

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

I. Introduction

The purpose of this Memorandum of Agreement, (MOA) is to set forth the agreements and understandings which have been reached between the City of Milwaukee, (City) and the State of Wisconsin Department of Natural Resources (DNR) regarding the acquisition, development, replacement and operation of approximately 6 miles of trail located in the City of Milwaukee, Milwaukee County between Lake Michigan and the County's Doyno Park.

The DNR is interested in developing, replacing, maintaining, and operating a trail on the corridor for commuting and recreational trail purposes. The City of Milwaukee and the DNR agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The map attached to this MOA describes in general the recreation corridor as it is anticipated to appear when completed. An exact legal description of the property(ies) will be provided upon the execution of trail easements.

III. Consideration

The DNR will take full responsibility for the management of the trail. It is understood that they may do this either with DNR staff or through contracts with other entities. They may also create agreements with adjacent property owners, units of government, or private organizations to provide a high level of quality and safety for all trail users.

It is expected that adjacent property owners will pick up any debris on or along the trail that is the result of an event sponsored or housed on that property.

In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational and commuting trail, the DNR and the City shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.

IV. Obligations of the City of Milwaukee

1. The City of Milwaukee agrees to prepare and provide mutually acceptable non-exclusive trail easements to the DNR for agreed upon off-street trail segments on city owned lands for the purpose of developing, operating, repairing, and maintaining the trail
2. For agreed upon on-street trail segments, the City will install any pavement markings, install signage to be provided by the DNR, and provide on going maintenance of the facility. Any necessary geometric changes to accommodate the bicycle facilities

shall be approved by the DNR and coordinated with the City or City sponsored work affecting the trail. If construction is occurring as part of a development, the accommodation of the trail will be addressed as part of that development. The DNR will fund necessary geometric changes that can not be accomplished as part a development or other roadwork.

3. The City will convey by easement to the DNR the right to develop, maintain, repair and operate a recreation and commuting trail on lands within the corridor. The City retains the right to issue other non-conflicting easements, leases or permits to others for trail crossings, adjoining landowner needs and communication links, but shall not enter into agreements that would materially alter the trail or its uses.
4. The City agrees to take responsibility for the management, engineering, construction, and contract administration of the existing 44th Street segment Congestion Mitigation & Air Quality (CMAQ) grant in possession of the City for the development of the trail. The City will take responsibility for any cost overruns associated with implementation of the 44th Street segment grant.
5. For agreed upon off-street trail segments on private property within the 44th Street segment, the City will prepare and acquire surface trail easements with conveyance to the DNR. Any costs associated with acquisition or relocation shall be funded by grant funds or with prior consent, the DNR.
6. The City agrees to take responsibility for the management, engineering, construction, and contract administration of the existing grant to develop a separated/parallel 10' wide asphalt trail adjacent to Canal Street between Miller Park and 6th Street as part of the reconstruction of Canal Street. Since portions of this alignment differ from those indicated in the original grant agreement, the City will seek the consent for those changes from the Department of Transportation, the grant administrator. The DNR has agreed to the use of the grant for development of this portion of the trail, but will not be responsible for the local match to this segment of the trail. Any remaining grant funds will be used to develop portions of the trail as identified in the original grant application (i.e. Airline Yards).
7. The City agrees to take responsibility for the management, engineering, construction, and contract administration of the existing Congestion, Mitigation, & Air Quality grant for the development of a ramp and stairway off of the Sixth Street Bridge and trail segment to attach to Pittsburgh Street. The City will implement the design provided by the DOA's contractor for this segment, provided sufficient grant funds are available.
8. The City agrees the trail will meet DNR trail standards for the uses permitted. The DNR will have the opportunity for review and input on all design and engineering documents prior to the development of any segments implemented by the City.
9. The City agrees that any advertising or display materials relating to the trail shall clearly identify the property as Hank Aaron State Trail and that it is under the management of the DNR. No additional commercial advertising shall be allowed in the trail corridor, other than signs providing directional information about trail-related services.
10. The City will provide assistance with patrolling, law enforcement, and fire service.

11. The City will provide the DNR with a reasonable time frame for review and input on all design & engineering documents affecting the Hank Aaron State Trail prior to the finalization of documents for the development of any segments developed by the City of Milwaukee or an entity working with the City.

V. Obligations of the Department of Natural Resources

1. The DNR will designate the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The trail will be included in any appropriate list of state trails.
2. The DNR will participate in or conduct public meetings, which may be necessary for the establishment and development, management, and improvements of the trail project.
3. The DNR will coordinate and prepare a master plan for the trail. Specific recreational uses are determined through the master planning process.
4. The DNR will provide the 20% match to the existing CMAQ grants obtained for the development of the trail (with the exception of the trail segment build in conjunction with the redevelopment and extension of Canal Street).
5. The DNR will take responsibility for the on-going maintenance and operation of all portions designated as Hank Aaron State Trail, with the exception of on-street portions, which will be the responsibility of the City.
6. The DNR will take responsibility for completion of segments within the Stadium District.
7. The DNR will take responsibility for management and establishment of landscaping and habitat improvements on segments within the Stadium District and segments along the Menomonee River between 25th Street and Emmer Lane. Future segments may be added to this responsibility. In the event adjoining entities prefer a more intensely manicured landscape, those entities through agreement with the DNR, may opt to maintain the corridor on their own.
8. The DNR agrees to work with the City and other stakeholders to determine the alignment and configuration of the trail within the property known as the Airline Yards. Funding for the development of this segment will be pursued.
9. The DNR will take responsibility for enforcement of state statutes pertaining to trail use, snow removal, sweeping the trail, trash pick up, and other operational needs.
10. The DNR will provide all trail signage, both directional and interpretive.
11. The DNR will coordinate with and provide staff assistance for the Friends of the Hank Aaron State Trail.
12. The DNR will provide the City with a reasonable time frame for review and input on all design & engineering documents affecting the Hank Aaron State Trail prior to the finalization of documents for the development of any segments developed or

implemented by the DNR.

VI. General

1. This Memorandum of Agreement is subject to all applicable laws and regulations.
2. This Memorandum of Agreement may be revised by mutual written agreement of the DNR and the City.
3. An annual meeting between the City and DNR will take place to review development and acquisition progress, operational problems, and maintenance standards needing attention and to exchange ideas and information for the good of the trail project.
4. The MOA shall not be construed as creating a public debt on the part of the DNR in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations and grants.
5. The parties agree that the provisions of Chapter NR 45.04(1)(a), Wisconsin Administrative Code, remain applicable to the Premises. Pursuant to NR 45, Wisconsin Administrative Code, the Department retains management, supervision, and control over the Premises for the purpose of enforcing Chapter 45, Wisconsin Administrative Code, when needed to protect the Premises. Daily routine enforcement remains the responsibility of the City and the County.

IN WITNESS WHEREOF, the DNR and the City have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By _____

Scott Hassett, Secretary

Dated

CITY OF MILWAUKEE

By _____

Commissioner, Department of Public Works

Dated