

**FOURTH AMENDMENT TO
RIVERWALK DEVELOPMENT AGREEMENT, FIRST
AMENDMENT TO DOCKWALL DEVELOPMENT LOAN AGREEMENT
AND THIRD AMENDMENT TO COOPERATION AGREEMENT**

This Fourth Amendment to Riverwalk Development Agreement, First Amendment to Dockwall Development Loan Agreement and Third Amendment to Cooperation Agreement is entered into as of _____, 2002 by the CITY OF MILWAUKEE ("City"), the BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 2 (the "Board") and the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ("RACM").

RECITALS

A. The Board is the governing body of Business Improvement District No. 2 created pursuant to Chapter 66.1109, Wis. Stats.

B. The City and the Board entered into an agreement dated as of June 23, 1998 entitled Riverwalk Development Agreement for Business Improvement District No. 2 (the "Initial Riverwalk Agreement") pursuant to which the Board and the City agreed to cooperate in the development of a certain riverwalk system (the "Riverwalk"), as more particularly identified in the Initial Riverwalk Agreement. The City and the Board entered into a First Amendment to Riverwalk Development Agreement dated as of July 30, 1998 (the "First Amendment"). Pursuant to the First Amendment, the MIAD Riverwalk (as defined in the First Amendment) was added to the Riverwalk as a Project Segment to be constructed by the Board. The City and the Board also entered into a Second Amendment to Riverwalk Development Agreement dated as of February 9, 1999 (the "Second Amendment") and an Assignment, Assumption and Amendment Agreement dated as of July 22, 1999 which, by its terms, constituted a third amendment to the Initial Riverwalk Agreement (the "Third Amendment"). (The Initial Riverwalk Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to as the "Riverwalk Agreement.")

C. The City and the Board entered into an agreement dated as of December 31, 2000 entitled City of Milwaukee and Board of Business Improvement District No. 2 Dockwall Development Loan Agreement (the "Dockwall Agreement") pursuant to which the City agreed to lend funds to the Board for the purpose of performing certain dockwall work in order to assist with the development of the Riverwalk.

D. The City and RACM entered into a Cooperation Agreement - 511 East Menomonee Street and 151 North Jackson Street Blight Designation Project, Contract No. 90-180 (RA) dated as of February 28, 1991 (the "Cooperation Agreement") providing for the disposition of certain funds between the City and RACM. The City and RACM entered into a First Amendment to the Cooperation Agreement dated as of October 1, 1994 (the "First Amendment") and a Second Amendment to the Cooperation Agreement dated as of January 25, 2000 (the "Second Amendment"). (The Cooperation Agreement, the First Amendment and the Second Amendment are collectively referred to as the Cooperation Agreement.)

E. The City and the Board desire to enter into this amendment to the Riverwalk Agreement, the Dockwall Agreement and the Cooperation Agreement so as to eliminate the development of the MIAD Riverwalk from the Board's responsibilities under the Riverwalk Agreement, modify the budgets and completion dates for the work to be performed by the Board reallocate between the City and RACM the funds to be made available to the Board and provide for the orderly development and completion of the Riverwalk.

F. The Common Council of the City, via Resolution File No. _____ has approved this amendment to the Riverwalk Agreement, the Dockwall Agreement and the Cooperation Agreement and authorized the proper City officers to execute same on the City's behalf.

G. RACM, via Resolution File No. _____ has approved this amendment to the Cooperation Agreement and authorized the proper RACM officials to execute same on RACM's behalf.

H. The Board has approved this amendment to the Riverwalk Agreement and the Dockwall Agreement and authorized Einar Tangen to execute same on the Board's behalf.

AGREEMENT

Now, therefore, in accordance with the Recitals and the terms and conditions set forth herein, the City and the Board agree as follows:

1. Exhibit B to the Riverwalk Agreement, setting forth the Description of Project Segments, is revised and restated as shown on Exhibit B attached hereto. All references to Exhibit B in the Riverwalk Agreement shall hereafter refer to the Exhibit B attached to this amendment.

2. Exhibit C to the Riverwalk Agreement, setting forth the Estimated Construction Budget and Schedule, is revised and restated as shown on Exhibit C attached hereto. All references to Exhibit C in the Riverwalk Agreement shall hereafter refer to the Exhibit C attached to this amendment.

3. The MIAD Riverwalk is hereby deleted from the Project Segments to be developed by the Board pursuant to the Riverwalk Agreement and, accordingly, the costs for the MIAD Riverwalk are deleted from Exhibit C. Development of the MIAD Riverwalk shall proceed in accordance with a separate agreement to be entered into between MIAD and the City and the funding for the MIAD Riverwalk shall be governed by the terms of that certain Riverwalk Development Agreement for Milwaukee Institute of Art and Design between MIAD and the City dated as of February 24, 1999 (the "MIAD Agreement"). Notwithstanding the foregoing, the City may, in providing funds to MIAD pursuant to the MIAD Agreement, set off against any funds due MIAD under the MIAD Agreement the amount of any funds previously advanced by the City to the Board for soft costs attributable to the MIAD Riverwalk that would be payable by MIAD to the Board under that certain Soft Cost Reimbursement Contract between MIAD and the Board dated as of October 27, 1999.

4. The overall budget for the Riverwalk is increased from \$5,118,909 to \$8,243,709, as shown on Exhibit C. The sources of the funds to pay for the Riverwalk are set forth on Exhibit C-1 attached hereto. As shown on Exhibit C-1, the amount of the City Share is increased from \$3,750,109 to \$5,995,809, the amount of the City Loan to the Board remains at \$688,800 and the Board will contribute \$1,559,100. The Board's contribution of \$1,559,100 consists of \$950,000 of federal grant funds and \$609,100 that the BID will obtain through assessments against property owners pursuant to the Board's annual operating plans (the "Assessable Share"). If, after the Board has expended the City Share, the City Loan and the Board's federal grant funds, the Board fails to fund the Assessable Share through assessments or otherwise, then the City shall be authorized to include assessments for the Assessable Share in the Board's annual operating plans as such plans are annually approved by the City.

5. The parties contemplate that construction of all Project Segments of the Riverwalk shall have been commenced by December 31, 2004, subject to the Force Majeure provisions of section 11 of the Riverwalk Agreement. Accordingly, the first sentence of section 2(f)(ii) of the Riverwalk Agreement is revised to substitute "December 31, 2004" for "December 31, 2000."

6. The first sources of funds to be used for payment of construction draws for all Project Segments other than the Buffalo Street Abutment Project Segment and the Riverwalk Plaza Project Segment shall be the City Share and

City Loan, disbursed pursuant to section 1(d) of the Riverwalk Agreement and allocated to the City Share and City Loan in proportion to the ratio that each of such components bears to the total of such components (i.e., 89.7% of each draw request funded pursuant to section 1(d) shall be deemed to be from the City Share and 10.3% of each such funded draw request shall be deemed to be from the City Loan). After disbursement of the entire amount of the City Share and the City Loan (\$6,684,609), all draw requests shall be funded entirely from funds contributed by the Board.

With respect to the Buffalo Street Abutment Project Segment, the Board shall initially advance all of the costs of the work for such Project Segment and the City shall subsequently reimburse the Board for 100% of the funds so advanced, as part of the City Share, in accordance with the December 26, 2001 letter from the Commissioner to the Board, a copy of which is attached hereto as Exhibit C-2. With respect to the Riverwalk Plaza Project Segment, all funds advanced for such Project Segment shall be allocated to the City Share.

7. The Dockwall Agreement is hereby amended to increase the amount of the City Loan (as defined in the Dockwall Agreement) to be provided by the City to the Board from \$500,000 to \$1,000,000. Further, the City agrees to reimburse the Board for dockwall work previously performed by the Board on City property in an amount up to \$150,000.

8. The Dockwall Agreement is further amended to change the date set forth in section 7 of Article II from "November 30, 2001" to "November 30, 2003."

9. The Cooperation Agreement is hereby amended to provide that all of the funds to be provided for the City Loan under the Dockwall Agreement shall be the funds identified in the Cooperation Agreement. Accordingly, the \$500,000 originally earmarked for the City Loan under the Dockwall Agreement may be reprogrammed by the City for other uses.

10. Except as otherwise indicated, all capitalized and defined terms used herein shall have the meanings ascribed to such terms in the Riverwalk Agreement and the Dockwall Agreement. In the event of any inconsistencies between the

Riverwalk Agreement and this amendment or between the Dockwall Agreement and this amendment, the terms of this amendment shall control in each instance.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

IN THE PRESENCE OF:

BUSINESS IMPROVEMENT
DISTRICT NO. 2

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

BY _____

Chairman

BY _____

Executive Director-Secretary

Approved as to Form, Execution
and Content this _____ day of
_____, 2002.

_____ City Attorney

EXHIBIT B

Description of all Project Segments

SEGMENT	LENGTH	LOCATION
1. Phase I	Estimated 900 feet of Riverwalk	<ul style="list-style-type: none">• Entry Park• St. Paul to Buffalo• Buffalo Street Improvements• 249, 233 & 105 N. Water Street• Chicago Street End Bump Out
2. Phase II	Estimated 450 feet of Riverwalk	<ul style="list-style-type: none">• 223, 221, 219, alley, 215, 125 & 102 N. Water Street• 223 & 239 E. Erie Street
3. Riverwalk Plaza	Estimated 180 feet of Riverwalk	<ul style="list-style-type: none">• 141 & 201 N. Water Street• Chicago Street
4. Buffalo Street Abutment	n/a	<ul style="list-style-type: none">• Abutment into River

EXHIBIT C

Estimated Construction Budget and Schedule¹

SEGMENT	CITY SHARE	BID PRIVATE SHARE	BUDGET ²
1. Phase I	\$3,680,000	\$1,390,000	\$5,070,000
2. Phase II	\$1,872,100	\$857,900	\$2,730,000
3. Riverwalk Plaza	\$393,709	\$-0-	\$393,709 ³
4. Buffalo Street Abutment	\$50,000	\$-0-	\$50,000
TOTAL	\$5,995,809	\$2,247,900	\$8,243,709

¹All Project Segments are expected to be commenced by December 31, 2004 and completed by December 31, 2005.

²Funds to cover DPW review of contracts, payment applications, etc., included in totals.

³This sum represents an estimate of funds available from the February 19, 1998 Riverwalk Development Agreement between Historic Riverwalk Plaza LLC and the City (subject to reduction based upon expenditures incurred under such Agreement) and an additional grant from the City of \$120,000.

EXHIBIT C-1

SOURCE OF FUNDS

City Share	\$5,995,809
City Loan	\$688,800
Funds Contributed by the Board	<u>\$1,559,100</u>
TOTAL	\$8,243,709



Department of Public Works
Infrastructure Services Division

December 12, 2001

Ms. Julie A. Penman, Commissioner
Department of City Development
809 North Broadway, 2nd Floor

Subject: Buffalo Street East Abutment Removal
and Tie Back System Installation

Dear Ms. Penman:

The intent of this letter is to inform you that a Helical Anchor Tieback System is recommended for anchoring the future remains of the east abutment on Buffalo Street for the Third Ward Riverwalk project.

These helical anchors will penetrate this remaining concrete abutment, will be drilled into the soil at approximately 30 degrees from horizontal and will be grouted in place along the abutment penetrations after drilling. Some of the existing timber piling and the existing timber (Wakefield) sheeting had been inspected by structural consultants Graef, Anhalt and Schloemer and had been reported to be in good condition. Portions of the existing timber piling and sheeting which remain underwater are likely to remain in good condition. The potential exists that the design life of the existing timber piling and sheeting, with the new helical anchors, could match the design life of the Third Ward Riverwalk. However, this life expectancy cannot be guaranteed.

Prior to issuing this helical anchor recommendation, studies and estimates were prepared.

The studies, which were based upon modern soils and structural analyses, indicate that the abutment's existing timber piling, with deteriorated steel tierods, is overstressed due to the horizontal force of the soil. Moreover, the existing timber piling system designed in 1913, even with replacement of originally sized tierods, is also overstressed.

Three estimates prepared for anchoring the remaining bottom portion of the concrete abutment are as follows:

Mariano A. Schifalacqua
Commissioner of Public Works
James P. Purko
Deputy Commissioner of Public Works
Jeffrey S. Polenske
City Engineer

REFERRED
BY PENMAN
TO WIZ
DATE 12-18-01
 ACTION
 INFORMATION
COPIES TO: PARK,
MADSEN,
MCCAR,
MAD

Ms. Julie A. Penman
December 12, 2001
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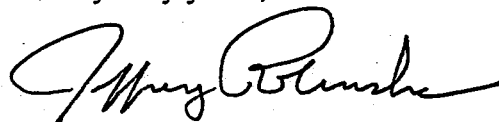
We request that the design and construction work outlined above include submittal of design calculations and detailed plans for our review prior to the start of helical anchor tieback installation.

Attached are copies of abutment and piling plans for the original construction of the existing abutment and pilings and a 1977 bridge removal plan which shows an approximate location for a limestone abutment which predates the 1913 construction and may have remained on site. Please forward these copies to Engberg-Anderson. This architect has already been provided with utility locations by Diggers Hotline via Infrastructure Services Division.

The recommendation of new Helical Tiebacks to anchor the remaining Buffalo Street abutment (Option 2) will offer the possibility of the riverwalk to be anchored at the abutment to resist ice forces that would not be possible if the existing tierods were only replaced (Option 1). The estimates provided are based on a preliminary design and do not include costs for additional tiebacks required to resist ice forces. However, there may be cost savings to the Historic Third Ward and the City by using new helical anchors that could be sized to resist not only the soil loads but the ice loading as well.

If you should have any questions or concerns regarding this work, please contact Mr. George Roemer (Ext. 5595) of my staff.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer

GR:cjb

Enclosures

c: Mr. Thomas Miller