

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MILWAUKEE AND
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
CONCERNING CONSTRUCTION IN REACHES 1, 2, 3,5, AND 6
OF LINCOLN CREEK

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. 66.88 through 66.918, Stats., hereafter "District," enter into this Memorandum of Understanding, pursuant to sec. 66.30, Stats., effective the last date appearing below, for the purpose of establishing the procedures, practices, duties and responsibilities applicable to each with relation to the improvement of Lincoln Creek so as to ameliorate or eliminate flooding damage:

WHEREAS, Lincoln Creek, which is tributary to the Milwaukee River and which floods within the corporate boundary of the City, has been divided by the District into 10 discrete reaches for purposes of projecting, planning, designing, and constructing needed improvements for the watercourse; and

WHEREAS, Reaches 1, 2, 3,5, and 6 of Lincoln Creek are tributary to the Milwaukee River and these reaches flood within the corporate boundary of the City; and

WHEREAS, the District has determined to take jurisdiction of Reaches 1, 2, 3,5, and 6 of Lincoln Creek for the purpose of projecting, planning, designing, and constructing improvements to the drainage of Lincoln Creek so as to ameliorate or eliminate flood damage to surrounding properties; and

WHEREAS, the District has identified the following City-owned structure crossings of Lincoln Creek as hydraulically defective and in need of changes to permit the required flow of flood water to traverse the structure so as to ameliorate or eliminate the back-up of flood waters, to wit:

A) Villard Avenue Bridge at 2300 West over Lincoln Creek;

B) West Cameron Avenue Bridge over Lincoln Creek at about North 31st Street;

C) West Hampton Avenue Bridge over Lincoln Creek at North 32nd Street;

D) North 32nd Street Bridge over Lincoln Creek;

E) North 51st Boulevard Bridge over Lincoln Creek;

F) North 60th Street Bridge over Lincoln Creek - South of Hampton Avenue;

G) West Hampton Avenue Bridge over Lincoln Creek at about North 63rd Street, which bridge the parties hereto acknowledge is jointly owned by Milwaukee County;

H) West Stark Street Pedestrian Bridge over Lincoln Creek - Between North 63rd Street and North 64th Street;

I) Double box storm sewer outlet at approximately 5024 North 64th Street;

J) North 60th Street Bridge over Lincoln Creek at West Custer Avenue; and

WHEREAS, the City and the District agree that, rather than demolish and replace the structure crossings of Lincoln Creek listed above, hereinafter referred to as "the Structure Crossings," the better engineering solution to enhance the ability of Lincoln Creek to provide adequate flood conveyance to the Lincoln Creek basin is to provide improved scour protection to piers, footings, and abutments; improve inlet hydraulic conditions with minor structure modifications of head walls and integration of flood flow training works; complete unfinished structural surfaces within the channel, and remove unnecessary structures;

NOW, THEREFORE, in light of the above and foregoing declarations, the City and the District enter into this Memorandum of Understanding setting forth their respective roles in construction activities with relation to the Structure Crossings to provide adequate drainage to Reaches 1, 2, 3, 5, and 6 of the Lincoln Creek drainage basin:

1. **Bid Activities.** The District will conduct all necessary activities to solicit

bids to perform various construction activities on the Structure Crossings in Reaches 1, 2, 3,5, and 6 of Lincoln Creek. These activities shall include as an integral part thereof the proposed scour protection, hydraulic improvements, and interfaces with existing structures. This work shall be let pursuant to appropriate District-let contracts for work in the vicinity. Advertisement, supervision, receipt, and award of bids shall be performed pursuant to the policies for the award of bids of the Metropolitan Sewerage Commission. All such services shall be at the expense of the District.

2. **Design Activities.** The District shall provide designs for the work, at its sole cost and expense, as well as provide designs for the remainder of the work, including channel grading and erosion control plans. The City shall review and approve all plans and specifications for work to be accepted by the City.
3. **Construction Services.** Except in Reach 6, the District will provide a resident engineer and will provide for on-site inspection services at its sole cost and expense; **provided, however,** that on-site inspection services may, at the sole discretion of the City, be performed by City inspectors on City-owned facilities. Upon notice to the District that the City intends to deploy City inspectors for the construction, the District will provide space for the City inspector(s) in the job trailer, plus provide customary and usual office amenities, including but not limited by this enumeration, telephone service, facsimile machines, and parking. City inspectors shall be billed to the District at the rate of \$275 per day per inspector.
4. **Permits; easements.** The District will obtain any required permit under Ch. 30, Stats., and any necessary United States permits. The District will conduct all public meetings necessary to achieve the demolition of the structures and as may be needed for street vacations. The construction contractor(s) will obtain any needed stormwater management plans and permits, any construction permits, and traffic control plans and permits needed. Erosion control permits will be obtained by the construction contractor(s). The District will obtain necessary easements and construction easements for all work covered by this Memorandum of Understanding.

5. **Acceptance of work.** The District will be the sole authority to issue acceptances for all work covered by this Memorandum of Understanding. Before the District will issue its acceptance of any work related to the Structure Crossings on Lincoln Creek, the District will first have received certification from the City of its acceptance of the work on City-owned facilities.

6. **Cost of Construction.** The District agrees to bear the entire cost of construction of work at Reaches 1, 2, 3,5, and 6 on Lincoln Creek, including the cost of water main work, sanitary sewer work, modification of headwalls and endwalls, improved scour protection, and removal and restoration of City communications and street lighting lines, if needed. The District shall pay the cost of channel work.

7. **Maintenance.** A) Additional Structures. The maintenance of the Structures described above as A) through and including J) shall be the responsibility of the City.

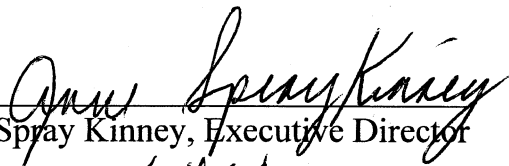
B) Channel Protection. The maintenance of the form and function of the low flow channel through and underneath the Structures described above as A) through and including J) over, upon, along and above Lincoln Creek shall be the responsibility of the District.

WHEREFORE, the authorized representatives of the parties to this Memorandum of Understanding affix their signatures, being duly authorized to do so.

City of Milwaukee

Milwaukee Metropolitan Sewerage District

By: _____
Position: _____
Date: _____

By: 
Anne Spray Kinney, Executive Director
Date: 12-4-00

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MILWAUKEE AND
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
CONCERNING CONSTRUCTION OF ADDITIONAL CULVERTS
IN REACHES 2 AND 4 OF LINCOLN CREEK

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. 66.88 through 66.918, Stats., hereafter "District," enter into this Memorandum of Understanding, pursuant to sec. 66.30, Stats., for the purpose of establishing the procedures, practices, duties and responsibilities applicable to each with relation to the improvement of Lincoln Creek so as to ameliorate or eliminate flooding damage:

WHEREAS, Lincoln Creek, which is tributary to the Milwaukee River and which floods within the corporate boundary of the City, has been divided by the District into 10 discrete reaches for purposes of projecting, planning, designing, and constructing needed improvements for the watercourse; and

WHEREAS, the District has determined to take jurisdiction of Reaches 2 and 4 of Lincoln Creek for the purpose of projecting, planning, designing, and constructing improvements to the drainage of Lincoln Creek so as to ameliorate or eliminate flood damage to surrounding properties; and

WHEREAS, the District has identified the City-owned culvert crossings of Lincoln Creek at North Teutonia Avenue and at North 35th Street as inadequate to permit the required flow of stormwater to traverse the culvert so as to ameliorate or eliminate the back-up of flood waters; and

WHEREAS, the City and the District agree that, rather than demolish and replace the culvert crossings of Lincoln Creek at North Teutonia Avenue and North 35th Street, the better engineering solution is to construct an additional culvert at these locations to enhance the ability of Lincoln Creek to provide adequate drainage to the affected basin;

NOW, THEREFORE, in light of the above and foregoing declarations, the City and the District enter into this Memorandum of Understanding setting forth their respective roles in construction activities to provide adequate drainage to Reaches 2 and 4 of the Lincoln Creek drainage basin:

1. **Bid Activities.** The District will conduct all necessary activities to solicit bids to perform various construction activities for the additional culverts on Reaches 2 and 4 of Lincoln Creek. These activities shall include as an integral part thereof the construction of additional culverts on Lincoln Creek at North Teutonia Avenue and North 35th Street and all associated work necessary to build the culverts, including paving and relocation of storm sewers; water mains; street lighting; and city communications work. The work on the culvert at North Teutonia Avenue will be let pursuant to Contract W003GX021; the work on the culvert at North 35th Street will be pursuant to Contract W003GX025. Bid advertisement, supervision, receipt, and award shall be performed pursuant to the policies for the award of bids of the Metropolitan Sewerage Commission. All such services shall be at the expense of the District.
2. **Design Activities.** The District shall provide designs for the additional culverts on Lincoln Creek at North Teutonia Avenue and North 35th Street, at its sole cost and expense, as well as provide designs for the remainder of the work, including channel grading and erosion control plans.
3. **Construction Services.** The District will provide a resident engineer and will provide for on-site inspection services at its sole cost and expense, except that on-site inspection services for the construction of the additional culverts on Lincoln Creek at North Teutonia Avenue and North 35th Street may, at the sole discretion of the City, be performed by City inspectors. Upon notice to the District that the City intends to deploy City inspectors for the construction of the additional culverts on Lincoln Creek at North Teutonia Avenue and North 35th Street, the District will provide space for the City inspector(s) in the job trailer, plus provide customary and usual office amenities, including but not limited by this enumeration, telephone service, facsimile machines, and parking. City inspectors shall be billed to the District at the rate of \$275 per day per inspector.
4. **Permits; easements.** The District will obtain any required permit under Ch. 30, Stats., and any necessary United States permits. The District will conduct all public meetings necessary to achieve the demolition of the culverts. The construction contractor(s) will obtain any needed stormwater management plans and permits, any construction permits, and traffic control plans and permits needed to construct the additional culverts on Lincoln

Creek at North Teutonia Avenue and North 35th Street. Erosion control permits will be obtained by the construction contractor(s). The District will obtain necessary easements and construction easements for all work covered by this Memorandum of Understanding.

5. **Acceptance of work.** The District will be the sole authority to issue acceptances for all work covered by this Memorandum of Understanding. Before the District will issue its acceptance of any work related to the additional culverts on Lincoln Creek at North Teutonia Avenue and North 35th Street, the District will first have received certification from the City of its acceptance of the work.
6. **Cost of Construction.** The District agrees to bear the entire cost of construction of the additional culverts at Reaches 2 and 4 on Lincoln Creek at North Teutonia Avenue and North 35th Street, **except** that the City shall pay the cost of construction for any replacement structures and all other associated work on city facilities on or over Lincoln Creek at North Teutonia Avenue and North 35th Street, including the cost of storm sewers and paving. The District shall pay the cost of channel work, all water main work, all sanitary sewer encasements, removal and restoration of city communications and street lighting lines, and all associated construction inspection services required for the construction of the additional culvert on Lincoln Creek at North Teutonia Avenue and North 35th Street.
7. **Maintenance.** A) Additional Culverts. Maintenance of the additional culverts on Lincoln Creek at North 35th Street and at North Teutonia Avenue shall be the responsibility of the City.

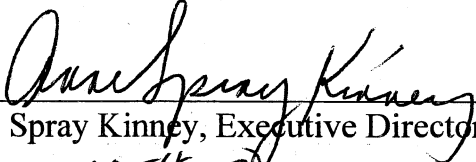
B) Channel Protection. The maintenance of the form and function of the low flow channel through and underneath the replacement structures over Lincoln Creek at North 35th Street and at North Teutonia Avenue shall be the responsibility of the District.

WHEREFORE, the authorized representatives of the parties to this Memorandum of Understanding affix their signatures, being duly authorized to do so.

City of Milwaukee

Milwaukee Metropolitan Sewerage District

By: _____
Position: _____
Date: _____

By: 
Anne Spray Kinney, Executive Director
Date: 12-4-08

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MILWAUKEE AND
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
CONCERNING CONSTRUCTION IN REACH 4
OF LINCOLN CREEK**

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 Memorandum of Understanding, pursuant to sec. 66.0301, Stats., effective the last date appearing below, for the purpose of establishing their respective procedures, practices, duties and responsibilities with relation to the improvement of Lincoln Creek so as to ameliorate or eliminate flooding damage:

WHEREAS, Lincoln Creek, which is tributary to the Milwaukee River and which floods within the corporate boundary of the City, has been divided by the District into 10 discrete reaches for purposes of projecting, planning, designing, and constructing needed improvements for the watercourse; and

WHEREAS, the District has determined that in Reach 4 of Lincoln Creek, the City-owned bridge structures over Lincoln Creek at North 37th Street and at North 43rd Street, also known as Sherman Boulevard, hereafter referred to as "Sherman Boulevard," are inadequate to permit the required flow of stormwater to pass through the openings to ameliorate or eliminate the back-up of flood waters; and

WHEREAS, the Metropolitan Sewerage Commission has adopted a policy that provides for the District to pay for demolition of bridges which may be necessitated to accommodate the flow of watercourses over which the District has taken jurisdiction, if required by hydraulic capacity of the section, and allows the local municipality to pay for reconstruction of bridges with adequate openings; and

WHEREAS, the City and the District agree that demolition of the bridge structures over Lincoln Creek at North 37th Street and at Sherman Boulevard are necessary to enhance the ability of Lincoln Creek to provide adequate drainage to the affected basin; and

WHEREAS, the City and the District agree that the North 37th Street Bridge, once demolished, should be replaced by a pedestrian bridge; and

WHEREAS, the lowering and widening of Lincoln Creek between North 35th Street and Sherman Boulevard will require changes to West Congress Street, including the partial vacation of the street;

NOW, THEREFORE, in light of the above and foregoing declarations, the City and the District enter into this Memorandum of Understanding setting forth their respective roles in construction activities to provide adequate drainage to Reach 4 of the Lincoln Creek drainage basin:

- 1. Design Activities. A) The District shall provide designs for the North 37th Street Pedestrian Bridge, including channel grading, erosion control plans for the replacement structure, and retaining walls at its sole cost and expense. The City will develop designs for and will relocate temporary and permanent lighting, communications relocations, and permanent signs, which work will be reimbursed by the District. The District and its representatives will hold regular meetings with all City departments involved to coordinate the designs and schedules for the proposed work. The City shall review and approve all plans and specifications for work to be accepted by the City.**

B) The City shall provide the design of the replacement structure at Sherman Boulevard, which design will be consistent with the opening required by the District for its renovation of Lincoln Creek.

- 2. Bid Activities. A) The District will be responsible for all necessary activities to solicit bids to perform various demolition and construction activities on Reach 4 of Lincoln Creek, including as an integral part thereof, the demolition of the structure at North 37th Street over Lincoln Creek and all associated work necessary to relocate storm sewers; sanitary sewer; bypass controller; water mains; street lighting; and city communications work, and the reconstruction of West Congress Street on both sides of Lincoln Creek. Work on the replacement pedestrian bridge at North 37th Street shall be let as part of this work. Bid advertisement, supervision, receipt, and award shall be performed pursuant to the policies for the award of bids of the Metropolitan Sewerage Commission. All such services shall be at the expense of the District.**

B) The City will handle the bid advertisement and award of the contract for the demolition and reconstruction of the Sherman Boulevard bridge. The

District will reimburse the City for the City's expenses in the demolition of the Sherman Boulevard bridge. Bid advertisement, supervision, receipt, and award shall be performed pursuant to the policies for the award of bids of the City. All such services shall be at the expense of the District up to an amount not exceeding the amount the District would have expended had it performed the bid advertisement, supervision, receipt, and award of said contract(s).

3. **Construction Services.** A) The District will assign a resident engineer for the work within Lincoln Creek, including the lowering and widening thereof, removal of the existing bridge structure at North 37th Street and construction of the replacement pedestrian bridge, and the reconstruction of West Congress Street. The City shall assign inspectors for the construction of the replacement structure at North 37th Street; all associated work necessary to relocate storm sewers; sanitary sewer; bypass controller; water mains; street lighting; and city communications work; and for the reconstruction of West Congress Street. Upon notice to the District that the City inspectors for the construction of the replacement pedestrian bridge and the reconstruction of West Congress Street, the District will provide space for the City inspector in the job trailer, plus provide customary and usual office amenities, including but not limited by this enumeration, telephone service, facsimile machines, and parking. City inspectors shall be billed to the District at the rate of \$275 per day per inspector.

B) The City will provide inspection services for the Sherman Boulevard Bridge demolition and reconstruction at its own expense.

4. **Permits; easements.** A) The District will obtain any required permit for its demolition and replacement of the North 37th Street Bridge under Ch. 30, Stats., and any necessary United States permits. The District will conduct all public meetings necessary to achieve the demolition of the structures. The construction contractor(s) will obtain any needed stormwater management plans and permits and any traffic control plans and permits needed to construct replacement storm sewers; sanitary sewers; bypass controller; water mains; street lighting; and city communications work over Lincoln Creek at North 37th Street and for the reconstruction of West Congress Street. Erosion control permits will be obtained by the construction contractor(s) for all District work. The District will obtain necessary easements and construction easements for the District's work

covered by this Memorandum of Understanding. Neither the District nor its contractors shall be charged street occupancy permit costs by the City.

B) The City will be responsible for all permits needed to perform the demolition and replacement of the Sherman Boulevard bridge.

5. **Congress Street Reconstruction.** The District agrees to reconstruct West Congress Street between North Hopkins Avenue and North Sherman Boulevard in exchange for the City granting the District the right to use the roadway with street occupancy permits; the City promptly moving to consider vacation of a 9-foot wide band between the reconstructed West Congress Street and the District-owned parkway land, upon petition therefor by the District, on which land the District is authorized to and will construct various of its flood control structures; and the City granting the District right-of-entry for construction purposes on the 9-foot wide bands above referenced. The legal description of the 9-foot wide bands herein above referenced is contained in Exhibit A, attached hereto. When reconstructed, West Congress Street will be narrowed and made one-way pairs on each side of Lincoln Creek. Notwithstanding the District's construction work on West Congress Street, after said construction is completed, the street will remain City property.
6. **Acceptance of work.** The District will be the sole authority to issue acceptances for all work covered by this Memorandum of Understanding, including the retaining walls, but excluding the demolition and reconstruction of the Sherman Boulevard bridge. Before the District will issue its acceptance of any work on replacement of city facilities over Lincoln Creek, the District will first have received certification from the City of its acceptance of the work.
7. **Cost of Construction.** The District agrees to bear the entire cost of the in-stream construction of work at Reach 4 on Lincoln Creek and the demolition of the structures over Lincoln Creek at North 37th Street and at Sherman Boulevard. The District will pay the cost of the pedestrian bridge at North 37th Street, but ownership of such bridge will be turned over to the City. The District will pay the cost to reconstruct West Congress Street, between North Hopkins Avenue and North Sherman Boulevard. The City shall pay the cost of construction for the replacement structure over Lincoln Creek at Sherman Boulevard, including the cost of storm sewers and

paving. The District shall pay the cost of removal, channel work, all water main work, sanitary sewer work, retaining walls, bypass controller relocations, and removal and restoration of city communications and street lighting lines.

8. **Maintenance.** A)Replacement Structure. The maintenance of the replacement structures over Lincoln Creek at North 37th Street and at North Sherman Boulevard and of reconstructed West Congress Street shall be the responsibility of the City.

B) Channel Protection. The maintenance of the form and function of the low flow channel through and underneath the replacement structures over Lincoln Creek at North 37th Street and at North Sherman Boulevard shall be the responsibility of the District.

WHEREFORE, the authorized representatives of the parties to this Memorandum of Understanding affix their signatures, being duly authorized to do so.

City of Milwaukee

Milwaukee Metropolitan Sewerage District

By: _____

By: _____

Position: _____

Anne Spray Kinney
Executive Director

Date: _____

Date: _____

LEGAL DESCRIPTION

Vacation of part of West Congress Street (between North 35th Street & N. Sherman Blvd)

All that part lying in the Northwest 1/4 and in the Southwest 1/4 of Section 1, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin which is described as follows:

All that part of the southerly 9.00 feet of West Congress Street lying in the Southwest 1/4 and in the Northwest 1/4 of Section 1, Township 7 North, Range 21 East and lying northerly of and adjacent to that part of Lincoln Creek Parkway as recorded in Parcel 1 of a Quit Claim deed recorded in Volume 2716 on Page 138 of deeds for Milwaukee County, Wisconsin, except for the bridge and bridge approaches at North Hopkins Street and at North Sherman Street.

Also, all that part of the northerly 9.00 feet of West Congress Street lying in the Southwest 1/4 and in the Northwest 1/4 of Section 1, Township 7 North, Range 21 East and lying southerly of and adjacent to that part of Lincoln Creek Parkway as recorded in Parcel 1 of a Quit Claim deed recorded in Volume 2716 on Page 138 of deeds for Milwaukee County, Wisconsin, except for the bridge and bridge approaches at North Hopkins Street and at North Sherman Street.

Said easements contain 1.06 acre.

GRANTOR: City of Milwaukee

GRANTEE: MMSD

Parcel #18-19-20-21

November 28, 2000

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