service Form W-9.** This form is required by the IRS for any sale of real estate valued at \$600 or more. If more than one owner, unless husband and wife at the time of the conveyance, each should submit a W-9. If husband and wife, please circle the name of the spouse whose social security number is provided. If exempt, the seller must provide an exemption form. Failure to complete a W-9, or to provide false information, risks a fine by the IRS.

Please note both your signature and that of the Wisconsin Department of Transportation are needed for an enforceable contract to purchase property. After the department reviews and signs the document, a fully executed (signed) copy of the agreement will be sent to you, and I will contact you to arrange for payment and

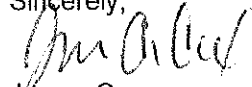
closing.

If you do not agree with the terms of the enclosed Waiver of Appraisal form, or if I have not heard back from you by , I will contact you to discuss the next steps in the acquisition process.

The department wants you to be satisfied that your property and your rights have been fully considered and your questions answered. I am happy to provide any additional information requested, if available, or to discuss any concerns you may have. Please contact me at 262-548-8790.

Thank you for your cooperation in keeping Wisconsin roadways safe.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jim Cox", written over the word "Sincerely,".

James Cox
Real Estate Specialist

Enclosures

RECOMMENDATION AND APPROVAL

RE1897 01/2023 Ch. 32 Wis. Stats.

Wisconsin Department of Transportation

Owner name(s) Town of Greenfield n/k/a City of Greenfield	Area and interest required 1,368.00 sq. ft. of Temporary Limited Easement (TLE)
--	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)		1,368.00	Sq Ft	\$1.41	\$1,926.10

Total Allocation	\$1,926.10
Rounded To	\$2,000.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by Wisconsin Department of Transportation.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by Wisconsin Department of Transportation agents or representatives.

X X Owner Signature Town of Greenfield n/k/a City of Greenfield Date		X X Owner Signature Date	
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Approved for Wisconsin Department of Transportation	For Office Use Only
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X
Wisconsin Department of Transportation Signature
Date



This instrument was drafted by
Wisconsin Department of Transportation

Project ID
2120-18-21

Parcel No
17

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation

Exempt from fee: s. 77.25(2r) Wis. Stats.

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]

RE1577 01/2023

THIS EASEMENT, made by **Town of Greenfield n/k/a City of Greenfield** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Two Thousand and 00/100 Dollars (\$2,000.00)** for the purpose of **(TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given:**

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number

604-9998-00

Signature

Date

Town of Greenfield n/k/a City of Greenfield

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Date

State of Wisconsin

ss.

County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ____ Physically in my presence. OR ____ In my presence involving the use of communication technology.

Signature, Notary Public, State of

Print or Type Name, Notary Public, State of

Signature

Date

Print Name



Q J 1 0 2 0 2 0 1

Project ID
2120-18-21

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
17

LEGAL DESCRIPTION

Temporary Limited Easement (TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given:

A parcel of land located in Parcel 1 of Certified Survey Map No. 4432, recorded as Document No. 5698934 Reel 1619 Image 351 in the Milwaukee County Register of Deeds, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more fully described as follows:

Beginning at the Northwestern corner of Parcel 1 of Certified Survey Map 4432; thence North 89°26'41" East along the South line of West Cold Spring Road a distance of 20.00 feet to a point; thence South 00°33'19" East 5.00 feet to a point; thence South 89°26'41" West 16.63 feet to a point; thence South 49°31'26" West 52.38 feet to a point; thence North 40°28'34" West 6.00 feet to a point on the Southeasterly line of STH 24; thence North 49°31'26" East along said Southeasterly line 53.00 feet to the point of beginning.

This portion containing **408 square feet**, more or less.

Excepting therefrom the existing storm structures lying within the above-described area.

Also, a **Temporary Limited Easement (TLE)** is a right for grading and driveway construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

A parcel of land located in Parcel 1 of Certified Survey Map No. 4432, recorded as Document No. 5698934 Reel 1619 Image 351 in the Milwaukee County Register of Deeds, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northwesterly corner of Parcel 1 of Certified Survey Map 4432; thence South 49°31'26" West along the Southeasterly line of STH 24 a distance of 95.68 feet to the point of beginning of lands to be described; thence South 40°28'34" East 8.00 feet to a point; thence South 49°31'26" West 120.00 feet to a point; thence North 40°28'34" West 8.00 feet to a point on the Southeasterly line of STH 24; thence North 49°31'26" East along said Southeasterly line 120.00 feet to the point of beginning.

This portion containing **960 square feet**, more or less.

Excepting therefrom the existing storm structures and the existing stop sign lying within the above-described area.

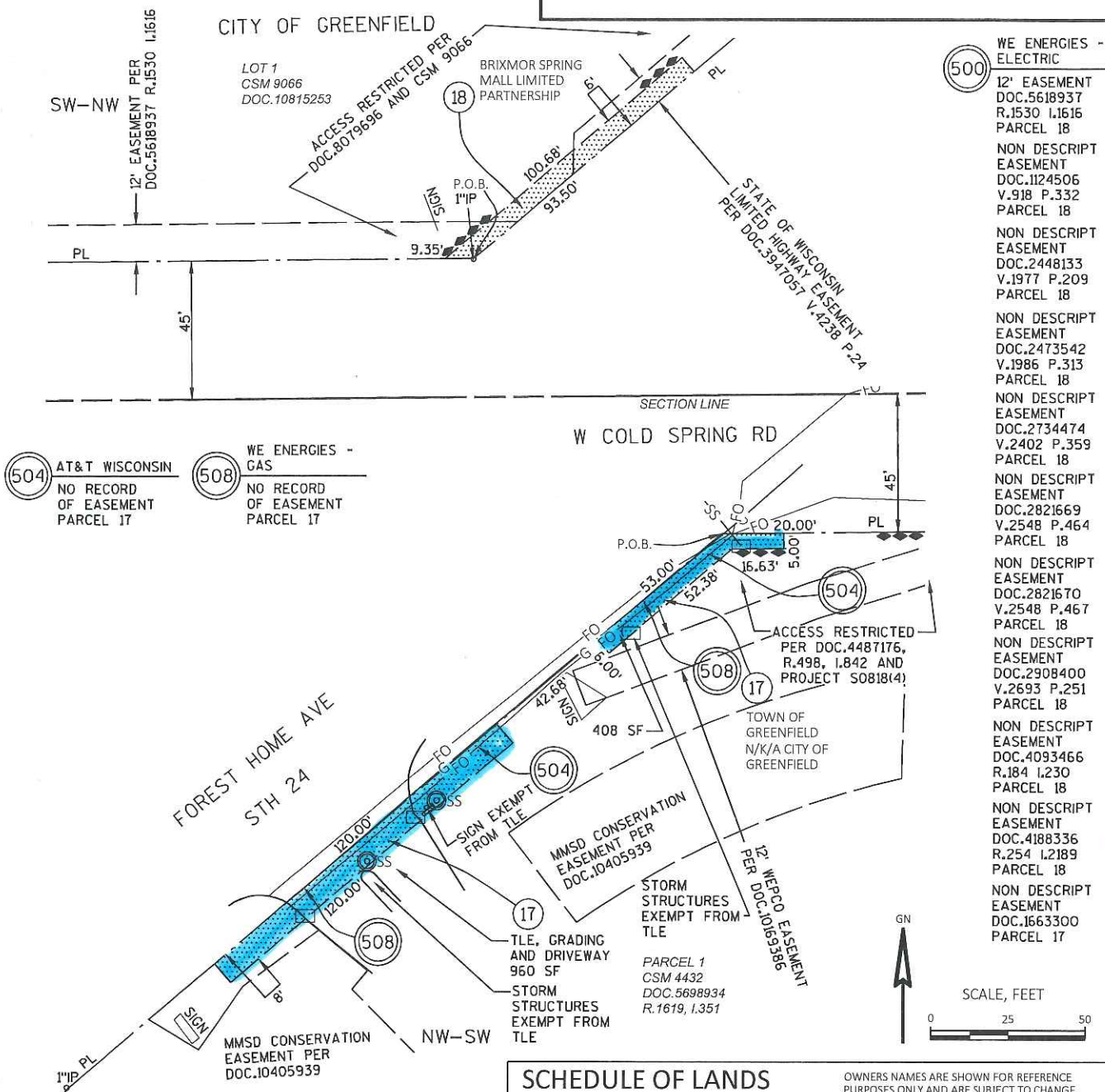
This parcel containing **1368 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

(xx.xx') INDICATED RECORDED DIMENSION.

MILWAUKEE COUNTY

PART OF THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF
SECTION 22, T6N, R21E, CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
STH 24	PROJECT T0818 (06)	120'	1958
STH 24	PROJECT S0818 (4)	120'	1958
W COLDSRING RD	PROJECT T0818 (06)	65'	1958
W COLDSRING RD	PROJECT S0818 (4)	65'	1958
W COLDSRING RD	CSM 4432	45'	1984
W COLDSRING RD	CSM 9066	45'	2018

PRINT NAME: Robert L. Duffeck

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
500	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS
504	AT&T WISCONSIN	RELEASE OF RIGHTS
508	WE ENERGIES - GAS	RELEASE OF RIGHTS

WisDOT Division of Transportation
System Development
Southeast Region
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5888
Email: ser.dtsd@dot.wi.gov



April 5, 2023

CERTIFIED MAIL

THE CITY OF GREENFIELD
7325 W FOREST HOME AVE.
GREENFIELD, WI 53220

Reference: Initiation of Negotiations-WS_Pro
Project: ID 2120-18-22, Parcel No. 73
HALES CORNERS-MILWAUKEE
STH - 024, Milwaukee County

Dear THE CITY OF GREENFIELD:

As you may know, the Wisconsin Department of Transportation (WisDOT) plans a highway safety project in your area. This project will affect your property and I look forward to working with you to discuss our mutual interests.

Please review the following documents:

- Legal description of the land and/or interest(s) needed for the project
- Names of neighboring landowners affected by the project
- Right of Way Plat
- Waiver of Appraisal Form
- Conveyance
- Internal Revenue Form W-9
- "The Rights of Landowners Under Wisconsin Eminent Domain Law" pamphlet
- Statement to Construction Engineer

To determine fair compensation for your interests, the department conducted a market study of recent comparable sales in the area. These values and associated interests are noted on the enclosed Waiver of Appraisal form. In non-complex acquisitions, such as this one, a formal appraisal is not required.

If you agree with the terms shown on the Waiver of Appraisal form, please sign the following documents and return them in the enclosed envelope for final review and approval by the department.

1. **Waiver of Appraisal.** This form needs to be signed and dated by all owners. This verifies that you have waived your right to a formal appraisal and agree to accept settlement in the amount stated on the form.
2. **Internal Revenue Service Form W-9.** This form is required by the IRS for any sale of real estate valued at \$600 or more. If more than one owner, unless husband and wife at the time of the conveyance, each should submit a W-9. If husband and wife, please circle the name of the spouse whose social security number is provided. If exempt, the seller must provide an exemption form. Failure to complete a W-9, or to provide false information, risks a fine by the IRS.

Please note both your signature and that of the Wisconsin Department of Transportation are needed for an enforceable contract to purchase property. After the department reviews and signs the document, a fully executed (signed) copy of the agreement will be sent to you, and I will contact you to arrange for payment and

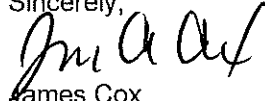
closing.

If you do not agree with the terms of the enclosed Waiver of Appraisal form, or if I have not heard back from you by , I will contact you to discuss the next steps in the acquisition process.

The department wants you to be satisfied that your property and your rights have been fully considered and your questions answered. I am happy to provide any additional information requested, if available, or to discuss any concerns you may have. Please contact me at 262-548-8790.

Thank you for your cooperation in keeping Wisconsin roadways safe.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Cox", written over the printed name.

James Cox
Real Estate Specialist

Enclosures

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) The City of Greenfield	Area and interest required 150.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)		150.00	Sq Ft	\$1.69	\$252.88

Total Allocation \$252.88
Rounded To \$300.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by Wisconsin Department of Transportation.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by Wisconsin Department of Transportation agents or representatives.

<u>X</u>		<u>X</u>	
Owner Signature	Date	Owner Signature	Date
The City of Greenfield			

Approved for Wisconsin Department of Transportation	For Office Use Only
---	---------------------

X
Wisconsin Department of Transportation Signature
Date



This instrument was drafted by
Wisconsin Department of Transportation

Project ID
2120-18-22

Parcel No
73

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation

Exempt from fee: s. 77.25(2r) Wis. Stats.

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]

RE1577 01/2023

THIS EASEMENT, made by **The City of Greenfield** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Three Hundred and 00/100 Dollars (\$300.00)** for the purpose of **(TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given..**

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
571-8973-001

 Signature

Date

The City of Greenfield

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Date

State of Wisconsin

)

)

ss.

County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ____ Physically in my presence. OR ____ In my presence involving the use of communication technology.

Signature, Notary Public, State of

Print or Type Name, Notary Public, State of

Signature

Date

Print Name



Project ID
2120-18-22

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
73

LEGAL DESCRIPTION

Temporary Limited Easement (TLE) is a right for construction purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said Northwest 1/4 Section; thence North 89°26'41" East along the South line of said Northwest 1/4 Section a distance of 1203.16 feet to a point; thence North 00°33'19" West 77.14 feet to a point on the Southeasterly line of STH 24; thence North 49°32'42" East along said Southeasterly line 29.39 feet to the point of beginning of lands to be described; thence continuing North 49°32'42" East along said Southeasterly line 30.00 feet to a point; thence South 40°27'18" East 5.00 feet to a point; thence South 49°32'42" West 30.00 feet to a point; thence North 40°27'18" West 5.00 feet to the point of beginning.

Containing **150 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

PURPOSE FOR ALL TLES IS FOR GRADING, UNLESS OTHERWISE NOTED.



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 25, 2023

RELATING TO:

Approve an agreement with the Wisconsin Department of Transportation accepting a grant for the design and construction of the Powerline Trail Phase 3.

SUMMARY:

This Wisconsin DOT grant will fund 80% of \$1,247,610 for the design and construction of the Powerline Trail Phase 3.

The project will extend the Powerline Trail in the WE Energies corridor south of Layton Avenue, from the Root River Parkway west to Edgerton Avenue. The project includes a bridge across the Root River and a connection to the Brookside Meadow Park Playground.

Greenfields share of the grant match will be included in future capital improvement budgets.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-08-00					
Design	\$163,800	\$131,040	80%*	\$32,760	20%*
Design Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
ID 2980-08-70					
Participating Construction	\$1,053,810	\$843,048	80%*	\$210,762	20%*
Participating Construction Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
Non-Participating Construction			0%	\$0	100%
Total Est. Cost Distribution	\$1,247,610	\$998,088	MAX	\$249,522	N/A

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

Note to Clerk:

After approval by the Common Council, the Wisconsin Department of Transportation will circulate this agreement utilizing DocuSign.



**STATE/MUNICIPAL
AGREEMENT
FOR CONGESTION MITIGATION
& AIR QUALITY PROJECTS**

Subprogram #: 211

Program Name: CMAQ

Date: April 19, 2023

I.D.: 2980-08-00/70

WisDOT UEI#: CBE4JHP1S8H7

Project Sponsor UEI #: **TBD**

Project Title: POWERLINE TRAIL PHASE 3

Location/Limit: W EDGERTON AVE TO OLT & S
MEADOW DR

Project Length (if applicable): 0.71 miles

Project Sponsor: City of Greenfield

County: Milwaukee

MPO Area (if applicable): SEWRPC

The signatory, the **City of Greenfield**, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U.S.C. 149.

The authority for the Project Sponsor to enter into this State/Municipal 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 will be submitted for approval in a federally funded program. 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: Powerline Trail Phase 3 is an extension of the major E-W Powerline Trail multimodal corridor that will add significant opportunity for bicyclists and pedestrians to connect throughout the SE Region

Proposed Improvement - Nature of work: The proposed trail begins at W. Edgerton Avenue, heading northeast in a WE Energies utility corridor, crossing the Root River to S. Root River Parkway. The trail then turns northwest, running parallel to S. Root River Parkway until it connects with an off-road portion of the Oak Leaf Trail. The total distance of this portion of the trail is 0.71 miles which includes a side connection to S. Meadow Drive and a neighborhood playground.

The Project Sponsor agrees to the following State Fiscal Year **2023-2026 CMAQ** project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$998,088 for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the \$998,088 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor.

Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

Project Award date: 1/31/2023

This project is currently scheduled in State Fiscal Year 2026. Sunset date: June 30, 2031.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2980-08-00					
Design	\$163,800	\$131,040	80%*	\$32,760	20%*
Design Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
ID 2980-08-70					
Participating Construction	\$1,053,810	\$843,048	80%*	\$210,762	20%*
Participating Construction Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
Non-Participating Construction			0%	\$0	100%
Total Est. Cost Distribution	\$1,247,610	\$998,088	MAX	\$249,522	N/A

*This project has a CMAQ federal funding maximum of \$998,088. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Greenfield: _____ (please sign in blue ink)		
Chris Geary	City Attorney	
Name	Title	Date
Signed for and in behalf of City of Greenfield: _____ (please sign in blue ink)		
Paula Schafer	Finance Director	
Name	Title	Date
Signed for and in behalf of City of Greenfield: _____ (please sign in blue ink)		
Jennifer Goergen	City Clerk	
Name	Title	Date
Signed for and in behalf of City of Greenfield: _____ (please sign in blue ink)		
Michael Neitzke	Mayor	
Name	Title	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
Tony Barth	SE REGION PLANNING CHIEF	
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, 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 23 U.S.C. 139 and the 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. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor 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 Project Sponsor 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. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Congestion Mitigation and Air Quality Improvement 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, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. State Review Services.
6. Project items purchased with federal funding are for the primary use of the CMAQ project.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - 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 Project Sponsor 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. Real estate for the improvement.
 - h. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor 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 Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees 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 S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor 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 s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor 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, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. 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.

27. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor 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 State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the 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 Project Sponsor 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 Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of

patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have

voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

31. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
32. *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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. *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.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
36. *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 Project Sponsor, 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 Project Sponsor 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.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 CMAQ project funding conditions:
 - a. ID 2980-08-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 2980-08-70: Construction:
 - i. Costs for Powerline Trail Phase 3 and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.

- ii. non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$998,088** is cumulative for all federal funded project phases.

[End of Document]



Board of Public Works Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: April 25, 2023

RELATING TO:

Overview of Greenfield website Geographic Information System (GIS).

SUMMARY:

Overview of Greenfield website Geographic Information System (GIS).

City information organized by location on a map.

Basic information - available to general public.

Technical information - Additional features for staff, special permission required for access.

Types of data maintained by the city.

FINANCIAL:

RECOMMENDATION:

For information only.

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: April 25, 2023

RELATING TO:

Overview of Desktop Geographic Information System (GIS).

SUMMARY:

Overview of Desktop Geographic Information System (GIS).

Software that runs on personal computer.

Has more features which make it more complex to use, requires specialized training.

Used for analysis of information and planning.

Examples:

- Sanitary sewer televising and cleaning planning.
- Capital improvement plan

FINANCIAL:

RECOMMENDATION:

For information only.

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: April 25, 2023

RELATING TO:

Overview of Greenfield ArcGIS Geographic Information System (GIS).

SUMMARY:

Overview of Greenfield ArcGIS Geographic Information System (GIS).

This is a GIS software focused on creating single topic maps and applications to provide information frequently requested by our residents.

Examples of maps we have created to date are our garbage and recycling day map, and our leaf collection week map.

FINANCIAL:

RECOMMENDATION:

For information only.

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