

**LOCAL/COUNTY AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: July 1, 2003
COUNTY ID: H201V01P
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 Rawson Avenue to West College Avenue has been designated County Trunk Highway "V" pursuant to Section 83.205 of the Wisconsin Statutes.

Milwaukee County has budgeted funds in 2003 Capital Budget 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, through WisDOT bid letting process scheduled for March 2005, and construction to begin in April 2005.

Whereas the west half of South 13th Street between West College Avenue and a point approximately 3400 south is under the jurisdiction of the City of Milwaukee. Therefore, the City has requested the County to 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, and the Milwaukee County Department of 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. The ditches are inadequate to carry storm runoff. Development in the project area has increased and traffic volume has increased to a level that requires additional roadway capacity.

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.

Estimated Cost Summary

<u>Phase</u>	<u>Total Estimated Cost</u>	<u>Milwaukee Share</u>	<u>%</u>
Design	\$ 155,000	\$155,000	100
TOTAL	\$ 155, 000	\$155,000	

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.

Signed for and on behalf of the Milwaukee County:

Signature Title Date

Thomas C. Kenney
Name (Written Clearly)

Signed for and on behalf of the City of Milwaukee:

Signature Commissioner of Public Works Title Date

Name (Written Clearly)

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The Municipality will pay to the County all costs which are under the jurisdiction of 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 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 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 other 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 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 for other items such as maintenance, construction, real estate, and ownership of facilities shall be prepared during the preliminary engineering phase.

(End of Document)