

**PROPERTY MANAGEMENT AGREEMENT BETWEEN THE CITY OF WATERTOWN
AND THE CITY OF WATERTOWN REDEVELOPMENT AUTHORITY**

This Property Management Agreement (the "Agreement") is made this _____ day of _____, 2023 by and between the City of Watertown, a Wisconsin municipal corporation (hereinafter, "City") and, the City of Watertown Redevelopment Authority, a separate public body corporate and politic created pursuant to Wis. Stat. § 66.1333(3) (hereinafter, "RDA") (collectively, "Parties");

The purpose of this Agreement is to memorialize the mutual understanding among and between the constituent executive membership of the City and the RDA relative to the transfer of ownership of parcel number 291-0815-0421-114 more particularly located as described under Exhibit A attached hereto;

RECITALS

WHEREAS, the City and the RDA have worked together to build a town square on the Property; and,

WHEREAS, the RDA, wishes to see its investment in the community thrive and utilized to its full potential; and,

WHEREAS, the RDA has raised Three Hundred Fifty Thousand Dollars (\$350,000.00) to fund programming and operations with the intention of the City hiring an individual with the primary function of managing the Property; and,

WHEREAS, the RDA has arranged for the installation of a history exhibit as further described in Exhibit B attached hereto; and,

WHEREAS, the City believes this investment and opportunity is in the best interest of the City and is in line with the plans for the City development and,

NOW, THEREFORE, the City and RDA hereby acknowledge and accept the following:

**ARTICLE 1
RDA'S OBLIGATIONS**

Section 1.1 **Transfer of Parcel.** That the RDA will transfer ownership of the Property to the City of Watertown.

Section 1.2 **Funding Account.** That the RDA will make a one-time transfer of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the City of Watertown to be placed into a restricted account (Future Fund/Town Square Account) for the benefit of the Property or programs that take place on the Property.

**ARTICLE 2
CITY'S OBLIGATIONS**

Section 2.1 **Park Management.** The City will hire a full-time staff person to be placed within the Park, Recreation and Forestry Department. The primary responsibility for this full-time staff person shall be to coordinate programming and operations within the Property as well as to seek sponsorships for such events. This full-time staff person shall report to the Recreation and Parks Director as well as to an independent committee that will oversee the programming and activities of the Bentzin Family Town Square.

- Section 2.2 **Scheduled Events.** The City shall permit individuals wishing to host a Series of Events on the Property to apply for reserved days by one application submitted on or before October 31 of each year for all days the event is to be held the following year. The City shall approve the series before January 1 of the following year. Any applications received for events after October 31 of the year before the event may apply for a special event permit for a day not previously reserved under Watertown Ordinance § 428-7 or any subsequent special event process adopted by the City.
- Section 2.3 **Alcohol Permitted.** The City will permit the sale of alcohol on the parcel during events approved for such purpose and subject to compliance with all other laws concerning the sale and consumption of alcohol.
- Section 2.4 **History Exhibit.** The City will permit the installation of a history of Watertown Exhibit as substantially detailed in Exhibit B. However, such Exhibit shall be viewed solely as approved government speech and as such the City does retain its rights to veto or prohibit any portion of the Exhibit which the Council finds inappropriate from being installed.
- Section 2.5 **Use of Future Fund/Town Square Account.** The City shall only use the funds placed in the Future Fund/ Town Square Account to cover the following approved expenses:
- a. Salary and other administrative costs of the full-time staff member who coordinates programming and operations,
 - b. Any other administrative or staff costs associated with management and operations of the Property,
 - c. Programming costs for special events at the Property,
 - d. Supplies for events at the Property,
 - e. Maintenance of the Property.
- Section 2.6 **Event Revenue and Donations.** The City shall add to the Future Fund any donations it receives designated to be applied to the Future Fund, or revenue from City Sponsored Special Events hosted at the Town Square.

ARTICLE 3 MISCELLANEOUS

- Section 3.1. **Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Watertown
Office of the Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094
Attention: Mark Stevens
mstevens@cityofwatertown.org

With a copy to:
City of Watertown
Office of the City Attorney
106 Jones Street
Watertown, WI 53094
Attention: Attorney Steven T. Chesebro
schesebro@cityofwatertown.org

FOR THE RDA:

City of Watertown Redevelopment Authority
106 Jones Street
Watertown, WI 53094
Attention: Nate Salas, Chairperson
nsalas@cityofwatertown.org

- Section 3.2. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.
- Section 3.3. **Force Majeure.** As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.
- Section 3.4. **Law Governing.** The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.
- Section 3.5. **Execution in Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- Section 3.6. **Amendment.** This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.
- Section 3.7. **Severability of Provisions.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance 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 invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., and the Blight Elimination and Slum Clearance Act, Wis.

Stats. § 66.1333, to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to Wis. Stat. § 66.1333(17), which provide that the Tax Increment Law and the Blight Elimination and Slum Clearance Act should be construed liberally to effectuate their purposes.

- Section 3.8. **Time of Essence.** Time is of the essence as to all dates and time periods set forth in this Agreement.
- Section 3.9. **Reservation of Rights.** Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.
- Section 3.10. **Construction.** The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.
- Section 3.11. **Authority.** The individuals executing this Agreement on behalf of the RDA warrant and represent that they are duly authorized to bind the RDA to this Agreement. RDA warrants and represents that the execution of this Agreement is not prohibited by the RDA's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. RDA shall provide proof upon request.

This Agreement between the City of Watertown and the City of Watertown Redevelopment Authority is acknowledged and accepted as of the date first written above:

CITY OF WATERTOWN

CITY OF WATERTOWN
REDEVELOPMENT AUTHORITY

Emily McFarland
Mayor

Nate Salas
Chairperson

Countersigned:

Countersigned:

Megan Dunneisen
City Clerk

Ryan Wagner
Vice Chairperson