

060621

Contract No. 06-061 (RA)
C191006061

**102 NORTH WATER STREET
FINAL RIVERWALK DEVELOPMENT AGREEMENT**

This Agreement is made this 21 day of September, 2006, by and among the City of Milwaukee ("City"), the Redevelopment Authority of the City of Milwaukee ("RACM") and Rivren Group, LLC, a Wisconsin limited liability company ("Developer").

Witnesseth:

Whereas, the Developer is the owner of certain property located at 102 North Water Street, Milwaukee, Wisconsin (the "Property") as legally described in the Legal Description (attached hereto as *Exhibit A*); and

Whereas, the Property fronts on the North bank of the Milwaukee River; and

Whereas, the Developer wishes 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 Riverwalk Improvement is more particularly described on the Site Plan (attached hereto as *Exhibit C*) and will be adjacent to Developer's building to be constructed on the Property; and

Whereas, Developer will maintain and operate the Riverwalk Improvement, including making the Riverwalk Improvement 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 Developer'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 \$985,186 to be used by the Developer to fund approximately 50% of the eligible cost of construction the Riverwalk Improvement; and

Whereas, RACM, via Resolution No. 9856 adopted 9/21/2006 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. 060621 adopted 9/26/2006 has approved this Agreement and authorized the proper City officers to execute the Agreement on the City's behalf; and

Whereas, the Developer has approved this Agreement;

11. When Riverwalk Improvement is completed, provide Commissioner with a complete set of "As Built" plans and specifications.

II CITY ACTIVITIES

The City shall make available to RACM an amount up to \$985,186 (the "City Grant") in order to allow RACM to supply the RACM Grant to Developer for reimbursement of up to 50% of the cost of constructing the Riverwalk Improvement.

III RACM ACTIVITIES

A. Subject to the terms and conditions hereinafter set forth, RACM shall reimburse the Developer pursuant to the Developer budget and reimbursement schedule (attached herein as *Exhibit E*).

B. Subject to the terms and conditions hereinafter set forth, RACM grants to Developer an amount not to exceed 50% of the cost of the Riverwalk Improvement, but in no case exceeding \$985,186 ("RACM Grant"). The RACM Grant is to be disbursed to the Developer pursuant to the conditions set forth in Section B and is to be used solely to fund the construction of the Riverwalk Improvement.

C. No portion of the RACM Grant shall be disbursed to the Developer 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 Riverwalk Improvement.

2. The Commissioner of the Department of City Development ("Commissioner") has approved the final plans and specifications for the Riverwalk Improvement.

3. The Commissioner has approved the final construction budget for the Riverwalk Improvement.

4. The Commissioner has approved all the contracts entered into by the Developer for the preparation of plans and specifications, and to undertake the construction of the Riverwalk Improvement.

5. The Commissioner has received and approved the Certificate of Insurance.

6. The Riverwalk Improvement's architect or engineer has certified in writing to the Commissioner that the Riverwalk Improvement has been completed in accordance with

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 Riverwalk Improvement 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 Riverwalk Improvement, 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 Developer's contractor or subcontractor are not constructing the Riverwalk 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, until such corrective measures are completed in a satisfactory manner.

VI RECORDS

A. The Developer shall keep accurate, full and complete books and accounts with respect to the cost of constructing the Riverwalk Improvement, 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 Riverwalk Improvement.

B. The City Comptroller shall have the right, upon reasonable notice to the 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 Riverwalk Improvement, the Developer 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 EBE REQUIREMENTS

In contracting for the construction of the Riverwalk Improvement, the Developer shall comply with an 18% City Emerging Business Enterprise requirement (attached hereto as *Exhibit F*), as established by the Commissioner in accordance with Chapter 360, Milwaukee Code of Ordinances.

FOR THE DEVELOPER:

Rivren Group, LLC
c/o Halling & Cayo, S.C.
Attn: Scott N. Burns
320 E. Buffalo Street, Suite 700
Milwaukee, WI 53202

**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 Developer.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A
to

Riverwalk Development Agreement

Property

Lots 1, 2, 3 and 4, in Block 34, in Plat of the Town of Milwaukee, on the East side of the River, in the Southeast $\frac{1}{4}$ of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin. ALSO: Lots 1 and 2, in Subdivision of Lot 10, in Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

RiverWalk Design Guidelines

1. The Riverwalk shall provide for a continuous publicly accessible walkway to and along the water's edge. Fences or other security barriers blocking access to or along the water are prohibited.
2. The new Riverwalk system should connect with the public street system wherever the systems intersect.
3. Street stub ends shall be designed as public arrivals and main gateways from the River to the Historic District and vice versa.
4. The Riverwalk shall typically average 12 feet in width with a minimum unobstructed width of 8 feet and normally (per DNR) be built on the land immediately adjacent to the river.
5. Riverwalks may extend beyond the river's edge but shall not obstruct navigation or bridge maintenance.
6. Observation towers and platforms along the Riverwalk are desirable but shall be subject to architectural design review board approval and should be accessible to the public.
7. Bridging – Opportunities for locating the Riverwalk with water on both sides may be proposed as an occasional alternative path integrated with conventionally placed segments.
8. To intensify the presence of the river, the public Riverwalk should be positioned as close to the water level as possible with due respect to professional judgment and discretion.
9. To encourage private investment with frontage along the river, the Riverwalk should be positioned with appropriate proximity to the adjacent building's floor elevations.
10. Existing view corridors to and from the Third Ward shall be preserved and enhanced along public ways.
11. The Riverwalk shall establish a sense of place by making a sequence of destinations linked by a river edge walk.
12. The Riverwalk shall be composed of an array of consistent elements that reoccur throughout its length.
13. All property that is adjacent to the Riverwalk and exposed to view from it shall be addressed with design improvements that will respond to this new amenity by establishing a finished engaging edge condition at the upland side.
14. Surface parking lots and parking structures as well as auto service uses along the river are strongly discouraged. Where surface parking occurs a landscaped edge shall visually screen the lot and provide a backdrop for articulated connections to the Riverwalk.
15. Where service alleys occur, consideration shall be given to configuring a public access point to the Riverwalk so that pedestrians can share the alley with sporadic service vehicle traffic. If vehicle traffic is constant and represents a hazard to pedestrians or if the service alley is consistently used for refuse storage provide Architectural Review Board approved screening so that the service alley is clearly separated from the Riverwalk.
16. Street level commercial uses overlooking the Riverwalk are strongly encouraged.
17. River-level commercial uses are encouraged, however, commercial access to river-level Riverwalk space will be reviewed on a case-by-case basis. A minimum 8-foot public passage shall always be maintained.
18. Where residential uses occur along the edge, steps, terraces, yards, balconies, gardens, greenhouses, courtyards, etc. shall provide separation of the public Riverwalk from private dwelling unit windows.
19. Where bridge abutments occur along the Riverwalk, stairs, handicap accessible ramps, terraced slopes, overlooks with places for people to stop, rest and enjoy the view shall provide grade change transitions and connections.

20. Where streets terminate at the river, public spaces such as plazas, courtyards or quadrangles with transition spaces along their edge such as facades, terraces, steps, entrances, storefront windows, balconies, etc. shall be designed to connect and extend the pedestrian environment of the Riverwalk into the city. Street facades are subject to the Design Guidelines for the Historic Third Ward District.
21. The upland edge adjacent to the Riverwalk should be articulated with layers of public and semi-public transition spaces that increase the number of activity settings and opportunities for people to occupy, use and enjoy the River's edge in all weather conditions.
22. The water's edge adjacent to the Riverwalk should offer unrestricted access to the tranquil experience of the flowing river and could promote a return to natural habitat formation. Long-term boat dockage under exclusive use or control at landscaped segments is prohibited. Transient boat docking shall be permitted at approved locations.
23. Where pedestrian spaces are wider than 16 feet urban space furnishings shall be designed to encourage people to occupy and animate settings within the space. These settings should incorporate seating.
24. Riverwalk proposals shall provide a minimum of one linear foot of seating per 50 square feet of open space.
25. Trees should be used to articulate and subdivide public space. They can provide both refuge and prospect for seating.
26. Shrubs, flowers, and grasses shall be used to enrich the sensory experience of Riverwalk users. Plantings for all seasons shall be provided.
27. Although continuous access may not be met due to limiting site conditions, each segment of the Riverwalk shall be accessible to the handicapped via a public way in accordance with Federal ADA requirements.
28. Lighting unique to the Riverwalk should enhance surfaces and objects along the way as well as light the pedestrian path and promote security for night use.
29. Articulated overhead features are encouraged as devices to define spaces and thresholds between urban places.
30. Art, ornamentation and surface enrichment in close proximity to pedestrians shall be integrated into Riverwalk spaces to add meaning and celebrate local heritage.
31. Locally prevalent materials like brick, stone, concrete, metal, glass, and wood shall be used to relate the Riverwalk's design to the Historic Third Ward's unique image.
32. Along the Riverwalk where design elements of different character meet, visual transitions shall be used to clearly integrate or resolve each element visually (aesthetically).

EXHIBIT C: SITE PLAN

EXHIBIT C: SITE PLAN

Engineering Architecture & Interiors, Inc.
 811 North Park Drive
 Milwaukee, Wisconsin 53202
 Telephone: 414-224-1100
 Fax: 414-224-1101
 Website: www.eai.com

RIVER RENAISSANCE RIVERWALK
 22-113 North Water Street
 Milwaukee, Wisconsin

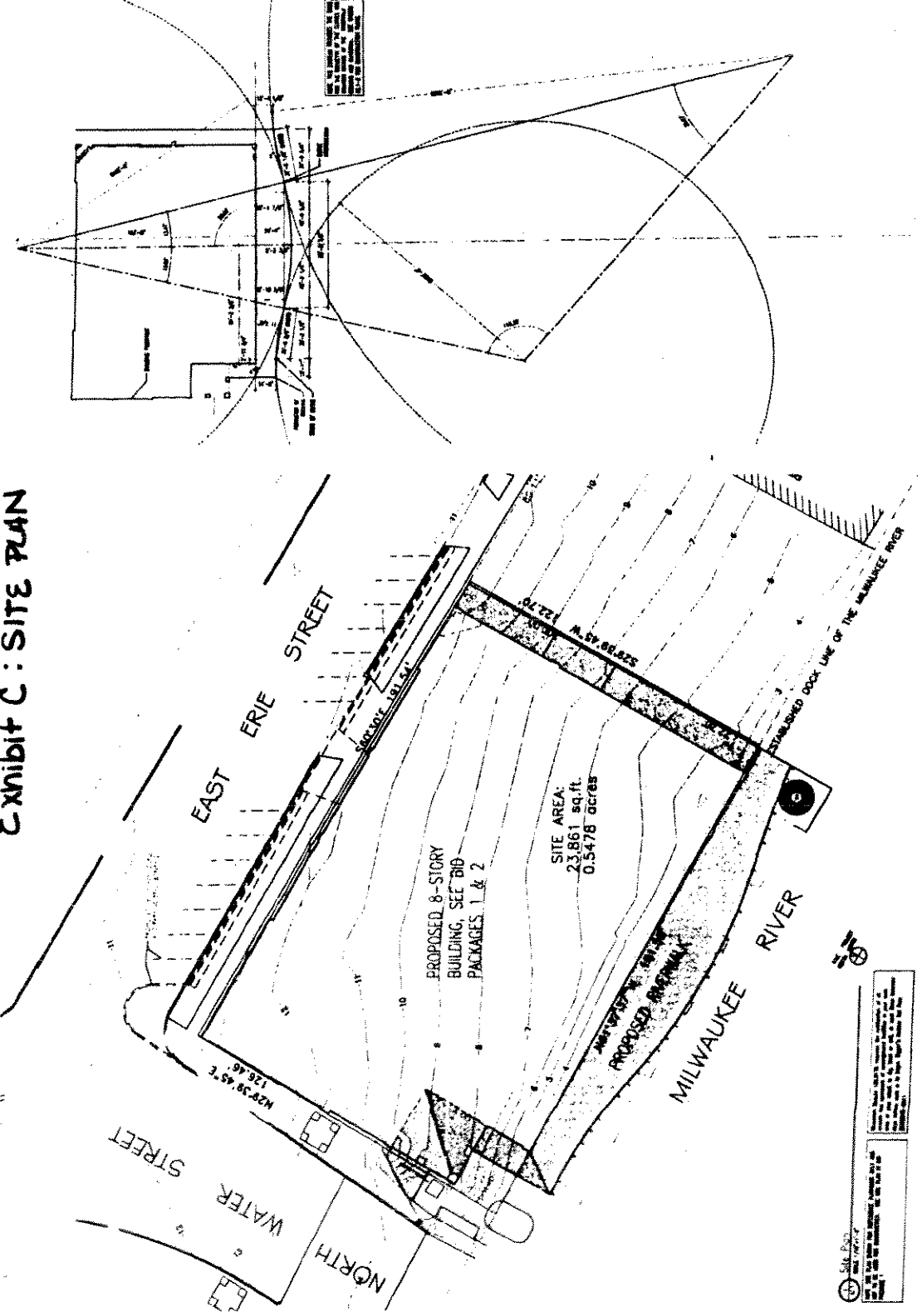
Project No. 24136
 Date: 11/11/09
 Scale: 1" = 100'-0"

Prepared by: [Name]
 Checked by: [Name]
 Drawn by: [Name]

Project Location: 22-113 North Water Street
 City: Milwaukee, WI 53202

Project Name: Riverwalk Geometry Plan
 Date: 11/11/09

A1.1



Riverwalk Geometry Plan
 11/11/09

11/11/09
 11/11/09
 11/11/09



Engineering Architecture Design & Construction, Inc.
 8111 Grand Boulevard
 Grand Rapids, Michigan 49506
 Phone: (616) 938-1000 Fax: (616) 938-1001

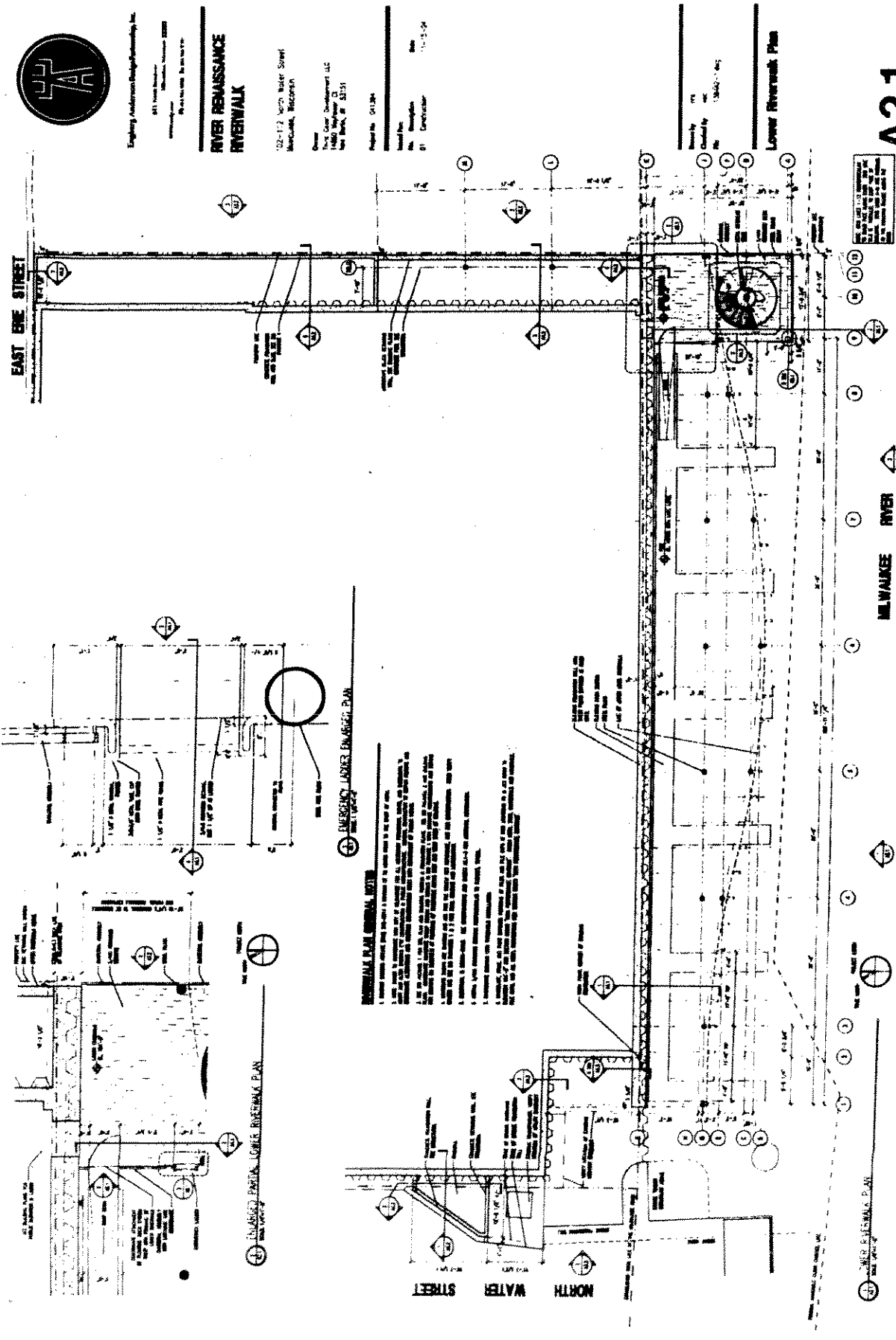
**RIVER RENAISSANCE
 RIVERWALK**

120-112 North Water Street
 Grand Rapids, Michigan

Client:
 The Grand Development LLC
 1480 Westwood Dr
 Grand Rapids, MI 49501

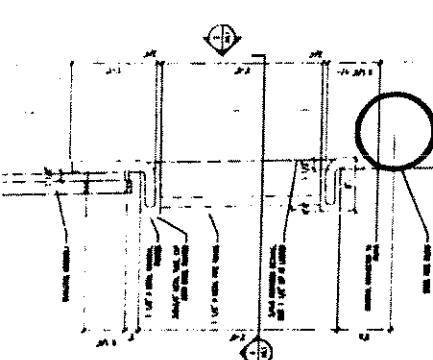
Project No. 011204
 Issue No. 01
 Date: 11-15-04
 Project: Riverwalk
 Drawing: 01 - Riverwalk Plan

EAST GENE STREET

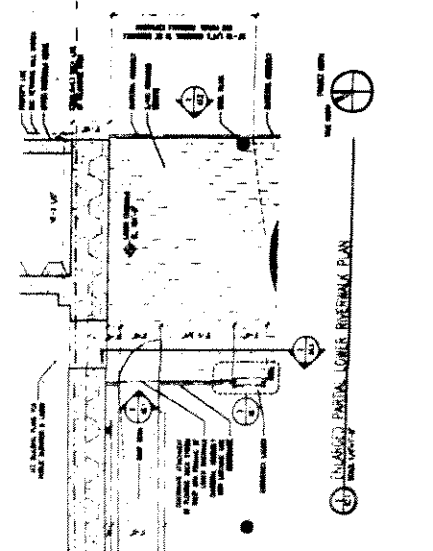


1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

A2.1



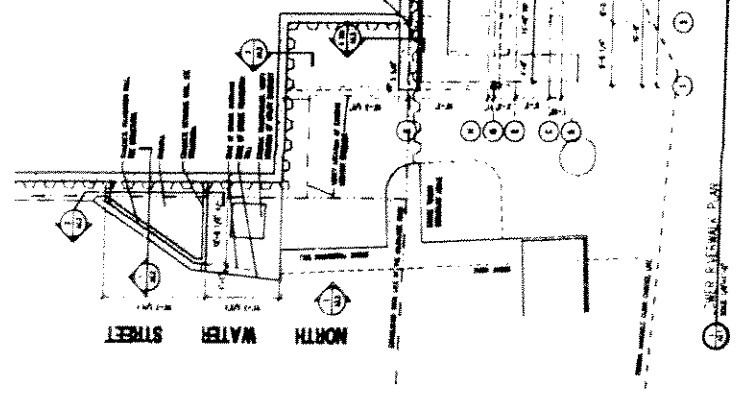
EMERGING LANSER ENHANCEMENT PLAN



ENHANCED PARTIAL LOWER RIVERWALK PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	11-15-04	ISSUE FOR PERMIT
2	11-15-04	ISSUE FOR PERMIT
3	11-15-04	ISSUE FOR PERMIT
4	11-15-04	ISSUE FOR PERMIT
5	11-15-04	ISSUE FOR PERMIT
6	11-15-04	ISSUE FOR PERMIT
7	11-15-04	ISSUE FOR PERMIT
8	11-15-04	ISSUE FOR PERMIT
9	11-15-04	ISSUE FOR PERMIT
10	11-15-04	ISSUE FOR PERMIT



ENHANCED EASTERN PLAN

MILWAUKEE RIVER

NORTH WATER STREET



Engineering Architecture Design/Programming Inc.
 611 North Broadway
 Milwaukee, Wisconsin 53202
 Milwaukee Office: 414.224.1100

**RIVER RENAISSANCE
 RIVERWALK**

1220 E. North Avenue, Suite 101
 Milwaukee, WI 53202

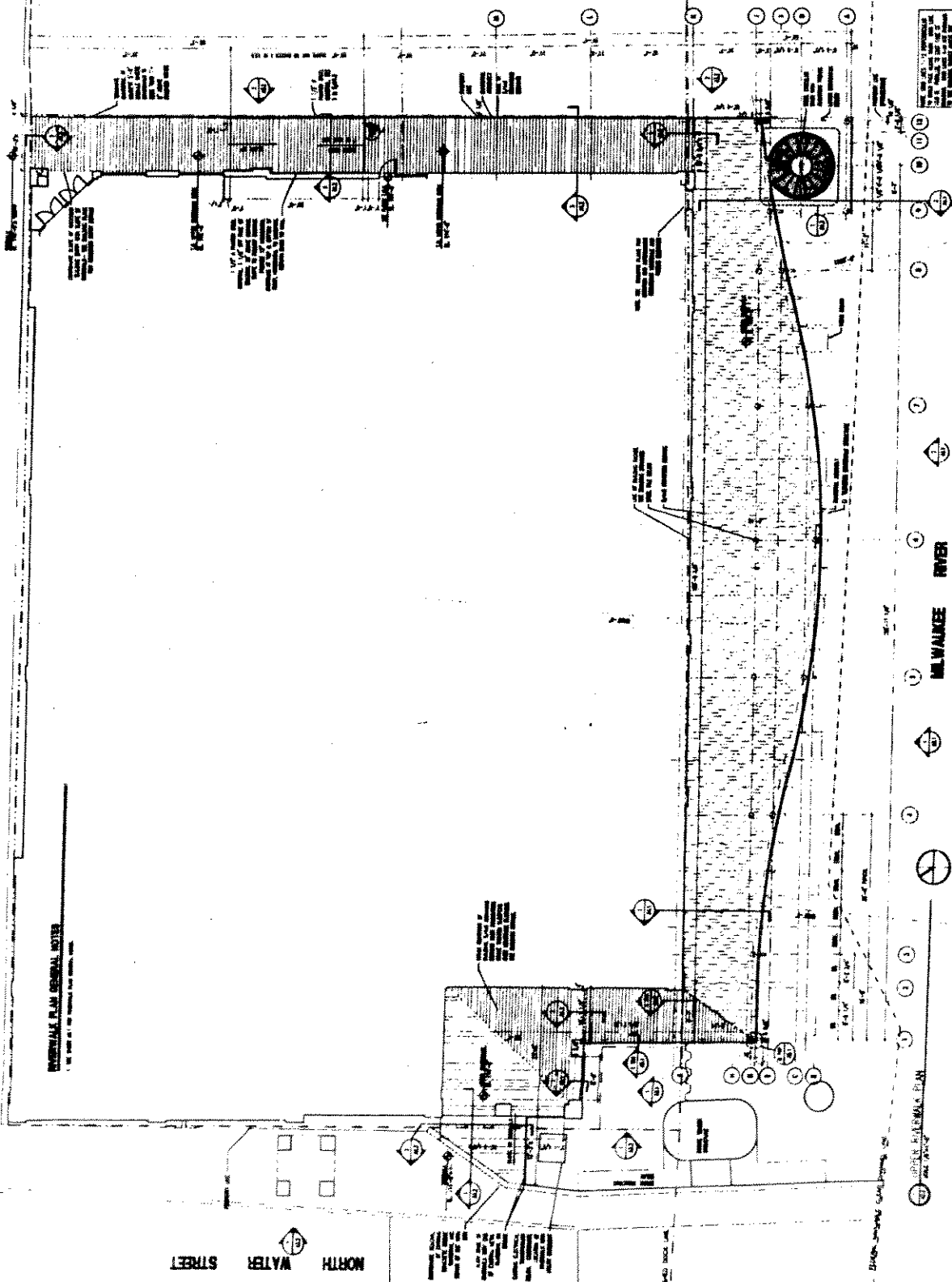
Client: The City of Milwaukee, WI
 1220 E. North Avenue, Suite 101
 Milwaukee, WI 53202

Project No.: 041304
 Issue No.: 01
 Issue Date: 11/15/04
 Issue Description: Construction

Scale: 1" = 30'-0"
 Date: 11/15/04

Upper Riverwalk Plan

A2.2



GENERAL NOTES
 1. SEE SHEET A2.1 FOR GENERAL NOTES.

NORTH WATER STREET

MILWAUKEE RIVER

MILWAUKEE RIVER

UPPER RIVERWALK PLAN
 SHEET A2.2

EXHIBIT D
GRANT OF EASEMENT AGREEMENT
(Riverwalk)

This Grant of Easement Agreement is made as of November 17, 2006, by and between Rivren Group, 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 imposes 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, upon completion of the Riverwalk Improvement and at any time thereafter, 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

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 nonexclusive 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).

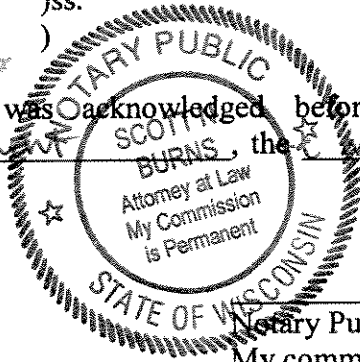
8. Grantor shall not make any structural alterations or modifications to the Riverwalk Improvement or make any changes to the color scheme of the Riverwalk Improvement as originally installed without the prior written consent of Grantee. Further, Grantor shall not install any decorative elements or attach 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.

GRANTOR:
RIVREN GROUP, LLC

By: *[Signature]*

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on October 10, 2006 by
Steven Stewart, the member of Rivren
Group, LLC.



Notary Public, State of Wisconsin
My commission: _____

GRANTEE:
CITY OF MILWAUKEE

[Signature]
Mayor

[Signature]
City Clerk

Countersigned:
[Signature] SPECIAL DEPUTY
Comptroller *clw*

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

EXHIBIT 1

**PROPERTY DESCRIPTION
US TITLE AND CLOSING SERVICES, LLC**

The land referred to in this Commitment is described as follows:

Lots 1, 2, 3, and 4, in Block 34, in Plat of the Town of Milwaukee, on the East side of the River, in the Southeast $\frac{1}{4}$ of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Also, Lots 1 and 2 in Subdivision of Lot 10, in Section 32, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

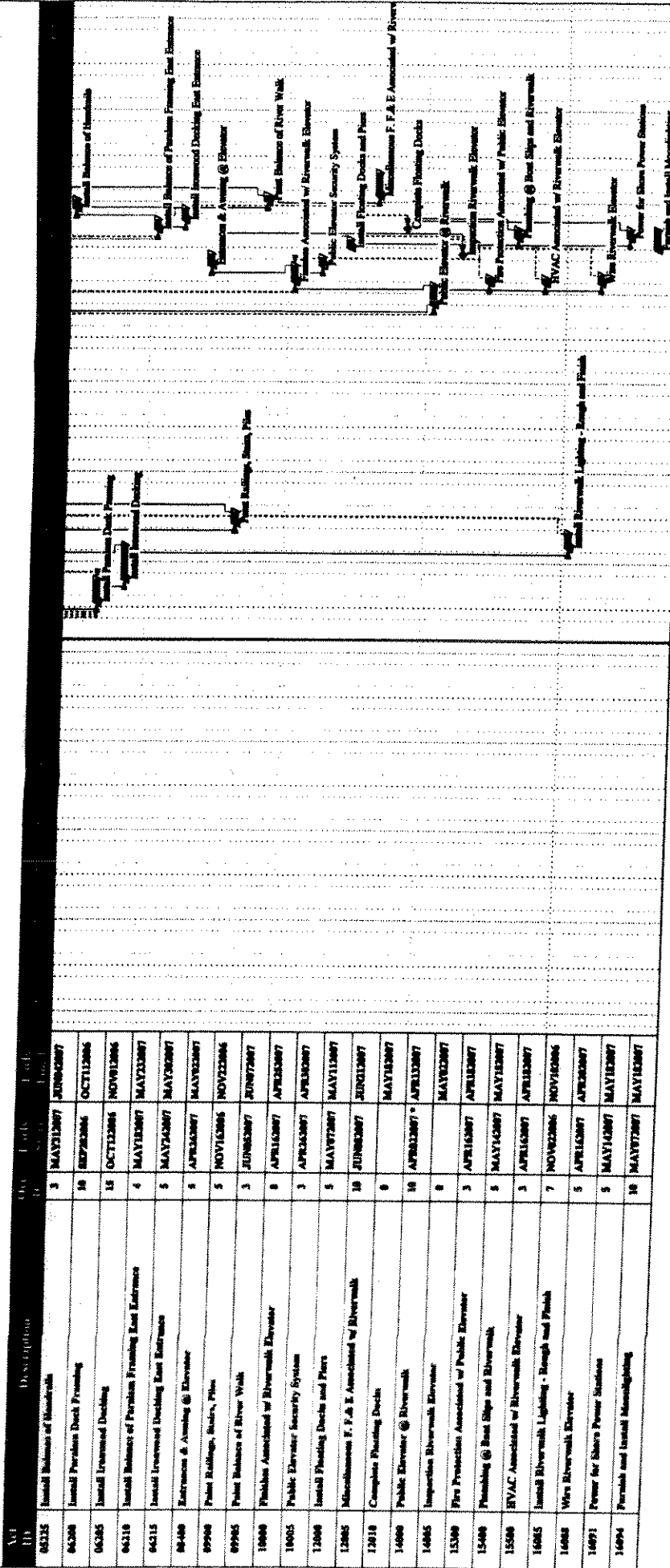
Together with lands lying between all of the above-described lands and the Dock Line of the Milwaukee River.

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.

River Renaissance River Walk



VJS Construction Services

Task ID	Description	Start Date	End Date	Task Type	Review Status	Checked	Approved
64335	Install Balustrade of Handrails	MAY12007	JUN042007	Early bar	Preliminary		
64336	Install Parade Deck Framing	MAY12007	OCT112006	Early finish point	Update		
64345	Install Unrouted Decking	SEP232006	NOV012006	Program bar			
64319	Install Balustrade of Parade Framing East Entrance	MAY12007	MAY232007	Critical bar			
64315	Install Unrouted Decking East Entrance	MAY242007	MAY282007	Summary bar			
64400	Entrances & Access @ Elevator	APR162007	MAY022007	Start milestone point			
69290	Paint Railings, Stairs, Piers	NOV162006	NOV222006	Finish milestone point			
69295	Paint Balustrade of River Walk	JUN022007	JUN072007				
10000	Finishies Anticipated of Riverwalk Elevator	APR162007	APR262007				
10005	Public Elevator Security System	APR162007	APR262007				
12000	Install Flooding Decks and Piers	MAY072007	MAY112007				
12005	Maintenances F. P. E. Anticipated of Riverwalk	JUN032007	JUN032007				
12010	Complete Flooding Decks	MAY12007	MAY12007				
14000	Public Elevator @ Riverwalk	APR162007	APR162007				
14005	Impediment Riverwalk Elevator	MAY022007	MAY022007				
15300	Fire Protection Anticipated of Public Elevator	APR162007	APR162007				
15400	Painting @ Boat Slips and Riverwalk	MAY102007	MAY122007				
15500	RYAC Anticipated of Riverwalk Elevator	APR162007	APR162007				
16005	Install Riverwalk Lighting - Rough and Finish	NOV022006	NOV202006				
16008	Wire Riverwalk Elevator	APR162007	APR262007				
16091	Power for Stairs Power Stations	MAY102007	MAY122007				
16094	Parade and Install Handrail Lighting	MAY072007	MAY122007				



River Renaissance
182 North Water Street
Milwaukee, Wisconsin

WISCONSIN SERVICE GROUP
Construction Services
182 North Water Street
Milwaukee, WI 53202
www.wjsconstruction.com
You Can Build on This

SECTION	DESCRIPTION	Cost of Materials to Public Right-of-Way		Cost of Materials in Public Right-of-Way		Cost of Other Work	Sept 2006	Oct 2006	Nov 2006	April 2007	May 2007	June 2007
		\$	%	\$	%							
82200	Riverwalk Pipe Piling	\$ 8,200										
	Steel Piling					\$ 20,000	\$ 20,000					
82250	Excavation & Backfill	\$ 6,071									\$ 6,071	\$ 4,000
	Best Bid Support for Public Riverwalk											\$ 24,000
82940	Landscape Allowance	\$ 10,000										
	Signage and New Historical Marker	\$ 10,000										
	Benches	\$ 1,000										
	WV Paving	\$ 2,500										
	Obstructed Pedestrian Access	\$ 15,000										
	Benches	\$ 34,000										
83300	Concrete	\$ 46,237		\$ 31,200				\$ 46,237			\$ 31,200	
	East Public Riverwalk Foundation											
	Foundation Walls, 8' high on grade											
	Curt & Corner at Sidewalk											
	Description of Bridge Wall											
	Rebar Lateral for Deckwall @ \$5.00/ft											
84300	Masonry	\$ 1,420		\$ 2,000				\$ 1,420			\$ 2,000	
	East Walkway Retaining Wall											
85100	Steel	\$ 20,118		\$ 15,000				\$ 20,118			\$ 15,000	
	Reinforcing Bars, Special Steels											
	Grate & Channels for Public Riverwalk											
	Reinforcing for Public Riverwalk											
	Grate and Channels for Public Boat Steps											
85500	Metal Fabrication for Public Riverwalk	\$ 1,200										
	Handrails											
86100	Strength & Finish Carpentry	\$ 10,491		\$ 7,713				\$ 10,491			\$ 7,713	
	Perimeter Girders, Parting & Iron Wood											
	Security System for Public Riverwalk and 3 Cameras											
87110	Public Pedestrian Allowance	\$ 1,200										
87220	Street Maintenance, Waterproofing for Public Riverwalk	\$ 5,000										
87320	Building Foundation for Public Riverwalk	\$ 5,000										
87940	Street M&M for Public Riverwalk	\$ 5,000										
88410	Excavation & Backfill for Public Riverwalk	\$ 200										
88418	Abandonment Excavation & Street Works for Public Riverwalk	\$ 5,000										
89700	Standard Construction for Public Riverwalk	\$ 14,578										
89900	Painting for Public Riverwalk	\$ 500										
18440	Demolition and Segregate for Public Riverwalk	\$ 300										
18522	Fire Extinguishers for Public Riverwalk	\$ 100										
18518	Alarm for Public Riverwalk	\$ 100										
14245	Byproduct Services for Public Riverwalk	\$ 2,075										

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8/18/2006

EXHIBIT F
EMERGING BUSINESS ENTERPRISE AGREEMENT
FOR
THE RIVERWALK IMPROVEMENT
102 NORTH WATER STREET
"RIVER RENAISSANCE"

This Emerging Business Enterprise Agreement is entered into by and between the CITY OF MILWAUKEE (hereinafter the "CITY"), and Rivren Group LLC (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 Riverwalk Improvement (hereinafter "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.

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.

Ken P. Sullivan
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 _____

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

PRIME CONTRACTOR'S 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: _____

**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 services performed and/or materials supplied.
11. List the EBE percentage goal on this project and the dollar amount.
12. List 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.**

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)**