



**STATE/MUNICIPAL  
MAINTENANCE  
AGREEMENT**

Date: August 31, 2023  
ID: 6430-24-00/71  
Road Name: WIS 76  
Limits: Larsen Rd Intersection  
County: Winnebago

The signatory **Town of Clayton**, 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 6430-24-00/71 that involves the construction of a roundabout at the intersection of WIS 76 and Larsen Road (see Exhibit A).

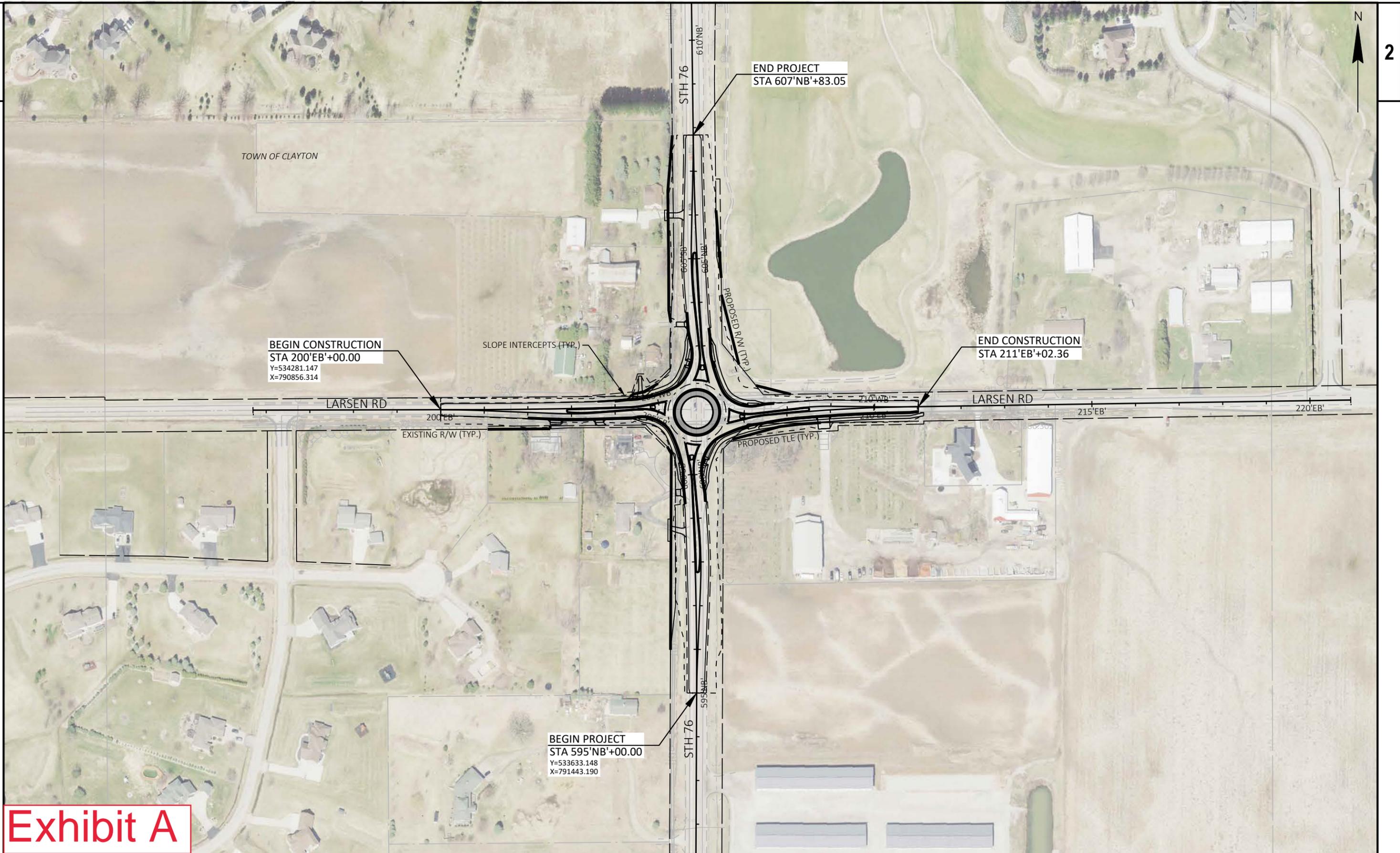
This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality. 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 in behalf of the <b>Town of Clayton</b> (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (Please sign in blue ink)	
Name	Title <b>WisDOT Region Maintenance Chief</b>
Signature	Date

## TERMS AND CONDITIONS:

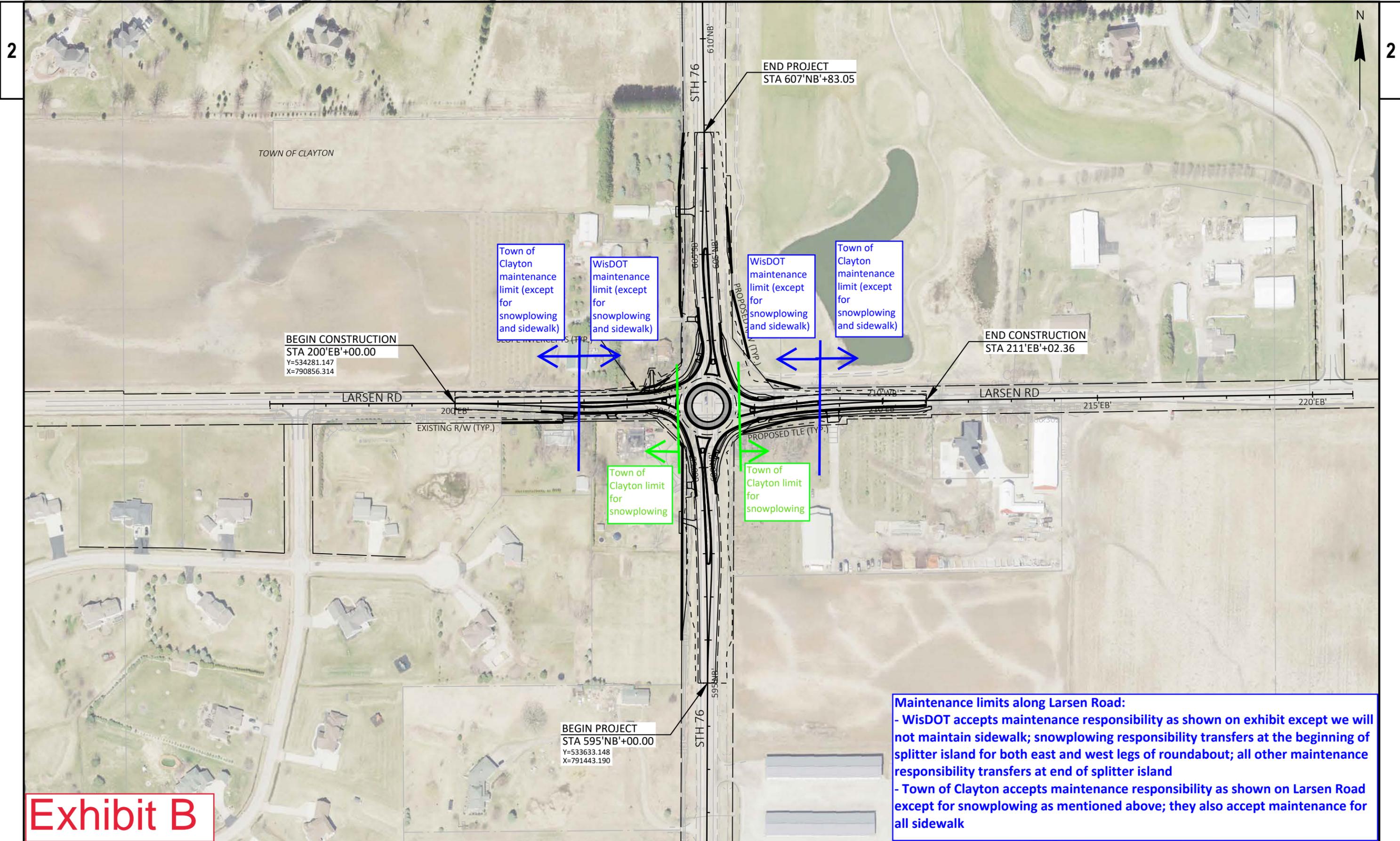
1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable 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 roundabout intersections within the limits of this agreement for:
    1. Roundabout at WIS 76 and Larsen Road (see Exhibit 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.
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 as shown on Exhibit B 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, 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 clear right-of-way of all encroachments.
  - (f) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
  - (g) Maintain signs and pavement markings per the attachment which defines the municipal responsibilities.
4. The Municipality, within the specified limits, agrees to:
  - (a) Prohibit angle parking.
  - (b) Regulate and prohibit parking along the highway shoulder.
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, 6430-24-71, the Municipality will assume all afore mentioned maintenance responsibilities.



# Exhibit A

PROJECT NO: 6430-24-71	HWY: STH 76	COUNTY: WINNEBAGO	PROJECT OVERVIEW	SHEET	<b>E</b>
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# Exhibit B

**Maintenance limits along Larsen Road:**

- WisDOT accepts maintenance responsibility as shown on exhibit except we will not maintain sidewalk; snowplowing responsibility transfers at the beginning of splitter island for both east and west legs of roundabout; all other maintenance responsibility transfers at end of splitter island
- Town of Clayton accepts maintenance responsibility as shown on Larsen Road except for snowplowing as mentioned above; they also accept maintenance for all sidewalk