

**AGREEMENT
MAIN STREET MILWAUKEE PROGRAM**

AGREEMENT made and entered into as of the ____ day of October, 2004, by and between the City of Milwaukee, Wisconsin, acting by and through its Department of City Development, (“CITY”) and the Local Initiatives Support Corporation, a New York not-for-profit corporation, (“LISC”), acting by and through its Milwaukee program site.

WITNESSETH:

WHEREAS, CITY and LISC each provide technical and financial support to individuals and non-profit organizations involved in commercial district revitalization; and

WHEREAS, CITY and LISC staff, in cooperation with staff from the National Trust for Historic Preservation (“NTHP”), have undertaken the preparation of a Program Proposal – Main Street Milwaukee, May 2004, outlining procedures for the creation of a new Main Street Milwaukee Program (“Program”) modeled after similar programs created by NTHP; and

WHEREAS, the Program will provide an effective economic development tool for older, traditional neighborhood commercial districts in Milwaukee; and

WHEREAS, Common Council Ordinance File No. _____ provides for the creation of the Main Street Milwaukee Partners Board (“Board”) which will designate districts for participation in the Program (“Program Areas”), monitor the performance of the Program and Program Areas, provide guidance and oversight to CITY and LISC staff in the administration of the Program, and coordinate the provision of financial support to the program.

WHEREAS, CITY and LISC enter into this Agreement in order to set forth their respective responsibilities for administration, staffing, and funding of the Program; and

WHEREAS, CITY and LISC anticipate that each will provide annual funding of not less than \$350,000 for implementation of the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the parties agree as follows:

I.

PROGRAM DESCRIPTION

The Main Street Milwaukee Program is a joint effort undertaken by CITY and LISC to secure funding and provide technical and financial support to Program Areas to promote commercial revitalization in neighborhood commercial districts in Milwaukee. The Program is modeled after the Main Street Four-Point Approach® created by NTHP. Under the oversight of the Board, CITY and LISC will each secure financing and independently provide financial support in the form of grants and loans for Program Areas and individual businesses and property owners within those areas. CITY will coordinate grant and loan funding using various existing CITY programs including CDBG funding, Development Fund funding, and City's Façade Grant Program. LISC will identify private and public sources of grant funding and will independently provide assistance in the form of grants, loans, and services to Program Areas and individual businesses located within those areas. It is anticipated that during the initial year of the Program four Program Areas will be designated and that the Program will be expanded annually thereafter through the designation of additional areas. Areas will be designated for an initial term of six (6) years.

II.

JOINT RESPONSIBILITIES

CITY and LISC will work in cooperation to administer the Program by undertaking the following:

- (a) Preparation of an annual Program plan for approval by the Board that will define outcomes and Program activities. Outcomes will be defined in terms of:

- (i) Dollar value of private and public investment in the physical environment of the Program Areas;
 - (ii) Net growth in the number of businesses located in the Program Areas;
 - (iii) Net growth in the jobs in the Program Areas;
 - (iv) Number of improved facades and streetscapes in Program Areas;
 - (v) Number of citizens engaged in grassroots development through participation in Program committees and projects.
- (b) Coordination and provision of technical assistance and training throughout the term of this Agreement in Program Areas. LISC and CITY will also continue to provide capacity-building training programs in other Milwaukee commercial districts in the form of Commercial Revitalization Affinity Group (“Crag”) meetings and training.
 - (c) Cooperation with the Community Development Block Grant Administration (“CDBG”) staff to secure Community Development Block Grant (“CDBG”) funding to provide operating support to Program Areas and Program administration funds to DCD for the implementation of the Program.
 - (d) Engagement with Milwaukee’s private sector and governmental officials (city, state, and federal) to secure funds needed to provide technical assistance in the form of training, workshops, planning services, marketing services, small business development assistance, consulting services, and limited grants to Program Areas. In each year of the Program, the amount of private-sector funds, exclusive of loans, are anticipated to constitute approximately a dollar for dollar match to funds anticipated to be provided by CDBG for the Program. Excess match contributed by either party can be carried over to future program years.
 - (e) Collaboration to assist groups in defining budgets and work plans and in submitting applications for Program Area designation.
 - (f) Conferencing in advance concerning appointments to the Board, in order to assure that the Board’s composition represents a diversity of interests and provides the potential for cross-sector support.
 - (g) Dissemination of information to the public in regard to the Main Street Milwaukee Program. It is expected that the parties confer in advance with respect to all media contacts and official communications.

- (h) Joint solicitation of private sector funds (e.g. corporations, foundations, banks, etc.) or other funds to fill funding gaps.

III.
CITY RESPONSIBILITIES

CITY, acting through DCD, will undertake the following:

- (a) Provide a DCD staff person to coordinate the administration of the Program and provide working space within the department for LISC staff working on the Program.
- (b) Provide funds appropriated through the City budget process for implementation of the Program including operating support for Program Areas.
- (c) Coordinate provision of assistance to Program Areas from the following programs and funding sources.
 - (i) Spot Acquisition funds (to assemble development parcels).
 - (ii) Façade Grants (to improve store facades).
 - (iii) MEDC Revolving Loan Fund (to finance façade improvements not covered by a façade grant).
 - (iv) Retail Investment Fund (grants to assist in business creation and expansion).
 - (v) MEDC loans (to finance business creation and expansion).
 - (vi) Renewal Community tax credits.
- (d) Acknowledge that for the successful implementation of the Program, it will require future City appropriations.
- (e) Agree to cooperate with LISC in securing public and private sources of funds to support the implementation of the Program.

IV.
LISC RESPONSIBILITIES

LISC will undertake the following:

- (a) Provide a full-time LISC staff person (Revitalization Specialist) to to the Main Street Milwaukee program and commercial district revitalization efforts.

- (b) Contribute approximately \$200,000 in HUD Section 4 funds to the Program in the first three years of operation.
- (c) Administer HUD Section 4 funds and all privately raised funds.
- (d) Provide loans to projects that meet underwriting criteria for predevelopment, construction and mini-permanent financing.
- (e) Consider Program related grant and recoverable grant requests from [CDCs] serving individual Project Areas.
- (f) Commit funds for Program start-up costs such as application workshops, consulting services from (“NMSC”), and start-up services for newly designated Program Areas.
- (g) Use best efforts to raise a total of at least \$350,000 annually, that may include HUD Section 4 funds for Program implementation. Of the total amount raised each year, funds will be allocated as agreed between LISC and CITY over five allowable uses: (1) targeted technical assistance and consulting services provided directly to Program Areas, including capacity-building training and workshops, program planning services, market studies, small business technical assistance, Program Area-specific consulting services, urban planning and design services, and small grants; and (2) Main Street training to all members of the CRAG; (3) salary, fringe and overhead expenses for a LISC Revitalization Specialist; (4) LISC national service fee of 10% of the actual Program expenditures by LISC; and (5) any other uses mutually agreed upon by LISC and CITY.
- (h) Agree to cooperate with the City in securing public and private sources of funds to support the implementation of the Program.
- (i) Upon mutual agreement by LISC and CITY, provide on-site consulting services to Program Areas.

V.

STAFFING

A. CITY STAFFING.

DCD will assign one full-time staff position to the Program (Main Street Milwaukee Coordinator) to manage the implementation of the Program and provide a closer link between

CITY programs and the designated commercial districts. The Main Street Milwaukee Coordinator will also:

- (i) handle the overall administration of the program (including management of other Main Street staff and contracts);
- (ii) staff the Main Street Milwaukee Partners Board;
- (iii) develop a working relationship with each Program Area;
- (iv) coordinate the delivery of financial assistance to district Main Street programs;
- (v) execute annual performance agreements with Program Areas;
- (vi) monitor progress and outcomes of Program Areas;
- (vii) provide public relations and publicity about Main Street Milwaukee and its Program Areas;
- (viii) build relationships with other city agencies and programs and help coordinate efficient delivery of programs and services to Program Areas; and
- (ix) conduct annual work plan development for the citywide program and assist in work plan development for Program Areas.

B. LISC STAFFING.

LISC will assign one full-time staff position to the program (Revitalization Specialist) beginning no later than January 1, 2005. The Revitalization Specialist will:

- (i) be the primary technical services provider to Program Areas by coordinating the delivery of outside consulting services to Program Areas and scheduling trainings and workshops;
- (ii) compile documentation of results from Program Areas;
- (iii) provide one-on-one assistance to non-designated neighborhoods to help those areas prepare for a possible future Program Area designation;
- (iv) assist eligible, non-designated districts in attending the annual LISC's National Commercial Revitalization Network as well as the LISC Urban Forum;
- (v) manage projects such as CRAG meetings, annual conferences, awards ceremonies, and/or a newsletter;
- (vi) serve as first point of contact for all Program Areas, helping Program Areas connect effectively to other city departments and programs; and

- (vii) be accessible to the Milwaukee LISC program director for administration, underwriting, and attendance at the LISC Annual Conference, and credit and capacity-building committee meetings, and may maintain office hours at the LISC office as agreed between the LISC Program Director and the DCD Main Street Program Director.

VI.
INSURANCE AND INDEMNIFICATION

[To be inserted.]

VII.
TERM

The initial term of this Agreement shall extend from the date hereof until December 31, 2005. Thereafter, this Agreement shall be automatically extended for successive one-year terms unless either party shall provide notice, in writing, of its intention to terminate this Agreement. This Agreement may be terminated at any time upon thirty days written notice from either party of its intention to terminate this Agreement.

VIII.
MISCELLANEOUS

- A. Parties and Interests. This Agreement is made solely for the benefit of the parties to this Agreement and their permitted assignees, and no other person, partnership, association, or corporation shall acquire or have any rights under this Agreement or by virtue of this Agreement.
- B. Assignment of Rights Under this Agreement. No party may assign its rights under this Agreement without the written consent of the other party.

- C. No Personal Liability. Under no circumstances shall any officer, official, director, commissioner, agent, or employee of LISC or City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- D. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- E. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- F. Amendment. No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by both parties to this Agreement.
- G. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
- H. Nondiscrimination. No portion of the Program shall be undertaken in a manner to permit discrimination or restriction on any basis prohibited by applicable law, and the Program shall be undertaken in compliance with all applicable laws, ordinances, and regulations relating to discrimination.
- I. Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

Address of City:

City of Milwaukee
Department of City Development
Attention: Commissioner
809 North Broadway
Milwaukee, Wisconsin 53201
Fax: (414) 286-5467

Address of LISC:

Local Initiatives Support Corporation
Attention: Leo J. Ries, Program Director
161 West Wisconsin Avenue, Suite 3008
Milwaukee, Wisconsin 53203
Fax: (414) 273-2036

- J. Severability and Savings Clause. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers, all as of the date of this Agreement.

CITY OF MILWAUKEE

By: _____
Tom Barrett
Mayor

By: _____
Ronald D. Leonhardt
City Clerk

COMPTROLLER

By: _____
W. Martin Morics
City Comptroller

**LOCAL INITIATIVES
SUPPORT CORPORATION**

By: _____

Name: _____

Title: _____

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