

State of Wisconsin

County of Racine

Village of Sturtevant

RESOLUTION 2009-44

5-14-09

**RESOLUTION BY THE PUBLIC WORKS AND CAPITAL
IMPROVEMENTS COMMITTEE AUTHORIZING AN AGREEMENT WITH THE
RACINE WATER UTILITY TO SHARE CERTAIN COSTS FOR THE
BUCKINGHAM RESURFACING PROJECT**

WHEREAS, the Racine Water Utility is planning on constructing new water mains in portions of Buckingham Drive in 2009; and

WHEREAS, this section of road is in need of resurfacing and has been designated for resurfacing in 2009 by the Village of Sturtevant; and

WHEREAS, there would be cost savings to the Village if the street improvement project was done in cooperation with the water main improvement project of the Racine Water Utility and that certain costs were shared.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That an agreement with the Racine Water Utility whereby the Racine Water Utility would pay certain monies to Sturtevant in lieu of providing an asphalt patch when the water main is replaced on Buckingham Drive and Sturtevant would provide the asphalt cover as part of its road resurfacing project, as set forth in Exhibit A which is attached hereto and incorporated herein, is authorized and approved.
2. That the Village President and the Village Clerk are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.
3. That the funds received from the Racine Water Utility shall be placed in the Capital Projects Fund which is Fund 401.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 19th day of May, 2009.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Hanstad, Village Clerk

RACINE STURTEVANT JOINT PAVEMENT AGREEMENT

This agreement is desirous of both the Racine Water Utility and the Village of Sturtevant to provide efficient and cost effective services to the taxpayers and ratepayers of each entity.

WITNESSETH:

WHEREAS, the Racine Water Utility is desirous to replace certain water mains within the Village of Sturtevant and the Village of Sturtevant is desirous to replace the road surface associated with the street that is being torn up as a result of water main construction.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement the Parties hereby agree as follows:

I. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Racine Water Utility agrees to:

1. Compensate the Village monetarily for a share of pavement costs that would have been paid for by the Racine Water Utility had the Village not been paving the street. Both parties recognize that the cost per square foot of paving should be less per square foot when an entire street resurfacing is accomplished. The Racine Water Utility estimates that the street in question will consist of 997 feet of trench. The Utility contract documents have a bid item for new water main plus 2 inch temporary asphalt hotmix restoration. The bid documents also contain a mandatory alternate to remove the 2 inch asphalt and to substitute trench restoration with granular material. Compensation to the Village from the Utility for paving related costs for the 997 feet of trench will be the credit amount listed in the Alternate bid in the contract documents. The Parties agree that this is a fair and accurate method of credit compensation since it results in the actual contract credit to delete the asphalt paving from the Utility contract.

2. Maintain the water main trench for 30 days or until the Village has issued a Notice to Proceed to their road contractor whichever occurs first. This date shall be triggered by the Utility contacting the Village stating that the water main is substantially complete.

3. Warranty the water main trench free from settlement for a period of one (1) year after final acceptance of the water main project.

B. The Village of Sturtevant agrees:

1. Waive all street opening permits associated with this joint effort where restoration will be taken care of by the Village and paid for by the Utility.

III. MISCELLANEOUS

A. Notices.

All notices, requests, demands, consents and approvals required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by FAX, addressed to the parties as follows:

1. If to Utility:
General Manager
Racine Water Utility
800 Center St, Room 227
Racine, WI 53403
2. If to Village:
Village Clerk
2801 89th Street
Sturtevant, WI 53177

B. Severability.

In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

C. Successors.

This Agreement shall benefit and be binding upon the Parties and their Successors.

D. No Third-Party Beneficiaries.

This Agreement is intended to benefit only the Parties and their Successors, and nothing in this Agreement shall be interpreted as giving to any Person which is not a Party any legal or equitable rights whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF STURTEVANT

CITY OF RACINE

By: _____

By: _____

Title: Village President

Title: Mayor

By: _____

ATTEST:

By: _____

Title: Village Administrator

Janice Johnson-Martin
Title: City Clerk

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)