



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appletonwi.gov

Meeting Agenda - Final Municipal Services Committee

Monday, July 7, 2025

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting

[25-0783](#) Minutes from June 23, 2025.

Attachments: [06-23-25 MSC Minutes.pdf](#)

5. Public Hearing/Apearances

6. Action Items

[25-0784](#) Approve State/Municipal Financial Agreement (SMFA) for IH 41/French Road Overpass as part of the WisDOT I-41 Improvement Project.

Attachments: [IH 41 French Road Overpass SMFA.pdf](#)

[25-0785](#) Approve State/Municipal Maintenance Agreement (SMMA) for IH 41/French Road Overpass as part of the WisDOT I-41 Improvement Project.

Attachments: [IH 41 French Road Overpass SMMA.pdf](#)

[25-0786](#) Approve Permanent Street Occupancy Permit for Heid Music Bench Placard in Durkee Street right-of-way at northeast corner of College Avenue intersection.

Attachments: [Perm Occupancy Permit Heid Music Bench Placard.pdf](#)

[25-0787](#) Approve Lawe Street Navigational Canal Bridge - State Municipal Agreement (SMA) - 1st Revision.

Attachments: [Lawe Street Nav Canal Bridge SMA.pdf](#)

[25-0788](#) Approve Lawe Street Navigational Canal Bridge Three-Party Design Contract with WisDOT and Hardesty & Hannover LLC in an amount not to exceed \$439,655.84 (City cost share \$87,931.17).

Attachments: [Lawe St Nav Canal Bridge 3-party Design Contract.pdf](#)

[25-0789](#) Approve Long Term Temporary Street Occupancy Permit to Creative Downtown Appleton Inc (CDA) and Appleton Downtown Inc (ADI) for a modular parklet on the north side of Washington Street (NW corner of Washington Street and Appleton Street) at parking stall #289 per the On-Street Parklet Policy through October 31, 2025

Attachments: [ADI Parklet Request July 2025.pdf](#)

7. Information Items

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



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Meeting Minutes - Final Municipal Services Committee

Monday, June 23, 2025

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

Present: 5 - Fenton, Stancil-Martin, Meltzer, Firkus and Schultz

4. Approval of minutes from previous meeting

[25-0724](#)

Minutes from June 9, 2025

Attachments: [06-09-25 MSC Minutes.pdf](#)

Firkus moved, seconded by Meltzer, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Fenton, Stancil-Martin, Meltzer, Firkus and Schultz

5. **Public Hearing/Appearances**

6. **Action Items**

[25-0507](#)

Approve ordinance changes related to parking at 500 Block of W Johnston Street. Follow-up to a 6-month evaluation period.

Attachments: [Johnston St 500W \(post 6-Mo eval\).pdf](#)

[Johnston St 500W \(post 6-Mo eval\) Revised.pdf](#)

Changes to the ordinance will be based on the 06/23/2025 revised memo.

Meltzer moved, seconded by Firkus, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Fenton, Stancil-Martin, Meltzer and Firkus

Abstained: 1 - Schultz

[25-0725](#)

Approve ordinance changes related to parking on 300 block of W Foster Street at Foster Elementary School. Follow-up to a 6-month evaluation.

Attachments: [Foster ES Bus Loading Zone \(post 6-Mo eval\).pdf](#)

Schultz moved, seconded by Firkus, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Fenton, Stancil-Martin, Meltzer, Firkus and Schultz

[25-0727](#)

Award Unit Q-25 Pavement Marking Maintenance Contract (Paint) to Crowley Construction Corporation in an amount not to exceed \$42,386.00.

Attachments: [Q-25 Pavement Marking Contract Award.pdf](#)

Firkus moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Fenton, Stancil-Martin, Meltzer, Firkus and Schultz

[25-0728](#)

Approve Long Term Temporary Occupancy Permit for Temporary Generator Exhaust Line in Superior Street Right-of-Way through December 13, 2025.

Attachments: [LTT Occupancy Permit in Superior St for 222 Bldg.pdf](#)

Schultz moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Fenton, Stancil-Martin, Meltzer, Firkus and Schultz

7. Information Items

8. Adjournment

Schultz moved, seconded by Meltzer, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 5 - Fenton, Stancil-Martin, Meltzer, Firkus and Schultz



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: April 16, 2025
I.D.: 1130-65-81 (Design 1130-63-01)
Road Name: IH 41
Title: Appleton – De Pere
Limits: French Road Overpass
County: Outagamie
Roadway Length: 0.337 miles

The signatories **City of Appleton and Outagamie County**, 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 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 conflicts 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.

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

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:

Non-participating work is not necessary to finish the project, but the Municipality has requested a 100% non-participating category be included to be able to add City of Appleton Intelligent Transportation Systems (ITS) elements and address any unanticipated non-participating needs during construction.

SUMMARY OF COSTS								
¹ Phase	Total Est. Cost	Federal/State Funds	%	Outagamie County	%	City of Appleton		
Design Engineering	NA	NA		NA		NA		
Real Estate Acquisition	NA	NA		NA		NA		
Municipal Utility Coordination	NA	NA		NA		NA		
² Construction: 1130-65-81								
Category	Description							
1000	Roadway Items	\$5,060,000	\$5,060,000	100%	\$0	0%	\$0	0%
1100	Lighting, City of Appleton	\$103,000	\$51,500	50%	\$0	0%	\$51,500	50%
1400	French Road Overpass CSD Items ³	\$57,000	\$45,600	80% Max	\$5,700	10% +BAL	\$5,700	10% +BAL
1600	Local/ Non Participating City of Appleton	\$66,000	\$0	0%	\$0	0%	\$66,000	100%
1610	Sidewalk, City of Appleton	\$210,000	\$168,000	80%	\$0	0%	\$42,000	20%
1620	Local/ Non Participating Outagamie County	\$15	\$0	0%	\$15	100%	\$0	0%
1800	100% State Funded	\$22,000	\$22,000	100%	\$0	0%	\$0	0%
2000	Structure B-44-0329	\$5,175,000	\$5,175,000	100%	\$0	0%	\$0	0%
Construction Subtotal		\$10,693,015	\$10,522,100		\$5,715		\$165,200	
Total Est. Cost Distribution		\$10,693,015	\$10,522,100		\$5,715		\$165,200	
¹ . Costs shown are estimates only and may be updated as design progresses ² . Estimates include construction engineering. ³ Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of: - \$47,000 for French Road Overpass No state funding is permitted for CSD amenities. See Item 8 for terms and conditions.								

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [3] – [6]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement 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 on behalf of the Outagamie County (please sign in blue ink)	
Name (print)	Title
Signature	Date
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
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.
 - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
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) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Conditioning, if required, and maintenance of detour routes.
 - (i) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.
 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 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 work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements 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 project.

8. Basis for local participation:

Design Engineering, Real Estate Acquisition, Utility Coordination:

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal construction cost share.

Construction ID 1130-65-81

The Project Agreement will be revised if necessary, as the project progresses. All costs shown are approximate and subject to final audit.

Category 1000 – Roadway Items

The State will pay 100% of the construction costs under Category 1000 Roadway Items unless otherwise noted.

Category 1100 – Lighting, City of Appleton

In accordance with Local Participation policy section 3-25-5 of the State’s Program Management Manual, the State will participate in the costs of new continuous street lighting if it is installed at the time of project construction and the affected municipality agree to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system. Where an alternate design acceptable to WisDOT is installed, 50 percent of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50 percent of actual costs.

The estimated street lighting cost are \$103,000.

The State will pay 50% of the construction cost and the City of Appleton will pay 50% of the construction cost of Category 1100 – 1130-65-81 Lighting, City of Appleton.

Category 1400 – French Road Overpass CSD Items

CSD amenities are funded with 80% Federal funding up to a maximum of \$47,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit.

French Road Overpass CSD items requested by the municipality and included in this project:

- Staining Structure B-44-0329 - \$47,000
- Structure Silhouette -\$10,000

Category 1400 – French Road Overpass CSD Items cost are estimated to be \$57,000.

Category 1400- French Road Overpass category funding limit = \$58,750.

Cost in excess of the CSD amenities funding limit shall be the responsibility of the Municipality.

The State will pay 80% of the construction cost up to the federal CSD funding limit. The City of Appleton will pay 10% of the construction cost, and Outagamie County will pay 10% of the construction cost of Category 1400 – French Road Overpass CSD Items and any funds in excess of the federal CSD funding limit.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding

on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1600 – Local/ Non Participating City of Appleton

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Estimated City of Appleton costs are \$66,000 for ITS items placed at French Road.

The City of Appleton will pay 100% of the construction cost under Category 1600 – Local/ Non Participating City of Appleton.

Category 1610 – Sidewalk, City of Appleton

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual, the State will participate in the construction costs of new sidewalks if they are installed at the time of project construction. Costs of sidewalk constructed to WisDOT standards and installed at the time of the project construction are 80% eligible for WisDOT participation.

The estimated sidewalk cost are \$210,000.

The State will pay 80% of the construction cost and the City of Appleton will pay 20% of the construction cost of Category 1610 – Sidewalk, City of Appleton.

Category 1620 – Local/ Non Participating Outagamie County

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Local/ Non-Participating Outagamie County costs are estimated to be \$15.

Items requested by the municipality and included in this project:

- 1 ton of Base Aggregate Dense

Outagamie County will pay 100% of the construction cost under Category 1620 – Local/ Non Participating Outagamie County.

Category 1800 – 100% State Funded

The State will pay 100% of the construction costs under Category 1800 State Funded unless otherwise noted.

Category 2000– Structure B-44-0329

The State will pay 100% of the construction costs under Category 2000 Structure B-44-0329 unless otherwise noted.

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.



**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.

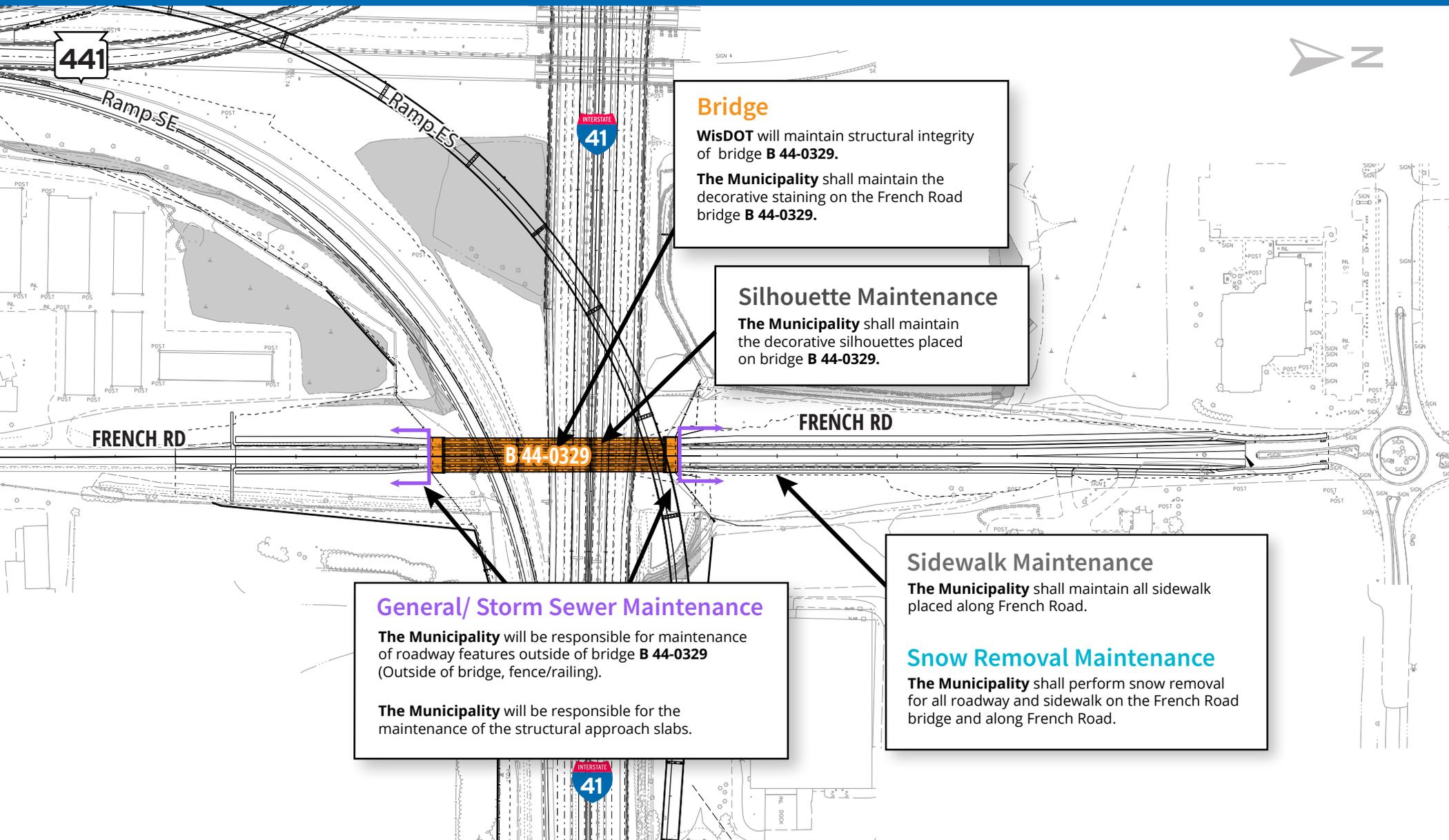
Signed for and on behalf of the City of Appleton (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and on behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

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.



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit # : _____
Effective Date: _____
Expiration Date: _____
Non-Refundable Fee: _____
Paid (yes or no): _____

Rev. 05-2024

Applicant Information

Name (print): _____ Company: _____
Address: _____ Telephone: _____
_____ E-mail: _____
Applicant Signature: _____ Date: _____

Occupancy Information

General Description/Reason: _____
Street Address: _____ Sidewalk/roadway obstruction requested Y or N
- or -
Multiple Streets: _____
Date(s) From: _____ To: _____ 35 days or < 35 days or >
(Requires Committee and Council Approval)

(Department use only)

<u>Occupancy Type</u>	<u>Sub-Type</u>	<u>Location</u>
Permanent - Obstruction (\$40)	Awning	Sandwich Board Sidewalk
Temporary - Obstruction (\$40)	Dumpster	Tables/Chairs Terrace
Amenity/Annual (\$40)	Sign	Roadway
Blanket/Annual (\$250)	Obstruction / Other	
Block Party (\$15)	POD / Container	

Additional Requirements

Plan/Sketch Certificate of Insurance Bond Committee and Council Approval
 Other : _____ Date: _____

Traffic Control Requirements

Type of Street: _____ *Proposed Traffic Control:* _____
 Arterial/CBD City Manual Page(s) _____
 Collector State Manual Page(s) _____
 Local Other (attach plan) _____

Contact Traffic Division (920-832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.
Additional Requirements:

Approved by: _____ Date: _____

This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5. **Dumpsters/PODs/Containers shall be located within 12" of face of curb.**
- 6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in accordance with existing ordinances and policies, in the event of injury or damage to persons or property resulting from their facilities within the public right-of-way.

APPROVED BY: _____ **DATE:** _____
(Department of Public Works)



In Loving Memory of
Robert J. Rueckl
Our Favorite Master Photographer





DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: 7/7/2025
To: Municipal Services Committee
From: Pete Neuberger, Deputy Director of Public Works/City Engineer
Chad Weyenberg, Project Engineer
Subject: Approve Lawe Street Navigational Canal Bridge – State Municipal Agreement (SMA) – 1st Revision

In October 2023, the City of Appleton Department of Public Works (DPW) applied for design and construction funding for the Lawe Street Navigational Canal Bridge under the 2024-2029 State of Wisconsin DOT (WisDOT) Local Bridge Program. In 2024, DPW was notified that this project was accepted into the program, wherein WisDOT pays up to 80% and local municipalities pay the remainder. DPW's application was guided by input from a Rehabilitation Report performed by a consultant using the WisDOT process. This report included design and construction cost estimates that WisDOT used to guide DPW staff in the estimated project design and construction costs in DPW's application. Under the program standards, if actual costs go over the amounts included in the application, the City is obligated to pay all the overage costs unless the WisDOT approves a change management request submitted by the City.

The City of Appleton and WisDOT executed a State Municipal Agreement (SMA) in October of 2024 to initiate the Lawe Street Navigational Canal Bridge Project. Since that time, consultant design cost estimates have increased compared to original estimates. As a result, DPW submitted a change management request to WisDOT, which was successful. This SMA Revision resulted from the approved change management request and it will increase WisDOT funding limits to allow for an 80% WisDOT share and 20% City share.

For context, this item is related to a separate item requesting Municipal Services Committee and Common Council approval of a three-party design contract. The three-party design contract with WisDOT, City of Appleton, and consultant Hardesty & Hanover, LLC is for consultant preparation of plans and specifications for the Lawe Street Navigational Canal Bridge in an amount not to exceed \$439,655.84.

Future construction costs are included in the DPW 5-year Bridge CIP. Based on the SMA, the total construction cost estimate is \$1,551,580.00, and the City would be responsible for 20% of these costs when construction takes place, currently scheduled for 2028. Copies of the revised and current SMAs are attached for reference.

 <p style="text-align: center;">1st Revision STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT</p> <p style="text-align: center;"><i>This agreement supersedes the agreement signed by the Municipality on October 15, 2024 and signed by the DOT on October 17, 2024.</i></p> <p>Program Name: Local Bridge</p> <p>Sub-program #: 205</p> <p>Cycle: 2024-2029</p>	<p>Revised Date: MAY 20, 2025</p> <p>Date: JULY 12, 2024</p> <p>I.D.: 4984-24-76/77</p> <p>Road Name: Lawe Street</p> <p>Bridge ID: P-44-0719</p> <p>Location: C APPLETON, LAWE STREET</p> <p>Limits: NAVIGATIONAL CANAL BRIDGE REHAB</p> <p>County: Outagamie</p> <p>Project Length: 560 FT</p> <p>Facility Owner: City of Appleton</p> <p>Project Sponsor: City of Appleton</p> <p>Construction scheduled for State Fiscal Year: 2027</p>
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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 effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bascule Bridge		
Bridge ID	P-44-0719		
Structure passes over	Lake Poygan Tributary		
Clear bridge width	22.0 FT	22 FT	
Bridge length	77.0 FT	77 FT	
Total length of approach work		20 FT	
Number of spans	1	1	
Special safety issues	No	No	
Sidewalk	Yes – 1 Side	Yes – 1 Side	
Sidewalk along approach	Yes – 1 Side	Yes – 1 Side	
Bicycle / pedestrian improvements required		No	
Improvement type as indicated on project application		Rehab	BOS concurred with Rehab Report on 9/1/2023.
Acquisition of right-of-way		No	None anticipated.
Approach width and type	22 FT	24 FT wide, Asphalt	
Approach shoulder width and type		5 FT wide, Asphalt	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

None identified at this time.

The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of **\$371,420**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$371,420** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of **\$1,241,264**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$1,241,264** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2027**. Sunset date: **June 30, 2032**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State’s Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 4984-24-76					
Design	\$ 440,975	\$ 352,780	80%	\$ 88,195	20% + BAL
State Review	\$ 23,300	\$ 18,640	80%	\$ 4,660	20% + BAL
<i>Project total</i>	\$ 464,275	\$ 371,420		\$ 92,855	
ID 4984-24-77					
Participating Construction	\$ 1,347,000	\$ 1,077,600	80%	\$ 269,400	20% + BAL
Construction Engineering	\$ 188,580	\$ 150,864	80%	\$ 37,716	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
State Review	\$ 16,000	\$ 12,800	80%	\$ 3,200	20% + BAL
<i>Project total</i>	\$ 1,551,580	\$ 1,241,264		\$ 310,316	
Total Est. Cost Distribution	\$ 2,015,855	\$ 1,612,684		\$ 403,171	

*Design ID 4984-24-76 federal/state funding is limited to \$ 371,420.

*Construction ID 4984-24-77 federal/state funding is limited to \$ 1,241,264.

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of: 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 (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2024-2029 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
- 5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2024–2029 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. 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 any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2024-2029 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- 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.
- d. Assume general responsibility for all public information and public relations for the project and to make 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.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the

usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by

representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

- a. ID **4984-24-76**: Design is funded with 80% state/federal funding up to a funding limit of **\$371,420**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$371,420** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded **80%** with state/federal funding and 20% by the Municipality.
- b. ID **4984-24-77**: Construction
 - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of **\$1,241,264**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$1,241,264** state/federal funding limit.
 - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Cycle: 2024-2029

Date: JULY 12, 2024

I.D.: 4984-24-76/77

Road Name: Lawe Street

Bridge ID: P-44-0719

Location: C APPLETON, LAWE STREET

Limits: NAVIGATIONAL CANAL BRIDGE REHAB

County: Outagamie

Project Length: 560 FT

Facility Owner: City of Appleton

Project Sponsor: City of Appleton

Construction scheduled for State Fiscal Year: 2027

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 effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bascule Bridge		
Bridge ID	P-44-0719		
Structure passes over	Lake Poygan Tributary		
Clear bridge width	22.0 FT	22 FT	
Bridge length	77.0 FT	77 FT	
Total length of approach work		20 FT	
Number of spans	1	1	
Special safety issues	No	No	
Sidewalk	Yes – 1 Side	Yes – 1 Side	
Sidewalk along approach	Yes – 1 Side	Yes – 1 Side	
Bicycle / pedestrian improvements required		No	
Improvement type as indicated on project application		Rehab	BOS concurred with Rehab Report on 9/1/2023.
Acquisition of right-of-way		No	None anticipated.
Approach width and type	22 FT	24 FT wide, Asphalt	
Approach shoulder width and type		5 FT wide, Asphalt	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

None identified at this time.

The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

Project Design costs are funded with up to 80% state/federal funding up to a funding limit of \$147,952. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$147,952 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to 80% state/federal funding up to a funding limit of \$1,241,264. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,241,264 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2027. Sunset date: June 30, 2032.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 4984-24-76					
Design	\$ 161,640	\$ 129,312	80%	\$ 32,328	20% + BAL
State Review	\$ 23,300	\$ 18,640	80%	\$ 4,660	20% + BAL
<i>Project total</i>	\$ 184,940	\$ 147,952		\$ 36,988	
ID 4984-24-77					
Participating Construction	\$ 1,347,000	\$ 1,077,600	80%	\$ 269,400	20% + BAL
Construction Engineering	\$ 188,580	\$ 150,864	80%	\$ 37,716	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
State Review	\$ 16,000	\$ 12,800	80%	\$ 3,200	20% + BAL
<i>Project total</i>	\$ 1,551,580	\$ 1,241,264		\$ 310,316	
Total Est. Cost Distribution	\$ 1,736,520	\$ 1,389,216		\$ 347,304	

*Design ID 4984-24-76 federal/state funding is limited to \$ 147,952.

*Construction ID 4984-24-77 federal/state funding is limited to \$ 1,241,264.

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of: City of Appleton (please sign in blue ink.)	
Name (print)	Title
Please see attached signature page	
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print) Scott A. Nelson, P.E.	Title NE Region Systems, Planning, and Operations Manager
Signature <i>Scott A. Nelson P.E.</i>	Date 10/17/2024

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2024-2029 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
- 5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2024–2029 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. 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 any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2024-2029 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- 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.
- d. Assume general responsibility for all public information and public relations for the project and to make 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.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the

usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by

representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

- a. **ID 4984-24-76:** Design is funded with 80% state/federal funding up to a funding limit of **\$147,952**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$147,952** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded **80%** with state/federal funding and 20% by the Municipality.
- b. **ID 4984-24-77:** Construction
 - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of **\$1,241,264**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$1,241,264** state/federal funding limit.
 - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



CITY OF APPLETON

Agreement:

State/Municipal Agreement
For State-Let Local Bridge Project
I.D. 4984-24-76/77 | Lawe Street
Bridge ID: P-44-0719
Location: C Appleton, Lawe Street
Limits: Navigational Canal Bridge Rehab

Date: October 15, 2024

By: 

Jacob A. Woodford, Mayor

By: 

Kami Lynch, City Clerk

Approved as to form:



Amanda K. Abshire, Deputy City Attorney

Countersigned pursuant to
§62.09(10), Wis. Stats.:



Jeri A. Ohman, Finance Director

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION, CITY OF APPLETON (MUNICIPALITY)
AND HARDESTY & HANOVER, LLC (CONSULTANT) FOR

Project ID 4984-24-76
City of Appleton, Lawe Street
Navigational Canal Bridge
Outagamie County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in Notice of Interest P-44-0719 Bridge Rehabilitation Lawe Street Navigational Canal Bridge City of Appleton Outagamie County WisDOT ID 4984-24-76 dated February 13, 2025 for design services of the rehabilitation of the Lawe Street Bascule Bridge. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Mike Cohen; Local Program Project Manager, Wisconsin Department of Transportation, Northeast Region; 944 Van Der Perren Way, Green Bay, WI 54304; michael.cohen@dot.wi.gov; 920-360-1476.

The MUNICIPALITY REPRESENTATIVE is: Chad Weyenberg; Project Engineer, City of Appleton, Department of Public Works; 100 North Appleton Street, Appleton, WI 54911-4799; chad.weyenberg@appletonwi.gov; 920-832-5915.

The CONSULTANT REPRESENTATIVE is: Michael Delemont; Senior Associate; 313 N Plankinton Ave, Suite 207, Milwaukee, WI 53203; mdelemont@hardestyhanover.com; 414-207-4157.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast Region office located in Green Bay, WI and will be completed by July 30, 2027. Deliver PROJECT DOCUMENTS to 944 Van Der Perren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

(1) For all contract services, actual costs to the CONSULTANT, up to \$360,132.10, plus a fixed fee of \$30,537.19, not to exceed \$390,669.29.

(2) For design reports, environmental documentation, agency coordination, railroad/utility involvements, public involvement, meetings, surveys, road plans and traffic subcontracted to JT Engineering, Inc., the CONSULTANT's actual cost to JT Engineering, Inc. based on JT Engineering, Inc's actual cost up to \$45,275.17, plus a fixed fee of \$3,711.38, not to exceed \$48,986.55.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$439,655.84.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of seven (7) pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: Sean Bluni, CEO

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

For the MUNICIPALITY

By: _____

By: _____

Title: Jacob A. Woodford, Mayor

Title: Kami Lynch, City Clerk

Date: _____

Date: _____

For the MUNICIPALITY

For the MUNICIPALITY

By: _____

By: _____

Title: Christopher R. Behrens, City Attorney

Title: Jeri A. Ohman, Finance Director

Date: _____

Date: _____

SCOPE OF SERVICES 1

- A. PROJECT DESCRIPTION..... 1
- B. DESIGN REPORTS 1
- C. ENVIRONMENTAL DOCUMENTATION 1
- D. AGENCY COORDINATION 2
- E. RAILROAD/ UTILITY INVOLVEMENTS 2
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PROSECUTION AND PROGRESS 6

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

Section II. C. 3. a. is amended to substitute the DEPARTMENT for the MUNICIPALITY.

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The project scope includes design of rehabilitation of structure P-44-0719, located on Lawe Street over the navigational canal in Appleton, Wisconsin.

The project is not anticipated to include any roadway, bicycle, pedestrian, nor drainage improvements.

B. DESIGN REPORTS

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- (a) Local Bridge Program Design Study Report
- (b) Transportation management Plan (TMP) – Type 2
- (c) Public Involvement Plan (PIP)

C. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare Categorical Exclusion Checklist (CEC) Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

- (1) Historical and Archaeological Surveys and Studies:
 - (a) Prepare and submit the “Cultural Resources Screening Submittal” document to the DEPARTMENT for historical and archaeological screening.
 - (b) It is assumed that this project will be placed on the screening list.

D. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.
- (2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.
- (3) Coordinate with agencies as set forth in the MANUAL, including:
 - (a) Wisconsin Department of Natural Resources (WDNR)
 - (b) US Fish and Wildlife Service (USFWS)
 - (c) Native American Tribes

E. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

Prepare railroad certification document for approval by the DEPARTMENT.
- (2) Utility Coordination

Perform all utility coordination in accordance with:
 - a) The MANUAL
 - b) The WisDOT “Guide to Utility Coordination”
- (3) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

F. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:
 - (a) Conduct or assist the MUNICIPALITY in holding one (1) public involvement meeting and explain to the public concepts and probable impacts of this PROJECT.
 - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
 - (c) Prepare a summary report after the public involvement meeting(s).
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
 - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

G. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend 30%, 60%, and 90% plan review meetings/conference calls with MUNICIPALITY and the DEPARTMENT. It is assumed that all meetings will be held virtually and/or via conference call.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

H. SURVEYS

- (1) Provide topographic/digital terrain model (DTM) survey along Lawe Street from 100 feet south of bridge P-44-0719 to 100 feet north of bridge P-44-0719. Topographic/DTM information shall include, but not be limited to: drainage structures, edge of pavement, driveway and shoulders; all buildings and appurtenances; trees (larger than 3 inches in diameter, with size in inches); wood or brush limits; water courses and drainage facilities; retaining walls; signs and mailboxes.
- (2) Perform Diggers Hotline utility survey within the topographic/DTM survey limits

described above. Two attempts to contact and survey the existing utilities are included in the contract. Additional mobilizations, submitting relocate requests, submitting additional tickets, submitting appointment tickets, and/or attending locator meetings are excluded from the scope of services. System maps provided by utility owners in response to the prints tickets will be used to input marked utilities in their per plan location within the limits described above.

(3) Provide information necessary for the accurate representation of existing right of way on the PROJECT plans. This shall include location property pipes within the survey limits. Setting or resetting of property corner monuments lost during construction is excluded from the scope of services.

(4) Provide a sufficient number of benchmarks to provide proper elevation control for the PROJECT.

(5) Include a sufficient number of control points to provide proper horizontal control for the PROJECT.

(6) Surveys shall be referenced to the Wisconsin County Coordinate System (WCCS) Outagamie County, NAD 1983 (2011).

(7) Submit all survey data (including description, measured and computed data) to the DESIGNER in WisDOT Civil 3D 2018 .dwg format.

I. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- 1) Title Sheet
- 2) General Notes/Utility Contacts
- 3) Typical Cross Sections
- 4) Construction Details
- 5) Plan Details
- 6) Erosion Control Plan (may be combined with Plan & Profile)
- 7) Permanent Signing Plan (may be combined with Plan & Profile)
- 8) Pavement Marking Plan (may be combined with Plan & Profile)
- 9) Traffic Control and Detour Plan
- 10) Miscellaneous Quantities
- 11) Plan & Profile (no roadway improvements are anticipated)

J. STRUCTURE PLANS

- (1) Prepare a Structure Survey Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. Four prints of this plan and the Structure Survey Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure

Survey Report and return one print to the CONSULTANT showing requested revisions, if any.

- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit three copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Plans will be subject to review and examination by the MUNICIPALITY. Such review and examination may be made on the site of the PROJECT.
- (7) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (8) When the plans for structures are to be prepared by others, the MUNICIPALITY and the CONSULTANT(S) shall provide each other with the necessary pertinent information to effect the proper correlation between the Road Plans and the Structure Plans.
- (9) Furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.

K. TRAFFIC

- (1) Prepare traffic projections for the project location based on available historic AADT information.
- (2) Estimate truck percentages based on similar locations and available truck percentage information.

L. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Copies of existing as-built plans and right of way plats.
2. Mailing list for Public Involvement Meeting
3. Publication of Public Involvement Notice

M. SERVICES DURING BIDDING PHASE OF THE PROJECT

CONSULTANT shall provide assistance to MUNICIPALITY and DEPARTMENT during the Bidding and construction Contract Letting phases of the PROJECT after Final P.S. & E. submittal. For purposes of the Scope of Services, CONSULTANT shall perform the following services:

- Assist with addressing questions from prospective bidders, assume six (6) formal responses.

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to JT Engineering, Inc.:
 - a) Design Reports
 - b) Environmental Documentation
 - c) Agency Coordination
 - d) Railroad/Utility Involvements
 - e) Public Involvement
 - f) Meetings
 - g) Surveys
 - h) Road Plans
 - i) Traffic
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2025.

Report Title	Date
Survey	8/1/2025
Scoping Report	9/1/2025
Operational Planning Meeting	10/1/2025
30% Plans and Estimate	11/1/2025
Structure Survey Report	11/1/2025
Preliminary Structure Plan	11/1/2025
Public Involvement Meeting	1/5/2025
Environmental Document	3/1/2026
Traffic Management Plan	4/1/2026
Design Study Report	5/1/2026
60% Plans and Estimate	5/1/2026
Final Structure Plans	8/1/2026
Pre-Final P.S.&E. Package	9/1/2026
Final P.S. & E.	11/1/2026
Pre-Construction Meeting	March 2027

July 2, 2025

Resubmitted to: Municipal Services and Director of Public Works: Laura Jungwirth
From: Creative Downtown Appleton Inc. (CDA) and Appleton Downtown Inc.

Public parklet proposal:

Creative Downtown Appleton Inc. (CDA) and Appleton Downtown Inc. are requesting approval to place an on street modular parklet for the duration of approval through October 31st 2025. The parklet would be located in 1 parking stall - Washington St. Space #289 with additional space to the west of the stall to accommodate the length of the unit.

The features of the proposed Public Parklet include:

- The parklet is a prefabricated Street Deck unit by Archatrak. Images and the installation manual are attached with unit specifications.
- The size of the unit is 6 feet wide by 32 feet long. It is a steel frame on raised support pedestals. The decking is porcelain pavers. The fence panels and planters are powder coated galvanized steel.
- **Access:** the unit is an ADA compliant design. The elevated adjustable steel frame allows for curb level entry and free flowing street drainage.
- **Safety:** The unit currently features LED lighting and reflective tape along the top railing. The steel fence and planters add additional safety while still providing visual sight into the unit as shown in the attached images. Additional lighting can be added at the request of the city.
- **Comfort:** the unit will feature up to three tables and six chairs as shown in the attached images
- **Artful elements:** The eight steel planters are wrapped with mural vinyl images of world instruments.

Additional features:

- The fence planters will be enhanced with decorative solar flower lights.
- Signage on the unit includes sponsor recognition and a sign stating *no alcohol allowed*.

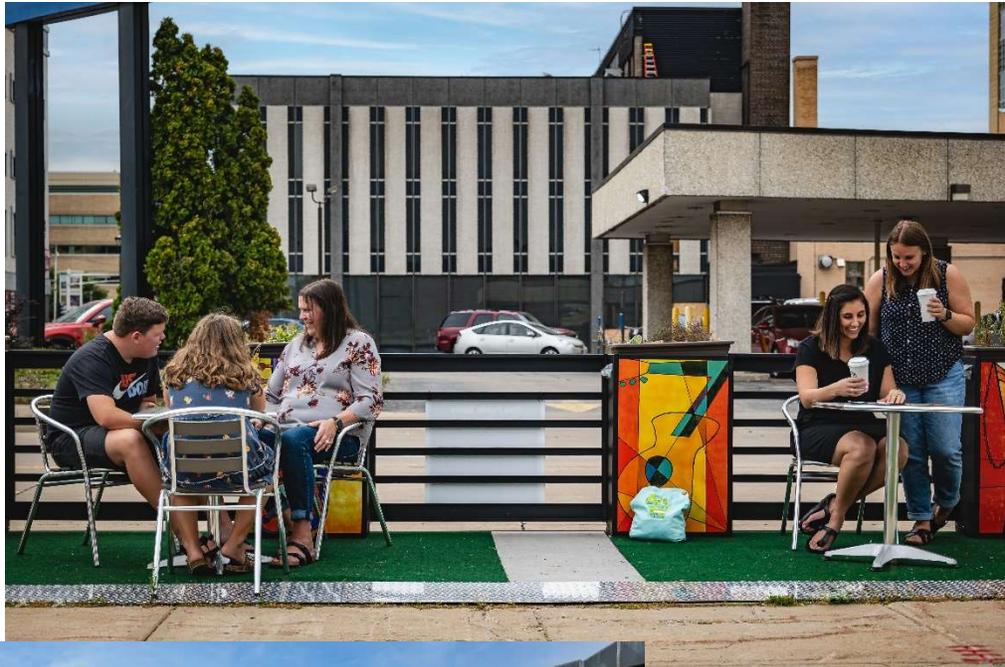
Installation: CDA/ADI will coordinate installation of the unit. We will source a team to complete the install. We would ask for the City to provide an inspection of the unit.

Maintenance: ADI will be responsible for daily cleaning of the parklet and any related maintenance or repair of the unit.

Drainage: The unit is constructed with a pedestal and frame design to allow for adequate drainage. Please see attached image.

Ownership and Insurance: the parklet unit will be owned by CDA and included within our liability insurance policy. We will work with the City on requirements to provide needed certificate of insurance listing City of Appleton as additionally insured.

Expenses: CDA will cover all expenses related to the purchase, install and maintenance of the parklet unit, features and furniture as well as fees related to lost parking revenue.







"...meeting community needs...enhancing quality of life."

January 2022

CITY OF APPLETON ON-STREET PARKLET POLICY

The objective of this policy is to establish the guidelines in which on-street parking spaces may be reallocated to provide amenities and green space for the general public to sit and enjoy.

PROCEDURE

All requests for on-street parklets shall be submitted by a not-for-profit organization representing businesses to the Department of Public Works to be reviewed against the criteria set forth in this policy. Requests not meeting the criteria shall be denied administratively. Requests meeting the criteria shall be forwarded to the Municipal Services Committee and Common Council for consideration.

All written submittals shall contain the following information:

1. Name of sponsoring organization.
2. Location of requested parklet.
3. Number of parking stalls to be reallocated for parklet.
4. Dimensioned site plan including all details of parklet such as load bearing and railing force rating specifications, finishes, plant species, furniture, parklet covering(s), etc.
5. Maintenance plan including responsible party and how drainage will be provided along existing street gutter.
6. Documentation of support from immediately adjacent property/business owners.

APPROVAL CRITERIA

1. On-street parklets shall be permitted from May 1st through October 31st, unless they need to be removed for pre-determined special events.
2. On-street parklets shall be located at least one parking spot in from a corner or protected by bollards, sidewalk bump-out, or other city approved barrier.
3. Street has an existing parking lane.
4. Street is a two-lane roadway with a posted speed limit of 25 MPH or slower.
5. On-street parklets shall be required to provide a minimum of one square foot of city-approved reflective tape or other similar reflective material on each of the two corners that are adjacent to traffic.
6. On-street parklets shall include a minimum of one city-approved reflective soft hit post and one wheel stop on each end.
7. On-street parklets shall not be allowed in front of a fire hydrant, a maintenance hole, or public utility valve cover, or otherwise obstruct access to city infrastructure.
8. On-street parklets shall not extend more than 7 feet into the roadway.
9. On-street parklet deck must be flush with the curb and may not have more than a ½" gap from the curb.
10. On-street parklets shall not be allowed immediately adjacent to a sidewalk café.

11. On-street parklet must be ADA accessible with a minimum 36" ADA accessible entryway.
12. Platform of the on-street parklet may not impede street drainage and should have a 6" gap maintained between the body of the deck and the curb to facilitate the movement of water.
13. The perimeter of the parklet shall be enclosed utilizing planters, railings or cables. The enclosure system shall be visually permeable. If cables are used, vertical spacing between cables may not exceed 6".
14. All on-street parklet rails must be capable of withstanding a 200-pound horizontal force.
15. On-street parklet platform shall not exceed a 2% cross slope.
16. All furniture must be contained within the parklet.

PURCHASED PARKING FEE

1. A daily fee equal to that charged to bag a parking meter per purchased stall will be charged Monday through Saturday, for the duration of the parklet.
2. This fee will be billed to the sponsoring organization upon approval by the Common Council and is non-refundable.
3. Rates are subject to change by the Common Council.

PERMIT ISSUANCE

On-Street Parklet Permit shall be issued upon receipt of the following:

1. Common Council approval.
2. Purchased Parking Fee and Street Occupancy Permit Fee.
3. All other approvals and permits must be in place, including a Special Use Permit for alcohol consumption in city right-of-way.
4. Applicant shall provide a certificate of insurance to the City. The certificate of insurance shall name the "City of Appleton, its officers, council members, agents, employees and authorized volunteers" as additional insureds under applicant's commercial general liability insurance coverage. Applicant's commercial general liability policy must contain the following minimum coverages and limits:
 - a. Bodily Injury and Property Damage Liability, Each Occurrence Limit - \$1,000,000
 - b. Personal and Advertising Injury Limit - \$1,000,000
 - c. General Aggregate Limit - \$2,000,000
 - d. Product Liability (if food or drink will be sold by the applicant), each occurrence limit - \$1,000,000
 - e. Products Completed/Operations Aggregate - \$2,000,000
 - f. Medical Expense Limit (any one person) - \$5,000

If applicant will be permitting, selling, or serving alcoholic beverages in relation to the parklet use, applicant must carry liquor liability insurance with a minimum limit of \$1,000,00 each occurrence / \$1,000,000 aggregate limit.

Applicant agrees to maintain these minimum insurance coverages and limits for the duration of their permit.