

THIS AGREEMENT, By and between Deer District LLC, hereinafter known as "Developer", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

IN CONSIDERATION of the sum of One Dollar (\$1.00) to each party in hand paid by the other, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained.

WHEREAS, The Developer is responsible for constructing the Bucks Arena, Public Plaza, and Live Block as part of the Greater Arena Project subject to the Cooperation, Contribution, and Development Agreement (Milwaukee Bucks Arena Project) dated December 22, 2015; and

WHEREAS, The Developer has requested an agreement that provides for infrastructure improvements to West Highland Avenue including the intersections at North Old World Third Street and North 4th Street in excess of what was anticipated in the Development Agreement; and

WHEREAS, The public improvements could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated.

NOW, THEREFORE, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations,

IT IS AGREED, By and between the parties hereto that:

1. Funding Obligation

Developer agrees to provide all funds necessary for design and construction of the public improvements, materials inspections, construction inspections and any related City work necessitated by the project.

2. Developer to Design Public Improvements

The Developer shall let and administer one or more design contracts for the sewer, water, underground conduit, street lighting, and paving infrastructure required to serve the property. Plans shall be prepared to City specifications and approval by the Commissioner of Public Works. All such plans shall be required prior to commencement of any improvement work. All City costs associated with review of plans prepared by others shall be the Developer's responsibility. To expedite the City's review, Developer shall provide plans for the public improvements as follows:

- a. Paving plans shall be submitted upon approval by the City Engineer of site grades established.
- b. Sewer plans shall be submitted only after the paving plans have been approved by the Commissioner. Copies of the approved paving plans shall be submitted along with the sewer plans.
- c. Water plans shall be submitted only after paving and sewer plans have been approved by the Commissioner. Copies of approved paving and sewer plans shall be submitted along with the water plans.

- d. Street lighting plans shall be submitted only after paving plans have been approved by the Commissioner.

3. Construction Option

Upon mutual concurrence of Developer and the Commissioner of Public Works, Developer may let and administer construction contracts for one or more of the public improvements covered by this Agreement. In the event Developer manages one or more public improvement construction contracts, City shall perform its normal inspections during the course of construction. In addition, Developer agrees to make a good faith effort to comply with and administer on behalf of the City, all applicable City rules and requirements pertaining to Small Business Enterprise and local resident involvement in the construction contracts.

Developer shall not authorize any changes in improvement plans without the prior approval of the Commissioner of Public Works.

4. Site Grading

Grading plans shall be reviewed and approved by the Commissioner of Public Works. The grading plan must be approved prior to design engineering of the public improvements. Grading shall be to within three (3) inches of the roadway sub-grade as established in the paving plans. Grading shall match design grades at the right-of-way line. Material in any fill areas shall be placed in accord with Section 401.5 of the City of Milwaukee Department of Public Works' Street Construction Specifications dated July 1, 1992. The Developer is responsible for obtaining any and all permits required to undertake grading activities.

5. Paving Improvements

Urban cross-section streets typically include a base course and finish

course of asphalt pavement along with concrete curb and gutter. Per paragraph 2 above, plans for paving improvements shall be prepared by the Developer. The estimated cost for the City's review of the paving plans is \$ 3,000. The estimated costs to construct the paving improvements is \$800,000 and will be completed and paid for by Developer. The estimated costs to inspect the paving improvements are as follows:

Inspection	\$23,000
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6. Utility Laterals

Sanitary sewer and water laterals will be installed for each lot. These may be installed by Developer under permit from the City's Department of Neighborhood Services, which would inspect the work. The cost of laterals is not included in the preceding sewer and water estimates.

7. Street Lights

Street Lights will be installed as part of the paving. Per paragraph 2 above, plans for paving improvements shall be prepared by the Developer. The estimated cost for the City's review of the street lighting plans is \$ 2,000. The installation of City poles will be completed with the paving improvements by Developer. The estimated costs to City to provide temporary overhead, permanent underground, wire, energize, and inspect the street lighting improvements are as follows:

Construction	\$ 41,000
Inspection	\$ 9,000

8. Street Trees

Street trees will be planted by Developer in approved locations submitted with the paving plans. There is no additional cost for design engineering or inspections.

9. Other Improvements

Developer agrees that any utility and access improvements necessary in addition to those listed above shall be its responsibility and shall be undertaken by Developer at its sole expense. Developer further agrees that the City shall review and approve plans for any work to occur in the public right-of-way. Permits necessary for any such work shall be obtained by Developer or other responsible parties.

10. Private Utilities

Developer agrees that all private utility lines necessary to provide telephone, communications, electrical, and gas services to the development shall be installed underground, except where the City Plan Commission finds that such underground installations are not feasible.

11. Design Engineering Deposit

Developer shall deposit a total \$5,000 with the City to cover the estimated cost of reviewing the plans prepared by Developer's consultant.

12. Funding Guarantee for Construction

The Developer shall submit an irrevocable Letter of Credit or other funding guarantee, satisfactory in format to the City Attorney, in an amount equal to the estimated construction contract cost for the public infrastructure improvements described herein prior to the award of any public improvement contracts, whether privately or publicly let. At the request of the Developer, the actual contract amount for the various improvements may be substituted for the estimated costs. In addition, the amount of the LOC may be reduced periodically to reflect payments made to contractors. Any such reductions shall be approved by the Commissioner of Public Works.

Any and all irrevocable Letters of Credit shall guarantee that the Developer's bank or savings and loan will provide the required funds to cover the contract cost of installing the applicable infrastructure improvements and will, upon simple request by the Commissioner of Public Works and the City Treasurer, release same to City as required, all such funds to be furnished interest free. The Letter of Credit or other funding guarantee shall be submitted to the City prior to the City or the Developer entering into any contracts for installation of public improvements.

13. City Force Work Costs

If the Developer lets construction contracts, the City force work cost estimate is \$78,000. This estimate includes those items listed above except water fittings. If required, Developer shall be responsible for purchasing his own water fittings subject to review and approval by the Commissioner.

14. Payments

Developer is to deposit full amount of City force work costs prior to the start of any construction. It shall be understood and agreed that where Developer funded work covered under the terms of this Agreement does not proceed to the bid or contract stage, the City shall still retain a sufficient amount of the Developer's engineering fund deposit to cover expenses incurred by the City for plan review work commenced by the City at the Developer's request.

Upon completion of the public improvements and all associated City work, City shall return any unspent portions of the Developer's cash deposits

(i.e. the Plan Review Deposit and the Construction Engineering Deposit) to the Developer.

15. Inspections

Both parties agree that all materials furnished and all work performed hereunder shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by City being established as the wages of the person or persons engaged in such work plus all costs of overhead.

16. Ownership of Public Improvements

It is understood and agreed by both parties hereto that upon completion of the public improvements, title to all public facilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of operation and maintenance in accordance with the standard practice.

17. City Ordinances and Regulations

City warrants that all work shall be undertaken in accord with City standard and customary public works contracting procedures unless such work is to be undertaken by City Forces or by Developer per paragraph 3.

It is further understood and agreed that this Agreement is subject to all City ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the Developer, its lessees, successors and assigns, and upon the City, its successors and assigns.

DEVELOPER

IN WITNESS WHEREOF, the Developer has caused this document to be signed and sealed this ____ day of _____, 2018.

Developer

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this _____ day of _____, 2018.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller