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City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2003-0208	Resolution	In Committee
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Resolution Authorizing and Directing the City Engineer to Enter Into an Intergovernmental Cooperation Agreement By and Between the City of West Allis and the Milwaukee Metropolitan Sewerage District Concerning the Flood Management Plan for the Root River (West National Avenue Culverts).

Introduced: 7/1/2003

Controlling Body: Public Works Committee

COMMITTEE RECOMMENDATION

adopt

MOVER: *Sengstock*

AYES *4* NOES *0*

SECONDER: *Weigel*

EXCUSED *Vitale*

COMMITTEE ACTION DATE *7/1/2003*

SIGNATURES OF COMMITTEE MEMBERS

Ruben [Signature]
Chair

Vice-Chair

COMMON COUNCIL ACTION *adopted*

FINAL ACTION DATE *7-1-03*

MOVER:
Narlock

SECONDER:
Lajsic

	AYE	NO
1. Barczak	<input checked="" type="checkbox"/>	
2. Czaplewski	<input checked="" type="checkbox"/>	
3. Kopplin	<input checked="" type="checkbox"/>	
4. Lajsic	<input checked="" type="checkbox"/>	
5. [Redacted]		
6. Narlock	<input checked="" type="checkbox"/>	
7. Reinke	<input checked="" type="checkbox"/>	
8. Sengstock	<input checked="" type="checkbox"/>	
9. Trudell	<input checked="" type="checkbox"/>	
10. Vitale	<input checked="" type="checkbox"/>	
<i>Weigel</i>	<input checked="" type="checkbox"/>	
TOTAL	<u><i>9</i></u>	<u><i>0</i></u>

2: Engagement
Mary Starbuck
Long Beach



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0208

Final Action:

7-1-03

Resolution Authorizing and Directing the City Engineer to Enter Into an Intergovernmental Cooperation Agreement By and Between the City of West Allis and the Milwaukee Metropolitan Sewerage District Concerning the Flood Management Plan for the Root River (West National Avenue Culverts).

WHEREAS, the West Allis Common Council has approved an agreement with the Wisconsin Department of Transportation to reconstruct the intersection of W. National Ave./W. Oklahoma Ave./S. Root River Pkwy; and,

WHEREAS, reconstruction of the culvert structure at the intersection of W. National Ave./Oklahoma Ave./S. Root River Pkwy is critical to the overall intersection project; and,

WHEREAS, the Engineering Department, working in cooperation with the Milwaukee Metropolitan Sewerage District (MMSD), have reached an agreement on funding the project; and,

WHEREAS, the reconstruction project will not only make the intersection safer for drivers and pedestrians, but will reduce the threat of flooding with the new culvert structure.

NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the City Engineer be and is hereby authorized and directed to enter into an agreement with MMSD for the project, a copy of the Intergovernmental Cooperation Agreement is attached hereto and by reference made a part hereof. The City Engineer is authorized, upon advice of the City Attorney, to make minor changes in the Intergovernmental Cooperation Agreement.

BE IT FURTHER RESOLVED that the total estimated project cost is \$1,531,000 of which MMSD's share is estimated at \$1,222,000 and the City's share is estimated at \$309,000.

BE IT FURTHER RESOLVED that the City Engineer forward a certified copy of this Resolution, together with the executed Project Agreement, to the office of MMSD.

ADOPTED

July 1, 2003

Paul M. Ziehler

Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED

July 3, 2003

Jeannette Bell

Jeannette Bell, Mayor

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WEST ALLIS AND
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
CONCERNING THE FLOOD MANAGEMENT PLAN FOR THE ROOT RIVER
(WEST NATIONAL AVENUE CULVERTS)

The City of West Allis, a general purpose municipal corporation, organized and operating pursuant to Ch. 62, Stats., hereafter "City," and the Milwaukee Metropolitan Sewerage District, a municipal body corporate, organized and operating pursuant to secs. 200.21 through 200.65, Stats., hereafter "District," enter into this Intergovernmental Cooperation Agreement, pursuant to sec. 66.0301, Stats., effective the date of the last signature affixed to bottom of this document, for the purpose of establishing the responsibilities of the District and the City with relation to the design, construction, and maintenance of a culvert or bridge system over the Root River to replace an existing structure at West National Avenue:

WHEREAS, the District has taken jurisdiction of the Root River for purposes of projecting, planning, design and construction for the drainage needs of the watershed and has devised the Root River Flood Management Plan to ameliorate or alleviate flood damage to property along the Root River within the corporate boundary of the City; and

WHEREAS, during the design phase of the Root River Flood Management Plan, the District determined that the existing three-cell reinforced concrete box culvert under West National Avenue is inadequate to allow flows from the 1% probability flood to pass; and

WHEREAS, the District has determined that the existing three-cell reinforced concrete box culvert under West National Avenue must be replaced or modified to create a free opening under the roadway that is adequate to allow flows from the 1% probability flood to pass; and

WHEREAS, the District has agreed to reimburse the City for a portion of the costs incurred to design a free opening under West National Avenue to allow flows from the 1% probability flood to pass; and

WHEREAS, the District has agreed to reimburse the City for a portion of the costs incurred to design and construct a free opening under West National Avenue adequate to allow flows from the 1% probability flood to pass, including costs for construction administration and inspection activities, relating to mobilization, demobilization, demolition of the existing culvert, and construction of any modified or replacement structure; and

WHEREAS, the City has agreed to fund a portion of the costs incurred to design and construct a free opening under West National Avenue adequate to allow flows from the 1% probability flood to pass, including costs for construction administration and inspection activities, relating to mobilization, demobilization, demolition of the existing culvert, and construction of any modified or replacement structure; and

WHEREAS, the City and the State of Wisconsin Department of Transportation executed an agreement on November 8, 2002, whereby the state agreed to reconstruct the West National Ave/West Oklahoma Ave. intersection pavement over the existing three-cell reinforced concrete box culvert under West National Avenue; and

WHEREAS, the District has agreed to reimburse the City for its costs to design, construct, administrate, and inspect construction activities, relating to stream realignment, bank stabilization, restoration and landscaping improvements made along the Root River within the project limits; and

WHEREAS, the Metropolitan Sewerage Commission, acting for and on behalf of the District, approved the proposed West National Avenue Flood Abatement Improvements as part of its adoption of the Root River Flood Management Plan in Resolution 00-140-9, on September 25, 2000; and the Commission directed District staff that District participation was contingent

upon the City's assumption of the cost for maintenance, including repair and replacement of the structure in the future, if needed; and

WHEREAS, the City has agreed that the City will be responsible for the maintenance of the structure once it is built, including the costs of repair and replacement of the facility in the future, if needed, and the District has agreed to be responsible for the maintenance of the realigned stream and bank stabilization;

NOW, THEREFORE, in light of the above and foregoing declarations, the City and the District, in consideration of the mutual promises made by them in this Agreement, agree as follows:

1. Defined Terms. (a) "Culvert or Bridge System" means the structure or structures necessary to provide a free opening under West National Avenue adequate to allow flows from the 1% probability flood to pass. It does not include the replacement roadway over the top of the Culvert or Bridge System.

(b) "Flood Abatement Structure" means the Culvert or Bridge System and the Replacement Roadway over the top of the Culvert or Bridge System.

(c) "Stream Improvements" means the stream realignment, bank stabilization, restoration, and landscaping improvements contemplated by this project.

(d) "Replacement Roadway" means that portion of the roadway over the Culvert or Bridge System determined by deducting the amount of roadway over the three-cell reinforced concrete box culvert under West National Avenue, as it existed on June 1, 2003, from the amount of roadway needed over the Culvert or Bridge System necessary to allow flow from the 1% probability flood to pass below West National Avenue. In no event,

however, shall Replacement Roadway exceed 910 square yards of roadway.

2. Design Services. (a) Flood Abatement Structure. The City will design a Culvert or Bridge System and the Replacement Roadway over the top of the Culvert or Bridge System. The Flood Abatement Structure will be located upon the City's West National Avenue street right-of-way.

(b) Stream Realignment; Bank Stabilization; Restoration; Landscaping Improvements. The City will design the "Stream Improvements," which will be sited upon Milwaukee County parkland, with direction from the District. The District will obtain the construction easement(s) from Milwaukee County for the Stream Improvements.

(c) Permits. The District will obtain all applicable permits from the State of Wisconsin Department of Natural Resources and the United States Army Corps of Engineers for the Flood Abatement Structure; provided, however, that the City agrees to cooperate in the permit application process, including, if necessary, the City becoming a sponsoring or co-sponsoring municipality. The District will obtain any necessary approvals and any necessary rights-of-entry for the Stream Improvements from Milwaukee County.

3. Reimbursement For Design Services. (a) Flood Abatement Structure. (i) The District agrees to reimburse the City for 67% of all reasonable and actual design costs for the Culvert or Bridge System, provided the District has been afforded a reasonable opportunity to review and approve the design and construction costs before the design and construction contracts are implemented and further provided that the total cost of the design and engineering services does not exceed \$121,000. Both parties hereto agree that, in the event the total cost of

design and engineering services exceeds \$121,000, either party can reject all proposals and issue a new request for proposals.

(ii) In addition to the payment of \$121,000 for design and engineering services referenced above, the District agrees to reimburse the City for 100 % of all reasonable and actual design costs for the Replacement Roadway, up to a maximum of 910 square yards. The District will make payment upon completion of the design by the City.

(b) "Stream Improvements." The District agrees to reimburse the City for 100% of all reasonable and actual design costs for Stream Improvements. The District will make payment upon completion of the design by the City.

4. Construction Services. The City agrees to construct the Flood Abatement Structure and the Stream Improvements. The District agrees to provide inspection services for the Stream Improvements.

5. Reimbursement For Construction Costs. (a) "Flood Abatement Structure." (i) The District agrees to reimburse the City for 100% of the reasonable and actual costs to demolish the existing three-cell reinforced concrete box culvert under West National Avenue. (ii) Provided the total bid cost for construction of the Culvert or Bridge System does not exceed \$1,410,000, the District agrees to reimburse the City for 67% of all reasonable and actual construction costs for the construction for the Culvert or Bridge System. Both parties agree that, in the event the total bid for construction exceeds \$1,410,000, either party can require that all bids be rejected and the contract be rebid. (iii) The District agrees to reimburse the City for 100 % of all reasonable and actual construction costs for Replacement Roadway, up to a maximum of 910 square yards of roadway.

(b) Stream Improvements. The District agrees to reimburse the City for all reasonable and actual construction costs for Stream Improvements.

6. Maintenance. The City agrees that it will maintain the Culvert and Bridge System to its design capacity or as may otherwise be required by law, including repair or replacement of the structure in compliance with any applicable regulations of the District, the Wisconsin Department of Transportation, and the Wisconsin Department of Natural Resources. The District shall maintain the Stream Improvements for the purpose of maintaining their hydraulic and hydrology capabilities.
7. Hold Harmless Agreement. In the event that the maintenance of the Flood Abatement Structure by the City, including the need to repair or replace such structure or any part thereof, is a cause, in whole or in part, for violation of any applicable regulations of the Wisconsin Department of Natural Resources, the City will defend and hold harmless the District against any and all liability, claim, need to remediate, demand, judgment, or settlement. The District will be responsible for any violations caused solely by District conduct and will hold the City harmless against any and all liability, claim, remediation, demand, judgment, or settlement arising out of such conduct.

WHEREFORE, authorized representatives of the parties to this Intergovernmental Cooperation Agreement affix their signatures, being duly authorized to do so.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

Executed this 26th day of January, 2004

By: Kevin L. Shafer
Kevin L. Shafer, Executive Director

Approved as to form:
[Signature]
District Division of Legal
Services

CITY OF WEST ALLIS

Executed this 8th day of January, 2004,
pursuant to Resolution No. R-2003-0208,
adopted on the first day of July, 2003,
by the Common Council of West Allis

By: [Signature]
Michael G. Lewis, City Engineer

Approved as to form: 1-8-04

[Signature]
Scott E. Post
City Attorney

Estimate for Three 24 Foot Con-Span Structures

	Total	MMSD	West Allis	Federal HES
Structure Costs:		(67%)	(33%)	
Pre-cast arch pieces (3x24'x176')	\$450,000	\$301,000	\$149,000	\$0
Footings (4x4'x3'x176')	\$300,000	\$201,000	\$99,000	\$0
Structure Erection	\$100,000	\$67,000	\$33,000	\$0
Structure Demolition	\$125,000	\$125,000	\$0	\$0
Excavation	\$150,000	\$150,000	\$0	\$0
Landscaping	\$45,000	\$45,000	\$0	\$0
Pedestrian Path	\$40,000	\$40,000	\$0	\$0
Subtotal	\$1,210,000	\$929,000	\$281,000	\$0
Engineering (10%)	\$121,000	\$93,000	\$28,000	\$0
Subtotal	\$1,331,000	\$1,022,000	\$309,000	\$0
Contingencies (15%)	\$200,000	\$200,000	\$0	\$0
Structure Total	\$1,531,000	\$1,222,000	\$309,000	\$0
Road Costs:				
Design & Review	\$156,000	\$12,000	\$144,000	\$0
ROW	\$100,000	\$0	\$100,000	\$0
Construction	\$863,000	\$66,000	\$122,000	\$675,000
Road Total	\$1,119,000	\$78,000	\$366,000	\$675,000
Grand Total	\$2,650,000	\$1,300,000	\$675,000	\$675,000

MMSD responsible for 910 sy
of pavement over bypasses