

MASTER PLANNING AGREEMENT

BETWEEN THE CITY OF WAUWATOSA AND IRGENS

This Master Planning Agreement (“Agreement”) is made and entered into as of the last date of signature below, by and between the City of Wauwatosa, a Wisconsin municipal corporation (“City”), and Irgens Partners, LLC, a Wisconsin-based real estate development firm (“Irgens”) (collectively, the “Parties”).

I. Purpose

The purpose of this Agreement is to establish a binding framework for collaboration between the City and Irgens in undertaking the master planning of the Milwaukee County Research Park (“Research Park”). The Parties agree to jointly engage in this effort with the goal of repositioning the Research Park for long-term viability, enhancing economic development, and improving overall connectivity and aesthetics.

II. Scope of Collaboration

1. Master Planning Process

- The City and Irgens shall jointly undertake the Master Planning of the Research Park.
- Irgens shall contract with Eppstein Uhen Architects, Inc. (EUA) to lead the Master Planning process. EUA shall subcontract with The Sigma Group, Inc. to analyze existing roadway, pedestrian and stormwater conditions and provide recommendations for infrastructure improvements.
- Master Planning work will commence in March 2025 and be completed in June 2025.
- The Master Planning shall pursue the following objectives:
 - Reposition the Research Park for long-term viability and property value enhancement.
 - Maximize the tax base and economic development opportunities.
 - Enhance bicycle and pedestrian connections.
 - Implement traffic calming measures.
 - Improve beautification and public spaces.
 - Increase diversification of property types and product availability

2. Cost Sharing and Funding

- The City (through Tax Incremental District No. 6 – "TID 6") and Irgens shall share equally in the costs associated with the Master Planning process.
- The Parties agree to contribute equally to the following expenses:
 - Up to \$150,000 total (or \$75,000 each) for the Master Planning process.
 - City shall pay one-half of the Master Planning costs to Irgens within ten (10) days of request.

- This Agreement does not obligate either Party to fund future phases (e.g., engineering, construction, and rezoning), which shall be subject to separate agreements, if necessary.

3. Tax Incremental District (TID) Amendments

- The City shall pursue an amendment to the TID 6 project plan and boundaries to facilitate implementation of the Master Plan and support redevelopment of the Research Park.
- TID 6 funds shall be allocated, as legally permissible, to support planning efforts and potential future infrastructure improvements.

III. Binding Commitments

1. Term and Termination

- This Agreement shall be effective upon execution by both Parties and shall remain in effect until completion of the Master Planning process, unless extended by mutual agreement.
- Either Party may terminate this Agreement only upon mutual written consent or for material breach, subject to a thirty (30) day cure period.

2. Legal Effect and Obligations

- This Agreement is legally binding and commits both Parties to the financial contributions and cooperative efforts outlined herein.
- This Agreement does not obligate either Party to proceed with any future development, construction, or rezoning without a subsequent agreement.

3. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

4. Amendments

- No modification of this Agreement shall be valid unless made in writing and signed by both Parties.

IV. Signatures

CITY OF WAUWATOSA

By: _____

Name: _____

Title: _____

Date: _____

IRGENS

By: _____

Name: _____

Title: _____

Date: _____