

**INTERGOVERNMENTAL COOPERATION AGREEMENT
NORTH STREET RECONSTRUCTION AND REHABILITATION**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made and entered into the dates set forth herein below by and between the Village of New Auburn, a Wisconsin municipal corporation (the “Village”) and the Town of Dovre, Barron County, Wisconsin, a Wisconsin body politic and corporate (the “Town”). (collectively the “Municipalities” or the “Parties”) pursuant to the provisions of Sec. 66.0301, Wis. Stats. for the purpose of reconstructing and rehabilitating a portion of North Street lying in the jurisdiction of both the Village and the Town.

PREAMBLE

WHEREAS, the Parties each have jurisdiction over a portion of highway running from N. East Street in the Village to Old Highway 53 in the Town, known as North Street; and

WHEREAS, the Town has jurisdiction over approximately 0.06 miles, or three hundred and seventeen (317) feet of North Street (the “Town Portion”) and the remainder of North Street remains in the Village’s jurisdiction; and

WHEREAS, both Parties’ portions of North Street are in need of reconstruction and rehabilitation; and

WHEREAS, the Parties are desirous to enter in an intergovernmental agreement pursuant to the provisions of Sec. 66.0301, Wis. Stats., to reconstruct and rehabilitate North Street and define each Party’s role in accomplishing the reconstruction and rehabilitation of North Street;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this Agreement is to document the responsibilities of the Parties related to the reconstruction and rehabilitation of North Street (the “Work”).

II. DUTIES OF THE VILLAGE OF NEW AUBURN

The Village shall individually perform, or shall contract with licensed and competent professionals to complete, the Work and shall be responsible for all costs of the Work, subject to Section III hereof. If the Village contracts with professionals to perform the Work, the Village shall comply with Wis. Stat. §§ 60.47 and 61.54. The Village, or its contractor, shall guarantee the condition of the Work on the Town Portion against all defects for a period of one year following completion of the Work.

III. DUTIES OF THE TOWN OF DOVRE

The Town shall reimburse the Village for the costs associated with the Work as it relates to the portion of North Street that falls within the Town’s jurisdiction, approximately 0.06 miles, or three hundred and seventeen (317) feet of North Street (the “Costs”). The Costs are set forth in Exhibit A attached to this Agreement. Reimbursement of the Costs shall be made within thirty (30) days after the Town’s receipt of an invoice for the same. The Village shall not approve any change

orders for the Work affecting the Town's Costs without the Town's express written consent. Further, the Town authorizes the Village to complete the Work on the Town Portion of North Street.

IV. EFFECTIVE DATE

This Agreement shall be effective as of the date the last of the Village or the Town executes this Agreement.

V. NOTICES AND INVOICES

Notices and invoices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Municipalities to:

Village of New Auburn Village Clerk-Treasurer
Village Hall
130 E. Elm Street
PO Box 100
New Auburn, WI 54757

Town of Dovre Town Clerk
Town Hall
304 25 ½ St.
Chetek, WI 54728

VI. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

VII. APPLICABLE LAW

This Agreement shall be governed under the laws of the state of Wisconsin and is made at Barron County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Barron County Circuit Court.

VIII. SECTION HEADINGS

The headings of the sections hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

IX. NON-ASSIGNMENT OF AGREEMENT

The Parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

X. MODIFICATIONS OR AMENDMENTS

There shall be no modifications to this Agreement, except in writing, signed by each and every of the Parties. Failure of a single Party to agree to an amendment shall not affect the operation of this original Agreement.

XI. INTEGRATION OF AGREEMENT

- A. This entire Agreement and understanding between the Parties is contained herein, supersedes all prior discussions and negotiations and/or previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.
- B. Notwithstanding Section A, this Agreement is complimentary to the Parties' Intergovernmental Cooperation Agreement titled "North Street and County Line Road," which is not affected or superseded by this Agreement.
- C. This Agreement may only be amended in writing and signed by all Parties. The terms and conditions of this Agreement shall extend to and bind the Parties, the officers, governing bodies, employees, representatives, successors, and assigns of the Parties.
- D. The Parties represent and warrant that they have full authority to enter into this Agreement and that any person or entity executing in a representative capacity for the party has full authority to do so.

IN WITNESS WHEREOF, the Parties hereto, having read and understood the entirety of this Agreement, and being fully authorized to do so, hereby affix their duly authorized signatures:

[SIGNATURE PAGE ON FOLLOWING PAGE]

VILLAGE OF NEW AUBURN BY:

Brad Lotts, Village President

ATTEST:

Ardith Story, Clerk-Treasurer

TOWN OF DOVRE BY:

Dean Trowbridge, Town Chairman

ATTEST:

Louise Cody, Town Clerk

EXHIBIT A

Village of New Auburn			M & P Project No.: 2022-136		
Date: 1/23/23			By: L G		
North Street - Cost of Rehabilitation for 317', Town of Dovre Cost Share					
BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	TOTALS
1	Base - 1 1/4" B.A.D	TON	\$ 18.00	131	\$ 2,358.00
2	Pulverizing Base and Asphalt	Sq Yd	\$ 1.50	775	\$ 1,162.50
3	Base - 3/4" B.A.D Shoulders	Ton	\$ 24.00	71	\$ 1,704.00
4	Asphalt Pavement - Street	Ton	\$ 125.00	143	\$ 17,875.00
5	Tack Coat	Gal	\$ 5.00	20	\$ 100.00
CONSTRUCTION TOTAL					\$ 23,199.50