

**BUS SHELTER
ELECTRICAL SERVICES AGREEMENT**

THIS AGREEMENT, By and between Eller Media Company, hereinafter known as “Company”, 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 Company has entered into an agreement with Milwaukee County which allows the Company to install advertising bus shelters at up to 50 locations in the city of Milwaukee; and

WHEREAS, In return for this privilege, the Company has agreed to, among other things, fund the cost of initial installation and to assume responsibility for ongoing maintenance of the advertising bus shelters; and

WHEREAS, By adoption of resolution number 980393 on October 9, 1998, the City of Milwaukee has authorized placement of advertising bus shelters in public rights-of-way under control of the City on a “pilot project” basis; and

WHEREAS, Resolution number 980393 establishes a variety of standards and restrictions governing the placement, maintenance and operation of advertising bus shelters in City rights-of-way; and

WHEREAS, Among the standards and restrictions is a two year limit from the date of installation on the time the advertising shelters can remain in place without further Common Council action; and

WHEREAS, The initial installation of the advertising bus shelters has been delayed because of complications in securing the necessary electrical power to illuminate the shelters and their associated advertising; and

WHEREAS, At certain of the proposed shelter locations it appears that a connection to an existing electrical outlet box on City of Milwaukee street lights could provide the necessary power source; and

WHEREAS, At certain other of the proposed shelter locations it appears that the only feasible power source would be from City of Milwaukee street light electrical circuitry; and

WHEREAS, The City could provide an electrical connection under both of these

conditions and could recoup the cost therefore as well as the cost of ongoing electricity consumption by the advertising shelters under the terms of a “Bus Shelter Electrical Service Agreement”;

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**

Company agrees to provide all funds required to connect its advertising bus shelters to City of Milwaukee street lighting electrical circuitry. This obligation includes the cost of City force work and materials as well as any direct costs the Company may incur. In addition, Company agrees to reimburse the City on an annual basis for the cost of actual electricity consumed to power the bus shelters connected to City facilities. Finally, Company agrees to assume all costs associated with any required maintenance of or repairs to the system of electrical alterations and connections encompassed by this agreement.

2. **Permits Required**

All work performed in the public right-of-way by the Company or its agents related to the installation of and electrical service connections to advertising bus shelters shall be subject to normal City of Milwaukee permitting procedures and standards.

3. **Advertising Bus Shelter Locations**

The location of all advertising bus shelters shall be reviewed and approved by the City of Milwaukee Department of Public Works using its normal procedures and standards.

4. **Shelters Connected to Outlets**

In the event that a non-City of Milwaukee source of electrical power is not reasonably available to serve an advertising bus shelter and said shelter would be sited in a location otherwise acceptable to the City, the Department of Public Works shall determine whether an existing outlet on an existing light pole could provide power to the shelter. When an outlet is available:

- a. The Company shall install conduit in the sidewalk area between the shelter and the affected light pole, shall make the electrical connections at the shelter, and shall run wire through the

conduit.

- b. Department of Public Works forces shall make the electrical alterations and connections at the outlet.

5. **Shelters Connected to Street Light Circuitry**

In the event a non-City source of power and a City light pole outlet are both unavailable but the proposed shelter would be in an acceptable location, the City shall attempt to draw power from its street light system circuitry to light the shelter. City forces shall undertake all alterations and connections on City lighting facilities required to accomplish this. The Company shall install conduit in the sidewalk area between the shelter and the affected light pole, shall make the electrical connections at the shelter, and shall run wire through the conduit.

6. **Annual Electrical Charges**

The Department of Public Works shall, on an annual basis, bill the Company for the cost of electricity consumed to illuminate the advertising bus shelters connected to City of Milwaukee facilities. The bill shall be based upon actual electric rate paid by the City and upon actual consumption of electricity by the shelters. Shelter electric consumption shall be determined as follows:

7. **Shelter Locations**

A tentative list of proposed advertising bus shelters that would fall under the terms of this agreement is attached at Exhibit "A". Shelters not on this list may be installed and illuminated from City power sources as long as they are done so in accord with all terms and conditions of this agreement.

8. **Consistency with Adopted City Policy**

Nothing in this agreement shall be construed to supercede or alter any of the provisions or the intent of Common Council resolution number 980393.

9. **Funding**

Prior to any work being performed by City forces under the terms of this agreement, Company shall deposit an amount as determined by the Commissioner of Public Works to cover the expected cost. Prior to any work being performed by the Company or its agents in accord with the terms of this agreement, the Company or its agent shall deposit an amount as determined by the required permit process. Any actual cost incurred by the City in excess of the deposited amount shall be billed to the Company. Any portion of Company's deposit remaining at the completion and final billing of the work shall be refunded.

10. **City Ordinances and Regulations**

It is understood and agreed by the parties hereto that this agreement is subject to all City ordinances and regulations and nothing herein shall be deemed to waive or supercede such requirements

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

IN WITNESS WHEREOF, the Company has caused this document to be signed and sealed this ____ day of _____, 2001.

In Presence Of:

Eller Media Company

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2001, who executed the foregoing instrument, and acknowledged that they executed the same.

Notary
Public, State of Wisconsin

My Commission expires:

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 _____, 2001.

In Presence Of:

CITY OF MILWAUKEE

John O. Norquist, Mayor

City Clerk

COUNTERSIGNED:

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2001,
John O. Norquist, Mayor of the City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. _____ adopted _____, 2001.

Notary Public, State of Wisconsin

My Commission expires: _____

