



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

July 11, 2006

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

Dear Mr. Leonhardt:

Enclosed is a fully executed original of the Cooperation Agreement for the Preparation of the Near South Side Area Plan for Milwaukee, WI, identified as Contract No. 06-021 (RA), dated June 1, 2006, between the Redevelopment Authority of the City of Milwaukee, the City of Milwaukee and Lincoln Neighborhood Redevelopment Corporation.

Please insert this agreement into Common Council Resolution File No. 051246, adopted February 7, 2006.

Sincerely,

Rocky Marcoux
Commissioner

Enclosure

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

This Agreement, dated this 15th day of June, 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 Lincoln Neighborhood Redevelopment Corporation.

WITNESSETH:

WHEREAS, the parties have determined that an Area Plan is needed to guide the further development of the Near South 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. 051246 adopted February 7, 2006, 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. 9820, adopted April 20, 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".

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
LINCOLN NEIGHBORHOOD REDEVELOPMENT CORPORATION ACTIVITIES**

- A. Lincoln Neighborhood Redevelopment Corporation agrees to assist in the preparation of the Area Plan by maintaining, through its Executive Director or his designee, a close liaison with RACM.
- B. Lincoln Neighborhood Redevelopment Corporation shall be the collector and holder of community partner pledged funds. Funds shall be held in a separate escrow account set up specifically for the Near South Side Area Plan. Within ten (10) days of receipt of any community partner check, Lincoln Neighborhood Redevelopment Corporation 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, Lincoln Neighborhood Redevelopment Corporation 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. Lincoln Neighborhood

Redevelopment Corporation 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, Lincoln Neighborhood Redevelopment Corporation 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 Lincoln Neighborhood Redevelopment Corporation:

Ms. Hilde Dewulf
Program Director
Lincoln Neighborhood Redevelopment Corporation
2266 S. 13th Street
Milwaukee, WI 53215

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

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Ryan Whelan

By Tom Barrett
Tom Barrett, Mayor

Katherine H. Mollerica

By Ronald D. Leonhardt
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

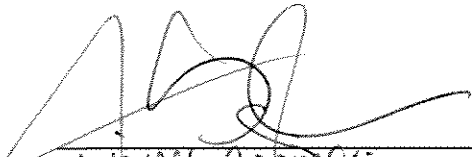
By Michael J. Morics DEPUTY
W. Martin Morics, Comptroller

IN THE PRESENCE OF:

Karen D. Underwood

Karen D. Underwood

IN THE PRESENCE OF:

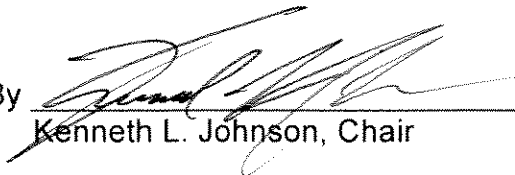

MICHAEL GAJDOSKI

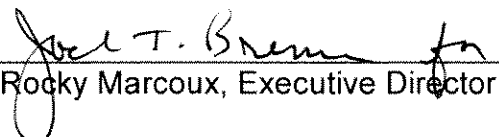
Approved as to Form and Content

Dated May 8, 2006


Assistant City Attorney

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

By 
Kenneth L. Johnson, Chair

By 
Rocky Marcoux, Executive Director

LINCOLN NEIGHBORHOOD
REDEVELOPMENT CORPORATION

By 
Hilde Dewulf, Program Director

Approved as to Form and Execution

Dated June 23, 2006


Assistant City Attorney