COST SHARE AGREEMENT BETWEEN PORTAGE COUNTY AND THE CITY OF STEVENS POINT

This agreement is made by and between Portage County, subsequently referred to as "County" and the City of Stevens Point, subsequently referred to as "City," both of which are municipal corporations of State of Wisconsin.

RECITALS

1. Increased construction, development, and use in the Portage County Business Park, which is located within the City of Stevens Point, and the surrounding areas have resulted in significantly increased pedestrian traffic in and around the Business Park.

2. In response, Portage County and the City of Stevens Point intend to construct improvements to accommodate the increased pedestrian traffic in the Business Park.

3. These new improvements will connect to existing, but separate improvements in the Business Park to create a larger network of trails/improvements for public use.

4. These improvements are in the public interest and for public safety.

5. In recognition of the public interests and the interrelated interests between the parties, each party agrees to share the costs and expenses of these improvements.

6. Wisconsin law encourages and approves intergovernmental agreements. Sec. 66.0301, Wis. Stats.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

AGREEMENT

1. Projects and Cost Share. The County and the City shall share the costs and expenses of the improvement projects for Phase I of the Business Park pedestrian improvements as set forth herein.

2. Phase I projects. Exhibit A is attached and incorporated herein by reference.

a. Phase I of the improvements has two (2) projects :

1) Project 1 shall consist of constructing a six (6) foot wide concrete sidewalk along the west side of Business Park Drive beginning at Travel Guard's east entrance and terminating at the existing Portage County trail located approximately 500 feet north of John Joanis Drive.

2) Project 2 shall consist of constructing a ten (10) foot wide asphalt trail along the south side of Carrie Frost Drive and its westerly extension from Brilowski Road (CTH R) to its intersection with Business Park Drive.

b. The parties intend and have planned for actual construction to commence in 2011.

3. Cost Share, billing, and payments for Phase I improvements.

a. County and City shall share and pay the expenses to construct the Phase I improvements. The City shall pay $40,000 of the Phase I construction expenses. County shall pay all other Phase I construction expenses of an amount not to exceed $80,000.

b. The total estimated cost of this project is $110,000 as set forth in Exhibit B.

c. In addition to the $40,000 payment above, the City shall also provide professional engineering services related to the design of the Phase I improvements at no cost to County.

d. The City shall be the responsible party for all project management and be the fiscal agent for the construction of the improvements which are the subject of this agreement. The terms of construction, length of time of performance, supervision of the work, insurance, payments, compliance with labor regulations and necessary changes shall be set forth by the City.

e. The City is responsible for billing the County for the County's respective share of the project costs.

f. Payments will be on an on-going and as needed basis. The City shall invoice the County for completed work within 30 days of the original invoice for services. The County shall make payment to the City within 30 days of receipt of its invoice from the City.

g. The City and County must agree upon the original bid. All change orders must be pre-approved. Absent the requirement of a notice in subparagraph h below, the Portage County Planning and Zoning Director is authorized to approve change orders.

h. Notwithstanding any other provision herein, in the event costs in Phase I Project exceeds 10% of the anticipated costs set forth in Exhibit B, the City shall provide written notice to the County Finance Director.

4. Phase II/future projects. The scope of, approval for, and funding of Phase II and/or other future improvements projects will be set forth in separate agreement(s). The City shall provide professional engineering services related to the design of the Phase II and/or other future improvement projects at no cost to County.

5. Term. This agreement shall be in full force and effect from the date of execution through the period of design and construction which is anticipated to be completed no later than December 1, 2013.

6. Hold Harmless. County and City will each save and hold each other harmless and will hold each other harmless from any and all liability, claims, damages and expenses that may result from the construction of these improvements.

7. Assignment. No party may assign its rights under this agreement or any of its rights or duties without the consent of all other parties.

8. Prohibition of Discrimination. All parties hereby agree to specifically comply with all State, federal, and local laws prohibiting discrimination by reason of race, color, religion, sex or national origin during the terms of this contract.

9. Approval. Each party has read the agreement and certifies that the official executing the agreement has lawful authority and formal approval to bind the party.

10. Binding Effect. This agreement shall become effective on the latest date of execution. The signature of each of the parties to this Agreement shall bind them to comply with all terms and conditions expressed herein.

11. Entire Agreement. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written contract shall be valid or binding.

12. Modification. This agreement may not be enlarged, modified, or altered unless it is in writing and signed by each party after formal approval thereof.

13. Prohibition on Discrimination. All parties hereby agree to specifically comply with all state, federal, and local laws prohibiting discrimination by reason of race, color, religion, sex or national origin.

14. Prevailing Wage. The parties shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage law requirements under sec. 66.0903, Wis. Stats., and Wis. Admin. Code ch. DWD 290. If applicable, the parties shall include language in bid notices that the projects are subject to the prevailing wage laws and incorporate the prevailing wage rate determination for the projects into the contracts. If applicable, no local government party hereto will authorize final payment on a contract until it receives an affidavit from the contractor stating that the contractor has fully complied with the prevailing wage law. The parties anticipate the Portage County

Highway Department will conduct some work on the projects in this Agreement. The Portage County Highway Department will comply with the prevailing wage law requirements for any such work.

15. Compliance. Each party shall abide in all aspects with state, federal, and local laws, rules, and regulations which concern the construction and improvement of roadways.

16. Intergovernmental Agreement. This agreement is an official intergovernmental contract authorized under sec. 66.0301, Wis. Stats.

17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

In witness of the above, each part to this Agreement has caused it to be executed at the date indicated below.

FOR PORTAGE COUNTY

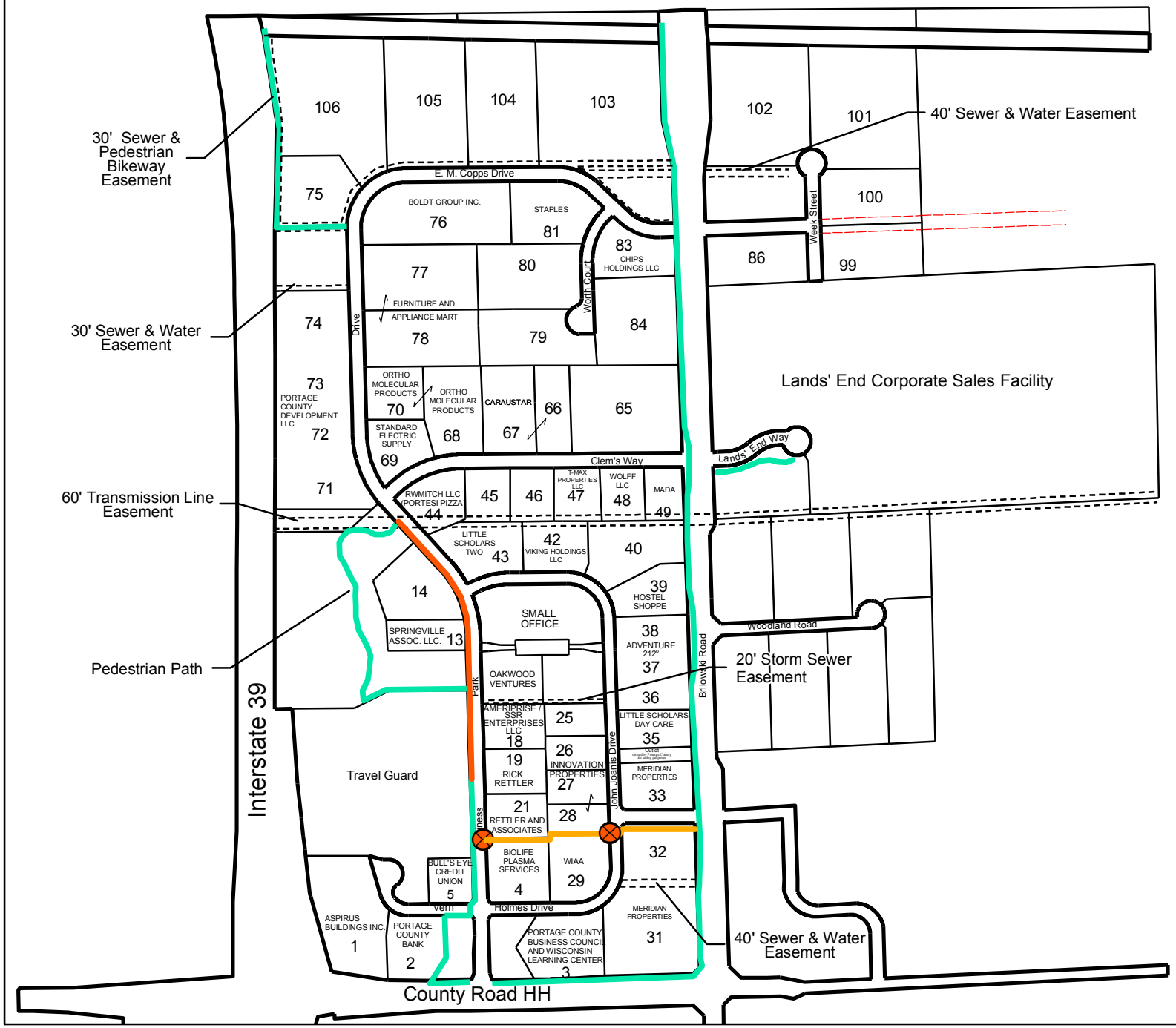
_____ Dated: _____, 2011.
Patty Dreier, County Executive

FOR THE CITY OF STEVENS POINT

_____ Dated: _____, 2011.
Andrew Halverson, Mayor

PORTAGE COUNTY BUSINESS PARK

EXHIBIT 'A'



Ramp to Street

Existing Sidewalk/Trail

10 Foot Wide Asphalt Link

6 Foot Wide Sidewalk

Utilities

Bicycle / Pedestrian Path

Easement Boundary

Overhead Transmission Lines

N

Feet

0 200 400 600 800

Planning and Zoning Department
1462 Strongs Avenue
Stevens Point, WI 54481

Production Date: July 27, 2010

EXHIBIT 'B'

Project 1 - Phase I

Project: Portage County Business Park Pedestrian Improvements
Sidewalk - West side Business Park Drive - Travel Guard East Entry to existing trail 500 feet north of John Joanis Drive

Item No.	Description	Unit	Est. Qty.	Est. Price	Total
204.0150	Removing Curb & Gutter	L.F.	90	$4.00	$360.00
204.0155	Removing Concrete Sidewalk	S.Y.	50	$7.00	$350.00
205.0100	Excavation Common	C.Y.	480	$8.00	$3,840.00
209.0100	Backfill Granular	C.Y.	240	$6.00	$1,440.00
390.0203	Base Patching Asphaltic	S.Y.	50	$70.00	$3,500.00
601.0324	Concrete Curb & Gutter (24-Inch)	L.F.	90	$14.00	$1,260.00
602.0415	Concrete Sidewalk (6-Inch)	S.F.	10,000	$3.00	$30,000.00
602.0505	Curb Ramp Detectable Warning Field-Natural Patina	S.F.	56	$38.00	$2,128.00
611.8110	Adjusting Manhole Covers	Each	3	$550.00	$1,650.00
625.0100	Salvaged Topsoil	S.Y.	1,800	$3.00	$5,400.00
627.0200	Mulching	S.Y.	1,800	$1.25	$2,250.00
628.7020	Inlet Protection Type D	Each	3	$70.00	$210.00
629.0205	Fertilizer Type A	S.Y.	1,800	$1.25	$2,250.00
630.0140	Seed Mixture No. 40	S.Y.	1,800	$1.25	$2,250.00
643.0100	Traffic Control (Project)	Each	1	$750.00	$750.00
690.0150	Sawcutting Asphalt	L.F.	150	$4.00	$600.00
690.0250	Sawcutting Concrete	L.F.	50	$6.00	$300.00

Total Project 1-Phase I = $58,538.00

Say $60,000

EXHIBIT 'B'

Project 2 - Phase I

Project: Portage County Business Park Pedestrian Improvements

Blacktop Trail - South side of Carrie Frost Dr. and its westerly extension from Brilowski Rd. to its intersection with Business Park Dr.

Item No.	Description	Unit	Est. Qty.	Est. Price	Total
204.0150	Removing Curb & Gutter	L.F.	110	$4.00	$440.00
204.0155	Removing Concrete Sidewalk	S.Y.	15	$7.00	$105.00
205.0100	Excavation Common	C.Y.	500	$8.00	$4,000.00
211.0100	Prepare Foundation for Asphaltic Paving	Lump Sum	1	$1,000.00	$1,000.00
305.0125	Base Aggregate Dense (1 1/4-Inch)	C.Y.	400	$14.00	$5,600.00
390.0203	Base Patching Asphaltic	S.Y.	50	$70.00	$3,500.00
460.1101	HMA Pavement E-1	Tons	210	$72.00	$15,120.00
601.0324	Concrete Curb & Gutter (24-Inch)	L.F.	90	$14.00	$1,260.00
601.0411	Concrete Curb & Gutter (30-Inch)	L.F.	20	$16.00	$320.00
602.0405	Concrete Sidewalk (4-Inch)	S.F.	100	$2.80	$280.00
602.0415	Concrete Sidewalk (6 Inch)	S.F.	500	$3.00	$1,500.00
602.0505	Curb Ramp Detectable Warning Field-Natural Patin	S.F.	80	$38.00	$3,040.00
611.8110	Adjusting Manhole Covers	Each	1	$550.00	$550.00
625.0100	Salvaged Topsoil	S.Y.	1,400	$3.00	$4,200.00
627.0200	Mulching	S.Y.	1,400	$1.25	$1,750.00
628.1504	Silt Fence	L.F.	290	$2.50	$725.00
628.7020	Inlet Protection Type D	Each	2	$70.00	$140.00
629.0205	Fertilizer Type A	S.Y.	1,400	$1.25	$1,750.00
630.0140	Seed Mixture No. 40	S.Y.	1,400	$1.25	$1,750.00
643.0100	Traffic Control (Project)	Each	1	$1,000.00	$1,000.00
690.0150	Sawcutting Asphalt	L.F.	150	$4.00	$600.00
690.0250	Sawcutting Concrete	L.F.	50	$6.00	$300.00
SPV.0060.01	Stone Tracking Pad	Each	2	$325.00	$650.00

Total Project 2-Phase I = $49,580.00

Say $50,000