

Interlocal Cooperation Agreement

This Interlocal Cooperation Agreement (this "Agreement") is entered into as of _____ day of _____, 2013 (the "Effective Date") by, between, and among the Local Government Parties (as hereinafter defined).

RECITALS

WHEREAS, each Local Government Party conducts planning and development activities designed in part to foster and enhance economic development for the benefit of the residents and businesses within its geographic boundaries;

WHEREAS, in March 2008, the Airport Area Economic Development Task Force (AAEDTF) was organized with the objective of improving collaboration of planning efforts and development standards among the Local Government Parties for the areas surrounding General Mitchell International Airport (GMIA);

WHEREAS, following an 18-month process, including a review of their respective land use plans for the GMIA area, the Local Government Parties, together with the Southeastern Wisconsin Regional Planning Commission, GMIA, elected officials and staff representing Milwaukee County, the Port of Milwaukee, the State of Wisconsin, and the Federal Government, and business owners, representatives and staff from the Airport Gateway Business Association, the South Suburban Chamber of Commerce, the Milwaukee Metropolitan Association of Commerce, the Greater Milwaukee Committee, Spirit of Milwaukee, and Visit Milwaukee, authorized the incorporation of the AAEDTF as a 501(c)3 organization for the purpose of carrying on the work of the AAEDTF on behalf of the Local Government Parties;

WHEREAS, the AAEDTF developed a Vision Statement, Mission Statement, Goals, and Founding Principles for the Milwaukee Gateway Aerotropolis Corporation (Aerotropolis Milwaukee), which was incorporated in 2010 as a membership corporation that is controlled by its member governments and government instrumentalities, but also has representation appointed from local business associations;

WHEREAS, by previous resolutions, the Local Government Parties have become members of Aerotropolis Milwaukee and directed it to (1) conduct studies and evaluations on their behalf, (2) make the results of such studies and evaluations available to its members and the general public, and (3) coordinate planning and development efforts of the Local Government Parties with respect to the GMIA area;

WHEREAS, in furtherance of the efforts of Aerotropolis Milwaukee, the Local Government Parties desire to cooperate with each other with respect to regional land use planning and economic development within the areas surrounding GMIA ;

WHEREAS, each Local Government Party has the statutory power and authority to perform various economic development and regional planning activities within the Interlocal Aerotropolis Area, as well as administrative functions in support thereof; and

WHEREAS, the Local Government Parties have been, and are, duly authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Local Government Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a cooperative intergovernmental process for land use planning and economic development activities within the Interlocal Aerotropolis Area, in connection with attracting commercial, industrial, and other businesses and activities having a direct or indirect relationship to intermodal transportation, logistics, air commerce and the use of GMIA (the “Purpose”).

2. **Duration.** The initial term of this Agreement shall commence on the Effective Date and be in effect for a period of three (3) years thereafter, unless sooner terminated pursuant to the terms of this Agreement. At the conclusion of the initial term, this Agreement shall renew automatically for periods of three (3) years each, until and unless a majority of the Local Government Parties provide written notice of their intention not to renew this Agreement at least six (6) months prior to the expiration of the then-current term.

3. **Interlocal Aerotropolis Area.** The Interlocal Aerotropolis Area, as well as the particular Local Government Parties participating in this Agreement, may be changed or modified by amendment to this Agreement signed by all of the Local Government Parties. Notwithstanding the foregoing, any Local Government Party may modify its designated Interlocal Aerotropolis Area at any time, provided the same shall reasonably relate, directly or indirectly, to intermodal transportation, logistics, air commerce, or the use and development around GMIA.

4. **Governance.**

The implementation of the Operational Requirements of this Agreement shall be carried out by the Milwaukee Gateway Aerotropolis Corporation and its participating members. Responsibilities of this Agreement including but not limited to provision of public notice and compliance with all applicable laws shall be carried out by the Milwaukee Gateway Aerotropolis Corporation.

5. **Operational Requirements.**

- a. **Cooperation.** The Local Government Parties agree to cooperate reasonably and in good faith with respect to land use planning and economic development activities within the Interlocal Aerotropolis Area.

- b. **Projects.** The Local Government Parties may identify, discuss, and approve projects that are beneficial to, and support, the Purpose. In addition, the Local Government Parties may discuss and approve other matters to which they may agree, including, by way of example and not of limitation, and shall pursue in good faith:
 - i. Design and development principles;
 - ii. Streamlined or expedited permitting processes;
 - iii. Economic incentives, including creation of tax incremental financing districts within and across municipal boundaries;
 - iv. Joint marketing and promotion;
 - v. Infrastructure development;
 - vi. Changes to boundaries or size of the Interlocal Aerotropolis Area.

6. Withdrawal.

Any Local Government Party may withdraw from this Agreement at any time upon not less than six (6) months prior written notice given to all of the other Local Government Parties.

7. Applicable Law.

This Agreement shall be subject to, governed by, and construed under the laws of the State of Wisconsin. The Local Government Parties hereby acknowledge that this is a simple cooperative agreement which does not authorize or establish a budget, financing or supplies of any kind, or permit the acquisition, holding or disposition of any real or personal property in connection with the Purpose; and, if the Local Government Parties hereafter desire to authorize or permit any of the foregoing, this Agreement must be amended accordingly. Each Local Government Party acknowledges that it may be necessary to amend this Agreement, from time to time, in order to ensure its compliance with all applicable laws, rules and regulations.

8. General.

This Agreement sets forth the entire agreement of the Local Government Parties. This Agreement shall be amended or modified only by a written instrument signed by all of the Local Government Parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then, in such event, that provision shall be stricken and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect. This Agreement may be executed by counterparts, each of which (taken together) is an original by all of which constitute one instrument.

IN WITNESS WHEREOF, the following governmental entities have caused their duly authorized representatives to execute this Agreement as of the Effective Date.