



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: June 5, 2025
ID: 1228-22-73
Road Name: IH 43
Limits: Halyard St to Capitol Dr
County: Milwaukee

The signatory **Milwaukee Water Works**, 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 1228-22-73

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [2]); 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 1228-22-73. 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.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of the **Milwaukee Water Works** (Please sign in blue ink)

Name (print) Title: Commissioner

Signature Date

Signed for and in behalf of the **State** (Please sign in blue ink)

Name Brian Roper Title **WisDOT SE 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:
 - (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 and accept responsibility for the following as applicable to this agreement:
 1. Other (please identify) Utilities (Water).
4. 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.
5. This agreement does not remove the current municipal maintenance responsibility.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 1228-22-73, the Municipality will assume all afore mentioned maintenance responsibilities.