

AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE
MILWAUKEE PUBLIC SCHOOLS, THE CITY OF MILWAUKEE, AND THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT CONCERNING
ADDITIONAL CONSTRUCTION AT THE FLOODWATER DETENTION
FACILITY LOCATED AT HENRY DAVID THOREAU ELEMENTARY
SCHOOL

The Board of School Directors of the Milwaukee Public Schools, organized and operating pursuant to Wis. Stat. ch. 119, hereafter "Board of School Directors;" the City of Milwaukee, a general purpose municipal corporation, organized and operating pursuant to special charter, acting herein as trustee of the property of the Board of School Directors, hereafter "City;" and the Milwaukee Metropolitan Sewerage District, a municipal body corporate, organized and operating pursuant to Wis. Stat. §§ 200.21 through 200.65, hereafter "District," enter into this amendment of an Intergovernmental Cooperation Agreement, pursuant to Wis. Stat. § 66.0301, for the purpose of identifying and acknowledging additional construction by the District in its easement to property of the Henry David Thoreau Elementary School; and providing an amendment to and a restatement of the respective parties duties and responsibilities with relation to the maintenance of the detention facility; and to otherwise establish the terms and conditions of this agreement:

WHEREAS, Southbranch Creek, a tributary to the Milwaukee River, floods the lands between Henry David Thoreau Elementary School, located at approximately West Bradley Road and North 59th Street within the corporate boundary of the City, and Southbranch Creek's outlet at the Milwaukee River; and

WHEREAS, the District has taken jurisdiction of Southbranch Creek between West Port Avenue and North 60th Street and the outlet at the Milwaukee River for the purpose of projecting, planning, designing, and constructing improvements to the drainage of Southbranch Creek so

as to ameliorate or reduce flood damage to riparian properties and other nearby properties subject to flooding in large storms; and

WHEREAS, the Board of School Directors has determined that exclusive school use of an irregularly shaped parcel of the school property of Henry David Thoreau Elementary School is not necessary for the operation of said school and such property can be used for drainage purposes; and

WHEREAS, the Metropolitan Sewerage Commission, at the special request of the City, authorized construction of changes to facilities appurtenant to the detention facility for relief of excess stormwater south and east of Henry David Thoreau Elementary School in the vicinity of North Edgeworth Drive such that excess stormwater can drain into the detention facility and staff of the Board of School Directors issued permits to the District to perform such changes ;

NOW, THEREFORE, in light of the above and foregoing declarations, and in consideration of the mutual promises made by them in the Intergovernmental Cooperation Agreement, which agreement is incorporated herein by reference thereto as if fully set forth herein (except for amendments thereto in this Amendment), and the mutual promises made by them in this Amendment thereto, the Board of School Directors, the City, and the District agree that:

1. Amendment to and Restatement of Maintenance Responsibilities For The Detention Facility; Grant Of Right Of Entry; Liability.

A) Paragraphs 4.A) and 4.B) of the Intergovernmental Cooperation Agreement, effective December 21, 1999, shall remain in full force and effect; *provided, however,* the term "detention facility" shall be understood to mean the basin and side walls of the basin and the term "detention facility" does not mean or include the structures, pipes, storm sewers,

weirs, or flap valves, as depicted on Attachment A, appended hereto and incorporated herein, constructed to allow storm-water to be diverted into the detention facility from the west or the east side of the basin. Operation and maintenance of structures, pipes, storm sewers, weirs, or flap valves are the responsibility of the City.

2. **Signatures Of Officials Constitutes Certification Of Authority To Execute This Document.** The City, the Board of School Directors, and the District mutually agree that the execution of this document by the officials who sign this document constitutes a certification that the signatory has been appropriately authorized by the respective governing body to execute this document.

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

City of Milwaukee

By: _____
Mayor
Date: _____

City of Milwaukee

By: _____
City Clerk
Date: _____

City of Milwaukee

Milwaukee Metropolitan
Sewerage District

By: _____
Executive Director
Date: _____

Amendment of an Intergovernmental Cooperation
Agreement Between the Board of School Directors
Of the Milwaukee Public Schools, the City of
Milwaukee, and the Milwaukee Metropolitan
Sewerage District Concerning Construction of
Additional Facilities for Floodwater Detention
Facility at Henry David Thoreau Elementary School
And Restating Respective Duties and Responsibilities
(August, 2011)

By: _____
City Comptroller
Date: _____

Board of School Directors of the
Milwaukee Public Schools

By: _____
Position: _____
Date: _____

This Amendment to the December 21, 1999 Intergovernmental Cooperation Agreement was drafted by James H. Petersen, State Bar No. 1014389, who is a senior staff attorney in the Division of Legal Services of the Milwaukee Metropolitan Sewerage District.

Amendment of an Intergovernmental Cooperation Agreement Between the Board of School Directors Of the Milwaukee Public Schools, the City of Milwaukee, and the Milwaukee Metropolitan Sewerage District Concerning Construction of Additional Facilities for Floodwater Detention Facility at Henry David Thoreau Elementary School And Restating Respective Duties and Responsibilities (August, 2011)