

Document Number

COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT

Document Title

**COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT**

(Schlitz Park Project - West Galena Street & North 2nd Street)

Recording Area

Name and Return Address

Mary L. Schanning
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

3612001000 and 3611961100

Parcel Identification Number (PIN)

Drafted By:

Mary L. Schanning
City Attorneys Office
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

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**COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT**

Schlitz Park Project - West Galena Street & North 2nd Street

THIS AGREEMENT is made as of the 1st day of January, 2014, by and among the CITY OF MILWAUKEE, a Wisconsin municipal corporation (the "City"), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a public body corporate and politic created and existing under the laws of the State of Wisconsin ("RACM"), and THE BREWERY WORKS, INC., a domestic business incorporated under the laws of the State of Wisconsin, ("Brewery Works").

RECITALS

1. The City, RACM, and Brewery Works have agreed upon the basic terms for redevelopment of property located at 235 West Galena Street, Milwaukee, Wisconsin, and vacated West Galena Street and vacated North 2nd Street (the "Vacated Streets") as depicted on **Exhibit "A"** and legally described on **Exhibit "B"** attached hereto and made a part of this Agreement, (collectively the "Site"); and
2. Brewery Works currently holds title to the Site; and
3. The Vacated Streets are former public rights-of-way that are currently private streets serving the commercial development known as Schlitz Park, although the western end of vacated West Galena Street is currently closed to traffic by the presence of a gate on its western boundary; and
4. Brewery Works proposes to undertake certain improvements to the Site including designing and reconstructing vacated West Galena Street to allow for vehicular traffic and improving vacated North 2nd Street in order to attract UMB Fund Services, Inc. ("Tenant") as a tenant to the building at 235 West Galena Street (the "Building") that will occupy a minimum of 77,000 square feet for a term of not less than six years and bring approximately 250 jobs to the Site initially and an additional 100 jobs during the term of the lease. (the "Project"); and
5. In Common Council Resolution File No. 130246, adopted July 2, 2013, the City's Common Council approved Amendment No. 2 to the Project Plan for Tax Incremental District No. 41 – Time Warner Riverwalk ("TID No. 41") in order to provide for the funding of certain public costs within the district, a copy of the TID Project Plan, as amended, is attached as **Exhibit "C"** hereto and made a part of this Agreement (the "TID Project Plan") and authorized execution of this Agreement; and
6. On June 13, 2013, RACM held a public hearing on Amendment No. 2 to the Project Plan for TID No. 41 and passed Resolution No. 10425 adopting the TID Project Plan; and

7. The Site is located within the boundaries of TID No. 41; and
8. RACM, through the adoption of Resolution No. 10425 on June 13, 2013, authorized execution of this Agreement; and
9. In accordance with the TID Project Plan, the City, acting through RACM, will provide funds to Brewery Works up to a maximum of \$1.7 million (the "Grant") to fund site improvements along vacated North 2nd Street and the reconstruction of vacated West Galena Street to allow for vehicular traffic; and
10. In order to induce the City and RACM to undertake the activities set forth in this Agreement, Brewery Works is willing to cooperate with the City and RACM in the development of the Project in accordance with the terms of this Agreement; and
11. In order to promote redevelopment of the Site and to assist in the creation of jobs and tax base attending to such redevelopment, the City and RACM are willing to cooperate with each other and Brewery Works in the redevelopment of the Site in accordance with the terms of this Agreement; and
12. Brewery Works has approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the Parties hereto, the City, RACM and Brewery Works hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

"Agreement" means this Cooperation, Contribution, and Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented.

"Blight Elimination and Slum Clearance Law" means section 66.1333 of the Wisconsin Statutes, as amended and section 66.1337 of the Wisconsin Statutes, as amended.

"Building" means the building located in the Site at 235 West Galena Street.

"Certificate of Completion" means a certification, in a form substantially similar to that attached as **Exhibit "D"** hereto and made a part of this Agreement, provided to Brewery Works by RACM in accordance with this Agreement.

"City" means the City of Milwaukee, Wisconsin, a Wisconsin municipal corporation.

"Commissioner" means the City's Commissioner of Public Works.

“Common Council” means City’s Common Council.

“Environmental Laws” means all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Agency, regulations of the Nuclear Regulatory Agency, and regulations of the Wisconsin Department of Natural Resources now or at any time hereafter in effect.

“Executive Director” means the Executive Director of RACM or the Assistant Executive Director of RACM.

“First-Source Employment Program” means an employment program operated by the City or its designee which is to be utilized by Brewery Works’ contractors working on the Project as their first source for recruiting applicants for both new and replacement employment.

“Human Resources Agreement” means the agreement contemplated by Article XVIII of this Agreement and attached as **Exhibit “E.”**

“Party” means the City, RACM or Brewery Works as the context may require.

“Parties” means City, RACM, and Brewery Works.

“Plans and Specifications” means design plans and specifications for the Street Improvements that have been submitted to and approved by the Commissioner in preliminary form, attached as **Exhibit “F,”** and which will be submitted to and approved in writing by the Commissioner in final form before Brewery Works begins construction of the Street Improvements.

“Project Budget” means Brewery Works’ budget to complete the Street Improvements portion of the Project as finally approved by the Commissioner. A copy of the [preliminary] Project Budget is attached hereto as **Exhibit “G.”**

“Project Documents” means the Human Resources Agreement, various easements between Milwaukee Public Schools and the Brewery Works and such other agreements and documents necessary to fulfill the requirements of this Agreement and to complete the Project.

“RACM” means the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin.

“Site” means the real property depicted on the site plan attached as **Exhibit “A”** and legally described on **Exhibit “B.”**

“Small Business Enterprise” means a business that has been certified by the City’s Office of Small Business Development based on the requirements of MCO §370-25.

“Street Improvements” means improvements to the Vacated Streets consistent with final Plans and Specifications approved by the Commissioner and in accordance with the City’s standard specifications for public streets, including street lighting or as otherwise acceptable to the Commissioner, to allow for vehicular and pedestrian traffic within the Site.

“Substantial Completion” means completion of the Street Improvements in substantial compliance with the final Plans and Specifications and in a condition that is approved by the Commissioner, the existence of a legally binding lease between Brewery Works and Tenant for Tenant to lease a minimum of 77,000 square feet within the Building for a term of not less than six years commencing on or about April 1, 2014, and Brewery Works’ compliance with all other requirements of Section 3.4 of this Agreement.

“Tax Incremental Revenue” means the actual tax revenue received by the City for the Site using the calculation described in sec. 66.1105(2)(i), Stats., applied just to the property located within the Site rather than the entire TID No. 41. The annual Tax Incremental Revenue shall be calculated as described in **Exhibit “H.”**

“Tax Increment Law” means sec. 66.1105, Stats.

“Term Sheet” means the Schlitz Park – TID No. 41 term sheet attached as **Exhibit “I.”**

“Termination Date” means the date this Agreement terminates, which shall be the earliest of: (i) the date RACM makes the final payment on the Grant, (ii) the expiration of TID No. 41, or (iii) the date this Agreement is otherwise terminated in accordance with its terms.

“TID No. 41” means Tax Incremental District No. 41, created by Common Council in 2000 by adoption of File No. 000428 and amended in 2006 by adoption of File No. 051108 and again in 2013 by adoption of File No. 130246 for the purpose of facilitating redevelopment efforts in an area generally bounded by North King Drive, West McKinley Avenue, West Pleasant Street and the Milwaukee River.

“TID Project Plan” means the project plan for TID No. 41, as amended, adopted by City’s Common Council in order to provide for certain costs within the district, a copy of which is attached as **Exhibit “C.”**

“Unavoidable Delay” means delays caused by adverse weather, acts of God, labor disputes, materials shortages, terrorism, civil unrest, concealed and unknown site conditions and other causes outside of the control of a Party obligated to perform.

1.2. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

ARTICLE II

BACKGROUND

2.1 RACM and City agree to cooperate with Brewery Works in the achievement of shared development goals by using their respective powers as necessary and convenient to accomplish those goals.

2.2 City agrees to fund the Grant through RACM for the purpose of promoting development and assisting in the Project.

2.3 The Grant will reimburse Brewery Works for the cost of the Street Improvements in an amount not to exceed \$1.7 million.

2.4 Brewery Works will undertake the Project, execute and deliver this Agreement and the Project Documents in exchange for the Grant.

ARTICLE III

PROJECT DESCRIPTION AND PARTY RESPONSIBILITIES

3.1 Overall Project Description. The Project shall include Brewery Works making certain improvements to the Site including designing and reconstructing vacated West Galena Street to allow for vehicular traffic and improving vacated North 2nd Street in order to attract Tenant to the Building as a tenant that will occupy a minimum of 77,000 square feet for a term of not less than six years and bring approximately 250 jobs to the Site initially and an additional 100 jobs during the term of the lease.

3.2 RACM Actions. In furtherance of the Project, RACM shall:

- (a) Review and approve the final Project Budget for the Project.
- (b) Grant the Grant to Brewery Works to be paid in accordance with the terms of this Agreement.
- (c) Fulfill all of its other obligations set forth in this Agreement.
- (d) Execute and deliver the Project Documents to which it is a party.

3.3 City Actions. In furtherance of the Project, City shall:

- (a) Assist Brewery Works in obtaining, as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections and consents that may be necessary or desirable to enable Brewery Works to commence and carry out the Project.

(b) Provide \$1.7 million to RACM from Tax Incremental Account No. TD04180000 for the purpose of funding the Grant.

(c) Review and approve final Plans and Specifications and the final Project Budget for the Project.

(d) Review and approve Brewery Works' construction bid process for the Project before Brewery Works awards a construction contract.

(e) Fulfill all of its other obligations set forth in this Agreement.

(f) Execute and deliver the Project Documents to which it is a party.

3.4 Brewery Works Actions. In furtherance of the Project, Brewery Works shall:

(a) Design and construct the Street Improvements, which design and construction shall be consistent with the final Plans and Specifications approved by the Executive Director.

(b) Complete construction of the Street Improvements by September 30, 2014.

(c) Remove the gate at the western end of vacated West Galena Street to allow for vehicular traffic into the Site from the west.

(d) Secure a lease from Tenant, and provide a copy of such lease to the City, for not less than 77,000 square feet of office space in the Building for a term commencing on or about April 1, 2014, and a term of not less than six years.

(e) Secure a letter of intent from the Tenant stating Tenant's intent to initially relocate approximately 250 employees to the Building and increasing employment in the Building by approximately 100 new jobs over the term of the lease.

(f) Competitively bid the construction of the Street Improvements per City specifications and procedures and obtain approval from the Commissioner prior to awarding the contract.

(g) Execute and deliver the Project Documents to which it is a party.

(h) Grant a public vehicular and pedestrian public access easement to the City over the Vacated Streets as described in Article V.

(i) Grant various easements to Milwaukee Public Schools and the City to address various issues related to Milwaukee Public Schools' use of property located adjacent to the Site at 234 West Galena Street.

(j) Be responsible for all operating and utility costs for the Street Improvements and the Vacated Streets including, but not limited to, street cleaning, electricity costs.

for street lighting, snow and ice removal, striping, landscaping and general maintenance. Brewery Works agrees that if it fails to maintain the Vacated Streets at a level consistent with what is typical for public streets in the City of Milwaukee, including, but not limited to street cleaning and snow and ice removal, City may, after providing reasonable written notice to Brewery Works, conduct such maintenance and bill the costs to Brewery Works. If the costs are not paid by Brewery Works they may be assessed by the City as a special charge against the Site.

- (k) Fulfill all of its other obligations set forth in this Agreement.

ARTICLE IV

GRANT

4.1 Background. This Agreement is entered into in furtherance of both the Blight Elimination and Slum Clearance Law and the Tax Increment Law. Under this Agreement:

(a) City agrees to act on behalf of RACM by using its powers, as necessary, to provide for the accomplishment of RACM's redevelopment goals pursuant to sec. 66.1333(13), Stats., and in order to aid RACM's redevelopment activities so that the Grant will qualify as a project cost for TID No. 41 pursuant to sec. 66.1105(2)(f)(1)(h), Stats.

(b) Accordingly, City and RACM agree that the Grant will be deemed to have been made for the purpose of carrying on redevelopment and assisting in a redevelopment project pursuant to the terms of this Agreement.

(c) Brewery Works agrees to cause the Project to be implemented and Substantially Completed pursuant to the terms of this Agreement.

4.2 Findings and Declarations.

(a) City. City makes the following findings and declarations:

- (1) The Site lies within TID No. 41 and exhibits conditions that cause it to be a "blighted area" under the Tax Incremental Law and "blighted property" under the Blight Elimination and Slum Clearance Law, as evidenced by the TID Project Plan.
- (2) The Grant is a "project cost" under the Tax Increment Law in multiple respects. *First*, it is a contribution made under sec. 66.1333(13), Stats., for the purpose of carrying out redevelopment and assisting in a redevelopment project. *Second*, it is a payment that is necessary or convenient to the creation of the tax incremental district and is made to implement the TID Project Plan and effectuate its purposes under sec. 66.1105(2)(f)1.i., Stats. *Third*, the Project includes costs that are valid "project costs" under sec. 66.1105(2)(f)1.j., Stats., for amenities on streets and rebuilding of streets necessitated by the Project Plan.

- (3) The Grant serves a public purpose by eliminating blighting conditions, enhancing City's tax base, promoting employment opportunities and inducing appropriate redevelopment of the Site.
- (4) The amount of the Grant is the amount determined by City to be necessary to induce the Project.
- (5) City is incurring the Grant as a limited and conditional monetary obligation to pay for "project costs" under the Tax Incremental Law, and the City's administrative costs in issuing the Grant are "project costs," within the meaning of sec. 66.1105(2)(f) i.e., Stats.

(b) RACM. RACM makes the following findings and declarations:

- (1) The Site exhibits conditions that cause it to be blighted under the Blight Elimination and Slum Clearance Law, as evidenced by the TID Project Plan.
- (2) This Agreement is necessary to effectuate the purposes of the Blight Elimination and Slum Clearance Law.
- (3) City is assisting RACM in improvement and redevelopment of property determined to be blighted.
- (4) It is not necessary for RACM to acquire the Site for the purpose of assisting private improvement, and development of the Site. The Blight Elimination and Slum Clearance Law gives RACM the same duties, powers, and privileges as if it had acquired the Site.
- (5) RACM endorses the Grant as a contribution made in furtherance of the Blight Elimination and Slum Clearance Law for the purpose of carrying on redevelopment and assisting in a redevelopment project.

(c) Brewery Works. Brewery Works declares that "but for" the Grant it would not undertake the Project.

4.3 Grant Payments.

(a) The Grant shall be paid as work progresses for Brewery Works' actual costs for the design and construction of the Street Improvements in an amount not to exceed \$1.7 million. Invoices for actual costs shall be submitted by Brewery Works to the Executive Director for review and approval on such forms and with such backup information as the Executive Director shall reasonably request, which approval shall not be unreasonably delayed or denied. Only actual design and construction costs for the Street Improvements will be approved for reimbursement. The Grant shall not reimburse for costs related to a developer's fee or other such oversight fees payable to Brewery Works or its employees for the Project.

(b) Payments to Brewery Works shall be made by RACM on a monthly basis after construction of the Street Improvements has commenced so long as Brewery Works is in compliance with all terms of this Agreement and the design and construction of the Project is consistent with the final Plans and Specifications as determined by the Executive Director.

4.4 Conditions to Payment of the Grant.

Prior to disbursement of TID No. 41 funds to Brewery Works to pay the Grant, the following actions must occur.

(a) A final Project Budget for the overall Project (hard and soft costs) shall have been approved in writing by the Executive Director and Commissioner.

(b) Brewery Works shall have received all federal, state and local agency approvals that are necessary to undertake the construction of the Project.

(c) The Commissioner shall have approved the final Plans and Specifications for the Project.

(d) The Commissioner shall have approved all the contracts to be entered into by Brewery Works to undertake the Project.

(e) Invoices submitted by Brewery Works to the Executive Director for approval and payment shall be for costs consistent with the approved final Project Budget and final Plans and Specifications.

4.5 Guaranty.

(a) Brewery Works hereby guarantees that the Tax Incremental Revenue received by the City from the Site shall be sufficient to pay any debt service owed by the City on any bonds, notes or other obligations issued to finance the Grant. In the event that the Tax Incremental Revenue from the Site falls short of the debt service owed by the City, as determined by the City's Comptroller, Brewery Works shall make payment to the City of any such shortfall (a "Shortfall Payment"). Such Shortfall Payment shall be made within 30 days of receiving written notice from the City of such shortfall. The base value of the Site for the purposes of calculating Tax Incremental Revenue under this Agreement shall be \$1,707,000.

(b) Brewery Works shall cause its President, Gary P. Grunau, and its Vice President, Scott A. Sampson (collectively the "Guarantors") to individually execute and deliver to the City a personal guaranty for the Project in a form consistent with the document attached as **Exhibit "J"** (the "Guaranty"). In the event that Brewery Works fails to fulfill its obligations under Section 4.5(a) of this Agreement, the City will seek any unpaid Shortfall Payment from Guarantors under the Guaranty. The Guaranty shall be absolute, unconditional, joint and several personal guaranties of any Shortfall Payment.

(c) The Guaranty shall expire upon the earlier of (1) the closure of TID No. 41 or (2) receipt by sufficient Tax Incremental Revenue from the Site to pay in full the City of the entire amount of any bonds, notes or other obligations issued to finance the Grant.

(d) Any Shortfall Payment made by Brewery Works or a Guarantor shall be deemed to be a contingent, non-interest bearing loan to the City. If in any year or years following a year or years in which a Shortfall Payment is made the amount of the Tax Incremental Revenue from the Site exceeds the amount of the City's annual debt service payment owed on any bonds issued to finance the Grant, then the City shall repay the Shortfall Payment(s) to the party or parties who made such Shortfall Payment(s), but only to the extent of the excess Tax Incremental Revenues. If the statutory life of TID No. 41 expires and TID No. 41 is closed prior to full repayment of all Shortfall Payments, then the City's obligation to repay such outstanding balance shall expire and Brewery Works and the Guarantors shall have no further rights to any repayments. The City shall not, without the prior consent of any party who has made a Shortfall Payment and not yet been fully repaid, close TID No. 41 prior to expiration of the statutory life of TID No. 41.

(e) Brewery Works and the City shall mutually agree upon the amortization and debt service schedule for any bonds issued to finance the Grant, and shall strive to structure such schedule so that the annual debt service payments match the annual projected Tax Incremental Revenues from the Site.

4.6 Termination. RACM has no obligation to make payments of the Grant if this Agreement terminates, as provided in Article XIII or Article XXIV.

4.7 Adjustments Upon Occurrence of an Event of Default by Brewery Works. If an Event of Default by Brewery Works occurs and is continuing, then, subject to prior written notice from the Executive Director, RACM shall have no further obligation to make Grant payments to Brewery Works until such time that the Event of Default has been cured. If the Event of Default is not cured and the Project does not reach Substantial Completion, Brewery Works shall repay all Grant payments already made by RACM within 60 days of receiving written request by the Executive Director.

ARTICLE V

PUBLIC ACCESS EASEMENT

5.1 Brewery Works hereby conveys to the City a permanent, nonexclusive public access easement (the "Public Access Easement") upon and across the Vacated Streets for vehicular and pedestrian ingress and egress and recreational uses, subject to the terms of this Agreement. The area of the Public Access Easement is legally described on **Exhibit "B"** ("Easement Area").

5.2 Brewery Works shall be responsible to maintain and repair the improvements located within the Easement Area in accordance with maintenance standards generally applied to public open spaces in the City of Milwaukee.

5.3 Brewery Works shall, at all times, make the Easement Area available for use by members of the public, to the extent required by the terms of this Agreement, except for such times as the Easement Area, or any portion thereof, must be closed for construction, maintenance or repair of the Easement Area or any of the surrounding buildings, improvements, landscaping, or above and below ground infrastructure and facilities, to protect against unsafe conditions, or to avoid the acquisition of adverse or prescriptive rights.

5.4 Brewery Works shall pay or cause to be paid all maintenance and utility costs for the Easement Area including, but not limited to, all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Easement Area, if any, and all repairs, including, without limitation, capital repairs, to the improvements within the Easement Area.

5.5 The Public Access Easement shall survive the termination and expiration of this Agreement, shall run with the land and shall be binding on and shall inure to the benefit of the Parties and to their respective successors and assigns.

ARTICLE VI

INSPECTIONS

6.1 Brewery Works and its contractors and subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this paragraph shall create or effect any relationship between City or RACM, on the one hand, and any contractor or subcontractor employed by Brewery Works, on the other hand, in construction of the Project.

6.2 RACM may make reasonable inspections of the Project, including but not limited to inspections on behalf of RACM by City's Department of Public Works, Department of City Development and Department of Neighborhood Services, during construction, provided that such inspections do not interfere with the progress of the Project. In order to allow RACM and City agencies to undertake these inspections in a meaningful fashion, Brewery Works shall provide RACM with any change orders and shop drawings relating to the Project.

6.3 In the event that the Executive Director determines, as a result of such inspections, that Brewery Works' contractor or subcontractors are not constructing the Project in accordance with the final Plans and Specifications, the Executive Director shall promptly inform Brewery Works of such noncompliance and Brewery Works shall, as soon as reasonably possible, require its contractor or subcontractors to remedy such noncompliance. The Executive Director may withhold payment of the Grant until such corrective measures are completed and the noncompliance cured in a satisfactory manner.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Brewery Works covenants and agrees to indemnify and hold RACM and City, their officers, employees, officials and agents (the "Indemnified Parties") harmless from and against any and all claims, damages, costs, expenses (including reasonable legal, consulting and engineering fees) and awards of every type and nature arising in connection with the activities of Brewery Works (or other persons acting under Brewery Works' direction or control) that constitute violations or alleged violations of Environmental Laws. Brewery Works shall not be responsible for or provide an indemnity to the Indemnified Parties for adverse environmental conditions beneath the Vacated Streets caused by the Indemnified Parties.

7.2 RACM, City and Brewery Works agree to provide to each other Party, immediately upon receipt, copies of any notice, pleading, citation, indictment, complaint, order, decree, correspondence or other document, from any source, asserting or alleging a circumstance or condition which:

- (a) constitutes a violation of any Environmental Laws at the Site;
- (b) requires or may require a clean-up, removal, remedial action or other response by or on the part of Brewery Works under Environmental Laws; or
- (c) seeks damages or penalties (civil, criminal or punitive) from RACM, City or Brewery Works for an alleged violation of Environmental Laws.

ARTICLE VIII

CERTIFICATE OF COMPLETION

Promptly after Substantial Completion of the Project, RACM shall furnish Brewery Works with a Certificate of Completion. The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants and agreements listed in this Agreement, except those terms that have a different termination date as described in this Agreement. The Certificate of Completion shall be in recordable form.

ARTICLE IX

RESTRICTIONS ON USE

Brewery Works agrees to:

9.1 Devote the Site only to uses compatible with the applicable zoning, but shall not be precluded in any way from thereafter changing the use of the Site in any manner consistent with applicable ordinances, covenants, or waivers related to applicable ordinances or covenants; and

9.2 Not discriminate upon the basis of race, color, creed, sex, national origin or sexual orientation in the sale, lease or rental, use or occupancy of any portion of the Site, or any improvements located or to be located thereon.

ARTICLE X

COVENANTS: BINDING UPON SUCCESSORS IN INTEREST, PERIOD OF DURATION

It is intended and agreed that, for the period specified in this Agreement, the covenants of Brewery Works provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, RACM and City, against Brewery Works or any successor to Brewery Works' interest in the Site.

ARTICLE XI

PROHIBITION AGAINST TRANSFER OF PROPERTY WITHOUT RACM CONSENT

Brewery Works has not made or created, and (except for the lease to Tenant permitted by this Agreement) will not, prior to the issuance of the Certificate of Completion, make or create or suffer to be made or created any partial or total sale, assignment, conveyance, lease, trust or power or transfer in any other mode or form of or with respect to this Agreement or the Site, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of RACM and City (which approval shall not be unreasonably withheld) unless Brewery Works remains liable and bound by this Agreement in which event RACM's approval is not required. Notwithstanding the foregoing, Brewery Works may: (i) collaterally assign this Agreement to Brewery Works' mortgage lender, if any; (ii) assign or transfer all or any portion of the Site and all or any portion of its rights under this Agreement to an entity in which Brewery Works owns an interest and is a general partner, managing member or controlling shareholder, as the case may be. Any transfer described in this Article XI shall be subject to the provisions of this Agreement. Brewery Works shall provide written notice to RACM prior to any assignment or transfer, of any nature, under this Article XI.

ARTICLE XII

DEFAULT PROVISIONS

If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default" under and for purposes of this Agreement.

12.1 Any Party shall default in the performance or observance of any of the covenants, agreements or conditions on the part of such Party set forth in this Agreement and the continuance thereof for 30 days following receipt of written notice from another Party specifying such default and requesting that it be corrected.

12.2 Any Party shall:

- (a) Become insolvent; or
- (b) Be unable or admit in writing its inability to pay its debts as they become due, or
- (c) Make a general assignment for the benefit of creditors or to an agent authorized to dissolve a substantial amount of its property; or
- (d) Become subject (either voluntarily or involuntarily) to an order for relief within the meaning of the bankruptcy code; or
- (e) File a petition to effect a plan or other arrangement with creditors; or
- (f) File an answer to a creditor's petition, admitting the material allegations thereof, for dissolution, reorganization or to effect a plan or other arrangements with creditors; or

- (g) Apply to a court for the appointment of a receiver for any of its assets; or
- (h) Have a receiver appointed for any of its assets (with or without consent) and such receiver shall not be discharged within 60 days after appointment; or
- (i) Otherwise become the subject of any federal or state bankruptcy or insolvency proceedings.

ARTICLE XIII

REMEDIES

If an Event of Default shall occur, and after notice and the period to cure as provided for in this Agreement, the aggrieved Party may terminate this Agreement and/or pursue any available remedy, either at law or in equity, against the Party in default including but not limited to withholding disbursement of payments provided for in this Agreement.

ARTICLE XIV

INSURANCE

Brewery Works shall provide, or cause to be provided, general liability insurance in the types and amounts set forth on **Exhibit "K"** attached hereto and made a part of this Agreement. Brewery Works shall furnish RACM and City a certificate or certificates of insurance naming RACM and City as additional insureds with respect to the insurance provided pursuant to this section. The certificates shall provide that the insurance company will furnish RACM and City with a 30 day written notice of cancellation, non-renewal or material change. Brewery Works' obligations with respect to this Article XIV shall terminate with the issuance of the Certificate of Completion.

ARTICLE XV

INDEMNIFICATION

Brewery Works agrees to indemnify and hold harmless RACM and City, their officers, employees, officials and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable counsel fees) and liabilities arising from, in connection with, or as a result of the operation, construction or maintenance of the Project or any actions of Brewery Works undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence or misconduct. The indemnification covenants made by Brewery Works in this Article XV shall terminate upon the issuance of the Certificate of Completion; provided that said covenants shall continue to be effective thereafter with respect to all claims, whenever asserted, which are based on acts, omissions or other events which occurred prior to the issuance of the Certificate of Completion.

ARTICLE XVI

UNAVOIDABLE DELAYS

No Party to this Agreement, or a Party's successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of an Unavoidable Delay applicable to that Party. The time for the performance of an obligation under this Agreement which is subject to an Unavoidable Delay shall be extended by a period of time commensurate with the extent of the delay caused by the Unavoidable Delay or as otherwise mutually-agreed upon by Brewery Works, City and RACM.

ARTICLE XVII

CONFLICT OF INTEREST: REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, agent or employee of RACM or City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, official, agent or employee participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is, directly or indirectly, interested. No member, official, agent or employee of RACM or City shall be personally liable to Brewery Works, or any successor in interest in the event of any default or breach by RACM or City or for any amount which may become due to Brewery Works, under the terms of this Agreement.

ARTICLE XVIII

HUMAN RESOURCES

Brewery Works shall comply with the requirements set forth in the Human Resources Agreement attached hereto as **Exhibit "E"** which shall require:

18.1 With regard to the design and construction of the Street Improvements, utilization of certified Small Business Enterprises for 25% of construction costs and purchase of services and supplies and for 18% of professional services, utilization of unemployed and underemployed residents for no less than 40% of the total "worker hours" expended on construction, compliance with applicable state and municipal labor standards, payment of prevailing wages, and utilization of apprentices and/or on-the-job trainees and participation in City's First-Source Employment Program; and

18.2 With regard to any Building improvements made by Brewery Works as necessary to make the Building viable for a lease to Tenant, use best efforts to utilize certified Small Business Enterprises for 18% of construction and professional services costs and utilization of unemployed and underemployed residents for no less than 21% of the total "worker hours" expended on construction. This requirement does not apply to Tenant-specific improvements made to the lease premises.

ARTICLE XIX

RECORDS

19.1 Brewery Works shall keep accurate, full and complete books and accounts with respect to the costs of implementing the Project and shall include a provision in all its contracts requiring its contractors and 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 seven years subsequent to Substantial Completion of the Project.

19.2 City's Comptroller shall have the right, upon reasonable notice to Brewery Works, its contractors or subcontractors as the case may be, to examine the books and accounts of Brewery Works, its contractors or subcontractors relating to the Project during normal business hours.

ARTICLE XX

NOTICES

Any written notice required to be sent to any Party shall be forwarded to the following, as applicable:

City:

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

RACM:

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

With a copy to:

Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

Brewery Works:

The Brewery Works, Inc.
Suite 209
1555 North RiverCenter Drive
Milwaukee, WI 53212
Attn: Mr. Sam Denny

With a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Bruce T. Block, Esq.

ARTICLE XXI

LIMITATION OF WAIVERS

If any term contained in this Agreement should be breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach hereunder on any other occasion. No remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by virtue of other contracts. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle any Party to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be expressly required by this Agreement

ARTICLE XXII

AMENDMENTS

This Agreement shall not be amended, changed, modified, altered or terminated without the written consent of Brewery Works, the City and RACM.

ARTICLE XXIII

SUCCESSORS

Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE XXIV

GOVERNING LAW AND TERMINATION

The laws of the State of Wisconsin shall govern this Agreement. This Agreement shall terminate on the Termination Date or may be terminated earlier by Brewery Works at any time prior to the disbursement of any of the Grant by RACM to Brewery Works.

ARTICLE XXV

SEVERABILITY

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases because the provision conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

ARTICLE XXVI

CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

ARTICLE XXVII

APPROVALS

Whenever this Agreement requires the consent or approval of RACM or allows the discretion of RACM to be exercised, the Executive Director shall have the authority to provide such consent or approval or to exercise such discretion. Whenever in this Agreement the consent or approval of City is required or the discretion of City may be exercised, the City's Commissioner of City Development shall have the authority to provide such consent or approval or to exercise such discretion. Any and all approvals and consents required of any Party hereunder shall not be unreasonably withheld or unduly delayed and shall be granted or withheld consistent with the agreements of the Parties set forth in this Agreement with respect to the nature and scope of the development of the Project.

ARTICLE XVIII

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile; provided that the Party provides an original of the facsimile signature to each other Party within five calendar days of transmission of the facsimile signature.

ARTICLE XXIX

CONFIDENTIALITY

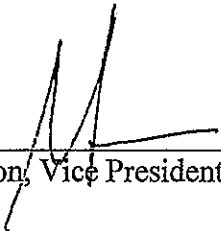
The Parties shall use their best efforts to take all necessary or appropriate measures in good faith to maintain the confidentiality of any proprietary information a Party may receive about another Party during the course of this Agreement. This obligation shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

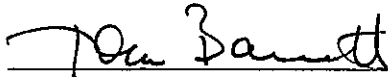
SIGNATURES ON NEXT PAGE

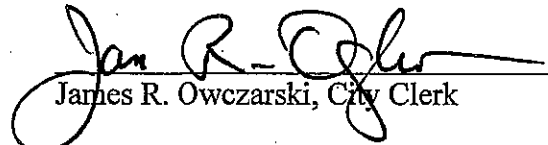
THE BREWERY WORKS, INC.

By: 
Gary P. Grunau, President

By: 
Scott A. Sampson, Vice President

CITY OF MILWAUKEE


Tom Barrett, Mayor


James R. Owczarski, City Clerk

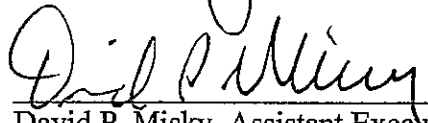
COUNTERSIGNED:


Martin Matson, Comptroller

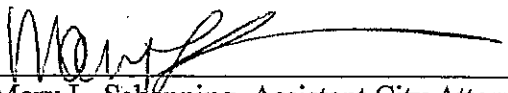
SEP
3/7/14

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**


William J. Schwartz, Chair


David P. Misky, Assistant Executive
Director/Secretary

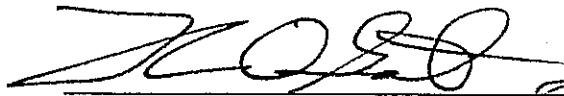
Signatures of Tom Barrett, Mayor; James R. Owczarski, City Clerk; and Martin Matson, Comptroller, authenticated this 14 day of March, 2014.


Mary L. Schanning, Assistant City Attorney
State Bar No. 1029016

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 20 day of March, 2014, William J. Schwartz and David P. Misky, who acknowledged themselves to be the Chairperson and Assistant Executive Director-Secretary, respectively, of the Redevelopment Authority of the City of Milwaukee, a Corporation, and that they, as such officers, of said Corporation being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

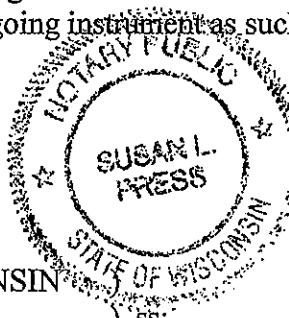
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public Thomas S O'Gartner
Milwaukee County.
My commission is permanent

SEAL

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

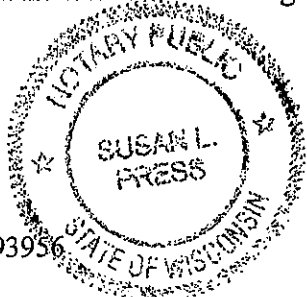
Personally came before me this 29th day of JANUARY, 2014, Gary P. Grunau, President of the above-named The Brewery Works, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such President, and acknowledged that he executed the foregoing instrument as such officer.



Susan L. Press
Name: SUSAN L. PRESS
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1/15/2017)

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this 29th day of JANUARY, 2014, Scott A. Sampson, Vice President of the above-named The Brewery Works, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such Vice President, and acknowledged that he executed the foregoing instrument as such officer.



Susan L. Press
Name: SUSAN L. PRESS
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1/15/2017)

1089-2012-1108:193956

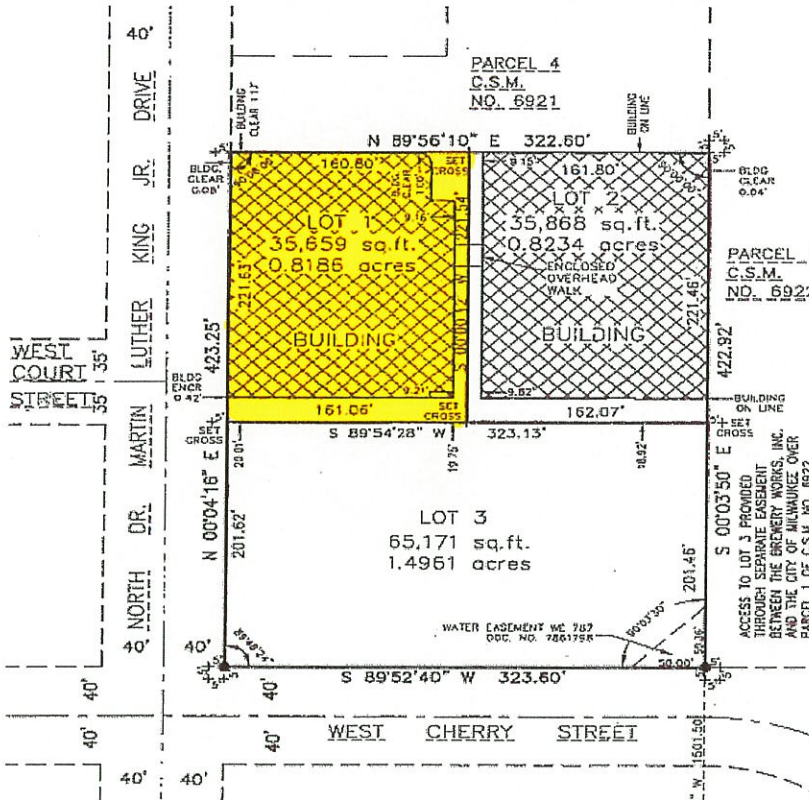
EXHIBIT A - Page 1
235 West Galena Street

CERTIFIED SURVEY MAP NO. 7774

A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4968 AND PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 6921 IN THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

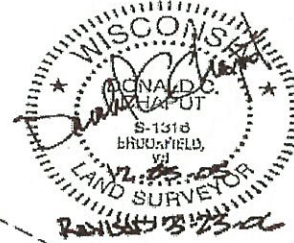
TAX KEY NOS. 3611831000, 3611951000, 3611952000 AND 3611953000

ZONING: C9G



- INDICATES 1" DIA. IRON PIPE FOUND
- + INDICATES CROSS CHISELED IN CONCRETE - FOUND (EXCEPT AS NOTED)

NOTE: SCALE IS EXAGGERATED FOR 5' OFFSET CROSSES



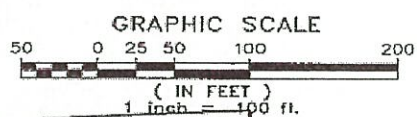
National Survey & Engineering
 A Division of R.A. Smith & Associates, Inc.

262-781-1000
 Fax 262-797-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 www.nsaee.com
 S:\2027\7.dwg
 C:\S101111\DWG\7.dwg

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 20-7-22 RECORDED AS N 89°38'09" E ON 89°38'09" E ON C.S.M. NO. 6921.

SW CORNER, SE 1/4 SECTION 20-7-22 CONCRETE MONUMENT WITH BRASS CAP

SE CORNER, SE 1/4 SECTION 20-7-22 ALUMINUM MONUMENT



SHEET 1 OF 4 SHEETS

INFRASTRUCTURE SERVICES DIVISION
 Central Drafting & Records Manager
 Marcia Lindholm 4/1/06
 ENGR. IN CHARGE
 CORRECT
 CITY ENGINEER
 APPROVED

DEPARTMENT OF CITY DEVELOPMENT
 CITY OF MILWAUKEE
 DEC 2, 2005
 STAFF APPROVED

DOC.# 09257624

REGISTER'S OFFICE | SS
 Milwaukee County, WI
 RECORDED 06/22/2006 04:00PM
 JOHN LA FAVE
 REGISTER OF DEEDS

AMOUNT: 17.00

EXHIBIT A - Page 2 Vacated West Galena Street

CERTIFIED SURVEY MAP NO. 6921

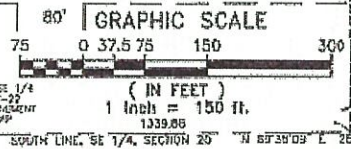
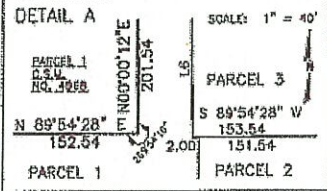
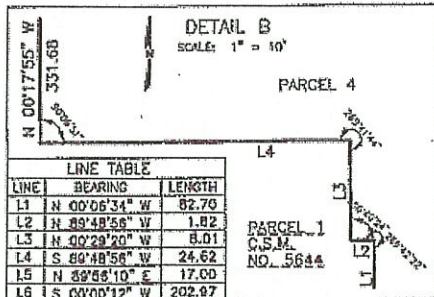
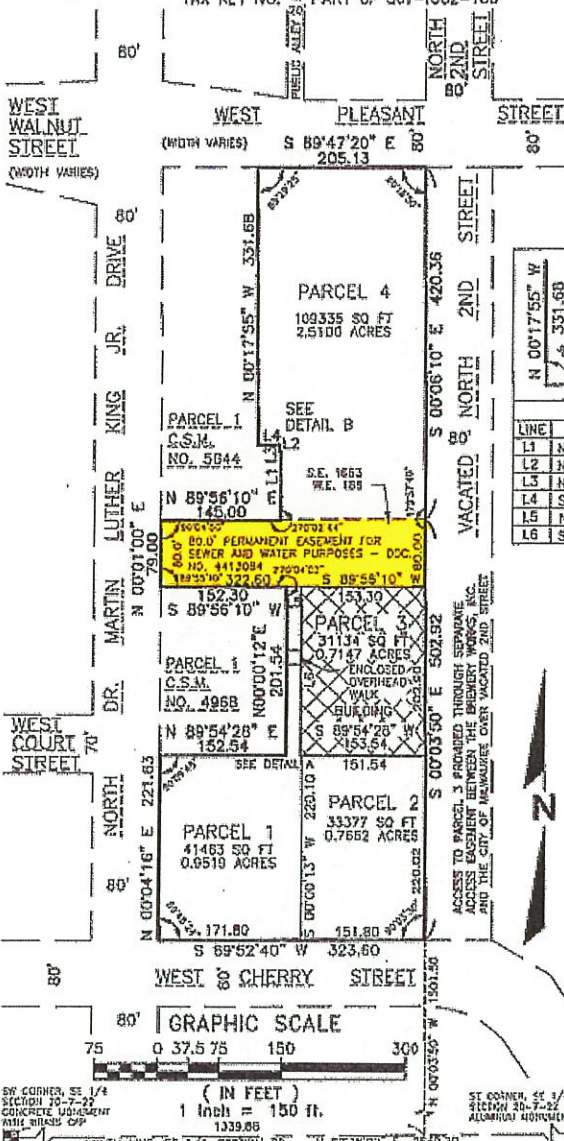
A DIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5644, IN THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

TAX KEY NO. PART OF 361-1882-100

ZONING: C90

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 20 RECORDED AS N 89°38'09" E ON C.S.M. NO. 5644.

SEE PAGE 2 FOR MONUMENTATION DETAIL AND BUILDING TIES.



National Survey & Engineering
 Telephone 262-781-1000
 Facsimile 262-781-8400
 18745 W. Elmwood Road
 Suite 200
 Brookfield, WI 53005-0930
 www.nsewi.com

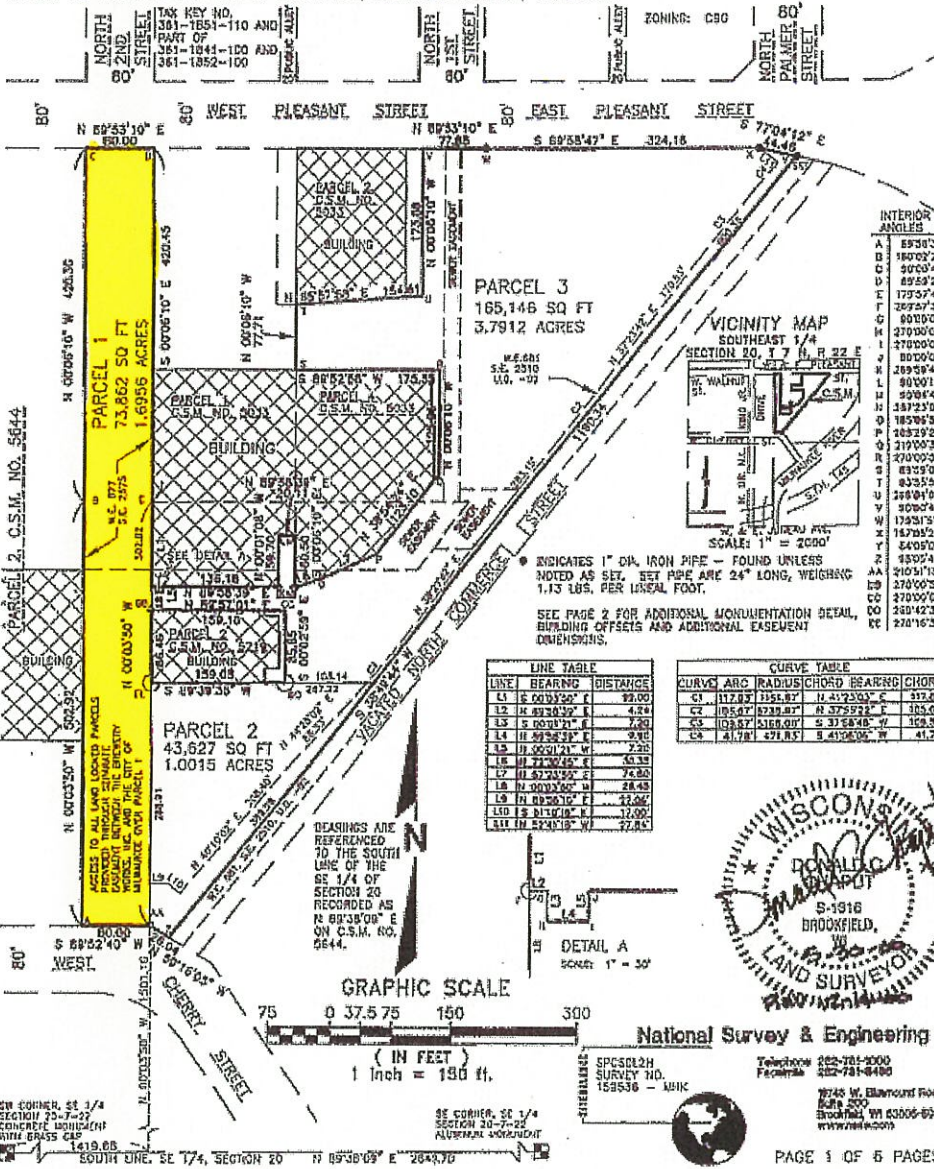
INFRASTRUCTURE SERVICES DIVISION
 Marcia Riedel 12/19/00
 CENTRAL DRAFTING & RECORDS MANAGER
 Martin Lynn 12/19/00
 ENGR. IN CHARGE ENVIRON. ENGR.
 CORRECT
 City Engineer APPROVED

DEPARTMENT OF CITY DEVELOPMENT
 MILWAUKEE
RECEIVED
 NOV 13 2000
 DEPT. OF City Development
 STAFF APPROVED

EXHIBIT A - Page 3
 Vacated North 2nd Street

CERTIFIED SURVEY MAP NO. 6922

A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5219, VACATED NORTH 2ND STREET AND PART OF VACATED NORTH COMMERCE STREET IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



INFRASTRUCTURE SERVICES DIVISION
 Marcia Brindley 12/19/00
 CENTRAL DRAFTING & RECORDS MANAGER
 Martin Gunn 12/19/00
 ENGR. IN CHARGE ENVIRON. ENGR.
 CORRECT
 Jeffrey Schaefer 12/19/00
 CITY ENGINEER
 APPROVED

DEPARTMENT OF CITY ENGINEERING
 RECEIVED
 NOV 13 2000
 DEPT. OF CITY DEVELOPMENT
 APPROVED

EXHIBIT B

235 W. Galena Street:

Lot 1 of Certified Survey Map No. 7774, recorded June 22, 2006 as Document No. 9257624, a division of Parcel 1 of Certified Survey Map No. 4968 and Parcels 1, 2 and 3 of Certified Survey Map No. 6921 in the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

EASEMENT AREA:

Part of Parcel 4 of Certified Survey Map No. 6921, in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Parcel 1 of Certified Survey Map No. 5644, thence South $00^{\circ}00'20''$ East along the East line of North Dr. Martin Luther King, Jr. Drive 421.90 feet to a point; thence South $00^{\circ}01'00''$ West along said East line 1.00 feet to the Southwest corner of said Parcel 1 and the point of beginning of the lands to be described; thence North $89^{\circ}56'10''$ East along the South line of said Parcel 1 and its extension 322.49 feet to a point on the West line of Vacated North 2nd Street; then South $00^{\circ}03'50''$ East along said West line 79.00 feet to the Southeast corner of said Parcel 4; thence South $89^{\circ}56'10''$ West along the South line of Parcel 4 aforesaid 322.60 feet to a point on the East line of North Dr. Martin Luther King Jr. Drive; thence North $00^{\circ}01'00''$ East along said East line 79.00 feet to the point of beginning. Containing 25,481 square feet or 0.5850 acres of land.

and

Parcel 1 of Certified Survey Map No. 6922, recorded January 17, 2001 as Document No. 8012987, a division of Parcel 1 of Certified Survey Map No. 5219, vacated North 2nd Street and part of vacated North Commerce Street in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Exhibit "C"

Amended TID No. 41 Project Plan

PROJECT PLAN
for
TAX INCREMENTAL DISTRICT NUMBER 41
CITY OF MILWAUKEE
(Harley Riverwalk)

City Plan Commission
of the
City of Milwaukee
Milwaukee, Wisconsin

Prepared by
Department of City Development

in conformance with the provisions
of Section 66.46, Wisconsin Statutes,
as amended.

July 2000

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B. COMPLIANCE WITH STATUTORY REQUIREMENTS 4

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2. "Detailed List of Estimated Project Costs" 5

3. "Description of Timing and Methods of Financing" 6

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EXHIBITS 9

I. DESCRIPTION OF PROJECT

A. Introduction

Section 66.46(4)(d), Wisconsin Statutes, requires the "preparation and adoption by the planning commission of a proposed project plan for each tax incremental district." This Project Plan is submitted in fulfillment of this requirement and the related provisions of section 66.46, Wisconsin Statutes.

B. District Boundaries

Tax Incremental District Number 41, City of Milwaukee, (TID 41 and/or District) is composed of five blocks on the west side of the Milwaukee River in Milwaukee's central business district. The District is shown on Map No. 1, "Boundary and Existing Land Use," and described more precisely in Exhibit 1, "Boundary Description." The area consists solely of whole units of property as are assessed for general tax purposes and which are bounded on one or more sides by railroad rights-of-way, highways or rivers. A complete list of properties in the District is provided in Exhibit 2, "Property Characteristics."

The District contains property totaling 817,889 square feet (18.8 acres), more or less, exclusive of public streets and alleys. Approximately 61.3 percent, by area, (501,485 square feet) of the real property located within the District was found to be "blighted" within the meaning of Section 66.46(2)(a), Wisconsin Statutes and/or "in need of rehabilitation or conservation work" within the meaning of Section 66.435(3), Wisconsin Statutes. Exhibit 2 illustrates how the properties in the District meet the statutory criteria for Tax Incremental Districts.

C. Plan Objectives

The District encompasses a decommissioned electric power plant, an abandoned rail yard, and former brewery buildings that have not been renovated. The District will facilitate the adaptive reuse of the brewery buildings as the Harley Davidson Museum and the adaptive reuse of the power plant as a mixed-use development including offices and restaurants. The rail yard will be redeveloped as public spaces and plaza areas. A public riverwalk will be constructed along the Milwaukee River to connect with existing riverwalk segments south of West Juneau Avenue and north of West Cherry Street.

The District is part of and will facilitate achieving the objectives of the Beer Line "A" redevelopment project area established by the Redevelopment Authority of the City of Milwaukee (RACM) pursuant to section 66.431(5)1, Wisconsin Statutes.

The more detailed objectives of the Redevelopment Plan for the Beer Line "A" project area are to:

- a) Upgrade the physical quality and functional use of the area by eliminating low intensity and uneconomic land uses, functionally obsolete structures and blighting influences that detract from the general appearance of the area, inhibit the sound growth of the city, and discourage new private and public investment.
- b) Encourage adaptive reuse of historically significant but obsolete single-purpose

buildings.

- c) Encourage the physical rehabilitation and/or restoration of existing retained buildings, structures and dockwalls within the District.
- d) Promote multi-use development that will encourage daytime and evening use.
- e) Provide development loans to qualified redevelopers, including loans for riverwalk development.
- f) Enhance and revitalize the area by the special treatment and development of North Old World Third Street, North Dr. Martin Luther King, Jr. Drive, West Cherry Street, East Pleasant Street and East and West Walnut Street as focal points and as major thoroughfares connecting the project area with the Central Business District and upper east side.
- g) Provide sites for off-street parking and loading facilities in order to eliminate obstructions and to establish efficient pedestrian and vehicular movement and separation.
- h) Reduce traffic congestion through the improved design of the street traffic circulation systems, including necessary street and sidewalk alterations, modifications, and related improvements.
- i) Provide project and site improvements, including the installation, construction, or reconstruction of streets and dockwalls, pedestrian ways and riverwalks, public utilities, and other related improvements where and as necessary for carrying out the objectives of the Plan.
- j) Generate new employment and living opportunities for city residents.
- k) Impose mandatory standards for property and/or parking lot rehabilitation and development.
- l) Acquire underutilized land for public improvements and facilities and to assemble land into parcels suitable in size and shape for development that will create new and strengthen existing sound land use relationships within the area.
- m) Encourage and promote appropriate private riverfront development.

D. Proposed Public Action

Initially, the District will fund a \$7.15 million grant to the Redevelopment Authority to be invested in riverwalk and streetscaping, landscaping and plaza improvements in the district.

While the grant to the Redevelopment Authority is expected to be the principal means of achieving the objectives of this Plan, the City of Milwaukee may, on its own initiative or through a cooperation agreement with the Redevelopment Authority and/or other entities, undertake any and all project and site improvements and activities considered necessary to achieve project objectives and the commitment of private investment. This Plan is not intended to limit and shall not be interpreted as limiting the Redevelopment Authority in the exercise of its powers under Section 66.431(5), Wisconsin Statutes, within the District.

II. PLAN PROPOSALS

A. Statutory Requirements

Section 66.46(4)(f), Wisconsin Statutes, requires that a Project Plan for a Tax Incremental District as adopted by a planning commission and submitted to the local legislative body shall include:

"... a statement listing the kind, number and location of all proposed public works or improvements within the district or, to the extent provided in subsection (2)(f)1.k., outside the district, an economic feasibility study, a detailed list of estimated project costs, and a description of the methods of financing all estimated project costs and the time when the costs or monetary obligations related thereto are to be incurred. The plan shall also include a map showing existing uses and conditions of real property in the district; a map showing proposed improvements and uses in the district; proposed changes of zoning ordinances, master plan, if any, map, building codes and city ordinances; a list of estimated non-project costs; and a statement of a proposed method for the relocation of any persons to be displaced. The plan shall indicate how creation of the tax incremental district promotes the orderly development of the city."

The plan shall also include an opinion of the City Attorney or of any attorney retained by the City advising whether such plan is complete and complies with Section 66.46(4)(f), Wisconsin Statutes.

B. Compliance with Statutory Requirements

The following statements, maps and exhibits are provided in compliance with the statutory requirements.

1. "Statement of the Kind, Number, and Location of All Proposed Public Works or Improvements."

a. The plan includes the public works and improvements described in general below. The specific kind, number, and locations of public works and other improvements will be based on detailed final plans, specifications and estimates as approved by the city's Department of City Development for project and site development. While not anticipated at this time, improvements such as vacation of existing public rights-of-way, site clearance, environmental remediation, and reimbursement to owners of abutting property for costs directly related to the project also may be undertaken if necessary for the implementation of the plan for the District.

b. The number and location of the proposed public works and improvements are shown on Map No. 3, titled Proposed Improvements and Uses, and are listed below:

1. Construction of a public riverwalk on the west side of the Milwaukee River between West Juneau Avenue and West Cherry Street.

2. Grant to the Redevelopment Authority under section 66.431(13), Wisconsin Statutes, to provide site improvements to the properties between the proposed Harley Davidson

Museum at 205 West Galena Street and the former Wisconsin Electric power plant at 1330 North Commerce Street. These improvements include pedestrian and vehicle access via a new private street between West Villet Street and the proposed riverwalk, a pedestrian promenade between the museum and former power plant, streetscaping on North Dr. Martin Luther King, Jr. Drive and West Cherry Street, and landscaping improvements to parking lots that front on North Dr. Martin Luther King, Jr. Drive and West Cherry Street.

2. "Detailed List of Estimated Project Costs"

The kind, number, location and estimated costs of public works and improvements necessitated by this project as identified above, are based on preliminary plans and concepts developed in consultation with the Department of Public Works and as part of the preparation of the economic feasibility study for the District. These may be modified as to kind, number, location, and the costs reallocated at any time during project execution based on more definitive engineering studies and construction plans without amendment of this Plan.

The costs included in this subsection and detailed in Table "A" which follows are, without limitation hereof because of enumeration, claimed as eligible Project Costs as defined under Section 66.46(2) (f) and in any Cooperation Agreement (s) presently or subsequently entered into by and between the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee, and/or eligible designated redeveloper(s), which agreements are incorporated herein by reference, provided further that such expenditures are necessitated by this Project Plan.

These costs and cost estimates are more fully described as follows:

a. Capital Costs

A statement of the kinds of activities proposed for the project is included in subsection III.B.1. of this Plan.

b. Other Costs

This category of Project Costs includes estimates for administrative, professional, organizational and legal costs. Components of the "other costs" include, in general, costs of salaries and employee benefits for employees engaged in planning, engineering, implementing, and administering activities in connection with the tax increment district. Related costs of supplies, materials, contract and consultant services, rental of space and equipment, and the reasonable costs of City departments and agencies having oversight responsibilities due to the creation of this District. Such services include but are not limited to purchasing, property appraisals, personnel, legal, accounting, auditing, the provision of space and maintenance, and costs charged in accordance with an approved cost allocation plan. These costs are estimated at \$150,000.

c. Financing Costs

Financing costs include estimated gross interest expense on bonds that will be issued to pay for Project Costs. Estimates of bond interest are based on interest rates as set forth in the Economic Feasibility Analysis for this Project.

Table A
List of Estimated Project Costs¹

a.	<u>Capital:</u> Grant to RACM for streetscaping, landscaping, and plaza area improvements - \$3,000,000 Riverwalk construction - \$4,000,000	\$7,000,000
b.	<u>Other:</u> Administrative, professional, organizational and legal	\$150,000
	Total Estimated Project Costs, excluding financing	\$7,150,000
c.	<u>Financing:</u> Interest payment on tax-exempt bonds	\$6,231,911

3. "Description of Timing and Methods of Financing"

a. Estimated Timing of Project and Financing Costs

The Summary of Project Costs (Schedule "A" below) identifies the year in which actual expenditures for the cost of public works and improvements described in this plan is expected to be incurred. This schedule anticipates the time costs will be incurred, not the time contracts or other obligations may be entered into. The estimates presented are subject to change as actual circumstances during the project execution period may require. However, all expenditures will be made prior to the year 2008, pursuant to the provisions of s. 66.46(6)(am), Wisconsin Statutes.

Schedule A
Estimated Timing of Project Costs

Year	Estimated Project Cost	Cumulative Total
2001	\$5,250,000	\$5,250,000
2002	\$1,750,000	\$7,000,000
2003	\$150,000	\$7,150,000

b. Estimated Method of Financing Project Costs

One or more of the developers will provide the financing for the TID project costs

¹ The City of Milwaukee and RACM reserve the right to make only those improvements and to undertake only those activities that are deemed economically feasible and appropriate during the course of project implementation and which are commensurate with positive growth in the tax increment.

estimated above. The City will repay the funds advanced by the developers, including an interest charge, but only to the extent of the incremental revenue actually generated by the District.

4. "Economic Feasibility Study"

The Economic Feasibility Study for this District, prepared by the Department of City Development and titled *Economic Feasibility Study: Tax Increment District No. 41, July 2000*, is on file in the Office of the City Plan Commission, 809 North Broadway, Milwaukee, Wisconsin, and in the Office of the City Clerk of the City of Milwaukee, 200 West Wells Street, Room 205, Milwaukee Wisconsin, as attached to Common Council Resolution File Number 000428. The study is incorporated herein by reference. The study establishes the dollar value of project costs which, based on certain general assumptions and a reasonable margin of safety, could be financed with the revenues projected to be generated by the proposed tax incremental district.

Based upon the anticipated tax incremental revenue to be generated by this project, the District is financially feasible and is likely to be retired on or before the year 2017 but could run to the year 2023. Should incremental revenues be generated in excess of those currently anticipated, they will be used to offset the public costs of Plan implementation.

5. "Map Showing Existing Uses and Conditions"

Please refer to Map No. 1, "Boundary and Existing Land Use," and Map No. 2, "Property Condition," in the Exhibits Section which follows.

6. "Map Showing Proposed Improvements and Uses"

Please refer to Map No. 3, "Proposed Improvements and Uses," in the Exhibits Section which follows.

7. "Proposed Change of Zoning Ordinances, Master Plan, Building Codes and City Ordinances"

Please refer to Map No. 4, "Existing Zoning," and to Map No. 5, "Beer Line "A" Redevelopment Project Area." The existing C9G (Mixed Activity) zoning, master plan, building codes, and other city ordinances are sufficiently broad in scope and in content to accomplish the purposes and intent of this Plan within the established procedures and processes.

8. "List of Estimated Non-Project Costs"

The District's assistance is a small portion of the estimated \$57 million total cost of the project. However, as detail design of the complementary public improvements by the city and the developer proceeds, some additional costs may be identified and may be eligible for reimbursement through the TID.

Table "B"

List of Estimated Non-Project Costs

Museum and Power Plant renovations:	\$50,000,000
-------------------------------------	--------------

9. "Proposed Method for Relocation"

This Plan does not anticipate the acquisition of property by the City of Milwaukee or by the Redevelopment Authority. Accordingly, no relocation activities or expenditures for relocation payments or services are provided herein. Should the acquisition of property by condemnation and requiring relocation be necessary, the cost and method of relocation will be included in a Redevelopment Plan and associated Relocation Plan prepared pursuant to sec. 66.431 and sec. 32.05, Wis. Stats. The costs of such activities will be eligible for reimbursement through tax increment revenues should such revenues be generated during the statutory life of the District.

10. "Statement Indicating How District Creation Promotes Orderly City Development"

District creation is consistent with and will help implement Milwaukee's Downtown Plan, adopted by the City Plan Commission in July 1999 as a component of Milwaukee's Comprehensive Plan, and the Redevelopment Plan for the Beer Line "A" redevelopment project area (August 1985, as amended), adopted by the Redevelopment Authority pursuant to section 66.431(5)1, Wisconsin Statutes. It will foster the preservation and adaptive reuse of a significant grouping of historic buildings which are listed on the National Register of Historic Places while renovating a blighted former industrial area. It also will facilitate the completion of the downtown RiverWalk, which is consistent with the objectives of Business Improvement District No. 15 (Milwaukee RiverWalk District), a business improvement district created by the city in 1997 pursuant to s. 66.608, Wis. Stats.

11. "Opinion of the City Attorney"

Please refer to the letter of the City Attorney in the Exhibits Section.

EXHIBITS

<u>Exhibit</u>	<u>Title</u>
Exhibit 1	Boundary Description
Exhibit 2	Property Characteristics
Map 1	Boundary and Existing Land Use
Map 2	Structure Condition
Map 3	Proposed Uses and Proposed Improvements
Map 4	Existing Zoning
Map 5	Redevelopment Project Areas
Attachment 1	Assessment Commissioner's Letter
Attachment 2	City Attorney's Letter

EXHIBIT 1

BOUNDARY DESCRIPTION

The perimeter boundary of proposed Tax Increment District No. 41 as shown on Map 1, "Boundary and Existing Land Use", is more specifically described as:

Beginning at the intersection of the western right-of-way line of North Dr. Martin Luther King, Jr. Drive and the southern right-of-way line of West Walnut Street,

Thence east to the centerline of vacated North Second Street,

Thence south to the northwestern property line of parcel 1, Certified Survey Map No. S219, recorded December 21, 1988 (103 West Pleasant Street, tax key no. 361-1851-100),

Thence northeast via the meandering property line to the southern right-of-way line of East Pleasant Street,

Thence east to the centerline of vacated North Commerce Street,

Thence southwest to the north right-of-way line of West Cherry Street,

Thence southeast to the centerline of the Milwaukee River,

Thence southwest to the south right-of-way line of West McKinley Avenue extended¹,

Thence west to the western right-of-way line of North Dr. Martin Luther King, Jr. Drive,

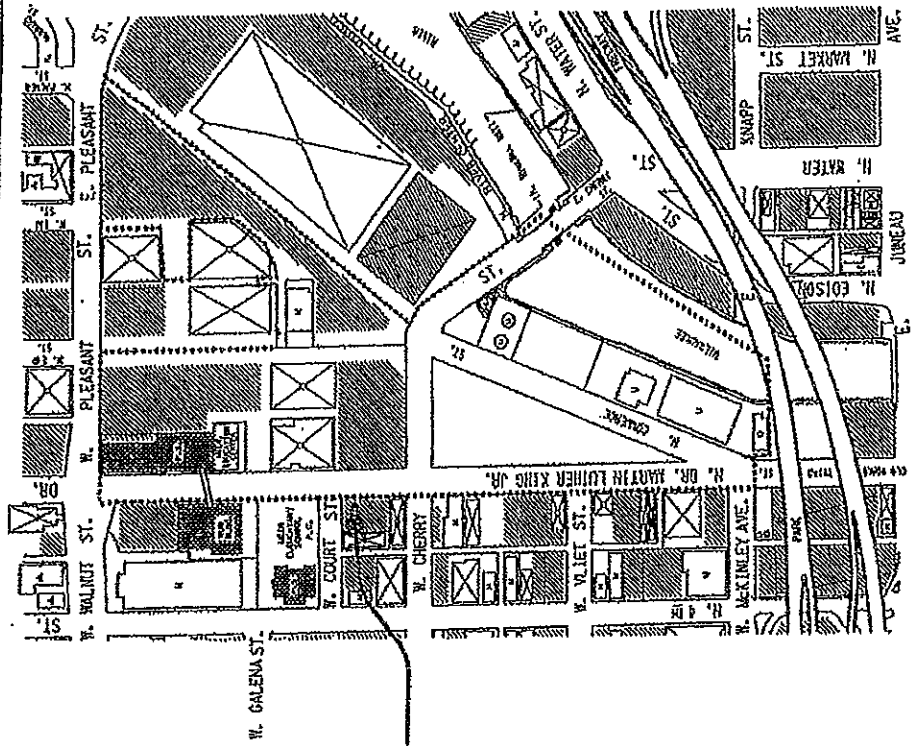
Thence north to the point of beginning.

¹ Not to be confused with the vacated portion of West McKinley Avenue between North Commerce Street and the Milwaukee River. All of parcel tax key no. 361-0314-100 (1330 North Commerce Street) is within the district boundary.

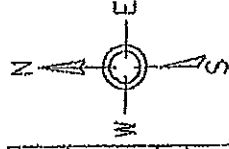
EXHIBIT 2: PROPERTY CHARACTERISTICS, PROPOSED TID 41

ID No.	TAXKEY	HWR	DIR	STREET NAME	TYPE	OWNER NAME	LOT AREA	LAND \$	IMPRV \$	TOTAL \$	VACANT	"BLIGHTED"	NOTES
1	3610304110	201	W	CHERRY	ST	COMMERCE POWER LLC	126,542	\$759,300	\$0	\$759,300	\$2,042	126,542	a
2	3610306000	101	W	CHERRY	ST	CITY OF MILWAUKEE	2,930	\$0	\$0	\$0	\$0	2,930	
3	3610308000	1450	N	COMMERCE	ST	THE BREWERY WORKS, INC	10,585	\$5,400	\$1,100	\$7,500	10,585	10,585	
4	3610309000	1442	N	COMMERCE	ST	WISCONSIN ELECTRIC POWER CO	17,250	\$98,300	\$0	\$98,300	\$0	17,250	
5	3610310100	1430	N	COMMERCE	ST	THE BREWERY WORKS INC	34,761	\$62,100	\$0	\$62,100	\$4,761	34,761	
6	3610314100	1330	N	COMMERCE	ST	WISCONSIN ELECTRIC POWER CO	80,410	\$482,500	\$667,500	\$1,150,000	\$0	80,410	
7	3611831000	205	W	GALENA	ST	THE BREWERY WORKS INC	30,724	\$184,900	\$3,665,700	\$3,850,600	\$0	30,724	
8	3611831100	102	E	PLEASANT	ST	SCHLITZ PARK ASSOCIATES I	233,552	\$1,401,300	\$358,300	\$1,759,600	\$0	233,552	
9	3611832000	1542	N	SECOND	ST	SCHLITZ PARK ASSOCIATES II	13,690	\$62,100	\$44,900	\$127,000	\$0	13,690	b
10	3611831100	1616	N	MARTIN L KING	DR	WI PRESERVATION FUND, INC.	52,128	\$0	\$0	\$0	\$0	52,128	b
11	3611832000	205	W	GALENA	ST	THE BREWERY WORKS INC	215,317	\$1,291,900	\$1,008,100	\$2,300,000	127,388	215,317	b
TOTALS:							817,888					501,485	61.3%
PERCENT "BLIGHTED OR IN NEED OF CONSERVATION":												127,388	15.6%
PERCENT VACANT:													

NOTES:
 a. Approximately 44,500 s.f. of this former rail yard is improved and used as a surface parking lot. The remainder of the site is vacant.
 B. Although the assessed value of the improvements on these parcels is less than the assessed land value, replacement cost value of the improvements substantially exceeds the assessed value of the land.
 (Estimated Replacement Cost: Grunau Project Development, Inc., January 19, 2000.)

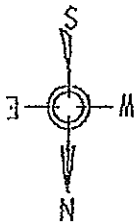


TID BOUNDARY



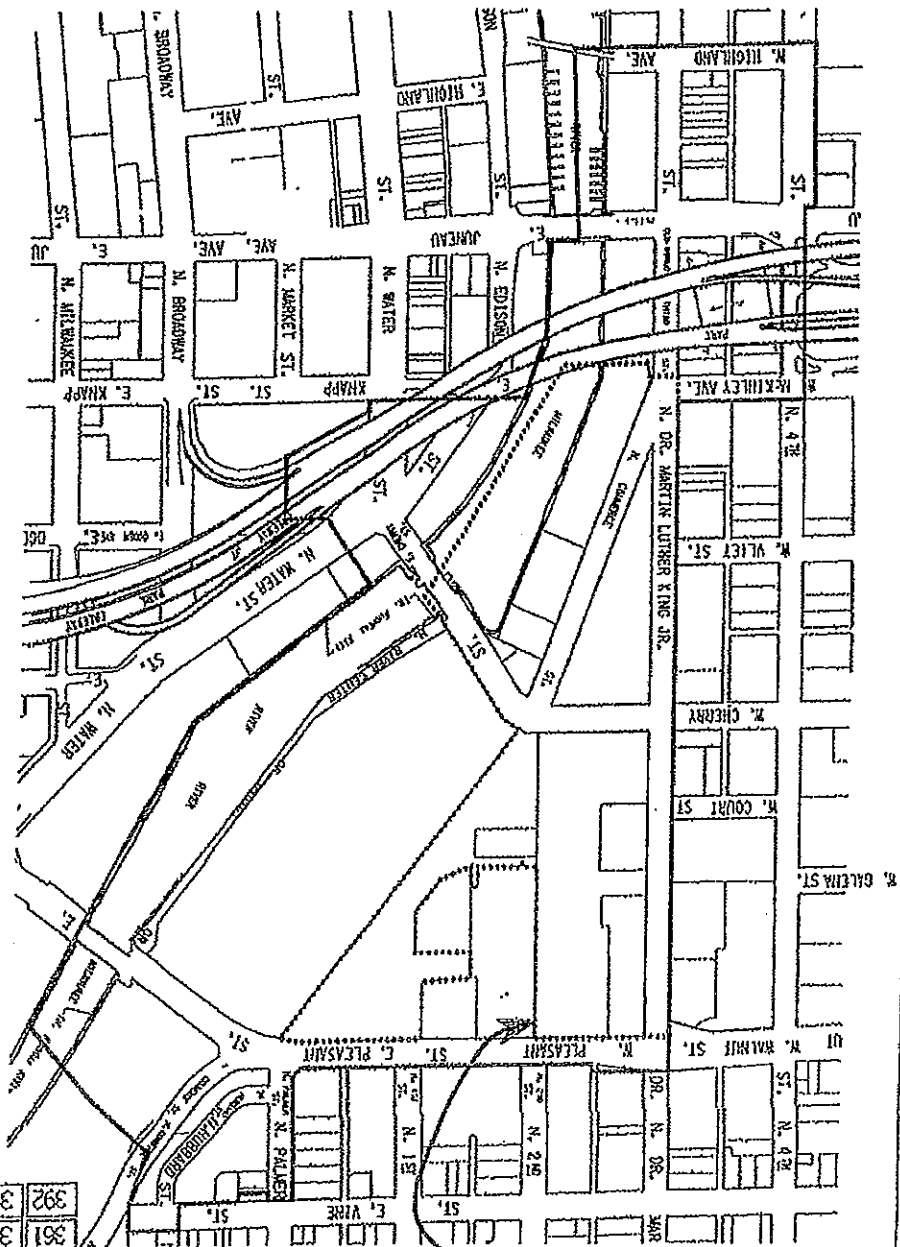
LEGEND	
[Symbol]	PROJECT BOUNDARY
[Symbol]	SINGLE OR DUPLEX RESIDENTIAL
[Symbol]	MULTI-FAMILY RESIDENTIAL
[Symbol]	MIXED COMMERCIAL / RESIDENTIAL
[Symbol]	COMMERCIAL OR LOCAL BUSINESS
[Symbol]	OFFICE / PROFESSIONAL SERVICES
[Symbol]	MIXED COMMERCIAL
[Symbol]	SKILLED CARE FACILITY
[Symbol]	VACANT PARCEL
[Symbol]	NON - PUBLIC EDUCATION
[Symbol]	PUBLIC BUILDING
[Symbol]	MANUFACTURING AND WAREHOUSING
[Symbol]	ACCESSORY BUILDING
[Symbol]	TENNIS COURT
[Symbol]	BASKETBALL COURT
[Symbol]	CHURCH
[Symbol]	HOTEL
[Symbol]	ROOMING HOUSE
[Symbol]	POLICE STATION
[Symbol]	FIRE STATION
[Symbol]	HOSPITAL
[Symbol]	CONDOMINIUM
[Symbol]	UTILITY COMPANY
[Symbol]	STORAGE TANK
[Symbol]	PARK
[Symbol]	PUBLIC SCHOOL
[Symbol]	PLAYGROUND
[Symbol]	PARKING LOT
[Symbol]	PARKING STRUCTURE
[Symbol]	CEMETERY
[Symbol]	DORMITORY

MAP NO.	TID - 41
1	BOUNDARY AND EXISTING LAND USE
DATE	
APPROVED BY THE DEPARTMENT OF CITY DEVELOPMENT INSPECTION CENTER Joseph T. Ito - 303-534-1100 Project No. 18-4234-000 Color Book - 18-4234-000 City of Seattle - 18-4234-000 Date: 10/10/2000 Scale: 1" = 300' Author: [Name]	



MAP NO. 41
TID - 41
EXISTING REDVELOPMENT
PROJECT AREA
DATE

LEGEND
BEERLINE A RENEWAL AREA



393	392
361	360
353	354

PROJECTED BY THE DIVISION OF CITY DEVELOPMENT, INDEPENDENT CITY, MISSOURI
DESIGNED BY THE DIVISION OF CITY DEVELOPMENT, INDEPENDENT CITY, MISSOURI
DRAWN BY THE DIVISION OF CITY DEVELOPMENT, INDEPENDENT CITY, MISSOURI
DATE



ASSESSOR'S OFFICE

August 2, 2000

Mary P. Reavey
Assessment Commissioner

Peter C. Weissenfluh
Chief Assessor

Julie A. Penman, Commissioner
Department of City Development
809 North Broadway
Milwaukee, WI 53201

RE: Proposed Tax Incremental District #41 (Harley Riverwalk)

Dear Ms Penman:

The equalized taxable value of all real and personal property in the proposed boundary using 1999 values per your request (2000 values not available at this time) is as follows:

Real Estate	10,103,800
Personal Property	24,780
Total Equalized	10,128,580
Value of Proposed TID	

The value of this proposed TID does not exceed the percentage limits allowed by the alternative formulas pursuant to Sec. 66.46. The formulas and percentages are as follows:

Total equalized value (City)	16,701,225,300
Total equalized value (all other TIDS)	620,238,993

<u>Total Equalized Value (Proposed TID) + (All Other TIDS)</u>	<u>630,367,573</u>	= 3.77% VS 7%
Total City	16,701,225,300	

Total Increment (All other TIDS)	392,570,776	
<u>Total TID Increment (All Other TIDS) + Total Equalized Value Proposed TID</u>	<u>402,699,356</u>	= 2.41% VS 5%
Total City	16,701,225,300	

Do not hesitate to contact me if you have questions.

Sincerely,

Mary P. Reavey

Mary Reavey
Assessment Commissioner

Cc: Jim Scherer

ProposedTid%ChkLtr

ATTACHMENT 1

CITY OF MILWAUKEE

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
Deputy City Attorney

THOMAS E. HAYES
PATRICK B. McDONNELL
CHARLES R. THEIS
Special Deputy City Attorneys



OFFICE OF CITY ATTORNEY
800 CITY HALL
200 EAST WELLS STREET
MILWAUKEE, WISCONSIN 53202-3551
TELEPHONE (414) 286-2601
TDD 286-2025
FAX (414) 286-8550

August 1, 2000

BEVERLY A. TEMPLE
THOMAS O. GARTNER
LINDA ULBS BURKE
BRUCE D. SCHRIMPF
ROXANE L. CRAWFORD
SUSAN D. BICKERT
HAZEL MOSLEY
HARRY A. STEIN
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
MICHAEL G. TOBIN
DAVID J. STANOSZ
SUSAN E. LAPPEN
DAVID R. HALBROOKS
JAN A. SHOKOWICZ
PATRICIA A. FRICKER
HEIDIWICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
ELLEN H. TANGEN
JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRlich
CHRISTOPHER J. CHERRELL
LEONARD A. TOKUS
MIRIAM R. HORWITZ
MARYNELL REGAN

Assistant City Attorney

Ms. Julie A. Penman, Commissioner
Department of City Development
809 North Broadway, 2nd Floor
Milwaukee, WI 53202

Re: Proposed Tax Incremental District Number 41
(Harley Riverwalk)

Dear Commissioner Penman:

Pursuant to your July 27, 2000, request, we have reviewed the project plan for the above-captioned proposed Tax Incremental District No. 41.

Based upon that review, it is our opinion that the plan is complete and complies with the provisions of sec. 66.46(4)(f), Stats.

Very truly yours,

GRANT F. LANGLEY
City Attorney

THOMAS O. GARTNER
Assistant City Attorney

TOG/kg
32248

AMENDMENT NO. 1

**PROJECT PLAN FOR TAX INCREMENTAL FINANCING DISTRICT NO.
41
(TIME WARNER RIVERWALK PROJECT)**

CITY OF MILWAUKEE

Public Hearing Held: January 19, 2006

Redevelopment Authority Adopted : January 19, 2006

Common Council Adopted: February 7, 2006

Joint Review Board Adopted:

**AMENDMENT NO. 1 to the PROJECT PLAN for
TAX INCREMENTAL FINANCING DISTRICT NUMBER 41
CITY OF MILWAUKEE
(Time Warner Riverwalk Project)**

Introduction

Section 66.1105 (4)(b)(1), Wisconsin Statutes, permits the Redevelopment Authority, subject to the approval of the Common Council, to amend the project plan for a tax incremental financing district.

The Common Council created Tax Incremental District Number 41 in 2000 for the purpose of facilitating redevelopment efforts in an area generally bounded by N. King Dr., W. McKinley Ave., W. Pleasant St., and the Milwaukee River. Funding was to be provided for the City's share of riverwalk improvements from McKinley to Cherry Streets (\$4,000,000) and for streetscaping, landscaping and plaza improvements (\$3,000,000). The key private investments contemplated by the Project Plan were the conversion of the former WE Energies power plant into office for occupancy by Time Warner, Inc., and the development of the Harley-Davidson museum in the former Schlitz Brew House.

The Time Warner facility was constructed by 2001 and the 150,000 s.f. office building is now home to 850 employees. The Harley-Davidson museum was not constructed due to difficulties in renovating the historic Brew House structure, but is now in the early stages of development at a site at W. 6th and Canal Streets.

TID 41 has incurred project costs, to date, of \$ 2,559,000, all for riverwalk improvements related to the Time Warner project. The TID has achieved an increase in incremental property value of \$38.5 million, and the TID fund for the project has a surplus balance of \$ 1.1 million. This balance will be applied to the City's cost of the Amended Project Plan, as discussed below.

In summary, Amendment No. 1 to the Project Plan will provide \$20.6 million for the purposes of constructing a city owned parking ramp, and various public and quasi-public site improvements, as well as providing \$4.7 million of loans and grants, all for a 280,000 s.f. office facility to be occupied by Manpower, Inc. as its new World Headquarters. In addition, the Project Plan will fund a \$250,000 job training program addressing the construction phase and long-term employment opportunities at the project. Initial employment at Manpower is expected to be approximately 1000, with the potential for two to four hundred additional jobs to be generated through future growth.

Specific terms and conditions of the transaction are attached as Exhibit 1.

Amendments to the Project Plan:

The following amendments are made to the Project Plan. All other sections of the Plan remain unchanged.

I. DESCRIPTION OF THE PROJECT

Sub-Section C, "Plan Objectives," is deleted and restated, as follows:

"C. Plan Objectives

The District encompasses a former decommissioned electric power plant (renovated for offices pursuant to the original Project Plan), an abandoned rail yard, and former Schlitz Brewery buildings. The District has facilitated the adaptive reuse of the power plant, and will facilitate the redevelopment of the

rail yard with a 280,000 s.f., four-story, headquarters office building to be occupied by Manpower, Inc. and a 60,000 s.f. office renovation of the adjacent North Power House building. The public riverwalk, which has been extended for the Time Warner office development, will be completed up to Cherry St., as contemplated in the original Plan.

The District is part of, and will facilitate achieving, the objectives of the Beer Line "A" Redevelopment Project Area established by the Redevelopment Authority of the City of Milwaukee (RACM) pursuant to section 66.1333, Wis. Stats."

Sub-Section D, "Proposed Public Action," is deleted and restated, as follows:

"D. Proposed Public Action

The District has, to date, funded certain costs of the riverwalk extension in connection with the adaptive reuse of the power plant as the office building now occupied by Time Warner. Those costs, including interest thereon, have been paid, in their entirety, from incremental tax revenue generated by the District.

The City, acting through RACM, now intends to fund the following in connection with Amendment No. 1 to the Project Plan:

- Construction of a parking structure (to be owned by RACM) located at the northeast corner of W. Cherry St. and North M.L. King Dr., containing approximately 1270 parking spaces;
- Construction of a riverwalk segment along the Milwaukee River to complete the riverwalk link between W. Cherry and W. McKinley Streets.
- Construction of an access road between the riverwalk and the Manpower office building, linking Cherry St. to extended Vliet Street.
- A loan to RiverBend Place LLC, developer of the Manpower office building, in the amount of \$3 million.
- A grant to RiverBend Place LLC, in the maximum amount of \$1.7 million."

II. PLAN PROPOSALS

Sub-Section B (1)(b), "Compliance with Statutory Requirements", is deleted and restated as follows:

"B(1)(b): The number and location of the proposed public works and improvements are shown on Map No. 3, titled Proposed Improvements and Uses, and are listed below:

1. Grant to the Redevelopment Authority under section 66.1333(13), Wis. Stats., to provide funding for the construction of a public riverwalk on the west side of the Milwaukee River between W. McKinley Ave., and W. Cherry Street, and an access road between the riverwalk and the Manpower office building, linking Cherry St. to extended Vliet Street.
2. Grant to the Redevelopment Authority under section 66.1333(13), Wis. Stats., to provide funding for a parking structure (to be owned by RACM) located at the northeast corner of W. Cherry St. and North M.L. King Dr., containing approximately 1270 parking spaces.
3. Grant to RACM to provide funding for a loan and a grant to RiverBend Place LLC."

Table A of Sub-section B(2), "Detailed List of Estimated Project Costs," is deleted and restated, as follows:

Table A
List of Estimated Project Costs ¹

a.	Capital Costs:	
	To Date (Riverwalk)	\$2,266,000
	Amendment No. 1; Grants to RACM for:	
	Parking Structure; Riverwalk; Access Road	\$20,600,000
	Loan to RiverBend LLC	3,000,000
	Grant to RiverBend LLC	1,700,000
	Job Training Program	250,000
	Sub-Total Amendment No. 1	25,550,000
b.	Administrative Costs	150,000
	Total Estimated Project Costs, excluding financing	27,966,000
c.	Financing Costs	
	To Date	293,330
	Amendment No. 1	15,230,000
	Total Interest	15,523,330

Schedule A of Sub-Section B(3), "Description of Timing and Methods of Financing" is deleted and restated, as follows:

Schedule A
Estimated Timing of Project Costs

Year	Estimated Project Costs	Cumulative Total
2001		
2002 - 2005	2,266,000	2,266,000
2006	17,200,000	19,466,000
2007	8,500,000	27,966,000

¹ The City of Milwaukee and RACM reserve the right to make only those improvements and to undertake only those activities that are deemed economically feasible and appropriate during the course of project implementation and which are commensurate with positive growth in the tax increment. The improvements necessitated by this project may be modified as to kind, number, location and the costs reallocated at any time during project execution based on more definitive architectural or engineering studies or construction plans without further amendment of this plan.

Sub-Section B(3)(b), "Estimated Method of Financing Project Costs", is deleted and restated as follows:

"B(3)(b): Estimated Method of Financing Project Costs.

Project costs will be funded with the balance of funds available in the Project Account for TID 41, as well as the proceeds of General Obligation bonds or Revenue Bonds issued by the City of Milwaukee or RACM."

Sub-Section 4, "Economic Feasibility Study" is deleted and restated as follows:

"4. Economic Feasibility Study

The Economic Feasibility Study for Amendment No. 1 to this plan, prepared by S.F. Friedman & Co. and titled Economic Feasibility Study, Tax Incremental District No. 41, Amendment No. 1, is attached hereto as Exhibit 2.

Based upon the anticipated tax incremental revenue, and loan payment revenue, to be generated by this project, the District shows a cumulative surplus by 2026, one year before the statutory termination date of the District. Accordingly, the District is determined to be feasible."

Sub-Section 6, "Map Showing Proposed Improvements and Uses:" Map 3 is deleted and restated as attached.

Sub-Section 8, "List of Non-Project Costs," is deleted and restated as follows:

"8. List of Non-Project Costs

To date, the District has achieved an incremental property value of \$38.5 million. Assessed values in the District were \$26 million for real estate and a like amount in taxable personal property. All of the increment has been generated by the Time Warner development.

The Manpower and North Power House developments are expected to add an additional \$50 million to the District's value."

ATTACHMENTS

Map 3: Proposed Improvements

Exhibit 1: Term Sheet

Exhibit 2: Feasibility Study

AMENDMENT NO. 2

**PROJECT PLAN FOR TAX INCREMENTAL FINANCING DISTRICT NO.
41
(TIME WARNER RIVERWALK PROJECT)**

CITY OF MILWAUKEE

Public Hearing Held: June 13, 2013

Redevelopment Authority Adopted:

Common Council Adopted:

Joint Review Board Adopted:

Introduction

Section 66.1105(4)(h)(1), Wisconsin Statutes, permits the Redevelopment Authority, subject to the approval of the Common Council, to amend the project plan for a tax incremental financing district.

The Common Council created Tax Incremental District No. 41 in 2000 for the purpose of facilitating redevelopment efforts in an area generally bounded by N. King Dr., W. McKinley Ave., W. Pleasant St., and the Milwaukee River. A key redevelopment was the conversion of the former WE Energies power plant into a 150,000 s.f. office building now occupied by Time Warner, Inc. and the construction of a Riverwalk adjacent to the building.

In 2006, the District was amended to construct a city-owned parking ramp and various public & quasi-public improvements, to provide loans and grants for a 280,000 s.f. office facility occupied by Manpower, Inc.'s World Headquarters and to fund a job training program.

TID 41 has incurred project costs, to date of \$29,745,000, with \$21,280,067 in expected future expenditures. This TID has achieved an increase in incremental property value of \$111,657,600.

Amendment No. 2 to the Project Plan will provide \$1.7 million for the purposes of facilitating improvements to North 2nd Street and reconstructing West Galena Street to allow for vehicular traffic.

I. DESCRIPTION OF THE PROJECT

Sub-Section C, "Plan Objectives," is deleted and restated as follows:

The District encompasses a former decommissioned electric power plant (renovated for offices pursuant to the original Project Plan), an abandoned rail yard, and former Schlitz Brewery buildings. The District facilitated the adaptive reuse of the power plant and the redevelopment of the rail yard with a 280,000 s.f., four story, headquarters office building occupied by Manpower, Inc. The public Riverwalk is complete between West McKinley Avenue and Cherry Street. The District will facilitate improvements to North 2nd Street as well as the reconstruction of West Galena Street, to allow for vehicular traffic.

The District is part of, and will facilitate achieving, the objectives of the Beer Line "A" Redevelopment Project Area established by the Redevelopment Authority of the City of Milwaukee (RACM) pursuant to section 66.1333, Wis. Stats."

Sub-Section D, "Proposed Public Action" is amended by adding the following:

The City, acting through RACM, now intends to fund the following in connection with Amendment No. 2 to the Project Plan:

- Reconstruction of West Galena Street, to allow for vehicular traffic.
- Site improvements along North 2nd Street

II. PLAN PROPOSALS

Sub-Section B (1)(b), "Compliance with Statutory Requirements", is amended by adding the following:

"B(1)(b): The number and location of the proposed public works and improvements are shown on Map No. 3, titled Proposed Improvements and Uses, and are listed below:

1. Grant to the Redevelopment Authority under section 66.1333(13), Wis. Stats., to provide funding for the reconstruction of West Galena Street.
2. Grant to the Redevelopment Authority under section 66.1333(13), Wis. Stats., to provide funding for site improvements along North 2nd Street.

Table A of Sub-section B(2), "Detailed List of Estimated Project Costs," is deleted and restated as follows:

A	Capital Costs	
	To Date:	\$ 29,634,196
	Amendment No. 2:	\$ 1,700,000
B	Other Costs: Administration	\$ 129,806
	Total Estimated Project Costs, excluding financing	\$ 31,464,002
C	Financing Costs	\$ 14,299,668

Schedule A of Sub-Section B(3), "Description of Timing and Methods of Financing" is amended by adding the following:

Year	Estimated Project Cost	Cumulative Total
2013-2014	\$1,700,000	\$1,700,000


Sub-Section 4, "Economic Feasibility Study" is amended by adding the following:


"4. Economic Feasibility Study

Please see District Breakeven Analysis, attached. Based on the forecast, following the expenditure of the additional funds for street improvements, the District is expected to break even in eight years. As there are 14 years remaining before the statutory termination date of the District, the District is determined to be feasible.

District Breakeven Analysis	
	Manpower
	TID-41
04-22-13 Lifetime-to-date expenditures	29,746,288
Add:	
Remaining appropriation-DCD	18,714
Current encumbrances	-
Total current project costs excluding financing	29,764,002
Lifetime-to-date interest 12-31-12	5,390,657
Scheduled bond interest costs - 2013 to maturity	7,798,098
Interest on estimated future borrowing	1,026,603
Future capitalized interest	171,871
Cumulative City of Milwaukee carrying cost	375,913
Difference between proceeds and principal debt service	(1,676,079)
Total current project costs including interest and other charges	42,851,064
Project revenues	(615,401)
Net current project costs to be recovered through tax increments	42,235,663
Tax increments levied:	
2001	69,490
2002	402,339
2003	272,976
2004	1,824,181
2005	940,376
2006	1,249,644
2007	1,266,012
2008	2,690,694
2009	2,933,716
2010	2,634,212
2011	3,275,581
2012	3,396,375
Total tax increments levied	20,955,596
Proposed Infrastructure	1,700,000
Net amount to be recovered through future tax increments	22,980,067
Remaining recovery years	14
Years needed to break even (increments of \$3,000,000/yr.)	8

Legend

 TID BOUNDARY

 STREETSCAPING, LANDSCAPING IMPROVEMENTS

LEGEND

	SINGLE FAMILY RESIDENTIAL
	TWO FAMILY RESIDENTIAL
	MULTI-FAMILY RESIDENTIAL
	COMMERCIAL
	DORMITORY
	ROWING HOUSE
	HOTEL / MOTEL
	CONDOMINIUM WITH RESIDENCE
	MIXED COMMERCIAL
	OFFICE OR PROFESSIONAL SERVICES
	MANUFACTURING AND WAREHOUSING
	UTILITY COMPANY
	STORAGE TANK
	ACCESSORY BUILDING
	SKI LIFT CABLE FACILITY / CHAIR LIFT
	RACE OR RACETRACK
	PARK - PUBLIC EDUCATION
	COMPENDIUM OR MULTI-PURPOSE BUILDING
	POLICE STATION
	FIRE STATION
	PLAYGROUND
	PARK
	CEMETERY
	BASKETBALL COURT
	TENNIS COURT
	FENCE
	PHYSICAL LINE TRANSCENDING OTHER
	ELECTRICAL LINE
	OTHER CONSTRUCTION

MAP NO.	AMENDMENT NO. 2 - TID 41
3	PROPOSED IMPROVEMENTS AND USES
PAGE 1.	DATE: JUNE 4, 2013

Prepared by the Department of City Development 6 June 2013
 Source: City of Milwaukee Information and Technology Management Division
 Path: F:\GIS_Data\Projects\13-06-04 TID Map sss\Assets (41 & 55)\TID 41 Update.mxd

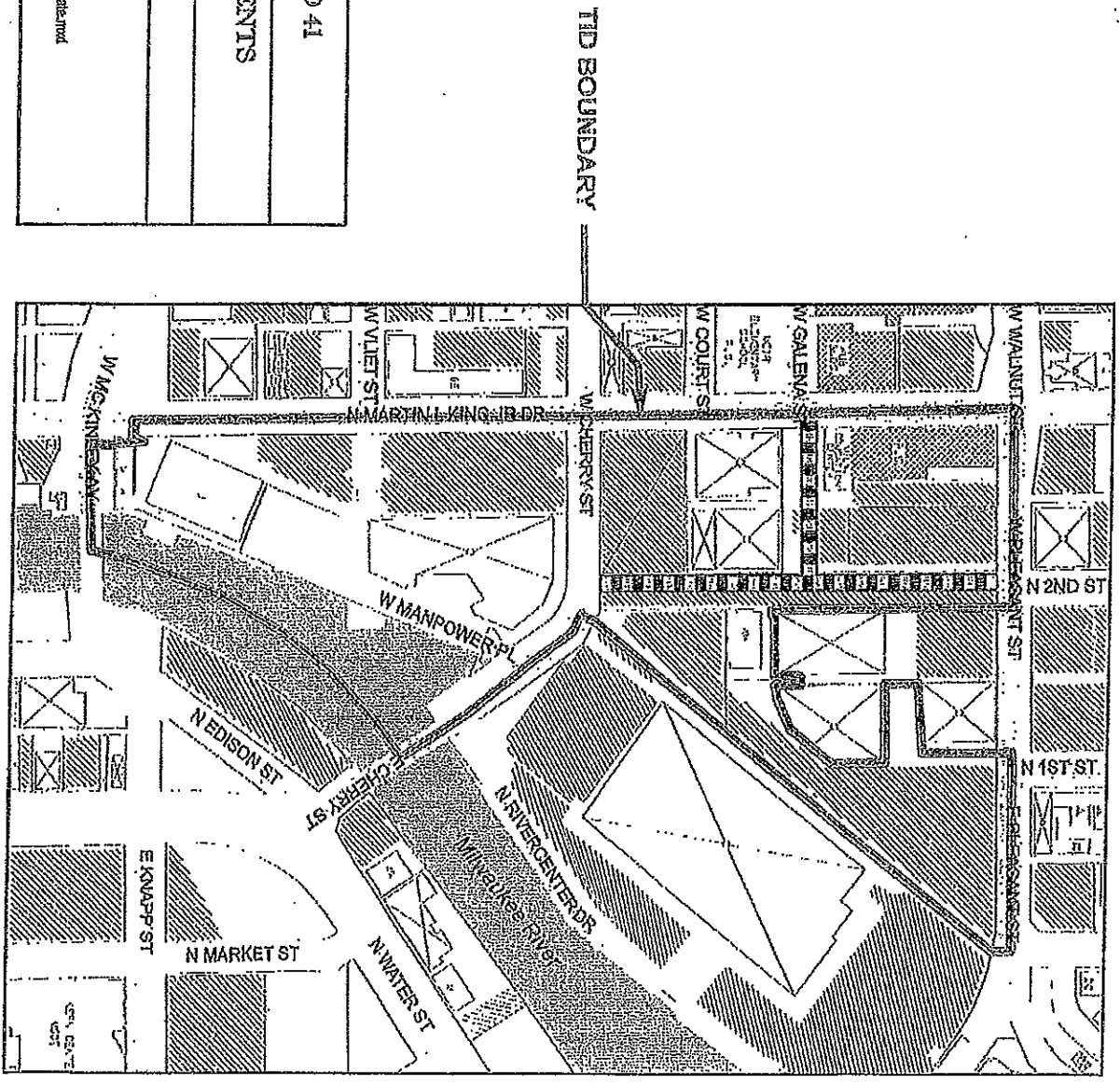


EXHIBIT D

Document Number	Document Title
-----------------	----------------

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

Recording Area
Name and Return Address

Parcel Identification Number (PIN)

Project:

Site Address:

Developer:

Agreement:

Legal Description:

THIS IS TO CERTIFY that the undersigned, on behalf of the Redevelopment Authority of the City of Milwaukee, have caused the inspection of the Property and physical improvements constructed thereon, and that construction of said physical improvements has been completed in accordance with plans submitted pursuant to the Cooperation, Contribution and Redevelopment Agreement (Schlitz Park Project) dated as of _____, 2013 (the "Agreement").

THIS CERTIFICATE when signed by the Redevelopment Authority of the City of Milwaukee shall constitute a conclusive determination of satisfaction and termination of the agreements and covenants in Agreement with

respect to the obligations of Brewery Works and its successors and assigns to construct improvements on the Site.

ISSUANCE OF THIS CERTIFICATE shall mean that the Site may be conveyed, mortgaged or leased and that any party purchasing or leasing the Site shall not incur any obligation with respect to the construction of improvements on the Site and that neither the Redevelopment Authority of the City of Milwaukee nor any other party shall thereafter have or be entitled to exercise any rights or remedies or controls with respect to the Site that it might otherwise have or be entitled to exercise with respect to the Site as a result of a default in or breach of any provision of the Agreement.

Approved by the Agency on _____, by passage of Resolution No. _____.

Dated at Milwaukee, Wisconsin this ____ day of _____, _____.

(SEAL)

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

William J. Schwartz, Chair

David P. Misky
Assistant Executive Director-Secretary

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, _____, William J. Schwartz, Chair, and David P. Misky, Assistant Executive Director-Secretary of the above-named Redevelopment Authority of the City of Milwaukee, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chair and Assistant Executive Director-Secretary of said Redevelopment Authority of the City of Milwaukee, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Redevelopment Authority by its authority.

(SEAL)

Notary Public, State of Wisconsin
My Commission _____

This document was drafted by Mary L. Schanning, Assistant City Attorney.

Exhibit E

HUMAN RESOURCES AGREEMENT

(Schlitz Park Project)

**HUMAN RESOURCES AGREEMENT
(Schlitz Park Project)**

This Human Resources Agreement ("Agreement") is entered into as of January 1, 2014, by and between the City of Milwaukee ("CITY"), and The Brewery Works, Inc., a domestic business incorporated under the laws of the State of Wisconsin, ("BREWERY WORKS").

WHEREAS, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with the Cooperation, Contribution, and Redevelopment Agreement dated even herewith ("Redevelopment Agreement") executed by the parties in connection with the implementation of the Project Plan for Tax Incremental District No. 41, as amended;

WHEREAS, BREWERY WORKS acknowledges that CITY has established policies regarding the utilization of SBEs (defined below), in Chapters 355 and 370 of the Milwaukee Code of Ordinances ("MCO"); and

WHEREAS, BREWERY WORKS acknowledges that CITY has established policies regarding the utilization of CITY residents; and

WHEREAS, BREWERY WORKS acknowledges that approval and execution of the Redevelopment Agreement was conditioned upon the BREWERY WORKS, its affiliates and their agents, agreeing 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 "OSBD") 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 Schlitz Park Project, as more particularly described in Section 3.1 of the Redevelopment Agreement, to include the redevelopment of property located at 235 West Galena Street, Milwaukee, Wisconsin and vacated former right-of-way known as West Galena Street and North 2nd Street, as more fully described and depicted on Exhibits "A" and "B" of the Redevelopment Agreement. The PROJECT includes both a Street Improvements portion and a Building Improvements portion, as further described below and in the Redevelopment 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 BREWERY WORKS and over which BREWERY WORKS does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by BREWERY WORKS and the OSBD, with such approval not being unreasonably withheld. BREWERY WORKS or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS for the PROJECT.

5. RPP means CITY's Resident Preference Program.

6. Any capitalized terms used herein, but not defined herein, shall have the definition given for that term in the Redevelopment Agreement.

II. SMALL BUSINESS ENTERPRISE PROGRAM

BREWERY WORKS shall, in developing and constructing the PROJECT, utilize SBEs for no less than 25% of the total construction costs, 25% of the total cost of goods and services and 18% of the total professional services for the Street Improvements to the extent that such costs are deemed eligible pursuant to SBE guidelines (collectively, the "SBE Percentage Goals"), as summarized in **Exhibit A-1 "Categories of Work."** With regard to any Building improvements made by BREWERY WORKS as necessary to make the Building viable for lease to Tenant (the "Building Improvements"), BREWERY WORKS shall use Best Efforts, as defined below, to utilize SBEs in developing and constructing that portion of the PROJECT in an amount equal to 18% of the total construction, goods and professional services costs for the Building Improvements as summarized in **Exhibit A-2 "Categories of Work."**

A. BREWERY WORKS shall, in conjunction with the implementation of the PROJECT, undertake 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, or directly contacting SBEs via email, phone or fax, shall be the minimum acceptable level of performance. Complete **Exhibit B "SBE Marketing Plan – Publications/Advertising Contacts"** and submit it to the OSBD.
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. BREWERY WORKS 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 OSBD prior to commencement of the bidding process.
3. Complete and submit **Exhibit D "Form A – Contractor Compliance Plan"** to the OSBD 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 OSBD. 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:
 - (1) Joint ventures, limited partnerships or other business relationships intended to increase SBE areas of expertise, bonding capacity, credit limits, etc.
 - (2) Training relationships
 - (3) Mentor/protégé agreements

B. If BREWERY WORKS completes the aforementioned activities numbered 1 through 11 and demonstrates “good cause,” as determined by the OSBD, for not meeting the SBE Percentage Goals for the Street Improvements portion of the PROJECT, it shall be deemed that BREWERY WORKS has acted in “good faith” and has satisfied the requirement with respect to the Street Improvements portion of the PROJECT.

C. Best Efforts, when exercised by BREWERY WORKS in conjunction with the Building Improvements portion of the PROJECT, are defined as BREWERY WORKS completing the aforementioned activities numbered 1 through 11. If BREWERY WORKS completes the aforementioned activities for the Building Improvements portion of the PROJECT, it shall be deemed that BREWERY WORKS has used Best Efforts in accordance with this Agreement.

D. If at any point during the term of this Agreement, BREWERY WORKS meets or exceeds the SBE Percentage Goals for the Street Improvements portion of the PROJECT or the 18% SBE goal for the Building Improvement portion of the PROJECT, whether commenced before or after the date hereof, it shall be deemed that BREWERY WORKS has achieved or exceeded CITY’s SBE requirement with respect to that particular portion of the Project, for the purposes of fulfilling the terms of this Agreement.

E. Contract or subcontract amounts awarded to SBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the SBE participation requirement.

III. RESIDENT PREFERENCE PROGRAM

BREWERY WORKS shall, in developing and constructing the Street Improvements portion of the PROJECT, 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,¹ included in PROJECT COSTS but less and excluding all non-Construction PROJECT COSTS. BREWERY WORKS shall, in developing and constructing the Building Improvements portion of the PROJECT, use best efforts to utilize unemployed or underemployed residents for no less than 21% of the total "worker hours" expended on "Construction" included in PROJECT COSTS for the Building Improvement portion of the PROJECT, but less and excluding all non-Construction PROJECT COSTS. BREWERY WORKS from and after the date of this Agreement and in conjunction with the PROJECT, shall undertake the following activities:

1. Listing and causing contractors and sub-contractors to list open positions with any first source hiring agency specified by the OSBD.
2. Disseminating information provided by the OSBD 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 OSBD.
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.

By undertaking these aforementioned activities for the Building Improvements portion of the PROJECT, BREWERY WORKS has met its best efforts RPP obligations under this Agreement with regard to the Building Improvements portion of the PROJECT.

Prior to the commencement of the PROJECT, BREWERY WORKS or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS for the Street Improvements portion of the PROJECT, which are Construction costs subject to the mandatory RPP requirement. If at any point during the term of this Agreement, BREWERY WORKS meets or exceeds the 40% mandatory RPP requirement on the Street Improvements portion of the

¹ 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.

PROJECT, it shall be deemed that BREWERY WORKS has achieved or exceeded the RPP requirement with respect to the Street Improvements portion of the PROJECT.

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

IV. SBE AND RPP REPORTING

BREWERY WORKS agrees to report to the OSBD, CITY’s Common Council and the Zoning, Neighborhoods and Development Committee of the CITY’s Common Council on BREWERY WORKS’ utilization of SBEs and unemployed or underemployed residents in its contracting activities for the PROJECT, pursuant to Chapters 355 and 370 of the MCO and in accordance with the requirements of this Agreement. For all documents required to be submitted to OSBD under this Agreement, the form attached as an exhibit to this Agreement shall be used unless another substantially similar form has been deemed acceptable by OSBD. In order to monitor the PROJECT’s SBE and unemployed or underemployed worker participation, CITY requires, and BREWERY WORKS agrees to take the following steps:

- 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 BREWERY WORKS’ knowledge and experience, which are conducive to SBE participation.
- B. Provide the OSBD with documentation supporting efforts extended to solicit bids from SBEs. Upon request, BREWERY WORKS shall make information related to SBE bids available to the OSBD.
- C. Submit an SBE Monthly Report to the OSBD on or before the 20th of each month, or a quarterly report with the approval of the OSBD, on the form attached as **Exhibit I “Form D – SBE Monthly Report.”**
- D. Submit an SBE/RPP Report to CITY’s Common Council on a quarterly basis regarding achievement of SBE and RPP standards for the duration of construction

of the PROJECT. The forms attached as **Exhibit H** and **Exhibit I** shall also be used for said quarterly reports.

- E. Upon request from the OSBD, make a quarterly presentation to the Zoning, Neighborhoods and Development Committee of the CITY's Common Council regarding achievement of SBE and RPP standards for the duration of construction of the PROJECT. Said presentation shall be coordinated through the OSBD.
- F. Complete and submit a final **Exhibit I** and **Exhibit J "SBE Subcontractor Payment Form"** to the OSBD upon completion of all construction of the PROJECT.

V. LABOR STANDARDS AND WAGES.

With regard to the Street Improvements portion of the PROJECT, BREWERY WORKS shall comply with all applicable state and municipal labor standards provisions and shall pay or cause to be paid the prevailing wage rate, as defined in Ch. 66 Wis. Stat., to all construction employees performing work on the Street Improvements portion of the PROJECT. BREWERY WORKS shall provide and cause its contractors and subcontractors to provide the OSBD any necessary documentation relative to compliance with applicable labor standards provisions and prevailing wage reports on forms approved by the OSBD.

VI. APPRENTICESHIP AND ON-THE-JOB TRAINEE REQUIREMENTS.

With regard to the Street Improvements portion of the PROJECT, BREWERY WORKS shall employ, and shall require all contractors and subcontractors to employ, apprentices and on-the-job trainees in the performance of all construction contracts and subcontracts for the PROJECT entered into by BREWERY WORKS or each contractor or subcontractor in accordance with the maximum ratio of apprentices to journeymen established by the Wisconsin Department of Workforce Development. In determining whether this requirement is appropriate for insertion in specifications for a particular construction contract, the OSBD may consider the nature of the work, whether the construction contract is of short duration and whether their work will involve trades which do not have apprentices or on-the-job trainees. BREWERY WORKS

shall submit and cause all contractors and subcontractors to submit contract time reports showing compliance with any contract requirements imposed in accordance with this section at least once every 3 months during the course of their work and within 10 days following completion of their work.

VII. FIRST-SOURCE EMPLOYMENT UTILIZATION.

A. In accordance with MCO §355-11 for the Street Improvements portion of the PROJECT, BREWERY WORKS shall require all contractors and subcontractors to utilize the FIRST-SOURCE EMPLOYMENT PROGRAM, as defined in MCO §355-11-1, and:

1. A contractor or subcontractor shall notify the OSBD, or its designee, about an open position, including a general description and the minimum requirements for qualified applicants prior to announcing or advertising such position for work which shall be performed as a result of a construction contract, construction subcontract or of a new employment position required for the PROJECT.
2. The contractor or subcontractor shall not make any public announcement or advertisement for a period of 10 business days after notification to the OSBD or its designee, of the availability of the position.
3. The OSBD or its designee shall maintain a database of job opportunities and shall provide information on these job opportunities to all CITY residents.
4. The advance notice period required by par. 2 shall be waived if there are no qualified candidates referred to the contractor or subcontractor or if there is a need to fill the open position immediately. The OSBD or its designee shall notify the contractor or subcontractor of this waiver within 5 business days of being informed of the job availability.
5. The OSBD or its designee shall institute a tracking system and record which applicants were interviewed, which applicants were not interviewed and which applicants were hired for positions subject to this subsection.

B. The OSBD shall confirm whether each construction contract for the Street Improvements portion of the PROJECT entered into by BREWERY WORKS requires contractors and subcontractors to enter into a first-source agreement with CITY or its designee

which shall apply for the duration of the contract. A first-source recruitment agreement shall require:

1. Utilization of the FIRST-SOURCE EMPLOYMENT PROGRAM as the first source for recruitment and referral of applicants for new and replacement employment.
2. Allowing the FIRST-SOURCE EMPLOYMENT PROGRAM a minimum of 10 business days to refer applicants to contractors. Contractors may apply for a waiver of the 10-day requirement in emergency situations. Waivers may only be granted by the OSBD or its designee.
3. The contractor or subcontractor to interview and consider qualified applicants referred by the OSBD or its designee before interviewing other.
4. HIRING DECISIONS. Contractors and subcontractors shall retain the right to make all final hiring decisions.
5. AGREEMENTS. First-source recruitment agreements shall not require contractors or subcontractors to comply with this section if job vacancies or newly-created positions are filled by transfer or promotion from existing staff or from a file of qualified applicants previously referred by the OSBD or its designee.

C. The OSBD shall monitor compliance with this section.

VIII. CITY ADMINISTRATION.

The OSBD 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 OSBD shall use good faith and act in a reasonable manner. Notwithstanding the foregoing, the OSBD 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 OSBD in the administration of this Agreement.

IX. BREWERY WORKS ADMINISTRATION.

BREWERY WORKS may retain a person or firm reasonably acceptable to the OSBD, to act as BREWERY WORKS' 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. BREWERY WORKS shall also comply with the reporting requirements set forth in Section IV of this Agreement.

X. AUDIT RIGHTS.

BREWERY WORKS 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 and carrying out the duties and obligations of BREWERY WORKS 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.

XI. 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. BREWERY WORKS acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and BREWERY WORKS must 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.

XII. 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," 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 BREWERY WORKS: The Brewery Works, Inc.
1555 North RiverCenter Drive, Suite 209
Milwaukee, WI 53212
Attn: Mr. Sam Denny

With a copy to: Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Bruce T. Block, Esq.

XIII. SANCTIONS.

In the event that any document submitted to CITY by BREWERY WORKS or a contractor or subcontractor of BREWERY WORKS contains false, misleading or fraudulent information or demonstrates non-compliance with the requirements of this Agreement, the OSBD may seek prosecution under MCO §355-19 or the imposition of any of the following sanctions:

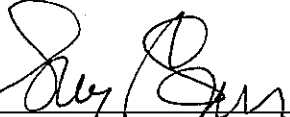
- a. Imposition of a requirement that remedial efforts be undertaken by BREWERY WORKS for the remaining portion of the PROJECT where initial reports demonstrate non-compliance with the resident preference hours required for the PROJECT.

- b. Specific performance or specified remedies under this Agreement.
- c. Remedies available under the Redevelopment Agreement for such non-compliance.

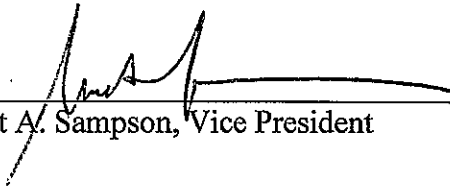
IN WITNESS WHEREOF, the parties have executed this Human Resources Agreement as of the 15th day of January, 2014.

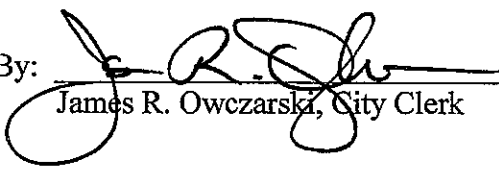
THE BREWERY WORKS, INC.

CITY OF MILWAUKEE

By: 
 Gary P. Grunau, President

By: 
 Tom Barrett, Mayor

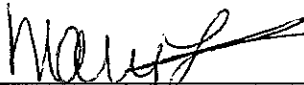
By: 
 Scott A. Sampson, Vice President

By: 
 James R. Owczarski, City Clerk

By: 
 Martin Matson, City Comptroller

SP
3/7/14

Approved as to form and execution and content this 11 day of March, 2014.


 Mary L. Schanning
 Assistant City Attorney

1089-2012-1108:194554

EXHIBIT A-1
CATEGORIES OF WORK
(Street Improvements - Mandatory)

CATEGORIES OF WORK
CONSTRUCTION BUDGET FOR
THE SCHLITZ PARK PROJECT
(STREET IMPROVEMENTS PORTION)

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
SITE PREPARATION:		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
BUILDING CONSTRUCTION:		
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	
SITE IMPROVEMENTS:		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	
LANDSCAPING	\$0.00	

FENCING	\$0.00	
OTHER:	\$0.00	
	-----	-----
TOTAL HARD COSTS	\$0.00	\$0.00

PROFESSIONAL SERVICES	
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

TOTAL PROFESSIONAL SERVICES	\$0.00

COST SUMMARY & SBE CALCULATIONS	CATEGORY	RATE	SBE REQUIREMENT
CONSTRUCTION EXCLUDING SUPPLIER ITEMS	\$0.00	25%	\$0.00
SUPPLIER AMOUNT **	\$0.00	25%	\$0.00
PROFESSIONAL SERVICES	\$0.00	18%	\$0.00

TOTAL SBE REQUIREMENTS			\$0.00

EXHIBIT A-2

**CATEGORIES OF WORK
(Building Improvements – Best Efforts)**

**CATEGORIES OF WORK
CONSTRUCTION BUDGET FOR
THE SCHLITZ PARK PROJECT
(BUILDING IMPROVEMENTS PORTION)**

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
SITE PREPARATION:		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
BUILDING CONSTRUCTION:		
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	
SITE IMPROVEMENTS:		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	

LANDSCAPING	\$0.00	
FENCING	\$0.00	
OTHER:	\$0.00	

TOTAL HARD COSTS	\$0.00	\$0.00
-------------------------	--------	--------

PROFESSIONAL SERVICES

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

TOTAL PROFESSIONAL SERVICES	\$0.00
------------------------------------	--------

COST SUMMARY & SBE CALCULATIONS

CONSTRUCTION EXCLUDING SUPPLIER
ITEMS
SUPPLIER AMOUNT **
PROFESSIONAL SERVICES

CATEGORY RATE SBE REQUIREMENT

\$0.00	18%	\$0.00
\$0.00	18%	\$0.00
\$0.00	18%	\$0.00

TOTAL SBE REQUIREMENTS		\$0.00
-------------------------------	--	--------

EXHIBIT B

SBE MARKETING PLAN – PUBLICATIONS/ADVERTISING CONTACTS

PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times
(Published weekly)
1938 N Dr Martin Luther King Dr
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)
6310 N. Port Washington Road
Milwaukee, WI 53217
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
Fax: (414) 265-1536
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, Wisconsin 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

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

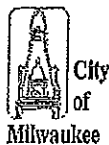
Hispanic Chamber of Commerce of Wisconsin
816 West National Ave.
Milwaukee, WI 53204
(414) 643-6963

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 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: _____ Email: _____
Print Name: _____ Title: _____
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
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 for a complete list of certified firms.

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification Yes No

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

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

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification Yes No

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

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

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

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

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:

EXHIBIT F
SMALL BUSINESS ENTERPRISE (SBE)
Rejection of Bid or Proposal Form

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

EXHIBIT G

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 (check one)

- _____ 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 those that apply)

- _____ I have worked less than 1,200 hours in the preceding 12 months.
- _____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____ I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____

Notary Public Milwaukee County

RPP Chart

Income Eligibility Guidelines July 1, 2013 to June 30, 2014

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	14,937	1,245	623	575	288
2	20,163	1,681	841	776	388
3	25,389	2,116	1,058	977	489
4	30,615	2,552	1,276	1,178	589
5	35,841	2,987	1,494	1,379	690
6	41,067	3,423	1,712	1,580	790
7	46,293	3,858	1,929	1,781	891
8	51,519	4,294	2,147	1,982	991
9	56,745	4,730	2,365	2,183	1,092
10	61,971	5,166	2,583	2,384	1,193
11	67,197	5,602	2,801	2,585	1,294
12	72,423	6,038	3,019	2,786	1,395
For Each Additional Household Member Add.	+5,226	+436	+218	+201	+101

Source: Wisconsin Department of Public Instruction
School Nutrition Programs

EXHIBIT H

_____ 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 _____ %	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	

EXHIBIT I



CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM D

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

Prime Contractor: _____

Address: _____ City/State/Zip: _____

City of Milwaukee SBE Certification: Yes No

Purchase Order / Contract #: _____ Project Name / Number: _____

Description of service performed and/or materials supplied: _____

Prime Contractor's Total \$ _____ Prime Contractor's YTD \$: _____

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 for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month (\$)	Total (\$) Paid Y-T-D
Total Payments to SBE			

SECTION III. ACKNOWLEDGEMENT (REQUIRED)

I/we hereby certify that I/we have read 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 - Business Operations Division
Office of Small Business Development
City Hall, Room 606
Milwaukee, WI 53202
Information line: 414-286-5553 Fax: 414-286-8752
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 is precise and confirmed. Unsigned forms will not be accepted.

EXHIBIT J



CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM E

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 F

PRELIMINARY PLANS AND SPECIFICATIONS

The preliminary plans and specifications for the Project are on file with City's Department of City Development and are entitled "Schlitz Park, Brewhouse Square and Streetscaping" and dated December 16, 2013.

EXHIBIT G PRELIMINARY PROJECT BUDGET

Brewhouse Square & Streetscaping
Milwaukee, Wisconsin

Schedule Estimate



ENGINEERS ARCHITECTS

December 16, 2013

Galena & Second Street

Description	Qty.	Unit	Unit Price	Total
01 Site Prep & Demolition				
Site Preparation				
Landscaping Removal	1	ls	\$5,000.00	\$5,000
Erosion Control	900	lf	\$4.00	\$3,600
Misc. Site Demolition	1	ls	\$10,000.00	\$10,000
Electrical Demo	1	ls	\$5,000.00	\$5,000
Pavement Removal	92,604	sf	\$0.75	\$69,453
Sidewalk Removal	3,376	sf	\$1.25	\$4,220
Curb & Gutter Removal	1,148	lf	\$4.00	\$4,592
Concrete Wall Demolition	1,200	sf	\$8.00	\$9,600
Concrete Footing Removal	720	sf	\$4.00	\$2,880
Concrete Slab Removal	1,920	sf	\$5.00	\$9,600
Salvage Pavers	3,000	sf	\$1.25	\$3,750
Planter Demo	864	cf	\$8.00	\$6,912
Planter Salvage	5	ea	\$2,000.00	\$10,000
Storm Inlet & Piping Demo	2	ea	\$5,000.00	\$10,000
Site Grading:				
Fine Grade Site	99,128	sf	\$0.25	\$24,782
Rough Grade Site	99,128	sf	\$0.50	\$49,564
Cut, Fill & Compact	2,323	cy	\$12.00	\$27,876
Haul Spoils	750	cy	\$8.00	\$6,000
Topsoil	1	ls	\$25,000.00	\$25,000
Subtotal Site Prep & Demolition				\$292,823
02 Site Development				
Landscaping				
Landscaping	1	allow	\$75,000.00	\$75,000
Irrigation System	1	ls	\$10,000.00	\$10,000
Roads & Walks				
Asphalt Pavement (Street Paving)	15,173	sf	\$4.00	\$60,692
Asphalt Pavement (Mill & Resurface)	42,300	sf	\$2.50	\$105,750
Striping	1	ls	\$10,000.00	\$10,000
Concrete Curb & Gutter	1,430	lf	\$12.00	\$17,160
Concrete Slabs	800	sf	\$35.00	\$28,000
Decorative Walks (Stamped Concrete)	2,137	sf	\$11.00	\$23,507
Patch Concrete at Removed Pavers	3,406	sf	\$3.50	\$11,921
Concrete Walks	40,307	sf	\$5.50	\$221,689
Concrete Planter Boxes	350	lf	\$65.00	\$22,750
Pervious Pavers	0	sf	\$25.00	\$0
Metals				
Handrails	20	lf	\$175.00	\$3,500
Ornamental Fence w/ Gate	30	lf	\$75.00	\$2,250
Subtotal Site Development				\$592,823

3 Site Amenities

Misc. Improvements	1	ls	\$1,250.00	\$1,250
Striping	12	ea	\$250.00	\$3,000
Directional Signage	3	ea	\$7,500.00	\$22,500
Historical Marker Signage	4	ea	\$1,250.00	\$5,000
Trash Receptacles	4	ea	\$5,000.00	\$20,000
Restore Existing Gates (MLK & 2nd)	4	ea	\$2,500.00	\$10,000
Restore Existing Planters (MLK & 2nd)	4	ea	\$15,000.00	\$60,000
Stone Wall at Site Elements	2	ea	\$5,000.00	\$10,000
Salvaged Railings (Restore & Install)	2	ea	\$7,500.00	\$7,500
Salvaged Gate (Restore & Install)	1	ea	\$7,500.00	\$7,500
Salvaged Column (Restore & Install)	2	ea	\$7,500.00	\$15,000
				<hr/>
				\$124,250
Subtotal Site Amenities				

4 Site Utilities

Electrical				
Electrical Demo. & Relocations	1	ls	\$5,000.00	\$5,000
Sidewalk Lighting	8	ls	\$2,000.00	\$16,000
Street Lighting	6	ea	\$4,500.00	\$27,000
Signage & Marker Lighting	6	ea	\$5,000.00	\$30,000
Replace Street Lights	33	ea	\$4,300.00	\$141,900
Architectural Lighting Allowance	1	ea	\$25,000.00	\$25,000
Plumbing				
Utility Tie-Ins	3	ea	\$5,000.00	\$15,000
Storm Sewer - 12" - 24"	456	lf	\$125.00	\$57,000
Manholes/Catch Basins	8	ea	\$4,000.00	\$32,000
Trench Backfill	1,000	cy	\$15.00	\$15,000
Adjust Existing Structure	2	ea	\$1,500.00	\$3,000
				<hr/>
				\$376,500
Subtotal Site Utilities				

Subtotal

\$1,380,401

\$124,236
w/G.C.s

Contingency (9%)
Insurances & Bonding

Subtotal

\$1,504,637

\$150,464

General Conditions (10%)

\$75,232

Fee (5%)

\$1,730,332

Total Construction Costs

Exhibit H

Calculation of Annual Tax Incremental Revenue

Base Value:

The Base Value of the Site is the 2012 Assessed Value as determined by the Milwaukee City Assessor, and totals \$1,707,000, as follows:

Address	Tax Key Number	2012 Assessed Value
235 W. Galena St.	3612001000	\$1,040,000
201 W. Pleasant St. (Vacated W. Galena & N. Second Sts.)	3611961100	667,000
Base Value Of Site ("BV")		\$1,707,000

Calculation of Annual Incremental Revenue:

Following the determination of the annual assessed value ("AV") for the Site, including any personal property reported for the Site (as allocated by the City Assessor if the owner of the personal property has multiple locations in the City) the annual tax incremental revenue from the Site shall be calculated as:

(AV – BV) times the Tax Rate for the current year. The Tax Rate shall be the sum of the tax rates, as published by the City Assessor, for the City of Milwaukee, Milwaukee County, Milwaukee Public Schools, Milwaukee Area Technical College, and the Metropolitan Milwaukee Sewerage District.

This Tax Rate was \$29.77 per \$1000 of assessed value for the 2012 tax levy for the 2013 budget year.

If the calculation of Annual Incremental Revenue results in a negative number, the amount of revenue for that year shall be determined to be \$0.

TERM SHEET

(Schlitz Park – TID No. 41)

PROJECT

The Brewery Works, Inc. (“Developer”) owns certain property within the Schlitz Park office complex including a building at 235 W. Galena Street (the “Building”). In order to attract a tenant to the Building, Developer needs to make certain improvements to West Galena Street and North 2nd Street, private streets in the vicinity of the Building. The proposed tenant will relocate approximately 200 employees to the Building and add 150 new jobs at this location over the first five years of its lease.

In order to assist in securing the Tenant and the job growth in TID No. 41 and in exchange for a public vehicular and pedestrian access easement over the private portions of W. Galena Street and North 2nd Street, the City of Milwaukee (“City”) agrees to fund a grant to be issued by the Redevelopment Authority of the City of Milwaukee (“RACM”) to the Developer in the amount up to \$1.7 million (the “Grant”) to fund the Street Improvements, as defined below.

PARTIES

City of Milwaukee, Redevelopment Authority of the City of Milwaukee and The Brewery Works, Inc.

DEVELOPER OBLIGATIONS

In order to receive the Grant from RACM, the Developer must fulfill the following obligations:

- A. Secure a lease from the tenant (“Tenant”), and provide a copy of such lease to the City, for not less than 77,000 square feet of office space in the Building for a term commencing on or about April 1, 2014, and a term of not less than six years with Tenant initially relocating approximately 250 employees to the Building and increasing employment in the Building by approximately 100 new jobs over the term of the lease.
- B. Design street improvements for West Galena Street from North Martin Luther King Drive to North 2nd Street and for North 2nd Street between West Cherry Street and West Pleasant Street in accordance with the City’s standard specifications for public streets, including street lighting, (the “Street Improvements”), which design shall be consistent with preliminary plans

- previously submitted to the City and subject to the approval of the City's Commissioners of Public Works and City Development.
- C. Competitively bid the construction of the Street Improvements per City specifications and procedures and obtain approval from the City's Commissioner of Public Works prior to awarding the contract.
 - D. Enter into a Human Resources Agreement in a form customary for projects subject to Ch. 355 of the Milwaukee Code of Ordinances that will require:
 - a. With regard to the design and construction of the Street Improvements, utilization of certified Small Business Enterprises for 25% of construction costs and purchase of services and supplies and for 18% of professional services, utilization of unemployed and underemployed residents for no less than 40% of the total "worker hours" expended on construction, compliance with applicable state and municipal labor standards, payment of prevailing wages, and utilization of apprentices and/or on-the-job trainees and participation in City's First-Source Employment Program; and
 - b. With regard to the base Building improvements, best efforts to utilize certified Small Business Enterprises for 18% of construction and professional services costs and utilization of unemployed and underemployed residents for no less than 21% of the total "worker hours" expended on construction.
 - E. Be responsible for all operating and utility costs for the Street Improvements including, but not limited to, street cleaning, electricity costs for street lighting, snow and ice removal, striping and general maintenance.
 - F. Grant a public vehicular and pedestrian access easement to the City over West Galena Street from North Martin Luther King Drive to North 2nd Street and for North 2nd Street between West Cherry Street and West Pleasant Street.
 - G. Complete construction of the Street Improvements by September 30, 2014.
 - H. Guarantee payment of any shortfall between the debt service on any bonds issued to finance the Grant and the tax incremental revenue actually received from the property where the Building is located, as determined by the City's Comptroller. Developer shall also provide a 50/50 joint and several personal guaranty from the Sampson and Grunau Families to cover any such shortfall in the event that the Developer is unable to pay the shortfall. Said guaranty shall expire upon the earlier of 1) the closure of TID No. 41, or 2) full payment of the entire amount of the bonds issued to finance the Grant.
 - I. Grant easement(s) to MPS, previously discussed amongst the parties, if still necessary.

PAYMENT OF THE GRANT

The Grant shall be funded by the City and granted by RACM. Payments to Developer shall be made on a monthly basis after construction of the Street Improvements has commenced so long as Developer is in compliance with all of the Developer's Obligations. The Grant shall be paid as a reimbursement for Developer's actual costs for the design and construction of the Street Improvements not to exceed \$1.7 million. Invoices for actual costs shall be submitted to the City's Commissioner of Public Works for review and approval, which review and approval shall not be unreasonably delayed or

denied. Only actual design and construction costs for the Street Improvements will be approved for reimbursement. The Grant shall not reimburse for costs related to a Developer's fee or other such oversight fees payable to Developer for the Street Improvements.

GENERAL

This Term Sheet does not constitute a binding agreement. The terms set forth herein and other provisions customary for a transaction of this sort, shall be incorporated into a development agreement, a human resources agreement and any other documents or agreements necessary to accomplish the objectives described above. In recognition that there may be adjustments of the dates and descriptions herein as well as administrative approvals which will require the exercise of reasonable discretion on behalf of RACM or the City, the Commissioner of City Development and Executive Director of RACM will be authorized under these agreements to exercise such discretion and grant such approvals.

EXHIBIT J

Increment Guaranty Agreement

INCREMENT GUARANTY AGREEMENT

(Schlitz Park Project)

**INCREMENT GUARANTY AGREEMENT
(Schlitz Park Project)**

This Increment Guaranty Agreement ("Guaranty") is made as of the 1st day of January, 2014, by and among Gary P. Grunau and Scott A. Sampson, in their individual capacity, (collectively referred to herein as the "Guarantors" and sometimes individually as a "Guarantor"); The Brewery Works, Inc., a domestic business incorporated under the laws of the State of Wisconsin ("Brewery Works"); and the City of Milwaukee, a Wisconsin municipal corporation, ("CITY") in connection with the obligations of Brewery Works under that certain Cooperation, Contribution and Redevelopment Agreement ("Agreement") of even date herewith between Brewery Works, CITY and the Redevelopment Authority of the City of Milwaukee ("RACM"). The Guarantors and Brewery Works, in order to induce City and RACM to enter into the Agreement, voluntarily and knowingly enter into this Guaranty pursuant to the terms defined herein.

WHEREAS, the capitalized terms used in this Guaranty which are not defined herein shall have the meanings set forth in the Agreement; and

WHEREAS, Brewery Works contemplates implementation of the Project pursuant to the terms of the Agreement and has authorized the execution of this Guaranty; and

WHEREAS, the Common Council of the CITY adopted File No. 130246 on July 2, 2013, which approved Amendment No. 2 to the Project Plan for Tax Incremental District No. 41 (Time Warner Riverwalk) and authorized execution of this Guaranty in accordance with the Term Sheet; and

WHEREAS, in order to assist CITY in paying debt service on the general obligation bonds, notes or other obligations issued to fund the Grant and to provide for other matters set forth herein, the parties are entering into this Guaranty.

NOW, THEREFORE, Guarantors, Brewery Works and CITY, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mutually agree as follows:

I.

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to the words and terms defined elsewhere in this Guaranty and in the Agreement, the following words and terms, when used in this Guaranty, shall have the following meanings:

"Annual Debt Service" means the actual amount required to be paid during any calendar year for principal and interest on the bonds, notes or other obligations incurred by CITY to finance up to \$1,700,000 for the Grant. An estimated amortization schedule reflecting projected Annual

Debt Service is attached as EXHIBIT "A." Upon the issuance of general obligations to fund the Grant, CITY shall provide a substitute EXHIBIT "A" reflecting actual debt service.

"Contingent Loan" means an amount equal to all Shortfall Payments made by Brewery Works and the Guarantors, which is to be repaid by CITY, without interest, in accordance with the terms of this Guaranty.

"Agreement" means the Cooperation, Contribution and Redevelopment Agreement dated even herewith.

"Surplus Tax Increments" means Tax Incremental Revenue received by CITY during any calendar year that exceeds Annual Debt Service.

1.2. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Guaranty:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Guaranty nor shall they affect its meaning, construction or effect.
- (c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

II.

Guaranty

2.1 Brewery Works hereby guarantees that the Tax Incremental Revenue received by the City from the Site shall be sufficient to pay the Annual Debt Service on any bonds, notes or other obligations issued to finance the Grant. In the event that the Tax Incremental Revenue from the Site falls short of the Annual Debt Service owed by the CITY, as determined by the CITY's Comptroller, Brewery Works shall make payment to the CITY of any such shortfall (a "Shortfall Payment").

2.2 Guarantors hereby guarantee to CITY that if, in any calendar year, Tax Incremental Revenue received by the CITY from the Site is not sufficient to pay Annual Debt Service and Brewery Works fails to fulfill its obligation to make the Shortfall Payment, Guarantors shall make such Shortfall Payment to the CITY. This liability of the Guarantors is an absolute, unconditional, joint and several personal guaranty by the Guarantors of any Shortfall Payment.

2.3 Any Shortfall Payment made by Brewery Works or a Guarantor shall be deemed to be the Contingent Loan. If, in any year or years following a year or years in which a Shortfall Payment is made, there is Surplus Tax Increments, then CITY shall repay the Shortfall Payment(s) to the party or parties who made such Shortfall Payment(s), but only to the extent of the Surplus Tax Increments. If the statutory life of TID No. 41 expires and TID No. 41 is closed prior to full repayment of all Shortfall Payments, then the City's obligation to repay such outstanding balance

shall expire and Brewery Works and the Guarantors shall have no further rights to any repayments. The City shall not, without the prior consent of any party who has made a Shortfall Payment and not yet been fully repaid, close TID No. 41 prior to expiration of the statutory life of TID No. 41.

III.

Use of Tax Increments

Tax Incremental Revenue received by CITY during the term of this Guaranty shall be used by CITY only as follows:

- a) First, to pay Annual Debt Service;
- b) Second, to make payments to the party or parties who made Shortfall Payment(s) on the outstanding balance, if any, of the Contingent Loan.
- c) Third, to make additional payments on the bonds, notes or other obligations issued to fund the Grant.
- a) Fourth, for any other purpose as determined by CITY.

IV.

The Contingent Loan

In the event that CITY requires that Brewery Works or Guarantors advance funds to fund the Contingent Loan, then CITY shall provide to the party or parties from whom the CITY is seeking such Shortfall Payment notice of:

- a) the amount of the required Shortfall Payment (together with reasonably complete and accurate detail setting forth the amount of Tax Incremental Revenue for the calendar year and the amount of Annual Debt Service for the calendar year); and
- b) the date on which CITY must receive the Shortfall Payment in order to pay Annual Debt Service.

On or before the later of the tenth (10th) day following the date such notice is given or the date specified in such notice, the party or parties to whom the CITY sends such notice shall make the requested Shortfall Payment to CITY by delivery of a check or wire transfer in the appropriate amount.

V.

Repayment of the Contingent Loan

The Contingent Loan shall be a nonrecourse obligation of the CITY. The Contingent Loan shall be repaid solely from:

- a) Surplus Tax Increments; and
- b) Following payment in full of all principal, interest and other amounts due on the bonds, notes or other obligations incurred by CITY to finance up to \$1,700,000 for the Grant, Tax Incremental Revenue.

Any amount of the Contingent Loan that is unpaid after termination of this Guaranty shall be extinguished and no further amount shall be due from CITY under this Guaranty or the Agreement.

VI.

No Early Dissolution

CITY covenants that it will comply with the Tax Increment Law to the full extent required for the collection and allocation of tax increments for the maximum term of TID No. 41 under the Tax Increment Law. The parties acknowledge that TID No. 41 terminates by statute if sufficient tax increments are allocated to pay all "project costs" or if it reaches a specified number of years. CITY may not terminate TID No. 41 prior to the expiration of the maximum term under the Tax Increment Law while amounts remain unpaid on the Contingent Loan.

VII.

Notices

Any written notice required to be sent to the parties shall be forwarded to the following:

If to CITY:

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

With a copy to:

City of Milwaukee
City Attorney's Office
200 East Wells Street, Suite 800
Milwaukee, WI 53202
Attn: Mary L. Schanning, Esq.

If to Brewery Works:

The Brewery Works, Inc.
1555 North River Center Drive
Suite 200
Milwaukee, WI 53212
Attn: Sam Denny

With a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Chicago, IL 60603
Milwaukee, WI 53202
Attn: Bruce T. Block, Esq.

If to Gary P. Grunau:

Gary P. Grunau
1555 North River Center Drive, Suite 200
Milwaukee, WI 53212

If to Scott A. Sampson:

Scott A. Sampson
1555 North River Center Drive, Suite 200
Milwaukee, WI 53212

VIII

Term

The term of this Guaranty shall commence on the date of the first disbursement of the Grant pursuant to the Agreement and terminate upon the earlier of (1) the closure of TID No. 41 or (2) receipt by the City of sufficient Tax Incremental Revenue from the Site to pay in full the entire amount of any bonds, notes or other obligations incurred to finance the Grant.

IX

Binding Effect

9.1 This Guaranty shall be binding upon Brewery Works, the Guarantors and their respective heirs, representatives and assigns for the benefit of the CITY and its successors and assigns.

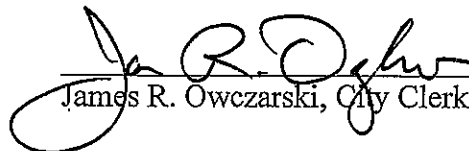
9.2 Each Guarantor covenants that he is married. Each Guarantor further agrees that this Guaranty is being incurred in the interest of such Guarantor's marriage or family.

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be executed and delivered as of the day and year first above written.

CITY OF MILWAUKEE



Tom Barrett, Mayor


James R. Owczarski, City Clerk

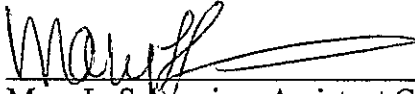
COUNTERSIGNED:



Martin Matson, Comptroller

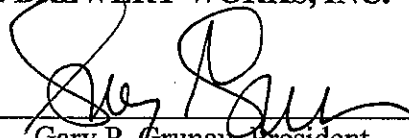
SP
3/7/14

Approved as to form, execution and content this 11th day
of March, 2014.




Mary L. Schanning, Assistant City Attorney

THE BREWERY WORKS, INC.

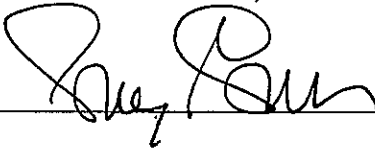
By: 

Gary P. Grunau, President

By: 

Scott A. Sampson, Vice-President

GARY P. GRUNAU, an individual



SCOTT A. SAMPSON, an individual



EXHIBIT "A"

SOURCES AND USES OF FUNDS

City of Milwaukee
Tax Incremental District

Sources:

Hand Proceeds:	
Par Amount	1,700,000.00
	<hr/>
	1,700,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,700,000.00
	<hr/>
	1,700,000.00

BOND DEBT SERVICE

City of Milwaukee
Tax Incremental District

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2014			70,125.00	70,125.00
12/31/2015			93,500.00	93,500.00
12/31/2016			93,500.00	93,500.00
12/31/2017			93,500.00	93,500.00
12/31/2018	90,000	5.500%	91,025.00	181,025.00
12/31/2019	95,000	5.500%	85,937.50	180,937.50
12/31/2020	100,000	5.500%	80,575.00	180,575.00
12/31/2021	110,000	5.500%	74,800.00	184,800.00
12/31/2022	115,000	5.500%	68,612.50	183,612.50
12/31/2023	120,000	5.500%	62,150.00	182,150.00
12/31/2024	130,000	5.500%	55,275.00	185,275.00
12/31/2025	135,000	5.500%	47,987.50	182,987.50
12/31/2026	145,000	5.500%	40,287.50	185,287.50
12/31/2027	150,000	5.500%	32,175.00	182,175.00
12/31/2028	160,000	5.500%	23,650.00	183,650.00
12/31/2029	170,000	5.500%	14,575.00	184,575.00
12/31/2030	180,000	5.500%	4,950.00	184,950.00
	1,700,000		1,032,625.00	2,732,625.00

EXHIBIT K

a) WORKER'S COMPENSATION AND EMPLOYEES LIABILITY

Coverage Amounts

Worker's Compensation		Statutory
Employer's Liability		
Bodily Injury by Accident	each accident	\$100,000
Bodily Injury by Disease	each employee	\$100,000
Bodily Injury by Disease	policy limit	\$500,000

To Include

Other state's coverage
United States Longshoremen and Harbor
Worker's Endorsement (Required only when the
contract Involves work on navigable bodies of water)

b) COMMERCIAL GENERAL LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each occurrence	\$1,000,000
	general aggregate	\$1,000,000
	products/completed Operations aggregate	\$1,000,000
Personal Injury	aggregate	\$1,000,000

To Include

Occurrence form
Premises/operations coverage
Products/completed operations coverage including extension of coverage
for two (2) years after acceptance of work by the City of Milwaukee
Independent contractors (Owners/Contractors Protective) coverage
Contractual liability for risks assumed in this agreement
No exclusion for explosion, collapse, or underground occurrences

c) AUTOMOBILE LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each accident	\$1,000,000
-------------------------------	---------------	-------------

To Include

Coverage on all owned, non-owned, and hired vehicles

d) UMBRELLA LIABILITY

Limits of Liability

Personal Injury/Property Damage	each occurrence	\$2,000,000
	Aggregate	\$2,000,000

To Include

Occurrence form

First dollar defense coverage

Insuring agreement which will provide excess protection to the primary coverages



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrated Risk Solutions Inc 2120 Pewaukee Rd, Suite 202 Waukesha WI 53188	CONTACT NAME: Pete Aisbet	FAX (A/C,N of): 262.523.9601	
	PHONE (A/C,N of, Ext): 262.523.9600	E-MAIL ADDRESS: certificates@intrisksolutions.com	
INSURED Schlitz Park The Brewery Works Inc 1555 N. RiverCenter Drive, 209 Milwaukee WI 53212	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company		20508
	INSURER B: Continental Casualty Company		20443
	INSURER C: Accident Fund Ins. Co		10166
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1510491775 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2091426013	1/1/2014	1/1/2015	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2081493382	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV 6014453	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Policies include Terrorism Coverage as offered by the Insurance Companies & Federal TRIA. Additional Insured with respect to General Liability only when required by written contract. Redevelopment Authority of the City of Milwaukee in regard to: 201 W. Cherry St., Milwaukee, WI. (aka: 100 W. Manpower Place, Milwaukee) & 224 W. Cherry St., Milwaukee, WI. For Property 1330 N. Martin Luther King Drive Certificate holder is listed as mortgagee. 30 days notice of cancellation with the exception of non-payment which is 10 days in included. RACM and City are listed as an additional insured with regards to the general liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

Redevelopment Authority of the City of Milwaukee
Attn: Tracy Luber
809 N. Broadway
Milwaukee WI 53202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrated Risk Solutions Inc 2120 Pewaukee Rd, Suite 202 Waukesha WI 53188	CONTACT NAME: Pete Aisbet PHONE (A/C,N o, Ext): 262.523.9600 FAX (A/C,N o): 262.523.9601 E-MAIL ADDRESS: certificates@intrisksolutions.com
	INSURER(S) AFFORDING COVERAGE
INSURED SCHLPA1 Schlitz Park The Brewery Works Inc 1555 N. RiverCenter Drive, 209 Milwaukee WI 53212	INSURER A: Valley Forge Insurance Company NAIC # 20508
	INSURER B: Continental Casualty Company 20443
	INSURER C: Accident Fund Ins. Co 10186
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1643322751 **REVISION NUMBER:**

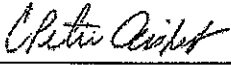
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2091426013	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			2081493382	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WCV 6014453	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LOCATION: 201 W. Cherry St., Milwaukee, WI (aka: 100 W. Manpower Place)
 with Limits as follows included in above: Building @ \$47,000,000 / Contents @ \$7,470,000 / BI/EE @ \$4,865,057.

LOCATION: 224 W. Cherry St., Milwaukee, WI with Limits as follows included in above: Building @ \$15,000,000 / BI/EE @ \$32,136.
 See Attached...

CERTIFICATE HOLDER Redevelopment Authority of the City of Milwaukee 809 N. Broadway Milwaukee WI 53202-3617	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Integrated Risk Solutions Inc		NAMED INSURED Schlitz Park	
POLICY NUMBER		The Brewery Works Inc 1555 N. RiverCenter Drive, 209 Milwaukee WI 53212	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is loss payee.
 RACM and City are listed as an additional insured with regards to the general liability per written contract.
 30 days notice of cancellation with the exception of non-payment which is 10 days in included.