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(ITEM ) From the Director, Department of Transportation, and the Interim Airport Director requesting authorization to enter into an agreement with Taste, Inc., doing business as Vino Volo for the development and operation of a specialty retail wine concession on Concourse C at General Mitchell International Airport for a term of seven years, with the option to extend the agreement for three additional one-year terms, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, Milwaukee County solicited proposals from interested parties under Official Notice No. 6894 to develop and operate a specialty retail wine concession on Concourse C and Concourse D at General Mitchell International Airport; and

WHEREAS, one responsive proposal was received from Taste, Inc., doing business as Vino Volo for the location offered on Concourse C; and

WHEREAS, the Committee on Transportation, Public Works, and Transit, at its meeting of September 10, 2014, recommended adoption of the Department’s request (vote 7-0); and

WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of September 18, 2014, also recommended adoption of the Department’s request (vote 9-0); now, therefore,

BE IT RESOLVED, that the Director of Transportation and the County Clerk are hereby authorized to enter into an agreement with Taste, Inc., doing business as Vino Volo, for the development and operation of a retail wine concession on Concourse C at General Mitchell International Airport, under standard conditions for similar concessions, inclusive of the following:

1. The agreement will be for a term of seven years, with the option to extend the Agreement for three additional terms of one year each at the County’s sole discretion.
2. Taste, Inc., doing business as Vino Volo shall pay to the County annually the greater of a Minimum Annual Guarantee of \$90,000 or 12% of gross receipts derived from retail sales, and 13% of gross receipts derived from food and beverage sales.
3. The Minimum Annual Guarantee will be \$90,000 for the first year of the Agreement, and will be adjusted annually to a sum of money equal to 85% of the total fees payable for the previous 12 month period, but will not be less than \$90,000.

- 47 4. Taste, Inc., doing business as Vino Volo will invest approximately \$531,293 in  
48 developing and equipping the facility.  
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- 50 5. Within 120 days of completion of the improvements, Taste, Inc., doing business  
51 as Vino Volo shall submit a certified cost statement to the Airport Director,  
52 showing the cost of construction, which shall be the basis for establishing a  
53 written amortization schedule. The costs of all leasehold improvements shall be  
54 amortized on a straight-line basis over a seven year period commencing as of  
55 the Date of Substantial Beneficial Occupancy of the facility.  
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- 57 6. Taste, Inc., doing business as Vino Volo shall make a good faith effort to adhere  
58 to the Airport Concessions Disadvantaged Business Enterprise (“ACDBE”)  
59 program submitted with its proposal, which assures that 25% of the gross  
60 receipts derived from the operation of its business at the Airport be attributed to  
61 the ACDBEs certified by Milwaukee County throughout the agreement term.  
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- 63 7. Taste, Inc., doing business as Vino Volo shall maintain appropriate insurances as  
64 determined by the County’s Risk Manager, and comply with all federal, state, and  
65 local laws and ordinances.  
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