

25.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2010-0216 Resolution Introduced

Resolution approving the Agreement between the City of West Allis and the City of Milwaukee for the improvement of S. 76th Street at W. Pierce Street.

Introduced: 10/5/2010

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

COMMITTEE RECOMMENDATION

Adopt

ACTION DATE:
10/6/2010
OCT 05 2010

MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
		Barczak	✓			
		Czaplewski	✓			
		Kopplin				
		Lajsic				
		Narlock				
		Reinke				
✓		Roadt	✓			
		Sengstock	✓			
		Vitale				
	✓	Weigel	✓			

TOTAL

SIGNATURE OF COMMITTEE MEMBER

[Signature]

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

Adopt

ACTION DATE:
10-5-10

MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
		Barczak	✓			
		Czaplewski	✓			
		Kopplin	✓			
		Lajsic	✓			
		Narlock	✓			
		Reinke <i>e</i>				✓
		Roadt	✓			
		Sengstock	✓			
	✓	Vitale	✓			
		Weigel	✓			

TOTAL



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0216

Final Action:

OCT 05 2010

Sponsor(s): Public Works Committee

Resolution approving the Agreement between the City of West Allis and the City of Milwaukee for the improvement of S. 76th Street at W. Pierce Street.

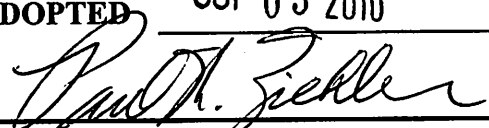
WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for, among other things, the joint exercise of any power authorized by law; and,


WHEREAS, the City of West Allis and the City of Milwaukee desire to make certain public improvements in South 76th Street, and the northwest quadrant of the intersection of South 76th Street and West Pierce Street is within the City of Milwaukee; and,

WHEREAS, the City of West Allis and the City of Milwaukee 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 Milwaukee, a copy of which is attached hereto and by reference made a part hereof, for the installation of certain public improvements in S. 76th Street be and is hereby approved.

BE IT FURTHER RESOLVED that the Director of Public Works/City Engineer is hereby authorized and directed to execute and deliver the aforesaid Agreement on behalf of the City of West Allis.

ADOPTED OCT 05 2010

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

APPROVED 10/7/10

Dan Devine, Mayor

Mike,

Please send
the Clerk's
attached.

City Attorney
for City of

Thank you

Milwaukee

Res. No.

F

needs to sign

Please

Date Adopted

10-5-10

Ann

25

Ann Neff

From: Peter Daniels
Sent: Thursday, February 03, 2011 4:48 PM
To: Ann Neff
Subject: FW: Item # 25 on the Oct. 5, 2010 Common Council Agenda

The City of Milwaukee didn't think it was necessary for their City Attorney to sign the agreement and Scott Post said this was okay.

Peter C. Daniels, P.E.
Principal Engineer
City of West Allis Engineering Department
7525 W. Greenfield Avenue
West Allis, WI 53214
Phone: (414) 302-8374
Fax: (414) 302-8366
email: pdaniels@ci.west-allis.wi.us

From: Scott Post
Sent: Tuesday, January 25, 2011 1:04 PM
To: Peter Daniels; Michael Lewis
Subject: RE: Item # 25 on the Oct. 5, 2010 Common Council Agenda

Who in their right mind would want a lawyer to review a contract?
Given the nature of the contract, I think we can get by without Milwaukee's lawyers signing off.

Scott Post

West Allis City Attorney
(414) 302-8450
spost@westalliswi.gov

From: Peter Daniels
Sent: Monday, January 24, 2011 4:38 PM
To: Scott Post; Michael Lewis
Subject: FW: Item # 25 on the Oct. 5, 2010 Common Council Agenda

The City of Milwaukee does not want their City Attorney to sign the agreement with the City of West Allis. They only want their Commissioner of Public Works and Comptroller to sign it. Is this going to be a problem? This is their standard agreement format so they feel it is unnecessary for their City Attorney to sign it.

<< File: City of West Allis and City of Milwaukee Agreement Revised.doc >> << File: 1082010102024.pdf >>

Peter C. Daniels, P.E.
Principal Engineer
City of West Allis Engineering Department
7525 W. Greenfield Avenue
West Allis, WI 53214
Phone: (414) 302-8374

Fax: (414) 302-8366
email: pdaniels@ci.west-allis.wi.us

From: Scott Post
Sent: Tuesday, October 05, 2010 4:13 PM
To: Michael Lewis
Subject: Item # 25 on the Oct. 5, 2010 Common Council Agenda

This agreement with the City of Milwaukee is fine with the exception that it also needs to be signed by both the Comptroller and City Attorney of each municipality in order to be valid.

Scott Post
West Allis City Attorney
(414) 302-8450
spost@ci.west-allis.wi.us

PROJECT I.D. 2160-14-00
SOUTH 76TH STREET
W. PIERCE STREET TO W. GREENFIELD AVENUE

**COST SHARING AGREEMENT
BETWEEN
THE CITY OF WEST ALLIS AND THE CITY OF MILWAUKEE**

1. The City of Milwaukee will pay its share of the preliminary engineering costs, defined as all engineering work performed prior to the actual commencement of construction, for the subject project at the written request of the City of West Allis, which, as the lead agency in the billing process, will review the contract invoices, prepared and distributed by the Wisconsin Department of Transportation (WISDOT), and bill the City of Milwaukee based on such invoices as the project progresses. Each community's share for design and construction shall be based on the cost to reconstruct the agreed road segment that is located within the respective community's municipal boundaries as a portion of the cost of the entire project, calculated using current project estimates. Using this method the City of Milwaukee's share is presently calculated as 1.38% of the total project costs.
2. There shall be a later reconciliation of the amount billed to the City of Milwaukee under paragraph 1 above, as follows. The final preliminary engineering costs for each municipality will be calculated by prorating the actual preliminary engineering expenditures using the final construction costs within each municipality as the percentage of proration. If the City of Milwaukee's actual share is less than the paid amount, the difference will be refunded to the City of Milwaukee; if the City of Milwaukee's share is greater than the amount paid, the City of Milwaukee will make additional payments to cover the balance of their share.
3. The City of Milwaukee will pay its share of construction engineering and construction costs for the subject project at the written request of the City of West Allis, who, as the lead agency in the billing process, will review the invoices, prepared by the WISDOT, and bill the City of Milwaukee accordingly as the project progresses. Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality. The estimated share of the construction costs for the City of Milwaukee is 1.38%. An actual percentage will be calculated when final costs are received from WISDOT.

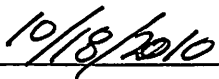
4. The final roadway construction costs for each municipality will be determined based on actual measured quantities within each respective municipality and the prorating of the lump sum items, if applicable.
5. The City of West Allis agrees to consult with and seek concurrence with the City of Milwaukee during the project design process and plan preparation for the improvement. The City of West Allis agrees to consult and seek concurrence with the City of Milwaukee regarding any field change orders that would result in additional construction costs after the project has been awarded.
6. Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as the percentage of proration, in the same fashion as were apportioned in paragraph 1 above.
7. A final reconciliation using actual roadway construction and construction engineering costs shall be undertaken in the same fashion as in paragraph 2 above. If, as a result of such reconciliation, the city of Milwaukee's actual share for roadway construction and construction engineering is less than the deposited amount, the difference will be refunded to the City of Milwaukee, or if the City of Milwaukee's share is greater than the deposited amount, the City of Milwaukee will remit additional funds to cover the balance of its share.
8. Cost sharing for maintenance of roadway related drainage items (mainline sewer, laterals, and other appurtenances) will be subject to a separate agreement to be determined and entered into upon a mutually agreeable design, if applicable.
9. Cost sharing for maintenance of street lighting items, traffic signalization work items, and roadway maintenance will be subject to separate agreements to be determined and entered into upon a mutually agreeable design, as necessary.
10. The costs of any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs.

Accepted by:

CITY OF WEST ALLIS



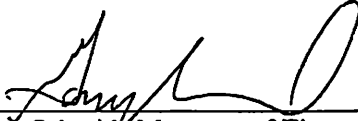
Director of Public Works/City Engineer



Date

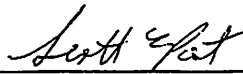
COMPTROLLER'S CERTIFICATE

Countersigned this 22 day of October, 2010
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the City of West Allis under this
Agreement.



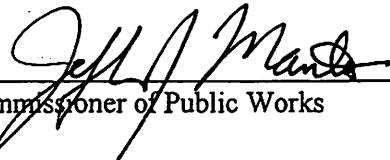
Gary Schmid, Manager of Finance/Comptroller

Approved as to form this 18 day of October, 2010.



Scott Post, City Attorney

CITY OF MILWAUKEE



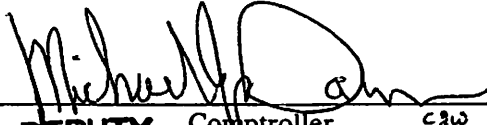
Commissioner of Public Works

1/18/11

Date

COMPTROLLER'S CERTIFICATE

Countersigned this ___ day of October, 2010
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the City of Milwaukee under this
Agreement.



DEPUTY Comptroller *cjs*

Approved as to form this ___ day of October, 2010.

City Attorney