

TRAFFIC CONTROL AGREEMENT
NORTH CAMBRIDGE AVENUE AND EAST NORTH AVENUE

THIS AGREEMENT is made and entered into by and between the CITY OF MILWAUKEE, hereinafter called "CITY", a municipal corporation, and the UWM REAL ESTATE FOUNDATION, INC., hereinafter called "DEVELOPMENT", it's successors and assigns, relating to the design, installation, construction, operation, and maintenance of the traffic control signals and related traffic control facilities at the intersection of North Cambridge Avenue and East North Avenue, hereinafter called "INTERSECTION".

NOW, THEREFORE, in consideration of the mutual promises of each entity made to the other, the fulfillment of the terms and conditions, agreements, and understanding hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The traffic control signals are to be designed, constructed, operated, and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. Milwaukee hereby agrees:

- (a) That the City will, through its Public Works Department and other appropriate and necessary agents of the City, design and construct traffic control signals and related traffic control facilities at the Intersection with all costs paid by the Development. The total estimated amount for design and construction is \$65,000.
- (b) That the City, as subscriber for electrical service with We Energies, will bill the Development annually for the total cost of energy for the traffic control signals at the Intersection.
- (c) That the City, at its own expense, will provide routine maintenance responsibility (lamp removal, cleaning, lens replacement, controller service, detector service, etc.) for the entire traffic control signal installation.
- (d) That the City, at its own expense, will provide all necessary repairs and replacements to equipment that fails to function properly as a result of normal wear and deterioration.
- (e) That the City, at its own expense, will provide all necessary repairs and replacements to equipment damaged by accident, vandalism, or acts of God.

- (f) That the City, at its own expense, will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry.
- (g) That the City will operate and adjust the traffic signal timing and equipment in such manner as to best meet prevailing traffic conditions as determined by the City.
- (h) That the City will bill the Development annually for operating costs in the amount of \$60 per month. This amount will cover the cost of electrical service, as referenced in Section 1(b).
- (i) In the event that the total design and construction costs are less than the initial deposit, the City will refund the difference to the Development.
- (j) That the City has full authority to discontinue on either a temporary or permanent basis any traffic control facilities, including traffic signals, and to remove said facilities, in the event that the operation of the Development ceases.

II. The Development hereby agrees:

- (a) That the Development will pay for the total cost of the design and construction of traffic control signals and related facilities at the Intersection. The estimated cost of design and construction is to be deposited with the City in advance of the design and construction of the signal. In the event that the total design and construction costs exceed the deposit by less than 15%, the Development will pay the difference upon being invoiced by the City.
- (b) That the Development will pay the City an annual operating cost of \$60 per month that will include the cost of electrical energy.
- (c) That the City is to perform routine maintenance for the entire traffic control signal installation as indicated in Section I. (c), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in Section I. (d), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in Section I. (e) and any necessary equipment additions or revisions as indicated in Section I. (f).
- (d) That the City is to perform all work related to the operation of the traffic control signals at the Intersection, including engineering.
- (e) That the Development agrees to promptly notify the City through its Public Works Department (at the phone numbers listed below), of any damage, lamp outage, lens breakage, or seeming malfunction of the traffic control signal equipment or related traffic control facilities.

Canal Street Shop – 286-3682
Engineering Office – 286-3232

- (f) That the City shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions determined by the City of Milwaukee through its Public Works Department.
- (g) That the City shall request layouts of the Development's underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. The City shall be required to take precautionary measures to avoid damage to such underground facilities. The Development shall supply the City with a complete record of the existing underground material structure at the intersection and any change or revision thereto as may take place in the future.

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of the City.

IV. Payments

All payments due under this agreement shall be paid within sixty (60) days after receipt of an invoice with appropriate back-up evidence of the same.

V. Liability

Each party agrees to indemnify, defend and save harmless the other, as well as their officers, directors, employees and agents, from, and against any and all liability for injuries or damages to persons or property arising out of their own performance or failure to perform the provisions of this Agreement.

VI. Duration

This Agreement shall continue and be in force indefinitely unless terminated on six (6) months written notice by either agency to the other.

This agreement supersedes, rescinds, and replaces any and all previous agreements which may have been entered into by the City and the Development regarding the design, construction, operation and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of the City of Milwaukee affix their hands and seals this ____ day of _____, 2010.

CITY OF MILWAUKEE

COMMISSIONER OF PUBLIC WORKS

CITY COMPTROLLER

CITY ATTORNEY

IN WITNESS WHEREOF, the undersigned on behalf of the UWM Real Estate Foundation, Inc. affix their hands and seals this _____ day of _____, 2010.

UWM REAL ESTATE FOUNDATION, INC.

BY: _____

KAL: