



**Green Infrastructure Funding Agreement G98005P192
Green Solutions – City of Wauwatosa 2026 Green Alley**

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204, and the City of Wauwatosa (Funding Recipient), located at 7725 West North Avenue, Wauwatosa, Wisconsin 53213.

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. Stats. § 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 (GI) such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavements, works to reduce the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's Wisconsin Pollutant Discharge Elimination System (WPDES) permit includes a goal of 50 million gallons of GI capture capacity.
- G. The District wishes to expedite the amount of GI installed in its service area and this Agreement includes plans to install GI that supports the District's GI goals.

3. Date of Agreement

This Agreement becomes effective immediately upon the date of last signature below and ends when the Funding Recipient receives final payment from the District under this Agreement or when the parties terminate this Agreement according to Section 14 of this Agreement.

4. District Funding

The District will reimburse the Funding Recipient for the cost of the GI Project described in the attached project description (Project), up to \$245,471.44. The District will provide funding after the District receives a Baseline Report for the Project and a Maintenance Covenant as further indicated herein.

5. Location of Project

The Project will be located north of North Avenue, south of Beverly Place, and west of North 102nd Street, as further delineated in the Project Description and Figure 1 as attached hereto and incorporated herein.

6. Baseline Report

After completion of the Project, the Funding Recipient will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. A site drawing and topographical map showing the Project as completed with GI assets defined;
- 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 tabulation of the bids received, including bidder name and price;
- D. A copy of the executed construction contract(s) and a list of all permits collected during the Project construction process;
- E. A legal description of the property where the Project is located, including parcel identification numbers, if a conservation easement is required;
- F. Photographs of the Project during construction and upon Project completion;
- G. An operations and maintenance plan including details on funding for operations and maintenance;
- H. An outreach and education strategy, including a description of events or activities completed or planned;
- I. An itemization of all construction costs with supporting documentation; and
- J. Lessons learned.

7. Procedure for Payment

The Funding Recipient submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices will provide consultant's hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

The Funding Recipient will send the Baseline Report and the invoice to:

Andy Kaminski, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
AKaminski@mmsd.com

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables as outlined in this Agreement.

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 the Funding Recipient 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

The Funding Recipient will maintain the GI for at least 11 years. If the GI fails to perform as anticipated or if maintaining the GI is not feasible, then the Funding Recipient will provide a report to the District explaining the failure of the GI or why maintenance is not feasible. Failure to maintain the GI may make the Funding Recipient ineligible for future District funding until the Funding Recipient corrects any maintenance problems associated with the GI.

11. Permits, Certificates, and Licenses

The Funding Recipient is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses for the Project.

12. Procurement

The Funding Recipient must select professional service providers according to the ordinances and policies of the Funding Recipient. The Funding Recipient 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 the Funding Recipient. Whenever work valued over the applicable public bidding threshold is procured without the use of a public sealed bidding process, the District may request, and the Funding Recipient must provide, an opinion from a licensed attorney representing the Funding Recipient explaining why the procurement complies with State of Wisconsin law and the ordinances of the Funding Recipient.

13. Responsibility for Work, Insurance, and Indemnification

The Funding Recipient 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 the Funding Recipient as related to this Agreement.

The Funding Recipient will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorneys' 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 the Funding Recipient. The Funding Recipient may terminate this Agreement at any time but the Funding Recipient will not receive any payment from the District if the Funding Recipient does

not complete the Project. District reserves the right to pursue any other remedies available under the law in the event of such termination.

15. Maintenance Covenant

After the completion of construction of the Project, the District shall receive a Maintenance Covenant from the Funding Recipient. The Maintenance Covenant will be limited to the GI installed through the Project. The term of the Maintenance Covenant will be 11 years. The Funding Recipient will cooperate with the District to prepare the Maintenance Covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between the Funding Recipient and the District for the Project other than the Maintenance Covenant to be provided to the District upon completion of the construction of the Project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in full force and 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 attorneys' 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. The Funding Recipient does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

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

23. Public Records

The Funding Recipient will produce any records in the possession of the Funding Recipient as related to this Agreement that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Funding Recipient will

indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WAUWATOSA

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Dennis McBride
Mayor

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for District

By: _____

Jennifer Tate
City Attorney

Date: _____

By: _____

Deyanira Nevarez
City Clerk

Date: _____

By: _____

John Ruggini
Finance Director

Date: _____

Green Infrastructure Funding Agreement G98005P192

Green Solutions – City of Wauwatosa 2026 Green Alley

Project Description

The Project will consist of 4,980 square feet of pervious pavers down the center of the 102nd Street alleyway in the City of Wauwatosa as depicted in Figure 1 below. Stormwater flow will drain through the porous pavers to an aggregate storage area beneath the pavers with an estimated stormwater capture capacity of 14,940 gallons.

Schedule

The Funding Recipient will complete the Project by October 31, 2026.

Outreach and Education

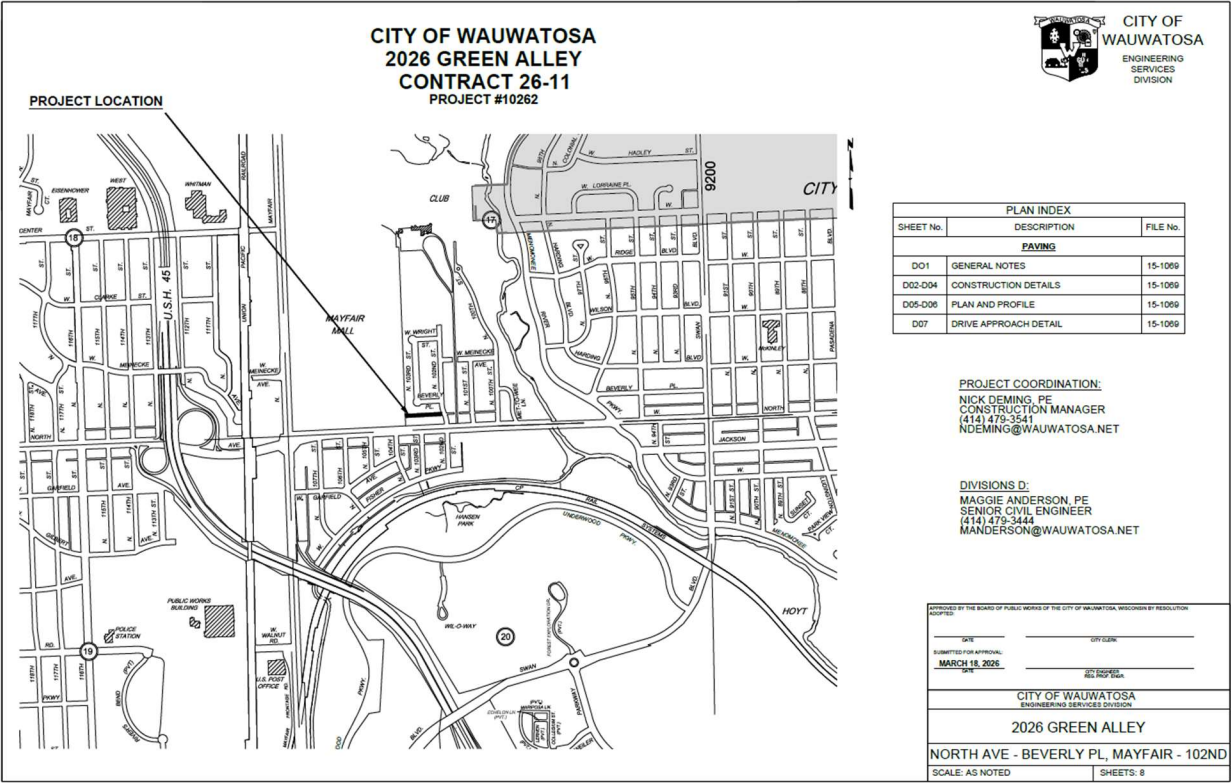
The Funding Recipient will post educational signage and describe the Project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

Signage will:

1. Be either designed and provided by the District or provided by the Funding Recipient and approved by the District;
2. Be at a location approved by the District; and
3. Identify the District as funding this Project by name, logo, or both.

Figure 1
City of Wauwatosa 2026 Green Alley



PAVING NOTES:

1. NO TREES OR SHRUBS SHALL BE DISTURBED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER
2. CONTRACTOR SHALL PRESERVE AND PROTECT ALL RETAINING WALLS AND OTHER APPURTENANCES ADJACENT TO THE PROJECT.
3. SAWCUT 2" BEYOND EDGE OF CONCRETE AT DRIVEWAYS. REMOVAL AND REPLACEMENT OF 2" DRIVEWAY SECTION IS INCIDENTAL TO 7" CONCRETE BID ITEM. ALL SAWCUTTING IS INCIDENTAL.
4. UNDERGROUND UTILITIES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY USING DIGGERS HOTLINE FIELD LOCATES AND RECORD DRAWINGS. HOWEVER, THE CITY DOES NOT GUARANTEE THEIR EXACT SIZING, LOCATION, OR DEPTH OR THAT OF OTHERS NOT SHOWN. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF THESE UTILITIES AND THOSE NOT SHOWN. COSTS FOR LOCATING AND DELAY SHALL BE INCIDENTAL TO THE CONTRACT.
5. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3" SAND BEDDING AND COVER AROUND STREET LIGHT, TRAFFIC SIGNAL OR INTERCONNECT CABLE, DUCT OR CONDUIT WHEREVER IT IS EXPOSED.
6. INSTALL EROSION CONTROL. INLET BASKETS IN ALL THE INLETS AND CATCH BASINS DIRECTLY DOWN-SURFACE OF ALL OPEN OUT WORK PRIOR TO STARTING WORK, OR WHERE DIRECTED BY THE ENGINEER. INLET PROTECTION MUST BE REMOVED WHEN WORK IS COMPLETED.
7. TRAFFIC CONTROL AND EROSION CONTROL SHALL BE ERECTED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
8. CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES, STRUCTURES, POWER POLES, STREET LIGHTS AND SIGNS AS NEEDED TO FACILITATE CONSTRUCTION. INCIDENTAL TO CONSTRUCTION.
9. ALL DECORATIVE PAVERS SHALL BE REPLACED IN KIND OR REMOVED, STOCKPILED AND REPLACED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.
10. NO STAGING OR STOCKPILING IS ALLOWED ON NORTH AVE. ALL WORK MUST REMAIN WITHIN THE PROJECT LIMITS OF THE ALLEY.
11. ALL ALLEY EDGES SHALL HAVE FELT TO SEPARATE THEM FROM ADJACENT PAVEMENTS, STRUCTURES, PLANTERS, WALLS, POWER POLES, AND FENCES. 30" x 30" FELTED ISOLATION BOX OUT IS REQUIRED AT ALL LIGHT POLES AND CONCRETE POLE BASES PLACED WITHIN CONCRETE. FELT SHALL BE INCIDENTAL TO THE PAVEMENT BID ITEM.
12. ALL CURB RAMP OPENING TAPERS ADJACENT TO GRASS ARE 3" UNLESS OTHERWISE SHOWN ON THE CURB RAMP DETAILS. ALL CURB RAMP TAPERS ADJACENT TO PAVED SURFACES SHALL BE 10:1 MAX.
13. CONTRACTOR SHALL PRESERVE AND PROTECT ALL RETAINING WALLS AND OTHER APPURTENANCES ADJACENT TO THE PROJECT.
14. A SAWCUT IS REQUIRED AT THE EDGE OF ALL CURB AND GUTTER, SIDEWALK, AND PAVEMENT REPLACEMENT LOCATIONS. SAWING IS INCIDENTAL TO THE CONTRACT.
15. ALL FABRICS, TEXTILES, AND MEMBRANES SHALL HAVE A MINIMUM 1-FT OVERLAP ON ALL EDGES, AS INCIDENTAL TO THE CONTRACT. ANY OF THIS MATERIAL WHICH MAY SHOW ABOVE FINISHED GRADE SHALL BE TRIMMED DOWN AS INCIDENTAL TO THE CONTRACT.

STORM SEWER NOTES:

1. ALL IRON FROM EXISTING STRUCTURES WHICH ARE CALLED OUT FOR REMOVAL OR REPLACEMENT SHALL BE SALVAGED TO THE CITY OF WAUWATOSA DEPARTMENT OF PUBLIC WORKS.
2. ALL NEW MANHOLE FRAMES AND GRATES SHALL BE PROVIDED BY THE CITY OF WAUWATOSA AT THE DEPARTMENT OF PUBLIC WORKS. CONTRACTOR SHALL CALL AT LEAST ONE WORKING DAY IN ADVANCE TO CITY DPW TO ARRANGE PICKUP OF FRAMES AND GRATES.
3. CONTRACTOR SHALL EXPOSE EXISTING STORM SEWER AT ALL LOCATIONS PRIOR TO START OF CONSTRUCTION TO VERIFY EXACT LOCATION AND INVERT OF EXISTING SEWER. ANY DISCREPANCIES SHALL BE REPORTED TO ENGINEER TO ALLOW DESIGN MODIFICATIONS AS REQUIRED. EXISTING SANITARY SEWER AND WATER MAIN CROSSINGS HAVE BEEN SHOWN IN THE PROFILE ALONG THE STORM SEWER BASED ON BEST AVAILABLE RECORDS. ELECTRIC, TELEPHONE, GAS, STREET LIGHTING, WATER AND SANITARY SERVICES ARE SHOWN IN PLAN AND PROFILE VIEW BASED ON BEST AVAILABLE RECORDS. CONTRACTOR SHALL LOCATE SERVICES IN THE FIELD AND CROSSINGS OF THESE SERVICES ARE INCIDENTAL TO UNIT BID PRICE FOR STORM SEWER.
4. ALL STORM SEWER ELEVATIONS ON PLANS ARE INVERT ELEVATIONS.
5. CONSTRUCT ALL SEWER IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION- INCLUDING ADDENDUMS.
6. ALL RIM ELEVATIONS ARE APPROXIMATE, AND SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
7. BYPASS PUMPING SHALL BE INCIDENTAL TO STORM SEWER CONSTRUCTION.
8. CONTRACTOR SHALL ABANDON ALL STORM SEWER IN LINE WITH PROPOSED SEWER BY REMOVING ALL EXISTING PIPE AND MANHOLES. ABANDONMENT IS INCIDENTAL TO PROPOSED SEWER INSTALLATION.
9. CONTRACTOR SHALL RECONNECT ALL EXISTING LIVE STORM SEWER LINES OR LATERALS TO THE PROPOSED STORM SEWER SYSTEM.
10. ALL UTILITY INSTALLATIONS SHALL HAVE MECHANICALLY CRUSHED CONCRETE BACKFILL CONSOLIDATED BY MECHANICAL COMPACTION, UNLESS INDICATED OTHERWISE ON THE PLANS.

TRAFFIC & ELECTRICAL SUPERVISOR
TROY GRUENER
 414-471-8429
 TGRUENER@WAUWATOSA.NET

FIRE DEPARTMENT
 1643 UNDERWOOD AVE.
 911 (EMERGENCIES)
 414-471-8490 (NON-EMERGENCIES)

POLICE DEPARTMENT
 1700 N. 116TH ST.
 911 (EMERGENCIES)
 414-471-8430 (NON-EMERGENCIES)

WATER DEPARTMENT
 WATER DEPARTMENT SUPERVISOR
 ADAM FLORIN
 414-471-8480 EX: 5915
 AFLORIN@WAUWATOSA.NET

STREET AND SEWER DEPARTMENT
 414-471-8422

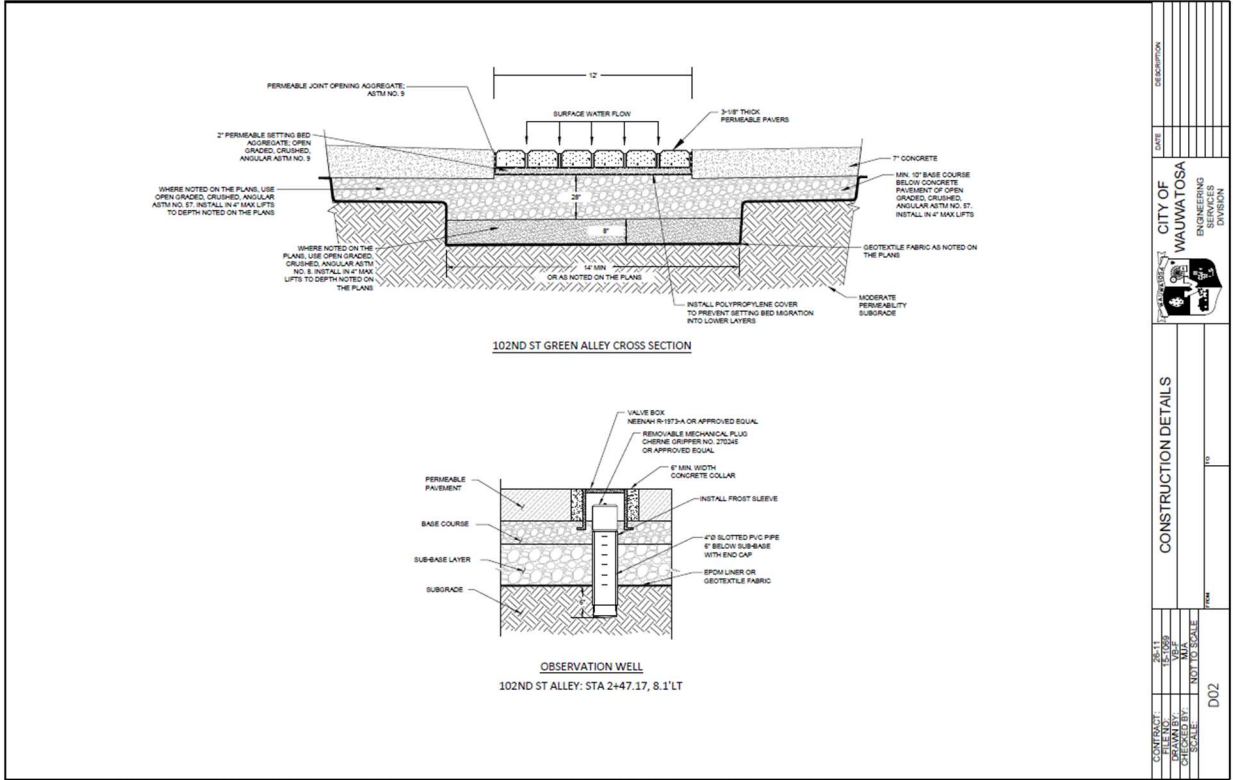
FORESTRY SECTION
 URBAN FORESTRY & GROUNDS
 SUPERINTENDENT
 ALEX KRUTCH
 C.414-975-0635
 AKRUTSCH@WAUWATOSA.NET

MILWAUKEE METROPOLITAN SEWERAGE COMMISSION
 DISTRICT CONSTRUCTION SERVICES
 260 W. SEEBOTH STREET
 414-225-2241

DIGGER'S HOTLINE
 800-242-8511 (811)

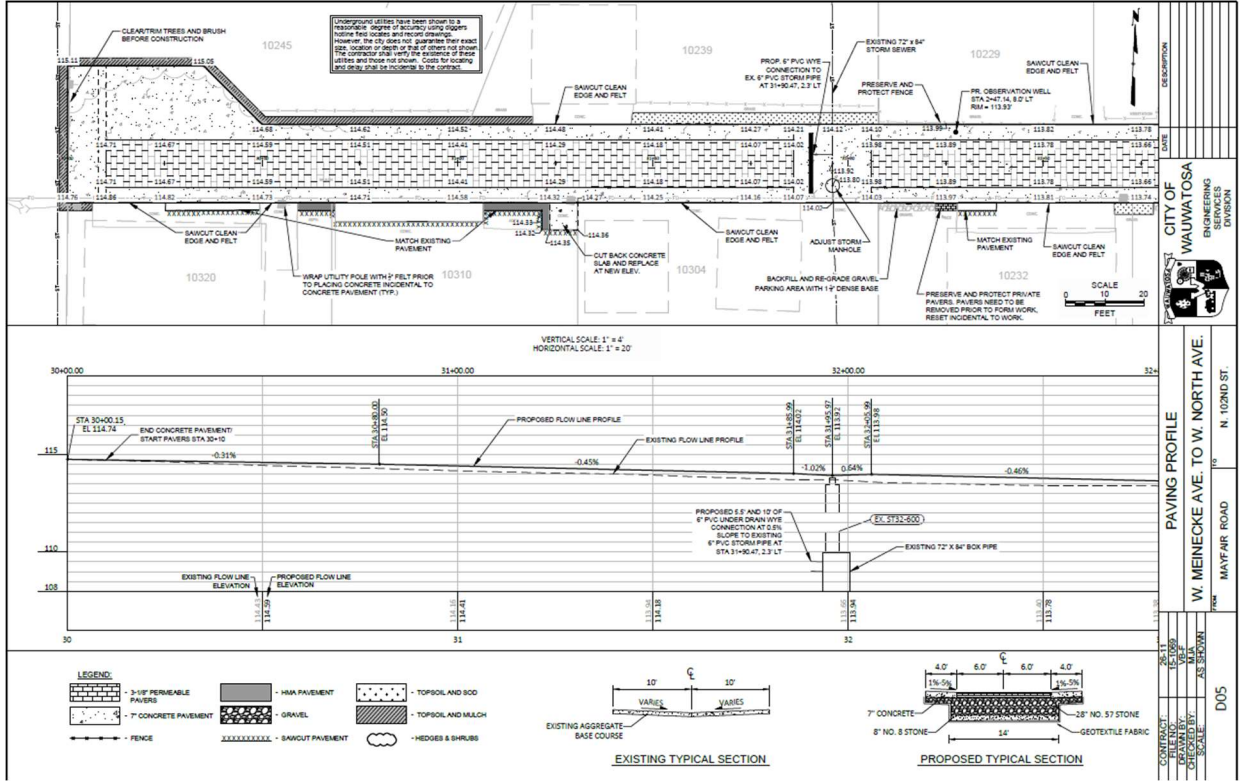
MILWAUKEE COUNTY TRANSIT COMPANY
 DAVID LOCHER
 1942 N. 17TH STREET
 MILWAUKEE, WI 53205
 414-343-1727

DESCRIPTION	
DATE	
 CITY OF WAUWATOSA ENGINEERING SERVICES DIVISION	
PAVING GENERAL NOTES 2026 GREEN ALLEY	
CONTRACT NO.	
DATE	
DRAWN BY	
CHECKED BY	
SCALE	
D01	

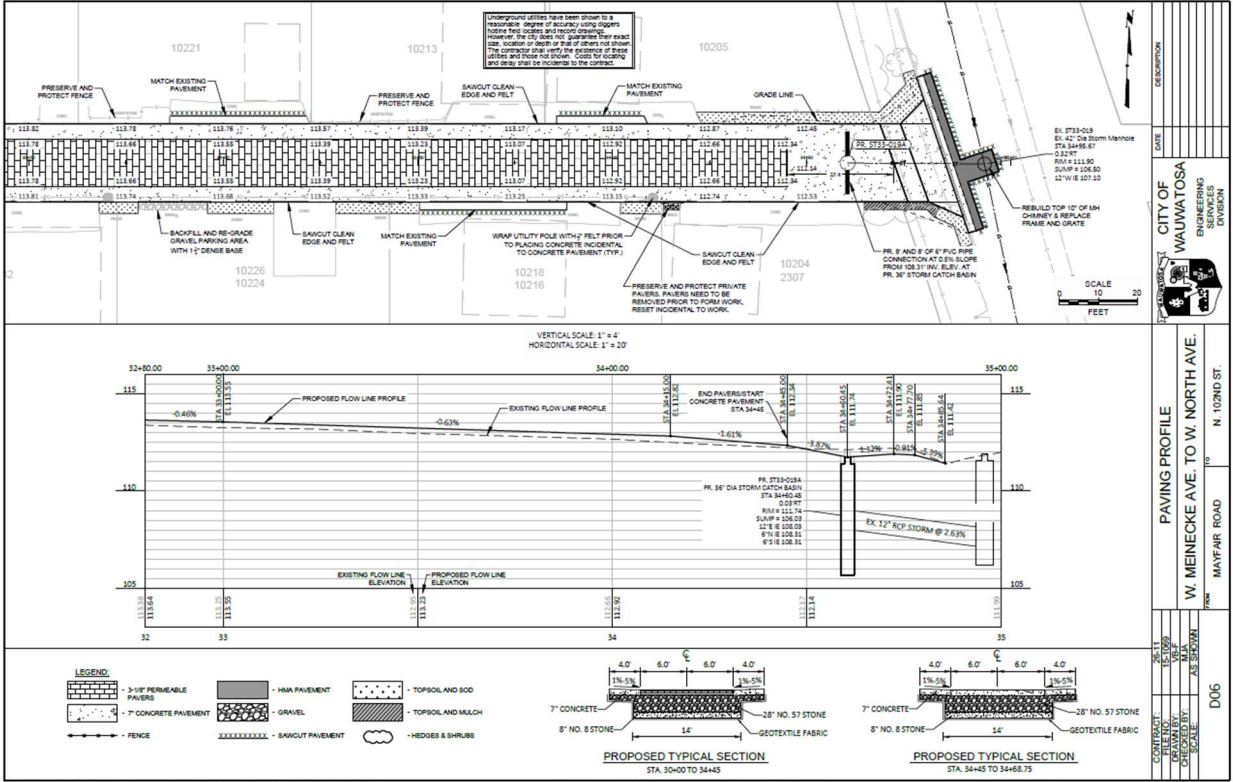


DESCRIPTION									
DATE									
CITY OF WAUWATOSA ENGINEERING DIVISION									
CONSTRUCTION DETAILS									
SCALE	NOT TO SCALE	DATE	10/2024	PROJECT	102ND ST ALLEY	SHEET	D02	DRAWN BY	VALENA BRENDAN/LDRES
CHECKED BY	VALENA BRENDAN/LDRES	DATE	10/2024	PROJECT	102ND ST ALLEY	SHEET	D02	DRAWN BY	VALENA BRENDAN/LDRES

FILE NAME: \\S:\DEPARTMENT\TOLSON\ENGINEERING\CAD\PROJECTS\26-11 GREEN ALLEY\102ND ALLEY CONSTRUCTION DETAILS.DWG PLOT DATE: 10/20/2024 3:22 PM PLOT BY: VALENA BRENDAN/LDRES

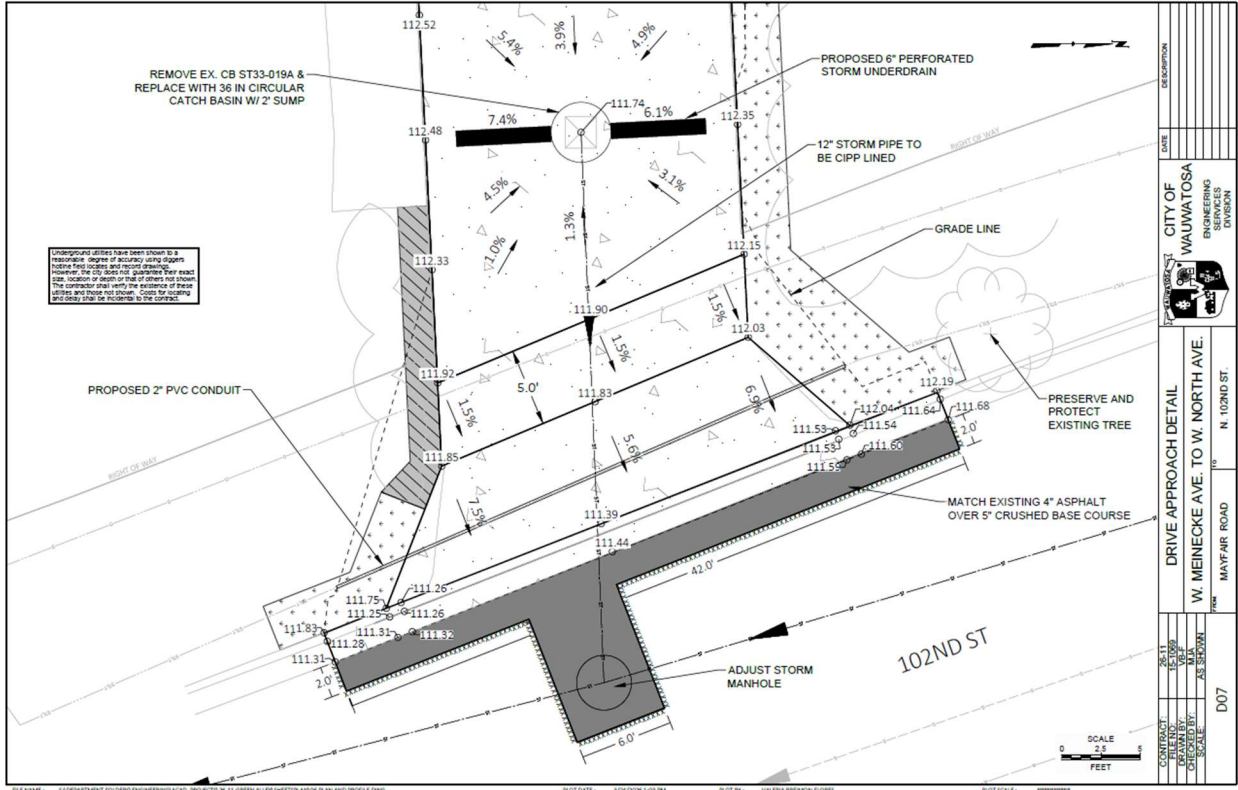


DESCRIPTION	
DATE	
CITY OF WAUWATOSA	
ENGINEERING SERVICES DIVISION	
PROJECT: PAVING PROFILE	
FROM: W. MEINECKE AVE. TO W. NORTH AVE.	
TO: N. 102ND ST.	
SCALE: AS SHOWN	
DWG NO: D05	



FILE NAME: S:\STAFFMENT\G0805P192\PROJECTS\26-11 GREEN ALLEY\PHOTOS\KANDU PLAN AND PROFILE.DWG PLOT DATE: 3/26/2026 1:08 PM PLOT BY: VALERIA BRENON-FLORES PLOT SCALE: 1/8"=1'-0"

DESCRIPTION	
DATE	
CITY OF WAUWATOSA ENGINEERING DIVISION	
PROJECT: PAVING PROFILE W. MEINCKE AVE. TO W. NORTH AVE.	
FROM: MAYFAIR ROAD TO: N. 102ND ST.	
DWG NO: D06	
CHECKED BY: ASB/STW	
DATE: 08-11-2025	



Underground utilities have been shown to a reasonable degree of accuracy using diggers before this project will require utility. However, the City does not guarantee their exact size, location or depth or that of others not shown. The contractor shall verify the existence of these utilities and locate all shown. Care to existing utilities shall be incident to the contractor.

DESIGNER	
DATE	
CITY OF WAUWATOSA ENGINEERING DIVISION	
PROJECT	
DRIVE APPROACH DETAIL	
W. MEINCKE AVE. TO W. NORTH AVE.	
FROM MAYFAIR ROAD TO N. 102ND ST.	
D07	
CONTRACT	26-11
DATE	10/20/20
DRAWN BY	M.A.P.
CHECKED BY	A.S.BROOK
SCALE	

FILE NAME: S:\DEPARTMENT FOLDER\ENGINEERING\CAD PROJECTS\26-11 GREEN ALLEY\SP1\PLAN AND PROFILE.DWG PLOT DATE: 10/20/20 1:03 PM PLOT BY: VALERIA BENDON@DRES PLOT SCALE: 1/8"=1'-0"