

Agreement for Schoonmaker Creek Watershed Modeling

This agreement is between the Milwaukee Metropolitan Sewerage District (the “**District**”), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204, acting through its executive director, and the City of Wauwatosa (the “**City**”), located at 7725 West North Avenue, Wauwatosa, Wisconsin 53213, acting through its mayor. The parties make this agreement pursuant to Wis. Stat. § 66.0301 to establish responsibilities for the hydrologic and hydraulic watershed modeling and preliminary engineering design associated with the Schoonmaker Creek watershed.

Homes and businesses along the Schoonmaker Creek are at risk of damage if the creek swells beyond its banks and overwhelms the underground storm sewer portions of the creek in times of heavy rainfall, snowmelt, or both. This flood risk hinders and diminishes property development and redevelopment in the area of Schoonmaker Creek as well as affected areas downstream.

In 2014, the District took jurisdiction of the portion of Schoonmaker Creek in Wauwatosa from the Menomonee River near North 62nd Street to West Lloyd Street at North 66th Street for the purpose of abating the regional flood. The Schoonmaker Creek watershed and the waterway segment within District jurisdiction for flood risk reduction efforts are shown in the attached map.

In 2020, the Southeastern Wisconsin Regional Planning Commission (“**SEWRPC**”) issued *A Watercourse System Plan for Schoonmaker Creek*, which summarized an evaluation of existing flood risk in the Schoonmaker Creek watershed and 16 alternative stormwater management plans to mitigate that risk.

In 2024, the City completed *Schoonmaker Creek Watershed Preliminary Engineering Analysis*, which reviewed and evaluated the stormwater management design alternatives presented in the 2020 SEWRPC plan. The City chose a storm sewer alternative that is intended to reduce flood risk in the watershed, including reducing flood risk for structures within the portion under the District’s jurisdiction. The District intends to share costs to obtain the flood risk reduction for those identified structures within the District’s jurisdiction of the Schoonmaker Creek south of Milwaukee Avenue, and the City intends to implement additional local storm sewer improvements at its own cost.

The City has engaged MSA Professional Services Inc. (the “**Consultant**”) to complete the watershed modeling, storm sewer alternatives evaluation, and cost estimation in a watershed modeling report to form the basis for preliminary design of the improvements to be constructed.

The City and the District intend to develop separate intergovernmental cooperation agreements for the final design, construction, and maintenance responsibilities of the storm sewer alternative.

The City anticipates continuing collaboration and coordination with the City of Milwaukee on Hawthorn Glen alternatives.

The City and the District therefore agree as follows.

1. Effective Dates

This agreement becomes effective upon its execution by both parties and terminates upon District payment to the City according to section 2.E after final completion of the watershed modeling report described in section 2.B below.

2. Schoonmaker Creek Watershed Modeling

- A. The City shall manage the Consultant completing the Schoonmaker Creek watershed modeling such that the Consultant:
 - i. Develops a comprehensive baseline watershed model, which:
 - a. Uses a design storm the City and District have agreed on. The City shall provide the District a memorandum outlining flow comparisons and methodology for selecting the design storm. The memorandum must also include an alternate statistical storm evaluation with modeling to solve for the 1-hour, 3-hour, 6-hour, 12-hour, and 48-hour duration storms using a SEWRPC intensity distribution. The memorandum must identify the 100-year recurrence flood risk. The District shall review and approve or require changes within 30 days of receipt of the memorandum.
 - b. Expands the City's current model to include adjacent areas that may drain toward the Schoonmaker Creek outfall or that may be affected by accumulation of flows at or near the Schoonmaker Creek outfall.
 - c. Uses XP-SWMM modeling software consistent with Federal Emergency Management Agency requirements to map the floodplain in the District's jurisdictional reach after the City's storm sewer improvements.
 - d. Incorporates interdependent nearby drainage areas including at least the District's Western Milwaukee Phase 2B project areas, the Hart Park north system, the levee accreditation improvements landward of the levee, and additional detail of the Hawthorn Glen Outdoor Education Center.
 - e. Identifies and evaluates potential improvements to mitigate flooding from tailwater conditions on the Menomonee River upland of the levee consistent with 44 C.F.R. § 65.10, engineering manuals, or other Federal Emergency Management Agency or U.S. Army Corps of Engineers guidance.
 - ii. Upon completion of the baseline watershed model for the selected design storm, identifies structures at risk of flood within the District's jurisdictional watershed.

- iii. Evaluates District’s alternatives to reduce flood risk on the identified structures prior to and after implementation of planned Wauwatosa storm sewer improvements upstream of the District’s jurisdictional reach. Alternatives must compare potential storm sewer pipe sizes ,voluntary property acquisition/removal or flood proofing for structures still at risk in the jurisdictional reach, with relevant cost estimates for each alternative. The alternatives should support the following assumptions and scope:
 - a. The City’s relief storm sewer between West Lloyd Street and Milwaukee Avenue may be adjusted in size as possible to convey flows sufficient to achieve flood risk reduction north of West Lloyd Street, with modeled City improvements north of West Lloyd Street, while not increasing flows within the open channel portion of the Schoonmaker Creek.
 - b. The City’s relief storm sewer between Milwaukee Avenue and the Menomonee River may be adjusted in size.
 - c. District alternatives should evaluate expansion of existing storm sewer branches, adjustment of street cross sections, and minor grading.
 - d. District alternatives must propose conditions improvements sufficient to reduce jurisdictional floodwaters from entering the Hawthorn Glen Outdoor Education Center property.
 - e. The modeling must include the levee interior drainage residual floodplain where it intersects with the Schoonmaker Creek floodplain along West State Street near North 63rd Street to determine whether additional interior drainage storm sewer improvements can remove more structures from the interior drainage floodplain. Modeling must include interior drainage improvement alternatives at State Street, including adding an inverted siphon to connect storm sewer systems west of the Schoonmaker Creek outfall to the newly constructed S-line system built for the District’s Western Milwaukee Phase 2B project. Modeling must also evaluate adjustments to the cross section of West State Street.
 - f. As part of the analysis of whether the additional/improved infrastructure alternatives listed above meet the District’s flood risk reduction goals, the alternatives must estimate costs for voluntary property acquisition and floodproofing for structures that remain at flood risk in each alternative scenario, and other applicable flood risk reduction techniques for structures at residual flood risk for an alternative.
- B. The City shall provide the District a watershed modeling report and all associated modeling files.

- i. The watershed modeling report will include modeling findings, preferred alternative(s), cost estimates, preliminary engineering design drawings, and preliminary phasing and staging of the project. The modeling report will include an executive summary and the City will provide it in draft, final draft, and final versions.
- C. The District shall review the draft report and shall return any comments to the City within four weeks of receipt of the draft report. The City shall incorporate District feedback and provide a final draft to the District. The District will review the final draft of the report within two weeks of receipt. Once all District and City comments are addressed, the City shall prepare the final version of the report and provide it to the District.
- D. The City shall transmit one invoice covering all cost-share work to the District upon completion of the report using the District's electronic project management software invoice submittal process.
- E. The District shall reimburse the City an amount not to exceed \$175,000 according to the cost-share percentages shown in Attachment A by check within 30 days of receiving the invoice.

3. Notices

- A. The District will provide notices to:

Boris Veleusic, City Engineer
City of Wauwatosa
7725 West North Avenue
Wauwatosa, Wisconsin 53213
(414) 479-8929
bveleusic@wauwatosa.net

- B. The City will provide notices to:

Mark Mittag, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
(414) 225-2147
mmittag@mmsd.com

4. Modifying this Agreement

The parties may modify this agreement only by a written amendment signed by both parties.

5. Severability

If a court finds any part of this agreement unenforceable, then the remainder of this agreement continues 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 that cannot be resolved by the parties, then the City and the District will 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. Independence of the Parties

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

9. Authority of Signatories

All signatories to this agreement certify that they are properly authorized by their governing body to execute this agreement.

10. 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 reasonable 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 WAUWATOSA

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

By: _____
Dennis McBride
Mayor

Date: _____

Date: _____

Approved as to form

By: _____
Deyanira Nevarez
City Clerk

Attorney for the District

Date: _____

By: _____
John Ruggini
Finance Director

Date: _____

Jennifer Tate
City Attorney





Attachment A

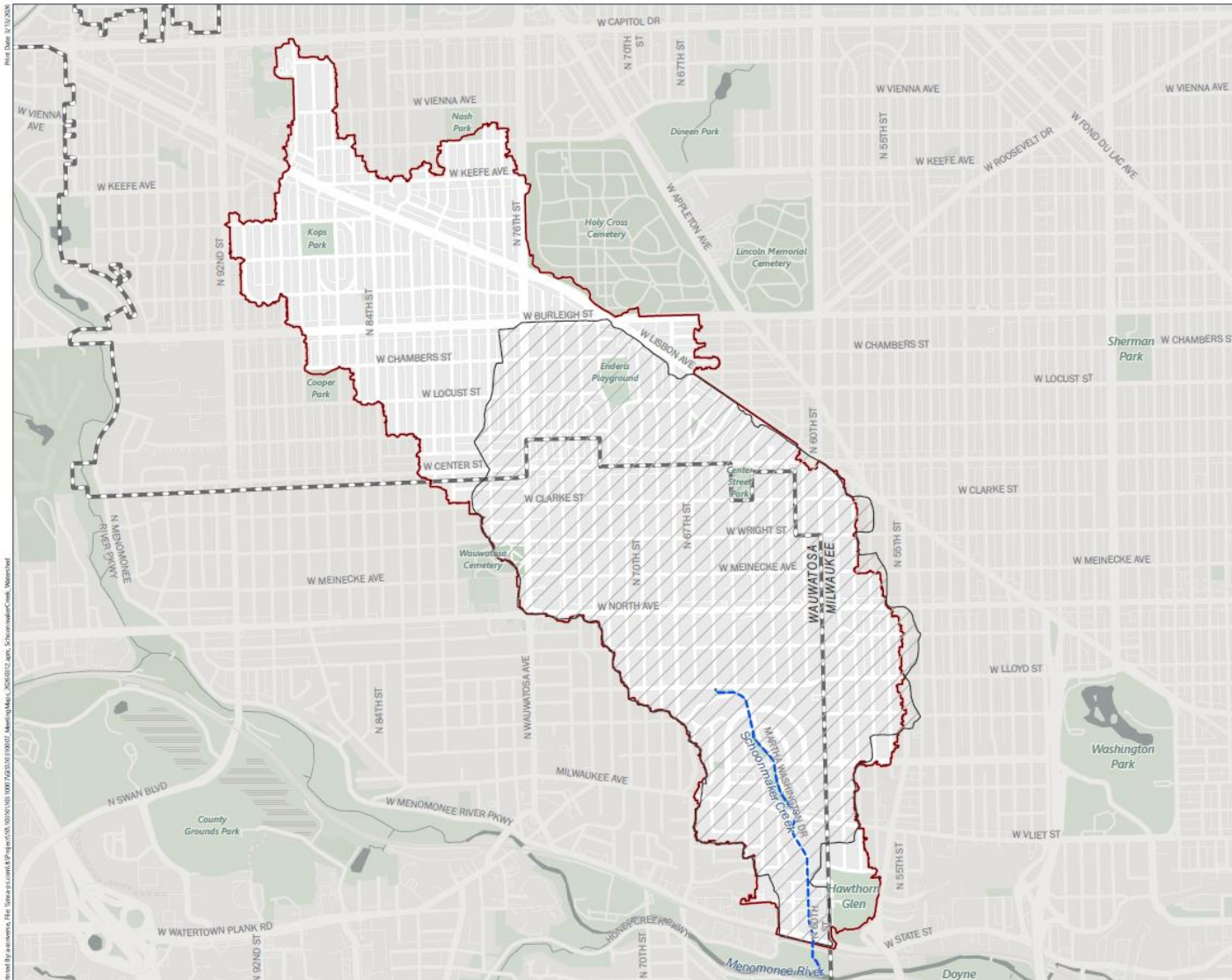
WORK PLAN - Schoonmaker Creek Watershed Modeling and Design						
MSA Professional Services		Total Cost	City %	MMSD %	City Cost	MMSD Cost
Task/Activity	Task					
Task 1 - Project Management		\$17,000				
Project Management	101	\$17,000	50	50	\$8,500	\$8,500
Task 2 - Project Review Meetings		\$71,000				
City of Wauwatosa Meetings	201	\$48,000	100	0	\$48,000	\$0
MMSD Coordination Meetings	202	\$23,000	20	80	\$4,600	\$18,400
Task 3- Hydrologic and Hydraulic Modeling		\$232,500				
PC-SWMM to XP-SWMM Conversion	301	\$19,000	0	100	\$0	\$19,000
Comprehensive Schoonmaker Creek Watershed Model	302	\$10,000	100	0	\$10,000	\$0
Alternate Statistical Storm Evaluation	303	\$6,500	0	100	\$0	\$6,500
Menomonee River Analysis	304	\$5,500	0	100	\$0	\$5,500
30% Design Modeling North of Lloyd	305	\$90,000	100	0	\$90,000	\$0
Infrastructure Impacts - MMSD Jurisdiction - Optimization Option B	306	\$16,000	10	90	\$1,600	\$14,400
Infrastructure Impacts - MMSD Jurisdiction - Hawthorne Glen	307	\$2,500	0	100	\$0	\$2,500
Infrastructure Impacts - MMSD Jurisdiction - Land Side Drainage Siphon	308	\$28,000	100	0	\$28,000	\$0
Infrastructure Impacts - MMSD Jurisdiction - Property Acquisition Compariso	309	\$30,000	10	90	\$3,000	\$27,000
Infrastructure Impacts - MMSD Jurisdiction - Floodproofing Analysis	310	\$25,000	10	90	\$2,500	\$22,500
Task 4 - Limited Engineering Design to Support Modeling Efforts		\$78,500				
Trunk Line North of Lloyd Street (incl. Up to Center + Branches)	401	\$20,000	100	0	\$20,000	\$0
State St/Land-Side (incl review of MMSD plans and CADD files)	402	\$23,000	100	0	\$23,000	\$0
Optimization of Option B Relief Sewer - Lloyd to Milwaukee	403	\$6,000	100	0	\$6,000	\$0
Optimization of Option B Relief Sewer - Milwaukee to River	404	\$10,000	0	100	\$0	\$10,000
Cost Estimates North of Lloyd	405	\$7,000	100	0	\$7,000	\$0
Cost Estimates South of Lloyd	406	\$9,000	50	50	\$4,500	\$4,500
Cost Estimates Along State Street	407	\$3,500	100	0	\$3,500	\$0
Task 5- Technical Report		\$26,000				
Draft	501	\$17,000	50	50	\$8,500	\$8,500
Final	502	\$9,000	50	50	\$4,500	\$4,500
		\$425,000			\$273,200	\$151,800

Attachment B

Schoonmaker Creek Watershed

Wauwatosa, Milwaukee County, WI

-  Municipal Boundary
-  Schoonmaker Creek Watershed
-  Original SEWRPC Model Extents
-  Schoonmaker Creek, MMSD Jurisdictional Watercourse



Data Sources:
Municipal Boundaries: Milwaukee County

