

RESOLUTION NO.: 21—2024-25

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Wisconsin Department of Transportation (WisDOT) has allocated funding to create a
2 program for assessing Local Small Structures. Local Small Structures are defined as any
3 structure that is greater than six (6) feet in length and less than or equal to twenty (20)
4 feet in length. The program is broken into two (2) phases: inventory and
5 assessment/inspection. The program requires that these structures be inventoried and
6 assessed following requirements set forth by WisDOT. After completion of the work,
7 WisDOT will reimburse the County if it satisfies the defined criteria. The
8 reimbursements will be \$100 for each structure inventory completed and \$350 for each
9 structure inspected.

10
11 This resolution grants the Highway Commissioner authority to enter into an agreement
12 with WisDOT for a Local Small Structures Inspection and Inventory Program with no
13 budget adjustment needed at this time.

14
15 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste
16 Committee recommend adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the
18 Outagamie County Highway Commissioner to enter into the attached 2024-2025 Local Small Structures
19 Inspection and Inventory Program Agreement with the Wisconsin Department of Transportation
20 (WisDOT), which by reference is made a part hereof, for the inventory and inspection of Local Small
21 Structures, and

22 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
23 funding for the county share of the project costs to be included in future budgets as noted on the attached
24 fiscal note, which by reference is made a part hereof, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Outagamie County Highway Commissioner and the Outagamie County Finance Director.

Dated this ____ day of June 2024

Respectfully Submitted,

HIGHWAY, RECYCLING AND SOLID
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

Steve Thiede

Dennis Clegg

Jason Wegand

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson County Clerk

Approved: _____ Vetoed: _____

Signed: _____
County Executive

DocuSign Envelope ID: 9F533159-4D6E-4D51-9B3A-ED4C52567709

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

Date: 4/23/2024

County of Outagamie

The signatory County, hereinafter COUNTY, by and through its duly authorized officers or officials and the State of Wisconsin Department of Transportation, hereinafter WisDOT, 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.

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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.

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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 to 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)

Josh Dietsche

SIGNATURE

April 25, 2024

DATE

COUNTY OF OUTAGAMIE:

Dean Steingraber, County Highway Commissioner

NAME & TITLE (TYPE OR PRINT)

SIGNATURE

DATE

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request to support future funding for Local Small Structures 6 to 20 feet.

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Highway Department submitted an application for the county share of the project costs to be included in future budgets. The project includes allocated funds from WisDOT to create a program for assessing Local Small Structures defined as any structure greater than six and less than or equal to twenty feet in length. The program requires that these structures be inventoried and assessed following WisDOT requirements. After completion of work, WisDOT will reimburse the County if it satisfies the defined criteria. The reimbursement will be \$100 for each structure inventory completed and \$350 for each structure inspected.

Therefore, the Highway Department is seeking support from the County Board to grant the Highway Commissioner authority to enter into an agreement with WisDOT to enter into this Local Small Structures Inspection and Inventory Program Agreement.

Current Year Budget Impact (Check one or more of the following boxes)☐

Revenues

☐

Expenses (Cost)

☒

None

3. Is the specific cost or revenue included in the current year's budget? yes () no () n/a (x)

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (x)

5. Is the proposal to accept additional revenues only? yes () no (X)

6. Does this request modify/adjust the current year budget? yes () no (X)
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
No Budget Adjustment at this time			

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no () n/a (X)

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0.00
Annual Revenue 0.00

Fiscal Note Prepared by: Rick Hammen

For Financial Services purposes only

Reviewed By:

Michelle Uitenbroek

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:

Detail Expenditure Account Number

Amount

OUTAGAMIE COUNTY FISCAL NOTE

Date: 5/21/2024	
Comments:	