



1st REVISION

**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

[This agreement supersedes the agreement signed by the Municipality on August 7, 2025 and signed by DOT on August 18, 2025.]

Revised Date:3/20/2026

ID: 1130-64-77

Road Name: IH 41

Limits: Richmond St (STH 47), Meade Street 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:

Insert one of the following condition statements:

Facility description upon completion of State project – As determined by project ID 1130-64-77.

WisDOT identified the diverging diamond interchange as the preferred alternative for the Richmond St (STH 47) interchange. At the Richmond St. (STH 47) interchange, the diverging diamond interchange (DDI) is the safest interchange option, has the best traffic operations, and has the support of Outagamie County and the surrounding municipalities. Impacts between alternatives considered are not substantially different.

Richmond Street (STH 47) will be reconstructed, and bike lanes will be added within the project limits. Sidewalks impacted by reconstruction will be replaced. New storm sewer will be installed within the project limits. The existing structures carrying Richmond Street traffic over IH 41 will be replaced with structures B-44-0322 and B-44-0323. Retaining walls R-44-0038 and R-44-0039 will be constructed. Sign structures S-44-0354, S-44-0355, S-44-0356, S-44-0357, S-44-0358, and S-44-0359 will be constructed. New traffic signals will be installed at the IH 41/ Richmond St. ramp terminals. MUTCD compliant signing and pavement markings will be installed with the project. Landscaping elements such as trees, bushes, and grass will be added to the medians and islands of the IH 41 and Richmond Street (STH 47) DDI. Decorative staining will be applied to the bridges and retaining wall B-44-0322, B-44-0323, R-44-0038, and R-44-0039 with CSD funding. Decorative silhouettes will be placed on the STH 47 bridges B-44-0322 and B-44-0323. Landscaping will be added to the medians and islands of the STH 47 interchange ramp terminals.

City of Appleton Intelligent Transportation Systems (ITS) infrastructure will be added to the IH 41 and Richmond Street (STH 47) DDI.

Meade Street Overpass – Structure is to remain. Existing fencing on parapets of the Meade Street Bridge, B-44-0171, will be replaced with black fencing. Decorative staining will be applied to the Meade Street Bridge B-44-0171 and retaining walls (R-44-0070 and R-44-0071).

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 and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreements for projects 1130-64-77 and 1130-65-71. 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:
 1. Signalized intersections at the ramp terminals within the IH 41 & Richmond St. interchange.
 2. Permitted lighting at the ramp terminals within the IH 41 & Richmond St. interchange.
 - (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) 5-ft concrete border placed behind curb and gutter in the median and islands of the diverging diamond interchange.
 - (e) Structure components of bridges B-44-0171, B-44-0322 and B-44-0323 and retaining walls R-44-0038, R-44-0039, R-44-0070 and R-44-0071, 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 -Richmond Street (STH 47) and Exhibit 2- Meade Street 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, bike lane symbols, etc).

(i) Maintain and accept responsibility for the following as applicable to this agreement:

1. Maintain all items associated with Meade Street 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, pedestrian refuge islands and landscaping features

2. Structures: clearance of snow and/or ice from the sidewalk on the structures.

3. Ramp terminals: clearance of snow and/or ice from the sidewalk at the interchange ramp terminals.

4. Special Funding: Maintain all aesthetic elements requested by the municipality and incorporated into the project. 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.

5. DDI Landscaping: Maintain all landscape elements placed at the Richmond St. interchange (including but not limited to: trees, bushes, rocks, stones, grassed areas and landscape features requested by the municipality and approved by the Department.). Maintain all median island grass within the Richmond St. interchange including but not limited to mowing and weeding , and to a height no more than 3.5 feet above the adjacent roadway elevation.

6. Colored Concrete: Pay the difference in the cost of replacing colored concrete placed behind curb or in crosswalks, when compared to standard (non-colored) concrete.

7. Municipal ITS: Maintain municipal ITS equipment placed south of the bridges at the interchange.

~~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 projects, 1130-64-77 and 1130-65-71 the Municipality will assume all aforementioned maintenance responsibilities.

Exhibit 1 - Richmond Street (STH 47)

Project ID 1130-64-77

Project ID 1130-65-71

← W Seneca Drive

Evergreen Drive →



Sidewalk Maintenance

The Municipality shall maintain all sidewalk placed within the Diverging Diamond Interchange (DDI).

Snow Removal Maintenance

The Municipality shall perform snow removal for all sidewalk at the Richmond Street (STH 47) DDI.

Bridge

WisDOT will maintain the structural integrity of bridges **B 44-0322** and **B 44-0323** and retaining walls **R 44-0038** and **R 44-0039**.

The Municipality shall maintain the decorative staining on bridges **B 44-0322** and **B 44-0323** and retaining walls **R 44-0038** and **R 44-0039**.

Concrete Maintenance

WisDOT will be responsible for maintenance of the 5 ft of concrete behind the back of curb and cross walks (typical).

**The Municipality is responsible for the difference between the standard concrete cost and the colored concrete costs.*

Landscape Maintenance

The Municipality shall maintain all the vegetation/ landscaping placed in the islands of the Diverging Diamond Interchange (DDI).

Parking Maintenance

WisDOT will maintain signal truck parking areas.

Landscape Maintenance

The Municipality shall maintain all the vegetation/ landscaping placed in the islands of the Diverging Diamond Interchange (DDI).

Silhouette Maintenance

The Municipality shall maintain the decorative silhouettes placed on bridges **B 44-0322** and **B 44-0323**.

Note:

Refer to Section 3 of the Terms and Conditions for additional description of items subject to municipal maintenance responsibility.

Connecting Highway Limits
0.13 miles north of Capitol Drive

ASSOCIATION DR

B 44-0322

RICHMOND ST

B 44-0323

R 44-0039

R 44-0038



Bike Lane Pavement Marking

The Municipality will maintain bike lane pavement marking symbol.



Tree Maintenance

The Municipality shall maintain all trees placed adjacent to sidewalk within the right of way between W Seneca Drive and Evergreen Drive.



Street Lighting

WisDOT will be responsible for maintenance of the street lighting between W Seneca Drive and Evergreen Drive.



ITS Facilities

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

Exhibit 2 - Meade Street

Project ID 1130-64-77

Project ID 1130-65-71



Sidewalk Maintenance

The Municipality shall maintain the existing sidewalk along Meade Street.

Snow Removal Maintenance

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

Bridge

WisDOT will maintain the structural integrity of bridge **B 44-0171** and retaining walls **R 44-0070** and **R 44-0071**.

The Municipality shall maintain the decorative staining on the Meade Street bridge **B 44-0171** and retaining walls **R 44-0070** and **R 44-0071**.

Meade St

B 44-0171

Meade St

R 44-0070

R 44-0071



General/Storm Sewer Maintenance

The Municipality will be responsible for the maintenance of roadway features outside of bridge **B 44-0171**. (outside of abutment joint)

Street Lighting



The Municipality will be responsible for the maintenance of the Meade Street lighting.

Note:

Refer to Section 3 of the Terms and Conditions for additional description of items subject to municipal maintenance responsibility.