

Document Number	Document Title
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PARK LEASE

Document Title

LEASE
NORTHWEST SIDE COMMUNITY DEVELOPMENT
CORPORATION

Recording Area

Name and Return Address

Jeremy R. McKenzie
Assistant City Attorney
841 N. Broadway, 7th Floor
Milwaukee, WI 53202

Tax Key Number:

See Exhibit A

Drafted By:
Jeremy R. McKenzie
Assistant City Attorney

TABLE OF CONTENTS

	<u>Page</u>
1. Recitals	1
2. Leased Premises.....	1
3. Term.....	2
4. Termination of Lease	2
5. Termination for Convenience	2
6. Rent/Additional Consideration	2
7. Use; Including Provisions Relating to Recreational Activities Under §895.52.....	2
8. TENANT Permitting Rights for the Park	3
9. Compliance with Laws and Regulations; Environmental; Nondiscrimination.....	4
10. Recreational Immunity Under §895.52.....	4
11. Insurance	5
12. Indemnification; Waiver of Subrogation	5
13. Public Records.....	6
14. Possible Restrictions/Encumbrances	6
15. Maintenance of Premises and Improvement; Notice of Damage	6
16. Special Trash Pick-Up Provisions	7
17. Improvements by TENANT	8
18. Leasehold Mortgages; Construction Liens	8
19. Utilities; Police and Fire Protection.....	8
20. Property Taxes, Assessments, Fees & Charges	8
21. RACM Entry Rights	9

22.	RACM Audit Rights	9
23.	Defaults and Remedies	9
24.	Condemnation or Damage of Premises.....	10
25.	No Beneficial Interest	10
26.	Right to Assign and Sublet	11
27.	Fixtures and Personal Property on Premises.....	11
28.	Waiver.....	11
29.	Governing Law	11
30.	Notices	11
31.	Commissioner	12
32.	Severability of Provisions	12
33.	Captions	12
34.	Entire Agreement	13
35.	Signage; Brochures	13

- EXHIBIT A: Legal Description of Premises
- EXHIBIT B: Concept Plans
- EXHIBIT C: Insurance Requirements
- EXHIBIT D: Green Tech Station Maintenance Plan

LEASE

THIS LEASE, is made and entered into as of this ___ day of _____, 2018, (the “Effective Date”) and is by and between **THE REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE** (“RACM”) and **NORTHWEST SIDE COMMUNITY DEVELOPMENT CORPORATION** (“NWSCDC”)(the “TENANT”).

RECITALS

- A. RACM owns certain real estate and improvements located at 4101 North 31st Street, in Milwaukee, Wisconsin (the “Premises”), more particularly described in **Exhibit A** attached hereto, and to be known as “Green Tech Station.”
- B. TENANT wants to lease the Premises from RACM per the terms hereof, so TENANT can put the Premises to use for the purposes set forth in this Lease which, TENANT and RACM believe will, among other things, add amenities to Green Tech Station resulting in increased use and enhanced green infrastructure and educational opportunities consistent with promoting the general welfare.
- C. TENANT intends, at its cost, to install various new improvements at the Premises substantially consistent with the concept plans attached as **Exhibit B**, including, but not limited to, green infrastructure and other landscaping as described in final plans approved by RACM (the “New Improvements”).
- D. TENANT and RACM are bound by other contractual agreements set forth by funding agencies including the United States Environmental Protection Agency (USEPA), Milwaukee Metropolitan Sewerage District (MMSD), the United States Forest Service Great Lakes Restoration Initiative (GLRI), and Fund for Lake Michigan (FFLM).
- E. RACM is willing to lease the Premises to TENANT on the terms and conditions set forth herein.
- F. RACM authorized entry into this Lease and approval of the installation and construction of the New Improvements at the Premises by RACM Resolution 10731 passed August 23, 2018. The Common Council approved the Lease by Common Council Resolution _____ passed **September 25, 2018**.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, RACM and TENANT agree as follows:

1. **Recitals**. The recitals above are hereby agreed to.

2. **Leased Premises.** Subject to the terms hereof, RACM does hereby lease to TENANT the real property and improvements located at the Premises.
 - A. **Recording of Lease.** In its discretion, RACM may record this Lease (or evidence thereof) in the Milwaukee County Register of Deeds Office; and TENANT agrees to cooperate with RACM in that regard.
 - B. **RACM Leases to TENANT.** Subject to all the terms and conditions in this Lease, RACM hereby leases to TENANT and TENANT hereby leases from RACM on an **AS-IS, WHERE-IS BASIS**, and with all faults and defects, known or unknown, discovered or to be discovered, the real property, improvements and appurtenances located in Milwaukee and herein called the Premises.
 - C. **Exclusivity/Nonexclusivity.** The Premises are being leased to TENANT on a non-exclusive basis subject to TENANT's limited rights as specified in Section 7 and 8 of this Lease.
3. **Term.** The term of this Lease (the "Term") shall be 10 years, commencing on _____, 2018 and terminating on _____, 2028, unless sooner terminated as herein provided. Two 5-year extensions are available upon mutual agreement by TENANT and RACM.
4. **Termination of Lease.** Upon the expiration or earlier termination of this Lease, TENANT shall peaceably and quietly deliver, yield up, and surrender possession of the Premises to RACM. TENANT shall remove from the Premises upon expiration or termination, and be responsible for, all personal property situated thereon, and leave the Premises in substantially the same or better condition as it was on the Effective Date. Any property not so removed shall, at RACM's option, either become the sole property of RACM or be stored on-site or off-site at TENANT's expense. The New Improvements shall become the property of RACM upon termination of the Lease.
5. **Termination for Convenience.** Notwithstanding anything to the contrary contained herein (including, but not limited to, any provision in the "condemnation" section below), RACM may, in its sole discretion, and without cause, and for any reason, including no reason, terminate this Lease at any time upon one year's advance written notice to TENANT. RACM agrees that it will not exercise its rights under this Section 5 until the expiration of TENANT's 10 year maintenance obligations found the Green Infrastructure Funding Agreement (MMSD Contract No. W96001P23) and the Green Solutions Funding Agreement (M03076P62) between TENANT and the Milwaukee Metropolitan Sewerage District. This Section 5 is a material provision without which, RACM would not have entered into this Lease.
6. **Rent/Additional Consideration.** In lieu of monetary rent, as consideration for this Lease, TENANT shall construct and install the New Improvements at the Premises and shall assume responsibility for routine maintenance of the Premises and the New Improvements pursuant to Section 15 of this Lease.

7. **Use; Including Provisions Relating to Recreational Activities Under §895.52.** Subject to shared use with the general public for a park open to the public, TENANT shall have the right to use and occupy the Premises solely for the following uses:
- A. Recreational activities, as defined in Wis. Stat. §895.52(1)(g) (as the same may be amended from time to time), that are consistent with activities generally associated with other public parks in Milwaukee County and other open green space in the City of Milwaukee and that are in compliance with federal, state and local law, regulations and ordinances (“Recreational Activities”).
 - B. Educational and artistic activities including, but not limited to, educational field trips, research, workforce training, placement of art, and musical and theatrical performance based activities that are in compliance with federal, state and local law, regulations and ordinances (“Artistic Activities”).
 - C. Activities that are controlled and supervised by TENANT, or assignees of TENANT pursuant to Section 26 of this Lease, (herein called “Tenant-Controlled Activities”). Tenant-Controlled Activities may include activities that are not Recreational Activities or Artistic Activities and may include exclusive use of a portion of the Premises by TENANT for a temporary period.
 - D. Use of the Premises shall be limited to pedestrian-friendly users and to emergency, maintenance and utility related transportation vehicles.

TENANT uses of the Premises (including Tenant-Controlled Activities) must, in any event, be lawful and in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Americans With Disabilities Act (including laws, regulations or ordinances requiring permits and/or licenses), and must be conducted so as not to unreasonably interfere with neighbors. No other uses may be permitted without RACM’s prior written consent.

8. **TENANT Permitting Rights for the Park.** To promote the orderly use and enjoyment of the Premises by the general public, TENANT may, in its discretion, adopt a permit system whereby members of the general public apply to TENANT for a permit to exclusively use a designated area of the Premises, for a temporary, specified period, for a lawful “Recreational Activity,” “Educational or Artistic Activity” or “Tenant-Controlled Activity” as allowed in Section 7. Any use for which TENANT issues a permit (while temporarily exclusive) must otherwise be in compliance with this Lease, including the provisions in Section 7. If TENANT elects to engage in such permitting, the following restrictions shall apply:
- A. TENANT shall not charge for the issuance of permits any amount beyond an amount sufficient to cover TENANT’s reasonable expenses associated with TENANT’s permitting process and with the issuance of the particular permit.

- B. The permit shall only allow the permittee the right to exclusively use a designated portion of the Premises for a temporary period (in all cases, less than 72 hours) and TENANT shall notify RACM's Executive Director ("Executive Director") of said events in advance. TENANT may not allow anything that is unlawful or outside of the uses for which TENANT has authority to conduct under this Lease;
- C. TENANT's permit process shall provide written notice to applicants advising applicants and permittees: (i) that use is limited to "Recreational Activities," "Educational and Artistic Activities" and "Tenant-Controlled Activities" as defined in Section 7; (ii) that they must comply with all federal, state, and local laws, regulations, and ordinances; (iii) that TENANT may not authorize applicants or permittees to possess or consume alcoholic beverages on the Premises; and (iv) that they may not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, or contaminants on any part of the Premises.
- D. TENANT may require permit applicants and/or recipients: (i) to sign waivers and releases; (ii) to assume financial and legal responsibility for their and their guests' acts, omissions, damages, etc.; and/or (iii) to provide evidence of insurance that TENANT may specify – in which case any waiver or release or acceptance of responsibility or insurance that TENANT requires shall also expressly run to RACM's benefit and protect and cover RACM to the same extent as TENANT.

9. Compliance with Laws and Regulations; Environmental; Nondiscrimination.

- A. TENANT shall, at its sole cost and expense, comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter enforced or applicable to its respective existence at, or use, occupancy, or improvement, including but not limited to the Americans With Disabilities Act (including repair or maintenance) of, any part of the Premises.
- B. TENANT shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants or contaminants (collectively, "Contaminants") on any part of the Premises other than conventional items such as cleaning materials which must nonetheless be stored, used, discharged, and disposed of in strict compliance with all applicable federal, state, and local laws, rules, and regulations.
- C. TENANT is leasing the Premises on an "**AS IS, WHERE IS**" basis.
- D. TENANT shall be responsible (i) for remediating any Contaminants or environmental pollution on any part of the Premises caused by TENANT or its permittees, and (ii) for repairing any damage (environmental, physical, structural, or otherwise) to the Premises caused by TENANT or its permittees.

- E. TENANT must obtain RACM's prior written approval before conducting any environmental testing or investigation on or at any part of the Premises.
- F. TENANT shall not, with respect to its use and occupancy of the Premises and with respect to its issuance of permits for the Premises to members of the public, discriminate against any person on the basis of race, sex, sexual orientation, creed, national origin or identity, color, religion, marital status, age or handicap.

10. Recreational Immunity Under §895.52.

- A. RACM and TENANT intend on each of RACM and TENANT being protected by Wis. Stat. §895.52 (and any successor statute thereto) to the greatest extent possible.
- B. TENANT may not charge any admission fee for spectators or participants at any event on the Premises unless the event is a Tenant-Controlled Activity.
- C. TENANT agrees to comply with any duty it may have under Wis. Stat. §101.11.

11. Insurance. TENANT shall obtain and maintain in place during the entire Term, at its expense (as additional rent hereunder), insurance as described in strict compliance herewith:

- A. **General Liability, Property, and Other Coverage.** General liability insurance that protects exposures associated with the operations of TENANT and its use of the Premises and its maintenance operations at the Premises including, but not limited to: liability for Tenant-Controlled Activities at the Premises; contractual liability protection for the risks assumed by TENANT in this Lease; and property insurance for TENANT-owned property. TENANT shall also obtain and maintain in place during the entire Term: workers compensation insurance, employers liability insurance and other insurance coverage in the types and amounts set forth in **Exhibit C**, attached hereto.
- B. **Policies.** All policies shall be endorsed to protect RACM and TENANT as their interests may appear. All policies shall be obtained by TENANT under valid and enforceable standard form policies issued by responsible insurance companies licensed to do business in the State of Wisconsin. Certificates and actual policies evidencing insurance coverage shall be provided to RACM. The insurance company shall be required to provide RACM with 60-day written notice of any cancellation, non-renewal, or material change in the coverage required or provided hereunder.
- C. **RACM Named As Additional Insured On All Contractor and Subcontractor Policies.** TENANT shall require, and any contractor or subcontractor providing work or materials to the Premises shall provide, the minimum types and limits of

insurance set forth on **Exhibit C** and shall name RACM as an additional insured on said policies.

12. **Indemnification; Waiver of Subrogation.** In addition to any liability TENANT may have to RACM as a result of TENANT breach of any of its duties hereunder, notwithstanding anything to the contrary contained herein, TENANT also agrees to indemnify and save RACM harmless from and against any and all loss or claims, or damage or injury to persons (including death), property, or business, sustained in or about, or to, the Premises, and resulting from or attributable to the following:
- A. The intentional or negligent acts or omissions of TENANT, its officers, directors, employees, agents, or contractors. Providing, however, that – subject to subparagraph B below –RACM is not hereby imposing any contractual liability on TENANT to indemnify RACM for any loss, claim, damage, or injury caused or suffered by members of the public engaged in public use of the Premises, or by persons who are members of the public at events for which TENANT has issued a permit under Section 7 of this Lease; and/or
 - B. A Tenant-Controlled Activity (including, but not limited to, activities that only involve TENANT, its officers, directors, employees, agents or contractors).

RACM hereby waives, however, any and all rights of recovery against TENANT for any loss or damage to the extent, and only to the extent, RACM actually receives payment from TENANT's insurer toward the particular loss or damage. If the amount RACM collects from TENANT's insurer is less than the total loss or damage to RACM, then RACM's waiver shall only be a partial one.

13. **Public Records.** TENANT acknowledges that RACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Lease are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. TENANT further acknowledges that it is obligated to assist RACM in retaining and producing records that are subject to the Wisconsin Public Records Law and that the failure to do so shall constitute a material breach of this Lease, and that TENANT must defend and hold RACM harmless from liability under that law. Except as otherwise authorized under Wisconsin's Public Records Law, TENANT's records regarding this Lease and administration of the Lease shall be retained for 7 years.

14. **Possible Restrictions/Encumbrances.**

- A. **No Title Report.** RACM is, as indicated, leasing the Premises to TENANT on an “**AS IS, WHERE IS**” basis (except as otherwise provided herein). RACM has not obtained or provided to TENANT any title insurance commitment or title insurance policy with respect to the Premises. If TENANT wants such, it can acquire such on its own at its expense.

- B. **MMSD Easement.** TENANT acknowledges that MMSD has an easement interest in the Premises, that includes the exclusive right to use the two fenced off areas on the Premises as well as access to and across the Premises for ingress and egress to the fenced in easement areas. TENANT agrees not to interfere with MMSD uses of MMSD's easement rights and shall coordinate TENANT's activities on the Premises with MMSD in order to minimize any disruptions to MMSD's uses of MMSD's easement areas.
- C. **Other.** RACM retains the right to devote portions of the Premises to uses for utilities and other easements necessary for public welfare and convenience, as determined by the Commissioner.

15. Maintenance of Premises and Improvements; Notice of Damage.

- A. **Maintenance of Premises and Improvements by TENANT.** TENANT shall be responsible, at its expense, for all routine or non-routine, capital or non-capital, repair, husbandry and maintenance of the Premises and improvements on the Premises, including, the New Improvements and other improvements existing at the Premise on the Effective Date, ("Existing Improvements"). "Existing Improvements" shall not include any improvements removed by RACM pursuant to subsection B. The Existing Improvements and New Improvements shall be collectively referred to herein as the "Improvements." The foregoing includes, but is not limited to, TENANT being responsible for, at its expense:
 - (1) Picking up litter, trash and rubbish at the Premises on a routine basis so as to keep the same clean and litter-free.
 - (2) Removing snow and ice from the entire width of sidewalks along the perimeter of the Premises, and from walkways at the Premises in accordance with Milwaukee Code of Ordinances §§116-8 and 116-16.
 - (3) Promptly removing graffiti from the Premises and Improvements.
 - (4) Mowing any grass, including grass between the curb and sidewalk, on a regular basis.
 - (5) Removing weeds and pruning trees, bushes and vegetation at the Premises, and fertilizing, on an as-needed basis.
 - (6) Repairing and restoring any damage to the Premises or Improvements, as practicable and within a reasonable time.
 - (7) Electrical and plumbing repairs and maintenance work typically associated with reasonable husbandry.

- (8) Properly preparing the Premises and Improvements for winterization, weather and change of seasons.
- (9) Keeping the Premises and Improvements in good and clean condition.
- (10) Maintenance Activities outlined in **Exhibit D**.

Notwithstanding the foregoing, TENANT shall not be responsible for the maintenance of the existing MMSD infrastructure or the existing or improved perimeter fence surrounding the Property.

B. **Improvements Removed by RACM.** Any RACM-owned improvements located on the Premises on the Effective Date that are inconsistent with the concept plans attached as Exhibit B shall be removed by RACM, at its expense, as soon as possible after the Effective Date and prior to TENANT's installation of the New Improvements. RACM-owned improvements that are consistent with the concept plans shall remain the property of RACM and RACM shall have the responsibility to maintain RACM-owned improvements.

C. **Notice of Damage/Repair to RACM.** TENANT shall provide prior written notice to RACM of any repair or maintenance work required of TENANT that is estimated to cost over \$10,000 or that may materially affect the structure or appearance of any Improvements at the Premises and obtain RACM's prior written approval before undertaking any such repair or maintenance work.

16. **Improvements by TENANT.** With the exception of maintenance and repair work required of TENANT under Section 15 and installation of the New Improvements, TENANT shall not make any alterations or additions to the Premises without RACM's prior written consent and without first having obtained all other necessary approvals and permits. (See Section 30 of this Lease regarding approval by RACM).

17. **Leasehold Mortgages; Construction Liens.** TENANT has no right to mortgage, pledge as collateral or hypothecate its interest in this Lease, or in any part of the Premises, or in any buildings, improvements, or fixtures at the Premises. TENANT shall take all actions and precautions required to ensure that the Premises do not become attached by, or with, any lien, including, but not limited to, any construction lien, or lien of or by any laborer, contractor, subcontractor, materialman, or supplier (including any lien under Subch. I of Wis. Stat. Ch. 779) relating directly or indirectly to any work that TENANT (or anyone claiming by, through or under TENANT) may perform or have done at the Premises. TENANT shall indemnify, defend and hold harmless RACM and the Premises of, from and against, any such lien which may attach, or be asserted against, the Premises, together with all costs in connection therewith.

18. **Utilities; Police and Fire Protection.** TENANT is responsible for all utility costs, including the cost of bringing utilities to the Premises, associated with use of the Premises

during the Term of this Lease including sewer, water, and electricity including the cost of any separate metering required for the utilities. The City of Milwaukee shall provide police and fire protection to the Premises to the same extent and on the same basis it provides same to other citizens of the city.

19. Property Taxes, Assessments, Fees and Charges.

A. In that the Premises are owned by RACM, the Premises are property-tax exempt under Wis. Stat. §70.11(2). See, especially, last sentence of §70.11(2), “[l]easing the property exempt under this subsection, regardless of the lessee and the use of the leasehold income, does not render that property taxable.” If the Premises subsequently become, under state law, in the City Assessor’s opinion, subject to general property taxes during the Term hereof, however, TENANT shall be responsible for, and timely pay, such taxes, with the understanding that TENANT may dispute such by following the procedure set forth in Wis. Stat. § 74.35(2m).

B. Unless otherwise entitled to lawful exemption, TENANT shall pay all taxes, assessments, charges, and fees levied or assessed upon the Premises or its own personal property and its own trade fixtures on, or at, the Premises.

C. TENANT shall pay any special charge, special assessment, special tax, or fee that may be levied against the Premises at any time during the Term. Said charges, assessments, taxes and fees expressly include those both known and unknown as of the Effective Date of this Lease.

20. RACM Entry Rights. RACM has the right, without notice, to enter the Premises at any time. And, notwithstanding the foregoing, RACM (and its contractors) shall have the right to be on the Premises at any time without notice to inspect, maintain, repair, replace or reconstruct any RACM utilities or improvements now or hereafter at the Premises. RACM’s entry, in any event, shall be conducted in such a way so as to minimize interference or disruption of TENANT’s (or anyone claiming by, through or under TENANT) lawful use and occupancy of the Premises. In addition to the foregoing, RACM also expressly retains (and does not waive) all rights available to it at law to enter and inspect the Premises (or any part thereof) including, but not limited to, all legal rights of RACM’s building inspectors, health inspectors, fire inspectors, electrical inspectors, assessors, fire and police personnel, etc. to enter and inspect.

21. RACM Audit Rights. TENANT shall keep accurate and complete books, records, and accounts with respect: (i) to TENANT’s finances; (ii) to the Premises and the Lease (iii) to use and occupancy of and events at the Premises; and (iv) to maintenance and repair undertaken by TENANT with respect to the Premises and the Improvements. Those books, records and accounts shall be made available to RACM for its review and inspection upon RACM’s request. TENANT shall provide to RACM, at TENANT’s expense, and upon RACM’s demand, copies of any:

- (a) of the aforementioned books, records and accounts;
- (b) agreement, permit, or license with respect to special events at or use of the Premises (or any part thereof);
- (c) invoices or contracts relating to TENANT repair or maintenance work;
- (d) articles of incorporation or bylaws of TENANT (or any amendment to the same);
or
- (e) insurance policy TENANT has or had in place hereunder.

RACM has the right to have an auditor (whether an employee of RACM's Comptroller Office or an independent auditor) review and audit any of the above.

22. Defaults and Remedies. TENANT shall be in default of this Lease under the following circumstances:

- A. TENANT fails to perform any of its covenants or duties under this Lease and such failure is not cured by TENANT (i) with all due dispatch after written notice from RACM to TENANT if the failure jeopardizes health, safety or welfare and poses a substantial immediate threat of danger or injury; and (ii) in all other cases, within 30 days after written notice from RACM to TENANT (or if such failure is not of a type that can reasonably be corrected within 30 days, then if TENANT fails to commence promptly and proceed with due diligence to correct such failure);
- B. TENANT is adjudged bankrupt or TENANT files a petition or answer seeking bankruptcy, insolvency status, or reorganization of TENANT under federal or state bankruptcy or insolvency law or TENANT consents to the appointment of a receiver to administer TENANT or its affairs, or TENANT dissolves or institutes any proceeding for dissolution or termination;
- C. TENANT makes any sublease, assignment, transfer, hypothecation, conveyance or other disposition of its interest in the Premises (or any part thereof) without RACM's prior written consent;

In the event of any default by TENANT hereunder, TENANT hereby authorizes and empowers RACM to exercise any right or remedy available to RACM under Wisconsin law, or in equity, or hereunder, including, without limitation, (i) the right to terminate this Lease or take possession of the Premises (or any part of it) without terminating this Lease, (ii) the right to have a receiver appointed by a court to manage the Premises (or parts of it), (iii) the right to evict TENANT and anyone claiming by, through, or under TENANT, from the Premises (or parts of it), (iv) the right, if RACM evicts or removes TENANT (or anyone claiming by, through, or under TENANT) from the Premises (or any part of it), to store personal property of TENANT (or anyone claiming by, through, or under TENANT) in a storage facility or public warehouse at the sole cost of TENANT.

23. Condemnation or Damage of Premises.

- A. Condemnation or Damage That Terminates Lease.** If the Premises (or a significant part thereof) are at any time during the Term condemned by any public authority with the power of eminent domain (or are voluntarily transferred in lieu of, or under threat of, condemnation), or if the Premises are damaged by fire or some other cause so as to render – in RACM’s reasonable opinion (which shall be reached by RACM within 90 days of the condemnation, transfer, or damage, and after consultation with TENANT) – all or any significant portion of the Premises untenable or unfit for the continued use and purpose of TENANT, and for the carrying out of TENANT’s operations and use at the Premises, this Lease shall be deemed terminated as of the date of the condemnation or transfer or loss. In such event, the proceeds from any condemnation award or insurance shall be payable to RACM, providing, however, that TENANT shall be entitled to any award or insurance directly relating to TENANT’s personal property (including TENANT’s trade fixtures and moveable equipment), to TENANT’s leasehold interest, and/or to any tenant-relocation award or benefit that the condemning authority or insurer may award or pay to TENANT.
- B. Waiver; Participation.** In the event of any condemnation or damage pursuant to subsection A., above, TENANT waives any claim for damage or compensation from RACM. TENANT shall have the right, to the extent of its tenant-interest, or insurable interest, as the case may be, to participate in any condemnation proceedings or the settlement of any insurance claim.
- 24. No Beneficial Interest.** No provision herein calling for sharing in insurance or condemnation proceeds, and no other provision of this Lease, shall constitute, or be deemed to be evidence of: TENANT having any beneficial ownership of the Premises (or any part thereof, or in any land, fixtures, improvements, or buildings thereat); or any partnership or agency relationship between TENANT and RACM. The sole relationship hereunder between TENANT and RACM is merely that of tenant (TENANT) and landlord (RACM).
- 25. Right to Assign and Sublet.** TENANT may NOT assign this Lease or sublet any portion of the Premises without RACM’s prior written consent, providing, however, that, subject to the terms and conditions of this Lease, TENANT may, under Section 8, issue permits. While TENANT may assign its rights to hold Tenant-Controlled Activities on the Premises pursuant to Section 7.C., such assignment must also receive prior written consent from RACM.
- 26. Fixtures and Personal Property on Premises.** In addition to the New Improvements and subject to the terms hereof, TENANT may, with prior approval of the Commissioner, install and affix to the Premises such trade fixtures, moveable equipment and personal property as TENANT may deem desirable, which shall remain TENANT’s sole property. TENANT shall have the right at any time during the Term of this Lease, to remove or change, at TENANT’s sole expense, any of its trade fixtures, moveable equipment and personal property at the Premises, providing, however, that (with the exception of temporary repairs, maintenance, upgrades and replacements) TENANT shall not remove any such item that would compromise any Improvements or utility facilities on the

Premises and providing further that, in all cases, TENANT shall, at its expense, promptly repair any damage caused by or attributable to any removal or change by TENANT of its trade fixtures, equipment or personal property. The New Improvements and Existing Improvements shall be the sole property of RACM unless otherwise agreed in writing by RACM and TENANT.

27. **Waiver**. No delay, waiver, omission or forbearance on the part of either party to exercise any right, option, duty or power arising out of any breach or default by the other party of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or power, as against the other party for any subsequent breach or default by that party.
28. **Governing Law**. This Lease shall be construed according to the laws of the State of Wisconsin.
29. **Notices**. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by United States mail, with postage prepaid thereon, to the respective addresses set forth below, or if sent by e-mail to the respective e-mail address set forth below. Either party may by like notice at any time, and from time to time, designate a different address or e-mail to which notices shall be sent. Notices given in accordance with these provisions shall be deemed given and received (a) when personally served, or (b) if e-mailed during business days when RACM Hall is open for business during business hours (8:30 a.m.- 4:30 p.m.), when e-mailed, or (c) if mailed, three days after the postmark on such notice, in accordance with this Section.

To RACM:

RACM
Attention: Executive Director
809 North Broadway, 2nd Floor
Milwaukee, WI 53202
Phone: (414) 286-8682
Email: dmisky@milwaukee.gov

Copy to:

Jeremy R. McKenzie
RACM Attorney's Office
800 RACM Hall
200 East Wells Street
Milwaukee, WI 53202
Phone: (414) 286-2601
Email: jmcken@milwaukee.gov

To TENANT:

Howard Snyder, Executive Director
 NWSCDC
 4201 North 27th Street, 7th Floor
 Milwaukee, WI 53216
 Phone: (414) 444-8200
 Email: hsnyder@nwscdc.org

- 30. **Executive Director.** Unless otherwise provided for herein, all submissions to RACM and all approvals or consents required to be obtained under this Lease from RACM, as landlord, shall be submitted to or obtained from the Executive Director, or his designee. This Section shall not apply to amendments to this Lease which must be approved by RACM's Board of Directors.
- 31. **Severability of Provisions.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Lease, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- 32. **Captions.** The captions in this Lease are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.
- 33. **Entire Agreement.** This Lease constitutes the entire agreement between the parties hereto and may not be amended or altered in any manner except in writing signed by both parties.
- 34. **Signage; Brochures.** Any signage to be placed at the Premises for longer than one year must first be approved by each of TENANT and RACM. TENANT also agrees to include on any of its brochures or pamphlets advertising or concerning TENANT's operations or programs at the Premises evidence of RACM ownership of the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

<p>NORTHWEST SIDE COMMUNITY DEVELOPMENT CORPORATION</p> <p>By: _____ Its: _____</p>	<p>REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE</p> <p>_____ Lois Smith, Chairperson</p> <p>_____ David Misky, Assistant Executive Director/Secretary</p>
--	--

STATE OF _____)
)ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2018, the above named _____, the _____ of _____ to me known to be such person who executed the foregoing instrument and acknowledged the same in such capacity.

Print Name: _____
Notary Public, State of _____
My Commission: _____

**Milwaukee City Attorney
Approval and Authentication**

Jeremy R. McKenzie, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the RACM representatives above, and also authenticates the signatures of each of the above RACM representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: _____
JEREMY R. MCKENZIE
Assistant City Attorney
State Bar No. 1051310

Date: _____

EXHIBIT A

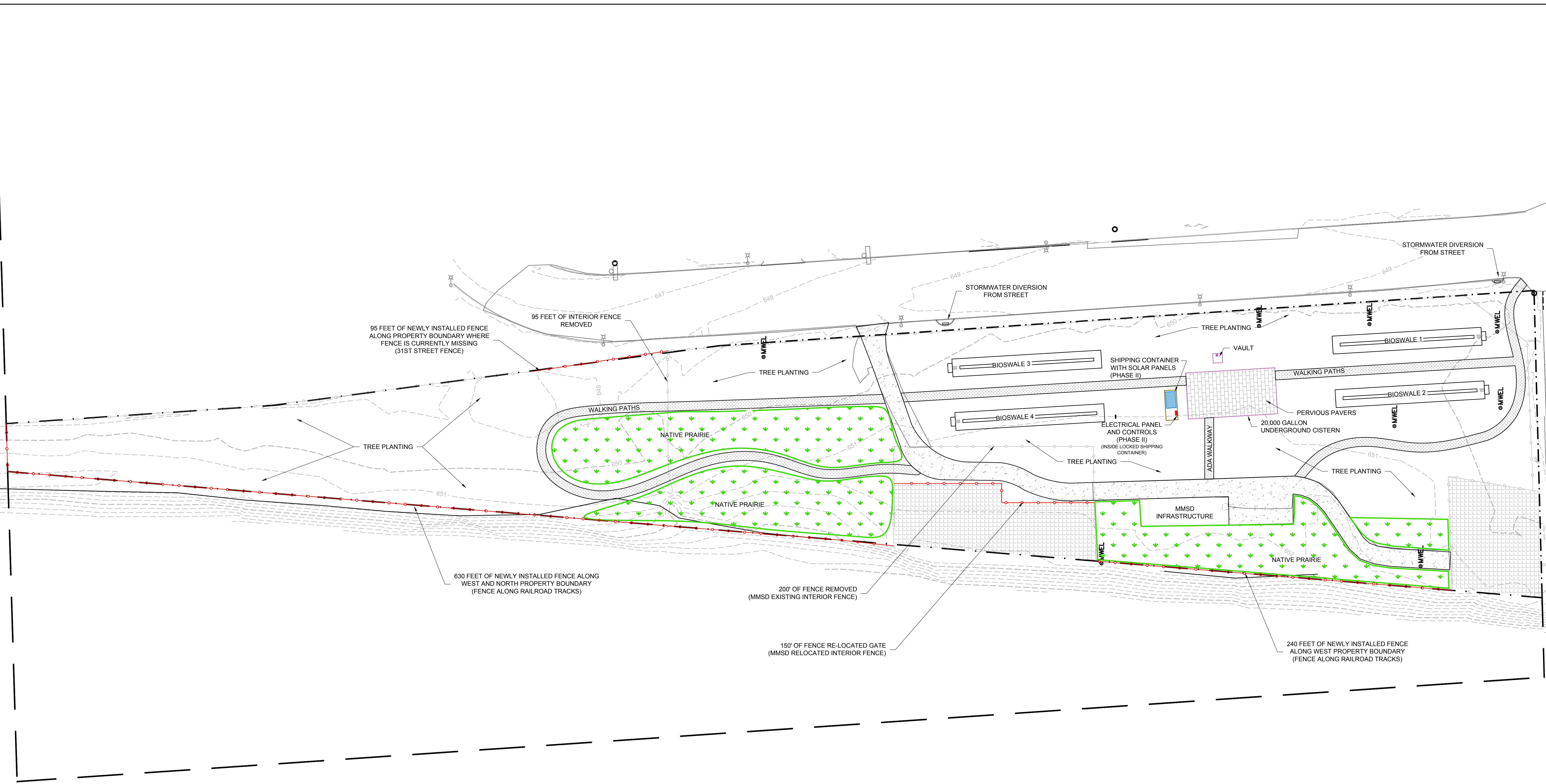
Legal Description of the Premises

LANDS IN SE 1/4 SEC 1-7-21 COM E LI OF RR ROW & N LI RESUBD CAPITOL DEVELOPMENT SUBD - TH E ALG N LI SD SUBD 52.75' TO PT OF BEG-TH E ALG N LI SD SUBD 207.40' - TH NWLY & PAR TO E LI SD RR ROW 547.84' - TH NWLY 300.66' TO PT 240' MEAS AT RT ANGLES TO E LI SD RR ROW TH NWLY & PAR T E LI SD RR ROW 181.20' TO E-W 1/8 LI SD 1/4 SEC -TH W ALG SD 1/8 LI TO PT 1060' E OF W LI SD 1/4 SEC -TH SWLY TO PT OF BEG. BID #37

EXHIBIT B

Concept Plans

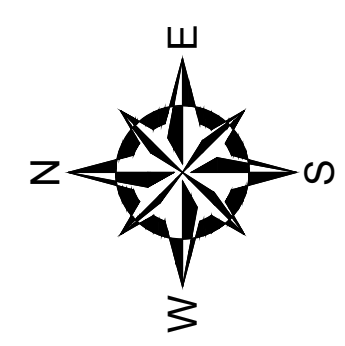
©2018 - GZA GeoEnvironmental, Inc. GZA-1513746.02 DESIGN & SOIL INVESTMENT PLAN (SHEET) 31ST DESIGN PLANING PROPOSED AUGUST 16, 2018 10:45 AM KBA WCH



LEGEND

	APPROXIMATE SITE BOUNDARY
	EXISTING FENCE LINE
	NEW FENCE TO INSTALL
	EXISTING MAJOR CONTOURS
	EXISTING MINOR CONTOURS
	CRUSHED GRANITE GRAVEL PATHWAYS
	ASPHALT DRIVEWAY
	PERVIOUS PAVERS
	FENCED IN AREAS - NOT TO BE DISTURBED
	NATIVE PRAIRIE PLANTING
	WOODCHIPS

- NOTES**
1. BASE MAP OBTAINED FROM KAPUR AND ASSOCIATES, INC. SURVEY DATED APRIL 10, 2013.
 2. FENCE ALONG 31ST STREET AND THE INTERIOR MMSD FENCE SHALL BE COMPLETED PRIOR TO CONSTRUCTION ACTIVITIES. THE FENCE ALONG THE RAILROAD TRACKS SHALL BE COMPLETED AFTER SITE GRADING IS COMPLETE.
 3. NEW FENCE TO MATCH EXISTING TYPE AND HEIGHT (CHAIN LINK FENCE).
 4. FOUNDATION FOR SUPPORT OF FENCE POLES SHOULD FOLLOW MANUFACTURERS INSTALLATION AND SPACING.



NO.	ISSUE/DESCRIPTION	BY	DATE

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GREEN TECH STATION
4101-4131 NORTH 31ST STREET
MILWAUKEE, WISCONSIN

PROPOSED SITE LAYOUT

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PROJECT MANAGER: OBG - O'Brien & Gere 234 W. Florida Street Milwaukee, Wisconsin			
PROJ MGR: KLK	DESIGNED BY: KLK	REVIEWED BY: JDG	CHECKED BY: JDG	FIGURE
DATE: AUGUST, 2018	DRAWN BY: KLK	PROJECT NO.: 20.0153746.02	SCALE: see above	REVISION NO.
				3
				SHEET NO. 3 OF 10

EXHIBIT C

Insurance Requirements

Insurance certificates must be sent for inspection and approval prior to the tenant's occupancy of the Premises and prior to any work being performed at the Premises by contractors or subcontractors of the tenant. Certificates should be sent to: RACM, 809 North Broadway, 2nd Floor Milwaukee, WI 53202-3617.

A. General Requirements

A certificate of insurance acceptable to RACM evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, RACM has the authority to declare this Contract terminated.

All policies shall state that RACM shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by RACM for the duration of this Contract.

Insurance companies must be acceptable to RACM and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form, other than professional liability as noted below.

If subcontractors are used, each must meet all requirements in sections A and B.

B. The minimum insurance requirements are as follows:

(1) Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence

Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.
- RACM shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Medical Expense	\$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- RACM shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to RACM upon request.

(4) Umbrella (Excess) Liability

Umbrella (excess) Liability	\$2,000,000 per occurrence
	\$2,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

EXHIBIT D

Green Tech Station Maintenance Plan



Proactive by Design

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

247 W. Freshwater Way
 Suite 542
 Milwaukee, WI 53204
 T: 414.831.2539
 www.gza.com



DRAFT
SITE OPERATIONS AND MAINTENANCE PLAN
Green Tech Station
4101-4131 North 31st Street
(GZA File No. 20.0153746.03)

BACKGROUND

The proposed Green Tech Station redevelopment is located at 4101-4131 North 31st Street in the City of Milwaukee, Wisconsin (“Site”). The 2.9-acre, triangular-shaped Site is currently fenced and primarily vacant with limited Milwaukee Metropolitan Sewerage District (MMSD) structures located on the western and southern portions of the Site. The Site is adjacent to a railyard and was formerly utilized for bulk petroleum storage.

The Green Tech Station Project is designed to operate as an educational green infrastructure destination with public outreach, skills training, and educational programming, which also manages, through green infrastructure, a significant amount of stormwater runoff that would otherwise enter the combined sewer system. The Site and Site vicinity are located within an area of Milwaukee prone to flooding and basement backups during precipitation events. The Site is proposed to be redeveloped with green infrastructure stormwater management systems to capture stormwater runoff from the Site and the adjacent 31st Street right-of-way. The stormwater will infiltrate through pervious surfaces on the Site or be diverted to one of four proposed bioswales on the southeastern portion of the Site. The bioswales are designed to filter the stormwater runoff, which will then be stored in an underground cistern for future irrigation of the trees and native prairies planted as part of Site redevelopment.

Environmental Site Assessment (ESA) activities performed at the Site identified a number of environmental issues, including the former presence of aboveground storage tanks (ASTs), surficial and subsurface soil impacts, and limited groundwater impacts. Over the past several years, the Redevelopment Authority of the City of Milwaukee (RACM) received United States Environmental Protection Agency (USEPA) funding to investigate the extent of soil and groundwater impacts, work with the community to assess potential redevelopment options, and remediate the Site with a feasible end use goal. A remedial approach for the Site was developed in collaboration with the Wisconsin Department of Natural Resources (WDNR) which, based on the impacts present at the Site, consisted of capping the impacted soils to prevent direct contact with the soils.

REDEVELOPMENT DESIGN SUMMARY

The Site’s Brownfield redevelopment design includes removal of the existing surficial debris, excavation and relocation of petroleum-affected soils, placement of an engineered cap to prevent direct contact with the consolidated petroleum-affected soils, and the construction of approximately 400 linear feet of bioswales, a 20,000-gallon underground cistern for rainwater storage, walking paths, and a permeable paver demonstration area. The Site layout is designed to be conducive with measuring the quantity and quality of the Site’s stormwater management using green infrastructure systems.



The Site and the proposed stormwater infrastructure and vegetation are to be maintained in accordance with the following Operations and Maintenance (O&M) Plan by the entity whom leases the Site (Tenant) from the entity whom owns the Site (Owner). Currently, the Redevelopment Authority of the City of Milwaukee (RACM) is the Site Owner.

OPERATIONAL PLAN DESCRIPTION

Low-level petroleum-affected soils excavated during construction of the green infrastructure features will remain along the northern portion of the Site under an engineered cap and the majority of the green infrastructure will be located on the south half of the Site. Generally, the Site will be graded to direct stormwater flow toward the bioswales. Two curb cuts within the adjacent right-of-way will be installed to divert stormwater from 31st Street into the bioswales. Underground piping will outlet the stormwater from the street into the bioswale weir structures. Stormwater runoff will percolate through the bioswales and route through a perforated underdrain to an underground vault structure. Because the depth to groundwater is shallow at the Site, a submersible pump located within an underground vault structure will pipe stormwater up into the 20,000-gallon underground cistern. To reduce sedimentation within the cistern, the stormwater will pass through a filter cartridge prior to entering the cistern. Stormwater retained within the cistern will be utilized as non-potable, irrigation water for the on-Site trees and vegetated landscaping. A second pump will route water from the cistern through a second filter cartridge and then distribute the harvested stormwater through a drip irrigation system and to a spigot with a removable handle hose bibs and non-potable water signage. Excess stormwater will be forced to drain into the existing street stormwater inlets within 31st street. The bioswales and vault do not have an active or passive discharge to the existing storm sewer on the street. Water that enters the bioswale percolates through the engineered media and flows to the vault. During the winter months or when required for cistern maintenance activities, the cistern and vault water will be pumped up and out of the vault and cistern.

Engineered Remedial Cap Design

During the construction process, soils with detected concentrations of polycyclic aromatic hydrocarbons (PAHs) that exceed the WDNR's direct contact residual contaminant levels (RCLs) will be encountered and will require handling and management procedures. These soils will be managed by placing them in a consolidated area on-Site that will be covered by an engineered barrier or cap. The environmental cap will consist of a minimum of 12 inches of soil generated on-Site that do not exceed direct contact RCLs, asphalt, or concrete. The location of the cap will be within the northern portion of the Site and will be planted with a variety of trees. The soil management activities will be completed in accordance with the Soil Management Plan approved by the WDNR.

Stormwater Diversion Design

Two stormwater diversion inlets will be installed to capture stormwater runoff along a portion of the abutting 31st Street. The street diversion inlets will require a new curb cut closer to the Site boundary to provide space for new concrete pavement that will slope toward the inlet grates. A 4-inch pipe will direct stormwater runoff collected from the street in the inlet grates to the bioswale weir structures on-site. The concrete weir structures are designed to fill the bioswales equally at a steady rate. The weirs are designed to be easily cleaned and maintained. When the stormwater reaches the top of the weir spillway, the water flows over boulders and cobbles into the bioswale.

Bioswale Design

The bioswales are designed to capture the stormwater runoff from both ground surfaces and street. Approximately 2 feet of engineered soil (70% sand and 30% compost) and plantings will act as the initial filter for the stormwater runoff before permeating through a geotextile fabric to the bottom layer of the bioswale. The bottom "storage" layer of the bioswale will consist of well-graded, coarse aggregate stone with an impermeable liner to capture and store stormwater. A 4-inch, perforated underdrain within the stone layer will be equipped with cleanout riser pipes, two per bioswale, and will route



the stormwater to the vault structure. Water entering the vault will only contain filtered stormwater from the bioswale. Bioswale overflow will discharge to the existing stormwater inlets located within 31st Street, which connect directly to the municipal storm sewer.

Cistern Design

A vented, 5-foot by 5-foot, concrete vault structure will house the incoming stormwater piping from the bioswales, conduit piping for controls, two submersible pumps, a filtration system, and distribution pipe connections. The vault will be hydraulically connected to the cistern via a 6-inch PVC pipe. The 20,000-gallon (total retention and detention storage capacity) Aquablox[®] cistern will be comprised of HDPE blocks with approximate dimensions of 30 feet by 60 feet by 1.5 feet positioned near the concrete vault structure. The blocks will be wrapped in two layers of geotextile fabric and an impermeable liner with booted and sealed watertight penetrations and overlaps to retain water storage and prevent cistern leakage. The vault will act as a sediment trap in the event that sediment particles bypass the bioswale. A submersible pump with a float switch and floating inlet will push water that has collected within the vault through a filter cartridge and into the cistern.

To promote the full draining of the cistern prior to freezing temperatures, the irrigation pump will have its intake at the bottom of the cistern to ensure the cistern water is pumped to the lowest level. The vault and cistern will be manually pumped dry which then they will be disconnected and drained. The street stormwater drains will be equipped with a valve which can be closed to prevent stormwater and snow melt from accessing the bioswales during winter months when the pumps are disconnected. Additionally, pervious pavers will be placed at the ground surface above the footprint of the cistern with a separate underdrain system connection to the vault which will also be equipped with a valve to not allow the pavers to drain into the vault during winter months.

Distribution System Design

Distribution piping will be routed from a submersible pump in the vault structure through a water filtration system before reducing to a galvanized pipe and spigot intended for demonstration purposes on-Site, or to the drip irrigation system that will supply water to trees planted on the Site. The spigot will be a ¾-inch galvanized steel riser pipe with a removable handle hose bib and signage indicating that the water is non-potable. Note that the water from the cisterns will be utilized exclusively for irrigation purposes and will not be utilized for drinking, flushing toilets, or commercial/industrial purposes. The distribution system will be equipped with a drain located in the vault to evacuate water in the line prior to freezing temperatures.

MAINTENANCE PLAN DESCRIPTION

As indicated previously, the Site's environmental cap and stormwater management system, including the street diversion, bioswales, cistern, and distribution system, will be maintained by the Tenant of the Site. The majority of the Site's infrastructure will not require frequent maintenance throughout most of the year; however, periodic inspections and seasonal maintenance will be required as specified in the following sections.

Engineered Remedial Cap Design

The WDNR-approved engineered cap area will be required to be maintained as constructed. The soil that comprises the soil cap area must maintain a depth approved by the WDNR in the Soil Management Plan. If a change in Site land use should significantly affect or alter the original cap design, all proposed environmental cap alterations will need to be approved by the Owner and ultimately the WDNR prior to the start of construction activities. In addition to the cap maintenance requirements, other continuing obligations may be required by the WDNR upon regulatory case closure of the Site, which will need to be upheld by the Tenant and Owner.

Stormwater Diversion Maintenance



The street diversion inlet areas and weir structures shall be inspected regularly and cleared of debris as necessary. The two inlet grates along the street will require cleaning at least twice a year. The 4-inch street connection piping shall be inspected, cleaned, and back-flushed as necessary. The 4-inch drain pipe connected to the bioswale weirs are equipped with a valve which will be turned during winter months to reduce off-Site stormwater from entering the Site or bioswales.

Bioswale Maintenance

Stormwater is intended to infiltrate freely through the bioswale media and into the underdrain pipe network. The bioswale shall be monitored at least monthly for clogging/fouling of the top 4 inches of the media. Deteriorating organic material (plant leaves, grass clippings, etc.) should be removed and properly disposed when observed. The graded slopes and adjacent ground surfaces shall be monitored for evidence of erosion and shall be stabilized with vegetation and/or other erosion control methods to prevent potential fine-grained material contribution into the bioswale. The bioswale cleanouts require annual inspection and cleaning if necessary; however, additional inspection will be required if the Tenant observes frequent flooding or stormwater overtopping the bioswale(s). Removal of the lid of the cleanouts is required to visually inspect for debris. If the piping appears to be clogged, place a filter basket at the end of the piping in the vault structure (to prevent additional debris from entering the cistern) and clean out the blockage within the underdrain.

Ground Cover and Prairie Maintenance

Areas between the planted trees will be vegetated with a seed mixture of birdfoot trefoil and clovers with annual oats. This mixture is intended to be a low maintenance ground cover which will thrive in dry conditions. The native prairie areas will be a mixture of native grasses and flowers. Maintenance for the vegetated covers will consist of annual cutting until the vegetation is well established. During the first year of planting, year 2019, the Site should be mowed down approximately five times to keep weeds from growing. The second year, year 2020, the Site should receive approximately three to four mowing. After the third year, the planting may be well established and further maintenance may require no mowing or mowing once per year.

Cistern Maintenance

The vault structure shall be inspected for sediment and debris build-up bi-annually. Significant sediment accumulation should be removed with a vacuum as needed. Damage to infrastructure and/or equipment may occur if sediment accumulation is neglected.

To prepare the cistern for the winter conditions, the vault and cistern shall be pumped dry. The pumps should be drained and the connection lines disconnected during the winterization process. Note that the lid of the vault shall remain in place unless maintenance activities are in process.

Distribution System Maintenance

The submersible pump system should be inspected monthly during operations to check that the system is operating as designed (pressure, flow rate, functionality, etc.). If the pumping system is not operating correctly, the pump should be removed from the vault and disconnected from power source before repairs commence. The distribution piping system shall also be drained from the valve in the vault prior to the winter months to prevent damage within the distribution lines. Additional maintenance related to the power supply system, submersible pumps, controls, regulators, and other equipment should follow the manufacturers' recommendations and specifications.

Miscellaneous Site Maintenance

General maintenance and repairs of green infrastructure, equipment, and landscaping on-Site is the responsibility of the Tenant. The perimeter fencing that surrounds the Site remains the responsibility of the Owner; however, the Tenant must inspect the fence for breaches and notify the Owner if significant damage is observed. The interior fencing surrounding



the MMSD infrastructure on-Site remains MMSD's responsibility. Tenant must keep the Site locked and secured when the Site is unoccupied.

Groundwater monitoring wells are the Owner's responsibility and should not be accessed by the Tenant. If damage of the monitoring wells is observed, the Tenant must notify the Owner immediately. Additionally, MMSD requires that a minimum of 4 feet of soil remain above the several underground MMSD utility lines that exist beneath the Site.

MAINTENANCE TASK LIST

The following is a summary of the previously described maintenance tasks the Tenant is responsible for, listed based on the required or recommended occurrence frequency.

Regular Operational Maintenance (Summer Months)

1. Keep Site locked and secured when the Site is unoccupied.
2. Keep vault lid closed/in place unless maintenance activities are in process to prevent objects, animals, and/or humans from falling into the vault.
3. Regularly inspect street diversion inlets, weir structures, bioswales, and vault structure for debris, sediment, clogging, fouling, or deteriorating organic material. Remove debris if present.
4. Inspect, clean, and back-flush the 4-inch street diversion connection piping as needed.
5. Regularly monitor bioswale slopes and adjacent ground surface for evidence of erosion. Stabilize eroded areas with vegetation and/or other erosion control methods as needed.
6. Sweep pervious pavers as needed to clear debris from surface.
7. Inspect the submersible pump system during operational months to check that the system is operating as designed (pressure, flow rate, functionality, etc.).
8. Monitor Site fencing and monitoring wells for damage.
9. Vegetated cover will consist of annual cutting until the vegetation is well established. During the first year of planting, year 2019, the Site should be mowed down approximately five times to keep weeds from growing. The second year, year 2020, the Site should receive approximately three to four mowing. After the third year, the planting may be well established and further maintenance may require no mowing or mowing once per year.

Seasonal (Bi-Annual) Maintenance

Pre-Winter/Autumn

1. Mow Site, including native vegetation areas.
2. Clean the two street diversion inlet grates and close valve in 4-inch drain pipe connection within the street diversion to reduce stormwater flow to the Site during the winter months.
3. Pump the water out of the vault.
4. Disconnect and drain the pump and distribution lines in the vault structure.

Post-Winter/Spring

1. Weed native planting areas.
2. Clean street diversion inlet grates.



3. Inspect filters and replace if needed.
4. Reconnect pump and distribution line connections.
5. Open valves in 4-inch street diversion drain pipe.
6. Inspect vector controls

Annual Maintenance

1. Remove the lid of the bioswale cleanouts to visually inspect for debris and clean (as necessary).

START UP AND SHUTDOWN PROCEDURES

The Site will remain fenced and locked and not accessible to the public. School or organizational groups may rent out the Site through NWSCDC programming, which at that time NWSCDC staff will unlock the gate for those schools or organizations. Within the Site, the vault and pump controls will remain locked. Removable hose bibs will be stored on Site in a secured locked container. Select personnel at NWSCDC, RACAM and the other project partners will have key access to the pump control panel, vault, and hose bibs. Those select personnel will be present during irrigation activities or demonstrations if requested by the schools or organizations.

The pump will be powered by solar and a battery back up system. The battery back up system will be stored in a locked container accessible to those select personnel. During pumping activities, select personnel will be able to unlock the control panel to turn on the pump. When pumping activities are complete, the pump will be turned off, locked and the hose bibs will be removed and stored in the locked container. NWSCDC will remain on Site until all personnel exit the premises and will lock the gate behind them.

VECTOR CONTROL REQUIREMENTS

To limit or eradicate the mammals, birds, insects, or other arthropods which transmit disease pathogens, from entering the vault structure, a series of requirements are implemented for the Site. The Vault is equipped with a series of openings which have opening sizes large enough for vectors to enter the system. To control those vectors, the entrance will be covered and locked at times when the Vault is not being serviced and the vent pipes will be equipped with mesh screens. The incoming pipes from the street into the weir concrete boxes will also be protected with screens to prevent vectors from entering the pipes.

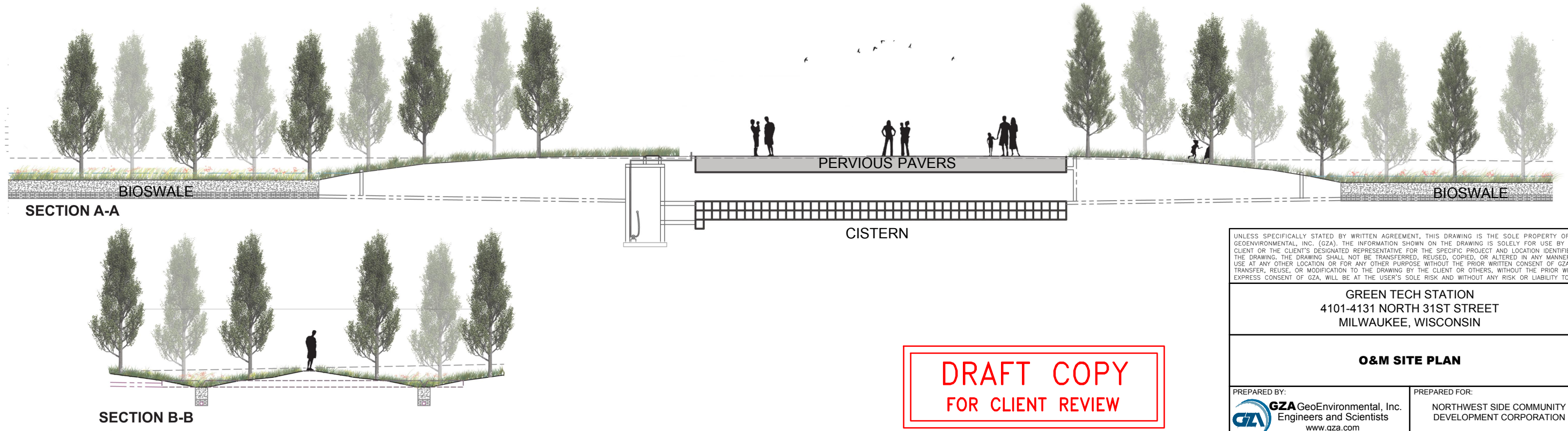
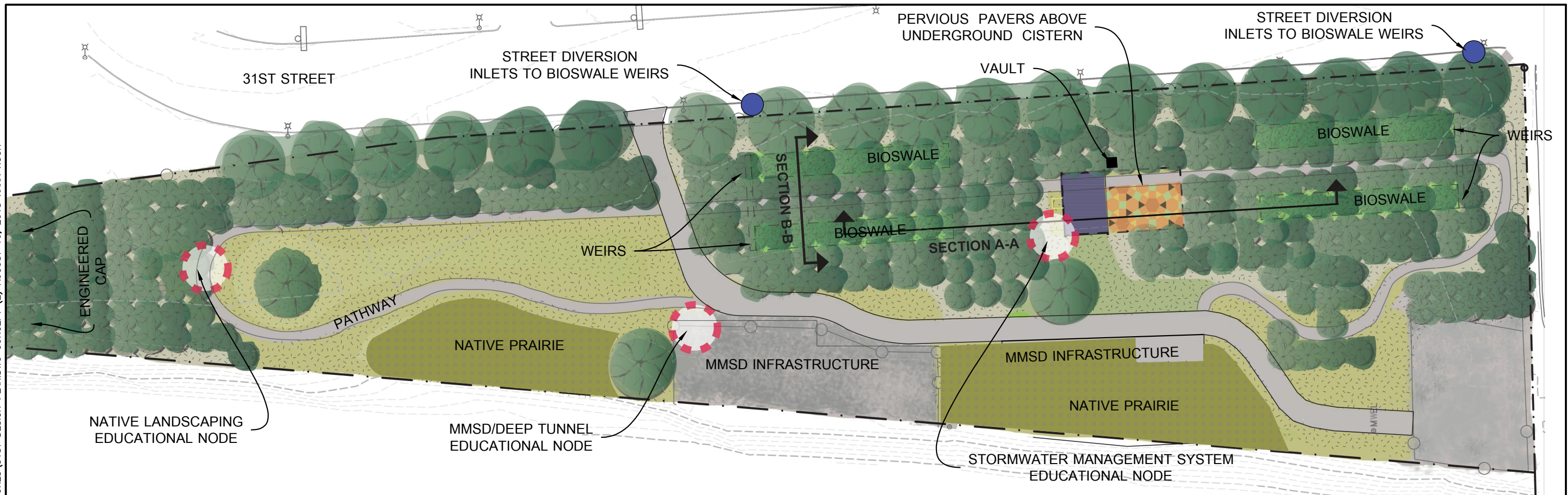
SAFETY HAZARDS

The water re-use system on this Site is non-potable and should be clearly identified as so. Hose bibs should be clearly labeled as non-potable and be equipped with a removable key that is stored in a locked container. Labels shall be inspected annually and replaced as needed.

CONTINGENCY PLAN

In the unlikely event that this Site O&M Plan is determined to be infeasible to maintain, a new curb can be installed to prevent street stormwater runoff onto the Site. The outlet riser pipe can be removed from the vault structure to ensure incoming water from the bioswales will not be retained and will be discharged directly to the municipal sewer system. The remaining stormwater infrastructure can be deconstructed or abandoned and will not require additional maintenance.

© 2018 - GZA GeoEnvironmental, Inc. GZA-J: 153700T0153799\153746\02 DESIGN & SOIL MNGMNT PLAN\FIGURES\31ST DESIGN PLAN.DWG CONCEPT (2) AUGUST 16, 2018 KARA KOCH



**DRAFT COPY
FOR CLIENT REVIEW**

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GREEN TECH STATION
4101-4131 NORTH 31ST STREET
MILWAUKEE, WISCONSIN

O&M SITE PLAN

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: NORTHWEST SIDE COMMUNITY DEVELOPMENT CORPORATION	
PROJ MGR: KLK	REVIEWED BY: KLK	CHECKED BY: JW	FIG
DESIGNED BY: JW	DRAWN BY: ARD	SCALE: not to scale	1
DATE: AUGUST, 2018	PROJECT NO. 20.0153746.03	REVISION NO.	