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MEMORANDUM

12/22/2023

TO: Town of Beloit Board of Supervisors
FROM: Tim Wellnitz, Town Administrator
RE: Discussion and possible action on cost share agreement with the City of Beloit for Park Avenue construction project

STAFF RECOMMENDATION

This cost share agreement between the Town and City for Park Avenue improvements should be approved.

RECOMMENDED MOTION

"I move to approve the proposed agreement with the City of Beloit for cost sharing on the Park Avenue construction project."

BACKGROUND

The Park Avenue construction project provides for the reconditioning of Park Avenue from Cranston Road to Inman Parkway as well as the addition of new sidewalks, a multi-use path and stormwater improvements.

ANALYSIS

The agreement provides that the City will reimburse the Town for the City's portion of the project between Elaine Drive and Hart Road, which is estimated at \$91,307.

CC: Karry DeVault, Town Clerk

**PARK AVE COST SHARING AGREEMENT BETWEEN
THE TOWN OF BELOIT AND THE CITY OF BELOIT**

THIS PARK AVENUE COST SHARING AGREEMENT (this "Agreement") is made by and between the TOWN OF BELOIT ("TOWN") and the CITY OF BELOIT ("CITY"). In consideration of the mutual covenants and promises contained herein, and other valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

1. SPECIFICATIONS FOR CONSTRUCTION OF PARK AVENUE. The segment of Park Avenue between Cranston Road and Inman Parkway is due to be reconditioned with new sidewalks, a multi-use path, stormwater improvements and a new asphalt roadway. The cost of the project shall be shared between the TOWN and the CITY as outlined herein.

2. COST SHARING. The TOWN and the CITY agree to split the costs of the project by each paying for the work related to the portion of the project area that falls within their respective jurisdictions on the basis of the actual quantities installed at contract unit prices. The shared work will take place on Park Avenue between Elaine Drive and Hart Road under contract 5989-00-31. The estimated total cost of the CITY'S portion of the project is \$91,307.

3. REIMBURSEMENT. The TOWN shall invoice the CITY after the completion of the work for its share of the cost.

4. APPLICABLE LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the Parties agree that the Rock County Circuit Court shall have jurisdiction to handle any litigation between the Parties.

5. SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties regarding this project. All prior negotiations and discussions have been merged into this Agreement.

7. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8. EFFECTIVE DATE: This Agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the date of this agreement.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement.

TOWN OF BELOIT

By:

Diane Greenlee, Town Chairperson

Date

Attest:

Karry DeVault, Town Clerk

Date

APPROVED AS TO FORM

Brooke Joos, Town Attorney

Date

CITY OF BELOIT

By:

Jerry Gabrielatos

12/21/2023

Jerry Gabrielatos, City Manager

Date

Attest:

Marcy J. Granger

12/21/2023

Marcy Granger, City Clerk-Treasurer

Date

APPROVED AS TO FORM

Elizabeth A. Krueger

12/20/2023

Elizabeth A. Krueger, City Attorney

Date