

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHITEWATER
AND THE UNIVERSITY OF WISCONSIN-WHTEWATER CONCERNING
CONTRIBUTIONS FOR THE LEASING OF PARKING SPACES ON PRINCE AND
PRAIRIE STREETS**

This Memorandum of Understanding "MOU" is made by and between the City of Whitewater, hereinafter at times referred to as the "City", and the University of Wisconsin-Whitewater, hereinafter at times referred to as the "University".

WHEREAS, the parties have previously agreed, through a Memorandum of Understanding, for Whitewater to lease parking spaces on Prince and Prairie Streets to the University, and

WHEREAS, the parties have agreed to extend that lease, and

WHEREAS, the City of Whitewater Common Council passed a resolution on June 7, 2012, authorizing the City to lease spaces on North Prince Street and North Prairie Street to the University of Wisconsin-Whitewater, and the City Council hereby declares that said resolution is a continuing and valid basis for the City to enter into this MOU.

Now therefore, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE I

TERM OF MEMORANDUM OF UNDERSTANDING

1.01 Term. The term of this MOU shall run for two years commencing on August 31, 2022, and ending on August 31, 2024, unless sooner terminated in accordance with this MOU or in furtherance of the parties' rights and remedies in the event of a default.

1.02 Extension of Term. The parties may, by agreement, extend or shorten the term of this MOU at any time.

ARTICLE II

COMMITMENTS

2.01 Commitments.

(a) City to Lease Space Over Public Places to University for University Parking Purposes.

The City shall lease seventy-two (72) on-street parallel parking spaces on Prince Street and fifty (50) on-street parallel parking spaces on Prairie Street (as noted on the attached Exhibit A) to the University for the express use of providing parking for faculty, staff and students and visitors to the University. Pursuant to a January 17, 2012 Memorandum of Understanding between the two parties, such parking will be consistent with current University parking fees and procedures.

- (b) **University Payment to City for Leasing of On Street Parking Spaces.** The University shall pay the City an annual fee of Forty Five Thousand Dollars (\$45,000) for the leasing of the public spaces noted above. Such payment shall be made by the University on September 1st of each year during the term of this MOU with the first payment due and payable on September 1, 2022.

Such funds paid to the City by the University will be used for City street repair and maintenance purposes.

- (c) **University to Enforce Parking Violations.** By virtue of the leasing of these on-street parking spaces on N. Prince and N. Prairie Streets, the University will have full authority to enforce the provisions of the University parking system and assess such penalties for violations of such provisions. The City will not be responsible for any parking enforcement for the University leased parking spaces.

- (d) **City to Maintain Responsibility for Maintenance of Leased Parking Spaces.** The City will continue to be fully responsible for the on-going maintenance of the leased parking spaces and adjacent city streets including, but not limited to street surface repair, pavement marking and snow and iceremoval.

ARTICLE III

MISCELLANEOUS

- 3.01. **Governing Law.** Laws of the State of Wisconsin shall govern the interpretation and enforcement of this MOU.

ARTICLE IV

SUCCESSORS AND ASSIGNS

- 4.01. **Successors and Assigns.** Except as limited or conditioned by the express provisions hereof, no party shall assign its rights or obligations under this MOU to any other party without written agreement by all parties to this MOU.

ARTICLE V

AMENDMENT

- 5.01. **Amendment.** This MOU shall not be amended, changed, modified or altered without the written consent of all parties hereto and no modification, alteration or amendment to this MOU shall be binding until such modification, alteration, or amendment is reduced to writing and executed by all parties to this MOU. Any proposed amendment to this MOU shall be in writing, along with a memorandum in support of the amendment, to all parties to this MOU fifteen (15) days prior to final action on the amendment by any party.

ARTICLE VI

COUNTERPARTS

6.01. Counterparts. This MOU may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

ARTICLE VII

SEVERABILITY

7.01. Severability. If any provision of this MOU shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any reason such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, the invalidity of any one or more phrases, sentences, clauses or paragraphs in this MOU shall not affect the remaining portions of this document or any part thereof as long as it does not effect the substantial rights of the parties.

ARTICLE VIII

THIRD PARTY BENEFICIARIES

8.01. Third Party Beneficiaries. This MOU is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain, or derive from this document any rights or other benefits or interests under any laws or otherwise.

ARTICLE IX

EXCULPATORY PROVISION

9.01. Exculpatory Provision. The parties to this MOU expressly acknowledge and agree that, anything herein to the contrary notwithstanding, no officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this MOU, and no party hereto shall make any claims to the contrary.

ARTICLE X

RULES OF CONSTRUCTION/CONDUCT

10.01. Rules of Construction/Conduct. The parties to this MOU acknowledge and agree that this MOU is a good faith attempt to memorialize the intent of the parties. That in the course of its preparation, each party has been adequately and fully represented, and that accordingly rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this MOU in the spirit of cooperation consistent with the intent of this MOU with the aim of benefiting the City of Whitewater and the University of Wisconsin-Whitewater.

Signed and sealed as of this day, month and year below written.

CITY OF WHITEWATER

By:

John S. Weidl
John Weidl, Interim City Manager

²²
9/27/23

Date

By:

Michele Smith
Michele Smith, City Clerk

9/28/22

Date

UNIVERSITY OF WISCONSIN-WHITEWATER

By:

Dr. John Chenoweth
Dr. John Chenoweth, Interim Chancellor

1/19/23

Date

By:

Brenda Jones
Brenda Jones, Vice Chancellor of Administrative Affairs

1/19/23

Date