

**WALKER SQUARE GRANT AGREEMENT
(TID 85)**

THIS GRANT AGREEMENT is made and entered into as of the _____ day of _____, 2024 by and between the City of Milwaukee, a Wisconsin municipal corporation (“City”) and Milwaukee County, a Wisconsin municipal corporation, as steward of the Milwaukee County Parks system (“County” or “Grantee”).

RECITALS

1. The City created Tax Incremental Financing District No. 85 (“TID 85” or the “District”) by passage of Resolution No. 150654 by its Common Council on September 22, 2015 and approved Amendment No. 2 to TID 85 passage of Resolution No. 240160 by its Common Council on June 11, 2024.

2. The amended Project Plan for TID 85 (the “TID 85 Project Plan”) includes funding for improvements to the Walker Square park, at 1021 South 9th Street (the “Project”), and within a one-half mile radius of the TID 85 boundary.

3. Grantee is working with The Park People of Milwaukee County, Inc. – Friends of Walker Square Park (“Friends of Walker Square”) and the City to design, construct and install the Project.

4. Supporting the Project will improve the public infrastructure, public spaces and pedestrian realm in the area, which is consistent with the purposes for which TID 85 was created and amended.

5. The City’s Common Council, by passage of Resolution No. 240160 on June 11, 2024, authorized entering into a Grant Agreement with the Grantee for the purposes of implementing the TID 85 Project Plan.

6. This Agreement provides a grant in a maximum amount of up to \$750,000 (the “Grant”) to Grantee from TID 85 tax increment to pay for the Project, as further described in this Agreement

7. This Agreement sets forth the terms and conditions applicable to the implementation of the Project by Grantee and the disbursement of Grant proceeds 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 the maximum amount of up to \$750,000 to Grantee for the design, construction and installation of the Project. Grantee agrees to undertake the design, construction and installation of the Project in accordance with the terms of this Agreement.

II. GRANTEE REQUIREMENTS.

In the implementation of the Project, Grantee shall:

- A. Design, construct and/or install the Project, which is located within one-half mile of the TID 85 boundary, working in cooperation and consultation with the Friends of Walker Square, City’s Department of City Development and Department of Public Works.
- B. Complete the Project by January 31, 2028 (“Deadline”), as evidenced by a field inspection conducted by the City and/or certification from Grantee’s architect or

engineer that the Project has been completed in accordance with the plans as approved by the City.

- C. Expend all Grant proceeds on the Project. No Grant proceeds shall be expended on Grantee's operational or administrative costs not directly related to implementing the Project.
- D. Grantee shall maintain the public infrastructure improvement related to the Project for a period of at least twenty (20) years from the date of Project completion, as such date is determined by the City in writing (the "Maintenance Period"). Maintenance shall be provided at the same level as other similar improvements owned by Grantee. Grantee shall ensure the public infrastructure improvement related to the Project remains open and available to the public. Grantee shall provide maintenance reports to Grantor upon request of the Grantor.
- E. 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 hereto 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 Grantee contracts concerning this Agreement, to cooperate with the 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. Grantee shall indemnify, defend, and hold harmless the City, if the City is adjudged liable due to Grantee or those under its control failing to retain or provide records under this subsection.

F. 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.

G. Provide credit and recognition to the City in brochures, news releases, program publications and other printed materials in the following manner:

“These improvements were funded in part through a grant from the City of Milwaukee.”

(or as otherwise approved by the City's Commissioner of City Development).

H. Comply with all applicable federal, state and local laws in undertaking the Project.

I. Not unlawfully discriminate against any person participating in the Project or activities funded in whole or in part with Grant proceeds on the basis an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression,

victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9.

III. INDEMNITY.

Grantee shall indemnify, defend, 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 Project. Nothing in the foregoing indemnity shall protect City, its officers, employees, and agents from their own default, active negligence, or misconduct.

IV. FUNDING.

Grant proceeds shall be disbursed in accordance with procedures approved by the City's Commissioner of City Development. Grantee shall submit a request in writing for reimbursement and provide the City with reasonable proof of expenditure, including, without limitation, invoices or other evidence reflecting all expenditures incurred and/or paid by Grantee for the design and construction/installation of the Project to be funded in whole or in part with Grant proceeds. All requests for reimbursement and proof of expenditure shall be provided to the City in writing not later than thirty (30) days prior to the Deadline.

V. NOTICES

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as “Certified Mail, Return Receipt Requested,” addressed as follows:

To City: City of Milwaukee Dept. of City Development
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

To Grantee: Peter Bratt, Director of Operations
Milwaukee County Department of Parks, Recreation & Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226

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.

Grantee may terminate this Agreement at any time before the first disbursement of the Grant proceeds, upon five days’ prior written notice to Grantor. In the event that the Grantee fails to timely complete the Project on or before the Deadline, the City may elect to terminate this Agreement upon fifteen (15) days’ prior notice to Grantee, and effective as of the termination date, the City shall be under no obligation to make any further payments to Grantee of the Grant proceeds. Notwithstanding the forgoing, excepting Grantee’s ongoing maintenance obligations provided herein, this Agreement shall terminate no later than January 31, 2028, unless mutually agreed in writing by the parties hereto.

VIII. GOVERNING LAW; JURISDICTION

This Agreement is governed by Wisconsin law. The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought in a state circuit court in Milwaukee County, Wisconsin, USA or in the Federal Seventh Circuit's Eastern District of Wisconsin.

IX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[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.

Milwaukee County (“Grantee”):

By: _____

City of Milwaukee:

By: _____
Cavalier Johnson, Mayor

By: _____
James R. Owczarski, City Clerk

By: _____
Bill Christianson, Comptroller

Approved as to form, execution, and content this ____ day of _____, 2024.

_____, Assistant City Attorney