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City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2004-0111	Resolution	In Committee
Resolution to approve Agreement by and between the City of West Allis and the School District of West Allis-West Milwaukee, et al, relative to Honey Creek/Franklin School Grounds Revitalization Plan		
Introduced: 4/5/2004		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Adopted

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 05 2004</u>			Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
		✓	Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Trudell				
			Vitale				
			Weigel				
		TOTAL		5	0		

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

Chair: _____ Vice-Chair: _____ Member: _____

COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 05 2004</u>		✓	Barczak	✓			
		✓	Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Trudell <i>et</i>				✓
			Vitale	✓			
			Weigel	✓			
		TOTAL		9	-		

C: Dev. Dept. Engineering
Kris Phinney

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderspersons: Barczak
Lajsic
Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderspersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderspersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderspersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderspersons: Sengstock
Weigel
Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0111

Final Action:

Resolution to approve Agreement by and between the City of West Allis and the School District of West Allis-West Milwaukee, et al, relative to Honey Creek/Franklin School Grounds Revitalization Plan

WHEREAS, the City of West Allis Common Council, on November 21, 2000, adopted Resolution No. 26555 relative to adopting the Honey Creek/Franklin School Grounds Revitalization Plan; and,

WHEREAS, the aforesaid project is eligible for Community Development Block Grant (CDBG) funds which have been reserved from the 2003 and 2004 CDBG budget to provide financial support for this phase of improvements to Honey Creek Park; and,

WHEREAS, it is in the public interest that Honey Creek Park/Franklin School Grounds be improved; and,

WHEREAS, the City's Development Department and Engineering Department has prepared, in conjunction with the School District of West Allis-West Milwaukee, et al, an Agreement (the "Agreement") which is hereby incorporated herein by this reference and made a part hereof to the said extent as if set out in full herein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Agreement, by and between the City of West Allis and the School District of West Allis-West Milwaukee, et al for improvements to the Honey Creek Park/Franklin School Grounds is hereby approved.

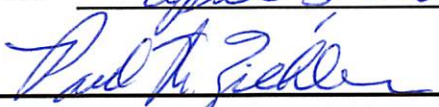
BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the current estimated cost for the project is \$370,000 and that \$388,162 is currently appropriated from Community Development Block Grant Funds to pay the liability that will be incurred by the City under the aforesaid Agreement.

BE IT FURTHER RESOLVED that the proper City officers be and are hereby directed to execute and deliver the Agreement on behalf of the City.

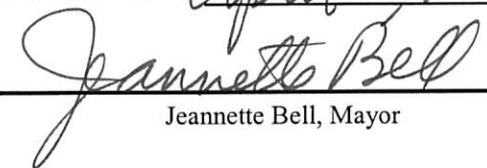
cc: Department of Development
Superintendent, School District of West Allis-West Milwaukee, et al
Grant Accounting Specialist
Principal Engineer, Engineering Dept.
h:\Dev-R340-4-5-04\jmg

ADOPTED

April 5 2004


Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

April 9 2004


Jeannette Bell, Mayor

AGREEMENT

THIS AGREEMENT made by and between the **CITY OF WEST ALLIS**, a municipal corporation with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin (the "City") and the **WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT**, a municipal corporation with principal offices at 9333 West Lincoln Avenue, West Allis, Wisconsin (the "District").

WITNESSETH:

WHEREAS, the City of West Allis Common Council, on November 21, 2000, adopted Resolution No. 26555 relative to adopting the Honey Creek/Franklin School Grounds Revitalization Plan; and,

WHEREAS, funding has been reserved from the 2003 and 2004 Community Development Block Grant budget to provide financial support for this phase of improvements to Honey Creek Park; and,

WHEREAS, the aforesaid Project is eligible for Community Development Block Grant funds; and,

WHEREAS, the Block Grant Committee has conducted a public hearing and has recommended on August 21, 2003 to approve the preliminary program which included the Project; and,

WHEREAS, the Common Council has recommended approval of the Block Grant Committee recommendations on September 2, 2003, by Resolution Number R-2003-0247; and

WHEREAS, it is in the public interest that Honey Creek Park/Franklin School Grounds be improved; and,

WHEREAS, the City and the District have agreed to cooperate in making the aforesaid improvements.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. **Plans and Specifications.** The City will prepare plans and specifications for the improvement of Honey Creek Park/Franklin School Grounds (the "Project"). See attached Exhibit "A" for plan narrative.
2. **James E. Dottke Wildlife Habitat Relocation.** The District will prepare plans and specifications for the relocation of the prairie plantings. The relocation of the prairie plantings will be conducted by the District which will also be solely responsible for the design, arrangement, supervision and inspection pertaining to said James E. Dottke Wildlife Habitat.
3. **Commencement of the Project.** The Project will proceed only after the Common Council of West Allis and the Board of Education of the District approve the Project.
4. **Public Bids.** The City shall publicly bid and be the contracting party responsible for engineering and inspection for all the construction to be done pursuant to the contract; except, however, the District shall designate a contact person to handle questions from the City and make decisions relative to the Project.
6. **Right of Entry.** The District grants to the City, its agents, contractors and employees, a temporary right of entry on School District lands for the Project including the right to operate necessary equipment thereon, the right to store excavation and construction materials and the right of ingress and egress, as long

as required for completion of the Project. The District also grants to the City, its agents, contractors and employees, the right to remove trees and fencing on School District lands.

7. **Repair and Maintenance.** Upon completion and acceptance of the Project improvements, the improvements shall be repaired and maintained in accordance with Exhibit "B" as well as the following allocation of maintenance between the City and the District:
 - a. The City shall repair and maintain the entire parking lot along W. National Avenue. Repair and maintenance of the parking lot shall include all items of normal maintenance up to and including sealing of the surface as determined necessary by the City's Director of Public Works. The maintenance of the parking lot will also include painting of the parking stall lines as determined necessary by the City's Director of Public Works. The City shall be responsible for snow and ice control operations in this parking lot.
 - b. As shown in Exhibit B, the City and the District shall each be responsible for providing, constructing and maintaining their respective pedestrian walks, including snow and ice control on said sidewalks.
 - c. The City and the District shall each be responsible for repair and maintenance of their respective drainage structures that lie entirely within the property of either the City or the District. The District shall also be responsible for repair and maintenance of their sewer laterals that cross

onto City property up to the connection with the City's mainline storm sewer.

- d. Major repairing, including surfacing of the parking lot pavement or reconstruction of the parking lot drainage facilities that cross the property line shall be a joint responsibility with the cost to be shared proportionally. Any work done under this paragraph must meet with the approval of both the City and the District.
- e. The City and the District shall each be responsible for the maintenance of the grass, weed control, and brush removal within their individual properties except that:
 - 1. the District shall maintain the athletic field which is partially on City property; and,
 - 2. the District shall maintain the wildlife habitat which is entirely on City property. This includes maintaining the prairie plantings as an aesthetically pleasing amenity which accentuates the log cabin, gazebo and other improvements to Honey Creek Park.
- f. The City shall separate the existing combined lighting electrical circuit that currently serves both City and District property. The two new separated electrical circuits shall have separate meters and each party shall be responsible for its own utility costs. The City and the District shall then each maintain their respective circuits and any light fixtures on its respective property.

8. **No Other Agreements.** The City and the District acknowledge that this Agreement involves the major repair and construction of a parking lot and other park improvements and shall proceed in accordance with this Agreement, notwithstanding any contrary provisions in any previous agreements.
9. **Termination.** It is expressly understood that no liability whatsoever shall accrue to the City or the District for delay in the awarding or completion of contracts for the Project. In the event that the Project is delayed beyond the 2004 construction season, this Agreement shall become null and void and the parties shall have no further obligations there under.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

5th day of April, 2004.

Witness:



Lorraine C. Kirchner
(SEAL)

WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT

By:

Kurt D. Wachholz

Kurt Wachholz, Superintendent

Witness:

Lorraine C. Kirchner

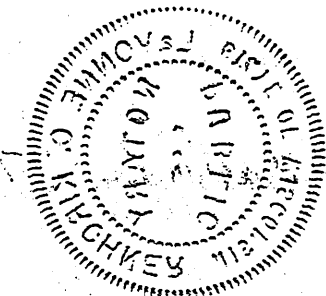
Doug Linse
Doug Linse, Deputy Superintendent

Approved as to form this _____ day of _____, 2004.

Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

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Handwritten signature and illegible text, possibly a stamp or official note.

Witness:

Janette Wardeniski
(SEAL)

Janette Wardeniski
(SEAL)

CITY OF WEST ALLIS

By: Jeannette Bell

Jeannette Bell, Mayor

By: Paul M. Ziehler

Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer

Countersigned at West Allis this 15th day of April, 2004, and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.

Witness:

Hermine Couturier

Gary A. Schmid
Gary A. Schmid
Chief Financial Officer
Manager, Finance/Comptroller

Approved as to form this 20 day of April, 2004.

Scott E. Post
Scott E. Post
City Attorney

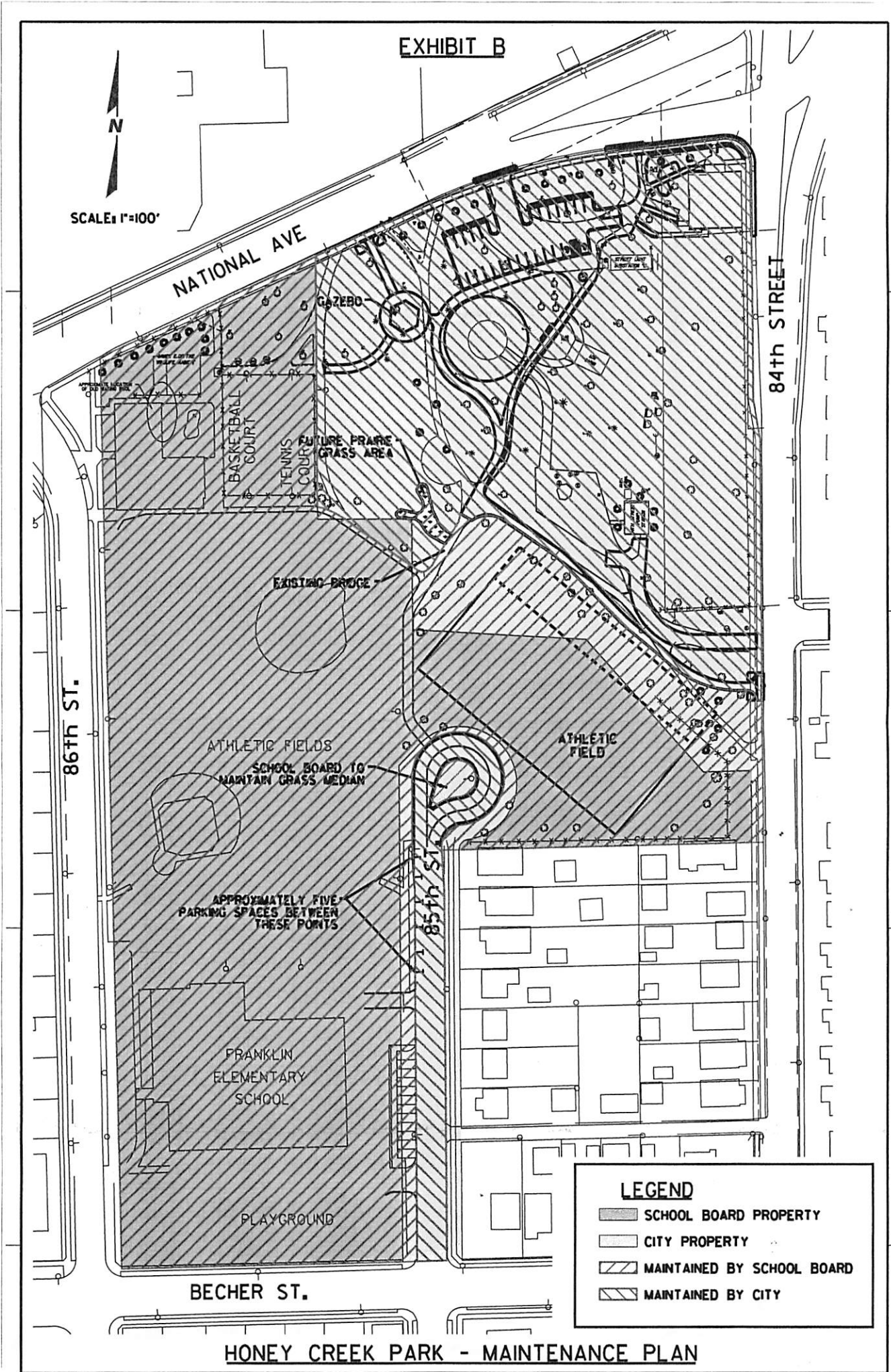
Exhibit "A"

Project Plan Narrative

The proposed parking lot with access to West National Avenue will consist of a four (4) inch hot mix asphalt pavement on an eight (8) inch crushed stone base with concrete curb and gutter. The parking lot will be painted with approximately 25 parking stalls, one of which would be an accessible parking space. The improvements to the Honey Creek Park will also include new concrete sidewalks connecting S. 84 Street to the new parking lot and W. National Avenue. The sidewalk will be constructed with five (5) inch colored and imprinted concrete. There will be a new gazebo constructed with picnic tables as well as new decorative benches and trash receptacles placed periodically along the sidewalk. The existing lighting circuit will be separated between the City and the District and some of the existing light fixtures will be relocated around the parking lot and sidewalks. Several trees and fencing will be removed on both City and District lands to accommodate the athletic field and sidewalks. Additional storm sewer will be constructed to provide drainage of the parking lot and other park areas. The area between W. National Avenue and the parking lot will be landscaped to screen the parking lot from the street. The area north of the existing athletic field will be filled in and topsoil and sod will be laid. Sod will also be placed adjacent to the Franklin field house and the tennis/basketball courts after the wildlife habitat and fencing have been removed.

EXHIBIT B

N
SCALE: 1"=100'



HONEY CREEK PARK - MAINTENANCE PLAN

Exhibit "A"

Project Plan Narrative

The proposed parking lot with access to West National Avenue will consist of a four (4) inch hot mix asphalt pavement on an eight (8) inch crushed stone base with concrete curb and gutter. The parking lot will be painted with approximately 25 parking stalls, one of which would be an accessible parking space. The improvements to the Honey Creek Park will also include new concrete sidewalks connecting S. 84 Street to the new parking lot and W. National Avenue. The sidewalk will be constructed with five (5) inch colored and imprinted concrete. There will be a new gazebo constructed with picnic tables as well as new decorative benches and trash receptacles placed periodically along the sidewalk. The existing lighting circuit will be separated between the City and the District and some of the existing light fixtures will be relocated around the parking lot and sidewalks. Several trees and fencing will be removed on both City and District lands to accommodate the athletic field and sidewalks. Additional storm sewer will be constructed to provide drainage of the parking lot and other park areas. The area between W. National Avenue and the parking lot will be landscaped to screen the parking lot from the street. The area north of the existing athletic field will be filled in and topsoil and sod will be laid. Sod will also be placed adjacent to the Franklin field house and the tennis/basketball courts after the wildlife habitat and fencing have been removed.

EXHIBIT B

N
SCALE 1"=100'

