

**102 NORTH WATER STREET  
RIVERWALK DEVELOPMENT AGREEMENT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 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 \$827,604.00 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. \_\_\_\_\_ adopted \_\_\_\_\_ 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. \_\_\_\_\_ adopted \_\_\_\_\_ 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;

Now, therefore, the City, RACM 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 shall:

1. Obtain and pay for all governmental permits and approvals necessary to construct the Riverwalk Improvement.
2. Prepare, or have prepared, final plans and specifications for the Riverwalk Improvement subject to the approval by the Commissioner as provided in Section I.B.2.
3. Prepare, or have prepared, a final construction budget for the Riverwalk Improvement for approval by the Commissioner as provided in Section I.B.3.
4. Prepare or have prepared all contracts and subcontracts for preparation and construction of the Riverwalk for Commissioner approval.
5. Construct the Riverwalk Improvement in accordance with the approved plans and specifications.
6. Submit signed EBE Agreement to Commissioner for approval.
7. Submit Certificate of Insurance for Commissioner approval.
8. Substantially complete the Riverwalk Improvement in its entirety by March 30, 2007.
9. Own, operate and maintain the Riverwalk Improvement, including undertaking all necessary capital repairs and replacements, during the term of this Agreement. 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.
10. When the Riverwalk Improvement is completed, as indicated by the project architect or engineer's certification as referenced in Section I.B.6, provide the City and RACM with a recordable Grant of Easement (attached hereto as Exhibit D).

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 \$827,604.00 (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 \$827,604.00 ("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

the Commissioner-approved plans and specifications and the Riverwalk Improvement costs have been fully substantiated by the Developer on appropriate AIA forms such as AIA Document G702.

7. The Commissioner has received and approved a signed EBE Agreement (attached hereto as *Exhibit F*).
8. The City and RACM have received a Grant of Easement in the approved form (attached hereto as *Exhibit D*).

In addition, final payment by RACM hereunder shall not be distributed to Developer until the improvements architect/engineer has certified in writing to the Commissioner that the portion of the Improvement located on the Property has been substantially completed in accordance with the Commissioner approved plans and specifications and budget for that portion of the Improvement located on the Property have been fully substantiated by the Developer on appropriate AIA forms such as AIA Document G702; provided, however, that progress payments equal to the City's proportionate share of costs incurred shall be disbursed by the City as follows: Payment requests shall be presented to the Commissioner by Developer, no more frequently than on a monthly basis, 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 he/she disapproves a request or any portion thereof he/she shall promptly state his/her 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 constructions 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 Riverwalk Improvement, 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 and its contractor or subcontractor shall be solely responsible for the completion of the Riverwalk Improvement. Nothing contained in this paragraph shall create or effect any relationship between the City and any contractor or subcontractor employed by Developer in construction of the Riverwalk Improvement.

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.

## 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*) shall be a permanent access easement running with the land, recorded at the Milwaukee County Courthouse upon completion of the Riverwalk.

## IX DEFAULT

If the Developer has not substantially completed the Riverwalk Improvement by the time specified in Section III.A.5. and the failure to substantially complete was either the Developer's fault and/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 the Riverwalk Improvement. 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.

## 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:

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]

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

CITY OF MILWAUKEE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

COUNTERSIGNED:

\_\_\_\_\_  
Comptroller

REDEVELOPMENT AUTHORITY OF  
THE CITY OF MILWAUKEE

By: \_\_\_\_\_  
Executive Director/Secretary

RIVREN GROUP, LLC

\_\_\_\_\_  
BY: Steven C. Stewart, Member

Approved as to the content this  
\_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Assistant City Attorney

Approved as to form and execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Assistant City Attorney



**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



Engberg Anderson Design Partnership, Inc.  
 411 South Superior  
 Milwaukee, Wisconsin 53201  
 www.ead.com  
 Phone: 414.224.1500  
 Fax: 414.224.1501

### RIVER RENAISSANCE RIVERWALK

124-112 North Miller Street  
 Milwaukee, Wisconsin 53202

Owner:  
 124-112 North Miller Street  
 Milwaukee, Wisconsin 53202  
 414.224.1500  
 414.224.1501

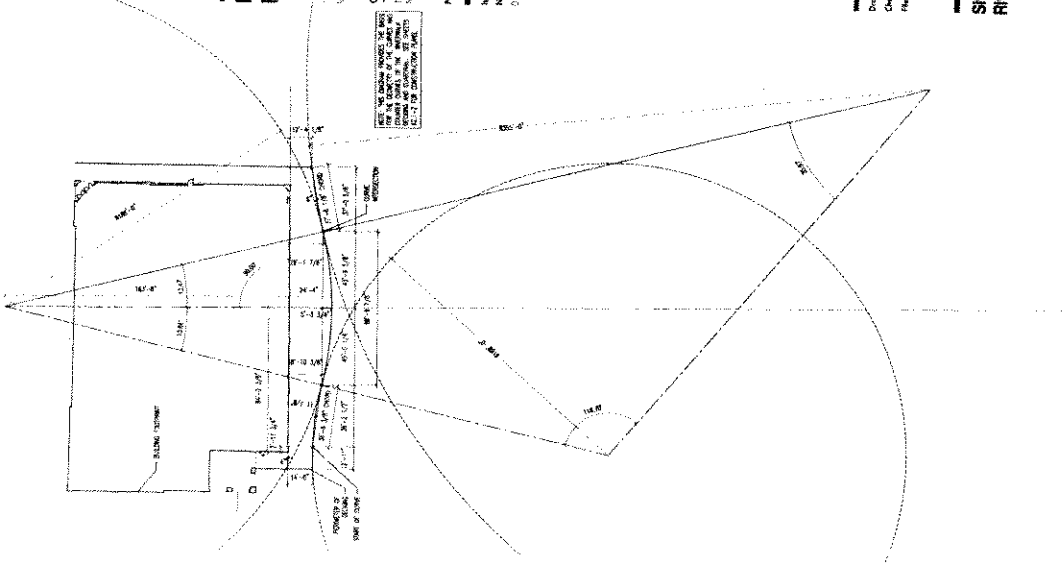
Project No. 241264

Drawn By: 480  
 Checked By: 480  
 Date: 11-1-04

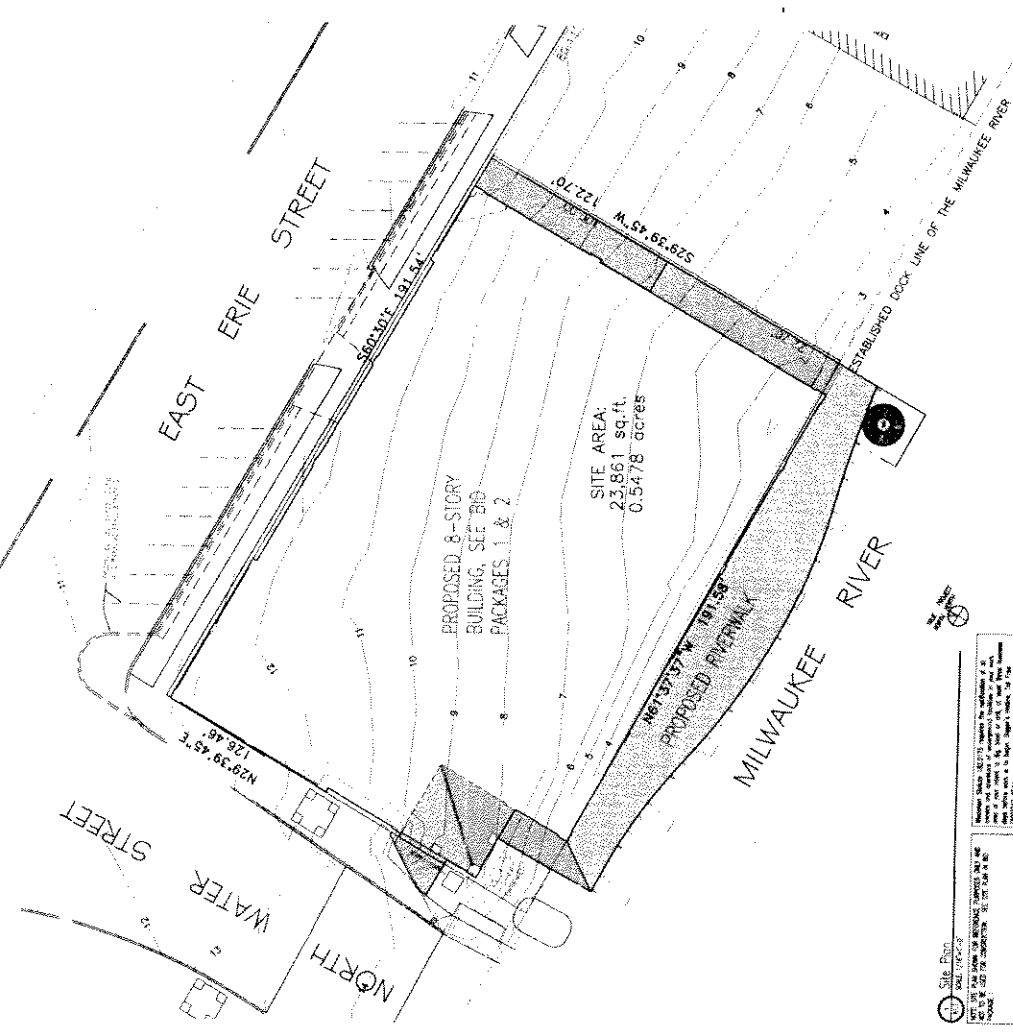
Project No. 241264

Site Plan  
 Riverwalk Geometry Plan

A11



North Arrow  
 Riverwalk Geometry Plan



Site Plan  
 Riverwalk Geometry Plan

11/1/04  
 11/1/04



Engberg Anderson Design Partnership, Inc.  
 811 North Riverside  
 300 North 10th Street  
 Milwaukee, Wisconsin 53207  
 www.eadp.com  
 P: 414.381.1000 F: 414.381.1001

**RIVER RENAISSANCE  
 RIVERWALK**

102-112 North Water Street  
 Milwaukee, Wisconsin

Owner:  
 The City of Milwaukee  
 1000 North Water Street  
 Milwaukee, WI 53201

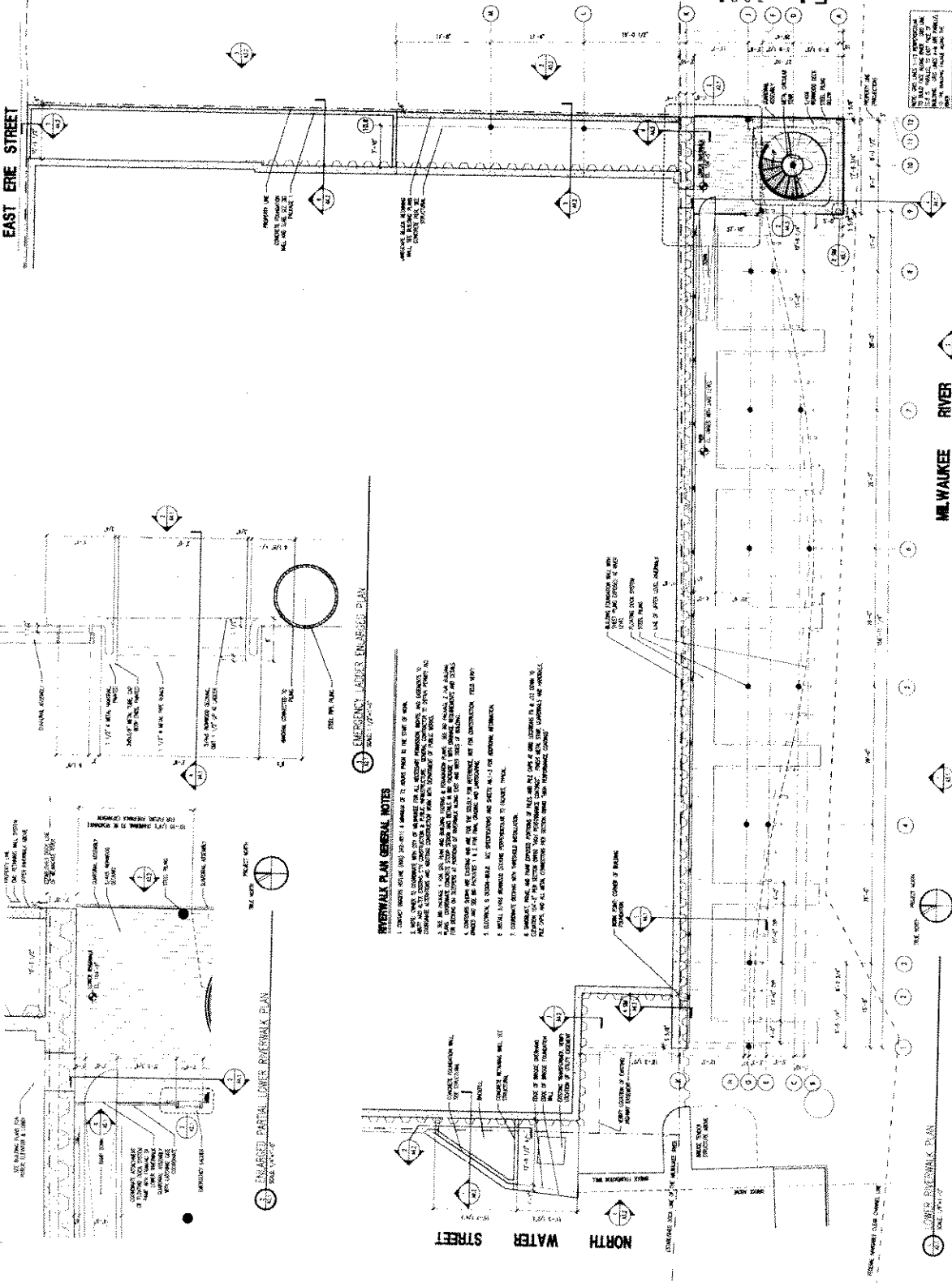
Project No. 041384  
 Issue No. Description Date  
 01 Conceptual 11-15-04

Drawn By: TJS  
 Checked By: JEC  
 Date: 11/15/04

**Lower Riverwalk Plan**

**A2.1**

EAST ERE STREET



MILWAUKEE RIVER

**RIVERWALK PLAN GENERAL NOTES**

1. EXISTING RIVERWALK SHALL BE MAINTAINED TO THE DEGREE POSSIBLE TO THE EXTENT OF WORK.
2. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
3. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
4. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
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6. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
7. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
8. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
9. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.
10. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909.

THIS PLAN IS TO BE CONSIDERED AS A PART OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF ALL INFORMATION AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

LOWER RIVERWALK PLAN  
 SCALE: 1/8" = 1'-0"



Engberg Associates Design Partnership, Inc.  
 411 South Broadway  
 Philadelphia, Missouri 63102  
 www.egad.com  
 P: 636-442-9900 F: 636-442-9901

**RIVER RENAISSANCE  
 RIVERWALK**

322-1.2 Mill River Street  
 St. Louis, Missouri

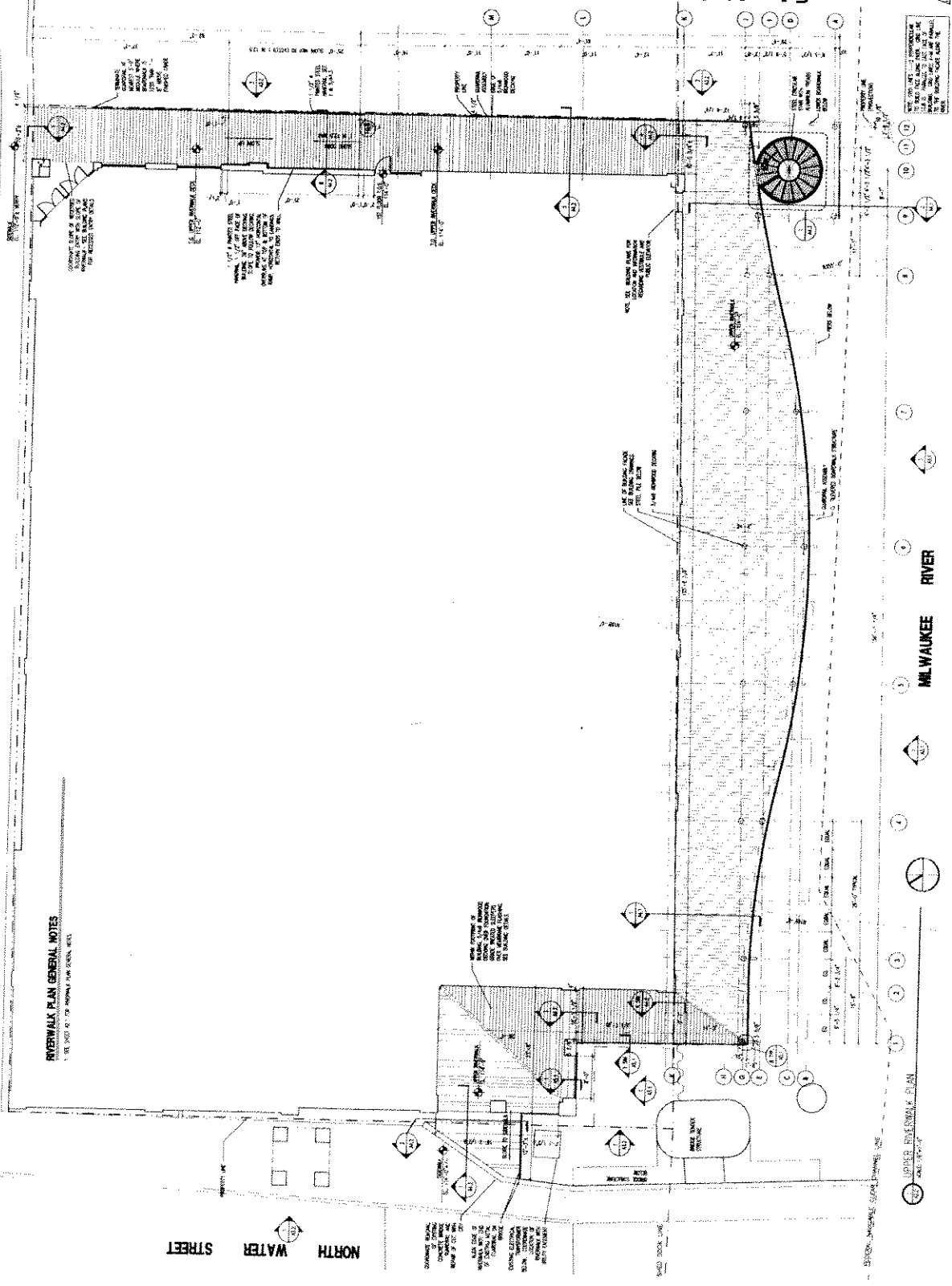
Owner: **St. Louis Development LLC**  
 14350 St. Louis Avenue  
 New Baltimore, MO 63125

Project No: 04-1354

Issued For:	Date:
No. Description	11-15-04
Construction	

Drawn by: **vc**  
 Checked by: **ck**  
 File: 030-47-2249

**Upper Riverwalk Plan**



**GENERAL NOTES**  
 1. SEE SHEET 02 FOR RIVERWALK GENERAL NOTES.

2. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF ST. LOUIS PLANTING SPECIFICATIONS.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. LOUIS STANDARD SPECIFICATIONS FOR PUBLIC WORKS.

4. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO ACCOMMODATE THE PROPOSED CONSTRUCTION.

5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.

6. ALL MATERIALS SHALL BE OF THE QUALITY AND TYPE SPECIFIED IN THE SPECIFICATIONS.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO ACCOMMODATE THE PROPOSED CONSTRUCTION.

9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. LOUIS STANDARD SPECIFICATIONS FOR PUBLIC WORKS.

**UPPER RIVERWALK PLAN**  
 SHEET 02 OF 02

DATE: 11-15-04  
 SCALE: AS SHOWN

PROJECT NO: 04-1354  
 DRAWING NO: 030-47-2249

DESIGNED BY: vc  
 CHECKED BY: ck

DATE: 11-15-04

SCALE: AS SHOWN

PROJECT NO: 04-1354

DRAWING NO: 030-47-2249

DESIGNED BY: vc  
 CHECKED BY: ck

DATE: 11-15-04

**EXHIBIT D**  
**GRANT OF EASEMENT AGREEMENT**  
**(Riverwalk)**

This Grant of Easement Agreement is made as of \_\_\_\_\_, 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

(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 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 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 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.

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 paragraph.

To Grantor:

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

To Grantee:

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

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.

In Witness Whereof, the Grantor and Grantee have hereunto set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2006.



This instrument was acknowledged before me on \_\_\_\_\_, 2006 by  
\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_,  
and \_\_\_\_\_ of the Redevelopment Authority of the City of Milwaukee.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

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

1050-2006-1350:105383

KPS/wt

**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 ¼ 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 2**

### **Riverwalk Improvement**

An approximately 16-foot wide Riverwalk running the entire length of the Property along the Milwaukee River. The total distance of the Riverwalk shall be approximately 180 linear feet. Improvements to the Riverwalk include the walking surface, landscaping, and any water taxi stop, lighting, decorative railing, benches, trash receptacles, sculptures and/or sculpture foundations located from time to time thereon. All Riverwalk improvements have been approved by the City of Milwaukee Planning Commission on June 7, 2004.

## 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.

**EXHIBIT E**

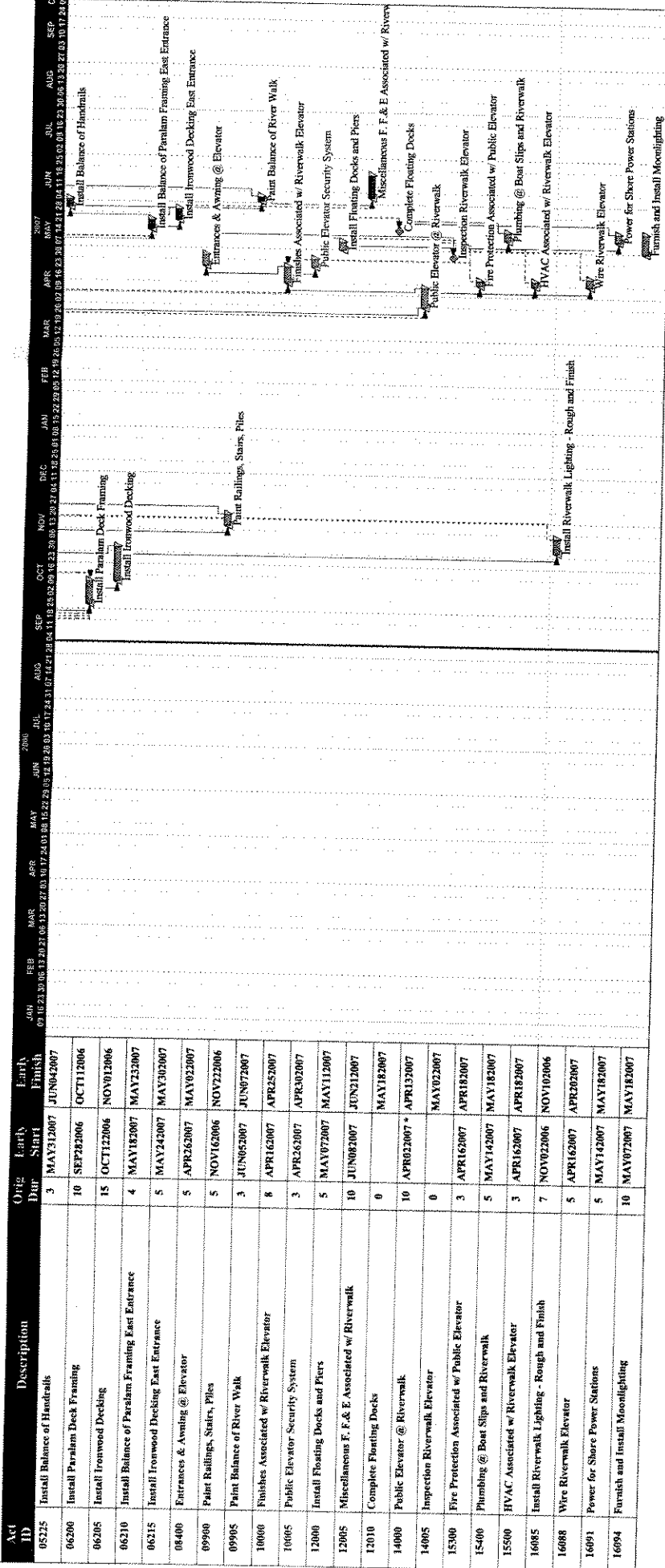
**to**

**Riverwalk Development Agreement**

**Developer Budget and Reimbursement Schedule  
(as attached)**



# River Renaissance River Walk



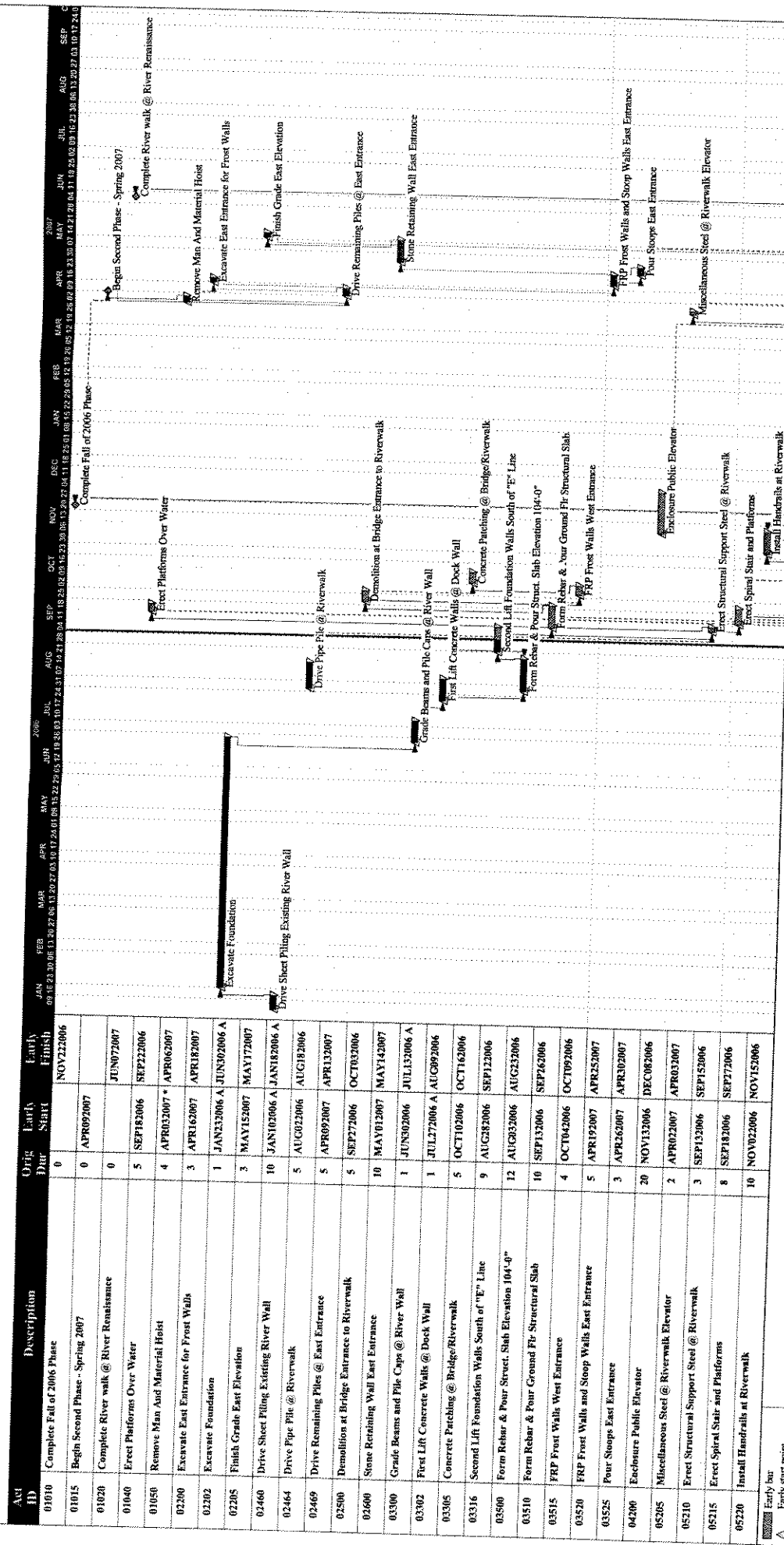
Act ID	Description	Orig Day	Early Start	Early Finish
05225	Install Balance of Handrails	3	MAY 31 2007	JUN 04 2007
06200	Install Paralam Deck Framing	10	SEP 28 2006	OCT 11 2006
06205	Install Ironwood Decking	15	OCT 12 2006	NOV 01 2006
06210	Install Balance of Paralam Framing East Entrance	4	MAY 18 2007	MAY 23 2007
06215	Install Ironwood Decking East Entrance	5	MAY 24 2007	MAY 30 2007
08400	Entrances & Awning @ Elevator	5	APR 26 2007	MAY 02 2007
09980	Paint Railings, Stairs, Piles	5	NOV 16 2006	NOV 22 2006
09905	Paint Balance of River Walk	3	JUN 05 2007	JUN 07 2007
10000	Finishes Associated w/ Riverwalk Elevator	8	APR 16 2007	APR 25 2007
10005	Public Elevator Security System	3	APR 26 2007	APR 30 2007
12000	Install Floating Docks and Piers	5	MAY 07 2007	MAY 11 2007
12005	Miscellaneous F. & E. Associated w/ Riverwalk	10	JUN 08 2007	JUN 12 2007
12010	Complete Floating Docks	0		MAY 18 2007
14000	Public Elevator @ Riverwalk	10	APR 02 2007	APR 13 2007
14005	Inspection Riverwalk Elevator	0		MAY 02 2007
15300	Fire Protection Associated w/ Public Elevator	3	APR 16 2007	APR 18 2007
15400	Plumbing @ Boat Slips and Riverwalk	5	MAY 14 2007	MAY 18 2007
15500	HVAC Associated w/ Riverwalk Elevator	3	APR 16 2007	APR 18 2007
16085	Install Riverwalk Lighting - Rough and Finish	7	NOV 02 2006	NOV 02 2006
16088	Wire Riverwalk Elevator	5	APR 16 2007	APR 20 2007
16091	Power for Shore Power Stations	5	MAY 14 2007	MAY 18 2007
16094	Furnish and Install Moonlighting	10	MAY 07 2007	MAY 18 2007

**VJS Construction Services**

Early bar  
 Early start point  
 Early finish point  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

Date	Revision	Checked	Approved
JUN 01 2006	Preliminary		
SEP 05 2006	Update		

# River Renaissance River Walk



## VJS Construction Services

Act ID	Description	Orig. Dwg.	Early Start	Early Finish	2006	2007
01010	Complete Fall of 2006 Phase	0		NOV222006		
01015	Begin Second Phase - Spring 2007	0	APR092007			
01020	Complete River walk @ River Renaissance	0		JUN072007		
01040	Erect Platforms Over Water	5	SEP182006	SEP222006		
01050	Remove Man And Material Hoist	4	APR032007	APR062007		
02200	Excavate East Entrance for Frost Walls	3	APR162007	APR182007		
02202	Excavate Foundation	1	JAN132006	JUN302006		
02205	Finish Grade East Elevation	3	MAY152007	MAY172007		
02460	Drive Sheet Piling Existing River Wall	10	JAN102006	JAN182006		
02464	Drive Pipe Pile @ Riverwalk	5	AUG022006	AUG122006		
02469	Drive Remaining Pile @ East Entrance	5	SEP272006	APR132007		
02500	Demolition at Bridge Entrance to Riverwalk	5	SEP272006	OCT032006		
02600	Stone Retaining Wall East Entrance	10	MAY012007	MAY122007		
03000	Grade Beams and Pile Caps @ River Wall	1	JUN302006	JUL132006		
03202	First Lift Concrete Walls @ Dock Wall	1	JUL172006	AUG092006		
03305	Concrete Patching @ Bridge/Riverwalk	5	OCT102006	OCT162006		
03316	Second Lift Foundation Walls South of 'E' Line	9	AUG302006	SEP122006		
03500	Form Rebar & Pour Struct. Slab Elevation 104'-0"	12	AUG022006	AUG132006		
03510	Form Rebar & Pour Ground Ftr Structural Slab	10	SEP132006	SEP162006		
03515	FRP Frost Walls West Entrance	4	OCT042006	OCT092006		
03520	FRP Frost Walls and Stoop Walls East Entrance	5	APR192007	APR252007		
03525	Pour Stoops East Entrance	3	APR262007	APR302007		
04200	Enclosure Public Elevator	20	NOV132006	DEC082006		
05205	Miscellaneous Steel @ Riverwalk Elevator	2	APR022007	APR032007		
05210	Erect Structural Support Steel @ Riverwalk	3	SEP132006	SEP152006		
05215	Erect Spiral Stair and Platforms	8	SEP182006	SEP272006		
05220	Install Handrails at Riverwalk	10	NOV022006	NOV152006		

- ▲ Early start point
- ▼ Early finish point
- ▬ Progress bar
- ▬ Critical bar
- ▬ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

Date	Revision	Checked	Approved
JUN012006	Preliminary Update		
SEP032006			



W233 N2847 Broadway, Circle 2nd Fl.  
 Pewaukee, Wisconsin 53072  
 Phone: 262.842.8000  
 Fax: 262.842.1271  
 www.m/sconstruction.com

**You Can Build on This**

**River Renaissance**  
 102 North Water Street  
 Milwaukee, Wisconsin

Station	Category	Cost Elements in Public Right-of-Way	Cost Elements to Public Right-of-Way	Cost of Sheet Pile	Sept 1 2006	Oct 1, 2006	Nov. 1, 2006	Dec 1, 2006	April 1, 2007	May 1, 2007	June 1, 2007	July 1, 2007
02200	Riverwalk Pipe Piling Sheet Piling	\$ 89,960	\$ 300,000	\$ 29,500 \$ 300,000								
02250	Excavation & Backfill East End Support for Public Riverwalk	\$ 36,491								\$ 30,491	\$ 6,808	\$ 34,000
02900	Landscaping Allowance Signage Incl New Historical Marker Benches Ivy Plantings Galvanized Planter Boxes Benches	\$ 10,000 \$ 10,000 \$ 1,500 \$ 2,500 \$ 10,000 \$ 34,000										
03300	Concrete East Public Riverwalk Footings, Foundation Walls, 8" slab on grade, Curb & Center & Sidewalks Demolition of Bridge Wall Form Liner for Deckwall @ \$5.00/sf	\$ 66,227	\$ 31,330	\$ 66,227		\$ 7,400 \$ 9,135				\$ 31,380		
04200	Masonry East Walkway Retaining Wall	\$ 9,135	\$ 7,500	\$ 9,135								
05100	Steel Boardwalk Rails, Spiral Stairs Gates & Guardrails for Public Riverwalk Reinforcing for Public Elevator Gates and Guardrails for Public Boat Slips	\$ 31,148									\$ 32,148	
05500	Metal Fabrications for Public Elevator	\$ 203,210	\$ 15,000			\$ 100,000	\$ 98,210				\$ 20,900	
06100	Rough & Finish Carpentry Furniture, Grinders, Purins & Iron Wood	\$ 1,500						\$ 2,500				
07110	Security System for Public Elevator Incl 2 Cameras	\$ 334,891	\$ 7,713	\$ 334,891						\$ 7,713		
07220	Public Finishes Allowances	\$ 3,500										
07620	Sheet Membrane, Waterproofing for Public Elevator	\$ 5,000								\$ 5,000		
07900	Building Insulation for Public Elevator	\$ -										
08410	Sheet 3/4" for Public Elevator	\$ -										
08410	Caulking & Sealants for Public Elevator	\$ 500								\$ 500		
09700	Aluminum Entrances & Storefronts for Public Elev.	\$ 5,000								\$ 5,000		
09900	Stained Concrete for Public Elevator Painting for Public Elevator	\$ 14,578										
10400	Misc. painting for Riverwalk	\$ 500								\$ 500		
10522	Directories and Signage for Public Elevator	\$ 100								\$ 100		
10530	Fire Extinguishers for Public Riverwalk	\$ 600								\$ 180		
14245	Awning for Public Elevator Hydraulic Elevator for Public Riverwalk	\$ 39,875						\$ 39,875				



Wash Netset Remedy Check Work  
 102 North Water Street  
 Milwaukee, WI 53233  
 Phone: 262.862.8000  
 Fax: 262.862.1371  
 www.mjs.com

Your. Can. Build. on. This.

**River Renaissance**  
 102 North Water Street  
 Milwaukee, Wisconsin

- Section  
 15010-A SAFETY  
 Plumbing Associated w/ Riverwalk  
 Water for Boat Slips  
 Water @ Riverwalk  
 15010-B HVAC for Public Elevator  
 15010-C Fire Protection for Public Elevator  
 16050 Electrical  
 Lighting Fixtures & Wiring  
 Electrical Budget for Elevator  
 Electrical Budget for Shore Power Stations
- OTHER COSTS  
 (2) Public Boat Slips:  
 (6) Balance of Public Boat Slips  
 Enclosure for Public Elevator.

Section	Cost of Elements in Public Right-of-Way	Cost Elements in Right-of-Way	Cost of Sheet Piles	Sept 1, 2006	Oct 1, 2006	Nov. 1, 2006	Dec. 1, 2006	April 1, 2007	May 1, 2007	June 1, 2007	July 1, 2007
15010-A	\$ 25,000	\$ 131,037	\$ 502,000	\$ 363,900	\$ 317,250	\$ 332,784	\$ 75,000	\$ 84,267	\$ 107,874	\$ 63,168	\$ 34,022
15010-B	\$ 3,000		\$ 10,000	\$ 38,300	\$ 51,775	\$ 15,279	\$ 2,500	\$ 8,427	\$ 14,286	\$ 6,315	\$ 3,450
15010-C	\$ 1,000			\$ 424,800	\$ 509,235	\$ 165,887	\$ 81,500	\$ 91,684	\$ 206,656	\$ 69,453	\$ 37,492
16050	\$ 1,500			\$ 24,720	\$ 34,772	\$ 70,684	\$ 4,250	\$ 5,261	\$ 11,000	\$ 4,103	\$ 2,244
	\$ 10,150	\$ 69,444									
	\$ 34,000										
	\$ 10,473							\$ 10,473			
	\$ 31,419							\$ 31,419			
	\$ 75,000						\$ 75,000				
	\$ 1,073,657	\$ 131,037	\$ 502,000	\$ 363,900	\$ 317,250	\$ 332,784	\$ 75,000	\$ 84,267	\$ 107,874	\$ 63,168	\$ 34,022
10% FEK	\$ 107,370	\$ 13,104	\$ 50,200	\$ 36,390	\$ 31,725	\$ 33,278	\$ 7,500	\$ 8,427	\$ 10,787	\$ 6,315	\$ 3,450
10% Contractor's Fee, General Reimbursable for electrical bids, lighting subcontractors, and coordinating work @ 10%											
Subtotal Division 1 Item 16 since 10% Fee	\$ 1,181,027	\$ 144,141	\$ 552,000	\$ 400,290	\$ 348,975	\$ 366,062	\$ 82,500	\$ 92,694	\$ 118,661	\$ 69,483	\$ 37,492
A/E Fee:	\$ 70,854	\$ 8,644	\$ 34,800	\$ 25,720	\$ 34,772	\$ 70,684	\$ 4,250	\$ 5,261	\$ 11,000	\$ 4,103	\$ 2,244
Building Permits Estimate	\$ 8,300			\$ 6,250							
Architectural and forward engineering for building existing mechanical, electrical, & on a single-build basis @ 5%											
Project Expenses	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Expense for Fee, Transmittals, computer plots, photographs, permit applications, travel time, & permits, etc	\$ 1,350,231	\$ 157,289	\$ 606,300	\$ 463,021	\$ 606,200	\$ 180,021	\$ 87,500	\$ 98,235	\$ 219,066	\$ 71,631	\$ 38,624
Subtotal All Estimated Costs	\$ 1,350,231	\$ 157,289	\$ 606,300	\$ 463,021	\$ 606,200	\$ 180,021	\$ 87,500	\$ 98,235	\$ 219,066	\$ 71,631	\$ 38,624
Contingency for Unforeseen Conditions @ 10%	\$ 135,023	\$ 15,729	\$ 60,630	\$ 46,302	\$ 60,620	\$ 18,002	\$ 8,750	\$ 9,823	\$ 21,907	\$ 7,163	\$ 3,862
Sub Total All Costs	\$ 1,387,024	\$ 173,018	\$ 666,930	\$ 509,323	\$ 666,820	\$ 198,023	\$ 96,250	\$ 108,058	\$ 240,973	\$ 78,794	\$ 42,486
DPW Fee @ 10%	\$ 138,702	\$ 17,302	\$ 66,693	\$ 50,932	\$ 66,682	\$ 19,802	\$ 9,625	\$ 10,806	\$ 24,097	\$ 7,879	\$ 4,249
B/C/D Fee \$150,000	\$ 150,000	\$ 15,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Final Cost	\$ 2,339,699	\$ 34,277	\$ 824,930	\$ 659,255	\$ 824,802	\$ 247,825	\$ 115,875	\$ 128,864	\$ 295,070	\$ 96,673	\$ 50,735

**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.

## 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](http://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 20<sup>th</sup> 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 2006.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.



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 \_\_\_\_\_

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 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
<b>TOTAL PAID TO EBE(s)</b>			

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 20<sup>th</sup> 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)**