

THIS AGREEMENT, By and between Milwaukee County hereinafter known as "County", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

IN CONSIDERATION of the sum of One Dollar (\$1.00) to each party in hand paid by the other, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained.

WHEREAS, The County has requested an agreement that provides for installation of public improvements to replace existing city utilities and roadway along 6th Street between private road Air Cargo Way and approximately 2500 feet south; and

WHEREAS, The public improvements for this relocation project could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated.

NOW, THEREFORE, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations,

IT IS AGREED, By and between the parties hereto that:

1. Funding Obligation

County agrees to provide all funds necessary for design and construction of the public improvements, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project.

2. City to Design Public Improvements

The City shall let and administer design and construction contracts for the sewer, water, and the County (or its consultant) will administer the design of the new roadway required. City or the County may award the construction contract for the roadway related work. Plans shall be prepared to City specifications and approval by the Commissioner of all such plans shall be required prior to commencement of any improvement work. All City costs associated with review of plans prepared by others shall be the County's responsibility. To expedite the City's review, County shall provide plans for the public improvements as follows:

- a. Paving plans shall be submitted upon approval by the City Engineer of site grades established as part of the Storm Water Management Plan.
- b. Preparation of sewer plans may not be start until preliminary paving plans have been approved by the Commissioner.

- c. Preparation of Water plans may not start until paving and sewer plans have been approved by the Commissioner.

3. Construction Option

Upon mutual concurrence of County and the Commissioner of Public Works, County may let and administer construction contracts for one or more of the public improvements covered by this Agreement. In the event County manages one or more public improvement construction contracts, City shall perform its normal inspections during the course of construction. In addition, County agrees to make a good faith effort to comply with and administer on behalf of the City, all applicable City rules and requirements pertaining to Emerging Business Enterprise and local Resident Preference Program in the construction contracts.

County shall not authorize any changes in improvement plans without the prior approval of the Commissioner of Public Works. All payments to contractors must be pre-approved by the Commissioner.

4. Site Grading

The County is responsible for obtaining any and all permits required to undertake grading activities.

5. Water Improvements

Water main will be installed in street rights-of-way and in easement, as may be necessary, to serve existing and future abutting properties. Plans for water main improvements shall be prepared by the City. The estimated cost for the City's review of these plans is [\$ Amount]. The estimated costs to construct and inspect the

water improvements are as follows:

Construction	[\$ Amount]
Inspection & related activities	[\$ Amount]
Water fittings & materials	[\$ Amount]

The City will let the contract, and shall provide the fittings. The City is responsible for obtaining the required State of Wisconsin Department of Natural Resources Water Main Installation permit. The City will provide the flow test information required as part of the permit application.

6. Sewer Improvements

Storm and sanitary sewers will be installed in the subdivision's street rights-of-way. Plans for storm and sanitary sewers shall be prepared by the City. The estimated costs to construct and inspect the sewer improvements are as follows:

Construction (sewer mains)	[\$ Amount]
Inspection	[\$ Amount]
As-built drawings & record keeping	[\$ Amount]

Review and approval of the sewer plans by the Milwaukee Metropolitan Sewerage District is required. City shall facilitate these efforts.

7. Paving Improvements

New 6th Street shall be 30 foot wide. The pavement type shall be 9-inch thick concrete pavement along with concrete curb and gutter. Sidewalks shall be constructed on one side of the roadway. A separate Common Council file will be introduced seeking CC approval of this variance. In case the Common Council rejects this

variance, then sidewalk shall be constructed on both sides of the roadway.

Plans for paving improvements shall be prepared by the County. The estimated cost for the City's review of the paving plans is [\$ Amount]. The estimated costs to construct and inspect the paving improvements are as follows:

Construction	[\$ Amount]
Inspection	[\$ Amount]

8. Utility Laterals

Sanitary sewer and water laterals will be reconnected for each existing building. The cost of laterals is included in the preceding sewer and water estimates. County shall provide funding for these laterals.

9. Street Lights

The new 6th Street will have public street lights. County shall fund all costs associated with design and installation of such, including all material required.

10. Street Trees

Street trees will be planted by the City along both sides of 6th Street.

The estimated cost for these street trees is [\$Amount].

Approximately [Amount] trees will be planted by the City's Department of Public Works Forestry Division in accord with its regular tree planting schedule. The trees shall be planted generally at 40-foot intervals. There is no additional cost for design

engineering or inspections.

11. Storm Water Management Plan

A Storm Water Management Plan for the project must be submitted for review and approval by the City Engineer. Any storm water management improvements required in conjunction with the subdivision shall be constructed by Developer. The estimated cost to construct the project's detention pond and related improvements is [\$ Amount]. Ownership and maintenance of the storm water management improvements shall be the responsibility of the County.

12. Other Improvements

County agrees that any utility and access improvements necessary to serve the site in addition to those listed above shall be its responsibility and shall be undertaken by the County at its sole expense. County further agrees that the City shall review and approve plans for any work to occur in the public right-of-way. Permits necessary for any such work shall be obtained by County or other responsible parties.

13. Easements

County agrees to provide, where necessary and at no cost to the City, all easements and other property rights required to construct, operate and maintain the public improvements described herein. All on-site easement areas are to be pre-graded by the County prior to the construction of public improvements therein. It shall be the County's responsibility to obtain any permits and/or easements or

other property rights necessary for the operation and maintenance of the storm water management system and outlets, as approved.

14. Private Utilities

County agrees that all private utility lines necessary to provide telephone, communications, and electrical service, installed in 6th Street shall be installed underground, except where the City Plan Commission finds that such underground installations are not feasible.

15. Design Engineering Deposit

County shall deposit a total [\$ Amount] with the City to cover the estimated cost of reviewing the plans prepared by its consultant. Design work must reflect, and be consistent with, the final subdivision map as well as the approved Storm Water Management Plan and associated grading plan.

16. Funding Guarantee for Construction

The County shall submit a check in the amount of the construction estimate, plus 10%, prior to advertising for any of the sewer, water and paving contract. In the case that Bids are higher than estimated cost, the County shall submit an additional check supplementing the original deposit.

17. City Force Work Costs

If the City lets construction contracts, the force work cost estimate is [\$ Amount]. This estimate includes ([Amount]) construction engineering (field inspections, contract management, materials

inspections, clean water testing, etc.) plus ([Amount]) water fittings plus ([Amount]) planting street trees plus ([Amount]) preparing as-built drawings.

18. Inspections

Both parties agree that all materials furnished and all work performed hereunder shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by City being established as the wages of the person or persons engaged in such work plus all costs of overhead.

19. Ownership of Public Improvements

It is understood and agreed by both parties hereto that upon completion of the public improvements, title to all public facilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of operation and maintenance in accordance with the standard practice.

20. City Ordinances and Regulations

City warrants that all work shall be undertaken in accord with City standard and customary public works contracting procedures unless such work is to be undertaken by City Forces. It is further understood and agreed that this Agreement is subject to all City

ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the County, its successors and assigns and upon the City, its successors and assigns.

Milwaukee County

IN WITNESS WHEREOF, the Developer has caused this document to be signed and sealed this ____ day of _____, 2008.

Milwaukee County

In Presence Of:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2008,
who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public, State of Wisconsin

My Commission expires: _____

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this ____ day of _____, 2008.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2008, Tom Barrett, Mayor of the City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. adopted _____, 2008.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2008,
Ronald Leonhardt, City Clerk of the above-named municipal corporation, to me known to
be the person who executed the foregoing instrument and to me known to be such City
Clerk of said municipal corporation, and acknowledged that he executed the foregoing
instrument as such officer as the deed of said municipal corporation, its authority, and
pursuant to Resolution File No. _____, adopted _____, 2008.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2008,
W. Martin Morics, City Comptroller of the City of Milwaukee, a municipal corporation, to me
known to be the person who executed the foregoing instrument and to me known to be such
City Comptroller of said municipal corporation, and acknowledged that he executed the
foregoing instrument as such officer as the deed of said municipal corporation, its authority,
and pursuant to Resolution File No. _____, adopted _____, 2008.

Notary Public, State of Wisconsin

My Commission expires: _____