

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-10**

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF DEFOREST FOR
COST SHARING FOR DESIGN OF FIRE STATION NO. 2**

WHEREAS, the DeForest Windsor Fire & EMS District Board has requested that the Village of Windsor and the Village of DeForest construct a second Fire and EMS station; and

WHEREAS, in order to proceed with the building design, it is necessary to engage the services of an architect to design and oversee construction of Fire Station No. 2; and

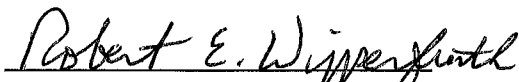
WHEREAS, the Village Board previously passed Resolution 2023-103 approving a proposed cost sharing agreement for such engagement. DeForest requested changes to the agreement, which are incorporated into the agreement attached hereto as Exhibit A; and

WHEREAS, the Village Board finds the terms of the proposed agreement, attached as Exhibit A, to be acceptable and 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, subject to DeForest approving same. Resolution 2023-103 is hereby rescinded.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on January 18, 2024, 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 No. 2 Design Cost Sharing

INTERGOVERNMENTAL AGREEMENT FOR FIRE STATION NO. 2 DESIGN COST SHARING

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

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

WHEREAS, DeForest is the owner of the DeForest Public Safety Building which houses 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, DeForest and Windsor have agreed to pursue development of a second Fire/EMS facility in Windsor at the Windsor Village Center on North Towne Road and Firehouse Dr., Parcel 0910-294-0143-1(the "Second Facility"), and

WHEREAS, the District Board has requested that Windsor contract for the design the Second Facility for use by the Department (the "Project"); and

WHEREAS, Windsor has agreed to proceed with the design of the Project; and

WHEREAS, Windsor and DeForest have agreed that it is fair and reasonable that each party pays a proportionate share of the design costs incurred by Windsor based on the District budget contribution by each party in the year the Second Facility design work is contracted.

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. Request for Proposal for Design Services. Upon execution of this Agreement by all parties, Windsor shall prepare and, upon approval thereof by the District Board, notice a Request for Proposal to engage an architect for the design of the Second Facility. Proposals shall be sought for two phases of design work:

- Preliminary Space Needs Assessment and Conceptual Design (Phase I). This phase will include the design professional consulting with the Department Chief and the District Board to determine the space and related operational needs for the Second Facility and a proposed general layout, conceptual design and estimated cost of the facility.
- Final Design (Phase II). Upon approval of the District Board and the governing bodies of Windsor and DeForest, the second phase shall be authorized which shall include building and site design and detailed cost estimates. The design professional shall consult with the District Board with respect to potential cost-saving measures such as alternative building materials, design alterations and/or site modifications.

2. Engagement of Architect for Design Services. The District Board will review the Design Proposals and select the design professional. Windsor shall contract with the selected design consultant for the Phase I design work for the Second Facility. Upon completion of the Phase I design work, and approval by the District Board and the governing bodies of Windsor and DeForest, Windsor shall contract with the design consultant for Phase II design work. Such contracts shall provide that the District Board shall have the final decision-making authority with regard to substantive design input.

3. Reimbursement of Design Costs. DeForest agrees to reimburse Windsor a share of the amount paid and/or owing to the firm contracted for the design of the Second Facility, based on DeForest's proportionate share of the municipal contributions to the District budget payable by DeForest in the year the Second Facility design work is contracted. Windsor shall invoice DeForest for DeForest's share of the Design Costs when such costs become payable by Windsor, and DeForest shall make payment of the invoiced amounts not later than thirty (30) days after receipt of the invoice(s). If progress payments are due upon partial completion of any portion of the work, Windsor shall have the option to invoice DeForest for its share of any progress payments due, or to invoice the entire DeForest share of the costs upon completion of the Phase II work. Windsor and the District will negotiate in good faith a lease under which Windsor would construct and lease the Second Facility to the District. In the event Windsor and the District do not reach agreement on a lease within 180 days after completion of the Phase II design work, or such later date as the parties may agree to in writing, then Windsor shall have no obligation to construct the Project.

4. 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 DeForest:

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

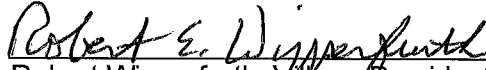
To Windsor:

Administrator
Village of Windsor
4084 Mueller Rd
DeForest, WI 53532

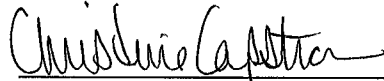
g. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

VILLAGE OF WINDSOR

Date Signed: 1-18-24


Robert Wipperfurth, Village President

Date Signed: 1-18-24


Christine Capstran, Clerk

VILLAGE OF DEFOREST

Date Signed: _____

Jane Cahill Wolfgram, Village President

Date Signed: _____

Callista Lundgren, Clerk