

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 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.
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 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 facilities
 - 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.

