

**JOINT RESOLUTION
APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WATERTOWN AND
THE CITY OF WATERTOWN REDEVELOPMENT AUTHORITY**

Co- Sponsors:
Mayor John David
RDA Chair, Robert Marchant

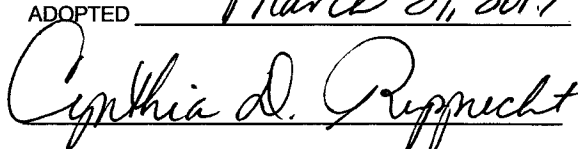
WHEREAS, the attached Memorandum of Understanding between the City of Watertown, a Wisconsin municipal corporation and the City of Watertown Redevelopment Authority, a separate public body corporate duly established on December 20, 2016 by Common Council Resolution (Exhibit #8398 and #8399), memorializes the common goals and expectations associated with, generally, inspiring and maintaining economic development in the City and the roles and responsibilities of each respective entity, has been reviewed and deemed appropriate and in the best and vital interest of the City;

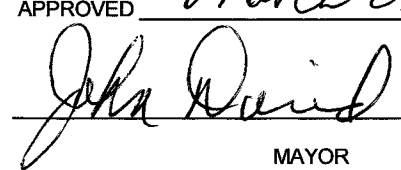
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN, AND THE WATERTOWN REDEVELOPMENT AUTHORITY:

Section 1. That based upon the foregoing, and, the mutual objectives, generally, of the City and the RDA in support of advancing the economic interests of the City of Watertown and its citizens, visitors and businesses, the Mayor and City Clerk, the RDA Chairperson and the RDA Vice Chairperson are hereby authorized to sign, execute and implement the attached Memorandum of Understanding between the City of Watertown and the City of Watertown Redevelopment Authority; and,

Section 2. That this Resolution shall be in full force and effect upon its passage and adoption by both the Common Council and the RDA; the effective date shall be the later adoption.

| DATE: | YES | NO |
|------------------|---------------|----------|
| McFARLAND | <i>absent</i> | |
| SMITH | ✓ | |
| BERG | ✓ | |
| LARSEN | ✓ | |
| ZGONC <i>2</i> | ✓ | |
| RAETHER | ✓ | |
| TIETZ | ✓ | |
| MARON | ✓ | |
| ROMLEIN <i>1</i> | ✓ | |
| MAYOR DAVID | | |
| TOTAL | <i>8</i> | <i>0</i> |

ADOPTED *March 21, 2017*

 CITY CLERK/TREASURER

APPROVED *March 21, 2017*

 MAYOR

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WATERTOWN AND
THE CITY OF WATERTOWN REDEVELOPMENT AUTHORITY

This Memorandum of Understanding (hereinafter, "MOU") is made this 14th day of March, 2017 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 MOU is to memorialize the mutual understanding among and between the constituent executive membership of the City and the RDA relative to the common goals, benefits, roles, policies and activities – shared or divided, as the case may be or come to be, among and between the parties, as well as the interplay of the parties' interests, objectives and concerns as associated with inspiring or maintaining economic development in the City ("parties" to additionally refer to each entity's constituent executive membership);

RECITALS

Whereas, the City and the former Community Development Authority enjoyed a positive and productive working relationship for approximately 30 years; and,

Whereas, the RDA, as authorized and enabled by state statute, and, as implemented on December 20, 2016 under Council resolution (Res. Ex. #8398 and #8399), and, as fully constituted and active as of February 8, 2017 following appointment of all seven (7) statutorily required member-commissioners, is, essentially, the descendent body of the Community Development Authority with substantially the same functions, powers and objectives as that of the former Community Development Authority excepting those functions, powers and objectives of a Housing Authority pursuant to Wis. Stat. § 66.1201; and,

Whereas, in recognition of this successor character and the shared visions of the parties to institute and promote a redevelopment authority with heightened economic growth activities and initiatives than as executed by the former CDA; and,

Whereas, the RDA has been established pursuant to Wis. Stat. § 66.1333(3)(a) for the purpose of carrying out blight elimination, urban renewal programs and projects (to this end, the City can no longer engage in carrying out blight elimination, urban renewal programs and projects pursuant to Wis. Stat. § 66.1333(3)(d)); and,

Whereas, this MOU is entered into in response and deference to the City's auditor's urging and specific recommendation; and,

Whereas, the parties recognize that it is in their shared best interests to define their relationship and establish in writing, to the extent practicable, delegation of responsibilities, mutual expectations along with projected or anticipated benefits in advancing in partnership in support of the economic interests of the City of Watertown and its citizens, visitors and businesses; and,

Whereas, in order to foster robust, stable economic growth in the City while increasing the standard of living for its citizens and enhancing its appeal to visitors, the City and RDA must exist with unified aims consistent with all of the foregoing objectives and this MOU is intended to help maximize the within-described cooperative efforts and the likelihood of achieving the within-described, and, similarly contemplated goals;

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

That the RDA is a separate and distinct public body corporate and politic created pursuant to Wis. Stat. § 66.1333(3)(f);

That the RDA is separate and distinct in its body corporate and politic status in relation to the City notwithstanding RDA dependence on City assets or fiscal, human or other resources, payroll administration and other compensatory or other employee benefit management; said practical realities have no impact on the RDA's legally independent character;

That Governmental Accounting Standards Board ("GASB") principles and corollary concepts such as "component units (CU) of government" (versus "primary units of government") are consistent with the qualities of the RDA as a CU and legally separate organization with independent obligations for financial accountability (the paramount attributes per the foregoing include the RDA's capacity to have and give its own name; its capacity to sue and be sued in its own name without recourse to the City or another government; its right to buy, sell, transfer, lease and encumber or mortgage real, personal or intellectual property via its own name and according to its own prerogatives, and, its right to engage in all of those powers enumerated under Wis. Stat. § 66.1333, (which, in itself, is consistent with GASB principles establishing the RDA's legally independent status as a separate component unit of government to the primary government (the City));

That as a CU, the RDA is not an integrated operation off/to the parent, primary unit of government (the City), which is consistent, again, with its legally separate organizational and corporate body politic status;

That the parties shall unconditionally adhere to and comply with all GASB and similar public accountancy principles and requirements as related to CU's and legally separate organizations;

That the RDA shall be the recipient of, and, its activities, practices and accounting and financial records shall be subject to, annual review by, the City's retained auditor; and, in all said and similar regards, adhere to all GASB advisories as recommended or directed by the City's auditor;

That as a CU to the City-primary unit of government, the RDA shall be solely and exclusively responsible for complying with all City auditor requests as well as the independent preparation of all of its financial and accounting documentation in conformity with GASB and similar legal requirements or principles; in addition to the foregoing independent accounting obligation, the RDA's funds, assets and holdings in shall be deposited and maintained in financial institutional accounts separately credentialed, secured and titled as compared to City's funds, assets and holdings;

That the RDA shall, in general, be responsible for its own sound, secure and GASB or City auditor-compliant auditing and financial controls;

That the RDA shall every other year, elect a chairperson and a vice-chairperson from among the seven (7) then-appointed member-commissioners;

That the City Plan Commission established under Wis. Stat. § 62.23 shall assist as requested with the performance of duties statutorily incumbent upon, and, assigned to, the RDA and shall endeavor to align itself in coordination with the RDA to accomplish the RDA's vision;

That the RDA shall secure the professional consultants and staffing required to fulfill the RDA's statutory purpose and responsibilities and as well as to ensure adherence with all manner of City legal counsel, auditor and GASB public finance and asset accountability requirements particularly with respect to, but not limited to, ensuring compliant and adequate bookkeeping, financial and accounting controls or similar protocol within in its operations and activities;

That, pursuant to its Organizational Resolution, the RDA may appoint any firm or person to perform the role of Executive Director pursuant to Wis. Stat. § 66.1333(3)(g) and the authority and duties of any such Executive Director shall be governed by the Organizational Resolution. In the event of a conflict between the Organizational Resolution and this Memorandum of Understanding relating to the duties and powers of the Executive Director, the Organizational Resolution shall prevail;

That the RDA will develop and adhere to a Conflict of Interest Policy to ensure compliance with state law and to maintain public confidence in its operations;

That, if so provided in the Organizational Resolution adopted by the RDA, the Treasurer of the City of Watertown shall act as the Treasurer of the RDA, shall have the care and custody of all funds of the RDA, shall keep or cause to be kept complete, accurate and regular books of account showing all receipts and expenditures, and periodically and when called upon by the Chairperson of the RDA, the Executive Director of the RDA, or the RDA itself, render an account of all transactions, as well as prepare and submit reports of the financial condition of the RDA;

That, upon request of the chairperson, the City Attorney of the City of Watertown shall provide legal advice related to the RDA to the chairperson and/or any firm or person appointed to perform the role of Executive Director and shall attend any meetings of the RDA or its committees as requested by the chairperson and/or any firm or person appointed to perform the role of Executive Director;

That upon formal request by the RDA, the City, by formal Council resolution, may supply other City staff or other supportive resources to the RDA;

That the RDA is free to create whatever committees or divisions within or among itself according, exclusively, to its own prerogatives so long as any said establishments or practices are legally conforming;

That the RDA shall conduct an annual meeting at which time the economic and community development goals and objectives of the City will be considered; such RDA annual meeting shall be held as closely in conjunction as practicable with the onset of the annual City budget preparation and pre-adoption process of each calendar year;

That the RDA may assign the responsibilities of an Executive Director to the RDA chairperson if no Executive Director is appointed by the RDA pursuant to Wis. Stat. § 66.1333(3)(g);

That the RDA's legal, financial and accounting records shall be maintained by the RDA's Secretary, who shall work in coordination with the Treasurer; to this end, no less than quarterly Tax Incremental Finance District reports shall be prepared and made publicly accessible to/by the RDA; quarterly financial reports will also be prepared and made accessible by the RDA relative to its real estate acquisition, financial and all other transactive activities;

That the Mayor, a representative of the Chamber of Commerce, and a representative of the RDA designated by the chairperson, with assistance from any firm or person designated to perform the role of Executive Director of the RDA, shall develop and publish a coordinated approach to: serve as an initial contact for existing industry that may be experiencing economic development challenges or hardship; review requests for new economic development programming, activities and projects as well assist in coordinating existing economic development activities with other City and local government departments, officials and economic development programming, activities or projects;

That the RDA chairperson or any firm or person designated to perform the role of Executive Director pursuant to Wis. Stat. § 66.1333(3)(g) shall have exclusive day-to-day, operational tasking authority over RDA consultants and staff;

That the RDA chairperson or any firm or person designated to perform the role of Executive Director pursuant to Wis. Stat. § 66.1333(3)(g) shall be responsible for the personnel management required for RDA staffing including, but not limited to, the interpretation and administration of City personnel policies and regulations;

That the hiring, firing, position modification and discipline of RDA professional consultants and staffing shall be the responsibility of the RDA, acting in consultation with the City Common Council Finance Committee;

That the City Common Council, in consultation with the City Plan Commission and the RDA chairperson and/or Executive Director shall formulate and publicly memorialize the long-range economic and development goals for the City; within this context, an overall economic development plan should be created by the City Council and updated as often as practicable and necessary;

That the Mayor and City Common Council shall be responsible for submitting to the RDA for RDA consideration, proposed projects to be undertaken by the RDA to achieve the economic and development goals of the City; the RDA chairperson or any firm or person designated to perform the

role of Executive Director pursuant to Wis. Stat. § 66.1333(3)(g), similarly, with and upon concurrence among the RDA member-commissioners, shall be responsible for submitting on behalf of the RDA to the City Common Council for City Common Council consideration, proposed projects to be undertaken by the RDA to achieve the economic and development goals of the City.

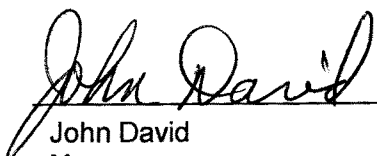
That the RDA shall be exclusively responsible for conducting the various activities necessary to accomplish or advance any statutory "project plan" (as that term is used under Wis. Stat. § 66.1105(2)) within its purview or as assigned to it;

That it is imperative that close coordination exist among and between the membership, staffing and professional consultants of the RDA, the Plan Commission, and City leadership; the RDA chairperson and/or Executive Director must be accessible and available to City leadership and departments;

The parties to this MOU recognize that there may be occasions when, due to conflicting opinions, the parties may develop discrepant opinions on a matter; it is expected that the parties will substantially adhere to the following process when such conflict arises: an *ad hoc* committee shall be formed that will consist of one City Common Council member appointed by the City Council; one RDA member-commissioner appointed by the RDA; and, the Mayor. If it is not practical for the City Council to appoint a member due to the immediacy of the circumstances, the City Council President shall act as the City Council representative. If it is not practical for the RDA to appoint a member due to the immediacy of the circumstances, the RDA Chairperson shall act as the RDA representative. The *ad hoc* committee so formed shall endeavor in good faith to resolve the conflict to the parties' mutual satisfaction. If the *ad hoc* committee is unable to resolve the conflict within reasonable time, the RDA representative shall communicate the RDA's position to the City Common Council for final disposition. Upon completion of the work of the committee on the issue in question, the committee shall adjourn *sine die*.

This Memorandum of Understanding between the City of Watertown and the City of Watertown Redevelopment Authority consisting of four (5) typewritten pages is acknowledged and accepted as of the date first written above:

CITY OF WATERTOWN



John David
Mayor

Countersigned:



Cindy Rupprecht
City Clerk

CITY OF WATERTOWN
REDEVELOPMENT AUTHORITY

Robert J. Marchant
Chairperson

Countersigned:

Nate Salas
Vice Chairperson

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Co- Sponsors:
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RDA Chair, Robert Marchant

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NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN, AND THE WATERTOWN REDEVELOPMENT AUTHORITY:

Section 1. That based upon the foregoing, and, the mutual objectives, generally, of the City and the RDA in support of advancing the economic interests of the City of Watertown and its citizens, visitors and businesses, the Mayor and City Clerk, the RDA Chairperson and the RDA Vice Chairperson are hereby authorized to sign, execute and implement the attached Memorandum of Understanding between the City of Watertown and the City of Watertown Redevelopment Authority; and,

Section 2. That this Resolution shall be in full force and effect upon its passage and adoption by both the Common Council and the RDA; the effective date shall be the later adoption.

This is to certify that I have compared the attached copy with the original record now on file in my office and that the same is a correct transcript thereof and of the whole thereof. In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the City of Watertown this March 21 day of March, 2017.

Cynthia D. Ruppelt
City Clerk/Treasurer

ADOPTED

March 21, 2017
Cynthia D. Ruppelt
CITY CLERK/TREASURER

APPROVED

March 21, 2017
John David
MAYOR

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THE CITY OF WATERTOWN REDEVELOPMENT AUTHORITY

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RECITALS

Whereas, the City and the former Community Development Authority enjoyed a positive and productive working relationship for approximately 30 years; and,

Whereas, the RDA, as authorized and enabled by state statute, and, as implemented on December 20, 2016 under Council resolution (Res. Ex. #8398 and #8399), and, as fully constituted and active as of February 8, 2017 following appointment of all seven (7) statutorily required member-commissioners, is, essentially, the descendent body of the Community Development Authority with substantially the same functions, powers and objectives as that of the former Community Development Authority excepting those functions, powers and objectives of a Housing Authority pursuant to Wis. Stat. § 66.1201; and,

Whereas, in recognition of this successor character and the shared visions of the parties to institute and promote a redevelopment authority with heightened economic growth activities and initiatives than as executed by the former CDA; and,

Whereas, the RDA has been established pursuant to Wis. Stat. § 66.1333(3)(a) for the purpose of carrying out blight elimination, urban renewal programs and projects (to this end, the City can no longer engage in carrying out blight elimination, urban renewal programs and projects pursuant to Wis. Stat. § 66.1333(3)(d)); and,

Whereas, this MOU is entered into in response and deference to the City's auditor's urging and specific recommendation; and,

Whereas, the parties recognize that it is in their shared best interests to define their relationship and establish in writing, to the extent practicable, delegation of responsibilities, mutual expectations along with projected or anticipated benefits in advancing in partnership in support of the economic interests of the City of Watertown and its citizens, visitors and businesses; and,

Whereas, in order to foster robust, stable economic growth in the City while increasing the standard of living for its citizens and enhancing its appeal to visitors, the City and RDA must exist with unified aims consistent with all of the foregoing objectives and this MOU is intended to help maximize the within-described cooperative efforts and the likelihood of achieving the within-described, and, similarly contemplated goals;

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

That the RDA is a separate and distinct public body corporate and politic created pursuant to Wis. Stat. § 66.1333(3)(f);

That the RDA is separate and distinct in its body corporate and politic status in relation to the City notwithstanding RDA dependence on City assets or fiscal, human or other resources, payroll administration and other compensatory or other employee benefit management; said practical realities have no impact on the RDA's legally independent character;

That Governmental Accounting Standards Board ("GASB") principles and corollary concepts such as "component units (CU) of government" (versus "primary units of government") are consistent with the qualities of the RDA as a CU and legally separate organization with independent obligations for financial accountability (the paramount attributes per the foregoing include the RDA's capacity to have and give its own name; its capacity to sue and be sued in its own name without recourse to the City or another government; its right to buy, sell, transfer, lease and encumber or mortgage real, personal or intellectual property via its own name and according to its own prerogatives, and, its right to engage in all of those powers enumerated under Wis. Stat. § 66.1333, (which, in itself, is consistent with GASB principles establishing the RDA's legally independent status as a separate component unit of government to the primary government (the City));

That as a CU, the RDA is not an integrated operation of/to the parent, primary unit of government (the City), which is consistent, again, with its legally separate organizational and corporate body politic status;

That the parties shall unconditionally adhere to and comply with all GASB and similar public accountancy principles and requirements as related to CU's and legally separate organizations;

That the RDA shall be the recipient of, and, its activities, practices and accounting and financial records shall be subject to, annual review by, the City's retained auditor; and, in all said and similar regards, adhere to all GASB advisories as recommended or directed by the City's auditor;

That as a CU to the City-primary unit of government, the RDA shall be solely and exclusively responsible for complying with all City auditor requests as well as the independent preparation of all of its financial and accounting documentation in conformity with GASB and similar legal requirements or principles; in addition to the foregoing independent accounting obligation, the RDA's funds, assets and holdings in shall be deposited and maintained in financial institutional accounts separately credentialed, secured and titled as compared to City's funds, assets and holdings;

That the RDA shall, in general, be responsible for its own sound, secure and GASB or City auditor-compliant auditing and financial controls;

That the RDA shall every other year, elect a chairperson and a vice-chairperson from among the seven (7) then-appointed member-commissioners;

That the City Plan Commission established under Wis. Stat. § 62.23 shall assist as requested with the performance of duties statutorily incumbent upon, and, assigned to, the RDA and shall endeavor to align itself in coordination with the RDA to accomplish the RDA's vision;

That the RDA shall secure the professional consultants and staffing required to fulfill the RDA's statutory purpose and responsibilities and as well as to ensure adherence with all manner of City legal counsel, auditor and GASB public finance and asset accountability requirements particularly with respect to, but not limited to, ensuring compliant and adequate bookkeeping, financial and accounting controls or similar protocol within in its operations and activities;

That, pursuant to its Organizational Resolution, the RDA may appoint any firm or person to perform the role of Executive Director pursuant to Wis. Stat. § 66.1333(3)(g) and the authority and duties of any such Executive Director shall be governed by the Organizational Resolution. In the event of a conflict between the Organizational Resolution and this Memorandum of Understanding relating to the duties and powers of the Executive Director, the Organizational Resolution shall prevail;

That the RDA will develop and adhere to a Conflict of Interest Policy to ensure compliance with state law and to maintain public confidence in its operations;

That, if so provided in the Organizational Resolution adopted by the RDA, the Treasurer of the City of Watertown shall act as the Treasurer of the RDA, shall have the care and custody of all funds of the RDA, shall keep or cause to be kept complete, accurate and regular books of account showing all receipts and expenditures, and periodically and when called upon by the Chairperson of the RDA, the Executive Director of the RDA, or the RDA itself, render an account of all transactions, as well as prepare and submit reports of the financial condition of the RDA;

That, upon request of the chairperson, the City Attorney of the City of Watertown shall provide legal advice related to the RDA to the chairperson and/or any firm or person appointed to perform the role of Executive Director and shall attend any meetings of the RDA or its committees as requested by the chairperson and/or any firm or person appointed to perform the role of Executive Director;

That upon formal request by the RDA, the City, by formal Council resolution, may supply other City staff or other supportive resources to the RDA;

That the RDA is free to create whatever committees or divisions within or among itself according, exclusively, to its own prerogatives so long as any said establishments or practices are legally conforming;

That the RDA shall conduct an annual meeting at which time the economic and community development goals and objectives of the City will be considered; such RDA annual meeting shall be held as closely in conjunction as practicable with the onset of the annual City budget preparation and pre-adoption process of each calendar year;

That the RDA may assign the responsibilities of an Executive Director to the RDA chairperson if no Executive Director is appointed by the RDA pursuant to Wis. Stat. § 66.1333(3)(g);

That the RDA's legal, financial and accounting records shall be maintained by the RDA's Secretary, who shall work in coordination with the Treasurer; to this end, no less than quarterly Tax Incremental Finance District reports shall be prepared and made publicly accessible to/by the RDA; quarterly financial reports will also be prepared and made accessible by the RDA relative to its real estate acquisition, financial and all other transactive activities;

That the Mayor, a representative of the Chamber of Commerce, and a representative of the RDA designated by the chairperson, with assistance from any firm or person designated to perform the role of Executive Director of the RDA, shall develop and publish a coordinated approach to: serve as an initial contact for existing industry that may be experiencing economic development challenges or hardship; review requests for new economic development programming, activities and projects as well assist in coordinating existing economic development activities with other City and local government departments, officials and economic development programming, activities or projects;

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That the hiring, firing, position modification and discipline of RDA professional consultants and staffing shall be the responsibility of the RDA, acting in consultation with the City Common Council Finance Committee;

That the City Common Council, in consultation with the City Plan Commission and the RDA chairperson and/or Executive Director shall formulate and publicly memorialize the long-range economic and development goals for the City; within this context, an overall economic development plan should be created by the City Council and updated as often as practicable and necessary;

That the Mayor and City Common Council shall be responsible for submitting to the RDA for RDA consideration, proposed projects to be undertaken by the RDA to achieve the economic and development goals of the City; the RDA chairperson or any firm or person designated to perform the

role of Executive Director pursuant to Wis. Stat. § 66.1333(3)(g), similarly, with and upon concurrence among the RDA member-commissioners, shall be responsible for submitting on behalf of the RDA to the City Common Council for City Common Council consideration, proposed projects to be undertaken by the RDA to achieve the economic and development goals of the City.

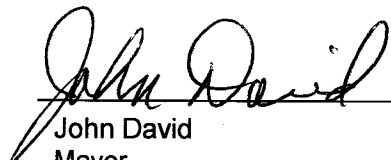
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John David
Mayor

Countersigned:



Cindy Rupprecht
City Clerk

CITY OF WATERTOWN
REDEVELOPMENT AUTHORITY

Robert J. Marchant
Chairperson

Countersigned:

Nate Salas
Vice Chairperson