



## Green Infrastructure Funding Agreement G98005P171

### Green Solutions - West Cherry Street Permeable Paver Project

#### 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 \$182,000.00. 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 parking lanes of West Cherry Street from North 35th Street to North 32nd 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 conservation easement 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 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 G98005P171

### Green Solutions - West Cherry Street Permeable Paver Project

#### Project Description

The City of Milwaukee is proposing to install interlocking permeable pavers in the parking lanes of West Cherry Street from North 35<sup>th</sup> Street to North 32<sup>nd</sup> Street. Approximately 6,148 square feet of permeable pavers will be installed. It is anticipated that approximately 18,176 gallons of stormwater will be captured with the installation of these permeable pavers.

#### Schedule

The Funding Recipient will complete the Project by December 31, 2025.

#### Budget

Item	Unit	Quantities	Unit Price	Total
6 Inch Perforated Pipe SDR 35	Lin. Ft.	60	\$60	\$3,600
Permeable Paver Blocks	Sq. Yds.	695	\$151	\$104,945
Geotextile Filter Fabric, Type DF	Sq. Yds.	13	\$20	\$260
Geomembrane Barrier	Sq. Yds.	1,076	\$10	\$10,760
Geosynthetic Fabric	Sq. Yds.	695	\$10	\$6,950
Geogrid Separator	Sq. Yds.	695	\$6	\$4,170
Storage Layer	Cu. Yds.	232	\$80	\$18,560
Bedding Layer	Cu. Yds.	116	\$91	\$10,566
Salt Barrier	Sq. Yds.	618	\$36	\$22,248
<b>Total Cost</b>				<b>\$182,059</b>

\*Note – The total cost of the Project is estimated at \$182,059.00 but this Agreement only provides the Funding Recipient funding in the amount of \$182,000.00. In the event the total Project cost exceeds \$182,000.00, the Funding Recipient shall be responsible for covering any costs of the Project in excess of \$182,000.00.

#### Outreach and Education

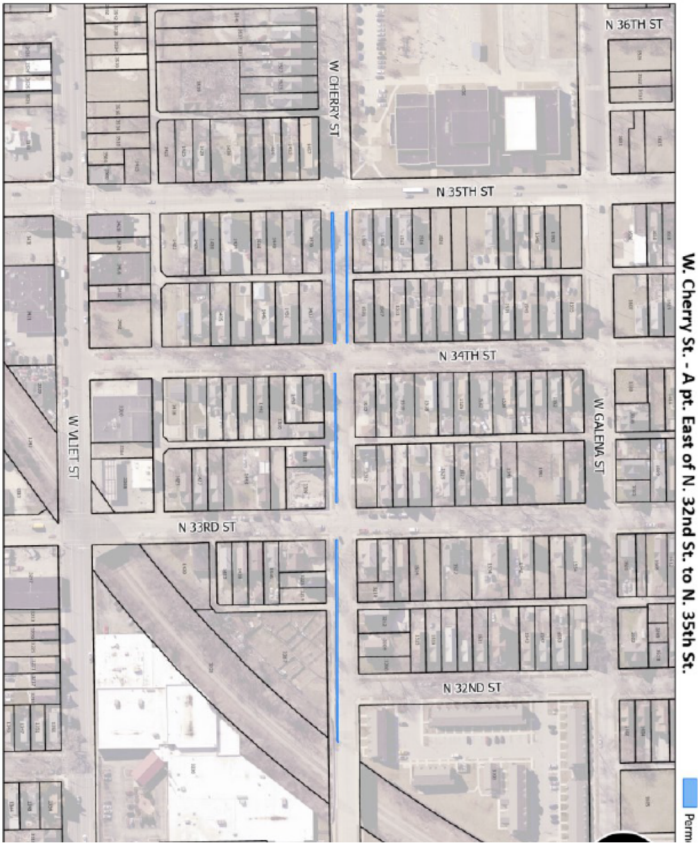
The Funding Recipient will post educational signage and describe the Project and its benefits in a community newsletter or web page.

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.

**Figure 1**  
**Green Solutions - West Cherry Street Permeable Paver Project**



**SWMBE / EEO Data Report**  
**Green Solutions - West Cherry Street Permeable Paver Project**

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 2025 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**

\_\_\_\_\_