

Green Infrastructure Funding Agreement G98029P01-01

Morse Middle School
6700 North 80th Street
Milwaukee Sign Language School
7900 West Acacia Street

1. The Parties

This Agreement is dated _____ (the “**Effective Date**”) and involves the:

- A. Milwaukee Metropolitan Sewerage District (“**MMSD**”), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446;
- B. Fresh Coast Capital, LLC dba Greenprint Partners (“**Greenprint**”) 17 N. State Street, Suite 1400, Chicago, Illinois, 60602; and
- C. Milwaukee Board of School Directors on behalf of the Milwaukee Public Schools (“**MPS**”), 5225 West Vliet Street, Milwaukee, Wisconsin 53208; and
- D. City of Milwaukee (“**Milwaukee**”), Department of Public Works, 841 North Broadway, Milwaukee, Wisconsin 53202.

2. Basis for this Agreement

- A. Greenprint serves as the program manager for MMSD under the Fresh Coast Green Communities (FCGC) program. MMSD is responsible for collecting and treating wastewater from local sewerage systems.
- B. During wet weather events, stormwater (1) enters local sewerage systems, increasing the volume of wastewater that MMSD must convey and treat, and (2) directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding.
- C. Green infrastructure includes, but is not limited to, bioswales, cisterns, constructed wetlands, green roofs, native landscaping, porous pavement, rain barrels, rain gardens, soil amendments, and trees.
- D. Green infrastructure reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface water.
- E. MMSD’s wastewater discharge permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024. Greenprint has been contracted by

MMSD to deliver 6 million gallons of storage under the FCGC program.

F. In MMSD's 2035 Vision, a strategic objective is capturing the first half inch of rainfall in green infrastructure.

G. Milwaukee owns land at 6700 North 80th Street and 7900 West Acacia Street (the "Land"). MPS maintains and operates the Land and wants to install green infrastructure on the Land.

3. Term

This Agreement becomes effective when signed by the parties and runs through the completion of the five-year establishment period.

The construction reimbursement period extends through **December 31, 2026** for funding reimbursement. If construction is not completed by December 31, 2026, MPS will be considered in default and this agreement will be terminated in accordance with Section 16.

The term of the agreement shall extend through the first 5 years of maintenance ("establishment period") to be provided by Greenprint per Sec. 10. The establishment period shall commence upon completion of project construction and extend through the five-year period.

After the establishment period, MPS will provide the annual maintenance reports required by Sec. 5.C, the operation and maintenance requirements of Sec. 10, and the transfer of maintenance responsibilities notification requirement of Sec. 11.

4. The Project

MPS will:

A. remove from the Land 191,400 square feet of impervious surface and install on the Land 19,000 square feet of native landscaping; 2,000 square feet of porous pavement; cisterns with a capacity of 2,500 gallons; 200 trees; and 63,260 square feet of bioswales. This green infrastructure will have a design detention capacity of 772,451 gallons. ("**Project**");

B. complete construction before **December 31, 2026**;

C. install educational signage that:

(1) is approved by MMSD,

(2) is in a location approved by MMSD, and

(3) identifies MMSD as funding the Project, by name, logo, or both;

D. identify MMSD as funding the Project in any printed matter, websites, and any other informational materials regarding the Project;

- E. install all Project components described in the application for funding;
- F. allow Greenprint and/or MMSD to inspect the Project and review maintenance records;
- G. allow Greenprint and/or MMSD to identify MPS and describe the Project in publicity regarding green infrastructure;
- H. inform Greenprint and/or MMSD of any promotional events for the Project arranged by MPS and allow Greenprint and/or MMSD to participate; and
- I. allow Greenprint and MMSD to access the Project at reasonable times for promotional events arranged by Greenprint or MMSD, after notice from Greenprint or MMSD.

5. Reports

A. MPS will provide to Greenprint and/or MMSD:

- (1) a Project schedule within 30 days after this Agreement becomes effective;
- (2) monthly progress reports, describing the actions initiated and completed since the preceding report, until the completion of construction. These reports are due before the 10th day of each month, starting with the month after the submission of the Project schedule;
- (3) project plans, specifications, estimate of gallons of capture required by development ordinances, estimate of total gallons captured and supporting calculations, and estimates of cost for the green infrastructure components of the project to Greenprint for MMSD review at the following milestones:
 - a. Final construction documents
- (4) a Baseline Report, using forms provided or approved by MMSD. This report is due after the conclusion of construction. This report will include:
 - (a) a site drawing, showing the completed Green Infrastructure;
 - (b) a map showing all parcels with where the Green Infrastructure is located and the surrounding streets;
 - (c) a legal description of all parcels where the Green Infrastructure is located and the parcel identification numbers;
 - (d) design specifications for all Green Infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
 - (e) photographs of the completed Green Infrastructure;
 - (f) a maintenance plan;
 - (g) an itemization of all design, construction, and education and outreach costs, with supporting documentation;

- (h) a W-9 Tax Identification Number form;
- (i) a Small, Women's, 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 MPS, contractors, consultants, and volunteers;

B. To provide the reports required by par. (A)(1) to (4), MPS may use the U.S. mail, another delivery service, or electronic mail. MPS will send reports to:

Lisa Sasso, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
lsasso@mmsd.com

C. MPS will provide annual maintenance reports. These reports will summarize project performance and maintenance activities during the preceding twelve months. This report is due **December 31** of each year. MMSD must receive these reports for the **eleven calendar years** following the completion of construction. MPS will use the form available from <http://www.freshcoastguardians.com> and submit the form to greeninfrastructure@mmsd.com.

D. MPS will provide the required reports, not a consultant or contractor.

E. Reports that are late or incomplete may be a basis for rescinding this Agreement or making MPS ineligible for future funding.

6. Conservation Easement

After the completion of construction, Milwaukee and MPS will execute a conservation easement in favor of MMSD. The extent of the conservation easement will be limited to the Project. The duration of the conservation easement will be **eleven years**. Greenprint will draft the conservation easement. Milwaukee will record the easement at Greenprint's expense.

7. Greenprint Funding

- A. Greenprint will reimburse MPS for the installation of gallons of storage required by development ordinance at a rate of 50% of the actual cost per gallon installed. All gallons above and beyond the required gallons will be reimbursed at 100% of the cost to install subject to the caps set forth in paragraph 7.B below.
- B. Greenprint will reimburse Green Infrastructure installation costs at a rate of \$3.26/gallon. Final gallons stored will be based on as-built calculations provided by MPS; up to 772,451 gallons and \$2,518,190. All gallons stored are designed as above and beyond with reimbursement at 100%.

C. In the event Greenprint defaults, MMSD will assume responsibilities for activities identified for Greenprint associated with Sec. 7.

8. Procedure for Payment

A. Along with or after the Baseline Report required by Sec. 5.A(4), MPS will submit an invoice to Greenprint for the amount to be reimbursed.

B. Greenprint will provide reimbursement only if:

- (1) MPS provides the schedule, monthly reports, and Baseline Report required by Sec. 5(A);
- (2) MPS completes construction before **December 31, 2026**;
- (3) Greenprint receives the invoice before **December 31, 2026**; and
- (4) Milwaukee and MPS execute the Conservation Easement after the completion of construction.

D. MPS shall send the invoice to:

Greenprint Partners
Attn: Jim Sparber
17 N. State Street
Suite 1400
Chicago, IL 60602

Or invoices may be submitted electronically to jim@grenprintpartners.com

E. In the event Greenprint defaults, MMSD will assume responsibilities for activities identified for Greenprint associated with Sec. 8.

9. Project Changes

Greenprint will not pay for work not described in the application for funding, unless Greenprint provides prior written approval. Any changes to the Project that decrease the capacity to retain stormwater must be approved by Greenprint, in writing, before implementing the change.

10. Operation and Maintenance

- A. MPS will operate and maintain the Project for at least eleven years. The first 5 years of maintenance (the establishment period) shall be provided by Greenprint. Greenprint will provide the following maintenance services: bi-weekly trash pickup, removal and replacement of dead or damaged plant materials, replacement of mulch on an as-needed basis but not less than once per year, repair of basin erosion, cleaning of structures within and immediately upstream of GI practices.

- B. After the initial five-year maintenance period for which Greenprint is responsible, if the Project fails to perform as anticipated or if maintaining the Project is not feasible, then MPS will provide a report to MMSD explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make MPS ineligible for future MMSD funding until MPS corrects the maintenance problems.

- C. In the event Greenprint defaults, MMSD will assume responsibilities for activities identified for Greenprint associated with Sec. 10.

11. Transfer of Maintenance Responsibilities

MPS may not transfer maintenance responsibilities for the Project without the consent of Milwaukee and MMSD. MPS will notify Milwaukee and MMSD before a proposed transfer of maintenance responsibilities at least 30 days in advance.

12. Opportunities for Disadvantaged Businesses

MPS will give disadvantaged business enterprises an opportunity to compete for work on this Project by soliciting quotes or bids from those businesses to the maximum extent possible. Disadvantaged businesses include small businesses and businesses owned by women, minorities, or veterans. MMSD's procurement office will provide a list of these businesses, upon request.

13. Responsibilities of MPS

MPS is solely responsible for:

- A. planning, designing, constructing, and maintaining the Project after the initial 5-year establishment period, including selecting and paying consultants, contractors, and suppliers;

- B. the safety of employees, contractors, and guests to the Project;

- C. compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Project; and

D. insurance for all work under the control of MPS and their employees, consultants, contractors, and suppliers. Greenprint and Greenprint's subcontractors shall obtain liability and workers compensation insurance for all work on the project site including but not limited to construction and through the initial 5-year establishment period.

14. Indemnification

MPS will indemnify and hold harmless Greenprint and Greenprint's officers, employees and agents, and MMSD and MMSD's Commissioners, employees, and agents against any damages, costs, liability, and expense whatsoever, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project. Nothing in this Agreement is a waiver of the opportunity and right to rely upon the process, limitations, and immunities set forth in Wis. Stats., §893.80.

15. Modifying this Agreement

Any modification to this Agreement must be in writing and signed by MMSD, Greenprint, MPS, and Milwaukee.

16. Terminating this Agreement

- A. Greenprint may terminate this Agreement at any time before the commencement of construction. After construction has commenced, Greenprint may terminate the Agreement only for good cause, including, but not limited to, breach of this Agreement by MPS.
- B. MPS may terminate this Agreement at any time but may not receive full payment from Greenprint if the Project is incomplete.

17. Exclusive Agreement

This Agreement is the entire agreement among Greenprint, MMSD, MPS, and Milwaukee regarding the Project.

18. Severability

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

The laws of the State of Wisconsin govern this Agreement.

20. Notices

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

- A. when delivered personally to the address as stated on this Agreement; or

B. three days after being deposited in the United States mail, with postage prepaid to the address as stated on this Agreement.

C. by email when a record shows successful transmission.

21. Contact Persons

A. Notices to Milwaukee will be sent to:

Jerrel Kruschke
Department of Public Works
841 North Broadway, Room 820
Milwaukee, Wisconsin 53202
414-286-2400
jkrusc@milwaukee.gov

With a copy to:

Todd Farris
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2669
tfarris@milwaukee.gov

B. Notices to MMSD will be sent to:

Lisa Sasso, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
414-225-2048
lsasso@mmsd.com

C. Notices to MPS will be sent to:

Heather Dietzel, P.E., Sustainability Project Specialist
Milwaukee Public Schools
1124 North 11th Street
Milwaukee, Wisconsin 53233
414-283-4713
dietzehm@milwaukee.k12.wi.us

With a copy to:

Sean Kane, R.A, Senior Director
Milwaukee Public Schools
1124 North 11th Street
Milwaukee, Wisconsin 53233
414-283-4701
kanest@milwaukee.k12.wi.us

D. Notices to Greenprint will be sent to:

Jim Sparber
Greenprint Partners
17 N. State Street
Suite 1400
Chicago, IL 60602
815-529-0776
jim@greenprintpartners.com

E. The parties may change contact information after providing notice according to Sec. 21.

22. Independence of the Parties

This Agreement does not authorize any party to make promises binding upon any other party or to contract on the other party's behalf.

23. Assignment

MPS or Milwaukee may not assign any rights or obligations under this Agreement without Greenprint's and MMSD's prior written approval.

24. Public Records



Each party will produce any records in their possession that are subject to disclosure pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. §§19.31 to 19.39. The parties will indemnify each other against any claims, demands, and causes of action resulting from the failure to comply with this requirement.

25. Conflicts

If MPS identifies a relationship with Greenprint, MMSD or MMSD's Commissioners or staff that could provide an advantage or cause a conflict of interest and if MPS did not disclose this relationship in the application for funding, then MPS will notify Greenprint or MMSD within five (5) days of identifying it.

25. Signature Authority

The persons who sign this Agreement certify that they have sufficient authority from their governing bodies to bind their organizations to this Agreement.

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| <p>CITY OF MILWAUKEE</p> <p>By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK</p> <p>_____</p> <p>James R. Owczarski, City Clerk</p> <p>Countersigned:</p> <p>By: _____</p> <p>Aycha Sawa, Comptroller</p> <p>City Common Council Resolution File No. _____</p> | <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the City signatories per Wis. Stat. 716.06 so this document may be recorded per Wis. Stat. 716.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>State Bar No.: _____</p> <p>Date: _____</p> |
| <p>MILWAUKEE BOARD OF SCHOOL DIRECTORS</p> <p>By:  _____</p> <p>Eduardo Galvan Interim Superintendent of Schools</p> | <p>MPS AUTHENTICATION</p> <p>The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the MPS signatories per Wis. Stat. 716.06 so this document may be recorded per Wis. Stat. 716.05 (2)(b).</p> <p>By:  _____</p> <p>Name Printed: <u>Theodore Wegner</u></p> <p>Title: <u>Contract Law Specialist</u></p> <p>State Bar No.: <u>111 55 17</u></p> <p>Date: <u>08/01/2024</u></p> |