

**COOPERATION AGREEMENT
FOR REDEVELOPMENT OF THE HARBOR DISTRICT**

This Agreement dated this _____ day of _____, 2015, is entered into by and between the City of Milwaukee, a municipal corporation existing under the laws of the State of Wisconsin and acting in collaboration with its Port of Milwaukee and Board of Harbor Commissioners, (collectively the "City"), the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, ("RACM") and Harbor District, Inc., a Wisconsin nonstock corporation, ("HDI").

WITNESSETH:

WHEREAS, The land and waterways bounded approximately by Bay St. on the south, 2nd Street on the west, the Milwaukee River on the north and Lake Michigan on the east, as depicted in **Attachment A** have been identified as the Harbor District; and

WHEREAS, A number of planning efforts and initiatives, identified in **Attachment B**, address all or portions of the Harbor District and recognize the Harbor District's potential to contribute to the economy, ecology, and cultural and recreational assets of the region; and

WHEREAS, The parties recognize the necessity of leveraging the strengths and resources of both the public and private sectors in a coordinated, cooperative manner in order to achieve a world class redevelopment of the Harbor District; and

WHEREAS, HDI has been created, with leadership from the City, to serve as the venue for public-private partnership to facilitate the revitalization and redevelopment of the Harbor District and HDI has worked and continues to work to conduct outreach; to gather information about the Harbor District; to participate in bike, pedestrian and open space planning; and to secure funding and resources to contribute to the effort both in cash and in kind; and

WHEREAS, the City, by Resolution No._____, approved this Agreement and authorized the proper City officers to execute this Agreement on the City's behalf.

WHEREAS, RACM, by Resolution No._____, approved this Agreement and authorized the proper RACM officers to execute this Agreement on the RACM's behalf.

WHEREAS, the City's Board of Harbor Commissioners reviewed this Agreement at its meeting on INSERT DATE, and expressed its approval of the terms of the Agreement.

WHEREAS, HDI, through its Board of Directors, approved this Agreement and authorized the proper the HDI officers to execute this Agreement on HDI's behalf.

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

**ARTICLE 1
PUBLIC-PRIVATE PARTNERSHIP**

- A. In keeping with the Bylaws of Harbor District, Inc. and HDI's Guide to Board Composition, HDI shall maintain a balance of perspectives, including City and RACM perspectives, on its Board of Directors and committees.
- B. The City and its subsidiaries and RACM shall consult with HDI in decisions related to the use and disposition of land and other assets in the Harbor District.

**ARTICLE 2
WATERWAY AND LAND USE PLAN**

- A. The parties shall collaborate on a comprehensive market study and waterway, land use and economic development plan (the "WaLUP") for the Harbor District that unifies disparate planning efforts and the multiple public bodies involved in order to serve the best interests of the community and region.
- B. RACM shall serve as the financial and contract manager for the WaLUP, and shall administer grant funds and City funds identified for this purpose, including grant funds from the Wisconsin Coastal Management Program and the U.S. Environmental Protection Agency, and funds being contributed by Milwaukee County from a grant received for this purpose from the Wisconsin Economic Development Corporation.
- C. HDI shall serve as the project manager. In this role, HDI shall ensure that community stakeholders and key constituents are informed and consulted as the WaLUP is completed. HDI, with cooperation and support from City and RACM staff, shall ensure the timely completion of the WaLUP.
- D. The City shall ensure that the WaLUP appropriately incorporates recommendations and outcomes from previous planning efforts in this area, including the Port Redevelopment Plan, the Near South Side Area Plan, and the Walker's Point Strategic Action Plan. Upon completion, the City and RACM will work in good faith to get the WaLUP adopted as each party's officially recognized planning document for the Harbor District.
- E. The parties shall collaborate to ensure implementation of WaLUP recommendations.

**ARTICLE 3
RECORD KEEPING AND RECORD ACCESS**

The City Comptroller or any duly authorized representatives and agents of the City and/or the City shall have the right to examine, inspect, transcribe and audit at any time during normal business hours, and upon reasonable notice, all books, records, maps, plans, financial statements, and all other documents related to compliance with this Agreement, whether in paper, electronic or other form. It is the responsibility of the representatives of the other parties to this Agreement to produce the materials requested by the City and/or the City.

**ARTICLE 4
COUNTERPARTS**

This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.

**ARTICLE 5
NOTICES**

Any written notices regarding this Agreement shall be sent to:

A. For the City:

Mary Schanning
841 N. Broadway, 10th Floor
Milwaukee, WI 53201

With a copy to the Port of Milwaukee:

Paul Vornholt
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207

B. For RACM:

David Misky
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

C. For the Harbor District, Inc.:

Ben Gramling
2906 S. 20th Street
Milwaukee, WI 53215

[Signature Page Follows]

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

HARBOR DISTRICT, INC.

CITY OF MILWAUKEE

By: _____

Tom Barrett, Mayor

Approved for City as to form and execution

James R. Owczarski, City Clerk

COUNTERSIGNED:

Mary L. Schanning
Assistant City Attorney
On the ____ day of _____, 2015

Martin Matson, Comptroller

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

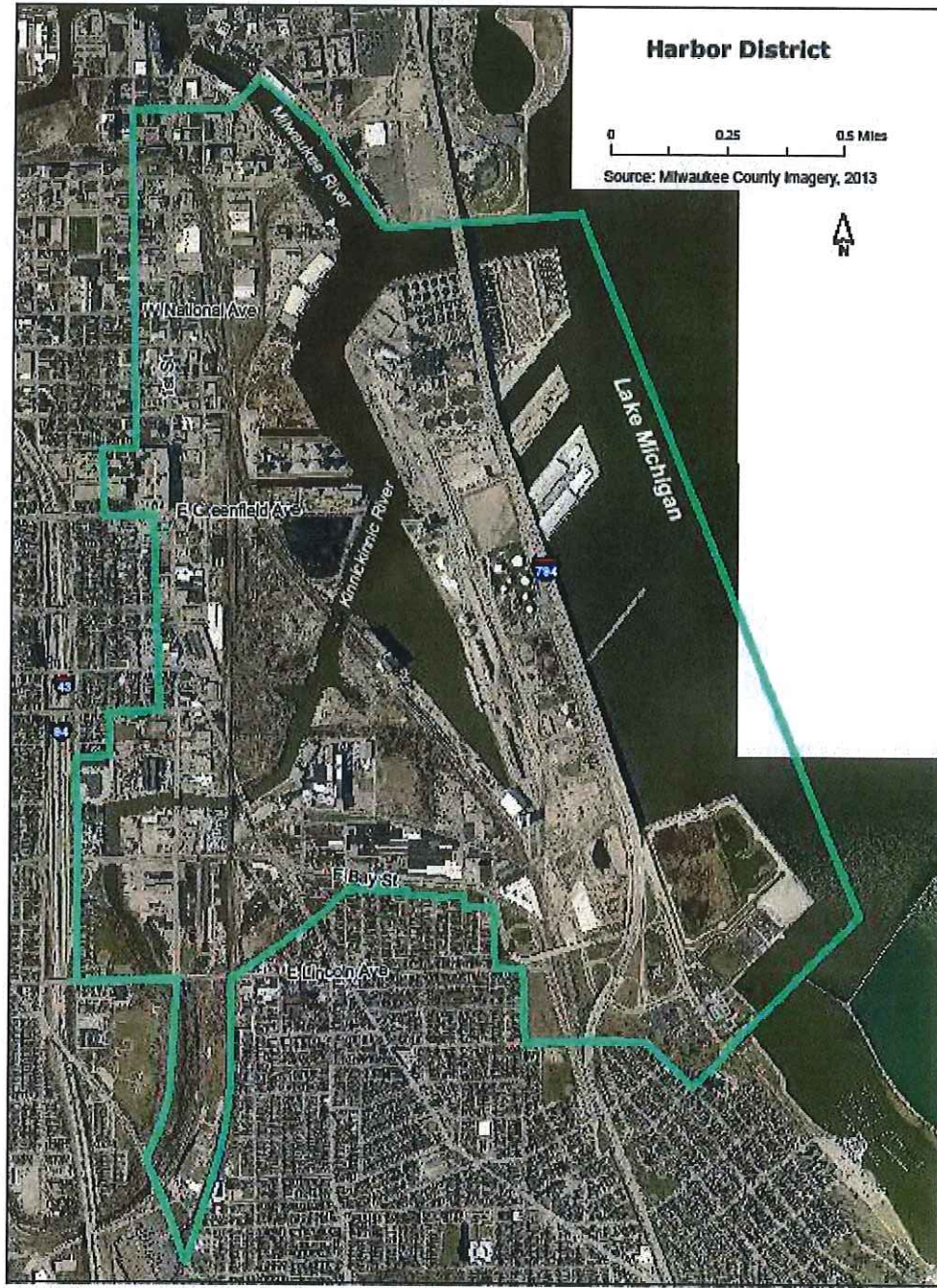
William J. Schwartz, Chairperson

David P. Misky, Assistant Executive
Director/Secretary

1089-2015-271:212700

Attachment A

Map of the Harbor District



Attachment B

Planning efforts and initiatives for the Harbor District

List of Prior and Current Planning Efforts Related to the Harbor District:

- a) M7 & City of Milwaukee “Manufacturing City” Proposal (M7, 2014)
- b) Port of Milwaukee Financial Analysis and Market Assessment (Port of Milwaukee, 2013)
- c) Transform Milwaukee (Wheda, 2015)
- d) Wisconsin 2030 Rail Plan (WisDOT, 2013)
- e) Near South Side Plan (City of Milwaukee, 2009)
- f) Walker’s Point Strategic Action Plan (Draft, City of Milwaukee, current)
- g) Institute for Ecological Design: Inner Harbor Books 1-4 (UWM I4ED, 2011-13)
- h) ReFresh Milwaukee (City of Milwaukee, 2013)

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