



**Green Infrastructure Funding Agreement G98024P23
Green Infrastructure Partnership Program (GIPP)
Stormwater Infrastructure for UEC at Riverland and Washington
Park**

1. The Parties

This Agreement is between:

- A. The Milwaukee Metropolitan Sewerage District (MMSD) located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204; and
- B. The Urban Ecology Center (Funding Recipient) located at 1500 East Park Place, Milwaukee, Wisconsin 53211; and
- C. Milwaukee County Parks located at 9480 West Watertown Plank Road, Wauwatosa, Wisconsin 53226.

2. Basis for this Agreement

- A. MMSD is responsible for collecting and treating wastewater from local sewerage systems.
- B. During wet weather events, stormwater enters local sewerage systems increasing the volume of wastewater that MMSD must convey and treat and directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding.
- C. Green Infrastructure (GI) includes bioswales, cisterns, constructed wetlands, green roofs, native landscaping, porous pavement, rain barrels, rain gardens, soil amendments, and trees.
- D. GI reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- E. MMSD wants to promote the installation of GI and does so through its GIPP providing funding to various entities to install critical GI.
- F. Funding Recipient owns land at 1420 East Park Place, Milwaukee, Wisconsin 53211 (Land). Funding Recipient maintains and operates the Land and desires to install GI on the Land.

G. Funding Recipient leases land from Milwaukee County Parks at 1840 North 40th Street, Milwaukee, Wisconsin 53208 (Leased Land). Funding Recipient, with the consent of Milwaukee County Parks, maintains and operates the Leased Land and desires to install GI on the Leased Land.

H. The Wisconsin Department of Natural Resources has made Clean Water Fund loans available to MMSD for the construction of various GI installations and such funds may be used herein.

3. Term

This Agreement becomes effective as of the date of last signature below and ends December 31, 2026, except that the following survive the termination of this Agreement: (1) Access to maintenance records required by Section 4(G.), (2) Annual maintenance reports required by Section 5(C.), (3) The operation and maintenance requirements of Section 10, and (4) The transfer of ownership notification requirement of Section 11.

4. The Projects

Funding Recipient will:

A. Install on the Land: 11,153 square feet of native landscaping with a capture capacity of 4,461 gallons and 4,149 square feet of bioswales with a capture capacity of 31,119 gallons, providing a total capture capacity of 35,580 gallons (Project 1);

B. Install on the Leased Land: 10,672 square feet of native landscaping with a capture capacity of 4,269 gallons, 1,860 square feet of porous pavement with a capture capacity of 5,580 gallons, and 1,115 square feet of bioswales with a capture capacity of 8,363 gallons, providing a total capture capacity of 18,212 gallons (Project 2);

C. Complete construction on the Projects before December 31, 2026;

D. Install educational signage at both Project locations that:

(1) Is either designed and provided by MMSD or provided by Funding Recipient and approved by MMSD,

(2) Is in a location approved by MMSD, and

(3) Identifies MMSD as funding the Projects by name, logo, or both;

E. Identify MMSD as funding the Projects in any printed matter, web sites, social media posts, and any other informational materials regarding the Projects;

F. Install all Projects components described in the Funding Recipient's application for funding;

G. Allow MMSD to inspect the Projects and review maintenance records;

H. Allow MMSD to identify Funding Recipient and describe the Projects in publicity regarding GI;

- I. Inform MMSD of any promotional events for the Projects arranged by Funding Recipient and allow MMSD to participate; and
- J. Allow MMSD to access the Projects, both during and after construction, at reasonable times for promotional events arranged by MMSD after notice from MMSD.

5. Reports

A. Funding Recipient will provide to MMSD:

- (1) Projects schedules 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 of the Projects. These reports are due before the 10th day of each month starting with the month after submission of the Projects schedules;
- (3) Plans, including planting plans, and specifications for the Projects at least three weeks before the commencement of construction; and
- (4) A Baseline Report using forms provided or approved by MMSD. This report is due after the conclusion of construction of the Projects. This report will include, but may not be limited to:
 - (a) A site drawing showing the completed GI for both Projects;
 - (b) A map showing all parcels where the GI is located and the surrounding streets for both Projects;
 - (c) A legal description of all parcels where the GI is located and the parcel identification number(s) for both Projects;
 - (d) Design specifications for all GI, including GI capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture for both Projects;
 - (e) Photographs of the completed GI and list of permits obtained for both Projects;
 - (f) A maintenance plan for the GI installed for both Projects;
 - (g) An itemization of all design, construction, and education and outreach costs, with supporting documentation including copies of any construction contracts for both Projects;
 - (h) A W-9 Tax Identification Number form if not previously provided to MMSD;
 - (i) A Small, Women's, and Minority Business Enterprise Report;
 - (j) An Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Projects by Funding Recipient, and any contractors, consultants, and volunteers utilized by Funding Recipient for the Projects; and
 - (k) If the work on the Projects was publicly bid, a tabulation of bids received, including bidder name and price for all bids received for both Projects.

- B. To provide the reports required by paragraph (A) directly above, Funding Recipient may use the U.S. mail, another delivery service, or electronic mail. Funding Recipient will send such reports to:

Chris Schultz, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1466
cschultz@mmsd.com

- C. Funding Recipient will provide annual maintenance reports for both Project locations. These reports will summarize installed GI performance and maintenance activities during the preceding 12 months. This report is due December 31 of each year. MMSD must receive these annual maintenance reports for 10 consecutive calendar years following the completion of the Projects. Funding Recipient will use the reporting form available from MMSD and submit the form as directed by MMSD.
- D. Funding Recipient will provide the required reports. Such reports submitted by a consultant or contractor of the Funding Recipient will not be accepted by MMSD.
- E. Reports that are late, incomplete, or missing may be a basis for rescinding this Agreement or making Funding Recipient ineligible for future funding from MMSD.

6. Conservation Easement

- A. After the completion of the Projects, Funding Recipient shall ensure that conservation easements are executed for both Project locations.
- B. Funding Recipient shall execute a conservation easement in favor of MMSD for Project 1 with the conservation easement being limited to the GI installed under Project 1 and the term of the conservation easement being 20 years.
- C. Milwaukee County Parks, being the titleholder of the land for the Project 2 location, shall execute a conservation easement in favor of MMSD for Project 2 with the conservation easement being limited to the GI installed under Project 2 and the term of the conservation easement being 20 years.
- D. MMSD shall draft and record the conservation easements for both Project 1 and Project 2.

7. MMSD Funding

- A. MMSD will reimburse GI Projects installation costs up to \$104,894.00 or 50% of GI Projects installation costs, whichever is less, except schools, churches, and registered 501(c)(3) nonprofit organizations are subject to a maximum reimbursement rate of 75%.

- B. MMSD will reimburse costs at the rate of \$1.95 per gallon of as-built GI capture capacity, except MMSD will reimburse the cost of rain barrels at a rate of \$0.90 per gallon and reimburse the cost of pavement removal at a rate of \$0.50 per gallon.
- C. The basis for reimbursement will be the GI capture capacity identified in the Baseline Report, as approved by MMSD.
- D. Beyond financial support for the Projects, MMSD will not be involved in design, construction, maintenance, or operation of the Projects either during or after the Projects are completed beyond the terms and conditions of this Agreement.

8. Procedure for Payment

- A. Along with or after the Baseline Report required by Section 5(A.)(4) is submitted to MMSD, Funding Recipient will submit an invoice to MMSD for the amount to be reimbursed.
- B. MMSD will provide reimbursement only if:
 - (1) Funding Recipient provides the schedule, monthly reports, and Baseline Report required by Section 5(A.);
 - (2) Funding Recipient completes the Projects before December 31, 2026;
 - (3) MMSD receives the invoice before December 31, 2026;
 - (4) Funding Recipient executes the conservation easement after the completion of Project 1 per Section 6(B.) of this Agreement; and
 - (5) Funding Recipient ensures the conservation easement required per Section 6(C.) of this Agreement is executed between MMSD and Milwaukee County Parks upon completion of Project 2.
- C. Funding Recipient will electronically submit the invoice as directed by MMSD. If unable to submit the invoice electronically, Funding Recipient may submit the invoice by mail to the address listed in Section 5(B.).

9. Project Changes

- A. MMSD will not pay for any GI installations on the Land or the Leased Land not described in the application for funding or as further provided for in this Agreement unless MMSD has provided prior written approval.
- B. Funding Recipient must notify MMSD before decreasing GI capture capacity. MMSD may reduce the reimbursement amount or terminate this Agreement in response to a reduction of capacity.

10. Operation and Maintenance

Funding Recipient will operate and maintain the GI installed through the Projects for at least 20 years. If the GI fails to perform as anticipated or if maintaining the GI is not feasible, then Funding Recipient will provide a report to MMSD explaining the failure of the GI or why maintenance is not feasible. Failure to maintain the GI may make Funding Recipient ineligible for future MMSD funding until Funding Recipient corrects the maintenance problems.

11. Transfer of Ownership or Maintenance Responsibilities

Until the expiration of the conservation easements as required by Section 6, Funding Recipient will notify MMSD before transferring ownership of the Land, transferring or disposing of any lease rights as to the Leased Land, or transferring any maintenance responsibilities for the GI. MMSD must receive this notice at least 30 days in advance of any contemplated transfer of ownership, lease interest, or maintenance responsibilities.

12. Utilization of Disadvantaged Businesses

Funding Recipient will give disadvantaged business enterprises an opportunity to compete for work on these Projects by soliciting quotes or bids from those businesses to the maximum extent possible. Disadvantaged businesses include small businesses and businesses owned by women, minorities, and/or veterans. MMSD's procurement office will provide a list of these businesses upon request.

13. Responsibilities of Funding Recipient

Funding Recipient is solely responsible for:

- A. Planning, designing, constructing, and maintaining the Projects and the GI to be installed, including selecting and paying any consultants, contractors, and suppliers;
- B. Compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Projects; and
- C. Any and all insurance coverages concerning the planning, design, construction, and maintenance of the Projects and the GI installed.

14. Indemnification

Funding Recipient will defend, indemnify, and hold harmless MMSD and MMSD's commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, and/or maintenance of the Projects or the GI installed. Nothing in this Agreement is a waiver of the opportunity and right to rely upon the process, limitations, and immunities as set forth in Wis. Stats. § 893.80.

15. Modifying this Agreement

Any modification to this Agreement must be in writing and signed by MMSD and Funding Recipient.

16. Terminating this Agreement

- A. MMSD may terminate this Agreement at any time before the commencement of construction of the Projects. After construction has commenced, MMSD may terminate this Agreement only for good cause including, but not limited to, breach of this Agreement by Funding Recipient.
- B. Funding Recipient may terminate this Agreement at any time but will not receive any payment from MMSD if the GI to be installed is not fully completed.

17. Exclusive Agreement

This Agreement is the entire agreement between Funding Recipient and MMSD regarding reimbursement for the GI installation as contemplated herein.

18. Severability

If a court of competent jurisdiction holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in full force and effect.

19. Applicable Law

The laws of the State of Wisconsin shall govern this Agreement.

20. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorneys' fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

21. Notices

All notices and other communications related to this Agreement shall be in writing and shall be considered received as follows:

- A. When delivered personally to the address stated in this Agreement;
- B. Three days after being deposited in the United States mail, with postage prepaid to the address stated in this Agreement; or
- C. By email when a record shows successful transmission.

MMSD or Funding Recipient may specify a different address for receipt of notices by giving the other party notice as provided in this Agreement.

22. Independence of the Parties

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

23. Assignment

Funding Recipient may not assign any rights or obligations under this Agreement without prior written approval by MMSD.

24. Public Records

Funding Recipient will produce any records in the possession of Funding Recipient that relate to this Agreement and are requested from MMSD pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. Funding Recipient will indemnify MMSD against any claims, demands, and causes of action resulting from a failure to comply with this requirement.

25. Conflicts

If Funding Recipient identifies a relationship with MMSD or MMSD's commissioners or staff that could provide it an advantage, monetarily or otherwise, or cause a conflict of interest, then Funding Recipient will notify MMSD within five days of identifying the conflict if such a conflict was not previously disclosed to MMSD in the Funding Recipient's application for funding.

26. Signature Authority

The persons signing this Agreement certify they have authority from the entity they represent to execute this Agreement.

27. Inspection by the Department of Natural Resources

Funding Recipient will allow the Department of Natural Resources to inspect the GI installation during construction of the Projects.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

URBAN ECOLOGY CENTER

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

By: _____
Jen Hense
Executive Director

Date _____

Date _____

Approved as to Form

MILWAUKEE COUNTY PARKS

Vincent R. Bauer
Attorney for MMSD

By: _____
Guy Smith
Executive Director, Parks Department

Date: _____
