

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
MILWAUKEE, THE CITY OF MILWAUKEE, AND
THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
CONCERNING STUDY OF STORMWATER IN VICINITY OF DINEEN PARK

The County of Milwaukee, a body corporate, organized and operating pursuant to Wis. Stat. ch. 59, hereafter “County,” the Milwaukee Metropolitan Sewerage District, a municipal body corporate, organized and operating pursuant to Wis. Stat. §§ 200.21 through 200.65, hereafter “District,” and the City of Milwaukee, a general purpose municipal corporation operating pursuant to special charter, hereafter “Milwaukee,” enter into this Memorandum of Understanding, pursuant to Wis. Stat. § 66.0301, effective the latest date appearing below, to study stormwater in the vicinity of Dineen Park:

WHEREAS, certain areas of the City of Milwaukee, in the vicinity of Milwaukee County’s Dineen Park, has experienced basement back-ups and heretofore unexplained basement flooding; and

WHEREAS, basement flooding and back-ups has the effect of permitting clearwater to drain into sewers connected to residences and commercial properties; and

WHEREAS, the District has Metropolitan Intercepting Sewers in close proximity to the Dineen Park area which may be adversely affected by clearwater draining into sewers connected to residences and commercial properties; and

WHEREAS, the City, the County, and the District are desirous of ascertaining the cause of the flooding; and basement back-ups to the end of alleviating clearwater entering the District's system; and

WHEREAS, the County, the City, and the District agree to split the cost of such study on a 1/3-1/3-1/3 basis, respectively, with the cost of the stormwater study estimated to be \$99,000, and the County and the City have appropriate sums budgeted for this purpose; and

NOW, THEREFORE, in light of the above and foregoing declarations, the County, the City, and the District enter into this Memorandum of Understanding, setting forth their respective roles in the study of a stormwater drainage in the Dineen Park vicinity:

I. District Duties and Responsibilities for the Dineen Park Neighborhood Stormwater Study.

- A) Study Consultant. The District has retained the consulting engineering firm of Short Elliott Hendrickson, Inc., 5395 North 118th Street, Milwaukee, WI 53225-3085, hereafter "SEH," to conduct study work in the Dineen Park Neighborhood Area, identified as the area between North 67th Street, on the west; North 61st Street, on the east; West Capital Drive, on the north; and West Melvina Street, on the south. The project shall be

known as the Dineen Park Neighborhood Stormwater Study.

- B) Scope of Work. SEH will perform five (5) tasks: (1) Project Management; (2) Inventory and assessment of existing data, models, infrastructure drawings and plans, planning documents, and land use and property ownership data; (3) evaluation of previously developed hydrologic/hydraulic models for Sub-basins 11 and 13 and the HEC-RAS analysis of a backwater channel connected to Lincoln Creek; and development and evaluation of three (3) stormwater management alternatives; (4) Establish a survey plan and related topographic field survey, with coordinates, descriptive codes and data files; and (5) Preparation of a Planning Report.

Attachment A of the Consultant Agreements A-D: Dineen Park Neighborhood Stormwater Study is attached which provides the full scope of work being provided by SEH and required deliverables. Any changes in project scope will be approved by MMSD, the City of Milwaukee, and Milwaukee County.

- C) District Staff Work. The District will provide project management and perform the survey work referenced in sub-paragraph (B)(4), above, as its own force account work. SEH will provide the necessary survey instructions to District survey staff. Oneida Total Integrated Enterprises will serve

as a sub-contractor to SEH and will assist in translating field survey data and developing the project base maps.

II. City of Milwaukee Duties and Responsibilities for the Dineen Park Neighborhood Stormwater Study. The City agrees to pay the District the City's 1/3 share of the study costs, or \$33,000.00. In addition, the City agrees to allow the District's employees and consultants, including sub-consultants to SEH, access to all City sewerage and drainage facilities and related information in the study area.

III. Milwaukee County Duties and Responsibilities for the Dineen Park Neighborhood Stormwater Study.

A) Right Of Entry Granted. The County understands that the District, its employees, agents, and consultants may need to enter upon Dineen Park for the purpose of conducting testing, performing survey work needed for preparing drawings, and ascertaining topography. The County agrees to allow such entry and access. The County, through its Department of Parks, will provide a written Right of Entry Permit. The County agrees that the Department of Parks will be instructed that such right of entry is to be granted whenever entry is reasonable.

B) Payment. Milwaukee County agrees to pay the District the

County's 1/3 share of the actual study costs, not to exceed
\$33,000.00.

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

County of Milwaukee

Milwaukee Metropolitan Sewerage
District

By: _____
James Keegan, Interim Director

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

Date: _____

Date: _____

Milwaukee County Department
Of Parks, Recreation and Culture

Milwaukee Metropolitan Sewerage
District

City of Milwaukee

By: _____
Position: Ghassan Korban,
Commissioner of Public Works

Date: _____