

## **OUTAGAMIE COUNTY HIGHWAY DEPARTMENT**

### **COUNTY / MUNICIPAL COST AGREEMENT**

DATE:	<u>10/11/2024</u>
PROJECT:	<u>I-41 Expansion</u>
HIGHWAY:	<u>County "E"</u>
LIMITS:	<u>Ballard Rd Interchange</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 Outagamie County, to initiate and effect the highway or street improvement hereinafter described.

#### **PROJECT DESCRIPTION:**

This agreement is for the engineering, design, and construction of aesthetic features and landscaping items being incorporated into the CTH E (Ballard Road) interchange as part of the I-41 corridor expansion project. The majority of project costs are being provided entirely by WisDOT with a portion being funded by local government entities. Outagamie County and the Municipality have agreed to share in the cost of designing and constructing aesthetic treatments and landscaping features within the footprint of the new interchange. This agreement is for the final design of landscaping features based on the initial concept plan and construction/installation of aesthetic features, landscaping, and various roadway features. It also identifies the associated party for future maintenance of these features. It is assumed that all features will be constructed concurrently with WisDOT improvements.

COST ESTIMATE AND PARTICIPATION					
PHASE	***** ESTIMATED COSTS *****				
	Total Estimated Cost	Outagamie County		City of Appleton	
		Amount	%	Amount	%
<b><u>ENGINEERING</u></b>					
Final Design / Engineering	\$27,000	\$13,500	50%	\$13,500	50%
County Oversight	\$3,000	\$1,500	50%	\$1,500	50%
TOTAL ENGINEERING	\$30,000	\$15,000		\$15,000	
<b><u>RIGHT OF WAY:</u></b>	\$0	\$0	100%	\$0	0%
<b><u>CONSTRUCTION</u></b>					
Aesthetics / Landscaping Items	Refer to 1130-65-76 State/Municipal Financial Agreement for cost share breakdown(s)				
Ballard & Capitol Intersection					
Structure Staining					
TOTAL CONSTRUCTION					
<b>TOTAL PROJECT COST</b>	<b>\$30,000</b>	<b>\$15,000</b>		<b>\$15,000</b>	

This request for maintenance, 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 named unless specifically modified or amended by supplemental written agreement between both parties.

## **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 that has been incurred by the County on behalf of the project.
4. **The project cost estimates shown in this agreement are an estimate.** The Municipality will be invoiced periodically, and agrees to pay based on actual costs incurred plus a fixed administrative fee. Such costs may be greater or less than the estimated amounts shown, 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 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 & Maintenance responsibilities of facilities owned, maintained, or constructed under this agreement are as follows:  
Outagamie County shall maintain the following:
  - a. Median island surfacing.
  - b. Typical County mowing (non-aesthetic) and brush clearing within the highway right-of-way.
  - c. Snow removal and de-icing of roadway and pavement areas.

The Municipality shall maintain the following:

- a. Sidewalks, multimodal facilities, and pedestrian crossings, including curb ramps.
- b. Snow removal and de-icing of sidewalks and multimodal facilities.
- c. Signing and pavement markings associated with sidewalks, bicycle lanes, and/or multi-modal facilities.
- d. Intelligent Transportation System (ITS) equipment including traffic camera(s), pole(s), and supporting items.
- e. Trees, shrubs, aesthetic mowing, and/or landscaping features located within the highway right-of-way.
- f. Local utility mains and/or service lines including sanitary sewers, water mains, etc.
- g. Local utility appurtenances located on the right-of-way including manholes, water valves, etc.

*\* Note: other items not shown fall under WisDOT jurisdiction.*

## **APPROVALS & CONCURRENCE**

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

BY: \_\_\_\_\_  
Kevin Engelbert Outagamie County Development & Land Services Director Date

BY: \_\_\_\_\_  
Signed for and on behalf of: City of Appleton Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit 1 - Ballard Rd (CTH E)

## Sidewalk Maintenance

**The Municipality** shall maintain all sidewalk placed within the Diverging Diamond Interchange (DDI).

## Snow Removal Maintenance

**The Municipality** shall perform snow removal for all sidewalk at the Ballard Road DDI.

## Bridges and retaining walls

**The Municipality** shall maintain the decorative staining on the Ballard Road bridges **B 44-0324**, **B 44-0325** and retaining walls **R 44-0040** and **R 00041**.

## Concrete Maintenance

**WisDOT** will be responsible for maintenance of the 5 ft of concrete behind the back of curb and cross walks (typical).

*\*The Municipality is responsible for the difference between the standard concrete cost and the colored concrete costs.*

## Silhouette Maintenance

**The Municipality** shall maintain the decorative silhouettes placed on bridges **B 44-0324** and **B 44-0325**.

## Landscape Maintenance

**The Municipality** shall maintain all the vegetation/ landscaping placed in the islands of the Diverging Diamond Interchange (DDI).

## Landscape Maintenance

**The Municipality** shall maintain all trees/ landscaping placed in the area adjacent to the sidewalk(s) and islands.

## Parking Maintenance

**WisDOT** will maintain signal truck parking area.

## General/ Storm Sewer Maintenance

**The Municipality** shall be responsible for maintenance of anything north of the curb and gutter (STA 622+50) on the south side of the park and ride.

## Park and Ride Maintenance

**WisDOT** will maintain curb and gutter, pavement, signing, lighting and pavement markings.

## General/ Storm Sewer Maintenance

**The Municipality** shall be responsible for maintenance of anything south of the storm sewer inlets (STA 604+00) north of the driveway on the west side of Ballard Road.



## Bike Lane Pavement Marking

**The Municipality** will maintain bike lane pavement marking symbols.



## Street Lighting

**WisDOT** will be responsible for maintenance of the street lighting between Capitol Drive and Evergreen Drive.



## ITS Facilities

**The Municipality** shall be responsible for municipal ITS items including camera, pole, base, and ancillary equipment.

## Note:

Any other feature not called out within the SMMA text or identified on this exhibit as Municipal responsibility falls under WisDOT maintenance responsibility.