

**AGREEMENT BETWEEN THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT  
AND  
THE TOWN OF CLAYTON  
FOR  
DESIGN ENGINEERING, RIGHT OF WAY ACQUISITION, and CONSTRUCTION**

The following sets forth the terms of an agreement made by the Winnebago County Highway Department and the Town of Clayton. The purpose of the Agreement is to define the terms and conditions under which design engineering, right of way acquisition, and construction activities will be cost shared in order to facilitate the jurisdictional transfer of County Highway "T" from Pioneer Road to County Highway "II" to the Town of Clayton and Pioneer Road from County Highway "T" to County Highway "II" to Winnebago County. Cost sharing will be listed in terms of a percentage of responsibility for purposes of this agreement.

Winnebago County intends to facilitate and manage both projects and to facilitate the construction of both projects, all costs will be separated by the percentages listed below. The Town of Clayton shall make all decisions related to the scope of the County Highway "T" (Pioneer Road to CTH "II") project other than pulverizing and paving and Winnebago County shall make all decisions related to the project scope of the Pioneer Road (County Highway "T" to County Highway "II") project. Prior to the expenditure of funds both the Town of Clayton and Winnebago County agree to take action regarding resolutions authorizing the transfer of jurisdiction. Failure to pass a resolution transferring jurisdiction by either party will make this agreement null and void.

This agreement shall be construed according to the laws of the State of Wisconsin.

The provisions of this agreement are intended to be enforceable between the parties and the parties respective successors and assigns.

Winnebago County and the Town do hereby agree as follows:

**County Highway "T" ( Pioneer Road to County Highway "II")**

**Town of Clayton Participation:**

1. 50% all costs to pulverize the existing asphalt roadway.
2. 50% all costs to install 3 inches of hot mix asphalt pavement.
3. 100% all costs associated with design engineering if applicable.
4. 100% all costs associated with sidewalk and curb and gutter if applicable.
5. 100% all costs associated with storm sewer if applicable.
6. 100% all costs associated with right of way acquisition if applicable.
7. 100% all costs associated with bicycle and pedestrian accommodations if applicable.
8. 100% all costs associated with earthwork related items if applicable.
9. 100% all costs associated with utility relocations or adjustments if applicable.

Winnebago County Participation:

1. 50% all costs to pulverize the existing asphalt roadway.
2. 50% all costs to install 3 inches of hot mix asphalt pavement.
3. 100% all costs to inspect the concrete box culvert.
  - a. 100% all costs to replace the box culvert if found to have a life expectancy less than 10 years beyond the execution of the agreement.
  - b. 100% all costs to scrape and repaint railings one time.

Pioneer Road (County Highway "T" to County Highway "H")

Town of Clayton Participation:

1. 0% all costs associated with design engineering.
2. 0% all costs associated with right of way acquisition.
3. 0% all costs associated with construction.

Winnebago County Participation:

1. 100% all costs associated with design engineering.
2. 100% all costs associated with right of way acquisition.
3. 100% all costs associated with construction.

Signed on behalf of the Town of Clayton:

 Date: 08/21/2019

Signed on behalf of Winnebago County:

 Date: 9/19/19