

## **LINCOLN / KINNICKINNIC / HOWELL MEDIAN**

### **MAINTENANCE AGREEMENT**

This Agreement, By and between the Bay View Neighborhood Association hereinafter known as “BVNA”; the Bay View Garden and Yard Society, hereinafter known as “BVGAYS”; and the City of Milwaukee, a municipal corporation, hereinafter known as the “City”.

#### **Witnesseth:**

Whereas, The BVNA has expressed interest in beautifying the westernmost of the two paved medians located at the intersection of W. Lincoln, S. Kinnickinnic, and S. Howell Avenues with the assistance of the City; and

Whereas, The beautification project would consist of removing the existing concrete pavement on the westernmost median and installing landscaping; and

Whereas, The BVNA will be responsible for managing the first phase of the beautification project including design, overall coordination, importation of planting soil, and installation of landscaping; and

Whereas, The BVGAYS will maintain the landscaping in the median once the improvements have been completed; and

Whereas, The City will prepare the median for landscape installation and will continue to maintain the median with the exception of the landscaping; and

Whereas, The terms and conditions of this arrangement have been codified in a Maintenance Agreement between the BVNA, the BVGAYS, 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, the BVGAYS, and the BVNA shall mutually agree upon a landscape plan for the median. The Department of Public Works' Forestry Division shall collaborate with the two organizations in preparing the plan. An irrigation system will not be part of the project and the landscape plan shall reflect that fact.
3. The City shall remove the existing concrete surface of the median and shall provide the initial landscape materials to the extent those materials are available as excess inventory to the Forestry Division. If the City is unable to provide plant materials, the BVNA shall be responsible for acquiring them.
4. After the initial planting, the BVGAYS shall be responsible, with the exception of occasional mulching and tree pruning, for landscape maintenance. Such maintenance shall include planting of annuals, removal and replacement of dead plant materials, weeding, removal of litter that may accumulate on the site, and pruning of low level plants. Any trees over 6 feet in height shall be pruned by the City. The BVNA shall be responsible for supplying replacements for dead plants.
5. If the BVGAYS does not maintain the median to the standards followed by the City for its boulevard medians, the City shall notify the BVGAYS and the BVNA in writing of the maintenance deficiencies. If the BVGAYS 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.
6. Notwithstanding the notification provisions of point number 5 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.
7. This agreement shall have a term of three (3) years from the date of execution. Upon the mutual agreement of the BVNA, the BVGAYS and the Commissioner of Public Works, the agreement may be extended for additional three (3) year increments.

FOR THE BAY VIEW NEIGHBORHOOD ASSOCIATION (BVNA)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

FOR THE BAYVIEW GARDEN AND YARD SOCIETY (BVGAYS)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

FOR THE CITY OF MILWAUKEE

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_