



Green Infrastructure Funding Agreement

Milwaukee Public Museum W96001P07

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the Milwaukee Public Museum, 800 West Wells Street, Milwaukee, Wisconsin 53233.

WHEREAS, the District is responsible for collecting and treating wastewater from local sewerage systems; and

WHEREAS, during wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat; and

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

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green and blue 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 the construction of new green infrastructure retention capacity; and

WHEREAS, the District wants to promote the installation of green infrastructure; and

WHEREAS, the Milwaukee Public Museum plans to install green infrastructure.

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 December 31, 2018, except for the annual maintenance reports required by sec. 3(A)(6), the operation and maintenance requirements of sec. 8, and the transfer of ownership notification requirement of sec. 9.

2. The Project

The Milwaukee Public Museum will:

- (A) install 128 square feet of green roof, 683 square feet of bioswale, 3,464 square feet of native landscaping, 1,026 square feet of porous pavers, 1,894 square feet of underground storage, and a 900 gallon cistern, providing a retention capacity of 34,343 gallons (Project). The location of the Project is 800 West Wells Street, Milwaukee;
- (B) complete construction before November 1, 2018;
- (C) install educational signage that:
 - (1) is either designed and provided by the District or provided by the Milwaukee Public Museum and approved by the District,
 - (2) is in a location approved by the District, and
 - (3) identifies the District as funding the Project, by name, logo, or both;
- (E) identify the District as funding the Project in any printed matter, web sites, and any other informational materials regarding the Project;
- (F) install all Project components described in the application for funding;
- (G) allow the District to inspect the Project and review maintenance records;
- (H) allow the District to identify the Milwaukee Public Museum and describe the Project in publicity regarding green infrastructure;
- (I) inform the District of any promotional events for the Project arranged by the Milwaukee Public Museum and allow the District to participate; and
- (J) allow the District to access the Project at reasonable times for promotional events arranged by the District, after notice from the District.

3. Reports

- (A) The Milwaukee Public Museum will provide to the District:

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Milwaukee Public Museum

- (1) a Project schedule within 30 days after this Agreement becomes effective;
 - (2) monthly progress reports, describing the actions initiated and completed since the preceding report, until the completion of construction. These reports are due before the 10th day of each month, starting with the month after submission of the Project schedule;
 - (3) detailed plans and specifications before construction, if the District determines that reviewing these plans and specifications is necessary to ensure the intended retention capacity;
 - (5) a Baseline Report, using forms provided or approved by the District. This report is due after the conclusion of construction. This report will include:
 - (a) a site drawing, showing the completed green infrastructure;
 - (b) design specifications for all green infrastructure, 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 itemization of all design, construction, and education and outreach costs, with supporting documentation;
 - (g) a W-9 Tax Identification Number form;
 - (h) a Small, Women's, and Minority Business Enterprise Report; and
 - (i) 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 The Milwaukee Public Museum, contractors, consultants, and volunteers; and
 - (6) annual maintenance reports. This report will summarize Project performance and maintenance activities during the preceding twelve months. This report is due December 31 of each year. The District must receive these reports for the ten calendar years following the completion of construction.
- (B) To provide these reports, the Milwaukee Public Museum may use the U.S. mail, another delivery service, or electronic mail. The Milwaukee Public Museum will send reports to:

Chris Schultz, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
cschultz@mmsd.com

- (C) The Milwaukee Public Museum must provide the required reports, not a consultant or contractor.

(D) Reports that are late or incomplete may be a basis for rescinding this Agreement or making the Milwaukee Public Museum ineligible for future funding.

4. Conservation Easement

After the completion of construction, the Milwaukee Public Museum will execute a conservation easement in favor of the District. The extent of the conservation easement will be limited to the Project. The duration of the conservation easement will be ten years. The District will draft and record the conservation easement.

5. District Funding

(A) The District will reimburse 50% of Project costs, up to \$81,870.

(B) Beyond financial support for the Project, the District will have no involvement in design, construction, maintenance, or operation.

6. Procedure for Payment

(A) Along with or after the Baseline Report required by sec. 3(A)(5), the Milwaukee Public Museum will submit an invoice to the District for the amount to be reimbursed.

(B) The District will provide reimbursement only if:

(1) The Milwaukee Public Museum provides the schedule, monthly reports, and Baseline Report required by sec. 3(A);

(2) The Milwaukee Public Museum completes construction before November 1, 2018;

(3) the District receives the invoice before December 1, 2018; and

(4) The Milwaukee Public Museum executes the Conservation Easement after the completion of construction.

(E) The Milwaukee Public Museum will submit invoices to:

Milwaukee Metropolitan Sewerage District
Accounts Payable Department
260 West Seeboth Street
Milwaukee, WI 53204-1446
Project Manager: Chris Schultz

7. Project Changes

The District will not pay for work not described in the application for funding, unless the District provides prior written approval. Any changes to the Project that decrease the capacity to retain stormwater must be approved by the District, in writing, before implementing the change.

8. Operation and Maintenance

The Milwaukee Public Museum will operate and 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 the Milwaukee Public Museum 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 the Milwaukee Public Museum ineligible for future District funding until the Milwaukee Public Museum corrects the maintenance problems.

9. Transfer of Ownership

The Milwaukee Public Museum will notify the District before transferring Ownership or maintenance responsibilities. The Milwaukee Public Museum will provide this notice at least 30 days in advance.

10. Procurement

- (A) For all expenditures over \$500, The Milwaukee Public Museum will solicit at least three quotes. The Milwaukee Public Museum will provide these quotes to the District upon request.
- (B) For all expenditures estimated to cost \$20,000 or more, the Milwaukee Public Museum will use a sealed competitive bidding process. The Milwaukee Public Museum will provide these bids to the District upon request. The District will assist with the public bidding process, upon request.
- (C) The Milwaukee Public Museum will give disadvantaged business enterprises an opportunity to compete for work on this Project by soliciting quotes or bids from those businesses to the maximum extent possible. Disadvantaged businesses include small businesses and businesses owned by women, minorities, or veterans. The District's procurement office will provide a list of these businesses, upon request.

11. Responsibilities of the Milwaukee Public Museum

The Milwaukee Public Museum is solely responsible for:

- (A) planning, designing, constructing and maintaining the Project, including selecting and paying consultants, contractors, and suppliers;
- (B) the safety of employees, contractors, and guests to the Project;

- (C) compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Project;
- (D) compliance with Wisconsin prevailing wage law; and
- (E) insurance. The District will not provide any insurance coverage of any kind for the Project or the Milwaukee Public Museum.

12. Indemnification

The Milwaukee Public Museum will defend, indemnify, and hold harmless the District and the District's Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project. Nothing in this Agreement is a waiver by either party of the opportunity and right to rely upon the process, limitations, and immunities set forth in Wis. Stats., sec. 893.80.

13. Modifying this Agreement

Any modification to this Agreement must be in writing and signed by all parties.

14. Terminating this Agreement

- (A) The District may terminate this Agreement at any time before the commencement of construction. After construction has commenced, the District may terminate the Agreement only for good cause, including, but not limited to, breach of this Agreement by the Milwaukee Public Museum.
- (B) The Milwaukee Public Museum may terminate this Agreement at any time, but will not receive any payment from the District if the Project is incomplete.

15. Exclusive Agreement

This Agreement is the entire agreement between the Milwaukee Public Museum and the District regarding reimbursement for the Project.

16. Severability

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

17. Applicable Law

The laws of the State of Wisconsin govern this Agreement.

18. Resolving Disputes

If a dispute arises under this Agreement, then the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the parties refer it to the mediator, then either party may take the matter to court.

19. Notices

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

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

20. Independence of the Parties

This Agreement does not authorize any party to make promises binding upon any other party or to enter into contracts on the other party's behalf.

21. Assignment

The Milwaukee Public Museum may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

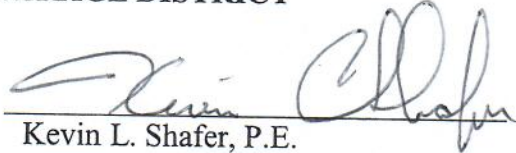
The Milwaukee Public Museum will produce any records in the possession of the Milwaukee Public Museum that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. The Milwaukee Public Museum will indemnify the District against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

23. Conflicts

If the Milwaukee Public Museum identifies a relationship with the District or the District's Commissioners or staff that could provide an advantage or cause a conflict of interest and if the Milwaukee Public Museum did not disclose this relationship in the application for funding, then the Milwaukee Public Museum will notify the District within five (5) days of identifying it.


Signatures on Next Page


MILWAUKEE
METROPOLITAN
SEWERAGE DISTRICT

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

Date: 9/7/16


MILWAUKEE PUBLIC MUSEUM

By:  8/23/2016
Patti Dew
Vice President Finance/CFO

By:  8/25/2016
Hillary Olson
Vice President of Audience
and Community Engagement

Date: 8/23/2016

Approved as to Form


Attorney for the District