



**Department of City Development**  
City Plan Commission  
Redevelopment Authority of the City of Milwaukee  
Neighborhood Improvement Development Corporation

**Rocky Marcoux**  
Commissioner  
rmarco@milwaukee.gov

**Martha L. Brown**  
Deputy Commissioner  
mbrown@milwaukee.gov

October 26, 2018

Mr. James R. Owczarski  
City Clerk  
City Hall, Room 205  
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Amended and Restated Riverwalk and Dockwall Development Agreement (DA) between Waterhouse, LLC, NL Partners, LLC and the City of Milwaukee for 1661-1675 North Water Street. Also, included in the DA as exhibits is the Grant of Easement Agreement and the Human Resources Agreement.

This agreement was executed pursuant to Common Council Resolution File No. 171108.

Sincerely,

Scott A. Stange  
Procurement and Compliance Manager  
Department of City Development

Enclosure





1661 NORTH WATER STREET  
RIVERWALK  
DEVELOPMENT AGREEMENT

IS

AMENDED AND RESTATED

TO

1661 - 1675 NORTH WATER STREET  
RIVERWALK AND DOCKWALL  
DEVELOPMENT AGREEMENT

Original Date of Agreement: May 31, 2000

Amended and Restated as of October 22, 2018

**AMENDED AND RESTATED  
RIVERWALK AND DOCKWALL DEVELOPMENT AGREEMENT**

**CAO DOC #244061**

This Amended and Restated Development Agreement (this "Agreement") is made and entered into this 22<sup>nd</sup> day of October, 2018, by and among the City of Milwaukee (the "City"), the Redevelopment Authority of the City of Milwaukee ("RACM"), and N.L. Partners, LLC and Water House, LLC (collectively, the "Developer").

**WITNESSETH:**

Whereas, The City and N.L. Partners, LLC and Waterhouse, LLC entered into 1661 North Water Street Riverwalk Development Agreement dated May 31, 2000 ("Original Agreement") pursuant to which N.L. Partners, LLC and Water House, LLC would construct, maintain, and operate a Riverwalk Improvement on the Property; and

Whereas, N.L. Partners, LLC is the owner of certain property located at 1661 N. Water Street, Milwaukee, Wisconsin and Water House, LLC is the owner of certain property located at 1665-1675 N. Water Street, Milwaukee, Wisconsin (collectively, the "Property," as more particularly described on Exhibit A); and

Whereas, The Riverwalk Improvement contemplated in the Original Agreement has been completed and the Developer now wishes to undertake the repair of the Riverwalk Improvement which will comply with the Milwaukee Riverwalk Design Guidelines (attached hereto as Exhibit B) and the construction of an approximately 245 linear foot long dockwall on the bank of the Milwaukee River immediate riverward of the Property (the "Dockwall Improvement"). The Riverwalk Improvement is more particularly described on Exhibit C hereto; and

Whereas, the Riverwalk Improvement constitutes a portion of the overall riverwalk system which is intended to cover a substantial portion of the Milwaukee River extending from the harbor entrance to the former North Avenue Dam area; and because of the Developer's willingness to make the Riverwalk Improvement on the Property available to members of the public, the Riverwalk Improvement will serve the public purpose of affording members of the public the opportunity to more fully enjoy the valuable river resource; and

Whereas, because of the public purpose served by the construction and operation of the Riverwalk Improvement and Dockwall Improvement on the Property (collectively, the "Improvements"), RACM is willing to make a grant to the Developer in an amount not to exceed \$252,840 to be used by the Developer to fund up to 50% of the cost of construction of the Dockwall Improvement, but in no case exceeding \$1,032 per linear foot; and

Whereas, The City, via Common Council Resolution File No. 171108 adopted November 28, 2017 has approved a second amendment to TID No. 79 – North Water Street Riverwalk, a tax increment district created on May 21, 2013 by Common Council Resolution



File No. 130053 and first amended on June 2, 2015 by Common Council Resolution File No. 150157 (“TID 79”) and authorized proper officials of the City to execute this Agreement; and

Whereas, RACM, via Resolution No. ~~10706~~ adopted November 16, 2017 has approved a second amendment to TID 79 and this Agreement and authorized proper officers of RACM to execute this Agreement on RACM’s behalf; and

Whereas, The Developer, RACM, and the City have approved this Agreement.

Now, Therefore, in consideration of the Property, and their mutual obligations, City and Developer hereby agree that the Original Agreement shall be superseded and replaced in its entirety by this Agreement and that all provisions of rights granted and covenants made in the Original Agreement are hereby superseded in their entirety and shall have no further force or effect, and the Developer, RACM and the City further agree as follows:

### **I. RACM ACTIVITIES**

A. Subject to the terms and conditions hereinafter set forth, RACM grants to and shall pay to the Developer up to 50% of the cost of construction of the Dockwall Improvement, but in no case exceeding \$1,032 per linear foot, which equates to the sum of \$252,840 (the “RACM Grant”). The RACM Grant is to be disbursed to the Developer subject to satisfaction of the conditions set forth in Section B, and is to be used solely to reimburse the Developer for costs incurred in the construction of the Dockwall Improvement.

B. The RACM Grant shall be disbursed to the Developer within thirty (30) days of satisfying the following requirements set forth below at numbers 1 through 5:

1. The Developer has received all federal, state and local agency approvals, including but not limited to the United States Army Corps of Engineers, Wisconsin Department of Natural Resources, and the City’s Board of Harbor Commissioners, and has complied with all applicable federal, state and local laws, including, but not limited to, the Americans with Disabilities Act, which are necessary to undertake construction of the Riverwalk Improvement and Dockwall Improvement (collectively, the “Improvements”).

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

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

4. The City has received a grant of an easement across the Riverwalk Improvement on the Property in a form as set forth on Exhibit D (the “Riverwalk Easement”). Prior to, or concurrently with, the first payment request, Developer agrees to deposit a fully executed Riverwalk Easement with the City for the City to hold in escrow until such time as the Improvements are completed. Upon completion of the Improvements, the City shall execute the

Riverwalk Easement and cause the same to be recorded with the Milwaukee County Register of Deeds.

5. The Commissioner has received a complete set of "As Built" plans and specifications of the completed Improvements.

## II. CITY ACTIVITIES

The City shall make available to RACM an amount up to \$252,840 (the "City Grant") in order to allow RACM to supply the Developer with the RACM Grant for reimbursement of the costs of constructing the Dockwall Improvement.

## III. DEVELOPER ACTIVITIES

A. The Developer shall:

1. Prepare, or have prepared, final plans and specifications for the Improvements subject to the approval by the Commissioner as provided in Section I.B.2.
2. Prepare, or have prepared, a budget for the Improvements for approval by the Commissioner as provided in Section I.B.3.
3. Obtain and pay for all governmental permits and approvals necessary to construct the Improvements.
4. Prepare, or have prepared, all contracts and subcontracts for the design and construction of the Improvements.
5. Comply with all applicable federal, state, and local laws.
6. Construct the Improvements in accordance with the approved plans and specifications.
7. Execute the SBE Agreement (in the form attached as Exhibit F) and submit same to the Commissioner for approval.
8. Submit a certificate of insurance to the Commissioner for approval.
9. Substantially complete the Improvements within one year of the date this Agreement is fully executed. The date set forth herein for completion of the Improvements shall hereinafter be the "Completion Deadline." Notwithstanding the foregoing, in the event Developer encounters construction delays beyond the Developer's reasonable control, other than delays caused by the fault or negligence of Developer (an "Excusable Delay") and Developer provides the City and RACM with a notice describing the cause, nature and duration of the Excusable Delay, then the Completion Deadline shall automatically be extended for a period equal to the duration of the Excusable Delay.

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

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

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

#### **IV. CHANGES**

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

#### **V. INSPECTIONS**

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

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

C. In the event that the Commissioner reasonably determines, as a result of such inspections, that the Developer's contractor or subcontractors are not constructing any of the Improvements in accordance with the approved plans and specifications, the Commissioner shall promptly inform the Developer of such noncompliance and the Developer shall, as soon as reasonably possible, require its contractor or subcontractors to remedy such noncompliance. The Commissioner may withhold payment of the RACM Grant until such corrective measures are completed and the noncompliance cured in a satisfactory manner.

## **VI. RECORDS**

A. The Developer shall keep accurate, full and complete books and accounts with respect to the cost of constructing the Improvements, consistent with the approved budget, and shall include a provision in all of its contracts requiring its contractors and their subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of six years subsequent to the completion of the Improvements.

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

C. After substantial completion of the Improvements, the Developer shall submit to the Commissioner a complete set of "As Built" plans and specifications as well as a copy of all approved shop drawings.

D. This Agreement and certain documents relating thereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. § 19.36 (3) which includes records produced or collected under this Agreement). Developer shall and agrees to cause others under its control (including but not limited to employees, agents, contractors, and sub-tenants) to cooperate with City and RACM in the event any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.

## **VII. HUMAN RESOURCES REQUIREMENTS**

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

## **VIII. TERM**

This Agreement shall terminate upon the completion of construction of the Improvements to the satisfaction of RACM and the City and full payment to Developer of the RACM Grant.

## **IX. DEFAULT**

If the Developer has not substantially completed the Improvements by the appropriate Completion Deadline, and the failure to substantially complete was either the Developer's fault or was for reasons substantially within the Developer's control, RACM and the City shall have

the right to reduce the amount of the RACM Grant by an amount equal to \$400 for each day, up to 90 days, substantial completion of the Improvements is so delayed, plus \$600 for each day beyond 90 days but less than 180 days substantial completion of the Improvements is so delayed, and \$1,000 for each day thereafter substantial completion of the Improvements is so delayed.

### X. CONFLICT OF INTEREST

No member, officer or employee of RACM, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

### XI. WRITTEN NOTICES

Any written notice required to be sent under this Agreement shall be sent to the following:

For RACM:

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

For the City:

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

For the Developer:

Waterhouse, LLC  
c/o Ogden & Company Inc.  
1165 N. Water St.  
Milwaukee, WI 53202

With a copy to:

All Partners, LLC  
c/o Ogden & Company Inc.  
1165 N. Water St.  
Milwaukee, WI 53202

## **XII. ASSIGNMENT**

No party to this Agreement may assign any of its interest or obligations hereunder without the written consent of the other party, except that:

A. RACM and the City may each assign its respective rights hereunder to the other without the consent of Developer; and

B. The Developer may grant a collateral assignment of its rights hereunder to any lender providing construction financing for improvements located on the Property.

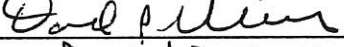
C. The Developer may assign its obligations hereunder to affiliates controlled by or under common control with the Developer.

**[Signatures on the following page]**

**Signature Page to Riverwalk and Dockwall Development Agreement**

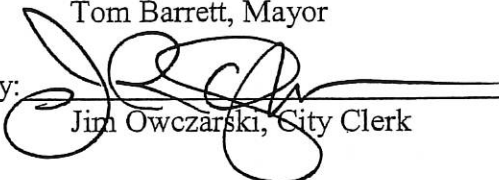
In Witness Whereof, the parties have executed this Agreement on the day and year first above written.

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**

By:   
Name: David P. Masny  
Its: Executive Director/Secretary

**CITY OF MILWAUKEE**


By:   
Tom Barrett, Mayor

By:   
Jim Owczarski, City Clerk

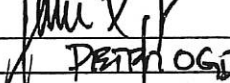
**COUNTERSIGNED**

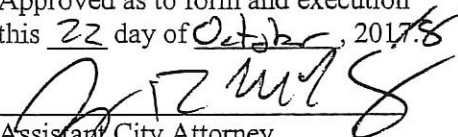
By:   
Martin Matson, Comptroller *JB*

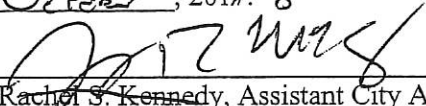
**N.L. PARTNERS, LLC**

By:   
Name: PETER OGDEN  
Its: MEMBER

**WATER HOUSE, LLC**

By:   
Name: PETER OGDEN  
Its: MEMBER

Approved as to form and execution  
this 22 day of October, 2017 '18  
  
Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this 22 day of  
October, 2017 '18  
  
Rachel S. Kennedy, Assistant City Attorney  
State Bar No. 1066459 1051310 *Jeremy R. McKee*







**EXHIBIT A**  
**Legal Description of the Property**

**Property located at 1661 North Water Street:**

Certified Survey Map No 6672 In SW ¼ SEC 21-7-22 Parcel 2

**Property located at 1675 North Water Street:**

Certified Survey Map No 6672 In SW ¼ SEC 21-7-22 Parcel 1

**EXHIBIT B**  
**Design Guidelines**  
**City of Milwaukee**

1. Building facades should contain architectural features such as doors and windows, which improve their appearance and provide a pleasant pedestrian environment.
2. Site features that detract from the use and redevelopment of the river's edge will be discouraged. Features such as blank walls; chain link fencing, barbed razor or concertina wire; utility doors and staircases; service drives; loading docks; parking areas; outdoor storage; electrical or mechanical equipment; trash containers or other building maintenance facilities or equipment; ventilator exhausts; and concrete road barriers and guardrails, if required by necessity shall be screened from river areas.
3. Where soft river edge still exists along the Middle River, preserve natural riverbanks and historic elements of the built environment where feasible.
4. Where historic buildings exist along the River, preserve those historic elements of the built environment.
5. Riverwalk landscaping should include native species of trees, plants, and shrubs with trees planted, in order of preference, in the ground, in box-outs with protective guards and grates, or in planters.
6. Riverwalk landscaping should emphasize plant species, which provide year-round interest.
7. Riverwalks should be on the land side of the River where feasible. To provide space for amenities such as benches, planters, light poles, trash containers, trees and railings, Riverwalks should typically be 12 feet wide at 0 to 5 percent slope with a minimum 8 foot unobstructed corridor and be open to the general public 24 hours a day at no charge.
8. If land-side Riverwalks are not feasible, walkways that float on or extend over the water may be considered if they do not obstruct navigation, and do not have permanent roofs, and match the high quality of permanent Riverwalks.
9. Special amenity/activity areas are encouraged but shall be limited to a maximum of 3,200 square feet, must be open to the general public, shall not block pedestrian movements on the Riverwalk and shall not encroach into navigable waters.
10. Riverwalks must be passable year-round and be handicapped accessible.
11. Walkways, seating areas and other high traffic areas should complement adjacent buildings and neighborhoods, be aesthetically pleasing and pedestrian-friendly, and should be paved with brick, tile, stone, decorative concrete or other attractive hard material; avoiding large expanses of slab concrete or asphalt.
12. Lighting units shall be Milwaukee Harp fixtures providing illumination in accordance with standards recommended by the Illuminating Engineering Society of North America (IES) and approved by the Commissioner of Public Works.
13. All segments of the Riverwalk shall be designed to connect to future portions of the Riverwalk system or to connect to adjacent portions of the existing Riverwalk system.
14. Structures built within 50 feet of bridges must not obstruct bridge maintenance.
15. Floating Riverwalks will be permitted under bridges if a minimum 7-foot clearance can be maintained and if the connection will not obstruct navigation or bridge operations.

16. Finger piers will only be permitted where they will not obstruct navigation or don not extend more than 40 feet from the dockline.
17. Temporary moorings (less than 4 hours) for water taxis and tour boats will be permitted riverward of any amenity/activity area subject to navigation restrictions.
18. Parking adjacent to the River is strongly discouraged. Parking areas, service drives, loading docks and outdoor storage areas shall provide an appropriate buffer of at least 5 feet in width, meeting the standards of Section 295-75 of the Code and located between said parking area and the river/ Riverwalk. Parking areas shall be set back from the dockwall at least 25 feet and shall also devote at least 3.33 percent of their area to interior landscaping.
19. Temporary Riverwalks are meant to provide connections between existing and/or proposed Riverwalks when the area of the connection is not ready for development of a full-scale Riverwalk. Such connections may be approved at a lower standard than permanent Riverwalks if the proponent can demonstrate that the proposed temporary Riverwalk is truly temporary, that the temporary Riverwalk will not provide direct pedestrian access to the property on which it is located or attached or be utilized in any manner by that property including boat moorings, docks, tables or chairs, and the design of the temporary Riverwalk is generally consistent with the intent of these design guidelines.

**EXHIBIT C**  
**Description of Improvements**

The Developer will undertake the repair of 245 linear feet of dockwall along the bank of the Milwaukee River, immediately riverward of the Property. In addition, the developer will undertake the repair of the Riverwalk Improvement to comply with the Milwaukee Riverwalk Design Guidelines, see attached plans.

**EXHIBIT D**  
**Grant of Easement Agreement**  
**(Riverwalk)**

**Recorded Electronically**

ID 10822845  
County Milwaukee  
Date 10/25/2018 Time 11:03 A.M.  
Simplifile.com 800.460.5657

**GRANT OF EASEMENT  
AGREEMENT**  
(1661 and 1665 - 1675 N. Water Street)  
Document Title

Document Number

**GRANT OF EASEMENT  
AGREEMENT**  
(1661 and 1665 - 1675 N. Water Street)

**DOC # 10822845**

**RECORDED**  
10/25/2018 11:03 AM

**JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
TRANSFER FEE:  
FEE EXEMPT #:**

**\*\*\*This document has been  
electronically recorded and  
returned to the submitter.\*\*\***

Recording Area

Name and Return Address

Rachel S. Kennedy  
Assistant City Attorney  
City Attorney's Office  
841 N. Broadway, 7<sup>th</sup> Floor  
Milwaukee, WI 53202

See Exhibit 1

Parcel Identification Number (PIN)

## GRANT OF EASEMENT AGREEMENT

This Grant of Easement Agreement ("Agreement") is made as of October 22, 2018, by and among N.L. Partners, LLC and Water House, LLC (collectively, the "Grantor") and the City of Milwaukee ("Grantee").

### RECITALS

A. Grantor owns certain property located along the Milwaukee River in the City of Milwaukee, State of Wisconsin more particularly set forth on Exhibit 1 attached hereto (the "Property"); and

B. Pursuant to the terms of a Riverwalk and Dockwall Development Agreement dated October 22, 2018 ("Development Agreement") by and among Grantor, the Redevelopment Authority of the City of Milwaukee ("RACM") and Grantee, a certain riverwalk improvement as identified on Exhibit C to the Development Agreement and on Exhibit 2 attached hereto (the "Riverwalk Improvement") will be constructed on the portion of the Property and will become part of the Property; and

C. The parties hereto acknowledge that the Riverwalk Improvement is part of a comprehensive, publicly accessible Riverwalk System (the "Riverwalk System") and that it is desirable that the components of the Riverwalk System be generally compatible in design and appearance and generally uniform in maintenance, operation and usage; and

D. The Development Agreement requires that the Grantor (i) convey to Grantee the easement rights specified in this Agreement, and (ii) agree to fully and timely perform the covenants, restrictions, undertakings and obligations set forth in this Agreement.

### AGREEMENTS

NOW THEREFORE, in consideration of the above Recitals and the terms and conditions of the Development Agreement, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee, the following easements:

(a) a non-exclusive easement for pedestrian access, for the benefit of the public, upon and across the entire length of the Riverwalk Improvement in accordance with the terms of this Agreement, provided, however, that the public, pedestrian access granted herein across the designated walkways shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor;

(b) a non-exclusive easement of ingress and egress across such portions of the Property as may be necessary for the sole purpose of performing maintenance, repair or replacement of all or any portion of the Riverwalk Improvement by Grantee, in accordance with, and to the extent required or permitted by, the terms of this Agreement;

(c) a non-exclusive easement upon the Riverwalk Improvement for the sole purpose of the temporary installation and removal of holiday, seasonal or thematic decorations, banners, plantings and similar items (collectively, the "Decorations"), if any, by Grantee, in accordance with the terms of this Agreement.

2. Throughout the term of this Agreement, Grantor, or its permitted successors and assigns (collectively referred to herein as "Grantor"), shall maintain (a) comprehensive liability insurance, naming the Grantee and its officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident; and (b) comprehensive "all risk" insurance, insuring against fire or other casualty, vandalism and malicious mischief, with extended coverage, in an amount equal to 100% of the full replacement cost of the Riverwalk Improvement and sufficient to avoid all co-insurance provisions of the subject insurance policy. Grantor shall have the right to maintain the insurance coverage required to be maintained hereunder under umbrella or blanket insurance coverage covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement. At the option of the Grantee, the aforesaid minimum amounts may be reviewed and increased every ten (10) years, with any such adjustment being proportionate to the then current economic conditions; provided that the amount of liability insurance required by Grantee shall not be greater than the amount of liability insurance generally maintained by the owners of similar portions of the Riverwalk System. Grantor shall provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Agreement, and Grantor agrees to promptly provide Grantee with a copy of any written notice of cancellation, non-renewal, or material change Grantor receives from its insurer.

3. Grantor shall be responsible to maintain the Riverwalk Improvement in accordance with the maintenance standards set forth on Exhibit 3 attached hereto and shall undertake all necessary capital repairs and replacements when and as necessary (with the exception of repairs and replacements necessitated by defects in original workmanship or design which are covered by any construction warranty). If Grantor fails to maintain the Riverwalk Improvement in the condition required by this Agreement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantor does not commence such maintenance or repair work within thirty (30) days from the date of receipt of such written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then Grantee may perform such work and Grantor shall reimburse Grantee for all reasonable costs incurred in performing such work. Should Grantor fail to reimburse the Grantee for such work, the Grantee shall be entitled to record a lien against the Property and the City of Milwaukee (the "City") shall have the right to specially charge the Property under the provisions of 66.0627, Stats. Should the City need to proceed with such special charges under 66.0627 Stats., Grantor hereby waives notice and hearing on such charges. In exercising its right to maintain, repair or replace the Riverwalk Improvement, Grantee shall, to the extent both possible and practical, perform all necessary work from adjacent portions of the Riverwalk System or from the Milwaukee River and shall not unreasonably or materially disrupt or interfere with access to the Property and the operations of



Grantor and any tenant, licensee or occupant on the Property. Grantee shall notify Grantor in advance of Grantee's needs to enter upon the Property, specifying the scope and duration of such entry.

4. Grantor shall, at all times, make the nonexclusive easement area of the Riverwalk Improvement available for use by members of the public; except for such times as such walkway must be closed for maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the Riverwalk Improvement in order to prevent the acquisition of any adverse or prescriptive rights.

5. Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the nonexclusive easement area of the Riverwalk Improvement by the public. Such rules and regulations shall be generally uniform and consistent with those applicable to riverwalks throughout the Riverwalk System and shall be effective upon delivery of a copy of same to Grantor. Grantor shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations as they pertain to the Riverwalk Improvement, provided that the same do not result in any cost to Grantor. Grantee covenants that it shall require all grantors of riverwalk easements to Grantee to expend reasonable efforts for the enforcement of such rules and regulations. Grantor shall have the right to promulgate and enforce its own rules and regulations governing the use of the Riverwalk Improvement by the public such as the number of people present in any single location, duration of stays, noise and permissible activities; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit 3, with any terms or provisions set forth in the Development Agreement or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of Exhibit 3, the Development Agreement or the rules and regulations promulgated by Grantee shall control.

6. Grantee shall have the right from time to time, and upon at least 72 hours prior written notice to Grantor, to enter upon the Riverwalk Improvement to install and remove Decorations. Such installations and removals shall not unreasonably or materially interfere with the lawful use of the Property by Grantor or any tenant, licensee or occupant of the Property and shall be at Grantee's sole expense.

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

8. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Riverwalk Improvement

(including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvement).

9. Grantor shall not make any structural alterations or modifications to the Riverwalk Improvement or make any changes to the color scheme of the Riverwalk Improvement as originally installed without the prior written consent of Grantee. Further, Grantor shall not install any Decorations or attach any fixtures to or upon the Riverwalk Improvement without the prior written consent of Grantee. Any request by Grantor for installation of Decorations must be in writing, and Grantee shall approve or disapprove such request in writing within 15 business days following receipt. Failure of Grantee to deliver a written response within such time period shall constitute approval of the request. Other than installation and removal of Decorations as provided herein, Grantee shall not make any changes to the Riverwalk Improvement without the prior written approval of Grantor.

10. This Agreement is a permanent, nonexclusive, public access easement which shall run with the land, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

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

12. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:

Waterhouse, LLC  
c/o Ogden & Company Inc.  
1615 N. Water St.  
Milwaukee, WI 53202

With a copy to:

NL Partners, LLC  
c/o Ogden & Company Inc.  
1615 N. Water St.  
Milwaukee, WI 53202

To Grantee:

Redevelopment Authority of the City of Milwaukee  
809 N. Broadway  
Milwaukee, WI 53202

Attn: Executive Director/Secretary

And

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

13. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and monetary damages. If any action for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees and other costs incurred in such action.

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

**[Signatures on the following page]**

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals as of the date first written above.

GRANTOR: N.L. PARTNERS, LLC

By: [Signature], Peter Ogden  
Its: MEMBER

GRANTOR: WATER HOUSE, LLC

By: [Signature], Peter Ogden  
Its: MEMBER

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

This instrument was acknowledged before me on 11/10, 2017 by Peter Ogden the Grantor of N.L. Partners and Water House, LLC



[Signature]  
Notary Public, State of Wisconsin  
My commission: 8/18/18

GRANTEE: CITY OF MILWAUKEE

By: [Signature]  
Tom Barrett, Mayor

By: [Signature]  
Jim Owczarski, City Clerk

Countersigned: [Signature]  
Martin Matson, Comptroller JB

Signatures of Tom Barrett, Jim Owczarski, and Martin Matson authenticated this 22 day of October, 2017.

[Signature]  
Rachel S. Kennedy, Assistant City Attorney  
State Bar No. 1066459 — 1051310 [Signature] Jeremy R. McKenzie

This instrument was drafted by the City of Milwaukee, Office of the City Attorney.  
1050-2017-2058:244235

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

**Property located at 1661 North Water Street:**

Certified Survey Map No 6672 In SW  $\frac{1}{4}$  SEC 21-7-22 Parcel 2

**Property located at 1675 North Water Street:**

Certified Survey Map No 6672 In SW  $\frac{1}{4}$  SEC 21-7-22 Parcel 1

**EXHIBIT 2**  
**to**  
**Grant of Easement**  
**Description of the Riverwalk Improvements**

The Developer will undertake the repair of 245 linear feet of dockwall along the bank of the Milwaukee River, immediately riverward of the Property. In addition, the developer will undertake the repair of the Riverwalk Improvement to comply with the Milwaukee Riverwalk Design Guidelines, see attached plans.



**EXHIBIT 3**  
To  
Grant of Easement  
**Maintenance Standards for the Riverwalk Improvement**

1. Open for use at all times except as it relates to adverse possession and times of maintenance and repair.
2. Keep property generally clean of litter on a daily basis. Empty trash receptacles as necessary.
3. Keep benches and other amenities in good, safe repair at all times.
4. Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes. Remove graffiti as practical (as weather permits).
5. Properly maintain all landscaping in a manner reasonably acceptable to the Commissioner of the Department of City Development of the City of Milwaukee.
6. Keep all lights in operating condition.
7. Maintain a minimum eight foot wide clear path throughout the Riverwalk for the passage of pedestrians at all times the Riverwalk is open.



**EXHIBIT E**  
**Developer Budget and City Cost Sharing**

**EXHIBIT E**  
**Developer Budget and City Cost Sharing**

2017 City Maximum Contribution toward Dockwall:

\$1,032 per linear foot

Proposed 245 linear foot dockwall replacement

$\$1,032 * 245 \text{ linear feet} = \$252,840$

Developer's proposed budget: \$514,535.00

City contributes 50% up to \$1,032 per linear foot

$50% * \$514,535 = \$257,267.50$ , exceeds city's maximum contribution

**City's Contribution = \$252,840**

**Exhibit F**  
**SMALL BUSINESS ENTERPRISE AGREEMENT**  
**FOR THE IMPROVEMENTS**

***HUMAN RESOURCES AGREEMENT***  
***(1661 and 1665-1675 N. Water Street Project)***

**HUMAN RESOURCES AGREEMENT  
(1661 and 1665-1675 N. WATER STREET PROJECT)**

This Human Resources Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2017, by and between the City of Milwaukee (“CITY”), and N.L. Partners, LLC, a Wisconsin liability company and Water House, LLC, a Wisconsin liability company (collectively, the “DEVELOPER”).

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

**WHEREAS**, DEVELOPER 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**, DEVELOPER acknowledges that CITY has established policies regarding the utilization of CITY residents in MCO §355-7; and

**WHEREAS**, DEVELOPER acknowledges that CITY has established policies regarding payment of living wages in MCO §355-13-3; and

**WHEREAS**, DEVELOPER acknowledges that approval and execution of the Development Agreement was conditioned upon the DEVELOPER, 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 “SBE Office”) based on the requirements of MCO § 370-25.

2. FIRST-SOURCE EMPLOYMENT PROGRAM means an employment program operated by CITY or its designee which is to be utilized as contractors’ first source for recruiting applicants for both new and replacement employment.

3. 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.

4. PROJECT means the repair of the riverwalk and the construction of a dockwall on the bank of the Milwaukee River immediate riverward of the Property, as more particularly described in the Development Agreement.

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

6. PROPERTY means certain property located at 1661 and 1665 - 1675 N. Water Street, Milwaukee, Wisconsin, as more particularly described in the Development Agreement.

7. RPP means CITY's Resident Preference Program as described in MCO §355-7.

## II. SMALL BUSINESS ENTERPRISE PROGRAM

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

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

1. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance. Complete **Exhibit B "SBE Marketing Plan – Publications/Advertising Contacts"** and submit it to the SBE Office.
2. Provide interested SBEs and the agencies listed in **Exhibit C "SBE Marketing Plan – Community Agency Contacts"** with adequate information about the PROJECT plans, specifications, and contract/subcontract requirements at least two weeks prior to the date the contract bidding process commences. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as **Exhibit C1 "SBE Contact Sheet"** and submitting the completed Contact Sheet to the SBE Office prior to commencement of the bidding process.
3. Complete and submit **Exhibit D "Form A – Contractor Compliance Plan"** to the SBE Office upon execution of the prime contractor's contract, if any, or upon commencement of construction.
4. Conduct pre-bid or selection conferences and a walk-through at least two weeks in advance of the date that bids are due.
5. Provide written notice of the PROJECT to all pertinent construction trade and professional service SBEs listed in the current City of Milwaukee Directory soliciting their services in sufficient time (at least two weeks) to allow those

businesses to participate effectively in the contract bidding or selection process. To identify SBEs for the PROJECT, utilize the current *Official City of Milwaukee SBE Directory* published by CITY's SBE Office. The directory can be accessed on-line at:

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

6. Follow-up with SBEs who show an interest in the PROJECT during the initial solicitation process and document contact with SBE firms using **Exhibit E "SBE Solicitation Form."**
7. Select trade and professional service areas for SBE awards wherein the greatest number of SBEs exist to perform the work, thereby increasing the likelihood of contracts or subcontracts being awarded to SBEs. Where appropriate, split contracts or subcontracts into smaller, economically feasible units to facilitate SBE participation.
8. Negotiate in good faith with interested SBEs, not reject SBE bids or proposals as unqualified or too high without sound reasons based on a thorough review of the bid or proposal submitted and maintain documentation to support the rejection of any SBE bid or proposal. Bids that are not cost effective and/or are not consistent with the PROJECT schedule will be considered "rejectable." Rejected bids or proposals shall be documented on **Exhibit F "SBE Rejection of Bid or Proposal Form."**
9. Utilize the services available from public or private agencies and other organizations for identifying SBEs available to perform the work.
10. Include in the PROJECT bid, RFP or selection documents and advertisements an explanation of PROJECT requirements for SBE participation to prospective contractors and subcontractors.
11. As necessary and whenever possible, facilitate the following:
  - (a) Joint ventures, limited partnerships or other business relationships intended to increase SBE areas of expertise, bonding capacity, credit limits, etc.
  - (b) Training relationships
  - (c) Mentor/protégé agreements

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



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

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

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

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

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

"Best Efforts," when exercised by DEVELOPER in conjunction with the RPP participation in the PROJECT, is defined as DEVELOPER completing all of the following activities:

---

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

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

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

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

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

#### IV. SBE AND RPP REPORTING

DEVELOPER agrees to report to the SBE Office, CITY's Common Council and the Zoning, Neighborhoods and Development Committee of the CITY's Common Council on DEVELOPER's 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. In order to monitor the PROJECT's SBE and RPP worker participation, CITY requires, and DEVELOPER 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 DEVELOPER's knowledge and experience, which are conducive to SBE participation.
- B. Provide the SBE Office with documentation supporting efforts extended to solicit bids from SBEs. Upon request, DEVELOPER shall make information related to SBE bids available to the SBE Office.
- C. Submit an SBE Monthly Report to the SBE Office on or before the 20th of each month, or a quarterly report with the approval of the SBE Office, on the form attached as **Exhibit 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 SBE Office, 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 SBE Office.
- F. Complete and submit a final **Exhibit I** and **Exhibit J "SBE Subcontractor Payment Form"** to the SBE Office upon completion of all construction of the PROJECT.

#### V. LABOR STANDARDS AND WAGES.

DEVELOPER shall comply with all applicable state and municipal labor standards provisions on the PROJECT including, but not limited to, living wage requirements of MCO

§355-13-3. Unless precluded by Section 66.0903, Wis. Stats., any worker who performs work on the PROJECT shall, at a minimum, receive a living wage as defined in MCO §310-13-2-a. DEVELOPER shall provide and cause its contractors and subcontractors to provide the SBE Office any necessary documentation relative to compliance with applicable labor standards provisions including, but not limited to, the City's living wage requirements on forms specified by the SBE Office.

**VI. CITY ADMINISTRATION.**

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

**VII. DEVELOPER ADMINISTRATION.**

DEVELOPER may retain a person or firm reasonably acceptable to the SBE Office, to act as DEVELOPER's consultant and to assist in record keeping, collection of information and the filing of all reports necessary to demonstrate compliance with the requirements of this Agreement. DEVELOPER shall also comply with the reporting requirements set forth in Section IV of this Agreement.

**VIII. AUDIT RIGHTS.**

DEVELOPER shall keep or cause others under its control, including its contractors and subcontractors to keep accurate, full and complete books and accounts with respect to costs of developing, constructing, and completing the PROJECT, including personnel records, and carrying out the duties and obligations of DEVELOPER hereunder. All the books and accounts required to be kept hereunder shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years.

**IX. PUBLIC RECORDS.**

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

**X. NOTICES.**

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

A. To the CITY: SBE Program Office  
City of Milwaukee  
200 East Wells Street  
Milwaukee, WI 53202  
Attn: Director

With a copy to: Department of City Development  
City of Milwaukee

809 North Broadway  
Milwaukee, WI 53202  
Attn: Commissioner

B. To DEVELOPER:

Waterhouse, LLC  
c/o Darden & Company  
1165 W. Water St.  
Milwaukee, WI 53202  
Attn: \_\_\_\_\_

With a copy to:

IL Builders, LLC  
c/o Darden & Company  
1165 W. Water St.  
Milwaukee, WI 53202

#### XI. SANCTIONS.

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

- a. Imposition of a requirement that remedial efforts be undertaken by DEVELOPER 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. Collection of any living wage shortfall, with interest, for distribution to employees performing work on the PROJECT.
- d. Remedies available under the Development Agreement for such non-compliance.

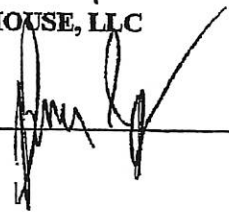
[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Human Resources Agreement as of the date first written above.

**N.L. PARTNERS, LLC**

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

**WATER HOUSE, LLC**

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


**CITY OF MILWAUKEE**

By:   
Tom Barrett, Mayor

By:   
James R. Owczarski, City Clerk

By:   
Martin Matson, City Comptroller JB

Approved as to form and execution and content  
this 22 day of October, 2017.

  
Rachel S. Kennedy  
Assistant City Attorney

1050-2017-2058:244249

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

**CATEGORIES OF WORK**  
**CONSTRUCTION BUDGET FOR**  

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**PROJECT**

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
<b>SITE PREPARATION:</b>		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
 <b>BUILDING CONSTRUCTION:</b>		
FOOTINGS & FOUNDATION	\$0.00	
FLOOR SLAB	\$0.00	
STRUCTURAL STEEL**	**	\$0.00
GLAZING	\$0.00	
MASONARY	\$0.00	
ROOFING	\$0.00	
ROUGH CARPENTRY	\$0.00	
FINISH CARPENTRY	\$0.00	
DOORS, FRAMES & MILLWORK	\$0.00	
HVAC EQUIPMENT**	**	\$0.00
PLUMBING	\$0.00	
FIRE PROTECTION	\$0.00	
ELECTRICAL	\$0.00	
DRYWALL	\$0.00	
CEILINGS	\$0.00	
FLOORING	\$0.00	
CERAMIC TILE	\$0.00	
LIGHTING	\$0.00	
PAINTING/INTERIOR FINISH	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
 <b>SITE IMPROVEMENTS:</b>		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	
LANDSCAPING	\$0.00	
FENCING	\$0.00	
OTHER:	\$0.00	



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<b>TOTAL HARD COSTS</b>	\$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

	-----
<b>TOTAL PROFESSIONAL SERVICES</b>	\$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

			-----
<b>TOTAL SBE REQUIREMENTS</b>			\$0.00

**EXHIBIT B**

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

**Milwaukee Times**

(Published weekly)

1936 North King Drive, Milwaukee, WI 53212

Tele. No: (414) 263-5088

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

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

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

**The Milwaukee Courier**

(Published weekly)

2003 W. Capitol Drive, Milwaukee, WI 53206

Tele No: (414) 449-4860

Fax: (414) 906-5383

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

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

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

**Milwaukee Community Journal, Inc.**

(Published twice weekly)

3612 North King Drive, Milwaukee, WI 53212

Tele No: (414) 265-5300

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

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

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

**Daily Reporter**

(Published daily M-F)

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

Tele No: (414) 276-0273

Fax: (414) 276-8057

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

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

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

**Spanish Journal**

(Published weekly)

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

Tele No: (414) 643-5683

Fax: (414) 643-8025

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

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

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

**EXHIBIT C**  
**SBE MARKETING PLAN – COMMUNITY AGENCY CONTACTS**

**National Association of Minority Contractors**

6122 North 76th Street  
Milwaukee, WI 53218  
(414) 454-9475

**The Milwaukee Urban League**

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

**African American Chamber-Commerce**

633 W Wisconsin Ave., Suite 1001  
Milwaukee, WI 53203  
(414) 462-9450

**Hispanic Chamber of Commerce of Wisconsin**

1021 W National Ave.  
Milwaukee, WI 53204  
(414) 643-6963

**Hmong Wisconsin Chamber of Commerce**

6815 W. Capitol Drive, Suite 204  
Milwaukee, WI 53216  
(414) 645-8828





Exhibit D

City of Milwaukee  
Office of Small Business Development  
Form A - Contractor Compliance Plan

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

I. General Information (Required)

Project Name: Ogden River SBE Participation: 25% Total Dollar Amount: \$245,000

Project Description: River Walk Repair

II. Prime Contractor Information (Required)

Contractor Name: Ogden Construction Group

Address: 1113 W. Forest Home Ave

City/State/Zip: Franklin, WI 53122

Contact Person: Joel Cook Title: President

Phone: 414-340-1100 Fax: 414-340-1203 E-mail: Joelcook@ogdencon.com

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: Joel Cook Title: President

Signature: [Signature] Date: 11/3/17

For Staff Use Only

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

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

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

**IV. SUBCONTRACTOR INFORMATION**

Subcontractor Name: Bodger Railings (Erector)

Contact Person: Tommy Mathew

Phone: 672-6090 Fax: \_\_\_\_\_ E-mail: Tommy@BodgerRailings.com

City of Milwaukee SBE Certification:  Yes  No

Work performed / Materials supplied: Steel Erection

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

Proposed Award: \$ 53,300 Percentage of contract: 21% TBO

Owner/Representative Signature: \_\_\_\_\_ Date: 6/12/18

They will be using a SBE Steel Erector

Subcontractor Name: Beson & Hauke LLC

Contact Person: Jesse Hauke

Phone: 414-377-3371 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification:  Yes  No

Work performed / Materials supplied: Steel Erection

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

Proposed Award: \$ 18,500 Percentage of contract: \_\_\_\_\_ %

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

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

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

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

Name and Address of SBE firm	Bid or Proposal			Approved By
	Type of Work	Submitted by SBE	Actual Award	
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, 2016 to June 30, 2017

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

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	21,978	1,832	916	846	423
2	29,637	2,470	1,235	1,140	570
3	37,296	3,108	1,554	1,435	718
4	44,955	3,747	1,874	1,730	865
5	52,614	4,385	2,193	2,024	1,012
6	60,273	5,023	2,512	2,319	1,160
7	67,951	5,663	2,832	2,614	1,307
8	75,647	6,304	3,152	2,910	1,455
For Each Additional Household Member, Add	7,696	642	321	296	148

Source: Wisconsin Department of Public Instruction

**EXHIBIT G**

**FORM RPP (Rev. 2009)**

Contractor Name: Caden Const. Group

Development/Project Name: Runway Repairs

**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.

Juan Gomez  
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

EXHIBIT H

*Brownsville Refinery*  
Project  
Construction RPP Hours Calculation  
Phase 1

RPP Goal

Total Construction Hours Worked Pursuant to § 355-7.1a. "Worker Hours" includes work performed by persons filling apprenticeship and on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.	
Multiplied by 40%	525
Applicable RPP Goal	100%
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: \_\_\_\_\_ City of Milwaukee SBE Certification:  Yes  No

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

Purchase Order / Contract #: \_\_\_\_\_ Project Name/Number: \_\_\_\_\_

Description of service performed and/or materials supplied: \_\_\_\_\_

Prime Contractor's Total: \$ \_\_\_\_\_ Prime Contractor's JTD: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

SBE Participation Requirement: \$ \_\_\_\_\_ / \_\_\_\_\_ %

### SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

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

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

### SECTION III. ACKNOWLEDGEMENT (REQUIRED)

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

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

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

## DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT

### SECTION I. GENERAL INFORMATION

Please provide all contractual information as indicated in Section I.

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

### SECTION II. SUBCONTRACTOR INFORMATION

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

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

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

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

### SECTION III. ACKNOWLEDGEMENT

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

*Updated: December 23, 2015*

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: Ogden Const. Group  
Prime Contractor's Bid or RFP#: N/A Purchase Order or Contract #: N/A  
Project Name: Reservoir Repairs

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: [Signature] Date: 4/21/18

Subcontractor Name: Bosson A Haul & LLC

Total payment received \$ 18,500

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: \_\_\_\_\_

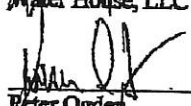
Submit this form with the Prime Contractor's final FORM D (SBE Monthly Report) to:

Department of Administration  
Office of Small Business Development  
City Hall - Room 606  
200 East Wells St  
Milwaukee, WI 53202  
(or fax to 414-236-3752)

- o Compliance reports must be filed with the SBE Office for the Construction RPP Hours calculation.
- You will report compliance with SBE and RPP requirements to the SBE Office, City of Milwaukee Common Council and the Zoning, Neighborhoods and Development Committee of the Milwaukee Common Council.
  - o You will provide a list of the project work divided by phase upon which you will seek bids.
  - o You will provide documentation to the SBE Office of your efforts to solicit bids from SBE.
  - o You will submit a SBE Monthly report to the SBE Office on or before the 20<sup>th</sup> of each month.
  - o You will submit a quarterly SBE/RPP report to the Milwaukee Common Council for the duration of the project.
  - o Upon request from the SBE Office, you will make quarterly presentations to the Zoning, Neighborhoods and Development Committee of the Milwaukee Common Council.
  - o You will complete and submit an SBE Subcontractor payment form to the SBE office upon completion of the all construction.
- You will comply and require all subcontractors to comply with all applicable state and municipal labor and wage standards on this project including the living wage requirement as defined in the Milwaukee City Ordinance (MCO) § 310-13-2-a.
- You agree and understand that the City of Milwaukee is bound by the Wisconsin Public Records Law, that these Agreements are also subject to Public Records, and that you are required to assist the City of Milwaukee in retaining and producing all records subject to Public Records.
- You acknowledge that the City of Milwaukee may impose sanctions for providing false, misleading, or fraudulent information or demonstrating non-compliance with the requirements of the human resources agreement.

IN WITNESS WHEREOF, the parties have executed this letter of understanding and agreement as of the date first written above.

  
 Peter Ogden  
 Water House, LLC

  
 Peter Ogden  
 NL Partners, LLC

  
 Joel Cook  
 Ogden Construction Group LLC

