

Memorandum of Agreement for Stormwater Detention Pond Construction and Maintenance
between
City of Appleton and Wisconsin DOT
2/3/2026

Project ID 1130-63-01 & 1130-65-78
STH 96 – CTH F
IH 41
Outagamie County

Introduction

This Memorandum of Agreement (MOA) documents decisions and responsibilities agreed to by the Wisconsin Department of Transportation (Department); and the City of Appleton (Municipality); through each agency undersigned duly authorized officers or officials.

The purpose of the MOA is to specify:

- Construction responsibilities of the Department
- Storm Water Quality Allocations
- Repair responsibilities of all parties
- Maintenance responsibilities of all parties

Project Concepts

As part of the IH 41, STH 96 – CTH F Expansion Project, under construction project ID 1130-65-78 (the “Project”), which is currently scheduled to be completed by November of 2029, the Department shall construct a stormwater detention pond and related stormwater management facilities, as more fully described herein (the “Detention Pond”) near the northwest quadrant of the WIS 441 / IH 41 interchange in order to meet the stormwater quality performance standards in Trans 401 and NR 151.

In order to construct the Project, the Department requested that a portion of the existing drainage patterns be altered to allow for construction of the Project and associated roadwork. Specifically, this includes combining two currently separate and parallel drainageways owned by the City of Appleton and the Department. The drainage pattern alterations will impact the flow to the Municipality’s Northeast Business Park Pond (NEBPP). A portion of the City of Appleton drainage area to the NEBPP pond will be re-routed to the Detention Pond. In order to efficiently discharge water from the Detention Pond, the Detention Pond outlets into the Municipality’s NEBPP.

Additionally, the Department will be creating a small separate direct drainage area discharge connection to the NEBPP from WisDOT lands and replacing the existing 54” corrugated metal pipe outlet pipe of the NEBPP with a 54” reinforced concrete pipe at the City’s request. A map showing the location of the NEBPP and other associated area improvements is provided in Exhibit A.

If treatment of Municipality area in the Detention Pond is not accounted for, the alterations will reduce the NEBPP storm water quality treatment of Municipality areas which is essential to the Municipality

meeting the Wisconsin Department of Natural Resources storm water quality requirements under the Municipality's Municipal Separate Storm Sewer System (MS4) permit.

The municipality and the Department agree that the portion of the storm water quality improvements for total suspended solids (TSS) and total phosphorus (TP) from the Detention Pond that treat's Municipal area be documented and allocated to the Municipality equal to those lost due to the Project.

In exchange for the allocation of the storm water quality treatment credit for municipal land areas, the Municipality agrees that the Detention Pond and new separate direct drainage area are allowed to discharge into the NEBPP once construction is complete.

WisDOT Detention Pond and NEBPP Related Construction Responsibilities

The Department shall complete the construction of the Detention Pond, combining the drainageway, and modifications to other inlet and outlet pipes of the NEBPP Pond, funded 100% by the Department. The Department shall be responsible for securing any additional right-of-way and other property owner approvals necessary to construct and maintain (for both the Department and Municipality) the Detention Pond, drainageway, and other related items covered by this MOA. The Department shall construct the herein described Detention Pond, drainageway, and other related items as part of the Project.

The Department shall provide the Municipality with final design quantity and quality computer models and any associated maps/documentation for the Detention Pond. The Municipality will provide the Department with existing WinSLAMM computer model to determine pre-existing conditions prior to the construction of the Project. The storm water quality TSS and TP reduction for the Municipality following completion of the Project shall remain equivalent or better than it is in the existing condition.

The Department shall provide as-built plans to the Municipality and demonstrate that it was constructed and performs as intended under the project plans and specifications, and the terms of this Agreement, following completion of the Detention Pond.

WisDOT Maintenance Responsibilities

The Department shall be responsible for the reconstruction or repair of the Detention Pond in the event of a catastrophic flood, failure, or substantial destruction of the Detention Pond at its sole cost and expense during and after the construction of the Project. This includes any necessary replacement of pipe, inlets, manholes, or endwalls and the repair and replacement of backflow preventers.

Once construction of the Project is complete, the Department agrees to provide routine maintenance and inspection of the Detention Pond and drainageway at their sole cost and expense to ensure that the Detention Pond operates properly. The Department agrees to provide for all regular operation and maintenance of the Detention Pond sufficient to continue operating effectively and achieving the required stormwater quality and total suspended solids (TSS) reduction of greater than 80.3% and in accordance with applicable Department maintenance policies.

The Department shall be responsible for ownership, operation, and maintenance of pipes, inlets, manholes, endwalls, or check valves that tie into the pond but are located outside of the pond berm. Furthermore, the Department shall be responsible for ownership and maintenance of pipes that

discharge into the NEBPP and adjacent embankments. Exhibit B shows the limits of Department owned and maintained infrastructure. If notified by City of Appleton of concerns during City inspections, the Department shall respond with a schedule to address the concerns in a timely manner.

The Department also agrees to provide for measuring depth of soil and debris accumulation within the Detention Pond and main sedimentation basin and for dredging of soil and debris accumulation from the Detention Pond and main sedimentation basin, such that the pond continues to improve storm water quality of the area runoff. The Department shall be 100% responsible for the engineering and surveying required for determining soil and debris accumulation within the pond. The Department agrees to take ownership of any dredged material and shall dispose or manage the material as required under Chapter NR 528 of the Wisconsin Administrative Code. The cost share for this dredging shall be split between the Municipality and the Department based on estimated TSS loading generated as shown in the table below. The cost share between the Department and the Municipality shall be apportioned to the Department for 63% of the dredging costs and the Municipality for 37% of the dredging costs, exclusive of engineering costs. The Department's and the Municipality's participation in such costs is subject to the availability of funding allocation by both the Department and Municipality.

Estimated Annual TSS Load Generated (LBS)

Pond	City of Appleton		WisDOT		Total	
	TSS	TP	TSS	TP	TSS	TP
A	15,809	35.9	26,873	81.38	42,682	117.3
	37%	31%	63%	69%	100%	100%

The Department agrees that no changes shall be made that will reduce the pollutant removal rates of the Detention Pond to the NEBPP without the approval of the Municipality.

Detention Pond Underlying Land ownership

The land under the Detention Pond is solely owned by the Department. There will be no transfer of land between the Department and the Municipality as part of the Project. The Department shall acquire rights-of-way, and any temporary and permanent construction easements as needed to complete the project.

Terms Survive Transfer

All terms and rights in this Agreement shall remain in full force and effect for so long as the Detention Ponds are used.

Approval of Memorandum of Agreement

This Agreement is made by the undersigned under proper authority to make such Agreement for the Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Additional Costs

Nothing in this Agreement referencing costs that could be or will be incurred by the Municipality is intended to limit the Municipal's ability to pass said costs on to others as within their authority.

Miscellaneous Provisions

- a. This Addendum and Agreement supersedes any other previous agreement(s) between the Parties.
- b. The parties executing this Agreement represent and warrant that each have the authority for their respective parties to undertake the obligations contained in this Agreement. This Agreement is effective on the date the document is duly executed by all Parties hereto. This Agreement shall be null and void if not duly executed by all signatories by _____, 2026.
- c. This Agreement may be executed in counterparts, and when taken together, shall be deemed one Agreement.
- d. This Agreement shall be construed according to the internal laws of the State of Wisconsin.
- e. The provisions of this Agreement are intended to be enforceable between the Parties and the Parties' respective successors and assigns. Nothing herein shall limit the statutory obligations and privileges of WisDOT, and nothing in this Agreement shall prevent WisDOT from revising or revoking any permitted access points should the terms of this Agreement be breached or as otherwise permitted by law.
- f. In the event of a dispute, the Parties shall meet and attempt to resolve the dispute informally. In the event any terms of this Agreement are violated, WisDOT may take action to enforce its rights under this Agreement through judicial proceeding or other method of dispute resolution.
- g. This Agreement shall be recorded in a manner agreed to by all parties, to ensure all affected parties have full and equal access to this Agreement.

Signed for and in behalf of the City of Appleton:

_____ Signature	_____ Title	_____ Date
_____ Signature	_____ Title	_____ Date
_____ Signature	_____ Title	_____ Date

Signed for and in behalf of the Wisconsin Department of Transportation:

_____ Printed Name	_____ Title	_____ Date
_____ Signature		

LEGEND

441 POND A DRAINAGE AREA:

DRAINAGE AREA OUTSIDE OF DOT ROW:

Exhibit A

	City of Appleton	WisDOT	Total
Area (ac)	41.4	70.6	112.0
Total TSS Generated (lbs)	15,809	26,873	42,682
Total TSS Removed (lbs)	13,003	21,256	34,259
TSS % Reduction	82.3%	79.1%	80.3%
Total Phosphorus Generated (lbs)	35.9	81.38	117.3
Total Phosphorus Removed (lbs)	24.3	49.32	73.6
TP % Reduction	67.7%	60.6%	62.8%

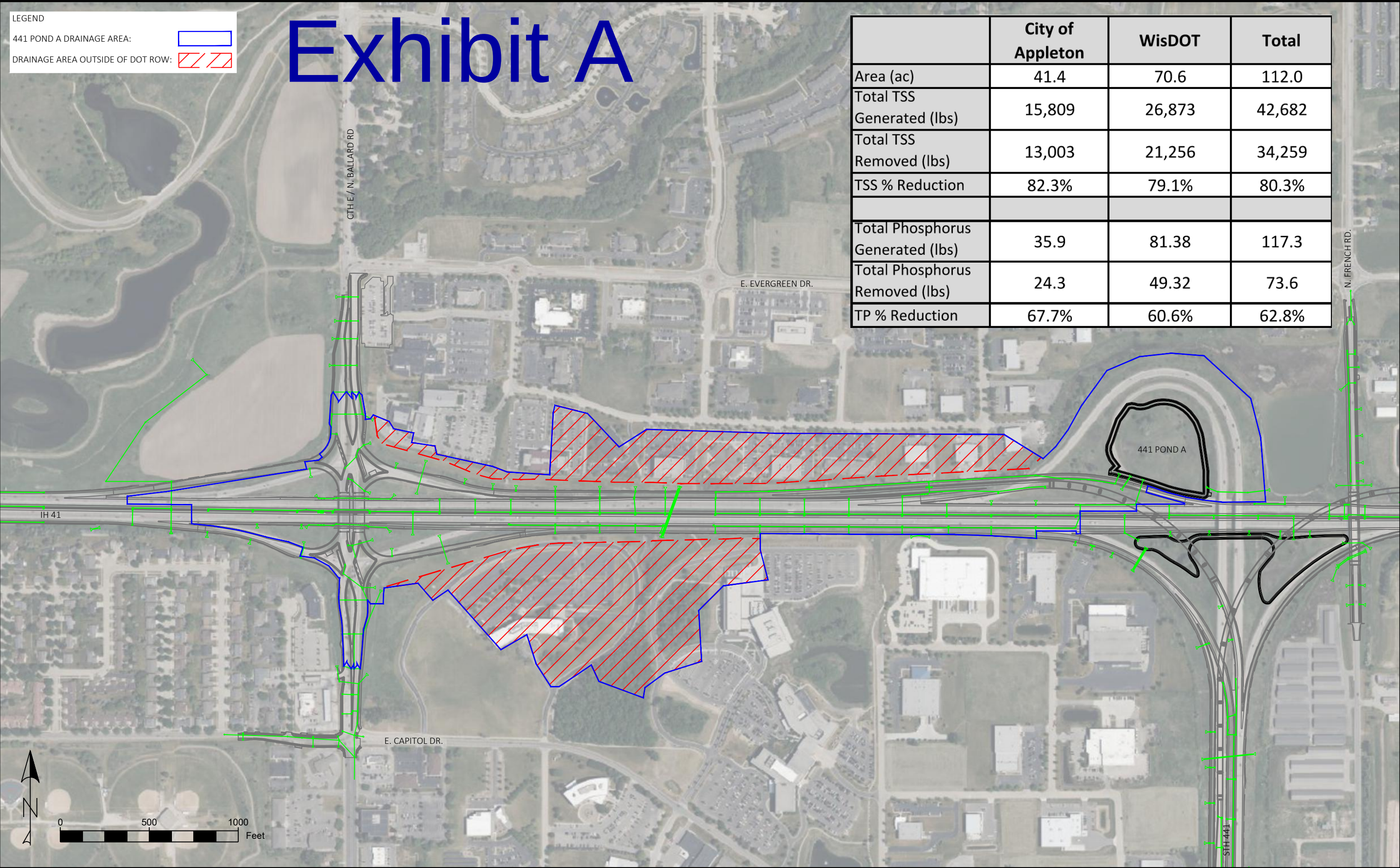
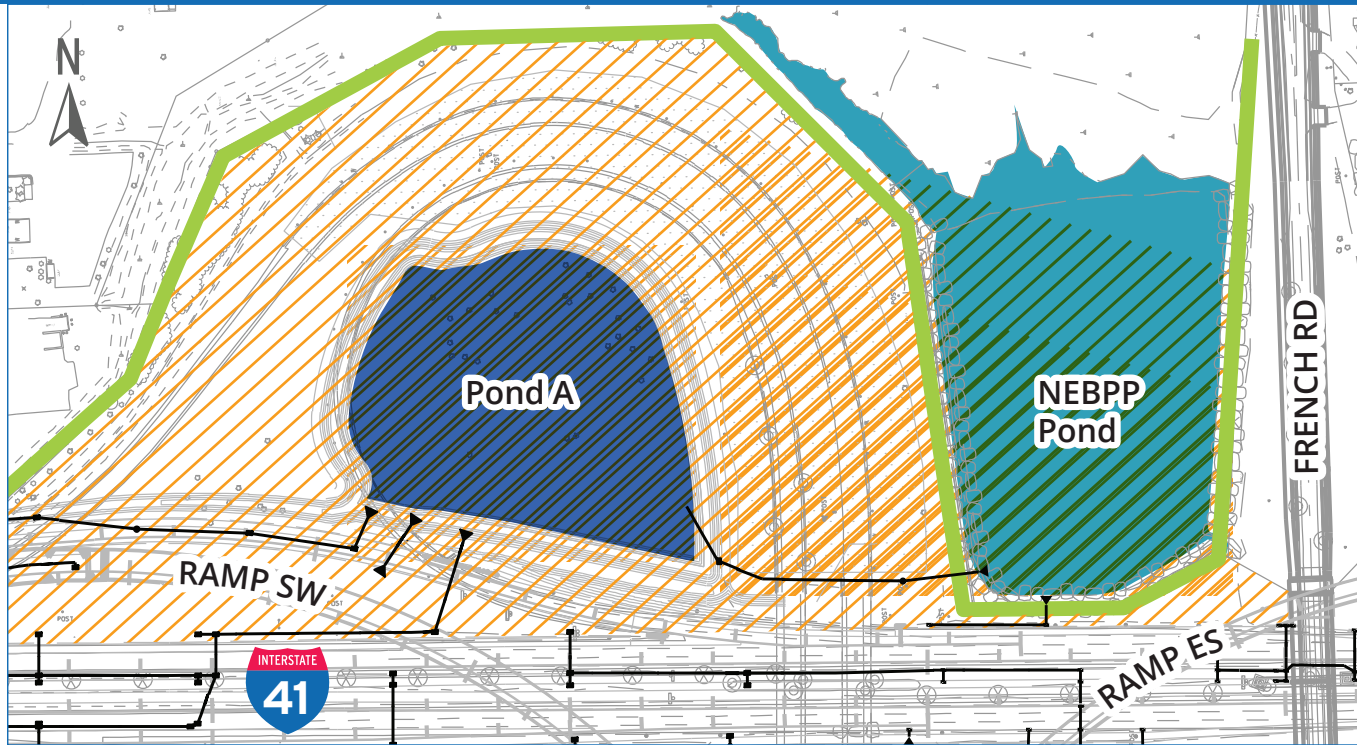


Exhibit B - I-41 and WIS441 Pond 1A



- Right-of-way limits
- Highway right-of-way limits maintained by **Wis DOT**
- NEBPP pond maintained by **The Municipality**
- Pond A maintained by **WisDOT**

