

RESOLUTION NO. 2022-34

**VILLAGE OF YORKVILLE
RACINE COUNTY, WISCONSIN**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE
VILLAGE OF RAYMOND AND THE WISCONSIN DEPARTMENT OF
TRANSPORTATION FOR THE 2 MILE ROAD BRIDGE REPLACEMENT PROJECT**

**THE VILLAGE BOARD OF THE VILLAGE OF YORKVILLE, RACINE COUNTY,
WISCONSIN, RESOLVES AS FOLLOWS:**

RECITALS

WHEREAS, consulting engineers retained by Yorkville for its 2021 bridge inspection program recommend replacement of the bridge structure and related improvements for the 2 Mile Road Bridge over the West Branch of the Root River Canal (“Project”) for the reasons set forth in their engineering report dated May 5, 2021; and

WHEREAS, the Village of Yorkville applied for state/federal financial assistance for the Project through the Wisconsin Department of Transportation (“WisDOT”) 2022-2027 Local Bridge Program; and

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

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

WHEREAS, an Intergovernmental Agreement related to the 2 Mile Road Bridge Replacement Project has been negotiated between Yorkville and Raymond.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Yorkville that it hereby authorizes the Village President and Village Administrator/Clerk to execute the Intergovernmental Agreement Between the Village of Raymond and the Village of Yorkville Related to the 2 Mile Road Bridge Replacement Project attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, by the Village Board of the Village of Yorkville that it hereby authorizes the Village President and Village Administrator/Clerk 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.

This Resolution was adopted by the Yorkville Village Board on September 26, 2022.

VILLAGE OF YORKVILLE

Ayes: 5

Nays: 0

Abstentions: 0

Absences: 0

By: /s/ Douglas Nelson
Douglas Nelson, President

Attest: /s/ Michael McKinney
Michael McKinney, Administrator/Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RAYMOND
AND THE VILLAGE OF YORKVILLE RELATED TO THE 2 MILE ROAD BRIDGE
REPLACEMENT PROJECT**

THIS AGREEMENT ("Agreement"), effective as of the date last executed by any party below, is made and entered into by and between the Village of Raymond, a Wisconsin municipal corporation (hereinafter referred to as "Raymond"), and the Village of Yorkville, a Wisconsin municipal corporation (hereinafter referred to as "Yorkville").

RECITALS

WHEREAS, consulting engineers retained by Yorkville for its 2021 bridge inspection program recommend replacement of the bridge structure and related improvements for the 2 Mile Road Bridge over the West Branch of the Root River Canal ("Project") for the reasons set forth in their engineering report dated May 5, 2021; and

WHEREAS, Yorkville applied for state/federal financial assistance for the Project through the Wisconsin Department of Transportation ("WisDOT") 2022-2027 Local Bridge Program. Attached as **Exhibit A** is a copy of the application submitted to WisDOT; and

WHEREAS, Yorkville, as Project sponsor, was notified by the WisDOT Division of Transportation System Development that the Project has been awarded federal/state funding, as set forth in **Exhibit B**, attached hereto, with the funding currently scheduled in state fiscal year 2024; and

WHEREAS, WisDOT has provided a State/Municipal Agreement for a State-Let Local Bridge Project, attached as **Exhibit C**, for execution by Yorkville; and

WHEREAS, 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; and

WHEREAS, Raymond and Yorkville are jointly responsible for the maintenance and/or replacement costs associated with the 2 Mile Road Bridge over the West Branch of the Root River Canal; and

WHEREAS, pursuant to Wis. Stat. Section 66.0301, Raymond and Yorkville 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 recitals and the following mutual covenants and conditions, Raymond and Yorkville agree as follows:

1. To comply with all municipal responsibilities and other terms of the State-Let Local Bridge Project I.D.: 2702-00-05/75.
2. Yorkville shall execute the State/Municipal Agreement for a State-Let Local Bridge Project on behalf of Raymond and Yorkville.
3. **Bridge Project Design Cost Allocation:** Eighty percent (80%) of Project design costs are covered by federal/state funding, not to exceed \$52,400. Raymond and Yorkville will equally pay all costs for the Project design which are not covered by federal/state funding.
4. **Bridge Project Construction Cost Allocation:** Eighty percent (80%) of Project construction costs are covered by federal/state funding, not to exceed \$431,920. Raymond and Yorkville will equally pay all costs for the Project construction which are not covered by federal/state funding.
5. **Non-Participating Bridge Cost Allocation.** Each party shall pay 50% of the cost of all non-participating work set forth in Exhibit C.
6. **Engineering Design Services.** Yorkville shall be responsible for following the process required by WisDOT for selecting an Engineering Design Service provider. Prior to selecting a provider, Yorkville shall consider input from Raymond.
7. **Payment of Project Costs.** Yorkville shall be responsible for payments due to WisDOT for the local portion of the costs of the Project, and shall pay all such amounts as they become due. Yorkville shall invoice Raymond for Raymond's portion of the Project costs when such costs become payable by Yorkville, and Raymond shall make payment of the invoiced amounts not later than thirty (30) days after invoicing.
8. **Governing Law.** This Agreement shall be governed by and construed according to the Laws of the State of Wisconsin.
9. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between Raymond and Yorkville regarding the subject matter hereof and may only be amended by a written agreement executed by Raymond and Yorkville.
10. **Reserved Powers.** Nothing in this Agreement shall be construed to prevent either Raymond or Yorkville from recovering any portion of the costs paid in connection with the Project from third parties by agreement, special assessment, special charge, utility rates or charges, or any other means authorized by law. Raymond's obligation to make required payments to Yorkville 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.

Dated this 26 day of Sept, 2022.

VILLAGE OF RAYMOND

By: Kari Morgan
Kari Morgan
Village President

Attest: Linda M. Terry
Linda M. Terry
Village Clerk

Dated this _____ day of _____, 2022.

VILLAGE OF YORKVILLE

By: _____
Douglas Nelson
Village President

Attest: _____
Michael McKinney
Village Administrator/Clerk

until such time as said obligation has been paid in full, regardless of any cost recovery from others.

Dated this _____ day of _____, 2022.

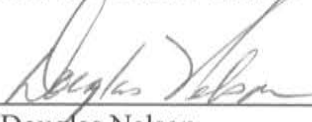
VILLAGE OF RAYMOND


By: _____
Kari Morgan
Village President

Attest: _____
Linda M. Terry
Village Clerk

Dated this 26th day of September, 2022.

VILLAGE OF YORKVILLE

By:  _____
Douglas Nelson
Village President

Attest:  _____
Michael McKinney
Village Administrator/Clerk



WisDOT 2022-2027 Local Bridge Program Application

NOTE: This application is required for each new potential 2022-2027 program cycle project. Please review the application instructions (see link below) to assist you in completing the application.

[Local Bridge Application Instructions](#)

Project Description

Project Sponsor: **Village of** Yorkville Facility Owner: **Village of** Yorkville

Project Location:

Municipality: **Village of** Yorkville County: Racine

On Route: Two Mile Road

At Route (Start): CTH U Offset: .9 (tenths of a mile)

Toward Route (End): 53rd Drive

Note: Attach an 8½ x 11 map showing the project location. A WISLR map is REQUIRED (refer to the following link:

<http://wisconsin.dot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>

Existing Bridge ID#: P-51-056

Length of Project: 250 (feet)

Average Daily Traffic (ADT): 94 ADT Year: 2015 Posted or Statutory Speed Limit(s): 55 (mph)

Functional Classification: **Local Road**

Existing Facility

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

Feature the Structure Passes Over: West Branch of Root River Canal

Clear Roadway Width of Bridge: 30 (feet) Bridge Length: 43.3 (feet)

Number of Spans: 1 Approach Pavement Width: 22 (feet)

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

Most Recent Inspection Date: April 12, 2021

Bridge Build Year: 1973

Bridge Rehabilitation Year: NA

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: 10 TON

Sufficiency Rating: 39.9

Structurally Deficient

Functionally Obsolete

Existing sidewalk? Yes, one side Yes, both sides No

Existing bicycle accommodations? Yes No

If YES to either of previous two questions, 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

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

Owner of Railroad facility:

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

NOTE: If there are pertinent railroad considerations, design funds may be included for Railroad Review Costs.

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

Is this project within a F4R site? Yes No If yes, has an evaluation been completed:

NOTE: Refer to the following link, *Facilities Repeatedly Requiring Repair and Reconstruction (F4R)*

<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/f4r.aspx>

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, substandard width or substandard features that are problematic. Include and separately identify any 100% locally funded components of the project that are part of the overall improvement.

This structure has significant spalling along the edge of the deck with exposed rebar, delamination, and cracking throughout the deck. The wear surface is severely deteriorated and has extensive pop outs and cracking. There is also significant erosion around the tip of the SE wing and the culvert running along it. The erosion has begun undercutting the field entrance in the SE quadrant of the structure. The bridge may be subject to being over topped by the canal during a prolonged and heavy rain storm event.

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 Toolswebpage:

<http://wisconsindot.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 (BOS) is required to be submitted with this application. Submitting the bridge rehabilitation report to the BOS by August 13, 2021 will ensure that the state review will be complete by the October 15 due date for the application.

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

Clear Roadway Width of Bridge: 30 (feet) Bridge Length: 43.3 (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.) WisDOT approval is needed at application for approach lengths greater than 100 feet. See FDM 3-20-1 for additional details.

Total Approach Work: **Up to 100 feet (desirable)**

Approach #1 – Direction from Bridge: **East** Approach #1 Length: 100 (feet)

Approach #2 – Direction from Bridge: **West** Approach #2 Length: 100 (feet)

Approach Pavement Type: **Asphalt** Approach Pavement Width: 22 (feet)

Approach Shoulder Type: **Gravel** Approach Shoulder Width: 3 (feet)

Sidewalk One side or both: Width: (feet) Length: (feet)

Are bicycle/pedestrian accommodations required as part of a local or regional plan? Yes No If yes, specify:

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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input 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:
<u>If located in floodplain, specify</u> <input type="checkbox"/> Zone A <input checked="" type="checkbox"/> Zone AE - <u>if Zone AE</u> , provide Base Flood Elevation 699.4				
Wetland	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input 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 checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): Yes No

If yes, please explain.

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 ½ acre More than ½ acre
 Parklands Large parcels Temporary interests

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

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.

NOTE: 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:

Project Priority: 1

FY 2023 FY 2024 FY 2025 FY 2026 FY 2027

	Total	State/Fed Share (80%)	Local Share (20%)
Participating Structure Cost	\$465,000.00	\$372,000.00	\$93,000.00
Participating Approach Cost	\$20,500.00	\$16,400.00	\$4,100.00
Total Participating Construction Cost	\$485,500.00	\$388,400.00	\$97,100.00
Non-Participating Structure Cost (100% Local)	\$	\$0	\$
Non-Participating Approach Cost (100% Local)	\$	\$0	\$
Total Non-Participating Construction Cost	\$	\$0	\$
A. Subtotal Construction Costs	\$485,500.00	\$388,400.00	\$97,100.00
B. Construction Engineering Costs (Coordinate with WisDOT Region)	\$34,000.00	\$27,200.00	\$6,800.00
C. State Review for Construction (Provided by WisDOT Region)	\$20,400.00	\$16,320.00	\$4,080.00
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$539,900.00	\$431,920.00	\$107,980.00

NOTE: All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. WisDOT Region staff, in agreement with the local sponsor, may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

Design:

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

80% State/Federally Funded (“Design Only” projects are not allowed)

Project Priority: 2

FY 2023 FY 2024 FY 2025 FY 2026 FY 2027

	<u>Total</u>	<u>State/Fed Share</u>	<u>Local Share</u>
A. Design Plan Development	\$43,300.00	\$34,640.00	\$8,660.00
B. State Review for Design (Provided by WisDOT Region)	\$22,200.00	\$17,760.00	\$4,440.00
Total Design Cost Estimate with State Review (sum lines A and B)	\$65,500.00	\$52,400.00	\$13,100.00

NOTE: WisDOT Region staff, in agreement with the local sponsor, 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.

NOTE: Costs for Railroad Review of plans will be added to the design costs when there are railroad considerations.

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

Project Priority: 0

FY 2023 FY 2024 FY 2025 FY 2026 FY 2027

Total Real Estate Cost (round to next \$1,000) **\$0**

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

Project Priority: 0

FY 2023 FY 2024 FY 2025 FY 2026 FY 2027

Total Utility Cost (round to next \$1,000) **\$0**

WisDOT Utility Policy link: <http://wisconsindot.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:	Approved State Funding Amount:
Construction: \$	Construction: \$
Design: \$	Design: \$
Real Estate: \$	Real Estate: \$
Utility: \$	Utility: \$
TOTAL: \$	TOTAL: \$

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. Stand alone 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: Michael McKinney

Title: Administrator/Clerk

Accepted (please type your initials here electronically): MM

Contact Information and Signatures

Application prepared by a consultant? Yes No If yes, consultant information and signature required below.

Consultant Company Name: Nielsen Madsen + Barber Company Location (City, State): Racine, WI 53406

Consultant Signature (electronic only): Mark Madsen

Date: July 12, 2021

NOTE: 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 **unless** the municipality either:

a. uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or

b. uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In both cases, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality.

See FDM 8-5-3 for additional information: <http://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf>

Sponsor Agency: Village of Yorkville

Contact Person: Michael McKinney

(Note: must be Head of Government or

Designee)

Title: Village Administrator/Clerk

Address: 925 15th Ave, Union Grove, WI 53182

Telephone: 262.878.2123

Email: michael@villageofyorkville.com

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): Michael McKinney

Date: 10/15/21

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 below.

Subprogram: Project Improvement Type:

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):

Additional WisDOT comments on application:

May 5, 2021

Michael McKinney
Clerk/Treasurer - Village of Yorkville
925 15th Avenue
Union Grove, WI 53182

RE: 2021 Routine Bridge Inspections

Dear Mr. McKinney:

Enclosed is one copy of the completed 2021 Routine Bridge inspections for the Village's three bridges requiring interim inspections. The inspections were completed on April 12, 2021, and the inspection data has been entered onto the WisDOT Highway Structures Information System (HSIS) as of April 14, 2021. As a result of these inspections the following recommended maintenance items and comments for each of your bridges is listed below.

B-51-0061 _ 50th Road over West Branch Root River Canal

The south side railing is losing its anchorage into the slab due to deterioration of the slab edge. The edge of deck has spalled up to the back row of railing bolts at four posts. The railing should be monitored or repaired. There is also spalling at both edges of the bridge underside leaving rebar exposed. The deck has delamination at center of the east lane, approximately 2 ft x 12 ft and a 6 in x 1 ft pothole at the centerline. The four ends of the concrete cap are also delaminated and spalling with exposed rebar at multiple locations. We recommend doing a partial depth surface repair and overlay to address the spalling and delamination on the deck and cap, as well a surface repair to the edge of deck and concrete cap. We also recommend replacing the reflectors on the beam guard attached to the structure. The current reflectors are rusted/missing. The beam guard are considered inadequate with downturned ends. Replacing the reflectors will increase the visibility of the beam guard at night. The object marker signs in the NW and NE quadrants are wood with peeling paint and a lack of reflectivity. We recommend replacing these 2 signs.

This structure is on a 12-month inspection frequency due to the deck/superstructure rating of 4.

P-51-056 _ 2 Mile Road over West Branch of Root Canal

This structure has significant spalling along the edge of the deck with exposed rebar, delamination, and cracking throughout the deck. The wearing surface is severely deteriorated and has extensive pop outs and cracking. There is also significant erosion around the tip of the SE wing and the culvert running along it. The erosion has begun undercutting the field entrance in the SE quadrant of the structure. There is also a 4" drop of the shoulder in the SE quadrant. We recommend adding gravel to the shoulder in the SE quadrant, repairing the erosion behind the SE wing and replacing the structure.

The Sufficiency Rating of this bridge is 39.9 and it has an NBI Deck, Superstructure and Substructure Rating of 4. This bridge is eligible for replacement funding (80% State / 20% Local match). I highly recommend the Village discuss with the County and request to apply for the next Local Bridge Program.

P-51-0058 58th Road over West Branch Root River Canal

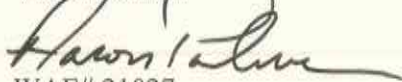
The substructure of this bridge is in poor condition overall. A temporary wing has been constructed at the SE quadrant consisting of 6 in x 6 in posts, fabric and guardrail. The NW wing is severely deteriorated with 40 % of the wing missing at the tip. This wing has rapidly deteriorated since the 2019 inspection. The SW wing was previously patched however the patch is spalling and the wing shows signs of movement at the end. The NE wing is also spalling at the end. The east abutment is also deteriorating at the beam seat. Continued deterioration could cause the girders to lose bearing at this location. The north railing is also compromised due to a spall in the NE corner exposing two anchor bolts.

The Sufficiency Rating of this bridge is 47.8 and it has an NBI Substructure Rating of 4. This bridge is in the Local Program to be replaced in 2022.

If you have any questions regarding any of these comments or recommendations, please feel free to contact me. I am also willing to meet with you and/or any of your board members to discuss any concerns you have with your bridges, drainage structures or roadways at any time. Feel free to contact me if you have any questions or need anything else from us. Thank you for the opportunity to provide this service to the Town of Yorkville.

Sincerely,
WESTBROOK ASSOCIATED ENGINEERS, INC.

Aaron Palmer, P.E.
Vice President



WAE# 21027

Enc.: Inspection Reports



Inspection Report for

P-51-056

2 MILE RD over W BR ROOT RIVER CANAL

Apr 12, 2021



Type	Prior	Team Leader	Frequency (mos)	Performed
Routine	04-27-20	Meyer, Erik (9710)	12	X
SIA Review	04-27-20	Meyer, Erik (9710)	48	

Latitude	42°45'25.82"N	Owner	VILLAGE
Longitude	87°59'55.45"W	Maintainer	VILLAGE

Team members		
Time Log	Hours 1	Minutes 10
Weather	Temperature (f) 51	Condition Rainy

Inspector	Name	Number	Signature	Signature Date
	Meyer, Erik	9710	<i>Erik Meyer</i> E-signed by Erik Meyer(emeyer9)	04-13-21

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 2

Identification & Location

Feature On: 2 MILE RD	Section Town Range: S34 T04N R21E	Structure Number: P-51-056
Feature Under: W BR ROOT RIVER CANAL	County: RACINE	
Location 0.9M E JCT CTH U	Municipality: YORKVILLE	Structure Name:

Geometry

measurements in feet, except where noted

Approach Roadway Width: 28	Bridge Roadway Width: 30.0	Total Length: 43.3
Approach Pavement Width: 22	Deck Width: 33.0	Deck Area (sq ft): 1428

Traffic

Lanes	ADT	ADT year	Traffic Pattern
On 2	94	2015	TWO WAY TRAFFIC

Capacity

Load Rating

Inventory rating: HS07	Overburden depth (in): 0.0	Last rating date: 07-24-19	Controlling:
Operating rating: HS12	Deck surface material: CONCRETE	Control location:	
Posting: 10 TON LOAD LIMIT	Emergency Vehicle Weight Limit (tons):		
Re-rate for capacity (Y/N):	Re-rate notes:		

Hydraulic

Classification

Scour Critical Code(113): (8) STABLE-ABOVE TOP FOOTING	Q100 (ft3/sec): 0	
High water elevation (ft): 0.0	Velocity (ft/sec): 0.0	Sufficiency #: 39.9

Span(s)

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	CONCRETE	FLAT SLAB		38.5	Y

Expansion joint(s)

Temperature:	File:49	New:51
---------------------	---------	--------

Clearance

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

Construction History

Year	Work Performed	FOS id
1973	NEW STRUCTURE	

Maintenance Items

Item	Priority	Recommended by	Status	Status change
Drainage - Repair Washouts / Erosion	MEDIUM	Meyer, Erik (9710)	IDENTIFIED	04/13/21

Comment:
Repair erosion around the SE wing tip.




Status Comment:



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Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

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Structure No.: **P-51-056**

Approach - Wedge Shoulder	MEDIUM	Meyer, Erik (9710)	IDENTIFIED	04/13/21
<p>Comment: Add gravel to shoulder in SE quad to eliminate 4" drop.</p> <p>Status Comment:</p>				
Deck - Seal Surface Cracks	MEDIUM	Meyer, Erik (9710)	IDENTIFIED	04/13/21
<p>Comment: Seal/patch surface cracks on deck. Some cracks greater than 2".</p>		<p>Status Comment:</p>		
				

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

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Structure No.: **P-51-056**

Elements

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State			
						1	2	3	4
X	38		Reinforced Concrete Slab	SF	1,505	0	624	681	200
		1080	Delamination - Spall - Patched Area Full length edge spalls exposing reinforcing steel along north and south edge of deck. exposed reinforcing steel w/ section loss. West 1/3 of deck heavily spalled and delaminated. some areas patched, many patches are failing. 50% or more of deck is delaminated. 2019 spalls and delamination along both deck edges w/ exposed reinforcing steel, including section loss. 50% + deck delamination. Spall at NW corner with exposed rebar. 2021 3" x 6" delamination over at center pile east end. 2 spalls SE end with exposed rebar. 6" x 6" spall middle of deck w/ exposed rebar. Significant spalling along full length of both edges with exposed rebar and section loss. Spalling and delamination extends from edge of deck to 2 ft in from edge. Spall in NE fascia full full depth of deck x 2'. Spall SW fascia 1' x 2'. Spall center of S fascia 1' x 8'. Spall N fascia under post with exposed rebar, 6", & between posts 2 & 3 4' x 6".	SF		0	0	172	0
		1130	Cracking (RC) Extensive cracking on underside of deck with staining. 50% of the underside is cracked and stained. up to 0.08" cracking with efflorescence and rust staining Extensive map cracking with staining. Up to 0.08" cracks with efflorescence and staining.	SF		0	624	509	200
	8000		Wearing Surface (Bare)	SF	1,429	0	0	929	500
		3210	Debonding/Spall/Patched Area/Pothole Scaling, spalls, popouts and cracking are evident on entire surface but predominantly in the western most third of the deck. This area continues to deteriorate beyond the pace of normal maintenance. Cracks were sealed since 2012 inspection but continue to propagate. Estimate approximately one half of the deck is delaminated. The remaining deck has cracks on over 35% of the surface. Approximately 50% of cracks are sealed. 2019 scaling, spalling, popouts and cracking throughout. approximately 1/2 deck is delaminated. 2020 Potholes at west end patched but patches failing.	SF		0	0	0	500
		3220	Crack (Wearing Surface) Scaling, spalls, popouts and cracking are evident on entire surface but predominantly in the western most third of the deck. This area continues to deteriorate beyond the pace of normal maintenance. Cracks were sealed since 2012 inspection but continue to propagate. Estimate approximately one third of the deck is delaminated. The remaining deck has cracks on over 30% of the surface. Approximately 50% of cracks are sealed. 2019 extensive deck cracking, 50% sealed. up to 0.08" cracks. 2020 extensive deck cracking, 50% sealed. Cracks up to 2". 2021 Transverse crack at east end 2" wide full width of structure. Transverse crack west end approximately half sealed/patched 2" - 4" wide full width.	SF		0	0	929	0
X	216		Timber Abutment	LF	65	65	0	0	0
		1140	Decay/Section Loss Minor decay. 1" bulge in 4th bay from S. at W. abut. Timber was painted some time ago and the decay is not readily evident. Some gaps between timbers with moisture leaking through at west abutment immediately below pier cap. Dry rot evident, some boards are failing. 2019 minor decay, minor movement 2020 Rot SW end. 1" gap between abutment timbers and concrete cap.	LF		65	0	0	0
X	225		Steel Pile	EA	18	0	12	5	1
		1000	Corrosion Surface & pitted rust; flange rusted off @ NW corner @ pier cap and web has 50% section loss but does not warrant structural review at this time due to location. The steel column in the SW corner has 25% section loss. 100% loss of web section NW column. 2020 - No change in section loss. More loss of paint and surface rust in lower portions. 2021 - No change in section loss. Minor ponding of water at base of W piles.	EA		0	12	5	1

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Structure No.: **P-51-056**

X	234	Reinforced Concrete Cap	LF	65	42	21	2	0
		Delamination - Spall - Patched Area	LF		0	1	2	0
		Spall with exposed rebar at SE end on bottom corner 6" x 18" . 2019 spall SE corner w/ exposed rusted rebar. 2020 spall NW corner w/ exposed rebar 18" x 6" . 2021 - E abutment, 2nd pile from south 4" x 4" delamination around pile.						
	1080	Cracking (RC)	LF		0	20	0	0
		HL vert cracks over piles, efflorescence at East cap at cracks. 2019 HL vertical cracks at piles. 14 HL vertical cracks E cap. 1' horizontal HL crack over 2nd pile from S end of E abut w/ efflorescence. 11 HL vertical cracks W cap. 0.04" horizontal crack SW end.						
X	330	Metal Bridge Rail	LF	85	0	85	0	0
		Corrosion	LF		0	85	0	0
	1000	Minor surface rust & rust at post base plates. Heavy rust, short rusted anchor bolts. 2019 coating loss and surface rust.						
		Integral Wingwall	EA	4	2	2	0	0
X	8400	Piles rusting but timbers are in good shape. SE wing has 3/4" movement out. The interface of the SE wing at the abutment has some decay and also the ends of planks at the SE wing have decay with up to 2" movement out of 2 planks. West wings show minor dry rot and movement. East Wings show heavy dry rot and significant movement. SE wing heavy rot w/ slope failure.						
		Wall Movement	EA		0	1	0	0
		SE wing has 2" movement out of middle planks only. SE and NE show significant movement in isolated locations. Slope failure in SE as well. 2019 integral timber wings w/ steel piling. minor movement and decay of timber, corrosion of piles, minor movement of walls.						
	8902	Wall Deterioration	EA		0	1	0	0
	8903	NE wing has 2 broken planks. SE has rot and separation in planks, Plank at ground line gone, plank rotted and broke at abutment. All wing piles have loss of paint and surface rust.						

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Structure No.: **P-51-056**

Assessments

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State			
						1	2	3	4
X	9001		Drainage - Ends of Structure Asphalt flumes behind wingwalls. Water has eroded around the end of the SE wingwall. Significant erosion around SE wing wall and culvert. Settlement of asphalt flume at NE & SE. Erosion around SE wing starting to undercut culvert and field entrance.	EA	4	3	0	0	1
X	9030		Signs - Object Markers SW and NE fair. SE and NW signs are painted wood signs. Paint peeling and faded, losing reflectivity.	EA	4	2	2	0	0
X	9034		Signs - Weight Limit Posting 2020 - New signs and posts. Signs in good condition.	EA	4	4	0	0	0
X	9045		Slope Protection- Riprap Concrete slope protection in front of east abutment is separating and sloughing but still effective. No slope protection at west abutment but no signs of erosion or scour. Minor ponding at base of piles at west abutment.	EA	2	1	1	0	0
X	9323		Approach Roadway - Asphalt Recently paved (2012). Some wedging at both approaches, both approaches are settled, but have been wedged 2019 approach settlement 2021 - Approaches wedged. 4" drop off shoulder at FE in SE quad.	EA	2	2	0	0	0

NBI Ratings

	File	New
Deck	4	4
Superstructure	4	4
Substructure	4	4
Culvert	N	N
Channel	7	7
Waterway	8	8

Structure Specific Notes

Inspection Specific Notes

Inspector Site-Specific Safety Considerations

Routine Specific Procedures

Special Requirements

Chk	Hours	Cost	Comments
-----	-------	------	----------

**Underwater Probe Form
P-51-056**

General Site Conditions - Scour

None.

General Site Conditions - Embankment Erosion/Conditions

Concrete slope protection in front of east abutment, no slope protection at west abutment. Embankments vegetated adjacent to structure.


Substructure Notes

Chk	Unit	Max Water Depth(ft)	Mode	Notes
X	Cardinal		Dry	West.
X	Non Cardinal		Dry	East.


Routine Item 1

Pile section loss.	p51-056_21_Rd1.pdf (included)
Linked Element(s): Steel Pile	

Routine Item 2

Approach looking west.	 <p data-bbox="1084 730 1252 749">p51-056_21_Rd2.jpg</p>
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Routine Item 3

West abutment.	 <p data-bbox="1078 1182 1245 1201">p51-056_21_Rd4.jpg</p>
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Routine Item 4

East abutment.	 <p data-bbox="1078 1633 1245 1652">p51-056_21_Rd17.jpg</p>
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Routine Item 5

Upstream.



p51-056_21_Rd18.jpg

Routine Item 6

Downstream



p51-056_21_Rd19.jpg

Routine Item 7

NE wingwall



p51-056_21_Rd20.jpg

Linked Element(s):
Integral Wingwall

Routine Item 8

North edge



p51-056_21_Rd21.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 9

SW end of concrete cap



p51-056_21_Rd22.jpg

Linked Element(s):
Reinforced Concrete Cap

Routine Item 10

SW wingwall



p51-056_21_Rd23.jpg

Linked Element(s):
Integral Wingwall

Routine Item 11

South edge



p51-056_21_Rd24.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 12

SE edge



p51-056_21_Rd26.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 13

Erosion at tip of SE wing.



p51-056_21_Rd27.jpg

Linked Element(s):
Drainage - Ends of Structure

Routine Item 14

SE field entrance



p51-056_21_Rd28.jpg

Linked Element(s):
Approach Roadway - Asphalt

Routine Item 15

West end of deck



p51-056_21_Rd29.jpg

Linked Element(s):
Reinforced Concrete Slab -> Wearing Surface (Bare)

Routine Item 16

SE object marker



p51-056_21_Rd30.jpg

Linked Element(s):
Signs - Object Markers

Routine Item 17

Surface rust on metal railing



p51-056_21_Rd31.jpg

Linked Element(s):
Metal Bridge Rail

Routine Item 18

Corrosion of rebar along deck edge.



p51-056_21_Rd32.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 19

Spall SW edge of deck



p51-056_21_Rd33.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 20



p51-056_21_Rd34.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 21

Spalls with exposed rebar.



p51-056_21_Rd35.jpg

Linked Element(s):
Reinforced Concrete Slab

Routine Item 22

Spall NW corner. Section lost of west pile.



p51-056_21_Rd36.jpg

Linked Element(s):
Steel Pile
Reinforced Concrete Cap

Routine Item 23

North edge,



p51-056_21_Rd37.jpg

Routine Item 24

Transverse crack on east side of deck > 2" wide.



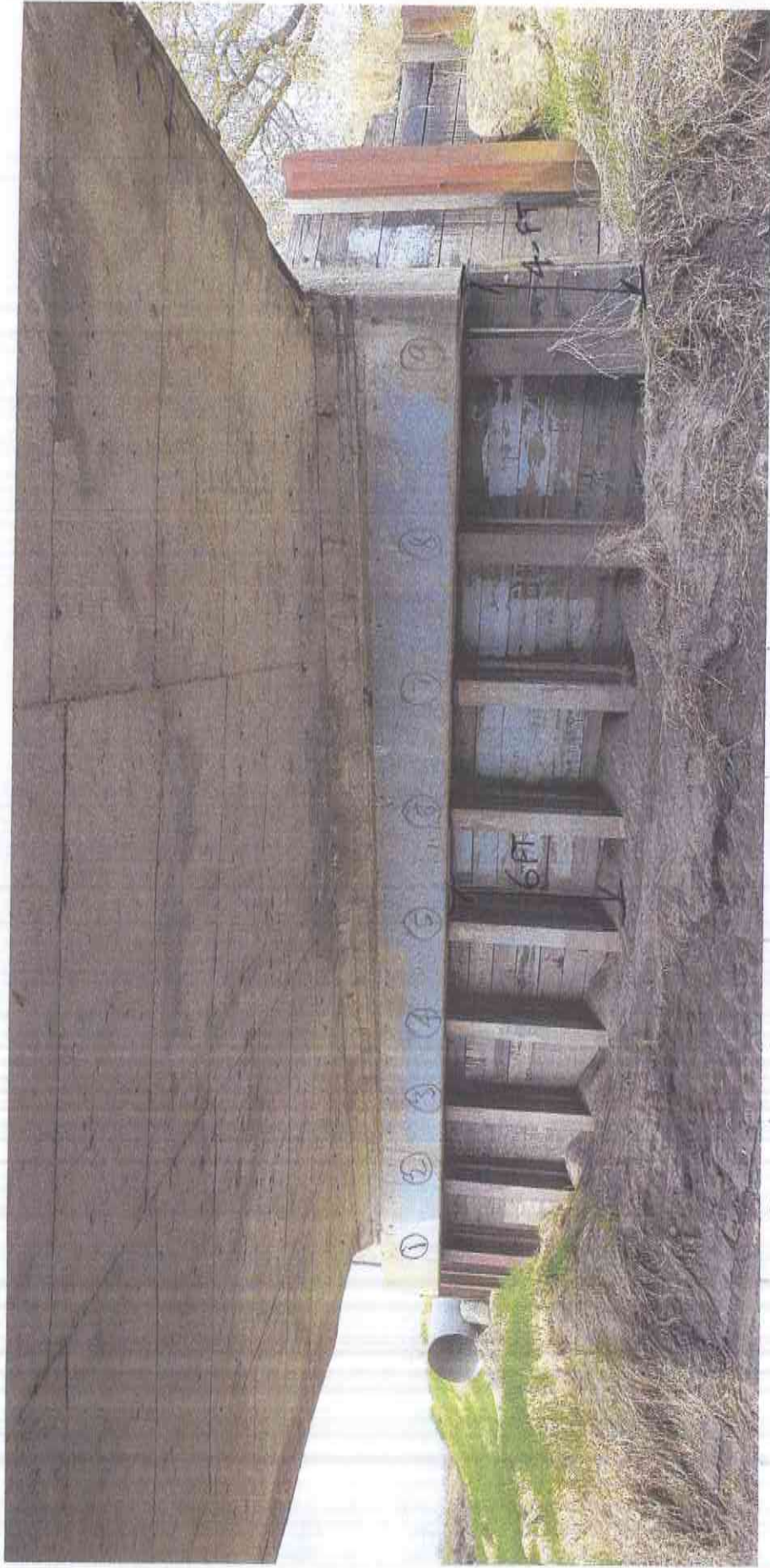
p51-056_21_Rd38.jpg

Linked Element(s):
Reinforced Concrete Slab -> Wearing Surface (Bare)

225 STEEL PILING



WEST ABUTMENT



2019	1	20% TOP 24-IN	2	15% TOP 12-IN	3	4.5% TOP 1-IN	4	20% TOP 1-IN	5	50% TOP 1-IN	6	5% (2-1/2" WEST END FLANGES) 10%	7	4.5%	8	4.5%	9	THROUGH THICKNESS SECTION LOSS
------	---	---------------	---	---------------	---	---------------	---	--------------	---	--------------	---	----------------------------------	---	------	---	------	---	--------------------------------

2020	Same section loss																		
2021	No additional section loss.																		

←N

225 STEEL PILING

EAST ABUTMENT



9 20% TOP 3-IN

8 25%

7 25% (10% NG FLANGE) TOP 2-IN

6 15% TOP 2-IN

5 25%

4 25%

3 25%

2 25%

1 25%

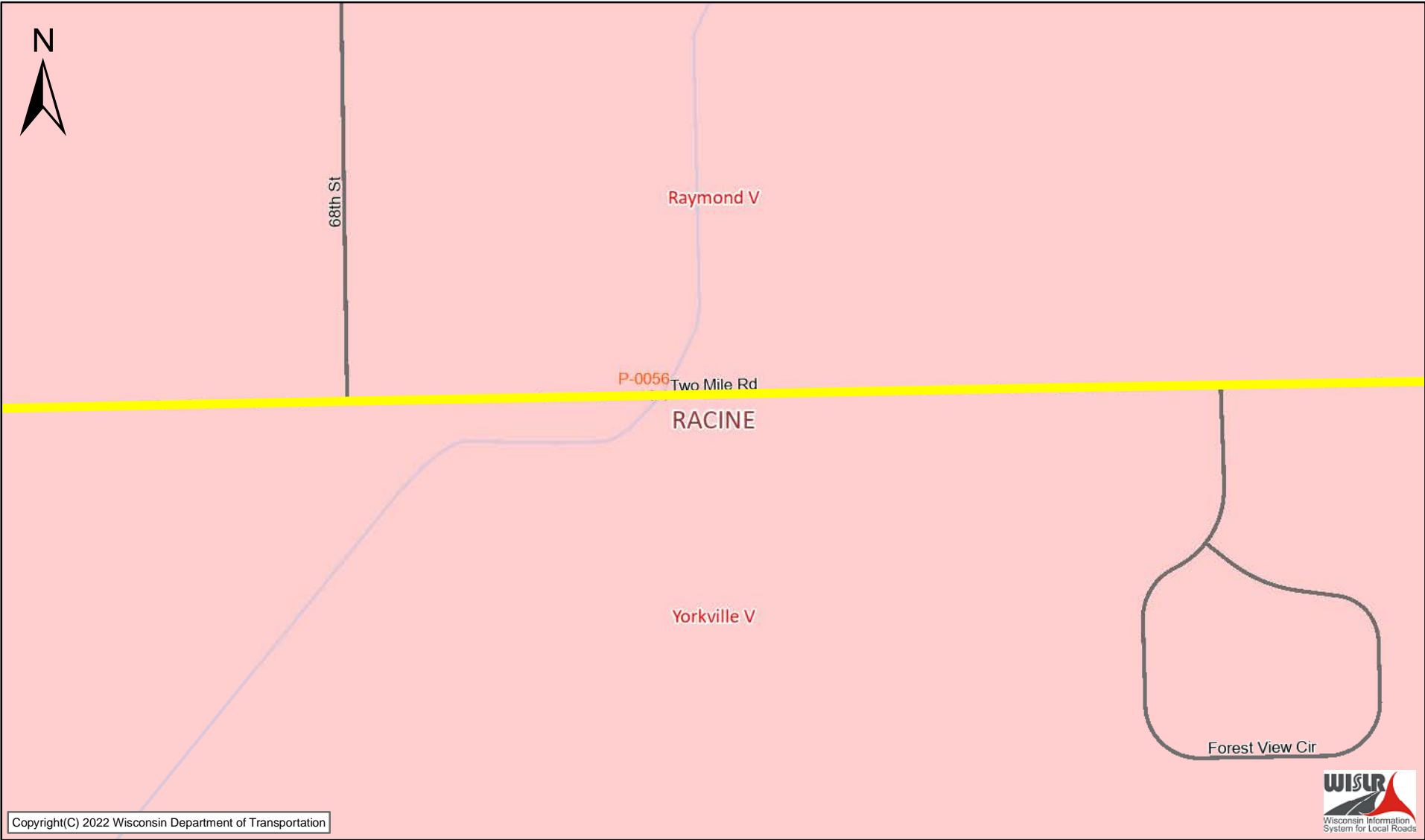
- 2019 Same section loss.
- 2020 - Same section loss.
- 2021 - No additional section loss.

Item	Quantity	Unit of Measure	Unit Price	Cost
REMOVALS				
Pavement	490	Sq. Yard	\$3.25	\$1,592.50
Curb and Gutter	0	Feet		\$0.00
Sidewalk	0	Sq. Feet		\$0.00
Guardrail	88	Feet		\$0.00
Manholes/Inlets	0	Each		\$0.00
Culvert Pipes	0	Each		\$0.00
EARTHWORK				
Common Excavation (Cut)	0	Cubic Yard		\$0.00
Borrow Excavation (Fill)	0	Cubic Yard		\$0.00
Rock Excavation	0	Cubic Yard		\$0.00
ROADWAY				
Base Aggregate Dense	275	Ton	\$25.00	\$6,875.00
Asphalt Pavement	120	Ton	\$70.00	\$8,400.00
Concrete Pavement	0	Sq. Yard		\$0.00
Curb and Gutter	0	Feet		\$0.00
Sidewalk	0	Sq. Feet		\$0.00
Beam Guard	0	Feet		\$0.00
Beam Guard Terminals	0	Each		\$0.00
DRAINAGE				
Storm Sewer Pipe	0	Feet		\$0.00
Inlets & Covers	0	Each		\$0.00
Manholes & Covers	0	Each		\$0.00
Culvert Pipe	0	Feet		\$0.00
SIGNING AND MARKING				
Signs	4	Each	\$200.00	\$800.00
Pavement Marking	300	Feet	\$0.50	\$150.00
ELECTRICAL				
Traffic Signals	0	Lump Sum		\$0.00
Street Lighting	0	Lump Sum		\$0.00
BRIDGES & BOX CULVERTS				
1.				
2.				
OTHER SIGNIFICANT ITEMS				
1.				
2.				
3.				
Subtotal ----->				\$17,817.50
Mobilization ----->				\$890.88
Misc. Items ----->				\$1,781.75
TOTAL ----->				\$20,490.13

PRELIMINARY ESTIMATE FOR LOCAL BRIDGE REPLACEMENT PROJECTS

Item	Quantity	Unit of Measure	Unit Price	Cost
STRUCTURE				
New Structure	1500	Sq. Feet	\$231.00	\$346,500.00
Remove Old Structure	1	LS	\$34,000.00	\$34,000.00
ROADWAY APPROACHES				
Common Excavation (Cut)	250	Cubic Yard	\$9.00	\$2,250.00
Borrow Excavation (Fill)	250	Cubic Yard	\$6.00	\$1,500.00
Base Aggregate	95	Ton	\$25.00	\$2,375.00
Asphalt Pavement	40	Ton	\$70.00	\$2,800.00
Concrete Pavement	0	Sq. Yard		\$0.00
Concrete Approach Slab	0	Sq. Yard		\$0.00
Curb and Gutter	0	Feet		\$0.00
Sidewalk	0	Sq. Feet		\$0.00
Beam Guard	120	Feet	\$18.00	\$2,160.00
Beam Guard Terminals	4	Each	\$3,200.00	\$12,800.00
OTHER SIGNIFICANT ITEMS				
1.				
2.				
3.				
Subtotal ----->				\$404,385.00
Mobilization ----->				\$20,219.25
Misc. Items ----->				\$40,438.50
TOTAL ----->				\$465,042.75

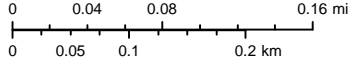
WISLR Map



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- | | | | | | | |
|----------------------------|-------------------------|---------------|---------------------|-----------------------|------------------------------|----------|
| Bridges | USH Connecting Highway | Frontage Road | County Roads | Local Roads | Rivers | Town |
| Railroads | State Trunk Highways | Wayside | County Trunk Hwy | Municipal/Local Roads | Lakes | Counties |
| State Trunk Network | STH Connecting Highways | Rest Area | County Forest Roads | Ineligible Roads | Cities/Villages/Towns | |
| Interstate Highway | On-Off Ramp | Weigh Station | Other County Roads | Roads | City | |
| USH Highway | Connector | | | All Roads | Village | |

Exhibit B

WisDOT DTSD
Southeast Regional Office
141 NW Barstow St., Suite 218
P.O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5662
Email: waukesha.dtd@dot.wi.gov



March 28, 2022

Michael McKinney
Clerk-Treasurer
Village of Yorkville
925 15th Avenue
Union Grove, Wisconsin 53182

Dear Mr. McKinney,

The 2022-2027 Local Program STP and Bridge approved projects list is now available. I am pleased to inform you that the following Village of Yorkville projects have received federal funding:

2022-2027 LOCAL BRIDGE

<u>County</u>	<u>WisDOT Region</u>	<u>Project ID</u>	<u>Bridge ID</u>	<u>Project Title</u>	<u>Project Limits</u>	<u>Project Type</u>
Racine	SE	2702-00-05	P510056	V Yorkville – 2 Mile Rd	Bridge over W Branch Root Canal	DESIGN
Racine	SE	2702-00-75	P510056	V Yorkville – 2 Mile Rd	Bridge over W Branch Root Canal	CONSTRUCTION

The approved project list will be available on the WisDOT Local Programs website at the end of the day on Friday, April 1, 2022.

WisDOT Local Program staff will begin working with the local project sponsors to set appropriate project schedule dates and to ensure the program schedule is balanced across program fiscal years. If you are no longer interested in proceeding with any of these projects, please contact me immediately to discuss the options available. Once the statewide program scheduling effort has been completed, WisDOT will proceed with the development of the State Municipal Agreements (SMA). The current schedule anticipates you will receive the SMAs for the above project(s) in late spring 2022.

Once again, congratulations on your project approval(s).

Jake Varnes

Jake Varnes
Local Program Manager
[email:jacob.varnes@dot.wi.gov](mailto:jacob.varnes@dot.wi.gov)
262-548-8789

Cc: Michael Loughran, Statewide Local Program Manager
Julie Anderson, Director Public Works & Development Services, Racine County
Roley Behm, Racine County Highways and Parks Superintendent
Alex Valley, Racine County Engineering Manager

PRELIMINARY ESTIMATE FOR LOCAL BRIDGE REPLACEMENT PROJECTS

Item	Quantity	Unit of Measure	Unit Price	Cost
STRUCTURE				
New Structure	1500	Sq. Feet	\$231.00	\$346,500.00
Remove Old Structure	1	LS	\$34,000.00	\$34,000.00
ROADWAY APPROACHES				
Common Excavation (Cut)	250	Cubic Yard	\$9.00	\$2,250.00
Borrow Excavation (Fill)	250	Cubic Yard	\$6.00	\$1,500.00
Base Aggregate	95	Ton	\$25.00	\$2,375.00
Asphalt Pavement	40	Ton	\$70.00	\$2,800.00
Concrete Pavement	0	Sq. Yard		\$0.00
Concrete Approach Slab	0	Sq. Yard		\$0.00
Curb and Gutter	0	Feet		\$0.00
Sidewalk	0	Sq. Feet		\$0.00
Beam Guard	120	Feet	\$18.00	\$2,160.00
Beam Guard Terminals	4	Each	\$3,200.00	\$12,800.00
OTHER SIGNIFICANT ITEMS				
1.				
2.				
3.				
Subtotal ----->				\$404,385.00
Mobilization ----->				\$20,219.25
Misc. Items ----->				\$40,438.50
TOTAL ----->				\$465,042.75

Item	Quantity	Unit of Measure	Unit Price	Cost
REMOVALS				
Pavement	490	Sq. Yard	\$3.25	\$1,592.50
Curb and Gutter	0	Feet		\$0.00
Sidewalk	0	Sq. Feet		\$0.00
Guardrail	88	Feet		\$0.00
Manholes/Inlets	0	Each		\$0.00
Culvert Pipes	0	Each		\$0.00
EARTHWORK				
Common Excavation (Cut)	0	Cubic Yard		\$0.00
Borrow Excavation (Fill)	0	Cubic Yard		\$0.00
Rock Excavation	0	Cubic Yard		\$0.00
ROADWAY				
Base Aggregate Dense	275	Ton	\$25.00	\$6,875.00
Asphalt Pavement	120	Ton	\$70.00	\$8,400.00
Concrete Pavement	0	Sq. Yard		\$0.00
Curb and Gutter	0	Feet		\$0.00
Sidewalk	0	Sq. Feet		\$0.00
Beam Guard	0	Feet		\$0.00
Beam Guard Terminals	0	Each		\$0.00
DRAINAGE				
Storm Sewer Pipe	0	Feet		\$0.00
Inlets & Covers	0	Each		\$0.00
Manholes & Covers	0	Each		\$0.00
Culvert Pipe	0	Feet		\$0.00
SIGNING AND MARKING				
Signs	4	Each	\$200.00	\$800.00
Pavement Marking	300	Feet	\$0.50	\$150.00
ELECTRICAL				
Traffic Signals	0	Lump Sum		\$0.00
Street Lighting	0	Lump Sum		\$0.00
BRIDGES & BOX CULVERTS				
1.				
2.				
OTHER SIGNIFICANT ITEMS				
1.				
2.				
3.				
Subtotal ----->				\$17,817.50
Mobilization ----->				\$890.88
Misc. Items ----->				\$1,781.75
TOTAL ----->				\$20,490.13

Exhibit C

 <p>STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT</p> <p>Program Name: Local Bridge</p> <p>Sub-program #: 205</p> <p>Cycle: 2022-2027</p>	<p>Date: June 21, 2022</p> <p>I.D.: 2702-00-05/75</p> <p>Road Name: 2 Mile Road</p> <p>Bridge ID: P-51-0056</p> <p>Location: Village of Yorkville</p> <p>Limits: Bridge over W Branch Root Canal</p> <p>County: Racine</p> <p>Project Length: 250 FT</p> <p>Facility Owner: Village of Yorkville</p> <p>Project Sponsor: Village of Yorkville</p> <p>Construction scheduled for State Fiscal Year: 2024</p>
--	--

The signatory, Village of Yorkville, 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	P-51-0056		
Structure passes over	West Branch of Root River Canal		
Clear bridge width	30 FT	30 FT	
Bridge length	43.3 FT	43.3 FT	
Total length of approach work		200 FT	
Number of spans	1	1	
Special safety issues			
Sidewalk	No	No	
Sidewalk along approach	No	No	
Bicycle / pedestrian improvements required		No	
Improvement type as indicated on project application		Bridge Replacement – Existing Alignment	
Acquisition of right-of-way		No	
Approach width and type	22 FT Asphalt	22 FT wide, Asphalt	
Approach shoulder width and type		3 FT wide, Gravel	
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: **Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, haul roads, real estate acquisition.**

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.

The Municipality agrees to the following 2022-2027 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of \$52,400. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$52,400 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 \$431,920. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$431,920 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 **2024**. Sunset date: **06/30/2029**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. 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.

ID 2702-00-05					
Design	\$43,300	\$34,640	80%	\$8,660	20% + BAL
State Review	\$22,200	\$17,760	80%	\$4,440	20% + BAL
<i>Project total</i>	\$65,500	\$52,400		\$13,100	
ID 2702-00-75					
Participating Construction	\$485,500	\$388,400	80%	\$97,100	20% + BAL
Construction Engineering	\$34,000	\$27,200	80%	\$6,800	20% + BAL
Non-Participating Construction	\$1,000		0%	\$1,000	100%
State Review	\$20,400	\$16,320	80%	\$4,080	20% + BAL
<i>Project total</i>	\$540,900	\$431,920		\$108,980	
Total Est. Cost Distribution	\$606,400	\$484,320		\$122,080	

*Design ID 2702-00-05 federal/state funding is limited to \$52,400

*Construction ID 2702-00-75 federal/state funding is limited to \$431,920

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 Yorkville** (please sign in blue ink.)

Name (print) _____ Title _____

Signature _____ Date _____

Signed for and in behalf of the **State** (please sign in blue ink.)

Name (print): Tony Barth _____ Title: SE Region Chief _____

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 2022-2027 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 2022–2027 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 2022-2027 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. 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 2022-2027 Local Bridge Program project funding conditions:
 - a. **ID 2702-00-05:** Design is funded with 80% state/federal funding up to a funding limit of \$52,400, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$52,400 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 2702-00-75: Construction

- i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$431,920, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$431,920 state/federal funding limit.
- ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]

RESOLUTION 2022-09-26

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS
WITH THE VILLAGE OF RAYMOND AND THE WISCONSIN DEPARTMENT
OF TRANSPORTATION FOR THE 2 MILE ROAD BRIDGE
REPLACEMENT PROJECT**

The Village of Raymond, Racine County, Wisconsin, hereby resolves as follow:

RECITALS

WHEREAS, consulting engineers retained by Raymond for its 2021 bridge inspection program recommend replacement of the bridge structure and related improvements for the 2 Mile Road Bridge over the West Branch of the Root River Canal ("Project") for the reasons set forth in their engineering report dated May 5, 2021; and

WHEREAS, the Village of Raymond applied for state/federal financial assistance for the Project through the Wisconsin Department of Transportation ("WisDOT") 2022-2027 Local Bridge Program; and

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

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

WHEREAS, an Intergovernmental Agreement related to the 2 Mile Road Bridge Replacement Project has been negotiated between Raymond and Raymond.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Raymond that it hereby authorizes the Village President and Village Clerk to execute the Intergovernmental Agreement Between the Village of Raymond and the Village of Yorkville Related to the 2 Mile Road Bridge Replacement Project attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, by the Village Board of the Village of Raymond that it hereby authorizes the Village President and Village Clerk 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.

This Resolution was adopted by the Raymond Village Board on 9-26, 2022.

VILLAGE OF RAYMOND

By: Kari Morgan
Kari Morgan
Village President

Attest: Linda M. Terry
Linda M. Terry
Village Clerk