DRAFT

INTERMUNICIPAL AGREEMENT

City of Menasha and Town of Menasha
Concrete Sidewalk Construction
Midway Road

This Agreement is being entered into between the City of Menasha, a Wisconsin Municipal Corporation located in Winnebago County and Calumet County, State of Wisconsin, hereinafter referred to as "City", and the Town of Menasha, a Wisconsin Municipal Corporation located in Winnebago County, State of Wisconsin, hereinafter referred to as "Town".

1. The City and Town agree to pursue the construction of concrete sidewalk, in 2012 or 2013, along Midway Road from Fatima Street to Home Avenue in locations determined by the City and Town where sidewalks do not currently exist.

2. The City and Town agree the sidewalk will directly benefit the City and Town and any pedestrians wishing to walk along Midway Road.

3. A portion of Midway Road abuts the City and a portion abuts the Town.

4. The City and Town agree the City shall be the lead agency in the preparation of plans and specifications, the bid letting process and construction staking to accomplish the selected portions of the construction project.

5. The City and Town shall each be responsible for its respective necessary easement or right of way acquisition.

6. The City shall be responsible to pay 100% of the cost for all project construction work in the City. The Town shall be responsible to pay 100% of the cost for all project construction work in the Town. All project staking costs shall be prorated on the basis of the lineal feet of new walk in each municipality.

7. The City and Town agree each municipality shall have a period of up to 15 days to review the bid prices prior to the City's acceptance of the lowest responsible bidder. The actual contract may be let by the City only after the 15 day review period. Following its review of the bid prices, if the Town informs the City it does not wish to pursue the project, the City may elect to undertake any portion of the project on its own.

8. The City and Town agree each municipality will be responsible for performing project inspection work within its own municipal boundaries. If the Town elects to use City inspection services, the cost shall be prorated on the basis of the lineal feet of new walk in each municipality.

9. When the construction contract is awarded, the City shall be the paying party for all contract work. The City shall provide a tabulation of all costs, including construction staking costs and construction inspection costs, if applicable. The Town shall reimburse the City within thirty days of billing for work completed in the Town.

10. This agreement shall terminate upon acceptance by the City of final payment from the Town of all Town related project costs or upon the parties' mutual agreement to terminate the agreement. Project costs at the time of any termination shall be based on the percentages in paragraph 6.

Dated this _____ of _____, 2012.	Dated this _____ of _____, 2012.
TOWN OF MENASHA	**CITY OF MENASHA**
By: _____ Dale Youngquist, Town Chairman	By: _____ Donald Merkes, Mayor
_____ Karen Backman, Town Clerk	_____ Deborah A. Galeazzi, City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____ Herrling Clark Law Firm Town of Menasha Attorney	_____ Pamela Captain City of Menasha Attorney