

**INTERMUNICIPAL AGREEMENT BETWEEN THE  
CITY OF APPLETON AND THE TOWN OF GRAND CHUTE  
FOR THE CONSTRUCTION OF NEW TRAFFIC SIGNAL & RELATED ROADWAY IMPROVEMENTS AT THE  
RICHMOND & RIDGEVIEW INTERSECITON**

This Intermunicipal Cooperation Agreement (“**Agreement**” is entered into as of the date appearing at the end of this Agreement (“effective date”) by and between the CITY OF APPLETON (hereinafter referred to as “**CITY**”) and TOWN OF GRAND CHUTE (hereinafter referred to as “**TOWN**”). The purpose of this Agreement is to establish responsibilities and reimbursement of costs between the CITY and the TOWN for improvements at the intersection of Richmond Street (State Highway 47) and Ridgeview Drive to construct permanent traffic signal control. The CITY and the TOWN are each sometimes referred to herein as a “Party” and collectively as the “Parties”. This Intermunicipal Agreement has been executed by the Parties pursuant to authority granted in Wis. Stats. § 66.0301.

**SCOPE OF IMPROVEMENTS**

Install a new signal with monotubes (signal per lane and flashing yellow arrow displays), TS2 cabinet, Iteris NEXT detection system, Cobalt controller, and fiber communications at the following intersection: State Highway 47 (Richmond Street) and Ridgeview Drive. Geometric changes are necessary for sidewalks to achieve ADA and MUTCD compliance, along with increasing the NB/SB left turn lane storage necessary for permanent traffic signal control. Additional geometric changes involve tapering the Highway 47 median angle of the left turn lanes for optimal visibility and safety.

**RECITALS**

WHEREAS, the Parties wish to cooperate in the improvements at the intersection of Richmond Street (State Highway 47) and Ridgeview Drive to construct permanent traffic signal control;

WHEREAS, the CITY will successfully receive a grant for reimbursement of design and construction costs (90% of qualifying costs up to a maximum of \$576,000) from the Wisconsin Department of Transportation’s Signals & ITS Standalone (SISP) Program;

WHEREAS, the CITY will invoice the TOWN for 50% of all costs remaining after reimbursement of costs from the Wisconsin Department of Transportation’s SISP Program. Any real estate acquisition is exempt from SISP reimbursement. Any work (administrative, engineering or forces) by local government is exempt from SISP reimbursement;

WHEREAS, the CITY will take the lead in administration of design and construction. The CITY will invoice the TOWN for 50% of all CITY administrative and engineering services;

WHEREAS, the CITY will take the lead in any real estate or easement acquisition, if deemed necessary through design. The CITY will invoice the TOWN for 50% of all costs;

WHEREAS, the CITY will invoice the TOWN for 50% of all costs (miscellaneous materials, labor, machinery, tools) by CITY forces (Electricians, Sign Shop, etc.);

WHEREAS, the CITY will own and operate the new permanent traffic signal at this intersection once complete and operational. Maintenance of all other facilities will remain as they are once the project is complete;

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### COST ESTIMATE AND PARTICIPATION

	Total Estimated Cost	City of Appleton	Effective %	Town of Grand Chute.	Effective %
Design & Construction Cost  (after SISP reimbursement = 90% of qualifying costs up to a maximum of \$576,000)	\$64,000.00	\$32,000.00	50%	\$32,000.00	50%
City Design and Construction Administration	\$30,000	\$15,000.00	50%	\$15,000.00	50%
Real Estate or Easements	\$25,000	\$12,500.00	50%	\$12,500.00	50%
City Forces (Electricians, Sign Shop, Etc.)	\$11,000	\$5,500.00	50%	\$5,500.00	50%
<b>TOTALS</b>		<b>\$65,000.00</b>		<b>\$65,000.00</b>	

## **Additional Provisions**

Payment. Payment must be received by Appleton on or before the date indicated on the invoice.

Amendments. This Agreement may be amended at any time by mutual written agreement by the parties.

Indemnification. Both parties agree that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees, and agency while acting in the scope of their employment. Subject to any limitations in Sec. 893.80, Wis. Stat., and any similar statute, each party agrees to hold the other harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to person or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees, or agents of the Party while acting within the scope of their employment.

Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

Disputes. The parties shall endeavor to resolve any disputes as they pertain to this Agreement by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

No Assignment. No party to this Agreement may assign its interest in this Agreement to any other entity or individual.

Entire Agreement; Rules of Construction. The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and agreements, written or oral. The parties further acknowledge and agree that each party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.

Captions. The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

Governing Law. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement will lie in the Circuit Court for Calumet County.

Notice. For the purpose of this Agreement, the term "notice" shall mean notice in writing, provided in person or sent to the other party by United States Certified Mail or other mail delivery that provides

proof of mailing and delivery, unless an alternate method of service is agreed to in writing by the parties, and sent to the following:

To Appleton:           City of Appleton  
                              Department of Public Works  
                              100 North Appleton Street  
                              Appleton, WI 54911

To Grand Chute:       Town of Grand Chute  
                              Department of Public Works  
                              1900 W. Grand Chute Blvd.  
                              Grand Chute, WI 54913

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as indicated within the agreement.

**CITY OF APPLETON**

By: _____	By: _____
Jacob A. Woodford, Mayor	_____, City Clerk

Provision has been made to pay the liability that will accrue under this contract.	Approved as to form:
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_____ Jeri Ohman, Finance Director	_____ Christopher R. Behrens, City Attorney
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**TOWN OF GRAND CHUTE**

By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Provision has been made to pay the liability that will accrue under this contract.	Approved as to form:
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_____ Printed Name: _____ Finance Director	_____ Printed Name: _____ Town Attorney
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CL: A25-0158aka