



Green Infrastructure Funding Agreement G98005P154
Green Solutions – Milwaukee East Linus Street Pavers

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 (Milwaukee), located at 841 North Broadway, Room 501, 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 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 fifty 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 upon the date of last signature below and ends when Milwaukee 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 Milwaukee for the cost of the Project described in the attached project description (Project), up to \$211,000. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

5. Location of Project

The Project is located in the southerly parking lanes of East Linus Street between South Kinnickinnic Avenue and South Logan Avenue as defined in the Project description as attached.

6. 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 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 Milwaukee, and any of its consultants, contractors, and/or volunteers that worked on the Project; and
- L. Lessons learned.

7. 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, 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 Milwaukee 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

Milwaukee will maintain the Project for at least 10 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 any maintenance problems associated with the Project.

11. Permits, Certificates, and Licenses

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

12. Procurement

Milwaukee must select professional service providers according to the ordinances and policies of Milwaukee. 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 the ordinances and policies of Milwaukee. 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 the ordinances of Milwaukee.

13. 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.

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

Milwaukee 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 Milwaukee. Milwaukee may terminate this Agreement at any time but Milwaukee will not receive any payment from the District if Milwaukee 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 Milwaukee. The Maintenance Covenant will be limited to the Project. The term of the Maintenance Covenant will be 10 years. Milwaukee will cooperate with the District to prepare the Maintenance Covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between Milwaukee and the District for the Project other than the Maintenance Covenant to be provided by Milwaukee 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. Milwaukee does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

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

23. Public Records

Milwaukee will produce any records in the possession of Milwaukee 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. Milwaukee 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 G98005P154

Green Solutions – Milwaukee East Linus Street Pavers

Project Description

The Project will consist of installing interlocking permeable pavers in the southerly parking lanes of East Linus Street between South Kinnickinnic Avenue and South Logan Avenue. Approximately 5,485 square feet of permeable pavers will be constructed.

The permeable pavement project is part of the roadway reconstruction project of East Linus Street between South Kinnickinnic Avenue and South Logan Avenue. As part of the Project, the entire roadway will be removed and will be narrowed from 36-ft to 32-ft width. Instead of regular concrete, interlocking pavers will be installed on the parking lane on the south side of the road. Because of water main conflict, it is not possible to construct pavers on the north side of the road. The pavers will be installed over 6-inch of $\frac{3}{4}$ -inch washed stone placed over a 1-foot deep storage area of $2\frac{1}{2}$ -inch clean washed stone to capture and store stormwater. 6-inch diameter perforated underdrain will be placed just below the bedding layer at the catch basins to convey treated stormwater to the storm sewer system.

The permeable pavers will be installed upstream of the catch basins and flush to the roadway. Storm water runoff from the road will enter the paver system at grade.

Schedule

Milwaukee will complete the Project by December 31, 2024.

Budget

The total budget for this Project is \$211,000.

Item	Unit	Quantities	Unit Price	Total
6 Inch Perforated Pipe SDR 35	Lin. Ft.	80	\$66	\$5,280
Permeable Paver Blocks	Sq. Yds.	618	\$151	\$93,318
Geotextile Filter Fabric, Type DF	Sq. Yds.	18	\$7	\$126
Geomembrane Barrier	Sq. Yds.	1,076	\$56	\$60,256
Geosynthetic Fabric	Sq. Yds.	618	\$10	\$6,180
Geogrid Separator	Sq. Yds.	618	\$6	\$3,708
Storage Layer	Cu. Yds.	206	\$64	\$13,184
Bedding Layer	Cu. Yds.	103	\$65	\$6,695
Salt Barrier	Sq. Yds.	618	\$36	\$22,248
Total Cost				\$210,995 (rounded to \$211,000)

Outreach and Education

Milwaukee 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 Milwaukee 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.

Anticipated Results

It is anticipated that the peak flow to the storm sewers in the project area will be reduced as a result of the installations as part of this Project. Approximately 22,000 gallons will be captured within the permeable paver system and removed from the storm sewer system. Per DNR standards, the permeable paver areas will remove over 80% of total suspended solids.

Figure 1
Milwaukee East Linus Street Pavers



Pavers on East Linus St between South KK Ave. and South Logan Ave.

SWMBE / EEO Data Report
Milwaukee East Linus Street Pavers

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)

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

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 _____ %

Firm Name _____

Address _____

City/State/Zip _____

Contact Person _____

E-mail Address _____