

From the Interim Director, Department of Parks, Recreation, and Culture (DPRC), requesting authorization to execute a Memorandum of Understanding between DPRC, Milwaukee County, and the War Memorial Center, Inc., regarding Phase I of the Greenprint Master Plan project; and accepting the following grant funding: \$473,826 from the National Fish and Wildlife Foundation; \$125,000 from the Fund for Lake Michigan; and \$366,966 from the Milwaukee Metropolitan Sewerage District, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in 2015 and 2016, the War Memorial Center, Inc. (WMC) in cooperation with Milwaukee County (the County), Milwaukee Art Museum (MAM), and the Rotary Club of Milwaukee developed the "Greenprint Master Plan" (Greenprint); and

WHEREAS, the Greenprint project area includes shoreline from Michigan Avenue up to the Marina, 2.8 miles of shore including Veteran's Park; and

WHEREAS, the site for the Greenprint project is owned by the Department of Parks, Recreation, and Culture (DPRC) and is currently under an 84-year Lease Agreement with and maintained by the WMC; and

WHEREAS, Phase I of the Greenprint project focuses on the outdoor space north of the WMC and the MAM, including renovating deteriorating parking lots, while incorporating pedestrian friendly porous pathways, bioretention, porous pavement, and native plants to manage stormwater associated pollutants from the updated impervious surfaces; and

WHEREAS, the Greenprint project includes the repaving of the parking lots north of the WMC, which was funded in the 2017 Adopted Capital Budget in the total amount of \$580,000, and the total project budget for the construction of parking lot redesign and all green infrastructure is \$1,546,000; and

WHEREAS, the WMC, in cooperation with the County, applied for and received grants from the National Fish and Wildlife Foundation (NFWF), the Fund for Lake Michigan (FFLM), and the Milwaukee Metropolitan Sewerage District (MMSD) for projects associated with Phase I of the Greenprint project and the DPRC, the County, and the WMC now seek authorization under the presented Memorandum of Understanding (MOU) for the County to accept this funding into the project budget for the Greenprint project improvements; and

WHEREAS, the WMC applied for and received a NFWF-2017 Sustain Our Grant Lakes program grant in an amount not-to-exceed \$473,826 to assist in Phase I Greenprint project funding and these funds will be matched by the County with \$516,966 in eligible activities under the grant; and

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48 WHEREAS, the WMC applied for and received a FFLM grant in an amount not-
49 to-exceed \$125,000; and
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51 WHEREAS, the DPRC, WMC, and MMSD will enter into a grant funding
52 agreement whereby MMSD will fund an amount not-to-exceed \$366,966, for the
53 installation of 87,120 square feet of native plantings; 20,250 square feet of porous
54 pavement; and 7,600 square feet of bioswale providing a retention capacity of 152,598
55 gallons and there is no County match required for this grant, however, the grant does
56 require DPRC to sign the agreement as the property owner; and
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58 WHEREAS, the County's Architecture and Engineering (A&E) Section, Facilities
59 Management Division, Department of Administrative Services, will manage all aspects
60 of the project including but not limited to: all plans, documents, bidding, construction
61 oversight, and project management; and
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63 WHEREAS, following completion of the project, the WMC shall be responsible for
64 funding, managing, maintaining, and/or supervising all routine maintenance obligations
65 related to the green infrastructure added as a result of the Greenprint project for a
66 period of 20 years in accordance with the requirements of the grant agreements with
67 NFWF, FFLM, and MMSD; and
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69 WHEREAS, the WMC shall be responsible for all grant administration and
70 reporting obligations as set forth under these grants; and
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72 WHEREAS, a three-year plant warranty is included within the grant agreements
73 and provides \$36,300 to the WMC to ensure vegetation establishment; and
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75 WHEREAS, after installation of the porous pavement and once vegetation is
76 established for the vegetated systems, the WMC will allocate funds within their annual
77 budget to ensure green infrastructure storage, water quality, and habitat benefits will be
78 sustained over time; and
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80 WHEREAS, this proposed MOU regarding funding and maintenance obligations
81 for the Phase I of the Greenprint project was approved on October 26, 2017, by the
82 Consolidated Facilities Planning Steering Committee; and
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84 WHEREAS, the Committee on Parks, Energy, and Environment, at its meeting of
85 January 23, 2018, recommended adoption of File No. 18-92 (vote 5-0); and
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BE IT RESOLVED, the Department of Parks, Recreation, and Culture (DPRC), Architecture and Engineering (A&E) Section, Facilities Management Division, Department of Administrative Services (DAS) and the War Memorial Center, Inc. (WMC), shall prepare, execute, and record all documents, and take all actions as required to execute and implement the funding and maintenance obligation Memorandum of Understanding (MOU) between DPRC, Milwaukee County (the County), and the WMC and all grant and easement agreements to receive all project funding as described above for Phase I of the "Greenprint Master Plan" (Greenprint); and

BE IT FURTHER RESOLVED, the Milwaukee County Board of Supervisors retroactively approves the aforementioned grants cited in recitals of this resolution; and

BE IT FURTHER RESOLVED, Greenprint for Milwaukee Shoreline – Phase I reimbursable project work may only proceed and reimbursable project costs may only be incurred upon award of the specific grant(s) to the County (and the WMC, if the grant(s) are jointly awarded) by the authorizing granting agency and/or agencies as enumerated under "Item 4-Grant Agreements" in the MOU identified in the aforementioned recitals of this resolution; and

BE IT FURTHER RESOLVED, the Greenprint for Milwaukee Shoreline – Phase I project costs shall not exceed the actual grant awards and if forecasted Greenprint for Milwaukee Shoreline – Phase I project costs exceed the actual grant award(s), the project shall be re-scoped by A&E, within the allowable criteria relative to each grant, in order not to exceed the actual grant award(s) and the Greenprint for Milwaukee Shoreline – Phase I project scope shall be created in a manner establishing "alternates" that can be excluded should costs exceed the actual grant award(s); and

BE IT FURTHER RESOLVED, the County shall not provide any financial contribution(s) for the Greenprint for Milwaukee Shoreline – Phase I project if actual costs exceed the actual grant awards; and

BE IT FURTHER RESOLVED, upon verification of the actual awarded grant amounts noticed in the aforementioned recitals of this resolution, DAS shall process an administrative appropriations transfer to establish a new capital project that transfers budget authority from existing Capital Project WO51716-WMC Asphalt Parking – North Lot and creates budget authority for the scope of work directly related and funded by the grants identified in the aforementioned recitals of this resolution; and

BE IT FURTHER RESOLVED, the scope of work for the newly created capital project (lines 121 – 126 of this resolution) shall include pavement of lots, pathways, and drives; bioswales; excavation; grading; restoration of turf; and other improvements directly identified in the grants in the aforementioned recitals of this resolution.

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