

# Dane County Contract Cover Sheet

Revised 01/2026

Res 300  
significant

Dept./Division	Highway		
Vendor Name	City of Madison	MUNIS #	1384
Brief Contract Title/Description	COST SHARING AGREEMENT FOR THE DESIGN OF OLIN AVE/JOHN NOLEN DRIVE (CTH MC) FROM WINGRA CREEK TO USH 12 BELTLINE		
Contract Term	01/01/26 - 12/31/28		
Contract Amount	\$1,075,000		

Contract # Admin will assign	16113
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	Tricia Rast	Name	Chris Petykowski
Phone #	608.266.4065	Phone #	608.267.8678
Email	rast@dane-county.gov	Email	cpetykowski@cityofmadison.com

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)
	<input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$46,000 (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 #	PENDING FUND TRANSFER	Org: HWCONCAP	Obj: 59234	Proj:	\$ 1,075,000.00
			Org:	Obj:	Proj:	\$
	Year		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 # 300 Year 2025
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	
	<input 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		APPROVAL – Contracts Exceeding \$100,000	
Dept. Head / Authorized Designee	Director of Administration	Corporation Counsel	
Rast, Tricia <i>Tricia Rast</i> Digitally signed by Rast, Tricia Date: 2026.01.06 18:28:39 -06'00'	Slaven, Shelby <i>Shelby Slaven</i> Digitally signed by Slaven, Shelby Date: 2026.01.14 15:16:06 -06'00'	David Gault <i>David Gault</i>	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/9/26	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, January 12, 2026 9:37 AM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16113  
**Attachments:** 16113.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/12/2026 11:42 AM	Approve: 1/12/2026 11:42 AM
	Schuster, Hazel		Approve: 1/12/2026 9:39 AM
	Gault, David	Read: 1/12/2026 10:49 AM	Approve: 1/12/2026 10:49 AM
	Cotillier, Joshua	Read: 1/12/2026 9:56 AM	Approve: 1/12/2026 9:58 AM
	Oby, Joe		

Re-sending this one for approval...the description was incorrect...Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16113

Department: Highway

Vendor: City of Madison

Contract Description: Cost-sharing agreement for design of Olin Ave/John Nolen Drive (Res 300)

Contract Term: 1/1/26 – 12/31/28

Contract Amount: \$1,075,000.00

*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.

2025 RES-300

**COST SHARING AGREEMENT FOR THE DESIGN OF OLIN AVE/JOHN NOLEN DRIVE  
(CTH MC) FROM WINGRA CREEK TO USH 12 BELTLINE**

The Dane County Highway Department and representatives of the City of Madison have determined that Olin Ave/John Nolen Drive (CTH MC) from Wingra Creek to USH 12 Beltline is in need of reconstruction and the design of the project will require contributions from the City of Madison and Dane County.

Funding for the design of the project is to be accomplished in accordance with past policies of cost sharing on similar CTH projects. The County's share shall not exceed \$1,075,000.

After the transfer, the department has funds available in account HWCONCAP-59234 for the project costs.

NOW THEREFORE BE IT RESOLVED that the following fund transfer be made to increase the project budget: decrease account HWCONCAP 59177 "CTH M-Valley View to Cross Country" by \$150,000 and increase account HWCONCAP 59234 "CTH MC-Wingra Creek to US12/18" by \$150,000.

NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to execute this cost sharing agreement on behalf of Dane County with the City of Madison.

BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2026, in the above-mentioned accounts be carried forward to 2027.

**COST SHARING AGREEMENT FOR THE DESIGN OF OLIN AVE/JOHN NOLEN  
DRIVE (CTH MC) FROM WINGRA CREEK TO USH 12 BELTINE**  
Between the City of Madison and Dane County

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THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as "City"), and Dane County, a quasi-municipal corporation (hereinafter referred to as "County"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

**WHEREAS**, the City, the County, and the Wisconsin Department of Transportation (WisDOT), have determined that Olin Avenue (from Wingra Creek to John Nolen Drive) and John Nolen Drive/CTH MC (from Olin Avenue to USH 12), located both in the County and in the City, is in need of reconstruction (the "Project") and the design of the Project will require contributions from the City and County; and,

**WHEREAS**, the City has entered into an agreement with WisDOT to design and construct the Project; and,

**WHEREAS**, pursuant to Section 66.0301 Wis. Stats., the City and the County wish to formalize arrangements for the local share of the Project's preliminary design engineering costs; and,

**WHEREAS**, funding is to be accomplished in accordance with past policies of cost sharing on similar projects.

**WHEREAS**, City and County anticipate entering into one or more separate agreements with one another relating to the construction and funding of the Project along with ongoing maintenance of this roadway.

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

1. The Project shall consist of reconstructing Olin Avenue (from Wingra Creek to John Nolen Drive) and John Nolen Drive/CTH MC (from Olin Avenue to USH 12) into an improved divided roadway, with sidewalk/bike lanes/multi-use paths as necessary, and turn lanes.
2. The Project is intended to be designed in 2026-2028 with construction in 2029.
3. This Agreement covers the preliminary & final design engineering and environmental assessment phase of the Project.

4. The City and County agree to joint financial participation in the costs of the Project as set forth in this agreement and the County's "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999, as shown on Attachment A which is incorporated herein as though full stated;
5. The City and the County shall share in the design engineering of the Project (50% responsibility). Estimated costs are as follows:

	Total Cost	Dane County	City of Madison
Preliminary & Final Engineering, Environmental Assessment Report	2,050,000	1,025,000	1,025,000
WisDOT Review	\$100,000	\$50,000	\$50,000
Totals	\$2,150,000	\$1,075,000	\$1,075,000

6. Prior to or concurrent with the approval of plans, specifications, estimates of cost, and authorization of WisDOT to issue the bid documents, the County and the City may execute an addendum to this Agreement which will note any additional cost sharing items and the financial commitments of the parties for the Project. Any amendments to this Agreement shall be in writing.
7. At the request of the parties, Madison shall manage the Project. Madison shall bill the County for its respective share of the design engineering costs as specified herein.
8. Payment. The County will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.
9. Joint Participation. The County and the City shall cooperate and jointly participate in the public meetings and meetings with stakeholders through the consultant selection and environmental & design phase of the Project. The consultant shall be jointly selected by the County and the City.
10. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor, or person who offers to subcontract on this Agreement, because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
11. Liability. 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.

12. 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 or persons executing this Agreement on its behalf is authorized to do so.
13. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR DANE COUNTY

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Melissa Agard, Dane County Executive

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Date

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Scott McDonell, Dane County Clerk

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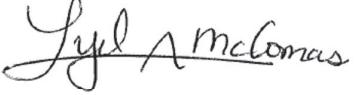
Date

FOR THE CITY OF MADISON

 Satya Rhodes-Conway, Mayor

01/06/2026

\_\_\_\_\_  
Date

 Lydia A. McComas, City Clerk

12/18/2025

\_\_\_\_\_  
Date

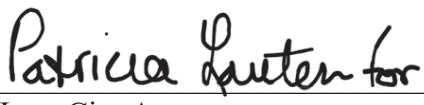
Countersigned:

 David P. Schmiedicke, Finance Director

12/22/2025

\_\_\_\_\_  
Date

Approved as to form:

 Michael Haas, City Attorney

01/05/2026

\_\_\_\_\_  
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 25-00641, ID No. 90844, adopted by the Common Council of the City of Madison on Dec. 9, 2025.

## Attachment A

### **Highway Policies: Joint Projects with Municipalities**

The following are Dane County's general policy for joint improvement projects on County Trunk Highways. It should be noted there will be no joint projects without prior County approval and funds budgeted by both units. Approval must be obtained for design and again for construction since separate budgets are involved. As part of the project review process, the County requests a copy of the municipality's up-to-date land use and transportation plans (if available). The County is also interested in the aspects of the municipality's plans (if available) that support bicycle, pedestrian, transit, and Traffic Demand Management (TDM) efforts to reduce automobile trips and congestion.

#### **Engineering**

The County will share one-half (1/2) of the engineering costs, design, and construction of all items in which the County participates. The maximum percentage for design and construction engineering costs as a percentage of actual total construction costs shall be 25% for road projects, 30% for bridge projects, and 35% for intersection/signal projects. Plans shall be approved by the County prior to letting and to any agreement for construction being signed.

#### **Right-of-way**

The County shall obtain, gain ownership, and assume all costs associated with roadway right-of-way only for projects where multi-jurisdictional control of adjoining property exists. Any further right-of-way required for municipal amenities such as turn lanes into commercial areas or sideroads, sidewalks, bicycle paths, additional lanes, or frontage roads shall be acquired by the municipality. The municipality shall acquire the needed right-of-way for the project if the municipality intends, through agreement with the County, to assume maintenance control of the County trunk after the improvement is completed.

#### **Curb & Gutter**

The County will share in the costs of curb and gutter construction. Cost participation is as follows:

- The County will share in one-half (1/2) of the costs of curb and gutter construction required along the median areas in multi-lane facilities.
- The County will share in one-half (1/2) of the costs of curb and gutter construction involved in a safety improvement project where the sole purpose of the curb and gutter is to assure proper channelizing of traffic.
- The County will share in one-half (1/2) of the costs for isolated curb and gutter where the construction of the curb and gutter is exclusively for purposes of eliminating right-of-way purchases.
- Where the Municipality has a curb and gutter assessment policy, the County will share in one-half (1/2) of the costs of the outside curb and gutter for those sections of curb and gutter that are not directly assessable to the adjacent property owner. The County will share in one-quarter (1/4) of the costs of outside curb and gutter for those sections of curb and gutter that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and Municipality.

- The County will not share in the costs of outside curb and gutter where the municipality does not have curb and gutter assessment policy.
- The Municipality shall be responsible for the future costs of the maintenance and repair of the curb and gutter.

### **Sidewalk**

- Where the Municipality has a sidewalk assessment policy, the County will share in one-half (1/2) of the costs of the sidewalk construction where those sections of sidewalk are not directly assessable to the adjacent property owner. The County will share in 1/4 of the cost of sidewalk for those sections of sidewalk that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and the Municipality.
- The County will not share in the costs of sidewalk where the municipality does not have a sidewalk assessment.
- The Municipality shall be responsible for the future costs of the maintenance and repair of the sidewalk.

### **Driveway Aprons**

The County will not share in the costs of concrete driveway apron construction.

### **Bicycle Paths**

The County will share in one-half (1/2) of the costs of a widened roadway section that is available for bicycle use. "Off-road" bicycle paths may be funded by improvement project funds. Any cost sharing for "Off-road" bicycle paths, including overhead or tunnel road crossing within the right-of-way, will be determined on an individual basis. The Municipality shall be responsible for the future costs of maintenance and repair of the bicycle paths.

### **Storm Sewers**

The County will share in one-half (1/2) the costs of all storm sewer and related structures associated with the project improvement. The County may share in the costs of the drainage structures or pipes associated with major municipal storm trunk sewer systems that pass through the project. The municipality may choose to relocate or enlarge their sewer system at the time the project is undertaken. Any cost sharing of this type will be determined on an individual basis.

### **Sanitary Sewers and Water Mains**

The County will not share in the costs of adjusting, relocating, repairing, placing, or replacing any sanitary sewer or water main, or appurtenances within or adjacent to the improvement project.

### **Bridges**

The County will share in one-half (1/2) the costs of any bridge widening or construction involved in the project.

### **Road Lighting**

The County will not share in roadway lighting costs.

### **Traffic Lights and Signing**

The County will assume the costs of highway signing, with the exception of parking or restrictive parking signs, for which the County will not share costs. The County will assume one-half (1/2) of all costs involved in traffic light installations, and will enter into contracts for their maintenance as long as signals are warranted per accepted engineering standards.

### **Roadway Pavement, Grading, and Base**

The County will share in one-half (1/2) the costs associated with the pavement, grading, and base.

### **Landscaping**

The County will share in one-half (1/2) the costs of general landscaping (seeding and sodding) within the right of way. Sodding costs assumed by the County will be limited to areas where it is intended to control erosion, or it is the only viable alternative for right-of-way restoration (areas where seed mulch won't suffice). Major plantings as requested by the municipality shall be at their expense.

### **Pavement Marking**

The County will share in one-half (1/2) the costs of all original thermoplastic center line or lane markings. The County shall share in one-half (1/2) the costs of all original thermoplastic pedestrian markings. The Municipality shall be responsible for the future costs of maintenance and repair of the pedestrian markings.

### **Jurisdictional Transfers**

The County shall consider a jurisdictional transfer where a roadway segment is improved to urban standards entirely within one municipality or where multi-jurisdictions can agree to maintain the segment. The County may determine not to participate in the project if a jurisdictional transfer cannot be achieved.

Prior to actual commencement of construction, and after the project funds have been appropriated, formal contracts will be entered into by the County and municipality which will note all cost sharing items and the financial commitments of both parties for the joint improvement projects.

This revised policy will take effect with the adoption of the 2000 budget and beyond. Projects budgeted prior (year 2000 budget) to adoption of the revised policy will not be altered.

**This policy was adopted by the Dane County Transportation Committee at its meeting on May 3, 1999.**