

MAINTENANCE AGREEMENT

WEST BURLEIGH STREET BEAUTIFICATION PROJECT

This agreement by and between the Business Improvement District No. 27, hereinafter known as the "BID 27" and the City of Milwaukee, a municipal corporation hereinafter known as the "City".

Witnesseth:

Whereas, BID 27 has expressed interest in beautifying the segment of West Burleigh street, generally between North Sherman Boulevard and North 60th Street; and

Whereas, The beautification project involves placing street furniture such as benches, free standing planters, banners, trash receptacles, and bicycle racks on city sidewalk; and

Whereas, The furniture, once placed in city right-of-way, will become property of the City; and

Whereas, BID 27 will be responsible for the maintenance of all furniture; and

Whereas, The terms and conditions of this arrangement have been codified in a maintenance agreement between the City and BID 27;

Now, therefore, in consideration of these premises and the mutual benefits herein accruing and for other good and valuable consideration;

It is acknowledged and agreed by and between the parties hereto that

The West Burleigh Street Business Improvement District No. 27 ("BID") shall maintain and shall replace or remove when warranted the various improvements covered by this agreement as set forth in Exhibit "A" (IMPROVEMENTS LIST) and Exhibit "B" (MAINTENANCE & REMOVAL/REPLACEMENT RESPONSIBILITIES) attached hereto. The threshold for maintenance or removal/replacement shall be the same or higher than that used by the City of Milwaukee on similar public right-of-way improvements in the city.

If the BID fails to comply with its responsibilities as outlined in Exhibit "B", the City's Commissioner of Public Works ("Commissioner") shall provide the BID with a written notice setting forth the work which the Commissioner has determined has not been performed. If the BID does not commence such work within 30 days from the date of receipt of the Commissioner's written notice, the Commissioner may perform or cause to be performed the required work. The Commissioner shall bill the BID for all costs incurred in performing such work. If the BID has not paid any such bill within 60 days after having received it, the City may levy assessments against property owners within the boundaries of the BID in accord with assessment formulas established in the last approved BID annual operating plan.

Notwithstanding the above paragraph, the Commissioner may, at his sole discretion, undertake emergency repairs to the items listed in Exhibit "A" in cases where he has determined that the public health or safety is at immediate risk. The cost of such repairs shall be billed to the BID following the procedures outlined above.

Approval by the Common Council of the City of Milwaukee of this agreement shall substitute for any Special Privilege Permit that might otherwise be required by City Code or State Statute for the items listed in Exhibit "A". The Commissioner shall review and approve the specifications and location or relocation of all Exhibit "A" improvements. With the exception of a Special Privilege Permit, no improvements shall be installed or relocated prior to the BID obtaining all applicable City permits.

The term of this agreement shall be 20 years but may be extended up to an additional 20 years upon the mutual concurrence of both parties. Total removal of all items listed in Exhibit "A" shall automatically result in the termination of this agreement.