

Agreement for Stormwater Trees at 13600 Juneau Boulevard

This agreement is between the Milwaukee Metropolitan Sewerage District (the “District”) and the Village of Elm Grove (the “Village”), effective as of the date signed by the District and the Village.

The District is responsible for managing wastewater and stormwater within its service area and employs natural flood infrastructure, including trees, to strengthen the ecological processes that prevent stormwater from overwhelming surface waters and sewerage systems.

Through its Reforestation and Wetland Restoration Program, the District seeks to plant six million trees and restore 4,000 acres of wetlands.

Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.

Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.

The District provides wastewater service to the Village, and the Underwood Creek carries surface water from the Village to the Menomonee River in the District’s service area.

The Village has an ad hoc Beautification Committee whose goals align with District objectives for stormwater management and owns property at 13600 Juneau Boulevard (“Village Park”).

Pursuant to Wis. Stat. § 66.0301, the District and the Village therefore agree as follows.

1. District Responsibilities

- A. The District shall develop a tree planting plan acceptable to the Village for Village Park to include at least 900 trees.
- B. The District shall communicate with the Village regarding this agreement via the contact person identified below.
- C. The District shall pay for all trees and deer protection materials and pay for and manage delivery of all items according to the tree planting plan.
- D. The District shall manage the vendor contract for tree and deer protection procurement and delivery.
- E. The District shall draft and execute an 11-year maintenance covenant or an 11-year limited Term Conservation Easement.

2. Village Responsibilities

- A. The Village shall provide feedback to the District and to the Southeastern Wisconsin Regional Planning Commission on the tree planting plan and approve a final design.

- B. The Village shall provide any required permits for planting trees on the property at no cost to the District.
- C. The Village shall prepare the planting areas for tree planting. The Village shall arrange for Diggers Hotline to mark the planting areas in advance of planting.
- D. The Village shall install the trees and deer protection on or before December 31, 2028.
- E. The Village shall execute an 11-year maintenance covenant or an 11-year limited term conservation easement if required by the District.
- F. The Village shall water and maintain the trees in good health for at least 11 years after planting.

3. Contact Information

The parties shall contact each other through the following points of contact.

<p>Jamie Ferschinger, Senior Project Planner Milwaukee Metropolitan Sewerage District 260 West Seeboth Street Milwaukee, Wisconsin 53204 jferschinger@mmsd.com (414) 225-2052</p>	<p>Nicci Sternitzky, Chair Elm Grove Beautification Committee Village Hall, 13600 Juneau Boulevard Elm Grove, Wisconsin 53122 egbeautification@gmail.com(262) 782-6700</p>
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4. Modifying this Agreement

The parties may modify this agreement only in a writing signed by the District and the Village.

5. Terminating this Agreement

Any party to this agreement may terminate it at any time by providing written notice to the other party indicating the effective date of the termination and the reasons for the termination.

6. Severability

If a court of competent jurisdiction holds any part of this agreement unenforceable, the remainder of the agreement will continue in effect.

7. Governing Law

The laws of Wisconsin govern any dispute arising under or related to this agreement.

8. Conflicts of Interest

No officer, employee, or agent of either party to this agreement who has any responsibility for implementing this agreement may have any interest in any consultant, contractor, or vendor providing anything for the project pursuant to this agreement.

9. Resolving Disputes

If a dispute arises under this agreement, the parties will first 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, except that each party will be responsible for its own attorney fees. If the dispute is not resolved within 30 days after the mediation session, any party to this agreement may take the matter to court.

10. Liability

The parties will be liable for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of the other party, then the parties will hold each other harmless for any losses, damages, costs, or expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

11. Independence of the Parties

This agreement does not create a partnership, and neither party may enter into contracts on behalf of another party.

12. Counterparts

This agreement may be signed in one or more counterparts, each of which, taken together, constitutes one and the same document.

13. Signature Authority

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF ELM GROVE

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

By: _____
Tom Harrigan
Village Manager

Date: _____

Date: _____

Approved as to form

Attorney for the District