

- 2nd Amendment to Riverwalk Development Agreement for MIAD Contract #99-014(cm)
- 5th Amendment to Cooperation Agreement for 511 E. Menomonee St. and 151 N. Jackson St. Blight Designation Project Contract #90-180(RA)

**SECOND AMENDMENT TO RIVERWALK DEVELOPMENT AGREEMENT
AND FIFTH AMENDMENT TO COOPERATION AGREEMENT**

This Amended Agreement (the “Amendment”) is made this ____ day of _____, 2004, by and among the City of Milwaukee (“City”), the Redevelopment Authority of the City of Milwaukee (“Authority”) and the Milwaukee Institute of Art and Design (“MIAD”).

Recitals

A. The City, Authority and MIAD entered into a First Amendment to the Riverwalk Development Agreement for MIAD Contract and Fourth Amendment to Cooperation Agreement for 511 E. Menomonee Street and 151 N. Jackson Street Blight Designation Project Contract on May 29, 2002 (“First Amendment”).

B. That First Amendment set forth at Exhibit I the Repayment Schedule for the Reimbursable Assessment referenced at Section 4(b) of the First Amendment.

C. In a January 30, 2004 communication to the Commissioner of the Department of City Development, MIAD requested that that Repayment Schedule be adjusted to coincide with the repayment schedule for other riverwalks within the boundaries of Business Improvement District No. 2.

D. The staff of the Department of City Development has reviewed MIAD’s request and determined it to be reasonable and appropriate.

E. The Common Council of the City of Milwaukee has adopted Resolution File No. _____ on _____ authorizing the proper City officers to execute this Amendment.

F. The Authority has adopted Resolution No. _____ authorizing the proper Authority officers to execute this Amendment.

G. MIAD has authorized Mary Louise Mussoline, its Vice President for Institutional Advancement, to execute this Amendment on its behalf.

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

1. Exhibit I to the May 29, 2002 First Amendment is deleted and replaced with the Exhibit I attached to this Amendment.

2. Except as amended herein, the First Amendment, and the agreements that it amended, remain in full force and effect.

In Witness Whereof, The parties have executed this Amendment on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

IN THE PRESENCE OF:

IN THE PRESENCE OF:

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

Chair

Executive Director-Secretary

MILWAUKEE INSTITUTE OF
ART AND DESIGN

Mary Louise Mussoline
Vice President for Institutional
Advancement

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

Deputy City Attorney

PBM:dms
2/12/04
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