

Reimbursement Agreement for Storm Sewer Relay Incidental to Western Milwaukee Phase 2B Project

This intergovernmental cooperation agreement is made between the Milwaukee Metropolitan Sewerage District (the “District”), acting through its executive director, and the City of Milwaukee (the “City”), acting through its commissioner of public works, to establish the parties’ responsibilities for the relay of a segment of 18” storm sewer discovered damaged during construction of District’s Western Milwaukee Phase 2B project (the “Project”). This agreement is effective as of the date both parties have signed below.

In 2021, the District and the City executed an intergovernmental cooperation agreement governing the parties’ responsibilities with respect to the Project.

The Project is the last phase of the Hart Park and Western Milwaukee levee systems that work together to reduce flood risk, increase public safety, improve environmental habitat, and reduce flood insurance costs.

The District executed contract W20028C01 for the construction of the Project on September 25, 2023, as authorized by Milwaukee Metropolitan Sewerage Commission resolution 23-105-9 and is overseeing construction. The Project includes constructing and installing nearly a mile of new storm sewers. The District is paying all construction costs.

On March 17, 2026, the District’s construction staff and contractor noticed a large concrete obstruction in the 18” storm sewer line upstream of its connection with P-line sewer installed as part of the Project. The City inspected the pipe and determined it does not have the resources to manage the repair with its own forces. The Project is currently at the stage of restoring pavement on West State Street near the impaired City sewer line, so it would conserve labor, equipment, and materials to relay the sewer before the surface restoration is complete.

Municipalities, not the District, must operate, maintain, and repair local sewers and appurtenant local facilities under Wis. Stat. § 200.33.

To maximize efficiency and restore essential infrastructure, the parties are collaborating to repair the storm sewer as part of the Project. In accordance with Wis. Stat. § 66.0301, the District and the City therefore agree as follows.

1. District Responsibilities

- A. The District shall order its construction contractor to relay new 18” class 4 reinforced concrete pipe storm sewer from manhole 386B030 to manhole 386B041, salvaging and reusing existing manholes and castings but replacing adjusting rings, and adjusting the existing manholes to finished grade, substantially in accordance with the contractor’s April 23, 2026, quote.

- B. The District shall invite the City to participate in the substantial completion walkthrough and require its contractor address any issues the City raises.
- C. After construction, the District shall inspect the new sewer using closed-caption televising and provide the video and any accompanying reports to the City.
- D. The District shall invoice the City for the cost to replace the pipe.
- E. Within one year of substantial completion, as defined in District contract W20028C01, the District shall provide record drawings of the replacement pipe to the City.

2. City Responsibilities

- A. The City shall attend the District's substantial completion walkthrough and may request any punch-list tasks.
- B. Upon substantial completion of contract W20028C01, the City shall own and thereafter operate and maintain the replacement pipe and appurtenant City infrastructure.
- C. The City shall reimburse the District within 30 days of receipt of District's invoice.

3. Contacts

For the District, the contact person is:

Mark Mittag, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
mmittag@mmsd.com

For the City, the contact person is:

Rob Seleen, Flood Hazard Mitigation Manager
City of Milwaukee Department of Public Works
841 North Broadway Street
Milwaukee, Wisconsin 53202
rselee@milwaukee.gov

4. Modifying this Agreement

Any modification to this agreement must be in writing and signed by the City and the District.

5. Severability

If a court of competent jurisdiction holds any part of this agreement unenforceable, the remainder will continue in effect.

6. Governing Law

The laws of Wisconsin govern any dispute arising under or related to this agreement.

7. Resolving Disputes

If a dispute arises under or relates to this agreement, then the City and the District will first try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The City and the District will equally share any costs and fees associated with the mediation, except that each party will be responsible for its own attorney fees. If the dispute is not resolved within 30 days after the mediation session, then either party may take the matter to court. Venue in any action brought under this agreement is proper only in the Milwaukee County Circuit Court.

8. No Conflict of Interest

No officer, employee, or agent of the District or the City who has any responsibility for implementing this agreement may have any interest in any consultant, contractor, or vendor providing services to the District or the City under this agreement.

9. Independence of the Parties

This agreement does not create a partnership, and neither party may enter into contracts on behalf of the other party.

10. Authority of Signatories; Counterparts

All signatories to this agreement certify that they are properly authorized by their governing body to execute this agreement. The parties may execute this agreement in one or more counterparts, each of which, when taken together, constitutes one and the same document.

11. Liability

The City and the District will be liable each for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of the other party, then the City and the District will hold each other harmless for any losses, damages, costs, and expenses, including but not limited to attorney fees and litigation expenses. Nothing in this agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation of liability under Wisconsin law.

SIGNATURES ON NEXT PAGE

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF MILWAUKEE

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Jerrel Krushke, P.E.
Commissioner of Public Works

Approved as to form

By: _____
Attorney for the District

By: _____
James R. Owczarski
City Clerk

By: _____
James R. Owczarski

COUNTERSIGNED

Bill Christianson
Comptroller

Common Council Resolution _____

CITY ATTORNEY APPROVAL

Alexander Carson
Assistant City Attorney