

**\*Draft\***  
**INTERMUNICIPAL AGREEMENT**  
**City of Menasha and Town of Menasha**  
**Street Rehabilitation**  
**Melissa Street**

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 street rehabilitation of Melissa Street in 2013 from Ninth Street to Plank Road.
2. A portion of Melissa Street abuts the City and a portion abuts the Town.
3. The Melissa Street rehabilitation project shall consist of unclassified excavation, utility adjustments, replacement of concrete curb & gutter as needed, pulverize existing asphalt, fine grading and 4" asphalt paving.
4. The City and Town agree the City shall be the lead agency in the preparation of plans and specifications and construction staking to accomplish the selected portions of the rehabilitation project and the Town shall be the lead agency in the bid letting process and bid award.
5. 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 in each municipality.
6. The City and Town agree each municipality shall have a period of up to 15 days to review the bid prices prior to the Town's acceptance of the lowest responsible bidder. The actual contract may be let by the Town only after the 15 day review period. Following its review of the bid prices, should either the Town or the City decide not to pursue this project then the project shall not be completed and the agreement is terminated.
7. 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 center line feet in each municipality.
8. When the rehabilitation contract is awarded, the Town shall be the paying party for all contract work. The City shall reimburse the Town within 30 days of billing for work completed in the City.
9. This agreement shall terminate upon acceptance by the Town of final payment from the City of all City 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 5.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2013.

**TOWN OF MENASHA**

By: \_\_\_\_\_  
Dale Youngquist, Town Chairman

\_\_\_\_\_  
Karen Backman, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Herrling Clark Law Firm  
Town of Menasha Attorney

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2013.

**CITY OF MENASHA**

By: \_\_\_\_\_  
Donald Merkes, Mayor

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Pamela Captain  
City of Menasha Attorney