



April 17, 2018

Robert Hutter  
City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214

Subject: Green Solutions Funding Agreement M03076P55: West Allis Library  
Parking Lot

Dear Mr. Hutter:

Enclosed is one copy of a fully-executed Green Solutions Funding Agreement  
M03076P55: West Allis Library Parking Lot, for your records.

Should you have any questions, please contact me at (414) 225-2245.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Kaminski', is written over a horizontal line.

Andy Kaminski  
Project Manager

Enclosure

**Milwaukee Metropolitan Sewerage District**

260 W. Seeboth Street, Milwaukee, WI 53204-1446

414-272-5100 [www.mmsd.com](http://www.mmsd.com) 



## Green Solutions Funding Agreement M03076P55

### West Allis Library Parking Lot

This Agreement is between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), with its principal place of business at 7525 West Greenfield Avenue, West Allis, Wisconsin, 53214.

WHEREAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301); and

WHEREAS, the District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, 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; and

WHEREAS, the District's wastewater discharge permit requires one million gallons per year of new green infrastructure retention capacity; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, West Allis plans to install green infrastructure that supports the District's green infrastructure goals;

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows.

#### 1. **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. 12 of this Agreement.

## **2. District Funding**

The District will reimburse West Allis for the cost of the project described in the attached project description (Project), up to \$192,715. The District will provide funding after the District receives the Baseline Report and the Conservation easement.

## **3. Location of the Project**

The Project is in the parking lot of the West Allis Library, 7421 West National Avenue.

## **4. 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) design specifications for the Project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- (c) a legal description of the property where the Project is located;
- (d) photographs of the completed Project;
- (e) a maintenance plan;
- (f) an outreach and education strategy, including a description of events or activities completed or planned;
- (g) an itemization of all construction costs, with supporting documentation;
- (h) a W-9 Tax Identification Number form;
- (i) a Small, Veterans, Women, and Minority Business Enterprise Report; and
- (j) 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.

## **5. 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.

**6. 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.

**7. Modifications to this Agreement**

Any modifications to this Agreement will be in writing and signed by both parties.

**8. 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 the maintenance problems.

**9. 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.

**10. Public Bidding**

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.

**11. 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 any 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.

Nothing contained within this Agreement waives the limitations, defenses, and immunities contained within Wisconsin Statutes, sections 345.05, 893.80 or any other statutory provision. Nothing contained within this Agreement estops West Allis or its insurers from reliance upon these limitations, defenses, and immunities. To the extent that indemnification is available and enforceable, West Allis and its insurer are not liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**12. 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, such as, but not limited to, breach of this Agreement by West

Allis. West Allis may terminate the Agreement at any time, but will not receive any payment from the District if West Allis does not complete the Project.

**13. Conservation Easement**

After the completion of construction, the District must receive a conservation easement from West Allis. The duration of the easement will be ten years. The extent of the easement will be limited to the Project. West Allis will cooperate with the District to prepare the easement.

**14. Exclusive Agreement**

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

**15. Severability**

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

**16. Applicable Law**

The laws of the State of Wisconsin apply to this Agreement.

**17. 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 it is referred to the mediator, then either party may take the matter to court.

**18. Notices**

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

**19. 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 enter into contracts on the District's behalf.

**20. Assignment**

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

**21. Public Records**

West Allis will produce any records in the possession of the 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 any claims, demands, or causes of action resulting from the failure of West Allis to comply with this requirement.

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

By: Kevin L. Shafer <sup>For</sup> <sub>Kevin Shafer</sub>  
Kevin L. Shafer, P.E.  
Executive Director

Date: 4/16/18

Approved as to Form

By: Donna A. Bondi  
Attorney for the District

**CITY OF WEST ALLIS**

By: Peter C. Daniels  
Peter C. Daniels  
Interim City Engineer

Date: 3/28/18

By: Peggy Steeno  
Peggy Steeno  
Director of Finance/Comptroller

Date: 3/28/18

Approved as to Form

By: Scott E. Post <sub>3-28-18</sub>  
Scott E. Post  
City Attorney

Green Solutions Funding Agreement M03076P55

**West Allis Library Parking Lot**

**Project Description**

West Allis will construct a pervious pavement parking lot at the West Allis Library, 7421 West National Avenue. The site has approximately one and one-quarter acre of impervious concrete surface. A drawing of the site is attached.

West Allis will replace the existing concrete parking lot using asphalt pavement and pervious pavers. The asphalt areas will drain to the permeable pavers, which will capture the run-off. The stone areas under the pavers will be designed with capacity to retain up to a three and one-half inch rainfall on the site.

This site is part of the Kinnickinnic River drainage area. The run-off from this site drains to the Kinnickinnic River via the 43<sup>rd</sup> Street ditch.

**Estimated Cost**

<u>Green Solutions Item</u>	<u>UNITS</u>	<u>EST. PRICE</u>	<u>TOTAL</u>
Excavation	2,200 Cu. Yds.	\$25.50	\$56,500.00
Permeable Interlocking Concrete Pavement	13,408 Sq. Ft.	\$15.00	\$58,705.00
30 Mil PVC Gemomebrane Liner	790 Lin. Ft.	\$15.00	\$11,850.00
12 Oz. Non-Woven Protective Geotextile	790 Lin. Ft.	\$8.00	\$6,320.00
ASTM Number 8 Stone	150 Tons	\$26.00	\$3,900.00
ASTM Number 57 Stone	225 Tons	\$25.00	\$5,625.00
ASTM Number 2 Stone	4,700 Tons	\$25.00	\$117,500.00
6" Dia. Storm Underdrain	670 Lin. Ft.	\$65.00	\$43,550.00
<b>TOTAL ADDITIONAL COST FOR GREEN SOLUTIONS INSTALLATION = \$303,950.00</b>			

<u>PARKING LOT ITEM</u>	<u>UNITS</u>	<u>EST. PRICE TOTAL</u>	
Excavation	2,200 Cu. Yds.	\$20.00	\$44,000.00
Pavement Removal	3,767 Sq. Yds.	\$15.00	\$56,505.00
Base Aggregate Dense, 1-1/4"	1,467 Tons	\$25.00	\$36,675.00
HMA Pavement (Type E-0.3)	1,167 Tons	\$60.00	\$70,020.00
Pavement Marking, Epoxy 4-inch (White)	1 Lump Sum	\$8,000.00	\$8,000.00
Catch Basins	2 Units	\$2,500.00	\$5,000.00
Adjust Storm Manhole Frame	1 Each	\$400.00	\$400.00
Inlet Protection Barriers	2 Each	\$50.00	\$100.00

**TOTAL PARKING LOT INSTALLATION COST = \$220,700.00**

<u>DESIGN AND INSPECTION</u>	<u>EST. PRICE TOTAL</u>	
Pervious Surface and Storage Design & Inspection (15% of \$303,950)	\$45,592.50	
Parking Lot Design & Inspection (15% of \$220,700)	\$33,105.00	

**TOTAL PROJECT ESTIMATED COST = \$603,347.50**

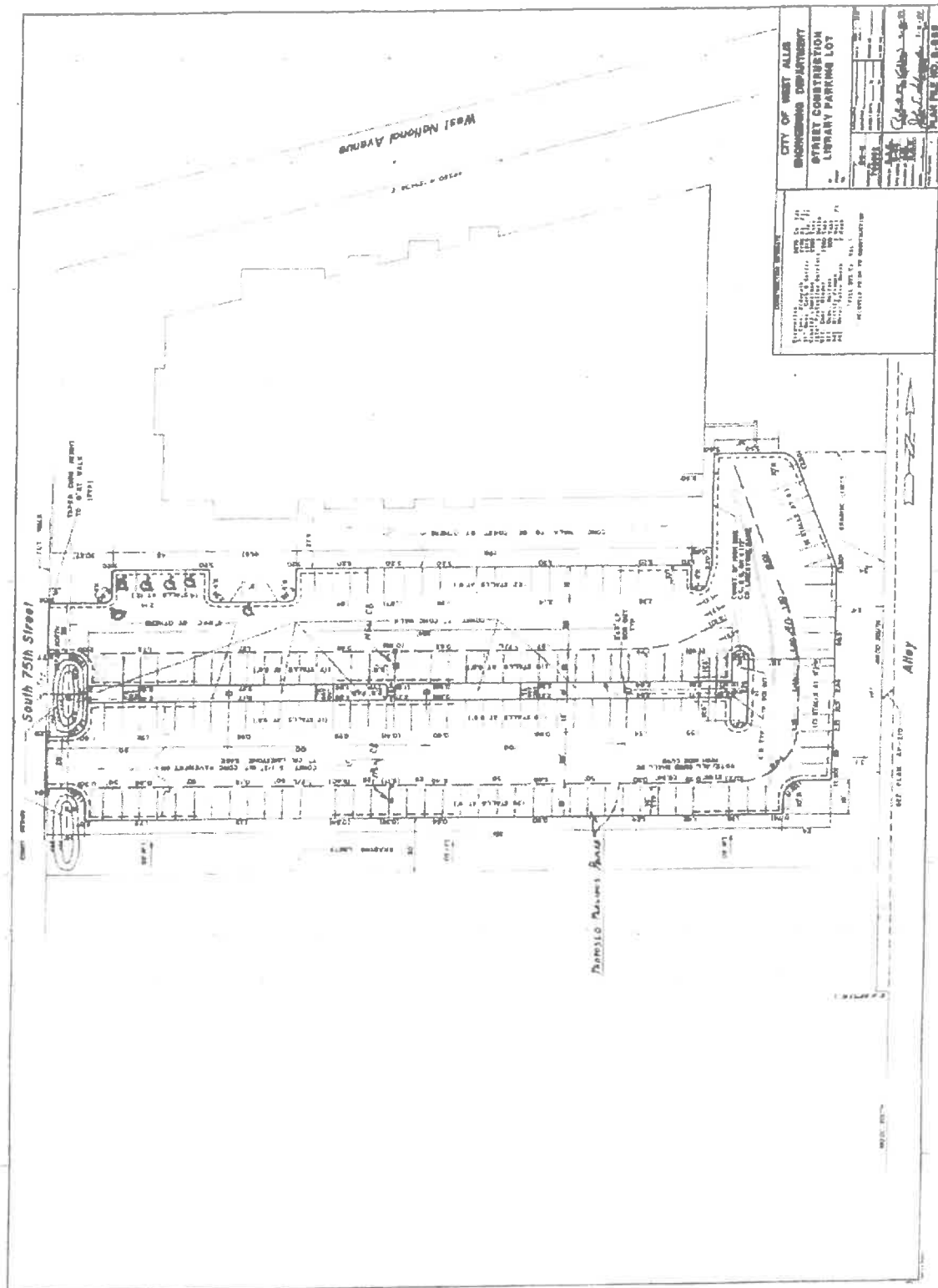
#### **Schedule**

West Allis will complete construction before December 31, 2019.

#### **Outreach and Education**

The Library site offers a great opportunity for public exposure to green infrastructure. West Allis will describe the project in the West Allis Newsletter. In addition, West Allis will post signs at the entrance of the lot to display information regarding the functionality and importance of green infrastructure.





<b>CITY OF WEST ALLIS</b> <b>ENGINEERING DEPARTMENT</b> <b>STREET CONSTRUCTION</b> <b>LIBRARY PARKING LOT</b>	
<b>PROJECT NO.</b> 100-1000 <b>DATE</b> 10/1/00 <b>BY</b> [Signature] <b>CHECKED</b> [Signature] <b>APPROVED</b> [Signature] <b>SCALE</b> 1" = 40'-0" <b>PLAN FILE NO.</b> 100-1000	<b>DATE</b> 10/1/00 <b>BY</b> [Signature] <b>CHECKED</b> [Signature] <b>APPROVED</b> [Signature] <b>SCALE</b> 1" = 40'-0" <b>PLAN FILE NO.</b> 100-1000