

## MAINTENANCE AGREEMENT

This Agreement, by and between \_\_\_\_\_, hereinafter known as the “Private Entity;” and the City of Milwaukee, a municipal corporation, hereinafter known as the “City.”

### WITNESSETH:

**WHEREAS**, The Private Entity has expressed interest in beautifying or improving the property in the public right of way (the “Property”) located at \_\_\_\_\_; and

**WHEREAS**, The beautification project will consist of the landscaping and other improvements to the Property described more fully on the attached Exhibit A (the ‘Project’); and

**WHEREAS**, The Private Entity will be responsible for all aspects of the Project including without limitation design, installation, maintenance, and removal of any landscaping; and

**WHEREAS**, The City Forestry Division has approved the proposed plan for the Project; and

NOW, THEREFORE, In consideration of these premises, the mutual benefits to the parties herein provided and for other good and valuable consideration, the parties hereto agree as follows:

1. The City shall retain ownership and control of the Property as public right of way including maintenance responsibility and potential liability therefor except as specifically provided herein.
2. After the initial planting of the Project on the Property, the Private Entity shall be responsible for regular landscape maintenance. Such maintenance shall include planting of perennials or annuals, removal and replacement of dead plant materials, weeding, prompt removal of litter that may accumulate in the bed, watering, fertilizing, mulching, trimming and pruning of perennials, groundcovers, or other low growing plants. The Private Entity shall be responsible for supplying like kind replacements for dead plants and otherwise see that the Property is maintained in a clean, safe, attractive and well-tended manner consistent with the Project plan.
3. If the Private Entity does not maintain the Property in a manner deemed satisfactory by the City, the City shall notify the Private Entity in writing of

this determination, including a list or description of the maintenance deficiencies and a deadline by which such deficiencies must be cured (which shall not be less than 10 days thereafter). If such deficiencies are not timely cured to the City's satisfaction, then the City may, at any time thereafter, resume full maintenance responsibility for the Property and may make any changes to the Property it chooses. The City may alter the Project or remove the Project from the Property.

- 4. Notwithstanding the notification provisions set forth immediately above, the City may make immediate repairs, alterations or improvements to the Property if the Commissioner of Public Works determines that conditions at the Property present a potential threat to public safety.
- 5. This Agreement shall have a term of \_\_\_\_ years from the date of execution of this Agreement (the "Effective Date"). Thereafter, this Agreement shall automatically renew on a year-to-year basis, unless one party provides the other with written notice of termination at least 30 days prior to the anniversary of the Effective Date.
- 6. The City shall maintain the grass areas on the Property surrounding or adjacent to the landscape bed in a manner generally consistent with the maintenance level on other City rights of way.

**FOR THE PRIVATE ENTITY**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

**FOR THE CITY OF MILWAUKEE**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

## **Exhibit A**

### Description of Project