

**2024 – 2025
Local Small Structures
Inspection and Inventory
Program Agreement**

Date: 4/22/2024

County of

The signatory County, hereinafter COUNTY, by and through its duly authorized officers or officials and the State of Wisconsin Department of Transportation, hereinafter Wis DOT , hereby enter into this Local Small Structures Inspection and Inventory Program Agreement (Agreement) for the inventory and inspection of local bridges and culverts greater than six (6) and less than or equal to twenty (20) feet in length (Local Small Structures).

The Wisconsin State 2023-25 Budget allocated funding to create a program for assessing Local Small Structures as follows:

Provide \$12,500,000 to the Joint Committee on Finance SEG supplemental biennial appropriation in 2023-24 for assessment of local bridges and culverts that are less than 20 feet in length and create a biennial DOT SEG appropriation that could receive the funds. Direct DOT to develop a program for counties to assess local bridges and culverts that are 20 feet or under in length, but greater than six feet in length.

Based on this budget item, the Wisconsin legislature created Wis. Stat. Sec.85.64 which provides:

Assessment of local bridges and culverts. The department shall administer a program for counties to inventory and assess the condition of local bridges and culverts that are 20 feet or less in length but greater than 6 feet in length.

Wis. Stat. Sec. 85.64 authorizes COUNTY and WisDOT to enter into this Agreement. The Wisconsin Legislature has required WisDOT to develop a program for COUNTY to assess Local Small Structures. Through this Agreement, COUNTY will perform inventory and inspection work in the manner set forth by WisDOT. Upon completion of the work, WisDOT will reimburse COUNTY if it satisfies the criteria outlined herein (Program).

1. Inventory Work

COUNTY shall collect and submit inventory information for Local Small Structures as set forth in the “Local Small Structures – Inventory” memo, a copy of which is attached hereto and incorporated by reference herein (Inventory Work). COUNTY shall submit an invoice to WisDOT for reimbursement itemizing each Local Small Structure inventoried. COUNTY will make every effort to include all Local Small Structures inventoried in as few invoices as possible. WisDOT will verify that the information for the Inventory Work submitted by COUNTY appears accurate and meets the parameters of the Program. WisDOT will reimburse COUNTY for verified inventory information at a rate of \$100.00 for each Local Small Structure inventory received.

WisDOT, at its own discretion, may reject inventory information submitted by COUNTY that is incomplete, inaccurate, or does not meet the required parameters of the Program. WisDOT will not reimburse COUNTY for Inventory Work if it rejects the inventory information submitted and will notify COUNTY of such rejection. COUNTY may correct the inventory information and resubmit to WisDOT within the timeframe of this Agreement.

WisDOT shall reimburse COUNTY for all verified and accepted inventoried Local Small Structure or notify COUNTY of rejecting the inventory information no later than sixty (60) days after receiving inventory submittals. For purposes of this Agreement “received” means actual receipt by WisDOT. COUNTY shall reimburse local governments \$100.00 per structure inventoried (as appropriate) no later than sixty (60) days upon receipt of reimbursement from WisDOT and shall certify to WisDOT within sixty (60) days that it has reimbursed all local governments as required by this Agreement.

Inventory information may be submitted for reimbursement through December 31, 2025. WisDOT will not issue reimbursement for inventory information received after December 31, 2025.

2. Inspection Work

COUNTY, using Wisconsin certified bridge inspectors, shall collect and submit inspection information per the “Local Small Structures - Assessment/Inspection” memo, a copy of which is attached hereto and incorporated by reference herein (Inspection Work). COUNTY shall submit an invoice to WisDOT for reimbursement for each Local Small Structure inspected. WisDOT will verify that the inspection information submitted by COUNTY appears accurate and meets the parameters of the Program. WisDOT will reimburse COUNTY for verified inspection information at a rate of \$350.00 for each Local Small Structure inspection received.

WisDOT, at its own discretion, may reject inspection information submitted by COUNTY that is incomplete, inaccurate, or does not meet the required parameters of the Program. WisDOT will not reimburse COUNTY for Inspection Work if it rejects the inspection information submitted and will notify COUNTY of such rejection. COUNTY may correct the inspection information and resubmit to WisDOT within the timeframe of this Agreement.

WisDOT shall reimburse COUNTY for all verified and accepted inspected Local Small Structure or notify COUNTY of rejecting the inspection information no later than sixty (60) days after receiving inspection submittals. For purposes of this Agreement “received” means actual receipt by WisDOT. COUNTY shall reimburse local governments \$350.00 per Local Small Structure inspected (as appropriate) no later than sixty (60) days upon receipt of reimbursement from WisDOT and shall certify to WisDOT within sixty (60) days that it has reimbursed all local governments as required by this Agreement.

Inspection information may be submitted for reimbursement through December 31, 2025. WisDOT will not issue reimbursement for inspection information received after December 31, 2025.

3. Scope and Terms and Conditions

The entire cost of the Inventory Work and/or Inspection Work will be the responsibility of COUNTY unless reimbursement is granted.

Payments to COUNTY will be made after the Inventory Work and/or Inspection Work is completed, verified by WisDOT.

In order to guarantee COUNTY'S agreement to pay local governments, if applicable, COUNTY, through its above duly authorized officers or officials, agrees and authorizes WisDOT to set off and withhold the required reimbursement amount as determined by WisDOT from any moneys otherwise due and payable by WisDOT the COUNTY.

COUNTY will keep records of the cost of the Inventory Work and Inspection Work and will have them available for inspection by representatives of WisDOT and will furnish copies when requested.

This Agreement is subject to the availability of State funds appropriated for this program. The continuance of this agreement beyond the limits of funds already available to the Wisconsin Department of Transportation is contingent upon appropriation of the necessary funds by the Wisconsin Legislature and the Governor. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])

This Agreement shall be in effect until June 30, 2026.

COUNTY represents that its undersigned representative is authorized to conduct official business for COUNTY.

EXECUTED the date last below signed.

WisDOT:

Joshua Dietsche, Director, Bureau of Structures

NAME & TITLE (TYPE OR PRINT)

SIGNATURE

DATE

COUNTY OF

NAME & TITLE (TYPE OR PRINT)

SIGNATURE

DATE