

051408



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

September 15, 2006

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed original of an agreement identified as Contract No. 06-048 (CM), dated September 14, 2006, between the City of Milwaukee, the Village of West Milwaukee, the Layton Boulevard West Neighbors, Inc., and the Main Street Milwaukee Partners Board for the participation of the Village in the "Milwaukee Main Street" Program.

Please insert this agreement into Common Council Resolution File No. 051408, adopted March 23, 2006.

Sincerely,

for Rocky Marcoux
Commissioner

Enclosure

**Agreement Between the
Village of West Milwaukee, the City of Milwaukee,
Layton Boulevard West Neighbors, Inc. and the Main Street Milwaukee
Partners Board for participation of the Village in the
"Milwaukee Main Street" Program**

This Agreement is made and entered into this 14th day of September, 2006 by and among the Village of West Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal offices at 4755 W. Beloit Road, West Milwaukee, Wisconsin ("Village"); the City of Milwaukee, a municipal corporation organized and existing, under the laws of the State of Wisconsin with its principal offices at 200 E. Wells St., Milwaukee, Wisconsin ("City"); the Layton Boulevard West Neighbors, Inc., a non-profit corporation, organized and existing pursuant to CH 181, Wis. Stats., and §501(c)(3) IRS Code, with its principal offices located at 1545 S. Layton Blvd, Ste. 513, Milwaukee, WI, ("LBWN"); and the Main Street Milwaukee Partners Board, a board created by the City of Milwaukee and staffed by the Department of City Development with its principal officers located at 809 North Broadway, Milwaukee, Wisconsin 53202 ("Board").

WHEREAS, the City of Milwaukee and the Local Initiatives Support Corporation have created the "Main Street Milwaukee" program which utilizes Community Development Block Grant funds and private resources to increase investment in urban neighborhoods, create new businesses, create jobs and create wealth in urban settings; and,

WHEREAS, LBWN is a non-profit community development corporation which serves a geographic area of Layton Boulevard in an effort to promote revitalization of the area; and,

WHEREAS, LBWN arranged for and proposed the "Silver City District" which spans National Avenue from 31st Street to 39th Street in the City as an area to take part in the Main

Street Milwaukee program, and for which the Board granted the Silver City District Main Street status; and,

WHEREAS, the Silver City Main Street District plans to complete several projects during the term of this agreement to enhance the physical appearance and economic development of National Avenue, including “streetscaping”, and has secured funding from the State of Wisconsin to improve the streetscape along National Avenue in the Silver City District; and,

WHEREAS, National Avenue extends into and through the Village of West Milwaukee, beginning at 38th Street and an artificial termination of the program at the official City-Village boundary is contrary to the spirit and focus of the program to improve and enhance the neighborhood; and,

WHEREAS, the continuation of the Silver City District corridor street scape improvements to Miller Parkway would provide a logical and a cohesive terminus for the Silver City District; and,

WHEREAS, the Village, City, LBWN and the Board deem it appropriate to extend the National Avenue Silver City District - Main Street Milwaukee program through the Village to Miller Parkway under an intergovernmental cooperation agreement as authorized under Section 66.0301 Wis. Stats.

NOW, THEREFORE, pursuant to the mutual covenants and agreements contained herein and the benefits derived by each, the Village, the City LBWN and the Board agree as follows:

A. CITY/BOARD RESPONSIBILITIES

1. The Board will initiate action to extend the official boundaries of the Silver City Main Street District to include that portion of National Avenue in the Village up to Miller Park Way.

2. The City and the Board agree that the Silver City Main Street Program may expend staff time on planning and implementation of plans within the expanded Silver City District as redefined herein at subsection 1.

3. The City and the Board will continue to fund Silver City Main Street program operations and special projects within the City as permitted under the terms of the CDBG contract between the City and LBWN dated January 1, 2006, and any successor agreements.

4. The City and the Board will cooperate with LBWN and the Village in order to coordinate plans for unified street scaping and public improvements in the expanded Silver City District through the Silver City Main Street Program, and may fund such streetscaping and public improvements as approved by the City in that portion of the Silver City District which lies within the City boundaries.

5. The City agrees to designate one staff and one volunteer member to an intergovernmental working committee, comprised of members from the Village, the City and LBWN. This Committee will meet at least quarterly to proactively address quality of life issues that occur along the border of West Milwaukee and the City of Milwaukee, including economic development, infrastructure, traffic controls, housing, and others. The Committee may recruit additional members from other community-based organizations, universities, or governmental entities as necessitated.

B. VILLAGE OF WEST MILWAUKEE RESPONSIBILITIES

1. The Village will cooperate with LBWN in order to fund Silver City Main Street Program operations and special projects in the Village. Village funds may be secured through private donations committed by Village businesses or from other private or public sources available to the Village.

2. The Village will cooperate with the City, LBWN and the Board in order to coordinate plans for unified streetscaping and public improvements in the expanded Silver City District through the Silver City Main Street Program, and may fund such streetscaping and public improvements as approved by the Village in that portion of the Silver City District which lies within the Village boundaries.

3. The Village shall use its best efforts to recruit or appoint at least one resident or business owner to participate in the Silver City District Design Committee or other committees established by the Silver City District Main Street District.

4. The Village will provide a staff liaison to the Silver City District Organization Committee.

5. The Village will solicit non-binding input from the Silver City District Design Committee for proposed development and redevelopment proposals along National Avenue from 31st Street to Miller Parkway.

6. The Village agrees to designate one staff and one volunteer member to an intergovernmental working committee, comprised of members from the Village, the City and LBWN. This Committee will meet at least quarterly to proactively address quality of life issues that occur along the border of West Milwaukee and the City of Milwaukee, including economic development, infrastructure, traffic controls, housing, and others. The Committee may recruit additional members from other community-based organizations, universities, or governmental entities as necessitated.

C. LAYTON BOULEVARD WEST NEIGHBORS, INC., RESPONSIBILITIES

1. LBWN will cooperate and coordinate with the Village, City and Board to fund Silver City Main Street program operations and special projects in the expanded Silver City District.

2. LBWN shall administer the Silver City District in the Village and City in accord with the provisions of the Main Street Program.

3. LBWN shall provide, in advance, an annual estimate of program operation expenditures within the City and the Village for each calendar year and shall charge and report such expenditures back to the respective funding source according to Generally Acceptable Accounting Procedures and as required by any agreement with the City or Village for administration of such funds. Only program operation expenditures which are properly documented as services, improvements or activities within the City may be financed with CDBG funds pursuant to section A.3. of this Agreement. No CDBG funds will be expended for services, improvements or activities within the Village.

4. LBWN will coordinate the Silver City Main Street Program with the Village, the Board and the City to create a cohesive district from Miller Park Way to 31st Street.

5. LBWN agrees to designate one staff and one volunteer member to an intergovernmental working committee, comprised of members from the Village, the City and LBWN. This Committee will meet at least quarterly to proactively address quality of life issues that occur along the border of West Milwaukee and the City of Milwaukee, including economic development, infrastructure, traffic controls, housing, and others. The Committee may recruit additional members from other community-based organizations, universities, or governmental entities as necessitated.

D. JOINT RESPONSIBILITIES

1. The Village and City shall explore the option of creating a cross-municipal Business Improvement District for the Silver City District.

2. The Village, City, LBWN and the Board shall coordinate efforts to secure additional funding from Milwaukee County Community Development Block Grants and from other private or public funding sources to support the operations and special projects in the Silver City District.

The effective date of this Agreement shall be the date upon which it is executed by the last of the parties to this Agreement.

G. TERM OF AGREEMENT; EARLY TERMINATION

This Agreement shall be in effect until December 31, 2007. Termination of this Agreement prior to the expiration may occur at any time upon 60 days written notice by any party.

H. EFFECT OF AGREEMENT

The Village, City, Board and LBWN recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreements between the Village and other entities.

I. SEVERABILITY

If any clause, provision, or section of this Agreement were declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

VILLAGE OF WEST MILWAUKEE:

Dated this 10 day of August, 2006.

Ronald Hayward
Ronald Hayward, President

Attest: Susan Schupp
Susan Schupp, Clerk

CITY OF MILWAUKEE:

Dated this 11th day of September, 2006.

Tom Barrett
Tom M. Barrett, Mayor

Attest: Ronald D. Leonhardt
Ronald D. Leonhardt, Clerk

LAYTON BOULEVARD WEST NEIGHBORS, INC.:

Dated this 8 day of August, 2006.

Charlotte John-Gy

Attest: Mary Ann Zellmer

CITY OF MILWAUKEE:

Dated this 14th day of Sept., 2006

Michael J. Morics DEPUTY
W. Martin Morics, Comptroller

MAIN STREET MILWAUKEE PARTNERS BOARD

Dated this 17th day of August, 2006.

Julie A. Penman
Chair

1050-2006-375:101738

my commission expires 10/29/06

CITY ATTORNEYS OFFICE
Approved as to Form and Execution

Dated 9/15/06

By [Signature]
Assistant City Attorney