

**AGREEMENT PROVIDING FOR THE SHARING OF
ENGINEERING DESIGN COSTS OF
COUNTY TRUNK HIGHWAY MS (also known as University Avenue)
FROM SEGOE ROAD TO ALLEN BOULEVARD**

THIS AGREEMENT, made and entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"); the City of Middleton; the Village of Shorewood and the City of Madison, each a municipal corporation in the State of Wisconsin (hereinafter collectively referred to as "MUNCIPALITIES."

WITNESSETH:

WHEREAS, MUNCIPALITIES and COUNTY have determined that a part of CTH "MS" (University Avenue), located in MUNCIPALITIES, is in need of reconstruction ("the Project"), which will require the cooperation and financial participation from MUNCIPALITIES and COUNTY;

WHEREAS, the cost of the highway improvement is estimated at \$7,320,000 and will be financed with 50 percent Federal/State funds and 50 percent local funds. It is the intent of the parties that there be joint financial participation in engineering, design and construction costs associated with the Project;

WHEREAS, the cost of plan preparation or "Engineering" is estimated at \$730,000, all of which will be shared between the MUNCIPALITIES and the COUNTY;

WHEREAS, pursuant to Section 66.0301 Wis. Stats., MUNCIPALITIES and COUNTY wish to formalize arrangements for the Project's cost;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the MUNCIPALITIES and COUNTY do agree as follows:

1. The Project shall consist of design and reconstruction of CTH "MS" from Segoe Road to Allen Boulevard inclusive, to include the existing four lanes of vehicular traffic, the addition of turn lanes, and the addition of bike lanes.
2. The Project shall be designed in 2009 and 2010, with construction planned in 2011. This Agreement specifically addresses the design costs associated with the Project. The terms and costs related to the construction portion of the Project shall be negotiated and set forth in a

separate written agreement executed by the parties in accordance the COUNTY's "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999.

3. The City of Madison shall be the lead agency for the Project. The City of Madison shall bill the COUNTY and the other MUNICIPALITIES for their respective share of the design engineering and plan preparation costs as specified herein.
4. COUNTY and MUNICIPALITIES agree to joint financial participation in the design engineering and plan preparation costs for the Project, as set forth in this Agreement and as delineated in COUNTY's "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999.
 - a. COUNTY shall share one-half (1/2) the engineering and design costs of all items in which the County participates. The maximum percentage for design and construction engineering costs as a percentage of actual total construction costs shall be 25% for road projects, 30% for bridge projects, and 35% for intersection/signal projects. Plans shall be approved by the County prior to letting.
 - b. MUNICIPALITIES shall share in the remaining engineering and design costs of the project, after the Federal, State and COUNTY participation has been determined, based upon the portion of centerline length of roadway, as follows:

	Centerline Length (Feet)	Equivalent Centerline (Feet)	Percentage
City of Middleton	764	382	3.9
Village of Shorewood Hills	1354	677	6.9
City of Madison	9867	8,808	89.2
Total		9,867	100.0

5. The total costs for design engineering shall not exceed \$350,000 for COUNTY, \$339,000 for the City of Madison, \$26,200 for the Village of Shorewood and \$14,800 for the City of Middleton. No additional funds shall be appropriated without the advanced written consent of the affected party.
6. The City of Madison shall bill COUNTY and other MUNICIPALITIES within 60 days after invoices are received. Within 60 days after receipt of invoices, COUNTY and MUNICIPALITIES shall reimburse the City of

Madison. All invoices shall be submitted within one year of completion of the engineering design for payment to be considered.

7. During the term of this Agreement, each MUNICIPALITY and COUNTY, each for itself, agrees to abide by its own affirmative action plan and in doing so to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, martial status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. MUNICIPALITIES agree to post in conspicuous places, available to all employees and applicants for employment, notices setting forth policies of the respective municipality as they relate to affirmative action and nondiscrimination. This listing of prohibited basis for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional basis, and exceptions shall be permitted only to the extent allowable in state or federal law.
8. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
9. Each party shall be responsible for injuries, claims, or losses arising from or caused by the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

FOR THE COUNTY:

Date Signed: _____
Kathleen M. Falk, Dane County Executive

Date Signed: _____
Robert Ohlsen, Dane County Clerk

FOR THE CITY OF MADISON

Date Signed: _____
David J. Cieslewicz, Mayor

Date Signed: _____
Maribeth Witzel-Behl, City Clerk

Date Signed: _____
Dean Brassler, City Comptroller

Date Signed: _____
Michael May, City Attorney

FOR THE CITY OF MIDDLETON:

Date Signed: _____
Kurt J. Sonnentag, Mayor

Date Signed: _____
Patricia Amble, City Clerk

FOR THE VILLAGE OF SHOREWOOD HILLS:

Date Signed: _____
Mark Sundquist, Village President

Date Signed: _____
Cokie Albrecht, Village Clerk