OUTAGAMIE COUNTY HIGHWAY DEPARTMENT

COUNTY / MUNICIPAL / STATE AGREEMENT

CTH JJ - CTH E to Lightning Drive

*** DRAFT ***

DATE:

6/1/2016

PROJECT:

See Below

HIGHWAY:

CTH "JJ"

LIMITS:

CTH "E" to Lightning Dr

MUNICIPALITY:

MUNICIPALITY:

City of Appleton

The signatory 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:

Agreement is for engineering design, right-of-way, and construction of the project, and agreement on future maintenance by each agency. Local funds are planned for this project.

COST ESTIMATE AND PARTICIPATION

	***** ESTIMATED COST SHARE *****						
	Total Estimated			Outagamie		City of	
PHASE	Costs	Wisconsin DOT	%	County	%	Appleton	%
ENGINEERING:	\$170,490.60	\$0	0%	10			
CONSULTANT DESIGN	\$170,490.60			\$85,245.30	50%	\$85,245.30	50%
PROJECT DEVELOPMENT				Paid by each agency - no cost share			
RIGHT OF WAY:	\$420,000.00	\$0					
HIGHWAY & INTERSECTION	\$50,000			\$50,000	100%	\$0	0%
WETLAND IN-LIEU FEE	\$70,000			\$14,000	20%	\$56,000	80%
STORMWATER POND	\$180,000			\$90,000	50%	\$90,000	50%
LIGHTNING DR EXT	\$120,000			\$0	0%	\$120,000	100%
CONSTRUCTION:	\$2,320,000	\$0	ii.	11			
HIGHWAY & INTERSECTION	\$1,600,000			\$800,000	50%	\$800,000	50%
STORMWATER POND	\$400,000			\$200,000	50%	\$200,000	50%
LIGHTNING DR EXT	\$125,000			\$0	0%	\$125,000	100%
OFFROAD MULTIMODAL	\$155,000			\$0	0%	\$155,000	100%
PEDESTRIAN EXTRAS	\$40,000			\$0	0%	\$40,000	100%
TOTAL							
PROJECT COST	\$2,910,490.60	\$0	0.0%	\$1,239,245.30	42.6%	\$1,671,245.30	57.4%

This request for the programming, 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

- 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.
- 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 Municipalities 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 Municipalities acknowledges that costs between the time this agreement is executed and the actual time of construction can vary.
- 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 are as follows:

Outagamie County will maintain the following:

- a. Highway surface and roadway base between outside curblines
- b. Curb & gutter along the County Trunk Highway, and within the roundabout center circle
- c. Roadway signing and pavement marking
- d. Median island surface or landscaping, including the center of the roundabout

City of Appleton will maintain the following:

- a. Lightning Drive north and south of the roundabout intersection circle
- b. All storm sewer drainage pipes, structures, and storm water pond
- c. Off-road multimodal facilities and crossings
- d. Signing and pavement markings symbols for dedicated bike lanes and multi-modal facilit
- e. Mowing or landscaping outside the roadway curblines.
- f. Overhead street lighting along the County Trunk Highway and the roundabout
- g. Pedestrian signals and warning devices

The school driveway and the development driveways are the maintenance of each respective owner.

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Dean E. Steingraber, P.E. Outagamie Co	ounty Highway Commissioner	Date
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Signed for and in behalf of: City of Appleton		Date
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