

**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 (“City”), acting in consultation with the Board of Harbor Commissioners of the City of Milwaukee (“Board”); 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, 2<sup>nd</sup> 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**, Milwaukee Metropolitan Sewerage District, the Walkers Point Association, and the Wisconsin Department of Natural Resources have each endorsed the efforts of HDI and the cooperation anticipated by this Agreement.

**WHEREAS**, the City, by Resolution No.141871, approved this Agreement and authorized the proper City officers to execute it on the City’s behalf.

**WHEREAS**, RACM, by Resolution No.\_\_\_\_\_, approved this Agreement and authorized the proper RACM officers to execute it on the RACM’s behalf.

**WHEREAS**, the Board reviewed this Agreement at its meeting on April 9, 2015, and expressed its verbal support of the general intent of this 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 agree and set forth their collective intent 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 preparation of 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 any grant funds and City funds identified for preparation of the WaLUP, 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 preparation of the WaLUP.
- D. The City shall endeavor to assure 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 with respect to any potential 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 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. The parties acknowledge that City and RACM are subject to the Wisconsin Public Records Law (Wis. Stat. §§19.21-19.39) and pursuant to §19.36(3), HDI may be required to assist City or RACM in providing records in response to public records requests related to this Agreement or the preparation of the WaLUP.

**ARTICLE 4  
JURISDICTION AND AUTHORITY OF THE BOARD**

This Agreement shall not be construed or interpreted to affect or limit in any respect the jurisdiction or authority of the Board as set forth in Chapter 30 of the Wisconsin Statutes, Chapter 13 of the Milwaukee City Charter, Chapter 118 of the Milwaukee Code of Ordinances and all other applicable provisions of law.

**ARTICLE 5  
COUNTERPARTS**

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

**ARTICLE 6  
NOTICES**

Any written notices regarding this Agreement shall be sent to:

A. For the City:

Mary Schanning  
841 N. Broadway, 10<sup>th</sup> Floor  
Milwaukee, WI 53202

With a copy to the Board:

Paul Vornholt  
Operations and Trade Director  
Port of Milwaukee  
2323 S. Lincoln Memorial Drive  
Milwaukee, WI 53207

B. For RACM:

David Misky  
809 N. Broadway, 2<sup>nd</sup> Floor  
Milwaukee, WI 53202

C. For the Harbor District, Inc.:

Ben Gramling  
2906 S. 20<sup>th</sup> 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

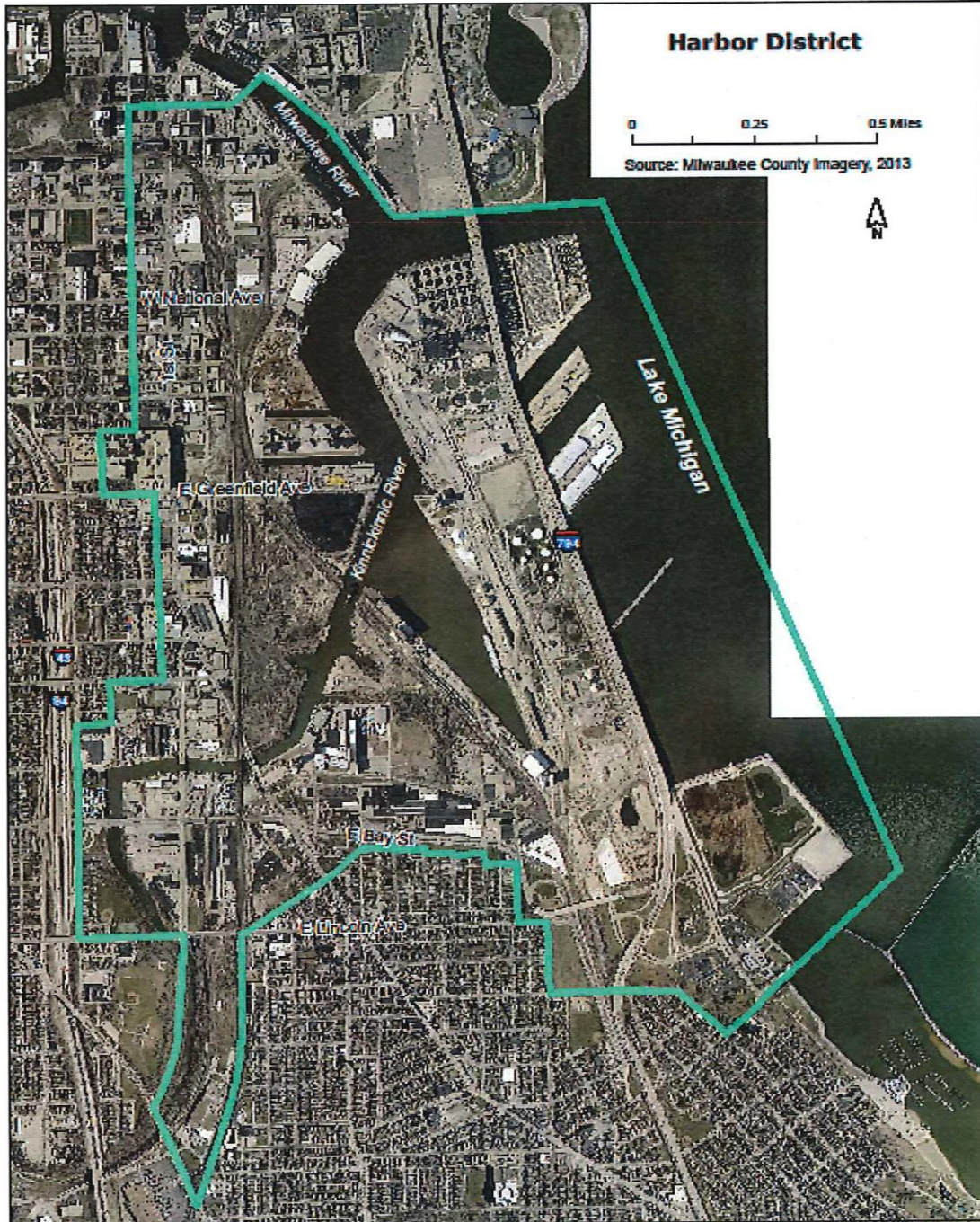
REDEVELOPMENT AUTHORITY  
OF THE CITY OF MILWAUKEE

\_\_\_\_\_  
William J. Schwartz, Chairperson

\_\_\_\_\_  
David P. Misky, Assistant Executive  
Director/Secretary

# 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)