



Department of City Development

Housing Authority  
Redevelopment Authority  
City Plan Commission  
Historic Preservation Commission  
NIDC

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

April 26, 2006

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

Dear Mr. Leonhardt:

Enclosed is a fully executed original of a Cooperation Agreement, identified as Contract No. 05-158 (RA), dated March 14, 2006, between the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee and Riverworks Development Corporation for preparation of the northeast side area plan for Milwaukee, Wisconsin.

Please insert this agreement into Common Council Resolution File No. 041371, adopted February 22, 2005.

Sincerely,

for Rocky Marcoux  
Executive Director-Secretary  
Redevelopment Authority  
of the City of Milwaukee

Enclosure

**COOPERATION AGREEMENT  
FOR PREPARATION OF  
THE NORTHEAST SIDE AREA PLAN FOR  
MILWAUKEE, WI**

This Agreement, dated this 14<sup>th</sup> day of March, 2006, is entered into by and between the City of Milwaukee ("City"), a municipal corporation, and the Redevelopment Authority of the City of Milwaukee ("RACM"), a public body corporate and politic created and existing under the laws of the State of Wisconsin, and the Riverworks Development Corporation ("Riverworks").

**WITNESSETH:**

WHEREAS, the parties have determined that an Area Plan is needed to guide the further development of the Northeast Side of the City of Milwaukee; and

WHEREAS, the parties have determined the scope of work to be completed, methods to be used, products to result, and likely costs associated with the Area Plan; and

WHEREAS, the City, by Common Council Resolution File No. 041371, adopted February 22, 2005, has authorized the proper City officers to execute this Agreement on the City's behalf and provided funds for the City's portion of the cost; and

WHEREAS, RACM, by Resolution No. 9796, adopted January 19, 2006, has approved this Agreement and authorized the proper RACM officers to execute this Agreement on RACM's behalf.

NOW, THEREFORE, the parties for good and sufficient consideration as herein expressed, agree as follows:

**ARTICLE I  
CITY ACTIVITIES**

- A. The City, through the Commissioner of City Development ("Commissioner") or his designee, shall assist RACM in the performance of its responsibilities under this Agreement. The Commissioner or his designee shall complete the reviews and approvals described in Article II.B. promptly so as not to delay the progress of these activities.

- B. The City shall provide a portion of the cost of the Area Plan preparation described in Article II of this Agreement, in an amount of \$75,000 with variances not to exceed 10%. The City's funds shall be advanced to RACM for its costs that will be incurred, upon receipt by the City of an executed copy of this Agreement.

**ARTICLE II  
RACM ACTIVITIES**

- A. RACM, through its Executive Director, shall manage the preparation of the Area Plan including the following tasks:
1. Convene a contract management team composed of RACM staff and City staff designated by the Commissioner and representatives of the other parties to this Agreement to provide technical assistance in the tasks that follow.
  2. Solicit and retain consultants qualified to complete preparation of the Area Plan based on the consultants' responses to the "Request for Proposals", which is attached as Exhibit 1.

As used herein, the term *consultants* refer both to an individual consulting firm and/or to a team composed of several firms.

- B. RACM, through its Executive Director or his designee, shall maintain close communication with the Commissioner and the representatives designated by the other parties and shall obtain their review and approval of the consultants to be retained, the consultants' contract, and the final documentation of the area plan ("deliverables"). RACM shall not cease or suspend work on the activities under this Agreement without first receiving the approval of the other parties to this Agreement.

**ARTICLE III  
RIVERWORKS DEVELOPMENT CORPORATION ACTIVITIES**

- A. Riverworks agrees to assist in the preparation of the Area Plan by:
1. Maintaining, through its Executive Director or his designee, a close liaison with RACM;

2. Providing such data, maps, and relevant studies as exist in its files and are needed by RACM for the preparation of the Area Plan;
  3. Promptly completing the review and approval of reports so as not to delay work in progress; and
  4. Participating with the other parties in the public involvement activities associated with the Area Plan preparation, in particular, with outreach to residents and interested businesses, organizations and institutions.
- B. Riverworks shall be the collector and holder of community partner pledged funds. Funds shall be held in a separate trust account set up specifically for the Northeast Side Area Plan. Within ten (10) days of receipt of any community partner check, Riverworks shall send RACM a copy of the check and receipt issued. Monthly bank statements shall also be sent to RACM for the duration of the time the account is open.

Upon written request from the Commissioner, Riverworks will send the total community funds, not to exceed \$75,000 to RACM as the community match of the cost of the Area Plan preparation described in Article II of this Agreement. Riverworks will maintain an open account for the purpose of additional funds to be raised, if necessary, for at least twelve (12) months after opening of the account. Upon closing of the account, Riverworks will send a final bank statement showing the balance to be \$0.

#### **ARTICLE IV TIME OF PERFORMANCE**

The parties shall attempt to complete the activities described herein on or before December 31, 2007. The time of performance under this Agreement may be extended by mutual consent of the parties hereto.

#### **ARTICLE V RECORD KEEPING AND RECORD ACCESS**

- A. Complete and accurate financial books and records accounting for the use and expenditure of City resources and community partner pledges are to be kept. Such books and records shall be maintained in accordance with generally accepted accounting principles (GAAP) and shall be sufficient to facilitate an audit or examination by an independent certified public accountant.
- B. The City Comptroller or any duly authorized representatives and agents of the City shall have the right to examine, inspect, transcribe and audit at any time during

normal business hours, and upon reasonable notice, all books, records, maps, plans, financial statements, and all other documents related to compliance with this Agreement, whether in paper, electronic or other form. It is the responsibility of RACM to produce the materials requested.

**ARTICLE VI  
NOTICES**

Any written notices regarding this Agreement shall be sent to:

A. For RACM:

Mr. Joel Brennan  
Assistant Director  
Redevelopment Authority of the City of Milwaukee  
809 North Broadway, P.O. Box 324  
Milwaukee, WI 53201

B. For the City:

Mr. Rocky Marcoux  
Commissioner  
Department of City Development  
809 North Broadway, P.O. Box 324  
Milwaukee, WI 53201

C. For Riverworks:

Mr. Darryl Johnson  
Executive Director  
Riverworks Development Corporation  
303 E. Vienna Avenue  
Milwaukee, WI 53212

**ARTICLE VII  
EXHIBIT**

The following exhibit is incorporated herein and made a part hereof:

Exhibit 1: Request for Proposals – Northeast Side Area Plan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

[Signature]

Katherine H. Mallica

CITY OF MILWAUKEE

By [Signature]  
Tom Barrett, Mayor

By [Signature]  
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

By [Signature]  
W. Martin Morics, Comptroller

IN THE PRESENCE OF:

Kenneth L. Johnson

Theodore S. Bonis

REDEVELOPMENT AUTHORITY  
OF THE CITY OF MILWAUKEE

By [Signature]  
Kenneth L. Johnson, Chair

By [Signature]  
Rocky Marcoux, Executive Director

IN THE PRESENCE OF:

[Signature]

RIVERWORKS ECONOMIC  
DEVELOPMENT CORPORATION

By [Signature]  
Darryl Johnson, Executive Director

Approved as to Form and Content  
Dated 2/10/06

[Signature]  
Assistant City Attorney

Approved as to Form and Execution  
Dated March 22 '06

[Signature]  
Assistant City Attorney

**REQUEST FOR PROPOSAL**

**OFFICIAL NOTICE #XXXX  
Preparation of the Northeast  
Side Area Plan**

**Contact Person: Marge Schissler @ 414-286-5891  
[mschis@hacm.org](mailto:mschis@hacm.org)**

**CLOSING DATE:  
MONDAY, XXXXXXXX XX, 2006**

**REDEVELOPMENT AUTHORITY  
OF THE  
CITY OF MILWAUKEE**

**EXHIBIT 1**

**Notice #XXXX**  
**Request for Proposals**  
**Preparation of the**  
**Northeast Side Area Plan**

The Department of City Development (DCD) of the City of Milwaukee (the "City"), through the Redevelopment Authority of the City of Milwaukee (RACM), in partnership with Community Partners ("Partners"), is requesting proposals from qualified firms/individuals (the "Consultant") to prepare a Northeast Side Area Plan (map with boundaries attached). It is the City's intention that the plan will be adopted as part of the City's Comprehensive Plan.

**I. Background**

The City of Milwaukee is in the process of creating a Citywide Policy Plan, which will recommend broad policy for the entire city, and twelve Area Plans, which tailor specific recommendations to smaller geographic areas. The Northeast Side Plan is one of the City's twelve Area Plans.

The Northeast Side Area Plan will cover a broad and diverse segment of Milwaukee from Riverworks and UWM on the north to Brewers Hill and Brady Street on the south, Bronzeville and King Drive on the west to the lakefront (Bradford Beach to Pier Wisconsin) on the east—and everything in between.

The plan will provide a blueprint for future development of the area and will identify specific projects that will be undertaken to support that development. The plan will provide policies based on shared values that will shape the character of development for years to come. The plan will also outline an implementation strategy and a framework for community partnership.

The purpose of the Northeast Side Plan is to evaluate the assets and opportunities of the area in order to guide new development that builds upon its resources. The plan will do so in a context that responds to the area's history, natural areas, and cultural resources, encompassing community-planning work that has previously been done as well as planning efforts currently underway.

The organizational structure for the planning process is built on this partnership. The plan will be prepared through extensive public involvement and guided by two primary groups:

The Contract Management Team (CMT) is the core group that sets the original working budget, schedule, tasks, etc. and manages the contracts with hired consultants. The CMT will meet frequently to carry out the administrative day-to-day activities involved in a comprehensive planning process including, but not limited to: determining a method for and ensuring public participation, drafting of the document, and navigating through the approval process.

The Plan Advisory Group (PAG) will include representatives who will ultimately be responsible for implementing the plan. The PAG is responsible for making recommendations for public participation, plan development, and plan implementation. The PAG will also be responsible for reviewing the work being produced by the CMT at all major milestones of the planning process. The PAG will consist of approximately 50-100 members.



A staff member from the RACM and/or the City's Department of City Development will coordinate the project. For the purpose of efficiency, the RACM (City) prefers that the assigned Consultant be accessible to DCD on a regular and as needed basis. The Consultant and the Department will establish a regular communication format through which the RACM (City) can be kept current as to the plan's progress.

### **C. Products**

The Consultant shall provide deliverables and meetings as noted under Tasks One through Seven in the Scope of Services (attached).

All results from this contract will remain the property of the RACM (City). The RACM (City) will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with the RACM (City) prior to destroying any working papers or information stored on a computer or computer disk. The Consultant may release no information about this proposed comprehensive Area Plan without the RACM's (City's) prior authorization.

## **VI. Proposal Submission Requirements and Selection Procedures**

### **A. Proposal Contents**

Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged. None of the following should exceed one page in length.

#### **1. Title Page**

The title page should include "Request for Proposal #XXXX, Redevelopment Authority of the City of Milwaukee, Northeast Side Area Plan, the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

#### **2. Letter of Transmittal**

The letter of transmittal should concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

#### **3. Time and Cost Estimate**

The Consultant should provide a time and cost estimate for each project task from this RFP's Scope of Services.

The Consultant must provide an all-inclusive fee not to exceed \$70,000.

#### **4. Documentation of Past Experience and Qualifications**

- a) Information about the Consultant's experience in working on similar projects. Information should include project summaries, descriptions of the firm/individual's involvement in the projects, references who can be contacted regarding these projects, the dates the work was performed, whether the office proposed for this contract was the servicing office, and whether key persons assigned to these projects are still with the firm.

- All-inclusive project cost (a maximum of 10 points); and
- Minority, Women and Disadvantaged Business participation (a maximum of 5 points).

### **C. Contract Format**

A fixed price contract will be entered into between the Redevelopment Authority of the City of Milwaukee and the selected Consultant based upon the scope of work defined. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work. A Notice to Proceed will be issued for services required and will include the agreed-upon time for contract completion.

### **D. Submission Deadline**

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Marge Schissler. Questions must be sent in writing **no later than XXXXXXXX XX, 2006**. Questions raised after XXXXXXXX XX, 2006 will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet at [www.mkedcd.org/RFP](http://www.mkedcd.org/RFP) in the form of an addendum to this RFP by XXXXXXXX XX, 2006.

An original and ten copies of the proposal should be submitted to DCD's Bid Desk no later than 4:00 p.m., Monday, XXXXXXXX XX, 2006. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk  
Department of City Development  
809 N. Broadway, 2<sup>nd</sup> floor  
Milwaukee, WI 53202-3617

Proposal to be clearly marked: Official Notice #XXXX – Northeast Side Area Plan

incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by the RACM (City) of the services performed.

#### **7. Termination of Contract for Cause**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the RACM (City) shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the RACM (City), become the property of the RACM (City). Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM (City) for damages sustained by the RACM (City) by virtue of any breach of the contract by the Consultant.

#### **8. Sales Tax**

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

#### **9. Request for Proposal**

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the RACM (City) reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

#### **10. Miscellaneous**

The RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

#### **11. Indemnification Clause**

The Contractor agrees that it will indemnify, save and hold harmless the Redevelopment Authority and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments recovered from or asserted against the Redevelopment Authority or the City of Milwaukee on account of injury or damage to person or property to the extent that such damage or injury may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

2.3 Consultants will review the market analysis given to them from DCD.

2.4 Consultants will identify approximately 5-8 national and/or local examples of model development projects that could apply to the neighborhood conditions

Consultant will write up a one page summary sheet for each model project including:

- Context of project site
- Impetus for the project
- Action taken
- Outcome of the project
- Illustrations of project and its impacts
- Potential for the Milwaukee area being planned

### **Task 3: Analysis (Community Input)**

3.1 Consultant will conduct confidential interviews with key stakeholders to determine how current activities may influence future planning efforts and identify issues and opportunities. Interviewees will include representatives from non-profits and other community based organizations, active housing agencies, educational institutions, commercial/business associations, elected office, private industry, etc.

3.2 Consultants will conduct small group interviews with Project Management Team Members

3.3 DCD will revise the Image Preference and Household Surveys including the ranking and note taking sheets

3.4 DCD will conduct both surveys for the PAG and solicit their input. DCD will make revisions as necessary based on PAG comments

3.6 CMT members will administer the surveys in public participation events that occur over a period of approximately 3 months. CMT members will administer the surveys, engage participants in discussions about development and design preferences for the neighborhood, and record comments

3.7 DCD will tally the image rankings and based on the results of the surveys including the discussion notes, prepare a report and presentation summarizing the household information and neighborhood preferences for development

3.8 Consultant will gather input from a variety of stakeholders within 3 small, targeted focus groups. Focus groups should center around topics including housing, neighborhood retail, industry, open space, etc. Consultant will develop questions for each of the three focus groups and get CMT approval. Consultant will conduct the focus groups. Consultants will prepare and submit a summary of the focus group responses

3.9 Consultant will prepare a 4-5 page summary report that identifies findings based on national trends, market conditions for the project area, surveys, stakeholder interviews and focus groups

3.10 Consultant will prepare digital and paper maps and other graphics depicting findings of the analysis.

### **Task 4: Visioning: Community Workshops**

6.7 The CMT will produce media coverage, announcement and invitation to the Public Open House.

6.8 The CMT will conduct the Public Open House

6.9 DCD will type all comments into a summary document, and then prepare Final Draft and Executive Summary as needed

### **Task 7: Final Plan and Adoption**

7.1 Consultant will prepare the Final Draft Plan incorporating any changes needed based CMT revisions.

7.2 Consultant will send an electronic and one paper copy of the Final Draft Plan to DCD

7.3 DCD will conduct final edits and send to the Consultant. Consultant will revise Final Plan as needed and send back an electronic and one paper color copy to DCD

7.4 DCD will prepare the necessary class 1 public hearing notices, write the necessary council resolutions for adoption and conduct the required public hearings for Plan Commission, and Zoning Neighborhood Development Committee before going to the full Council for approval

7.5 DCD will send Consultant any last changes that may have arisen during the adoption cycle and will send consultant the cover for the plan in digital form

7.6 Consultant will revise as needed and send back an electronic copy as well as 35 color- printed and bound copies of the Final Plan.

- 1) One printed color copy of the Final Draft.
- 2) Adobe PDF files of the complete, assembled set of Final Draft in color on CDs.

#### **FINAL ADOPTED PLAN REQUIREMENTS**

Common Council adoption of a plan is required before the document is considered final.

DCD will prepare the final cover dated as of the Council approval date and give the consultant a PDF of the final cover.

DCD will provide the consultant with a certified copy of the resolution adopting the plan. A copy of this resolution is to be inserted between the title page and the table of contents of the plan.

The consultant will make all corrections and changes required as part of the review by the City Plan Commission and review by the Council.

The final adopted plan must be submitted to Planning staff in three forms:

- 1) Adobe PDF files of the complete, assembled set of final plan documents in color, including the executive summary and all appendices. These files can be given to DCD on CDs or transferred to DCD using DCD's FTP site.
- 2) All computer files used for the preparation of the final plan documents. Files should have self-explanatory names. These files can be given to DCD on CDs or transferred to DCD using DCD's FTP site. Required files include:
  - a. All final images (photographs, drawings, and other illustrations, excluding maps and charts) in .tif or .jpg format at highest quality available (recommended 300 pixels per inch at 100 percent of final print size for general images and 600 pixels per inch at 100 percent of final print size for detailed images).
  - b. All final charts, in Excel format
  - c. All final map files, in ArcView or MapInfo format
  - d. All final InDesign, Word, PageMaker, Publisher and Quark files including all screen and printer fonts
  - e. All final computer files from any other software used in the preparation of the final documents
- 3) One color copy of the adopted plan and the executive summary.