

**1433 N. Water Street (Laacke and Joys Redevelopment)**  
**RIVERWALK DEVELOPMENT AGREEMENT**  
**CAO DOC #229325**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among the City of Milwaukee (the "City"), the Redevelopment Authority of the City of Milwaukee ("RACM") and Cherry Water, LLC a Wisconsin limited liability company, Hepatica Hills Holdings, Ltd., a Wisconsin corporation, and SW Platteville LLC, a Wisconsin limited liability company (the "Developer").

**WITNESSETH:**

Whereas, the Developer is the owner of certain property located at 1433 N. Water Street Milwaukee, Wisconsin (the "Property," as more particularly described on Exhibit A); and

Whereas, the Property fronts on the Milwaukee River; and

Whereas, the Developer or its affiliate(s) wish to undertake construction of an approximately 390 linear foot long Riverwalk ("Riverwalk Improvement") on the Property which will comply with the design plan approved by the City Plan Commission and the plans and specifications approved by the City of Milwaukee Department of City Development , a public access connection on the Property which connects the Riverwalk Improvement to Water Street ("Public Access Improvement"), and a dockwall on the bank of the Milwaukee River immediately riverward of the Property (the "Dockwall Improvement"). The Riverwalk Improvement and Public Access Improvement are more particularly described on Exhibit C attached hereto; and

Whereas, Developer will maintain and operate the Riverwalk Improvement and the Public Access Improvement on the Property, including making the Riverwalk Improvement and Public Access Improvement on the Property 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 and Public Access on the Property 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 and Public Access Improvement on the Property, RACM is willing to make a grant to the Developer in an amount not to exceed \$1,530,000 to be used by the Developer to fund up to 70% of the cost of constructing the Riverwalk Improvement on the Property; 100% of the cost of constructing the Public Access Improvement on the Property; and up to 50% of the cost of constructing the Dockwall Improvement; and

Whereas, the City, via Common Council Resolution File No. \_\_\_\_\_ adopted \_\_\_\_\_, 2016 has approved this Agreement and authorized proper officials of the City to execute this Agreement; and

Whereas, RACM, via Resolution No. \_\_\_\_\_ adopted June 16, 2016 has approved this Agreement and authorized proper officers of RACM to execute this Agreement on RACM'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.  
RACM ACTIVITIES**

A. Subject to the terms and conditions hereinafter set forth, RACM grants to the Developer an amount not to exceed 70% of the cost of construction of the Riverwalk Improvement on the Property, 100% of the cost of constructing the Public Access Improvement on the Property, and 50% of the cost of construction of the Dockwall Improvement, but in no case exceeding, in the aggregate, \$1,530,000 (the "RACM Grant"). The RACM Grant is to be disbursed to the Developer subject to satisfaction of the conditions set forth in Section B, and is to be used solely to reimburse the Developer for costs incurred in the construction of the Riverwalk Improvement, Public Access Improvement, and the Dockwall Improvement (collectively, the "Improvements").

B. The RACM Grant shall be disbursed to the Developer provided the following requirements set forth below at numbers 1 through 4 are met:

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, but not limited to, the Americans with Disabilities Act, which are necessary to undertake construction of the Improvements.

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

3. The Commissioner has approved the budget for the Improvements a copy of which is attached as Exhibit D.

4. The City has received a grant of an easement across the Riverwalk Improvement and the Public Access Improvement on the Property in a form as set forth on Exhibit C (the "Riverwalk Easement"). Prior to, or concurrently with, the first payment request, Developer agrees to deposit a fully executed Riverwalk Easement in recordable form with the

City for the City to hold in escrow until such time as the Improvements are completed. Upon completion of the Improvements, the City shall execute the Riverwalk Easement and cause the same to be recorded with the Milwaukee County Register of Deeds.

## **II. CITY ACTIVITIES**

A. The City shall make available to RACM an amount up to \$1,530,000 (the “City Grant”) in order to allow RACM to supply the Developer with the RACM Grant for reimbursement of up to 70% of the costs of constructing the Riverwalk Improvement on the Property, 100% of the cost of constructing the Public Access Improvement on the Property, and 50% of the costs of constructing the Dockwall Improvement.

## **III. DEVELOPER ACTIVITIES**

- A. The Developer shall:
1. Prepare, or have prepared, final plans and specifications for the Improvements subject to the approval by the Commissioner as provided in Section I.B.2.
  2. Prepare, or have prepared, a budget for the Improvements for approval by the Commissioner as provided in Section I.B.3.
  3. Obtain and pay for all governmental permits and approvals necessary to construct the Improvements.
  4. Prepare, or have prepared, all contracts and subcontracts for the design and construction of the Improvements.
  5. Comply with all applicable federal, state and local laws.
  6. Construct the Improvements in accordance with the approved plans and specifications.
  7. Execute the Small Business Enterprise Agreement (in the form attached as Exhibit E) and submit same to the Commissioner for approval.
  8. Submit a certificate of insurance to the Commissioner for approval.
  9. Substantially complete the Improvements within six months after receiving a Certificate of Occupancy for Developer's primary building on the Property. The dates set forth herein for completion of the Improvements shall hereinafter be the “Completion Deadlines.” Notwithstanding the foregoing, in the event Developer encounters construction delays beyond the Developer’s reasonable control, other than delays caused by the fault or negligence of Developer (an “Excusable Delay”) and Developer provides the City and RACM with a notice

describing the cause, nature and duration of the Excusable Delay, then the Completion Deadlines shall automatically be extended for a period equal to the duration of the Excusable Delay.

10. Own, operate and maintain the Riverwalk Improvement and Public Access Improvement on the Property, including undertaking all necessary capital repairs and replacements, as more fully provided in the Riverwalk Easement. The Riverwalk Easement shall govern all aspects of the operation of the Riverwalk Improvement and Public Access Improvement on the Property once the same is completed.

11. When the Improvements are completed, provide the Commissioner with a complete set of "As Built" plans and specifications covering same.

12. Upon request of the Commissioner, provide copies of all contracts and subcontracts entered into by the Developer, or on the Developer's behalf for the preparation of the plans and specifications for the Improvements and construction of the Improvements.

#### **IV. CHANGES**

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

#### **V. INSPECTIONS**

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

B. RACM may make reasonable inspections, including but not limited to inspections on behalf of RACM by the City Department of Public Works, Department of City Development and Department of Neighborhood Services, of the Improvements during the period of construction thereof, provided that such inspections do not interfere with the progress of the work and RACM and/or the City provides Developer with at least twenty four (24) hours prior written notice of such inspections. In order to allow RACM and the City agencies to undertake these inspections in a meaningful fashion, upon request or otherwise pursuant to this Agreement, the Developer shall provide RACM with a complete set of plans and specifications in respect of the Improvements as well as any change orders and shop drawings relating thereto.

C. In the event that the Commissioner determines, as a result of such inspections, that the Developer's contractor or subcontractors are not constructing any of the Improvements in accordance with the approved plans and specifications, the Commissioner shall promptly inform

the Developer of such noncompliance and the Developer shall, as soon as reasonably possible, require its contractor or subcontractors to remedy such noncompliance. The Commissioner may withhold payment of the RACM Grant until such corrective measures are completed and the noncompliance cured 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 Improvements, consistent with the approved budget, and shall include a provision in all of its contracts requiring its contractors and their subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of six years subsequent to the completion of the Improvements.

B. The City Comptroller, on behalf of RACM, shall have the right, upon at least twenty four (24) hours prior written notice to the Developer, to examine the books, records and accounts of the Developer that relate to the Improvements, during normal hours of business.

C. After substantial completion of the Improvements, 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. HUMAN RESOURCES REQUIREMENTS**

In contracting for the construction of the Improvements, the Developer shall use its best efforts, and document such efforts in a manner satisfactory to the Commissioner, to comply with a 25% City Small Business Enterprise requirement (pursuant to the terms of the Agreement attached hereto as Exhibit E) as established by the Commissioner in accordance with Chapter 370, Milwaukee Code of Ordinances ("MCO") and further use its best efforts to comply with the requirement that 40% of the worker hours in connection with construction of the Improvements be performed by residents of the City of Milwaukee as provided in Section 309-41-2 of the MCO.

## **VIII. TERM**

This Agreement shall terminate upon both (1) the completion of construction of the Improvements consistent with the official plans and specification to the satisfaction of RACM; and (2) the City and full payment to Developer of the RACM Grant.

## **IX. DEFAULT**

If the Developer has not substantially completed the Improvements by the appropriate Completion Deadlines, and the failure to substantially complete was either the Developer's fault

or was for reasons substantially within the Developer's control, RACM and the City shall have the right to reduce the amount of the RACM Grant by an amount equal to \$400 for each day, up to 90 days, substantial completion of the Riverwalk Improvement is so delayed, plus \$600 for each day beyond 90 days but less than 180 days substantial completion of the Riverwalk Improvement is so delayed and \$1,000 for each day thereafter substantial completion of the Riverwalk Improvement is so delayed.

**X.  
CONFLICT OF INTEREST**

No member, officer or employee of RACM, during his/her tenure or 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:

For RACM:

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

For the City:

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

For the Developer:

Cherry Water, LLC, SW Platteville LLC, and Hepatica Hill Holdings, Ltd  
Attention: Stewart Wangard  
1200 N Mayfair Road, Suite 310  
Milwaukee, WI 53226

**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:

1. RACM and the City may each assign its respective rights hereunder to the other without the consent of Developer; and
2. The Developer may grant a collateral assignment of its rights hereunder to any lender providing construction financing for improvements located on the Property; provided that such lender will not be required to perform any of the obligations of Developer under this Agreement.
3. The Developer may assign its obligations hereunder to affiliates controlled by or under common control with the Developer.

**[Signatures on the following page]**

**Signature Page to Riverwalk Development Agreement  
1433 N. Water Street Project**

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

REDEVELOPMENT AUTHORITY OF  
THE CITY OF MILWAUKEE

\_\_\_\_\_  
Executive Director/Secretary

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

COUNTERSIGNED

By: \_\_\_\_\_  
Martin Matson, Comptroller

WANGARD PARTNERS. INC.,  
AS AUTHORIZED AGENT FOR CHERRY  
WATER LLC, SW PLATTEVILLE LLC, AND  
HEPATICA HILL HOLDINGS LTD.

By: \_\_\_\_\_  
Stewart M. Wangard, Chairman & CEO

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310



**EXHIBIT A**  
to  
Riverwalk Development Agreement  
**Legal Description of the Property at 1433 N. Water Street**

**EXHIBIT B**  
to  
Riverwalk Development Agreement  
**Description of Riverwalk Improvement and Public Access Improvement**

See attached City Plan Commission approved plans

**EXHIBIT C**  
To  
Riverwalk Development Agreement  
**Grant of Easement Agreement**  
(Riverwalk)

Document Number	Document Title
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**GRANT OF EASEMENT  
AGREEMENT  
(1433 N. Water Street Riverwalk)**

**GRANT OF EASEMENT  
AGREEMENT  
  
(1433 N. Water Street)**

**Recording Area**

**Name and Return Address**

Mr. Jeremy R. McKenzie  
Assistant City Attorney  
City Attorney's Office  
841 N. Broadway, 7<sup>th</sup> Floor  
Milwaukee, WI 53202

See Exhibit 1

Parcel Identification Number (PIN)

## **GRANT OF EASEMENT AGREEMENT**

This Grant of Easement Agreement ("Agreement") is made as of \_\_\_\_\_, \_\_\_ 2016, by and among Cherry Water, LLC a Wisconsin limited liability company, Hepatica Hills Holdings, Ltd., a Wisconsin corporation, and SW Platteville LLC, a Wisconsin limited liability company ("Grantor") and the City of Milwaukee ("Grantee").

### **RECITALS**

A. 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

B. Pursuant to the terms of a Riverwalk Development Agreement dated \_\_\_\_\_, \_\_\_ 2016, ("Development Agreement") by and among Grantor, the Redevelopment Authority of the City of Milwaukee ("RACM") and Grantee, a certain Riverwalk Improvement and a certain Public Access Improvement as defined in the Development Agreement and identified on Exhibit B to the Development Agreement and on Exhibit 2 attached hereto will be constructed on the portion of the Property and will become part of the Property; and

C. 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

D. 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.

### **AGREEMENTS**

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 Public Access Improvement or at any time thereafter, a nonexclusive easement upon and across the Riverwalk Improvement and Public Access 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 and Public Access Improvement in accordance with the terms of this Agreement, provided, however, that the public, pedestrian access granted herein across the designated walkways 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 and Public Access 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 every ten (10) years, with any such adjustment being proportionate to the then current economic conditions; provided that the amount of liability insurance required by Grantee shall not be greater than the amount of liability insurance generally maintained by the owners of similar portions of the Riverwalk System. Grantor shall provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Agreement, and Grantor agrees to promptly provide Grantee with a copy of any written notice of cancellation, non-renewal, or material change Grantor receives from its insurer.

3. Grantor shall be responsible to maintain the Riverwalk Improvement and Public Access 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 and Public Access 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 of Milwaukee (the “City”) shall have the right to specially charge the Property under the provisions of 66.0627, Stats. 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 and Public Access 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 and Public Access 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 and Public Access 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 and Public Access 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 and Public Access Improvement by the public such as the number of people present in any single location, duration of stays, noise and permissible activities; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit 3, with any terms or provisions set forth in the Development Agreement or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of Exhibit 3, the Development Agreement 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 and Public Access Improvement to install and remove Decorations. 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 and Public Access Improvement (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvement and Public Access Improvement).

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

fixtures to or upon the Riverwalk Improvement and Public Access 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 and Public Access Improvement without the prior written approval of Grantor.

9. This Agreement is a permanent, nonexclusive, 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. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorney's fees) arising in connection with the Grantee's rights or obligations arising under this Agreement, including those arising from any injury (including death) or damage to any person or property sustained on or about the Property and resulting from (i) the negligent or intentionally wrongful act or omission of Grantee or (ii) the failure of Grantee to perform its obligations under this Agreement; provided, however, that Grantee's obligations hereunder shall not apply to the extent any such injury or damage results from the negligent or intentionally wrongful act or omission of the party seeking indemnification, its agents, officers, directors, or employees.

Grantor agrees to indemnify, defend, and hold harmless Grantee from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorney's fees) arising in connection with the Grantor's rights or obligations arising under this Agreement, including those arising from any injury (including death) or damage to any person or property sustained on or about the Property and resulting from (i) the negligent or intentionally wrongful act or omission of Grantor, or (ii) the failure of Grantor to perform its obligations under this Agreement; provided, however, that Grantor's obligations hereunder shall not apply to the extent any such injury or damage results from the negligent or intentionally wrongful act or omission of the party seeking indemnification, its agents, officers, directors, or employees.

11. Grantor may, at its sole discretion, assign all obligations with respect to the maintenance, repair, and insurance requirements, and funding for electricity, water, and other utilities contained in this Agreement to a condominium association(s), if applicable, on the Property at any time without Grantee's consent. After such assignment, Grantor shall be released from any further liability under this Agreement.

12. 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:

Cherry Water, LLC, SW Platteville LLC, and Hepatica Hill Holdings, Ltd.  
Attention: Stewart Wangard  
1200 N Mayfair Road, Suite 310  
Milwaukee, WI 53226

To Grantee:

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

and

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

13. 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.

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

**[Signatures on the following page]**

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR: WANGARD PARTNERS. INC., AS AUTHORIZED AGENT FOR CHERRY WATER LLC, SW PLATTEVILLE LLC, AND HEPATICA HILL HOLDINGS LTD.**

By: \_\_\_\_\_  
Stewart M. Wangard, Chairman & CEO

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by Stewart M. Wangard the Chairman & CEO of Wangard Partners Inc.

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

**GRANTEE: CITY OF MILWAUKEE**

By:\_\_\_\_\_

Tom Barrett, Mayor

By:\_\_\_\_\_

Jim Owczarski, City Clerk

Countersigned:\_\_\_\_\_

Martin Matson, Comptroller

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310

This instrument was drafted by the City of Milwaukee, Office of the City Attorney.

**EXHIBIT 1**  
to  
Grant of Easement  
**Legal Description of the Property**

**EXHIBIT 2**  
to  
Grant of Easement  
**[Description of the Riverwalk Improvement]**

See attached plans

**EXHIBIT 3**  
To  
Grant of Easement  
**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. Maintain a minimum of 8-foot wide clear path for through movement of pedestrians at all times the structure is open.
3. Maintain lighting during hours of darkness for security and safety (same burn time as City street lighting – minimum).
4. Remove ice and snow within 24 hours of a storm.
  - Area drains, if any, kept open at all times
5. Keep Riverwalk generally clean of litter on a daily basis.
  - Empty trash receptacles as necessary
  - Wash down Riverwalk of bird droppings/discarded forage as necessary
6. Keep benches and other amenities in good, safe repair at all times.
7. Paint railings, benches, and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes.
  - Remove graffiti as soon as practical (as weather permits)
8. Effect deck repairs to mitigate potential injury to public.
9. Inspect structural integrity of facility semi-annually and as necessary if collisions or other problems occur.

**EXHIBIT D**  
to  
Riverwalk Development Agreement

**Developer Budget and City Cost Sharing**

	Hard costs	Soft Costs	TOTAL
Pedestrian Connection	\$ 432,223.00	\$ 86,445.00	\$ 518,668.00
Riverwalk	\$ 567,087.50	\$ 113,417.40	\$ 680,504.90
Dockwall	\$ 275,000.00	\$ 55,000.00	\$ 330,000.00
TOTAL	\$ 1,274,310.50	\$ 254,862.40	
<b>TOTAL CITY CONTRIBUTION</b>	<b>\$ 1,529,172.90</b>		
*soft cost equal 20% of hard cost estimate			

**EXHIBIT E**

To

Riverwalk Development Agreement

**SMALL BUSINESS ENTERPRISE AGREEMENT  
FOR  
THE RIVERWALK IMPROVEMENT**

**SMALL BUSINESS ENTERPRISE &  
RESIDENTS PREFERENCE PROGRAM AGREEMENT**

**(1433 N. Water Street Riverwalk PROJECT)**

This Small Business Enterprise and Resident Preference Program Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2016, by and between the City of Milwaukee (“CITY”), and Cherry Water, LLC a Wisconsin limited liability company, Hepatica Hills Holdings, Ltd., a Wisconsin corporation, and SW Platteville LLC, a Wisconsin limited liability company (“DEVELOPER”).

**WHEREAS**, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with the Riverwalk Agreement dated even herewith (“Development Agreement”) executed by the parties in connection with the implementation of the Development Agreement;

**WHEREAS**, DEVELOPER acknowledges that CITY has established policies regarding the utilization of SBEs (defined below), in Chapter 370 of the Milwaukee Code of Ordinances (“MCO”); and

**WHEREAS**, DEVELOPER acknowledges that approval and execution of the Development Agreement was conditioned upon the DEVELOPER, its affiliates, assigns and their agents, agreeing to use best efforts to meet the requirements of this Agreement with respect to the development of the Project.



**NOW, THEREFORE**, the parties agree as follows:

**I. DEFINITIONS**

1. **SMALL BUSINESS ENTERPRISE (“SBE”)** is a business that has been certified by the City of Milwaukee Office of Small Business Development (the “SBE Office”) based on the requirements of MCO § 370-25.

2. **JOINT VENTURE** is an association of two 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.

3. **PROJECT** means the 1433 N. Water Street Riverwalk Project, as more particularly described in the Development Agreement.

4. **PROJECT COSTS** means all costs of the PROJECT, but less and excluding all costs associated with the purchase, lease or right to use any land; permit fees paid to CITY or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; work within trades for which there is no available SBE participation; other work not contracted through DEVELOPER and over which DEVELOPER does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by DEVELOPER and the SBE Office, with such approval not being unreasonably withheld. DEVELOPER or its representatives and the SBE Office shall meet and confer to determine the eligible PROJECT COSTS for such phase or portion of the PROJECT.

5. **RPP** means CITY’s Resident Preference Program.

**II. SMALL BUSINESS ENTERPRISE PROGRAM**

DEVELOPER shall, in developing and constructing the PROJECT, use Best Efforts, as defined below, to utilize SBEs for no less than 25% of the total PROJECT construction costs including the amounts expended for the purchase of non-professional services and supplies and 18% of the amounts expended for the purchase of professional services for the PROJECT deemed eligible pursuant to SBE guidelines, as summarized in **Exhibit A “Categories of Work.”**

A. “Best Efforts,” when exercised by DEVELOPER in conjunction with the PROJECT, is defined as DEVELOPER completing all of 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. Complete **Exhibit B “SBE Marketing Plan – Publications/Advertising Contacts”** and submit it to the SBE Office.
2. Provide interested SBEs and the agencies listed in **Exhibit C “SBE Marketing Plan – Community Agency Contacts”** with adequate information about the PROJECT plans, specifications, and contract/subcontract requirements at least two weeks prior to the date the contract bidding process commences. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as **Exhibit C1 “SBE Contact Sheet”** and submitting the completed Contact Sheet to the SBE Office prior to commencement of the bidding process.
3. Complete and submit **Exhibit D “Form A – Contractor Compliance Plan”** to the SBE Office upon execution of the prime contractor’s contract, if any, or upon commencement of construction.
4. Conduct pre-bid or selection conferences and a walk-through at least two weeks in advance of the date that bids are due.

5. Provide written notice of the PROJECT to all pertinent construction trade and professional service SBEs listed in the current City of Milwaukee Directory soliciting their services in sufficient time (at least two weeks) to allow those businesses to participate effectively in the contract bidding or selection process. To identify SBEs for the PROJECT, utilize the current *Official City of Milwaukee SBE Directory* published by CITY's SBE Office. The directory can be accessed on-line at:

<https://milwaukee.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=milwaukee&XID=2276>

6. Follow-up with SBEs who show an interest in the PROJECT during the initial solicitation process and document contact with SBE firms using **Exhibit E "SBE Solicitation Form."**
7. Select trade and professional service areas for SBE awards wherein the greatest number of SBEs exist to perform the work, thereby increasing the likelihood of contracts or subcontracts being awarded to SBEs. Where appropriate, split contracts or subcontracts into smaller, economically feasible units to facilitate SBE participation.
8. Negotiate in good faith with interested SBEs, not reject SBE bids or proposals as unqualified or too high without sound reasons based on a thorough review of the bid or proposal submitted and maintain documentation to support the rejection of any SBE bid or proposal. Bids that are not cost effective and/or are not consistent with the PROJECT schedule will be considered "rejectable." Rejected bids or proposals shall be documented on **Exhibit F "SBE Rejection of Bid or Proposal Form."**
9. Utilize the services available from public or private agencies and other organizations for identifying SBEs available to perform the work.

10. Include in the PROJECT bid, RFP or selection documents and advertisements an explanation of PROJECT requirements for SBE participation to prospective contractors and subcontractors.

11. As necessary and whenever possible, facilitate the following:

(a) Joint ventures, limited partnerships or other business relationships intended to increase SBE areas of expertise, bonding capacity, credit limits, etc.

(b) Training relationships

(c) Mentor/protégé agreements

B. If DEVELOPER completes the aforementioned activities it shall be deemed that DEVELOPER has acted in “good faith” and has satisfied the requirement for using Best Efforts for SBE participation for the PROJECT.

C. If at any point during the term of this Agreement, DEVELOPER meets or exceeds the 25% requirement for SBE participation for the construction, including supplies and non-professional services, of any phase or portion of the PROJECT or the 18% requirement for SBE participation for the purchase of professional services for any phase or portion of the PROJECT, whether commenced before or after the date hereof, it shall be deemed that DEVELOPER has achieved or exceeded CITY’s SBE requirement with respect to the Project, for the purposes of fulfilling the terms of this Agreement.

**D. Contract or subcontract amounts awarded to SBE suppliers, that do not manufacture products they supply, may only be counted for up to one-fifth of the SBE participation requirement for construction supplies described in subsection C, above.**

### **III. RESIDENT PREFERENCE PROGRAM**

DEVELOPER shall, in developing and constructing the PROJECT, use Best Efforts, as defined below, to utilize unemployed or underemployed residents, as defined in sec. 355-1.3. of the MCO, for no less than 40% of the total “worker hours” expended on “Construction,” as defined in sec. 309.41 of the MCO,<sup>1</sup> included in PROJECT COSTS but less and excluding all non-Construction PROJECT COSTS.

**A. “Best Efforts,” when exercised by DEVELOPER in conjunction with the RPP participation in the PROJECT, is defined as DEVELOPER completing all of the following activities:**

1. Listing and causing contractors and sub-contractors to list open positions with any first source hiring agency specified by the SBE Office.
2. Disseminating information provided by the SBE Office to all contractors and sub-contractors on how to recruit unemployed and underemployed residents.
3. Listing and causing contractors and sub-contractors to list job openings with Wisconsin Job Service, W-2 agencies and other agencies as specified by the SBE Office.
4. Working in cooperation with CITY, identify and implement any other activities and steps to maximize utilization of unemployed and underemployed residents on the Project.
5. Disseminating the Employee Affidavit form, attached as **Exhibit G**, to all contractors and sub-contractors for their use in documenting RPP compliance.
6. Causing contractors and sub-contractors to participate in training on the CITY’s LCP Tracker Labor Compliance Software.
7. Throughout the construction of the PROJECT, causing contractors and sub-contractors to provide timely payroll information, on at least a monthly basis, via LCP Tracker.

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<sup>1</sup> The definition of “Construction” shall mean “Construction” as defined in sec. 309.41 of the MCO, but as modified to reflect the private nature of the PROJECT.

B. If DEVELOPER completes the aforementioned activities it shall be deemed that DEVELOPER has acted in “good faith” and has satisfied the requirement for using Best Efforts for RPP participation for the PROJECT.

Prior to the commencement of the PROJECT, DEVELOPER or its representatives and the SBE Office shall meet and confer to determine the eligible PROJECT COSTS, which are Construction costs subject to the mandatory RPP requirement. If at any point during the term of this AGREEMENT, DEVELOPER meets or exceeds the 40% RPP requirement in conjunction with the PROJECT, it shall be deemed that DEVELOPER has achieved or exceeded CITY’s RPP requirement with respect to the PROJECT.

DEVELOPER shall file the reports attached as **Exhibit H “Construction RPP Hours Calculation”** to evidence compliance with RPP requirements with the SBE Office. All RPP reports shall be accompanied by supporting Employee Affidavits, in the form attached as **Exhibit G**.

#### **IV. REPORTING**

DEVELOPER agrees to report to the SBE Office on DEVELOPER’s utilization of SBEs and compliance with the RPP in its contracting activities for the PROJECT. In order to monitor the PROJECT’s SBE and RPP participation, CITY requires and DEVELOPER agrees to:

- A. Provide a list of all categories of work for each phase or portion of the 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 SBE participation.**
- B. Provide the SBE Office with documentation supporting efforts extended to solicit bids from SBEs. Upon request, DEVELOPER shall make information related to SBE bids available to the SBE Office.**
- C. Submit an SBE Monthly Report to the SBE Office on or before the 20th of each month, or a quarterly report with the approval of the SBE Office, on the form attached as Exhibit G “Form D – SBE Monthly Report.”**

**D. Complete and submit a final Exhibit G and Exhibit H “SBE Subcontractor Payment Form” to the SBE Office upon completion of all construction of the PROJECT.**

E. DEVELOPER shall file the reports attached as **EXHIBIT J** to evidence compliance with RPP requirements with CITY’s Office of Small Business Development. All RPP reports shall be accompanied by supporting Employee Affidavits, in the form attached as **EXHIBIT I**.

**V. LABOR STANDARDS AND WAGES.**

DEVELOPER shall comply with all applicable state and municipal labor standards provisions on the PROJECT.

**VI. CITY ADMINISTRATION.**

The SBE Office shall have primary responsibility for the administration of this Agreement as well as primary monitoring and enforcement authority for the programs and activities encompassed by this Agreement. In exercising its responsibilities under the Agreement, the SBE Office shall use good faith and act in a reasonable manner. Notwithstanding the foregoing, the SBE Office shall make all information and data collected pursuant to this Agreement available to CITY’s Department of City Development and Comptroller in order to allow fulfillment of their respective responsibilities with respect to the programs and activities encompassed by this Agreement. CITY’s Department of City Development, and Comptroller shall cooperate with and assist the SBE Office in the administration of this Agreement.

**VII. DEVELOPER ADMINISTRATION.**

DEVELOPER may retain a person or firm reasonably acceptable to the SBE Office, to act as DEVELOPER’s consultant and to assist in record keeping, collection of information and the

filing of all reports necessary to demonstrate compliance with the requirements of this Agreement. DEVELOPER shall also comply with the reporting requirements set forth in Section III of this Agreement.

**VIII. AUDIT RIGHTS.**

DEVELOPER shall keep or cause others under its control, including its contractors and subcontractors to keep accurate, full and complete books and accounts with respect to costs of developing, constructing, and completing the PROJECT, including personnel records, and carrying out the duties and obligations of DEVELOPER 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 seven years.

**IX. PUBLIC RECORDS.**

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. DEVELOPER acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and DEVELOPER must, pursuant to the terms of that law, defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven years from the date of this Agreement.

**X. NOTICES.**



All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as “Certified Mail, Return Receipt Requested,” or with a commercial courier service addressed as follows:

A. To the CITY: Office of Small Business Development  
City of Milwaukee  
200 East Wells Street  
Milwaukee, WI 53202  
Attn: Director

With a copy to: Department of City Development  
City of Milwaukee  
809 North Broadway  
Milwaukee, WI 53202  
Attn: Commissioner

B. To DEVELOPER: \_\_\_\_\_  
Cherry Water, LLC, SW Platteville LLC, and Hepatica Hill  
Holdings, Ltd.  
Attention: Stewart Wangard  
1200 N Mayfair Road, Suite 310  
Milwaukee, WI 53226

**XI. SANCTIONS.**

In the event that any document submitted to CITY by DEVELOPER or a contractor or subcontractor of DEVELOPER contains false, misleading or fraudulent information or demonstrates non-compliance with the requirements of this Agreement, the SBE Office may seek remedies available at law and in equity including specific performance and/or prosecution under § 370-9 MCO. Any violation of this Agreement shall constitute a default under the Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Small Business Enterprise Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WANGARD PARTNERS, INC., AS AUTHORIZED  
AGENT FOR CHERRY WATER, LLC, HEPATICA  
HILLS HOLDINGS, LTD., AND SW PLATTEVILLE  
LLC**

**CITY OF MILWAUKEE**

By: \_\_\_\_\_

Stewart M. Wangard, Chairman & CEO

By: \_\_\_\_\_

Tom Barrett, Mayor

By: \_\_\_\_\_

James R. Owczarski, City Clerk

By: \_\_\_\_\_

Martin Matson, City Comptroller

Approved as to form and execution and content

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Assistant City Attorney

CAO Doc. 206392

**EXHIBIT A**  
**CATEGORIES OF WORK**

**CATEGORIES OF WORK**  
**CONSTRUCTION BUDGET FOR**  
**\_\_\_\_\_ PROJECT**

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
<b>SITE PREPARATION:</b>		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
<b>BUILDING CONSTRUCTION:</b>		
FOOTINGS & FOUNDATION	\$0.00	
FLOOR SLAB	\$0.00	
STRUCTURAL STEEL**	**	\$0.00
GLAZING	\$0.00	
MASONARY	\$0.00	
ROOFING	\$0.00	
ROUGH CARPENTRY	\$0.00	
FINISH CARPENTRY	\$0.00	

DOORS, FRAMES & MILLWORK	\$0.00	
HVAC EQUIPMENT**		** \$0.00
PLUMBING	\$0.00	
FIRE PROTECTION	\$0.00	
ELECTRICAL	\$0.00	
DRYWALL	\$0.00	
CEILINGS	\$0.00	
FLOORING	\$0.00	
CERAMIC TILE	\$0.00	
LIGHTING	\$0.00	
PAINTING/INTERIOR FINISH	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
<b>SITE IMPROVEMENTS:</b>		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	
LANDSCAPING	\$0.00	
FENCING	\$0.00	
OTHER:	\$0.00	
	-----	-----
<b>TOTAL HARD COSTS</b>	\$0.00	\$0.00
<b>PROFESSIONAL SERVICES</b>		
ARCHITECTUAL	\$0.00	
ENGINEERING	\$0.00	

LEGAL SERVICES	\$0.00
SURVEY	\$0.00
ENVIRONMENTAL	\$0.00
GENERAL CONTRACTOR	\$0.00
CONSTRUCTION MANAGER	\$0.00
OTHER:	\$0.00
	-----
<b>TOTAL PROFESSIONAL SERVICES</b>	\$0.00

**COST SUMMARY & SBE CALCULATIONS**

CONSTRUCTION EXCLUDING SUPPLIER  
ITEMS

SUPPLIER AMOUNT \*\*

PROFESSIONAL SERVICES

**TOTAL SBE REQUIREMENTS**

**CATEGORY RATE SBE REQUIREMENT**

\$0.00 \_\_\_% \$0.00

\$0.00 \_\_\_% \$0.00

\$0.00 \_\_\_% \$0.00

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\$0.00

EXHIBIT B

**SBE MARKETING PLAN – PUBLICATIONS/ADVERTISING CONTACTS**

**Milwaukee Times**

(Published weekly)

**1936 North King Drive, Milwaukee, WI 53212**

Tele. No: (414) 263-5088

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**The Milwaukee Courier**

(Published weekly)

2003 W. Capitol Drive, Milwaukee, WI 53206

Tele No: (414) 449-4860

Fax: (414) 906-5383

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

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**Daily Reporter**

(Published daily M-F)

225 E. Michigan St., Suite 540, Milwaukee, WI 53202

Tele No: (414) 276-0273

Fax: (414) 276-8057

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**Spanish Journal**

(Published weekly)

611 West National Avenue, Suite 316, Milwaukee, WI 53204

Tele No: (414) 643-5683

Fax: (414) 643-8025

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**EXHIBIT C**

**SBE MARKETING PLAN – COMMUNITY AGENCY CONTACTS**

**National Association of Minority Contractors**



6122 North 76th Street

Milwaukee, WI 53218

(414) 454-9475

**The Milwaukee Urban League**

435 West North Avenue

Milwaukee, WI 53212

(414) 374-5850

**African American Chamber-Commerce**

633 W Wisconsin Ave., Suite 1001

Milwaukee, WI 53203

(414) 462-9450

**Hispanic Chamber of Commerce of Wisconsin**

1021 W National Ave.

Milwaukee, WI 53204

(414) 643-6963

Hmong Wisconsin Chamber of Commerce

**6815 W. Capitol Drive, Suite 204**

**Milwaukee, WI 53216**

(414) 645-8828



Exhibit D



CITY OF MILWAUKEE  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
FORM A - CONTRACTOR COMPLIANCE PLAN

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

**I. GENERAL INFORMATION (REQUIRED)**

Project Name: \_\_\_\_\_ SBE Participation: \_\_\_\_\_ % Total Dollar Amount: \$ \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. PRIME CONTRACTOR INFORMATION (REQUIRED)**

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

**III. ACKNOWLEDGEMENT (REQUIRED)**

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge.

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR STAFF USE ONLY**

Reviewed by OSBD Staff: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF MILWAUKEE  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
FORM A - CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

**IV. SUBCONTRACTOR INFORMATION**

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

Work performed / Materials supplied: \_\_\_\_\_

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_ %

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

Work performed / Materials supplied: \_\_\_\_\_

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_ %

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION\***

Department of Administration  
Office of Small Business Development  
City Hall, Room 606  
200 East Wells Street  
Milwaukee, WI 53202  
Information Line: 414-286-5553 Fax: 286-8752  
[osbd@milwaukee.gov](mailto:osbd@milwaukee.gov)  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)  
*Updated: December 23, 2015*

**Exhibit E**  
**SMALL BUSINESS ENTERPRISE (SBE)**  
**SOLICITATION FORM**

Name & Address of SBE 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 SMALL 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:

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EXHIBIT F

**SMALL BUSINESS ENTERPRISE (SBE)**

**Rejection of Bid or Proposal Form**

<b>Name and Address of SBE firm</b>	<b>Type of Work</b>	<b>Bid or Proposal Submitted by SBE</b>	<b>Actual Award</b>	<b>Reasons for bid rejection</b>	<b>Approved By</b>
1					
2					
3					
4					

5					
6					
7					
8					



**EXHIBIT G**



**SBE MONTHLY REPORT**

The monthly report should be completed in its entirety and submitted **no later than the 20th of every month** to DOA-Office of Small Business Development. If this represents the final report, Form E - SBE Payment Certification should be attached for each subcontractor.

**SECTION I. GENERAL INFORMATION (REQUIRED)**

Month: \_\_\_\_\_ Final Report:  Yes  No  
 City of Milwaukee  
 Prime Contractor: \_\_\_\_\_ SBE Certification:  Yes  No  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Purchase Order / Contract #: \_\_\_\_\_ Project Name/Number: \_\_\_\_\_  
 Description of service performed and/or materials supplied: \_\_\_\_\_  
 Prime Contractor's Total: \$ \_\_\_\_\_ Prime Contractor's JTD: \$ \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 SBE Participation Requirement: \$ \_\_\_\_\_ / \_\_\_\_\_ %

**SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)**

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month	Total Amount Paid JTD
<b>Total Payments to SBE</b>			

**SECTION III. ACKNOWLEDGEMENT (REQUIRED)**

I/we hereby certify that I/we have ready the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Department of Administration  
Office of Small Business Development  
City Hall, Room 606  
200 East Wells Street  
Milwaukee, WI 53202  
Information Line: 414-286-5553 Fax: 414-286-8752  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)

## **DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT**

### **SECTION I. GENERAL INFORMATION**

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

### **SECTION II. SUBCONTRACTOR INFORMATION**

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

Please duplicate the form if you need to add additional payment information.

### **SECTION III. ACKNOWLEDGEMENT**

Sign and date Form D signifying that all information in precise and confirmed. Unsigned forms will not be accepted.

*Updated: December 23, 2015*

**EXHIBIT H**



**SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION**

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with contract listed below, either for service performed and/or as a supplier.

Prime Contractor Name: \_\_\_\_\_

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

Project Name: \_\_\_\_\_

I hereby certify that our firm has paid the listed amount to the SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract.

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Total payment received \$ \_\_\_\_\_

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract.

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit this form with the Prime Contractor's **final FORM D** (SBE Monthly Report) to:

Department of Administration  
Office of Small Business Development  
City Hall – Room 606  
200 East Wells St  
Milwaukee, WI 53202  
(or fax to 414-286-8752)

**EXHIBIT I**

XII. **FORM RPP (Rev.2009)**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Development Project Name

**EMPLOYEE AFFIDAVIT**

**RESIDENTS PREFERENCE PROGRAM**

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at \_\_\_\_\_, Milwaukee, WI \_\_\_\_\_.

Address

Zip Code

**RESIDENCY STATUS:**

To verify my resident status, attached please find the following:

- Copy of my voter's certification form
- Copy of my last year's Form 1040
- Copy of my current Wisconsin Driver's License or State ID.
- Copy of Other (i.e., Utility bill, lease, etc.)

**AND**

**UNEMPLOYMENT STATUS:**

I certify that I have been unemployed as follows (check all that apply)

- I have worked less than 1200 hours in the preceding 12 months
- I have not worked in the preceding 30 days.

**OR**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Telephone Number

Subscribed and sworn to me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_ A.D.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Milwaukee County

(OSBD Rev. 7/13)

**RPP Chart**

**Income Eligibility Guidelines**  
**July 1, 2015 to June 30, 2016**

Eligibility determination is based on household size and income. Total income must be at or below the amount in the table.

House-hold Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	15,301	1,276	638	589	295
2	20,709	1,726	863	797	399
3	26,117	2,177	1,089	1,005	503
4	31,525	2,628	1,314	1,213	607
5	36,933	3,078	1,539	1,421	711
6	42,341	3,529	1,765	1,629	815
7	47,749	3,980	1,990	1,837	919
8	53,157	4,430	2,215	2,045	1,023
9	58,565	4,881	2,441	2,253	1,127
10	63,973	5,332	2,667	2,461	1,231
11	69,381	5,783	2,893	2,669	1,335
12	74,789	6,234	3,119	2,877	1,439
For Each Additional Household Member Add	5408	451	226	208	104

Source: Wisconsin Department of Public Instruction

School Nutrition Programs





**EXHIBIT J**

\_\_\_\_\_ Project

Construction RPP Hours Calculation

Phase \_\_\_\_\_

RPP Goal

Total Construction Hours Worked Pursuant to § 355-7.1a. "Worker Hours" includes work performed by persons filling apprenticeship and on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.	
Multiplied by 40%	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	

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