



## Green Infrastructure Funding Agreement G98005P161

### **Green Solutions – West Lisbon Avenue Parking Lanes**

#### **1. The Parties**

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Milwaukee through its Department of Public Works (Funding Recipient) located at 842 North Broadway, Milwaukee, Wisconsin 53202.

#### **2. Basis for this Agreement**

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stats. § 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green Infrastructure (GI) such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavements, works to reduce the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's Wisconsin Pollutant Discharge Elimination System (WPDES) permit includes a goal of 50 million gallons of GI capture capacity.
- G. The District wishes to expedite the amount of GI installed in its service area and this Agreement includes plans to install GI that supports the District's GI goals.

#### **3. Date of Agreement**

This Agreement becomes effective immediately upon the date of last signature below and ends when the Funding Recipient receives final payment from the District under this Agreement or when the parties terminate this Agreement according to Section 14 of this Agreement.

#### **4. District Funding**

The District will reimburse the Funding Recipient for the cost of the GI Project described in the attached project description (Project), up to \$1,200,000. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

## **5. Location of Project**

The Project will be located in the vehicle parking lanes on West Lisbon Avenue from North 100th Street to West Burleigh Street as further delineated in the Project description as attached.

## **6. Baseline Report**

After completion of the Project, the Funding Recipient will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. A site drawing and topographical map showing the Project as completed with GI assets defined;
- B. Design specifications for the Project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- C. A tabulation of the bids received, including bidder name and price;
- D. A copy of the executed construction contract(s) and a list of all permits collected during the Project construction process;
- E. A legal description of the property where the Project is located, including parcel identification numbers, if a Maintenance Covenant is required;
- F. Photographs of the Project during construction and upon Project completion;
- G. An operations and maintenance plan including details on funding for operations and maintenance;
- H. An outreach and education strategy, including a description of events or activities completed or planned;
- I. An itemization of all construction costs with supporting documentation;
- J. A Small, Veterans, Women, and Minority Business Enterprise (SWMBE) and Equal Employment Opportunity (EEO) Report as attached and made part of this Agreement;
- K. An Economic Impact Report showing the total number of people and the estimated number of hours worked on the design and construction of the Project by the Funding Recipient, and any of its consultants, contractors, and/or volunteers that worked on the Project; and
- L. Lessons Learned

## **7. Procedure for Payment**

The Funding Recipient submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

The Funding Recipient will send the Baseline Report and the invoice to:

Andy Kaminski, Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204-1446  
AKaminski@mmsd.com

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

#### **8. Changes in the Project and Modifications to the Agreement**

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original Project description unless the Funding Recipient obtains prior written approval from the District.

#### **9. Modifications to this Agreement**

Any modifications to this Agreement will be in writing and signed by both parties.

#### **10. Project Maintenance**

The Funding Recipient will maintain the GI for at least 11 years. If the GI fails to perform as anticipated or if maintaining the GI is not feasible, then the Funding Recipient will provide a report to the District explaining the failure of the GI or why maintenance is not feasible. Failure to maintain the GI will make the Funding Recipient ineligible for future District funding until the Funding Recipient corrects any maintenance problems associated with the GI.

#### **11. Permits, Certificates, and Licenses**

The Funding Recipient is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses for the Project.

#### **12. Procurement**

The Funding Recipient must select professional service providers according to the ordinances and policies of the Funding Recipient. The Funding Recipient must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of the Funding Recipient. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Funding Recipient must provide, an opinion from a licensed attorney representing the Funding Recipient explaining why the procurement complies with State of Wisconsin law and the ordinances of the Funding Recipient.

#### **13. Responsibility for Work, Insurance, and Indemnification**

The Funding Recipient is solely responsible for planning, design, construction, and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the Project or the Funding Recipient as related to this Agreement.

The Funding Recipient will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

#### **14. Terminating this Agreement**

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause including, but not limited to, breach of this Agreement by the Funding Recipient. The Funding Recipient may terminate this Agreement at any time but the Funding Recipient will not receive any payment from the District if the Funding Recipient does

not complete the Project. District reserves the right to pursue any other remedies available under the law in the event of such termination.

#### **15. Maintenance Covenant**

After the completion of construction of the Project, the District shall receive a Maintenance Covenant from the Funding Recipient. The Maintenance Covenant will be limited to the GI installed through the Project. The term of the Maintenance Covenant will be 11 years. The Funding Recipient will cooperate with the District to prepare the Maintenance Covenant.

#### **16. Exclusive Agreement**

This Agreement is the entire agreement between the Funding Recipient and the District for the Project other than the Maintenance Covenant to be provided to the District upon completion of the construction of the Project.

#### **17. Severability**

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

#### **18. Applicable Law**

The laws of the State of Wisconsin apply to this Agreement.

#### **19. Resolving Disputes**

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

#### **20. Notices**

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. When delivered personally to the recipient's address as stated in this Agreement; or
- B. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

#### **21. Independence of the Parties**

This Agreement does not create a partnership. The Funding Recipient does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

#### **22. Assignment**

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

#### **23. Public Records**

The Funding Recipient will produce any records in the possession of the Funding Recipient as related to this Agreement that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Funding Recipient will

indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE**

By: \_\_\_\_\_

Kevin L. Shafer, P.E.  
Executive Director

By: \_\_\_\_\_

Jerrel Kruschke, P.E.  
Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Vincent R. Bauer  
Attorney for the District

# Green Infrastructure Funding Agreement G98005P161

## West Lisbon Avenue Parking Lanes

### Project Description

As part of a Wisconsin Department of Transportation street reconstruction project, the City of Milwaukee is proposing to install bioswales and vegetated swales in the terrace areas and interlocking permeable pavers in the parking lanes on West Lisbon Avenue from North 100th Street to West Burleigh Street as illustrated in attached maps. Approximately 5,500 square feet of permeable pavers, 21,000 square feet of bioswales, and 10,000 square feet of vegetated swales will be constructed. It is anticipated that approximately 240,000 gallons of stormwater will be captured within both the permeable pavers and the bioswales to be installed.

### Schedule

The Funding Recipient will complete the project by December 31, 2026.

### Budget

Item Description	Units	Estimated Qty	Unit Price	Amount
Catch Basins 2x3-FT	EACH	1	\$3,720.00	\$3,720.00
Inlets 4-FT Diameter	EACH	1	\$4,320.00	\$4,320.00
Pipe Underdrain 6-Inch	LF	698	\$36.00	\$25,128.00
Pipe Underdrain Unperforated 6-Inch	LF	111	\$42.00	\$4,662.00
Pipe Underdrain Unperforated 8-Inch	LF	114	\$48.00	\$5,472.00
Mulching	SY	4,000	\$0.42	\$1,680.00
Erosion Mat Urban Class I Type A	SY	170	\$3.30	\$561.00
Geotextile Type DF Schedule B	SY	233	\$14.40	\$3,355.20
Geotextile Type R	SY	65	\$8.40	\$546.00
Bedding Layer Permeable Pavers	CY	611	\$79.20	\$48,391.20
Storage Layer Permeable Pavers	CY	1,224	\$83.40	\$102,081.60
Engineered Soil	CY	360	\$96.00	\$34,560.00
Bedding Layer Bioswales	CY	66	\$81.60	\$5,385.60
Storage Layer Bioswales	CY	369	\$57.00	\$21,033.00
Inlet Covers Type MS 55	EACH	2	\$1,080.00	\$2,160.00
8-Inch Dia Overflow Standpipe with Dome Grate	EACH	7	\$1,080.00	\$7,560.00
Informational Sign Post	EACH	10	\$912.00	\$9,120.00
6-Inch Cleanout	EACH	16	\$300.00	\$4,800.00
Inlet Covers Type Beehive	EACH	2	\$1,200.00	\$2,400.00
Arrowwood Viburnum 3 Gallon	EACH	9	\$75.60	\$680.40
Catmint Nepeta 'Blue Wonder' 1 Gallon	EACH	138	\$24.00	\$3,312.00
Daylilies 'Stella D'Oro' 1 Gallon	EACH	72	\$24.00	\$1,728.00
Diablo Ninebark 3 Gallon	EACH	5	\$75.60	\$378.00
Diervilla Lonicera 2 Gallon	EACH	37	\$52.80	\$1,953.60
False Indigo 'Midnight Prairie Blue Eyes' 1 Gallon	EACH	15	\$24.00	\$360.00
Gro Low Sumac 2 Gallon	EACH	45	\$52.80	\$2,376.00
Joe Pye Weed 'Gateway' 1 Gallon	EACH	24	\$24.00	\$576.00
Karl Foerster Grass 1 Gallon	EACH	48	\$24.00	\$1,152.00
Little Bluestem Grass 'Blue Heaven' 1 Gallon	EACH	18	\$24.00	\$432.00
Little Bluestem Grass 'Carousel' 1 Gallon	EACH	72	\$24.00	\$1,728.00
Panicum Grass 'Apache Rose' 1 Gallon	EACH	96	\$24.00	\$2,304.00
Panicum Grass 'Heavy Metal' 1 Gallon	EACH	72	\$24.00	\$1,728.00
Panicum Grass 'Red Sunset' 1 Gallon	EACH	54	\$24.00	\$1,296.00
Purple Coneflower 'Magnus' 1 Gallon	EACH	24	\$24.00	\$576.00
Purple Pavement Roses Rugosa 2 Gallon	EACH	18	\$52.80	\$950.40
Red Twigged Dogwood 3 Gallon	EACH	19	\$75.60	\$1,436.40
Little Bluestem Grass 'The Blues' 1 Gallon	EACH	72	\$24.00	\$1,728.00
Panicum Grass 'Northwind' 1 Gallon	EACH	54	\$24.00	\$1,296.00
Prairie Dropseed 1 Gallon	EACH	54	\$24.00	\$1,296.00
Autumn Moor Grass 1 Gallon	EACH	54	\$24.00	\$1,296.00
Permeable Paver Blocks	SY	3,669	\$216.00	\$792,504.00
Geomembrane Barrier	SY	64	\$67.20	\$4,300.80
Geogrid Separator	SY	3,669	\$7.20	\$26,416.80
Geosynthetic Fabric	SY	3,669	\$12.00	\$44,028.00
Cobblestones	SY	77	\$153.60	\$11,827.20
Total Cost				\$1,194,595
GS Request				\$1,200,000

## **Outreach and Education**

The Funding Recipient will post educational signage and describe the Project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

Signage will:

1. Be either designed and provided by the District or provided by the Funding Recipient and approved by the District;
2. Be at a location approved by the District; and
3. Identify the District as funding this Project by name, logo, or both.

12/26/2024

12/26/2024

Permeable Pavers

Bioswale

Location Map - Page 1 of 4

W. Lisbon Ave. - N. 100th St. to W. Burleigh St.

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The map displays a residential neighborhood with a grid of streets. The project area is highlighted with blue lines and green markers. The streets shown include W. Capitol Dr., W. Melvina St., W. Elmore Av., W. Lisbon Av., W. Metcalf Pl., W. Vienna Av., W. Nash St., N. 92nd St., N. 93rd St., N. 94th St., N. 95th St., N. 96th St., N. 97th St., N. 98th St., N. 99th St., N. 100th St., N. 101st St., N. 102nd St., N. 103rd St., N. 104th St., N. 105th St., N. 106th St., N. 107th St., N. 108th St., N. 109th St., N. 110th St., N. 111th St., N. 112th St., N. 113th St., N. 114th St., N. 115th St., N. 116th St., N. 117th St., N. 118th St., N. 119th St., N. 120th St., N. 121st St., N. 122nd St., N. 123rd St., N. 124th St., N. 125th St., N. 126th St., N. 127th St., N. 128th St., N. 129th St., N. 130th St., N. 131st St., N. 132nd St., N. 133rd St., N. 134th St., N. 135th St., N. 136th St., N. 137th St., N. 138th St., N. 139th St., N. 140th St., N. 141st St., N. 142nd St., N. 143rd St., N. 144th St., N. 145th St., N. 146th St., N. 147th St., N. 148th St., N. 149th St., N. 150th St., N. 151st St., N. 152nd St., N. 153rd St., N. 154th St., N. 155th St., N. 156th St., N. 157th St., N. 158th St., N. 159th St., N. 160th St., N. 161st St., N. 162nd St., N. 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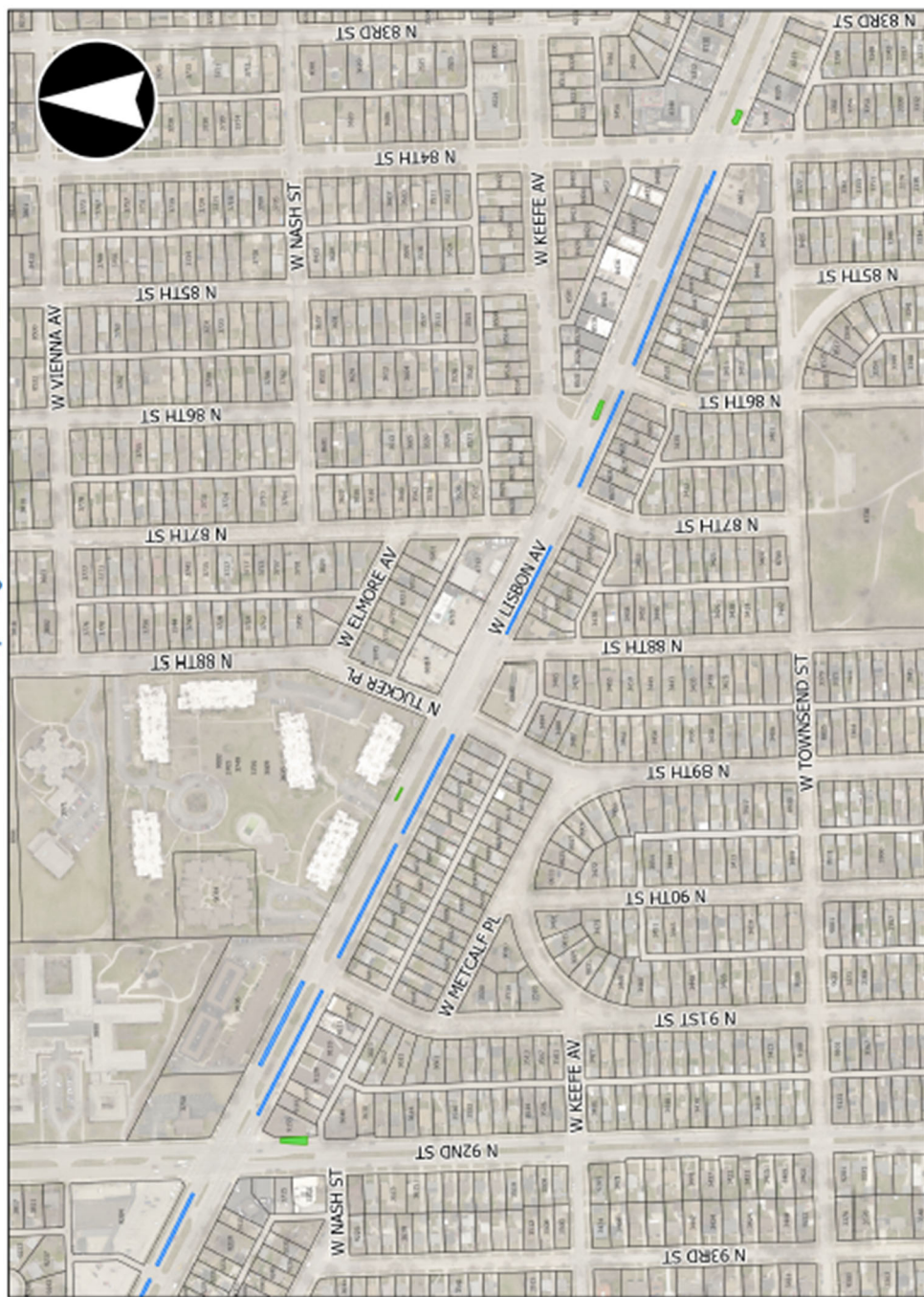
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Aldermanic District(s) 5, 10

11/26/2024

Location Map - Page 2 of 4

■ Bioswale  
■ Permeable Pavers



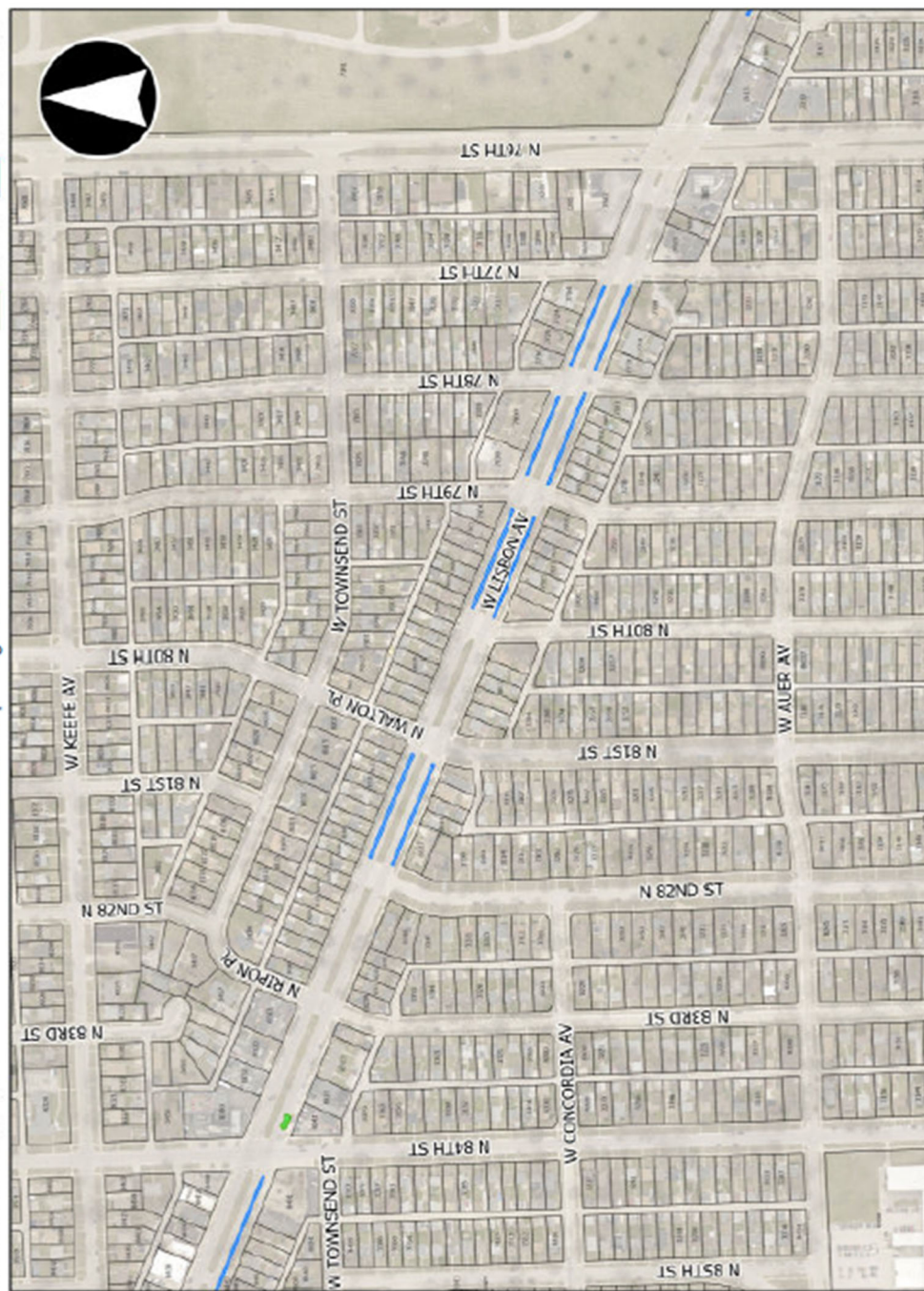
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## Permeable Pavers





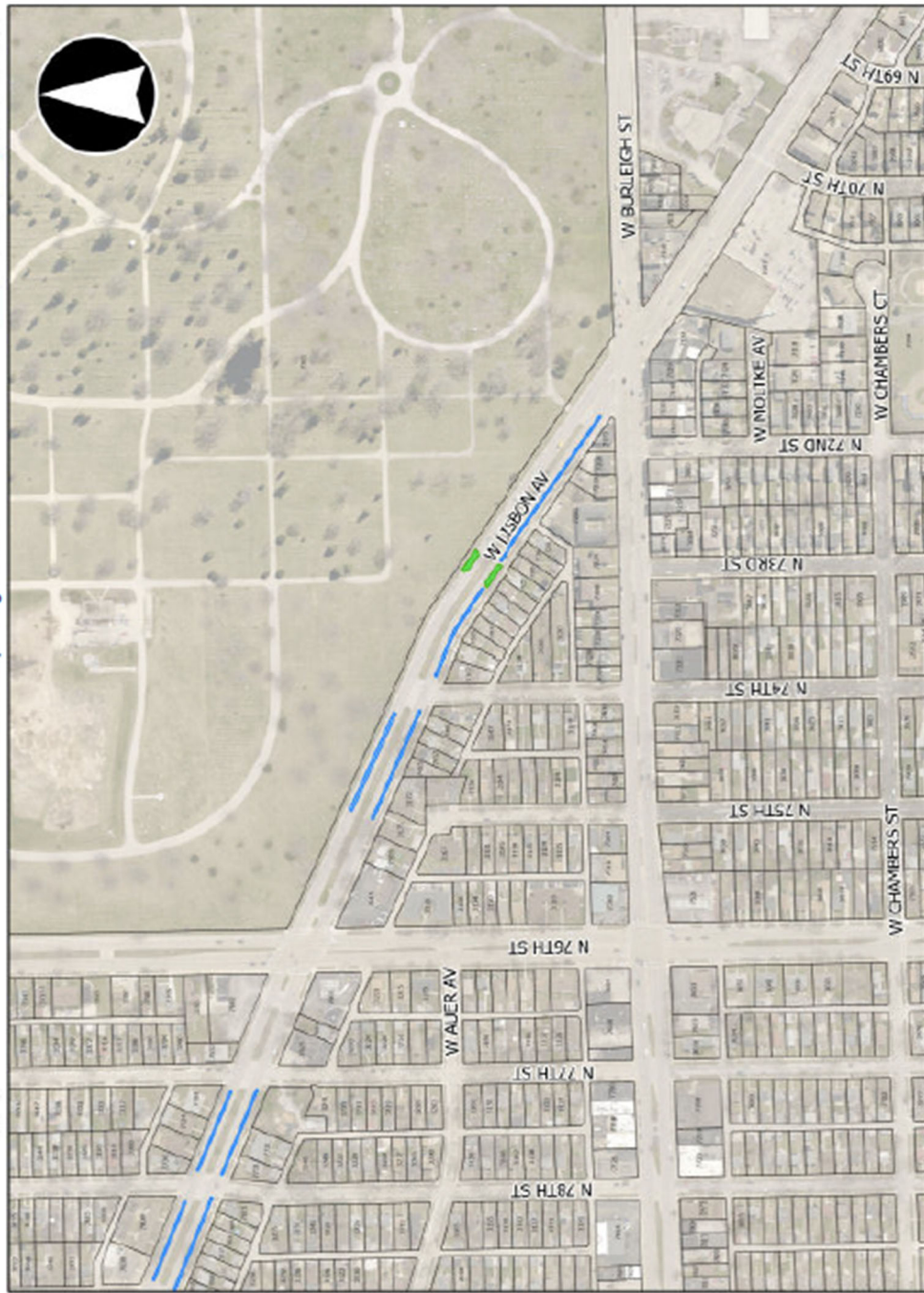
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Aldermanic District(s) 5, 10

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Location Map - Page 4 of 4

Bioswale Permeable Pavers



**SWMBE / EEO Data Report**  
**West Lisbon Avenue Parking Lanes**

It is the District's policy to encourage equal employment opportunity practices on the part of its suppliers of goods and services. Please use this form to provide employment data for your firm.

**Number of Employees**  
*(Report employees in only one category)*

<b>Race/Ethnicity</b>	<b>Male</b>	<b>Female</b>
Asian		
Black or African American		
Hispanic or Latino		
Native American		
Other		
White		
<b>Total</b>		

**Local Market Availability**

State the percent of minorities and females that are available in the labor market from which you draw your workforce. These figures may be obtained from your local Job Service, State Labor Department, or the U.S. Census Bureau.

*The labor market availability figures for the Milwaukee-Waukesha Primary Metropolitan Statistical Area (PMSA) for 2024 are: Minorities 26%, Females 52%.*

Local Market Availability:      Minorities \_\_\_\_\_ %      Females \_\_\_\_\_ %

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**Firm Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**City/State/Zip**

\_\_\_\_\_

**Contact Person**

\_\_\_\_\_

**E-mail Address**

\_\_\_\_\_