

**Historic King Drive BID No. 8
GRANT AGREEMENT
(TID 41)**

THIS GRANT AGREEMENT is made and entered into as of the 15th day of August, 2022 by and between the City of Milwaukee, a Wisconsin municipal corporation (“City”) and Business Improvement District No. 8, Historic King Drive. (“BID” and “Grantee”).

RECITALS

1. The City amended Tax Incremental Financing District No. 41 (“TID 41”) by passage of City Common Council Resolution File No. 220305, approving Amendment No. 5 to the TID 41 Project Plan. That Amendment 5, among other things, authorized up to \$735,000 in funds for street amenities to be installed within one-half mile radius of TID 41’s boundaries that may include, but are not limited to: signage, sculpture and various public art installations, tree guards, trash cans and benches.

2. The Project Plan for TID 41 includes various public infrastructure improvements and other street amenities within one-half mile of the TID 41 boundary.

3. Grantee agrees to coordinate and install the street amenities (the “Project”), which are all to be located within a one-half mile radius of the TID 41 boundary.

4. Supporting the Project will improve the public streetscape amenities in the Historic King Drive BID boundaries to facilitate on-going redevelopment efforts in the area, which is consistent with the purposes for which TID 41 was created.

5. This Agreement provides funds in an amount up to \$735,000 (the “Grant”) to Grantee, as authorized pursuant to Amendment 5, to pay for Project costs, as further described in this Agreement.

7. This Agreement sets forth the terms and conditions applicable to the coordination and installation of the Project by Grantee and the disbursement of Grant funds by the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

I. AWARD.

City hereby awards the Grant (in an amount up to \$735,000) to Grantee for the coordination and installation of the Project. Grant funds shall only be used for the coordination and installation of the street amenities. The parties agree to the budget for the Project as set forth in Exhibit A. If the Grantee becomes aware of a material change to the budget, Grantee shall provide prompt written notice of the same to the City including an explanation thereof; Grantee shall be solely responsible for any costs to implement the Project in excess of the approved budget. No Grant proceeds shall be expended on Grantee's operational or administrative costs. Grantee hereby agrees to undertake the Project in accordance with the terms of this Agreement.

II. GRANTEE REQUIREMENTS.

In undertaking the Project, Grantee shall:

- A. Coordinate and install the Project at locations that are within one-half mile of the TID 41 boundary. Upon request, Grantee shall provide the City a site plan of major installations such as benches and any large signage etc. and/or allow for the City's inspection of any one or all of the street amenities installed pursuant to this

Agreement. If any element of the street amenities is deemed materially non-conforming with the Project Plan (as determined by the City in its reasonable discretion), then the City shall have the right to terminate this Agreement pursuant to the terms hereof, subject to the applicable notice and cure period.

- B. Complete installation of the Project by no later than July 1, 2023.
- C. Expend all Grant proceeds solely on the coordination and installation of the Project.
- D. Establish and maintain records and file reports with the City's Commissioner of City Development as hereinafter set forth:
 - i. Keep and maintain books, records, and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of all Grant proceeds and the total costs of all activities undertaken in whole or in part with Grant proceeds.
 - ii. All such books, records, and documents shall be maintained for a period of 7 years following final disbursement of Grant proceeds.
 - iii. This Agreement and certain documents relating thereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. § 19.36 (3), which includes records produced or collected under this Agreement). Grantee shall and agrees to cause others under its control or with whom the Grantee contracts with in connection with this Agreement to cooperate with City in the event any of them receive a request under Wisconsin's Public Records Law for this

Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.

- E. Allow the City's Commissioner of City Development, the City's Comptroller or their designees and agents, at any time during normal business hours, to undertake examination of all of its books, records and documents maintained with respect to all matters covered by this Agreement and permit such City representatives to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records, and other data relating to the activities covered by this Agreement.
- F. Not unlawfully discriminate against any person participating in the coordination or installation of the Project or activities funded in whole or in part with Grant proceeds on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation or national origin.

III. INDEMNITY.

Indemnify and hold harmless the City, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with or as a result of the design, construction, coordination, and/or installation of the Project. Nothing in the foregoing indemnity shall protect City, its officers, employees, and agents from their own default, active negligence, or willful misconduct.

IV. FUNDING.

To Grantee: Historic King Drive BID No. 8
 2745 N. Dr. Martin Luther King Drive - Suite 206
 Milwaukee, WI 53212

VI. BINDING EFFECT / ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the City and Grantee, their successors and permitted assigns. Grantee shall not assign any interest in this Agreement without the prior written consent of the City's Commissioner of City Development, which shall not be unreasonably withheld.

VII. TERMINATION

The City or the Grantee may terminate this Agreement upon 7 days' prior written notice to the other party at any time before the first disbursement of the Grant funds. Additionally, the City may terminate this Agreement in the event of Grantee's breach of this Agreement upon serving written notice to Grantee describing such breach; provided, however, that the Grantee shall have thirty (30) days following the date such notice is deemed served pursuant to the terms of this Agreement to cure such breach.

VIII. GOVERNING LAW; JURISDICTION

This Agreement is governed by Wisconsin law. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable then the remainder of this Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law. The parties agree that for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal

courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

IX. AMENDMENT

Any changes to this Agreement shall be through a written amendment signed by authorized representatives of the City and Agency.

X. COUNTERPARTS

This Agreement may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document. Facsimile and/or email-PDF copies of signatures shall be accepted as originals.

[Signature Page Follows]

THE PARTIES HERETO have caused this Agreement to be executed by their duly authorized representatives as of the day and date first above written.

Historic Kling Drive BID No. 8 ("Grantee"):

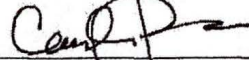
By:



Raynetta Hill, Executive Director

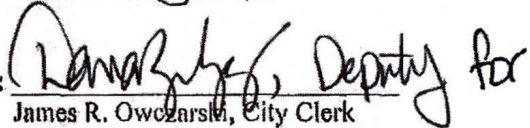
City of Milwaukee:

By:



Cavalier Johnson, Mayor

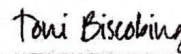
By:

 Deputy for

James R. Owczarski, City Clerk

By:

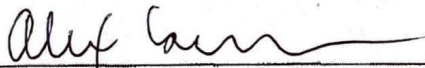
DocuSigned by:



Aycha Sawa, Comptroller

City Attorney Approval (MCO 304-21)

This 15 day of August, 2022



Alex Carson, Assistant City Attorney

1050-2022-592:280908

EXHIBIT A: Project Budget

Corridor	Improvement	Quantity	Unit Cost	Total Cost
Signage	Gateway Signage	4	\$ 50,000	\$ 200,000
	Historical Markers engraved description	2	\$ 10,000	\$ 20,000
	Wayfinding signage	10	\$ 4,000	\$ 40,000
	Metal Banners "Bronzeville & BID"	80	\$ 3,000	\$ 240,000
	"Welcome to King Drive" signs	3	\$ 3,500	\$ 10,500
	Bronzeville Identity banner	2	\$ 10,000	\$ 20,000
	SUBTOTAL			
Art Installations/ Infrastructure	Interactive art seating	2	\$ 9,600	\$ 19,200
	Walnut Street "Island" identifying art	5	\$ 10,000	\$ 50,000
	Bronzeville Walk of Fame	120	\$ 200	\$ 24,000
	Decorative sculpture	3	\$ 3,500	\$ 10,500
	Monument Bollard	3	\$ 2,400	\$ 7,200
	Ash receptacles	3	\$ 750	\$ 4,000
	Tree guards	35	\$ 800	\$ 28,000
	SUBTOTAL			
McKinley to North original streetscape	Custom Bike Racks	20	\$ 525	\$ 10,500
	Custom Trash Receptacles	12	\$ 1,350	\$ 16,200
	Benches	6	\$ 3,000	\$ 18,000
	Hanging Baskets	30	\$ 300	\$ 9,000
	SUBTOTAL			\$ 53,700
	PROJECT TOTAL			\$ 727,100