



## Green Solutions Funding Agreement G98005P33

### West Allis Downtown Parking Lot

#### 1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53227.

#### 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, 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 WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. West Allis plans to install green infrastructure that supports the District's green infrastructure 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 sec. 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 \$89,000. The District will provide funding after the District receives the Baseline Report and the Conservation Easement.

## **5. Location of Project**

The project will be between South 72<sup>nd</sup> Street and South 73<sup>rd</sup> Street, north of Greenfield Avenue. The address of the parking lot is 1352 South 73<sup>rd</sup> Street.

## **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;
- B. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a conservation easement is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. 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 West Allis's employees, contractors, consultants, and volunteers.

## **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:

Andrew Kaminski, 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 ten 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**

The 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.

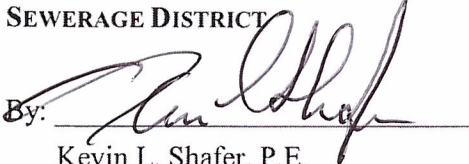
The District will not provide any insurance coverage of any kind for the Project or the West Allis.

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 by 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.

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

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


CITY OF WEST ALLIS

By:   
Peter C. Daniels, P.E.  
City Engineer

Date: 6/12/19

Date: 5/23/19

Approved as to Form

By:   
Attorney for the District

## Green Solutions Funding Agreement G98005P33

### West Allis Downtown Parking Lot

#### Project Description

The West Allis Downtown Parking Lot is currently an asphalt lot. It is 0.46 acres and in poor condition. The original plan was to reconstruct the parking lot and have the stormwater drain to catch basins. After reviewing Green Solutions options, the West Allis decided to design a parking lot utilizing Green Infrastructure. Surface water will drain to 0.17 acres of permeable pavers, which will allow the stormwater to drain through the stone instead of draining directly to the storm sewer. Figure 1 shows the location of the parking lot and the permeable pavers.

To capture the first 0.5" of rainfall, we will be placing at 18" of stone under the permeable pavers. An underdrain will be constructed to drain heavy rainfall events. The WinSlamm Modeling Results are:

Total Paved Parking Lot Area = 0.46 Acres  
Pervious Pavement Area = 0.17 Acres  
TSS Removal = 89.62%  
TP Removal = 84.65%  
% Runoff Reduction = 65.39%

#### Schedule

West Allis will complete construction no later than October 31, 2019.

#### Budget

The estimated cost of the Green Infrastructure portion of this project is \$129,000.

<b>Green Infrastructure Item</b>	<b>Units</b>	<b>Bid Price</b>	<b>Total</b>
Excavation	820 Cu. Yds.	\$32.00	\$26,240
Permeable Interlocking Conc. Pvmt.	7,580 Sq. Ft.	\$6.40	\$48,512
Geotextile Type HR	800 Sq. Yds.	\$2.50	\$2,000
ASTM Number 8 Stone	70 Tons	\$28.00	\$1,960
ASTM Number 57 Stone	140 Tons	\$28.00	\$3,920
ASTM Number 2 Stone	420 Tons	\$23.00	\$9,660
6" Dia. Storm Underdrain	455 Lin. Ft.	\$11.00	\$5,005
Storm Cleanout, PVC, 6-Inch	4 Each	\$600.00	\$2,400

**TOTAL ADDITIONAL COST FOR GREEN SOLUTIONS INSTALLATION = \$99,697**

#### Design & Inspection

Green Solutions	(15% of \$100,000)	\$15,000
Street (AECOM Consultant Estimate)		\$14,000

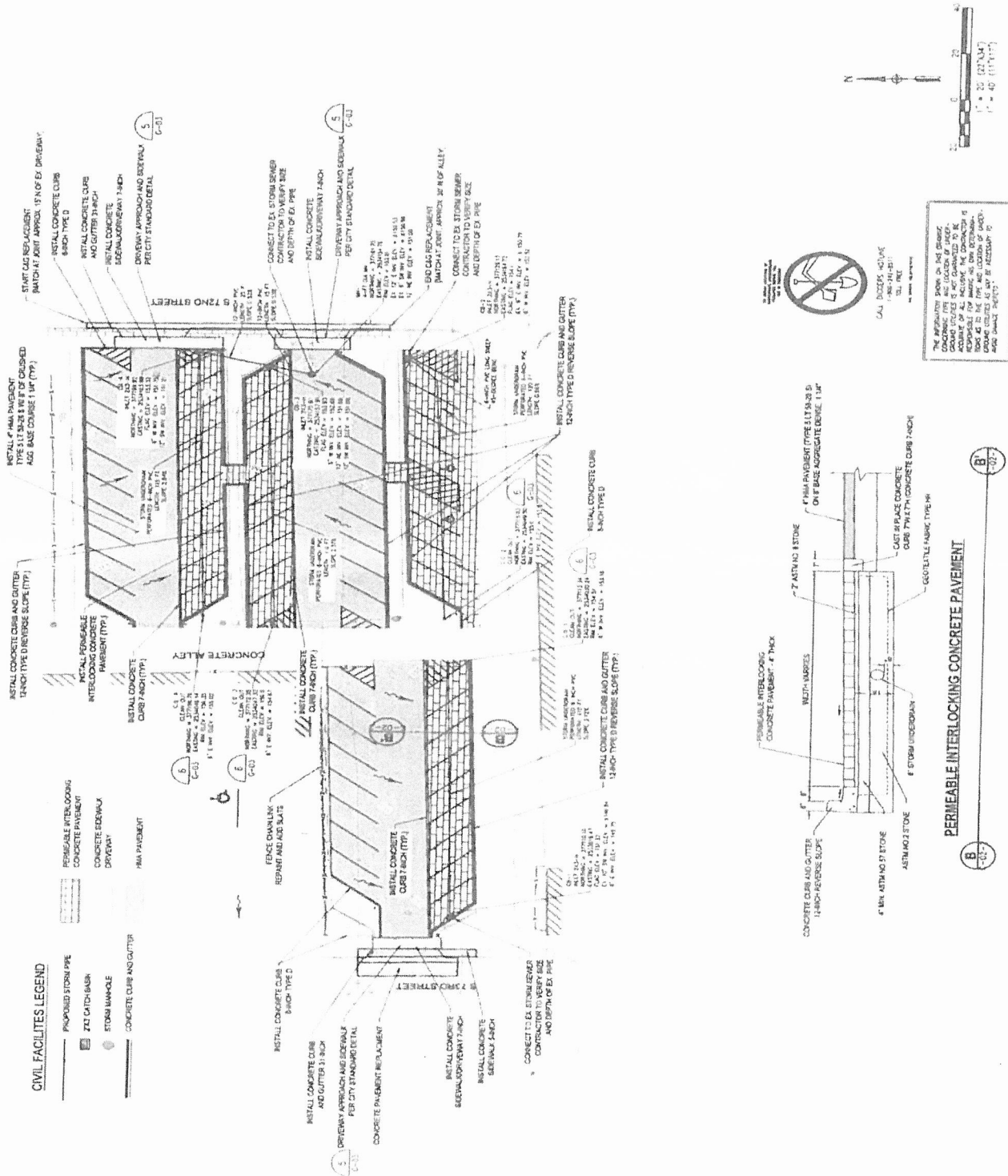
**TOTAL GREEN INFRASTRUCTURE COST (ROUNDED)**  
(Design and Inspection Cost, plus GI pay items cost)

**\$129,000**

**Outreach and Education**

West Allis will post educational signage at the Project site. This signage will acknowledge District funding for the Project. In addition, West Allis will describe the Project and its benefits in a community newsletter or web page.

Figure 1  
West Allis Downtown Parking Lot Permeable Pavers



West Allis Downtown Parking Lot  
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