

RESOLUTION 2014-05

RESOLUTION REGARDING THE AGREEMENT FOR THE JURISDICTIONAL TRANSFER OF PORTIONS OF CTH V and MUELLER ROAD IN THE TOWN OF WINDSOR

WHEREAS WisDOT, as part of the reconstruction of USH 51 in the Town of Windsor, will construct an interchange at the intersection of County Trunk Highway (“CTH”) V and Mueller Road and will relocate northern CTH V to this new interchange location; and

WHEREAS, WisDOT will also construct a new section of roadway which will run parallel to USH 51 beginning at the USH 51/Mueller Road interchange and running northerly until it connects to southern CTH V (“new CTH V”); and

WHEREAS the cost of the interchange and new CTH V will be financed wholly by the Wisconsin Department of Transportation; and

WHEREAS a portion of CTH V between new CTH V and USH 51 will become a dead end town road; and

WHEREAS a portion of Mueller Road between new CTH V and USH 51 interchange will become CTH V; and

WHEREAS, COUNTY has obtained consent of the TOWN as required by Wis. Stat. §83.025(1)(a) to delete the portion of CTH V between USH 51 and new CTH V from the county trunk highway system. TOWN consent was obtained 2-6-2014 at a meeting of the Town Board; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. §83.025(1)(a) to delete this portion of CTH V between USH 51 and new CTH V from the county trunk highway system on 1/21/14; and

WHEREAS, COUNTY has obtained consent of the TOWN as required by Wis. Stat., §83.025(1)(a) to add the portion of new CTH V to the county trunk highway system on 2/6/14 at a meeting of the Town Board; and

WHEREAS, COUNTY has obtained consent of the Department as required Wis. Stat. §83.025(1)(a) to add the portion of new CTH V to the county trunk highway system on 1/21/14; and

WHEREAS pursuant to Section 66.0301 Wis. Stats. TOWN and COUNTY wish to formalize the transfer of jurisdiction of those portions of CTH V and Mueller Road;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Windsor authorizes the Town Chairperson to execute the Agreement for the Jurisdictional Transfer of Portions of CTH V and Mueller Road in the Town of Windsor with Dane County. The Town

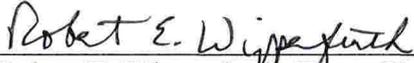
and County agree as follows:

1. TOWN agrees to accept jurisdiction of CTH V, from USH 51 easterly to newly constructed CTH V, a distance of approximately 2,330 feet, upon completion of the project. This new Town Road will be called Windsor Way.
2. COUNTY agrees to accept jurisdiction of Mueller Road, from the USH 51 interchange termini to newly constructed CTH V, a distance of approximately .06 miles, upon completion of the project. TOWN agrees to accept jurisdiction of the reconstructed portion of Mueller Road from newly constructed CTH V easterly to existing Mueller Road.
3. COUNTY agrees to accept jurisdiction of the newly constructed CTH V from the north section line of section 9, T-9-N, R-10-E, (existing CTH V) southerly (along a line parallel to and approximately ¼ mile east of USH 51) to the south section line of section 9, T-9-N, R-10-E, (Mueller Road), a distance of approximately 1.16 miles.
4. During the term of this Agreement, TOWN and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plan and, in doing so, to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. TOWN agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination. This listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
5. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
6. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

7. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
8. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

The above and foregoing resolution was duly adopted by the Town Board of the Town of Windsor, Dane County, Wisconsin at a meeting held on the 6th day of February, 2014, by a vote of 5 ayes and 0 nays.

Town of Windsor



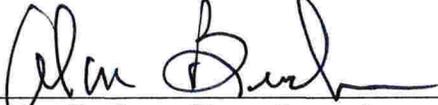
Robert E. Wipperfurth, Town Chairman



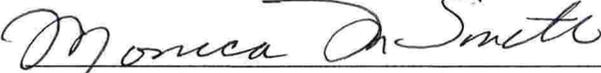
Donald G. Madelung, Town Supervisor



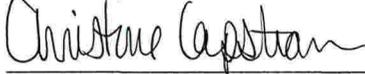
Bruce Stravinski, Town Supervisor



Alan Buchner, Town Supervisor



Monica M. Smith, Town Supervisor

Attest:


Christine Capstran
Clerk

**AGREEMENT FOR THE JURISDICTIONAL TRANSFER
OF PORTIONS OF CTH V and MUELLER ROAD IN THE TOWN OF WINDSOR**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), the Town of Windsor; a body corporate and politic, located in Dane County, Wisconsin (hereinafter referred to as "TOWN") and the Wisconsin Department of Transportation (hereinafter referred to as "WisDOT").

WITNESSETH:

WHEREAS WisDOT, as part of the reconstruction of USH 51 in the Town of Windsor, will construct an interchange at the intersection of County Trunk Highway ("CTH") V and Mueller Road and will relocate northern CTH V to this new interchange location; and

WHEREAS, WisDOT will also construct a new section of roadway which will run parallel to USH 51 beginning at the USH 51/Mueller Road interchange and running northerly until it connects to southern CTH V ("new CTH V"); and

WHEREAS the cost of the interchange and new CTH V will be financed wholly by the Wisconsin Department of Transportation; and

WHEREAS a portion of CTH V between new CTH V and USH 51 will become a dead end town road; and

WHEREAS a portion of Mueller Road between new CTH V and USH 51 interchange will become CTH V; and

WHEREAS, COUNTY has obtained consent of the TOWN as required by Wis. Stat. §83.025(1)(a) to delete the portion of CTH V between USH 51 and new CTH V from the county trunk highway system. TOWN consent was obtained 2.6.2014 at a meeting of the Town Board; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. §83.025(1)(a) to delete this portion of CTH V between USH 51 and new CTH V from the county trunk highway system on 1/21/14; and

WHEREAS, COUNTY has obtained consent of the TOWN as required by Wis. Stat., §83.025(1)(a) to add the portion of new CTH V to the county trunk highway system on 2/6/14 at a meeting of the Town Board; and

WHEREAS, COUNTY has obtained consent of the Department as required Wis. Stat. §83.025(1)(a) to add the portion of new CTH V to the county trunk highway system on 1/21/14; and

WHEREAS pursuant to Section 66.0301 Wis. Stats. TOWN and COUNTY wish to formalize the transfer of jurisdiction of those portions of CTH V and Mueller Road ;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, TOWN and COUNTY do agree as follows:

1. TOWN agrees to accept jurisdiction of CTH V, from USH 51 easterly to newly constructed CTH V, a distance of approximately 2,330 feet, upon completion of the project. This new Town Road will be called Windsor Way.
2. COUNTY agrees to accept jurisdiction of Mueller Road, from the USH 51 interchange termini to newly constructed CTH V, a distance of approximately .06 miles, upon completion of the project. TOWN agrees to accept jurisdiction of the reconstructed portion of Mueller Road from newly constructed CTH V easterly to existing Mueller Road.
3. COUNTY agrees to accept jurisdiction of the newly constructed CTH V from the north section line of section 9, T-9-N, R-10-E, (existing CTH V) southerly (along a line parallel to and approximately ¼ mile east of USH 51) to the south section line of section 9, T-9-N, R-10-E, (Mueller Road), a distance of approximately 1.16 miles.
4. During the term of this Agreement, TOWN and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plan and, in doing so, to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, martial status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. TOWN agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination. This listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
5. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities

which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

6. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
7. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
8. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

FOR THE COUNTY:

Date Signed: 4-7-14



Joe Parisi, Dane County Executive

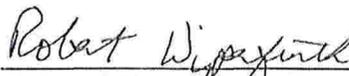
Date Signed: 4-7-14



Scott McDonell, Dane County Clerk

FOR THE TOWN OF WINDSOR:

Date Signed: 2/6/2014



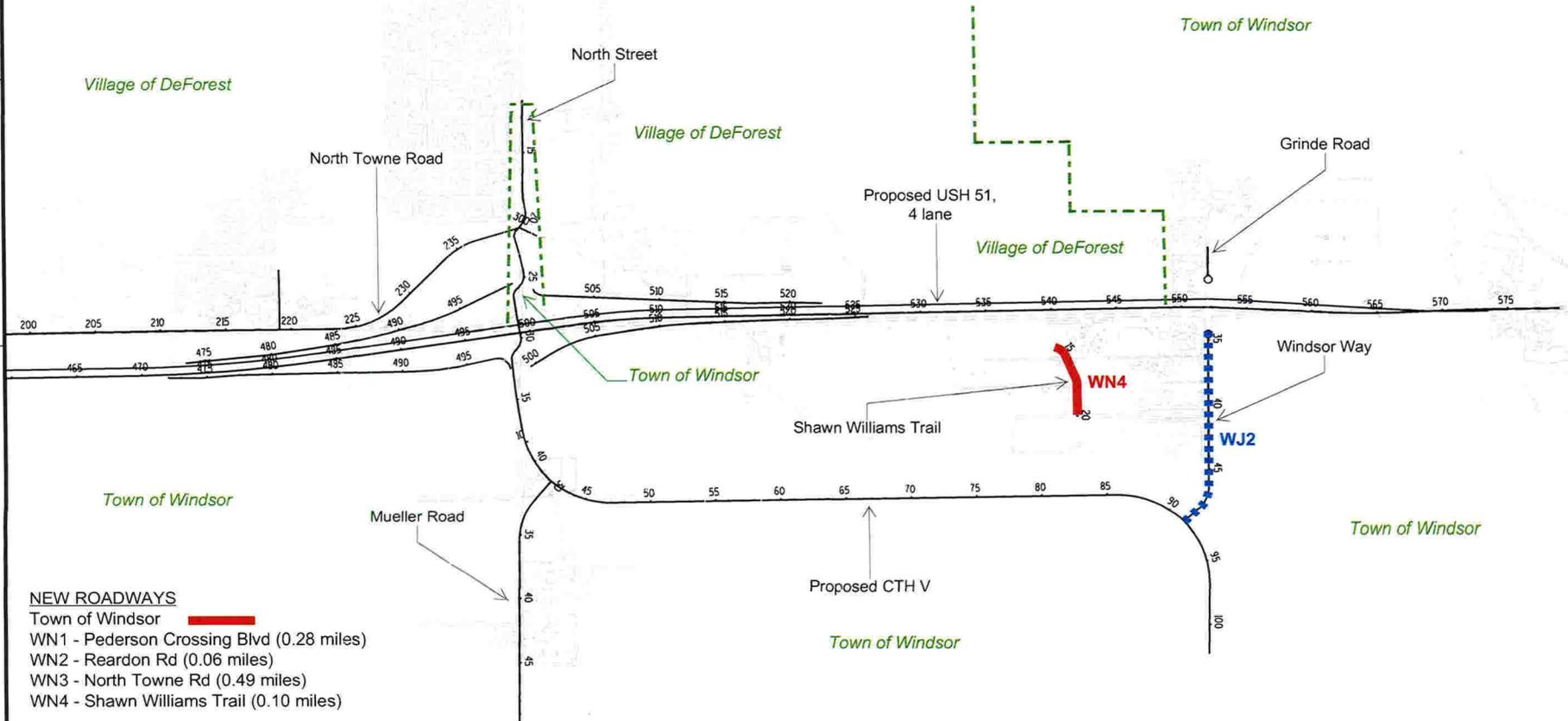
Robert Wipperfurth, Town Chair

Date Signed: 2/6/2014



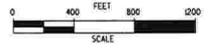
Christine Capstran, Town Clerk

JURISDICTIONAL TRANSFERS AND NEW ROADWAYS USH 51 TOWN OF WINDSOR

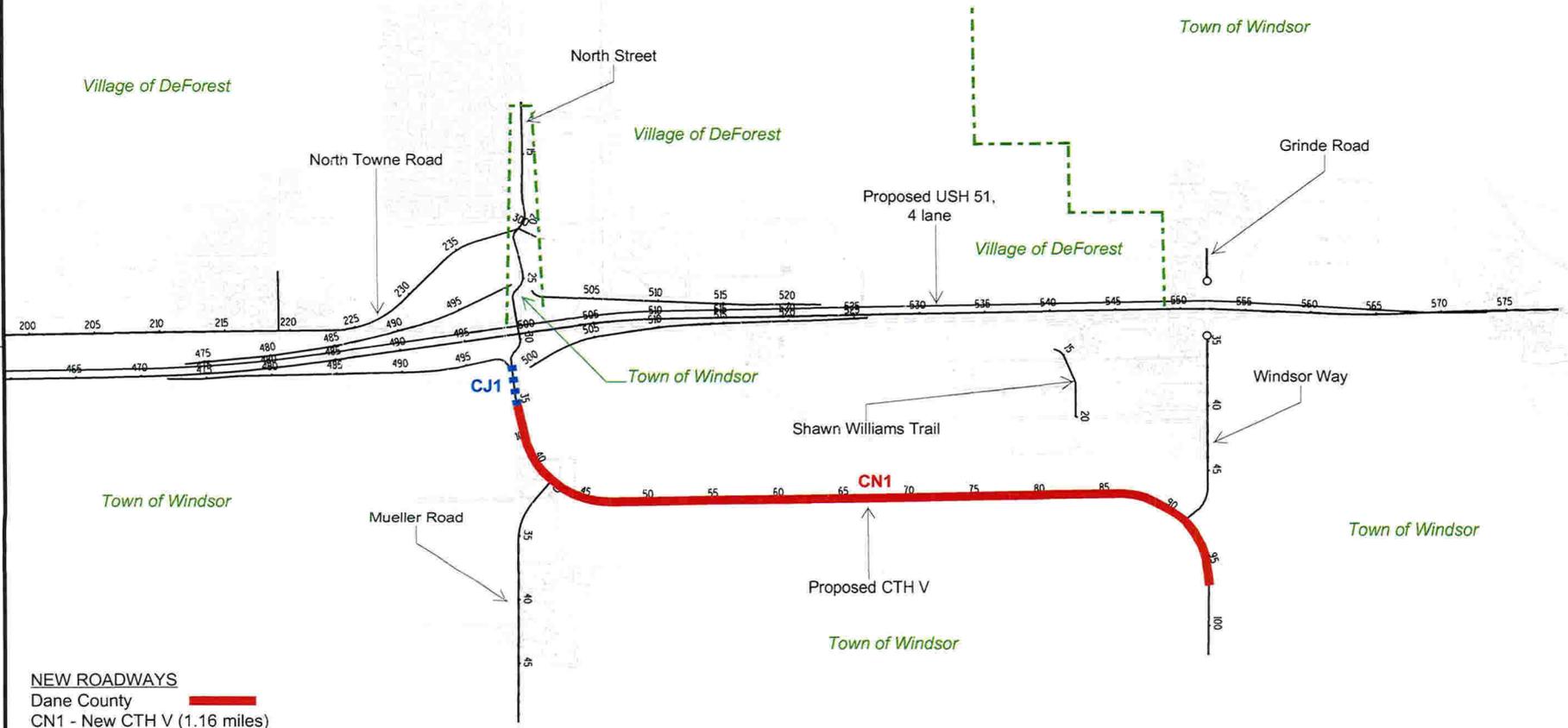


- NEW ROADWAYS**
Town of Windsor █
- WN1 - Pederson Crossing Blvd (0.28 miles)
 - WN2 - Reardon Rd (0.06 miles)
 - WN3 - North Towne Rd (0.49 miles)
 - WN4 - Shawn Williams Trail (0.10 miles)

- JURISDICTIONAL TRANSFERS**
Town of Windsor █
- WJ1 - North Towne Rd / Ex. USH 51 (1.13 miles)
 - WJ2 - Windsor Way (0.31 miles)



JURISDICTIONAL TRANSFERS AND NEW ROADWAYS USH 51 DANE COUNTY



NEW ROADWAYS
Dane County █
CN1 - New CTH V (1.16 miles)

JURISDICTIONAL TRANSFERS
Dane County █
CJ1 - Ex. Mueller Rd (0.06 miles)

