

PIER WISCONSIN PUBLIC IMPROVEMENT WORK

TERMS & CONDITIONS

Assignment of Responsibilities

1. Pier Wisconsin shall be responsible for design of the required public improvements.
2. Pier Wisconsin shall be responsible for construction of the required public improvements.
3. City of Milwaukee shall provide its standard specifications as the basis for the public improvement designs.
4. City of Milwaukee shall review and approve the public improvement designs prepared by Pier Wisconsin.
5. City of Milwaukee shall submit sewer plans to the Milwaukee Metropolitan Sewerage District for its approval.
6. City of Milwaukee shall inspect the public improvement construction work.
7. City of Milwaukee shall provide water fittings and materials as necessary.
8. Per the approved lease agreement, City of Milwaukee shall credit the first \$390,000 of verified public improvement costs incurred by Pier Wisconsin against the Initial Rent for the site.
9. With the exception of street signage, Pier Wisconsin shall be solely responsible for all public improvement costs over and above the Initial Rent amount.
10. Unless otherwise agreed, City of Milwaukee and Pier Wisconsin shall jointly work with other entities in the immediate area to inform them of the public improvement work and to minimize impacts upon their activities.
11. City of Milwaukee shall own all of the public improvements constructed or installed under the terms of this agreement.
12. With the exception of streetlights and trees, City of Milwaukee shall maintain the public improvements constructed or installed under the terms of this agreement in a manor consistent with its maintenance of similar public improvements throughout the city.

13. Pier Wisconsin shall maintain the streetlights and the trees installed under the terms of this agreement.

Scope of Public Improvement Work

Public improvement work for the Pier Wisconsin project shall be defined as design of the improvements, review and approval of design documents, construction or installation, provision of materials and fittings, and inspection of the construction or installation activities. The following public improvements are expected to be constructed in conjunction with Pier Wisconsin:

1. Existing East Michigan Street from approximately Art Museum Drive easterly to the eastern tip of Municipal Pier will be abandoned and replaced with a new asphalt street.
2. Existing sanitary sewer within the boundary of the site will be abandoned and replaced with new sanitary sewer located in the alignment of the new E. Michigan Street.
3. Existing water main within the site will be abandoned and replaced with new water main located in the alignment of the new E. Michigan Street.
4. Existing cobra style streetlights along E. Michigan Street will be replaced with a combination of low level bollard lights and overhead lights, the style of both to be determined by Pier Wisconsin.
5. Public sidewalk will be constructed along the south side of the new E. Michigan Street. There will be no public sidewalk along the north side of new E. Michigan from the westernmost Pieces of Eight parking lot entrance to the eastern terminus of the street.
6. Trees will be planted on both sides of the public sidewalk to be constructed along the south side of the new street. The number, species, and spacing of the trees shall be determined by Pier Wisconsin.

Documentation of Costs

Pier Wisconsin shall provide documentation, in a format satisfactory to the City of Milwaukee Commissioner of Public Works, confirming that its actual expenditures on public improvements totaled at least \$390,000. The Commissioner shall confirm that the prices paid for the public improvements by Pier Wisconsin are in line with typical prices paid for such work. If documented expenditures turn out to be less than \$390,000, Pier

Wisconsin shall pay the difference to the City as Initial Rent under the terms of the lease agreement.

Streetlight Operation & Maintenance

The streetlights installed under the terms of this agreement (both bollard lights and overhead lights) shall belong to the City of Milwaukee but shall be operated and maintained by Pier Wisconsin. Details of this operation and maintenance arrangement are summarized below. A separate agreement between Pier Wisconsin and the City of Milwaukee will be developed to memorialize these provisions.

1. Pier Wisconsin shall operate and maintain the streetlights in a manner consistent with City of Milwaukee maintenance and operation of its streetlight system.
2. Streetlights shall be on separate circuitry and linked to a Pier Wisconsin controlled power source. Pier Wisconsin shall pay all energy costs associated with powering the streetlights.
3. Pier Wisconsin shall ensure that the daily hours the streetlights are illuminated are at least as long as those for City of Milwaukee operated streetlights.
4. City of Milwaukee shall make an annual payment to Pier Wisconsin in an amount equal to the amount it would otherwise pay to WE Energies for powering standard and customary overhead streetlights. The annual payment shall be calculated using the following formula:

$$([B \times W \times N] / 1000) \times R = A \quad \text{where}$$

B = the number of burn hours per year (currently 4200)
W = watts per fixture (214 for a typical cobra head street light)
N = the number of existing street lights to be replaced
R = the electric rate per kilowatt hour; and
A = the annual allowance

FOR PIER WISCONSIN

Acknowledged and accepted _____ **Date** _____
Signature

Printed Name

FOR THE CITY OF MILWAUKEE

Acknowledged and accepted _____
Commissioner of Public Works

Printed Name

Date