

## **MAINTENANCE AGREEMENT**

### **EAST BUFFALO STREET LIGHTING PROJECT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the City of Milwaukee ("City") acting through its Commissioner of Public Works ("Commissioner") and the Historic Third Ward Business Improvement District ("BID #2")

Witnesseth:

Whereas, BID #2 is undertaking a riverwalk development project within its area; and

Whereas, One component of the project is replacement of the City's standard street lights on East Buffalo Street between N. Water Street and the Milwaukee River with specialized lighting to be mounted on private buildings; and

Whereas, This specialized lighting is being installed solely at the request of BID #2; and

Whereas, The Commissioner has determined it to be in the best interest of the City for BID #2 to assume certain maintenance responsibilities for the specialized lighting; and

Whereas, The City's Common Council via Resolution File No. \_\_\_\_\_, adopted \_\_\_\_\_, 2003 authorized the Commissioner to execute this Maintenance Agreement on the City's behalf;

Now, Therefore, the City and BID #2, in consideration of the mutual promises and undertakings contained herein, agree as follows:

- A. BID #2 shall install or cause to be installed specialized lighting in the one block segment of East Buffalo Street bound by North Water Street on the east and the Milwaukee River on the west. Said lighting shall provide sufficient light levels along the East Buffalo Street right-of-way to meet normally accepted lighting standards for similar streets. Any and all applicable City permits shall be obtained prior to installation of the lighting. Even if no Department of Public Works' permit would normally be required for the specialized lighting given its installation on private property, the Commissioner shall review and approve the specifications and location or relocation of the lighting before its installation or

relocation. Detailed plans for the specialized lighting shall be kept on file in City's Department of Public Works' offices.

- B. The specialized lighting shall be illuminated at all times City street lights located in the immediate area are lit.
- C. BID #2 shall perform all appropriate routine maintenance of and shall undertake necessary capital repairs to the specialized lighting covered by this agreement. Routine maintenance and capital repairs shall include, but need not be limited to, repair or replacement of the fixtures, replacement of light bulbs, and ensuring proper performance of the energy source. The threshold for maintenance or repairs shall be the same as or higher than that used by the City for its street light system.
- D. BID #2 shall be responsible for all energy costs associated with operation of the specialty lighting.
- E. If BID #2 fails to comply with its responsibilities as outlined herein, the Commissioner shall provide BID #2 with a written notice setting forth the work the Commissioner has determined is required. If BID #2 does not commence such work within 30 days from the date of receipt of the Commissioner's written notice, the Commissioner may re-install City light fixtures in the locations and style of those removed to accommodate the specialized lighting. The Commissioner shall bill BID #2 for all costs incurred in performing the required work. If BID #2 has not paid any such bill within 60 days after having received it, the City may levy an assessment against individual properties within the BID #2 boundaries in the amount of the unpaid bill and in accord with the assessment mechanism established in the most recent annual operating plan for BID #2.
- F. Notwithstanding paragraph "E" above, should the specialized lighting malfunction, the Commissioner may take whatever immediate steps are deemed warranted to provide sufficient emergency lighting for the street right-of-way if, in his sole judgement, public health or safety is at risk. The cost of emergency lighting improvements shall be billed to BID #2 following the procedures outlined in paragraph "E".
- G. The term of this agreement shall be indefinite. However, total removal of the specialized lighting and its replacement with standard City street lights shall automatically result in termination of this agreement.

**SIGNATURE PAGES**

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the Developer, its lessees, successors and assigns, and upon the City its successors and assigns.

**DEVELOPER SIGNATURES**

IN WITNESS WHEREOF, the Developer has caused this document to  
be signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman of BID #2

STATE OF WISCONSIN     )  
                                  ) SS.  
MILWAUKEE COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2003,  
who executed the foregoing instrument, and acknowledged that they executed the  
same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_.

**CITY SIGNATURE**

IN WITNESS WHEREOF, the proper City Officer has caused this document to be signed and the City's seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Mariano A. Schifalacqua  
Commissioner of Public Works  
CITY OF MILWAUKEE

STATE OF WISCONSIN     )  
                                          ) SS.  
MILWAUKEE COUNTY     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003,  
Mariano A. Schifalacqua, Commissioner of Public Works, City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Commissioner of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. 001391 adopted \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_.