



Department of City Development

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

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

May 12, 2008

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

Dear Mr. Leonhardt:

Enclosed is a fully executed duplicate original of Contract No. 08-010 (RA), dated May 5, 2008, between the City of Milwaukee and Rider Hotel LLC. This pertains to the improvements/modifications needed for the construction of the Iron Horse Hotel project.

Please insert this agreement into Common Council Resolution File No.070718, adopted December 12, 2006.

Sincerely,

Scott Stange
RACM Compliance Officer

Enclosure

Cc: Chris Martins

**IRON HORSE-500 WEST FLORIDA STREET
PUBLIC INFRASTRUCTURE DEVELOPMENT AGREEMENT**

This Agreement is made this 5th day of May, 2008, by and among the City of Milwaukee ("City"), and Rider Hotel, LLC, a Wisconsin limited liability company ("Developer").

Witnesseth:

Whereas, the Developer is the owner of that certain property with a street address of 500 West Florida Street, ("500 West Florida Street"); and

Whereas, the City has determined to accommodate the proposed development, the construction of a retaining wall in the public right of way is needed for the 6th Street Viaduct causing modifications to the location of various public utilities/infrastructure; and

Whereas, the City has approved preliminary plans and budget for such retaining wall construction and infrastructure work, a copy of such plans is attached hereto as *Exhibit A* (the "Preliminary Plans and Budget"); and

Whereas, the Developer has offered to conduct the work consistent with the Preliminary Plans by hiring contractors to perform such work; and

Whereas, the City, pursuant to Resolution No. 070718 approved September 25, 2007 by the Common Council, is willing to permit Developer to perform the work in accordance with the provisions of this Agreement.

Now, therefore, the City, and the Developer, in consideration of the premises and the mutual promises and undertakings hereinafter contained, mutually agree and covenant as follows:

**I
DEVELOPER ACTIVITIES**

The Developer shall:

1. Obtain, and pay for, all governmental permits and approvals necessary to construct the retaining wall and related improvements set forth in Section I,5. below, including, but not limited to modifications to the location of various public utilities ("Improvements").
2. Prepare, or have prepared, final plans and specifications for the Improvements, including without limitation the design and layout (the "Final Plans") subject to the approval by the Commissioner of City Development (the "Commissioner") as provided in Section II,C,2.

3. Prepare, or have prepared, a final construction budget (the "Budget") for the Improvements, but excluding therefrom any administration fees or other so-called "soft costs," for approval by the Commissioner as provided in Section II,C,3.
4. Prepare or have prepared all contracts and subcontracts for preparation and construction of the Improvements for the Commissioner's approval.
5. Design and Construct the Improvements in accordance with the approved Final Plans, including without limitation the following:
 - a- Storm sewer relocation
 - b- Cast in place concrete wall
 - c- Water main and water service
 - d- Concrete pavement, walk and curb & gutter, joint sealing and sod placement
 - e- Erecting and maintaining barricades, signage and other safety measures during the pendency of such construction.

The Improvements shall not include installation of any city owned Fire and Police communication conduit and cable, street lighting, the planting of any trees or the placement of any street signs, such work shall be performed by city force. The deposit made by Developer under the vacation permit for the portion of West Florida Street vacated by City of Milwaukee Common Council Resolution No. 070844 adopted November 21, 2007 shall be used to fund all costs of said work.

All plans designed by Developer, or its agent shall be subject to customary City staff review prior to commencement of any related construction. All associated construction shall be subject to customary inspection by Department of Public Works ("DPW"). Developer and/or its contractor(s) shall notify the Construction Section of DPW at 286-2497 48 hours in advance of commencing any work on the Improvements. Developer shall furnish all necessary construction staking relating to construction of the Improvements.

6. Submit a signed EBE Agreement in the form of *Exhibit B* (the "EBE Agreement") to the Commissioner for approval.
7. Submit Certificate of Insurance to the Commissioner for approval.
8. Substantially complete the Improvements by June 1, 2008 (the "Completion Date").

II CITY ACTIVITIES

A. Subject to the terms and conditions hereinafter set forth, the City shall reimburse the Developer, as set forth in Section II, B., for the actual costs of the Improvements, provided the same are consistent with the Budget, up to an aggregate maximum of \$275,000.00 (the "City Grant").

B. The City Grant shall be paid to Iron Horse Hotel Development, Inc. ("IHHD") pursuant to the conditions set forth below in Section II, C. and IHHD will contribute the City Grant or loan the City Grant to Developer for the purpose of Developer paying for actual hard costs incurred in connection with the construction of the Improvements. Notwithstanding the foregoing, IHHD shall have no obligations with respect to the completion of the Improvements or any of Developer's obligations hereunder.

C. No portion of the City Grant shall be disbursed to IHHD until:

1. The Developer has received all federal, state and local agency approvals, and has complied with all applicable federal, state and local laws, including without limitation, the Americans with Disabilities Act, which are necessary to undertake construction of the Improvements.
2. The Commissioner has approved the Final Plans for the Improvements.
3. The Commissioner has approved the Final Budget for the Improvements.
4. The Commissioner has approved all the contracts entered into by the Developer for the preparation of the Plans, and for the construction of the Improvements.
5. The Commissioner has received and approved the Certificate of Insurance.
6. The Improvements' architect or engineer has certified in writing to the Commissioner that the Improvements have been substantially completed in accordance with the Commissioner-approved Plans and the costs of the Improvements have been fully substantiated by the Developer on appropriate AIA forms such as AIA Document G702. There shall be a 10% city retainage of the City Grant until the improvements are fully completed and approved by the Commissioner.
7. The Commissioner has received and approved the EBE Agreement.

Notwithstanding the foregoing, progress payments to IHHD may be disbursed by the City as follows: Payment requests shall be presented to the Commissioner by Developer or IHHD, no more frequently than on a monthly basis, on AIA Document G702 and, upon receipt of the payment request, the Commissioner shall within ten (10) working days after receipt of the request, review it, and if he disapproves a request or any portion thereof, he shall promptly state his reasons in writing to Developer. Any payment request, or portion thereof, which the Commissioner approves, shall be paid within twenty (20) working days of receipt.

III CHANGES

No material changes in the type, placement or use of constructions materials or otherwise as indicated on the Final Plans, shall be made by the Developer without prior written consent of the Commissioner which shall not be unreasonably withheld, conditioned or delayed. Any changes approved by the Commissioner shall not increase the amount of the City Grant unless such increase has been approved by the City in writing.

IV INSPECTIONS

A. Developer and its contractor(s) or subcontractor(s) shall be solely responsible for the completion of the Improvements. Nothing contained in this paragraph shall create or effect any relationship between the City and any contractor(s) or subcontractor(s) employed by Developer in construction of the Improvements.

B. The City may make reasonable inspections, including but not limited to inspection by the DPW, 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. In order to allow the City, and City agencies, to undertake these inspections in a meaningful fashion, the Developer shall provide a complete set of plans and specifications for the Improvements, as well as any change orders and shop drawings related thereto to such agency upon its request.

C. In the event that the Commissioner determines, as a result of any such inspections, that the Developer's contractor(s) or subcontractor(s) are not constructing the Improvements in accordance with the Final Plans (as modified, if modified pursuant to Section III hereof), the Commissioner shall promptly inform the Developer of such noncompliance with the Final Plans and the Developer shall, as soon as reasonably possible, require its contractor(s) or subcontractor(s) to remedy such noncompliance. The Commissioner may withhold payments of any of the City Grant, until such corrective measures are completed in a reasonably satisfactory manner.

V RECORDS

A. The Developer shall keep accurate, full and complete books and accounts with respect to the cost of constructing the Improvements and any transactions relating to the City Grant between Developer and IHHD, 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 shall have the right, upon reasonable notice to the Developer, its contractor or subcontractors as the case may be, to examine the books and accounts of the Developer or IHHD, its contractor or subcontractors 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.

VI HUMAN RESOURCE REQUIREMENTS

A. In contracting for the construction of the Improvements, the Developer shall comply with an 18% participation rate for City Emerging Business Enterprises (pursuant to the terms of the EBE Agreement attached hereto as *Exhibit B*), as established by the Commissioner in accordance with Chapter 360, Milwaukee Code of Ordinances.

B. In contracting for the construction of the Improvements, the Developer shall use reasonable and good faith efforts to see that all of Developer's contractors and subcontractors employ "Residents" of the "CDBG area" (as such terms are defined in Milwaukee Code of Ordinances 309-41) at a rate equal to or greater than 21% of the total workforce engaged in constructing the Right of Way Improvements. Developer shall maintain such records and files and shall prepare and file such reports as the Commissioner shall reasonably request to substantiate compliance with the requirement.

VII TERM

This Agreement shall terminate on substantial completion of construction of the Improvements, as approved and accepted by the Commissioner, and payment in full of the City Grant to IHHD.

VIII DEFAULT

If the Developer has not substantially completed the Improvements by the Completion Date, and the failure to substantially complete was either the Developer's fault or was for reasons within the Developer's control, the City shall have the right to terminate this Agreement if, within 60 days after receipt from the Commissioner of a notice of intent to terminate because of failure to substantially complete, Developer has not substantially completed the Improvements. If the City terminates this Agreement pursuant to this provision, the City shall have no further obligation to provide the Developer or IHHD with the City Grant and the City shall not be under any further obligation to perform any other acts under this Agreement.

IX CONFLICT OF INTEREST

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

**X
WRITTEN NOTICES**

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

FOR THE CITY:

Department of City Development
Attention: Allison Rozek
809 North Broadway
Milwaukee, Wisconsin 53202

FOR THE DEVELOPER:

Rider Hotel, LLC
Attn: Tim Dixon
1830 North Hubbard Street, Suite 700
Milwaukee, WI 53212

WITH A COPY TO:

Reinhart Boerner Van Deuren s.c.
Attn: Stephen C. Elliott, Esq.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

**XI
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 the City may assign its rights hereunder to the Redevelopment Authority of the City of Milwaukee without the consent of the Developer.

**XII
PREVAILING WAGES**

Developer shall insure that all contractors pay prevailing wages to their workers when such contractors are constructing the Improvements and shall retain such records and file such forms and reports as may be reasonably requested by the Commissioner to evidence compliance with such prevailing wage requirements.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

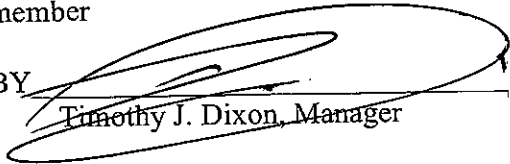
Comptroller

DEVELOPER

RIDER HOTEL, LLC, a Wisconsin limited liability company

BY DIXON DEVELOPMENT, LLC, a Wisconsin limited liability company, its sole member

BY



Timothy J. Dixon, Manager

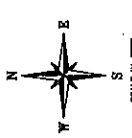
Approved as to form and content this
_____ day of _____, 2008.

Assistant City Attorney

EXHIBIT A
PRELIMINARY PLANS and Budget
(Attached)

Exhibit A: Preliminary Plans

WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.



NOTES:

GENERAL NOTES:

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE WATER MAIN INSTALLATION SPECIFICATIONS DATED JANUARY 1, 1987. ADDITIONALLY, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MILWAUKEE WATER MAIN WATER MAIN PLAN AND CONTRACT DOCUMENTS.

THE DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS DATED JANUARY 31, 1988, LATEST EDITION, APPLIES TO THIS CONTRACT AND WILL SUPERSEDE ANY PART OF THE SPECIFICATIONS WHICH OFFERED THEREAFTER.

THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED TO COMPLETE THIS PROJECT.

MADELL AND BERKOWITZ:

THE REQUIREMENTS FOR MADELL AND BERKOWITZ MATERIAL SHALL BE AS STATED IN THE "MATERIALS" SECTION OF THE STANDARD PLAN NOTES REGARDING WATER MAIN CONSTRUCTION.

MATERIAL AND CONSTRUCTION SUBSECTION:

ALL MATERIALS WILL REQUIRE INSPECTION BY THE CITY.

THE CONTRACTOR SHALL ALLOW FOUR (4) WORKING DAYS NOTICE PRIOR TO START OF CONSTRUCTION FOR MATERIAL INSPECTION AND TWO (2) WORKING DAYS NOTICE PRIOR TO START OF CONSTRUCTION FOR MATERIAL INSPECTION AT 4:30-5:30 PM FOR MATERIAL INSPECTION AND THE CITY OF MILWAUKEE'S CONSTRUCTION SECTION AT 4:30-5:30 PM FOR MATERIAL INSPECTION.

EXISTING WATER MAINS:

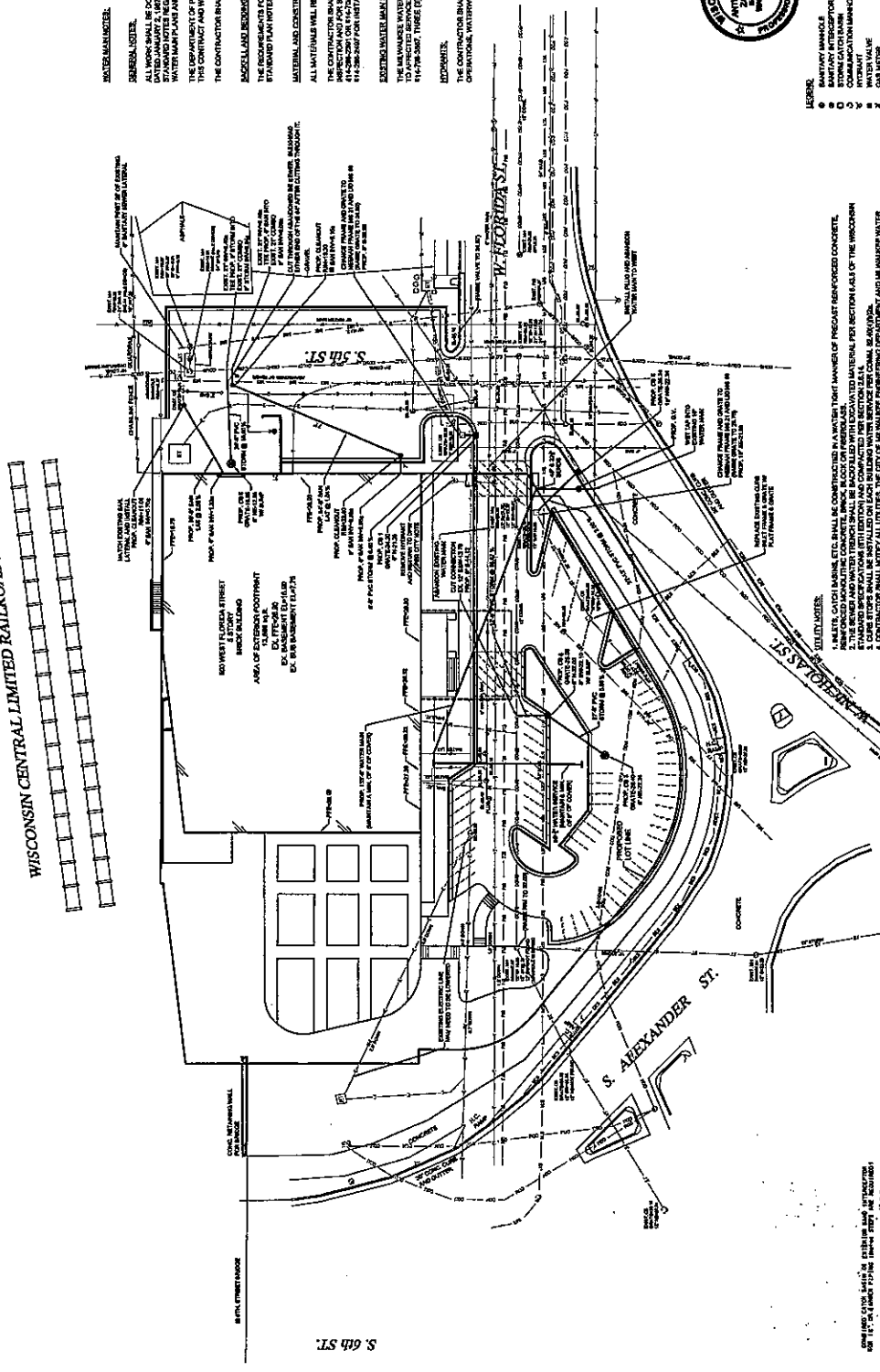
THE CONTRACTOR SHALL VERIFY THE EXISTING WATER MAIN AND PROPOSED TRENCHES BEFORE CONSTRUCTION TO AVOID SERVICE DISRUPTIONS. PLEASE CONTACT THE CITY OF MILWAUKEE'S CONSTRUCTION SECTION AT 414-796-5367, THREE (3) DAYS PRIOR TO SCHEDULE THE NECESSARY SHUT-OFFS IN ORDER TO CONNECTIVE.

IDENTIFIERS:

THE CONTRACTOR SHALL VERIFY ALL UNIDENTIFIED MATERIALS BY THE FIELD INSPECTOR, INFRASTRUCTURE, OPERATIONAL, UTILITIES, CONTACT THE CITY OF MILWAUKEE'S CONSTRUCTION SECTION AT 414-796-5367.

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NOTE: The location and size of the underground structures and utilities shown on this plan are shown for information only and do not constitute a representation of the City of Milwaukee. The Engineer and/or Sanitary Engineer shall verify the location and depth of all utilities shown on this plan before construction begins. The Contractor shall be responsible for the location of all utilities shown on this plan.

Contract: Project: Hoffman, Inc., Etc.

UTILITY PLAN

RE: IRON HORSE HOTEL
 PART OF NE 1/4 SEC. 32, 17N, R22E
 CITY OF MILWAUKEE, MILWAUKEE CO., WI.

JAHNKE & JAHNKE ASSOCIATES, INC.
 PLANNERS & PROFESSIONAL ENGINEERS
 1100 WEST WISCONSIN AVENUE
 MILWAUKEE, WISCONSIN 53233

DATE: 11/11/88
 DRAWN: JAHNKE
 CHECKED: JAHNKE
 REVISIONS: 1. 11/11/88
 2. 11/11/88
 3. 11/11/88

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WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.

AREA OF EXISTING FOOTPRINT

EXISTING WATER MAINS

PROPOSED SANITARY INTERCEPTION MANHOLES

WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.

AREA OF EXISTING FOOTPRINT

EXISTING WATER MAINS

PROPOSED SANITARY INTERCEPTION MANHOLES

WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.

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PROPOSED SANITARY INTERCEPTION MANHOLES

WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.

AREA OF EXISTING FOOTPRINT

EXISTING WATER MAINS

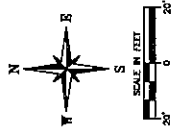
PROPOSED SANITARY INTERCEPTION MANHOLES

WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.

AREA OF EXISTING FOOTPRINT

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PROPOSED SANITARY INTERCEPTION MANHOLES



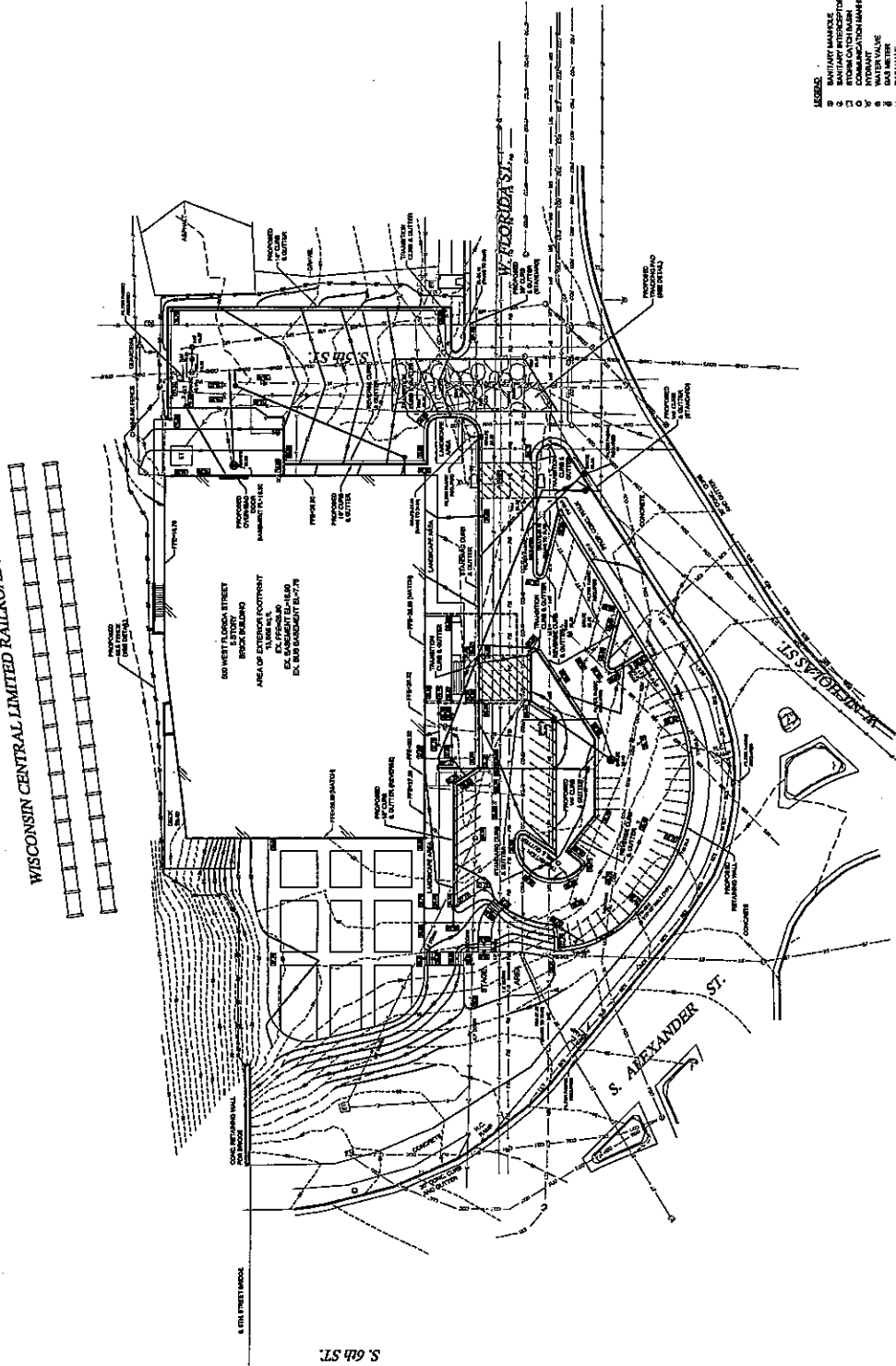
NOTE: The location and size of the underground structures and utilities shown on this plan are based on the records of the City of Milwaukee and the records of the Engineer-in-Charge of Survey of the City of Milwaukee. The location of all structures and utilities shown on this plan are subject to change without notice. The Engineer-in-Charge of Survey of the City of Milwaukee, Milwaukee, Wis., is the authority on the location of all structures and utilities shown on this plan. The Engineer-in-Charge of Survey of the City of Milwaukee, Milwaukee, Wis., is the authority on the location of all structures and utilities shown on this plan.

THE INFORMATION CONTAINED ON THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED ON THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED ON THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

REVISIONS: NUMBER 15, 2007
 NUMBER 14, 2007
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GRADING & EROSION CONTROL PLAN
 RE: IRON HORSE HOTEL
 PART OF NE 1/4 SEC. 32, T7N, R22E
 CITY OF MILWAUKEE, MILWAUKEE CO., WI.
 JARBER & JARBER ASSOCIATES, INC.
 PLANNERS & PROFESSIONAL ENGINEERS
 211 N. WISCONSIN ST., SUITE 200
 MILWAUKEE, WISCONSIN 53202
 SCALE: 1" = 20'
 CHECKED BY: J.S.C. DATE: AUGUST 21, 2007
 DRAWN BY: J.S.C. DATE: AUGUST 21, 2007
 PROJECT NUMBER: 798
 SHEET NUMBER: 798
 OF 7

WISCONSIN CENTRAL LIMITED RAILROAD R.O.W.



- LEGEND:
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4 April 2008

Mr. Tim Dixon
Dixon Development, LLC.
1830 North Hubbard Street
Milwaukee, WI 53212

Re: Iron Horse Hotel-Cost Breakout for Site Work

Dear Tim,

At your request, we have considered the potential scope of site work as per the drawings by Kubala Washatko Architects, dated 01 February 2007. As well, we have taken into consideration the group discussion input from yesterday's meeting. Our proposed scope is as follows:

Provide existing roadway/sidewalk/curb & gutter removal	\$75,000.00
Provide site work storm/sewer/water modification allowance of \$75,000.00	\$75,000.00
Provide excavation for all site work	\$60,000.00
Provide landscaping allowance of \$20,000.00	\$20,000.00
Provide footings and board-formed retaining wall system	\$73,625.00
Provide new concrete parking lot	\$156,480.00
Provide new concrete curb & gutter	\$14,000.00
Provide new concrete sidewalks and stairs	\$31,320.00
Provide new concrete terraces and docks	\$53,790.00
Provide parking lot striping and ADA signage	\$5,000.00
Provide ornamental fence at top of retaining wall	\$40,375.00
Provide site lighting allowance of \$25,000.00	\$25,000.00
	Subtotal
General Conditions	\$629,590.00
Construction Fee	\$37,775.00
General Liability Insurance	\$33,368.00
	<u>\$6,296.00</u>
	TOTAL
	\$707,029.00

NOTE: Approximately 50% of this work will be completed by an MBE Certified contractor.

Assumptions/Clarifications/Exclusions:

1. Should you desire integral stained concrete for the parking lot, please add \$117,838.00.
2. All canopies are excluded
3. All signage pylons are excluded
4. All railings at stairs, ramps and terraces/docks are excluded

Thank you for the opportunity, Tim. Please let us know how you wish to proceed.

With best regards,

J. Mark Lathers

EXHIBIT B
EBE AGREEMENT
(Attached)

EMERGING BUSINESS ENTERPRISE AGREEMENT

FOR

500 West Florida "Iron Horse Development"

This Emerging Business Enterprise Agreement is entered into by and between the CITY OF MILWAUKEE (hereinafter the "CITY"), and Rider Hotel, LLC (hereinafter "DEVELOPER").

WHEREAS, the aforementioned parties to this Agreement acknowledge and understand that this Agreement shall become part of that certain Iron Horse-500 West Florida Street Public Infrastructure Development Agreement dated May 5, 2008 (the "Development Agreement").

WHEREAS, DEVELOPER acknowledges that the CITY have established policies regarding the utilization of Emerging Business Enterprises ("EBEs") which are consistent with Chapter 360 of the Milwaukee Code of Ordinances (Copy available upon request).

WHEREAS, DEVELOPER agrees that the provision of the above-referenced Development Agreement was conditioned upon the DEVELOPER and its agents agreeing to reach a requirement of 18% EBE participation in the construction of said PROJECT (as defined below).

I. DEFINITIONS

- A. EMERGING BUSINESS ENTERPRISE ("EBE") is a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage, as defined in Chapter 360 of the Milwaukee Code of Ordinances. The individuals must have day-to-day operational and managerial control, interest in capital, financial risks and earnings commensurate with the percentage of their ownership. Emerging Business Enterprises are certified as such by the City of Milwaukee Certification Program. **It is important to note that those businesses that were certified under the old name (Disadvantaged Business Enterprise (DBE)) will continue to qualify for the program.**
- B. JOINT VENTURE is an association of two (2) or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.
- C. PROJECT is the design and construction of certain improvements, including without limitation the following: storm sewer relocation, cast in place concrete

of contracts or subcontracts being awarded to EBE businesses would increase. Include where appropriate, the breaking down of contracts or subcontracts into smaller, economically feasible units to facilitate EBE participation.

7. Negotiate in "good faith" with interested EBEs, not rejecting EBE bids as unqualified or too high without sound reasons based on a thorough review of the bid submitted and maintain documentation to support the rejection of any EBE bid. Bids that are not cost effective, and/or time prohibitive will be considered "rejectable" bids. (See **Exhibit 2 Bid Rejection Form**).
 8. Utilize the services available from public or private agencies and other organizations in identifying EBEs available to perform the work.
 9. Include in PROJECT bid documents and advertisements an explanation of PROJECT requirements for EBE participation to prospective contractors and subcontractors.
 10. As necessary and when ever possible, facilitate the following:
 - a) Joint ventures, limited partnerships or other business relationships intended to increase EBEs' areas of expertise, bonding capacity, credit limits, etc.
 - b) Training Relationships
 - c) Mentor/protege Agreements
- B. If the DEVELOPER completes the aforementioned activities and demonstrates "good cause" for not meeting the 18% requirement for EBE participation, it shall be deemed that the DEVELOPER has acted in "good faith" to achieve the requirement.
- C. If at any point during this contract term, the DEVELOPER meets or exceeds the 18% EBE requirement in conjunction with said PROJECT, it shall be deemed that the DEVELOPER has achieved or exceeded the CITY's EBE requirement, for the purposes of fulfilling the terms of this Agreement.
- D. Contract or subcontract amounts awarded to EBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the 18% EBE participation requirement.
- III. DEVELOPER agrees to report to the City's EBEP Manager on Developer's utilization of EBEs in its contracting activities of the aforementioned PROJECT, pursuant to Chapter 360 of the Milwaukee Code of Ordinances. In order to monitor the Project's EBE participation, the CITY requires, and DEVELOPER agrees to take the following steps:
- A. Provide a list of all categories of work on the above-described PROJECT with budget allowances, for which bids will be solicited and highlight those categories, based upon Developer's knowledge and experience, which are conducive to EBE

IN WITNESS WHEREOF, the parties have executed this EBE AGREEMENT

This _____ day of _____ of 2008.

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

By: _____
Michael J. Daun, Deputy City Comptroller

RIDER HOTEL, LLC, a Wisconsin limited liability company

BY DIXON DEVELOPMENT, LLC, a Wisconsin limited liability company, its sole member

BY _____
Timothy J. Dixon, Manager

Approved as to form and execution this _____ day of _____, 2008.

City Attorney

BY DIXON DEVELOPMENT, LLC, a
Wisconsin limited liability company, its sole
member

BY _____
Timothy J. Dixon, Manager

Approved as to form and execution this 9th day of May, 2008.

Ken P. Sullivan
Asst City Attorney

**EXHIBIT A
EBE MARKETING PLAN**

PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times
(Published weekly)
1938 North King Drive
Milwaukee, WI 53212
Tele. No: (414) 263-5088
Fax: (414) 263-4445
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

The Milwaukee Courier
(Published weekly)
2431 West Hopkins Street
Milwaukee, WI 53206
Tele No: (414) 449-4860
Fax: (414) 449-4872
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Milwaukee Community Journal, Inc.
(Published twice weekly)
3612 North King Drive
Milwaukee, WI 53212
Tele No: (414) 265-5300
Fax: (414) 265-1536
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

The Spanish Times, Inc.
(Published weekly)
425 W. National Ave.
Milwaukee, WI 53204
Tele No: (414) 672-0929
Fax: (414) 672-9900
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Daily Reporter
(Published daily M-F)
704 West Wisconsin Avenue
Milwaukee, WI 53233
Tele No: (414) 276-0273
Fax: (414) 276-8057
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

**EXHIBIT B
EBE MARKETING PLAN**

COMMUNITY AGENCY CONTACTS

Milwaukee Urban League
2802 West Wright Street
Milwaukee, WI 53210
(414) 374-5850
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Hmong Chamber of Commerce
3726 W. National Avenue
Milwaukee, WI 53215
(414) 649-8331 Fax: 649-8115
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Milwaukee Minority Chamber of Commerce
509 West Wisconsin Avenue, Suite 606
Milwaukee, WI 53203
(414) 226-4105
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Lao Family, Inc.
2331 W. Vicau Place
Milwaukee, WI 53204
(414) 385-3380 Fax: 385-3386
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

Hispanic Chamber of Commerce
816 West National Avenue
Milwaukee, WI 53204
(414) 643-6963 Fax: 693-6994
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

National Minority Contractors' Association
3100 W. Concordia Street
Milwaukee, WI 53216
(414) 449-0837 Fax: 803-0786
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

African American Chamber of Commerce
6203 W. Capitol Drive
Milwaukee, WI 53216
(414) 462-9450 Fax: 462-9452
Contacted _____ yes _____ no
Contact Person _____
Date and Time _____

**EMERGING BUSINESS ENTERPRISE (EBE)
SOLICITATION FORM**

Name & Address of EBE Firm _____

Name of Individual Contacted _____ Phone Number _____

Type of Work _____ Date and Time of Contact _____

Quotation or Proposal Received _____

REMARKS: THESE SHOULD INCLUDE ANY FOLLOW UP ACTIONS. IN THE EVENT THAT THE EMERGING BUSINESS ENTERPRISE WILL NOT BE UTILIZED, INCLUDE AN EXPLANATION OF THE REASON (S) WHY THE FIRM WILL NOT BE USED. FOR EXAMPLE: IF THE ONLY REASON FOR NON-UTILIZATION WAS PRICE, THE EXPLANATION SHOULD REFLECT WHAT STEPS WERE TAKEN TO REACH A COMPETITIVE PRICE LEVEL.

REMARKS:

**Emerging Business Enterprise Program (EBEP)
Rejection Form**

Name & Address of EBE Firm	Type of Work	Bid Submitted by EBE	Actual Award	Reason for bid rejection	Approved by
1.					
2.					
3.					
4					
5.					

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

1. List the month that the report is being submitted. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the official Purchase Order or Contract Number, as represented on the contract or purchase order.
6. List the project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Prime contractor's total dollar amount paid to each EBE firm(s), for the month being reported, for service performed and/or materials supplied.
11. List the EBE percentage goal on this project and the dollar amount.
12. List the name of the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY.
FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.**

**DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM**

Form D - EBE MONTHLY REPORT

(1) Report for the Month of _____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of service performed and/or material supplied _____

(5) Purchase Order /Contract# _____ (6) Project Number _____

(7) Start Date: _____ (8) Prime Contractors Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor YTD \$: _____

(11) EBE % goal _____ and \$ goal _____

List all EBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach EBE Payment Certification Form (Form E).**

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

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

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

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

(14) Date _____

Note: This form should be submitted no later than the 20th of every month to DOA-Emerging Business Enterprise Program, Room 606, City Hall, 200 E. Wells, Room 606, Milwaukee, WI or fax to (414) 286-8752.

CITY OF MILWAUKEE – DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

EBE SUBCONTRACTOR PAYMENT CERTIFICATION

EBE Subcontractor's Firm Name: _____

Prime Contractor Name: _____

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

This certificate is to be signed by the EBE subcontractor firm that was utilized in connection with the above contract, either for service performed, and/or as a supplier. Attach this form to the Prime Contractor's final FORM D (EBE Monthly Report) and return to:

Department of Administration
Emerging Business Enterprise Program
City Hall – Room 606
200 East Wells St
Milwaukee, W 53202
(or fax to 414-286-8752)

I _____ hereby certify that our firm has received
(PLEASE PRINT NAME)
\$ _____ from _____
(PRIME CONTRACTORS NAME)
for subcontract work performed and/or material supplied on the above contract.

Signature & Title _____ Date: _____

Subcontractor

Signature & Title _____ Date: _____

Prime Contractor

**NOTE: THIS FORM MUST BE ATTACHED TO PRIME CONTRACTORS FINAL FORM D
(EBE MONTHLY REPORT)**

CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
 EMERGING BUSINESS ENTERPRISE PROGRAM
 EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTOR'S NAME: _____ CONTRACT NAME OR NUMBER: _____

START DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

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

EBE FIRMS) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/R SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	AUTHORIZED EBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1					
2					
3					
4					

Authorized Signature: _____ Print Name & Title: _____

RETURN THIS FORM TO DOA-EMERGING BUSINESS ENTERPRISE PROGRAM
THIS FORM MUST BE SUBMITTED WITH THE PRIME CONTRACTORS BID.

Reviewed By: _____ PROJECT MANAGER TITLE _____ Date: _____

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