



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

February 1, 2008

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed original of Contract No. 07-062 (RA), dated December 10, 2007, between the City of Milwaukee, Redevelopment Authority of the City of Milwaukee, First Place LLC, and Key Bridge Group, Inc. This pertains to the 106 West Seeboth Street Riverwalk Development Agreement.

Please insert this agreement into Common Council Resolution File No.060895, adopted December 12, 2006.

Sincerely,



for Rocky Marcoux
Commissioner

Enclosure

**106 WEST SEEBOTH STREET
RIVERWALK DEVELOPMENT AGREEMENT**

This Agreement is made this 10th day of December, 2007, by and among the City of Milwaukee ("City"), the Redevelopment Authority of the City of Milwaukee ("RACM"), First Place Milwaukee LLC, a Wisconsin limited liability company, and its successors ("Owner"), and Key Bridge Group, Inc, a Wisconsin corporation, the authorized agent for the Owner for all matters related to the subject matter of this Agreement ("Developer").

WITNESSETH:

Whereas, the Owner is the owner of certain property located at 106 West Seeboth Street, Milwaukee, Wisconsin (the "Property") as legally described in the legal description (attached hereto as *Exhibit A*); and

Whereas, the Property is located on the Southwest bank of the Menomonee and Milwaukee Rivers; and

Whereas, the Developer and Owner wish to undertake construction of a riverwalk along the Property ("Riverwalk Improvement") which will comply with the Milwaukee River Design Guidelines (attached hereto as *Exhibit B*). The parties hereby agree that that portion of the Riverwalk Guidelines that require in-ground plantings of trees and shrubs cannot be accomplished on this Project, due to the existence of environmental conditions that require Owner to "cap" the entire Riverwalk. Nonetheless, landscaping will be completed on the Property in suitable above-ground planters as the method of conforming to the guidelines. The Riverwalk Improvement is more particularly described on the Site Plan (attached hereto as *Exhibit C*) and will be adjacent to Owner's building under construction on the Property; and

Whereas, the Owner and Developer will construct a public launch for the docking of water-taxis and other light water-craft ("Public Dock Improvement");

Whereas, the Owner and Developer will install piers that will serve as transient slips available for use by the public ("Transient Slips"); and

Whereas, the Owner and Developer will repair and/or replace the dockwall on the length of the Property (the "Dockwall Improvement"); and

Whereas, the Owner and Developer will construct improvements on Seeboth Street west of 1st Street, and on 1st Place north of Seeboth Street ("1st Place Improvements") including curb, gutter, pavement, sidewalk and landscaping (the "Seeboth Street Improvements"); and

Whereas, the Owner will provide funds to the City towards construction of a public triangle located between 1st Street, Seeboth Street and XX ("Public Triangle Improvement"); and

Whereas, the Dockwall Improvement, the Riverwalk Improvement, the Public Dock Improvement, the Transient Slips, the 1st Place Improvements and the Seeboth Street Improvements shall hereinafter be collectively referred to as the "Improvements"; and

Whereas, Owner or its successors in interest will maintain the Dockwall Improvement the Riverwalk Improvement, the Public Dock Improvement and the Transient Slips, including

making the Riverwalk Improvement, Public Docks Improvements and Transient Slips available for use by members of the general public; and

Whereas, the Riverwalk Improvement will constitute a portion of the overall riverwalk system which is intended to cover a substantial portion of the Milwaukee River extending from the harbor entrance to the former North Avenue Dam area; and because of the Owner's willingness to make the Riverwalk Improvement available to members of the public, the Riverwalk Improvement will serve the public purpose of affording members of the public the opportunity to more fully enjoy the valuable river resource; and

Whereas, because of the public purpose served by the construction and operation of the Riverwalk Improvement, the City is willing to make a grant to the Developer in an amount not to exceed \$2,471,589 to be used by the Developer to fund up to 70% of the eligible cost of construction for the Riverwalk Improvement, 50% of the eligible cost of construction for the Dockwall Improvement and 70% of the Seeboth Street Improvements and 1st Place Improvements (collectively "Eligible Costs"); and

Whereas, RACM, via Resolution No. 9960 adopted 10/18/2007 has approved this Agreement and authorized the proper officers of RACM to execute this Agreement on behalf of RACM; and

Whereas, the Common Council via Resolution No. 060895 adopted 12/18/2006 has approved this Agreement and authorized the proper City officers to execute the Agreement on the City's behalf; and

Whereas, the Developer and Owner have approved this Agreement;

Now, therefore, the City, RACM, Owner and the Developer, in consideration of the premises and the mutual promises and undertakings hereinafter contained, mutually agree and covenant as follows:

I DEVELOPER ACTIVITIES

The Developer, as authorized agent of the Owner, shall:

1. Obtain and pay for all governmental permits and approvals necessary to construct the Improvements.
2. Prepare, or have prepared, final plans and specifications for the Improvements subject to the approval by the Commissioner as provided in Section III.C.2.
3. Prepare, or have prepared, a final construction budget for the Improvements subject to the approval by the Commissioner as provided in Section III.C.3.
4. Prepare or have prepared all contracts and subcontracts for preparation and construction of the Improvements subject to the approval by the Commissioner.

5. Construct the Improvements in accordance with the approved plans and specifications.
6. Submit signed EBE Agreement to Commissioner for approval.
7. Submit Certificate of Insurance to Commissioner for approval.
8. Except for the Transient Slips, substantially complete the Improvements by December 31, 2007.
9. Complete the Transient Slips no later than December 31, 2008.
10. Own, operate and maintain the Riverwalk Improvement, including undertaking all necessary capital repairs and replacements, during the term of this Agreement And thereafter as defined in the Grant of Easement, (attached hereto as Exhibit D). The Riverwalk Improvement is designed on the condominium plat for the First Place Condominiums (the "Condominium") as a general common element and the costs associated with the repair and maintenance of the Riverwalk Improvement shall be allocably borne by all unit owners in the Condominium. The Riverwalk Improvement shall be operated and maintained in accordance with customary and recognized standards for a first class commercial facility. The minimum maintenance standards are set forth in the Grant of Easement (attached hereto as *Exhibit D*). The Developer reserves the right to periodically (i.e., not more than once a year for not more than 24 hours at a time) close off the Riverwalk Improvement in order to prevent the acquisition of any adverse or prescriptive rights in the Riverwalk Improvement.
11. In addition, own and maintain the Dockwall Improvement including all necessary capital repairs and replacements to the Public Dockwall Improvement during the term of this Agreement and thereafter as defined in the Grant of Easement (attached hereto as Exhibit D). The Dockwall Improvement is designed on the condominium plat for the Condominium as a general common element and the costs associated with the repair and maintenance of the Dockwall Improvement shall be allocably borne by all unit owners in the Condominium.
12. Construct, operate and maintain The Public Dock Improvement and Transient Slips. Although these Improvements are located on land owned by the City, after construction is completed, the Owner shall be responsible for ongoing repair and maintenance of the Public Dock Improvement and the Transient Slips, all as more fully provided in the Maintenance Agreement, a copy of which is attached hereto as *Exhibit G*.
13. When the Riverwalk Improvement is completed, as indicated by the project architect or engineer's certification as referenced in Section III.C.6, provide the City and RACM with a recordable Grant of Easement (attached hereto as Exhibit D).
14. When Riverwalk Improvement is completed, provide the Commissioner with a complete set of "As Built" plans and specifications.

II CITY ACTIVITIES

- A. The City shall make available to RACM an amount up to \$2,496,589 (the “City Grant”) minus \$75,000 for the City’s share of the Public Triangle Improvement in order to allow RACM to supply the RACM Grant to Developer for reimbursement for Eligible Costs.
- B. In order to permit the construction of the Seeboth Street Improvements, 1st Place Improvements, and Public Dock Improvements, the City grants the Owner and Developer, and their agents, employees and contractors, right of entry on, over, along and in the public right of way for Seeboth Street from the west line of 1st Street west to a point that is directly below the west line of the railroad right of way which is located on an overpass above Seeboth Street and for 1st Place north of Seeboth to the River.
- C. Design, construct, operate, and maintain the Public Triangle Improvements.

III RACM ACTIVITIES

- A. Subject to the terms and conditions hereinafter set forth, RACM shall reimburse the Owner pursuant to the Developer budget and reimbursement schedule (attached hereto as *Exhibit E*).
- B. Subject to the terms and conditions hereinafter set forth, and provided RACM has received the City Grant, RACM shall grant to Developer an amount not to exceed 70% of the cost of the Riverwalk Improvement, 50% of the cost of the Dockwall Improvement and 70% of the cost of the Seeboth Street Improvements and the costs of 1st Place Improvements, but in no case exceeding, in the aggregate for all Improvements, \$2,496,589 (“RACM Grant”). The RACM Grant is to be disbursed to the Owner pursuant to the conditions set forth below in Section C and is to be used solely to fund the construction of the Improvements.
- C. For each individual Improvement for which reimbursement is being sought, no portion of the RACM Grant shall be disbursed to the Owner until:
 - 1. The Developer has received all federal, state and local agency approvals, including but not limited to the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources, and the City’s Board of Harbor Commissioners, and has complied with all applicable federal, state and local laws, including without limitation, the Americans with Disabilities Act, which are necessary to undertake construction of the applicable Improvement.
 - 2. The Commissioner of the Department of City Development (“Commissioner”) has approved the final plans and specifications for the Improvements.
 - 3. The Commissioner has approved the final construction budget for the Improvements.

4. The Commissioner has approved all the contracts entered into by the Owner for the preparation of plans and specifications, and to undertake the construction of the Improvements.
5. The Commissioner has received and approved the Certificate of Insurance.
6. The architect or engineer has certified in writing to the Commissioner that such Improvement has been completed in accordance with the Commissioner-approved plans and specifications and the costs of the Improvements have been fully substantiated by the Owner on appropriate AIA forms such as AIA Document G702.
7. The Commissioner has received and approved a signed EBE Agreement (a copy of which is attached hereto as *Exhibit F*).
8. The City and RACM have received a Grant of Easement in the form attached hereto as *Exhibit D* (the "Easement").
9. The Commissioner has received a Maintenance Agreement in the form attached hereto as Exhibit G (the "Maintenance Agreement").

D. Final payment by RACM hereunder shall not be distributed to Developer until the architect or engineer has certified in writing to the Commissioner that each such Improvement located on the Property has been substantially completed in accordance with the Commissioner-approved plans, specifications and budget and the same has been fully substantiated by the Developer on appropriate AIA forms such as AIA Document G702; Payment requests shall be presented to the Commissioner by Developer upon completion of any of the Improvements, on AIA Document G702 and, upon receipt of the payment request, the Commissioner shall within ten (10) working days after receipt of the request, review it, and if the Commissioner disapproves a request or any portion thereof he shall promptly state the reasons in writing to Developer. Any payment request, or portion thereof, which the Commissioner approves, shall be paid within twenty (20) working days of receipt.

IV CHANGES

No material changes in the type, placement or use of construction materials, as indicated on the approved plans and specifications, shall be made by the Developer in the approved plans and specifications or in the manner in which they are obligated to operate and maintain the Improvements, without prior written consent of the Commissioner. Any changes approved by the Commissioner shall not increase the RACM Grant unless such increase has been approved by the City and RACM.

V INSPECTIONS

A. Developer, Owner and its contractor or subcontractor shall be solely responsible for the completion of the Improvements. Nothing contained in this paragraph shall create or affect any relationship between the City and any contractor or subcontractor employed by Developer in construction of the Improvements.

B. The City and RACM may make reasonable inspections, including but not limited to inspection by the City's Department of Public Works, Department of City Development, and Department of Neighborhood Services, of the Improvements during the period of construction thereof, provided that such inspections do not interfere with the progress of the work. In order to allow the City, RACM and City agencies to undertake these inspections in a meaningful fashion, the Developer shall provide a complete set of plans and specifications in respect of the applicable Improvements for which payment is being sought, as well as any change orders and shop drawings related thereto.

C. In the event that the Commissioner determines, as a result of any such inspections, that the Owner's contractor or subcontractor are not constructing any Improvement in accordance with the approved plans and specifications, the Commissioner shall promptly inform the Developer of such noncompliance with the plans and specifications; and the Developer shall, as soon as reasonably possible, require its contractor or subcontractors to remedy such noncompliance. The Commissioner may withhold payments of the RACM Grant if it disputes the costs related to a particular Improvement, until corrective measures are completed in a satisfactory manner.

VI RECORDS

A. The Owner shall keep accurate, full and complete books and accounts with respect to the cost of constructing the Improvements, consistent with the approved budget, and shall include a provision in all of its contracts requiring its contractors and their subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of six years subsequent to the completion of the Improvements.

B. The City Comptroller shall have the right, upon reasonable notice to the Owner, Developer, its contractor or subcontractors as the case may be, to examine the books and accounts of the Developer, its contractor or subcontractors during normal hours of business.

C. After substantial completion of the Improvements, the Owner shall submit to the Commissioner a complete set of "As Built" plans and specifications as well as a copy of all approved shop drawings.

VII HR REQUIREMENTS

A. In contracting for the construction of the Improvements, the Developer shall comply with an 18% City Emerging Business Enterprise requirement (pursuant to the terms of that certain EBE Agreement in the form attached hereto as *Exhibit F*), as established by the Commissioner in accordance with Chapter 360, Milwaukee Code of Ordinances.

B. In contracting for the construction of the Improvements, the Developer shall use reasonable and good faith efforts to see that all of Developer's contractors and subcontractors employ "Residents" of the "CDBG area" (as such terms are defined in Milwaukee Code of Ordinances 309-41) at a rate equal to or greater than 21% of the total workforce engaged in

constructing the Right of Way Improvements. Developer shall maintain such records and files and shall prepare and file such reports as the Commissioner shall reasonably request to substantiate compliance with the requirement.

C. Developer shall insure that all contractors pay prevailing wages to their workers when such contractors are constructing the Seeboth Street Improvements and 1st Place Street Improvements and shall retain such records and file such forms and reports as may be reasonably requested by the Commissioner to evidence compliance with such prevailing wage requirements.

VIII TERM

This Agreement shall terminate on Completion of construction of the Riverwalk Improvement. The Grant of Easement for public access (attached hereto as *Exhibit D*) and the Maintenance Agreement (attached hereto as *Exhibit G*) shall be permanent access easements running with the land, recorded at the Milwaukee County Register of Deeds Office upon completion of the Riverwalk Improvement.

IX DEFAULT

If the Developer has not substantially completed the Improvements by the times specified in Section I.A.5, and the failure to substantially complete was either the Developer's fault or was for reasons within the Developer's control, the City and RACM shall have the right to terminate this Agreement if, within 60 days after receipt from the Commissioner of a notice of intent to terminate because of failure to substantially complete, Developer has not substantially completed such of the Improvements. If the City and RACM terminate this Agreement pursuant to this provision, neither the City nor RACM shall have any further obligation to provide the Developer with the RACM Grant and the City and RACM shall not be under any further obligation to perform any other acts under this Agreement. If the Owner and Developer default under this Agreement, the City may, but is not obligated to, complete construction of the Improvements in accordance with the terms of this Agreement.

X CONFLICT OF INTEREST

No member, officer or employee of the City or RACM, during his/her tenure and for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**XI
WRITTEN NOTICES**

Any written notice required to be sent under this Agreement shall be sent to the following individuals:

FOR THE CITY:

Department of City Development
809 North Broadway
Milwaukee, Wisconsin 53202
Attn: Commissioner

FOR RACM:

Redevelopment Authority of the City
of Milwaukee
809 N. Broadway
Milwaukee, WI 53202
Attn: Executive Director/Secretary

FOR THE DEVELOPER:

ATTN: Neera Anand, Esq.
KeyBridge Group, Inc
259 West Broadway, Suite 100
Waukesha, WI 53186

FOR THE OWNER:

ATTN: Scott Fergus, Manager
First Place Milwaukee LLC
259 West Broadway, Suite 100
Waukesha, WI 53186

**XII
ASSIGNMENT**

No party to this Agreement may assign any of its interest or obligations hereunder without the written consent of the other party, except that RACM and the City may each assign its respective rights hereunder to the other without the consent of the Owner or Developer. Notwithstanding the foregoing, as it relates to ongoing repair and maintenance of the Improvements after the completion of the construction thereof, the parties acknowledge that Owner and Developer may assign such obligation to the owner of the Condominium.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, the parties have executed this Agreement on the day and year first above written.

CITY OF MILWAUKEE

Dee Sant

Mayor

Ronald Olenka

City Clerk

COUNTERSIGNED:

Michael J. [Signature] DEPUTY
Comptroller *in*

REDEVELOPMENT AUTHORITY OF
THE CITY OF MILWAUKEE

By: [Signature]
Chair

By: [Signature]
Assistant Executive Director/Secretary

KeyBridge Group, Inc.

[Signature]
By: Scott Fergus, President

FIRST PLACE MILWAUKEE LLC

[Signature]
By: Scott Fergus, Manager

Approved as to form and execution this
24th day of January, 2008

[Signature]
Assistant City Attorney

EXHIBIT A
to
Riverwalk Development Agreement

Property

Parcel A:

Residential Unit Nos. 112, 113, 114, 118, 218, 302 thru 311, 318, 320, 402 thru 411, 418 420, 502 thru 507, 509 thru 518, 520, 601 thru 618, 620, 701 thru 718, 720 thru 723, 801 thru 818, 820 thru 825, 901 thru 914, 918, 920 thru 923, 1001 thru 1004, 1006 thru 1009, 1101 thru 1104, 1106 thru 1109, 1201 thru 1204, and 1206 thru 1209, all inclusive and Residential Parking Unit Nos. P001 thru P027, P031 thru P214, inclusive, together with the exclusive use of all Boats Slips and so much of the undivided interest in the common areas and facilities appurtenant to such units in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as First Place Condominiums created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on March 21, 2005 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 8977545 and in Amendment 1 to Declaration of Condominium of First Place Condominiums recorded on December 22, 2005, as Document No. 9152426.

Parcel B:

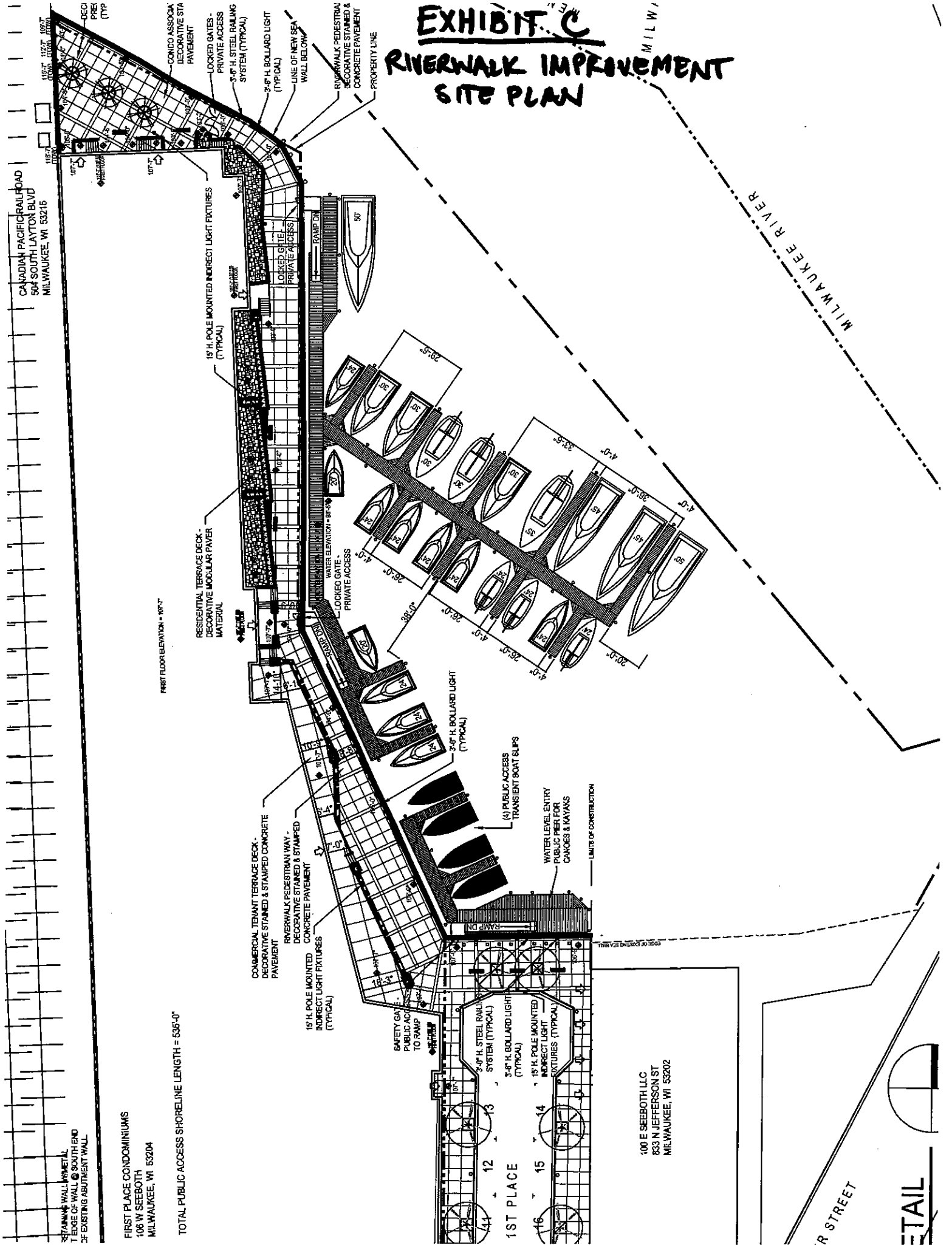
Commercial Unit Nos. 101, 102, 103, 103A, 202 and 204 and Commercial Parking Units P028, P029 and P030, and so much of the undivided interest in the common areas and facilities appurtenant to such units in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as First Place Condominiums created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on March 21, 2005 in the Office of the Register of Deed for Milwaukee County, Wisconsin as Document No. 8977545 and in Amendment 1 to Declaration of Condominium of First Place Condominiums recorded on December 22, 2005, as Document No, 9152426.

EXHIBIT B
RiverWalk Design Guidelines
City of Milwaukee

1. Building facades should contain architectural features such as doors and windows, which improve their appearance and provide a pleasant pedestrian environment.
2. Site features that detract from the use and redevelopment of the river's edge will be discouraged. Features such as blank walls; chain link fencing, barbed razor or concertina wire; utility doors and staircases; service drives; loading docks; parking areas; outdoor storage; electrical or mechanical equipment; trash containers or other building maintenance facilities or equipment; ventilator exhausts; and concrete road barriers and guardrails, if required by necessity shall be screened from river areas.
3. Where soft river edge still exists along the Middle River, preserve natural riverbanks and historic elements of the built environment where feasible.
4. Where historic buildings exist along the River, preserve those historic elements of the built environment.
5. RiverWalk landscaping should include native species of trees, plants, and shrubs with trees planted, in order of preference, in the ground, in box-outs with protective guards and grates, or in planters.
6. RiverWalk landscaping should emphasize plant species, which provide year-round interest.
7. RiverWalks should be on the land side of the River where feasible. To provide space for amenities such as benches, planters, light poles, trash containers, trees and railings, RiverWalks should typically be 12 feet wide at 0 to 5 percent slope with a minimum 8 foot unobstructed corridor and be open to the general public 24 hours a day at no charge.
8. If land-side RiverWalks are not feasible, walkways that float on or extend over the water may be considered if they do not obstruct navigation, and do not have permanent roofs, and match the high quality of permanent RiverWalks.
9. Special amenity/activity areas are encouraged but shall be limited to a maximum of 3,200 square feet, must be open to the general public, shall not block pedestrian movements on the RiverWalk and shall not encroach into navigable waters.
10. RiverWalks must be passable year-round and be handicapped accessible.
11. Walkways, seating areas and other high traffic areas should complement adjacent buildings and neighborhoods, be aesthetically pleasing and pedestrian-friendly, and should be paved with brick, tile, stone, decorative concrete or other attractive hard material; avoiding large expanses of slab concrete or asphalt.
12. Lighting units shall be Milwaukee Harp fixtures providing illumination in accordance with standards recommended by the Illuminating Engineering Society of North America (IES) and approved by the Commissioner of Public Works.
13. All segments of the RiverWalk shall be designed to connect to future portions of the RiverWalk system or to connect to adjacent portions of the existing RiverWalk system.
14. Structures built within 50 feet of bridges must not obstruct bridge maintenance.
15. Floating RiverWalks will be permitted under bridges if a minimum 7-foot clearance can be maintained and if the connection will not obstruct navigation or bridge operations.
16. Finger piers will only be permitted where they will not obstruct navigation or do not extend more than 40 feet from the dockline.

17. Temporary moorings (less than 4 hours) for water taxis and tour boats will be permitted riverward of any amenity/activity area subject to navigation restrictions.
18. Parking adjacent to the River is strongly discouraged. Parking areas, service drives, loading docks and outdoor storage areas shall provide an appropriate buffer of at least 5 feet in width, meeting the standards of Section 295-75 of the Code and located between said parking area and the river/RiverWalk. Parking areas shall be set back from the dockwall at least 25 feet and shall also devote at least 3.33 percent of their area to interior landscaping.
19. Temporary RiverWalks are meant to provide connections between existing and/or proposed RiverWalks when the area of the connection is not ready for development of a full-scale RiverWalk. Such connections may be approved at a lower standard than permanent RiverWalks if the proponent can demonstrate that the proposed temporary RiverWalk is truly temporary, that the temporary RiverWalk will not provide direct pedestrian access to the property on which it is located or attached or be utilized in any manner by that property including boat moorings, docks, tables or chairs, and the design of the temporary RiverWalk is generally consistent with the intent of these design guidelines.

EXHIBIT C RIVERWALK IMPROVEMENT SITE PLAN



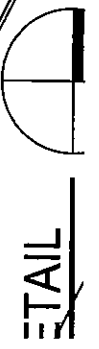
CANADIAN PACIFIC RAILROAD
504 SOUTH LAYTON BLVD
MILWAUKEE, WI 53215

MILWAUKEE RIVER

FIRST PLACE CONDOMINIUMS
106 W SEEBOTH
MILWAUKEE, WI 53204

TOTAL PUBLIC ACCESS SHORELINE LENGTH = 536'-0"

100 E SEEBOTH LLC
833 N JEFFERSON ST
MILWAUKEE, WI 53202



R STREET

1ST PLACE

RETAINING WALL (METAL)
EDGE OF WALL @ SOUTH END
2' EXISTING ABUTMENT WALL

FIRST FLOOR ELEVATION = 107'-7"

SAFETY GATE
PUBLIC ACCESS
TO RAMP

COMMERCIAL TENANT TERRACE DECK -
DECORATIVE STAINED & STAMPED CONCRETE
PAVEMENT

RESIDENTIAL TERRACE DECK -
DECORATIVE MODULAR PAVEMENT
MATERIAL

15' H. POLE MOUNTED INDIRECT LIGHT FIXTURES
(TYPICAL)

DECK
PREP
(TYP)

CONDO ASSOCIA
DECORATIVE STA
PAVEMENT

LOCKED GATES -
PRIVATE ACCESS
SYSTEM (TYPICAL)

3'-6" H. STEEL RAILING
SYSTEM (TYPICAL)

3'-6" H. BOLLARD LIGHT
(TYPICAL)

LINE OF NEW SEA
WALL BELOW

RIVERWALK PEDESTRIAN
DECORATIVE STAINED &
CONCRETE PAVEMENT

PROPERTY LINE

LOCKED GATE -
PRIVATE ACCESS

RAMP DR

LOCKED GATE -
PRIVATE ACCESS

RAMP DR

3'-6" H. BOLLARD LIGHT
(TYPICAL)

(4) PUBLIC ACCESS
TRANSIENT BOAT SLIPS

WATER LEVEL ENTRY
PUBLIC PIER FOR
CANOES & KAYAKS

LIMITS OF CONSTRUCTION

RAMP DR

RAMP DR

RAMP DR

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EXHIBIT D
GRANT OF EASEMENT AGREEMENT
(Riverwalk)

This Grant of Easement Agreement is made as of _____, 2007, by and between First Place Milwaukee LLC. (“Grantor”) and the City of Milwaukee (“Grantee”).

Whereas, Grantor is the owner of certain property located along the Milwaukee River in the City of Milwaukee, State of Wisconsin more particularly set forth on Exhibit 1 attached hereto (the “Property”); and

Whereas, Pursuant to the terms of a Riverwalk Development Agreement (“Development Agreement”) by and between Grantor and Grantee, a certain riverwalk improvement as identified as Exhibit C to the Development Agreement and on Exhibit 2 attached hereto (the “Riverwalk Improvement”) will be constructed on a portion of the Property and will become part of the Property; and

Whereas, The parties hereto acknowledge that the Riverwalk Improvement is part of a comprehensive, publicly accessible Riverwalk System (the “Riverwalk System”) and that it is desirable that the components of the Riverwalk System be generally compatible in design and appearance and generally uniform in maintenance, operation and usage; and

Whereas, The Development Agreement and Maintenance Agreement impose upon Grantor certain responsibilities with respect to the development, maintenance and repair of the Riverwalk Improvement; and

Whereas, In consideration of payment for a portion of the construction costs of the Riverwalk Improvement, the Development Agreement requires that the Grantor (i) convey to Grantee the easement rights specified in this Agreement, and (ii) agree to fully and timely perform the covenants, restrictions, undertakings and obligations set forth in this Agreement.

Now, Therefore, In consideration of the above recitals and the terms and conditions of the Development Agreement, Grantor and Grantee agree as follows:

1. Grantor hereby conveys to Grantee a nonexclusive easement upon and across the Riverwalk Improvement and, subject to the limitations set forth in Paragraph 3 of this Agreement and solely to the extent reasonably necessary to carry out the activities described in Subparagraph (b) below, upon and across other portions of the Property, for the following purposes:

(a) Pedestrian access, for the benefit of the public, across the entire length of the Riverwalk Improvement in accordance with the terms of this Agreement, provided, however, that the public, pedestrian access granted herein across the designated walkway shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor; and

(b) Maintenance, repair or replacement of all or any portion of the Riverwalk Improvement by Grantee, in accordance with, and to the extent required or permitted by, the terms of this Agreement; and

(c) Installation and removal of holiday, seasonal or thematic decorations, banners, plantings and similar items (collectively, the "Decorations"), if any, by Grantee, in accordance with the terms of this Agreement.

2. Throughout the term of this Agreement, Grantor, or its permitted successors and assigns (collectively referred to herein as "Grantor"), shall maintain (a) comprehensive liability insurance, naming the Grantee and its officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident; and (b) comprehensive "all risk" insurance, insuring against fire or other casualty, vandalism and malicious mischief, with extended coverage, in an amount equal to 100% of the full replacement cost of the Riverwalk Improvement and sufficient to avoid all co-insurance provisions of the subject insurance policy. Grantor shall have the right to maintain the insurance coverage required to be maintained hereunder under umbrella or blanket insurance coverage covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement. At the option of the Grantee, the aforesaid minimum amounts may be reviewed and increased or decreased every ten (10) years, with any such adjustment being commercially reasonable proportionate to the then current economic conditions.

Grantor shall provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Agreement, and providing that the insurance company will furnish the Grantee with a thirty (30) days written notice of cancellation, non-renewal, or material change.

3. Grantor shall be responsible to maintain the Riverwalk Improvement, including any portions thereof adjacent to a street stub end, in accordance with the maintenance standards set forth on Exhibit 3 attached hereto and shall undertake all necessary capital repairs and replacements when and as necessary (with the exception of repairs and replacements necessitated by defects in original workmanship or design which are covered by any construction warranty). If Grantor fails to maintain the Riverwalk Improvement in the condition required by this Agreement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantor does not commence such maintenance or repair work within thirty (30) days from the date of receipt of such written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then Grantee may perform such work and Grantor shall reimburse Grantee for all reasonable costs incurred in performing such work. Should Grantor fail to reimburse the Grantee for such work, the Grantee shall be entitled to record a lien against the Property and the City shall have the right to specially charge the Property under the 66.0627, Stats. provisions. Should the City need to proceed with such special charges under 66.0627, Stats., Grantor hereby waives notice and hearing on such charges. In exercising its right to maintain, repair or replace the Riverwalk Improvement, Grantee shall, to the extent both possible and practical, perform all necessary work from adjacent portions of the Riverwalk System or from the Milwaukee River and shall not unreasonably or materially disrupt or interfere with access to the Property and the operations of Grantor and any tenant, licensee or occupant on the Property. Grantee shall notify Grantor in advance of Grantee's needs to enter upon the Property, specifying the scope and duration of such entry.

4. Grantor shall, at all times, make the non-exclusive easement area of the Riverwalk Improvement available for use by members of the public, except for such times as such walkway must be closed for maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the Riverwalk Improvement in order to prevent the acquisition of any adverse or prescriptive rights.

5. Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the nonexclusive easement area of the Riverwalk Improvement by the public. Such rules and regulations shall be generally uniform and consistent with those applicable to riverwalks throughout the Riverwalk System and shall be effective upon delivery of a copy of same to Grantor. Grantor shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations as they pertain to the Riverwalk Improvement. Grantee covenants that it shall require all grantors of riverwalk easements to Grantee to expend reasonable efforts for the enforcement of such rules and regulations. Grantor shall have the right to promulgate and enforce its own rules and regulations governing the use of the Riverwalk Improvement by the public; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit 3 or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of Exhibit 3 or the rules and regulations promulgated by Grantee shall control.

6. Grantee shall have the right from time to time, and upon at least 72 hours prior written notice to Grantor, to enter upon the Riverwalk Improvement to install and remove Decorations (as hereinafter defined). Such installations and removals shall not unreasonably or materially interfere with the lawful use of the Property by Grantor or any tenant, licensee or occupant of the Property and shall be at Grantee's sole expense.

7. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Riverwalk Improvement (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvement).

8. Grantor shall not make any structural alterations or modifications to the Riverwalk Improvement or make any changes to the color scheme of the Riverwalk Improvement as originally installed without the prior written consent of Grantee. Further, Grantor shall not install any decorative elements or attach any fixtures ("Decorations") to or upon the Riverwalk Improvement without the prior written consent of Grantee. Any request by Grantor for installation of Decorations must be in writing, and Grantee shall approve or disapprove such request in writing within 15 business days following receipt. Failure of Grantee to deliver a written response within such time period shall constitute approval of the request. Other than installation and removal of Decorations as provided herein, Grantee shall not make any changes to the Riverwalk Improvement without the prior written approval of Grantor.

9. This Agreement is a permanent public access easement which shall run with the land, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

10. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses

set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this Agreement. Email is acceptable if also accompanied by a hard-copy mailing in conformance with this paragraph:

To Grantor:

First Place Milwaukee LLC
Attn: Scott Fergus
259 West Broadway
Suite 100
Waukesha, Wisconsin 53186

Email: neera.anand@kbginc.com and scott.fergus@kbginc.com

To Grantee:

City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202
Attn: Commissioner,
Department of City Development

Email: Allison.Rozek@milwaukee.gov

11. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and monetary damages. If any action for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees and other costs incurred in such action.

12. This Agreement may be amended only by a written instrument executed by both Grantee and Grantor.

[SIGNATURE PAGE TO FOLLOW]

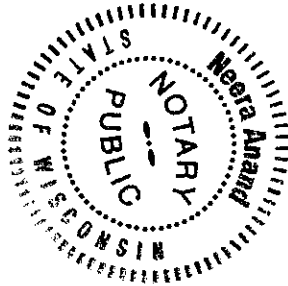
In Witness Whereof, the Grantor and Grantee have hereunto set their hands and seals on this 10th day of DECEMBER, 2007.

GRANTOR:
FIRST PLACE MILWAUKEE LLC

By: [Signature]

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on DEC 10, 2007 by SCOTT FERGUS, the MANAGER of First Place Milwaukee LLC



[Signature]
Notary Public, State of Wisconsin
My commission: IS PERMANENT

GRANTEE:
CITY OF MILWAUKEE

[Signature]

Mayor

[Signature]
City Clerk

Countersigned:

[Signature] **DEPUTY**
Comptroller [Initials]

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

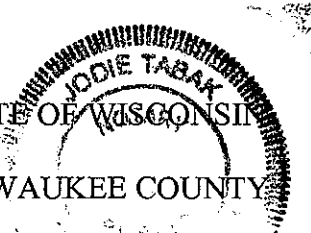
This instrument was acknowledged before me on _____, 2007 by _____, _____ and _____ the _____, _____ and _____ of the Redevelopment Authority of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on Jan 9, 2007 by Tom Barrett, the Mayor of the City of Milwaukee.

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)



Jodie Tabak
Notary Public, State of Wisconsin
My commission: 10-5-2008

This instrument was acknowledged before me on Jan 10, 2008 by Ronald Leonhardt, the City Clerk of the City of Milwaukee.

Linda N. Ekman
Notary Public, State of Wisconsin
My commission: 4/11/10

This document was drafted by the City of Milwaukee, Kevin P. Sullivan, Assistant City Attorney.

EXHIBIT 1

PROPERTY DESCRIPTION

Parcel A:

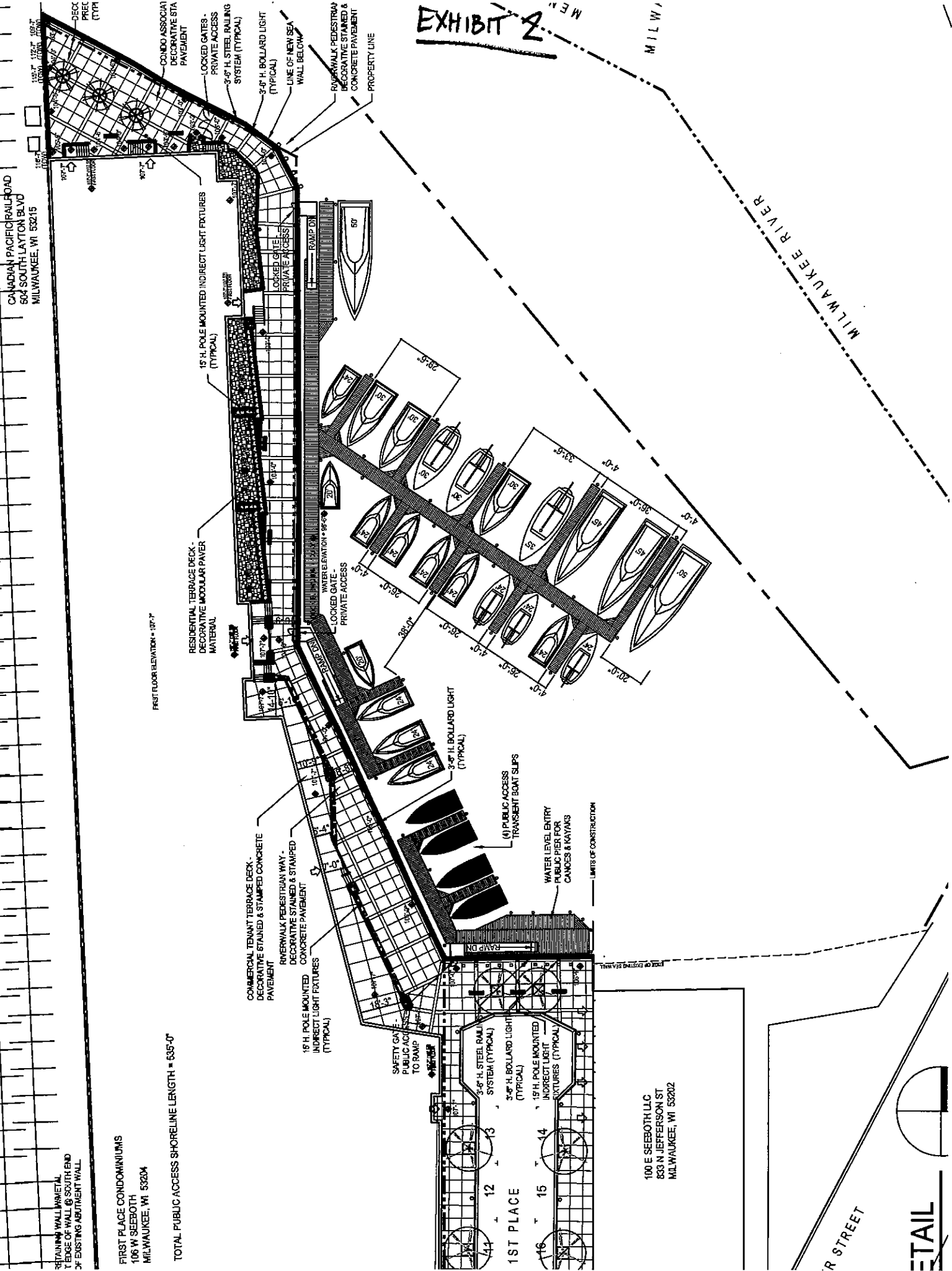
Residential Unit Nos. 112, 113, 114, 118, 218, 302 thru 311, 318, 320, 402 thru 411, 418 420, 502 thru 507, 509 thru 518, 520, 601 thru 618, 620, 701 thru 718, 720 thru 723, 801 thru 818, 820 thru 825, 901 thru 914, 918, 920 thru 923, 1001 thru 1004, 1006 thru 1009, 1101 thru 1104, 1106 thru 1109, 1201 thru 1204, and 1206 thru 1209, all inclusive and Residential Parking Unit Nos. P001 thru P027, P031 thru P214, inclusive, together with the exclusive use of all Boats Slips and so much of the undivided interest in the common areas and facilities appurtenant to such units in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as First Place Condominiums created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on March 21, 2005 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 8977545 and in Amendment 1 to Declaration of Condominium of First Place Condominiums recorded on December 22, 2005, as Document No. 9152426.

Parcel B:

Commercial Unit Nos. 101, 102, 103, 103A, 202 and 204 and Commercial Parking Units P028, P029 and P030, and so much of the undivided interest in the common areas and facilities appurtenant to such units in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as First Place Condominiums created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on March 21, 2005 in the Office of the Register of Deed for Milwaukee County, Wisconsin as Document No. 8977545 and in Amendment 1 to Declaration of Condominium of First Place Condominiums recorded on December 22, 2005, as Document No, 9152426.

EXHIBIT Z

MILWAUKEE RIVER



CANADIAN PACIFIC RAILROAD
504 SOUTH LAYTON BLVD
MILWAUKEE, WI 53215

RETAINING WALL WITH METAL
T EDGE OF WALL @ SOUTH END
OF EXISTING ABUTMENT WALL

FIRST PLACE CONDOMINIUMS
100 W SEEBOTH
MILWAUKEE, WI 53204

TOTAL PUBLIC ACCESS SHORELINE LENGTH = 635'-0"

FIRST FLOOR ELEVATION = 107'-7"

100 E SEEBOTH LLC
833 N JEFFERSON ST
MILWAUKEE, WI 53202



R STREET

EXHIBIT 3

Maintenance Standards for the Riverwalk Improvement

1. Open for use at all times except as it relates to adverse possession and times of maintenance and repair.
2. Keep property generally clean of litter on a daily basis. Empty trash receptacles as necessary.
3. Keep benches and other amenities in good, safe repair at all times.
4. Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes. Remove graffiti as practical (as weather permits)
5. Properly maintain all landscaping in a manner reasonably acceptable to the Commissioner of the Department of City Development of the city of Milwaukee.
6. Keep all lights in operating condition.
7. Keep a minimum of 8 foot wide path for the movement of pedestrians at all times the structure is open.

EXHIBIT E BUDGET

FIRST PLACE BUDGET				
	Cost of Work	City's percentage Share	PAYMENT SOURCE: CITY TID	PAYMENT SOURCE: OWNER
General Conditions	\$ 29,914.82	100%	\$29,915	
Architectural Design	\$175,000	100%	\$175,000	\$0
Landscape Design	\$25,000	100%	\$25,000	\$0
Structural Engineering	\$25,000	100%	\$25,000	\$0
Seebooth Street Improvements	\$109,348	100%	\$109,348	\$0
1st Place Street Improvements	\$171,015	100%	\$171,015	\$0
1st Street Triangle	\$25,000	100%	\$25,000	\$0
Riverwalk Lighting Design & Lighting	\$175,000	70%	\$122,500	\$52,500
Riverwalk	\$955,247	70%	\$668,673	\$286,574
Seawall Reconstruction	\$799,905	50%	\$399,953	\$399,953
Boat Slips	\$540,000		\$90,000	\$450,000
Subtotal	\$3,000,515		\$1,841,403	\$1,189,027
Contingency	\$300,052		\$184,140	\$118,903
Subtotal w/Contingency	\$3,300,567		\$2,025,544	\$1,307,929
CM Insurance	\$16,833		\$10,330	\$6,670
CM Fee	\$66,348		\$40,717	\$26,292
TOTAL Riverwalk Project Budget	\$3,383,747		\$2,076,591	\$1,340,892
100-06 E SEEBOTH	\$420,000	100%	\$420,000	\$0
TOTAL BUDGET			\$2,496,591	\$1,340,892

EMERGING BUSINESS ENTERPRISE AGREEMENT

FOR

106 West Seeboth "First Place on the River"

This Emerging Business Enterprise Agreement is entered into by and between the CITY OF MILWAUKEE (hereinafter the "CITY"), and Key Bridge Group, Inc (hereinafter "DEVELOPER").

WHEREAS, the aforementioned parties to this Agreement acknowledge and understand that this Agreement shall become part of any development and/or financing agreement to be signed by the aforementioned parties.

WHEREAS, DEVELOPER acknowledges that the CITY have established policies regarding the utilization of Emerging Business Enterprises ("EBEs") which are consistent with Chapter 360 of the Milwaukee Code of Ordinances (Copy available upon request).

WHEREAS, DEVELOPER agrees that the provision of the above-referenced offer was conditioned upon the DEVELOPER and its agents agreeing to reach a requirement of 18% EBE participation in the construction of said PROJECT.

I. DEFINITIONS

A. EMERGING BUSINESS ENTERPRISE ("EBE") is a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage, as defined in Chapter 360 of the Milwaukee Code of Ordinances. The individuals must have day-to-day operational and managerial control, interest in capital, financial risks and earnings commensurate with the percentage of their ownership. Emerging Business Enterprises are certified as such by the City of Milwaukee Certification Program. **It is important to note that those businesses that were certified under the old name (Disadvantaged Business Enterprise (DBE)) will continue to qualify for the program.**

B. JOINT VENTURE is an association of two (2) or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

EMERGING BUSINESS ENTERPRISE PROGRAM

- II. The DEVELOPER shall enter into a EBE Agreement requiring the DEVELOPER in developing and constructing the PROJECT, to utilize Emerging Business Enterprises, as defined in Chapter 360, Milwaukee Code of Ordinances, (“EBEs”) for an amount equal to 18% of the total PROJECT costs deemed eligible pursuant to EBE guidelines.
- A. Demonstrable efforts, when exercised by the DEVELOPER in conjunction with the PROJECT, is defined as DEVELOPER completing the following activities:
1. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance (**Exhibit A**).
 2. Provide interested EBEs and the agencies listed in **Exhibit B**, with adequate information about PROJECT plans, specifications, and contract/subcontract requirements at least two (2) weeks prior to the contract bidding process.
 3. Submit **EBE Participation Form A (Exhibit 5)** to EBEP. This form must be submitted with the prime contractor’s bid.
 4. Conduct pre-bid conferences and a pre- bid walk-through two (2) weeks in advance of the contract bid date.
 5. Provide written notice to all pertinent construction trades and professional services EBEs listed in the current City of Milwaukee Directory, soliciting their services in sufficient time (at least 2 weeks) to allow those businesses to participate effectively in the contract bidding process. To identify EBEs for the PROJECT, utilize the current *Official City of Milwaukee EBE Directory* published by the City of Milwaukee Emerging Business Enterprise (EBE) Program. The directory can be accessed on-line at:
www.milwaukee.gov/ebe

Follow-up with EBEs who show an interest in the PROJECT during the initial solicitation process (**See Exhibit 1 EBE Solicitation Form**).
 6. Select trade and professional service areas for EBE awards wherein the greatest number of EBEs exist to perform the work. Thereby, the likelihood of contracts or subcontracts being awarded to EBE businesses would increase. Include where appropriate, the breaking down of contracts or subcontracts into smaller, economically feasible units to facilitate EBE participation.
 7. Negotiate in "good faith" with interested EBEs, not rejecting EBE bids as unqualified or too high without sound reasons based on a thorough review of the bid submitted and maintain documentation to support the rejection of any EBE bid. Bids that are not cost effective, and/or time prohibitive will be considered “rejectable” bids. (**See Exhibit 2 Bid Rejection Form**).

8. Utilize the services available from public or private agencies and other organizations in identifying EBEs available to perform the work.
 9. Include in PROJECT bid documents and advertisements an explanation of PROJECT requirements for EBE participation to prospective contractors and subcontractors.
 10. As necessary and when ever possible, facilitate the following:
 - a) Joint ventures, limited partnerships or other business relationships intended to increase EBEs' areas of expertise, bonding capacity, credit limits, etc.
 - b) Training Relationships
 - c) Mentor/protege Agreements
- B. If the DEVELOPER completes the aforementioned activities and demonstrates “good cause” for not meeting the 18% requirement for EBE participation, it shall be deemed that the DEVELOPER has acted in “good faith” to achieve the requirement.
 - C. If at any point during this contract term, the DEVELOPER meets or exceeds the 18% EBE requirement in conjunction with said PROJECT, it shall be deemed that the DEVELOPER has achieved or exceeded the CITY’s EBE requirement, for the purposes of fulfilling the terms of this Agreement.
 - D. Contract or subcontract amounts awarded to EBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the 18% EBE participation requirement.
- III. DEVELOPER agrees to report to the City’s EBEP Manager on Developer’s utilization of EBEs in its contracting activities of the aforementioned PROJECT, pursuant to Chapter 360 of the Milwaukee Code of Ordinances. In order to monitor the Project’s EBE participation, the CITY requires, and DEVELOPER agrees to take the following steps:
- A. Provide a list of all categories of work on the above-described PROJECT with budget allowances, for which bids will be solicited and highlight those categories, based upon Developer’s knowledge and experience, which are conducive to EBE participation one month prior to any bids being solicited or awarded. (See **Attachment: Example 1**)
 - B. Provide the City’s EBEP Office with documentation supporting efforts extended to solicit bids from EBEs. Upon request, DEVELOPER shall make information related to EBE bids available to the City’s EBEP Office.
 - C. Submit an EBE Monthly Report Form D to EBEP the 20th of each month on the form attached as **Exhibit 3**. Also submit EBE Subcontractor Payment Form (**Exhibit 4**) with the final Form D.


IV. The CITY may impose any or all of the sanctions set forth in Section 360-08, Milwaukee Code of Ordinances, for violation of this Agreement, namely:

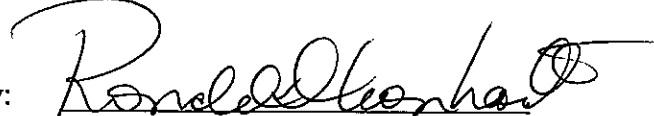
- (1) Withholding of payment.
- (2) Termination, suspension or cancellation of the contract in whole or in part.
- (3) Denial to participate in any further contracts awarded by the city.


In addition, the DEVELOPER may be liable for liquidated damages to the CITY for that percentage of the total PROJECT dollars, which represent the difference between the EBE participation requirement herein defined and the actual EBE participation attained during the PROJECT. Prior to the imposition of any liquidated damages hereunder, the CITY must demonstrate that the DEVELOPER failed to undertake the actions set forth in sec. II.A. of this Agreement in attaining EBE participation in said PROJECT.


IN WITNESS WHEREOF, the parties have executed this EBE AGREEMENT

This _____ day of _____ of 2007.

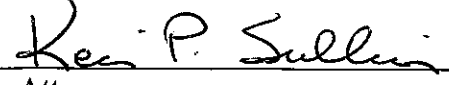

By: Tom Barrett, Mayor


By: Ronald D. Leonhardt, City Clerk


By: Michael J. Daun, Deputy City Comptroller


By: Developer

Approved as to form and execution this 24th day of January, 2008


Asst City Attorney

**EXHIBIT A
EBE MARKETING PLAN**

PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times
(Published weekly)
1938 North King Drive
Milwaukee, WI 53212
Tele. No: (414) 263-5088
Fax: (414) 263-4445
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

The Milwaukee Courier
(Published weekly)
2431 West Hopkins Street
Milwaukee, WI 53206
Tele No: (414) 449-4860
Fax: (414) 449-4872
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Milwaukee Community Journal, Inc.
(Published twice weekly)
3612 North King Drive
Milwaukee, WI 53212
Tele No: (414) 265-5300
Fax: (414) 265-1536
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

The Spanish Times, Inc.
(Published weekly)
425 W. National Ave.
Milwaukee, WI 53204
Tele No: (414) 672-0929
Fax: (414) 672-9900
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Daily Reporter
(Published daily M-F)
704 West Wisconsin Avenue
Milwaukee, WI 53233
Tele No: (414) 276-0273
Fax: (414) 276-8057
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

EXHIBIT B
EBE MARKETING PLAN

COMMUNITY AGENCY CONTACTS

Milwaukee Urban League
2802 West Wright Street
Milwaukee, WI 53210
(414) 374-5850
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Hmong Chamber of Commerce
3726 W. National Avenue
Milwaukee, WI 53215
(414) 649-8331 Fax: 649-8115
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Milwaukee Minority Chamber of Commerce
509 West Wisconsin Avenue, Suite 606
Milwaukee, WI 53203
(414) 226-4105
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Lao Family, Inc.
2331 W. Vieau Place
Milwaukee, WI 53204
(414) 385-3380 Fax: 385-3386
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Hispanic Chamber of Commerce
816 West National Avenue
Milwaukee, WI 53204
(414) 643-6963 Fax: 693-6994
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

National Minority Contractors' Association
3100 W. Concordia Street
Milwaukee, WI 53216
(414) 449-0837 Fax: 803-0786
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

African American Chamber of Commerce
6203 W. Capitol Drive
Milwaukee, WI 53216
(414) 462-9450 Fax: 462-9452
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

**EMERGING BUSINESS ENTERPRISE (EBE)
SOLICITATION FORM**

Name & Address of EBE Firm _____

Name of Individual Contacted _____ Phone Number _____

Type of Work _____ Date and Time of Contact _____

Quotation or Proposal Received _____

REMARKS: THESE SHOULD INCLUDE ANY FOLLOW UP ACTIONS. IN THE EVENT THAT THE EMERGING BUSINESS ENTERPRISE WILL NOT BE UTILIZED, INCLUDE AN EXPLANATION OF THE REASON (S) WHY THE FIRM WILL NOT BE USED. FOR EXAMPLE: IF THE ONLY REASON FOR NON-UTILIZATION WAS PRICE, THE EXPLANATION SHOULD REFLECT WHAT STEPS WERE TAKEN TO REACH A COMPETITIVE PRICE LEVEL.

REMARKS:

**Emerging Business Enterprise Program (EBEP)
Rejection Form**

Name & Address of EBE Firm	Type of Work	Bid Submitted by EBE	Actual Award	Reason for bid rejection	Approved by
1.					
2.					
3.					
4.					
5.					

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

1. List the month that the report is being submitted. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the official Purchase Order or Contract Number, as represented on the contract or purchase order.
6. List the project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Prime contractor's total dollar amount paid to each EBE firm(s), for the month being reported, for service performed and/or materials supplied.
11. List the EBE percentage goal on this project and the dollar amount.
12. List the name of the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY.
FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.**

**DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM**

Form D - EBE MONTHLY REPORT

(1) Report for the Month of _____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of service performed and/or material supplied _____

(5) Purchase Order /Contract# _____ (6) Project Number _____

(7) Start Date: _____ (8) Prime Contractors Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor YTD \$: _____

(11) EBE % goal _____ and \$ goal _____

List all EBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach EBE Payment Certification Form (Form E).**

NAME OF EBE FIRM(s)	SERVICE PERFORMED/ MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID Y-T-D
TOTAL PAID TO EBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name)
(Title)
(Phone Number)

(13) Authorized Signature: _____
(Name)
(Title)

(14) Date _____

Note: This form should be submitted no later than the 20th of every month to DOA-Emerging Business Enterprise Program, Room 606, City Hall, 200 E. Wells, Room 606, Milwaukee, WI or fax to (414) 286-8752.

**CITY OF MILWAUKEE – DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM**

EBE SUBCONTRACTOR PAYMENT CERTIFICATION

EBE Subcontractor's Firm Name: _____

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

This certificate is to be signed by the EBE subcontractor firm that was utilized in connection with the above contract, either for service performed, and/or as a supplier. Attach this form to the Prime Contractor's final FORM D (EBE Monthly Report) and return to:

Department of Administration
Emerging Business Enterprise Program
City Hall – Room 606
200 East Wells St
Milwaukee, W 53202
(or fax to 414-286-8752)

I _____ hereby certify that our firm has received
(PLEASE PRINT NAME)
\$ _____ from _____
(PRIME CONTRACTORS NAME)
for subcontract work performed and/or material supplied on the above contract.

Signature & Title _____ Date: _____

Subcontractor

Signature & Title _____ Date: _____

Prime Contractor

**NOTE: THIS FORM MUST BE ATTACHED TO PRIME CONTRACTORS FINAL FORM D
(EBE MONTHLY REPORT)**

**CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM
EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS**

PRIME CONTRACTORS NAME: _____ CONTRACT NAME OR NUMBER: _____

START DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list below all proposed subcontractor(s) and/or material supplier(s) for this project.

EBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	AUTHORIZED EBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1.					
2.					
3.					
4.					

Authorized Signature: _____ Print Name & Title: _____

RETURN THIS FORM TO DOA-EMERGING BUSINESS ENTERPRISE PROGRAM
THIS FORM MUST BE SUBMITTED WITH THE PRIME CONTRACTORS BID.

Reviewed By: _____ PROJECT MANAGER TITLE _____ Date: _____

Reviewed By: _____ BUSINESS ANALYST SENIOR (DOA) - EBE Program _____ Date: _____