

37.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

| File Number | Title | Status |
|-------------|-------|--------|
|-------------|-------|--------|

R-2006-0185      Resolution      In Committee

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

Introduced: 8/1/2006

Controlling Body: Public Works Committee

COMMITTEE RECOMMENDATION ADOPT

| ACTION DATE:  | MOVER | SECONDER |            | AYE      | NO       | PRESENT | EXCUSED  |
|---------------|-------|----------|------------|----------|----------|---------|----------|
| <u>8-1-06</u> |       |          | Barczak    |          |          |         |          |
|               |       |          | Czaplewski |          |          |         |          |
|               |       |          | Dobrowski  | ✓        |          |         |          |
|               |       | ✓        | Kopplin    | ✓        |          |         |          |
|               |       |          | Lajsic     |          |          |         |          |
|               |       |          | Narlock    | ✓        |          |         |          |
|               |       |          | Reinke     |          |          |         |          |
|               | ✓     |          | Sengstock  | ✓        |          |         |          |
|               |       |          | Vitale     | ✓        |          |         |          |
|               |       |          | Weigel     |          |          |         |          |
|               |       |          | TOTAL      | <u>5</u> | <u>-</u> |         | <u>1</u> |

SIGNATURE OF COMMITTEE MEMBER

*Paul Hall*

Chair \_\_\_\_\_ Vice-Chair \_\_\_\_\_ Member \_\_\_\_\_

**ADOPT**

COMMON COUNCIL ACTION

| ACTION DATE:       | MOVER | SECONDER |            | AYE      | NO       | PRESENT | EXCUSED  |
|--------------------|-------|----------|------------|----------|----------|---------|----------|
| <u>AUG 01 2006</u> |       |          | Barczak    |          |          |         | ✓        |
|                    |       |          | Czaplewski | ✓        |          |         |          |
|                    |       | ✓        | Dobrowski  | ✓        |          |         |          |
|                    |       |          | Kopplin    | ✓        |          |         |          |
|                    |       |          | Lajsic     | ✓        |          |         |          |
|                    | ✓     |          | Narlock    | ✓        |          |         |          |
|                    |       |          | Reinke     | ✓        |          |         |          |
|                    |       |          | Sengstock  | ✓        |          |         |          |
|                    |       |          | Vitale     | ✓        |          |         |          |
|                    |       |          | Weigel     | ✓        |          |         |          |
|                    |       |          | TOTAL      | <u>9</u> | <u>-</u> |         | <u>1</u> |



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2006-0185**

**Final Action:**

**AUG 01 2006**

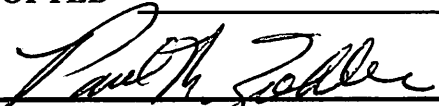
Resolution to approve an agreement for traffic signals at West Oklahoma Avenue and West National Avenue by and between the City of West Allis and Milwaukee County.

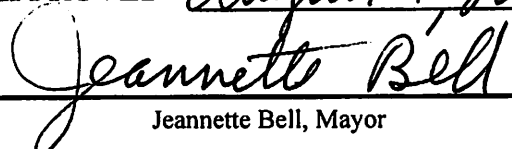
WHEREAS, the City Engineer has recommended that the City enter into an agreement with Milwaukee County for the design, construction, operation and maintenance of traffic control signals and related traffic control facilities at the intersection of West Oklahoma Avenue and West National Avenue; and,

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 West Oklahoma Avenue 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**      **AUG 01 2006**  
  
\_\_\_\_\_  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED**      *August 4 2006*  
  
\_\_\_\_\_  
Jeannette Bell, Mayor

AGREEMENT FOR TRAFFIC SIGNALS AT  
WEST OKLAHOMA AVENUE AND WEST NATIONAL AVENUE

THIS AGREEMENT is made and entered into by and among the City of West Allis ("City"), a municipal corporation, and 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 West Oklahoma Avenue (CTH NN) 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 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 Public Works 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 two thirds (2/3) of the local share of the total cost of such design and construction; and the County will pay for one third (1/3) 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 County. The City agrees to pay two thirds (2/3) of the cost of service installation; and the County will pay one third (1/3) 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



and shall bill the County for its share of the cost of said maintenance as described in (g) below.

(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 and shall bill the County for its share of the cost of said repairs and replacements as described in (g) below.

(e) That it will make all necessary repairs and replacements to equipment damaged by accident, vandalism, or acts of God, and will pay two thirds (2/3) 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 County for one third (1/3) 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 County 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 two thirds (2/3) of the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work, bill the County for one third (1/3) the cost of said additions or revisions.

(g) The City shall pay two-thirds (2/3) of the cost of the work under I. (c) and I. (d) and shall bill the County annually for one-third (1/3) of the costs of I. (c) and I. (d).

(h) That it will obtain concurrence from the County prior to equipment additions or revisions for which cost participation by the County would be required.

(i) 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 County.

(j) 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 and shall bill the County annually for one-third (1/3) of the cost of the energy.

II. The County hereby agrees:

- (a) That it will pay one third (1/3) 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 third (1/3) 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 County agrees to pay for one third (1/3) the cost of the work in I. (c), repairs and replacements as indicated in I. (d) and I. (e) and additions or revisions as indicated in 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 County.
- (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 and shall bill the County for its share as described in I. (j).
- (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 County 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 to be in force indefinitely unless it is superseded by a revised agreement at a later date.

If the signals are removed from operation this agreement shall terminate when all required payments have been made. Said payments shall be made within thirty (30) days of the final invoice date.

This agreement supersedes, rescinds, and replaces any and all previous agreements which may have been entered into by the City and the County 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 11<sup>th</sup> day of August, 2006.

Signed and Sealed in  
the presence of

CITY OF WEST ALLIS,  
A MUNICIPAL CORPORATION

Nancy Stengel

[Signature]  
CITY ENGINEER

IN WITNESS WHEREOF, the undersigned on behalf of the Milwaukee County affix their hands and seals this 21<sup>st</sup> day of August, 2006.

Signed and Sealed in  
the presence of

MILWAUKEE COUNTY,  
A BODY CORPORATE

Witness: James A. Kelly

George A. Jones  
DIRECTOR OF PUBLIC WORKS

COMPTROLLER'S CERTIFICATION

Countersigned at Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, and I hereby certify that provision has been made to pay the liability that will accrue to the County of Milwaukee under this Agreement.

\_\_\_\_\_  
Comptroller