

Dane County Contract Cover Sheet

Revised 01/2024

Res 043

Dept./Division	Highway and Transportation		
Vendor Name	Village of Cottage Grove	MUNIS #	8463
Brief Contract Title/Description	Agreement for the JT of CTH BB from Buss Rd to Damascus Trail within the Village of Cottage Grove and Town of Cottage Grove		
Contract Term	05/01/2024-12/31/24		
Contract Amount	\$0.00		

Contract # Admin will assign	15510
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Tricia Rast	Name	JJ Larson
Phone #	608.266.4065	Phone #	608.209.8920
Email	rast@danecounty.gov	Email	jlarson@village.cottage-grove.wi.us
Purchasing Officer	N/A		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	N/A	Org:	N/A	Obj:		Proj:		\$
	Year		Org:		Obj:		Proj:		\$
			Org:		Obj:		Proj:		\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	043
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2024.05.30 10:41:25 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/30/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, May 31, 2024 12:40 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15510
Attachments: 15510.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/31/2024 1:27 PM	Approve: 5/31/2024 1:27 PM
	Patten (Purchasing), Peter		Approve: 5/31/2024 1:28 PM
	Gault, David	Read: 5/31/2024 1:42 PM	Approve: 5/31/2024 1:43 PM
	Cotillier, Joshua		Approve: 5/31/2024 1:14 PM
	Stavn, Stephanie	Read: 5/31/2024 12:54 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15510
Department: Highway
Vendor: Village of Cottage Grove
Contract Description: Agreement for jurisdictional transfer of CTH BB from Buss Rd to Damascus Trail (Res 043)
Contract Term: 5/1/24 – 12/31/24
Contract Amount: \$--

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2024 RES-043

**AGREEMENT FOR THE JURISDICTIONAL TRANSFER OF COUNTY HIGHWAY BB
FROM BUSS ROAD TO DAMASCUS TRAIL WITHIN THE VILLAGE OF COTTAGE
GROVE AND TOWN OF COTTAGE GROVE**

The Dane County Highway & Transportation Department and representatives of the Village of Cottage Grove and Town of Cottage Grove wish to formalize the transfer of jurisdiction of a portion of CTH BB within the corporate limits of the Town and Village.

The limits of this transfer are from the western end of the Buss Road intersection easterly to a point at the center of the intersection with Damascus Road, a distance of .47 miles.

NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to execute this jurisdictional transfer agreement on behalf of Dane County, with the Village of Cottage Grove and the Town of Cottage Grove.

**AGREEMENT FOR THE JURISDICTIONAL TRANSFER OF COUNTY HIGHWAY BB
FROM BUSS ROAD TO DAMASCUS TRAIL WITHIN THE VILLAGE OF COTTAGE
GROVE AND TOWN OF COTTAGE GROVE**

This Agreement (“Agreement”) is made and entered into by and among the County of Dane, a Wisconsin quasi-municipal corporation (“County”), the Village of Cottage Grove, a Wisconsin municipal corporation (“Village”), and the Town of Cottage Grove, a Wisconsin municipal corporation (“Town”), collectively referred to as (“the Parties”).

RECITALS

WHEREAS, the Parties wish to formalize the transfer of jurisdiction of a portion of County Highway BB within the corporate limits of the Town and Village, more particularly described in Section 1, from the County to the Village; and

WHEREAS, the County obtained permission from the Wisconsin Department of Transportation as required by sec. 83.025(1)(a), Wis. Stats., to delete the portion of County Highway BB from its County trunk highway system on May 2, 2024; and

WHEREAS, the Town consents to the Village taking jurisdiction over County Highway BB (as defined below) within the corporate limits of the Town so long as the Village performs all construction, maintenance, and upkeep of County Highway BB; and

WHEREAS, pursuant to Wis. Stat. § 66.0301 the Parties wish to formalize the jurisdictional transfer of the identified portion of County Highway BB to the Village;

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, the Parties do agree as follows:

AGREEMENT

1. This Agreement pertains to the portion of County Highway BB from the western end of the Buss Road intersection easterly to a point at the center of the intersection with Damascus Road, a distance of .47 miles. This portion is referred to as “County Highway BB” in subsequent sections of this Agreement.
2. The Village will take jurisdiction of County Highway BB effective August 1, 2024. Upon taking jurisdiction of County Highway BB, the Village shall have full control and responsibility over County Highway BB. Upon the jurisdictional transfer:
 - a. County Highway BB shall be deleted from the county trunk highway system.

- b. All regulatory authority and responsibility of County Highway BB shall be transferred to the Village, including, but not limited to, all access rights and permitting control. The Village Police Department shall have jurisdiction over County Highway BB.
 - c. Any State of Wisconsin or federal aid associated with County Highway BB shall be transferred to the Village upon completion of the transfer of jurisdiction.
 - d. The parties shall make State of Wisconsin levy adjustments to reflect the jurisdictional transfer.
3. The Village shall be responsible for all County Highway BB maintenance, repairs, improvements, snowplowing, street sweeping, and any other responsibilities customary for maintaining a highway, including the portion of County Highway BB located within the Town. The Village shall perform all of these duties in accordance with its standards for Village streets.
4. 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, agenda, board, 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.
5. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
6. This Agreement may be amended in writing upon agreement by all parties.
7. This Agreement may be executed in one or several counterparts, which together shall constitute a single instrument.
8. The effective date of this Agreement shall be the date on which all parties have signed the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

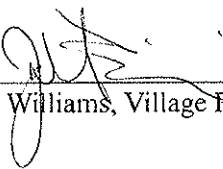
DANE COUNTY

By: _____
Jamie Kuhn Date
Dane County Executive

By: _____
Scott McDonell Date
Dane County Clerk

VILLAGE OF COTTAGE GROVE

TOWN OF COTTAGE GROVE

By:  _____
John Williams, Village President Date
5/20/2024

By:  _____
Kris Hampton, Town Chair Date
5/9/24