



STATE/MUNICIPAL MAINTENANCE AGREEMENT

Date: August 1, 2017

Road Name: West Waukesha Bypass

Limits: Les Paul Parkway (STH 59) to IH 94

County: Waukesha

The signatory City of Waukesha, 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 86.25 (2) of the Statutes.

This request is subject to the terms and conditions that follow (pages 2 – 39 and attached Appendixes A, B, C, D and E) and 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** shall constitute agreement between the **Municipality** and the **State**. 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 Waukesha (Please sign in blue ink)

Name

Title

Signature

Date

Signed for and in behalf of the State (Please sign in blue ink)

Name

Title

Signature

Date

TERMS AND CONDITIONS:

General

1) Definitions

SMFA – State/Municipal Financial Agreement, a financial agreement for cost share between the **State** and **Municipality**.

SMMA – State/Municipal Maintenance Agreement, an agreement to identify maintenance responsibilities between the **State** and **Municipality**. A State/Municipal Maintenance Agreement (SMMA) is used when there are enhancements requiring maintenance beyond what is normally provided by the **State**.

Enhancement – item not required for construction and operation of a state highway to include but not limited to: sidewalk, multi-use paths, lighting (excluding lighting for freeways, traffic signals, J-turns or round-about intersections), decorative or colored lighting poles and fixtures, landscaping, grass turf, colored concrete, and street furniture.

Maintenance Activities – day to day upkeep to maintain the enhancement to the original condition – includes but not limited to:

- (1) Lighting – operation, energy, relamping, knockdowns;
- (2) Sidewalk/multi-use paths – snow removal, sweeping, surface repair;
- (3) Storm sewer – annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes. Repair and replacement of pipe;
- (4) Landscaping – removal and replacement of dead plant material, pruning, watering;
- (5) Grass – mowing, repair tire ruts in turf, weed control, litter removal;
- (6) Graffiti removal;
- (7) Repair enhancement;
- (8) Removal of the enhancement when damaged beyond repair or at the end of its life;
- (9) Replacement of enhancement;
- (10) Respond to complaints related to the enhancement;

State Permit – a revocable document where the **State** gives authority for a **Municipality** or its agent to work in state highway right of way for the purpose of constructing or maintaining an enhancement.

- 2) Connecting Highways are not included in this Maintenance Agreement, as the **Municipality** is responsible for all maintenance activities and permitting authority on a Connecting Highway in their jurisdiction.
- 3) An SMFA, SMMA and State Permit are each separate documents that could be applicable to this project. The **State** will not approve the financial document (SMFA) without the **Municipality** signatures on required state/municipal maintenance agreement (SMMA) and/or state permit(s)

As design of the state roadway improvement project progresses, this maintenance agreement may be amended to include specific features requested by the **Municipality**.

- 4) This document is a supplement to the State/Municipal Financial Agreement (SMFA) and a State Permit. If there is discrepancy between documents, the governing order is as follows:
 - i) State Permit
 - ii) State/Municipal Maintenance Agreement (SMMA)
 - iii) State/Municipal Financial Agreement (SMFA)
- 5) If there is an omission for the maintenance of work that the **Municipality** requested or installed by the **Municipality**, this State/ Municipal Maintenance Agreement shall be revised to include this omission.
- 6) When the **State** is responsible for mowing operations, the **State** shall determine the grass mowing schedule and location needed for safety.
- 7) The **State** reserves the right to perform maintenance activities that may disturb or interfere with enhancements under the maintenance responsibility of the **Municipality**. The **State** shall restore the area with usual and customary materials. The **State** shall, within reasonable effort, contact the **Municipality** prior to disturbing any of the enhancements to allow the **Municipality** to salvage any materials and to complete restoration. Any restoration/ replacement of the enhancement to the original condition shall be completed by the **Municipality** at their own cost.
- 8) Enhancements funded by the **State** shall be maintained by the **Municipality** for at least 10 years. The **Municipality** shall refund costs the **State** incurred installing the enhancement removed prior to 10 years.
- 9) Special signing and pavement marking shall be approved by the **State's** Signing Section. A separate maintenance agreement shall be required and shall not be a part of this agreement.

State Responsibilities

- 1) **Maintenance of through travel way and turn lanes of the state highway.** At side road intersections, the maintenance limits is defined by the continuation of the mainline shoulder through the intersection for a rural typical section and continuation of the mainline face of curb for an urban typical section.
- 2) **Permitting authority**, except for connecting highways or exceptions made in this document.
- 3) **Signing and Pavement Marking**
The **State** shall be responsible for all signing and pavement markings for the Waukesha Bypass from Les Paul Parkway (STH 59) to IH 94. This includes all lane transitions on the side streets for traffic signals.
- 4) **Sidewalk**
When the **State** has an improvement project, curb ramps will be brought up to current standards.
- 5) **Storm Water**
The **State** shall be responsible for maintenance of all ditches, shoulders and storm water basins located along the state highway limits. Excluded are storm water basins for the Municipality storm water as identified in Appendix E.

State Special Provisions

1) Retaining Walls and Safety Fence between Rolling Ridge Drive and Silvernail Road, 1997 Maintenance Agreement

When the CTH G/I94 interchange (Project ID 1065-10-70) was constructed an agreement between the City of Waukesha and the Wisconsin Department of Transportation was created for the maintenance and responsibility of the retaining walls and safety fence on the east and west side of the roadway (between Rolling Ridge Drive and Silvernail Road). After construction of the interchange the wall as part of the road jurisdiction was deemed to be under the jurisdiction of the **Municipality**. As part of this agreement the previous agreement shall become null and void. 1997 Agreement provided in Appendix A

2) Traffic Signals

The **State** shall be responsible for all traffic signals along the Waukesha Bypass within the City's Jurisdiction/Limits including all traffic loops on the side streets. Maintenance of the traffic loops shall include maintenance of the pavement surrounding the loop. Signals within the City's Jurisdiction/Limits include, but are not limited to:

- Madison Street and Waukesha Bypass (USH 18);
- Summit Avenue and Waukesha Bypass (USH 18);
- Northview Road and Waukesha Bypass (USH 318);
- Rolling Ridge Drive and Waukesha Bypass (USH 318);
- Silvernail Road and Waukesha Bypass (USH 318).

3) Lighting

The **State** shall be responsible for all energy, operation, repair and replacement of traffic signals and associated street lighting required for freeways and signalized intersections (see above list).

4) Storm Sewer and Drainage Systems

The **State** shall be responsible for all storm sewer items except for those specifically identified in the Special Provisions of this document and further defined in Appendix E.

Storm sewer items shall include the pipe, leads and storm sewer structures – annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, risers, covers and frames; repair top slabs along with bottom and walls of basins and manholes. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes.

Municipality Responsibilities

- 1) When a **Municipality** constructs new improvements on the state highway right of way, a state permit issued to the **Municipality** is required.

Municipal Special Provisions

1) Lighting

The **Municipality** shall be responsible for energy, operation, repair and replacement of street light system from Madison Street to Rolling Ridge Drive (excluding signalized intersections) as shown on the attached Street Light Systems plan sheets in Appendix B.

- a) The street light system has been designed to be expanded as the **Municipality's**

needs require. Additional light poles may be added to the **Municipality's** system without any permit.

b) The **Municipality** or its agent shall be permitted to work in the state highway right of way for construction or maintaining the **Municipality's** street light system without any permit from the **State**.

c) The **Municipality** or its agent will be responsible for identifying and marking the street light system when Digger's Hotline is notified.

2) Pedestrian Blinker Beacon

The **Municipality** shall be responsible for the energy, operation, repair and replacement of the Blinker Beacon Assembly between Woodridge Lane and Rolling Ridge Drive as shown on the attached Permanent Signing plan sheet in Appendix C. The **Municipality** or its agent shall be permitted to work in the State highway right of way for construction or maintaining the **Municipality's** Pedestrian Blinker Beacon without any permit from the **State**.

3) Signing and pavement marking

The **Municipality** shall be responsible for non-signalized crosswalk markings. A **State** permit is required if signing or pavement marking is by **Municipality** request.

4) Sidewalk

The **Municipality** shall support the installation of sidewalk within its jurisdiction/limits.

The attached plan sheets in Appendix D indicate 2016 Jurisdiction/Limit Boundaries.

Maintenance of sidewalk within the **Municipality's** jurisdiction/limit shall be the responsibility of the adjacent property owner per Wisconsin State Statutes 66.0907. Maintenance is understood to be snow removal, sweeping, and replacement in accordance with the standard Sidewalk Repair Policy of the **Municipality**.

5) Shared-Use Path

The **Municipality** shall support the installation of shared-use path within its jurisdiction/limits. Maintenance of the shared use path is covered under a separate agreement with Waukesha County.

6) Storm Sewer

The **Municipality's** responsibilities for storm water systems and basins for storm water management and flood control, are as shown on the storm sewer plan sheets in Appendix E, including storm water basins.

Storm sewer mainline shall include the pipe, leads and storm sewer structures – annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, risers, covers and frames; repair top slabs along with bottom and walls of basins and manholes. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes.

Appendix A

PREVIOUS 1997 AGREEMENT TO BE VOID

AGREEMENT

between

THE DEPARTMENT OF TRANSPORTATION

and

THE CITY OF WAUKESHA

This agreement, made and entered into by and between the Wisconsin Department of Transportation, hereinafter called the State, and the City of Waukesha, hereinafter called the City, provides for the reconstruction of Meadowbrook Road from Woodridge Lane to relocated Silvernail Road. This project is necessitated by the change in elevation of the new CTH G/I94 interchange and is intended to create a smooth touchdown transition to the existing 2 lane road. In addition to the normal reconstruction items of grading, base, and pavement this project will include retaining walls, provision (conduit etc) for future traffic signals and a bike path. Work to be done under project I.D. 1065-10-70.

DESCRIPTION OF FACILITIES

This agreement covers a piece of urban street in the City of Waukesha approximately 1600 feet/488m long. This unusually long segment which serves as a touchdown transition will be reconstructed and paid for by the State as part of the new "G" interchange. The segment is a City street and when complete will continue in City jurisdiction. This agreement is offered as a tool to sort out the various responsibilities during construction and after the construction job is complete.

RESPONSIBILITIES

I. The State will:

- 1) Be responsible for the construction of this segment of road.
- 2) Construct retaining walls as needed to include rustication treatment.
- 3) Provide a maximum 3 to 1 slope from the back side of the retaining wall on the west side to a point in the highway easement 25' beyond the right of way line.
- 4) Finish the slopes behind the retaining walls with topsoil and standard grasses.
- 5) Install a safety fence along the top of the retaining wall of a standard cyclone variety.
- 6) Construct a bike trail on the east side as part of the touchdown segment from the north side of Rolling Ridge Drive to relocated Silvernail Road.
- 7) Design and install the underground conduit system for traffic signals at the intersection of Meadowbrook Road and Rolling Ridge Drive.

II. The City will:

- 1) Continue with jurisdiction of Meadowbrook Road through the length of the newly constructed touchdown segment, within the City limits.
- 2) Investigate warrants, design the signals, pay for the signals, and be responsible for maintenance of signals at the intersection of Meadowbrook Road and Rolling Ridge Drive.
- 3) As part of the road jurisdiction, be responsible for the retaining walls and safety fence and their maintenance, within the City limits.
- 4) As part of the road jurisdiction, be responsible for bike path and its maintenance along the touchdown segment, within the City limits.

APPROVAL

This agreement is approved and enacted by:

Carol A. Opel
Authorized Signature
City of Waukesha

October 13, 1997
Date

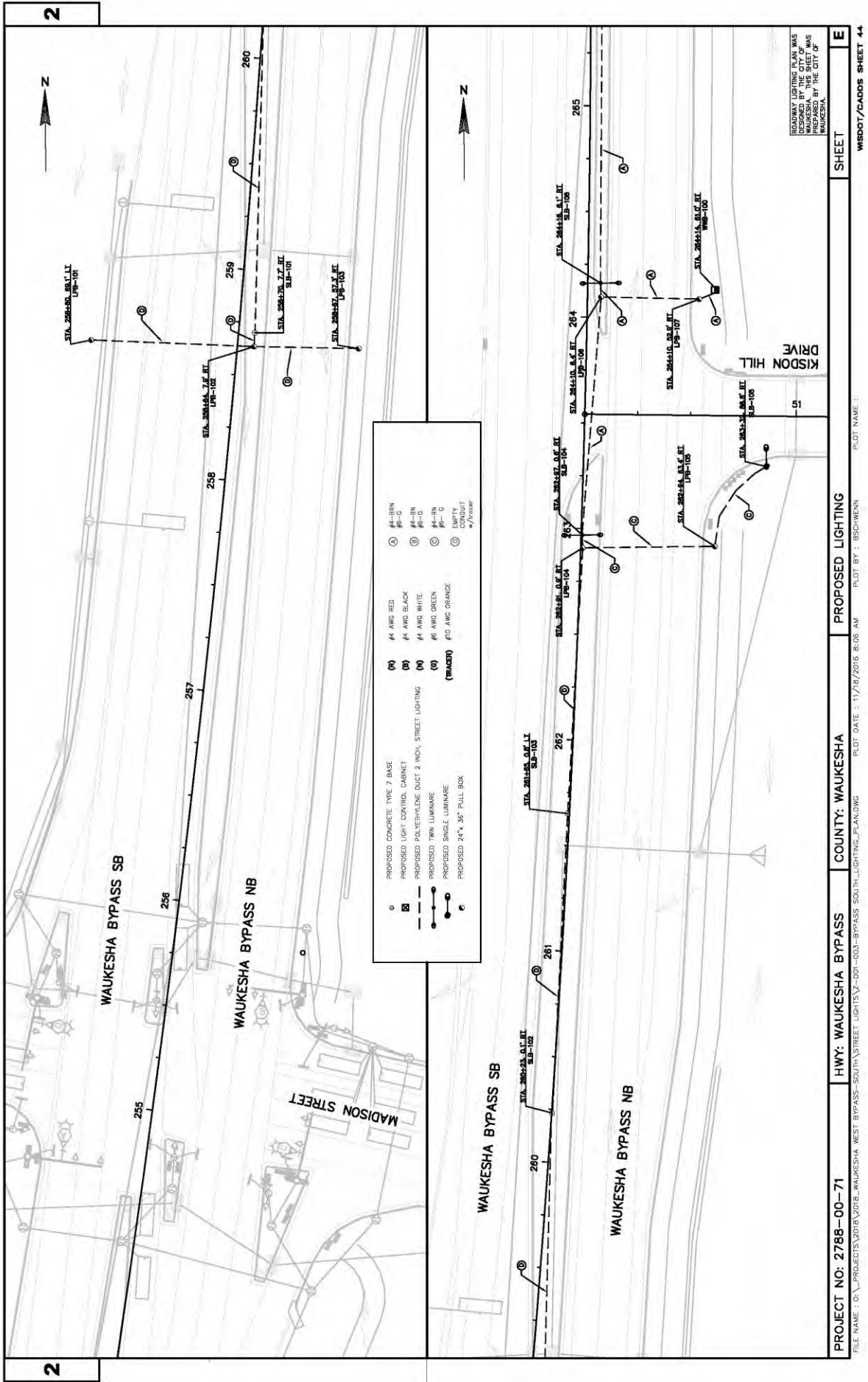
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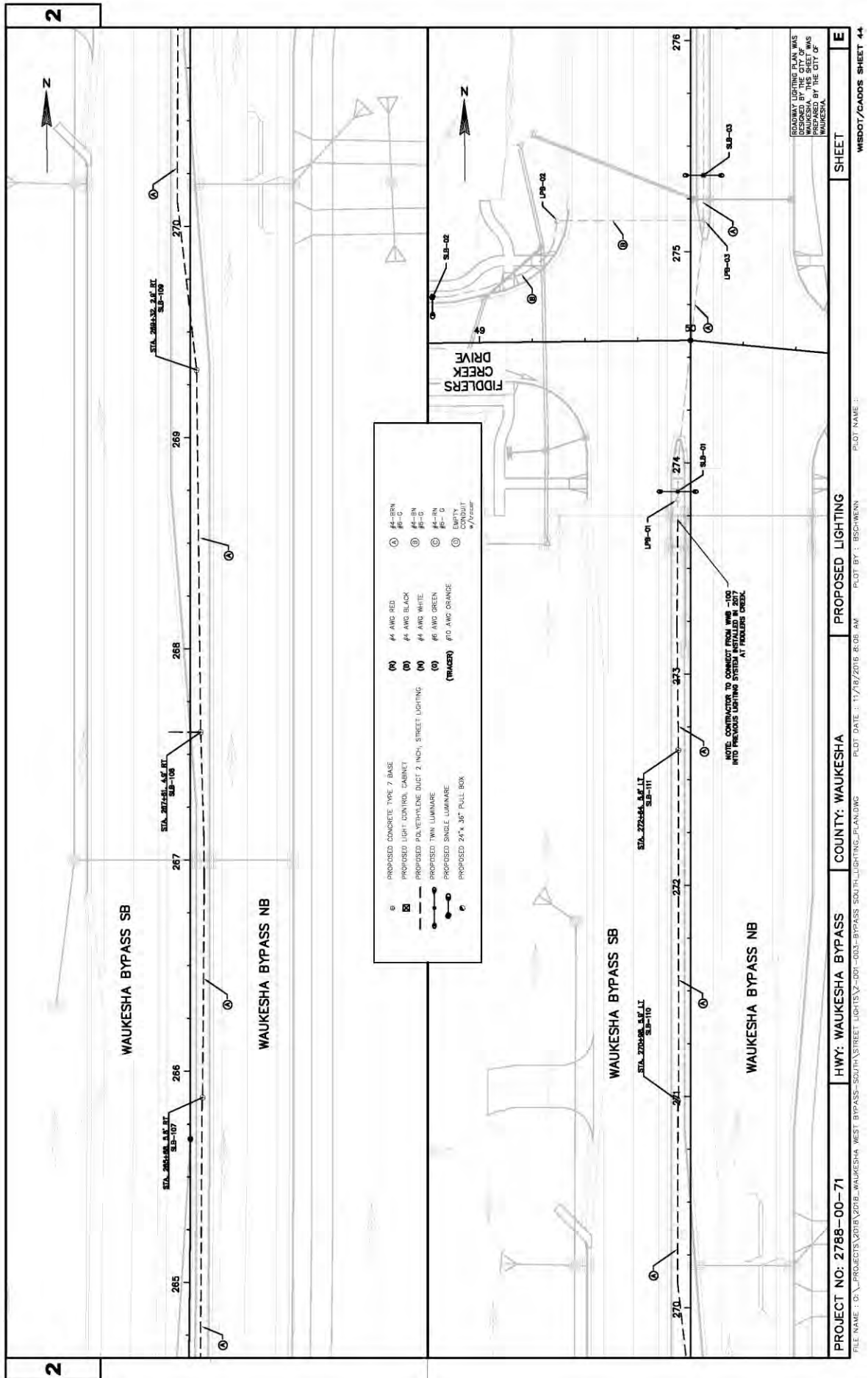
Appendix B

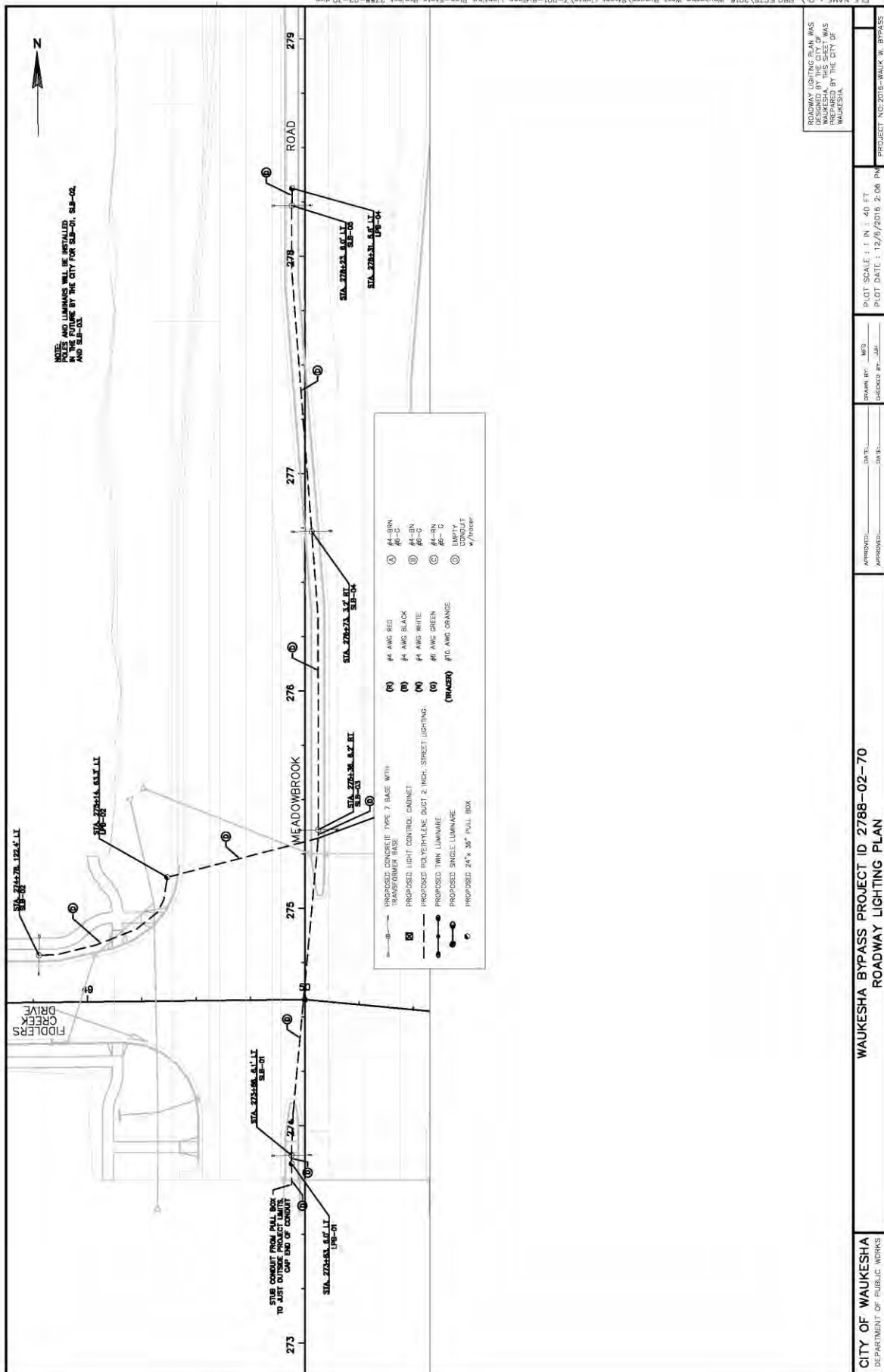
STREET LIGHT SYSTEMS

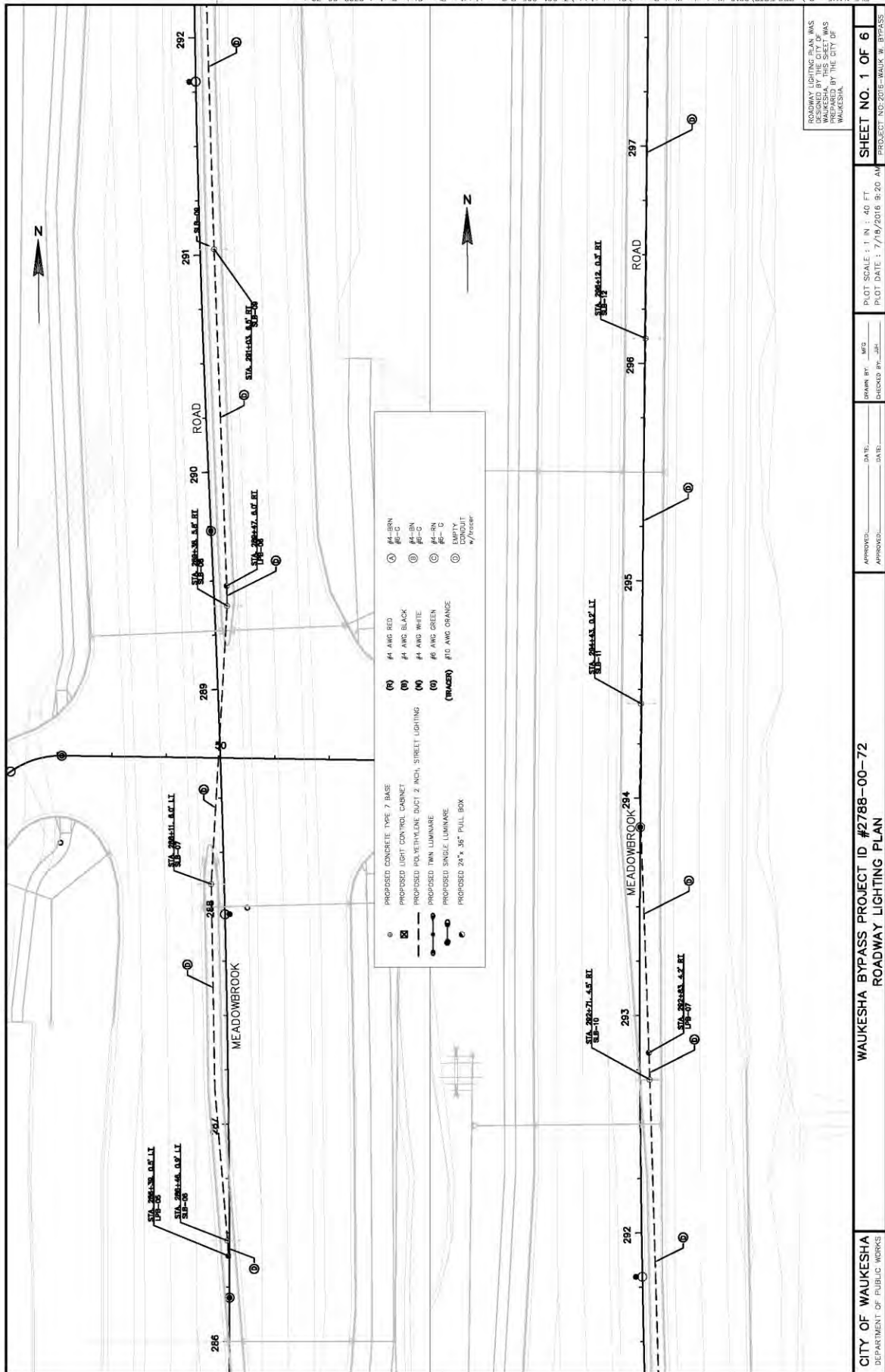
Plan Sheets

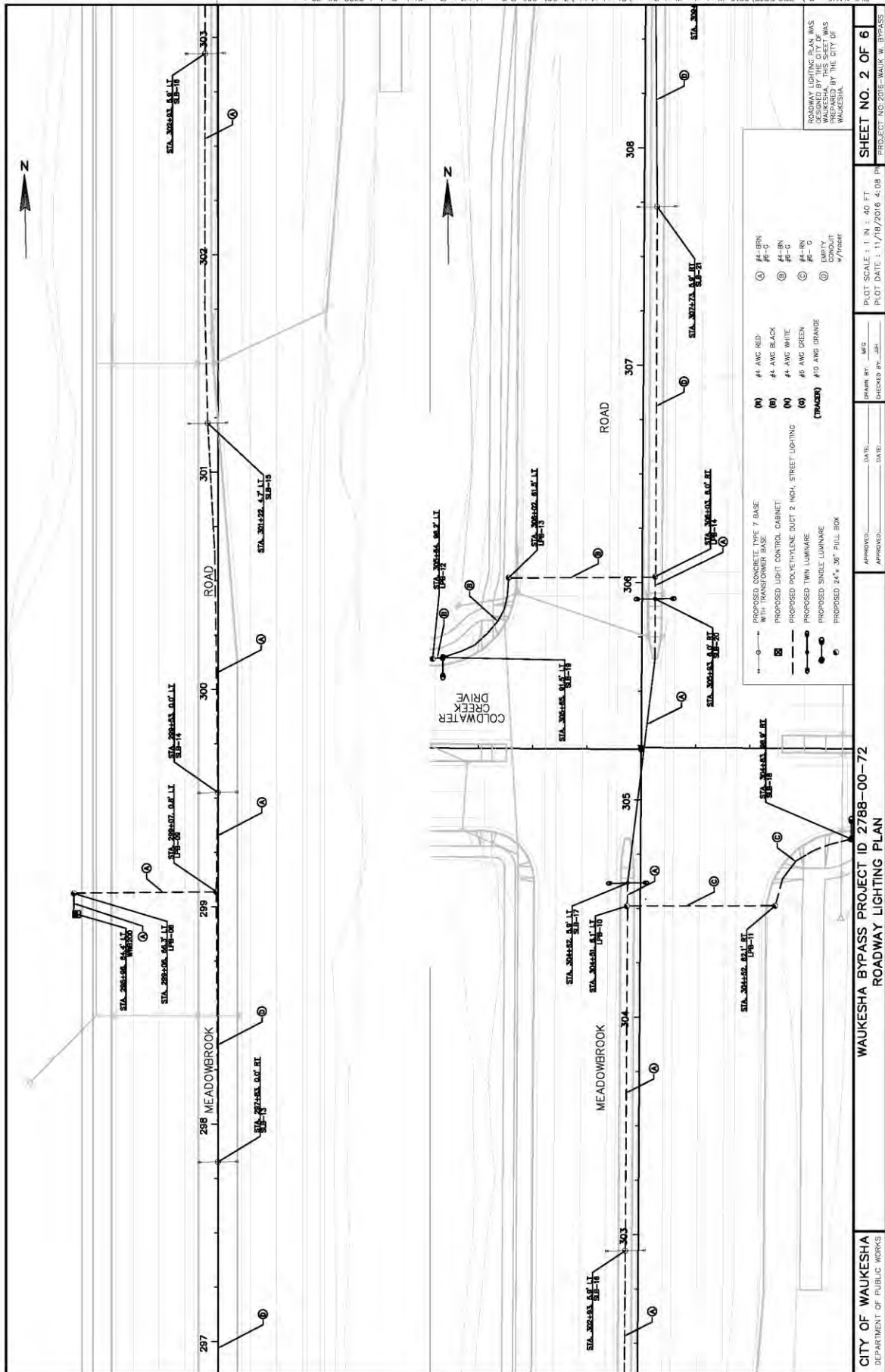
Madison Street to Rolling Ridge Drive

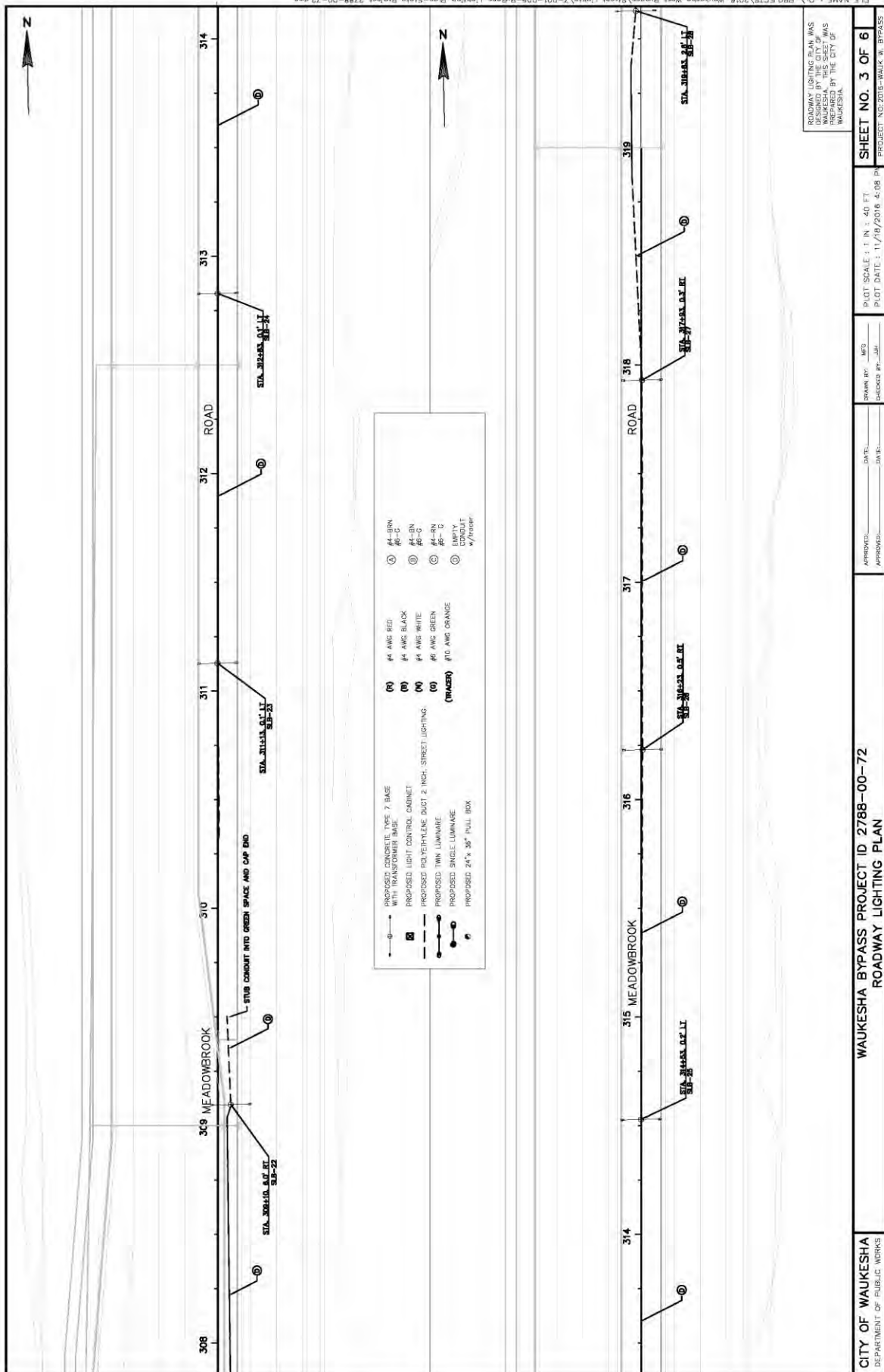


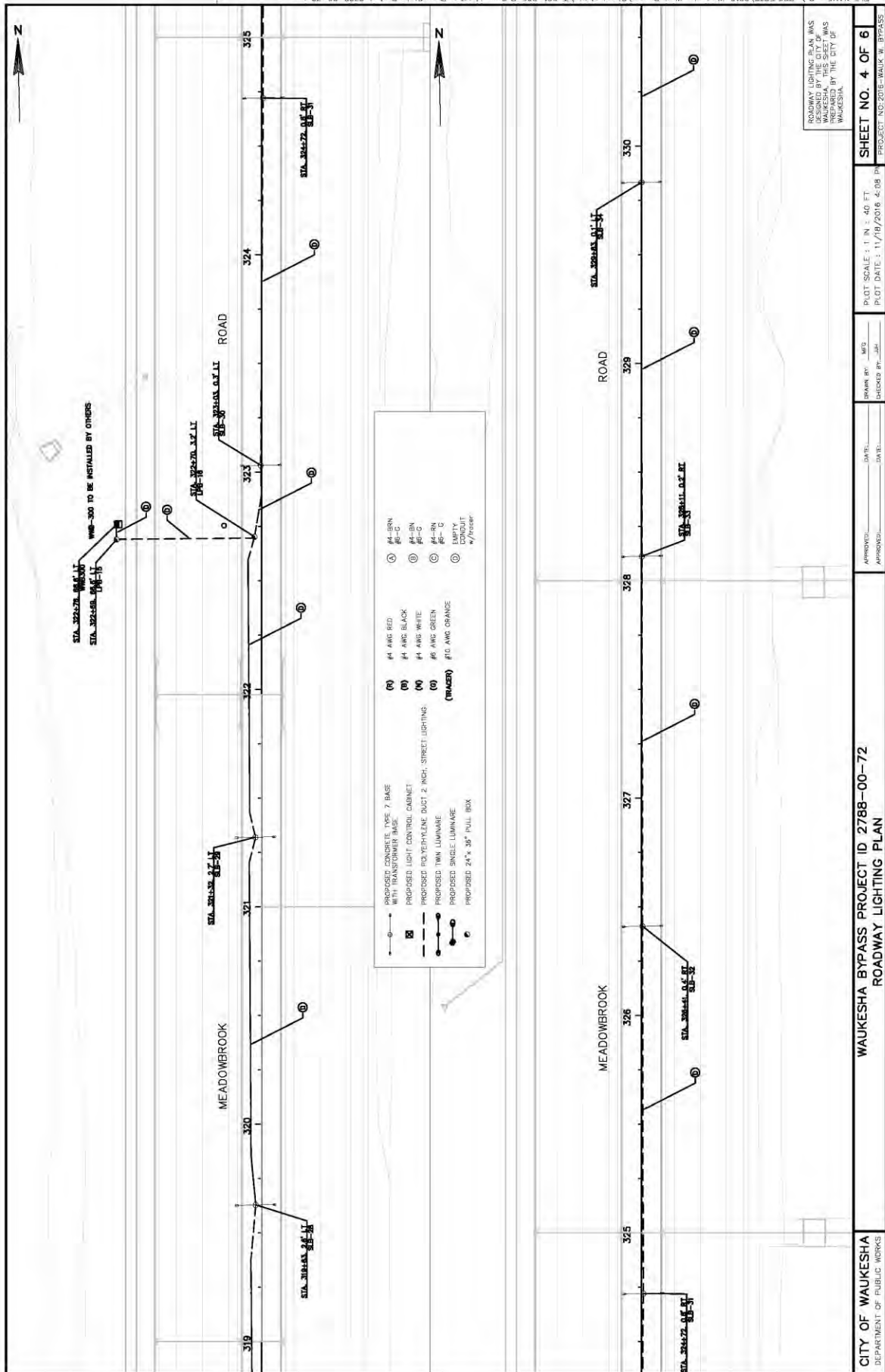


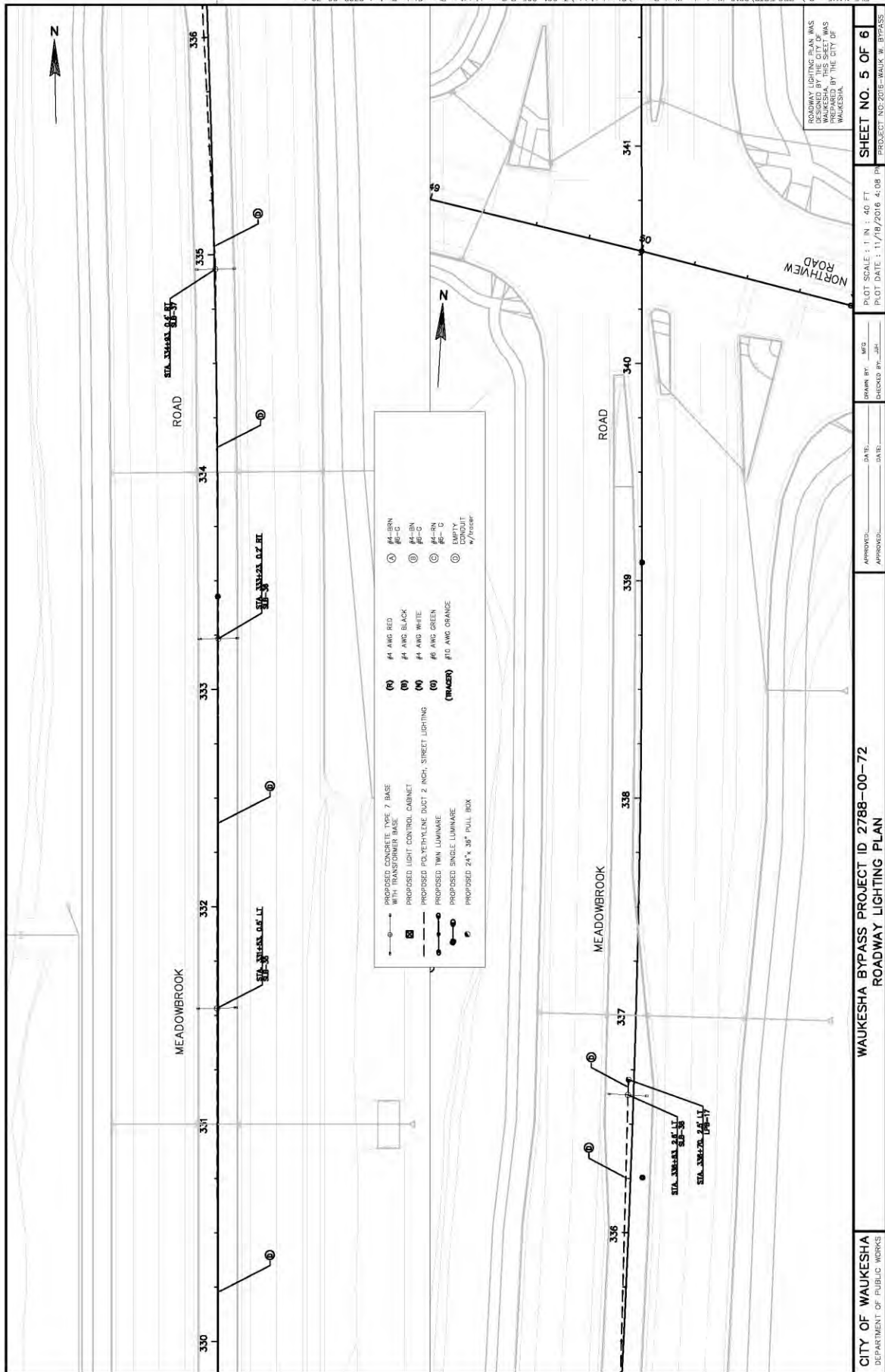


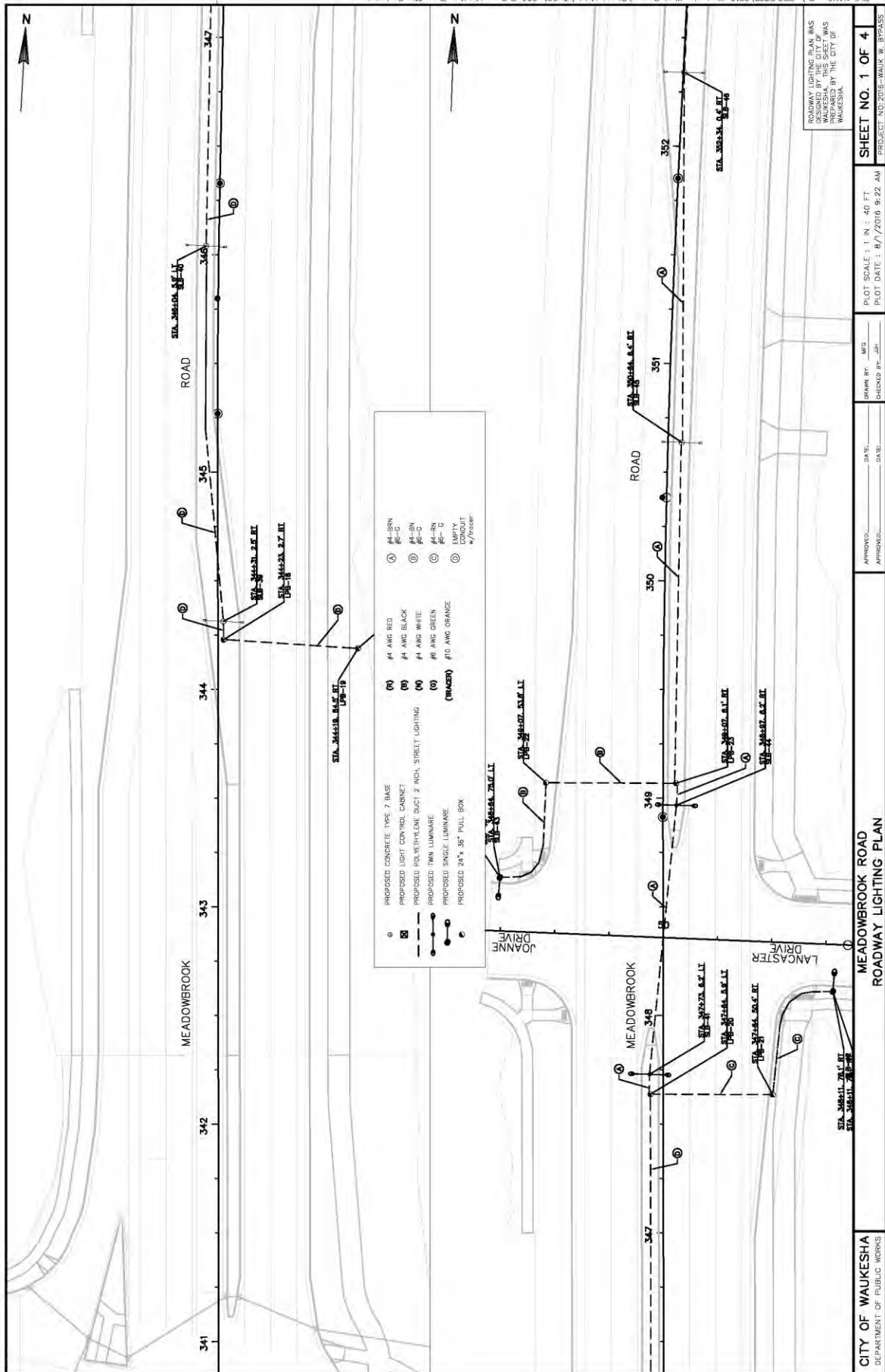


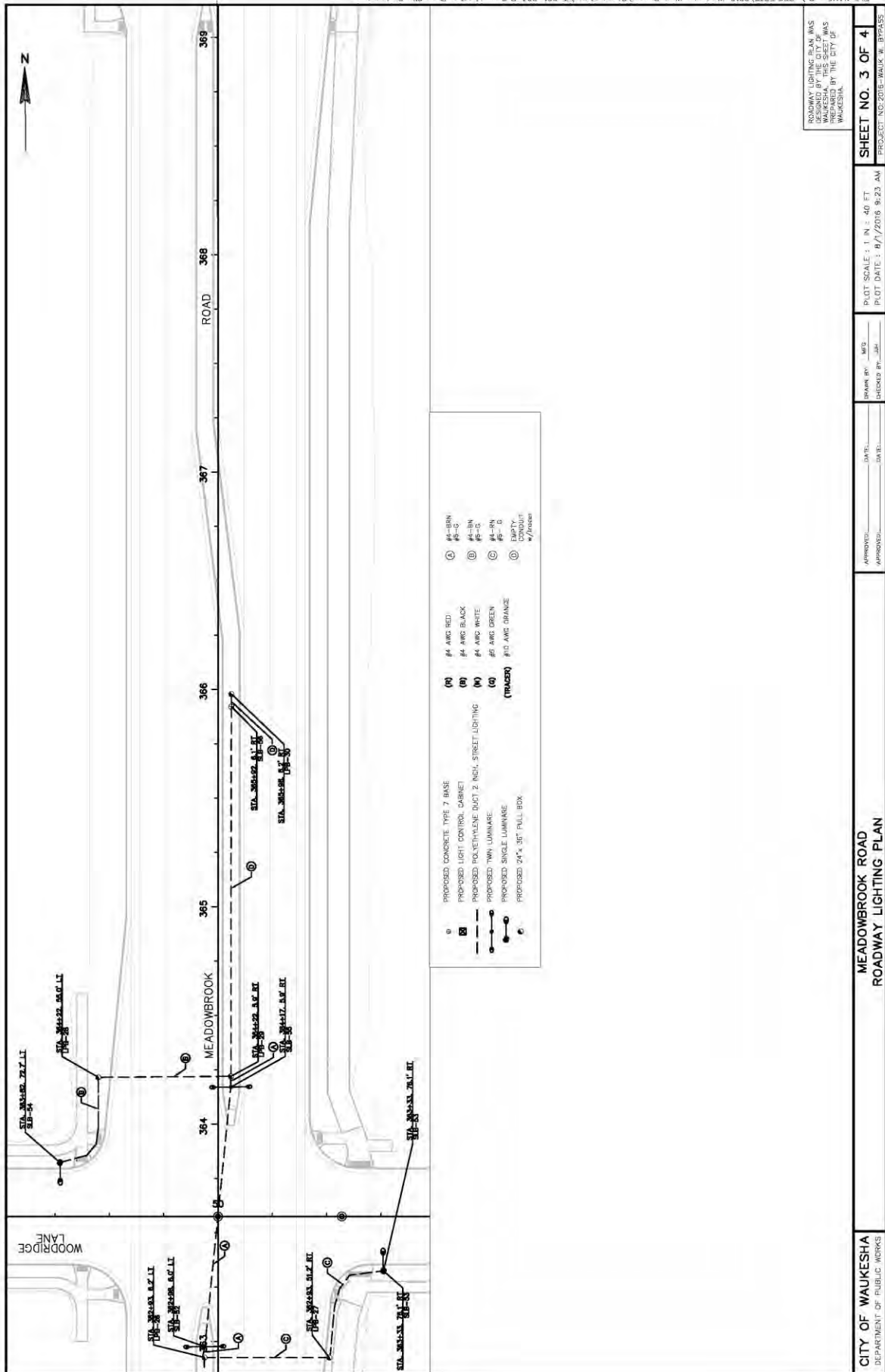








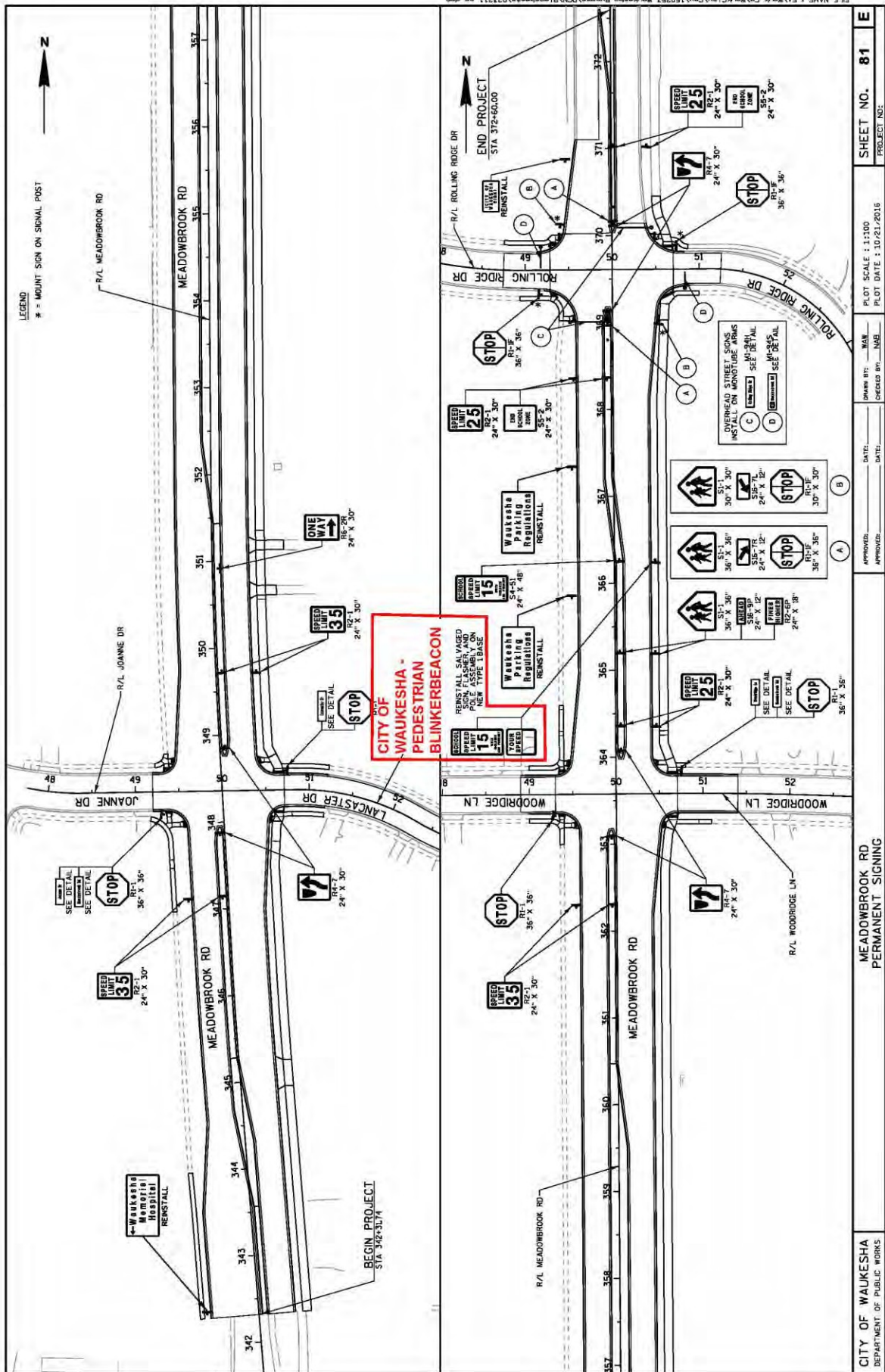




Appendix C

PEDESTRIAN BLINKERBEACON

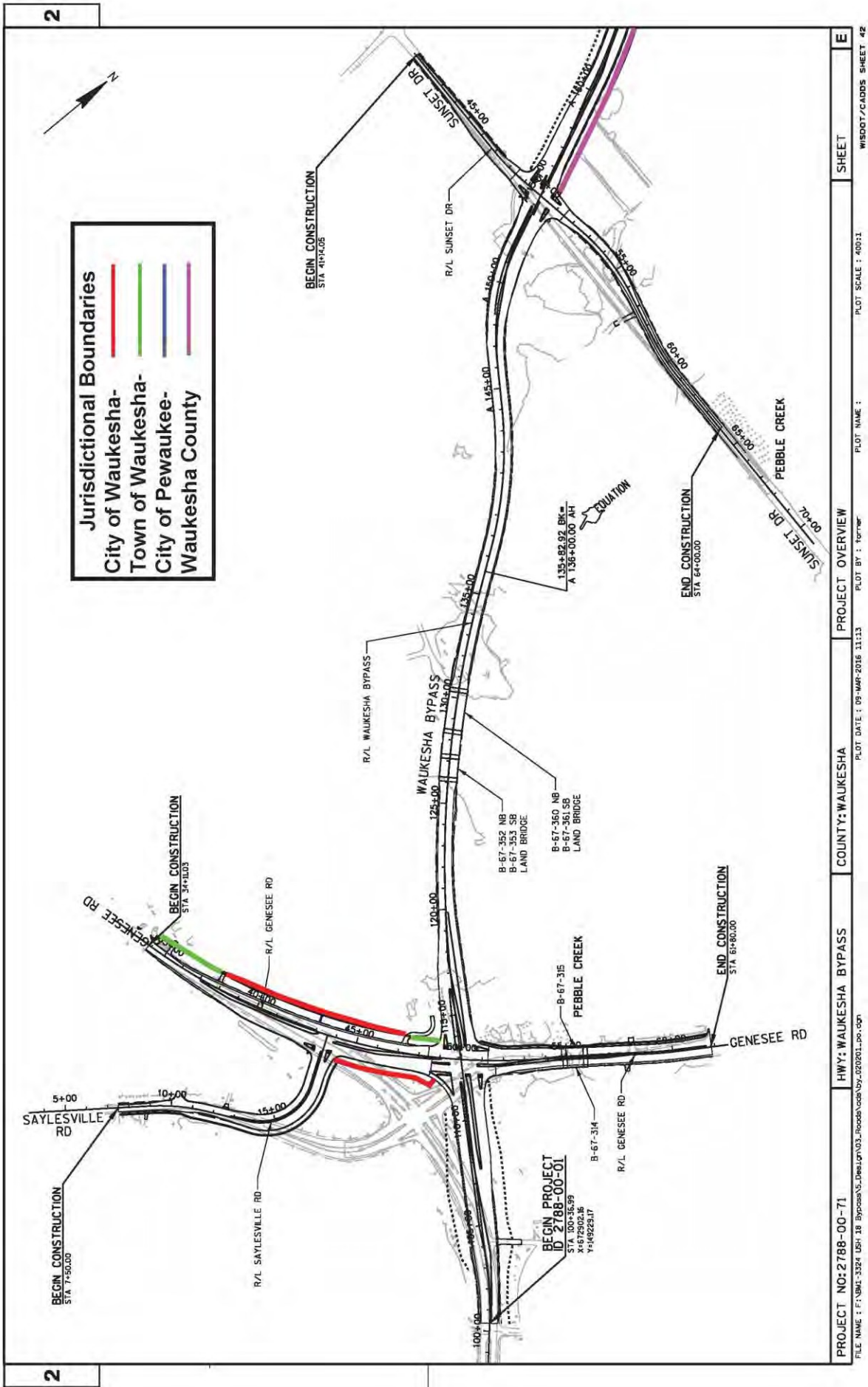
Plan Sheets

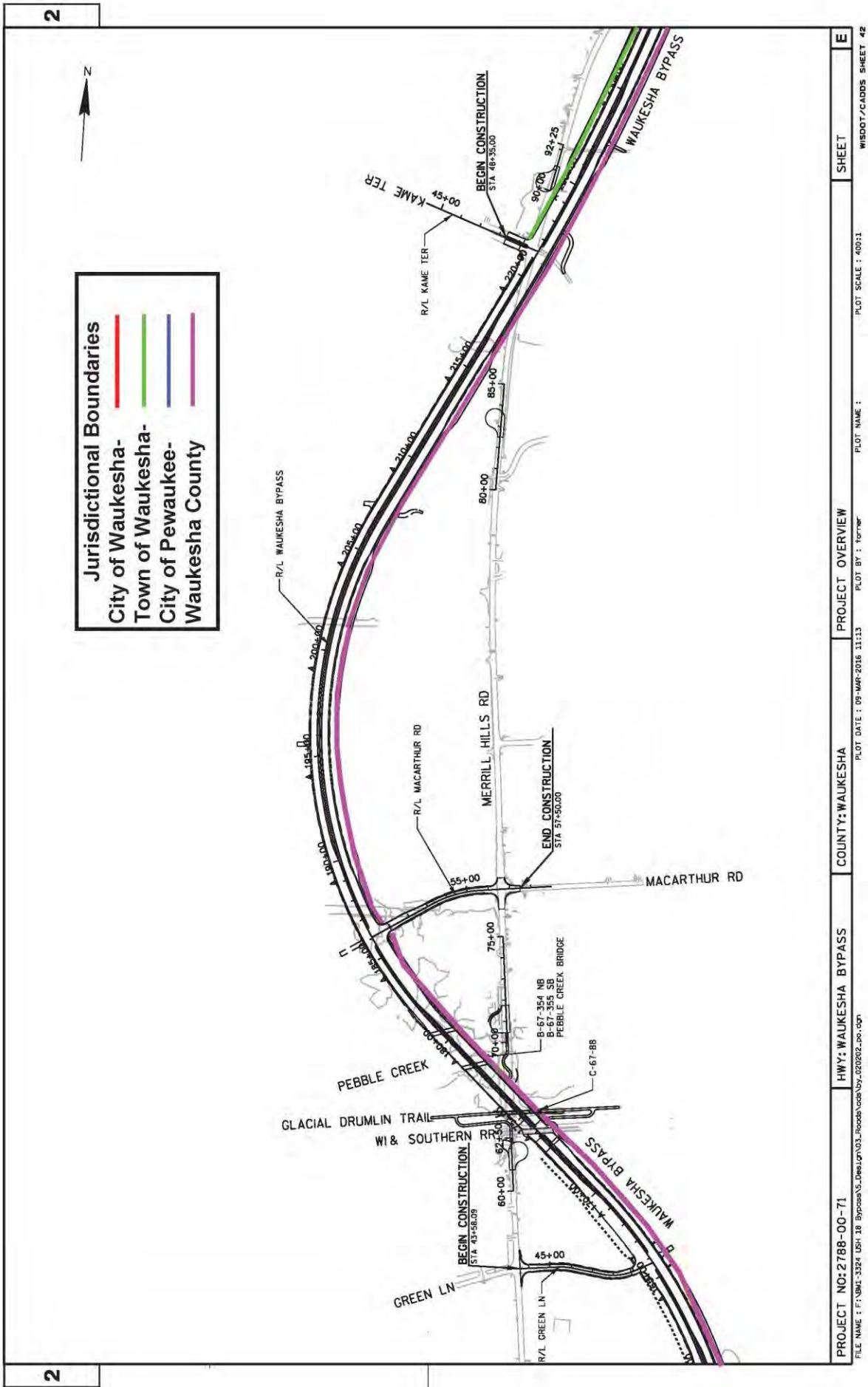


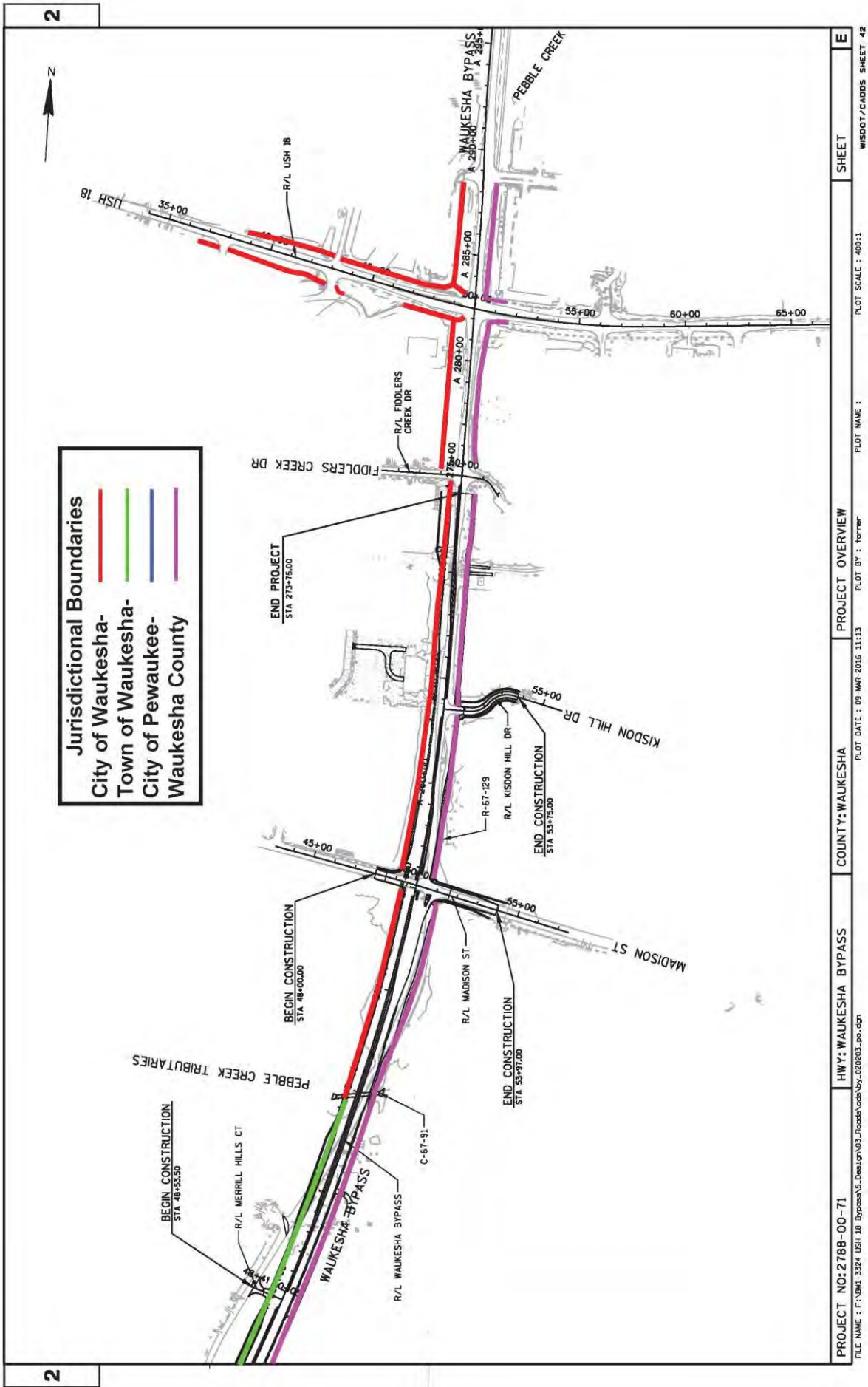
Appendix D

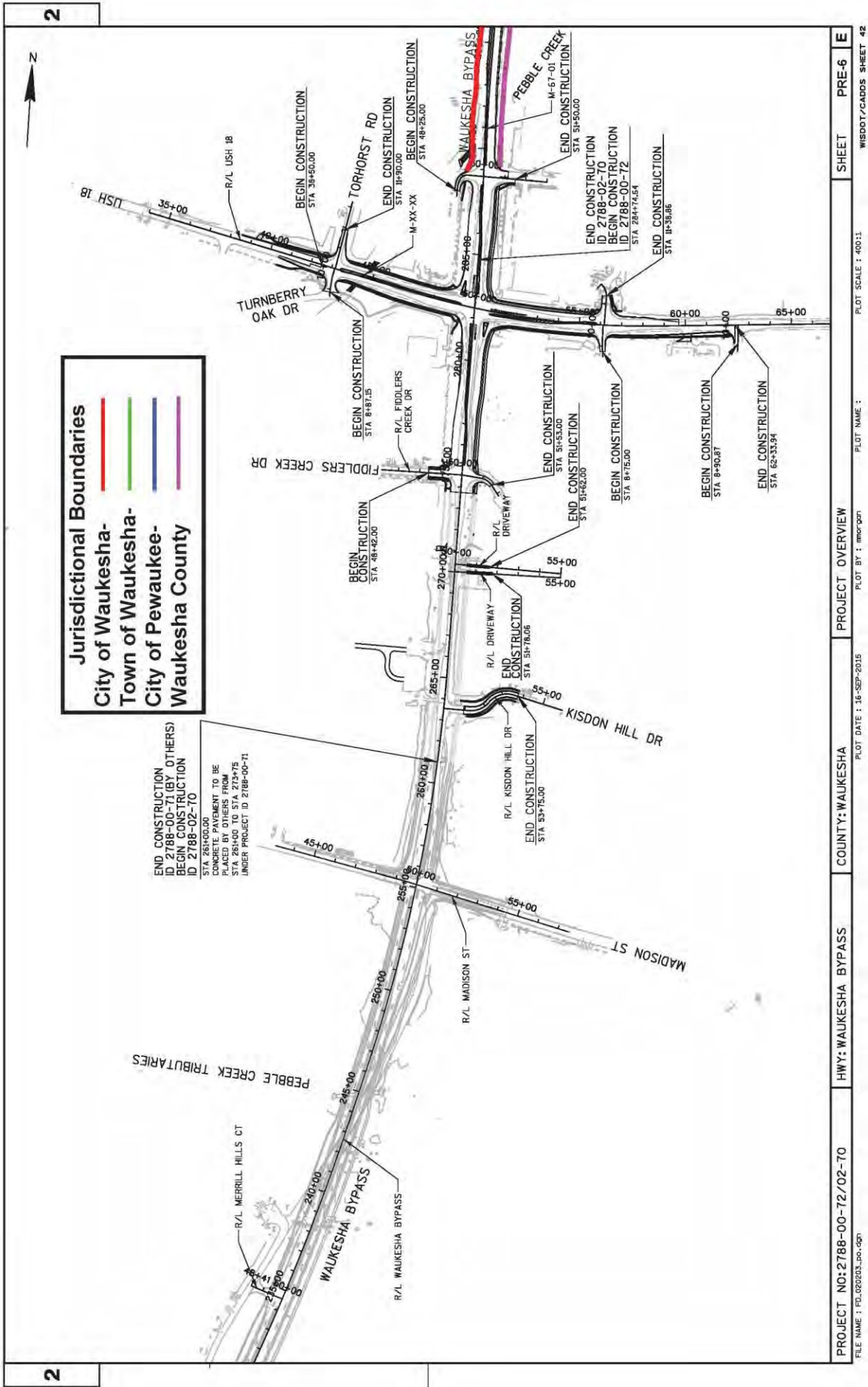
SIDEWALK
CITY JURISDICTION/LIMITS

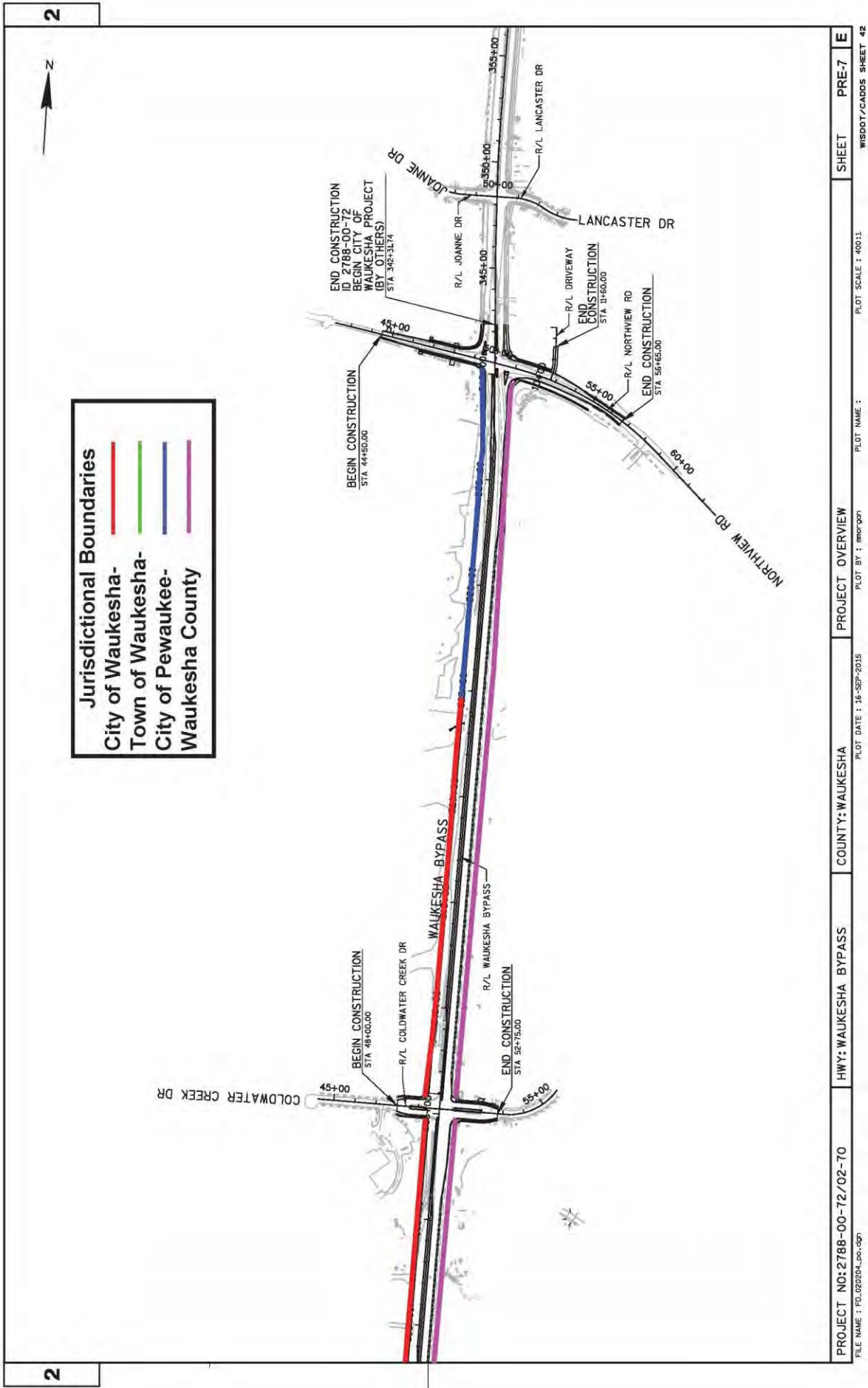
Plan Sheets

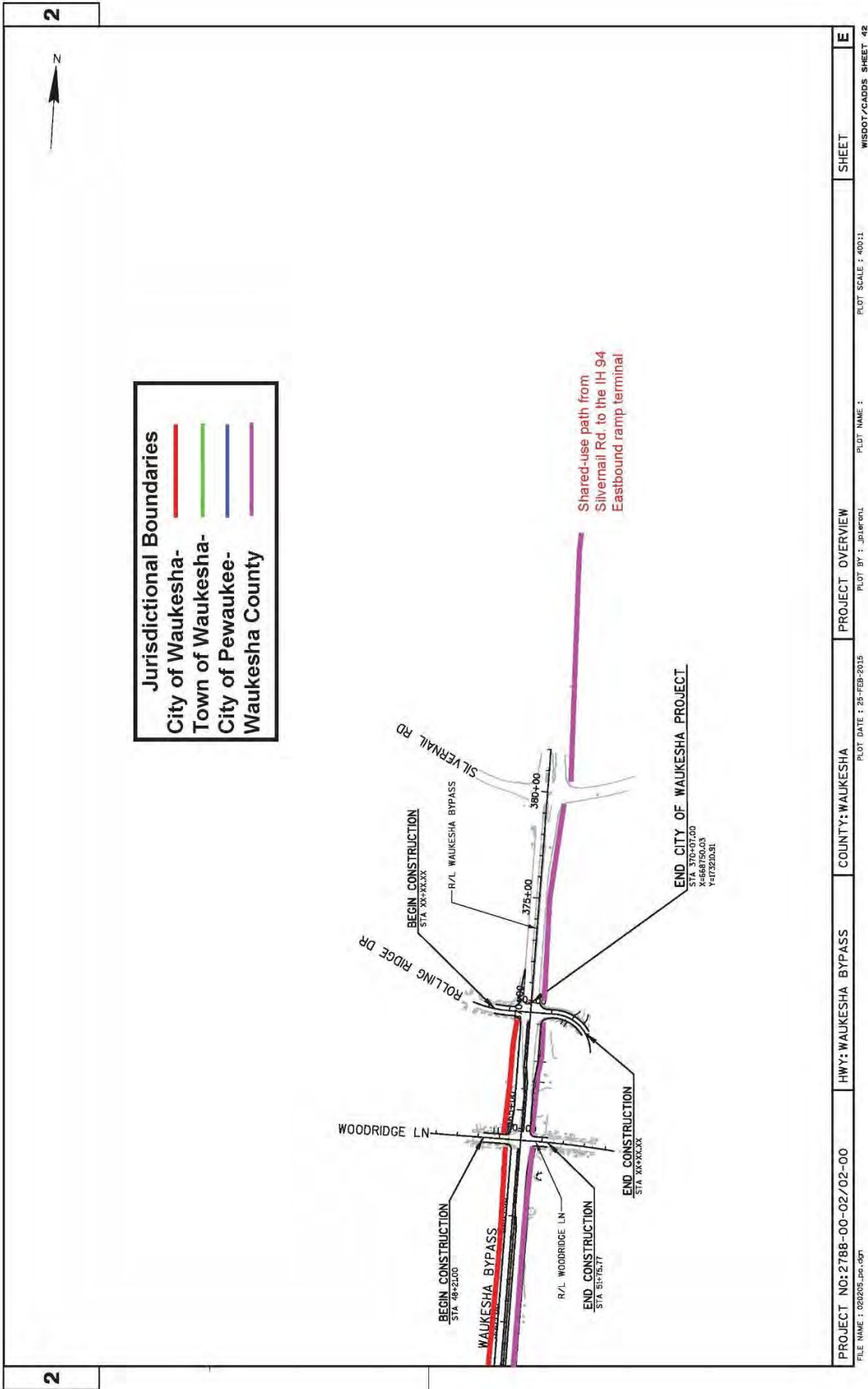








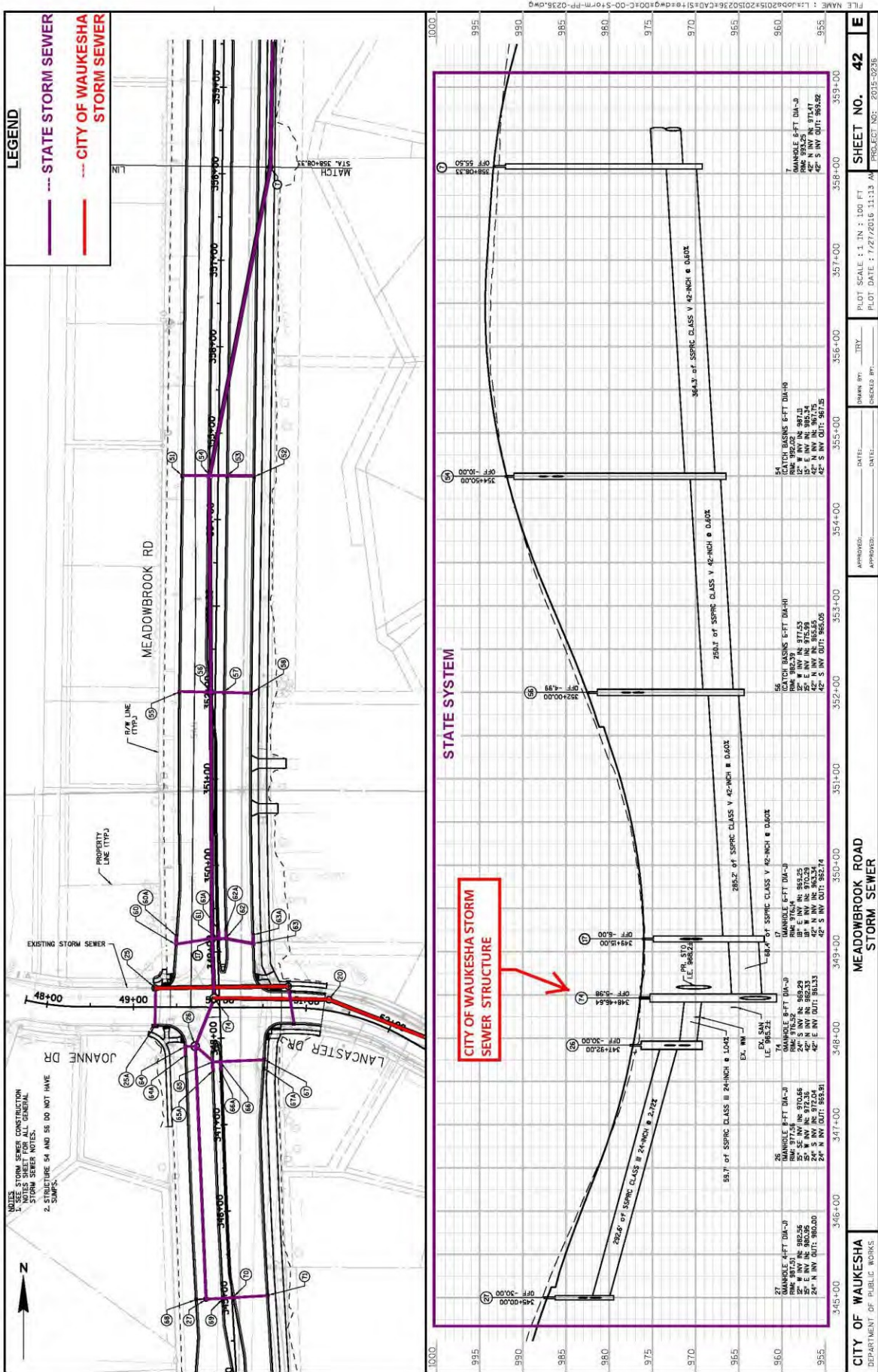


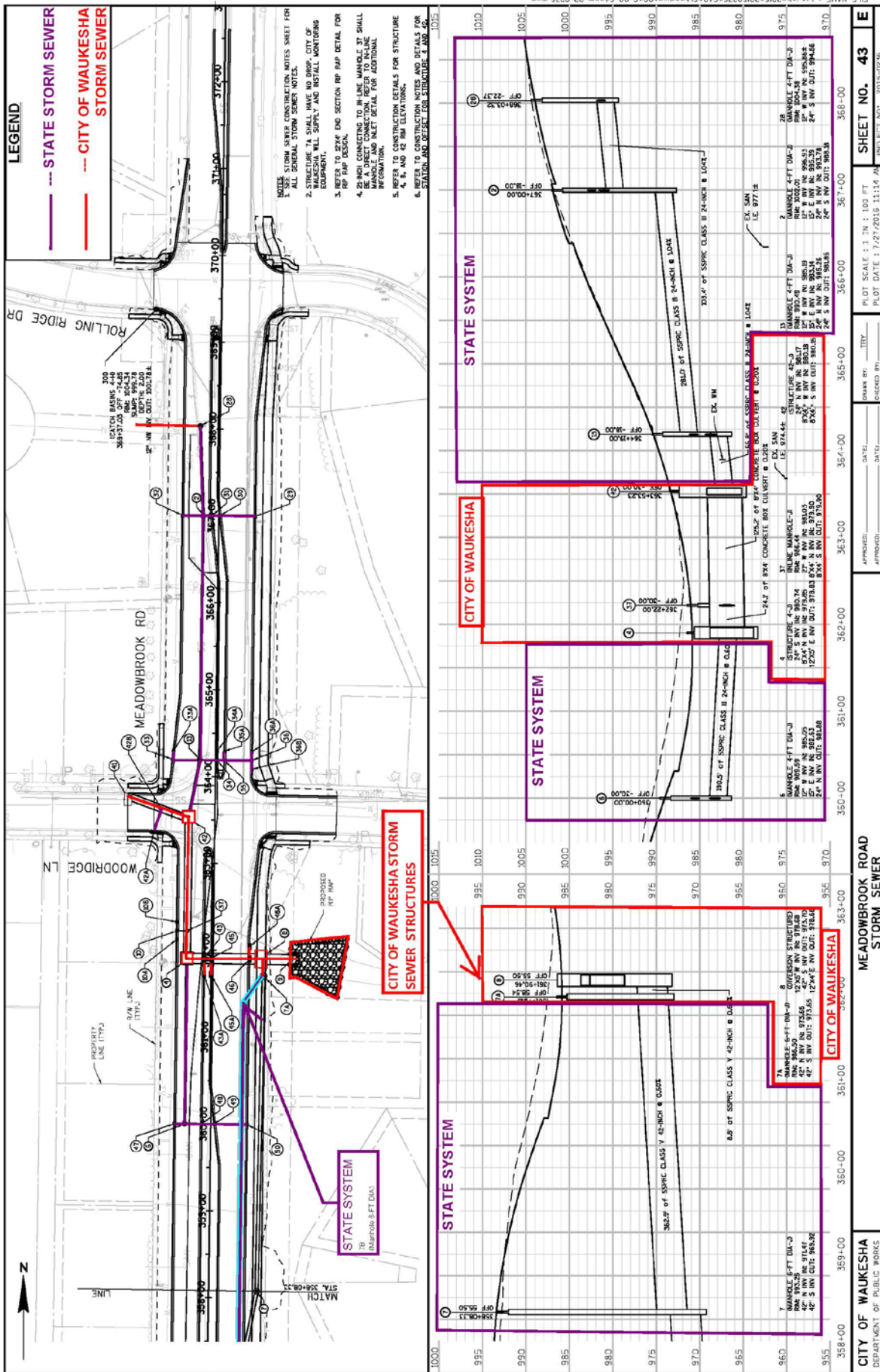


Appendix E

STORM SEWER

Plan Sheets

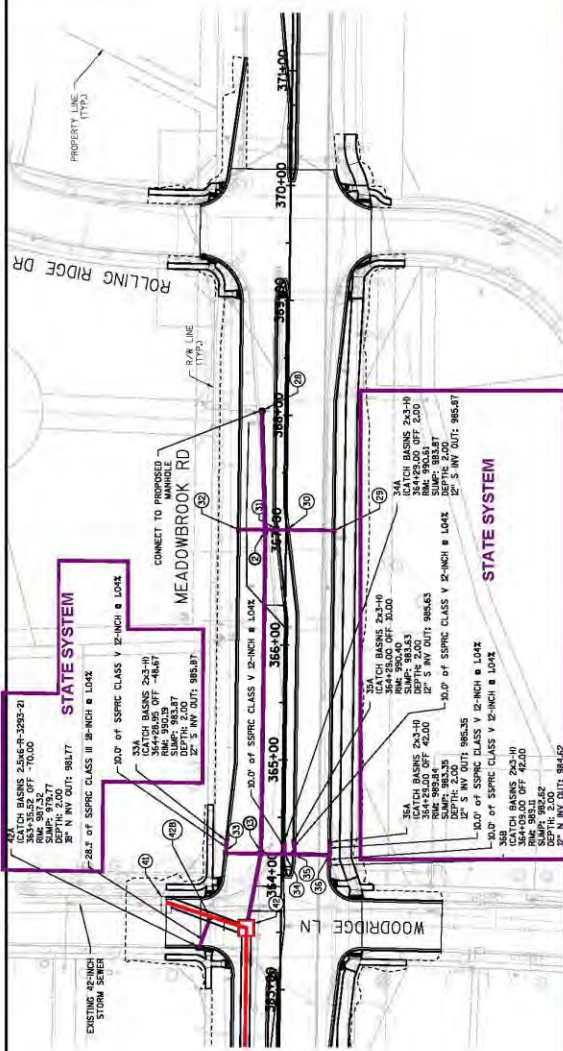




LEGEND

--- STATE STORM SEWER

--- CITY OF WAUKESHA STORM SEWER



- NOTES:
1. GENERAL STORM SEWER CONSTRUCTION NOTES SHEET FOR ALL STORM SEWERS.
 2. 18-INCH CONCRETE BOX CULVERT SHALL BE A DIRECT CONNECTION, REFER TO IN-LINE MANHOLE AND STRUCTURE 41 FOR ADDITIONAL INFORMATION.
 3. REFER TO CONSTRUCTION DETAILS FOR STRUCTURE 41 AND 42 FOR ELEVATIONS.
 4. REFER TO CONSTRUCTION NOTES AND DETAILS FOR STATION AND OFFSET FOR STRUCTURE 41 AND 42.

CITY OF WAUKESHA		MEADOWBROOK ROAD STORM SEWER LEADS		SHEET NO. 46		E	
DEPARTMENT OF PUBLIC WORKS		DATE: _____	CHECKED BY: _____	SCALE: 1" = 100 FT	PROJECT NO: 2015-0235	DATE: 1/27/2016 11:16 AM	
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