

**AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND THE MILWAUKEE  
METROPOLITAN SEWERAGE DISTRICT CONCERNING THE KINNICKINNIC  
RIVER FLOOD MANAGEMENT PROJECT -  
PULASKI PARK REACH**

The City of Milwaukee, a general purpose municipal corporation, organized and operating pursuant to special charter, hereafter “City,” and the Milwaukee Metropolitan Sewerage District, a municipal body corporate, organized and operating pursuant to Wis. Stat. § 220.21 et. seq. , hereafter “District,” enter into this Agreement, pursuant to § 66.0301, Stats., effective the last date appearing below, for the purpose of establishing their respective duties and responsibilities with relation to the improvement of the Kinnickinnic River (“River”) within the Pulaski Park reach so as to manage the risk of flood damage:

WHEREAS, the River is within the corporate boundary of the City, and currently has over 300 residential structures within the one percent annual probability floodplain; and

WHEREAS, the District is undertaking the Kinnickinnic River Flood Management Project (“Project”) to expand the River Channel and replace the existing-concrete lined channel to a more naturalized stream design; and

WHEREAS, the District has acquired numerous residential structures between South 6<sup>th</sup> and South 16<sup>th</sup> Streets and has removed the structures; and

WHEREAS, the District’s work will involve modifications below the Cleveland Avenue Bridge in order to allow increased flows to pass beneath the bridge (increased hydraulic capacity); and

WHEREAS, the District’s work will involve relocation of sewers and a water main running beneath Milwaukee County’s Pulaski Park; and

WHEREAS, the District’s work between South 6<sup>th</sup> and South 16<sup>th</sup> Streets, in Pulaski Park, and at the Cleveland Avenue Bridge will involve the relocation or removal of certain City-owned assets and will require the cooperation of the City; and

WHEREAS, the City desires to cooperate with the District to facilitate implementation of the Project.

NOW, THEREFORE, in light of the above and foregoing declarations, the City and the District enter into this Agreement setting forth their respective roles in tasks necessary to implement the Pulaski Park reach of the Project.

- I. Street/Alley Vacations within the area bounded by South 13<sup>th</sup> Street, South 16<sup>th</sup> Street, West Harrison Avenue and the River.
  - A. The required street and alley vacations required for the Project are further described in the “Report on the Vacation” submitted to Commissioner of City Development Rocky Marcoux by City Engineer Jeffrey Polenske dated September 19, 2017. City will cooperate with District to complete

the needed street and alley vacations for the Project and shall prepared the conveyance documents at its sole cost.

- B. The City will convey existing combined sewers and catch basins in the vacation area, as indicated on Attachment A, to the District in 2018. Prior to conveyance, the City will clean all catch basins and drains at its cost. The City shall waive any deposits for the remaining equity in the remaining life of the sewers and catch basins. The District will properly abandon these sewers and structures at its sole cost as part of the Kinnickinnic River Flood Management Project.
- C. The City will make modifications to the street lighting system and associated electrical infrastructure during 2018 as indicated on Attachment B. The District will reimburse the City for actual costs incurred an amount not-to-exceed \$135,000 for this work.
- D. The District shall remove the existing pavement, walk, curb and gutter as indicated on Attachment C, and shall install new pavement, walk, curb and gutter also as shown on Attachment C during 2018. The work shall be done at the District's sole cost, and shall conform to the City's standard specifications for curbs, gutters, walks and pavement. The City shall have the opportunity to review and approve of the District's plans and specifications prior to the District's solicitation of bids. The District shall provide the City a deposit of \$47,500 to secure the reinstallation of the pavement, walks, curbs and gutters. The District will obtain any necessary permits from the City for this work, but the City shall waive any permit fees. The City will participate in the Substantial Completion inspection of the work and shall return the \$47,500 deposit less the inspection fees to the District following the acceptance of the work.
- E. The City shall not charge the District for the Benefit Assessment for the properties in the vacation area.
- F. The City shall retain ownership of the South 15<sup>th</sup> Street Pedestrian Bridge, and the District shall ensure public access to the bridge on District-owned land between West Harrison Avenue and the River. Upon recording of the street and alley vacations, the City's right-of-way will revert to the District, as property owner, and the District shall grant a temporary public access easement to the City to the bridge. The District shall maintain the existing paved access walk for pedestrian traffic from Harrison Avenue to the South 15<sup>th</sup> Street Pedestrian Bridge. This pedestrian bridge will ultimately be replaced as part of the Kinnickinnic River Flood Management Project and will be subject to a future agreement between the District and the City, with permanent public access addressed in such an agreement. When the final location of the future pedestrian bridge is

established, the District will grant a permanent public access easement across its land to the replacement bridge.

## II. City-Owned Sanitary Sewer Relocation in Pulaski Park

A. A City-owned sanitary sewer currently runs through Pulaski Park from the intersection of West Harrison Avenue and South 16<sup>th</sup> Street, along the north bank of the River, to West Cleveland Avenue east of South 19<sup>th</sup> Street (the “Pulaski Park Sewer”). The District plans to construct the Kinnickinnic River Pulaski Park Project in 2018, and will need to relocate the Pulaski Park Sewer as part of this work as indicated on Attachment D (Sanitary, Storm and Water Main Relocations). The City will allow the District, at the District’s sole cost, to relocate the Pulaski Park Sewer as needed to facilitate the flood management work.

1. The District will obtain all required permitting for the sewer relocation, and the City shall waive any permit fees.
2. The District will obtain all necessary modifications to the existing sanitary sewer easement granted to the City by Milwaukee County, and shall pay all associated fees for drafting, recording, and any fees to Milwaukee County. The City shall have the opportunity to review and comment on any changes to the existing sanitary sewer easement between the City and Milwaukee County.
3. The District shall provide the City with as-built plans upon the completion of the sewer relocation.
4. The City shall have the opportunity to review and approve of the District’s plans and specifications prior to the District’s solicitation of bids.
5. The City shall have the opportunity to provide its own oversight during construction, at its sole discretion and at its own cost.
6. The City shall own and maintain the relocated sewer upon completion of the work.

## III. Modifications Under Cleveland Avenue Bridge

A. The District, at its sole cost, will construct new soldier pile walls under the existing City-owned Cleveland Avenue Bridge in order to enlarge the opening under the bridge and increase the flow capacity of the River. The soldier pile walls will be structurally independent from the Cleveland

Avenue Bridge but the construction of the walls will require modifications to City-owned infrastructure.

- B. The District, at its sole cost, will modify two storm sewers that discharge under the existing bridge on the west and east banks of the River. The storm sewers and outfalls will be relocated north of the bridge to discharge to the River outside the limits of the proposed soldier pile walls, as indicated on Attachment D.
- C. The District, at its sole cost, will modify a City-owned water main that is located in Pulaski Park north of the Cleveland Avenue Bridge. The water main will be relocated further north of the bridge outside the limits of the proposed soldier pile walls, as indicated on Attachment D.
- D. For all of the modifications under the Cleveland Avenue Bridge:
  - 1. The District will obtain all required permitting and the City shall waive any permit fees.
  - 2. The District will obtain any required easements from Milwaukee County for the relocation of the storm sewers and water main and shall pay all associated fees for drafting, recording, and any fees to Milwaukee County. The City shall have the opportunity to review and comment on any easements related to the Cleveland Avenue Bridge portion of the Project.
  - 3. The District shall provide the City with as-built plans upon the completion of the storm sewer and water main relocations.
  - 4. The City shall have the opportunity to review and approve of the District's plans and specifications prior to the District's solicitation of bids.
  - 5. The City shall have the opportunity to provide its own oversight during construction, at its sole discretion and at its own cost.
  - 6. The City shall own and maintain the relocated storm sewers and water main upon completion of the work.
  - 7. The District shall retain ownership of the soldier pile walls and will be responsible for the maintenance of the soldier pile walls and channel. This maintenance shall include graffiti removal as needed.

#### IV. Notices and Review Periods

AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT  
CONCERNING THE KINNICKINNIC RIVER FLOOD MANAGEMENT PROJECT – PULASKI PARK REACH

The District will provide notices to:

Jeffrey Polenske, City Engineer  
City - DPW – Infrastructure Services Division  
841 N. Broadway, Room 701  
Milwaukee, WI 53202  
(414) 286-2400

The City will provide notices to:

Patrick Elliott, Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204-1446  
pellott@mmsd.com  
(414) 225-2168

Where the City’s review and approval of plans and specifications is required, the City shall complete such review and provide any comments within 30 days of receipt of the plans and specifications from the District.

V. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by both Parties.

VI. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

VII. Authority of Signatories

Each person signing this Agreement certifies that the person is properly authorized by the Party’s governing body to execute this Agreement.

VIII. Indemnification

To the fullest extent permitted by law, the District shall indemnify the City for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers’ compensation claims, which arise out of or are in any manner connected to the work performed by the District hereunder, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the District, its agents, or employees. The District shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

To the fullest extent permitted by law, the City shall indemnify the District for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the street lighting and associated electrical work performed by the City hereunder, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the City, its agents, or employees. The City shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

**X. Insurance**

The District is a special purpose municipal entity with the authority to levy taxes, and as such, is self-insured for general liability and workers' compensation under Wisconsin Statutes §§102, 893.80 and 895.46(1). The District shall ensure that all contractors performing work on its behalf under this Agreement provide proof of insurance for Comprehensive General Liability, Worker's Compensation, Motor Vehicle Liability, Contractor's Pollution Liability, Umbrella/Excess Liability and Builder's Risk; the District shall ensure that the City is added as an additional insured whenever the District is added as an additional insured.

**IN WITNESS WHEREOF**, District and City have caused this Agreement to be executed by their duly authorized signatories.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF MILWAUKEE**

**MILWAUKEE METROPOLITAN SEWERAGE DISTRICT**

By: \_\_\_\_\_  
Ghassan Korban, Commissioner of Public Works

By: \_\_\_\_\_  
Kevin L. Shafer, P.E., Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved as to form content and execution:**

**Approved by MMSD Division of Legal Services**

By: \_\_\_\_\_,  
Assistant City Attorney

By: \_\_\_\_\_  
Susan Anthony, Director of Legal Services  
State Bar No. 1017288

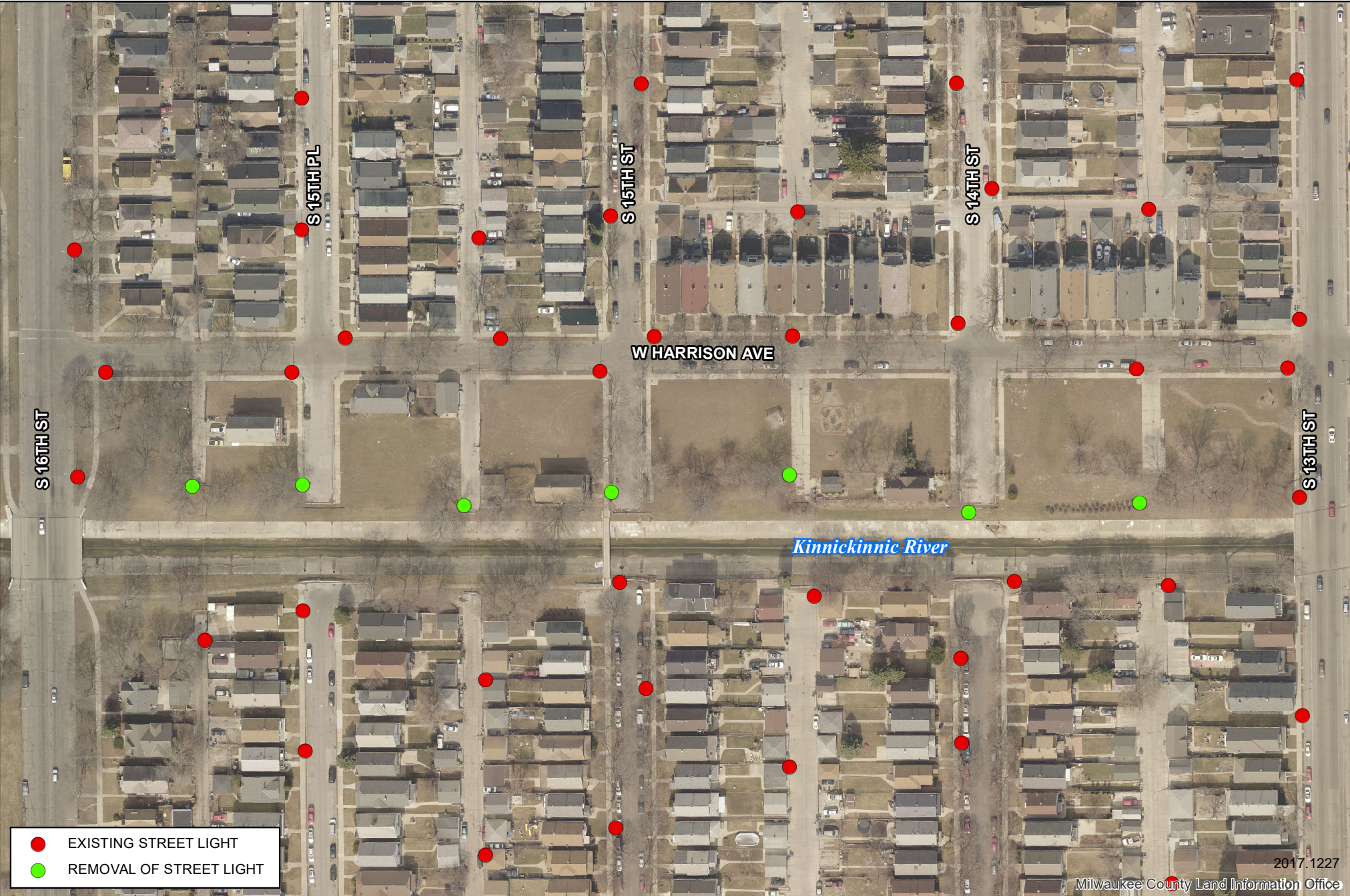


# Attachment A






Attachment B





# Attachment C



 APPROXIMATE LIMITS OF PAVEMENT,  
WALK, CURB AND GUTTER REMOVAL  
AND REPLACEMENT

0 100 200  
Feet

2017.1227

Milwaukee County Land Information Office





Attachment D

