

## **Maintenance Agreement**

Between

**The Wisconsin Department of Transportation**

and

**The City of Greenfield**

and

**The City of Milwaukee**

This agreement made and entered into by and between the Wisconsin Department of Transportation, hereinafter called the Department, the City of Greenfield, hereinafter called Greenfield and the City of Milwaukee, hereinafter called Milwaukee, provides for the maintenance of community sensitive design (CSD) features along 27<sup>th</sup> Street (STH 241), between College Avenue and Oklahoma Avenue, and along Layton Avenue, between 27<sup>th</sup> Street and the freeway.

1. General conditions from the Department

A. This agreement is created to address changes in access at the 27<sup>th</sup> Street interchange with I-894 as part of the I-94 North/South reconstruction project.

B. This agreement is for maintenance of CSD items only within the limits specified. CSD items covered by this agreement include:

- Median trees and mulched tree planting areas
- Gateway monuments and planting beds
- Wayfinding signs
- Advance intersection signs
- Banners
- Banner poles

The location of the above noted items are shown on the attached "Maintenance Agreement Exhibit".

C. Milwaukee is responsible for all maintenance activities associated with CSD features installed on Layton Avenue, east of 27<sup>th</sup> Street and on 27<sup>th</sup> Street, north of Edgerton Avenue. Greenfield is responsible for all maintenance activities associated with CSD features on Layton Avenue, west of 27<sup>th</sup> Street (to 28<sup>th</sup> Street), and on 27<sup>th</sup> Street, south of Edgerton Avenue.

- D. Milwaukee and Greenfield are responsible for ensuring that commitments agreed to in this agreement are carried out within their respective maintenance limits.
- E. Milwaukee and Greenfield agree that no advertising of any kind will be allowed on CSD features installed as part of this agreement.
- F. Milwaukee and Greenfield will be responsible to perform all of the maintenance work as specified below within their respective maintenance limits. Should a municipality, at their sole discretion, decide to remove all CSD design features within their maintenance limits at some point in the future (no sooner than 10 years from the date this agreement is executed), maintenance responsibility for that segment will revert back to the Department. Either municipality shall give at least six months notice to the Department and the other municipality prior to removal of the CSD design features. It shall be the responsibility of the municipality removing the CSD design features to pay the full cost of the removal and restoration to the original condition. The Department reserves the right to ask that some CSD items remain in place, such as trees.
- G. Milwaukee and Greenfield understand that the Department reserves the right to perform maintenance activities that may disturb or interfere with CSD features installed under this agreement. Milwaukee and Greenfield will be responsible to restore any disturbed CSD features at their cost or the Department will restore these areas with usual and customary materials such as concrete, asphalt, grass seed, etc. The Department will, within a reasonable effort, contact Milwaukee and Greenfield prior to disturbing any CSD features, allowing Milwaukee and Greenfield time to salvage any materials.
- H. In the event an item becomes damaged or worn, Milwaukee or Greenfield, at their sole cost, would have the option to remove the item and not replace it. Also, if the municipalities fail to maintain CSD features as required below, the Department could also remove the features and invoice Greenfield and Milwaukee for the removal and disposal costs.
- I. Construction of the CSD features is anticipated to occur in 2010. The Department will include a 2-year warranty period requirement for all plant material, excluding grass, installed under the initial construction project.
- J. Milwaukee and Greenfield will be responsible for replacing plant material that dies after the 2-year warranty period.
- K. Milwaukee and Greenfield will not be reimbursed for costs associated with maintaining CSD items associated with this agreement.
- L. Milwaukee and Greenfield will obtain a permit from the Department prior to performing any maintenance activities within their respective maintenance limits. This agreement will be attached to the permit. The permit is a one-time event and will be revocable.

2. Maintenance duties to be performed by the Cities of Milwaukee and Greenfield:

- A. Maintenance duties outlined below are assignable by the City of Milwaukee/City of Greenfield to a qualified third party for execution and shall be according to the terms of this agreement.
- B. All maintenance shall be performed by professional maintenance personnel employed by the Cities of Greenfield, Milwaukee or a third party assigned to do this work by the municipality.
- C. Remove all debris from knockdowns of an advance notice, wayfinding or gateway sign.
- D. The Department will provide the following replacement signs as part of the original construction contract:
  - Two replacement sign structures for advance notice (roadway name) signs
  - One replacement sign for a wayfinding sign structure.

Sign structures shall be stored inside at a location jointly agreed to by Milwaukee and Greenfield. Costs for additional replacement signage, beyond the signing spares discussed above, is the responsibility of Greenfield or Milwaukee within their respective maintenance limits.

- E. Replace advance notice and wayfinding signs within two weeks of a knockdown if the sign is in inventory, or within one week of receiving replacement signs. Replacement signs will be ordered from an appropriate vendor within one week of notification of the knockdown event.
- F. Stocking of a replacement gateway sign structure is not required since the structure will be protected by a concrete vertical barrier wall.

In the event of a knockdown, Milwaukee or Greenfield will repair gateway sign structure within their respective maintenance limits. If damage is beyond repair, replace entire sign structure.
- G. Replace gateway sign structure as soon as practical after a knockdown.
- H. Repair gateway planter wall in the event of a vehicle striking the surface. Repair may involve cleaning scuff marks and re-staining visible surfaces. In the event of a major vehicle strike to the wall where concrete is broken or displaced, repair shall involve removal of the damaged wall section and pouring a new segment of wall; staining to match the existing wall.
- I. Touch up paint on advance notice, wayfinding and gateway structures once a year. Touch up shall include cleaning surface to remove all flaking paint and corrosion, priming and painting with two coats of matching color.

- J. Spot weed control in the gateway planting beds and mulched tree planting areas shall be performed three times per year using a Glyphosate product.
- K. Replace mulch in planter beds and around trees every 2 years
- L. Touch up of stained concrete planter wall (gateway feature) shall be done once a year.
- M. Removal or over painting of graffiti shall be done within 2 days of report or discovery.
- N. Replace any dead or damaged plant material at the appropriate planting season for the species. Replacements shall be the same genus, species and cultivar as the dead or damaged plant material.
- O. Winterize irrigation system (hose bib with atmospheric vacuum breaker and gate valve) each fall before the end of October.
- P. Repair irrigation components that may be damaged by any means.
- Q. Maintain trees within the median by pruning on a 5-year basis.

### 3. Maintenance of median and terrace areas

- A. Due to the CSD features added to the median and terrace areas within the limits of this agreement, the Cities of Milwaukee and Greenfield agree to assume responsibility for maintenance for the median and terrace areas.
- B. The maintenance activities are typically described as follows:
  - Repair snow plow damage
  - Repair tire ruts in turf
  - Mowing and trimming of median and terrace
  - Weed control
  - Litter removal
- C. These maintenance duties are assignable by the Cities of Milwaukee/Greenfield to a qualified third party for execution and shall be according to the terms of this agreement.
- D. All maintenance shall be performed by professional maintenance personnel employed by the cities of Milwaukee/Greenfield or a third party assigned to do this work by the municipality.

### 4. Duration

This agreement shall become effective on the date that the CSD improvements are accepted by the Department from the contractor (anticipated in fall 2010).

The acceptance shall be promptly communicated to the Cities of Milwaukee and Greenfield. This agreement may only be terminated by consent of all parties or at such time that all of the CSD elements have been removed and CSD areas have been reverted back to the Department.

5. Approval

This agreement is subject to the terms and conditions above and is made by the undersigned under the proper authority to make such a commitment for the Cities of Greenfield and Milwaukee and upon acceptance by the Department shall constitute agreement between the City of Greenfield, the City of Milwaukee and the Department.

\_\_\_\_\_  
Authorized Signature  
City of Greenfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner of Public Works  
City of Milwaukee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Wisconsin Department of Transportation

\_\_\_\_\_  
Date