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AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 1964, by and between the City of Milwaukee, a municipal corporation, hereinafter called "Milwaukee", and the Village of West Milwaukee, a municipal corporation, hereinafter called "West Milwaukee", relating to the installation, operation, and maintenance of new traffic signals and related facilities at the intersection of S. 43rd Street and W. Lincoln Avenue. The limits of the area under consideration are as follows:

On W. Lincoln Avenue from a point approximately 150 feet east of the center line of S. 43rd Street to a point approximately 150 feet west of the center line of S. 43rd Street, and on S. 43rd Street from a point approximately 150 feet north of the center line of W. Lincoln Avenue to a point approximately 150 feet south of the center line of W. Lincoln Avenue.

In addition to such intersection area, that area in which work is required for installation of traffic control signal interconnecting cable from W. Lincoln Avenue and S. 35th Street to S. 43rd Street and W. Lincoln Avenue shall also be within the area of the project.

It is understood by the parties hereto that pavement marking and sign work may extend beyond the above-described limits.

NOW, THEREFORE, in consideration of the mutual promises of each municipality made to the other, and other good and valuable considerations, and the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the two municipalities that uniform traffic control facilities shall be designed, constructed, installed, maintained, and repaired as required in that area previously described, substantially as shown on City of Milwaukee, Bureau of Traffic Engineering and Electrical Services Drawing No. M-64-516-T. Conditions of this Agreement are to be as follows:

I. Milwaukee agrees to the following:

(a) That it will, through its Bureau of Traffic Engineering and Electrical Services and other appropriate and necessary agencies of Milwaukee, design, construct, install, maintain and repair subject to payment of cost by West Milwaukee as hereinafter set forth, traffic control signals, including necessary underground conduit, related traffic control devices and traffic control signal interconnection to S. 35th Street.

(b) Milwaukee will assume routine maintenance responsibilities (lamp renewal, cleaning, lens replacement, traffic control signal and control cabinet painting, controller servicing, etc.) for the entire traffic control signal installation.

(c) Milwaukee will make all necessary repairs and replacements to equipment which is damaged or which fails to function properly, and will pay for the cost of such repair and replacement of material installed within Milwaukee.

(d) Milwaukee will paint appropriate pavement markings within the entire intersection and on all approaches to the intersection as defined, in conjunction with the original installation of traffic control signals, and will repaint such pavement markings on pavement surfaces within the limits of the City of Milwaukee only, as necessary to maintain proper traffic delineation, following the original pavement marking scheme as to positioning and color, unless deviations are found to be desirable in the future.

II. West Milwaukee agrees to the following:

(a) West Milwaukee agrees to pay thirty-five per cent (35%) of the total cost of engineering, installation, and construction of the traffic control facilities for the subject intersection, and will deposit Two Thousand, Four Hundred Fourteen Dollars and Ninety-Three Cents (\$2,414.93), which is Thirty-five per cent (35%) of the estimated cost of the project, with the Commissioner of Public Works of Milwaukee within ten (10) days after the execution of this agreement. When the work has been completed and the actual costs determined, Milwaukee and West Milwaukee will adjust the difference between the deposit based on estimated cost and the payment based on actual cost by issuing the proper remittance to the one to whom such remittance is due.

(b) West Milwaukee agrees to pay for the cost of operation (electrical energy) of all traffic control signals at the subject intersection, including those located within the City of Milwaukee.

(c) West Milwaukee agrees that Milwaukee is to perform necessary repairs and replacements to all traffic control signal equipment which is damaged or which fails to function properly, and agrees to pay Milwaukee for the repair and replacement of equipment installed within West Milwaukee, including the cost of labor, material and equipment services, except for the routine maintenance, as listed under I (b).

(d) West Milwaukee agrees to notify the City of Milwaukee, Bureau of Traffic Engineering and Electrical Services (at one of the phone numbers listed below) of any damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices.

Canal Street Shop - BR. 6-3711, Extension 481
Engineering Office - BR. 6-3711, Extension 351

(e) West Milwaukee agrees that Milwaukee is to perform all work related to the operation of traffic control signals at the subject intersection after the installation has been completed and placed in operation, as outlined in this agreement, except such immediate emergency measures as may need to be taken.

(f) If at some future time, a change in intersection geometrics occurs necessitating relocation of traffic control signals or related traffic control facilities and devices from Milwaukee to West Milwaukee, or vice versa, the cost of removal and relocation and the cost of such relocated equipment shall be charged in full to the municipality into which such equipment is relocated and that relocated equipment shall become the property of the municipality in which it is installed.

(g) West Milwaukee agrees that Milwaukee shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the City of Milwaukee, Bureau of Traffic Engineering and Electrical Services in collaboration with the Milwaukee Police Department, the West Milwaukee City Engineer's Office, and the West Milwaukee Police Department.

(h) West Milwaukee agrees to share equally with Milwaukee the cost of any replacement or addition of control equipment necessary because of damage, or revised operational patterns subject to mutual approval of each municipality.

(i) West Milwaukee agrees that Milwaukee shall paint appropriate pavement markings within the entire intersection and on all approaches to the intersection as defined, in conjunction with the original installation of traffic control signals for which West Milwaukee agrees to pay thirty-five per cent (35%) of the total cost of all such pavement markings, which cost is included in Paragraph II (a). West Milwaukee further agrees to repaint pavement markings on pavement surfaces within the limits of the Village of West Milwaukee as necessary to maintain proper traffic delineation following the original pavement marking scheme as to positioning and color, unless deviations are found to be desirable in the future.

III. Ownership and Responsibility

After installation, all of the materials installed shall become the property of the municipality in which it is installed.

IV. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of invoice of same.

V. Liability

Milwaukee shall be required to request layouts of West Milwaukee's underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. Milwaukee shall be required to take precautionary measures to avoid damage to such underground facilities.

West Milwaukee shall supply Milwaukee with a complete record of the existing underground materials structure in West Milwaukee and any change or revision thereto as may take place in the future.

In the event any person or persons make claim for injury or damages arising from an alleged malfunctioning of the said traffic control facilities, both municipalities shall defend against such claims and shall equally share liability, if any, provided, however, that if and in the event that any such claim is based on a street defect (Section 81.15 of the Wisconsin Statutes), the defense and the liability therefor shall be the obligation of the municipality in which the alleged defect was located.

VI. Duration

This contract 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 the payment of Two Thousand, Four Hundred Fourteen Dollars and Ninety-Three Cents (\$2,414.93) is made to the Commissioner of Public Works, as provided in Paragraph II (a) of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of September, 1964.

Signed and sealed in the presence of:

VILLAGE OF WEST MILWAUKEE, A Municipal Corporation

Gertrude Kuge

Thomas Bell
Village President

Dorlene Dalegal

John W. Teubling
Village Clerk

CITY OF MILWAUKEE, A Municipal Corporation

Hildegard Colton

Henry W. Hair
Mayor

Jean Staps

Ray Marby
City Clerk
John E. Kalupa
City Comptroller

STATE OF WISCONSIN)

33.

MILWAUKEE COUNTY)

Personally came before me this 9th day of September,
1964, Thomas Bell Village President, and
Joseph M. Tabushing Village Clerk,

of the above-named VILLAGE OF WEST MILWAUKEE, a municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Caroline R. Kaerue
Notary Public, Milwaukee Co., Wis.

my commission expires July 11, 1965

STATE OF WISCONSIN)

ss.

MILWAUKEE COUNTY)

Personally came before me this 21st day of September
1964, Henry W Maier Mayor, and
Ray Markey City Clerk, and
John E Kallipa City Comptroller,

of the above-named CITY OF MILWAUKEE, a municipal corporation,
to me known to be the persons who executed the foregoing
instrument and to me known to be such Mayor, City Clerk,
and City Comptroller of said municipal corporation, and
acknowledged that they executed the foregoing instrument
as such officers as the deed of said municipal corporation,
by its authority, and pursuant to resolution File No. 63-4424A
adopted July 31, 1964.

Luc M. Zimmerman
Notary Public, Milwaukee Co., Wis.
My commission expires 5-28-67

Approved as to form and
execution this 23rd day
of Sept, 1964.

John F. Kitzke
Assistant City Attorney