

**INTERMUNICIPAL AGREEMENT REGARDING
CONSTRUCTION OF FIRE STATION
("Fire Station Agreement")**

WHEREAS, the Town of Cottage Grove ("Town") and Village of Cottage Grove ("Village") entered into an Intermunicipal Agreement pursuant to Wis. Stats. §66.30 ("Fire District Agreement") to create the Cottage Grove Fire District ("District");

WHEREAS, based on recommendations from the Joint Fire Protection Committee ("FPC"), the Town and Village have agreed to and shall construct a new Fire Station on land presently owned by the Town and located in the Town;

WHEREAS, this Intermunicipal Agreement ("Fire Station Agreement") is being entered pursuant to Wis. Stats. §66.30 to describe how the Town and Village intend to and shall share in the construction and ownership responsibilities related to the new Fire Station;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Town and Village agree as follows:

1. Approval of Architect's Contract. The Town and Village approved the architect's design contract prior to execution of this Fire Station Agreement. The architect's contract is attached hereto as Exhibit A and incorporated by reference. The Town and Village shall request an amendment of the contract so that it is by and between the architect and both the Town and Village.

2. Review and Award of Bid. The Town and Village jointly authorize the FPC to solicit bids for construction of the Fire Station in accordance with municipal bidding laws. The FPC shall review the bids received and recommend awards to the Town and Village. Final award of bids shall require approval from both the Town Board and the Village Board, and shall be subject to review and approval of the construction contract.

3. Total Construction Costs. Construction costs for the New Fire Station have been estimated at an amount not to exceed \$2.55 million. Incurring a legal obligation to expend or expenditure of any amount in excess of \$2.60 million shall require prior approval by resolution of both the Town Board and Village Board.

4. Review and Approval of Construction Contract. The construction contract for the Fire Station shall be reviewed by the FPC, Village engineer, Village attorney and Town attorney, and recommendations regarding same shall be made to

the respective Boards. No final award shall be made and no contracts executed without final approval from the Town Board and the Village Board.

5. Review and Approval of Change Orders. The architect shall prepare change orders as provided in the architect's contract. (See §§ 2.6.13, 3.1.1 and 3.3.3, which are attached as Exhibit A). The architect shall provide copies of all change orders to the authorized representatives of the Town and Village and the Chair of the Fire Protection Committee, as designated herein. Approval of change orders under \$10,000.00 may be made by mutual written consent of the authorized representatives of the Town and Village, as designated herein. All other change orders shall require review and approval by both the Town Board and Village Board.

6. Allocation and Payment of Construction Costs.

a. Division of General Construction Costs. General construction costs shall include site preparation and construction of the Fire Station, exclusive of EMS facilities, in accordance with approved plans, as well as related legal and engineering costs. Actual general construction costs shall be divided and paid as follows: fifty-nine percent (59%) paid by the Town and forty-one percent (41%) paid by the Village.

b. Division of EMS Facility Construction Costs. A portion of the Fire Station will be used for the Deer-Grove EMS. The architect and engineer on the project shall provide a cost breakdown for that portion of the Fire Station that will be used by the Deer-Grove EMS. Actual construction costs attributable to the Deer-Grove EMS portion of the Fire Station shall be divided and paid as follows: fifty percent (50%) paid by the Town and fifty percent (50%) paid by the Village.

c. Payment Arrangements. The Town and Village shall ask the architect to provide directly to the Town Clerk and Village Clerk copies of all applications for payment from the contractor. The architect shall then review the applications for payment and shall provide certificates for payment to the Town Clerk and Village Clerk, all in accordance with 2.6.10. The Town and Village shall make payments approved by their respective Board directly to the contractor in a timely manner.

7. Utility Connections and Easements.

a. Water, Sanitary Sewer and Storm Sewer Extensions. The Town and Village acknowledge that extension of water and sanitary sewer into the Town for the purpose of serving a jointly operated public facility is unique and that the Village Utility's agreement to provide said extension is not intended to create a precedent for other extensions. The Town and

Village shall take any and all actions necessary to extend water service, sanitary sewer and storm sewer to the Fire Station, including expansion of the urban service area and connection to the Madison Metropolitan Sewage District. Said costs shall be shared as a general construction cost.

b. **Easements.** The Town and Village shall take any and all actions necessary to provide mutually acceptable permanent and temporary construction easements to the Village Utility for construction, maintenance and reasonable modification of the water and sanitary sewer and looping water main installed to serve the Fire Station. The permanent easements shall be on Town property located on the east side of CTH N. The temporary construction easement shall be on Town property abutting the CTH N right-of-way. Easements shall be drafted by the Village Utility for review by the Town attorney and approval by the Town Board.

c. **Enforcement.** The Town and Village agree that property located in the Town that is connected to the Village Utility shall be subject to the Village Utility's ordinances, as may be amended from time to time. The Town shall cooperate with the Village Utility in enforcing the provisions of the Village Utility's ordinances. All costs incurred by the Town related to such enforcement shall be paid by the Village Utility.

d. **Highway Access.** The Town and Village shall take any and all actions necessary to obtain highway access for the Fire Station site. Said costs shall be shared as a general construction cost.

8. **Village Acquisition of Interest in Land for New Fire Station Site.** The Town presently owns the land on which the new Fire Station will be located. The Village agrees to and shall purchase, and the Town agrees to and shall sell, forty-one percent (41%) of the Town's interest in the land on such terms as are mutually agreed to by the Town and Village. The value of the land shall be established by Associated Appraisal Consultants, Inc.

9. **Ownership of New Fire Station.** The new Fire Station (land and improvements) shall be owned jointly by the Village and Town, with the Town holding a fifty-nine percent (59%) interest and the Village holding a forty-one percent (41%) interest as of completion of construction. The deed shall identify the Village and Town as co-tenants.

10. **Town Acquisition of Old Fire Station.** The Town currently owns the land on which the existing fire station is located. The Village owns twenty percent (20%) of the improvements on the land, and the Town owns eighty percent (80%) of the improvements on the land. The Town agrees to and shall purchase, and the Village agrees to and shall sell, the Village's interest in the existing fire

station on such terms as are mutually agreed to by the Town and Village. The value of the improvements shall be established by Associated Appraisal Consultants, Inc.

11. **Authorized Representatives.** The following individuals shall serve as the authorized representatives of the Town, Village and Fire Protection Committee, until other individuals are duly authorized and the Fire Station Agreement amended accordingly.

The Town's authorized representative shall be:

~~Doug Bollig~~ *Kris Hampton*
 c/o Town Clerk - Town of Cottage Grove
 4058 CTH N
 Cottage Grove, WI 53527
 Telephone: home ~~839-4285~~ *839-4748*
work ~~271-2922~~ *271-6491*
cell _____

The Village's authorized representative shall be:

Dave Jones
 c/o Village Administrator - Village of Cottage Grove
 221 E. Cottage Grove Road
 Cottage Grove, WI 53527
 Telephone: home 839-5125
work *756-9600*
cell *575-6357*

The above authorized representatives shall serve, collectively, as the "Owner's representative" pursuant to § 4.4 of the architect's contract.

The authorized representatives shall keep their respective boards and the Fire Protection Committee apprised of the project's progress. The Fire Protection Committee shall be apprised through the Committee Chair:

Kris Hampton
 c/o Town Clerk - Town of Cottage Grove
 4058 CTH N
 Cottage Grove, WI 53527
 Telephone: home 839-4748
work *271-6491*
cell _____

12. General Provisions.

a. Approval of Fire Station Agreement. Approval of this Fire Station Agreement shall require approval by the Town Board and Village Board.

b. Distribution of Executed Fire Station Agreement. The last party executing the Fire Station Agreement shall distribute same to the Town Clerk, Village Clerk, Fire Protection Committee, Town Attorney, Village Attorney, Village Engineer, and Architect.

c. Time Frame for Performance. The parties shall work together in good faith to act in a timely manner so that necessary and prudent actions are performed as required by the Fire Station Agreement.

d. Counterparts. This Fire Station Agreement may be executed in counterparts to have the same effect as if executed in a single document.

IN WITNESS WHEREOF, the FPC, Town and Village have caused this Fire Station Agreement to be executed by their duly authorized officers.

TOWN OF COTTAGE GROVE ("TOWN")

VILLAGE OF COTTAGE GROVE ("VILLAGE")

By: Eugene Skaar
Eugene Skaar, Town Chair

By: David Jones
David Jones, Village President

Attest: Penny Ericson
Penny Ericson, Town Clerk

Attest: RA Reilly

Date: 8/7/98

Date: 8/18/98

Copies of executed Fire Station Agreement provided to:

Fire Protection Committee Chair: by _____ on _____
Village Engineer: by _____ on _____
Village Attorney: by _____ on _____
Town Attorney: by _____ on _____
Architect: by _____ on _____

