

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on this 6th day of July, 2015, by and between the Village of Shorewood ("Village"), Wisconsin, and the City of Milwaukee ("City") for purposes of establishing and achieving various goals and objectives relating to the street repaving Project in the Village of Shorewood known as the "High Impact Program II – Asphalt Overlay."

**WHEREAS**, the Village of Shorewood and the City of Milwaukee, in order to achieve efficiencies and reduce costs with respect to street repaving, agree to have the City of Milwaukee request that one of the paving contractors it previously retained, either Payne and Dolan, Inc. or Stark Asphalt, repave certain roads in Shorewood at rates that were previously negotiated by the City through the public bidding process as established by Wisconsin statutes, during the summer of 2015.

**WHEREAS**, both Payne and Dolan, Inc. and Stark Asphalt have previously performed repaving work in the City of Milwaukee, and have existing contracts with the City, and have agreed to perform repaving work in the Village of Shorewood at the same rates offered to the City; and

**WHEREAS**, The City agrees to pay the repaving contractors, based upon its previously negotiated rates, contingent on reimbursement from the Village; and

**WHEREAS**, The Village agrees to reimburse the City for the repaving work performed in the Village, at the rates previously negotiated by the City:

**NOW, THEREFORE**, it is hereby agreed between the Village of Shorewood and the City of Milwaukee as follows:

1. The City will request that either Payne and Dolan or Stark perform repaving on the following streets in Shorewood: Marlborough, from Wilson Drive to Congress; Wildwood, from Wilson Drive to Congress; and on Larkin, from Kensington to Glendale.
2. The City agrees that it will require the contractor to perform to acceptable standards of performance for the intended work, as required by the City's existing contracts with its paving contractors.
3. The City will pay for all such repaving work on the above referenced streets, at the rates it previously negotiated with Payne and Dolan and Stark, and the Village will reimburse the City for the cost of said work.
4. The Recitals and headings in this Memorandum of Understanding are hereby incorporated by reference and made a part hereof.

5. This Memorandum of Understanding is to be interpreted in accordance with the laws of the State of Wisconsin.
6. This Memorandum of Understanding constitutes the entire agreement between the Parties, all prior Memorandums of Understanding written or oral are hereby and to such extent merged into and superseded by this Memorandum of Understanding. This Memorandum of Understanding can only be amended in writing signed by both parties.
7. This Memorandum of Understanding may be executed in counterpart and via electronic or facsimile signatures. The signatories to this Memorandum of Understanding hereby warrant and represent that the Memorandum of Understanding has been duly approved by their respective municipal governments.

Signed and dated this 6<sup>th</sup> day of July, 2015.

Signed and dated this \_\_\_\_ day of July, 2015

Village of Shorewood

City of Milwaukee



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Leeann Butschlick  
Director of Public Works, Village of Shorewood

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Ghassan Korban  
Commissioner of Public Works, City of Milwaukee