



COUNTY CLERK

Milwaukee County

MARK RYAN • County Clerk

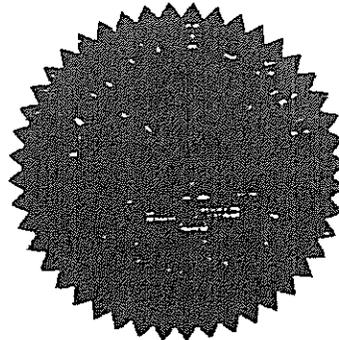
STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

I, Mark Ryan, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that the attached copy of File No. 04-492 is a true and correct copy of the original resolution duly adopted by the Milwaukee County Board of Supervisors at a meeting held on December 16, 2004.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee, this 14th day of February, 2005.

A handwritten signature in cursive script that reads "Mark Ryan".

MARK RYAN
County Clerk



DEC 16 2004

Adopted

15-4

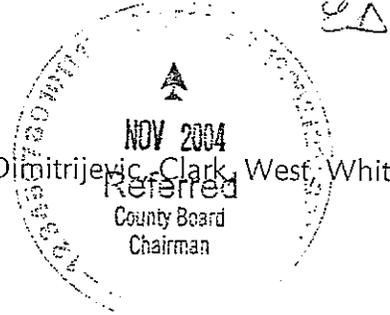
2-3-05

Voted by the Co. Exec.

Veto overridden 15-4

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By Supervisors Johnson, Coggs-Jones, Broderick, Dimitrijevic, Clark, West, White, Holloway, Weishan, Quindel, DeBruin



DEC 16 2004

A RESOLUTION FILE NO. 04-492

To create the Community and Economic Development (CED) Fund and adopt the Park East Redevelopment Compact (PERC) in order to provide additional sustainable community benefits for the development of the County Park East land.

WHEREAS, Milwaukee County will seek the sale of significant real estate assets, including approximately 16 acres of land in the Park East freeway corridor and these lands represent tremendous assets held in trust by Milwaukee County for the benefit of the citizens of this County. This revenue has been used in various ways, but often it has been used to offset basic operating expense or tax levy; and

WHEREAS, while offsetting tax levy to fund operating expense is a tool that is sometimes necessary, such major sales should provide a longer-term and sustainable benefit to the community. True stewardship of these major public resources requires that their sale provide a benefit for the citizens; and

WHEREAS, the redevelopment of the Park East land, by itself, using private development, will not take advantage of unique opportunities to provide sustainable community benefits especially to those in most need of jobs; and

WHEREAS, adoption of the Park East Redevelopment Compact (PERC), as provided in this resolution, will provide the best opportunity to provide increased jobs and tax base not only on this land, but also for the entire community; and

WHEREAS, this resolution also provides for the creation of a Community and Economic Development (CED) Fund. The CED (pronounced 'seed') Fund would be comprised of a series of programs designed to address 'gap' needs in the marketplace and it is not intended to reproduce resources that are available either in the commercial marketplace or through other public resources; and

WHEREAS, the CED Fund recognizes that there are areas where the market does not make available the resources required for sustainable development and by providing those resources, the Fund seeks to be a catalyst that will enable businesses to develop and grow, communities to prosper, and the lives of all of our citizens to be enriched; and

WHEREAS, this Fund would be endowed with all net revenue generated by the sale of land in the Park East Corridor and be used to carry out this resolution for the Park East Redevelopment Compact (PERC); and

APPROVED AS TO FORM

39 WHEREAS, in the future, with the exception of revenue allocated to other
40 purposes by statute, ordinance, resolution, or budget action, revenue produced by the
41 sale of real estate assets (except park land sales) may be allocated to the CED Fund by the
42 County Board at the time of each sale; and

43 The following are some possible uses of the CED Fund:

- 44
- 45 • Minority Business Working Capital
- 46 • Small & Minority Business Contract Financing
- 47 • Housing Development
- 48 • Neighborhood Business Development
- 49 • Economic Development
- 50 • Environmental Mitigation/Brownfields
- 51 • Carry out Park East Redevelopment Compact (PERC); now therefore,
- 52

53 BE IT RESOLVED that this resolution adopts the principle and creation of the
54 Community Economic Development (CED) Fund and adopts the Park East
55 Redevelopment Compact (PERC) with the specifics of the policies and procedures to
56 implement this resolution to be adopted separately by the County Board; and

57 BE IT FURTHER RESOLVED, that the following Park East Redevelopment Compact
58 (PERC) establishes the policies for the sale of the County's Park East land to achieve the
59 goal of providing additional sustainable community benefits for the development of this
60 land:

61 1. Competitive Development Agreements

62 Each parcel of Park East land will be sold through a competitive Request for Proposals
63 (RFP) which shall be reviewed and approved by the County Board. Milwaukee
64 County should not just sell the land for the highest price offered but rather should
65 seek development proposals which will provide the greatest future benefit in jobs, tax
66 base and image for the community, as well as, a fair price. The policies to carry out
67 the PERC will be contained in the RFP and the final legal requirements will be
68 included in each development contract. These contracts will be for 27 years or until
69 the Tax Incremental District (TID) is terminated. (A parcel may be all or part of one or
70 more blocks as contained in the each RFP.)

71

72 2. Cooperation with Existing Organizations

73 Milwaukee County will cooperate with and use existing governmental and private
74 organizations, programs and funding sources whenever possible to carry out these
75 PERC policies.

76

77 3. Community and Economic Development Fund (CED)

78 The County CED fund may be used to carry out these PERC policies whenever other
79 funding is not available. The CED fund is described in other parts of this resolution.

80

- 81
- 82 4. Disadvantaged Business Enterprise (DBE)
- 83 Milwaukee County will include their current DBE policies, as they apply to county
- 84 construction contracts, in all RFP's and development contracts. The Office of
- 85 Community Business Development Partners shall assist in administering this
- 86 provision.
- 87
- 88 5. Enhanced Apprenticeship and Training
- 89 All RFP's and development contracts shall contain additional apprenticeship and
- 90 training requirements, using existing agencies whenever possible. Participation in
- 91 County sponsored training shall meet county established income and residency
- 92 requirements.
- 93
- 94 6. Local Employment and Coordination
- 95 Milwaukee County will hire one or more non-profit community economic
- 96 development agencies to assist in coordinating the DBE, training and local
- 97 employment requirements. All employment vacancies for developers, contractors,
- 98 trainees, owners and tenants, who will work on the County Park East land, will be
- 99 required to be provided to the County and the County's designated coordinating
- 100 agencies, so that they may assist local applicants to apply for these vacancies. This
- 101 requirement will end with the TID.
- 102
- 103 Milwaukee County and many in the community have as a goal that the workforce on
- 104 the Park East property reflect the racial diversity of Milwaukee County. The
- 105 Milwaukee County Board and the community asks and expects businesses and
- 106 contractors to make a good faith effort to employ racial minorities consistent with
- 107 their numbers in the County's workforce. (The 2000 county census population (over
- 108 age 18) was 68.7% White, 20.4% Black, 7.2% Hispanic and 3.7% other). Reports
- 109 will be required to determine whether this goal is being achieved.
- 110
- 111 7. Prevailing Wages and Employment Data
- 112 All RFP's and development agreements will require the payment of prevailing wages
- 113 for construction employees as is now required for most public works projects.
- 114 Developers, owners and tenants will be required to provide an annual report to
- 115 Milwaukee County with the number of non-construction full and part time employees
- 116 working on the Park East project. Milwaukee County will develop the required report
- 117 which will include the wage ranges and whether employees have health or retirement
- 118 benefits. This report will be designed to help measure the job impact of the PERC.
- 119 This requirement will end with the TID.
- 120
- 121 8. Affordable Housing
- 122 Milwaukee County will sponsor the construction of new affordable housing of not less
- 123 than 20% of the total housing units built on the County's Park East lands but they may
- 124 be built on other infill sites in the city of Milwaukee. The County, in each RFP for any

125 given parcel, may require a different percentage of affordable housing or have no
126 requirement at all. The County may use funds from existing housing programs along
127 with County funds to meet this requirement.
128

129 9. Green Space and Green Design

130 Milwaukee County will require that green space and green design be specifically
131 included in all proposals submitted in response to an RFP. The County will consider
132 this information when evaluating and selecting a final developer for each parcel.
133

134 10. Community Advisory Committee and Administration

135 A Community Advisory Committee will be appointed by the Chairman of the County
136 Board, after the adoption of the PERC, which shall advise the County Board on
137 implementing the PERC policies. This committee shall continue until the Tax
138 Incremental District is completed for the PERC area. The Director of Economic and
139 Community Development shall assist this committee in preparing an annual report to
140 the County Board on the effects of the PERC policies. The Director of Economic and
141 Community Development shall administer the PERC agreements with the primary
142 goal to achieve the desired community benefits.
143

144 BE IT FURTHER RESOLVED, that Milwaukee County should seek the input of
145 business and community leaders to assist in carrying out the PERC and CED Fund policies.
146

147
148 10/28/04

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U.S. Department
of Transportation
Federal Highway
Administration

Midwestern Region
Wisconsin Division

Highpoint Office Park
567 D'Onofrio Drive
Madison, Wisconsin 53719-2814
608-829-7500

Division of Transportation Infrastructure Development Structure Development FILE COPY FILE COPY NO. _____
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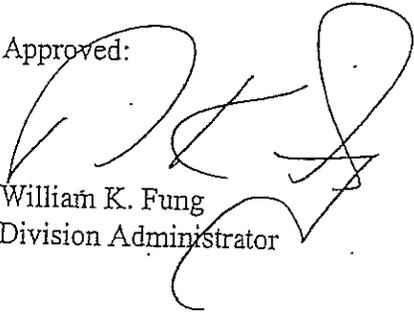
April 23, 2001

FINDING OF NO SIGNIFICANT IMPACT

Project ID 1730-05-00, 1730-06-00, 1730-07-00
STH 145 (Park East Freeway)
IH 43 (Hillside Interchange) to North Jefferson Street
City of Milwaukee, Milwaukee County

This finding of no significant impact is based on the attached environmental document, which has been independently evaluated and determined to adequately and accurately discuss the environmental issues and impacts of the proposed project. It provides sufficient evidence and analysis for determining that an environmental impact statement is not required. This project will not have any significant impact on the human environment.

Approved:


William K. Fung
Division Administrator

Attachment

Wisconsin Department of Transportation
Federal Highway Administration

Cooperating Agency

U.S. Coast Guard, Ninth District

Environmental Assessment

for

Park East Freeway (STH 145)
Hillside Interchange to North Jefferson Street
Milwaukee County

Project I.D. 1730-05-00, 1730-06-00, and 1730-07-00

Approvals

It is determined, after review of the EA and comments from the public and others, that this action would not significantly affect the environment. This document is a Finding of No Significant Impact (FONSI).	<input checked="" type="checkbox"/> Environmental Assessment No Significant Impacts Indicated by Initial Assessment	<input type="checkbox"/> IIIA Categorical Exclusion
	<input type="checkbox"/> Environmental Assessment EIS Required	<input type="checkbox"/> IIIB Categorical Exclusion

X John E. Ormion 4/6/01
(Project Manager) (Date)

X Donald E. Rumbold 4/6/01
(District Director) (Date)

X Carol D. Cutchall 4-18-01
(Director, Bureau of Environment) (Date)

X [Signature] 4-23-01
(Federal Highway Administration) (Date)

X John E. Ormion 11/21/00
(Project Manager) (Date)

X Donald E. Rumbold 11/21/00
(District Director) (Date)

X Carol D. Cutchall 11-22-00
(Director, Bureau of Environment) (Date)

X Richard C. Madysak 11-22-00
(Federal Highway Administration) (Date)

COPY



U.S. Department
of Transportation
**Federal Highway
Administration**

April 23, 2001

Midwestern Region
Wisconsin Division

Highpoint Office Park
567 D'Onofrio Drive
Madison, Wisconsin 53719-2814
608-829-7500

Commander (obr)
Ninth Coast Guard District
1240 East Ninth Street
Cleveland, OH 44199-2060

Attention: Mr. Robert W. Bloom, Jr.
Chief, Bridge Branch

Subject: Project ID 1730-05-00, 1730-06-00, 1730-07-00
STH 145, City of Milwaukee
Park East Freeway Reconfiguration
Milwaukee County

The subject project provides for the replacement of the existing Park East Freeway with a new at-grade arterial street in roughly the same alignment as the existing freeway. The project would require a new lift bridge across the Milwaukee River.

Your August 1, 2000 letter to the Federal Highway Administration stated that the U.S. Coast Guard would assume the role of a cooperating agency. Your focus would be on the proposed lift bridge crossing of the Milwaukee River.

You were provided a copy of the Environmental Assessment. Your February 8, 2001 letter to the Wisconsin Department of Transportation's consultant, CH2MHILL, did not provide any substantive comments.

After review and consideration of the public hearing testimony and the Revisions to the Environmental Assessment, the Federal Highway Administration approved on April 23, 2001 a Finding of No Significant Impact (FONSI) to conclude the National Environmental Policy Act process for this project. Enclosed for your information is a copy of the Revisions to the Environmental Assessment and the FONSI.

Sincerely,

/S/ RICHARD C. MADRZAK

Richard C. Madrzak
Field Operations Engineer

Enclosure

1.0 Description of the Proposed Action

1.1 Location and Termini

The project area is located along State Trunk Highway (STH) 145 in Milwaukee County in southeastern Wisconsin (see Figure 1). The west terminus of the project is Interstate 43 (I-43) and the east terminus is North Jefferson Street, a distance of about 1 mile (1.6 kilometers). For this study, the project area is defined as North 8th Street on the west, Juneau Avenue on the south, North Jefferson Street on the east, and West McKinley Street and North Water Street on the north (see Figure 2 and Figure 3).

1.2 Proposed Action

The proposed action is to remove the Park East Freeway from North 8th Street or North 6th Street to North Jefferson Street and replace it with an at-grade roadway that would be integrated into the local street system in the approximate location of West McKinley Avenue and East Knapp Street, including a new lift bridge across the Milwaukee River.

The scope of the proposed action includes removal of the Park East Freeway, construction of a new at-grade roadway and lift bridge, widening East Knapp Street between North Water Street and North Broadway, and conversion of certain existing downtown streets from one-way to two-way.

1.3 Relationship to Other Proposed Future Actions

The City of Milwaukee's Downtown Master Plan includes several redevelopment projects in downtown Milwaukee. One such development is the construction of a Harley-Davidson museum and other associated development along King Drive just north of the existing Park East Freeway. More information on this development is included in *Land Use and Zoning Impact Evaluation*, Section 13, and *Commercial and Industrial Impact Evaluation*, Section 16. Other proposed developments include the extension of RiverWalk (a pedestrian connection along the Milwaukee River), the redevelopment of Commerce Street, and the development of more entertainment businesses along North Water Street.

The City of Milwaukee and Milwaukee County indicate that after the proposed action is implemented they will take steps to redevelop the land vacated by the Park East Freeway both east and west of the Milwaukee River. The redevelopment depends on implementation of the proposed action because it would take place on land currently occupied by the freeway. Certain local streets may be extended into the Park East corridor to improve access to land within the corridor as part of the redevelopment. The proposed redevelopment, including local street extensions, is not included in the proposed action because the timing, type, and certainty of the redevelopment are not known at this time. Furthermore, the future redevelopment is not necessary to implement the proposed action. Also, the local street extensions would be intended to enhance access to specific parcels as part of their redevelopment.

The proposed action is one of six transportation projects and studies in downtown Milwaukee that are in various stages of development, ranging from studies to implementation. These projects are described in Table 1.

TABLE 1
Downtown Milwaukee Transportation Projects

Project	Status	Sponsoring Agency
Marquette Interchange Reconstruction	Alternatives analysis, environmental impact analysis; planned 2004-07 construction if a build alternative is selected	WisDOT
Downtown Transit Connector Study	Alternatives analysis (including rail and rubber tire transit), environmental impact analysis	Wisconsin Center District Board
Fond du Lac Avenue (STH 145) reconstruction from 19 th Street to 36 th Street	Construction from 2000 to 2001	City of Milwaukee; WisDOT
Intermodal Facility Study	Alternative analysis, recommendation made by spring 2001	WisDOT
SEWRPC Regional Freeway Reconstruction Plan	Study of SE Wisconsin freeway system completed in late 2001	SEWRPC
6 th Street Viaduct Replacement	Construction expected to start in 2000 and end in 2002	City of Milwaukee; Milwaukee County; WisDOT

The proposed action would be implemented during the Fond du Lac Avenue reconstruction and 6th Street Viaduct replacement, and prior to the Marquette Interchange reconstruction. The Park East corridor would likely experience increased traffic volumes during reconstruction of the Marquette Interchange.

The Downtown Transit Connector Study is currently evaluating alternatives for routes and transit modes in the vicinity of the Park East Corridor. Transit routes may be considered in the vicinity of the Park East corridor. However, the design of this proposed action will not make accommodations exclusively for transit. The impacts of the proposed alignments will be assessed in an environmental document being prepared for the Downtown Transit Connector Study.

2.0 Purpose of Proposed Action

The proposed action must integrate transportation planning and land-use planning to ensure long-term compatibility between the need to meet travel demand and accommodate planned development in Milwaukee's downtown and near north side. Therefore, the purpose of the proposed action is to:

- Provide adequate capacity for existing and forecast traffic volumes.
- Provide adequate access to and from I-43 and the Park East corridor.
- Improve access to and from the Park East corridor and local streets for drivers and pedestrians, and allow the City of Milwaukee to re-establish the local street grid.
- Improve the connection between downtown Milwaukee's central business district (CBD) (south of the Park East Freeway) and Milwaukee's near north side (north of the Park East Freeway).
- Improve access to the planned Harley-Davidson museum and associated development that will occur just north of the Park East Freeway along King Drive. This project is the cornerstone of the City of Milwaukee's planned Park East corridor redevelopment.

The elevated portion of the freeway disrupts the local street grid east of the Milwaukee River and limits access to and from several major north-south streets. The proposed action would improve access to and from the Park East corridor and the local street grid and improve the connection between Milwaukee's downtown and near north side. The proposed action would also allow the City of Milwaukee to re-establish the street grid that was disrupted by the freeway's construction.

3.0 Need for Proposed Action

3.1 Reconfiguring Uncompleted Freeway Corridor to Improve Local Access

The existing Park East Freeway (STH 145) is a 1-mile (1.6-kilometer) segment of what was intended to be an east-west cross-town freeway extending from the lakefront to the Stadium Freeway (Figure 4). West of I-43 the freeway was known as the Park West Freeway. At the lakefront, the Park East Freeway was to turn south and connect with I-794 at the north terminus of the Hoan Bridge. The existing Park East Freeway was the only segment of the cross-town and lakefront loop completed, although an extensive corridor was cleared for the freeway east and west of the Park East Freeway's actual termini.

Local opposition to freeway construction halted the Park East and Park West Freeway projects in the mid-1970s. At the time the Park East Freeway construction ended, it extended from I-43 to North Milwaukee Street, a distance of about 1 mile (1.6 kilometers). In the early 1980s, the Park East Freeway "stub ends" were connected to Fond du Lac Avenue on the west and North Jefferson Street on the east.

Because the Park Freeway project was cancelled after only a small segment was completed, the existing freeway essentially provides local access to and from Milwaukee's downtown/lower east side and I-43. However, the freeway's full access control precludes it from providing adequate local street access. The North Jefferson Street terminus of the Park East Freeway does not provide an efficient connection to the downtown street grid. North Jefferson Street ends two blocks north of the freeway and one block south of the freeway. Eastbound exits from the Park East Freeway are located at North 4th Street, North Broadway, and North Jefferson Street. Westbound entrances are located at North Jefferson Street, North Milwaukee Street and North 4th Street.

The proposed removal of the Park East Freeway and subsequent construction of an at-grade roadway would provide efficient connections to and from the Park East corridor and major north-south streets in downtown Milwaukee such as North 6th Street (under the McKinley Avenue Alternative), North 3rd Street/King Drive, North Water Street, and North Milwaukee Street, in addition to existing connections at North 4th Street, North Broadway Street, and North Jefferson Street.

3.2 Consistency with Milwaukee's Downtown Master Plan

In 1997, the City of Milwaukee, in partnership with the Milwaukee Redevelopment Corporation, began developing a master plan for downtown Milwaukee. The master plan, which was adopted by the City in July 1999, serves as a blueprint for downtown development over the next 20 years.

The master plan's stated goal is to add value to Milwaukee by creating a downtown that is appealing to visitors, current and potential investors, and current and potential residents. Toward that goal, the plan identifies seven objectives. One of the objectives is to take maximum advantage of the special features found downtown. The plan specifically notes the Milwaukee River's special appeal for a wide range of activities, and calls for public and private development to enhance that appeal.

The master plan includes 13 "catalytic projects" that are designed to encourage additional investment or provide downtown with a marketing advantage. Removing the Park East Freeway and redeveloping the corridor is one of the 13 catalytic projects. The goal is "to remove the Park East Freeway and replace it with a mixed-use district that reinstates the traditional street grid." The objectives of this redevelopment project include making the proposed district a "one-of-a-kind" destination; promoting residential and mixed-use development; incorporating the river as a visual feature of the district; and providing green space.

The master plan calls for re-establishing and extending the street grid after the Park East Freeway is removed. The planned street extensions on the east side of the Milwaukee River are North Edison Street, North Market Street, East Ogden Street, and the connection of West McKinley Street to East Knapp Street via a new lift bridge (Figure 5). The local street extensions would occur as part of the master plan's Park East corridor catalytic project. Connecting West McKinley and East Knapp Streets via a new lift bridge is a component of this proposed action, but the local street extensions are not.

3.3 Over-Investment in Existing Park East Freeway

Because the Park East and Park West Freeway projects were not implemented to the extent originally planned, the Park East Freeway serves relatively low traffic volumes for a 6-lane urban freeway. Although average daily traffic (ADT) west of North 6th Street is 54,000 vehicles per day (vpd), ADT falls to 34,700 vpd east of North 6th Street and 23,300 vpd east of North Broadway (Figure 11). The traffic volumes east of North 6th Street are the lowest on Milwaukee County's freeway system, with the exception of the Fond du Lac Freeway (STH 145) on Milwaukee's northwest side. The Park East Freeway's ADT east of North 6th Street is comparable to, and in certain areas lower than, Bluemound Road and segments of West North Avenue and West Greenfield Avenue in western Milwaukee County.

Because it carries a relatively low ADT for this type of facility, the Park East Freeway represents an over-investment in a transportation facility that consumes scarce resources (i.e. land, maintenance funds) that could better serve different uses. Removing the freeway east of North 6th Street or North 4th Street while maintaining a freeway to serve higher ADT west of North 6th Street provides a more appropriate balance between transportation land use and non-transportation land use without compromising safety or mobility.

Removing the freeway east of North 6th Street would also eliminate the need to invest millions of dollars in re-decking the elevated portion of the freeway when it reaches the end of its useful life. The Park East Freeway is entirely on structures between North 6th Street and its east terminus at North Jefferson Street. With the exception of the segment from North 3rd Street/King Drive to just east of North Water Street, the structures are "voided slabs." Voided slab structures use the roadway surface, or deck, as a structural component of the bridge. Because the deck is a structural component, deck replacement is a difficult and costly process. The voided slab structures are currently in satisfactory condition following a rehabilitation in 1995-96 that included a deck overlay, which will likely have a 18- to 20-year life expectancy (13 to 15 years remaining). However, future rehabilitation would require either a complete replacement of the voided slab structures, deck replacement (which may be expensive and may not be cost effective because of the shoring requirements), or a second overlay, which can be expected to last only 10 to 12 years and is not commonly done on structures.

The proposed at-grade roadway that would replace the freeway would occupy less land than the existing freeway, thereby increasing the land available for other land use more compatible with the surrounding high-density urban development. A surface street is also more compatible with adjacent development than an elevated freeway and would cost less to maintain.

3.4 Summary

The purpose of removing the Park East Freeway east of North 6th Street is to improve local access to and from the Park East corridor and the local street system, remove a barrier between Milwaukee's downtown and near north side, and achieve a more appropriate balance between transportation land use and other urban land uses.

The need for the proposed action is to:

- Reconfigure the uncompleted freeway corridor to improve local access.
- Provide consistency with Milwaukee's Downtown Master Plan.
- Address over-investment in the existing freeway.

The need for the proposed action stems from the decision in the 1970s to cancel the Park East Freeway project after only 1 mile (1.6 kilometers) was constructed. As a result, the existing facility serves primarily local access rather than regional travel and provides more capacity than required. Full access control decreases the Park East Freeway's ability to serve local access.

Removing the Park East Freeway east of North 6th Street or North 4th Street would enhance local street access to the corridor, provide consistency with the City of Milwaukee's downtown master plan, and preclude the need for costly maintenance when the freeway's structures reach the end of their useful life.

12.0 General Economics Impact Evaluation

12.1 Existing General Economic Characteristics

The primary economic activities within the project corridor are commercial and manufacturing. Milwaukee's CBD is Wisconsin's finance and banking center. The industries in Milwaukee showing the largest growth in employment are the service, finance, insurance, and real estate industries. Commercial uses in the project area include entertainment-oriented businesses, such as restaurants and bars, located along North Water Street and North 3rd Street. A large retail center, East Pointe Marketplace, includes a large grocery store and several small retail stores and is located on North Jefferson Street between East Ogden Avenue and East Lyon Street. A grocery store recently opened on North Van Buren Street at East Juneau Avenue.

One-third of Wisconsin's manufacturing workers are employed in the metropolitan Milwaukee area. Approximately 22 percent of Milwaukee's workforce is employed in the manufacturing industry, which is above the national average. Although the project area was once a major manufacturing center, it has declined over the years and several former manufacturing buildings have been converted to office and residential space. Manufacturing that remains in the project area is located mainly north of the existing Park East Freeway along West McKinley Avenue, North 4th Street, and North 5th Street. A tannery on North Water Street just north of the Park East Freeway recently closed.

A commercial development, Schlitz Park, is located on West Cherry Street at North 2nd Street and contains a restaurant and office and commercial space. Schlitz Park is the planned site for the Harley-Davidson museum. The museum is scheduled to open in spring 2003.

12.2 Impact On General Economic Characteristics

The proposed project would provide more direct access to downtown streets, allowing better access to some businesses along the corridor that currently do not have direct access to the freeway. Removing the Park East Freeway would slow travel speeds and increase travel times to some businesses whose patrons and employees use the Park East Freeway to reach the businesses (See *Commercial and Industrial Impact Evaluation*, Section 16). Access to some businesses near the corridor may be affected during construction (see *Construction Impact Evaluation*, Section 16). No business relocations would be required for this project.

Removing the Park East Freeway would increase the potential for economic development in the project area by opening up approximately 22 to 25 acres (8.8 to 10 hectares) of land for development. (The McKinley Avenue Alternative would open up approximately 25 acres [10 hectares] of land for development while the 4th Street A Alternative would open about 22 acres [8.8 hectares] for development). Commercial and residential land use would likely increase within the project corridor due to the availability of developable land, which is a scarce resource in the project area. Redevelopment plans call for residential, commercial, and an entertainment district in the area vacated by the Park East Freeway. This would contribute to the ongoing revitalization in Milwaukee's downtown.

12.3 Cost Estimates

The approximate construction cost for both the McKinley Avenue Alternative and the 4th Street A Alternative is \$20 million each. Construction costs include demolition of the freeway and construction of a new lift bridge and new roadway.

13.0 Land Use Planning and Zoning Impact Evaluation

13.1 Existing Project Area Land Use

The project area is in an older urban area within the City of Milwaukee. Development in this area first occurred in the mid-1800s. The project area is located in a transition area between Milwaukee's CBD and near north side. Density is high, although typical of larger urban areas in and adjacent to CBDs.

Project area land use is primarily commercial, residential, transportation, and manufacturing. North of the Park East Freeway is primarily residential west of North 6th Street with some commercial and manufacturing land use east of North 6th Street (see Figure 15). I-43 is located on the west side of the project area. Commercial and residential land use is located west of I-43. East of the Park East Freeway is primarily residential with some commercial. East of the freeway, new development, mostly residential, has occurred in the project area. South of the Park East Freeway is Milwaukee's CBD, which is primarily commercial. Some residential development has recently occurred in the CBD, mostly along the Milwaukee River. West of North 4th Street are several civic and public buildings.

The Milwaukee River flows north to south and divides the project area into roughly two equal parts. The Milwaukee River was the historic focal point of development in downtown Milwaukee.

13.2 Existing Project Corridor Land Use

The following discussion of land use in and immediately adjacent to the project corridor is divided into four areas: north and south of the Park East Freeway west of the Milwaukee River, and north and south of the freeway east of the Milwaukee River.

The area north of the freeway and west of the river includes residential, commercial, manufacturing, and utility land use. The largest residential development is a low- to moderate-income 421-unit housing development, Hillside Terrace, which includes housing for the elderly and disabled and a family resource center. Hillside Terrace is located between North 6th and 9th Streets and West Galena and Vliet Streets.

Commercial land use includes:

- A fleet maintenance garage on North 6th Street at West McKinley Avenue.
- A hardware store on North 4th Street at West McKinley Avenue.
- A graphics and printing business located on King Drive at West McKinley Avenue.
- An aquatic pet store on King Drive just north of West McKinley Avenue.
- A credit union on King Drive just north of West McKinley Avenue.
- An electronics distributor located on West McKinley Avenue near North 6th Street.

The businesses on West McKinley Avenue are directly across the street from the Park East corridor.

The former Joseph Schlitz Brewery Company property located on West Cherry Street between King Drive and the Milwaukee River has been converted into a 1-million-square-foot (93,000-square-meter) office park including a restaurant and

commercial space. A Harley-Davidson museum and entertainment complex will be constructed immediately south of Schlitz Park on the north side of West Cherry Street.

Manufacturing buildings include a machine design and fabrication business located on West McKinley Avenue at North 7th Street. Several former manufacturing buildings north of West McKinley Avenue are currently unused.

Utility facilities include a Wisconsin Electric Power Company substation on West McKinley Avenue between 4th Street and 6th Street. Two buildings of the former Wisconsin Electric Power Company generating plant on King Drive at West McKinley Avenue are being renovated. The main powerhouse building will become offices, and the north powerhouse will become a 20,000-square-foot restaurant and 30- to 40-room hotel as part of the planned Harley Davidson development described above. A third building south of the main powerhouse may be renovated.

The area south of the freeway and west of the river includes public facilities and commercial land use. Institutional land use includes:

- MATC campus located between West Juneau Avenue and West State Street and North 10th Street and North 6th Street.
- The Bradley Center, a 17,000-seat arena on North 4th Street between West State Street and West Highland Avenue.
- The U.S. Cellular Arena, an 11,000-seat arena on North 4th Street between West Kilbourn Avenue and West State Street.
- The Milwaukee Auditorium, a 4,000-seat auditorium on West Kilbourn Avenue and North 6th Street.
- The Midwest Express Convention Center, which is bounded by West Wisconsin Avenue, West Kilbourn Avenue, North 6th Street, and North 4th Street.
- A 993-space parking structure owned by the City of Milwaukee on North 4th Street between West Highland and West Juneau Avenues. A restaurant is located on the ground floor of the parking structure.

Community facilities in this area are the Trinity Evangelical Lutheran Church, located on North 9th Street at West Highland Avenue, and Saint Benedict The Moor Church and Saint Ben's Clinic for the Homeless, located on West State Street between North 9th and North 10th Streets.

Commercial buildings include Kissingers Meat and Poultry on West Juneau Avenue at North 5th Street, a car repair shop on West Juneau Avenue and North 3rd Street, and the potentially historic Sydney Hih building, which contains a restaurant and a retail store, on West Juneau Avenue at North 3rd Street. Several restaurants and night clubs are located on North 3rd Street between West State Street and West Juneau Avenue.

Other buildings in this area include the unused buildings of the former Pabst brewery complex which occupies approximately six square blocks bounded by West Winnebago Street, West Highland Avenue, North 11th Street, and North 8th Street. These buildings will likely be redeveloped regardless of whether the proposed action is implemented.

The area north of the freeway and east of the river includes residential, manufacturing, and commercial land use. Residential land use is located north of East Lyon Street and east of North Water Street and is mostly multi-family housing with some single-family homes. Manufacturing buildings include the recently closed Pfister & Vogel Leather site located on North Water Street at North Milwaukee Street. A sporting goods store is located on North Water Street at North Broadway. The Pfister & Vogel site and the sporting goods store are located directly across North Water Street from the Park East Freeway. The sporting goods store uses on-street parking and a small employee and customer parking lot, both of which would be unaffected by the proposed action. The store does use parking under the Park East Freeway east of North Water Street for two sales events each year. Although the proposed action would not affect the parking lot under the Park East Freeway, the subsequent redevelopment would affect it.

The area south of the freeway and east of the river includes residential, commercial, and institutional land use. Residential buildings include Convent Hill public housing and Jefferson Court Apartments, which provide housing for the elderly and seniors, on North Jefferson Street at East Knapp Street just south of the east terminus of the Park East Freeway, and Juneau Village Garden Apartments on North Jackson Street at East Ogden Avenue.

Commercial buildings include:

- G & O Thermal Supply and HVAC Controls on North Edison Street at East Knapp Street.
- Several bars and restaurants on North Water Street at East Knapp Street.
- The Milwaukee Center for Independence (a day-care and jobs training center for the disabled) on East Ogden Avenue between North Milwaukee and Broadway Streets.
- The East Pointe Marketplace, which includes a large grocery store and several various small retail stores on North Jefferson Street between East Ogden and East Lyon Streets.
- A restaurant on East Ogden Avenue at North Jackson Street.

Community buildings include:

- The Village Church on East Juneau Avenue at North Edison Street.
- Grace Lutheran Church on North Broadway Street at East Juneau Avenue.
- Bryant & Stratton Business College on North Van Buren Street between East Juneau and East Ogden Avenues.
- St. Joan Antida High School on East Ogden Avenue at North Van Buren Street.
- Milwaukee School of Engineering campus located between North Market and North Jackson Streets and East Kilbourn and East Juneau Avenues.

13.3 Adopted Land Use and Transportation Plans

The Milwaukee Downtown Plan was adopted in 1999. The Downtown Plan, which was developed from input from elected officials, business and educational leaders, neighborhood associations, and the general public, is a blueprint for redevelopment and

future development in downtown. The overall goal of the Plan is to improve the quality of life in Milwaukee. The intent of the Plan is to "create a more vibrant, active and exciting place to live, work and play structured into urban neighborhoods." To achieve this the Plan recommends "a balanced focus on mobility, housing, employment, retail and open space goals."

The plan calls for removing the Park East Freeway east of North 4th Street and redeveloping the vacated land as mixed use residential, commercial, and entertainment district. The plan is described in more detail in *Purpose of Proposed Action*, Section 2, and is illustrated on Figure 16. The Park East Redevelopment project is identified as one of 13 "catalytic projects" in the plan. This element of the plan is included in Appendix B.

At the request of the City of Milwaukee City Engineer, and in cooperation with the City of Milwaukee, Milwaukee County, and WisDOT, SEWRPC conducted a study of the probable direct transportation impact associated with the termination of the Park East Freeway at North 4th Street. The study is documented in a SEWRPC staff memorandum "Analysis of Existing and Year 2020 Traffic Impact of the Termination of the Park East Freeway at North Fourth Street" (July 1998). The summary of this memorandum is included in Appendix B of this document. The analysis concluded that traffic volumes on the Park East Freeway may be expected to decline substantially from current traffic volumes upon its termination with an attendant increase in traffic on I-794 between the Marquette Interchange and North Van Buren Street and on surface arterial streets. The analysis further concluded that upon the termination of the Park East Freeway, the estimated existing and probable future level of traffic congestion on the surface arterial street system of downtown Milwaukee would be expected to remain relatively modest. The only increase in traffic congestion expected on surface streets was determined to be located at intersections leading to and from the remaining freeway on- and off-ramps in the downtown area.¹

Based on the results of the SEWRPC traffic study, the City of Milwaukee, Milwaukee County, and WisDOT agreed to remove the Park East Freeway. The planned public hearing for this project will serve as both the necessary public hearing for the National Environmental Policy Act (NEPA) process and for the proposed amendment of the regional transportation system plan and the Transportation Improvement Program (TIP). After the public hearing and with the continued agreement on the removal of the Park East Freeway by the City of Milwaukee, Milwaukee County, and WisDOT, SEWRPC will amend the regional transportation system plan to include the project. SEWRPC will also amend the 2000-2002 TIP to include final engineering and design, preparing construction plans, removing the Park East Freeway, and building a new at-grade roadway to replace it. The regional transportation system plan and 2000-2002 TIP will be amended prior to completion of the final environmental document. This course of action with respect to the regional transportation system plan and 2000-2002 TIP has been discussed with, and agreed to, by the City of Milwaukee, Milwaukee County, WisDOT, and SEWRPC.

¹ The 1998 SEWRPC study was updated in 2000 to reflect the most recent alternatives (McKinley Avenue Alt. and 4th Street A. Alt.).

13.4 Compatibility of Proposed Action with Adopted Plans

The proposed removal of the Park East Freeway from North 4th Street to North Jefferson Street is recommended in the Milwaukee Downtown Plan. Under the McKinley Avenue Alternative the Park East Freeway would be removed from North 6th Street to North Jefferson Street. The McKinley Avenue Alternative is only a design modification of the Downtown Plan's Park East Redevelopment plan and is therefore not in conflict with the plan. The goal of the Park East Redevelopment Project in the Milwaukee Downtown Plan is "to remove the Park East Freeway and replace it with a mixed-use district that reinstates the traditional street grid." By removing the Park East Freeway, buildable land would become available that will accommodate the mixed-use development called for in the Plan.

As previously noted, the final environmental document will not be approved until after the regional transportation system plan and 2000-2002 TIP have been amended to include the project.

26.0 Secondary and Cumulative Impact Evaluation

Secondary impacts are those that affect the natural or human environment beyond the area directly affected by the proposed action. These potential secondary impacts include land use redevelopment, economic development, impacts on existing businesses, redistribution of economic activity, and potential changes in community character. The type, location, and magnitude of these impacts will depend on the overall amount of growth in the project area and region, and land use planning and zoning decisions made by the City of Milwaukee. The secondary impacts of the proposed action are not expected to vary substantially between alternatives.

The project area and surrounding areas of Milwaukee consist of high-density urban development. Therefore, the project's secondary impacts will not affect environmental resources.

26.1 Land Use Redevelopment and Economic Redevelopment

The proposed action would result in land use changes within the Park East corridor as well as north and south of the Park East corridor.

Redevelopment of Park East Corridor

Between North 6th Street and the Milwaukee River, the north half of the Park East corridor would be occupied by the new at-grade roadway that would replace the Park East Freeway. The south half of this corridor could potentially remain surface parking lots until they were developed. Between the Milwaukee River and North Jefferson Street the Park East corridor would consist of existing surface parking lots and small areas of undeveloped land after the freeway is removed. Surface parking lots in CBDs are very susceptible to change.

The City of Milwaukee and Milwaukee County plan to redevelop the Park East corridor areas that are not needed for transportation right-of-way between North 6th Street and North Jefferson Street. The redevelopment plans are documented in the City of Milwaukee's Downtown Master Plan. Figure 16 illustrates the planned land use of the Park East corridor and adjacent areas.

The Downtown Master Plan calls for residential, retail, and office development west of the Milwaukee River. Mixed-use is identified for both the east and west banks of the river. East of the Milwaukee River the plan calls for residential/retail/office, entertainment, and a parking/transfer facility. The planned entertainment area on the east side of North Water Street is intended to be a multiplex movie/entertainment complex that will augment the existing entertainment destinations in the area such as the Marcus Center and Red Arrow Park skating rink and make the area a regional entertainment destination.

The exact type, scale, and timing of redevelopment would depend on market conditions. The redevelopment of the Park East corridor into retail, residential, commercial, and entertainment would be made possible by the proposed action. It is being evaluated as a secondary impact because it is proposed by others and is not needed to implement the proposed action.

Redevelopment North of Park East Corridor

Redevelopment of the Park East corridor may also accelerate redevelopment in adjacent areas. Redevelopment of the area north of the Park East Freeway has already begun. Removing the Park East Freeway would remove a visual barrier between downtown Milwaukee and the near north side. It would also improve access between the Park East corridor and local streets such as North 6th Street (under the McKinley Avenue Alternative only), North 4th Street, North 3rd Street/King Drive, and North Water Street. These factors, combined with the redevelopment that is already occurring, will likely increase the attractiveness of the near north side for continued commercial and residential redevelopment.

The area north of the Park East Freeway bounded by McKinley Avenue, I-43, North Avenue, and Humboldt Street (defined as the near north side for purposes of this document) experienced economic decline for approximately 30 years from the mid-1960s to mid-1990s. Beginning approximately in the mid-1990s, there has been an economic reinvestment in this area including redevelopment of abandoned structures into office, commercial, and retail use, and rehabilitation of residential neighborhoods. Examples of this redevelopment are:

- The former Schlitz brewery on King Drive, once vacant, has been redeveloped into the Schlitz Park office and retail space.
- The Brewers Hill neighborhood just north of the Park East Freeway (bounded by Walnut Street on the south, King Drive on the west, the Milwaukee River and Holton Street on the east, and North Avenue on the north) experienced a 44-percent increase in average home value in 1996-1997 (*Milwaukee Journal Sentinel* 2/27/00).
- The Halyard Park, Northcott, and Harambee neighborhoods north and west of Brewers Hill experienced a 26-percent increase in residential property values in 1996-1997 (*Milwaukee Journal Sentinel* 2/27/00).
- The King Drive Business Improvement District (BID), bounded by North 2nd Street and North 4th Street between West McKinley Street and West Locust Street saw \$51 million in investment in 1999 alone. An additional \$151 million in investment is committed for 2000 and 2001.
- The assessed value of residential property in Milwaukee's 6th Aldermanic district (roughly bounded by the Park East Freeway on the south, I-43 on the west, Milwaukee River on the east, and Capitol Drive on the north) experienced a 23.3-percent increase in assessed value in 1998-1999. This was the largest increase in the city. The city-wide average over the same time period was 12.7 percent for residential property (*Milwaukee Journal Sentinel* 4/24/00).

The proposed action would likely add to the attractiveness of the area just north of the Park East corridor. Retail and residential development are two likely development types according to the King Drive BID. Investment would likely be in the tens of millions of dollars in the first one to two years if the freeway is removed, according to the director of the King Drive BID.

Property values of residential and commercial buildings may increase as a result of the proposed action. However, as noted above, property values in many areas in the near north side have already made large increases prior to the proposed action being implemented.

Redevelopment South of Park East Corridor

West of the Milwaukee River, the area south of the Park East corridor is largely institutional and commercial, including the Bradley Center, MATC, Midwest Express Center, and well-established businesses on Old World 3rd Street. This type of development is not susceptible to change. One exception is a one-square-block surface parking lot bounded by North 5th and 6th Streets, West Highland Avenue, and West Juneau Avenue.

East of the Milwaukee River, the area south of the Park East corridor includes several surface parking lots along the Milwaukee River and between North Water Street and North Broadway. The City of Milwaukee's Downtown Master plan calls for redeveloping these surface parking lots (Figure 16).

Although the proposed action may affect the timing of the redevelopment of these surface parking lots, it is possible that they would be redeveloped even if the proposed action is not implemented.

26.2 Loss of Parking

Existing surface parking lots in the Park East corridor and south of the Park East corridor would be converted to other uses as the City of Milwaukee and Milwaukee County redevelop land in and adjacent to the Park East corridor. Approximately 2,400 parking spaces would be converted to other uses when these lots are developed¹². (In addition, between 614 to 712 parking spaces would be lost as a direct result of the proposed action depending on the alternative selected—this impact is addressed under *Traffic and Parking Impact Evaluation*, Section 11.4).

The City of Milwaukee's Downtown Master Plan calls for the new development on the former Park East Corridor right-of-way to provide sufficient on-site parking for its own needs. For this reason, redevelopment will not introduce net new parking demand in the area. The Master Plan further calls for the parking demand formerly accommodated on the Park East right-of-way to be met in near-by facilities that have excess capacity. A directional system, called "Park Once," is included in the Master Plan to provide real-time information to motorists on the location and availability of parking in Milwaukee's Downtown. "Park Once" will minimize the inconvenience to motorist of any locational shifts in parking availability due to redevelopment. Lastly, the Master Plan recommends that in situations where the existing parking supply reaches or is expected to reach its capacity, new parking structures be provided as part of mixed-use developments. The Master Plan identifies two potential locations in this area for these types of parking structures: North 5th Street and West Highland Avenue and North Broadway and East Knapp Street; however, conditions do not justify new parking structures at this time.

¹² These surface parking spaces are in an area bounded by the Park East Freeway on the north, North 6th Street on the west, West Highland on the south, and North Broadway on the east. The largest of these surface parking lots are the 500-space privately-owned lot at North Water Street and East Juneau Avenue and the 420-space lot at North 5th Street and West Highland Avenue.

The parking spaces in the Park East corridor are leased to private operators or institutions. MATC would lose approximately 363 spaces and CPS would lose approximately 330 spaces in the Park East corridor through redevelopment of the west half of the corridor.

The surface parking lot on the south side of West Juneau Avenue between North 6th and North 5th Streets is owned by a realty company and used for public parking. MATC students use this lot. This lot may be converted to other uses regardless of whether the proposed action is implemented. There are opportunities in the vicinity of MATC for the school to develop joint-use parking facilities.

MSOE would lose approximately 340 parking spaces it leases in the Park East corridor through redevelopment of the corridor east of the Milwaukee River. MSOE's leased parking lot is used primarily by students for daily and long-term parking. According to an MSOE representative, this lot represents approximately 80 percent of the student parking available at MSOE. MSOE is currently looking for replacement parking. MSOE is planning to expand its parking facilities as part of a development program announced in January 1999 (*Milwaukee Journal Sentinel*, 8/5/00).

A surface parking lot east of the Milwaukee River owned by M&I Bank bounded by North Water Street, the Park East Freeway, North Broadway, and East Juneau Avenue is used by bank employees for parking. This parking lot is not within the footprint of the Park East Freeway but pressure to redevelop it may increase if the freeway is removed. However, the owner of the lot controls use of this parcel.

An analysis of the parking impacts associated with redevelopment of the Park East corridor found that:

- Displaced parking demand (1,398 spaces) due to redevelopment and the new Park East roadway alignment *west* of the river could find partial replacement parking in the 4th Street and Highland Avenue parking structure, the public parking area adjacent to Turner Hall, and some on-street spaces scattered through out the area. However, an 865-space parking demand would remain unsatisfied within the area and cannot be mitigated within an acceptable walking distance of this area. Replacement parking for 865 spaces west of the Milwaukee River would have to be included as part of the redevelopment.
- Displaced parking demand (1,005 spaces) due to redevelopment and the new Park East roadway alignment *east* of the river could find partial replacement parking available in the Marcus Center parking structure, the 1000 North Water Street structure, and on-street spaces scattered through out the area. However, a 380-space parking demand would remain unsatisfied within the parking analysis zone and cannot be mitigated within an acceptable walking distance of this area. Replacement parking for 380 spaces east of the Milwaukee River would have to be provided in conjunction with planned redevelopment.

In summary, parking would be reduced in the project area as existing surface lots are redeveloped after the Park East Freeway is removed. Increased parking demand could be mitigated by using existing underused parking structures and/or providing additional parking as part of the redevelopment. As an example, the planned Harley-Davidson

museum and associated development will include a 700-space parking lot in the southeast corner of North King Drive and West Cherry Street.

26.3 Local Street Changes

If the Park East Freeway is removed, the City of Milwaukee plans to extend three local streets as part of the effort to redevelop the corridor (Figure 5). The local street extensions are:

- Extending East Ogden Street from North Broadway to North Water Street
- Extending North Market Street from East Juneau Avenue to North Water Street
- Extending North Edison Street from East Knapp to East Cherry Street

The potential local street extensions would be implemented as part of the planned redevelopment of the Park East corridor. These local street extensions are not included as part of this proposed action because the timing and certainty of their implementation is not known and because they are intended to enhance access to parcels within the Park East corridor rather than access to and from the corridor. The local street extensions are not required to implement the proposed action.

ATTACHMENT 5: 3RD ATTACHMENT TO 4/22/14 LETTER

Letter from County to WisDOT – April 22, 2014

ATTACHMENT 3: 2002 Land Disposition Plan, previously attached.

FILE COPY

DOT/OGC/JST 14 OCT 2005 2PM

AGREEMENT BETWEEN
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION,
AND
COUNTY OF MILWAUKEE
FOR
COUNTY REMOVAL
OF
THE MILWAUKEE COUNTY COURTHOUSE ANNEX FACILITY
(ANNEX REMOVAL PROJECT AGREEMENT)

WHEREAS; the State of Wisconsin Department of Transportation (WISDOT) is reconstructing the Marquette Interchange in the County of Milwaukee (COUNTY); and

WHEREAS, the Marquette Interchange project *encompasses* all highways, including ramps and shoulders, encompassing I-43, I-94 and I-794 in Milwaukee County within the area bordered by 25th Street to the west, North Avenue to the north, the southern end of the Burnham Canal to the south, and the Milwaukee River to the east; and

WHEREAS, the COUNTY and WISDOT entered into an air space agreement in March of 1967 that memorialized the COUNTY granting WISDOT a fee title interest in the I-43 freeway real estate above which the Milwaukee County Courthouse Annex Facility would be located, which Annex Facility was to be held, occupied and enjoyed by the COUNTY, and

WHEREAS, pursuant to this airspace agreement the COUNTY erected the Annex Facility in defined airspace over the northbound lanes of the North-South I-43 freeway between West Wells Street and West State Street in the City of Milwaukee, and

WHEREAS, pursuant to this airspace agreement the COUNTY ran columns and foundations from this airspace to, on and into WISDOT's land below the airspace to support the building, "reserving to the State the right to use said land and the space above it ... in any manner not inconsistent with the support of said building or its reasonable use" for governmental operations of the COUNTY, and

WHEREAS, the COUNTY has been considering removal of the Annex Facility, and

WHEREAS, the projected COUNTY cost to fulfill its obligation in the airspace agreement to

keep the Annex Facility in good repair so as not to interfere with the full use and safety of the existing or reconstructed I-43 freeway and laws, codes and regulations applicable thereto exceeds the estimated life cycle costs of Annex Facility replacement alternatives, and

WHEREAS, the COUNTY desires to remove the Annex Facility (hereinafter "the Annex Removal Project") in coordination with the WISDOT Marquette Interchange project, and

WHEREAS, on August 26, 2005 the COUNTY Executive approved the July 28, 2005 COUNTY Board resolution approving "Alternative Three - Demolish the Annex and Replace with Surface Parking" of the Courthouse Annex Task Force's report dated June 29, 2005, and

WHEREAS, the COUNTY and WISDOT have received an estimated cost of \$5.2 million for the Annex Removal Project from a contractor working for WISDOT on the Marquette Interchange project, and

WHEREAS, the COUNTY resolution states the COUNTY intends to bond for the removal of the Annex Facility and reposition or replace all Annex Facility function, including parking and office space and needs to issue bonds prior to demolition, and

WHEREAS, the COUNTY and WISDOT have received assurance from the Federal Highway Administration (FHWA) that the Annex Removal Project is an eligible use for FHWA's share of the Park Freeway remnant parcel sales, and

WHEREAS, the COUNTY and WISDOT desire to enter into a firm and binding contractual arrangement in order to facilitate the COUNTY request to proceed with the Annex Removal Project, and

WHEREAS, the COUNTY has accepted the estimate of the total cost of the Annex Removal Project of \$5.2 million it received from the private contractor and the COUNTY intends to enter into a contract with that contractor, and

WHEREAS, WISDOT and COUNTY desire to fully cooperate with each other,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties

hereto agree pursuant to the authority granted in Wis. Stat. 66.0301, as follows:

I. COUNTY Responsibilities and Coordination with WISDOT.

- A. COUNTY is responsible for all aspects of the planning, design, and contracting associated with the Annex Removal Project.
- B. COUNTY will coordinate the Annex Removal Project and all design and Annex Facility removal work with the WISDOT Marquette Interchange project and WISDOT contractors without interference with any activities of WISDOT or its contractors.
- C. COUNTY will design and independently contract for the removal of the Annex Facility so that it will complete the removal of the Annex Facility in by June 15, 2006, without interference or additional cost to WISDOT or its contractors.
- D. COUNTY will provide the necessary human resources to carry out the Annex Removal Project.
- E. COUNTY will provide human resources for coordination purposes and advice and experience as may be reasonably requested from time to time by WISDOT to facilitate removal of the Annex Facility without interference with the WISDOT Marquette Interchange project.
- F. COUNTY is responsible to remove and replace approximately 50 feet of WISDOT's retaining wall R0-40-318 adjacent to the existing Annex Facility to eliminate the pinch point on the freeway shoulder and match it with the design of the new retaining wall or grass slope that will accommodate the COUNTY's proposed new parking lot on 10th Street between Wells and State Streets.
- G. Given the shortage of time, WISDOT agrees to work in the future in good faith with COUNTY to identify needs and provide the opportunity for COUNTY to make easement or fee acquisitions from the WISDOT in order to properly

provide Courthouse surface parking on Tenth Street.

- H. COUNTY is responsible for any delay claims from the North Leg and Core Interchange contractors if the removal of the Annex Facility and any work associated with the new parking lot on 10th Street impedes the progress of the North Leg and Core Interchange projects.

II. COUNTY Funding Arrangement with WISDOT.

- A. In February 2002, COUNTY and WISDOT entered into a "Park Freeway Land Disposition Plan and Agreement" for the Park East Freeway -- STH 145 (North 8th to North Jefferson Street) for disposition of property associated with the removal of the Park East Freeway (the Agreement). The Agreement calls for COUNTY marketing and sale of eight remnant parcels to multiple developers to facilitate interest and diversity to the Milwaukee urban fabric. Exhibit A.
- B. The "Park Freeway Plan and Agreement" also provides that the proceeds from the sale of the remnant parcels will be divided between the Federal Highway Administration (FHWA), WISDOT and the COUNTY. For remnant parcels associated with project U027-1(27)\1730-1-21, the Agreement provides that FHWA shall receive 52.2% and the COUNTY shall receive 47.8% of the proceeds of the sales. For remnant parcels associated with project U027-1(30)\1730-1-23, the Agreement provides the FHWA shall receive 38.4%, the COUNTY shall receive 58.0% and WISDOT shall receive 3.6% of the proceeds of the sales. The FHWA share of the proceeds is required to be at least the FHWA participation in the original acquisition cost of the remnant parcels.
- C. The Agreement states that the FHWA share of the proceeds shall be deposited in the WISDOT Transportation Fund as individual parcels are sold and the moneys are then to be used by WISDOT "to fund only Transportation projects, which

would be eligible under Title 23, in Milwaukee County.”

- D. Without changing any of the terms of the “Park Freeway Land Disposition Plan and Agreement,” WISDOT hereby acknowledges FHWA’s letter of August 24, 2005 and confirms that the FHWA’s share of the proceeds of the remnant parcel sales are under the control of WISDOT, may be used for projects eligible under Title 23 U.S.C., that the Annex Removal Project is an eligible activity under Title 23 U.S.C., that WISDOT is responsible for deciding how any such funds should be utilized and ensuring that the expenditure of the funds is properly documented, with the express understanding that WISDOT’s payment of FHWA’s share of the proceeds for the Annex Removal Project to the County will not be unreasonably withheld, conditioned or delayed.
- E. COUNTY will provide a check payable to WISDOT for each sale of the Park Freeway Land remnant parcels in the full amount of the WISDOT share and the FHWA share of the proceeds as individual parcels are sold in accordance with the percentages and levels of state and federal participation stated above.
- F. WISDOT will use the FHWA share of the proceeds of each individual remnant parcel sale exclusively to pay COUNTY for costs and expenses directly relating to the Annex Removal Project up to a total of not more than \$5.2 million. WISDOT hereby agrees that it will not unreasonably refuse, condition or delay such payments to COUNTY.
- G. WISDOT will prepare change orders to the Marquette Interchange project contract(s)¹ that will require WISDOT’s contractor(s) to allow for the period before June 15, 2006 for access and use of the affected area by COUNTY for its removal of the Annex Facility.
- H. WISDOT will work in good faith with COUNTY to facilitate coordination of

¹ Change orders are required at this time as WISDOT’s major final Marquette Interchange contract bids were opened on August 23, 2005.

COUNTY design and removal work with WISDOT contracts. .

- I. By execution of this Annex Removal Project Agreement COUNTY guarantees through its undersigned duly authorized officer or official that if WISDOT's contractors are on schedule as reasonably determined by WISDOT so that they do not delay or otherwise interfere with the COUNTY's ability to complete the Annex Removal Project by June 15, 2006, COUNTY will comply with this Annex Removal Project Agreement and complete removal of the Annex Facility by June 15 2006, at no additional cost to WISDOT or its contractors except as otherwise provided in this Agreement. COUNTY also hereby agrees and fully authorizes WISDOT to equitably set off and withhold and retain from any future moneys otherwise due and payable by WISDOT to the COUNTY to guarantee COUNTY performance and to reimburse WISDOT for any additional costs to WISDOT caused by the Annex Removal Project, not otherwise provided in this Agreement, as reasonably determined by WISDOT. These additional WISDOT costs do not include and WISDOT will not expect COUNTY to pay any routine additional WISDOT costs of traffic control, freeway lighting changes, or other miscellaneous change orders to the WISDOT North Leg or Core Interchange contracts required to facilitate this Agreement if COUNTY complies with this Agreement and completes the Annex Removal Project by June 15, 2006. This guarantee will be implemented by set off if and only if the (1) COUNTY fails to comply with this Annex Removal Project Agreement or complete the Annex Removal Project by June 15, 2006, or both, as reasonably determined by WISDOT and (2) if WISDOT's contractors have been on schedule as determined by WISDOT so that they have not delayed and have not otherwise interfered with the COUNTY's ability to complete the Annex Removal Project by June 15, 2006.
- J. COUNTY further agrees to incorporate the appropriate terms of this Annex

Removal Project Agreement within COUNTY contract specifications for removal of the Annex Facility and COUNTY, in its discretion, will also include liquidated damages or other disincentive provisions in its contract specifications for Annex Facility removal to pay or offset any estimated additional costs or damages that may otherwise be payable to WISDOT by COUNTY as provided above.

K. This Annex Removal Project Agreement is void if not fully executed by duly authorized officials of WISDOT and the COUNTY by November 4, 2005.

III. Severability, Entire Agreement and Warranty of Authority.

In case any part of this Annex Removal Project Agreement is determined by any court of law to be unlawful or unenforceable, it is the intention of the parties that all other provisions of this Annex Removal Project Agreement shall remain in full force and effect. The entire Annex Removal Project Agreement of the parties is contained herein, including Exhibit A, supersedes any and all oral agreements and negotiations between the parties directly relating to the subject matter hereof. The signatories hereto warrant that they have full authority to enter into this Annex Removal Project Agreement and make it binding on the parties hereto without further action or approval. Nothing in this Annex Removal Project Agreement accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this Agreement.

- END OF TEXT -

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 14th day
of November, 2005.

State of Wisconsin, Department of Transportation (WISDOT):

Frank J. Bussalucki
Department of Transportation (WISDOT)

The County of Milwaukee (COUNTY)

George A. Torres 11/4/05
George A. Torres
Highway Commissioner
Director, Transportation & Public Works
County of Milwaukee (COUNTY)

APPROVED AS TO FORM

John S. Szymanski
CORPORATION COUNSEL 11/04/05

8

Reviewed
J.R.P. Path
Paul Munn 11-03-05



Milwaukee County
in conjunction with the
City of Milwaukee

Request for Proposals

Acquisition and Development of Block(s) 1, 2, 4, and/or 7
Park East, Milwaukee Wisconsin

RFP #2014 – ED01

Issue Date: December 1, 2013

INFORMATION SUMMARY SHEET

RFP Title: Acquisition and Development of Block(s) 1, 2, 4, and/or 7, Park East, Milwaukee, Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administration – Economic Development

RFP Issue Date: December 1, 2013

RFP Proposal Receipt Deadline (Rolling): 4:00 PM, the 1st Monday of every month (unless that falls on a holiday) beginning January 6, 2014. The schedule of submission dates shall be as follows:

January 6, 2014	July 7, 2014
February 3, 2014	August 4, 2014
March 3, 2014	September 2, 2014*
April 7, 2014	October 6, 2014
May 5, 2014	November 3, 2014
June 2, 2014	December 1, 2014

*This date is a Tuesday, as Labor Day coincides with the first Monday in September.

RFP Submission Location:

Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

RFP Contact/Administrator:

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Milwaukee, WI 53208
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Lori Lutzka, Development Projects Manager*
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Milwaukee, WI 53202
Telephone: (414) 286-5846
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*Point of contact for information about City-owned parcel on Block 7 only. All other inquiries should be directed to the RFP Contact/Administrator

Proposal can be found on Milwaukee County's website: <http://county.milwaukee.gov/mced>

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ATTACHMENTS

- Attachment A – Conflict of Interest Stipulation (Sign and Submit with Proposal)
- Attachment B – Sworn Statement of Bidder (Sign and Submit with Proposal)
- Attachment C – Cover Sheet for Proposal (Sign and Submit with Proposal)
- Attachment D – Certification Regarding Debarment and Suspension (Sign and Submit with Proposal)
- Attachment E – Proprietary Information Disclosure Form (Sign and Submit with Proposal)
- Attachment F – Purchase Price Offer Form (Sign and Submit with Proposal)
- Attachment G – Property Descriptions and Maps
- Attachment H – Topographical Maps
- Attachment I – Development Code (excerpt)
- Attachment J – MMSD Easement Map
- Attachment K1 – Summary of Environmental Investigations Parcel 129 (Block 1)
- Attachment K2 – Summary of Environmental Investigations Parcel 131 (Block 1)
- Attachment K3 – Summary of Environmental Investigations Parcel 37 (Block 2)
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- Attachment L – Footings/Piers from Freeway Demolition
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Attachment R – Broker Registration Form

SECTION 1 - PURPOSE AND BACKGROUND

1.1 PURPOSE

This Request for Proposal (RFP) is to solicit a buyer and developer for Block(s) 1, 2, 4, and/or 7 of the Park East Development Plat (See **Attachment G**).

Block 1 contains Lot 1, which is approximately 53,739 square feet; Lot 2, which is approximately 33,510 square feet; Lot 3, which is approximately 46,966 square feet; and a proposed alley of approximately 10,500 square feet. A portion of the proposed alley coincides with a storm sewer easement running east/west through the property, providing drainage for the Marquette Interchange.

Block 1 contains prime frontage on West McKinley Avenue, West Winnebago Street and North 6th Street. The Property has a sloping topography with an elevation drop from the western edge of the Block to its eastern terminus at North 6th Street. An approximate topographical map can be found in **Attachment H**.

Block 2 contains Lot 1, which is approximately 45,438 square feet; Lot 2, which is approximately 61,165 square feet, and a proposed public alley of approximately 7,466 square feet. The proposed alley coincides with a storm sewer easement running east/west through the property, providing drainage for the Marquette Interchange.

Block 4 contains Lot 1, which is approximately 48,912 square feet; Lot 2, which is approximately 56,057 square feet; and a proposed public alley of approximately 7,388 square feet. The proposed alley coincides with a storm sewer easement running east/west through the property, providing drainage for the Marquette Interchange.

Block 2 contains prime frontage on West McKinley Avenue, North 6th Street and West Juneau Avenue. Block 4 contains prime frontage on West McKinley Avenue, North 4th Street and West Juneau Avenue. Blocks 2 and 4 are, at this time one contiguous parcel. It is anticipated that North 5th Street will be rebuilt to provide through access from McKinley Avenue. However, an appropriate proposal could foresee the vacation of North 5th Street, if in accordance with the City of Milwaukee's Redevelopment Code (See **Attachment I**).

Block 7 contains land owned by both Milwaukee County and the City of Milwaukee. Of the County portions, Lot 1 contains approximately 18,331 square feet; Lot 2 contains approximately 11,863 square feet; Lot 3 18,616 square feet; and Lot 4 24,964 square feet. Lot 5 is owned by the City and comprises roughly 8,246 square feet. Additionally, there are proposed alleys going both N/S and E/W through the block encompassing approximately 13,388 square feet. In addition to the continuous storm sewer easement running east/west through the property providing drainage for the Marquette Interchange, there is a significant amount of MMSD infrastructure beneath Lot 2. The easements held by MMSD will restrict building ability on this Lot, as can be seen in **Attachment J**.

Block 7 contains prime frontage on West McKinley Avenue, North 4th Street, North 3rd Street and West Juneau Avenue. It's location close to the Milwaukee River and proximity to the new Aloft and Moderne developments make it an attractive piece of downtown property.

Proposals need not be for individual Blocks. Proposals for the development of any lot within or combinations thereof will be considered. When submitting a Proposal, indicate which Block(s), or portions thereof, are included.

In the event the City-owned property on Block 7 is included in the Proposal, the purchase price shall be divided between the County and the City, as appropriate. Development of the City's property will be subject to the same terms and conditions as the County's (i.e. single option to purchase and development agreement with Developer, County and City as parties). The only difference in process will be the need for City Council approval in addition to approval of the County Board. Proposals including Block 7 but excluding the City-owned parcel will likely be deemed undesirable, as the parcel on its own is not easily developable.

The successful buyer and developer ("Successful Proposer") will be required to enter into an Option to Purchase, a Development Agreement, and other documents specified in Sections 2.12 and 2.13 below.

1.2 BACKGROUND

The Property is located within the former Park East Freeway Corridor. The elevated freeway structure that existed within the Park East Corridor was razed and replaced with an at-grade, six-lane boulevard (West McKinley Avenue) and a new bridge across the Milwaukee River. Removal of the freeway structure allowed for the reestablishment of the city street grid and opened up the land beneath and around the freeway corridor for redevelopment as a high quality residential, commercial and entertainment area. This Property, along with other properties within the former Park East Freeway Corridor, was formerly under the jurisdiction of the State of Wisconsin, Department of Transportation.

SECTION 2 - CONDITIONS OF RFP

2.1 ZONING

The Property is located within the Park East Renewal Area, and is governed by the Park East Redevelopment Plan, adopted by the City of Milwaukee Common Council on June 15, 2004. The Redevelopment Plan consists of three documents:

1. The **Renewal Plan**, which contains language that satisfies the state statutes in order to carry out the renewal activities within the Park East Redevelopment project boundaries.
2. The **Master Plan**, which links the Redevelopment Plan to the Milwaukee Downtown Plan.
3. The **Development Code**, which defines land use and design standards.

The Development Code defines permitted land uses and physical design standards such as building placement, height, build-to lines, and street-edge treatment. Applicable portions of the Development Code, organized on a Block-by-Block basis, are attached to this RFP as **Attachment I**.

The Redevelopment Authority of the City of Milwaukee must approve all development plans before building permits can be issued. The approval hinges on conformance with the standards enumerated in the Development Code.

The full Development Code and Redevelopment Plan are available on-line at www.city.milwaukee.gov/projects/parkeastredevelopment.htm. It is the responsibility of the Proposer to review and understand all documents prior to submitting a proposal.

The Property is zoned RED, Redevelopment District. This zoning category allows for a mix of uses including residential, retail, office, and entertainment. A full list of permitted uses is identified in the Redevelopment Plan.

2.2 POTENTIAL USE

The land use provisions and building/site requirements described in the Redevelopment Plan is applicable to all publicly and privately owned parcels and structures located within the Redevelopment Plan boundary. All permit applications and plans for new construction within the area of the Redevelopment Plan will be referred to and reviewed by the Redevelopment Authority of the City of Milwaukee to determine conformance with the Redevelopment Plan.

2.3 UTILITIES

Municipal sewer and water is available to all of the properties. It is the responsibility of the Proposer to verify with the City of Milwaukee the location and capacity of the utilities necessary to serve the proposed development. The existence and/or suitability of laterals are the

responsibility and obligation of the Proposer. Deferred assessments and/or charges/fees on the Property, if any, shall be the financial obligation of the Proposer.

2.4 ENVIRONMENTAL CONDITIONS

Summaries of the Environmental Investigations done on Parcels 129, 131 (Block 1), 37 (Block 2), 38 (Block 4) and 39 (Block 7) are attached as **Attachment K1-K5**, respectively.

2.5 SUBSOIL CONDITIONS

The Property was part of the former Park East Freeway Corridor and contained above and below grade freeway structures. Demolition of the elevated freeway structures included the partial or complete removal of the below-grade freeway support elements and related infrastructure (except piles). The City of Milwaukee, Department of Public Works managed the demolition of the elevated freeway structures as well as the removal of the below-grade freeway support elements and related infrastructure. A map showing the general locations of the remaining footings on the west side of the River is included as **Attachment L**.

Prior to the existence of the freeway, the Property contained various buildings and/or structures. Therefore, the Property may contain foundations, building materials or other debris from these buildings and structures, in addition to any remaining freeway support elements or related infrastructure. The Proposer is responsible for and must make adequate allowance for all excavation and disposal costs for the proposed project. Milwaukee County has no information regarding the bearing capacity of the soil and the Proposer accepts the Property in "AS-IS" condition, including without limitation, environmental and subsoil conditions.

2.6 STORM WATER MANAGEMENT PLAN

Should the proposed project exceed one acre or add one-half acre of new impervious surfaces, the Proposer will be required to submit to the City of Milwaukee a storm water management plan prepared by a registered engineer, in conformance with Chapter 120, City of Milwaukee Code of Ordinances prior to the commencement of work. Go to www.city.milwaukee.gov/stormwatermanagement for more information.

2.7 CONVEYANCE CONDITIONS

Conveyance of the Property shall be "AS-IS", without warranty as to soil, subsoil and environmental conditions. Successful Proposer shall be responsible for all property development costs, including, but not limited to, extension of water and sewer laterals to the property line, vacation charges or fees, if any, deferred assessments, if any, and the replacement of sidewalks and curb cuts.

At closing, County shall include a deed restriction and right of reverter that the property will be subject to the Successful Proposer commencing and completing the construction of the proposed development pursuant to the development schedule submitted by the Successful Proposer and approved by Milwaukee County. In the event the Successful Proposer fails to comply with the excavation commencement date in the proposed development schedule, Milwaukee County shall have the option to reclaim the property through its right of reverter and the Property and the Successful Proposer agrees to re-convey the Property by Warranty Deed, free and clear of all liens, encumbrances, taxes, assessments and the rights of others, except those in existence, if any, prior to the conveyance of the Property to the Successful Proposer. The foregoing deed restriction and right of reverter shall be subordinated to all financing and investment interests necessary to construct the project.

2.8 PERFORMANCE DEPOSIT

The Successful Proposer shall submit to Milwaukee County, at or prior to closing, a Performance Deposit (“Deposit”) in the amount of \$50,000.00. The Deposit shall serve as security for the satisfactory performance of the project obligations and commitments made in response to this Request for Proposals, the terms of the development agreement entered into by the Proposer and as a guarantee for the completion of the development project approved by the City of Milwaukee. No interest will be paid on the Deposit.

2.9 PREVAILING WAGE

The Successful Proposer must pay prevailing wages for all construction employees working on the project. See Milwaukee County Ordinances Section 30.02 for a list of the applicable provisions. The relevant County Ordinance, together with the Prevailing Wage Rate Determination is attached as **Attachment M**. Milwaukee County will work with Developer and its General Contractor to adapt existing General Contractor wage reports to meet this requirement. Successful Proposer must provide, on a monthly basis, copies of the General Contractor’s weekly certified payroll reports showing compliance with this requirement, which is subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. In addition to restitution and the possibility of being restricted from participating in future contracting opportunities with the County, a liquidated damages provision for noncompliance will be negotiated between the successful proposer and Milwaukee County prior to closing. The Proposer’s General Contractor may be required to utilize LCPTracker, or other internet-based system, to submit these wage reports.

2.10 DBE GOALS AND REPORTING

It is the policy of Milwaukee County to ensure that Disadvantaged Business Enterprises (DBEs), certified through the Wisconsin Uniform Certification Program (WIUCP), have an equal opportunity to receive and participate in Milwaukee County contracting opportunities.

The successful proposal will be required to meet a goal of 25% DBE participation for construction expenditures and 17% DBE participation for professional services expenditures (“Minimum DBE Goal”). To satisfy this requirement, proposer must meet or exceed the goal, or demonstrate that it made a “good faith effort” to reach the goal (“Minimum Good Faith Efforts”). Minimum Good Faith Efforts will be specified on a project basis, but include primarily outreach and advertising requirements to reach DBE markets and negotiation practices to make DBE participation more likely. On a monthly basis during the course of the project, the successful proposer will be required to report which DBE’s bid on the project, report on which DBE’s were committed to a contract, and to submit DBE Utilization Reports and DBE Payments Certification (“DBE Forms”). Copies of these forms are available at <http://county.milwaukee.gov/cbdp/ComplianceServices.htm> and included in **Attachment N**. Developer may be required to utilize B2Gnow, or other internet-based system, to submit these monthly reports to the County.

Prior to closing, Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment N**, to ensure compliance with its provision of the community benefits set forth in this RFP. The agreement will include a PERC Compliance Plan containing tailored DBE provisions which at the very least will outline the Minimum DBE Goal percentages specified above and Minimum Good Faith Efforts. The PERC Compliance Plan will include monthly reporting on the DBE Forms, which is subject to auditing by Milwaukee County Community Business Development Partners department. A liquidated damages provision for noncompliance will be negotiated between the successful proposer and Milwaukee County prior to closing.

2.11 WORKFORCE GOALS AND REPORTING

It is the policy of Milwaukee County to ensure that its local workforce has an equal opportunity to participate in Milwaukee County contracting opportunities, and to ensure that apprenticeship and training opportunities are available to enhance the quality of the local workforce.

If the Successful Proposer desires to be eligible for points for a Residential Hiring Goal and an Apprenticeship/Job Training Goal, pursuant to Sections 3.4.9 and 3.4.10, then wages paid on the Successful Proposer’s project must be tracked to ensure compliance with Successful Proposer’s stated goals as provided in Sections 3.4.9 and 3.4.10 below. Milwaukee County will work with Developer and its General Contractor to adapt existing General Contractor wage reports to meet these requirements. Successful Proposer must provide, on a monthly basis, copies of the General Contractor’s weekly payroll reports to show compliance with this requirement, which are subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. Such payroll reports must contain addresses for purposes of tracking residency and information related to the employees’ status with regards to being an apprentice or having been enrolled in a job training program. Employee affidavits and proof of residency will also be required. If claiming points in Section 3.4.9 or 3.4.10 below, a liquidated damages provision for noncompliance will be negotiated between the successful proposer and Milwaukee County prior to closing. The Proposer’s General Contractor may be required to utilize LCPTracker, or other internet-based system, to submit these reports.

Prior to closing, Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment N**, to ensure compliance with its provision of the community benefits set forth in this RFP. The agreement will include a PERC Compliance Plan containing tailored residential hiring and workforce (apprenticeship/job training) participation provisions to help the Proposer meet or exceed its goals and outline what might be considered a good faith effort in the event the goals are not achieved.

2.12 DEVELOPMENT AGREEMENT

Successful Proposer will be required to enter into a Development Agreement (see **Attachment O**), as part of the Successful Proposer closing. The Development Agreement will include, but will not be limited to, the project make-up, the commitments, obligations and a guarantee by the Successful Proposer, the schedule of the development project, the project design approved by the County, as well as the DBE, Prevailing Wage and Workforce Hiring (Residential and Apprenticeship/Job Training) requirements. The attached Development Agreement is a model and will be negotiated with the selected proposer to reflect the actual proposal. Modifications may be made as part of the negotiations between Successful Proposer and County prior to closing, which may include without limitation, modifications to reporting mechanisms.

2.13 GRANT OF OPTION

The requirements of this section 2.13 are in addition to the Performance Deposit required in section 2.8 above.

Upon approval of a Successful Proposer by the Milwaukee County Board of Supervisors and the County Executive, the Successful Proposer will be granted a nonassignable twelve (12) month option to purchase (sample attached as **Attachment P**). The option period shall be used by the Proposer to satisfy or obtain any or all purchase and development requirements, tenant/financing commitments, approvals or licenses/permits from the City of Milwaukee and/or other regulatory agencies. Successful Proposer shall exercise the option on or before the expiration of the twelve-month option period and close the purchase within thirty (30) days thereafter. The Successful Proposer shall pay a \$50,000 option fee in the form of a certified cashier's check or money order for the twelve-month option period. The \$50,000 option fee shall be credited against the purchase price at closing, but is nonrefundable if the sale does not close. The Successful Proposer shall, at its option, be granted two additional six (6) month extensions after the initial twelve-month option period. The Successful Proposer shall pay a nonrefundable option extension fee of \$25,000 for each additional six-month extension. Each six-month extension will increase the purchase price by \$12,500 (one half the option fee), pursuant to CB Resolution 08-30(a)(d).

Any extensions beyond the twenty-four (24) month option period must be approved by County Board and County Executive taking into consideration the reasons expressed by the Successful Proposer for requesting the extension. The calculation of the time value of money using the increased purchase price, the duration of the option, and appropriate market rate of return shall be utilized to establish the option extension fee. Whether the option extension fees paid are

credited against the purchase price or further increase the purchase price shall be decided at the time the extension request is made by the Successful Proposer.

In the event the Successful Proposer does not exercise the option and finalize the purchase of the Property, 100% of all option fees paid (including those fees that increased the purchase price) will not be refunded.

2.14 PROPERTY CLOSING

Closing the sale is contingent on the completion of the following items to the satisfaction of Milwaukee County:

- Approval of the project design by the City of Milwaukee (with City permit to commence construction, if available). Final design shall be substantially consistent with the proposal approved by the Milwaukee County Board of Supervisors and County Executive.
- Project financing satisfactory to Milwaukee County.
- Executed Development Agreement, including DBE, Prevailing Wage and Workforce goals and respective compliance plans.

2.15 PERC OVERVIEW

The Property is subject to the Park East Development Compact (PERC). The PERC has requirements of both the Successful Proposer and the County. The County's commitment includes off-site affordable housing, an economic development loan fund and a work force initiative that are separate from any requirements of the Successful Proposer. The Successful Proposer's obligations under the PERC are the Prevailing Wage Requirement (see Section 2.9), DBE Goal (see Sections 2.10 and 3.4.8), Local Workforce (Residential) Hiring Goals (see Sections 2.11 and 3.4.9), and Workforce Apprenticeship/Training Goals (See Section 3.4.10). For your reference, a full copy of the PERC is attached as **Attachment Q**.

2.16 BROKER INCENTIVES

Qualified brokers, as described below, will receive a commission of \$50,000 per acre, prorated on a hundredth of an acre basis, provided a broker registration form, attached as **Attachment R**, is submitted with this RFP. Receipt of the brokerage fee will be contingent upon the existence of the registration letter, the broker being licensed in the State of Wisconsin, the broker not being a principal of its client or any entity having an ownership interest in its client and the land sale closing within 24 months of a signed Option to Purchase.

SECTION 3 – PROCESS AND CONTENT OF PROPOSAL

3.1 PRE-PROPOSAL CONFERENCE

Because this is a rolling RFP there will not be a Pre-Proposal Conference. Extensive information on the property and the process can be found at: www.ParkEastMKE.org

3.2 PROPOSAL QUESTIONS

This RFP is issued by the Milwaukee County Department of Administrative Services – Economic Development Department. Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to:

RFP Contact/Administrator as provided in Information Summary Sheet.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding. Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, it must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of proposers to check the website for any amendments prior to the RFP submission date. All amendments must be acknowledged on the Sworn Statement of Bidder form. Failure to do so may result in the response being rejected.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

3.4 PROPOSAL SUBMISSION

This is a rolling RFP, designed to seek proposals for the redevelopment of the remaining Park East lands on a continuous basis until there are no parcels remaining. Every 1st Monday of the month at 4:00 p.m., beginning January 6, 2014, will be the deadline for consideration in that RFP review period. Proposals submitted after 4:00 p.m. on a deadline day will be held over, unopened, until the next submission date, without exception.

Proposers must submit one (1) original paper copy with signatures, and seven (7) copies of the RFP response in sealed envelopes. The Proposer must also include a PDF copy of the proposal on a CD or DVD.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Response To: Acquisition and Development of Block(s) [Insert Appropriate Number(s)]
Park East, Milwaukee Wisconsin

PROPOSAL RESPONSE, RFP #: 2014 – ED01

DEADLINE DATE: (See schedule included on the Information Summary Sheet for appropriate date)

Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

The proposal shall specifically provide the following:

3.4.1 TITLE PAGE AND TRANSMITTAL

Request 1: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 2: A signed letter of transmittal shall accompany the proposal that provides an understanding of the agreement to be made with the County and the name, title and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

Request 3: Signed Attachments A-E.

Request 4: Signed Attachment R, if a proposer is represented by a broker.

3.4.2 PURCHASE PRICE

Request 4: Proposers shall complete and submit Attachment F in a separate sealed envelope.

3.4.3 QUALIFICATIONS

Request 5: For each member of the Proposer's development team, the Proposer shall provide a narrative that identifies the name and entity type of each member of the development team (i.e. LLC, LLP, etc.), and the managing member or partner of each. Provide a summary of the expertise, background and experience each development team member possesses to complete the proposed development. Describe any comparable development projects completed by the individuals and/or development team.

3.4.4 PROJECT DESCRIPTION

A. NARRATIVE.

Request 6: Proposers shall provide a project narrative indicating the type and/or mix of the development being proposed. If housing is included as part of the proposed project please indicate what percentage of units, if any, are designated for families that are at income levels of 80% or below the County Median Income. Including any housing, or any affordable housing, is not a requirement of the RFP.

B. PLANS

Request 7: Proposers shall provide a narrative of the architectural and site plans. The narrative should address the aesthetic design quality of the project and architectural interest/compatibility of the proposed development, including the type and quality of building materials, the extent of landscaping and the extent to which the proposed development enhances the surrounding neighborhood. If available, proposers may also include (a) site plan(s) depicting building areas, open/green spaces, parking, loading, pedestrian and vehicular circulation, site ingress/egress, site landscaping and streetscaping, (b) floor plans, and (c) elevations.

C. PROJECT SCHEDULE

Request 8: Proposers shall provide an estimated schedule of the proposed development, including but not limited to, the excavation commencement and completion dates and the completion date of the entire project. If the project is going to be phased, a schedule for the phasing should also be included.

3.4.5 FINANCIAL FEASIBILITY

Request 9: Proposers shall provide a narrative of the financial feasibility of the project and supporting documentation, if applicable. Supporting documentation may include letters of interest from lenders or investors on current project, letters of reference from lenders or investors on previous projects, and a market study if available. At a minimum the submittal should include (a) sources and uses statement (i.e. financing sources and development costs), and (b) operating proforma with debt service coverage, if applicable. If a financial gap is included as part of the sources, then an explanation of what gap sources will be sought out and the status of each is suggested (i.e. not yet applied, awaiting approval, awarded).

3.4.6 ZONING READINESS

Request 10: Proposers shall provide a narrative indicating the compatibility of the proposed use with the adjacent land uses and compliance with the City of Milwaukee Redevelopment Plan, the associated Development Code, and the City of Milwaukee Zoning Ordinance. Specifically, please address whether a zoning amendment is required; and if so indicate whether there is municipal support for such amendment. (e.g. a letter from municipality or local elected representatives in support of the project).

3.4.7 GREEN DESIGN

Request 11: Proposers shall provide a narrative indicating what green design elements are included in the project. Specifically identify what, if any, energy efficiency and storm water management design elements are included, and whether space has been reserved to promote transportation alternatives like BikeShare kiosks, Milwaukee County Transit System (MCTS) bus stops, or a Milwaukee Streetcar boarding area. Please indicate if the project is being designed for a LEED or other green certification.

3.4.8 DBE GOAL AND PLAN

Request 12: Proposer shall provide a narrative of experience meeting DBE Goals or similar goals in the past, proposer's past willingness and experience in exceeding

minimum goals, and proposer's plan to at least meet the Minimum DBE Goal and Minimum Good Faith Effort. A third party contractor to complete the monitoring is not a requirement.

3.4.9 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN

Request 13: Proposer shall provide a narrative of its residential hiring goal (in terms of total worker hours) for Milwaukee County residents and strategy for implementation, if any. The narrative should specifically address what the goal is for construction costs (no minimum) and professional services (no minimum) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet residential hiring goals or similar goals on previous projects.

3.4.10 WORKFORCE: APPRENTICESHIP AND TRAINING OPPORTUNITIES GOAL AND PLAN

Request 14: Proposer shall provide a narrative of its apprenticeship and training goals and strategy for implementation, if any. The narrative should specifically address what the goal (in terms of total worker hours) is for construction costs (no minimum) and professional services (no minimum) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet apprenticeship and training goals or similar goals on previous projects.

3.4.11 PROJECTED TAX BASE

Request 15: Proposers shall provide a projection of the assessed value created by the proposed project for property tax purposes. The projection shall include a narrative of why the projection is reasonable.

3.4.12 PROJECTED JOBS CREATED

Request 16: Proposers shall provide a projection of the number of expected construction jobs and permanent jobs, whether they are full or part-time jobs and the respective wages and benefits of each. The projection shall include a narrative of why the projection is reasonable.

3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION

Request 17: Enclosed is a draft of the proposed Development Agreement and Option (see **Attachments O and P**). All proposers shall review the draft agreements and confirm in the proposals their ability to comply with all material requirements. Any material exceptions shall

be provided in writing noting the section of the agreement and the specific exception being taken. Any material exceptions to the draft agreements identified by any proposer are not part of the evaluation process, as any resulting agreement is subject to negotiation with the successful proposer. In the absence of any such material exceptions noted by proposer, Milwaukee County expects the winning proposer to execute a contract in substantially the same form as the attached draft contract.

Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting Development Agreement.

SECTION 4 - CRITERIA FOR EVALUATION

4.1 EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by the Economic Development Director of Milwaukee County to evaluate all responsive proposals and to make a recommendation on each of the proposals.

Oral presentations may be requested by the Economic Development Director of Milwaukee County. If oral presentations are requested, bidders will be notified at least one week in advance of when the presentations are to take place and what information should be provided. Typically, the presentations will occur 2-3 weeks after a round of proposals has been submitted. However, Milwaukee County reserves the right to modify this timeline as necessary.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer, but Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded, up to and through final action of the County Board of Supervisors and the County Executive.

4.2 EVALUATION CRITERIA

The Committee shall conduct its evaluation of the merit of the proposals submitted. The process involves applying the evaluation criteria to assess the buyer/developer.

The criteria that will be used by the Committee for the evaluation of the proposals for this RFP are listed below.

Purchase Price 0 – 50 points

All proposals will receive a score relative to the best purchase price offered by all other responders.

Qualifications and Experience 0 – 50 points

All proposals will receive a score, as determined by the Committee, relative to the qualifications and experience of other responders. Criteria to be considered include, but

are not limited to, experience in developing, financing or managing a project of similar scale.

Project Description & Design

0 – 50 points

All proposals will receive a score, as determined by the Committee, relative to the description and design of other responders. Criteria to be considered include, but are not limited to, the quality of materials proposed and aesthetic design, and whether the design is consistent with the Park East Redevelopment Plan.

Financial Feasibility

0 – 50 points

All proposals will receive a score, as determined by the Committee, relative to the financial feasibility of other responders. Criteria to be considered include, but are not limited to, the responders experience in obtaining similar financing/investment, any existing financing commitments, the amount of any financing gap, the reasonableness of financing assumptions (i.e. loan and investment terms), reasonableness of market demand, construction and operating assumptions.

Zoning Readiness

0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the zoning readiness of other responders. Criteria to be considered include, but are not limited to, whether the proposal meets existing zoning standards, or whether any expected zoning change has municipal support.

Green Design

0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the green design of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing green design in previous projects, whether alternative transportation elements have been included, and the proposals treatment of energy efficiency, storm water and other expected LEED certifications, if any.

DBE Experience

0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the DBE Experience of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing DBE or similar goals in the past, and the responder's

willingness and experience in exceeding DBE or similar goals in the past.

Workforce: Residential Hiring Goal & Plan 0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the Residential Hiring Goal & Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing residential hiring or similar goals in the past, the goal of residential hiring for the project, and the comprehensive nature of the residential hiring plan.

Workforce: Apprenticeship and Training Goal & Plan 0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the Apprenticeship & Training Goal and Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing apprenticeship and job training goals or similar goals in the past, the goal of apprenticeship and job training for the project, and the comprehensive nature of the apprenticeship and job training plan.

Projected Tax Base 0 – 25 points

Any tax exempt proposal will receive zero points. All other proposals will receive a score, as determined by the Committee, relative to the projected tax base by other responders. Criteria to be considered include, but are not limited to, the amount of tax base created and the clarity and reasonableness of the projection.

Projected Jobs Created 0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the projected number of jobs created by other responders. Criteria to be considered include, but are not limited to, the amount of jobs projected (both temporary construction and permanent), the clarity and reasonableness of the projection, percentage of full time vs. part time jobs, and the associated wages and benefits of each.

Total Points Available 375 points

Milwaukee County reserves the right to select a proposer for contract award based upon the proposer's proposal without further discussion.

Should, however, Milwaukee County find that further discussion would benefit Milwaukee County, Milwaukee County reserves the right to conduct discussions and will notify responsible proposer(s). When in the best interest of Milwaukee County, Milwaukee County may permit qualified proposer(s) to revise their proposals by submitting “Best and Final” offers.

4.3 DETERMINATION

Following evaluation, the Committee will make a recommendation to the Economic Development Director of Milwaukee County of the proposer(s) whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the highest. If the Committee believes none of the proposals are in the best interests of the County, it shall recommend that no selection be made.

4.4 AWARD PROCESS

If a Successful Proposer or Proposers are identified, an Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the Successful Proposer(s), at its option, regarding the terms of a contract and other issues to be incorporated into the contract (“Negotiated Award”).

In the event that a Negotiated Award cannot be made with the initial Successful Proposer, Milwaukee County reserves the right to proceed with contract negotiations with any other responder to the initial request for proposal (“Secondary Negotiated Award”).

In the event that within 30 days after the close of the RFP, Milwaukee County is not able to make a Negotiated Award or a Secondary Negotiated Award, then Milwaukee County may proceed with contract negotiations with any party, regardless of whether such party responded to the initial RFP (“Open RFP Award”).

Prior to agreement issuance of a Negotiated Award or a Secondary Negotiated Award, the Director of Economic Development shall make a recommendation of award of the agreement to the County Executive and the County Board of Supervisors subject to their approval. An agreement will only be executed following final approval by the County Board of Supervisors and County Executive of the recommendation to award the contract.

SECTION 5 - PROPOSAL TERMS AND CONDITIONS

5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Successful Proposer shall maintain their availability to close this transaction for a period of six (6) months after submitting its proposal. Successful Proposer is expected to perform planning and implementation activities prior to closing. Milwaukee County will not reimburse for these costs.

5.2 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS

Successful Proposer will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

Successful Proposer will at all times be in compliance with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances as they relate to its execution and performance of the agreement.

5.4 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

5.5 DISCLOSURE OF RFP INFORMATION

All materials submitted become the property of Milwaukee County.

Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the RFP process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment G – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

5.6 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the successful proposer within the scope of the RFP in the best interests of Milwaukee County.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. Modification of submitted proposals via e-mail to the RFP Contact/Administrator is not permitted, but a proposer may resubmit a proposal that has been withdrawn, so long as the new submittal is received prior to the Proposal Receipt Deadline. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

5.7 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

5.8 PROTEST AND APPEALS PROCEDURES

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110, (Available at http://www.municode.com/Library/WI/Milwaukee_County).

5.9 CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

"No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents."

5.10 FEDERAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal laws and regulations.