



**Department of City Development**  
City Plan Commission  
Redevelopment Authority of the City of Milwaukee  
Neighborhood Improvement Development Corporation

**Rocky Marcoux**  
Commissioner  
rmarco@milwaukee.gov

**Martha L. Brown**  
Deputy Commissioner  
mbrown@milwaukee.gov

May 16, 2017

Mr. James R. Owczarski  
City Clerk  
City Hall, Room 205  
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Wisconsin Avenue Lighting Grant Agreement (TID 37), between WAM DC LLC and the City of Milwaukee.

This agreement was executed pursuant to Common Council Resolution File No. 161313.

Sincerely,

Scott A. Stange  
Procurement and Compliance Manager  
Department of City Development

Enclosure





 COPY

ORIGINAL

**WISCONSIN AVENUE LIGHTING GRANT AGREEMENT  
(TID 37)**

**THIS GRANT AGREEMENT** is made and entered into as of the 8<sup>th</sup> day of May, 2017 by and between the City of Milwaukee, a Wisconsin municipal corporation (“City”) and WAM DC LLC, a non-profit Wisconsin limited liability company affiliated with the Milwaukee Development Corporation (“Grantee”).

**RECITALS**

1. The City amended Tax Incremental Financing District No. 37 (“TID 37”) by passage of Resolution No. 161313 by its Common Council on February 7, 2017.
2. The Project Plan Amendment for TID 37 includes various public improvements in the Westown neighborhood, including enhanced lighting on West Wisconsin Avenue.
3. Grantee is working with the City, the Milwaukee Downtown Business Improvement District #21 (“BID 21”) and the Westown Business Improvement District (“BID 5”) to install enhanced pedestrian and aesthetic lighting on West Wisconsin Avenue within a one-half mile radius of the TID 37 boundary (the “Project”).
4. Supporting the Project will improve the public infrastructure and pedestrian realm in Westown, which is consistent with the purposes for which TID 37 was amended.
5. The City’s Common Council, by passage of Resolution No. 161313 on February 16, 2017, authorized the expenditure of up to \$100,000 to cover design and installation costs of the Project. This Agreement provides a \$15,000 grant (“Grant”) to Grantee from those funds to pay for the design of the Project, as further described in this Agreement
6. This Agreement sets forth the terms and conditions applicable to the implementation of the Project by Grantee and the disbursement of Grant proceeds by the City.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

**I. AWARD.**

City hereby awards the Grant in an amount up to \$15,000 to Grantee for design of the Project. Grantee agrees to undertake the Project in accordance with the terms of this Agreement.

**II. GRANTEE REQUIREMENTS.**

In the implementation of the Project, Grantee shall:

- A. Design enhanced lighting on West Wisconsin Avenue within one-half mile of the TID 37 boundary, working in cooperation with BID 21 and BID 5, and with the City's Department of City Development and Department of Public Works.
- B. Complete design of the Project by December 31, 2017 ("Deadline").
- C. Expend all Grant proceeds on the design of the Project. No Grant proceeds shall be expended on Grantee's operational or administrative costs.
- D. Establish and maintain records and file reports with the City's Commissioner of City Development as hereinafter set forth:
  - i. Keep and maintain books, records, and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of all Grant proceeds and the total costs of all activities undertaken in whole or in part with Grant proceeds.

- ii. All such books, records, and documents shall be maintained for a period of 7 years following final disbursement of Grant proceeds.
  - iii. This Agreement and certain documents relating thereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. § 19.36 (3), which includes records produced or collected under this Agreement). Grantee shall and agrees to cause others under its control to cooperate with City in the event any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.
- E. Allow the City's Commissioner of City Development, the City's Comptroller or their designees and agents, at any time during normal business hours, to undertake examination of all of its books, records and documents maintained with respect to all matters covered by this Agreement and permit such City representatives to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records, and other data relating to the activities covered by this Agreement.
- F. Provide credit to the City in brochures, news releases, program publications and other printed materials in the following manner:
- "This Wisconsin Avenue lighting project is funded in part through a grant from the City of Milwaukee."
- (or as otherwise approved by the City's Commissioner of City Development).
- G. Not unlawfully discriminate against any person participating in the Project or activities funded in whole or in part with Grant proceeds on the basis of age, race,



To Grantee: Stephen Chernof  
Godfrey & Kahn S.C.  
833 East Michigan Street  
Suite 1800  
Milwaukee, WI 53202

**VI. BINDING EFFECT / ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the City and Grantee, their successors and permitted assigns. Grantee shall not assign any interest in this Agreement without the prior written consent of the City's Commissioner of City Development, which shall not be unreasonably withheld.

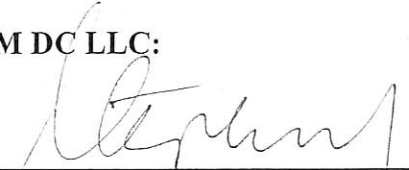
**VII. TERMINATION.**

Grantee can terminate this Agreement at any time before disbursement of the Grant.

*[Signature Page Follows]*

THE PARTIES HERETO have caused this Agreement to be executed by their duly authorized representatives as of the day and date first above written.

WAM DC LLC:

By:   
Stephen L. Chernof, President

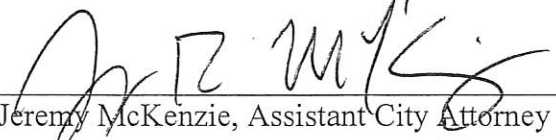
City of Milwaukee:

By:   
Tom Barrett, Mayor

By:   
James R. Owczarski, City Clerk

By:   
for Martin Matson, Comptroller

Approved as to form, execution, and content this 28 day of May, 2017.

  
Jeremy McKenzie, Assistant City Attorney