

**COOPERATION AGREEMENT
BETWEEN THE CITY OF APPLETON AND THE APPLETON REDEVELOPMENT
AUTHORITY**

THIS COOPERATION AGREEMENT (“**Agreement**”) is entered into on this ____ day of _____, 2016, by and between the city of Appleton, a municipal body, created and existing under the laws of the state of Wisconsin (“**City**”), with a mailing address of 100 North Appleton Street, Appleton, WI 54911, and the Appleton Redevelopment Authority, a public body, corporate and politic, created and existing under the laws of the state of Wisconsin (“**ARA**”), with a mailing address of 100 North Appleton Street, Appleton, WI 54911. The City and the ARA may be singularly referred to herein as a party or jointly as the parties.

WHEREAS the City and the ARA are dedicated to meeting community needs and enhancing quality of life; and

WHEREAS the City and the ARA’s mutual goal is to work together to create a better community and allow for cooperative long-term planning; and

WHEREAS the City and the ARA desire to maintain their mutually beneficial relationship; and

WHEREAS the Appleton Common Council created the ARA in 1972, giving the ARA the exclusive authority to carry out urban renewal projects and programs to eliminate blight; and

WHEREAS the Appleton Common Council retained the authority to approve the allocations to the ARA’s budget for each fiscal year; and

WHEREAS the ARA, per state statute, cannot be under the supervision of the Appleton Common Council, and is therefore not accountable to the Appleton Common Council nor can its actions be vetoed by the Appleton Common Council; and

WHEREAS any debt or obligation of the ARA shall not be considered a debt or obligation of the City or any other governmental authority other than the ARA itself; and

WHEREAS the City and the ARA seek continued transparency and accountability for all actions; and

WHEREAS the City of Appleton’s Common Council on _____ of _____, 2016, did give authorization to the City to enter into this Agreement; and

WHEREAS the ARA on _____ of _____, 2016, did give authorization to the ARA to enter into this Agreement;

IT IS NOW, THEREFORE, agreed between the City and the ARA as follows:

**ARTICLE I
CITY RESPONSIBILITIES**

1.1 The City shall provide to the ARA:

1.1.1 Any reasonably needed personnel, including professional, technical, and administrative personnel, and skilled and unskilled labor.

1.1.2 Space and the materials, supplies and equipment necessary for the ARA to perform its responsibilities. The ARA may obtain its own materials, supplies and equipment when it so determines, with title for said materials, supplies and/or equipment remaining with the ARA.

1.2 The City shall act to ensure the timely implementation of capital improvement projects which involve the ARA, including authorizing the Finance Director and/or Director of Community and Economic Development to assist in identifying efficient methods to finance the costs of said improvements.

1.3 The City shall promote development in commercial areas independent of and in conjunction with the ARA.

1.4 The City shall ensure:

1.4.1 Funds borrowed on behalf of the ARA but unused at the end of the fiscal year are rolled over for three (3) consecutive years. All unspent funds after this time shall revert back to the City.

1.4.2 All funds expended and/or allocated for use by or on behalf of the ARA are compliant with the Government Finance Office Association ("GFOA") Guidelines.

ARTICLE II ARA RESPONSIBILITIES

2.1 The ARA shall provide the following services to the City:

2.1.1 Land holding services.

2.1.2 Acquisition of property through means including donation, purchase and condemnation.

2.1.3 Drafting and executing comprehensive redevelopment plans including, but not limited to, investigating, planning, overseeing, purchasing property and making contracts for demolition and rebuilding.

2.1.4 Assembling real estate for redevelopment.

2.1.5 Demolition and removal of buildings and improvements.

2.1.6 Disposition of any property acquired in a project area (including sale, initial leasing or retention by the ARA) at its fair value for uses in accordance with the applicable redevelopment plan.

2.1.7 Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with a redevelopment plan.

2.1.8 Acquisitions and redevelopment of any other real property in a project area where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.

2.2 The ARA shall promote development in commercial areas independent of and in conjunction with the City.

2.3 The ARA shall work cooperatively with local businesses, individuals, non-profit and for profit organizations, developers, etc., as appropriate to the mission of the ARA, including, but not limited to, accomplishing the goals and objectives identified in the Comprehensive Plan, the Economic Development Strategic Plan and the City of Appleton.

2.4 The ARA shall be responsible for its fiscal management and spending, insofar as it is within the financial guidelines set by the City, including accepting grants from state and federal agencies and accepting grants from other sources which may require the Authority to pay a local match.

2.5 The ARA shall act to ensure the timely implementation of capital improvement projects for the City by working independently and cooperatively with the City.

2.6 The ARA shall comply with all local, state and federal laws and regulations.

ARTICLE III INDEMNIFICATION

3.1 Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its officers, employees, agents, authorized volunteers and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this Agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 Any change, amendment or addendum to this Agreement requires the written approval of the parties hereto and shall be incorporated herein as an amendment to this Agreement.

4.2 The ARA shall not assign any interest in the Agreement nor transfer any interest in the same without the prior written approval of the City.

4.3 This Agreement shall commence the date indicated above and shall be terminable by either party with ninety (90) days written notice.

4.4 The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.

4.5 For the purpose of this Agreement, notice means a document in writing and delivered personally or by United States certified or registered mail, postage prepaid, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth above. The date that notice shall be deemed to

have been made shall be the date of delivery, when delivered personally; or the date set forth on the return receipt if sent by certified or registered mail.

4.6 If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Appleton Redevelopment Authority

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

City of Appleton

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Provision has been made to pay the liability that will accrue under this contract.

Approved as to Form:

Anthony D. Saucerman, Director of Finance

James P. Walsh, City Attorney