

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this ____ day of _____ 2025, between the City of Watertown (City), a Wisconsin municipal corporation, and the Watertown Main Street Program (WMSP).

WITNESSETH: A vibrant and economically prosperous downtown is key to attracting new residential growth and commercial development in Watertown. The WMSP was created in April 2000 and subscribes to the Main Street four-point approach for downtown revitalization:

- Economic Vitality
- Design & Beautification
- Historic Preservation
- Promotion & Community Engagement

Following these guidelines, the City and WMSP work collaboratively to inspire reinvestment and renewal in the City's historic business district. To maintain clear and open communication with the City, a member of the Watertown Common Council has held a seat on the WMSP Board of Directors since the organization's founding and will continue to have a seat on the Board during the term of this MOU.

The City and WMSP desire to continue the excellent progress that has been made toward downtown revitalization and beautification, and to expand upon its positive, collaborative working relationship. To further this endeavor, the City and WMSP hereby agree:

1. WMSP shall provide the following downtown management services:

- a) Administer the annual façade grant fund at a level of no less than \$15,000.00 and provide free technical design assistance to downtown merchants and building owners.
- b) Serve as a point-of-contact for new downtown building and business owners.
- c) Support the Building, Safety & Zoning Department in efforts to identify, enforce and mitigate building code violations downtown.
- d) Assist property owners with permitting and approvals process for building renovation projects.
- e) Recruit new businesses to the downtown area where applicable, provide marketing assistance and technical support for existing businesses.
- f) Provide connection between merchants/building owners and City Hall.
- g) Maintain email communication list of downtown merchants and building owners.
- h) Purchase, plant and care for Main Street flowers.
- i) Provide funding for lamppost banners.

- j) Control weeds, remove trash and perform other services (through City services, volunteer labor and/or contracted services) to maintain attractive sidewalks, in accordance with the requirements set forth in the Code of the City of Watertown.
- k) Publish a downtown newsletter and handbook for care and restoration of downtown buildings.
- l) Support and advocate for small business growth and success.
- m) Ensure merchants feel included as part of the downtown family.
- n) Promote downtown accomplishments, events, and announcements through website, email, and social media channels.
- o) Host annual events and activities that draw critical mass to the downtown that include, but are not limited to, Luck of the Irish Bingo, Art on Main, Sidewalk Sales, Downtown Watertown Craft Beer Walk, Pumpkin Palooza, Women's Only Weekend, and the programming of Santa House. At least three (3) of these events will include programming at the Bentzin Family Town Square.
- p) Discourage the use of Main Street for long-term deliveries and encourage the use of Main Street parking spaces for short-term customers. This does not include FedEx, UPS, Amazon, etc.
- q) Maintain or replace the "Santa House" trailer and applicable infrastructure (such as lighting, power cords, and ADA accessibility ramp). The City will store the Santa House and WMSP-owned ADA ramp.
- r) Hold semi-annual listening sessions for district businesses and building owners.
- s) Educate the downtown, elected/appointed City officials and the public on the City's Master Plan and the Main Street Reconstruction Task Force Reconstruction Plan.

2. WMSP also administers the Tuesday Watertown Farmers' Market at Riverside Park (May-October). The Market provides essential fresh fruits and vegetables to seniors and low-income residents of the community at an affordable cost.

3. Under this MOU, the City shall:

- a) Contribute \$30,000 annually to WMSP for a duration of one (1) year starting January 1, 2026 (payable in four (4) installments of \$7,500 paid by the end of the first month of each quarter). An additional \$5,000 will be contributed by the City to Watertown Main Street Program for the purpose of façade and sign grants. This money can be requested as utilized.
- b) Acknowledge the WMSP as the "voice" of the downtown. This will include responding to issues/complaints submitted to the City by WMSP, including but not limited to Streets, Forestry, Zoning, and non-emergency Police issues. The City will provide and schedule prompt service (when possible) to ensure the downtown area remains as friendly, clean and accessible to potential visitors.
- c) Provide specific guidance on how to improve enforcement of existing ordinances and request ordinance modifications in services of the WMSP goals.

- d) Work closely with the WMSP to provide Zoning and other enforcement information in conjunction with incentive services available through the WMSP, RDA, and other City entities to encourage Main Street owners and tenants to maintain their buildings in service of the WMSP goals.
- e) Provide advance notice (when possible) to the WMSP of public works projects and of public works project updates in the district.
- f) Use the WMSP as a conduit for City information for district building and business owners.

4. The WMSP Executive Board shall provide quarterly oral in-person and written reports to the Watertown Common Council. The reports will highlight the accomplishments of WMSP during the previous quarter (including but not limited to private/public monetary investment downtown, building vacancies, façade improvements made and promotion efforts) as well as progress made in achieving WMSP's annual work plan objectives.

5. The WMSP will provide the City with a copy of its annual financial report in January, identifying all sources of income and expenses. The WMSP will also maintain a database of statistics related to downtown public and private building improvement projects, jobs created/retained, businesses that have opened or closed, the creation of upper-level residences, volunteer hours contributed, and other key metrics. The WMSP will present these statistics to the Common Council in March on an annual basis.

6. Since WMSP is partially supported by public funds, the minutes of its Board of Directors meeting will be filed with the City Clerk for review by the Common Council.

7. Since the WMSP depends on the Wisconsin Economic Development Corporation Main Street Program for training, technical assistance and coordination with other area programs, the WMSP will maintain its accreditation in the Wisconsin Main Street Program and will participate in the award program every year.

8. Miscellaneous

- a) Term – This MOU shall commence on January 1, 2026 (“Effective Date”) and shall remain in full force and effect until December 31, 2026, unless earlier terminated in accordance with the provisions of this MOU. Any extension or renewal of this MOU must be agreed to in writing by both Parties prior to the expiration of the initial term.
- b) Termination – This MOU may be terminated by the City and WMSP at any point in time by providing at least ninety (90) days advance, written notice to the other party. Said termination can be made by either party, without cause.
- c) Governing Law – This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Parties agree that any legal action or proceeding arising under or relating to this MOU shall be brought exclusively in the state or federal courts located in Jefferson County, Wisconsin, and each Party hereby consents to the jurisdiction and venue of such courts.

d) Third Party – Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto. This MOU shall not be construed as or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this MOU for any cause whatsoever.

e) Notices – All notices, demands, certificates, or other communications under this MOU shall be sufficiently given and shall be deemed given when hand delivered or forwarded by certified mail, return receipt requested, and proper address as indicated below:

To City:
City Clerk
City of Watertown
106 Jones Street
Watertown, WI 53094

With copies to:
City Attorney
City of Watertown
106 Jones Street
Watertown, WI 53094

To WMSP:
Executive Director
Watertown Main Street Program
519 East Main Street
Watertown, WI 53094

- f) Limitation of Municipal Liability – Nothing contained within this MOU is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- g) Severability – If any provision of this MOU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Signed and approved this _____ day of _____, 2025.

CITY OF WATERTOWN

WATERTOWN MAIN STREET PROGRAM

BY: _____

Robert Stocks, Mayor

BY: _____

Ron Counsell, WMSP Board President

ATTEST:

Megan Dunneisen, City Clerk

Brian Konz, WMSP Treasurer