

INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE AND  
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT  
CONCERNING THE REMOVAL OF THE LOWER HAWLEY ROAD BRIDGE

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 secs. 200.21 through 200.65, Stats., hereafter “District”, enter into this Intergovernmental Cooperation Agreement, pursuant to sec. 66.0301, Stats., on the last date this document is executed, to establish the procedures, practices, duties and responsibilities applicable to each with relation to the removal of the Lower Hawley Road Bridge.

WHEREAS, the District has jurisdiction of the Menomonee River within Milwaukee County for the purpose of projecting, planning, designing, and constructing improvements to the Menomonee River; and

WHEREAS, the District has developed and is implementing a plan for a flood management project in the vicinity of Hart Park in the City of Wauwatosa to eliminate or reduce flood damage to downtown Wauwatosa and related properties, known as the Menomonee River Flood Management Project, hereafter “Project”; and

WHEREAS, during the Preliminary Engineering Phase of the Project, the District ascertained that the Lower Hawley Road Bridge over the Menomonee River is hydraulically inadequate to permit flows from the 1% probability flood to pass; and

WHEREAS, the District has agreed to pay the costs pertaining to the demolition of the Lower Hawley Road Bridge; and

WHEREAS, the District has agreed to coordinate with the City for the removal and relocation of two communication bundles from the Lower Hawley Road Bridge, relocation of a sanitary sewer, and for protection of nearby water mains during the demolition of the Lower Hawley Road Bridge; and

NOW, THEREFORE, in light of the above and foregoing declarations, the City and the District enter into this Intergovernmental Cooperation Agreement, setting forth their respective roles during construction activities to remove the Lower Hawley Road Bridge:

1. **Removal of Lower Hawley Road Bridge.** The City agrees with and consents to the District’s demolition of the Lower Hawley Road Bridge at District expense without any other compensation to the City. The demolition of the Lower Hawley Road Bridge will include the removal of the bridge deck and portions of the bridge footings as required to ensure the hydraulic function as defined by the Menomonee River Watercourse Flood Management Plan, as well as to match the aesthetics of the existing banks.
2. **Design Activities for Bridge Demolition.** The District shall provide all design activity necessary to effectuate the demolition of the Lower Hawley Road Bridge, as well as

provide designs for the remainder of the work, including channel grading and erosion control plans, and the District shall design the relocation of the City's two communications bundles at its sole cost and expense after consultation with the City. District agrees to submit preliminary plans to City for review during the design process.

3. **Bid Activities for Bridge Demolition.** The District will conduct all necessary activities to solicit bids to perform the demolition to remove the Lower Hawley Road Bridge and to relocate the communications bundles.
4. **Construction Services for Bridge Demolition.** The District will provide a resident engineer and will provide for on-site inspection services at its sole cost and expense for the demolition of the Lower Hawley Road Bridge and the relocation of the communications bundles.
5. **Permits and Easements for Bridge Demolition.** The District will obtain any required permit under Ch. 30, Stats., and any necessary United States permits. The construction contractor(s) working for the District will obtain any needed construction (excavation and restoration) permits, and will submit any traffic control plans, as needed. The District's construction contractor(s) will obtain all necessary erosion control permits. The District will obtain necessary easements and construction easements for all work covered by this Intergovernmental Cooperation Agreement. Permits will be issued by the City only after review and approval of the District's plans for the Project. As part of the City's plan review process, a determination will be made regarding the need for a storm water management plan.

Further, it is understood that permits for the demolition of the bridge will be issued by the City only after satisfactory provision has been made for access to several properties located north of the Menomonee River in the vicinity of the bridge. Such provision shall be in the form of dedicated right-of-way or recorded access easements. It shall be the District's sole responsibility to obtain said right-of-way and/or easements.

6. **Acceptance of work.** The District will be the sole authority to issue acceptances for the demolition work for the Lower Hawley Road Bridge as provided for in this Intergovernmental Cooperation Agreement. In addition to acceptance by the District, any restoration work performed in the public right-of-way by permit shall be subject to the standard City permit requirements. The City will be the sole authority to issue acceptances for the relocation of the sanitary sewer as provided for in this Intergovernmental Cooperation Agreement. The District will be the authority to issue acceptances of the two communication bundles, after consultation with the City.
7. **Cost of Relocation Construction.** The District agrees to bear the cost to relocate the City-owned sanitary sewer affected by the demolition. The City shall perform all work necessary to relocate the sanitary sewer. The cost incurred by the City: a) to design the sanitary sewer; b) to provide bid services; c) to perform the actual relocation of the sanitary sewer; and d) to provide construction inspection services for the sanitary sewer relocation, shall be recompensed by the District. The cost to design, bid, and provide inspection of the sanitary sewer relay is currently estimated at \$50,000.00. The District will reimburse the City for construction costs actually incurred by the City with

regard to the above-referenced work, currently estimated to be \$432,000. The necessary work to adjust and/or protect other City-owned utilities affected by the Project will be determined as part of the plan review process, and appropriate deposits required at the time permits are issued.

8. The District agrees to design and contract for the relocation of the City's two (2) existing conduit packages affected by the bridge demolition. The District agrees to bear the full cost of such relocation, and to reimburse the City for any costs incurred by City forces in accommodating the relocation. After the design parameters have been established for the conduit relocation the parties agree to enter into a further agreement addressing the specifics of that work.

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

In the presence of

City of Milwaukee  
By:

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\_\_\_\_\_  
Mariano A. Schifalacqua  
Commissioner of Public Works

Approved as to form and execution,  
this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Assistant City Attorney

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

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

Approved as to content, form and execution,  
This \_\_\_\_ day of \_\_\_\_\_, 2003.

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James H. Petersen  
Senior Staff Attorney

JJM:dle