



Green Solutions Funding Agreement M03076P50

Fondy Stormwater Park

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Milwaukee, Environmental Collaboration Office (Milwaukee), 200 East Wells Street, Room 603, 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 the installation of twelve million gallons of new green infrastructure retention capacity before the end of 2017; 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. 12 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 \$30,000. The District will provide funding after the District receives the Baseline Report and the signed conservation easement.

3. Location of the Project

The Project is at 2210 West Fond du Lac Avenue, adjacent to the Fondy Farmers Market.

4. Baseline Report

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

- (a) a site drawing, showing the Project as completed;
- (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 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, Veterans, 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.

5. 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: their 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:

Andy Kaminski, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

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

6. 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.

7. Modifications to this Agreement

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

8. Project 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.

9. Permits, Certificates, and Licenses

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

10. 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.

11. Responsibility for Work, Insurance, and Indemnification

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

12. 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 Milwaukee. Milwaukee may terminate this Agreement at any time, but will not receive any payment from the District if Milwaukee does not complete the Project.

13. Conservation Easement

After the completion of construction, the District must receive a Conservation Easement from Milwaukee. The Conservation Easement will be limited to the Project. The term of the Conservation Easement will be ten years.

14. Exclusive Agreement

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

15. Severability

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

16. Applicable Law

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

17. 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.

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

19. 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.

20. Assignment

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

21. Public Records

Milwaukee will produce any records in the possession of 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 will indemnify the District against any claims, demands, or causes of action resulting from Milwaukee's failure to comply with this requirement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE
ENVIRONMENTAL COLLABORATION
OFFICE**

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Erick Shambarger
Director

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

Green Solutions Funding Agreement M03076P50

Fondy Stormwater Park

Project Description

Milwaukee will install one (1) bioswale and one (1) aboveground cistern in the City-owned vacant lot at 2210 W. Fond du Lac Avenue, adjacent to the Fondy Farmers Market. The site is a fenced, blighted, vacant lot. The site will be a “stormwater park” with multiple stormwater features, trees, multiple native plant areas, seating and potentially a stage. The goal is to transform a major blighted neighborhood nuisance into a beautiful, educational new “town commons” for the neighborhood and Fondy Market customers.

The first stage of the site’s stormwater management consists of rainwater collection from one of the Fondy Market roof structures, specifically the roof facing west on the western edge of the concrete Market area, via the installation of a gutter system. The gutters will direct water to a 1,500-gallon aboveground cistern (elevated approximately 3-5’ above ground level). The cistern will be in the southwest corner of the concrete Market area. Overflow from the cistern will be directed into the adjacent bioswale. The cistern will be “skinned” to deter climbing and will serve as a 3 to 4-sided vertical surface for educational signage and artwork.

Milwaukee will construct approximately 2,700 sq. ft. of bioswale. A detailed plan will be available by February 15, 2017.

The bioretention section consists of an engineered soil, bedding, and storage layer. The engineered soil layer consists of a 2½-foot deep layer of a 70/30 ratio of sand to compost mix. The bedding layer is placed below the engineered soil layer and consists of a 4-inch deep layer of 3/8-inch stone. A 2-foot deep storage area of 1½ inch washed stone is installed below the bedding layer to capture and store stormwater. Storm water runoff from Fond du Lac Avenue will enter the bioswale through piping from the street catch basin to the bioswale’s southern border. Depending on the construction cut materials volume, an additional bioswale or rain garden may be installed on-site.

There will be a minimum of 6-inches of ponding depth available at the bioswale. For the bioswale, a 6-inch diameter perforated underdrain located at the top of the storage layer will convey excess stormwater to the storm sewer system. 6-inch diameter cleanouts will also be installed on the perforated underdrain at the bioswale to clean and maintain the perforated underdrains. Stormwater will be then routed from the underdrains to a vault structure located onsite where stormwater will be proactively discharged from the site via Veolia/Opti’s automated monitoring and control system (“Rain Net”). An appropriately sized passive overflow and local valve manual override system will be installed that will then rout the water from the vault structure to the combined sewer system in the street. When completed, the bioswales will be landscaped with native plants. For stormwater management and site shading, Milwaukee will install up to 20 stormwater trees on the interior and perimeter of the site.

The project team is working with Veolia to provide remote monitoring as installed at the recently completed Cream City Farms stormwater project, albeit on a smaller volume of water. The

project scope includes the installation of a solar electric system with battery backup of the same size as the Cream City Farms system for the powering of the remote monitoring system and the educational electronic sign. The solar system will be roof-mounted.

Educational signage will be incorporated into the cistern “skin”, the electronic sign, the custom tables as well as traditional District signage placed at various locations explaining the functions and benefits of the cistern, bioswale, native plants and solar system as well as indicating that the project includes funds from two District grants, among other sources.

The total stormwater portion of this project, including design, outreach, education, landscaping materials, and construction, is estimated to cost \$173,000. This cost excludes hardscape cost and site amenities.

Schedule

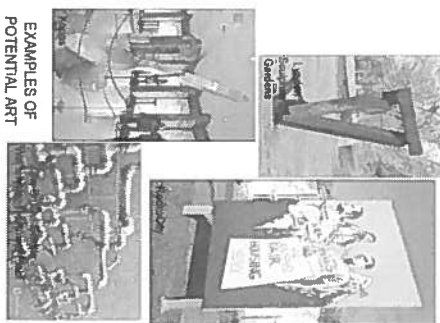
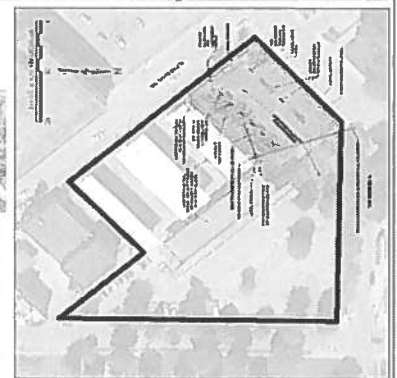
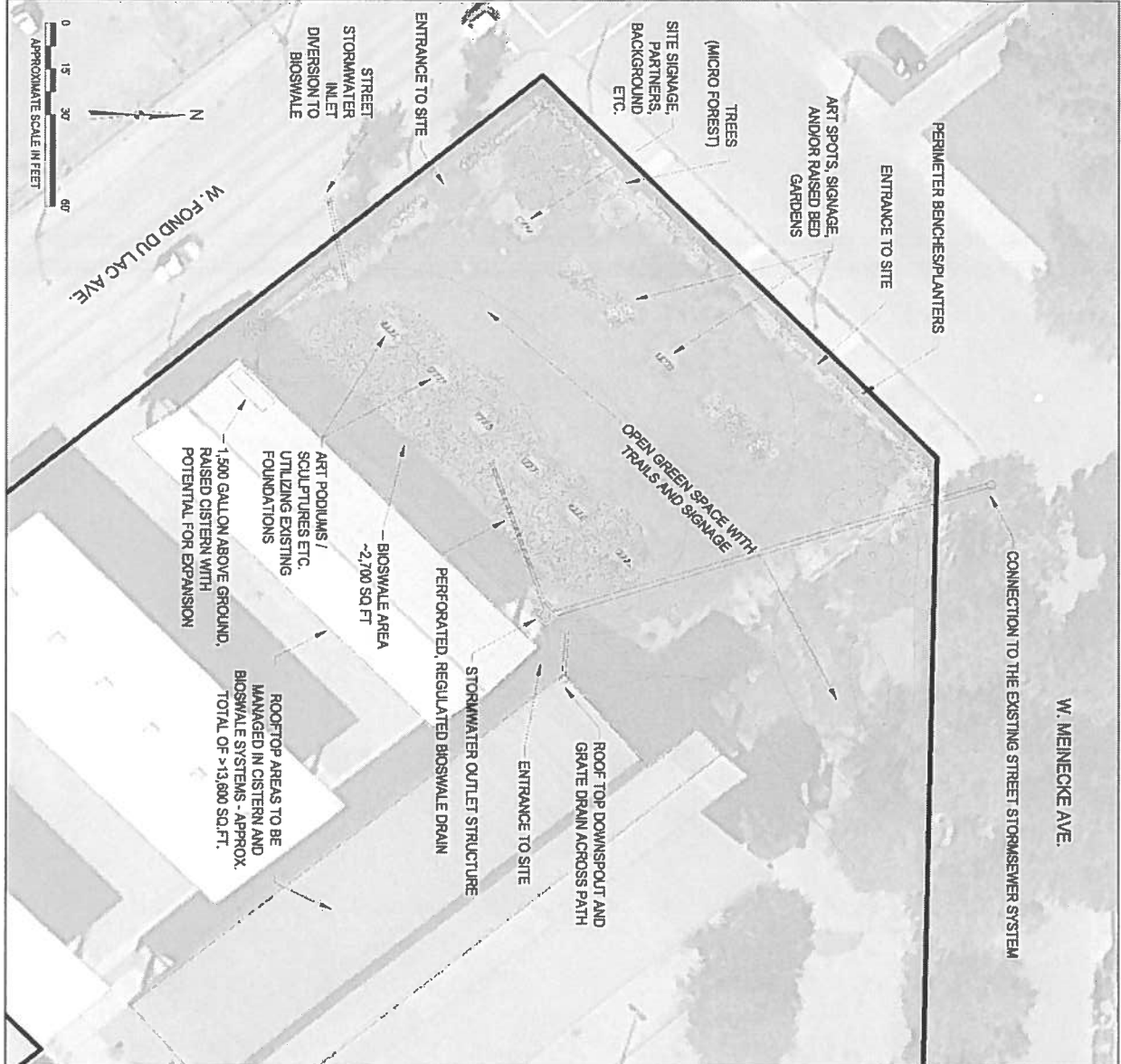
Milwaukee will seek bids for construction in the first 3 months of 2017. The construction contracts will be awarded and construction completed by September 15, 2017, before the planned 100 year anniversary celebration of the Fondy Farmers Market.

Budget

Item	Quantity	Unit	Unit Price (\$)	Item Cost (\$)
Stormwater outlet system control vault	1	LS	5,000	5,000
Stormwater outlet plumbing and connection to the combined sewer system	1	LS	15,000	15,000
Stormwater inlet plumbing from the Fond du Lac Avenue (including curb cuts, piping and concrete	1	LS	10,000	10,000
			Total	\$30,000

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THE OWNERSHIP IS THE SOLE PROPERTY OF REFLO, INC. OR REFLO. THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY REFLO'S CLIENT OR CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND NOT BE USED FOR ANY OTHER PURPOSE. THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR ALTERED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF REFLO. THE PROJECT INFORMATION IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY. REFLO, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING, WITHOUT THE WRITTEN EXPRESS CONSENT OF REFLO, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY OF REFLO.

© 2016 Reflo, Inc.



EXAMPLES OF POTENTIAL ART ACTIVITIES ON EXISTING CONCRETE FOUNDATIONS

LEGEND

- SITE BOUNDARY
- PROPOSED APPROX SITE CONTOURS

NOTES

1. CONCEPTS DEPICTED ARE FOR PLANNING AND COOPERATION EFFORTS ONLY. DETAILED ENGINEERING AND DESIGN MUST BE COMPLETED PRIOR TO CONSTRUCTION.
2. SITE PLAN FEATURES ARE APPROXIMATELY LOCATED AND DEPICTED THROUGH USE OF THE CITY OF MILWAUKEE'S ONLINE GIS SYSTEM.

Project: Fondy Food Market
Fond Du Lac Ave. and Meincke
Milwaukee, WI

Drawn by: Reflo, Inc. and Emily Kordonski
Scale: 1/8" = 1'-0"

DATE: 2016.MAR.02

1

GREEN INFRASTRUCTURE CONCEPTUAL PLAN



T: 414.949.7356
www.reflo2a.com