

STREET LIGHTING AGREEMENT
SOUTH 13TH STREET FROM WEST COLLEGE AVENUE TO WEST RAWSON AVENUE

Between the CITY OF MILWAUKEE, a municipal corporation, hereinafter called "MILWAUKEE", and the CITY OF OAK CREEK, a municipal corporation, hereinafter called "OAK CREEK", relating to the installation of uniform street lighting on South 13th Street between West College Avenue and West Rawson Avenue.

WHEREAS, South 13th Street is scheduled to be improved between West College Avenue and West Rawson Avenue, hereinafter called "the Subject Area;" and

WHEREAS, This project is funded under the Federal Surface Transportation Program-Urban for Metro Milwaukee (STP-M) and has an 80% federal/20% local cost share; and

WHEREAS, The Subject Area lies irregularly within the boundaries of Milwaukee and Oak Creek; and

WHEREAS, It is considered desirable for both communities that a uniform system of street lighting the " Street Lighting System" be installed in the interest of public safety and convenience; and

WHEREAS, The Street Lighting System is defined as required facilities needed above and below ground to operate the street lights from the electrical service connection.

WHEREAS, The operation of **twenty five** Street Lighting Units, which includes the street lighting pole, wiring pedestal, bracket arm, and luminaire, "Street Lighting Units" in the Subject Area will become the responsibility of Oak Creek within its corporate limits following the completion of lighting installation, while the operation of twelve Street Lighting Units will become the responsibility of Milwaukee in the remainder of the Subject Area.

NOW, THEREFORE, In consideration of the mutual promises of each city made to the other and other good and valuable consideration and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth, it is mutually agreed and understood by and between the two cities that the Street Lighting System shall be designed, constructed, and installed by Milwaukee in that area of Oak Creek within the Subject Area in a manner consistent with lighting in the Subject Area in Milwaukee. Conditions of this agreement are to be as follows:

I. Construction, Operation, and Maintenance:

(a) Milwaukee will, through its Department of Public Works, Infrastructure Service Division, and other appropriate and necessary departments of Milwaukee, design, construct and install, subject to payment of costs as hereinafter set forth, the complete Street Lighting System in the Subject Area.

(b) Upon installation, all of the material installed pursuant to this Agreement shall become the property of the Municipality in which it is installed.

- (c) Each Municipality shall have the responsibility for maintenance, repair and operation of its own properties and facilities, with the exception of certain special arrangements as hereinafter set forth.
- (d) Milwaukee will perform all maintenance and repair work on the Street Lighting System installed in the Subject Area pursuant to this Agreement. Major maintenance and repair items on Street Lighting System in Oak Creek shall be done by Milwaukee at Oak Creek's cost pursuant to an individual service order signed by the appropriate official of Oak Creek as hereinafter provided. Routine minor maintenance shall be performed on a fixed charge per Street Lighting Unit per month basis as hereinafter set forth. Routine minor maintenance does not include electrical energy costs or snow clearance. Routine minor maintenance shall include lamp replacement, refractor cleaning and minor socket repairs.

II. Funding:

- (a) The estimated total cost of installation of the Street Lighting System in the Subject Area is estimated at One hundred and two thousand, seven hundred and sixty eight dollars, and fifty eight cents (**\$102,768.58**). Eighty percent (80%) of the estimated cost of the Street Lighting System, or **\$82,214.86** will be funded by the Wisconsin Department of Transportation (WisDOT) under the Surface Transportation Program-Urban for Metro Milwaukee (STP-M). The remaining twenty percent (20%) local share estimated at **\$20,553.72** will be funded as follows:
- 64.8% of the estimated local share or **\$13,318.81** will be paid to Milwaukee by Oak Creek for the portion of the street lighting system constructed in Oak Creek.
 - 35.2% of the estimated local share or **\$7,234.91** will be paid by Milwaukee for the portion of the street lighting system constructed in Milwaukee.
- (b) Milwaukee will invoice Oak Creek for its local portion after project completion, based on actual costs.
- (c) Oak Creek will pay to the City of Milwaukee a fixed maintenance charge of Two Dollars and Sixty Cents (\$2.60) per Street Lighting Unit per month for each of the street lighting units in the lighting system located in Oak Creek. The maintenance charge shall be subject to periodic review at the option of Milwaukee, with adjustments made as necessary based on changing labor and material costs subject to review and consultation with Oak Creek. Oak Creek shall be notified of such adjustments at least thirty (30) days before the revised rates become effective.
- (d) Oak Creek will pay to Milwaukee its proportionate share of electrical energy costs for the operation of the Street Lighting Units installed within Oak Creek. Milwaukee will send Oak

Creek a monthly invoice for the Subject Area with the electrical rate, energy usage, and maintenance charge.

- (e) Oak Creek will pay for major maintenance and repairs to the street lighting system, which will be performed by Milwaukee upon issuance of individual service orders by Oak Creek. All major maintenance and repairs to the Street Lighting System shall be subject to review and approval by Oak Creek prior to Milwaukee undertaking major maintenance and repairs to the Street Lighting System.
- (f) Oak Creek agrees to promptly notify Milwaukee through its Department of Public Works (at the phone numbers listed below), of any damage, lamp outage, or malfunction of the street lighting equipment or related street lighting facilities.

Street lighting Dispatcher – 286-3015 Engineering Office – 286-3244

- (g) All payments due under this contract will be paid within thirty (30) days after receipt of invoice.

III. Other Provisions:

- (a) This Agreement shall commence when fully executed by the authorized representatives of the municipalities and shall continue and be in force indefinitely unless terminated on six (6) months' written notice of either municipality to the other, provided, however, that no obligation or duty whatsoever arises under this contract on the part of Milwaukee until payment of final construction costs is made to Milwaukee as provided in Section II-b of this agreement.
- (b) Any amendments to this Agreement shall be in writing and signed by the parties.
- (c) Unless otherwise provided, any notice that by the terms of this Agreement must be given to any of the parties shall be in writing and shall be sent forwarded to:

To Milwaukee:
Commissioner of Public Works
City of Milwaukee
Municipal Building
841 North Broadway, Room 516
Milwaukee, WI 53202

To Oak Creek:
Engineering Department
City of Oak Creek
8640 South Howell Avenue
Oak Creek, WI 53154

Any of the parties' addresses may be changed at any time by notice given to the other party as provided in this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF MILWAUKEE

Jeff Mante
COMMISSIONER OF PUBLIC WORKS 2-23-11 DATE

DEPUTY Michael James
COMPTROLLER 2-24-11 DATE

Approved as to form and execution
This 25th of February 2011

Kathryn Z Blak
Assistant City Attorney

CITY OF OAK CREEK

Pamela S Bauer
CITY CLERK 2/8/11 DATE

Richard R. Bolender
MAYOR Richard R. Bolender DATE 2/7/11

RWB: ns