



## Winnebago County

### Highway Commission

*The Wave of the Future*

September 19, 2024

Mr. Russell Giese, Chairperson  
Town of Clayton  
8014 County Rd. T  
Larsen, WI 54947

Dear Mr. Giese:

Each year, the Winnebago County Highway Department seeks to partner with the towns by providing maintenance services for the following year. This is a positive arrangement for both the county and the town. To continue providing these services to our customers, the Highway Department is attempting to assess the future material, labor, and equipment needs of the Highway Department. I would ask that you consider your maintenance needs for 2025 and review the language in the enclosed Maintenance Agreement. If you and the town board agree, please sign in the appropriate place at the bottom of the page and return it to the Highway Department as soon as possible.

I would like to thank the Town of Clayton for utilizing the Highway Department to provide and deliver maintenance services to the town residents. I strongly believe that we can deliver the highest quality services to our residents when local governments work together.

If you or the town board have any questions concerning the town maintenance agreement, please feel free to contact me at [rdoemel@winnebagoctywi.gov](mailto:rdoemel@winnebagoctywi.gov) or 920-232-1700 at your convenience. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Doemel", written in a cursive style.

Robert Doemel, Commissioner  
Winnebago County Highway Department

CC: Town Clerk

RD: ls

**WINNEBAGO COUNTY HIGHWAY  
&  
TOWN OF CLAYTON  
MAINTENANCE AGREEMENT**

**Whereas**, the Town of Clayton, a town located in Winnebago County, would like to retain the services of the Winnebago County Highway Department to provide and deliver certain highway-related maintenance work during the calendar year of 2025; and

**Whereas** the Winnebago County Highway Department is willing and able to perform said maintenance services on behalf of the Town of Clayton during calendar year 2025.

**Now, therefore, for that mutual consideration as stated herein, it is agreed** by and between the Town of Clayton and the Winnebago County Highway Department as follows:

1. This agreement shall be for a period of one-year commencing the 1st day of January 2025 and continuing through December 31, 2025.
  
2. This maintenance work shall include general maintenance and miscellaneous work as needed during the year;

**GENERAL MAINTENANCE ACTIVITIES**

Surface Maintenance  
Shoulder Maintenance  
Vegetation Maintenance and Control  
Maintenance of Safety Appurtenances  
Guard and security fencing, bridge railings, and attenuators  
Maintenance of Drainage Facilities  
Culverts, ditches, and catch basins  
Litter Pickup  
Traffic Control  
Marking and Signage  
Pavement Ratings

**MISCELLANEOUS ACTIVITIES**

Asphalt Milling  
Asphalt Pulverizing  
Seal Coating  
Grading  
Paving  
Bridge Inspections and Repairs  
Equipment Repairs

3. The Town shall pay for all maintenance work performed & delivered in accordance with the wage rates, material costs and machinery rental rates of the Winnebago County Highway Department as established by Winnebago County.
4. All work will be on a time and materials basis and will be at the direction of the Town.
5. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in s.51.01(5) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
6. The Town of Clayton agrees at all times during the term of this agreement to; indemnify, save harmless, and defend Winnebago County, its Board, Officers, Employees, and Representatives may sustain, incur or be required to pay by reason Winnebago County, furnishing services, or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused solely by or resulting from the acts or omissions of Winnebago County, its Agencies, Boards, Officers, Employees, or Representatives.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals this

\_\_\_\_\_ Day of \_\_\_\_\_, 2024.

TOWN of Clayton

CHAIRMAN \_\_\_\_\_

CLERK \_\_\_\_\_

Winnebago County Highway Department

By: \_\_\_\_\_

Robert Doemel, Commissioner  
Winnebago County Highway Department