



Department of City Development

Housing Authority  
Redevelopment Authority  
City Plan Commission  
Historic Preservation Commission  
NIDC

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

December 7, 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 for Preparation of the Southeast Side Area Plan for Milwaukee, WI, identified as Contract No. 06-030 (RA), dated July 7, 2006, between the Redevelopment Authority of the City of Milwaukee, the City of Milwaukee and the Bay View Community Center.

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 SOUTH EAST SIDE AREA PLAN FOR  
MILWAUKEE, WI**

This Agreement, dated this 7<sup>th</sup> day of July, 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 Bay View Community Center.

**WITNESSETH:**

WHEREAS, the parties have determined that an Area Plan is needed to guide the further development of the Southeast 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. 9821, 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  
BAY VIEW COMMUNITY CENTER ACTIVITIES**

- A. Bay View Community Center 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. Bay View Community Center 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 South East Side Area Plan. Within ten (10) days of receipt of any community partner check, Bay View Community Center 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, Bay View Community Center 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. Bay View Community Center 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, Bay View Community Center 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:

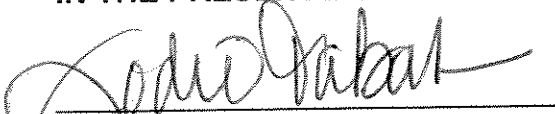
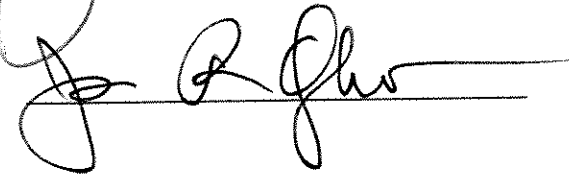
Mr. Rocky Marcoux  
Commissioner  
Department of City Development  
809 North Broadway, P.O. Box 324  
Milwaukee, WI 53201

C. For Bay View Community Center:


Ms. Linda Nieft  
Executive Director  
Bay View Community Center  
1320 E. Oklahoma Avenue  
Milwaukee, WI 53207

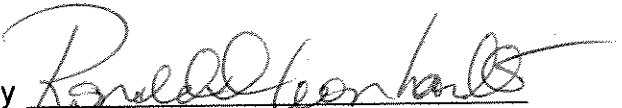
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

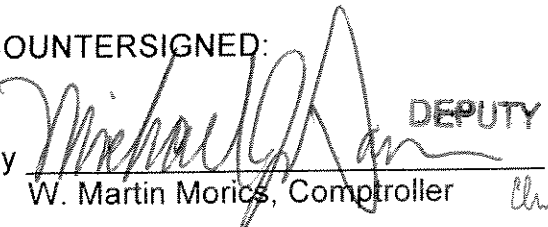
  
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CITY OF MILWAUKEE

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

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

COUNTERSIGNED:

By   
\_\_\_\_\_  
W. Martin Morics, Comptroller DEPUTY

IN THE PRESENCE OF:

Karen D. Underwood

Theodora S. Benis

IN THE PRESENCE OF:

Kim Schubring

Approved as to Form and Content  
Dated 7/10/06

[Signature]  
Assistant City Attorney

REDEVELOPMENT AUTHORITY  
OF THE CITY OF MILWAUKEE

By [Signature]  
Kenneth L. Johnson, Chair

By [Signature]  
Rocky Marcoux, Executive Director

BAY VIEW COMMUNITY CENTER

By [Signature]  
Linda Nieft, Executive Director

Approved as to Form and Execution  
Dated 9/19/06

[Signature]  
Assistant City Attorney