

22



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
R-2006-0372	Resolution	In Committee
Resolution to approve an agreement for traffic signals at Root River Parkway and West National Avenue by and between the City of West Allis and Milwaukee County		
Introduced: 12/19/2006		Controlling Body: Public Works Committee
Sponsor(s): Public Works Committee		

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak				
			Czaplewski				
			Dobrowski	✓			
<u>1-16-07</u>		✓	Kopplin	✓			
			Lajsic				
			Narlock	✓			
			Reinke				
			Sengstock	✓			
	✓		Vitale	✓			
			Weigel				
			TOTAL	<u>5</u>			

SIGNATURE OF COMMITTEE MEMBER

[Signature]  
 Chair Vice-Chair Member

COMMON COUNCIL ACTION adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak	✓			
			Czaplewski	✓			
		✓	Dobrowski	✓			
<u>1-16-07</u>			Kopplin	✓			
	✓		Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL:	<u>10</u>	<u>—</u>		



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2006-0372**

**Final Action:**

**Sponsor(s):** Public Works Committee

JAN 16 2007

Resolution to approve an agreement for traffic signals at Root River Parkway and West National Avenue by and between the City of West Allis and Milwaukee County.

WHEREAS, the City Engineer has recommended that the City enter into an agreement with Milwaukee County for the design, construction, operation and maintenance of traffic control signals and related traffic control facilities at the intersection of Root River Parkway and West National Avenue; and,

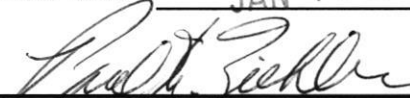
WHEREAS, the aforesaid installation will promote traffic safety at the intersection.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Agreement for traffic signals at Root River Parkway and West National Avenue by and between the City of West Allis and Milwaukee County, a copy of which Agreement is attached hereto and made a part hereof, be and is hereby approved.
2. That the City Engineer be and is hereby authorized and directed to execute and deliver the aforesaid Agreement on behalf of the City of West Allis.

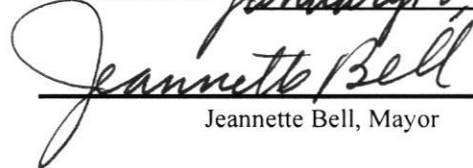
ADOPTED

JAN 16 2007

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

APPROVED

January 8, 2007

  
 \_\_\_\_\_  
 Jeannette Bell, Mayor

AGREEMENT FOR TRAFFIC SIGNALS AT  
ROOT RIVER PARKWAY AND WEST NATIONAL AVENUE

THIS AGREEMENT is made and entered into by and between the City of West Allis ("City"), a municipal corporation, and the Milwaukee County Department of Parks, Recreation and Culture ("DPRC"), an agency of Milwaukee County ("County"), a body corporate, relating to the design, construction, operation, and maintenance of the traffic control signals and related traffic control facilities at the intersection of Root River Parkway and West National Avenue ("Intersection").

WHEREAS, the City has obtained state and federal funding (Hazard Elimination Safety, 90% of eligible construction costs), for the construction of traffic signals at the Intersection with the completed plans to be submitted to the Wisconsin Department of Transportation ("WisDOT") for the State of Wisconsin construction contract bidding process.

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic control signals shall be designed, constructed, operated, and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The City hereby agrees:
  - (a) That it will, through its Engineering Department and other appropriate and necessary agencies of the City and WisDOT, design and construct traffic control signals, including necessary underground conduit and related traffic control facilities at the Intersection; and will pay one-half (1/2) of the local share of the total cost of such design and construction; and the DPRC will pay for one-half (1/2) of the local share of the total cost of such design and construction.
  - (b) That it will share the total cost of electrical service installation for the traffic control signals at the Intersection with the DPRC. The City agrees to pay one-half (1/2) of the cost of service installation; and the DPRC will pay one-half (1/2) of the cost of the service installation.
  - (c) That it will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signal and control cabinet

painting, controller service, detector service, etc.) for the entire traffic control signal installation and will pay the cost of said maintenance.

- (d) That it will make all necessary repairs and replacements to equipment that fails to function properly as a result of normal wear and deterioration and will pay the cost of said repairs and/or replacements.
- (e) That it will make all necessary repairs and replacements to equipment damaged by accident, vandalism, or acts of God, and will pay one-half (1/2) of the cost of any such repairs and replacements that are deemed by the City Attorney to be otherwise non-compensable, and within sixty (60) days of completion of said work; and bill the DPRC for one-half (1/2) of the cost of repairing said damages.

If damaged by accident or vandalism the City Attorney may pursue damages against the responsible person(s) and reimburse the DPRC for the amount paid upon recovery.

- (f) That it will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and will pay one-half (1/2) of the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work, bill the DPRC for one-half (1/2) the cost of said additions or revisions.
- (g) That it will obtain concurrence from the DPRC prior to equipment additions or revisions for which cost participation by the DPRC would be required.
- (h) That it will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with the DPRC.
- (i) That the City, as subscriber for service with WE Energies, will pay the total cost of energy for the traffic control signals at the Intersection.

II. The DPRC hereby agrees:

- (a) That it will pay one-half (1/2) of the local share of the cost of design and construction for the traffic control signals at the Intersection with the City, including necessary underground conduit and related traffic control facilities.
- (b) That it will pay one-half (1/2) of the cost of the electrical service installation for the traffic control signals at the Intersection with the City.

- (c) That the City is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (c), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The DPRC agrees to pay for one-half (1/2) the cost of repairs as indicated in I. (e) and I. (f), when billed by the City.
- (d) That the City is to perform all work related to the operation of the traffic control signals at the Intersection, including engineering, except such immediate emergency measures as may need to be taken when the City forces are not present and the public safety may be in jeopardy.
- (e) That the City shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the City Public Works Department, in collaboration with the DPRC.
- (f) That the City, as subscriber for service with Wisconsin Electric Power Company, agrees to pay the total cost of energy for the traffic control signals at the Intersection.
- (g) If discovered by County forces, the County agrees to promptly notify the City, (at the phone numbers listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipments or related traffic control facilities.

Electrical Division – (414) 302-8808  
Engineering Department – (414) 302-8360

### III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of the City.

### IV. Liability

The City shall request layouts of the County underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The City shall be required to take precautionary measures to avoid damage to such underground facilities. The County shall supply the City with a complete record of the existing

underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection covered by this agreement, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

V. Payments

After completion of the signal installation, the City and the DPRC representatives will together inspect the signal installation for acceptance. Upon acceptance by both agencies, a complete accounting of the costs for design and construction shall be conducted. Each agency shall then be required to pay their share of the costs as indicated in I. (a) and (b) and II. (a) and (b).

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue and be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the City and the DPRC regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of the City of West Allis affix their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed and Sealed in  
the presence of

CITY OF WEST ALLIS,  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
MICHAEL LEWIS  
CITY ENGINEER

IN WITNESS WHEREOF, the undersigned on behalf of the Milwaukee County  
Department of Parks, Recreation and Culture affix their hands and seals this  
5<sup>th</sup> day of January, 2007.

Signed and Sealed in  
the presence of

Peggy A. Kubricky

MILWAUKEE COUNTY,  
A BODY CORPORATE

Sue Black

SUE BLACK  
DIRECTOR OF PARKS,  
RECREATION AND CULTURE

AGREEMENT FOR TRAFFIC SIGNALS AT  
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- (e) That the City shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the City Public Works Department, in collaboration with the DPRC.
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IN WITNESS WHEREOF, the undersigned on behalf of the City of West Allis affix their hands and seals this 19<sup>th</sup> day of January, 2007.

Signed and Sealed in  
the presence of

Nancy Stenzel

CITY OF WEST ALLIS,  
A MUNICIPAL CORPORATION

Michael Lewis  
MICHAEL LEWIS  
CITY ENGINEER

IN WITNESS WHEREOF, the undersigned on behalf of the Milwaukee County Department of Parks, Recreation and Culture affix their hands and seals this 5<sup>th</sup> day of January, 2007.

Signed and Sealed in  
the presence of

Peggy A. Kubricky

MILWAUKEE COUNTY,  
A BODY CORPORATE

Sue Black

SUE BLACK  
DIRECTOR OF PARKS,  
RECREATION AND CULTURE

