

Intergovernmental Cooperation Agreement for Maintenance
for the Rogers Street Pedestrian Mall
Between
The City of Milwaukee
And
Milwaukee Public Schools

This Intergovernmental Cooperation Agreement, (“Agreement”) is entered into this ____ day of _____, 2024 by and between the City of Milwaukee, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin (“The City”) and Milwaukee Public Schools (“MPS”), together, (“the Parties”).

WHEREAS, MPS desires to create a recreational space adjacent to their property in public right-of-way; and

WHEREAS, Common Council File 231134 created the Rogers Street Pedestrian Mall in South 24th Street from West Rogers Street to the east-west alley bounded by South 23rd Street, South 24th Street, West Rogers Street and West Burnham Street; and

WHEREAS, the parties agree that the pedestrian mall will remain a public space when not in use during official school days for Rogers Street Academy, and

WHEREAS, the City of Milwaukee Common Council has approved the execution of this Agreement via Common Council File Number _____, adopted on _____ 2024, authorizing the proper Milwaukee city officials to execute this Agreement,

NOW THEREFORE, based on the mutual promises contained in the Agreement, the Parties hereby agree as follows:

Responsibilities of MPS

1. Green Infrastructure

- a. MPS shall, at its sole expense, maintain, repair and replace the Best Management Practices (BMPs) described on Items 14 and 15 of the Stormwater Management Plan (SWMP) for the MPS Esser III Rogers Street Academy, approved on _____, and keep in compliance with all applicable laws, rules, regulations and ordinances (collectively, “Maintenance”). These BMPs include the Turf Field located in the public right of South 24th St.
- b. The two bioretention basins, which are part of said BMPs, discharge into two manholes located in the public right of way of South 24th St. The manholes shall be maintained by MPS.
- c. Every five years, as required by Chapter 120-15 of the City of Milwaukee Code of Ordinances, MPS shall submit a written recertification from a registered professional engineer that said BMPs, included in said SWMP, are operating as originally designed. The recertification shall be submitted along with an updated letter of financial guarantee.

2. MPS will maintain the artificial turf on the soccer field.
3. MPS will maintain the fencing and gate around the soccer field.
4. MPS will maintain and service any trash receptacles on the site.
5. MPS will maintain all bushes, plantings, shrubs and grass in the pedestrian mall and around the parking lot, including the island in the turnaround.
6. MPS will remove snow from all pedestrian paths of the pedestrian mall.
7. MPS will remove snow from the five private parking spaces at the turnaround.
8. MPS will maintain the striping for the private parking spaces at the turnaround.
9. MPS will maintain the 6" steel bollards at the intersection of West Rogers Street and South 24th Street.
10. MPS will maintain the pavement marking arrows and stop line at the turnaround. DPW will waive any permit fees for MPS associated with replacing the pavement markings.
11. MPS will power and maintain lighting in the right-of-way between West Legion Street and West Rogers Street.
12. In general, MPS will maintain all items that are not in the right-of-way.

Responsibilities of DPW

13. DPW will maintain the turnaround off West Legion Street per the standards of typical streets in the right-of-way elsewhere in the city.
14. DPW will manage snow and ice control to the level of service of other City streets at the turnaround.
15. DPW will maintain the raised intersection at West Rogers Street and South 24th Street per the standards of typical raised intersections in the right-of-way elsewhere in the city.
16. DPW will maintain the three street trees along West Rogers Street at the intersection of South 24th Street.
17. DPW will maintain the stop sign and do not enter sign at the turnaround.

Miscellaneous Provisions

18. This Agreement shall begin on the date it was executed by all the Parties and shall remain in effect until terminated. In the event one Party desires to terminate this Agreement, that Party shall notify the other of its desire to do so in writing pursuant to the notice provision of this Agreement. The Agreement shall then terminate 60 days after such notice or upon such other date mutually agreed by the Parties.
20. The City and MPS intend to form no joint venture or partnership under this Agreement and are each solely liable for the acts undertaken by their officers and employees acting within the scope of their employment under this Agreement.
21. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties, and covenants between the parties concerning the subject matter hereof. Any amendments, changes, or modifications to this Agreement shall be in writing and signed by the Parties.

22. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.

23. Any notices required or permitted to be given hereunder shall be given in writing and delivered: (a) in person, (b) by US mail, or (c) by certified mail, postage prepaid, return receipt requested, and in the case of any notice required by Section 11, only by the method specified in (c), addressed as follows:

To the City:

City of Milwaukee
Commissioner of Public Works
841 North Broadway, Room 501
Milwaukee, WI 53202

To MPS:

Milwaukee Public Schools
Department of Facilities & Maintenance Services
1124 N. 11th Street
Milwaukee, WI 53233

24. The Agreement may be executed in counterparts, each of which shall be deemed an original. Each counterpart shall together constitute one and the same instrument.

Signatures on Next Page

CITY OF MILWAUKEE

Commissioner of Public Works

Date

Approved as to Content

Date

Approved as to Execution

Date

MILWAUKEE PUBLIC SCHOOLS

Date

Approved as to Content

Date

Approved as to Execution

Date