



Department of City Development

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

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

May 15, 2009

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

Dear Mr. Leonhardt:

Enclosed is a fully executed duplicate original of the Agreement for Development, Contract No. 09-026 (RA), dated April 24th, 2009, between the Redevelopment Authority of the City of Milwaukee, the City of Milwaukee, Bishop's Creek Family Housing, LLC, and CommonBond Communities. This pertains to the development of the property located near the southwest corner of West Hampton and North 32nd Street.

Please insert this agreement into Common Council Resolution File No.081070, adopted December 18, 2008.

Sincerely,

Scott Stange
RACM Compliance Officer

Enclosure

Cc: Nyesha Turner

**DUPLICATE
ORIGINAL****AGREEMENT FOR DEVELOPMENT**

Agreement made as of this 24th day of April, 2009, by and among the **REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**, a public body corporate, (hereinafter called "RACM"), the **CITY OF MILWAUKEE**, a municipal corporation ("CITY"), **COMMONBOND COMMUNITIES**, a foreign nonstock corporation (hereinafter called "COMMONBOND") and **BISHOP'S CREEK FAMILY HOUSING, LLC**, a Wisconsin limited liability company (hereinafter called the "OWNER").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain property located near the southwest corner of West Hampton Avenue and North 32nd Street, as more fully described in the attached *Exhibit A* (the "Property"); and

WHEREAS, CommonBond Investment Corporation, an affiliate of and under common management and control with COMMONBOND, is the manager of OWNER; and

WHEREAS, RACM authorized the creation of Tax Incremental District No. 72 ("TID No. 72") pursuant to Resolution No. 10046 dated 11-20-2008, and the CITY's Common Council authorized the creation of TID No. 72 pursuant to Resolution 081070 dated December 16, 2008 for the purpose assisting in the redevelopment of the Property in accordance with the terms of this Agreement; and

WHEREAS, the CITY and RACM are willing to undertake the activities set forth in this Agreement, and COMMONBOND and the OWNER are willing to cooperate with the CITY and RACM in accordance with the terms of this Agreement.

NOW, THEREFORE, In consideration of the premises and mutual obligations of the parties hereto, CITY, RACM, COMMONBOND and OWNER hereby covenant and agree as follows:

INTRODUCTION

The intent of this Agreement is to set forth all actions on the part of the CITY, RACM, COMMONBOND and OWNER which are necessary for the implementation of the Project (as hereinbelow defined).

Sec. 1 PROJECT DESCRIPTION

OWNER intends to construct 55 units of high quality, affordable housing on the Property all as more fully described on the attached *Exhibit B* (the "Project").

Sec. 2 OWNER ACTIONS

In connection with the development of the Project, the OWNER shall:

- (a) Submit final site plans, proposed building elevations and landscape plans for the Project (the "Plans") to RACM for approval, which approval shall not unreasonably be withheld and receive such approval, prior to seeking any construction permits.
- (b) Submit final budget and operating *proformas* for the Project, including a description of the sources and uses of all funds (the "Budget") to RACM for approval, which approval shall not unreasonably be withheld and receive such approval, prior to seeking any construction permits.
- (c) Commence construction of the Project no later than 90 days following the execution of this Agreement and achieve Substantial Completion (as hereinafter defined) of construction of all the Project in accordance with the Plans within 18 months thereafter.
- (d) Enter into an Emerging Business Enterprise ("EBE") Agreement with the City's Equal Opportunity Enterprise Program in the form attached as *Exhibit C*. The goal for EBE participation for the Project shall be 25%.

Sec. 3 CITY ACTIONS

The CITY shall make available to RACM the amount of \$650,000 (the "City Grant") to allow RACM to provide funding in connection with the Project. The source of the City Grant shall not include any state or local bond proceeds the interest on which is exempt from income tax under Section 103 of the Internal Revenue Code of 1986, as amended.

Sec. 4 RACM ACTIONS

- (a) Subject to the terms and conditions hereinafter set forth, RACM shall advance the proceeds of the City Grant to COMMONBOND (the "RACM Grant"). The RACM Grant is to be disbursed to COMMONBOND subject to satisfaction of the conditions set forth immediately below in Subsection (b) and upon the disbursement schedule set forth further below in Subsection (c).
- (b) No portion of the RACM Grant shall be disbursed to COMMONBOND until all of the following have occurred or been satisfied:
 1. The OWNER has provided the Commissioner of the Department of City Development (the "Commissioner") with the Plans for the Project.
 2. The OWNER has received all federal, state and local agency approvals and permits necessary to construct the Project including but not limited to any required by the Wisconsin Department of Natural Resources and has complied with all applicable federal, state and local laws, which are necessary to construct the Project.
 3. The Commissioner has received the final construction Budget for the Project.

4. The Commissioner has received all the contracts entered into by the OWNER for construction of the Project.
 5. The Commissioner has received and approved a signed EBE Agreement provided by the OWNER.
 6. The Commissioner has received and approved evidence that adequate commitments to finance the Project have been secured.
- (c) The RACM Grant will be disbursed to COMMONBOND in three advances (each, an "Advance") provided that the Project work as described below for each Advance has been completed, which fact has been certified in writing to the Commissioner by an architect or engineer for the OWNER, in conformance with the Plans, and the costs thereof expended in a manner consistent with the Budget ("Project Costs") fully substantiated on appropriate AIA forms, such as AIA Document G702, and paid by the OWNER, as follows:
1. 50% of the RACM Grant will be disbursed to COMMONBOND upon OWNER having completed construction of at least 50% of the Project.
 2. The remainder of the RACM Grant, less \$20,000, will be disbursed to COMMONBOND upon Substantial Completion of 100% of the Project. As used herein, "Substantial Completion" shall mean completion of all construction activity necessary for the Project in a manner that leaves the Property and the Project free of liens and is consistent with the Plans, subject only to usual and customary so-called "Punchlist" items, and issuance of a certificate of occupancy with respect thereto. Substantial Completion may not necessarily include landscaping of the Property should the date of Substantial Completion occur in the late fall, winter or early spring of the year.
 3. The final \$20,000 shall be disbursed to COMMONBOND upon completion of all landscaping of the Property in conformance with the Plans.

Sec. 5 COMMONBOND ACTIONS

COMMONBOND shall lend all of the proceeds of each Advance of the RACM Grant to the OWNER upon COMMONBOND'S receipt of such Advance.

Sec. 6 ACCESS TO THE PROPERTY

The OWNER shall permit the representatives of CITY and RACM, upon reasonable prior written notice, access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction and development of the Project.

Sec. 7 RESTRICTIONS ON USE

The OWNER shall, during the 15-year period commencing upon the date of Substantial Completion:

- (a) Devote the Property only to and in accordance with the uses specified in this Agreement;
- (b) Not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, lease, rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof; and
- (c) Comply with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Sec. 12101, et. seq.

Sec. 8 NO TAX EXEMPTION

No portion of the Property shall at any time after Closing be exempt from real estate taxes. No owner or occupant of any of the Property shall apply for, seek or accept an exemption from the obligation to pay real estate property tax (whether by Wis. Stat. Sec. 70.11 or otherwise). This restriction shall be a permanent covenant which runs with the land and may only be released by a resolution adopted by the Common Council. To evidence the same, OWNER shall execute, and deliver to the Commissioner for recording, an instrument providing for the same.

Sec. 9 LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to Substantial Completion of the Project, neither the OWNER nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrances or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made or on or attach to the Property except for the purposes only of obtaining funds for the purchase, development and construction of the Property and/or the Project. Until Substantial Completion, the OWNER (or successor in interest) shall notify CITY and RACM in advance of any financing secured by a mortgage or other similar lien or instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of the OWNER or otherwise.

Sec. 10 DEFAULT, REMEDIES

If the OWNER fails to timely and fully fulfill and perform any of its obligations hereunder (a "Default"), the CITY and RACM shall have the right to terminate this Agreement. Prior to terminating this Agreement, the CITY shall notify the OWNER of any such Default hereunder and shall provide the OWNER with 30 days in which to cure such Default, or, if the Default is of such a nature that it cannot be cured within such 30-day period, such additional reasonable time as is necessary to cure the Default, limited, however, in the case of a Default arising from a

breach by OWNER of its obligations set forth in Section 2(c) above, to no more than 90 days in the aggregate to cure such Default. If the CITY and RACM terminate this Agreement pursuant hereto, neither the CITY nor RACM shall have any further obligation to provide COMMONBOND with any undisbursed Advance and the CITY and RACM shall not be under any further obligation to perform any other acts under this Agreement.

**Sec. 11 CONFLICT OF INTEREST: CITY AND RACM'S REPRESENTATIVES
NOT INDIVIDUALLY LIABLE**

No member, official or employee of CITY or RACM shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of CITY or RACM shall be personally liable to the OWNER or any successor in interest in the event of any default or breach by CITY or RACM or for any amount which may become due to the OWNER or successor or any obligations under the terms of this Agreement.

Sec. 12 PROGRESS REPORTS

OWNER shall, upon the written request of the Commissioner keep CITY and RACM apprised of progress and operation of the Project, including, but not limited to, construction progress, lease-up of units and status of occupancy of units in the Project.

Sec. 13 AUDIT RIGHTS

OWNER shall keep accurate, full and complete books and accounts with respect to OWNER's cost of developing, constructing, and completing the Project and carrying out its duties and obligations hereunder. All the books and accounts required to be kept hereunder shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of three years subsequent to the date of their respective creation. The CITY's Comptroller shall have the right, upon reasonable notice to OWNER, its contractors, or subcontractors, as the case may be, to examine the books and accounts.

Sec. 14 PUBLIC RECORDS

This Agreement and certain documents relating thereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. § 19.36(3) which includes records produced or collected under this Agreement). OWNER agrees to cooperate with CITY and RACM in the event either receives a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under, this Agreement, which record is subject to the Public Records Law.

Sec. 15 WAIVER

No delay, waiver, omission or forbearance on the part of any party to exercise any right, option, remedy, duty or power arising out of any breach or default by any other party of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or remedy, as against the other party for any subsequent breach or default by that party.

Sec. 16 COUNTERPARTS

The Agreement is accepted in three (3) counterparts, each of which shall constitute one and the same original instrument.

Sec. 17 SEVERABILITY OF PROVISIONS

If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

Sec. 18 NOTICES

Notices required to be sent under this Agreement shall be in writing and given either by personal delivery, by certified mail postage prepaid, or by facsimile or email to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notices sent by facsimile or email shall be deemed delivered on the date of sending-providing, however, (i) any such notice is (and must be) sent between the hours of 9:00 A.M. and 4:00 P.M. on business days that City Hall is open for business; and (ii) no error or similar message indicating inability to send is prompted by the sending of such notice by facsimile or by email. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

(a) If to RACM or City or the Commissioner:

Executive Director of RACM and DCD Commissioner
809 North Broadway
Milwaukee, Wisconsin 53202
Phone: (414) 286-5800
Facsimile: (414) 286-5467

Any notice sent to RACM or City shall be simultaneously sent and sent by the same manner to:

Kevin P. Sullivan
Assistant City Attorney

200 East Wells Street, Room 800 City Hall
Milwaukee, WI 53202
Phone: (414) 286-2625
Facsimile: (414) 286-3967
Email: ksulli@milwaukee.gov

(b) **If to OWNER OR COMMONBOND:**

Ms. Ellen Higgins
CommonBond Communities
328 Kellogg Boulevard West
St. Paul, MN 55102

IN WITNESS WHEREOF, CITY, RACM, COMMONBOND and OWNER have caused this Agreement to be executed by their authorized signatures as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**RACM
REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**

By: [Signature]
Robert Rondini, Chair

Attest: [Signature]
David P. Misky
Assistant Executive Director-Secretary

**CITY
CITY OF MILWAUKEE**

By: [Signature]
Tom Barrett, Mayor

By: [Signature]
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: [Signature] **DEPUTY**
W. Martin Morics, Comptroller _{TD}

**OWNER
BISHOP'S CREEK FAMILY HOUSING, LLC**

By: COMMONBOND INVESTMENT CORPORATION,
Manager

By: [Signature]
Its: VP

COMMONBOND COMMUNITIES

By: [Signature]
Its: VP

CITY ATTORNEY'S OFFICE
Approved as to Form and Execution

Dated May 15, 2009

By [Signature]
Assistant City Attorney

1050-2008-2494:1415

Exhibit A

Property

Lot 2 of Certified Survey Map No. 8099, a division of part of Lot B of Block 21 of North Milwaukee Townsite Company's Addition No. 2, in the Northwest one-quarter (1/4) of the Northeast one-quarter (1/4), Section 1, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Exhibit B

Project Description

The Project will include the development of a fifty five unit, residential family housing facility. The newly constructed facility will be of the highest quality and include forty six affordable units and nine market-rate units, plus appropriate landscaping and necessary parking. Six of the units will have one bedroom, thirty seven will have two bedrooms and twelve will have three bedrooms. The Project will also include a so-called "Advantage Center," a public, community area that will allow programming for a variety of supportive services for residents so as to build community, encourage self-sufficiency and support academic achievement for children.

Exhibit C

EBE Agreement

**EMERGING BUSINESS ENTERPRISE AGREEMENT
FOR THE
_____ PROJECT**

This Emerging Business Enterprise Agreement is entered into by and between the CITY OF MILWAUKEE (hereinafter the "CITY"), and {INSERT PROJECT NAME} (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 25% EBE participation in the construction of said PROJECT.

I. DEFINITIONS

- A. EMERGING BUSINESS ENTERPRISE ("EBE") is a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage, as defined in Chapter 360 of the Milwaukee Code of Ordinances. The individuals must have day-to-day operational and managerial control, interest in capital, financial risks and earnings commensurate with the percentage of their ownership. Emerging Business Enterprises are certified as such by the City of Milwaukee Certification Program. **Note: 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.

II. EMERGING BUSINESS ENTERPRISE PROGRAM

The DEVELOPER shall utilized EBE's, as defined in Chapter 360, Milwaukee Code of Ordinances, in developing and constructing the PROJECT for an amount equal to 25% of the total PROJECT costs deemed eligible pursuant to EBE guidelines.

- A. Demonstrable efforts, when exercised by the DEVELOPER in conjunction with the PROJECT, are 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 “EBE Marketing Plan – Publications/Advertising Contacts”**).

2. Provide interested EBEs and the agencies listed in **Exhibit B “EBE Marketing Plan – Community Agency Contacts**, with adequate information about PROJECT plans, specifications, and contract/subcontract requirements at least two (2) weeks prior to the contract bidding process. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as Exhibit B1 and submitting the completed Contact Sheet to EBEP prior to commencement of bidding.
3. Submit **EBE Participation Form A (Exhibit C)** to EBEP. This form must be submitted with the prime contractor’s bid.
4. Conduct pre-bid conferences and a pre- bid walk-through two (2) weeks in advance of the contract bid date.
5. Provide written notice to all pertinent construction trades and professional services EBEs listed in the current City of Milwaukee Directory, soliciting their services in sufficient time (at least 2 weeks) to allow those businesses to participate effectively in the contract bidding process. To identify EBEs for the PROJECT, utilize the current *Official City of Milwaukee EBE Directory* published by the City of Milwaukee Emerging Business Enterprise (EBE) Program. The directory can be accessed on-line at: www.milwaukee.gov/ebe

Follow-up with EBEs who show an interest in the PROJECT during the initial solicitation process (**Exhibit D “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. (**Exhibit E “ 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 25% 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 25% 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 25% EBE participation requirement.

III. REPORTING

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 (**Exhibit F "Categories of Work"**).
- 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 (**Exhibit G**) to EBEP the 20th of each month. Also submit EBE Subcontractor Payment Form (**Exhibit H**) with the final Form D.

IV. DEVELOPER VIOLATION

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:

- A. Withholding of payment.
- B. Termination, suspension or cancellation of the contract in whole or in part.
- C. 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 _____.

City of Milwaukee

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

By: _____
John Egan, Deputy City Comptroller

Developer: _____

By: _____
Insert Signatory Name

Approved as to form and execution this _____ day of _____, 20__.

City Attorney

**EXHIBIT A
EBE MARKETING PLAN**

PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times
(Published weekly)
2216 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 _____

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

National Association of Minority Contractors

3100 West Concordia Ave
Milwaukee, WI 53216
(414) 449-0837

The Milwaukee Urban League

435 West North Avenue
Milwaukee, WI 53212
(414) 374-5850

African American Chamber-Commerce

6203 West Capitol Dr
Milwaukee, WI 53216
(414) 462-9450

Hispanic Chamber of Commerce of Wisconsin

816 West. National Ave.
Milwaukee, WI 53204
(414) 643-6963

Wisconsin Minority Business Opportunity Center

1915 North Dr. Martin Luther King Jr. Drive, Suite 213-F
Milwaukee, WI 53212
(414) 372-3773

Hmong Wisconsin Chamber of Commerce

3616 West National Avenue. Suite 99
Milwaukee, WI 53215
(414)649-8331

Lao Family Community Inc.

2331 West Vieau Place Milwaukee, WI 53204
414-385-3380

EXHIBIT B1
Emerging Business Enterprise (EBE)
Contact Sheet

| Name of Agency | Address of Agency | Contact Person | Date of Contact | Time of Contact |
|-----------------------|--------------------------|-----------------------|------------------------|------------------------|
| | | | | |
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**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 | 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: _____ Date: _____ PROJECT MANAGER TITLE

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

Exhibit D
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:

EXHIBIT E
Emerging Business Enterprise (EBE)
Rejection of Bid Form

| Name and Address of EBE firm | Type of Work | Bid Submitted by EBE | Actual Bid Award | Reasons for bid rejection | Approved By |
|---------------------------------|--------------|-------------------------|---------------------|---------------------------|----------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| | | | | | |

**EXHIBIT F
CATEGORIES OF WORK**

Use Excel Spreadsheet

**EXHIBIT G
DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM**

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 indicate at the top of form.

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

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

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

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

(14) Date _____

Note: This form should be submitted no later than the 20th of every month to Emerging Business Enterprise Program, 200 East Wells Street, Room 606, Milwaukee, WI or fax to (414) 286-8752, Attn: Ossie Kendrix

**Exhibit H
FORM E**

**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)**

Ref. EBE Forms/ Form E – Payment Certification Form