Green Infrastructure Funding Agreement G98005P190

Green Solutions –City of Milwaukee - Eight Green Alleys

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204, 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. Stat. § 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 installations described in the attached project description (Project), up to $1,000,000.00. The District will provide funding after the District receives a Baseline Report for the Project and Maintenance Covenant(s) for the 8 alleyways that constitute the entire Project.

5. Location of Project

The Project will be located in alleys at 8 locations throughout the City of Milwaukee 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 for each alley 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 properties the GI installations will be taking place under this Agreement, 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. Lessons learned.

7. Procedure for Payment

The Funding Recipient shall submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices will provide consultant's 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
AKaminski@mmsd.com

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables as outlined in this Agreement.

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 installed under this Agreement 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 may 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 the applicable public bidding threshold 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(s)

After the completion of construction of the Project, the District shall receive a Maintenance Covenant(s) from the Funding Recipient. The Maintenance Covenant(s) will be limited to the GI installed through the Project. The term of the Maintenance Covenant(s) will be 11 years. The Funding Recipient will cooperate with the District to prepare the Maintenance Covenant(s).

16. Exclusive Agreement

This Agreement is the entire agreement between the Funding Recipient and the District for the Project other than the Maintenance Covenant(s) 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. Stat. §§ 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

By: _____

Kevin L. Shafer. P.E.
Executive Director

Date: _____

CITY OF MILWAUKEE

By: _____

Jerrel Kruschke, P.E.
Commissioner

Date: _____

Approved as to Form

_____
Vincent R. Bauer
Attorney for the District

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Green Solutions – City of Milwaukee - Eight Green Alleys

Project Description

The City of Milwaukee proposes to construct green alleys by installing permeable pavers at 8 alleys located in areas bounded by the following streets as shown in Figure 1:

- W. Fond du Lac Ave., W. Meinecke St., W. Wright St., N. 22nd St., N. 23rd St.
- W. Greenfield Ave., W. Orchard St., S. 22nd St., S. 23rd St.
- W. Fiebrantz Ave., W. Hope Ave., N. 62nd St., N. 63rd St.
- W. Hopkins St., W. Townsend St., N. 22nd St., N. 23rd St.
- W. Highland Ave., W. Juneau Ave., N. 26th St., N. 27th St
- W. Appleton Ave., W. Chapman Pl. W. Nash St., W. Potomac Ave.
- E. Bradford Ave., N. Prospect Ave., N. Stowell Ave., E. Webster Pl.
- W. Keefe Ave., W. Townsend St., N. 46th St., N. 47th St.

The total amount of alley area that is removed and replaced is approximately 98,488 sq. ft., of which, approximately 21% or 20,576 sq. ft. will consist of permeable paver area.

As part of the Project, the entire lengths of the alleys will be excavated and removed and pavers will be installed in the center four feet of each alley, over a 4-inch strip of bedding layer placed over a 2-foot deep storage area of clean AASHTO #2 stone. The stone will be installed to capture and store stormwater. Stormwater runoff from the adjacent land use such as garages and surface runoff will percolate through the pavers and into the storage area. A layer of geogrid separator will be placed directly under the pavers to provide stability and the entire storage layer will be encapsulated in a geosynthetic fabric to prevent debris from migrating into the layer and to hold the system together.

For each green alley, 6-inch diameter perforated underdrain will be installed within the storage layer and be connected to a catch basin(s) located at the end(s) of each alley to convey treated stormwater to the storm or combined sewer. The existing catch basins will also be used as an overflow structure, if ever needed.

It is anticipated that the peak flow to the storm/combined sewers in the Project areas will be reduced as a result of the green alleys constructed as part of this Project. Approximately 669,578 gallons may be captured within the storage layer and removed from the storm/combined sewer system. The Funding Recipient will be able to maintain and monitor the green alleys to ensure the efficiency of the paver systems. It is anticipated that the green alleys will remove approximately 65% of total suspended solids and 35% of total phosphorus.

Schedule

The Funding Recipient will complete the project by December 31, 2026.

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. Educational signs will be placed at each alley explaining the functions and benefits of the Best Management Practices as well as indicating that the GI installations were partially funded by the District.

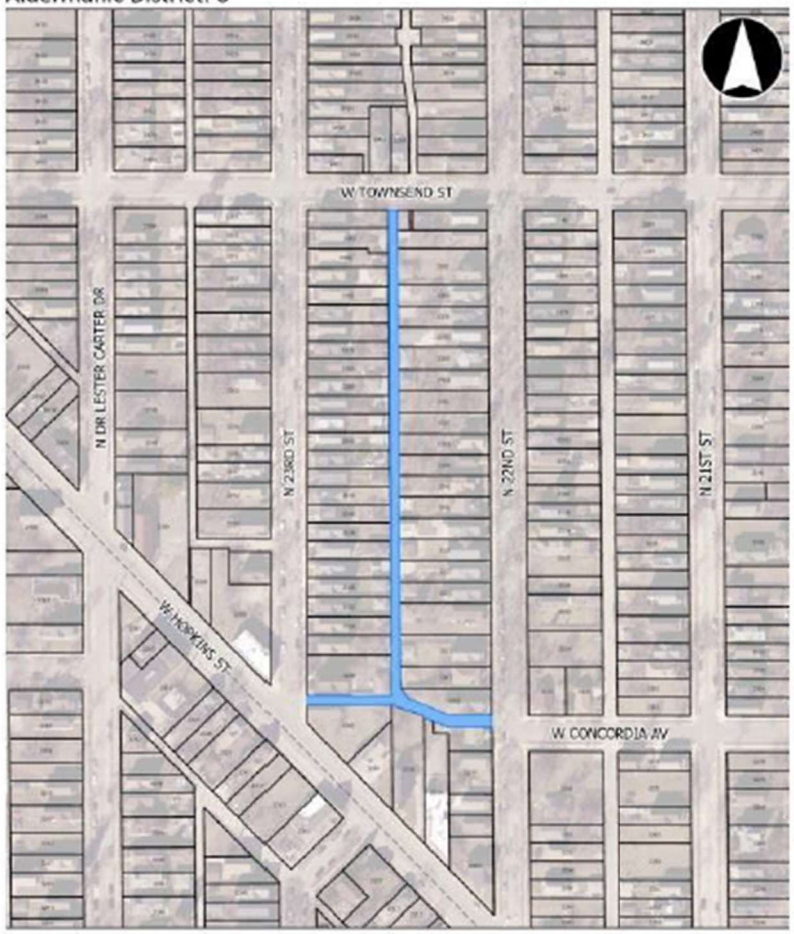
Figure 1

City of Milwaukee – Eight Green Alleys

3/9/2026

Alley Bounded By W Hopkins St, W Townsend St, N 22nd St, N 23rd St

Aldermanic District: 6



3/11/2026

Alley Bounded By W. Fiebrantz Ave., W. Hope Ave., N. 62nd St., N. 63rd St

Aldermanic District: 2

4/27/2026

Alley bounded by W. Appleton Ave., W. Chapman Pl., W. Nash St., W. Potomac Ave.

Aldermanic District: 10

3/10/2026

Alley Bounded By W. Highland Ave., W. Juneau Ave., N. 26th St., N. 27th St

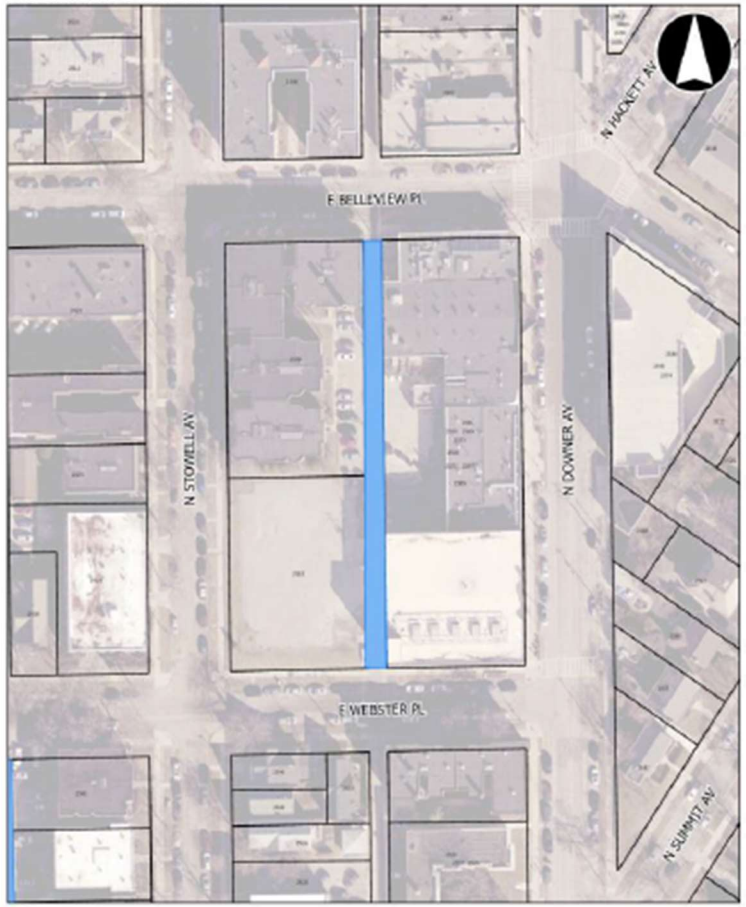
Aldermanic District: 15

4/28/2026

Alley Bounded By W. Keefe Ave., W. Townsend St., N. 46th St., N. 47th St.

Aldermanic District: 7

4/27/2026

Alley bounded by E. Bradford Ave., N. Prospect Ave., N. Stowell Ave., E. Webster Pl.

Aldermanic District: 3