	Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNALS & ITS STANDALONE PROGRAM PROJECT**	Date: July 2, 2026 I.D.: 3700-30-82 Road Name: Hwy 125 & Badger Av and Hwy 47 & Badger Av Title: City of Appleton Connecting Highway Limits: Hwy 125 & Badger Av and Hwy 47 & Badger Av County: Outagamie Roadway Length: 1.0 mile

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 the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The work shall consist of signal rehabilitation and retrofits at two signalized intersections located on Connecting

Proposed Improvement - Nature of work: Highways: State Hwy 125 (College Avenue) at Badger Avenue, and State Hwy 47 (Memorial Drive) at Badger Avenue. Work items include transitioning from mast arms to monotubes with flashing yellow arrow indications. increasing turn-lane lengths and implementing protected-only left-turn phasing during daytime hours at College Avenue and Badger Avenue to address crash history; replacement of traffic signal cabinets and battery backup systems; installation of new traffic signal cable and electrical wire; vehicle detection systems; pull boxes; rigid nonmetallic conduit; removal of existing pull boxes and bases; removal and replacement of curb ramps to meet the latest PROWAG standards and incorporate new Accessible Pedestrian Systems; replacement of concrete curb and gutter and sidewalk where impacted by signal system reconstruction; improvements to streetlighting on select approaches to enhance safety; and other items incidental to signal rehabilitation.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-82	$ 1,157,000	$ 1,041,300	90%	$ 115,700	10%
Total Cost Distribution	**$ 1,157,000**	**$ 1,041,300**	**90%**	**$ 115,700**	**10%**

*Construction **ID 3700-30-82** state funding is limitied to $1,041,300 (State fiscal year 2028)

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial 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 Financial Agreement.

Signed for and in behalf of the **city of Appleton** (please sign in blue ink)

Name (print) Title

Signature Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name Title

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal

funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

   (e) Conditioning, if required, and maintenance of detour routes.

   (f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

   (g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

(h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

   (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

   (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

7. Basis for local participation:

   (a) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of $1,157,000 for FY 2028. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.