

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC
CONTROL SIGNALS AND STREET LIGHTS**

Between the Village of Shorewood Hills and the City of Madison

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “Madison”), and the Village of Shorewood Hills, a Wisconsin municipal corporation (hereinafter referred to as “Shorewood Hills”), (Madison and Shorewood Hills hereinafter collectively referred to as the “Parties”) is effective as of the date by which both Parties have signed hereunder.

WITNESSETH:

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes cities, villages, towns, counties, and other public agencies to enter into agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, a key recommendation of the Madison Area Transportation Planning Board’s Regional Transportation Plan 2050 is to build a well-connected network of regional roadways to accommodate future growth and efficiently distribute traffic within the Madison Urban Area; and,

WHEREAS, Madison cannot effectively manage its own traffic without recognizing the impacts on its roadways from regional transportation; and,

WHEREAS, over time, Madison’s Traffic Engineering Division staff has developed local expertise in the installation and operation of traffic control signals and related equipment, and street lighting systems, and over time have been relied upon to assist other local municipalities in the installation, operation and maintenance of this equipment to ensure that the regional transportation network is properly functioning; and,

WHEREAS, over time, Madison’s Traffic Engineering Division staff has developed local expertise in the installation and operation of traffic control signals and related equipment, and street lighting systems, and over time have been relied upon to assist other local municipalities in the installation, operation and maintenance of this equipment to ensure that the regional transportation network is properly functioning; and,

WHEREAS, the Parties share a nearly 6,000 foot long boundary that runs along or through University Avenue, from roughly University Bay Drive/Farley Avenue west to approximately 620 feet west Maple Terrace (the “University Avenue Corridor”); and,

WHEREAS, University Avenue is also known as County Highway MS and is partially the responsibility of Dane County (the “County”); and,

WHEREAS, along the University Avenue Corridor, there are five existing traffic signals, and numerous street lights, all of which are subject to a maintenance and operation cost sharing agreement entered into by the Parties on May 3, 2018 (the “2018 Agreement”); and,

WHEREAS, the County also has an agreement with the City, dated August 19, 2020, regarding the maintenance and operation of some of the traffic signals and street lights within the University Avenue Corridor; and,

WHEREAS, the Parties have found it necessary and desirable to signalize the intersection at University Bay Drive and Marshall Court (the "Project") in order to improve traffic flow and promote safety; and,

WHEREAS, the Parties have agreed to apportion the costs of the Project and the ongoing maintenance and operation costs for the new signals, and also wish to restate the existing cost sharing agreement for the University Avenue Corridor; and,

WHEREAS, the Parties wish to consolidate in a single document the provisions of a number of agreements previously entered into, for the same services at various locations.

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. Purpose. The purpose of this Agreement for the Operation and Maintenance of Traffic Control Signals and Street Lights (the "Agreement") is to provide a mechanism for Madison to operate and maintain certain traffic control signals and street lights in Shorewood Hills and to be fully reimbursed by Shorewood Hills for the costs of these services.
2. Operation and Maintenance Services. Madison agrees to operate and maintain the traffic control signals identified on Table A and the street lights identified on Table B, both of which are attached and incorporated hereto, located in Shorewood Hills. In the performance of these services, Shorewood Hills shall accommodate any reasonable requests of Madison. Operation and maintenance of the traffic control signals and street lights shall be and remain under the direction and control of Madison.
3. Reimbursement of Expenses. Shorewood Hills agrees to reimburse Madison for Madison's expenses in operating and maintaining the traffic control signals and street lights, based upon the percentages set forth in Tables A and B. All costs of operation and maintenance of the traffic control signals and street lights incurred during normal maintenance, operation and repair, including engineering, liability insurance, and administration costs related to the equipment referenced in this Agreement, shall be subject to Shorewood Hills reimbursement under this provision. All other costs for such matters as major reconstruction and rehabilitation not associated with normal repair, maintenance, and operation shall not be reimbursable except as provided for under a separate agreement or Shorewood Hills-issued letter of authorization, if any.
4. Other Parties. Wherever the required Shorewood Hills reimbursement set forth in Tables A and B is less than 100%, Madison may enter into an agreement with any other municipality or the State of Wisconsin for additional reimbursement, provided that in

the event Shorewood Hills reimbursement together with such other additional reimbursement exceeds 100% of allowable costs, any such excess shall be a credit against amounts due from Shorewood Hills under this Agreement.

5. Payment. Reimbursement shall be remitted by Shorewood Hills to Madison within thirty (30) days after invoices are submitted to Shorewood Hills by Madison. Billings shall identify the reimbursable activity and its location, and shall be made on an annual basis.
6. Supersedes Prior Agreements. All previous agreements, written or unwritten, between the Parties relating to cost-sharing of any traffic signal or street light at any location listed in this Agreement are hereby terminated, and this Agreement supersedes any such agreement(s).
7. Record Keeping. Madison shall maintain records of its costs which shall be available for audit by Shorewood Hills at any time during Madison's normal business hours. Records of Madison's costs shall be retained for a three-year period following completion of the project or activity for which the costs were incurred.
8. Term. This Agreement shall continue indefinitely, until amended or terminated by either party.
9. Termination. Either party hereto may cancel this Agreement at any time on six months' advance written notice.
10. Relationship of Parties. Madison agrees to secure at Madison's own expense all personnel necessary to carry out Madison's obligations under this Agreement. Such personnel shall not be deemed to be employees of Shorewood Hills nor shall they or any of them have or be deemed to have any direct contractual relationship with Shorewood Hills.
11. Liability. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
12. 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.

13. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by United States mail at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the date of postmark, if sent by certified mail, postage prepaid, addressed to:

<u>Name</u>	<u>Address</u>
City of Madison	Director of Traffic Engineering 215 MLK Jr. Blvd., Room 109 Madison, WI 53703
Village of Shorewood Hills	Village Administrator 810 Shorewood Boulevard Shorewood Hills, WI 53705

14. Final Agreement. This Agreement entered into by the Parties on this date constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

15. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.

16. Miscellaneous.

- a. All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.
- b. This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

17. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed

an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and 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, Madison and Shorewood Hills have executed this Agreement effective as of the date when all parties hereto have affixed their respective signatures.

FOR THE VILLAGE OF SHOREWOOD HILLS



John Imes, Village President

2-25-2025
Date



Julie Fitzgerald, Village Clerk-Treasurer

2-25-2025
Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES ____ - _____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

TABLE A
VILLAGE OF SHOREWOOD HILLS TRAFFIC SIGNAL REIMBURSEMENT
SCHEDULE

LOCATION	SHORE WOOD HILLS SHARE (%)
University Bay Dr & Marshall Ct	100%
County Highway MS (University Ave/Campus Dr) & Farley Ave/University Bay Dr	25%
County Highway MS (University Ave) & Hill St/Shorewood Blvd	25%
County Highway MS (University Ave) & Ridge St/Marshall Ct	50%
County Highway MS (University Ave) & Hildale Way/Maple Ter	50%
County Highway MS (University Ave) & Midvale Blvd/Rose Pl	25%

TABLE B
VILLAGE OF SHOREWOOD HILLS STREET LIGHTING REIMBURSEMENT
SCHEDULE

LOCATION	SHORE WOOD HILLS SHARE (%)
County Highway MS (University Ave) – All street lights on both sides from west of Farley Ave/University Bay Dr to approximately 660 ft west of Maple Ter	25%
Joyce Erdman Place – All street lights	100%

