

## COOPERATION AGREEMENT

THIS AGREEMENT (this “Agreement”), is made as of April \_\_\_\_, 2017, by and between the CITY OF SUPERIOR, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the “City”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, a Wisconsin body politic and municipal corporation (the “Authority”).

### ARTICLE I DEFINITIONS

#### Section 1.1 Definitions.

“*City*” means the City of Superior, Wisconsin, a municipal corporation and political subdivision.

“*Company*” means P & R Plumbing and the Developer, or their successors or permitted assigns.

“*Developer*” means P & R Properties Twin Ports, LLC, a Minnesota limited liability company, or its successors or permitted assigns.

“*Development Agreement*” means the Development Agreement by and among the Authority, P & R Plumbing and the Developer, pursuant to which the Project will be undertaken.

“*Development Property*” means the real property described as the “Property” on Exhibit A, attached hereto and made a part hereof.

“*Governing Body*” (i) when used with reference to the City, means the Common Council of the City, and (ii) when used with reference to the Authority, means the Commissioners of the Authority.

“*Municipal Development*” means the development and redevelopment undertakings of the City and the Authority under this Agreement.

“*Municipal Development Costs*” means the costs incurred or to be incurred by the City and the Authority under this Agreement for the Municipal Development. A budget for the Municipal Development Costs with respect to the Development Project are set forth in Exhibit B hereto.

“*P & R Plumbing*” means P & R Plumbing and Heating, Inc., a Minnesota corporation, or its successors or permitted assigns.

“*Project*” means the Company’s project as defined in Section 2.3.

“*Redevelopment Act*” means Section 66.1333 of Wisconsin Statutes, as amended.

#### Section 1.2 Exhibits.

Exhibit A: Legal Descriptions of Development Property

Exhibit B: Budget for Municipal Development Costs

**ARTICLE II  
RECITALS OF PUBLIC PURPOSE**

Section 2.1 Project Area Objectives. The City and the Authority have for many years encouraged development and redevelopment within the City for commercial and residential purposes, including the Blaine-Central Project Area. The Blaine-Central Project Area lies within such an area, so that development and redevelopment occurring within such Project Area will be in furtherance of the City's public purpose objectives as set forth in a resolution adopted by the Common Council on May 6, 2008 and pursuant to the Redevelopment Act. The City and the Authority have identified the development and redevelopment of the Blaine-Central Project Area as a matter of mutual interest.

Section 2.2 Project Area Development. The City and the Authority hereby find and determine that development of the Blaine-Central Project Area is consistent with public purposes, plans and objectives respectively for encouraging low and moderate income housing development within the City.

Section 2.3 Development within Project Area. The Company is proposing to construct a 54-unit apartment building and related parking on the Development Property. The City and the Authority desire to work with the Company in assisting the Project on the Development Property.

Section 2.4 Governing Body Authorities. The execution, delivery and performance of this Agreement by the City and the Authority have been authorized by the respective Governing Bodies of the City and the Authority.

**ARTICLE III  
UNDERTAKING OF CITY**

Section 3.1 City's Contribution. Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authority in carrying out the Project as provided in the Redevelopment Act and the Development Agreement, the City agrees to contribute to the Authority, for the uses and purposes set forth in this Agreement and the Development Agreement (i) funds from the Development Fund in the amount of \$125,000; and (ii) a portion of the Development Property.

**ARTICLE IV  
UNDERTAKING OF AUTHORITY**

Section 4.1. Authority's Development. The Authority's obligation with respect to the Municipal Undertakings is limited by the extent of the funding available to the Authority from any funds contributed by the City.

Section 4.2. Acceptance by Authority. The Authority agrees to accept the contribution from the City as set forth in Section 3.1.

Section 4.3. Sale of Additional Property. The Authority may sell the Development Property pursuant to the Development Agreement for uses consistent with this Agreement.

Section 4.4. Provisions of Funding. The funding for the Municipal Development Costs shall be provided by the City as provided in Section 3.1 and Article V.

## **ARTICLE V FUNDING**

Section 5.1. Funding the Project. Pursuant to Section 13 of the Redevelopment Act, the City agrees to provide the funding for the Municipal Development Costs to carry out the Municipal Development for the Blaine-Central Project Area. The Municipal Development Costs and the anticipated source of funds are set forth on Exhibit B hereto. The City agrees to contribute such funds to the Authority at time and in the amount which will enable the Authority to meet its financial commitments for such project; provided however, the City shall not be obligated to provide funds in amounts greater than set forth on Exhibit B without approval by the City's Governing Body.

## **ARTICLE VI MISCELLANEOUS**

Section 6.1. Assignment of Rights Under this Agreement. Neither party may assign its rights under this Agreement without the written consent of the other party.

Section 6.2. Nondiscrimination. Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken in a manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status, and that the Municipal Development shall be undertaken in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 6.3. Approximations. It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, each party reserves the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 6.4. No Personal Liability. Under no circumstances shall any officer, official, director, member or employee of the City or the Authority have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 6.5. Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by civil disorders, wars, strikes, fires, floods, acts of god, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes hereinabove enumerated, and the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 6.6. Parties and Interests. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 6.7. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed

by first-class mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

Section 6.8. Amendment. No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 6.9. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 6.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 6.11. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.12. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

*(remainder of page intentionally blank)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SUPERIOR, WISCONSIN

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Clerk

Address for Notices:

City of Superior  
Attention: City Clerk  
1316 N. 14<sup>th</sup> Street  
Superior, Wisconsin 54880

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REDEVELOPMENT AUTHORITY OF  
THE CITY OF SUPERIOR, WISCONSIN

By \_\_\_\_\_  
Its Vice-Chair

By \_\_\_\_\_  
Its Executive Director

Address for Notices:

Redevelopment Authority of the City of Superior  
Attention: Executive Director  
1316 North 14<sup>th</sup> Street  
Superior, Wisconsin 54880

## **EXHIBIT A**

### **PROPERTY LEGAL DESCRIPTION**

West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, As such lots remain after the widening of Lamborn (Now Grand) Avenue as condemned by City Ordinance recorded in Volume G of Agreements Page 556 (Which reduced the length of said Lots), all in the City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: Parcel 05-805-02377-00**

Lots 6, 7 and Fractional 8, Block 260, West Superior 13<sup>th</sup> Division, in the City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: Parcel 05-805-00270-00**

Lots 1 thru 5, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-00264-00**

Lots 23 thru 28, except the West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-02374-00**

Fractional Lots 23 thru 28, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-00275-00**

## **EXHIBIT B**

### **MUNICIPAL DEVELOPMENT COSTS**

“Municipal Development Costs” means a development grant to the Company from the Authority, expected to be \$125,000, to be derived from the City’s Development Fund.