

P.I.  
8-15-16

16-0774

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "MEMORANDUM") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the CITY OF MANITOWOC, Wisconsin, a municipal corporation, with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220 (hereinafter "CITY"), and KEITH PROPERTIES LLC (aka SIGNS PLUS), a Wisconsin Limited Liability company, located at 906 South 26<sup>th</sup> Street, Manitowoc, Wisconsin 54220 (hereinafter "PROPERTY OWNER").

**WITNESSETH**

**WHEREAS**, as a result of oversized loads on various City streets, two areas on Franklin Street at the South 21<sup>st</sup> Street and South 26<sup>th</sup> Street intersections were damaged and were in need of repair; and

**WHEREAS**, City has completed the necessary designs, plans and specifications for the repair and all repair work under this project was completed as of November 16, 2015; and

**WHEREAS**, PROPERTY OWNER shall not be charged or special assessed for any of the work completed to repair the specified damaged areas at the above-referenced intersections; and

**WHEREAS**, it is agreed between the CITY and PROPERTY OWNER that any new future areas of street, sidewalk or terrace damage due to oversized loads will be evaluated on their own merits.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is hereby acknowledged, agreed and understood by all parties as follows:

1. The above Recitals are true and correct.
2. The CITY will not remove snow from the area between the curb and the face of the mainline sidewalk. This area will have a windrow of snow in winter like it did when the grass terrace existed.
3. PROPERTY OWNER shall not be required to remove snow from the area between the curb and the face of the mainline sidewalk.
4. PROPERTY OWNER shall continue to be responsible for snow and ice removal on the mainline sidewalk.

5. The CITY shall be responsible for future maintenance of the areas that were repaired. This is due to the fact that the entire repaired area has a significant amount of reinforcing steel, which is not a normal condition of a terrace area.
6. If the City Common Council approves the removal of the concrete terrace area at a future date, then the CITY shall be responsible for the costs to replace the curb and gutter, topsoil and lawn restoration.
7. PROPERTY OWNER, or their heirs, assignees, or successors, shall be responsible for any future special assessments for capital improvement projects in accordance with the City's Ordinances and Policies at the time of construction of the new improvements.
8. CITY and PROPERTY OWNER agree that this agreement shall run with the property unless revoked by CITY.
9. This MEMORANDUM is the entire agreement between the parties.

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