

Res 220

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT LWRD	CONTRACT/ADDENDUM # 2057																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; text-align:center;">Contract</td> <td style="width:34%;"></td> <td style="width:33%; text-align:center;">Addendum</td> </tr> <tr> <td style="text-align:center;">↓</td> <td style="text-align:center;"><small>If Addendum, please include original contract number</small></td> <td style="text-align:center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Co Lessee</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td style="text-align:center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract		Addendum	↓	<small>If Addendum, please include original contract number</small>	↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: NOW To: 99 YEARS																												
4. Amount of Contract or Addendum: \$0																												
5. Purpose: Amend existing lease at Badger Prairie Park to allow DOT and DNR to expand parking lot for recreational users and commuters.																												
6. Vendor or Funding Source: WI DOT WI DNR																												
7. MUNIS Vendor Code: 3022 3457																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NA																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption: 220, 2014																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval: <i>K. Lannors LMB</i>																												

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<i>MLG</i>	Received	_____	8-20-14	_____
<i>JB</i>	Controller	_____	_____	8/20/14
<i>JB</i>	Corporation Counsel	_____	8-20-14	8-20-14
<i>Y</i>	Risk Management	_____	8/20/14	8/20/14
<i>Y</i>	ADA Coordinator	_____	8/20/14	8/20/14
<i>cn</i>	Purchasing Agent	_____	8/21/14	8/21/14
_____	County Executive	_____	_____	_____

VENDOR

Vendor Name & Address WI DOT
Contact Person DAVID LAYTON
Phone No. 246-3821
E-mail Address DAVID.LAYTON@DOT.WI.GOV

Footnotes:

1. _____
2. _____

Return To: Name/Title: LAURA GUYER Dept.: LWRD
Phone: 224-3765 Mail Address: 5201 FEN OAK
E-mail: GUYER@COUNTYOFDANE.COM

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: AUGUST 20, 2014

Signed: 

Telephone Number: 224-3765

Print Name: LAURA GUYER

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments: -

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



Real Estate Division

Dane County Land & Water Resources Department

Laura Guyer, Real Estate & Acquisition Director

DATE: August 20, 2014

TO: Joe Parisi, Dane County Executive
Scott McDonell, Dane County Clerk

FROM: Laura Guyer

RE: Lease amendment for the Badger Prairie Park and Ride

Dane County, WI DOT and WI DNR are working cooperatively to expand a park and ride at Badger Prairie County Park. In addition to serving vehicular traffic (both personal vehicles and bus service), the parking lot serves as a trailhead for both the Ice Age National Scenic Trail and the Military Ridge State Trail.

The parking lot is located on County property. WI DOT and WI DNR are entirely responsible for construction, care and maintenance of the parking lot.

There is no cost or revenue associated with the lease.

Document Number

Document Title

State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

**AMENDMENT TO OUTDOOR
RECREATIONAL TRAIL
TERMINUS FACILITY LEASE**

Section 23.09(10), Wis. Stats.

THIS AMENDMENT TO LEASE is made by and between Dane County (hereinafter referred to as the "County"), the State of Wisconsin, Department of Natural Resources (hereinafter referred to as "DNR") and the State of Wisconsin, Department of Transportation (hereinafter referred to as "WisDOT").

RECITALS

WHEREAS, the County and DNR entered into an Outdoor Recreational Trail Terminus Facility Lease (hereinafter referred to as the "Lease") which was dated July 11, 1984 and recorded July 26, 1984 in Volume 5929 Records, Page 46 as Document No. 1844356, Dane County Register of Deeds (a copy of which is attached hereto as and incorporated herein as Exhibit A) for 3.3 acres of land to allow DNR to construct a trailhead facility for the Military Ridge State Trail in the City of Verona;

WHEREAS, in 1994, WisDOT approached DNR to use a portion of the trailhead facility for the dual purpose of a WisDOT Park and Ride facility, as defined in Wis. Stat. s. 84.01(30)(g)1. (2011-2012) (hereinafter referred to as "Park & Ride") and trailhead facility for the Military Ridge State Trail;

WHEREAS, said dual purpose usage was to be a "pilot" project to evaluate if there were any impacts to the trailhead facility, of which there were none;

WHEREAS, WisDOT is currently engaged in a highway project for the reconstruction of USH 18/151 (hereinafter referred to as the "WisDOT Project"), which requires certain traffic mitigation measures including the expansion, to 3.87 acres, more or less, of the Park & Ride facility located at the Military Ridge trailhead and therefore WisDOT, DNR and Dane County seek to formalize the agreement for the expansion of the trailhead and Park & Ride facilities (which expansion is depicted on the attached map hereto and incorporated herein as Exhibit B) and which is more fully described as follows (hereinafter referred to as the "Leased Premises"):

Township 6 North, Range 8 East, City of Verona

Section 14: A parcel of land located in the NE¹/₄ of the SW¹/₄, the NW¹/₄ of the SE¹/₄, the SW¹/₄ of the NE¹/₄ and the SE¹/₄ of the NW¹/₄ of said Section 14, BEGINNING at the intersection of the northerly right of way line of Military Ridge Trail and the westerly right of way line of CTH PB; thence Northeasterly along the Westerly right of way line of CTH PB a distance of 651.4 feet; thence Northwesterly along the Westerly right of way line of CTH PB a distance of 191.2 feet; thence Southwesterly along the Southerly right-of-way line of East Verona Avenue a distance of 128.5 feet; thence Southwesterly on a line parallel to the Westerly right-of-way line of CTH PB a distance of 452.5 feet; thence Southeasterly perpendicular to the Westerly right-of-way line of CTH PB a distance of 140 feet; thence Southwesterly on a line parallel to the Westerly right of way line of CTH

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands – LF/6
P.O. Box 7921
Madison, Wisconsin 53707-7921
Attn: Sharene Smith (L-_____)

Parcel Identification Number (PIN):
Exempt

PB a distance of 300 feet to the intersection of the Northerly right-of-way line of Military Ridge Trail; thence Northeasterly along the Northerly right-of-way line of Military Ridge Trail a distance of 148.4 feet to the intersection of the Northerly right-of-way line of Military Ridge Trail and the Westerly right-of-way line of CTH PB and the Point of Beginning;

WHEREAS, DNR, WisDOT and the City of Verona entered into a separate “Agreement for Maintenance of a Park-and-Ride Lot at 2585 Old CTH PB, Military Ride/Ice Age Trail Head–Verona” (hereinafter referred to as the “Maintenance Agreement”, a copy of which is attached hereto and incorporated herein as Exhibit C) for the construction, maintenance and operation of said Park & Ride;

NOW, THEREFORE, the undersigned County, DNR and WisDOT hereby agree to this following terms and conditions of this Amendment:

1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. WisDOT is added as an additional Lessee.
3. The 3.30 acre area encumbered by the Lease as depicted on Exhibit A, at unnumbered page 4, is expanded in scope and area, as shown on Exhibit B.
4. In addition and in conjunction with the Lease and use of the Lease Premises, WisDOT shall construct for public use a Park & Ride facility on the Leased Premises, as shown on Exhibit B.
5. The Park & Ride construction, operation and maintenance shall be consistent with the primary use of the Leased Premises which is for public outdoor recreation, including signage consistent with the use of the Premises for bicycle transportation to the extent allowed under federal signage guidelines (Manual on Uniform Traffic Control Devices).
6. Construction detail, maintenance and operation of the Park & Ride shall be governed by the Maintenance Agreement.
7. No changes shall be made to the Lease or this Amendment, except in writing, executed by all Parties.
8. Nothing herein shall be construed as a waiver of the State of Wisconsin’s sovereign immunity.
9. 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 of 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. To the extent the Lease and this Amendment conflict, such conflict shall be resolved in favor of this Amendment.

11. All other terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

END OF CONDITIONS

IN WITNESS WHEREOF, the County has caused this Amendment to be executed on its behalf this ___ day _____, 2014.

COUNTY OF DANE

By: _____
Joseph T. Parisi, County Executive

STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this ___ day of _____, 2014, the above named Joseph T. Parisi came to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is)

By: _____
Scott McDonell, County Clerk

STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this ___ day of _____, 2014, the above named Scott McDonell to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is)

IN WITNESS WHEREOF, the DNR has caused this Amendment to be executed on its behalf this ____ day _____, 2014.

State of Wisconsin
Department of Natural Resources
For the Secretary

By: _____ (SEAL)
Douglas J. Haag
Deputy Bureau Director Facilities & Land

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2014, the above named Douglas J. Haag, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Sharene J. Smith
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

EXHIBIT A

Return to:

1844358

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

OUTDOOR RECREATION TRAIL
TERMINUS FACILITY
Section 23.09(10), Wis. Stats.

DN 5929 MS 48

This lease made this 11th day of July, 1984, by and between Dane County hereinafter referred to as the Lessor, and the State of Wisconsin Department of Natural Resources, hereinafter referred to as the Lessee.

Witnesseth:

Whereas, the Lessor holds fee simple title to the following described lands located in Dane County, Wisconsin, to wit: A parcel of land described as: Part of the NE 1/4 of the SW 1/4, Section 24, Town 6 North, Range 2 East.

Commencing at the intersection of the north right-of-way line of the Military Ridge Trail and the western right-of-way line of Dane County Highway PB; Thence in a northerly direction along the western right-of-way line of Dane County Highway PB for a distance of 625 feet; Thence in a westerly direction perpendicular to the western right-of-way line of Dane County PB for a distance of 280 feet; Thence in a southerly direction on a line parallel to the western right-of-way line of Dane County Highway PB for a distance of 375 feet; Thence in a easterly direction perpendicular to and towards the western right-of-way line of Dane County Highway PB for a distance of 100 feet; Thence in a southerly direction parallel to the western right-of-way line of Dane County Highway PB for a distance 300 feet to the intersection of the northern right-of-way of the Military Ridge State Park Trail; Thence in a easterly direction along the north right-of-way line of the Military Ridge State Trail for a distance of 140 feet to the intersection of the western right-of-way line of Dane County Highway PB at the point of beginning, containing 3.30 acres more or less.

The Military Ridge State Park Trail follows the now abandoned right-of-way of the former Chicago and Northwestern railroad now owned by the Department of Natural Resources.

Whereas, the Lessee is desirous of constructing an Outdoor Recreation Terminus Facility on the above described property.

And whereas, portions of the lands described above are suitable for use as an Outdoor Recreation Trail Terminus and lie contiguous to the proposed right-of-way of the trail.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, the Lessor agrees to lease to the Lessee a 3.30 acre parcel for the purpose of constructing an Outdoor Recreation Trail Terminus thereon. The specific location of the Terminus is shown on a map which is marked Exhibit "A", attached hereto and made a part hereof.

The lease shall run for a period of 99 years, commencing on the 1st day of July, 1984, and terminating on the 30th day of June, 2083.

FORM 5929 USE 47

The lease shall stand, without notice from either party, renewed on identical terms for an additional 99 year period, unless either party shall at least sixty (60) days before the expiration of this lease notify the other in writing to the contrary.

The Lessee shall pay the Lessor the sum of One Dollar (\$1.00) per year for the use of the subject property.

The Lessee shall have the right:

- (A) To post such signs and posters along said lands as are deemed necessary by the Lessee either to delineate the Terminus or to achieve the full use and enjoyment of the devised land as an Outdoor Recreation Trail Terminus;
- (B) To make such improvements and installations as are necessary, convenient and incidental to the full use and enjoyment of the devised land as an Outdoor Recreation Trail Terminus. These improvements will include the following:
 - 1. Asphalt driveway and 100 car parking lot.
 - 2. A connector trail across a drainage ditch to the Lessee's Military Ridge State Trail.
 - 3. A terminus headquarters building to include toilets, drinking water, bike rental, concessions and administrative office.
 - 4. Establish adequate landscaping around the parking lot, connector trail, and terminus headquarters building.
 - 5. A picnic area including tables, grills, and trash receptacles.
 - 6. Information signing.
- (C) In partial consideration for receiving this lease, the Lessee agrees to convert an existing spring pond on adjacent land of the Lessor to a trout pond of approximately one (1) acre in size for public use. This will include planting of native species of plants around the pond to screen it.

This lease shall not be construed as creating a public debt on the lessee in contravention of Article VIII, Wisconsin Constitution, and shall terminate at the discretion of the lessee if funds for annual rental are not appropriated.

The terms "Lessor" and "Lessee" when used herein shall be taken to mean either singular or plural, masculine or feminine, as the case may be, and the provisions of this lease shall bind the parties actually, their heirs, personal representatives, successors and assigns.

July 5 1984

In witness whereof, Jonathan Barry, Dane County Executive, have caused these presents to be executed on the 11th day of July, 1984.

In the presence of:

For the Lessor:

Dennis W. Korb
Dominick Mangardi

Jonathan Barry
Jonathan Barry

State of Wisconsin }
County of Dane } ss.

Personally came before me this 11th day of July, 1984, the above named Jonathan Barry to me known to be the same person(s) who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

Patricia S. McCarthy
Notary Public, State of Wisconsin
My Commission (expires) 12/28/1986

In witness whereof, the State of Wisconsin Department of Natural Resources has caused these presents to be executed on its behalf by Carroll D. Basadny, Secretary.

Thereunto duly authorized, this 11th day of July, 1984.

In the presence of:

State of Wisconsin
Department of Natural Resources

Dennis W. Korb
Dominick Mangardi

Carroll D. Basadny
Carroll D. Basadny, Secretary

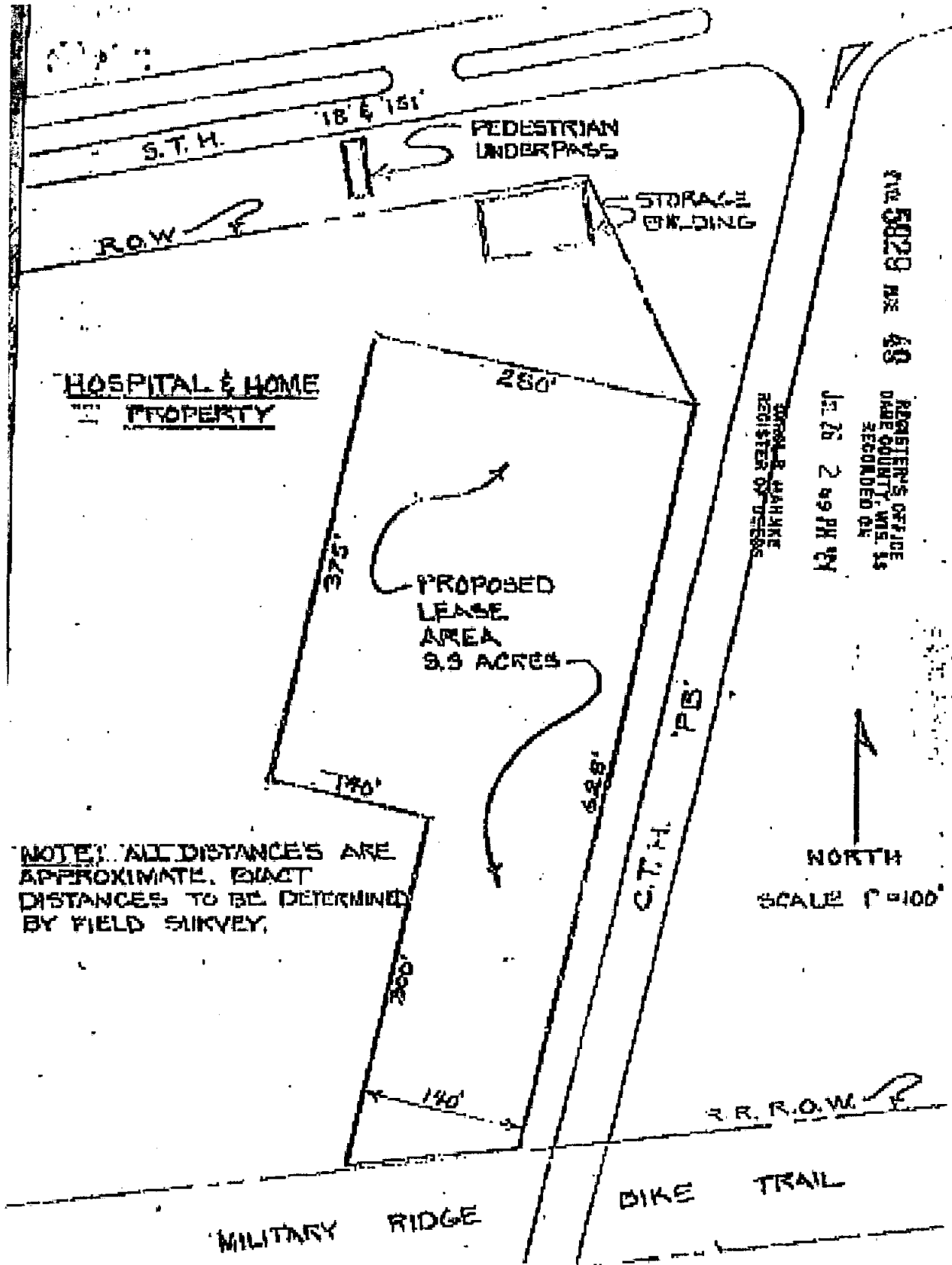
(Department Seal)

State of Wisconsin }
County of Dane } ss.

Personally came before me this 11th day of July, 1984, the above named Carroll D. Basadny State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledge that he/she executed and delivered the same as and for the Department of Natural Resources.

This instrument was drafted by
Department of Natural Resources

Patricia S. McCarthy
Notary Public, State of Wisconsin
My Commission (expires) 12/28/1986



HOSPITAL & HOME
PROPERTY

PEDESTRIAN UNDERPASS

STORAGE BUILDING

PROPOSED LEASE AREA
9.9 ACRES

CONRAD B. MAHANE
REGISTERED SURVEYOR

JUL 26 2 49 PM '91

REGISTRY'S OFFICE
DADE COUNTY, FLA. 33
RECORDED ON

FILE 50229 BOX 49



NORTH
SCALE 1"=100'

NOTE: ALL DISTANCES ARE APPROXIMATE. EXACT DISTANCES TO BE DETERMINED BY FIELD SURVEY.

BIKE TRAIL

MILITARY RIDGE

RR.R.O.W.

C.T.H.

P.B.

R.O.W.

S.T.H.

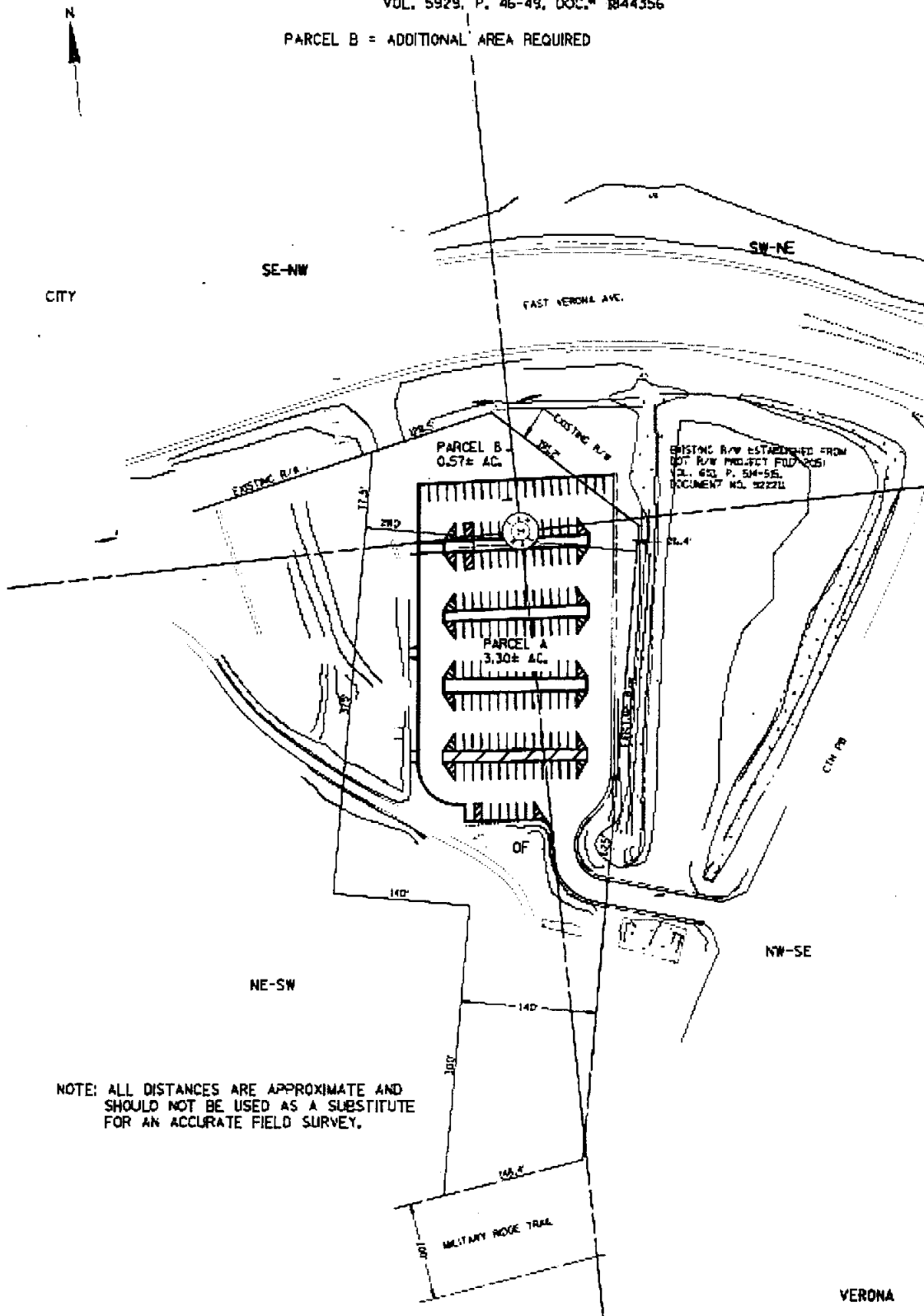
18' & 151'

EXHIBIT B

MILITARY RIDGE / ICE AGE TRAIL HEAD / PARK & RIDE LEASE EXHIBIT

PARCEL A = EXISTING LEASE AREA DESCRIBED IN
VOL. 5929, P. 46-49, DOC. # 1844356

PARCEL B = ADDITIONAL AREA REQUIRED



NOTE: ALL DISTANCES ARE APPROXIMATE AND
SHOULD NOT BE USED AS A SUBSTITUTE
FOR AN ACCURATE FIELD SURVEY.

EXHIBIT C

AGREEMENT

for the Maintenance of a Park-and-Ride Lot at
2585 Old CTH PB

Military Ridge/Ice age Trail Head - Verona

Between the

Wisconsin Department of Transportation, The Wisconsin Department of Natural Resources
and the City of Verona

This agreement is made and entered into this 25th day of November 2012, ²⁰¹³ by and between the CITY of VERONA, a municipal corporation of the State of Wisconsin, hereinafter called the "CITY", the Wisconsin Department of Natural Resources, hereinafter called "WIDNR" and the Wisconsin Department of Transportation, hereinafter called the "WisDOT".

WITNESSETH:

WHEREAS, the existing Military Ridge Trail parking lot/park-and-ride lot, located at 2585 Old County Trunk Highway PB is planned to be expanded by WisDOT and is in need of a formal maintenance agreement. See the attached map for location and maintenance boundary.

WHEREAS, Sec. 66.0301, Wis. Stats. allows municipalities, including the CITY, the WIDNR and the WisDOT to contract with one another for the receipt or furnishing of services or joint exercise of any power or duty required or authorized by law;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. Lot construction, Landscaping, and directional signage improvements. The WisDOT shall construct at its own expense, an expansion of the travel and parking surface of the existing Lot, the intersection modifications and sidewalk connections to East Verona Avenue, and the access roads to the Lot as provided under State Project 1206-07-08/80. The WisDOT shall install at its own expense parking lot landscaping, subject to CITY review and approval. The WisDOT shall also install and maintain at its own expense, directional signage to the Park and Ride Lot, the Military Ridge Trail, and the Ice Age Trail as provided.
2. Bus Shelter. The WisDOT shall construct or install at its own expense a bus shelter along the south side of East Verona Avenue. The design and appearance of this bus shelter shall be subject to CITY review and approval prior to its construction or installation. The CITY shall maintain this bus shelter, including snow removal.
3. Additional Signs and Landscaping. The WIDNR and the COUNTY may provide, at their own expense, any signage necessary and any additional desired landscaping within the boundaries of the Lot. The CITY may provide, at its own expense, any signage necessary and any desired landscaping within the boundaries of the Lot.
4. Lighting. The WisDOT shall construct the lighting component system needed for illuminating the expanded lot. The lighting system shall include LED fixtures. The lighting component system is subject to CITY approval. The CITY shall provide, at its own expense, all electricity necessary to operate any lighting system. The CITY shall also be responsible for maintaining the lighting system. This includes replacement of burned out lamps and repair or replacement of any damaged or defective poles and appurtenances. The CITY shall also be responsible for the additional costs to purchase and install a decorative system in lieu of the WisDOT standard lighting components. The CITY shall also be responsible for the repair or replacement of decorative lighting component systems if chooses to use in the park and ride lot.

5. Lot Maintenance. The CITY shall maintain, at its own expense, the travel and parking surface of the Lot. The CITY shall remove snow and ice from the parking and traveling surface of the Lot and shall remove dirt and debris from the Lot, all at its own expense. Also, the CITY shall mow any grass areas, prune trees and shrubs and maintain other landscape features. The CITY shall maintain all drainage and drainage structures and keep them in good repair. For purposes of this Maintenance Agreement, maintenance shall mean keeping all existing surfaces in good repair, and repainting parking stall lines, except as provided in Number 6 below. The CITY shall provide, at its own expense, trash receptacles at locations within the lot deemed appropriate by the CITY, WIDNR and the WisDOT. The CITY shall be responsible for the emptying and disposal of the trash in the receptacles. The CITY, at its own expense, shall perform any other maintenance, such as graffiti removal, that may arise and is not covered in this agreement.
6. Lot Surface Rehabilitation and Replacement. The WisDOT shall provide, at its own expense, any resurfacing, seal-coating, or replacement of the travel and parking surface of the Lot as agreed to by the WisDOT, WIDNR and the CITY.
7. Improvements Replacement. Replacement of any other items provided by the WisDOT—including lighting, signage and landscaping—shall be the responsibility of the WisDOT, at its own expense.
8. Signage Replacement. The WIDNR shall provide, at its own expense, replacements for any additional signage within the boundaries of the Lot. Items provided by WIDNR shall be the responsibility of the WIDNR.
9. Removal of Equipment. All (Park and Ride only) signs installed pursuant to Section One (1) of this Agreement which remain on the property of the WisDOT shall be removed by the WisDOT at its own expense upon termination of this Maintenance Agreement.
10. Enforcement. Promulgation and enforcement of noise, parking, and loitering restrictions in the Lot shall be the ~~sole~~ responsibility of the CITY. The CITY may pass such ordinances and resolutions, as it deems appropriate to govern these restrictions in the Lot, and may use such methods, as it deems appropriate to assure compliance with said restrictions, including adoption of an ordinance to codify and allow CITY enforcement of the current parking restriction which limits the majority of parking spaces within the Park and Ride lot to no more than 24 hours. 48 hour parking shall be allowed for not less than six (6) stalls, in locations agreed to by the City. Additional 48 hour parking stalls may be added with the concurrence of the WIDNR, the CITY and WisDOT reviews. Any other restrictions or fees, including parking, proposed by the CITY shall require written concurrence from the WIDNR and WisDOT.
11. Liability. The CITY, the WIDNR and the WisDOT agree to conduct their activities within the Lot so as not to endanger any person or property thereon; and each shall assume liability for any and all claims for injury to persons or property arising out of the acts of negligence of their own officers, agents or employees. No party is waiving any limits on its liability. This agreement does not create any rights of third parties.
12. Term. The term of this Maintenance Agreement shall be twenty (20) years from the effective date written above. After this term this Agreement shall automatically be renewed under the same terms and conditions for additional one (1) year terms, unless either party gives written notice to the contrary to the other party at least ninety (90) days before the renewal date.

MM
WIDNR maintains
the authority to
enforce the
provisions of
Ch. NR 45, Wis.
Admin. Code
within the
Lot.

WITNESSETH:

WHEREAS, Dane County holds fee simple title to a 3.30 acre parcel of land located at 2585 Old County Trunk Highway PB, located near the East Verona Avenue ramps to and from USH 18-151, hereinafter called the "Lot".

WHEREAS, Dane County has entered into a 99 year lease with WIDNR for the purpose of constructing and operating a terminus for the Military Ridge State Trail.

IN WITNESS WHEREOF, the parties hereto have executed the Maintenance Agreement effective as of the day and year first above written.

WITNESS

CITY OF VERONA, WISCONSIN
A Municipal corporation

William M. B.

Jon Hoelkammer - Mayor
OFFICER

William M. B.

Karen Lynch
CITY CLERK

APPROVED PURSUANT TO SEC.85.15.WISCONSIN STATUTES

Operations Chief for

Angela Williams
Director, WisDOT Southwest Region
Division of Transportation System Development
Wisconsin Department of Transportation

Matt Mowery
Secretary, Deputy
Wisconsin Department of Natural Resources

Kevin Connors
Kevin Connors
Director of Land and Water Resources Department
County of Dane, Wisconsin

COUNTERSIGNED PURSUANT TO SECTION 62.09(10) WISCONSIN STATUTES

William M. B.
CITY Administrator

