



**Department of City Development**

Housing Authority  
Redevelopment Authority  
City Plan Commission  
Historic Preservation Commission

November 10, 2004

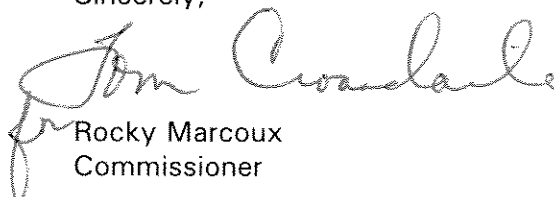
Mr. Ronald D. Leonhardt  
City Clerk  
City Hall, Room 205  
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed original of the Development Fund Grant Agreement for the Columbia Square Project, identified as Contract No. 04-092 (CM), dated November 5, 2004, between the City of Milwaukee and the North Avenue Community Development Corporation.

Please insert this agreement into Common Council Resolution File No. 040413, adopted July 27, 2004.

Sincerely,



Rocky Marcoux  
Commissioner

Enclosure



Contract No. 04-092 (CM)

**DEVELOPMENT FUND  
GRANT AGREEMENT**

**Columbia Square Project  
3300 West North Avenue**

**Development Fund  
Grant Agreement**

**Columbia Square Project  
3300 West North Avenue**

This GRANT AGREEMENT is made and entered into as of the <sup>NOV.</sup> 5<sup>th</sup> day of ~~September~~, 2004 by and between the City of Milwaukee, a Wisconsin municipal corporation ("CITY") and the North Avenue Community Development Corporation, a Wisconsin not-for-profit corporation ("GRANTEE").

**WITNESSETH**

WHEREAS, Common Council Resolution File No. 040413 authorizes the transfer and expenditure of \$75,000.00 from the Development Fund in the form of a grant to the Grantee for the Columbia Square Project located at 3300 West North Avenue ("PROJECT"); and

WHEREAS, The PROJECT is being undertaken in conjunction with the revitalization of the North Avenue Gateway Commercial District; and

WHEREAS, The PROJECT consists of the construction of 22 new affordable apartment units and approximately 6,700 square feet of retail space located within the boundaries of the North Avenue Gateway Commercial District, Business Improvement District No. 28 and Tax Incremental District No. 40; and

WHEREAS, The Term Sheet ("Term Sheet") attached to Common Council Resolution File No. 040413 approves grant funds in the amount of \$75,000.00 of Development Fund Catalytic Project Area Funds to be applied to the cost of non-construction related expenditures of GRANTEE in conjunction with the implementation of the PROJECT (the "Grant"); and

WHEREAS, The preconditions for distribution of Grant proceeds set forth in the Term Sheet had been fulfilled by GRANTEE.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, the parties agree as follows:

**I.  
AWARD**

CITY hereby awards a Development Fund Grant in the amount of \$75,000.00 to GRANTEE for non-construction related expenditures of GRANTEE in conjunction with the PROJECT. GRANTEE agrees to undertake and implement the PROJECT in accordance with the terms of this Grant Agreement and the Term Sheet and to complete the PROJECT not later than April 1, 2005.

## II. GRANTEE REQUIREMENTS

In the implementation of the PROJECT GRANTEE shall:

- A. Complete the PROJECT in substantial accordance with plans and specifications approved by CITY's Commissioner of City Development.
- B. Expend all Grant proceeds on non-construction related costs of the PROJECT.
- C. Establish and maintain records and file reports with CITY's Commissioner of City Development as hereinafter set forth. Keep and maintain books, records, and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of all Grant proceeds and the total costs of all activities undertaken with Grant proceeds. All such books, records and documents shall be maintained for a period of seven (7) years following completion of the PROJECT.
- D. Allow CITY's Commissioner of City Development, CITY's Comptroller, and their designees and agents, at any time during normal business hours, to undertake examination of all of GRANTEE's books, records and documents with respect to all matters covered by this Grant Agreement and the PROJECT and permit such CITY representatives to audit, examine and make copies of all contracts, invoices, materials, payroll records, and other data relating to the activities funded pursuant to this Grant Agreement.
- E. Apply with all applicable City, State, and Federal laws, rules and regulations applicable to entities such as GRANTEE receiving funding through CITY. Provide credit to the City of Milwaukee in brochures, news releases, program publications and other printed materials in the following manner:

"This Project is funded in part through a grant from the City of Milwaukee through the Development Fund-Catalytic Project Area Fund"
- F. Not discriminate against any person participating in the PROJECT and activities funded in whole or in part with Grant proceeds, any employee or tenant of the PROJECT or any applicant for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation, or national origin.
- G. Enter into an Emerging Business Enterprise Agreement, in the form attached hereto as Exhibit "A", upon execution of this Grant Agreement and comply with all of the requirements of the EBE Agreement in its implementation of the PROJECT as a whole.
- H. Indemnify and hold the CITY, its officers, employees, and agents harmless from and against any and all losses, claims, damages, expenses, and all suits in equity or actions of law arising from, in connection with or as a result of the implementation of the PROJECT or any actions of GRANTEE undertaken pursuant to this Grant Agreement. Nothing the

foregoing indemnity shall protect the CITY, its officers, officials, employees, and agents from their own default, active negligence or misconduct.

**III.  
CITY REQUIREMENTS**

CITY shall:

- A. Acting through the proper CITY officials, transfer \$75,000.00 from the Development Fund Parent Account to the Columbia Square Project Account No. UR03396000.
- B. Upon receipt of invoices and other evidence from GRANTEE reflecting expenditures for non-construction related costs of the PROJECT to be funded utilizing Grant proceeds, Grant proceeds shall be disbursed to GRANTEE by CITY pursuant to procedures approved by CITY's Commissioner of City Development.

**IV.  
NOTICES**

All notices under this Grant 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:

To The CITY:           City of Milwaukee Department of City Development  
809 North Broadway  
Milwaukee, WI 53202  
Attn: Commissioner

To GRANTEE:           North Avenue Community Development Corporation  
3624 W North Avenue, Suite 202B  
Milwaukee WI 53208  
Attn: Damon Dorsey

**V.  
BINDING EFFECT/ASSIGNMENT**

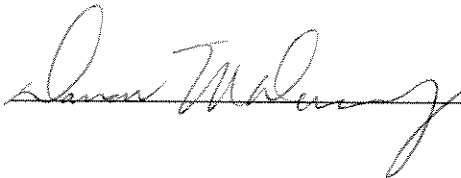
This Grant Agreement shall be binding upon and insure to the benefit of CITY, GRANTEE, their successors and permitted assigns. GRANTEE shall not assign any interest in this Grant Agreement without the prior written consent of CITY.

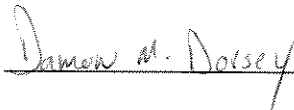
**VI.  
TERMINATION**

In the event that GRANTEE fails to comply with any of the terms or provisions of this Grant Agreement or the Term Sheet, CITY may terminate this Grant Agreement upon five (5) days written notice.


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

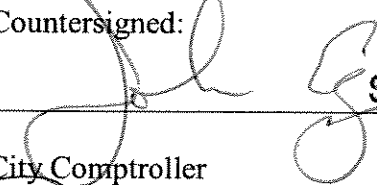
**NORTH AVENUE COMMUNITY  
DEVELOPMENT CORPORATION:**


  
\_\_\_\_\_

  
\_\_\_\_\_

**CITY OF MILWAUKEE:**

  
\_\_\_\_\_   
Tom Barrett, Mayor

Countersigned:   
\_\_\_\_\_ **SPECIAL DEPUTY**  
City Comptroller *lw*

  
\_\_\_\_\_   
Ronald D. Leonhardt, City Clerk

Approved as to form and execution this  
5 day of Nov, 2004.

  
\_\_\_\_\_   
Thomas O. Gartner  
Assistant City Attorney

1089-2004-2447:85454





**EMERGING BUSINESS ENTERPRISE AGREEMENT  
FOR THE  
COLUMBIA SQUARE PROJECT**

**THIS EMERGING BUSINESS ENTERPRISE AGREEMENT** is entered into by and between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, (hereinafter the "CITY"), and North Avenue Community Development Corporation, a Wisconsin not-for-profit corporation (hereinafter "DEVELOPER").

**WHEREAS**, DEVELOPER and CITY have entered into a Grant Agreement for the Columbia Square Project (the "Project") which is to be funded, in part, through a Development Fund Grant from the City of Milwaukee.

**WHEREAS**, DEVELOPER acknowledges that the CITY has established policies regarding the utilization of Emerging Business Enterprise ("EBE") consistent with Chapter 360 of the Milwaukee Code of Ordinances.

**WHEREAS**, DEVELOPER acknowledges that the CITY's assistance through the Development Fund Grant is conditioned upon the DEVELOPER and its agents agreeing to attain a minimum 18% EBE participation in the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, **IT IS AGREED**:

**I. DEFINITIONS**

- A. The 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. EBEs 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.

## II. EMERGING BUSINESS ENTERPRISE PROGRAM

- A. DEVELOPER agrees to report to the CITY's Emerging Business Enterprise Program (EBEP) Manager regarding its utilization of EBEs in its contracting activities for the Project for Project work performed by DEVELOPER. DEVELOPER agrees to:
- (1) Provide a list of all categories of work on 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 EBE participation, prior to bids being solicited. (See Attachment: Exhibit A)
  - (2) Submit an EBE Monthly Report to CITY's EOEP Office the 20<sup>th</sup> of each month on the form attached as Exhibit B.
- B. DEVELOPER and its agents, in developing and constructing the Project, agree to utilize EBEs, as defined in Chapter 360, Milwaukee Code of Ordinances, for a minimum 18% of the total Project costs deemed eligible pursuant to EBE guidelines:
- (1) Demonstrable efforts, when exercised by DEVELOPER in conjunction with the Project, is defined as DEVELOPER completing the following activities, as appropriate:
    - a. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance (Exhibit C).
    - b. Provide interested EBEs and the agencies listed in Exhibit D, with adequate information about Project plans, specifications, and contract/subcontract requirements at least two weeks prior to the contract bidding process.
    - c. Conduct pre-bid conferences and a pre-bid walk-through two (2) weeks in advance of the contract bid date, as appropriate.
    - d. Provide written notice to all pertinent construction trades and professional services EBEs listed in the current City of Milwaukee Directory, soliciting their services in sufficient time (at least 2 weeks) to allow those businesses to participate effectively in the contract bidding process. To identify EBEs for the Project, utilize the current *Official City of Milwaukee EBE Directory* published by

the City of Milwaukee Emerging Business Enterprise Program. The directory can be accessed on-line at:

[www.milwaukee.gov](http://www.milwaukee.gov)

Follow-up with EBEs who show an interest in the Project during the initial solicitation process (See **Exhibit E - EBE Solicitation Form**).

- e. 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 F - Bid Rejection Form**).
  - f. Utilize the services available from public or private agencies and other organizations in identifying EBEs available to perform the work.
  - g. Include in Project bid documents and advertisements an explanation of Project goals for EBE participation to prospective contractors and subcontractors.
  - h. As necessary and when ever possible, facilitate the following:
    - i) Joint ventures, limited partnerships or other business relationships intended to increase EBEs' areas of expertise, bonding capacity, credit limits, etc.
    - ii) Training Relationships
    - iii) Mentor/protege Agreements
- C. If the DEVELOPER completes the aforementioned activities and demonstrates "good cause" for not meeting the 18% goal for EBE participation, it shall be deemed that the DEVELOPER has acted in "good faith" to achieve the requirement.
- D. If 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 goal, for the purposes of fulfilling the terms of this Agreement.
- E. 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 goal.

F. CITY may impose any or all of the sanctions set forth in Section 360-08, Milwaukee Code of Ordinances, for violation of this Agreement, namely:

- (1) Withholding of payment;
- (2) Termination, suspension or cancellation of the Grant Agreement; or
- (3) Denial to participate in any further contracts awarded by the CITY.


G. DEVELOPER agrees it may be liable for liquidated damages to the CITY for that percentage of the total Project dollars, which represent the difference between the EBE participation goal herein defined, as reduced by "rejectable" or "nonresponsive" bids as set forth above, and the actual EBE participation attained during the Project. Prior to the imposition of any liquidated damages hereunder, the CITY must demonstrate that the DEVELOPER failed to undertake the actions set forth in sec. III.A. of this Agreement in attaining EBE participation in said Project.

### III. RESIDENTS PREFERENCE PROGRAM

DEVELOPER shall use best efforts to utilize unemployed residents of the Community Development Block Grant area for up to 21% of the total Project hours for work by DEVELOPER and deemed eligible pursuant to the CITY's Residents Preference Program Guidelines.

IN WITNESS WHEREOF, the parties have executed this EBE Agreement as of the \_\_\_\_ day of September, 2004.

**NORTH AVENUE COMMUNITY  
DEVELOPMENT CORPORATION**

  
By: *Jamon M. Dorsey*

**CITY OF MILWAUKEE**




By: Tom Barrett  
Mayor



By: Ronald D. Leonhardt  
City Clerk

**COUNTERSIGNED:**

  
By: \_\_\_\_\_ SPECIAL DEPUTY  
City Comptroller *clw*

**EXHIBIT A**

**CATEGORIES OF WORK**

**CONSTRUCTION BUDGET FOR :  
COLUMBIA SQUARE PROJECT**

<b><u>WORK DESCRIPTION</u></b>	<b><u>BUDGET</u></b>
ACQUISITION	\$1
CONSTRUCTION	\$2,784,255
FEEES AND SOFT COSTS	\$682,481
FINANCING COSTS	\$162,463
TAX CREDIT & SYNDICATION FEES	\$67,800
START-UP COSTS, RESERVES & ESCROWS	\$150,000
<b>TOTAL</b>	<b>\$3,847,000</b>

**EBE Minimum Requirement: \$3,847,000 x 18% = \$692,460**

**\*\*Acceptable EBE Supplier Amount: \$692,460 x 20% = \$138,492**

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

**EBE MONTHLY REPORT**

(1) Report for the Month of \_\_\_\_\_ (Final: yes \_\_\_ no \_\_\_)

(2) Prime Contractor/Firm \_\_\_\_\_

(3) Full Address & Phone Number: \_\_\_\_\_

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

(5) Purchase Order /Contract # \_\_\_\_\_ (6) Project Number \_\_\_\_\_

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

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

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

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

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

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

(12) Report Prepared By: \_\_\_\_\_  
(Name) (Title) (Phone Number)

(13) Authorized Signature: \_\_\_\_\_  
(Name) (Title) (Phone Number)

(14) Date \_\_\_\_\_

Note: This form should be submitted no later than the 20<sup>th</sup> of every month to Department of City Development, 809 N. Broadway, Milwaukee WI 53202 or fax to (414) 286-5467, Attn: Joel Brennan

**EXHIBIT C  
EBE MARKETING PLAN**

**PUBLICATIONS/ADVERTISING CONTACTS**

Milwaukee Times  
(Published weekly)  
2216 North King Drive  
Milwaukee, WI 53212  
Tele. No: (414) 263-5088  
Fax: (414) 263-4445  
Contacted \_\_\_\_\_ yes \_\_\_\_\_ no  
Contact Person \_\_\_\_\_  
Date and Time \_\_\_\_\_

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

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

The Spanish Times, Inc.  
(Published weekly)  
505 South 5th Street  
Milwaukee, WI 53204  
Tele No: (414) 276-0222  
Fax: (414) 276-0703  
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 D**  
**EBE MARKETING PLAN**

**COMMUNITY AGENCY CONTACTS**

Milwaukee Urban League  
2802 West Wright Street  
Milwaukee, WI 53210  
(414) 374-5857  
Contacted \_\_\_\_\_yes \_\_\_\_\_no  
Contact Person \_\_\_\_\_  
Date and Time \_\_\_\_\_

Hmong Chamber of Commerce  
3726 W. National Avenue  
Milwaukee, WI 53215  
(414) 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. Vieau Place  
Milwaukee, WI 53208  
(414) 385-3380  
Contacted \_\_\_\_\_yes \_\_\_\_\_no  
Contact Person \_\_\_\_\_  
Date and Time \_\_\_\_\_

Hispanic Chamber of Commerce  
816 West National Avenue  
Milwaukee, WI 53204  
(414) 643-6963  
Contacted \_\_\_\_\_yes \_\_\_\_\_no  
Contact Person \_\_\_\_\_  
Date and Time \_\_\_\_\_

National Minority Contractors' Association  
4380 North Green Bay Avenue  
Milwaukee, WI 53209  
(414) 265-5800  
Contacted \_\_\_\_\_yes \_\_\_\_\_no  
Contact Person \_\_\_\_\_  
Date and Time \_\_\_\_\_

Milwaukee Minority Business Development Center  
3929 North Humboldt Boulevard  
Milwaukee, WI 53212  
(414) 332-1660  
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:**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**EXHIBIT F**

**Emerging Business Enterprise (EBE)  
Rejection of Bid Form**

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

09-23-04  
1089-2004-2447  
85459