

**Intergovernmental Cooperation Agreement  
between the  
Milwaukee Metropolitan Sewerage District  
and the  
City of Franklin  
For Ryan Creek Interceptor Odor Control Improvements**

**1. Parties**

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and the City of Franklin (City).

**2. Purpose**

The purpose of this Agreement is to establish responsibilities for design, construction, and cost sharing to address the odor problem in the Ryan Creek Interceptor at the west end of the pipes, where the City of Muskego connects to the Ryan Creek Interceptor (hereinafter "Project").

**3. Basis for this Agreement**

- A. WHEREAS, the District and the City executed an Intergovernmental Cooperation Agreement (ICA) on November 8, 2010, for the construction, financing, and ownership of the Ryan Creek Interceptor located in the City; and
- B. WHEREAS, the Ryan Creek Interceptor was constructed on or about July 2011; and
- C. WHEREAS, after coming online, reports began to surface of excess odors in the area. A joint investigation among the District, City, and the City of Muskego discovered that a lack of flow in the Interceptor caused the odor problem. Specifically, because multiple pump stations pump flow over long distances to the Ryan Creek Interceptor or the Southwest Interceptor (at College Avenue and STH 100), the result is a septic environment with hydrogen sulfide (H<sub>2</sub>S) offgas at changes in elevation in the pipe; and
- D. WHEREAS, the parties agree that an engineering solution must be effectuated to reduce the H<sub>2</sub>S odors within the Interceptor.

**4. Effective Dates**

This Agreement becomes effective on the date of execution and terminates, with the exception of long-term maintenance responsibilities, on May 1, 2031, the anticipated date of the transfer of the Ryan Creek Interceptor from Franklin to the District.

(H) keep records sufficient to segregate the construction costs for the Project; and

(I) invoice the District for the construction costs for the Project.

## 7. Notices

(A) The District will provide notices to:

Glen Morrow, PE  
City Engineer  
Department of Public Works  
9229 W. Loomis Road  
Franklin, WI 53132  
414-425-7510  
GMorrow@franklinwi.gov

(B) The City will provide notices to:

Micki Klappa-Sullivan, PE, ENV SP  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204-1446  
[MKlappaSullivan@mmsd.com](mailto:MKlappaSullivan@mmsd.com)  
414-225-2178

## 8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by both Parties.

## 9. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

## 10. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

## 11. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

By: \_\_\_\_\_  
Kevin L. Shafer, PE  
Executive Director

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for the District

**CITY OF FRANKLIN**

By: \_\_\_\_\_  
Stephen R. Olson, Mayor

Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
Paul Rotzenberg  
Director of Finance and Treasurer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sandra L. Wesolowski  
City Clerk

Date: \_\_\_\_\_

Approved as to form, this \_\_\_\_ day of  
\_\_\_\_\_, 2019:

By: \_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney