

**DRAFT - MEMORANDUM OF UNDERSTANDING  
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

This Memorandum of Understanding (“MOU”) between the State of Wisconsin Department of Transportation (“WisDOT”) and the City of Milwaukee (“City”) provides for the cooperative disposition of the “Allied Glove Parcel” at 431 North 5th Street in the City of Milwaukee, Milwaukee County.

**Section 1: Recitals**

- 1.1 WisDOT and the City (the “Parties”) separately own portions of real property located at 431 North 5th Street in the City of Milwaukee, Milwaukee County. The City and WisDOT have determined these separate portions no longer serve the public purpose for which they were acquired.
- 1.2 The portions together comprise the “Allied Glove Parcel,” or “Parcel,” as further defined below. WisDOT and the City have determined that a cooperative sale allowing assemblage of these portions into one parcel would increase marketability and promote the orderly development of the Allied Glove Parcel.
- 1.3 The City desires to accomplish various development goals for this area through the use of a request-for-proposals (“RFP”) process to identify a buyer for the Allied Glove Parcel. WisDOT and the City have determined this process is in the public interest.
- 1.4 Pursuant to 23 CFR s. 710.409(e), the United States Department of Transportation Federal Highway Administration (“FHWA”) has determined the Parcel is outside the approved right-of-way limits of Interstate Highway 794 (“I-794”); that no federal funds did not participate in the acquisition cost of the Parcel, and therefore, no FHWA approval is required for the disposal of the Parcel.

**Section 2: General Provisions**

- 2.1 **Subject Property:**       **Allied Glove Parcel**  
431 North 5th Street, Milwaukee, WI 53203  
Tax Key No.: 361-0872-110

The subject property is further described and depicted in **Exhibit A – Legal Description** and **Exhibit B – Site Plan**, which are made a part hereof by reference.

- 2.2 **Term:** Unless otherwise terminated in writing by both Parties, this MOU shall be effective for **one (1) year** from the last signing date below.
- 2.3 **Notices.** Notices regarding MOU shall be addressed:

To WisDOT:	WisDOT Southeast Region 141 N.W. Barstow St. P.O. Box 798 Waukesha, WI 53187-0798 (262) 548-5902	To City:	Department of City Development 809 N. Broadway 2nd Floor Milwaukee, WI 53202 (414) 286-8682
------------	--	----------	---

- 2.4 In case any part of this MOU 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 MOU shall remain in full force and effect.
- 2.5 This document, including Exhibits A and B, supersedes any and all oral negotiations between the Parties directly relating to the subject matter hereof. No term or provision of this MOU, or any of its attachments, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Parties.
- 2.6 The signatories hereto warrant that they have full authority to enter into this MOU and make it binding upon the Parties hereto without further action or approval. Nothing in this MOU accords any third-party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this agreement.
- 2.7 The Parties agree to abide by their own respective non-discrimination policies and procedures during the term of this MOU.
- 2.8 Nothing in this MOU is intended to, nor shall be construed as, a waiver of any immunity or defense the Parties hereto otherwise have.

### **Section 3: Sale of Parcel**

- 3.1 The City shall be responsible for the sale of the Parcel through a request-for-proposals (“RFP”) process. The City shall develop the RFP for WisDOT approval, which shall not be unreasonably withheld.
- 3.2 The City shall be responsible for ordering an appraisal of the Parcel which meets the requirements of WisDOT’s Real Estate Program Manual. The advertised asking price for the Parcel will be based on the City’s appraisal as approved by WisDOT.
- 3.3 Once approved in writing by WisDOT, the City may not revise the RFP, except to change the issuance and submittal dates and to incorporate those amendments specifically approved in writing by the Parties.
- 3.4 The sale shall be subject to the existing lease for an outdoor advertising sign, to the extent such lease is valid. The RFP shall specify that the successful buyer will be responsible for negotiating terms with the sign owner to buy out the lease interest, negotiate a new lease interest at a suitable location for the sign on or off the Parcel, or other solution agreeable to the buyer and sign owner.
- 3.5 The City shall notify WisDOT of all offers to acquire the Parcel, regardless of whether such offer is responsive to an approved RFP.
- 3.6 If the City does not get an accepted offer within the term of this MOU, this MOU shall terminate unless extended in writing by both Parties. Upon termination, each Party will retain their portion of the Parcel.

### **Section 4: Proceeds of Sales**

- 4.1 WisDOT’s share of the proceeds of the sale shall be the greater of: 80% of the sale price of the Parcel; OR 80% of the approved appraised value. The City shall be entitled to the remainder of the sale proceeds, if any.
- 4.2 The City may agree to sell the Parcel for less than the approved appraised value, but shall in that case be responsible for reimbursing WisDOT’s share. Alternatively, the City agrees and authorizes WisDOT to equitably set off and withhold any moneys due and payable, or that become due and payable, to the City to recoup WisDOT’s share of the sale proceeds.

*[Signatures appear on the following page(s). The remainder of this page has been intentionally left blank.]*

**For the STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dewayne Johnson, P.E.  
Southeast Region Director

**For the CITY OF MILWAUKEE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Rocky Marcoux  
Commissioner

*Approved by City Council Resolution No. \_\_\_\_\_ dated \_\_\_\_\_*

*Approved as to form:*

\_\_\_\_\_ Date \_\_\_\_\_  
Jeremy McKenzie  
City Counsel

## EXHIBIT A

### LEGAL DESCRIPTION

All that part of Lots 9 thru 11 and 14 thru 16, Block 82 in The Plat Of Milwaukee On The West Side Of The River, as recorded in the Milwaukee County Registry, and located in the Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  and also in the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$ , all of Section 29, Town 7 North, Range 22 East, described as follows:

Commencing at the Southeast corner of said Southwest  $\frac{1}{4}$ ; thence North  $00^{\circ}16'33''$  East along the east line of said Southwest  $\frac{1}{4}$ , 1258.95 feet to the north line of W. St. Paul Avenue and the point of beginning; thence North  $89^{\circ}44'33''$  West along said south line, 95.91 feet; thence North  $00^{\circ}31'50''$  West 187.00 feet; thence North  $86^{\circ}30'58''$  East 230.00 feet to the west line of N. 5<sup>th</sup> Street thence South  $00^{\circ}48'24''$  West along said line, 202.00 feet to the north line of W. St. Paul Avenue; thence North  $89^{\circ}44'33''$  West along said line, 129.09 feet to the point of beginning.

This parcel contains **44,200 square feet**, more or less.

**EXHIBIT B**

**SITE PLAN**

