



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

September 16, 2014

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

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Amended Bike Share Grant Agreement (TIDs 68 & 75), Contract No. 13-047 (CM).

This agreement was executed pursuant to Common Council Resolution File No. 140453, approved July 22, 2014.

Sincerely,

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

Enclosure



COPY
AMENDED BIKESHARE GRANT AGREEMENT
(TID 68 & TID 75)

THIS AMENDED BIKESHARE GRANT AGREEMENT (“Amended Agreement”) is made and entered into as of the 2nd day of September, 2014, by and between the City of Milwaukee, a Wisconsin municipal corporation (“City”) and Midwest BikeShare, Inc., a Wisconsin non-stock corporation (“Grantee”).

RECITALS

1. The City created Tax Incremental Financing District No. 68 (“TID 68”) by passage of Resolution No. 060895 by its Common Council on December 12, 2006, and amended it by passage of Resolution No. 080541 on September 16, 2008.

2. The City created Tax Incremental Financing District No. 75 (“TID 75”) by passage of Resolution No. 090564 by its Common Council on September 22, 2009, and amended it by passage of Resolution No. 090688 on November 30, 2011 and Resolution No. 140453 on July 22, 2014.

3. The Project Plans for TID 68 and TID 75 include funding for various public improvements related to pedestrian and bicycle amenities and public rights-of-way.

4. Grantee is establishing a bikeshare program in the City (“Bikeshare Program”). The Bikeshare Program will include at least one location within a one-half mile radius of the TID 68 boundary and at least two locations within a one-half mile radius of the TID 75 boundary where a bicycle rental station kiosk and rental bicycles (“Bikeshare Station”) will be installed to allow members of the public to rent bicycles for recreational or transportation purposes (the “Project”).

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 \$150,000 (no more than \$50,000 from TID 68 and no more than \$100,000 from TID 75) to Grantee for implementation of the Project. Grantee agrees to undertake the Project in accordance with the terms of this Amended Agreement. This Amended Agreement amends and replaces the Original Agreement.

II. GRANTEE REQUIREMENTS.

In the implementation of the Project, Grantee shall:

- A. Establish at least one Bikeshare Station in the public right-of-way or other publically accessible area within one-half mile of the TID 68 boundary and at least two Bikeshare Stations in the public right-of-way or other publically accessible areas within one-half mile of the TID 75 boundary in accordance with plans filed by Grantee with City and approved by the City's Commissioner of City Development.
- B. Operate the Bikeshare Stations in the Project and have bicycles at those stations available for rent by the general public no later than April 1, 2015 ("Deadline").
- C. Expend all Grant proceeds on public infrastructure and capital expenditures of the Project. No Grant proceeds shall be expended on operational or administrative costs for the Bikeshare Stations. Funds from each TID must be expended only for the Bikeshare Station(s) within one-half mile of the respective TID boundary.

H. 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, 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 implementation 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 invoices and other evidence reflecting all expenditures for the Project to be funded in whole or in part utilizing Grant proceeds.

V. NOTICES.

All notices under this Amended 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 Department of City Development
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

To Grantee: Midwest BikeShare, Inc.
316 North Milwaukee Street #501
Milwaukee, WI 53202
Attn: President

interest in the Bikeshare Stations, to the extent funded by the proceeds of the Grant, to the City (subject to any System Licenses).

- C. In the event that the Project is completed but Grantee ceases operation for 15 continuous months of any or all of the Bikeshare Stations funded through the proceeds of the Grant within 5 years of being first placed in operation, the City shall decide, in its sole, but reasonable discretion, whether Grantee shall remove the Bikeshare Stations, at Grantee's cost, from the public right-of-way or whether Grantee shall convey its ownership interest in the Bikeshare Stations, to the extent funded by the proceeds of this Grant, to the City (subject to any System Licenses).

Upon request by the City, Grantee shall execute and deliver a UCC-1 to the City's Commissioner of City Development for recording to acknowledge and secure the repayment and conveyance provisions set forth in this section.

VIII. TERMINATION.

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

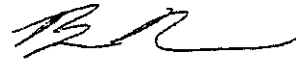
IX. COUNTERPARTS AND SIGNATURES

This Contract may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile and PDF signatures shall be accepted as originals

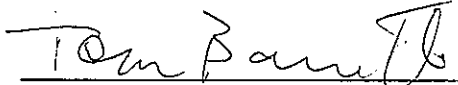
[Signature Page Follows]

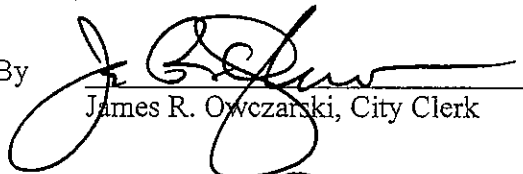
THE PARTIES HERETO have caused this Amended Agreement to be executed by their duly authorized representatives as of the day and date first above written.

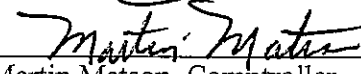
MIDWEST BIKESHARE, INC.

By 
Bruce A. Keyes, President

CITY OF MILWAUKEE, WISCONSIN

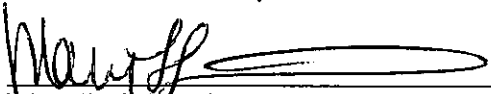
By 
Tom Barrett, Mayor

By 
James R. Owczarski, City Clerk

By 
Martin Matson, Comptroller

SP
9/8/14

Approved as to form, execution, and content
this 12 day of September, 2014.


Mary L. Schanning
Assistant City Attorney