

the summary report given in subparagraph 5.a. Should any portion of the actual cost of the Project not be eligible for funding pursuant to law, the City will seek reimbursement for such ineligible costs in a manner determined by the City in its sole discretion.

- c. Failure of Developer to comply with the provisions of this Paragraph 5 constitutes an Event of Default.

SECTION 15. GOOD FAITH EFFORTS TO EMPLOY MINORITY BUSINESS ENTERPRISES, WOMEN BUSINESS ENTERPRISES, AND PROVIDE EMPLOYMENT OPPORTUNITIES FOR KENOSHA COUNTY RESIDENTS

A. INTENT.

It is the intent of Developer to successfully establish relationships with certified Targeted Business Enterprise construction contractors and professional service providers to participate on construction and professional service contracts awarded for the completion of this Project. It is also the intent of Developer to provide employment opportunities for Kenosha County Residents.

B. GOALS.

With regard to Work on the NMOB, the Public Parking Structure on City Block E, public infrastructure that will be dedicated to the public through action by this Agreement, or any Work funded in whole or in part by TIF funding, Developer has agreed to consider utilizing such MBEs, WBEs and labor from the Kenosha County area in connection with this Agreement. The Developer agrees to use good-faith efforts:

1. To designate an individual on the project that will dedicate a portion of their time to ensuring the TBE and the Kenosha-County-residence employment goals are met;
2. To direct its general contractor(s) to actively seek out TBE firms;
3. To utilize certification directories of MBEs and WBEs maintained by the State of Wisconsin Department of Administration's Supplier Diversity Program or the Wisconsin Department of Transportation; and/or seek out firms certified as either MBE or WBE by other local directories to locate TBE firms;
4. To publish notices to bid with various organizations, groups and industries that support the efforts of the TBE community so that Developer may reach TBE firms that it may not be familiar with Developer and its project;
5. Where appropriate, to reduce various scopes of work to a scale that makes bidding the work feasible for TBE firms that are not equipped to take on larger scale project; and
6. To use good-faith efforts to accomplish the following goals:

- a. to purchase twelve percent (12%) of purchased goods and services provided under this Agreement from MBEs, related to the overall dollar amount expended each year;
- b. to purchase three percent (3%) from WBEs, related to the overall dollar amount expended each year; and
- c. to employ Kenosha County Residents for fifteen percent (15%) of the project hours utilized by the construction, building trades in the construction of the Work as related to the overall amount of hours worked by the members of the building-trades each year on the Work.

C. REPORT ON PROGRESS TOWARD GOALS.

TBE utilization reports, reports on residential hiring, and on apprenticeship participation must be submitted to the Director of City Development on a quarterly basis from commencement of project.

SECTION 16 – GENERAL PROVISIONS

A. NOTICES.

Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other must be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, transmitted by facsimile, delivered by a recognized overnight carrier, or delivered personally to the following addresses:

If to the Developer: New Kenosha LLC
 Attn: Joseph M. Chernelich
 205 Indian Ridge Drive
 Brookfield, Wisconsin 53005

with a copy to: Ed Gaussein
 730 W. Randolph, Suite 500
 Chicago, Illinois 60661

If to the City: City of Kenosha
 City Clerk/Treasurer
 625 5nd Street, Room 105
 Kenosha, Wisconsin 53140

with a copy to: City Administrator
 625 5nd Street, Room 300
 Kenosha, Wisconsin 53140