

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2019-111**

**AUTHORIZATION TO EXECUTE AGREEMENT FOR THE DESIGN,
CONSTRUCTION AND MAINTENANCE OF CTH DM FROM MORRISONVILLE
ROAD TO APPROXIMATELY 100 FEET SOUTH EAST OF THE YAHARA BRIDGE
BETWEEN THE VILLAGE OF WINDSOR AND DANE COUNTY**

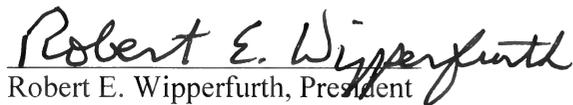
WHEREAS, the Village of Windsor and the County of Dane desire to improve CTH DM from Morrisonville Road to approximately 100 feet south east of the Yahara Bridge and have outlaid the terms in the Attached Agreement;

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby resolves as follows:

1. The attached Agreement for the Design, Construction and Maintenance of CTH DM from Morrisonville Road to Approximately 100 feet South East of the Yahara Bridge is approved for execution. The Village President, Village Attorney and Staff are authorized to execute the agreement.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor on October 3, 2019, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Agreement for the Design, Construction and Maintenance of CTH DM from Morrisonville Road to Approximately 100 feet South East of the Yahara Bridge

**AGREEMENT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF
CTH DM FROM MORRISONVILLE ROAD TO APPROXIMATELY 100 FEET
SOUTH EAST OF THE YAHARA BRIDGE**

Between the Village of Windsor and Dane County

THIS AGREEMENT, entered into by and between the Village of Windsor, a Wisconsin municipal corporation (hereinafter referred to as “Village”) and the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as “County”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Village and the County (collectively referred to as the “Parties”), have determined that the portion of County Trunk Highway (“CTH”) DM, from Morrisonville Road, located in Windsor, is in need of reconstruction (the “Project”), which will require contributions from the Parties; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Parties now wish to formalize arrangements for the share of the Project’s final costs; and,

WHEREAS, funding is to be accomplished in accordance with past policies of cost sharing on similar CTH projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Scope. The Project shall consist of the reconstruction of CTH DM from Morrisonville Road to the end of the urban area on the northeast end of Morrisonville, approximately 100’ SE of the bridge (P-13-920) over the Yahara River. Project shall consist of a combination of rural cross section and urban cross section with storm sewer, curb and gutter. The Project overview plan is contained in the attached Exhibit A which is incorporated herein as though fully stated. The Village will be the lead agency responsible for the construction of the Project.
2. Schedule. The Project is intended to be constructed in 2020.
3. Cost Sharing For Construction. The Parties agree to joint financial participation in the design and construction costs for the Project, as set forth in this Agreement and as delineated in the County’s “Policy for Joint Projects with Municipalities” adopted May 3, 1999 and as included in the attached Exhibit B which is incorporated herein as though fully stated. The County’s share of the Project shall not exceed \$650,000. Village cost share shall not exceed \$650,000.
4. Other Costs. Village shall be responsible for all costs associated with the PROJECT not covered by COUNTY pursuant to COUNTY’S cost-share policy or this Agreement.

5. Payment. County will reimburse Village, within 60 days of billing, for completed services according to the responsibilities stated above.
6. Winter Maintenance. In exchange for the County's financial contribution, Village agrees to provide winter maintenance and snow removal on CTH DM from Morrisonville Road to Kleinert Road within the corporate limits of the Village beginning November 1, 2021.
7. Routine Maintenance. Village shall perform routine maintenance: street lighting, periodic sweeping as needed (excluding chip sealcoat), landscape maintenance, mowing, debris removal, encroachments, and crosswalk painting. The County shall perform pothole patching, centerline painting and rubber crack filling as is the current standard practice for the travel lanes. The County shall maintain the pavement in the driving lanes including chip sealcoat and chip sealcoat street sweeping, future overlays. Village shall be responsible for the areas outside of the travel lanes including rubber crackfill, chip sealcoat and chip sealcoat street sweeping, future overlays.
8. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
9. Liability. 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.
10. 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 or persons executing this Agreement on its behalf is authorized to do so.
11. This Agreement may be amended only by written agreement of the parties.
12. This Agreement and its Exhibits represents the entire agreement of the parties and supersedes any and all prior agreements or oral understandings among the parties.

13. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonell, County Clerk

Date

FOR THE VILLAGE OF WINDSOR

Robert Wipperfurth
Robert Wipperfurth, President

10-8-2019
Date

Christine Capstran
Christine Capstran, Clerk

10-3-19
Date

Exhibit A

CTH DM
Project Site Location Limits



Joint Projects with Municipalities

The following is Dane County's general policy for joint improvement projects on County trunk highways. It should be noted there will be no joint projects without prior County approval and funds budgeted by both units. Approval must be obtained for design and again for construction since separate budgets are involved. As part of the project review process, the County requests a copy of the municipality's up-to-date land use and transportation plans (if available). The County is also interested in the aspects of the municipality's plans (if available) that support bicycle, pedestrian, transit, and Traffic Demand Management (TDM) efforts to reduce automobile trips and congestion.

Engineering

The County will share one-half (1/2) the engineering costs, design and construction, of all items in which the County participates. The maximum percentage for design and construction engineering costs as a percentage of actual total construction costs shall be 25% for road projects, 30% for bridge projects, and 35% for intersection/signal projects. Plans shall be approved by the County prior to letting and to any agreement for construction being signed.

Right-of-way

The County shall obtain, gain ownership, and assume all costs associated with roadway right-of-way only for projects where multi-jurisdictional control of adjoining property exists. Any further right-of-way required for municipal amenities such as turn lanes into commercial areas or sideroads, sidewalks, bicycle paths, additional lanes, or frontage roads, shall be acquired by the municipality. The municipality shall acquire the needed right-of-way for the project if the municipality intends, through agreement with the County, to assume maintenance control of the County trunk after the improvement is completed.

Curb & Gutter

The County will share in the costs of curb and gutter construction. Cost participation is as follows:

- A. The County will share in one-half (1/2) of the costs of curb and gutter construction required along the median areas in multi-lane facilities.
- B. The County will share in one-half (1/2) of the costs of curb and gutter construction involved in a safety improvement project where the sole purpose of the curb and gutter is to assure proper channelizing of traffic.
- C. The County will share in one-half (1/2) of the costs for isolated curb and gutter where the construction of the curb and gutter is exclusively for purposes of eliminating right-of-way purchases.
- D. Where the Municipality has a curb and gutter assessment policy, the County will share in one-half (1/2) of the costs of the outside curb and gutter for those sections of curb and gutter that are not directly assessable to the adjacent property owner. The County will share in one-quarter (1/4) of the costs of outside curb and gutter for those sections of curb and gutter that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and Municipality.
- E. The County will not share in the costs of outside curb and gutter where the municipality does not have curb and gutter assessment policy.
- F. The Municipality shall be responsible for the future costs of the maintenance and repair of the curb and gutter.

Sidewalk

- A. Where the Municipality has a sidewalk assessment policy, the County will share in one-half (1/2) of the costs of the sidewalk construction where those sections of sidewalk are not directly assessable to the adjacent property owner. The County will share in 1/4 of the cost of sidewalk for those sections of sidewalk that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and the Municipality.
- B. The County will not share in the costs of sidewalk where the municipality does not have a sidewalk assessment.
- C. The Municipality shall be responsible for the future costs of the maintenance and repair of the sidewalk.

Driveway Aprons

The County will not share in the costs of concrete driveway apron construction.

Bicycle Paths

The County will share in one-half (1/2) of the costs of a widened roadway section that is available for bicycle use. "Off-road" bicycle paths may be funded by improvement project funds. Any cost sharing for "Off-road" bicycle paths, including overhead or tunnel road crossing within the right-of-way, will be determined on an individual basis. The Municipality shall be responsible for the future costs of maintenance and repair of the bicycle paths.

Storm Sewers

The County will share in one-half (1/2) the costs of all storm sewer and related structures associated with the project improvement. The County may share in the costs of the drainage structures or pipes associated with major municipal storm trunk sewer systems that pass through the project. The municipality may choose to relocate or enlarge their sewer system at the time the project is undertaken. Any cost sharing of this type will be determined on an individual basis.

Sanitary Sewers and Water Mains

The County will not share in the costs of adjusting, relocating, repairing, placing, or replacing any sanitary sewer or water main, or appurtenances within or adjacent to the improvement project.

Bridges

The County will share in one-half (1/2) the costs of any bridge widening or construction involved in the project.

Road Lighting

The County will not share in roadway lighting costs.

Traffic Lights and Signing

The County will assume the costs of highway signing, with the exception of parking or restrictive parking signs, for which the County will not share costs. The County will assume one-half (1/2) of all costs involved in traffic light installations, and will enter into contracts for their maintenance as long as signals are warranted per accepted engineering standards.

Roadway Pavement, Grading and Base

The County will share in one-half (1/2) the costs associated with the pavement, grading and base.

Landscaping

The County will share in one-half (1/2) the costs of general landscaping (seeding and sodding) within the right of way. Sodding costs assumed by the County will be limited to areas where it is intended to control erosion, or it is the only viable alternative for right-of-way restoration (areas where seed mulch won't suffice). Major plantings as requested by the municipality shall be at their expense.

Pavement Marking

The County will share in one-half (1/2) the costs of all original thermoplastic center line or lane markings. The County shall share in one-half (1/2) the costs of all original thermoplastic pedestrian markings. The Municipality shall be responsible for the future costs of maintenance and repair of the pedestrian markings.

Jurisdictional Transfers

The County shall consider a jurisdictional transfer where a roadway segment is improved to urban standards entirely within one municipality or where multi-jurisdictions can agree to maintain the segment. The County may determine not to participate in the project if a jurisdictional transfer cannot be achieved.

Prior to actual commencement of construction, and after the project funds have been appropriated, formal contracts will be entered into by the County and municipality which will note all cost sharing items and the financial commitments of both parties for the joint improvement projects.

This revised policy will take effect with the adoption of the 2000 budget and beyond. Projects budgeted prior (year 2000 budget) to adoption of the revised policy will not be altered.

This policy was adopted by the Dane County Transportation Committee at its meeting on May 3, 1999.