Redevelopment Authority of the City of Milwaukee

Resolution No.:	**10557**
Adopted on:	May 21, 2015
Project Area:	5th/Wisconsin
Aldermanic District:	4th

Resolution authorizing a License Agreement with Creative Alliance Milwaukee, Inc. for the property at 401-41 West Wisconsin Avenue for special events.

Whereas, The Redevelopment Authority owns the parking lot at 401-41 West Wisconsin Avenue ("Property"); and

Whereas, Mayor Tom Barrett formed a West Wisconsin Avenue Task Force to promote redevelopment and activity along West Wisconsin Avenue; and

Whereas, The West Wisconsin Avenue Task Force recommended holding events on the Property to increase awareness of the area and promote redevelopment and activity; and

Whereas, Creative Alliance Milwaukee, Inc. wishes to utilize the Property to hold special events in 2015, according to terms outlined in the attached License Agreement; and

Whereas, the existing lease for this portion of the Property allows for special events such as this; now therefore, be it

Resolved, By the Redevelopment Authority, that the proper officials are authorized to execute the License Agreement that is part of this file, or one in form and substance materially similar thereto, to allow Creative Alliance Milwaukee, Inc. to use the Property for the events, and to take such actions as may be necessary to carry out the intent of this resolution.

CERTIFICATION

(seal)

I certify that the forgoing is a true and exact copy of a resolution adopted by the Redevelopment Authority of the City of Milwaukee, WI on the date set forth above.

David P. Misky
Assistant Executive Director – Secretary

LICENSE AGREEMENT

RACM LAND, 401-441 WEST WISCONSIN AVE, CAM STRIP EVENT

The REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ("**RACM**") and CREATIVE ALLIANCE MILWAUKEE, INC. ("**CAM**") enter this License Agreement (herein called either "**License**" or "**Agreement**") as of **May 21, 2015**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged.

RECITALS

A. RACM is owner of 401-441 West Wisconsin Avenue, Milwaukee, Wisconsin (the "**Parcel**").

B. CAM wants to secure temporary entry and use rights for a portion of the Parcel as shown in **"Exhibit B"** as the **"ABM Strip"** (per the November 1, 2013 Lease Agreement between RACM and ABM Parking Services, Inc. ("**ABM**")) in conjunction with a proposed a May 21-October 31, 2015 event that would feature public art, entertainment and food/beverage (the "**Event**").

C. RACM is willing to allow CAM to temporarily occupy the ABM Strip for the Event, on the terms and conditions contained herein, to which RACM and CAM agree.

AGREEMENT

1. Recitals. RACM and CAM accept and agree to the recitals above, and to all the terms and conditions contained herein.

2. Temporary License; Duration; Limited Use. RACM hereby grants to CAM a personal, non-assignable, temporary license (which is not a lease and not a real property interest) to allow use of the ABM Strip for the Event in strict accordance herewith.

The duration of the license shall be from ***6 A.M. on Thursday, May 21, 2015 to 10 P.M. on Saturday, October 31, 2015***. No extensions, no exceptions. ***TIME IS OF THE ESSENCE.*** CAM understands that parking operators must be able to use the ABM Strip – unobstructed by this License or use hereunder – at 10:01 P.M. on Saturday, October 31, 2015.

The following Event activities may occur on the ABM Strip during the duration of the License:

- Set up, including tents, tables, portable toilets, hand-wash stations, garbage/refuse containers, market vendors, food and beverage stations
- Installation of public art
- Allow general public to enter during the times of 8:00 A.M. and 10:59 P.M., to partake of the Event and socialize
- Food and beverage service provided to Event participants as allowed by law
- Clean-up of ABM Strip

- Removal of personal property brought to ABM Strip for Event and use hereunder
- ABM Strip clean-up and restoration may occur as contemplated and called for herein.

No use may be made of the ABM Strip except as expressly allowed and provided for herein without RACM's prior written consent.

3. **As-Is; Sole Risk; Hold Harmless & Indemnification.** The ABM Strip is licensed and made available to CAM and all those who enter and occupy for the Event, and who enter by, through, or under CAM, including the general public, on an AS IS, WHERE IS basis, with all faults, known and un-known, and with no representations or warranties by RACM whatsoever, express or implied. Entry is at the entrant's sole risk, with RACM bearing no responsibility or liability. Any personal property placed or stored on-site is CAM's responsibility and not RACM's responsibility. RACM is not responsible for, and CAM is responsible for, participant and entrant safety.

CAM shall hold harmless and indemnify RACM and ABM from any and all claims, demands, expense, loss, and liability, relating to personal injury, death, or property damage, attributable to or occasioned by, directly or indirectly, the Event, CAM's (or anyone claiming by, through, or under CAM's) use, occupancy or operations at the ABM Strip, and/or use or occupancy under this License – including but not limited to any injury or death to Event participants and/or any personal property loss or damage.

4. **Security; Safety.** CAM is responsible for ensuring that adequate security and safety personnel are on site and on hand, including crowd control, private security, personnel to control access, and ambulance personnel. Prior to the Event, CAM must inform RACM and the Milwaukee Police Department of CAM's security and safety plan for the Event.

5. **On-Site and Event Contact Person.** CAM designates, for RACM's benefit, the following Event contact person (the "**Event Contact**"), who will coordinate with RACM prior to, during, and after the Event. The Event Contact will be on-site, on the ABM Strip, during the Event:

Name:
Email:
Address:
Cell Phone:

The Event Contact shall coordinate with RACM's Dan Casanova, whose contact information is as follows:

Dan Casanova, RACM
dcasan@milwaukee.gov
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202
Office: 414-286-5921

Cell: 414-803-7534

6. **Compliance with Laws; City/RACM Entry.** Concerning its use, occupancy, and operations on the ABM Strip, and under this License, CAM agrees to comply, and to ensure compliance by all those claiming by, through or under CAM, and by all Event sponsors and operators (including food and beverage servers, suppliers, and furnishers), with all federal, state, and local laws, orders and regulations. CAM will ensure that all necessary permits are obtained and in place in order to use the ABM Strip for the Event and for the purposes of this License, including any Special Event Permit and noise variance that may be necessary.

CAM shall, prior to entry onto the ABM Strip under this License, meet with each of the City's Department of Neighborhood Services ("DNS"), the City's Fire Department, the City's Police Department, and the City's Permit Center, concerning the Event activities on the ABM Strip and this License.

At all times during CAM 's use and occupancy under this License, representatives of the City of Milwaukee (including, but not limited to, its DNS and its Police and Fire Departments) and representatives of RACM, may be (but do not have to be) on-site to monitor and observe CAM 's use and occupancy, and Event activities, and to ensure compliance with this Agreement. They shall be allowed access.

7. **License Fee; Insurance.** Prior to and as a prerequisite to ANY entry onto the ABM Strip, CAM shall pay RACM, in good funds, a nonrefundable license fee of $1.00, which fee will not be reduced or returned, and CAM shall provide RACM with evidence of insurance – including certificates of insurance - meeting RACM's prior approval (not to be unreasonably withheld), meeting the requirements and minimum coverages outlined on **EXHIBIT A** attached. During the course and duration of this License, CAM must ensure that RACM-required insurance is in place, the cost of which insurance is CAM's responsibility.

8. **Restoration; No Liens.** Before ***10 P.M. on Saturday, October 31, 2015***, the Event Contact shall walk the ABM Strip to ascertain site conditions. The Event Contact shall coordinate this walk-through with RACM's Dan Casanova, and Mr. Casanova may require that he be in attendance for the walk-through. The ABM Strip must be left in broom-clean condition, free from litter and debris, free from any personal or other property brought to the site for the Event or for use under this License, and the ABM Strip must be returned to RACM in the same condition as existed prior to CAM entry rights hereunder, with *only* reasonable, conventionally accepted wear and tear excepted, but in un-damaged condition. Also before ***10 P.M. on Saturday, October 31, 2015***, CAM must repair and restore the ABM Strip so as to conform to the foregoing sentence. CAM shall keep the ABM Strip free of lien or asserted lien resulting from or attributable to its activities hereunder, or from Event activities, or to use, occupancy or operations associated, directly or indirectly, with the Event or hereunder. CAM shall not install, or allow to be installed, any permanent improvement, and may not make, or allow to be made, any alteration of the ABM Strip. Any signage or other Event booths, apparatus or equipment must be temporary in nature and must be removed before ***10 P.M. on Saturday, October 31, 2015***.

9. **Wisconsin Law.** This Agreement shall be construed in accordance with Wisconsin law.

10. **Assignment.** CAM may not assign, convey, or transfer, any right under this License (or any right to enter the ABM Strip), or sublicense its license rights hereunder, to any party without RACM's prior written consent which is within RACM's sole discretion.

12. **Counterparts.** This document may be executed in one or more counterparts, and facsimile and/or email/pdf signatures shall be acceptable as originals.

Dated as of the date first written above. This License was executed by the parties hereto, by their duly authorized representatives and signatories.

RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE

By:_____
Bill Schwartz, Chair

And By:_____
Dave Misky, Asst. Executive Director/Secretary

RACM Resolution No. _____, approved on May 21, 2015.

CAM: CREATIVE ALLIANCE MILWAUKEE, INC.

By:_____

Name Printed:_____

Title:_____

EXHIBIT A – INSURANCE REQUIREMENTS

A. General Requirements

A certificate of insurance acceptable to RACM evidencing the insurance requirements is to be provided.

Certification shall state that the insurance policies issued to **CAM** (the licensee, in this **EXHIBIT A** called the "**Contractor**") meet the requirements as outlined below. All certificates are to be provided at the sooner of **(i)** entry onto the ABM Strip under the License, or **(ii)** within 30 days of final execution of this Contract. If the Contractor does not comply with this provision of the Contract, RACM has the authority to declare the License (in this **EXHIBIT A** called the "**Contract**") terminated.

All policies shall state that RACM shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverage required by RACM for the duration of this Contract.

Insurance companies must be acceptable to RACM and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form.

If subcontractors (or separate food, merchandise, or beverage providers) are used, each must meet all requirements in section A and B.

B. The minimum insurance requirements are as follows:

(1) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory Coverage
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	$1,000,000 each occurrence
General Aggregate	$2,000,000 aggregate
Personal & Advertising Injury Limit	$1,000,000 each occurrence
Products - Completed Operations Aggregate	$2,000,000 aggregate

Medical Expense	$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.
- RACM, and ABM Parking Services shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

  "If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance."
- Coverage shall apply to the risks associated with or arising out of the services provided under – or activities contemplated by - this Contract.

(3) Auto Liability

Combined Single Limit	$1,000,000 each accident
Medical Expense	$ 10,000 each person

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).
- Coverage shall include contractual liability for risks assumed in this contract.

(4) Liquor Liability (if alcohol is served)

Combined Single Limit	$1,000,000 each accident

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- RACM shall be added as an additional insured using ISO form CG2026 or its equivalent.

(5) Umbrella (Excess) Liability

Umbrella (excess) Liability	$5,000,000 per occurrence
	$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.
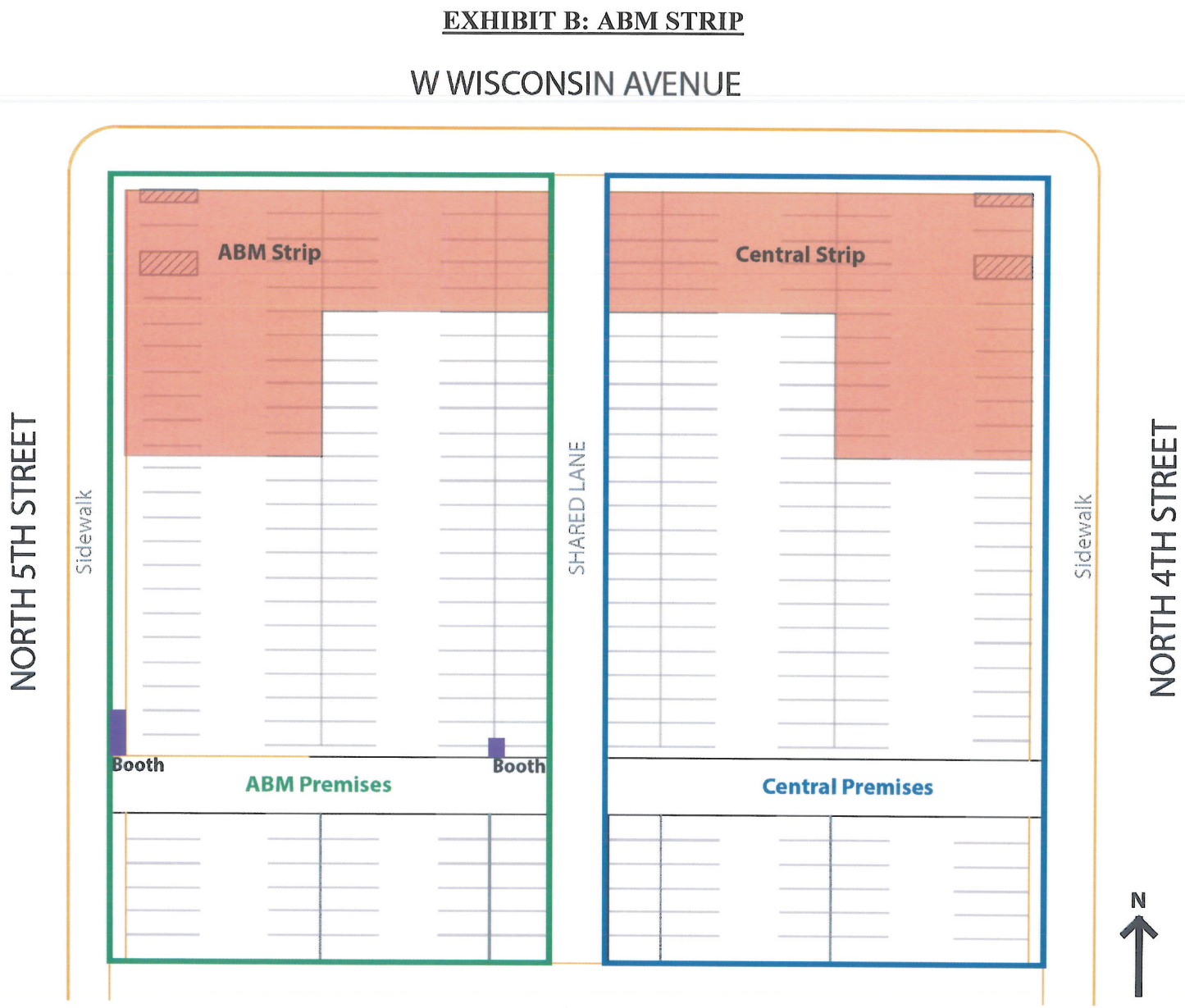
EXHIBIT B: ABM STRIP