16-0839

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 IMF HOLDINGS LLC, a Wisconsin Limited Liability Company, located at 842 South 26th 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 21st Street and South 26th 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM to be executed by duly authorized representatives of their respective corporations as of the date and year first written above.

CITY OF MANITOWOC

By:_____
Justin M. Nickels, Mayor

By:_____
Jennifer Hudon, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this _____ day of _____, 2016, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk/Deputy Treasurer, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

_____
Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is):_____

IMF HOLDINGS LLC (PROPERTY OWNER)

By:_____
Steven Schenian, PROPERTY OWNER

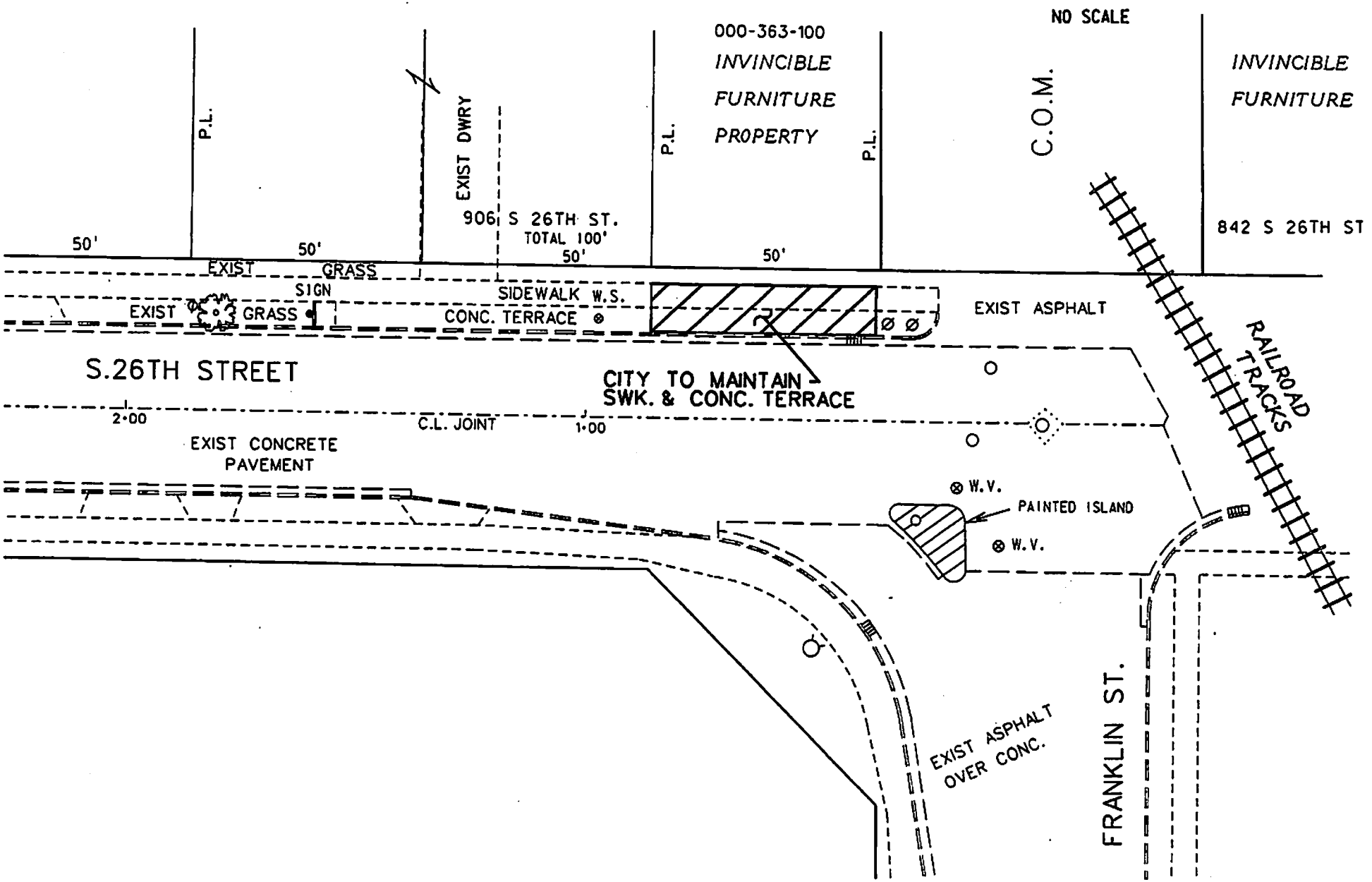
STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this 12th day of July, 2016, the above signed Steven Schenian and _____, as PROPERTY OWNER of IMF Holdings LLC, Manitowoc County, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers by their authority.

_____
Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): 10/4/19

Drafted by Kathleen M. McDaniel,
City Attorney for the City of Manitowoc

842 S 26TH ST.


North
NO SCALE
000-363-100
INVINCIBLE
FURNITURE
PROPERTY
INVINCIBLE
FURNITURE
C.O.M.
P.L.
P.L.
P.L.
EXIST DWRY
906 S 26TH ST.
TOTAL 100'
842 S 26TH ST
50'
50'
50'
50'
EXIST
GRASS
SIGN
SIDEWALK W.S.
EXIST
GRASS
CONC. TERRACE
EXIST ASPHALT
S.26TH STREET
CITY TO MAINTAIN
SWK. & CONC. TERRACE
RAILROAD
TRACKS
2·00
C.L. JOINT
1·00
EXIST CONCRETE
PAVEMENT
W.V.
PAINTED ISLAND
W.V.
EXIST ASPHALT
OVER CONC.
FRANKLIN ST.