

DRAFT

LOCAL/COUNTY AGREEMENT FOR A HIGHWAY IMPROVEMENT PROJECT

DATE: July 6, 2009

ID: 2505-06-20, 70

HIGHWAY: South 13th Street (CTH "V")

LIMITS: West Rawson Avenue to West College Avenue

THIS AGREEMENT is made and entered into and by between Milwaukee County, a body corporate and the City of Milwaukee, a municipal corporation.

The east half of South 13th Street between West College Avenue to a point approximately 3400 feet south has been designated County Trunk Highway "V" pursuant to Section 83.025 of the Wisconsin Statutes.

Milwaukee County has budgeted funds for the reconstruction of CTH "V" between West Rawson Avenue to West College Avenue to complete plans to advance to the construction contract bidding process scheduled for March 2010, and construction to begin in April 2010.

Whereas the west half of South 13th Street from West College Avenue to a point approximately 3400 feet south is under the jurisdiction of the City of Milwaukee. Therefore, the City of Milwaukee has requested that Milwaukee County design and build the west half of South 13th Street in the City of Milwaukee as part of the proposed CTH "V" improvement.

The signatory city hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the Milwaukee County Department of Transportation and Public Works, hereinafter called the County, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility- Describe and give reason for request:

South 13th Street is a two-lane rural type road with gravel shoulders and grass ditches. The pavement has failed and shoulders are in poor condition. A tributary to the north branch of the Oak Creek overtops its banks and causes flooding in adjacent areas and overtops the roadway during the 10-year storm. Development in the area has increased and traffic volumes have increased to a level that requires additional roadway capacity. Changes to regulations regarding stormwater management and increased development in the project area have created a situation that requires additional stormwater management facilities.

Proposed Improvement- Nature of work: Reconstruction of the road to an urban cross-section. The new roadway will include curb and gutter and storm sewers, street lighting as determined by the Municipality, landscaping and sidewalks as determined by the Municipality.

DRAFT

Estimated Cost Summary¹ Real Estate and Construction Costs

<u>Phase</u>	<u>Total</u>	<u>County</u>	<u>Milwaukee</u>
	<u>Estimated Cost</u>	<u>Funds</u>	<u>Funds</u>
Real Estate			
-Roadway (Non Part) ²	\$ 300,000	\$ 0	\$ 300,000
Construction			
-Roadway (Non Part) ²	\$1,860,330	\$ 0	\$1,860,330
Total	\$2,160,330	\$ 0	\$2,160,330

- 1 These are preliminary estimated costs that will be refined at the conclusion of the design phase. These estimated costs include sidewalk and other items that are not eligible (non-participating costs) for Milwaukee County funding assistance. Street light costs are not included.
- 2 The costs presented above are for roadway items and storm sewer items related solely to the roadway improvement.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the County shall constitute agreement between the Municipality and the County.

DRAFT

Signed for and on behalf of Milwaukee County:

Signature

Interim Director of Transportation
and Public Works
Title

Date

Jack H. Takerian
Name (Print Clearly)

Signed for and on behalf of the City of Milwaukee:

Signature

Commissioner of Public Works
Title

Date

Name (Written Clearly)

Signature

City Comptroller
Title

Date

-Terms and Conditions Begin on the Next Page-

DRAFT

TERMS AND CONDITIONS

1. The Municipality will pay to the County all costs that are under the jurisdiction of the City of Milwaukee. The County agrees to involve the Municipality in the planning and preliminary engineering activities on the project and to seek and obtain the Municipality's approval on the design concept prior to beginning any final design work.
2. As the work progresses, the Municipality will be billed quarterly for work completed which is under the jurisdiction of the City of Milwaukee. Upon completion of the project, a final audit will be made to determine the final costs.
3. The work will be administered by the County or its designee and may include items as proposed by the Municipality that are 100% Municipality costs.
4. Basis for Participation: 100% Municipality (Milwaukee), for the portion of roadway under the jurisdiction of the City of Milwaukee. Municipality may use their STP-U entitlements and other Federal/State funds.
5. Additional Agreements: It is anticipated that additional separate agreements detailing cost participation for maintenance, and ownership of certain facilities shall be prepared during the preliminary engineering phase. These agreements shall include, but not be limited to stormwater detention facilities, traffic signals, etc.
6. If the Municipality should withdraw from the roadway project, it will reimburse the County for all costs incurred by the County to the withdrawal date plus associated costs to the County to make necessary revisions to the plans due to the withdrawal (i.e. real estate, construction).

(End of Document)