



Green Solutions for Separate Infrastructure and Sewer Separation Funding Agreement

Highland Community School Project

M03076P06

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Milwaukee, Department of Public Works (Milwaukee), with its principal place of business at 841 North Broadway, Milwaukee, Wisconsin 53202.

WHEREAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. stat. sec. 66.0301); and

WHEREAS, the District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters; and

WHEREAS, the District's wastewater discharge permit requires one million gallons per year of new green infrastructure retention capacity; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, Milwaukee plans to install green infrastructure that supports the District's green infrastructure goals;

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows.

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when Milwaukee receives final payment from the District or when the parties terminate this Agreement according to sec. 9 of this Agreement.

2. District Funding

The District will reimburse Milwaukee for the cost of the project described in the attached project description (Project), up to \$99,000. The District will provide funding in response to the submission of the Baseline Report.

3. Location of the Project

The Project is located at the Highland Community School. Two bioswales will be located at 1706 West Highland Avenue. One bioswale will be on the south side of Juneau Avenue, west of North 17th Street. Both locations are in the City of Milwaukee.

4. Procedure for Payment

Milwaukee will 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 the hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

Milwaukee will send the Baseline Report and the invoice to:

Thomas Chapman, P.E.
Section Manager - Watercourse
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

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

5. 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 Milwaukee obtains prior written approval from the District.

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

6. Permits, Certificates, and Licenses

Milwaukee is solely responsible for ensuring compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Project.

7. Public Bidding

Milwaukee must select professional service providers according to Milwaukee's ordinances and policies. Milwaukee must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and Milwaukee's ordinances and policies. Whenever work valued over \$25,000 is

procured without the use of a public sealed bidding process, the District may request and Milwaukee must provide an opinion from a licensed attorney representing Milwaukee explaining why the procurement complies with State of Wisconsin law and Milwaukee's ordinances.

8. Responsibility for Work, Insurance, and Indemnification

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

Milwaukee is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District will not provide any insurance coverage of any kind for the Project or Milwaukee.

Milwaukee will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability, and expenses, including attorney's fees and related disbursements arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, such as, but not limited to, breach of this Agreement by Milwaukee. Milwaukee may terminate the Agreement at any time, but will not receive any payment from the District if Milwaukee does not complete the Project.

10. Conservation Easement

Milwaukee will execute a Conservation Easement in favor of the District, after the completion of construction. The extent of the Conservation Easement will be limited to the Project. The duration of the Conservation Easement will be ten years. The District will draft and record the Conservation Easement.

11. Exclusive Agreement

This Agreement is the entire agreement between Milwaukee and the District.

12. Severability

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

13. Applicable Law

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

14. Resolving Disputes

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

15. Notices

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

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

16. Independence of the Parties

This Agreement does not create a partnership. Milwaukee does not have authority to make promises binding upon the District or otherwise have authority to enter into contracts on the District's behalf.

17. Assignment

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

18. Public Records

Milwaukee will produce any records in the possession of the Milwaukee that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Milwaukee agrees to indemnify the District against any and all claims, demands, or causes of action resulting from the Milwaukee's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Ghassan Korban, P.E.
Commissioner

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

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Background Information and Description of Work to be Performed

The Highland Community School, 1706 West Highland Avenue, is committed to incorporating environmental and sustainability practices at its campus. The proposed bioswales will provide students, staff, and the general community an educational tool demonstrating green infrastructure.

Milwaukee will construct two bioswales in the playground area the school and one bioswale on the adjacent street, West Juneau Avenue, between North 17th Street and North 18th Street. The project is located in a combined sewer service area and the proposed bioswales will reduce the volume and peak flow of stormwater enters the combined sewer system.

The two bioswales constructed in the playground area will be built around existing catch basins. At these locations, the existing catch basins will be used as the overflow structures within the bioswales. A bioswale will also be constructed in the area behind the sidewalk in the vicinity of the intersection of West Juneau Avenue and North 17th Street. The bioswales will be constructed with one and a half feet of engineered soil, a four inch bedding layer (3/8 inch stone) and two and a half feet of stone (2½ inch stone). A six-inch perforated underdrain pipe will be placed at the top of the 2½ inch stone layer to help drain the bioswale during larger rain events. The two feet of stone below the underdrain pipe will act as storage, which will completely remove stormwater from entering the surrounding combined sewer.

Peak flows, volumes, and total suspended solids (TSS) will be reduced by directing stormwater into the bioswales before entering the combined sewer system. The stormwater will be directed to the bioswales, where it will first infiltrate into the engineered soil. Stormwater will further percolate through the bedding layer and then to the stone storage layer. The two feet of stone storage in the bioswales can hold a total volume of approximately 16,100 gallons of water. This volume will slowly infiltrate into the native soil and be completely eliminated from the combined sewer system. During large rain events, excess stormwater will be routed through an underdrain system after filtering through the engineered soil and bedding layers to prevent flooding. TSS reduction is likely to be over 40%.

Anticipated Results

The Project will reduce peak flows, volumes, and TSS loads into the combined sewers. The bioswales were modeled in Hydraflow and WinSLAMM and the following are results for a half inch and one inch rain event:

	½ Inch Rain	1 Inch Rain
Peak Flow Reduction	100%	29%
Volume Removal	100%	33%
TSS Removal	Greater than 40%	

Baseline Report

Milwaukee will provide a Baseline Report using forms provided or approved by the District. This report will include:

- (a) a site drawing, showing the completed green infrastructure;
- (b) design specifications for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- (c) a legal description of the property where the Project is located;
- (d) photographs of the completed Project;
- (e) a maintenance plan;
- (f) an outreach and education strategy, including a description of events or activities completed or planned;
- (g) an itemization of all construction costs, with supporting documentation;
- (h) a W-9 Tax Identification Number form;
- (i) a Small, Women, and Minority Business Enterprise Report; and
- (j) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Milwaukee's employees, contractors, consultants, and volunteers.

Maintenance

Milwaukee will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then Milwaukee will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make Milwaukee ineligible for future District funding until Milwaukee corrects the maintenance problems.