

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF JEFFERSON, WISCONSIN  
AND  
THE TOWN OF AZTALAN, WISCONSIN**

THIS AGREEMENT (the Agreement) is made by and between the City of Jefferson, Wisconsin (hereinafter the “City”) and the Town of Aztalan (hereinafter the “Town”), as authorized pursuant to Wis. Stat. § 66.0301 – Intergovernmental Cooperation.

Whereas, the City has decided to go forward with various street and utility projects in 2024 including repairing/resurfacing a public roadway known as “Dewey Road” (hereinafter the “Project”); and

Whereas, a portion of Dewey Road goes through lands located within the legal boundaries of the Town; and

Whereas, the City has already secured bids from various contractors to perform the work on the Project, including the portion of Dewey Road located within the Town; and

Whereas, the Town has found that it is in the best interest of its residents to cooperate with the City in repairing/resurfacing Dewey Road.

NOW THEREFORE, it is hereby agreed by and between the City and the Town as follows:

CITY OBLIGATIONS

- 1) The City has already secured and approved bids from reliable contractors to perform the work to complete the Project, including the portion of Dewey Road located within the Town.
- 2) The City will cause the work to commence during the spring/summer of 2024 and supervise same so that the work is completed in a workmanlike manner and according to the State of Wisconsin and local building codes.
- 3) The City will pay the performing contractors at various points in the construction of the Project, obtaining the proper lien releases at the time of payment.

TOWN OBLIGATIONS

- 1) The Town will reimburse the City for its portion of the Project within 30 days after being invoiced by the City.
- 2) The projected final amount to be paid by the Town to the City is as follows:

|                                      |                    |
|--------------------------------------|--------------------|
| a. Construction (bid no. 3) -        | \$157,152.00       |
| b. Contingency (10%) -               | \$15,715.00        |
| c. Engineering/Construction Admin. - | <u>\$12,500.00</u> |
| Total Projected Price -              | \$185,367.00       |

- 3) The Town acknowledges and agrees that the bid is unit-price based, meaning the final price will depend on exactly how many tons of asphalt is used, how much base repair is needed, etc., so that the final price could be more or less than the aforementioned projected price.

GENERAL PROVISIONS

1. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
2. Amendments. This Agreement may be revised, modified, or amended only upon written agreement of the Parties. All modifications, amendments, or alterations shall be set forth in writing and made a part of this Agreement by incorporated referenced.
3. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Wisconsin. Venue as to any dispute that may arise under this Agreement shall be in the Circuit Court of Jefferson County, Wisconsin.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any and all prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement.
6. Assignment. The parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights, or responsibilities contained herein, except as agreed to in writing.

IN WITNESS WHEREOF, the City and the Town both certify that this Agreement has been duly approved by their respective governing bodies in accordance with the State and local laws, rules, and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates indicated below.

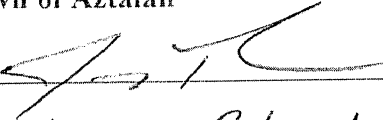
City of Jefferson, Wisconsin

By: Tim Freitag  
 Timothy Freitag  
 City Administrator

Date: 6-18-24

Town of Aztalan

By:



Jeremy Chusala

Town Board Chairman

Date:

6-12-24