Green Infrastructure Funding Agreement G98023P01-18
Metcalfe Playfield
2321 N 32nd Street & 3401 W Meinecke Ave

1. The Parties

This Agreement is effective as of the date of last signature below (the "**Effective Date**") and involves the:

A. Milwaukee Metropolitan Sewerage District ("**MMSD**"), 260 West Seeboth Street, Milwaukee, Wisconsin 53204;

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 MKE Recreation ("**MKE Rec**" **or "MPS"**), 5225 West Vliet Street, Room 162, 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. 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 2321 N. 32nd Street, Milwaukee, WI 53208 and 3401 W. Meinecke Avenue, Milwaukee, WI 53208 (the "**Land**"). MKE Rec maintains and operates the Land and wants to install green infrastructure on the Land.

3. Term

This Agreement becomes effective upon the date of last signature below and runs through the completion of the five-year establishment period as further indicated below.

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

The term of this Agreement shall extend through the first 5 years of maintenance ("**Establishment Period**") to be provided by Greenprint per Section 10 below. The Establishment Period shall commence upon Substantial Completion of Project construction and extend five years from the Project construction completion date.

After the Establishment Period, MKE Rec will provide the annual maintenance reports as required by Section 5.C of this Agreement, the operation and maintenance requirements per Section 10 of this Agreement, and the transfer of maintenance responsibilities notification requirement per Section 11 of this Agreement.

4. The Project

MKE Rec will:

A. Construct bioretention basins and rain gardens on the Land. Combined, the practices will provide 200,807 gallons of stormwater capture capacity. ("**Project**");

B. Complete Project 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 materials, 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 MKE Rec and describe the Project in publicity regarding green infrastructure;

H. Inform Greenprint and/or MMSD of any promotional events for the Project arranged by MKE Rec 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. MKE Rec will provide to Greenprint and/or MMSD:

(1) A Project schedule within 30 days after this Agreement becomes effective;

B. Greenprint will provide to MMSD, with copy to MKE Rec:

(1) Project reports including: project schedule, 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 at the following milestones:
   (a) When plans and specifications are approximately 50% complete
   (b) When plans and specifications are essentially complete (90% complete)
   (c) Final construction documents (100% complete)

(2) Project closeout 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 stormwater 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 provided by MKE Rec;
   (h) A Small, Women's, and Minority Business Enterprise Report provided by MKE Rec; and
   (i) 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 MKE Rec and any contractors, consultants, and volunteers who worked on the Project on MKE Rec's behalf.

C. To provide the reports required by this section, Greenprint may use the U.S. mail, another delivery service, or electronic mail. Greenprint will send reports to:

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

D. Greenprint will provide annual maintenance reports during the five-year Establishment Period and MKE Rec will provide annual maintenance reports for six years thereafter as required by the Conservation Easement. These reports will summarize Project performance and maintenance activities during the preceding twelve months. Such reports are due **December 31** of each year. MMSD must receive these reports for the 11 calendar years following the completion of construction of the Project. Greenprint and MKE Rec will use the form available from http://www.freshcoastguardians.com to complete the reports and submit the form to greeninfrastructure@mmsd.com.

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

6. Conservation Easement

After the completion of construction of the Project, Milwaukee and MKE Rec 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 11 years. MMSD will draft the Conservation Easement. Milwaukee will record the easement at MMSD's expense.

7. Greenprint Funding

A. Greenprint will reimburse MKE Rec 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 Section 7.B below.

B. Greenprint will reimburse green infrastructure installation costs at a rate of $2.30/gallon for gallons provided above and beyond the gallons required by ordinance and $1.15/gallon for gallons required by ordinance for an overall not to exceed $2.30/gallon constructed below the calculated 100-year storm event up to $416,270 total construction cost. Final gallons stored will be based on as-built calculations provided by Greenprint.

C. In the event Greenprint defaults under the terms of this Agreement, MMSD will assume responsibility for the activities identified for Greenprint under this section.

8. Procedure for Payment

A. Along with or after the Project closeout report as required by Section 5.B(2) of this Agreement is submitted, MKE Rec will submit an invoice to Greenprint for the amount to be reimbursed.

B. Greenprint will provide reimbursement only if:

(1) The Project schedule, monthly reports, and Project closeout report required by Section 5.B(2) of this Agreement have been completed;

(2) MKE Rec completes Project construction before **December 31, 2026**;

(3) Greenprint receives the invoice before **December 31, 2026**; and

(4) Milwaukee and MKE Rec execute the Conservation Easement after the completion of Project construction.

C. MKE Rec 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@greenprintpartners.com

D. In the event Greenprint defaults under the terms of this Agreement, MMSD will assume responsibility for the activities identified for Greenprint under this section.

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. MKE Rec will operate and maintain the Project for at least 11 years. The first 5 years of maintenance (the Establishment Period) shall be provided by Greenprint. Greenprint will provide the following maintenance services: trash pickup, removal and replacement of

dead or damaged plant materials, watering for establishment, annual mowing, invasive species removal as needed, replacement of mulch on an as-needed basis but not less than once per year, repair of basin erosion, and cleaning of structures within and immediately upstream of the installed green infrastructure.

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 MKE Rec 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 MKE Rec ineligible for future MMSD funding until MKE Rec corrects the maintenance problems.

C. In the event Greenprint defaults under the terms of this Agreement, MMSD will assume responsibility for the activities identified for Greenprint under this section.

11. Transfer of Maintenance Responsibilities

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

12. Opportunities for Disadvantaged Businesses

MKE Rec 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 MKE Rec

MKE Rec 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 on the Project under the control of MKE Rec 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 maintenance activities through the Establishment Period.

14. Indemnification

MKE Rec 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, MKE Rec, and Milwaukee.

16. Terminating this Agreement

A. Greenprint may terminate this Agreement at any time before the commencement of construction of the Project. After construction has commenced, Greenprint may terminate this Agreement only for good cause including, but not limited to, breach of this Agreement by MKE Rec.

B. MKE Rec 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, MKE Rec, 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 full force and effect.

19. Applicable Law

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.

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:

Jordan M. Schettle
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2615
jschet@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 MKE Rec will be sent to:

Jason Wilke, PLA, FASLA
Recreation Design and Development Specialist
Milwaukee Recreation
5225 West Vliet Street, Room 162
Milwaukee, WI 53208
414-283-4768
jasonw@milwaukee.k12.wi.us

With a copy to:

Jordan M. Schettle
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2615
jschet@milwaukee.gov

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 Section 20.

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

MKE Rec 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 concerning this Agreement 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 MKE Rec 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 MKE Rec did not disclose this relationship in the application for funding, then MKE Rec will notify Greenprint or MMSD within five days of identifying it.

26. 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.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

Approved as to Form

By: _____
Kevin L. Shafer, P.E.
Executive Director

_____
Attorney for the MMSD

Date: _____

GREENPRINT PARTNERS

By: _____
Nicole Chavas
President and COO

Date: _____

CITY OF MILWAUKEE	CITY ATTORNEY APPROVAL/AUTHENTICATION
By: _____ Mayor Cavalier Johnson CITY CLERK _____ James R. Owczarski, City Clerk **Countersigned:** By: _____ Bill Christianson, Comptroller City Common Council Resolution File No. _____	The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the City signatures per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b). By: _____ Name Printed: _____ Title: _____ State Bar No.: _____ Date: _____
MILWAUKEE BOARD OF SCHOOL DIRECTORS By: Dr. Brenda Cassellius Dr. Brenda Cassellius Superintendent of Schools	**MPS AUTHENTICATION** 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. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b). By: _____ Name Printed: Theodore Wegner Title: Contract Law Specialist State Bar No.: 1115517 Date: 04/9/2025