

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2022-27**

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF DEFOREST FOR COST SHARING FOR CONSTRUCTION OF RENOVATIONS AND AN ADDITION TO THE DEFOREST PUBLIC SAFETY BUILDING.

WHEREAS, the Village Board previously approved Resolution 2021-74 approving an agreement with the Village of DeForest for cost-sharing for the design of renovations and an addition to the DeForest Public Safety Building to accommodate the current needs of the fire and EMS departments; and

WHEREAS, the project has been designed and is ready to be let for bids for construction; and

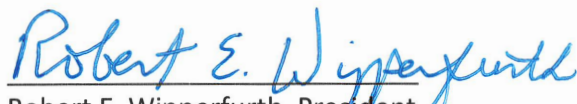
WHEREAS, the Villages of DeForest and Windsor have reached agreement on the terms for payment of the costs of construction of the project as reflected in the attached draft agreement; and

WHEREAS, the Village Board finds the terms of agreement to be fair and reasonable, and the project to be in the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the agreement attached hereto as Exhibit A is hereby approved. The Village President, Village Attorney and Staff are authorized to execute the agreement and all associated documents, as approved by the Village Attorney, on behalf of the Village.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on March 17, 2022, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:

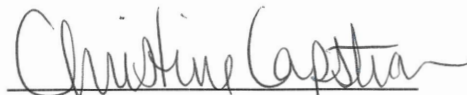

Christine Capstran, Clerk

EXHIBIT A: Intergovernmental Agreement For Fire Station Expansion and Remodelling Cost Sharing

**INTERGOVERNMENTAL AGREEMENT FOR
FIRE STATION EXPANSION AND
REMODELLING COST SHARING**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Village of DeForest, a Wisconsin municipal corporation (hereinafter referred to as "DeForest"), and the Village of Windsor, a Wisconsin municipal corporation (hereinafter referred to as "Windsor") effective on the date of the last signature hereto:

WHEREAS, DeForest and Windsor are parties to an agreement entitled "Village of DeForest and Village of Windsor Intergovernmental Cooperation Agreement for Fire and EMS Services" (the "District Agreement") which created the DeForest Windsor Area Fire & EMS District Board (the "District Board") to oversee the operations of fire and EMS services to DeForest and Windsor as well as contracted services to neighboring towns; and

WHEREAS, DeForest is the owner of the DeForest Public Safety Building which, at the time of this agreement, is the exclusive facility housing the DeForest Windsor Area Fire & EMS Department (the "Department") under the terms of a lease agreement between DeForest and the District; and

WHEREAS, the District Board has requested that DeForest construct an expansion to the building to provide approximately 2,550ft² of additional space, and the renovation of approximately 1,730ft² of existing space to add sleeping quarters, a day room, locker rooms and support spaces (the "Project") for use by the Department; and

WHEREAS, the District Agreement generally allocates the annual capital and operating expenses for the Department, including rental payments under the existing lease agreement, between DeForest and Windsor on the basis of the relative equalized value of each municipality most recently certified by the Wisconsin Department of Revenue ; and

WHEREAS, the parties previously entered into an agreement entitled "Intergovernmental Agreement for Fire Station Remodeling Design Cost Sharing" (the "Design Contract") to provide for cost sharing of the architectural service fees required to design the Project; and

WHEREAS, the parties have determined that they will each pay their respective share of the costs relating to the design and construction of the Project in a lump sum, rather than amortizing the cost through increased lease payments; and

WHEREAS, the parties acknowledge that payments by each party based on their current equalized value may not accurately reflect the amount they would each pay if the payments were made over time as the equalized value of each party will change on an annual basis during the remaining term of the current lease agreement; and

WHEREAS, the parties have agreed to make annual adjusting payments to account for increases or decreases in their equalized value ratio in each such year;

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

1. **Construction of the Project.** DeForest will promptly complete the design and bidding specifications for the Project and solicit bids for the construction of the Project consistent with the plans therefor prepared by Architectural Design Consultants, Inc. (“ADCI”) under separate contract with DeForest. DeForest will award a contract to the lowest qualified bidder as required by law, and will oversee the construction of the Project until completion. Upon completion, and the issuance of an occupancy permit for the Project, the Project shall be made available for occupancy by the Department.

2. **Payment of Project Costs.** Upon the approval of progress payment requests from its contractor for the Project, DeForest will invoice Windsor for 41.65% thereof. Said invoices shall include all third party documentation supporting the amount invoiced. Windsor shall pay each invoice within 30 days of receipt without withholding or setoff for any items unrelated to the invoice or the Project. The Project costs shall include all amounts incurred by DeForest for design under its contract with ADCI as well as all costs incurred to prepare plans, bidding documents, contracts and other contract documents, administering and inspecting the construction, and all payments made to contractors and material suppliers. Notwithstanding the prior sentence, DeForest will only invoice Windsor for Project costs invoiced to it by third parties, and will not invoice Windsor for any administrative or other work performed by DeForest employees.

3. **Adjusting Payments.** An annual “true-up” of project costs will be calculated by DeForest and shared with Windsor annually commencing in 2023. DeForest shall provide the calculations to Windsor on or before September 15 of each year, and the adjusting payment so calculated shall be paid by March 15 of the subsequent year. Upon receipt of the calculations, Windsor shall raise any objection on or before October 15 for resolution prior to the March 15 payment date.

(a) Calculation of Annual Adjustment. The amount of the adjustment shall be calculated based on the following formula:

$$\text{Credit} = \frac{\text{TPC} \times \text{EV}_1}{15} - \frac{\text{TPC} \times \text{EV}_2}{15}$$

Where:

TPC = Total Project Costs.

EV₁ = The percentage of total equalized value of the municipality used for calculating initial contract cost contributions under Section 2, *i.e.*, for DeForest, 58.35%; for Windsor 41.65%.

EV₂ = The current Equalized Value of the municipality divided by the total equalized value of the parties combined at the time of the calculation (rounded to the nearest hundredth percent).

(b) Example. Exhibit A contains an example of the calculation described in par. (a) based on assumed project costs of \$1,200,000 and hypothetical equalized values for each municipality from 2023 to 2037. Applying the 2021 equalized values of each municipality, DeForest would initially pay \$700,200 and Windsor would pay \$499,800 for the Project. In 2023, if DeForest's share of the total equalized value of both municipalities increased from 58.35% to 59%, the adjustment calculation would be as follows:

DeForest Adjustment:

$$\frac{\$1,200,000 \times 58.35\%}{15} - \frac{\$1,200,000 \times 59.00\%}{15}$$

-or-

$$\$46,680 - \$47,200 = (\$520.00) \text{ [DeForest Pays To Windsor]}$$

Windsor Adjustment:

$$\frac{\$1,200,000 \times 41.65\%}{15} - \frac{\$1,200,000 \times 41.00\%}{15}$$

-or-

$$\$33,320 - \$32,800 = \$520.00 \text{ [Windsor Receives From DeForest]}$$

The party whose calculation results in a negative credit pays the credit amount to the party with a positive credit amount.

4. Relationship to Design Contract. The Design Contract contemplated that the parties would negotiate a lease amendment to amortize the cost of the design and construction of the Project through increased rental payments and thereby share the costs of the Project in an equitable manner. The parties agree that this Agreement establishes an alternative method for equitable cost sharing, and the provisions of Section 3 of the Design Contract are superseded hereby. The Design Contract is incorporated herein in full by reference. All provisions other than Section 3 are ratified herein; including but not limited to Section 4 regarding the Second Fire/EMS Facility.

5. Miscellaneous Provisions.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than those contained herein.
- (b) This Agreement may not be amended orally, but only by agreement in writing and signed by the parties hereto .
- (c) This Agreement is not intended to create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- (d) The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

- (e) Both parties participated in negotiating the terms of this Agreement. Neither party shall benefit from not having drafted this Agreement. If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the parties.
- (f) Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To Windsor:

Administrator
Village of Windsor
4084 Mueller Rd.
DeForest, WI 53532

To DeForest:

Administrator
Village of DeForest
120 S. Stevenson Street
DeForest, WI 53532

Either party may change its recipient or delivery address by providing written notice in accordance with the section.

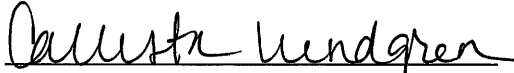
- (g) This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

VILLAGE OF DEFOREST

Date Signed: 4.19.2022

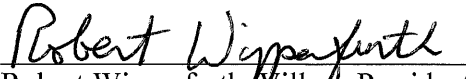

Jane Cahill Wolfgram, Village President

Date Signed: 4.19.2022


Callista Lundgren, Village Clerk

VILLAGE OF WINDSOR

Date Signed: 4-7-22


Robert Wipperfurth, Village President

Date Signed: 4-7-22

Christine Capstran
Christine Capstran, Village Clerk