

ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF ALLOUEZ AND THE OWNER OF 2354 RIVERSIDE DRIVE PROPERTY

THIS AGREEMENT, made this ____ day of _____, 201__, by and between the Village of Allouez, a Wisconsin municipal corporation “Village” and Gail and Brian Van Dreef “Owner”.

WITNESSETH

WHEREAS, the Owner owns, existing residential property at 2354 Riverside Drive that encroaches upon the public sanitary sewer in easement located on the northern half of property as described on the Site Plan prepared by Mau & Associates, LLP attached hereto (the “Property”) within the Village of Allouez; and

WHEREAS, the Owner proposes to raze existing home and construct a new larger home on said Property, and

WHEREAS, to necessitate a larger home, the Owner desires to relocate the existing sanitary sewer and easement to the property north of; and

WHEREAS, the Village is desirous of the redevelopment of the residential property provided that the Owner agrees to certain provisions with regard to the construction of and/or payment for some of the aforementioned infrastructure; and

WHEREAS, Owner will execute a letter of credit in an amount equal to the estimated construction cost of the required public improvements to ensure that those improvements will be made within a reasonable time; and further, that the acceptance of dedication of public improvements may be conditioned upon the construction of such improvements according to Village specifications; and

WHEREAS, the purpose of this document is to codify into an engineering agreement exactly what the Village agrees to do and what the Owner agrees to do; and

NOW THEREFORE, the parties hereto agree as follows:

Easements. The Owner shall grant and prepare Village-required 20-foot easement for the sanitary sewer facilities. The Village will record the said easement.

The Village will vacate the existing 20-foot sanitary sewer easement.

Inspection Services. Installation of the public sewer shall be inspected by the Village of Allouez or Village’s designated representative. The Village will not bill the Owner for the incurred inspection costs. All pipe material shall be approved by the Village prior to installation. The Owner shall be responsible for the field engineering and survey layout of the infrastructure.

Relocation Sanitary Sewer. The Owner shall survey, design and construct the sewer in accordance with the Village specifications and the Wisconsin DNR administrative codes.

The Owner shall obtain a WDOT highway right-of-way Permit to close the southbound outside lane on Riverside Drive/Hwy 57 for completion of work. Responsibility also includes furnishing and installing temporary traffic control for lane closure in accordance with the Manual of Uniform Traffic Control Devices.

The Owner, entirely at its own expense, shall furnish, stake, bypass pump, install, and test the sanitary sewer. The public sanitary sewer shall be 8-inch. The owner shall also reconnect any active existing sanitary sewer lateral.

After the completion of the sanitary sewer, all sanitary sewer mains will be cleaned and televised by the Owner's contractor.

Upon completion of the sanitary sewer construction, Owner shall provide the Village with a televised report.

The proposed sanitary sewer shall be owned and maintained by the Village. Owner agrees to transfer and dedicate ownership to the Village after the successful installation of the utilities.

The Owner shall guarantee all dedicated improvements against defects due to faulty materials and workmanship which appear within one year from the date of acceptance. The Owner shall repair or replace any such improvements as required by the Village to eliminate such defects within one year, consistent with the plans and specifications.

Financial Guarantee. The Owner shall deposit \$50,000 into an escrow account held by a Title Company for control and payment of the infrastructure improvements. The funds held shall only be used for the public sewer improvements. Prior to the Title Company paying the contractor for completed work, Village consent shall be obtained.

Time of Completion. The Owner shall complete the relocation of the sanitary no later than October 8th, 2021. In the event the Owner does not complete installation of the improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon the Owner, the Village may complete the same and take ownership of utilities. The Village's costs of doing such work shall be charged to the Owner. The Owner shall be responsible for payment of said costs.

Attorney fees. In the event that the Owner breaches the terms of this agreement, Owner agrees that it will pay all Village incurred legal fees and costs incurred by the Village to enforce the terms of this Agreement.

Complete Agreement. All of the terms and conditions of this agreement are set forth herein or in the exhibits attached hereto, if any, which shall be construed as a part hereof, and all direct and indirect inducements to the making thereof relied upon by any of the parties hereto have been expressed herein.

