

## **NORTH 85<sup>TH</sup> STREET AND WEST AUER AVENUE - TRIANGLE**

### **MAINTENANCE AGREEMENT**

This Agreement, By and between the Milwaukee School of Languages hereinafter known as “MSL”; and the City of Milwaukee, a municipal corporation, hereinafter known as the “City”.

#### **WITNESSETH:**

Whereas, MSL has expressed interest in beautifying the triangle median located at the intersection of North 85<sup>th</sup> Street and West Auer Avenue with the assistance of the City; and

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

Whereas, MSL will be responsible for managing the first phase of the beautification project including design, overall coordination, and installation of landscaping; and

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

Whereas, The City will import the topsoil, wood chips, 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 MSL 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 MSL shall mutually agree upon a landscape plan for the median. The Department of Public Works Forestry Division shall

collaborate with MSL 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 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, MSL shall be responsible for acquiring them.
4. After the initial planting, MSL shall be responsible, with the exception of occasional mulching and tree pruning, 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 shrubs, perennials, groundcovers, or other low growing plants. Any trees over six (6) feet in height shall be pruned by the City. MSL shall be responsible for supplying like kind replacements for dead plants.
5. If MSL does not maintain the median to the standards followed by the City for its boulevard medians, the City shall notify MSL in writing of the maintenance deficiencies. If MSL 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 if 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 MSL and the Commissioner of Public Works, the Agreement may be extended for additional three (3) year increments.
8. The City shall maintain the sidewalks surrounding and transecting the Triangle consistent with the level of maintenance performed for similar City-owned properties. Sidewalk maintenance shall include, but need not be limited to, snow removal and repair or replacement as warranted.
9. The City shall maintain the grass areas surrounding the landscape bed consistent with the level of grass maintenance performed on City boulevards.

**FOR THE MILWAUKEE SCHOOL OF LANGUAGES (MSL)**

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

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

Title \_\_\_\_\_

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

**FOR THE CITY OF MILWAUKEE**

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

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

Title \_\_\_\_\_

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