

**OUTAGAMIE COUNTY HIGHWAY DEPARTMENT**

**COUNTY / MUNICIPAL / STATE AGREEMENT**

French Road Traffic and Planning Study  
 STH 96 to CTH JJ

DATE: 12/10/2018  
 PROJECT: See Below  
 HIGHWAY: CTH "OO"  
 LIMITS: French Rd, 96 to JJ  
 MUNICIPALITY: Village of Little Chute  
 MUNICIPALITY: Town of Grand Chute  
 MUNICIPALITY: City of Appleton

The signatories **City of Appleton, Village of Little Chute and Town of Grand Chute**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the County of Outagamie, through its Highway Department, hereinafter called the County, to initiate and effect the highway or street improvement

**PROJECT DESCRIPTION:** Agreement is for a traffic and transportation planning study for French Road, pertaining to the intersection of CTH "OO" at French Road. The existing intersection is experiencing safety, capacity and delay issues. A planning study of French Road is required to understand improvements at CTH OO. The proximity and uncertainty of the future of STH 441 may impact the intersection and roadway long term. The first step is a comprehensive study of French Road between STH 96 to CTH JJ, to help determine the future purpose and need for this roadway in relation to the entire transportation network. The cost share estimate shown is for the planning study only. Intersection design and construction to be determined at a later date.

**COST ESTIMATE AND PARTICIPATION**

PHASE	***** ESTIMATED COST *****								
	Total Estimated Cost	Outagamie County	%	City of Appleton	%	Village of Little Chute	%	Town of Grand Chute	%
<b>CTH OO &amp; French Rd ENGINEERING:</b>									
Traffic Planning Study	\$40,000	\$20,000	50%	\$6,666.66	16.67%	\$6,666.66	16.67%	\$6,666.66	16.67%
Intersection Design	TBD								
<b>RIGHT OF WAY:</b>	TBD								
<b>CONSTRUCTION:</b>	TBD								
<b>TOTAL PROJECT COST</b>	<b>\$40,000</b>	<b>\$20,000</b>		<b>\$6,666.66</b>	<b>16.67%</b>	<b>\$6,666.66</b>	<b>16.67%</b>	<b>\$6,666.66</b>	<b>16.67%</b>

This request for the programming, design and construction is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the Highway Commissioner shall constitute an agreement between the County and the Municipality unless specifically modified or amended by supplemental written agreement between the County and the Municipality.

**Terms and Conditions**

1. When Federal Funds are involved, the improvement will be subject to the applicable Federal Aid Highway Acts and Regulations of the Federal Highway Administration, U.S. Department of Transportation.

2. This is a joint agreement between the County and the Municipality. The Municipality will be kept informed on the project status and will have input regarding the project. This project will be administered under the County Administrative Rule 10-02.
3. If the Municipality should withdraw the project, it will pay to the County any cost that has been incurred by the county on behalf of the project.
4. The project cost in the agreement is an estimate. The Municipality will be invoiced periodically, and agrees to pay based on actual costs incurred. Such costs may be greater or less than the estimated amount, however, the Municipality acknowledges that costs between the time this agreement is executed and the actual time of construction can vary.
5. The County's obligation to perform under this contract shall be subject to County Board appropriation of funds sufficient to fund the County's obligations herein.
6. The County and Municipality agree and understand that the Municipality is reserving its rights to assess any and all costs incurred by the Municipality for this project. The Municipality and County hereby further agree that the Municipality have the right to assess any of its costs upon terms deemed acceptable by the Municipality subject to the following: In the event county property is assessed or subject to assessment the county reserves the right to object to the propriety and / or correctness of the assessment formula or methodology, however, such right to object does not extend to the municipality's ability to assess. The county's right to object includes the ability to challenge the assessment methodology or formula in circuit court and to pursue appeals of circuit court decisions.
7. Operations and Maintenance responsibilities of facilities built with this project will be determined during design

BY:	Dean E. Steingraber, P.E.      Outagamie County Highway Commissioner	Date
BY:	Signed for and on behalf of: City of Appleton	Date
BY:	Signed for and on behalf of: Village of Little Chute	Date
BY:	Signed for and on behalf of: Town of Grand Chute	Date