

OUTAGAMIE COUNTY HIGHWAY DEPARTMENT

COUNTY / MUNICIPAL AGREEMENT

For an Urban County Trunk Highway Improvement Project

DATE:	<u>3/2022 BIL Application</u>
PROJECT:	<u>CTH JJ Reconstruction</u>
HIGHWAY:	<u>CTH "JJ" / E. Edgewood Drive</u>
LIMITS:	<u>Lightning Drive to Cherryvale Avenue</u>
MUNICIPALITY:	<u>City of Appleton</u>

The signatory municipality **City of Appleton**, 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 hereinafter described.

PROJECT DESCRIPTION:

This agreement is for the engineering design, right-of-way acquisition, and reconstruction of CTH "JJ" from Lightning Drive to Cherryvale Drive / east city limit. The 1.1-mile highway corridor is in need of reconstruction to meet future traffic capacity and development needs. The highway is anticipated to be reconstructed to a 2-lane urban cross section with on-street bicycle accommodations provided on both sides of the roadway. A 5-ft sidewalk and multimodal trail are anticipated to be provided along the north and south sides of the roadway, respectively. The existing intersection at French Road is anticipated to be reconstructed to add capacity and improve safety and operations. Stormwater treatment facility(ies) are anticipated to accommodate stormwater from the urbanized roadway. Local utilities (i.e. sanitary sewer, watermain, etc) extended, replaced, and/or adjusted with this project will be the responsibility of the Municipality. Outagamie County may receive funding through the WisDOT Local Program to offset a portion of qualifying design and construction costs.

COST ESTIMATE AND PARTICIPATION							
PHASE	***** ESTIMATED COSTS *****						
	Total Estimated Cost	WisDOT STP Funds #		Outagamie County		City of Appleton	
		Cost	Cost	%	Cost	%	Cost
ENGINEERING: *							
CTH JJ Roadway	\$200,000	\$0	80%	\$20,000	10%	\$20,000	10%
French Road Intersection	\$100,000	\$0	80%	\$10,000	10%	\$10,000	10%
Utility Design	TBD	\$0	0%	\$0	0%	TBD	100%
TOTAL ENGINEERING	\$300,000	\$0		\$30,000		\$30,000	
RIGHT OF WAY:	\$200,000	\$0	0%	\$200,000	100%	\$0	0%
CONSTRUCTION: *							
CTH JJ Roadway	\$4,200,000	\$3,360,000	80%	\$420,000	10%	\$420,000	10%
French Road Intersection	\$800,000	\$640,000	80%	\$80,000	10%	\$80,000	10%
Local Utilities	TBD	\$0	0%	\$0	0%	TBD	100%
TOTAL CONSTRUCTION	\$5,000,000	\$4,000,000		\$500,000		\$500,000	
TOTAL PROJECT COST	\$5,500,000	\$4,000,000		\$730,000		\$530,000	

* Includes assumed oversight (WisDOT, County) costs.

Subject to change based on terms of executed State/Municipal Agreement (SMA)

This request for the programming, engineering design and construction of an urban highway improvement is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such requests 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 & 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(s) that has been incurred by the County on behalf of the project.
4. **The project costs shown in the agreement are an estimate.** The Municipality will be invoiced periodically, and agrees to pay based on actual costs incurred plus a fixed administration fee. Such costs may be greater or less than the estimated amount(s), however, the Municipality acknowledges that costs between the time this agreement is executed and the actual time of construction may 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 has 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.

Outagamie County will typically maintain the following items:

- a. Roadway pavement surface and roadway base bounded by flangelines of curb and gutter and terminating at the end of the radius along connecting streets.
- b. Curb & gutter along the County Trunk Highway terminating at the end of the radius along connecting streets
- c. Roadway and/or mainline driveway culverts that are independent of the storm sewer system.
- d. Roadway signing and pavement markings necessary for safe operation & control of vehicular traffic.
- e. Street lighting required for the safety & operation of an intersection.
- f. Median island surfacing, if present.
- g. Typical County mowing and brush clearing within the right-of-way.
- h. Maintain records of the highway, right-of-way, and approved utility and access permits.

The Municipality will typically maintain the following items:

- a. Roadway pavement and curb & gutter located along connecting side streets beyond termini defined above.
- b. Storm sewer drainage pipes, structures, & ancillary stormwater treatment features.
- c. Off-road sidewalks, multimodal facilities, and pedestrian crossings.
- d. Signing and pavement markings necessary for sidewalks, trail crossings, or multi-modal facilities.
- e. Street lighting not required for the safety & operation of an intersection.
- f. Aesthetic mowing and care of trees, shrubs, and/or landscaping features located within the Highway right-of-way.
- g. Maintenance of connecting side streets terminating at the end of curb radii or crosswalk, whichever is farther from the County highway centerline.
- h. Local utility mains and/or service lines including sanitary sewers, water mains, etc.
- i. Public utility appurtenances located on the right-of-way including manholes, water valves, hand holes, etc.
- j. Additional amenities requested by the Municipality.

APPROVALS & CONCURRENCE

BY: _____
Dean E. Steingraber, P.E. Outagamie County Date
Highway Commissioner

BY: _____
Signed for and on behalf of: City of Appleton Date
Title:

BY: _____
Signed for and on behalf of: City of Appleton Date
Title: