



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: 6/30/2025
ID: 1130-65-81
Road Name: IH 41
Limits: French Rd Overpass
County: Outagamie

The signatory City of Appleton, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1130-65-81.

Existing Facility - Describe and give reason for request: The IH 41 Project corridor, which has four travel lanes – two in each direction – is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of its pavement and several bridges are nearing the end of their useful lives and must be replaced.

The French Road Bridge over IH 41 conflict with the proposed improvements at the IH 41 and STH 441 systems interchange. The existing bridge needs to be replaced.

Proposed Improvement - Nature of work: The existing structure carrying French Road over IH 41 will be removed and replaced with a three-span concrete girder structure (B-44-0329).

French Road will be reconstructed from a two-lane rural typical section to a two-lane urban typical section with bike lanes. The limits of the reconstruction of French Road extend from approximately 700 feet south of IH 41 and 1,225 feet north of IH 41.

Sidewalk will be installed on structure (B-44-0329) and within the project limits.

Work will also include storm sewer installation, erosion control, fertilizer/seed/ mulch, permanent signing, pavement marking and temporary traffic control.

Street lighting will be installed along French Road within the project limits.

Community Sensitive Design (CSD) amenities, structure staining and decorative silhouettes will be added to bridge B-44-0329.

ITS components will be installed for the City of Appleton.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1130-65-81. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

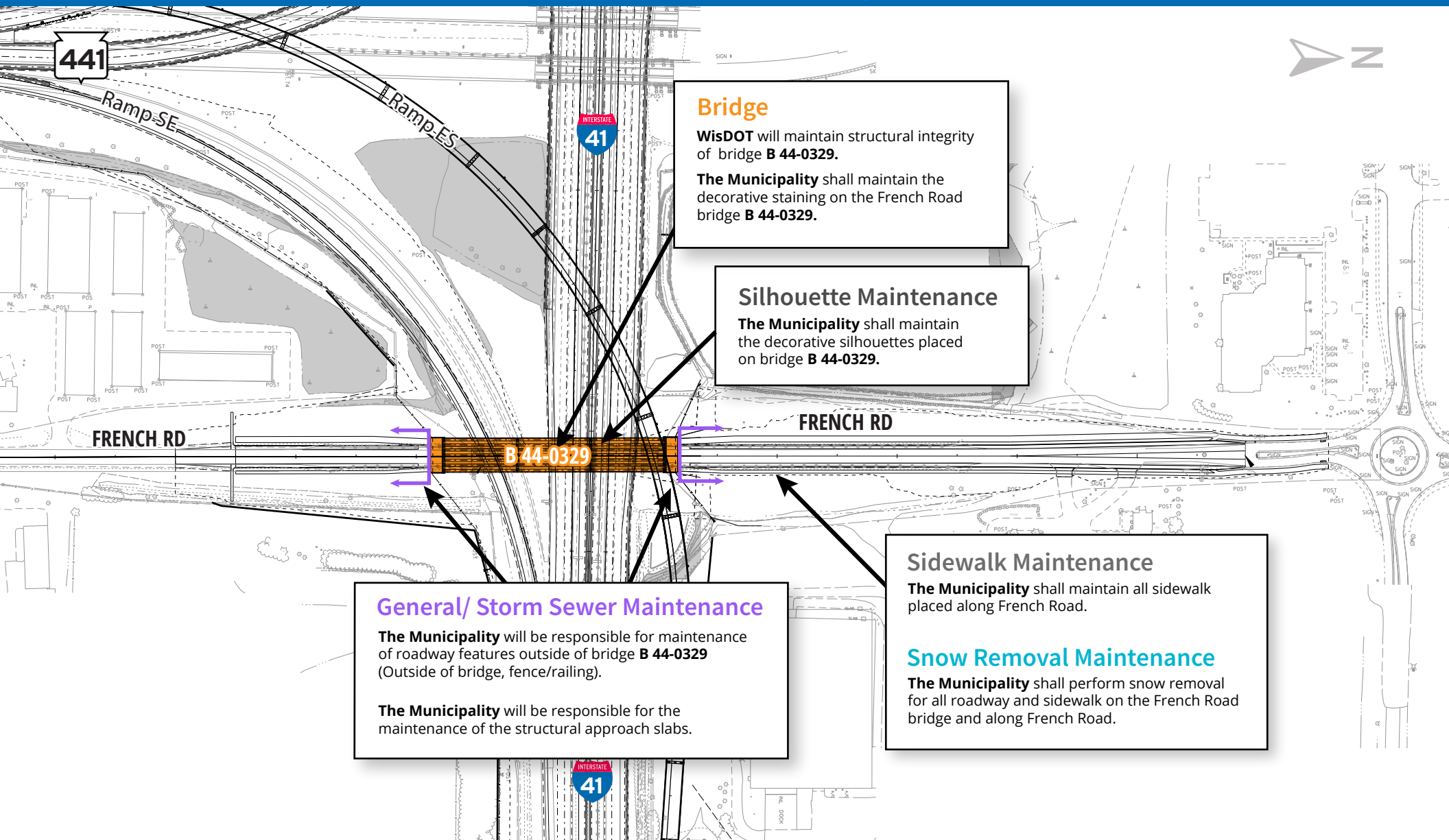
Signed for and on behalf of the City of Appleton (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and on behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for: **N/A**
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
 - (d) Structure components of bridge B-44-0239, see local responsibility below for other items.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction or as shown in Exhibit 1 French Road Overpass for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structure, storm water quality devices, etc., either outside or under the traveled way), sidewalks, multi-use paths, retaining walls (staining only), pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from parking lanes, sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.

- i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
- (f) Maintain clear right-of-way of all encroachments.
- (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
- (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
- (i) Maintain and accept responsibility for the following as applicable to this agreement:
 - 1. Structures: clearance of snow and/or ice from the sidewalk and/or multi-use pathway on the structure.
 - 2. Special Funding: Maintain all aesthetics requested by the Municipality as funded using any State or Federal special funds (including Community Sensitive Solutions) upon the addition of such amenities. Maintain decorative stain on all bridges and retaining walls. Maintain silhouettes placed on bridge railings. Removal or covering of vandalism of aesthetic elements is responsibility of the municipality.
 - 3. ITS infrastructure: Maintain municipal traffic signal and ITS equipment placed at the overpass.
 - 4. Street Lighting: Maintain street lighting along French Road and street lighting on bridge B-44-0329.
- 4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- 5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
- 6. This agreement does not remove the current municipal maintenance responsibility.
- 7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
- 8. Upon completion of construction project, 1130-65-81 the Municipality will assume all afore mentioned maintenance responsibilities.

Exhibit 1 - French Road Overpass



Bridge

WisDOT will maintain structural integrity of bridge **B 44-0329**.

The Municipality shall maintain the decorative staining on the French Road bridge **B 44-0329**.

Silhouette Maintenance

The Municipality shall maintain the decorative silhouettes placed on bridge **B 44-0329**.

General/ Storm Sewer Maintenance

The Municipality will be responsible for maintenance of roadway features outside of bridge **B 44-0329** (Outside of bridge, fence/railing).

The Municipality will be responsible for the maintenance of the structural approach slabs.

Sidewalk Maintenance

The Municipality shall maintain all sidewalk placed along French Road.

Snow Removal Maintenance

The Municipality shall perform snow removal for all roadway and sidewalk on the French Road bridge and along French Road.



Bike Lane Pavement Marking

The Municipality will maintain bike lane pavement marking symbols.



Street Lighting

The Municipality will be responsible for the maintenance of the French Road lighting on roadway and on bridge.



ITS Facilities

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