



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org

Date: August 31, 2023
To: Finance Committee
From: Adam Tegen, Community Development
Re: Orchard Lane Improvements and Maintenance

As part of the MPU Solar Garden project that was approved by the Council for the former gravel pit property on Hecker Road, there was a need to relocate the existing Street Department compost site and stockpile areas to a new location. Based upon the tight timeframe and space requirements, staff identified the City owned property located off of Orchard Lane (often referred to as the former Heresite Property) as the best location. During the ongoing relocation efforts, and in communication with Newton Township, we have become aware of some weight limit restrictions and roadway condition concerns. These restrictions and concerns impact the City's ability to use the property as intended. As a result, Community Development, Public Infrastructure and Streets staff have been having discussions with the Township on how to try and keep things moving forward smoothly. The result of those conversations is a draft agreement that addresses reconstruction, access and maintenance of the portion of Orchard Lane from South 26th Street to the entrance to the new City facility. I would note that MPU has committed to covering the cost of reconstruction activities as part of our lease agreement for the Solar Garden Project. Attached is a location map showing the area in question as well as the draft agreement

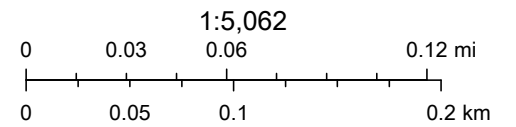
Staff feels the agreement is a reasonable way forward to allow continued use of the property as intended while allowing the Township to address their concerns on their infrastructure. As always, feel free to contact me with any questions at ategen@manitowoc.org or 920-686-6931.

Orchard Lane Area



8/31/2023, 8:29:26 AM

 Parcels



**AGREEMENT FOR
ACCESS AND IMPROVEMENT OF ORCHARD LANE**

This Agreement is entered into as of the ___ day of _____, 2023 (“**Effective Date**”), by and between the City of Manitowoc, Manitowoc County, Wisconsin (“**City**”) and the Township of Newton, Manitowoc County, Wisconsin (“**Township**”) for the purpose of outlining access, improvement, and maintenance of portion of Orchard Lane. The City and the Township, and any additional members are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties wish to cooperate in the improvement and maintenance of two contiguous segments of Orchard Lane, as represented on Attachment A, attached hereto and incorporated herein, in order to provide access to City property by heavy vehicles and to fairly distribute necessary improvement and maintenance costs; and

WHEREAS, the Parties wish to outline a timeline and the responsibilities for both Parties.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1.1 Project Background and Scope. The City desires to relocate its street stockpile and composting operations from 3130 Hecker Road to 2909 Orchard Lane. Access to the new location requires the City to traverse segments of Orchard Lane that are located within the Township and have not been designed for the increase in the number and weight of vehicles. As such, there is a need to reconstruct the easterly 1,350 feet +/- of Orchard Lane from its intersection with South 26th Street to the west property line of parcel 052-801-102-051 (as configured on the date of this Agreement) to meet the increased use and size of vehicular traffic.

1.2 City Responsibilities. The City agrees to undertake and commit to the following:

- A. Complete a reconstruction of Segment #1 of Orchard Lane to account for the increased use and size of vehicular traffic (6" of crushed rock, 6" of gravel, 3" blacktop) in 2024. This segment is depicted on Attachment A and approximates Orchard Lane’s intersection with South 26th Street to the East side of the railroad tracks.
- B. Complete a reconstruction of Segment #2 of Orchard Lane to account for the increased use and size of vehicular traffic (6" of crushed rock, 6" of gravel, 3" blacktop) when funding becomes available. This segment is depicted on Attachment A and approximates the area of the road on west side of the railroad tracks to the west property line of parcel 052-801-102-051.
- C. Maintain the road surface from South 26th Street to the West property line of 052-801-102-051.

1.3 Township Responsibilities. The Township agrees to undertake and commit to the following:

- A. Allow the City access to parcel 052-801-102-051 after an accepted contract is in place for reconstruction of Segment #1 and remove all weight restrictions on Segment #1 and Segment #2.
- B. Retain ownership of Orchard Lane where located in the Township.
- C. Move the current weight limit restriction on Orchard Lane to the west property line of parcel 052-801-102-051 heading west.
- D. Continue to maintain the Orchard Lane west of the west property line of parcel 052-801-102-051.
- E. Conduct snow plowing and removal on the entirety of Orchard Lane.

1.4 Termination and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or in breach of its obligation.

1.5 Amendments to Agreement. This Agreement may not be changed orally. It may only be changed by agreement in writing and signed by the Parties hereto.

1.6 Notices and Demands. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To City: City of Manitowoc
Attention: City Clerk
900 Quay Street
Manitowoc, WI 54220

To Township: Town of Newton
Attention: Town Clerk
6532 Carstens Lake Road
Manitowoc, WI 54220

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

TOWNSHIP
Town of Newton

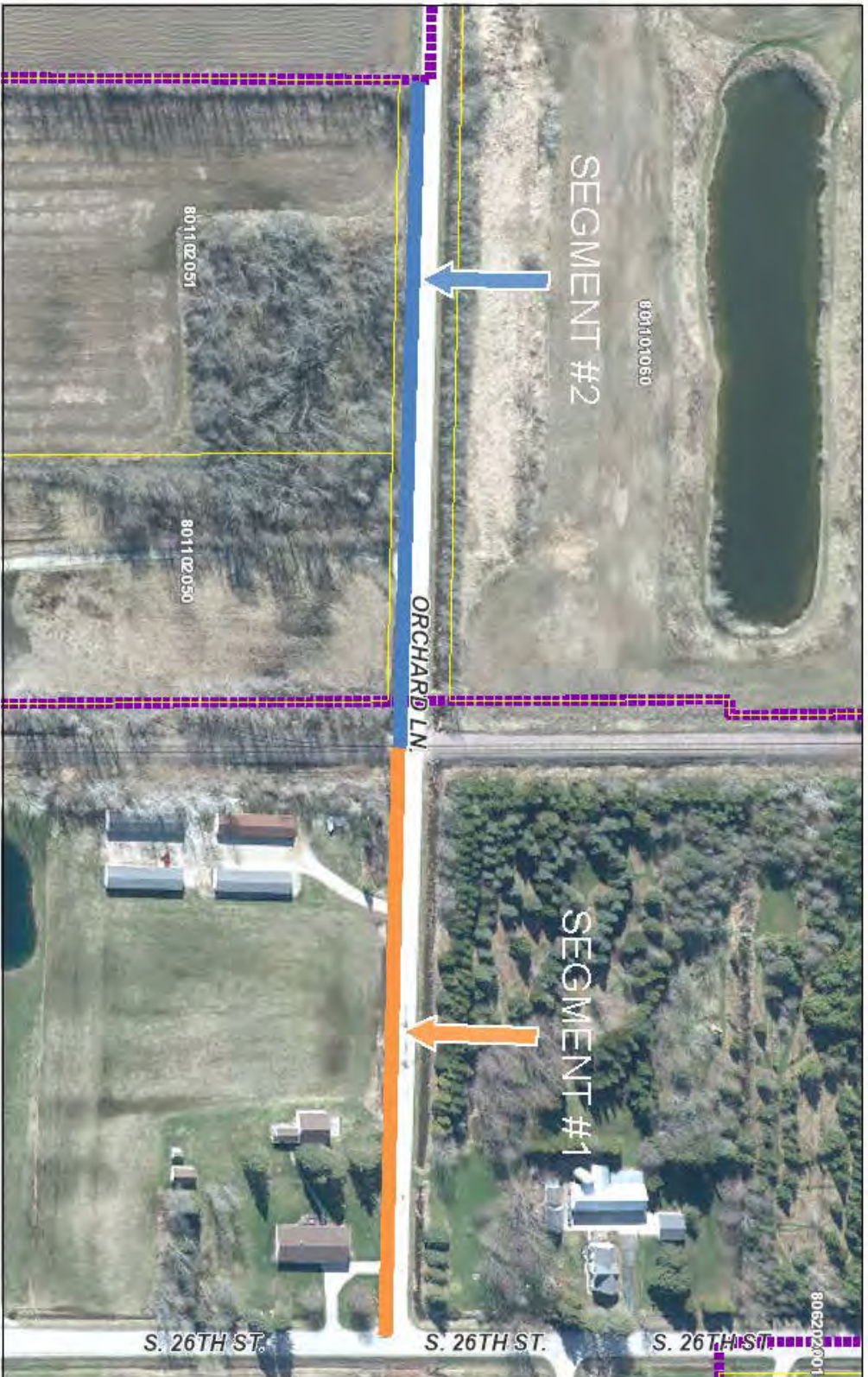
By: _____
Denise Thomas, Chairman

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2023, the above-named Denise Thomas to me known to be the person who executed the foregoing instrument as the Authorized Agent of the Township of Newton.

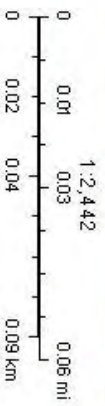
Notary Public, State of Wisconsin
My Commission: _____

ORCHARD LANE AGREEMENT - ATTACHMENT A



8/1/2023, 2:35:33 PM

Parcels



Community Development Department
MapInfo v10.00