



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: November 22, 2021
ID: 1360-12-70
Road Name: Fond Du Lac Ave (STH 145)
Limits: 107th St Bridge
County: Milwaukee

The signatory **City of Milwaukee**, 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 1360-12-70

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 1360-12-70. 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 Milwaukee (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Name (print)	Title
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) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (b) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
 - (c) Retaining walls R40-722 and 723.
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) The energy, operation, repair and replacement of traffic signals.
 - (d) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (e) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility
 - (f) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - 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.
 - (g) Maintain clear right-of-way of all encroachments.
 - (h) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Structures: clearance of snow and/or ice from the sidewalk and/or multi-use pathway on the structure.
 2. Curb & gutter: surface repair
 3. Other; Utilities, Underground Conduit.

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, 1360-12-70, the Municipality will assume all afore mentioned maintenance responsibilities.