



## Green Solutions Funding Agreement G98005P96

### **Bioswale at 92<sup>nd</sup> and Mitchell Streets**

#### **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 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, 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 by March 31, 2024.
- 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 \$22,200. The District will provide funding after the District receives the Baseline Report and the Maintenance covenant.

## **5. Location of Project**

The project will be near the intersection of South 92<sup>nd</sup> Street and West Mitchell 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 maintenance covenant 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**

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 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.

## **15. Maintenance Covenant**

After the completion of construction, the District must receive a maintenance covenant from West Allis. The maintenance covenant will be limited to the project. The duration of the maintenance covenant will be ten years. West Allis will cooperate with the District to prepare the maintenance covenant.

## **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 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. 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.

**Signatures on Next Page**

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**CITY OF WEST ALLIS**

By: \_\_\_\_\_

Kevin L. Shafer, P.E.  
Executive Director

By: \_\_\_\_\_

Peter C. Daniels, P.E.  
City Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_

Attorney for the District

## Green Solutions Funding Agreement G98005P96

### **Bioswale at 92<sup>nd</sup> and Mitchell Streets**

#### **Project Description**

West Allis will construct a bioswale at the intersection of West Mitchell Street and South 92<sup>nd</sup> Street. The drainage area has an area of approximately 70,000 square feet with a runoff coefficient of 0.55. This intersection is scheduled to be reconstructed in 2022.

West Allis will replace the existing streets using concrete pavement. A bioswale will be placed on the east end of the project to capture storm runoff. The bioswale area will be 800 square feet. The detention capacity will be 6,000 gallons. Attachment 1 shows the bioswale.

#### **Schedule**

Construction will start in June 2022 and be complete by December of 2022.

#### **Budget**

The budget for the funded green infrastructure elements is \$22,200.00. Attachment 2 identifies details regarding green infrastructure costs. For the total project, the budget is \$1,725,000.

#### **Outreach and Education**

West Allis will post educational signage or 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 and approved by West Allis 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.



Attachment 2  
**Estimated Cost for the Bioswale**

<b>Item</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
10" C900 Storm Sewer	33	Lin. Ft.	\$200.00	\$6,600.00
6" Storm Underdrain	28	Lin. Ft.	\$125.00	\$3,500.00
Pond Excavation	1	Lump Sum	\$3,000.00	\$3,000.00
Cobble Inlet	1	Unit	\$250.00	\$250.00
Engineered Media	21	Cu. Yds.	\$250.00	\$5,250.00
Pea Gravel	5	Tons	\$65.00	\$325.00
No. 1 Clear Stone	20	Tons	\$60.00	\$1,200.00
Cleanouts	2	Units	\$300.00	\$600.00
Pond Catch Basin	1	Unit	\$750.00	\$750.00
Beehive Frame and Grate	1	Unit	\$725.00	\$725.00
<b>Total</b>				<b>\$22,200</b>