



Green Infrastructure Funding Agreement - G98015P08

Lapham Curb Bump Outs

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), located at 7525 West Greenfield Avenue, Room 212, West Allis, WI 53214.

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. sec. 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 pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's Wisconsin Pollutant Discharge Elimination System (WPDES) permit includes a goal of fifty million gallons of GI capture capacity.
- G. The District wants to expedite the amount of GI installed in its service area.
- H. Plans to install GI that supports the District's GI goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when West Allis receives final payment from the District or when the parties terminate this Agreement according to Section 14 of this Agreement.

4. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (Project), up to \$268,489.83. The District will provide funding after the District receives the Baseline Report and the Conservation Easement.

5. Location of Project

The project will be located between West Lapham Street and South 62nd Street as defined in the project description.

6. Baseline Report

After completion of the project, West Allis will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, 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;
- E. a legal description of the property where the project is located, including parcel identification numbers, if a conservation easement is required;
- F. photographs of the completed project;
- G. a maintenance plan;
- H. an outreach and education strategy, including a description of events or activities completed or planned;
- I. an itemization of all construction costs, with supporting documentation;
- J. a Small, Veterans, Women, and Minority Business Enterprise (SWMBE) and Equal Employment Opportunity (EEO) Report as attached and made part of this Agreement.

7. Procedure for Payment

West Allis will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

West Allis will send the Baseline Report and the invoice to:

Andy Kaminski, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless West Allis 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

West Allis will maintain the Project for at least 10 years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then West Allis will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make West Allis ineligible for future District funding until West Allis corrects maintenance problems.

11. Permits, Certificates, and Licenses

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

12. Procurement

West Allis must select professional service providers according to the ordinances and policies of West Allis. West Allis 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 West Allis. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and the ordinances of West Allis.

13. Responsibility for Work, Insurance, and Indemnification

West Allis 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 City of West Allis.

West Allis will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's 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 West Allis. West Allis may terminate this Agreement at any time, but West Allis will not receive any payment from the District if West Allis does not complete the Project.

15. Conservation Easement

After the completion of construction, the District must receive a Conservation Easement from West Allis. The Conservation Easement will be limited to the Project. The term of the Conservation Easement will be ten years. West Allis will cooperate with the District to prepare the Conservation Easement.

16. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in 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 attorney's fees. If the dispute is not resolved within thirty 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. West Allis does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

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

23. Public Records

West Allis will produce any records in the possession of West Allis that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. West Allis will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Melinda K. Dejewski, P.E.
City Engineer

Date: _____

Date: _____

Approved as to Form

Attorney for the District

Lapham Curb Bump Outs

Project Description

The project will install a total of eight bioswales using curb bump outs to both capture stormwater and calm traffic in the area. The bioswales will be installed at the intersection of South 62nd Street and West Lapham Street as shown in Figure One.

Schedule

West Allis will complete the project by December 20, 2024.

Budget

The cost for this project is a not to exceed amount of \$268,489.83.

Outreach and Education

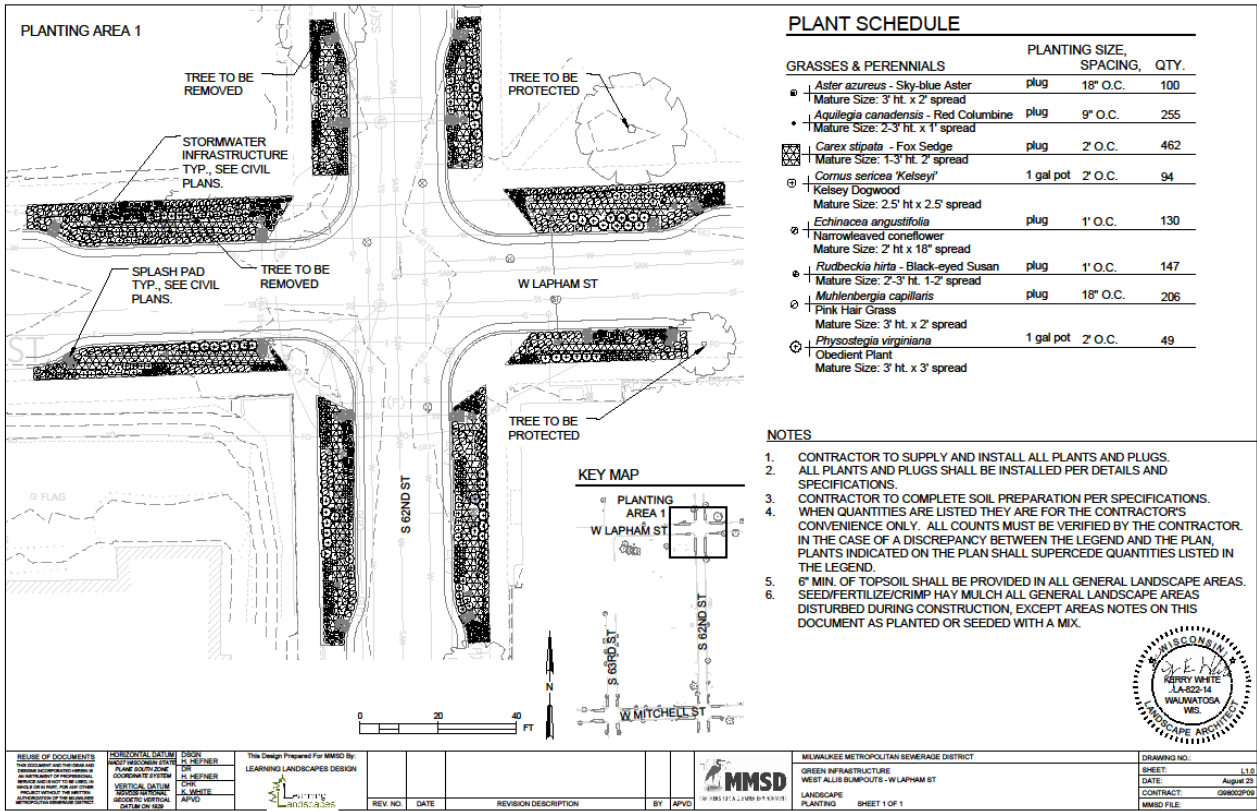
West Allis will post educational signage and describe the project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

Signage will:

1. be either designed and provided by the District or provided by West Allis and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

Figure 1 LAPHAM CURB BUMP OUTS



SWMBE / EEO Data Report
LAPHAM CURB BUMP OUTS

It is the District's policy to encourage equal employment opportunity practices on the part of its suppliers of goods and services. Please use this form to provide employment data for your firm.

Number of Employees

(Report employees in only one category)

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

Local Market Availability

State the percent of minorities and females that are available in the labor market from which you draw your workforce. These figures may be obtained from your local Job Service, State Labor Department, or the U.S. Census Bureau.

The labor market availability figures for the Milwaukee-Waukesha Primary Metropolitan Statistical Area (PMSA) for 2023 are: Minorities 26%, Females 48%.

Local Market Availability: Minorities _____ % Females _____ %

Firm Name _____

Address _____

City/State/Zip _____

Contact Person _____

E-mail Address _____