

OUTAGAMIE COUNTY HIGHWAY DEPARTMENT

INTERGOVERNMENTAL COST AGREEMENT

For an Urban County Trunk Highway Improvement Project

DATE:	<u>6/1/2022</u>
PROJECT:	<u>2022 Paving Projects</u>
HIGHWAY:	<u>See below</u>
LIMITS:	<u>See below</u>
MUNICIPALITY:	<u>City of Kaukauna</u>

The signatory municipality **City of Kaukauna**, 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 construction of several County Highway repaving or resurfacing projects scheduled during the 2022 construction season and further defined below. The overall scope of each project includes rehabilitation or replacement of the existing asphalt pavement and adjustment of various municipality-owned utility features. In addition, it is anticipated that the municipality will complete various concrete improvements such as curb and gutter repair, sidewalk installation, etc., prior to each County repaving project.

CTH J (Lawe Street) STH 55 - Lamplighter Project 590400

This project originates from the STH 55 / Delanglade Street intersection and extends to the intersection of Lamplighter Drive. The project scope consists of removing and replacing the existing asphalt pavement. Underlying concrete pavement will also be removed and back-filled. Municipal improvements include spot curb & gutter repairs and placement of new concrete sidewalk at locations within the project limits and will be locally funded. Municipal utility features will require adjustment to the proposed finished pavement elevation and will be locally-funded.

CTH Q (Hillcrest Drive) CTH CE - CTH Z Project 590600

This project originates from the CTH Z / Dodge Street intersection and extends to the northern limits of the intersection with County CE. The project scope consists of improving the existing asphalt pavement by profile milling and placing a new asphalt overlay. Municipal improvements include spot curb & gutter and concrete sidewalk repairs at locations within the project limits and will be locally funded. Municipal utility features will require adjustment to the proposed finished pavement elevation and will be locally-funded.

CTH J (Hyland Avenue) I-41 - CTH JJ Project 590700

This project originates from the north limits of the I-41 interchange and extends to the intersection of County JJ. The project scope consists of improving the existing asphalt pavement by milling and placing a new asphalt overlay and widening the paved shoulder to County standards. The existing median islands will remain in place. No bicycle or pedestrian accommodations are being requested by the municipality and no other municipal improvements are anticipated. Municipal utility features are not anticipated to be impacted.

COST ESTIMATE AND PARTICIPATION					
PHASE	***** ESTIMATED COST *****				
	Total Estimated Cost	Outagamie County Highway Department		City of Kaukauna	
		Cost	%	Cost	%
COUNTY J (LAW STREET)					
Pavement Replacement	\$550,000	\$550,000	100%	\$0	0%
Utility Adjustments *	\$10,000	\$0	0%	\$10,000	100%
PROJECT TOTAL	\$560,000	\$550,000		\$10,000	
COUNTY Q (HILLCREST DRIVE)					
Pavement Replacement	\$470,000	\$470,000	100%	\$0	0%
Utility Adjustments *	\$20,000	\$0	0%	\$20,000	100%
PROJECT TOTAL	\$490,000	\$470,000		\$20,000	
COUNTY J (HYLAND AVENUE)					
Pavement Replacement	\$220,000	\$220,000	100%	\$0	0%
Non-Participating Items	#	\$0	0%	#	100%
PROJECT TOTAL	\$220,000	\$220,000		\$0	
TOTAL PROJECT COST	\$1,270,000	\$1,240,000		\$30,000	

Notes:

* Actual costs to be billed by Outagamie County; materials provided by Municipality (see Note 4).

If requested by municipality.

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 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 estimates shown in this agreement are an estimate.** The Municipality will be invoiced, and agrees to pay based on actual costs incurred plus an 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. Highway pavement surface and roadway base bounded by flangelines of curb and gutter and terminating at the end of the radius along connecting streets.
- b. Roadway and/or mainline driveway culverts that are independent of the storm sewer system.
- c. Roadway signing and pavement markings necessary for safe operation & control of vehicular traffic.
- d. Median island surfacing, if present.
- e. Typical County mowing (non-aesthetic) and brush clearing within the right-of-way.
- f. Maintain records of the highway and right-of-way, including utility and access permits.

The Municipality shall maintain the following:

- a. Roadway pavement and curb & gutter located along connecting side streets beyond termini defined above.
- b. Curb & gutter along the County Trunk Highway and at any connecting streets.
- c. Storm sewer drainage pipes, structures, & ancillary stormwater treatment features or as agreed to by separate instrument.
- d. Off-road sidewalks, multimodal facilities, and pedestrian crossings.
- e. Signing and pavement markings necessary for sidewalks, trail crossings, and/or multi-modal facilities.
- f. Street lighting located along the County Trunk Highway and at any side street intersections.
- g. Aesthetic mowing, trees, shrubs, and/or landscaping features located within the right-of-way.
- h. Maintenance of connecting side streets terminating at the end of curb radii or crosswalk, whichever is farther from the County highway centerline.
- i. Local utility mains and/or service lines including sanitary sewers, water mains, etc.
- j. Local utility appurtenances located on the right-of-way including manholes, water valves, etc.
- k. Additional amenities requested by the Municipality

APPROVALS & CONCURRENCE

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

BY: _____
Signed for and on behalf of: City of Kaukauna Date