

AGREEMENT

This Agreement, dated March 1, 2024, regarding the removal and possible future reconstruction of a public roadway and railroad crossing, at grade, in Manitowoc, WI is entered into by and between City of Manitowoc, a municipal corporation of the State of Wisconsin (“City”); and Wisconsin Central LTD. (“Railroad”).

WITNESSETH:

WHEREAS, City will be resurfacing Michigan Ave. including Railroad Crossing DOT Number 181189J at Milepost 1.27 of the Manitowoc Sub (the “Line”); and

WHEREAS, there are currently no parties desiring rail service on the Line, nor to the best of Railroad’s knowledge are there entities requesting use of the Line in the immediate future; and

WHEREAS, City requests that Railroad allow County to remove the rail crossings as part of removal project (the “Project”); and

WHEREAS, City has agreed to reimburse Railroad for fifty percent (50%) of all of the costs incurred by Railroad to replace the crossing if it should need to be replaced to restore substantially similar capacity and rail service to the Line in the future.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, the receipt and sufficiency of which is acknowledged by each party for itself, City and Railroad do agree as follows:

1. Railroad agrees to have City remove crossing surface through the roadway with City’s contractor, but not replace, the railroad crossing at Michigan Ave. MP 1.27 as part of the Project.
2. Removal may slightly alter the grade of the crossing during the Project. Should the crossing grade be altered, City shall be financially responsible to regrade the roadway approaches to meet the tracks, to the extent necessary, in the event the railroad crossing is reinstalled at a future date.
3. City costs for reinstalling the railroad crossing surface shall be fifty percent (50%) of the total replacement costs incurred by Railroad in the area that was removed to restore the current capacity and rail service to the Line in the future.

4. City shall reimburse Railroad for 50% share of costs within fifteen (15) days of receipt of an invoice from Railroad after the crossing surface is reinstalled.
5. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreement or oral understandings among the parties.
6. No term or provision of this Agreement may be changed, waived, discharged, or terminated orally but only by an instrument in writing executed with mutual assent to the parties hereto.
7. It is agreed and understood that this Agreement shall be governed by the laws of the State of Wisconsin.
8. If any term, covenant, or condition of this Agreement of the application thereof is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other term, covenant, or condition of this Agreement.
9. Nothing in this Agreement shall limit City's or Railroad's rights and limitation of liability under Wis. Stat. § 893.80 or limit the requirements of any person or entity under Wis. Stat. § 893.80.

CITY OF MANITOWOC

By:

Justin M. Nickels
Mayor

CITY OF MANITOWOC

By:

Mackenzie Reed
City Clerk / Deputy Treasurer

WISCONSIN CENTRAL LTD.

By:

Paula Pionton
Chief Engineer