



Department of City Development

City Plan Commission  
Historic Preservation Commission  
Neighborhood Improvement  
Development Corporation  
Redevelopment Authority

Rocky Marcoux  
Commissioner

Martha L. Brown  
Deputy Commissioner

January 13, 2011

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

Dear Mr. Leonhardt:

Enclosed is a duplicate original of the Cooperation Agreement Regarding Bishop's Creel Redevelopment Project, Contract No. 10-043(CM), between Bishop's Creek Community Development Corporation and the City of Milwaukee.

Please insert this agreement into Common Council Resolution File No.100549, approved November 15, 2010.

Sincerely,

  
Scott Stange  
RACM Compliance Officer

Enclosure

DUPLICATE  
ORIGINAL

COOPERATION AGREEMENT  
REGARDING  
BISHOP'S CREEK REDEVELOPMENT PROJECT

CITY OF MILWAUKEE  
AND  
BISHOP'S CREEK COMMUNITY DEVELOPMENT CORPORATION

This Cooperation Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between City of Milwaukee, Wisconsin, a municipal corporation, (the "City") and Bishop's Creek Community Development Corporation, a Wisconsin non-stock corporation ("Bishop's Creek CDC").

**WHEREAS**, Department of City Development (DCD) is committed to activities that promote redevelopment efforts in the 30th Street Industrial Corridor to attract new private and public investment; and

**WHEREAS**, the Common Council of the City of Milwaukee adopted Resolution No. 100549, attached hereto as Exhibit "A", on September 21, 2010, authorizing an expenditure of \$240,000 from the Development Fund for site preparation at the Bishop's Creek Redevelopment Project located at 32nd and Hampton; and

**WHEREAS**, DCD is authorized to administer said funds; and

**WHEREAS**, the Bishop's Creek CDC has submitted a construction proposal provided by B.B. Service Co. in the amount of \$241,200 to undertake site preparation that will lead to further residential, retail and office development; now

**WHEREAS**, the Common Council of the City of Milwaukee authorized execution of this Agreement pursuant to Resolution No. 100549;

**NOW, THEREFORE**, the City and the Bishop's Creek CDC, in consideration of the mutual promises of the parties, agree to as follows:

**ARTICLE I**

**Bishop's Creek CDC Responsibilities**

1. The Bishop's Creek CDC agrees to carry out the project as detailed in the B.B. Service Co. construction proposal, attached hereto as Exhibit "B".
2. The Bishop's Creek CDC will demonstrate project completion and request reimbursement by December 31, 2010. Eligible costs for reimbursement include, but are not limited to: demolition; backfill; earthwork; debris processing/hauling; foundation removal.
3. The Bishop's Creek CDC will submit directly to DCD one invoice with supporting documentation for the reimbursement request.

**ARTICLE II**  
**City Responsibilities**

1. DCD will fund up to \$240,000 to cover eligible costs incurred after the September 21, 2010 Common Council approval date. DCD will release funds for paid invoices accompanied by a lien waiver from B.B. Service Co. Bishop's Creek will provide DCD with supporting documentation to verify payment and satisfactory completion of work.
2. For all payment requests, Bishop's Creek CDC will confirm in writing that none of the work performed was paid for, all or in part, with previously disbursed Tax Increment District funds.
3. DCD will provide a single reimbursement check payable to Bishop's Creek CDC for paid invoices covering eligible work in an amount not to exceed \$240,000. In the event that paid eligible costs are less than the authorized amount, DCD will fund only those costs and return remaining proceeds to the Development Fund.

**ARTICLE III**  
**Audits and Inspections**

At any time during normal business hours and as often as the City may request, there shall be made available to the City for examination all of the Bishop's Creek CDC's records with respect to the matters covered by this Agreement and the Bishop's Creek CDC shall permit the City and/or its representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**ARTICLE IV**  
**Term of Agreement**

The term of this Agreement shall commence upon the execution of the Agreement by the authorized representatives of the parties, and shall remain in force for the entire duration of the implementation of the Program Plan, unless the Agreement is terminated as herein provided.

**ARTICLE V**  
**Termination**

The City may terminate this Agreement for any reason by giving at least 60 days notice in writing to the Bishop's Creek CDC specifying the effective date thereof. In the event of such termination, the City and the Bishop's Creek CDC agree and acknowledge that the City shall in no way be responsible for legal or equitable damages alleged by the Bishop's Creek CDC as a consequence of termination under this section. The Bishop's Creek CDC may terminate this Agreement for any reason by giving at least 60 days notice in writing to the City specifying the effective date thereof.

**ARTICLE VI**  
**Entire Agreement / Amendment**

This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

**ARTICLE VII**  
**Assignment**

This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by the Bishop's Creek CDC without the prior written consent of the City. If the City gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

**ARTICLE VIII**  
**Governing Law**

This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

**ARTICLE IX**  
**Notices**

If any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to the City, then it shall be addressed as follows:

City of Milwaukee  
Department of City Development  
809 North Broadway  
Milwaukee, WI 53202  
Attention: Rocky Marcoux, Commissioner

If it is to be sent to The Bishop's Creek CDC, then it shall be addressed as follows:

Bishop's Creek Community Development Corporation  
3500 West Mother Daniels Way  
Milwaukee, WI 53209  
Attention: Mr. Daren Daniels, Director/ Project Administrator

**ARTICLE X**  
**Public Records**

The Bishop's Creek CDC acknowledges that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The Bishop's Creek CDC further acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Bishop's Creek CDC must defend and hold the City harmless from liability under that law. Except as otherwise authorized under Wisconsin's Open Records Law, Bishop's Creek CDC records regarding this Agreement and administration of the Program Plan shall be retained for 7 years.

**ARTICLE XI**  
**Discrimination**

The Bishop's Creek CDC shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

**ARTICLE XII**  
**Insurance**

The Bishop's Creek CDC shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability policies, to the maximum extent permissible as allowable costs, issued by a company or companies authorized to do business in the State of Wisconsin, and licensed by the Wisconsin Commissioner of Insurance, with liability coverage provided for therein in the amount of at least \$1,000,000.00 or such other amount acceptable to the City. To the extent reasonably possible, the City shall be named as an additional insured. The City shall be given at least ten (10) days written notice of cancellation or nonrenewal during the term of this Agreement. Upon execution of this Agreement, the Bishop's Creek CDC shall furnish the City with certification of insurance and, upon request, certified copies of the required insurance policies. In the event of any action, suit or other proceeding brought against the City upon any matter herein indemnified against, the City shall, within five (5) working days, give notice thereof to the Bishop's Creek CDC and shall cooperate with the Bishop's Creek CDC's attorneys in the defense of the action, suit or other proceeding.

**ARTICLE XIII**  
**Indemnification**

The Bishop's Creek CDC shall indemnify and hold harmless DCD and the City, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with or as a result the Program Plan or any actions of the Bishop's Creek CDC undertaken pursuant to this Agreement. Nothing in

the foregoing indemnity shall protect the City, its officers, officials, employees, and agents from their own default, gross negligence or misconduct.

**ARTICLE XIV**  
**No Partnership or Agency**

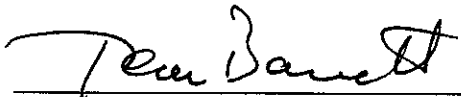
Nothing in this Agreement shall be deemed to constitute the Bishop's Creek CDC a joint venturer, partner or agent of the City. The Bishop's Creek CDC shall not have the authority to act for or bind the City with respect to any matter whatsoever.

**ARTICLE XV**  
**Changes**

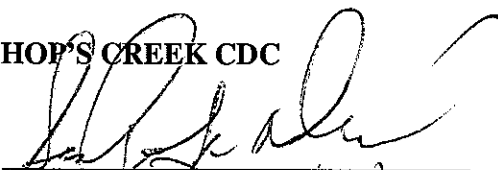
Any changes to this agreement shall be through a written amendment signed by authorized representatives of the City and the Bishop's Creek CDC

**IN WITNESS WHEREOF**, each party has caused this Cooperation Agreement to be executed by its duly authorized officers, all as of the date of this Cooperation Agreement.

**CITY OF MILWAUKEE**

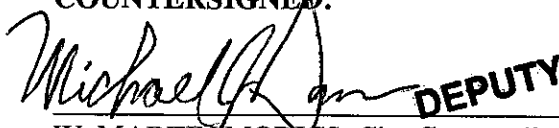
  
\_\_\_\_\_  
TOM BARRETT, Mayor

**BISHOP'S CREEK CDC**

By:   
Name & Title: President  
Date: 11/23/10

  
\_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk

**COUNTERSIGNED:**

  
\_\_\_\_\_  
W. MARTIN MORICS, City Comptroller *CM*

Date: \_\_\_\_\_

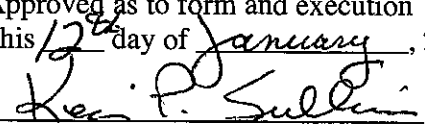
Approved as to form and execution  
this 12<sup>th</sup> day of January, 2010.  
  
\_\_\_\_\_  
Assistant City Attorney

EXHIBIT A

**City of Milwaukee**

Office of the City Clerk

200 E. Wells Street

Milwaukee, Wisconsin 53202

Certified Copy of Resolution

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**FILE NO: 100549**

**Title:**

**Resolution authorizing an expenditure from the Development Fund for the Bishop's Creek redevelopment project, in the 1st Aldermanic District.**

**Body:**

Whereas, The Bishop's Creek redevelopment project is a comprehensive brownfields redevelopment effort undertaken by Bishop's Creek Community Development Corporation to redevelop blighted industrial buildings and promote economic development in the vicinity of North 30th Street and West Hampton Avenue; and

Whereas, Preparing the site for redevelopment is essential to eliminating neighborhood blight to attract private investment and foster future private investment in the neighborhood; and

Whereas, The City of Milwaukee created the Development Fund to provide grants or loans to projects that facilitate future tax base growth; and

Whereas, A grant from the Development Fund will alleviate extraordinary site preparation costs for the project and ensure successful redevelopment that will enhance the appearance of the neighborhood and help attract more private investment; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is directed to transfer \$240,000 from the Development Fund Parent Account Nos. 9900-UR03308000A, 9900-UR03309000A and 9900-UR03310000A to Project Account No. 1910-UR03399000 to undertake site improvements for the Bishop's Creek redevelopment project; and, be it

Further Resolved, That the Commissioner of the Department of City Development, or designee, is authorized to enter into a Cooperation Agreement with Bishop's Creek Community Development Corporation, including a human resources agreement negotiated with the Office of Emerging Business Enterprises, to carry out site work based on the cost estimate submitted by B.B. Service Co.

EXHIBIT B

**B.B. Service Co.**

P.O. Box 510037  
New Berlin, WI 53151  
(262) 896-1036

May 13, 2009

Gordon Corrus  
Genesis Construction Management  
W354 N6029 Bayshore Circle  
Oconomowoc, WI 53066

RE: Bishop's Creek

Proposal to include:

Backfill existing void along 32<sup>nd</sup> street.  
Move cream city brick off visible structure.  
Demolish balance of structure.  
Backfill demo void.  
Process and recycle stockpiled concrete.  
Move Chicago pink stockpile.  
Load and haul off debris from brick piles.  
Load and haul away stockpiled and soft soils.  
Remove remaining foundations.  
Backfill voids from foundations.

For the sum of \$241,200.00

Note: Some items are budget numbers only. It is unclear the extent of remaining foundations to be removed.

Should you have any questions, please call Bill Beaudry at (414) 573-1036

Thank you,

William Beaudry  
B.B. Service Co.