

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT AND THE CITY OF MILWAUKEE FOR WISCONSIN DEPARTMENT OF NATURAL
RESOURCES MUNICIPAL FLOOD CONTROL GRANT TO MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FOR
OAK CREEK FLOOD MANAGEMENT ACQUISITION PROJECT AT 980 WEST COLLEGE AVENUE**

This Agreement entered into between the Milwaukee Metropolitan Sewerage District ("District"), a municipal body corporate, created and operating pursuant to Wis. Stat. §§ 200.21 through 200.65; and the City of Milwaukee, a general purpose municipal corporation organized and operating pursuant to Special Charter, hereafter "City":

- A. WHEREAS, the District is authorized by statute to project, plan, design, construct, maintain, and operate a sewerage system for the collection, transmission, and disposal of all sewage and drainage of the sewerage service area including, either as an integrated or as a separate feature of the system, the collection, transmission and disposal of storm water and groundwater; and mitigation of flood risk reduction; and
- B. WHEREAS, the property located at 980 West College Avenue hereafter "Property", has been identified as a severely flood prone property; and
- C. WHEREAS, the property is located on the flood plain of the North Branch for Oak Creek, of which the District has jurisdiction over for flood management purposes; and
- D. WHEREAS, the District and the City agree that acquisition and removal of all structures at the Property is the preferred method for addressing flooding at this property; and
- E. WHEREAS, the City has agreed to apply, on behalf of the District, for a Wisconsin Department of Natural Resources Municipal Flood Control Grant, hereafter "Grant", in the amount of \$320,250 to be used to purchase the Property and for the removal of all structures; and
- F. WHEREAS, the District, agrees to manage and administer the Municipal Flood Control Grant hereafter "Grant" and provide the full payment for the acquisition and removal of the property at 980 West College Avenue upfront at no cost to the City and not to exceed the grant award amount of \$320,250; and
- G. WHEREAS, the District agrees to provide the balance of payment for the acquisition of the property and removal of all structures from the Property at no cost to the City; and
- H. WHEREAS, the Property is being acquired with the consent of property owner; and
- I. WHEREAS, the District will own the property in fee simple;

THEREFORE, it is agreed among the parties that in consideration to the mutual promises made by the parties to this Agreement:

1. Duration of Agreement

This Agreement will become effective on February 28, 2015, and will end no later than December 31, 2015.

2. Scope of Agreement

The City and the District shall implement the action items identified below and as stated in the grant agreement made a part of this Agreement by reference thereto.

The District Agrees to:

- Manage the Grant at no cost to the City of Milwaukee..
- Administer and complete the acquisition of the Property including but not limited to interview with property owner, complete appraisals, prepare and file relocation plan with the state, and .
- Administer and complete the removal of all structures on the Property.
- Administer and complete the landscaping restoration of the site
- Provide District staff to complete these tasks as necessary.
- Provide additional funding for the project as required per the grant agreement attached hereto and as provided for in Article 3, Invoices.
- The District will retain a drainage/flood easement at the Property as specified in Article 7, Maintenance of Drainage/Flood Easement.
- Send all invoices to the City, who, in turn, will submit them to the DNR

The City Agrees to:

- Apply, on behalf of the District, to the Wisconsin Department of Natural Resources for the Grant.
- Provide technical information as needed.
- Provide City personnel to attend construction meetings as necessary.
- Submit invoices, on behalf of the District, to the DNR.
- Transmit all reimbursement funds to the District.

3. Invoices

The District will submit a lump sum invoice to the City for the amount of the grant award (\$320,250) to cover project's cost. The invoice shall include: an invoice number, the dates covered by the invoice, and proof of actual costs incurred by District. Within Thirty (30) days, the City, as applicant of the grant, shall submit the invoice to the DNR for reimbursement. When the reimbursement funds are deposited, the City will then forward the same amount to the District

4. Terminating the Agreement

For reasonable cause, either District or City may terminate this Agreement, effective immediately upon giving written notice; *provided, however*, that in the event the District makes payment of any costs related to the property purchase, the City will reimburse the amount from the Grant funds.

5. Exclusive Agreement

This is the entire Agreement between, the City, and District.

6. Modifying the Agreement

This Agreement may be modified only by a writing signed by all parties.

7. Maintenance of Drainage/Flood Easement

The District and City agree that maintenance of the Property will be the responsibility of the District. The District's maintenance responsibilities are limited to activities determined by the District Watercourse Policy, as it may from time to time be amended by the Commission, i.e., if a maintenance responsibility is not explicitly set forth in a Commission approved Watercourse Policy, the responsibility does not exist.

Milwaukee Metropolitan Sewerage District

By: _____ Date: _____
Kevin L. Shafer, PE
Executive Director

Approved as to form:

By: _____
Attorney for the District

City of Milwaukee

By: _____ Date: _____

Approved as to form:

By: _____
Attorney for the City of Milwaukee