



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: 2/21/2024
 ID: 1370-00-73/76/77
 Road Name: STH-16
 Limits: E Main St to .23 Mi E Old Hwy Ln
 County: Jefferson

The signatory **City of Watertown**, 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 1370-00-73/76/77
 STH-16 is a principal arterial. The typical section consists of 12-ft lanes of recycled bituminous surface with 3-ft of paved shoulder and 7 ft gravel shoulder. The improvement will include replacement of the pavement surface, concrete surface repair on B-28-22, concrete overlay on B-28-12, and improve safety at the Main Street Oak Hill Road intersection by installing a roundabout.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1370-00-73/76/77. 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 City of Watertown (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Roundabouts
 - (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 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, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from 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 if applicable.
 - 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. Roundabout maintenance limits as defined by the Highway Maintenance Manual 02-15-06. (See Appendix A attached)

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, 1370-00-73/76/77, the Municipality will assume all afore mentioned maintenance responsibilities.

Appendix A



1.0 Authority

Under [Wis. Stat. Ch. 84 – State Trunk Highways; Federal Aid](#), the Department has broad power to construct and manage the orderly operation of Wisconsin highways. Constructing and maintaining roundabout intersections improves roadway safety and operation as proven through research and experience.

[Facilities Development Manual \(FDM\) Chapter 11-26 – Roundabouts](#) provides criteria for selecting, designing, and constructing roundabouts.

Under [Wis. Stat. s. 84.07 – Maintenance of state trunk highways](#), the Department may partner with a county or municipality to maintain the state trunk highway system, which includes roundabouts.

[Highway Maintenance Manual 02-15-10 – Maintenance with Municipalities](#) describes typical construction maintenance agreements and responsibilities with municipalities. If a roundabout is within a municipality's boundary, consult HMM 02-15-10 when writing a roundabout maintenance *agreement* or *addendum*.

2.0 Purpose

Roundabouts have different geometric features compared to at-grade intersections, overpasses and interchanges. Their unique characteristics such as special plantings in the central island, truck aprons, multi-use paths, and specialty locations make it difficult to know their exact maintenance limits. Therefore, the purpose of Subject 06 is to clarify roundabout maintenance limits between the Department and a county or municipality.

3.0 Maintenance Agreements

A State Municipal Agreement (SMA)¹ is typically used to document a county's or a municipality's financial, construction, utility and/or maintenance responsibilities in association with a highway improvement project. A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) may also be used after a project to document specific maintenance responsibilities. For roundabouts, these responsibilities include, but are not limited to:

- Roadway pavement
- Snow plowing limits
- Center island landscaping maintenance
- Signage
- Pavement marking
- Alternate concrete colors
- Lighting systems maintenance
- Storm sewer systems
- Curb and gutter
- Sidewalks
- Multi-use paths

Prior to construction, any non-standard design elements requested by a county or municipality are also addressed with an agreement.

3.1 Roundabout Maintenance Agreements

An existing SMA, MOU or MOA may identify specific roundabout maintenance responsibilities (section 3.0). But if the document does not identify or adequately detail these items, develop a separate roundabout maintenance agreement as an addendum (include as an attachment) to the existing SMA, MOU or MOA. If no SMA, MOU or MOA exists, develop an agreement as a standalone document instead. The difference between the two is that the addendum must be merged and not conflict with the existing SMA, MOU or MOA language, whereas the standalone document does not. A sample [agreement](#) is provided with this policy.

The Department only enters into a maintenance agreement with a county or municipality. This ensures the perpetuity of the agreement since government entities are sustainable over time and maintain proper liability and insurance requirements compared to private entities.

A statewide roundabout directory is stored and maintained in the Bureau of Traffic Operations. Keep a copy of all agreements in each region maintenance office and send a copy to the Bureau of Highway Maintenance.

¹ May also be known as a State Municipal Maintenance Agreement (SMMA) or a State Maintenance Agreement.

4.0 Roundabout Sponsorship

The Department maintains [HMM 07-01-45 – Maintenance and Operations Sponsorship Program](#). This policy allows alternative financing sources for maintenance and highway-related services. Sponsorships offer recognition to a person, business or other entity for monetary contributions directed to support roundabout maintenance. To encourage counties and municipalities to enter into maintenance agreements, the Department supports sponsorship agreements at those levels. However, roundabout sponsorship is not a requirement.

The Department only enters into an agreement with a county or municipality and not a business or resident. Thus, any sponsorship agreement is between the county/municipality and a private entity. If the sponsorship ends for any reason, the county or municipality is still responsible for monetary contributions for roundabout maintenance as documented in the agreement with the Department.

Sponsorship signage is not allowed within the roundabout center island per [Wis. Stat. s. 86.19\(1\)](#). Sponsorship signage is allowed under the guidance of HMM 07-01-45, section 4.1.

Volunteers or group(s) are prohibited from working in the median, central island areas, or any other area of a roundabout.

5.0 Department Maintenance Responsibilities

The table below summarizes this section.

Department Maintenance Responsibilities on Roundabouts – Section 3.0 Items			
Feature	Description / Location	Comment	Graphic
State Trunk Highways	Extends along all routes		
Local roads on rural RABs	Extends to the end of the splitter islands farthest away from the circulating lanes, except for plowing snow	Some splitter islands may extend hundreds of feet along a local road in rural areas. The county or municipality is responsible for plowing snow from the beginning of the splitter islands.	Figures 1 - 3
Local roads on urban RABs	Stops at the beginning of the splitter islands		
Mainline of urban RABs	Negotiated with the municipality	Connecting highway limits vary greatly and municipal duties change in connecting versus non-connecting highway situations	

5.1 Roundabout Maintenance Example Figure

See [Figure 4](#) for an example diagram of roundabout maintenance limits. Note how different items are split at different locations. For example, the snow plowing limits do not match the storm sewer system maintenance limits.

5.2 Snow Plowing

The Department is responsible for snow plowing on roundabouts on the state trunk highway system including the truck apron and all circulating travel lanes.

On local roads, the Department’s snow plowing responsibility stops at the **beginning** of the splitter islands near the circulating lanes. See [Figure 3](#). The county or municipality is responsible for snow plowing on the remainder of the local road.

5.3 Sidewalks/Multi-use Paths

Sidewalks and multi-use paths, including maintenance, replacement, and snow plowing are entirely the responsibility of the county or municipality.

5.4 Landscaping

When landscaping is involved, the Department and the contractor building the initial roundabout project have a “care cycle agreement” as part of the roundabout construction contract. A typical care cycle agreement lasts one or two years during which the contractor is responsible for all landscaping maintenance. After this agreement ends, either the Department or a county/municipality must water, weed, maintain, establish plant growth, or replace landscaping items in the roundabout.

After the care cycle agreement ends, develop an SMA, MOU, or MOA between the Department and a county or municipality to establish specific maintenance responsibilities. Clearly state in the agreement that the county or municipality maintains and finances any landscaping items within the central island and splitter islands and any specialty items as requested by the county or municipality.

[FDM Chapter 11-26-40 – Landscaping and Maintenance](#), describes the design and maintenance requirements for roundabout landscaping. A county or municipality may reference this FDM chapter for:

- Landscaping elements in the central island that are vital to the proper operation of a roundabout,
- Certain aesthetics not permitted in roundabouts, and
- Low maintenance plantings that should be utilized whenever possible.

Direct any landscaping questions or changes to a Bureau of Highway Maintenance landscape architect.

5.5 Specialty Items

Specialty items in roundabout construction and maintenance include, but are not limited to, non-standard lighting fixtures, alternate concrete colors, and specific landscape features. A county or municipality that requested any specialty items is solely responsible for their maintenance.

6.0 Additional Local Responsibilities

A county or municipality may need to utilize the items in sections 6.1 - 6.3 in association with roundabout maintenance.

6.1 Lane Closure System Notice

A Lane Closure System (LCS) notice may be required when performing maintenance or repairs in roundabouts. The LCS notice populates 511wi.gov, which provides information to motor carriers and the traveling public about construction and detours. These entries require advanced notice for postings. A region’s traffic section works with a county or municipality when lane closures, detours, or full roundabout closures are necessary.

The type of maintenance work determines whether a LCS notice is needed. For example, watering or weeding within a central island would not likely interfere with traffic, whereas central island maintenance that involves blocking a truck apron or encroaching a travel lane is likely to interfere with traffic and require a LCS notice.

6.2 Work on Highway Right-of-Way Permit

A county or municipality may need a work on highway right-of-way (WHROW) permit from the Department to perform roundabout maintenance in association with a SMA, MOU or MOA. This maintenance includes any necessary work zone traffic control. A permit is not required when a county or municipality has a roundabout maintenance *agreement* (section 3.1) containing the proper legal language and provisions derived from the Department’s WHROW permit form (DT1812) that authorizes the work. Do not issue a WHROW permit to a contractor or subcontractor.

6.3 Third-Party Contracting

A county or municipality may hire a third party to perform roundabout maintenance. When done in association with a WHROW permit, the third party is covered under the permit. When done in association with an *agreement*, the legal language and provisions noted in section 6.2 are used along with the following:

Provided the _____^① of _____^② has the authority to contract with a third party for roundabout maintenance services, the Department will not require the third party to obtain its own work on highway right-of-way permit. In this case, the _____^① is responsible to enforce the maintenance agreement requirements on the third party.

- ① City-Village-Town (C-V-T) or County
- ② Name of C-V-T or County

Figure 1:
Typical Maintenance Limits Rural Roundabout

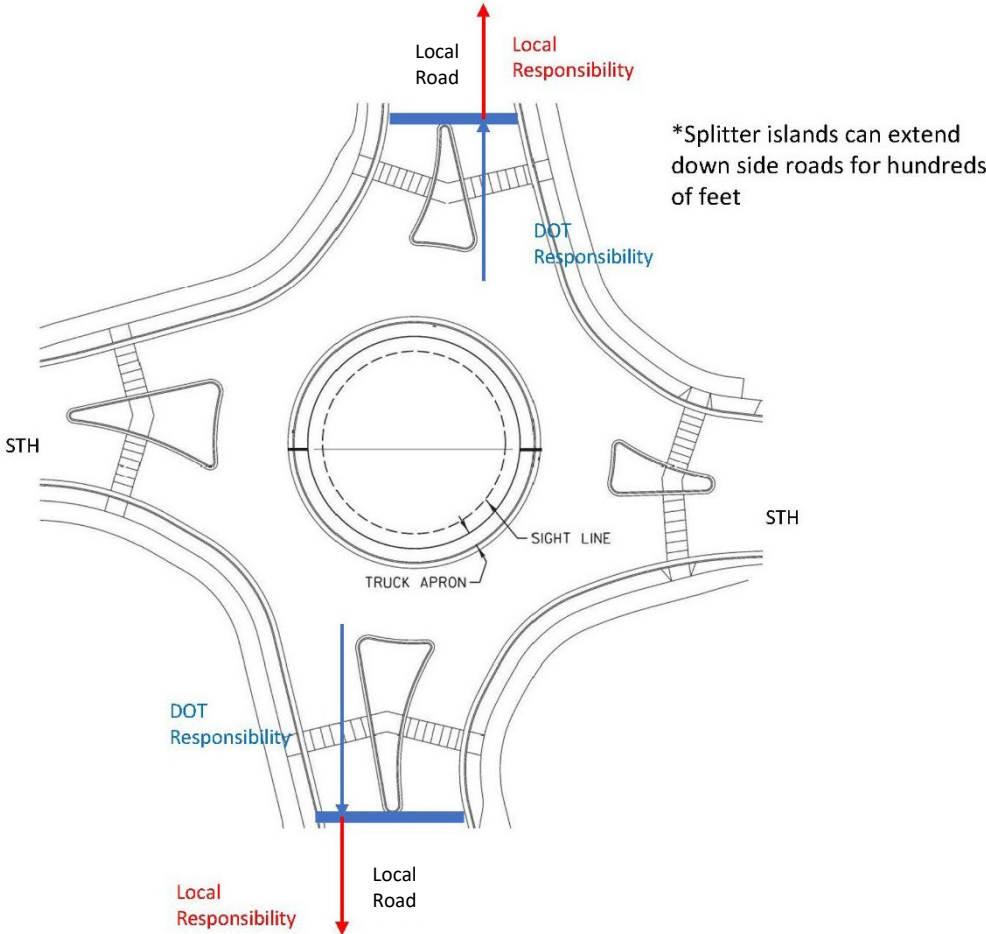


Figure 2:
Typical Maintenance Limits Urban Roundabout

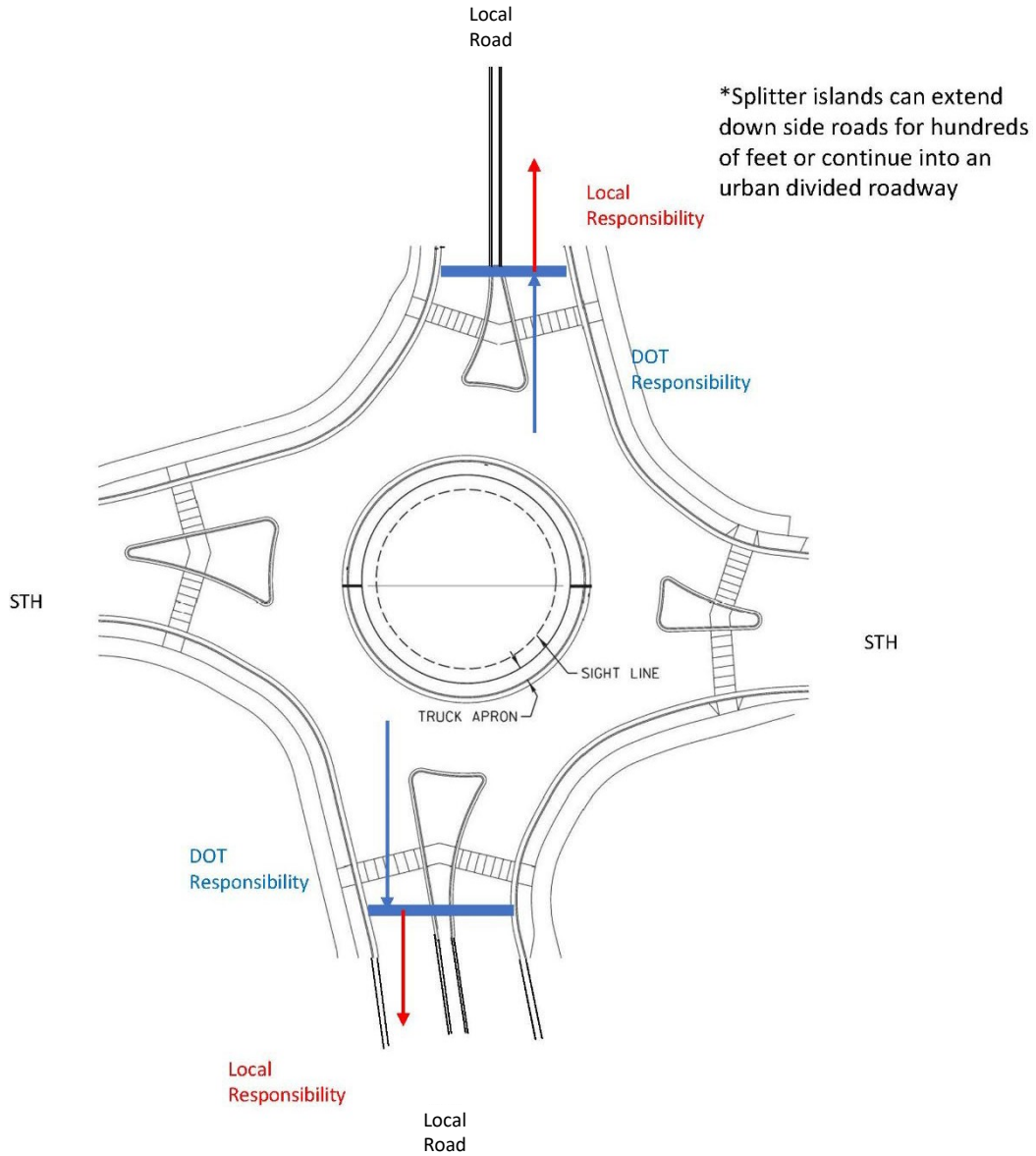


Figure 3:
Typical Plowing Limits Rural and Urban Roundabouts

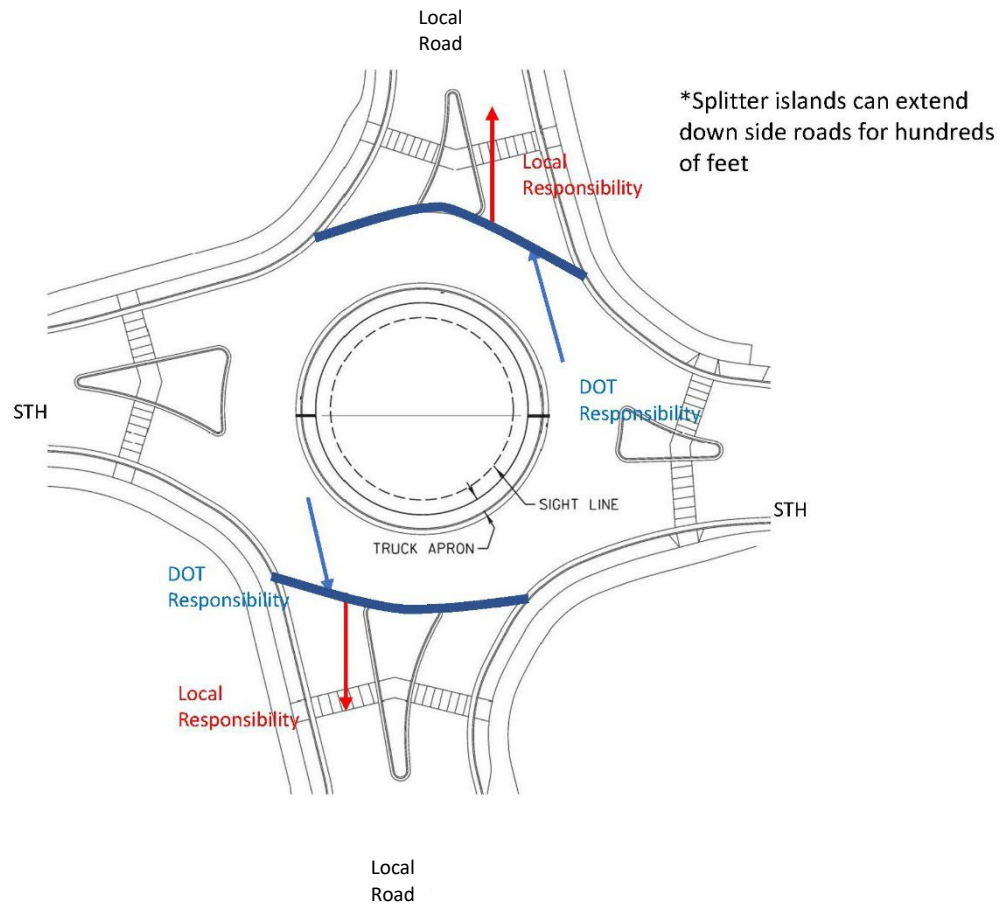


Figure 4:
Example Urban Roundabout Maintenance Limits

