

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2020-43**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE
VILLAGE OF DEFOREST AND THE WISCONSIN DEPARTMENT OF
TRANSPORTATION FOR THE YAHARA RIVER BRIDGE REPLACEMENT AND
IMPROVEMENTS**

WHEREAS, the Village of Windsor (“Windsor”) and the Village of DeForest (“DeForest”) determined that the Yahara River Bridge B130234 (“Bridge”), jointly owned by DeForest (north of centerline) and Windsor (south of centerline) is in need of replacement; and

WHEREAS, the Village of Windsor applied for, and was awarded, a grant from the Wisconsin Department of Transportation (“WisDOT”) for the replacement of the Bridge; and,

WHEREAS, in order to receive the above-referenced grant WisDOT requires Windsor to execute a State/Municipal Agreement for a State-Let Local Bridge Project; and

WHEREAS, in order for Windsor to execute the State/Municipal Agreement for a State-Let Local Bridge Project, Windsor and DeForest need to enter into an Intergovernmental Agreement; and

WHEREAS, an Intergovernmental Agreement for Yahara River Bridge Replacement and Improvements has been negotiated between Windsor and DeForest.

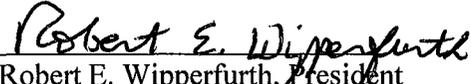
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby authorizes the Village President, Village Attorney and Staff are authorized to execute the Intergovernmental Agreement for Yahara River Bridge Replacement and Improvements attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, by the Village Board of the Village of Windsor that it hereby authorizes the Village President, Village Attorney and Staff to execute the State/Municipal Agreement for a State-Let Local Bridge Project attached hereto as Exhibit B, contingent upon execution of the above-referenced Intergovernmental Agreement for Yahara River Bridge Replacement and Improvements by DeForest.

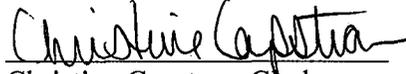
The above and foregoing resolution was duly adopted at a meeting of the Village Board of the Village of Windsor, Dane County, Wisconsin, on June 4, 2020, by a vote of _____ in favor and _____ opposed.

SIGNATURES APPEAR ON THE NEXT PAGE

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

State/Municipal Agreement for a State-Let Local Bridge Project

Intergovernmental Agreement for Yahara River Bridge Replacement and Improvements



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge
Sub-program # 205
Cycle: 2020-2025

Date **May 15, 2020**
ID **6992-00-05/75**
Road Name **Windsor Road**
Bridge ID **B-13-0234**
Location **Yahara River**
Limits **Yahara River Bridge, B-13-0234**
County **Dane County**
Project Length **153 FT**
Facility Owner **Village of Windsor and DeForest**
Project Sponsor **Village of Windsor**
Construction scheduled for State Fiscal Year **2023**

The signatory, Village of Windsor, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86 25(1), (2), and (3) and Section 66 0301 of the Statutes

NEEDS AND ESTIMATE SUMMARY

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84 18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

Complete Table A for existing and proposed improvement.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	B-13-0234		
Structure passes over	Yahara River		
Clear bridge width	30.6 FT	36 FT	
Bridge length	38 FT	53 FT	
Total length of approach work		100 FT	
Number of spans	1	1	
Special safety issues	n/a		
Sidewalk	No	No	
Sidewalk along approach	No	No	
Bicycle / pedestrian improvements required		Yes	12 FT shared-use path on south side of bridge and approaches
Improvement type as indicated on project application		Bridge Replacement – Existing Alignment	
Acquisition of right-of-way		No	
Approach width and type	28 FT	24 FT wide, Asphalt	
Approach shoulder width and type		6 FT wide, Asphalt w/curb & gutter	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

Maintenance & repair of haul roads.

The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of \$82,944. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$82,944 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of \$675,808. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$675,808 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2023**. In accordance with the State's sunset policy for **Local Bridge Program projects**, the subject **2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026**. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 6992-00-05*					
Design	\$ 89,520	\$ 71,616	80%	\$ 17,904	20% + BAL
State Review	\$ 14,160	\$ 11,328	80%	\$ 2,832	20% + BAL
<i>Project total</i>	\$ 103,680	\$ 82,944		\$ 20,736	
ID 6992-00-75**					
Participating Construction	\$ 746,000	\$ 596,800	80%	\$ 149,200	20% + BAL
Construction Engineering	\$ 89,520	\$ 71,616	80%	\$ 17,904	20% + BAL
Non-Participating Construction	\$ 500	\$ 0	0%	\$ 500	100%
State Review	\$ 9,240	\$ 7,392	80%	\$ 1,848	20% + BAL
<i>Project total</i>	\$ 845,260	\$ 675,808		\$ 169,452	
Total Est. Cost Distribution	\$ 948,940	\$ 758,752		\$ 190,188	

*Design ID 6992-00-05 federal/state funding is limited to \$ 82,944

**Construction ID 6992-00-75 federal/state funding is limited to \$ 675,808

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of Village of Windsor (please sign in blue ink)	
Name (print) Robert E. Wipperfurth	Title Village President
Signature Robert E. Wipperfurth	Date 6-4-2020 Robert E. Wipperfurth
Signed for and in behalf of the State (please sign in blue ink)	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

- 1 All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization
- 2 Work prior to federal authorization is ineligible for federal or state funding
- 3 The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following
 - a Environmental requirements, including but not limited to those set forth in the 23 U S C 139 and National Environmental Policy Act (42 U S C 4321 et seq)
 - b Equal protection guaranteed under the U.S Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis Stat 16 765 The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation
 - c Prevailing wage requirements, including but not limited to 23 U S C 113
 - d Buy America Provision and its equivalent state statutes, set forth in 23 U S C 313 and Wis Stat 16 754
 - e Competitive bidding and confidentiality requirements set forth in 23 U S C 112 and Wis Stat 84 06 This includes the sharing of financial data prior to the conclusion of the competitive bid period
 - f All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies
 - g Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U S C 144

- h State statutes that govern the Local Bridge Program, including but not limited to Wis Stat 84 18
- i Bridge approaches funding policy The Federal Highway Administration (FHWA) and Wis Stat 84 18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards) On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage
- j State administrative rule that implements Local Bridge Program Ch Trans 213

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4 Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 Local Bridge Program Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project
 - a The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind
 - b The substructure, superstructure, grading, base, pavement, and other related bridge and approach items
 - c Storm sewer mains necessary for the surface water drainage
 - d Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main)
 - f Signing and pavement marking
 - g New installations or alteration of street lighting and traffic signals or devices
 - h Landscaping
 - i Preliminary engineering and design
 - j State review services
- 5 State is authorized by Wis Stat 84 18(6) to exercise whole supervision and control over the construction of the project The work will be administered by the State and may include items not eligible for federal/state participation
- 6 As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7 Work necessary to complete the 2020–2025 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below
 - a New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities

- b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage
 - c. Detour routes and haul roads The municipality is responsible for determining the detour route
 - d. Conditioning, if required and maintenance of detour routes
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement
 - f. All work related to underground storage tanks and contaminated soils
 - g. Street and bridge width in excess of standards
 - h. Real estate for the improvement
- 8 This line intentionally left blank
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards) On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage
- 10 The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted
- 11 Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
- 12 The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
- 13 The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis Stat 51 01 (5), sexual orientation as defined in Wis. Stat 111 32 (13m), or national origin
- 14 The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State The written request shall explain the reasons for project implementation delay and revised timeline for project completion
- 16 If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project
- 17 The Municipality will at its own cost and expense

- a Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year
- b Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction
- c Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street
- d Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects
- e Provide complete plans, specifications, and estimates to State upon request
- f Provide relocation orders and real estate plats to State upon request
- g Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls
- h. Provide maintenance and energy for lighting
- i Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause

18 It is further agreed by the Municipality that

- a The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission
- c The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays
- d All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA
- e The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its

own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future

- f The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618 1, 108 7, 107 8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis Stat 349 16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618 0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 19 The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 20 The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work, or because of any act or omission, neglect or misconduct of the Municipality or its sureties, or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties, or any other law, ordinance, order or decree relating to the Municipality's operations.
- 21 Contract modification. This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 22 Binding effects. All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
- 23 Choice of law and forum. This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 24 Non-appropriation of funds. With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 25 Maintenance of records. During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete

26 The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions

- a **ID 6992-00-05** Design is funded with 80% state/federal funding up to a funding limit of \$82,944, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$82,944 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
- b **ID 6992-00-75** Construction
 - i Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$675,808, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$675,808 state/federal funding limit.
 - ii Non-participating costs for maintenance & repair of haul roads are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]

**INTERGOVERNMENTAL AGREEMENT FOR
YAHARA RIVER BRIDGE REPLACEMENT AND IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Village of DeForest, a Wisconsin municipal corporation (hereinafter referred to as “DeForest”), and the Village of Windsor; a Wisconsin municipal corporation (hereinafter referred to as “Windsor”) effective on the date of the last signature hereto:

WHEREAS, DeForest and Windsor determined that the Yahara River Bridge B130234 (hereinafter referred to as “Bridge”), jointly owned by DeForest (north of centerline) and Windsor (south of centerline) is in need of replacement, and

WHEREAS, Windsor, with the support of DeForest, applied for state assistance (WISDOT 2020 - 2025 Local Bridge Program), to replace the Bridge, application attached hereto as Exhibit A; and

WHEREAS, Windsor, as project sponsor, was notified by the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors the Bridge has been awarded state funding per WISDOT replace-in-kind policy, as depicted in Exhibit B, attached hereto, with the Bridge funding currently scheduled in State Fiscal Year 2023; and

WHEREAS, the State of Wisconsin Department of Transportation (hereinafter the State), has provided a State/Municipal Agreement for A State-Let Local Bridge Project, attached as Exhibit B, for execution by Windsor, the project sponsor; and

WHEREAS, the funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT replace-in-kind policy (limited to the structure and approach); and

WHEREAS, DeForest and Windsor have agreed to each assume one-half of the locally funded costs for this project, as specifically provided below; and

WHEREAS, DeForest and Windsor may elect, at their cost, to design a bridge or elements that exceed the current replace-in-kind policy, or that exceed minimum bridge standards; and

WHEREAS, DeForest and Windsor desire to design and add elements to the Bridge, at the cost of the benefitting municipality, to widen the bridge deck and to allow for pedestrian and bike traffic; and

WHEREAS, pursuant to section 66.0301, Wis. Stats., DeForest and Windsor wish to memorialize their understandings with respect to the scope of the work to be performed and the payments to be made.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of DeForest and Windsor hereinafter set forth, the receipt and sufficiency of which is acknowledged by DeForest and Windsor, DeForest and Windsor do agree as follows:

1. To comply with all municipal responsibilities and other terms of the State-Let Local Bridge Project I.D.: 6992-00-05/75 attached hereto as Exhibit B, as applicable to the portion of the work performed in the jurisdiction of each.
2. Windsor will execute the State/Municipal Agreement for a State-Let Local Bridge Project on behalf of DeForest and Windsor.
3. **Bridge Project Design Cost Allocation:** Project design costs are funded with up to 80% state funding not to exceed \$82,944. DeForest and Windsor will equally pay all costs for the project design which are not paid by the State.
4. **Bridge Project Construction Cost Allocation:** Project construction costs are funded with up to 80% state funding not to exceed \$675,808. DeForest and Windsor will equally pay all costs for the project construction which are not paid by the State. Notwithstanding the above-referenced cost sharing provisions of section 3 and 4, all real estate, railroad, utility, and other costs which are 100% locally funded and shall be paid by the party whose municipal boundaries include the real estate in which such costs are incurred.
5. **Non-Participating Bridge Cost Allocation.** Each party shall pay 100% of the cost of all non-participating work set forth in Exhibit B which is within their respective municipal boundaries. DeForest will pay for non-participating costs of the northern section of the Bridge and Windsor will pay for the non-participating costs of the southern section of the Bridge.
6. **Non-Participating Bridge Design Services.** DeForest and Windsor shall determine the non-participating specifications for their municipalities required for inclusion in the Request for Proposal for Engineering Design Services.
7. **Engineering Design Services.** Windsor, as the project sponsor, shall be responsible for the development and advertising of the Request for Proposals for Engineering Design Services and selection of Engineering Design Service provider. Prior to selecting a provider, Windsor shall consider input from DeForest.
8. **Bridge Project.** Windsor, as the project sponsor, shall be responsible for awarding a single contract for the Bridge to the lowest qualified bidder, as determined by Windsor in accordance with its customary procedures. Prior to awarding the contract, Windsor shall provide the bid responses to DeForest and consider input from DeForest.
9. **Payment of Project Costs.** Windsor, as the project sponsor, shall be responsible for payments due to the engineer and contractor for the costs of the Bridge and shall pay all such amounts as they become due. Windsor shall invoice DeForest for DeForest's portion of the project costs when such costs become payable by Windsor, and DeForest

shall make payment of the invoiced amounts not later than thirty (30) days after invoicing. If progress payments are due upon partial completion of any work including improvements in DeForest, Windsor shall have the option to invoice DeForest for its share of any progress payments due, or invoice the entire DeForest share of the costs upon substantial completion of the Bridge.

10. **Warranties.** Windsor shall not be responsible for defects in materials or workmanship with respect to the improvements governed by this Agreement, but shall assign to DeForest any warranty or contract rights Windsor may have to the extent they apply to the work performed in DeForest.
11. **Amendment.** This Agreement may only be amended in writing upon agreement by both DeForest and Windsor.
12. **Governing Law.** This Agreement shall be governed by and construed according to the Laws of the State of Wisconsin.
13. **Entire Agreement.** This Agreement represents the entire agreement between DeForest and Windsor regarding the subject matter hereof and may only be amended by a written agreement executed by DeForest and Windsor.
14. **Reserved Powers.** Nothing in this Agreement shall be construed to prevent either DeForest or Windsor from recovering any portion of the costs paid in connection with the Bridge from third parties by agreement, special assessment, special charge, utility rates or charges, or any other means authorized by law. DeForest's obligation to make required payments to Windsor under this Agreement shall remain in effect until such time as said obligation has been paid in full, regardless of any cost recovery from others.

[signature blocks appear on following page]

VILLAGE OF DEFOREST

Date Signed: _____

Judd Blau, Village President

Date Signed: _____

LuAnn Leggett, Deputy Administrator/Clerk

VILLAGE OF WINDSOR

Date Signed: 6-9-2020

Robert Wipperfurth
Robert Wipperfurth, Village President

Date Signed: 6-4-2020

Christine Capstran
Christine Capstran, Village Clerk



WisDOT 2020-2025 Local Bridge Program Application

NOTE: This application is required for each new potential 2020-2025 program cycle project. Please review

Local Bridge Application Instructions

Project Description

Project Sponsor: **Village of Windsor** Facility Owner: **Village of Windsor/DeForest**

Project Location:

Municipality: **Village of Windsor/DeForest** County: Dane

On Route: Windsor Road

At Route (Start): CTH CV Offset: 0.5 (miles)

Toward Route (End): River Road

Note: Attach an 8½ x 11 map showing the project location. A WISLR map is REQUIRED (refer to the following link: <http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>)

Existing Bridge ID#: B-13-0234

Length of Project: 148 (feet)

Average Daily Traffic (ADT): 1800 ADT Year: 2015 Posted or Statutory Speed Limit(s): 25 (mph)

Functional Classification: **Minor Arterial**

Existing Facility

Bridge Type: **Bridge** If Other, specify:

Feature the Structure Passes Over: Yahara River

Clear Roadway Width of Bridge: 28.1 (feet) Bridge Length: 38 (feet)

Number of Spans: 1 Approach Pavement Width: 28 (feet)

Is the bridge on the current WisDOT Bridge List? Yes No

Most Recent Inspection Date: 10/3/2018

Bridge Build Year: 1964

Bridge Rehabilitation Year: N/A

Is scour currently a problem? Yes No

Has flooding (overtopping) of the bridge been observed? Yes No

Is debris accumulation and clogging currently a problem? Yes No

Current Load Posting: 20 Tons

Sufficiency Rating: 48

Structurally Deficient

Functionally Obsolete

Existing sidewalk? Yes No

Are sidewalks designated as part of a regional or local bicycle or pedestrian system? Yes No
Existing bicycle/pedestrian accommodations? Yes No

Are bicycle/pedestrian accommodations designated as part of a regional or local bicycle or pedestrian system?

Yes No

Lighting: **SELECT** Lighting Style: **SELECT**

Approach Pavement Type: **Asphalt**

Sub-standard alignment? Horizontal: Yes No

Vertical: Yes No

Is the bridge subject to a local resolution or ordinance on gross vehicle and axle weight limits for Implements of Husbandry (IoH) and Agricultural Commercial Motor Vehicles (Ag CMVs) per 2013 Wisconsin Act 377?

Yes No

Does a railroad facility exist within 1,000 feet of the project limits? Yes No If yes, specify: **SELECT**

NOTE: Rail improvements are not eligible for Local Bridge program funding.

Known safety issues? Yes No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

Project Justification

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as deck or abutment condition, structural element deterioration or substandard width, etc. Include and separately identify any 100% locally funded components of the project that are part of the overall improvement.

The existing structure deck is 30.6 feet wide, 28 feet of that is traffic lane. The bridge lies between two highly used sidewalk and bike path systems. The existing structure has been de-rated from 40 tons to 20 tons and was constructed in 1964. Besides structural improvements, the bridge needs extensive deck and railing refurbishment.

Proposed Improvement

NOTE: Applicants should refer to the traffic data and design standards information in the instructions prior to completing this section of the application.

NOTE: Per Trans 213, an independently funded engineering study must be undertaken prior to application for all proposed bridge rehabilitation projects. Link to Trans 213:
https://docs.legis.wisconsin.gov/code/admin_code/trans/213.pdf

NOTE: An optimal work recommendation created by the WisDOT Bureau of Structures is available at the WisDOT Local Project Tools webpage:

<http://wisconsin.dot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

Improvement Type: Bridge Replacement: **Existing Alignment**

Bridge Rehabilitation: **SELECT** If Other, specify:

NOTE: If the Improvement Type is a Bridge Rehabilitation, a copy of the Rehabilitation Report that was approved by the Bureau of Structures is required to be submitted with this application. If possible, please submit applications requiring a bridge rehabilitation report by July 15, 2019.

Structure Type: **Bridge** If Other, specify:

Clear Roadway Width of Bridge: 36 (feet) Bridge Length: 48 (feet) Number of Spans: 1

NOTE: Approach costs are limited to only those costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).

Total Approach Work: **Standard (up to 100 feet)**

Approach #1 – Direction from Bridge: **West**

Approach #1 Length: 50 (feet)

Approach #2 – Direction from Bridge: **East**

Approach #2 Length: 50 (feet)

Approach Pavement Type: **Asphalt**

Approach Pavement Width: 32 (feet)

Approach Shoulder Type: **Curb and Gutter**

Approach Shoulder Width: 2 (feet)

Sidewalk Width: 5 (feet) Length: 100 (feet)

Are bicycle/pedestrian accommodations required? Yes No If yes, specify: 12 foot shared-use path opposite side of road/bridge to proposed sidewalk

Lighting: **SELECT** Lighting Style: **SELECT**

Bridge Rail

Beam Guard

Traffic Management During Construction: **Road Closed with Detour**

Do you anticipate submittal of an exception to standards request? Yes No

If yes, please describe:

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Archaeological sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Historical sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Lakes, waterways, floodplains	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
If located in floodplain, specify <input type="checkbox"/> Zone A <input checked="" type="checkbox"/> Zone AE - if Zone AE , provide Base Flood Elevation 873.0				
Wetland	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Upland habitat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Section 4(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Section 6(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:

Freight/Implements of Husbandry (IOH)

Intersects with state freight networks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Increases access for IOH or freight vehicles	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Facilitates improvement to "last mile"	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): None

Has there been any real estate acquired or transferred in anticipation of this project? Yes No

If yes, please explain.

Right of Way (NOTE: It is recommended that local funds be used to acquire right of way)

Check all that are applicable.

- None Less than 1/2 acre More than 1/2 acre
- Parklands Large parcels Temporary interests

Other Funding Sources: Has the municipality anticipated, requested or been approved for other federal or state funding from WisDOT for the improvement? Yes No If yes, please indicate all of the other funding sources that are anticipated, have been requested or approved with the associated project ID(s):

- Highway Safety Improvement Program (HSIP) Anticipated Requested Approved ID:
- Local Roads Improvement Program (LRIP) Anticipated Requested Approved ID:
- Railroad Programs (see instructions) Anticipated Requested Approved ID:
- Surface Transportation Program - Rural Anticipated Requested Approved ID:
- Surface Transportation Program - Urban Anticipated Requested Approved ID:
- Congestion Mitigation and Air Quality (CMAQ) Anticipated Requested Approved ID:
- Transportation Alternatives Program Anticipated Requested Approved ID:
- Transportation Economic Assistance Program Anticipated Requested Approved ID:
- Disaster Damage Aids Anticipated Requested Approved ID:
- Other: Anticipated Requested Approved ID:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority, and Scheduling (Do not include pages A-5 or A-6 in the Concept Definition Report (CDR)).

Applicants should reference the following WisDOT web page prior to completing this section of the application: <http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

NOTE: Requesting design and construction projects to be scheduled in the same fiscal year is not allowed. All applications must include a sheet documenting the calculations performed to create the estimate(s).

Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable):

Construction:

Basis for Construction Estimate: Itemized Per SF WisDOT Bureau of Structures Cost Estimate Tool

Past Projects Other, specify: Average Unit Pricing and Bridge Cost Estimating per SF

Project Priority: 6

FY 2021 FY 2022 FY 2023 FY 2024 FY 2025

Structure:

Federal Share of the Participating Construction Cost (80%)	\$684,000
Local Share of the Participating Construction Cost (20%)	\$171,000
Non-Participating Construction Cost (100% Local)	\$0

Approaches:

Federal Share of the Participating Construction Cost (80%)	\$44,000
Local Share of the Participating Construction Cost (20%)	\$11,000
Non-Participating Construction Cost (100% Local)	\$0

A. Subtotal Construction Costs	\$910,000
B. Construction Engineering Costs	\$136,500
B. State Review for Construction (Provided by WisDOT Region)	\$50,100

Construction with State Review Cost Estimate (sum lines A, B and C)	\$1,096,600
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Design:

100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

80% Federally Funded ("state review only" projects are not allowed)

Project Priority: 5

FY 2021 FY 2022 FY 2023 FY 2024 FY 2025

A. Plan Development (Provided by WisDOT Region)	Percentage: 12 %	\$109,200
B. State Review for Design (Provided by WisDOT Region)	Percentage: 10 %	\$10,920
Design with State Review Cost Estimate (sum lines A and B)		\$120,120

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

CONFIDENTIAL INFORMATION (continued)

Real Estate: (Must be funded with local funds.)

Project Priority:

FY 2021 FY 2022 FY 2023 FY 2024 FY 2025

Total Real Estate Cost (round to next \$1,000) \$

Cost Estimate, Project Priority, and Scheduling

Utility: (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

FY 2021 FY 2022 FY 2023 FY 2024 FY 2025

Total Utility Cost (round to next \$1,000) \$

NOTE: WisDOT Utility Policy link: <http://wisconsin.gov/rdwy/fdm/fd-18-00toc.pdf>

WisDOT Information – Shaded area to be completed by WisDOT staff only.

Additional Confidential Information	
FOR WISDOT USE ONLY – enter the following information at application review	
Wisconsin Region Application Reviewer:	Date:
WisDOT Region Comments on Application:	

FOR WISDOT USE ONLY – enter the following information after project approval				
Approved Federal Funding Amount:	Construction: \$	Design: \$	Real Estate: \$	Utility: \$
Approved State Funding Amount:	Construction: \$	Design: \$	Real Estate: \$	Utility: \$

Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page. **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application.**

- a. All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.
- b. A federally funded design project must be tied to a construction project. Standalone design projects are no longer eligible for funding.
- c. Only new projects may apply. Existing projects are ineligible for additional funds through the rating and ranking process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes.
- d. Federally funded projects must be designed in accordance with all application federal design standards (even if the design for a federally funded project was 100% locally funded).
- e. The sponsor must provide matching dollar funding of at least 20% of project costs.
- f. The sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- g. As the work progresses, the state will bill the project sponsor for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- h. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly authorized officers or officials, agrees and authorizes the state to set off and withhold the required reimbursement amount as determined by the state from any moneys otherwise due and payable by the state to the municipality.
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.
- k. The sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of design and construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same up to 80% federal/state and minimum 20% local match requirements.
- l. Transportation construction projects using federal funds, except sidewalks, are likely general improvements that primarily benefit the public at large and for which special assessments cannot be levied under s. 66.0703, Wis. Stats. Municipalities desiring to obtain the required local project funding through special assessments levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App 83.

I confirm that I have read and understand project conditions (a) through (l) listed above:

Name: Robert E. Wipperfurth

Title: Village President

Accepted (please type your initials here electronically): rw

Contact Information and Signatures

Application prepared by a consultant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, consultant information and signature required below.	
Consultant Company Name: Baxter & Woodman, Inc. Company Location (City, State): Madison, WI	
Consultant Signature (electronic only): Gerald D. Groth, P.E. Date: 8/8/2019	
NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project. A municipality could start their consultant selection process early enough and make the application part of the scope of services with the understanding that all costs incurred prior to authorization will be the responsibility of the local municipality. See FDM 8-5-3 for additional information: http://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf	
Sponsor Agency: Village of Windsor	
Contact Person: Robert E. Wipperfurth	(Note: must be Head of Government or Designee)
Title: Village President	
Address: 4084 Mueller Road, Deforest, WI 53532	
Telephone: 608-846-2703	
Email: rwipperfurth@windsorwi.gov	
Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below confirms that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.	
Head of Government/Designee Signature (electronic only): Robert E. Wipperfurth Date: 8/8/2019	
Local Unit of Government Agency (when owner differs from sponsor):	
Owner Signature (when owner differs from sponsor) (electronic only): Date:	

WisDOT Information – Shaded area to be completed by WisDOT staff only.

FOR WISDOT USE ONLY – enter the following information at application review	
NOTE: Please add any WisDOT application comments in the comments section on Confidential page A-6.	
Subprogram:	Project Improvement Type:
Anticipated Environmental Document Type (e.g., CE, ER, EA, EIS):	
Region Reviewer's Name:	
Reviewer's Title:	
Date Received:	
WisDOT Region Reviewers Signature:	Date:
FOR WISDOT USE ONLY – enter the following information after project approval	
Project ID(s):	