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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-2004-0135

Resolution

In Committee

Resolution approving the Intergovernmental Cooperation Agreement between the City of West Allis and the City of Greenfield for the improvement of W. Morgan Ave. from S. 108 St. to S. 113 St.

Introduced: 05/04/2004

Controlling Body: Public Works Committee

### COMMITTEE RECOMMENDATION A-DOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>5-4-04</u>			Barczack				
			Czaplewski				
			Dobrowski	x			
			Kopplin	x			
			Lajsic				
			Narlock	x			
			Reinke				
	✓		Sengstock	x			
			Vitale	x			
			Weigel				
			TOTAL	<u>5</u>	<u>0</u>		

### SIGNATURE OF COMMITTEE MEMBER

*[Signature]*

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>MAY 04 2004</u>		✓	Barczack	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
	✓		Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>10</u>	<u>0</u>		

C. Engineering  
Mary Starbeck

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

**ADMINISTRATION & FINANCE**

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
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**LICENSE & HEALTH**

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel



# City of West Allis

## Resolution

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number: R-2004-0135

Final Action:  
**MAY 04 2004**

Resolution approving the Intergovernmental Cooperation Agreement between the City of West Allis and the City of Greenfield for the improvement of W. Morgan Ave. from S. 108 St. to S. 113 St.

WHEREAS, Wisconsin Statutes Section 66.30 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for, among other things, the joint exercise of any power authorized by law; and

WHEREAS, the City of West Allis and the City of Greenfield desire to make certain public improvements in West Morgan Avenue, the centerline of which is the boundary line between the two cities; and,

WHEREAS, the City of West Allis and the City of Greenfield desire to enter into an Agreement to set forth their understanding with respect to the construction of the aforesaid public improvements.

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 City of Greenfield, a copy of which is attached hereto and by reference made a part hereof, for the installation of certain public improvements in West Morgan Avenue be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk/Treasurer be and are hereby authorized and directed to execute and deliver the aforesaid Agreement on behalf of the City of West Allis.

Eng04-42

ADOPTED

*May 4 2004*

*Paul M. Ziehler*

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

APPROVED

*May 7 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 ("West Allis") and the **CITY OF GREENFIELD**, a municipal corporation with principal offices at 7325 West Forest Home Avenue, Greenfield, Wisconsin ("Greenfield").

### **W I T N E S S E T H:**

**WHEREAS**, the center line of West Morgan Avenue from South 108<sup>th</sup> Street (State Trunk Highway 100) to South 113<sup>th</sup> Street is part of the jurisdictional boundary between West Allis and Greenfield; and,

**WHEREAS**, it is in the public interest that West Morgan Avenue be improved; and,

**WHEREAS**, West Allis and Greenfield 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.** West Allis will prepare plans and specifications for the improvement of West Morgan Avenue (the "Project"). See attached Exhibit "A" for plan narrative.
2. **Storm Sewer Installation.** Greenfield will prepare plans and specifications for any storm sewer work needed on the Greenfield side of West Morgan Avenue. The construction of the storm sewer will be added to the Project at the sole cost and expense of Greenfield. Greenfield will also be solely responsible for the inspection, staking, as-built, etc. pertaining to said storm sewer construction.

3. **Commencement of the Project.** The Project will proceed only after the Common Councils of both West Allis and Greenfield conduct a Public Hearing for the Project and approve the Project.
4. **Public Bids.** West Allis 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, Greenfield shall designate a contact person to handle questions from West Allis and make decisions relative to the Project. In addition, this person shall handle notification of Greenfield residents, complaints and calls regarding the construction. Complaints/questions that cannot be handled by Greenfield may be forwarded to West Allis.
5. **Payment.**
  - A. Prior to the award of any contract for the Project, West Allis will certify to Greenfield the amount estimated as Greenfield's share of the contract costs as herein provided. As any such costs become due under the contract, West Allis shall send a bill to Greenfield for its proportionate share of any such costs. The bill shall be paid in full by Greenfield to West Allis by wire transfer to the account designated in the bill within seven (7) business days of the receipt of the bill. A five percent (5%) penalty plus interest at the rate of 1.5% per month shall be applied to any amount not paid when due until the same has been paid in full. Upon completion of construction and acceptance of the work under any such contract, West Allis will make a final audit to determine the final divisions of costs based on bid prices and "as-built" quantities used in construction. A

final bill or refund, as the case may be, for any such contract shall be sent by West Allis to Greenfield.

B. In accordance with the City of West Allis Resolution No. 14862 and the City of Greenfield concurrence relating to the allocation of "major repairing" of the common boundaries between the cities, Greenfield's share of Project costs for the improvements made to West Morgan Avenue from South 108<sup>th</sup> Street (State Trunk Highway 100) to South 113<sup>th</sup> Street are as follows:

(1) One hundred percent (100%) of the cost of "pavement" improvements constructed south of the jurisdictional boundary between West Allis and Greenfield including the realignment and lowering of the pavement and subgrade, subgrade stabilization, excavation and grading, base aggregate, hot mix asphalt pavement, concrete curb and gutter, culverts, tree clearing and restoration. Greenfield's share of "pavement" costs is estimated to be about Two Hundred Fourteen Thousand One Hundred Fifty-four and 89/100 Dollars (\$214,154.89) as shown on attached Exhibit "B".

(2) One hundred percent (100%) of the cost of any storm sewer or culverts installed at Greenfield's request including the cost to extend the existing 60" diameter reinforced concrete pipe west of South 111<sup>th</sup> Street.

(3) Fifteen percent (15%) as payment for engineering and inspection as shown on attached Exhibit "B" and which amount is included in the estimate under (1) above.

6. **Right of Entry.** Greenfield grants to West Allis, its agents, contractors and employees, a temporary right of entry on West Morgan Avenue right-of-way 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.
7. **Repair and Maintenance.** Upon completion and acceptance of the Project improvements, the improvements shall be repaired and maintained in accordance with City of West Allis Resolution No. 14862 and City of Greenfield concurrence relating to the allocation of maintenance of the common boundaries between the cities.
8. **No Other Agreements.** West Allis and Greenfield acknowledge that this Agreement involves the major repair and reconstruction of pavement on West Morgan Avenue 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 West Allis 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 thereunder.

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

21 day of June, 2004.

Witness:

Danndra A. Krapp

Francis H. Ziegen

CITY OF GREENFIELD

By: Timothy T. Seider (SEAL)  
Timothy T. Seider, Mayor

By: Donna M. Rynders (SEAL)  
Donna M. Rynders, City Clerk

Countersigned at Greenfield this 21 day of June, 2004 and I hereby  
certify that provision has been made to pay the liability that will accrue under this contract by  
the City of Greenfield.

Witness:

Linda A. Peterson

Milton Vandermeuse  
Milton Vandermeuse, Finance Director

Approved as to form this 14 day of June, 2004.

Roger C. Pyzyk  
Roger C. Pyzyk, City Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

**Witness:**

Janette Wardeniski

Janette Wardeniski

**CITY OF WEST ALLIS**

By: Jeannette Bell (SEAL)  
Jeannette Bell, Mayor

By: Paul M. Ziehl (SEAL)  
Paul M. Ziehl,  
City Administrative Officer  
Clerk/Treasurer

Countersigned at West Allis this 11 day of MAY, 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 13 day of May, 2004.

Scott E. Post  
Scott E. Post, City Attorney

## Exhibit "A"

### Project Plan Narrative

The plans will provide for a hot mix asphalt pavement consisting of a four and one-half (4½) inch thick lower layer and a one and one-half (1½) inch thick upper layer of hot mix asphalt pavement constructed upon an eight (8) inch thick dense graded base. The roadway will consist of one 12-foot wide driving lane in each direction. There will also be a 1½-foot wide asphalt shoulder and a 1½-foot wide asphalt curb (as needed) on the West Allis side of the jurisdictional boundary and a 4-foot wide shoulder on the Greenfield side of the jurisdictional boundary. Concrete curb and gutter will be included only at the corners with intersecting streets. The plans will also include lowering of the roadway to improve sight distance conditions at the summit 140 feet west of S. 108<sup>th</sup> Street and the summit at River Glen Lane. A right turn lane and taper will be included eastbound in advance of the S. 108<sup>th</sup> Street intersection. Suitable excess excavation shall be placed along both sides of West Morgan Avenue as needed and tree clearing will be required on both sides of the roadway. New culverts shall be placed under <sup>some</sup> ~~all the~~ driveways and street crossings on Greenfield's side of the jurisdictional boundary. The plans will also include extending the 60-inch reinforced concrete pipe storm sewer, which crosses the roadway and discharges on Greenfield's side of the jurisdictional boundary. West Allis will notify Greenfield prior to the placement of the permanent pavement to verify the integrity and location of Greenfield's utilities. Adjustments of manholes and water valves shall be done as part of the construction contract.

Exhibit B

ESTIMATE OF QUANTITIES

W. Morgan Avenue S. 108th Street to S. 113th Street									
BID ITEM	Greenfield			West Allis			TOTAL UNITS	PRICE	AMOUNT
	ESTIMATE	ROUNDED	COST	ESTIMATE	ROUNDED	COST			
Excavation	2,600	2,600	23,972.00	2,600	2,600	23,972.00	5,200 Cu. Yds.	\$9.22	\$47,944.00
Borrow Excavation	500	500	2,250.00	500	500	2,250.00	1,000 Cu. Yds.	\$4.50	\$4,500.00
Tree Clearing	700	700	7,350.00	320	320	3,360.00	1,020 In. Dia.	\$10.50	\$10,710.00
Tree Grubbing	700	700	2,639.00	320	320	1,206.40	1,020 In. Dia.	\$3.77	\$3,845.40
Sodding	3,644	4,010	22,576.30	3,644	4,010	22,576.30	8,020 Sq. Yds.	\$5.63	\$45,152.60
Asphalt/Concrete Sawing	164	180	288.00	164	180	288.00	360 Lin. Ft.	\$1.60	\$576.00
Walk & Drive Removal	0	0	0.00	0	0	0.00	0 Sq. Ft.	\$0.70	\$0.00
Curb Removal	0	0	0.00	0	0	0.00	0 Lin. Ft.	\$3.40	\$0.00
Pavement Removal	84	100	334.00	84	100	334.00	200 Sq. Yds.	\$3.34	\$688.00
Asphalt Surface Removal	2,278	2,510	4,894.50	2,278	2,510	4,894.50	5,020 Sq. Yds.	\$1.95	\$9,789.00
5" Concrete Sidewalk	0	0	0.00	0	0	0.00	0 Sq. Ft.	\$2.88	\$0.00
7" Concrete Walk & Drive	0	0	0.00	0	0	0.00	0 Sq. Ft.	\$3.38	\$0.00
31" Conc. Curb and Gutter	240	270	2,762.10	160	180	1,841.40	450 Lin. Ft.	\$10.23	\$4,603.50
Relocate Mailbox Posts	5	5	550.00	0	0	0.00	5 Units	\$110.00	\$550.00
Pavement Ties	10	20	128.00	10	20	128.00	40 Each	\$6.40	\$256.00
Base Aggregate Dense, 1 1/4"	1,509	1,660	12,068.20	1,372	1,510	10,977.70	3,170 Tons	\$7.27	\$23,045.90
Base Aggregate Dense, 3"	364	400	3,180.00	343	380	3,021.00	780 Tons	\$7.95	\$6,201.00
Geotextile Fabric, Type SR	567	630	850.50	533	590	796.50	1,220 Sq. Yds.	\$1.35	\$1,647.00
Shaping Dense Graded Base Shoulders	0	0	0.00	0	0	0.00	0 Tons	\$11.95	\$0.00
4" Underdrain, Complete	0	0	0.00	0	0	0.00	0 Lin. Ft.	\$8.50	\$0.00
Tack Coat	334	370	436.60	302	340	401.20	710 Gallons	\$1.18	\$837.80
Hot Mix Asphalt Pavement (Type E-3)	1,132	1,250	39,600.00	1,024	1,130	35,798.40	2,380 Tons	\$31.68	\$75,398.40
Asphaltic Curb	0	0	0.00	1,640	1,800	630.00	1,800 Lin. Ft.	\$0.35	\$630.00
Asphaltic Flumes	0	0	0.00	20	30	432.00	30 Sq. Yds.	\$14.40	\$432.00
Salvaged Asphaltic Pavement Milling, Shoulders	88	100	1,565.00	88	100	1,565.00	200 Tons	\$15.65	\$3,130.00
Asphaltic Surface Patching	25	30	1,950.00	25	30	1,950.00	60 Tons	\$65.00	\$3,900.00
Adjust Utility Frames	20	20	5,850.00	20	20	5,850.00	40 Vert. Ft.	\$292.50	\$11,700.00
Adjust Water Valve Boxes	10	10	1,000.00	10	10	1,000.00	20 Each	\$100.00	\$2,000.00
Inlet Protection Barrier	0	0	0.00	10	10	245.00	10 Units	\$24.50	\$245.00
Manhole Protection Barrier	10	10	410.00	10	10	410.00	20 Units	\$41.00	\$820.00
60" dia. Storm Sewer	20	20	4,280.00	0	0	0.00	20 Lin. Ft.	\$214.00	\$4,280.00
48" dia. Storm Sewer	0	0	0.00	0	0	0.00	0 Lin. Ft.	\$175.00	\$0.00
60" Trash Grate	1.0	1.0	747.00	0.0	0.0	0.00	1 Units	\$747.00	\$747.00
Culvert Pipe Corrugated Steel 12-Inch	140	140	7,000.00	40	40	2,000.00	180 Lin. Ft.	\$50.00	\$9,000.00
Culvert Pipe Corrugated Steel 15-Inch	70	70	3,500.00	0	0	0.00	70 Lin. Ft.	\$50.00	\$3,500.00
Culvert Pipe Corrugated Steel 18-Inch	110	110	5,500.00	0	0	0.00	110 Lin. Ft.	\$50.00	\$5,500.00
Rip Rap	100	100	3,200.00	0	0	0.00	100 Tons	\$32.00	\$3,200.00
Silt Fence	500	500	700.00	500	500	700.00	1,000 Lin. Ft.	\$1.40	\$1,400.00
4" White (Solid) Edge Line Pavement Marking, Epoxy	1,640	1,640	524.80	1,640	1,640	524.80	3,280 Lin. Ft.	\$0.32	\$1,049.60
4" Yellow (Skip) Lane Line Pavement Marking, Epoxy	410	410	131.20	410	410	131.20	820 Lin. Ft.	\$0.32	\$262.40
18" White (Solid) Stop Bar Pavement Marking, Epoxy	30	30	120.00	45	50	200.00	80 Lin. Ft.	\$4.00	\$320.00
4" Yellow (Solid) Lane Line Pavement Marking, Epoxy	100	100	32.00	100	100	32.00	200 Lin. Ft.	\$0.32	\$64.00
4" Yellow (Solid) Double Center Line Pavement Marking, Epoxy	410	410	131.20	410	410	131.20	820 Lin. Ft.	\$0.32	\$262.40
8" White (Solid) Lane Line Pavement Marking, Epoxy	50	50	30.00	50	50	30.00	100 Lin. Ft.	\$0.60	\$60.00
6" White (Solid) Crosswalk Pavement Marking, Epoxy	40	40	132.00	40	40	132.00	80 Lin. Ft.	\$3.30	\$264.00
Turn Arrows Pavement Marking, Epoxy	0.5	0.5	55.00	0.5	0.5	55.00	1 Each	\$110.00	\$110.00
"Only" Pavement Marking, Epoxy	0.5	0.5	55.00	0.5	0.5	55.00	1 Each	\$110.00	\$110.00
Traffic Control	0.5	0.5	8,500.00	0.5	0.5	8,500.00	1 Lump Sum	\$17,000.00	\$17,000.00
PAVING SUBTOTAL			\$169,292.40			\$136,418.60			\$305,711.00
PAVING SUBTOTAL WITH CONTINGENCY (10%)			\$186,221.64			\$150,060.46			\$336,282.10
ENGINEERING (15%)			\$27,933.25			\$22,509.07			\$50,442.32
TOTAL PAVING COST			\$214,154.89			\$172,569.53			\$386,724.42