



PARKS, RECREATION & FORESTRY COMMISSION MEETING AGENDA

MONDAY, MAY 15, 2023 AT 4:30 PM

514 S. FIRST STREET, FIRST FLOOR, CONLEY HALL

CALL TO ORDER

Online at: <https://meet.goto.com/WatertownParkRec>

1. CALL TO ORDER

2. REVIEW AND APPROVAL OF MINUTES

A. Review and approve the Parks, Recreation, and Forestry meeting minutes from April 17, 2023

B. Review and approve the Parks, Recreation, and Forestry meeting minutes from April 28, 2023

3. REVIEW AND APPROVAL OF FINANCIAL REPORTS

4. CITIZENS TO BE HEARD

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

5. BUSINESS

A. Review and approve 2023 Kart Park leases

B. Review and possible approval of Permission for the Park, Recreation, and Forestry Director to negotiate field rental fees

C. Review and approve Memo for Purchase of Mower

6. DIRECTOR'S REPORT

A. Project Updates - Aquatics

B. Parks Updates - Town Square

C. Parks Updates - Riverside Restrooms

D. Parks Updates - Riverside Park Wall

E. Parks Updates - 2024 Fee Schedule

F. Forestry Updates

G. Update on Programming - Recreation

H. Update on Programming - Senior & Enrichment

I. Update on Programming - Aquatics

7. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@CityofWatertown.org, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

PARKS, RECREATION & FORESTRY COMMISSION**MINUTES**

Monday, April 17, 2023

1. Call to order

The Watertown Parks, Recreation & Forestry Commission in person on April 17, 2023. The meeting was called to order by Brian Konz. Members present were: Julie Chapman, Brad Clark, Ald. William Licht, Brian Konz, Jennifer Clayton, Emily Lessner and Kyle Krueger. Also present were: Kristine Butteris, Jeff Doyle, Steven Chesebro, Andrea Draeger, Kyle Fowler, Jacie Schmidt, Joe Juergella, Ali Nicholson, Carol Quest, Jonathan Lampe, John Kliebe, Emma Anderson, and Steve Zillmer.

2. Review and approval of minutes:

Emily Lessner motioned to approve the March 20, 2023 Parks, Recreation & Forestry Commission meeting minutes as written. Ald. William Licht seconded. Motion carried.

3. Review and approval of financial reports

There were no financial reports for 2023, as of yet, to approve.

4. Citizens to be heard

John Kliebe was present to express concerns regarding Sharp Corner Park parking lot area, food truck placement, and items left on the curb. Proper signs should be erected for park needs.

5. Business**a. Review and take possible action on Ordinance to Amend Section 410-56(A) Smoking in Prohibited Places**

Carol Quest discussed an existing ordinance which is proposed to be updated to include designated areas in parks where smoking is allowed. She has worked with the city attorney and board of health for guidance. Changes would be implemented beginning in September 2023 to allow time for community education and signage. Ald. William Licht motioned to approve the Ordinance to Amend Section 410-56(A) Smoking in Prohibited Places. Julie Chapman seconded. Motion carried.

b. Review and make recommendation on Community Gardens at Lincoln Park

Kristine was asked to suggest a park area for the use of community garden plots. Raised gardens are proposed along with ADA ones (6 total). There will be a nominal rental fee of approximately \$25 and an application. Community citizen Emma Anderson was present in support of this effort and would be interested in assisting with raising funds to develop. To be started in May. There will be a contract regarding upkeep, responsibilities, etc. Brad Clark motioned to approve Lincoln Park for community garden use. Julie Chapman seconded. Motion carried.

c. Review and take possible action: Property Management Agreement between the City of Watertown and the City of Watertown Redevelopment Authority

Questions were raised regarding any unfinished contract work and current funds available. Kristine indicated the new Programming Event Coordinator would be tasked with engaging funders and sponsors. A special meeting will occur next week to appoint a person from this committee to the Town Square committee. Emily Lessner motioned to approve the agreement as written. Ald. William Licht seconded. Motion carried.

d. Review and approve Memorial Bench and Tree Donation BQ – Matt M Johnson

Section 2, Item A.

Ald. William Licht motioned to approve a bench and two tree memorials at Brandt-Quirk Park. Brad Clark seconded. Motion carried.

e. Review and possible approval of increasing the Office Aide position wage

The department is currently evaluating seasonal and part-time wages. We will be looking to potentially increase the Office Aide position wage from 412/hr to \$14/hr. Jennifer Clayton motioned to table this item for a future meeting. Julie Chapman seconded. Motion carried.

f. Review and take possible action on Jefferson County League at Grinwald Park

The Jefferson County League utilizes Grinwald Park on Sundays; they rent equipment with fields, including portable toilets, and their facility use agreement needs to be approved for 2023. Brad Clark motioned to approve the agreement. Emily Lessner seconded. Motion carried.

g. Review and take possible action on waiving park rental fees for the American Legion 4th of July Event

Steve Zillmer spoke on behalf of the American Legion. He provided information about what they do and their current financial struggles. In the last couple of years they have attempted to increase attendance and add different features (wrestling, car show, etc.) and would like to make it more family-friendly and bring folks to the park (horseshoe/bean bag tournaments), etc. Steve came to suggest waiving half the park and equipment rental fees (roughly \$500) for this event. Brad Clark motioned to approve a \$500 park rental fee for the 2023 event. Emily Lessner seconded. Motion carried.

6. Director's Report:

a. Project updates:

i. Aquatic Center updates

The pool has been drained and the slides are currently being repaired. The 5-year inspection will occur in June.

ii. Parks Updates –

- a. Town Square – the grand opening will occur on May 20 with bands, speakers, Kart Park, kids' activities, and a beer garden with food vendors, etc.
- b. Programming Event Coordinator – hired Steph Juhl hopefully starting May 1.
- c. Riverside Restrooms update – currently working on reducing scope with architects and back out for bid, and hoping to have permits by August to begin construction.

iii. Recreation Updates

Soccer starts this Saturday with expanded teams for Little Kickers due to popularity, due to improvements and revamp with equipment, etc. Baseball and softball starting in May. Kyle will be leaving this month; over the last year he has shown us how a consistent, reliable person can dramatically improve our programs and services.

iv. Senior & Community Center Updates

The parking lot will be redone this summer and we are working on plans for alternate parking, etc. The original entrance will also be reconstructed.

v. Forestry Updates

Arbor Day is April 29 with a tree planting ceremony and social media enrichment activities.

b. Update on programming:

i. Recreation programming

Soccer and baseball registrations are live along with new sessions of dance, fitness classes, adult softball, etc. Plans are continuing for summer programs including Kart Park, day camp, tree climbing, kickball, etc.

ii. Senior and enrichment programming

A Senior Care Fair will occur on May 10. The annual Senior Center Volunteer Recognition Event will occur May 16.

A Bright Light, Neon Night family dance party will occur May 12. Spring break activities were popular and well received. The 2023 Park Passport Program will run until May 5.

iii. Aquatics update

Ali is working on revamping and adding aquatic fitness programs. Summer swim lessons were live on April 3.

7. Adjournment – Next meeting date May 15, 2023

Brad Clark motioned to adjourn the meeting. Emily Lessner seconded. Motion carried.

PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Friday, April 28, 2023

1. Call to order

The Watertown Parks, Recreation & Forestry Commission met virtually on April 28, 2023. The meeting was called to order by Brian Konz. Members present were: Julie Chapman, Brad Clark, Brian Konz, Jennifer Clayton, and Jonathan Lampe. Not present were: Emily Lessner and Kyle Krueger. Also present were: Kristine Butteris and John Kliebe.

2. Business

A. Review and approve nominee from the Park & Recreation Commission for the Town Square Programming Committee

Brad Clark nominated Brian Konz to the Town Square Programming Committee. Jennifer Clayton seconded. Motion carried.

3. Adjournment

Jennifer Clayton motioned to adjourn the meeting. Brad Clark seconded. Motion carried.

LEASE AGREEMENT

This Lease Agreement (the “Lease”) is entered by and between HARRY E and MARY S. GIBSON, ARNATT, GIBSON ETAL (“Lessor”) and THE CITY OF WATERTOWN, a Wisconsin Municipal Corporation (“Lessee”) as of the date last signatory hereto executes same.

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, upon the terms and conditions hereinafter set forth, a certain parcel of real property owned by Lessor, located in the City of Watertown, County of Jefferson, Wisconsin, described on Exhibit “A” attached hereto and incorporated by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The Property. Lessor agrees to lease to Lessee, any and all parts of the property (the "Property") as described under Exhibit “A” owned by Lessor. Lessor makes no representations or warranties whatsoever as to the condition of the Property or its suitability for residential or any other purpose and Lessee accepts the Property "AS-IS WITH NO EXPRESS OR IMPLIED WARRANTIES" at the Commencement Date of this Lease or at any other time thereafter.
2. Rent. Lessee shall pay Lessor one dollar and zero cents (\$1.00).
3. Permitted Uses. Lessee shall use the Property only for the Watertown Park and Recreation Department’s Kart Park program and in conformity with applicable zoning and local governmental regulations or controls. Lessor shall retain a superior right at all times to regulate the manner of the continued use of the property to the extent necessary to protect Lessor’s interests in its contemplated use for property. Any non-conformity by Lessee relative to the foregoing exercise of rights shall be cause for termination hereunder.
4. Commencement Date and Term. The tenancy under this Lease shall commence effective **May 15, 2023** through **August 31, 2023** unless terminated in writing upon thirty (30) days notice to the non-terminating party pursuant to this Lease.
5. Assignment of Leases. Lessee understands and represents under this Lease that the only parties leasing of property are THE CITY OF WATERTOWN. This Lease Agreement prohibits the assigning, subcontracting, or subleasing of the Property to third parties. The Lease shall be exclusively personal to THE CITY OF WATERTOWN and shall not run with the land. No other leases affect the Property at this time. All assignment, subcontracting or subleasing the Property to third parties is prohibited.
6. Indemnification. Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney’s fees, arising from any act, omission or negligence of Lessee or his contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or about the Property. Lessor shall not be liable for any casualty, fire, general or other form of loss or damage to person or property sustained by Lessee, or other persons, which may be caused by any other person or entity, by theft, or by vandalism, or by any act or neglect of any other person or entity, or by any other cause of whatsoever nature.

7. **Notices.** Any notice or election herein required or permitted to be given or served by any party hereto upon the other shall be in writing and delivered by a national courier service such as Federal Express or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Lessor:
HARRY E. AND MARY S. GIBSON
N9634 Boje Court
Watertown, WI 53094

If to Lessee:
KRISTINE BUTTERIS
Director of Parks & Recreation
CITY OF WATERTOWN
514 South First Street
Watertown, WI 53094
Tel (920) 262-8082
kbutteris@watertownwi.gov

With a copy to:
STEVEN CHESEBRO
City Attorney
CITY OF WATERTOWN
106 Jones Street
Watertown, WI 53094
Tel (920) 262-4033
scheseboro@watertownwi.gov

or to such other address as any party may from time to time designate by notice in writing to the other parties delivered in accordance with this Section. Any such notice if mailed as provided herein shall be deemed to have been given or served on the date mailed and shall be deemed to have been received upon the expiration of two (2) business days after the date of mailing or upon actual receipt by the receiving party. Any notice delivered by courier shall be deemed to have been given or served upon the party to whom delivered upon the delivery date. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

8. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

9. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver, or discharge is sought.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR:

BY: _____
Harry E. Gibson, Manager of the Property

Acceptance

Agreement executed and accepted this ____ day of _____ 2023.

LESSEE: CITY OF WATERTOWN, a Wisconsin Municipal Corporation

BY: _____
Emily McFarland, Mayor

Acceptance

Agreement executed and accepted this ____ day of _____ 2023.

[END OF DOCUMENT]

This instrument drafted by:
Steven Chesebro
City Attorney
WI State Bar No. 1074496

EXHIBIT “A”

The Property

The highlighted portion in red on the attached map of parcel.

Parcel Number: 291-0815-0311-020

Parcel Address: 1149 Boughton Street, Watertown, WI 53094

Brief Legal Description:

Lot 3, CSM 4644-24-007, Doc 1159001. Also and subject to esmt in Doc 1337775.

LEASE AGREEMENT

This Lease Agreement (the “**Lease**”) is entered by and between CITY OF WATERTOWN HOUSING AUTHORITY (“**Lessor**”) and THE CITY OF WATERTOWN, a Wisconsin Municipal Corporation (“**Lessee**”) as of the date last signatory hereto executes same.

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, upon the terms and conditions hereinafter set forth, a certain parcel of real property owned by Lessor, located in the City of Watertown, County of Jefferson, Wisconsin, described on **Exhibit “A”** attached hereto and incorporated by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **The Property.** Lessor agrees to lease to Lessee, any and all parts of the property (the “Property”) as described under Exhibit “A” owned by Lessor. Lessor makes no representations or warranties whatsoever as to the condition of the Property or its suitability for residential or any other purpose and Lessee accepts the Property “**AS-IS WITH NO EXPRESS OR IMPLIED WARRANTIES**” at the Commencement Date of this Lease or at any other time thereafter.

2. **Rent.** Lessee shall pay Lessor one dollar and zero cents (\$1.00).

3. **Permitted Uses.** Lessee shall use the Property only for the Watertown Park and Recreation Department’s Kart Park program and in conformity with applicable zoning and local governmental regulations or controls. Lessor shall retain a superior right at all times to regulate the manner of the continued use of the property to the extent necessary to protect Lessor’s interests in its contemplated use for property. Any non-conformity by Lessee relative to the foregoing exercise of rights shall be cause for termination hereunder.

4. **Commencement Date and Term.** The tenancy under this Lease shall commence effective **May 15, 2023** through **August 31, 2023** unless terminated in writing upon thirty (30) days notice to the non-terminating party pursuant to this Lease.

5. **Assignment of Leases.** Lessee understands and represents under this Lease that the only parties leasing of property are THE CITY OF WATERTOWN. This Lease Agreement prohibits the assigning, subcontracting, or subleasing of the Property to third parties. The Lease shall be exclusively personal to THE CITY OF WATERTOWN and shall not run with the land. No other leases affect the Property at this time. All assignment, subcontracting or subleasing the Property to third parties is prohibited.

6. **Indemnification.** Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney’s fees, arising from any act, omission or negligence of Lessee or his contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or about the Property. Lessor shall not be liable for any casualty, fire, general or other form of loss or damage to person or property sustained by Lessee, or other persons, which may be caused by any other person or entity, by theft, or by vandalism, or by any act or neglect of any other person or entity, or by any other cause of whatsoever nature.

7. **Notices.** Any notice or election herein required or permitted to be given or served by any party hereto upon the other shall be in writing and delivered by a national courier service such as Federal Express or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Lessor:
TAMMY KASTEN
Executive Director
CITY OF WATERTOWN HOUSING AUTHORITY
201 North Water Street
Watertown, WI 53094

If to Lessee:
KRISTINE BUTTERIS
Director of Parks & Recreation
CITY OF WATERTOWN
514 South First Street
Watertown, WI 53094
Tel (920) 262-8082
kbutteris@watertownwi.gov

With a copy to:
STEVEN CHESEBRO
City Attorney
CITY OF WATERTOWN
106 Jones Street
Watertown, WI 53094
Tel (920) 262-4033
scheseboro@watertownwi.gov

or to such other address as any party may from time to time designate by notice in writing to the other parties delivered in accordance with this Section. Any such notice if mailed as provided herein shall be deemed to have been given or served on the date mailed and shall be deemed to have been received upon the expiration of two (2) business days after the date of mailing or upon actual receipt by the receiving party. Any notice delivered by courier shall be deemed to have been given or served upon the party to whom delivered upon the delivery date. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

8. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

9. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in

writing signed by the party against whom enforcement of the change, amendment, modification, waiver, or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR: CITY OF WATERTOWN HOUSING AUTHORITY

BY: _____
Tammy Kasten, Executive Director

Acceptance

Agreement executed and accepted this ____ day of _____ 2023.

LESSEE: CITY OF WATERTOWN, a Wisconsin Municipal Corporation

BY: _____
Emily McFarland, Mayor

Acceptance

Agreement executed and accepted this ____ day of _____ 2023.

[END OF DOCUMENT]

This instrument drafted by:
Steven Chesebro
City Attorney
WI State Bar No. 1074496

EXHIBIT “A”

The Property

The highlighted portion in red on the attached map of parcel.

Parcel Number: 291-0815-0522-005

Parcel Address: 1124 Clement Street, Watertown, WI 53094

Brief Legal Description:

Lots 1, 2, 3, 4 & 5, Blk 2, Charles F. Griswold's Add. Also vac Griswold St adj. ex S30ft. ex com NE/C Lot 5, Blk 2, Charles F. Griswold's Add, S324.75ft, W108ft, N324.75ft, E108ft to POB (low-income housing).



MEMO

TO: Park & Recreation Commission
FROM: Kristine Butteris, Director of Parks, Recreation, & Forestry
DATE: March 20, 2023
RE: Parks Mower

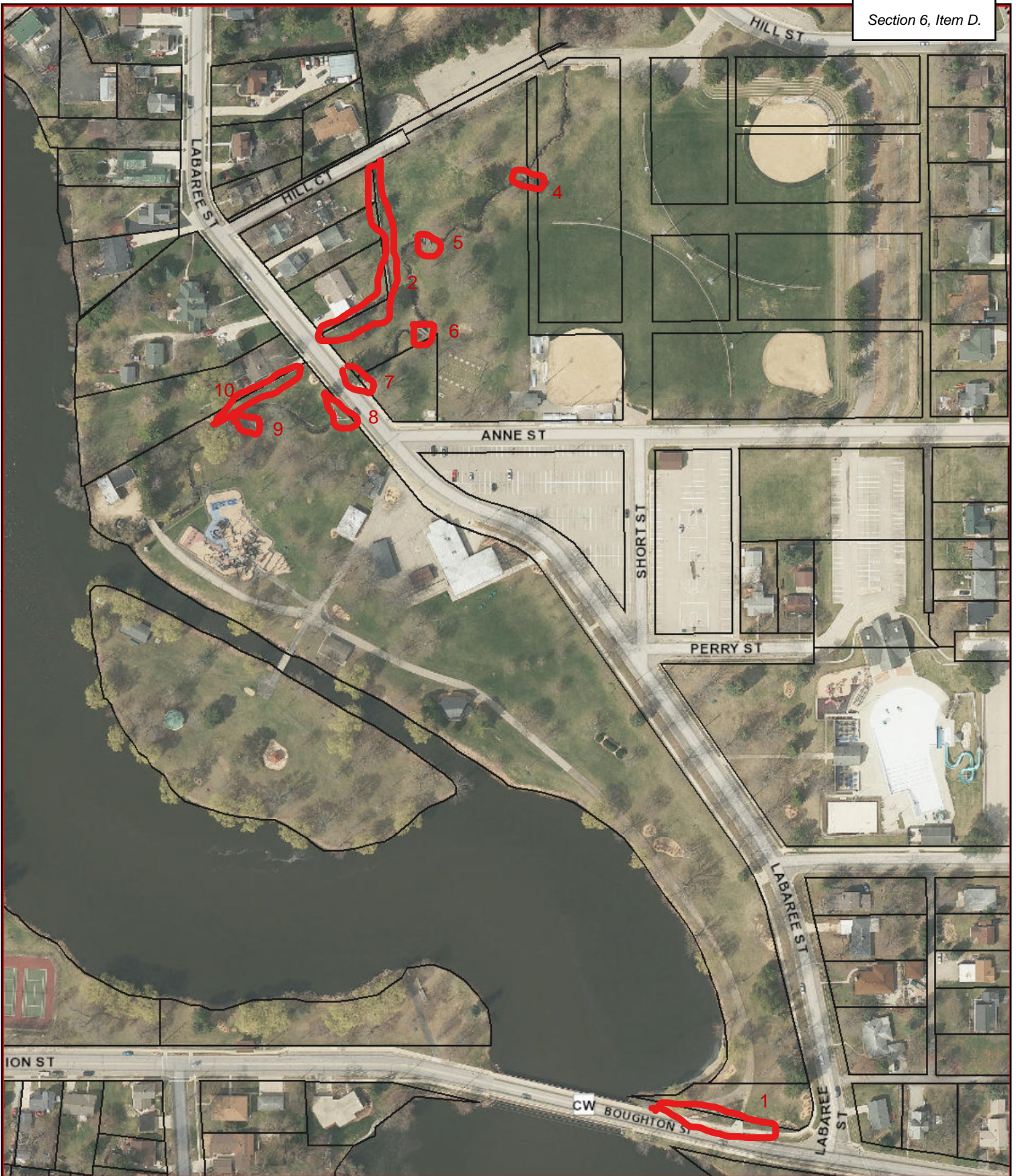
Commission Members,

The Parks, Recreation, & Forestry Department has budgeted for a new mower as the life expectancy per mower is 3,500 hours and a seven years present mower and our current mower has 4,500 hours on it and is operating in year nine.

Included in the documents are two quotes we received from Toro/Reinders for a full cab, groundmaster with a hydraulic broom for snow.

Both mowers are exceptional units and would like your approval to move forward with the mower that will best fit our needs.

We are looking for an approval on the purchase of a mower for the 2023 season.



Parcels



MEMO

TO: Emily McFarland, Mayor
FROM: Jaynellen J. Holloway, P.E.
DATE: May 1, 2023
RE: Riverside Park Stone Wall Rehabilitation Project

Background: Over the past several years, staff has brought to the City's attention the need for maintenance to the vintage stone walls and foot bridges at Riverside Park, but in the end the annual City budget couldn't fund the necessary work. The request came up again during the preparation of the 2023 annual budget and funding was found between Fund #5 and American Rescue Plan Act (ARPA). Fund #5 has \$87,400 and ARPA has \$75,000 for a total of \$162,400.

Engineering Division assisted Parks, Recreation, & Forestry Department with seeking quotes to repair the stone walls and foot bridges. Engineering received quotes from two contractors – Walsh Masonry, Inc. and K&K Masonry. Walsh only quoted one section of wall, while K&K provided quotes for all 9 sections of walls and bridges. K&K Masonry's total quote to repair all nine sections of walls and bridges came to \$282,500, without cost of insurance or bonds.

Engineering, Parks, Recreation, & Forestry Department, and the Mayor met to discuss the quotes and to review the scope of work. K&K submitted a lower cost for the same section of wall that Walsh Masonry did. It is recommended K&K Masonry be awarded the project for all nine sections of wall and bridges.

Early on in scoping the work to be completed on the stone walls and foot bridges, it was determined to remove three sections of wall from each end of the stone wall facing Boughton/Division Street at the front of the park to save restoration costs and to create a stone stockpile that the mason could use to repair other sections of the walls and foot bridges. It was determined that it would be the least disruptive, least noticeable, and still leave an aesthetically pleasing look.

After the most recent scope of work was evaluated, it was agreed by the reviewing committee that the southwest most bridge (Item 9 on the attached map) could also be removed. The benefits this would produce would be cost savings to the project, the bridge goes nowhere and doesn't connect people to other "active" areas of the park and with its elimination may deter youth from climbing and disturbing the northerly park boundary stone wall (Item 10 on the attached map) causing further deterioration.

Engineering will research if any Wisconsin Department of Natural Resources (WDNR) permits will be needed to remove bridge 9 and report back to the Mayor.

Understanding a total project cost of \$282,500 without insurance or bonds, and a budget the review committee prioritized the sections in need of the most repair to least repair and the following:

Section 6, Item D.

AREA	COST	TOTALS	FUNDING	FUNDING GAP
Insurance & Bonds	\$8,500			
1	\$36,600			
10 Wall	\$31,700			
10 Bridge	\$7,200			
8	\$32,300			
7	\$29,700	\$146,000	\$162,400	
6	\$29,300			
5	\$30,700			
4	\$27,500			
2	\$30,200			
9	\$27,300			
Contingency (Replace Flower Boxes, etc.)		\$20,000		
		\$283,700		\$121,300

Assuming Finance Committee and Parks, Recreation & Forestry Commission agree with eliminating Area 9, the total project costs are reduced to \$263,700, of which \$162,400 is funded for 2023. A total of \$117,700 remains unfunded in 2023.

Engineering is checking with Mr. Keeser to see if the funding was made available, could he complete all nine sections of the walls and foot bridges in this calendar year. As soon as we receive a response we will provide it to the Mayor.

NOTE: The Site Map is missing Area 3 – there is no Area 3. Also, Mr. Keeser included two quotes under Area 10.