

REIMBURSEMENT AGREEMENT

Eaton Lane from Rapids Drive to Romaine Avenue

THIS AGREEMENT is made by and between the Village of Mount Pleasant (“MOUNT PLEASANT”), a municipal corporation; and the City of Racine (“RACINE”), a municipal corporation (collectively, the “PARTIES”); regarding the construction of public improvements on Eaton Lane. (“PROJECT”).

WHEREAS, Eaton Lane from Rapids Drive to Romaine Avenue is a street in which the east portion of the right-of-way is located in the City of Racine and in which the west portion of the right-of-way is in the Village of Mount Pleasant; and

WHEREAS, Eaton Lane from Rapids Drive to Romaine Avenue, requires repaving in the 2023 calendar year; and

NOW, THEREFORE, in consideration of the mutual promises the PARTIES each made to each other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth, it is agreed by and between the PARTIES as follows:

- A. RACINE shall be the lead agency in coordinating and supervising of the project.
- B. MOUNT PLEASANT shall collaborate and review the PROJECT specifications prior to the finalization of construction plans.
- C. RACINE shall advertise the Project for public bid and coordinate the public bid process pursuant to Wis. Stat. §66.0901.
- D. The PARTIES jointly shall review the bids received and recommend an award of contract to their respective governing bodies.
- E. RACINE shall administer the construction contract, and invoice MOUNT

PLEASANT for apportioned amounts. The Village of Mount Pleasant agrees to reimburse the City of Racine as follows:

- a. 35% of the cost of the accepted bid amount for the road resurfacing component for said PROJECT,
- b. 35% of the cost of engineering and construction management costs related to the road resurfacing component of said PROJECT.
- c. Any costs related to utilities specifically for Mount Pleasant storm sewer and/or sanitary sewer improvements included in the PROJECT bid amount.
- d. Any agreed upon quantity adjustments or change orders in excess of the bid amount shall be subject to the formula set forth in this paragraph.

F. This document may be signed in counterparts, all of which taken together shall constitute one AGREEMENT.

G. This agreement shall continue and be in force until such time that the PROJECT is complete and accepted by both PARTIES and all PROJECT involves and outstanding PROJECT costs between the PARTIES are resolved.

VILLAGE OF MOUNT PLEASANT

Village Administrator Date

CITY OF RACINE

By: _____
Cory Mason, Mayor Date

ATTEST:

By: _____
Tara Coolidge, City Clerk Date

Provisions have been made to pay the liability that will accrue hereunder.

By: _____
Kathleen Fischer, Finance Director Date

APPROVED AS TO FORM:

By: _____
Scott R. Letteney, City Attorney Date