

VILLAGE OF WINDSOR  
RESOLUTION 2016-32

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT WITH THE COUNTY OF DANE  
FOR 2016-2017 BRIDGE INSPECTION

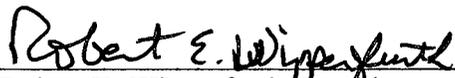
WHEREAS, in accordance with Wis. Stats. § 84.17, all municipal bridges need to be inspected; and

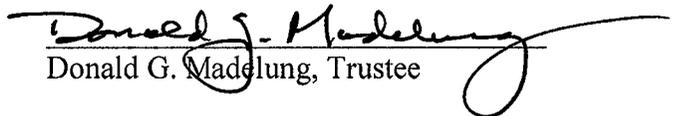
WHEREAS, the Village Board finds that the Village of Windsor has a need to secure inspection services with a qualified consultant to inspect all Village of Windsor bridges as per WisDOT and federal requirements;

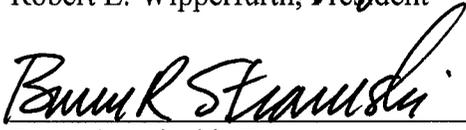
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby authorizes the execution of an agreement with the County of Dane for 2016-2017 bridge inspection services in accordance with the agreement attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 3<sup>rd</sup> day of March, 2016 by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR

  
Robert E. Wipperfurth, President

  
Donald G. Madelung, Trustee

  
Bruce Stravinski, Trustee

  
Alan Buchner, Trustee

  
Monica M. Smith, Trustee

Attest:

  
Tina Butteris  
Deputy Clerk

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Dane, hereinafter referred to as "COUNTY," and the Village of Windsor, hereinafter referred to as "MUNICIPALITY,"

WITNESSETH:

WHEREAS, pursuant to Sec. 83.035 and Sec. 66.0301, Wis. Stats. and Sec. 25.75 of the Dane County Ordinances, COUNTY is authorized to enter into agreements with local municipalities within the county relating to the financing, planning, establishing, improving, maintaining, using, regulating, vacating, and constructing of public ways within the county; and,

WHEREAS, MUNICIPALITY is desirous of having COUNTY perform work, more particularly described in Item 7 (Proposal/Estimate), on certain highways located within MUNICIPALITY'S jurisdiction;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, COUNTY and MUNICIPALITY do agree as follows:

1. COUNTY will perform or cause to be performed the road work described in Item 7 (Proposal/Estimate) in a good and workmanlike manner. The road work shall be accomplished as directed by MUNICIPALITY.
2. Each month COUNTY shall supply to MUNICIPALITY a breakdown of all costs incurred by COUNTY in performing such work for the benefit of MUNICIPALITY. MUNICIPALITY shall forthwith pay to COUNTY the entire sum of all actual costs incurred by the COUNTY in the performance of its obligations under this agreement as set forth in Paragraph 5 herein, it being expressly understood by the parties hereto that the estimate set forth in Item 7 (Proposal/Estimate) is in no way a limitation upon reimbursement to COUNTY.
3. 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.
4. Non Discrimination. In the performance of services under the Agreement, each party agrees to abide by its own equal employment, non-discrimination and Affirmative Action requirements.
5. MUNICIPALITY shall pay its obligations under this Agreement within sixty (60) days of billing by COUNTY as specified in Item 2 above, and any obligations remaining unpaid after 60 days of billing shall bear interest at the rate of six percent (6%) per annum from the date of billing.
6. Actual costs incurred by COUNTY under this Agreement include any retroactive pay increases that may be granted to COUNTY employees performing this work.



## 2016/2017 MUNICIPAL BRIDGE INSPECTION

Municipality	Road or Street	Structure No.	Bridge Location	Routine Inspection*	Fracture Critical
Village of Windsor	Windsor Road	B130234	0.5 Mile W Jct CTH CV	2	0
Village of Windsor	Portage Road	B130261	0.1 Mile N Jct STH 19	1	0
Village of Windsor	Yahara Road	B130282	1.3 Mile S Jct CTH DM	1	0
Village of Windsor	Smith Road	B130559	1.8 Mile E Jct CTH I	1	0

5 Routine Bridge Inspections at \$300 1,500

0 Fracture Critical Inspections at \$1500 0

Estimated Total **1,500**

\*IF TWO ROUTINE INSPECTIONS ARE LISTED FOR A BRIDGE AN ANNUAL INSPECTION IS REQUIRED DUE TO THE BRIDGE CONDITION. YOU WILL BE BILLED ONCE IN 2016 FOR THE FIRST INSPECTION AND A SECOND TIME IN 2017.

**THIS IS NOT AN INVOICE! THIS IS ONLY AN ESTIMATE. DANE COUNTY WILL BILL YOU FOR THE ACTUAL COSTS AFTER THE BRIDGE INSPECTIONS HAVE BEEN PERFORMED.**