

CONTRIBUTION AGREEMENT

This Agreement is made this ____ day of _____, 2004 by and between the City of Milwaukee (“City”) and the Board of Business Improvement District No. ^D (“Board”).

Witnessed:

Whereas, Pursuant to Sec. 66.608, Stats., the Board and the City have thereafter considered and approved annual changes to the Operating Plan; and

Whereas, The Operating Plan as changed for ^D (“^D Operating Plan”), provides for a \$^D contribution from the City to the Board to fund, in part, the activities authorized under the ^D Operating Plan; and

Whereas, The City, by the adoption of its ^D budget, has authorized the expenditure of \$^D to fund, in part, the activities authorized under the ^D Operating Plan; and

Whereas, The City’s contribution is made pursuant to Sec. 66.608 (4), Stats., which authorizes the City to make “appropriations... for the benefit of the business improvement district”; and

Whereas, The Common Council approved this Agreement via Resolution File No. ____ adopted _____, 2004; and

Whereas, The Board approved this Agreement on _____, 2004 and authorized its chairperson to execute it:

Now, Therefore, The City and the Board in consideration of the premises and the mutual promises and undertakings hereinafter contained, mutually agree and covenant as follows:

1. The City shall provide \$^D (“City Contribution”) to the Board on or before February 28, ^D for the sole and express purpose of funding the Board’s activities under the ^D Operating Plan (a copy of which is attached hereto as Exhibit A).

2. The Board shall expend the City Contribution solely for the purposes of funding activities authorized under the ^D Operating Plan and shall provide the City with documentation, as requested by either the Commissioner of the Department of City Development or the City Comptroller, to verify that the expenditures have been made solely for such purposes. This documentation may be included in the annual report and audit required under Sec. 66.608 (3) (c), Stats.

3. The Board shall reimburse the City for any City Contribution not expended in accordance with the ^D Operating Plan.

4. The term of this Agreement shall commence on January 1, ^D and end on December 31, ^D, except for the Board’s reporting and reimbursement obligations set forth above.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

By: _____
Mayor

By: _____
City Clerk

COUNTERSIGNED:
By: _____
Comptroller

IN THE PRESENCE OF:

BOARD OF BUSINESS IMPROVEMENT
DISTRICT NO. ^D

By: _____

Approved as to content this
_____ day of _____, 2004

Special Deputy City Attorney

Approved as to execution and form
this ____ day of _____, 2004

Special Deputy City Attorney