

AIRPORT GATEWAY BUSINESS IMPROVEMENT DISTRICT

MAINTENANCE AGREEMENT

This Agreement, By and between the Airport Gateway Business Improvement District hereinafter known as "Airport Gateway" and the City of Milwaukee, a municipal corporation, hereinafter known as the "City".

Witnesseth:

Whereas, The Airport Gateway has expressed interest in beautifying the median located on West Layton Avenue under the railroad overpass, east of South 13th Street in order to complement the Boulevard Beautification Program of the City; and

Whereas, The beautification project would consist of removing some turf on the median and installing landscaping; and

Whereas, The Airport Gateway will be responsible for managing the landscaping improvements of the beautification project including design, overall coordination, and installation of landscaping; and

Whereas, KEI, a contractor hired by the Airport Gateway will maintain the landscaping in the median once the improvements have been completed; and

Whereas, The City Forestry Division has approved the proposed landscaping plan; and

Whereas, The terms and conditions of this arrangement have been codified in a maintenance agreement between the Airport Gateway and the City as outlined more fully hereinafter;

Now, Therefore, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations;

It is acknowledged and agreed by and between the parties hereto that:

1. The City shall retain ownership of the median and shall continue to accept all maintenance responsibility and potential liability, therefore, except as specifically noted herein.
2. The City and the Airport Gateway shall mutually agree upon a landscape plan for the median. The Department of Public Works'

Forestry Division shall collaborate with the Airport Gateway in approving the plan.

3. After the initial planting, the Airport Gateway shall be responsible for landscape maintenance. Such maintenance shall include planting of perennials, removal and replacement of dead plant materials, weeding, regular removal of litter that may accumulate in the bed, and pruning of perennials, groundcovers, or other low growing plants. The Airport Gateway shall be responsible for supplying like kind replacements for dead plants.
4. If the Airport Gateway does not maintain the median to the standards followed by the City for its boulevard medians, the City shall notify the Airport Gateway in writing of the maintenance deficiencies. If the Airport Gateway does not rectify the maintenance deficiencies within the time established in the written notification (which shall not be less than 30 days), the City may resume full maintenance responsibility for the median and may make any changes to the median it chooses to minimize the level of maintenance required. The City may cause the removal of the landscaping.
5. Notwithstanding the notification provisions of point number 4 above, the City may make immediate repairs or alterations to the median if the Commissioner of Public Works determines that conditions at the median present a threat to public safety.
6. This agreement shall have a term of ten (10) years from the date of execution. Upon the mutual agreement of the Airport Gateway and the Commissioner of Public Works, the agreement may be extended for additional five- (5) year increments.
7. The City shall maintain the grass areas surrounding the landscape bed consistent with the level of grass maintenance performed on City boulevards.

FOR THE AIRPORT GATEWAY BUSINESS IMPROVEMENT DISTRICT

Signature _____ Date _____

Print Name _____

Title _____

Telephone Number _____

FOR THE CITY OF MILWAUKEE

Signature _____ Date _____

Print Name _____

Title _____

Telephone Number _____