



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

August 23, 2018

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

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Broadway Lighting Grant Agreement between Business Improvement District #21 and the City of Milwaukee.

Please insert this agreement into Common Council Resolution File No. 150914.

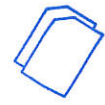
Sincerely,

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

Enclosure



**BROADWAY LIGHTING GRANT AGREEMENT
(TID 83)**


DUPLICATE
COPY
ORIGINAL

THIS GRANT AGREEMENT is made and entered into as of the 15th day of August, 2018 by and between the City of Milwaukee, a Wisconsin municipal corporation (“City”) and the Milwaukee Downtown Business Improvement District #21 (“BID #21” and “Grantee”).

RECITALS

1. The City amended Tax Incremental Financing District No. 83 (“TID 83”) by passage of Resolution No. 150914 by its Common Council on November 2, 2015.
2. The amended Project Plan for TID 83 includes various public improvements for the area in the vicinity of North Broadway and East Clybourn Street, including enhanced lighting on North Broadway and North Water Street between East St. Paul Avenue and East Clybourn Avenue.
3. Grantee is working with the City, and the Historic Third Ward Business Improvement District #2 (“BID 2”) to install enhanced pedestrian and aesthetic lighting on North Broadway and North Water Street within a one-half mile radius of the TID 83 boundary (the “Project”).
4. Supporting the Project will improve the public infrastructure and pedestrian realm in the area, which is consistent with the purposes for which TID 83 was amended.
5. The City’s Common Council, by passage of Resolution No. 150914 on November 2, 2015, authorized the expenditure of up to \$100,000 to cover design and installation costs of the Project.

(or as otherwise approved by the City's Commissioner of City Development).

- G. Not unlawfully discriminate against any person participating in the design of the Project or activities funded in whole or in part with Grant proceeds on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation or national origin.

III. INDEMNITY.

Indemnify and hold harmless the City, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with or as a result of the design of the Project. This indemnity does not apply to the installation or construction of the Project. Nothing in the foregoing indemnity shall protect City, its officers, employees, and agents from their own default, active negligence, or misconduct.

IV. FUNDING.

Grant proceeds shall be disbursed in accordance with procedures approved by the City's Commissioner of City Development. Grantee shall provide the City with paid invoices or other evidence reflecting all expenditures incurred and paid by Grantee for the design of the Project to be funded in whole or in part with Grant proceeds.

V. NOTICES

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

To City: City of Milwaukee Dept. of City Development
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

To Grantee: Matt Dorner, BID #21
600 East Wells Street
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.

BID #21 ("Grantee"):

By: 
Beth Weirick, CEO

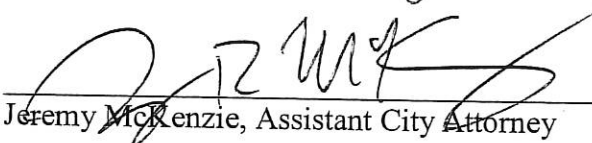
City of Milwaukee:

By: 
Tom Barrett, Mayor

By: 
James R. Owczarski, City Clerk

By: 
Martin Matson, Comptroller

Approved as to form, execution, and content this 15 day of August, 2018.


Jeremy McKenzie, Assistant City Attorney