

Dane County Contract Cover Sheet

Revised 01/2025

Res 280
significant

Dept./Division	LWRD / Parks		
Vendor Name	Village of McFarland	MUNIS #	8470
Brief Contract Title/Description	Agreement with Village of McFarland for construction funding and maintenance regarding an underpass at USH 51.		
Contract Term	Signing - project completion		
Contract Amount	\$600,000		

Contract # Admin will assign	16102
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" 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	John Reimer	Name	Matthew Schuenke
Phone #	608.224.3612	Phone #	608.838.3153
Email	Reimer.John@danecounty.gov	Email	matt.schuenke@mcfarland.wi.gov
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> Cooperative Contract	Contract Name & #	
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	893	Org:	LEWSLUNY	Obj:	57021	Proj:		\$
			Org:		Obj:		Proj:		\$
	Year	2026	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		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	280
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

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

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2025.12.22 16:12:49 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	David Gault
Digitally signed by Slaven, Shelby Date: 2026.01.08 11:26:59 -06'00'	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 12/26/25	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, January 6, 2026 10:50 AM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16102
Attachments: 16102.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/6/2026 2:28 PM	Approve: 1/6/2026 2:28 PM
	Patten, Peter	Read: 1/6/2026 11:44 AM	Approve: 1/6/2026 11:25 AM
	Gault, David	Read: 1/6/2026 1:18 PM	Approve: 1/6/2026 1:19 PM
	Cotillier, Joshua	Read: 1/6/2026 3:26 PM	Approve: 1/6/2026 3:28 PM
	Oby, Joe		

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

Contract #16102
Department: Land & Water Resources
Vendor: Village of McFarland
Contract Description: IGA for construction funding & maintenance re: USH 51 Underpass (Res 280)
Contract Term: signing – project completion
Contract Amount: \$600,000.00

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.

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF MCFARLAND

The Wisconsin Department of Transportation will reconstruct USH 51 starting in 2026, including the addition of a new pedestrian underpass along USH 51 located along the Yahara River at Babcock County Park. The new underpass will allow users to safely portage or walk underneath USH 51. The Village of McFarland has entered into an agreement with the Wisconsin Department of Transportation for construction of the USH 51 underpass for a total construction cost of \$1,509,000.

An Intergovernmental Agreement between Dane County and the Village of McFarland has been developed to provide maintenance responsibilities for Dane County and the Village of McFarland along with payment of \$600,000 from Dane County to the Village. Funds for the County share of construction costs are available in LEWSLUNY 57021 Accessible Shorefishing Improvements.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize an Intergovernmental Agreement with the Village of McFarland for maintenance responsibilities of the USH 51 underpass; and

BE IT FURTHER RESOLVED that Dane County will provide \$600,000 for construction costs of the USH 51 underpass payable to the Village of McFarland; and

BE IT FINALLY RESOLVED that the County Executive is hereby authorized to sign an Intergovernmental Agreement with the Village of McFarland on behalf of Dane County.

**AGREEMENT BETWEEN DANE COUNTY AND THE VILLAGE OF MCFARLAND for
MAINTENANCE OF HIGHWAY 51 UNDERPASS**

THIS AGREEMENT, made and entered into by and between DANE COUNTY ("COUNTY"), a municipal corporation in the State of Wisconsin; and the VILLAGE OF MCFARLAND ("VILLAGE");

WITNESSETH:

WHEREAS, the Wisconsin Department of Transportation will reconstruct USH 51, replacing the existing pavement structure, curb and gutter, sidewalk, and curb ramps, replace and lengthen Yahara River Bridge (B-13-085) to match the existing dam opening, and add new pedestrian underpass along USH 51.

WHEREAS, the VILLAGE will enter into agreement with the Wisconsin Department of Transportation for construction of the USH 51 underpass;

WHEREAS, the VILLAGE will finance the new pedestrian underpass along USH 51; and;

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, COUNTY and VILLAGE do agree as follows:

1. VILLAGE shall be responsible at its own expense for removal of snow and ice along entirety of underpass up to COUNTY property line. COUNTY will responsible for removal of snow and ice on COUNTY property.
2. VILLAGE shall be responsible at its own expense for implementing street sweeping to prevent accumulation of dirt, sand, leaves, or other debris entirety of underpass up to COUNTY property line. COUNTY will responsible for street sweeping on COUNTY property.
3. VILLAGE shall be responsible at its own expense for maintaining step access from path into water edge on east side of pedestrian underpass. The VILLAGE shall remove accumulation of algae, aquatic plants, dirt, sand, leaves, or other debris on the concrete steps.
4. VILLAGE is responsible for coordinating with the COUNTY to obtain any necessary permits for maintenance performed on COUNTY property.
5. VILLAGE is responsible for funding and completing any major repairs to the pedestrian underpass during its lifespan. The pedestrian underpass lifespan is expected to be 75 years or more. The VILLAGE will be responsible for coordinating any major repairs with the Wisconsin Department of Transportation.
6. COUNTY shall provide cost share for the pedestrian underpass in the amount of six hundred thousand and 00/100 dollars (\$600,000.00).
7. COUNTY shall pay costs to VILLAGE after the pedestrian underpass is constructed and within 45 days of receipt of billing from VILLAGE.

8. The VILLAGE and COUNTY shall work in good faith with one another to ensure that the proposed pedestrian underpass is consistent with the Dane County Parks and Open Space Plan and follow agreed upon trail development plans.
9. During the term of this agreement, COUNTY and VILLAGE, each for itself, agree to abide by their respective affirmative action plans.
10. 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. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
11. 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 executing this Agreement on its behalf is authorized to do so.
12. Any amendment to this Agreement shall be by written consent of 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.

Signature pages to follow.

FOR COUNTY

Date Signed: _____

County Executive: Melissa Agard

FOR VILLAGE

Date Signed: 12-23-25

Stephanie Brassington

President: Stephanie Brassington

Date Signed: 12-23-25

Tanya O'Malley

~~Deputy Administrator/Clerk:~~

~~Cassandra Suottinger~~

Tanya O'Malley
Deputy Clerk