



PARKS, RECREATION & FORESTRY COMMISSION MEETING AGENDA

MONDAY, MAY 20, 2024 AT 4:30 PM

514 S. FIRST STREET, WATERTOWN, WI 53094 - FIRST FLOOR, CONLEY HALL

In Person or Virtually at: <https://meet.goto.com/WatertownParkRec>

1. CALL TO ORDER

2. REVIEW AND APPROVAL OF MINUTES

- [A.](#) Review and approve: Parks, Recreation, and Forestry meeting minutes from April 15, 2024
- [B.](#) Review and approve: Senior Center Advisory Board meeting minutes from April 16, 2024
- [C.](#) Review and approve: Senior Center Advisory Board meeting minutes from May 14, 2024

3. REVIEW AND APPROVAL OF FINANCIAL REPORTS

- [A.](#) Review and approve: March 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 take possible action: Concession Agreement Kayak Rentals
- B. Review and discuss: Riverside Park Streambank Restoration
- [C.](#) Review and take action: 2024 Senior Center Rental Application
- [D.](#) Review and take action: 2024 Policies Governing the Use of the Senior & Community Center
- [E.](#) Review and take action: 2024 Senior & Community Center Alcohol Policy
- F. Review and discuss: Pickball courts at Riverside
- G. Review and take action: fee reduction for the August 25 family fun day
- H. Review and discuss: Riverside bandshell project
- [I.](#) Review and take action: fee reduction for Protect WI Waterways booth
- [J.](#) Review and take action: Buchholtz memorial bench
- [K.](#) Review and take action: rental agreement between city and ADRC

6. DIRECTOR'S REPORT

- A. Project Updates: Parks - Tivoli Island RFP
- B. Project Updates: Parks - Eric Gutzdorf CPSI
- C. Project Updates: Parks - Riverside Park creek restoration
- [D.](#) Project Updates: Parks - Bud Fowler monument at Washington Park
- E. Project Updates: Forestry/Parks
- F. Project Updates: Aquatics
- G. Project Updates: Town Square
- H. Project Updates: Senior & Community Center - retaining wall
- I. Programming: Recreation
- J. Programming: Town Square
- K. Programming: Senior & Enrichment
- L. 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@watertownwi.gov, 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 15, 2024

1. Call to order

The Watertown Parks, Recreation & Forestry Commission met in person on April 15, 2024. The meeting was called to order by Brian Konz. Members present were: Julie Chapman, Ald. Jonathan Lampe, Brian Konz, Brad Clark, Emily Lessner, and Jennifer Clayton. Not present was: Kyle Krueger. Also present were: Kristine Butteris, Jeff Doyle, Andrea Draeger, Ali Nicholson, Stephanie Juhl, Ian Pilak, Carol Quest, Steve Zillmer, and Robert Stocks.

2. Review and approval of minutes:

Brad Clark motioned to approve the March 18, 2024 Parks Recreation and Forestry minutes as written. Julie Chapman seconded. Motion carried.

3. Review and approval of financial reports

Julie Chapman motioned to approve the January 2024 financial reports. Ald. Jonathan Lampe seconded. Motion carried.

4. Citizens to be heard

There were none.

5. Business

Due to an emergency at the Senior and Community Center, Ald. Jonathan Lampe motioned to begin reviewing the director's report and return to business, in order, when all members of the commission were available. Julie Chapman seconded. Motion carried.

A. Review and potentially approve: 4th of July event fee reduction

Steve Zillmer spoke about the 4th of July event and requested a reduction in fees to \$500. He also spoke on the many organizations with benefit from this event as well as the parks crew's work to make it possible. Ald. Jonathan Lampe motioned to reduce the 4th of July event fee to \$500 for 2024. Jennifer Clayton seconded. Motion carried.

B. Review and potentially approve: Windmill tournament fee reduction

No representative from Windmill attended this meeting or submitted information for a memo. Brad Clark motioned to table this item until more information is available. Julie Chapman seconded. Motion carried.

C. Review and potentially approve: Protect WI Waterways market fee reduction

Protect WI Waterways submitted a request to waive the \$25/market fees, totally \$100 for the Thursday night market season. They will only be giving out information. Ald. Jonathan Lampe motioned to send this item back to the organization to solicit a recommendation from a city department in order to waive fees. Jennifer Clayton seconded. Motion carried.

D. Review and approve: smoking in parks maps

Kristine and Carol Quest presented revised maps for smoking areas in community parks and suggested no smoking in the neighborhood parks. These maps can provide policy and ordinance language especially for special events, though difficult to enforce on a regular basis. Signs could potentially be made through the city. Ald. Jonathan Lampe provided information regarding what he believes would be more favorable to Common Council, such as drawing no-smoking circles around playgrounds. Ald. Jonathan Lampe motioned to

approve the smoking in parks maps as written and forward to Common Chapman seconded. Motion carried.

E. Review and p approve: facility reservation policies

Kristine and Andrea reviewed changes to a previous draft-only version of a facility reservation policy document, as well as the reason to implement the document, including the need to specify policies regarding park shelter rentals, tent permits, and driving/parking permits. Julie Chapman motioned to approve the facility reservation policy document. Jennifer Clayton seconded. Motion carried.

F. Review and discuss: Riverside Park bandshell life

Kristine discussed the historical bandshell and that it is near end of life, and opened the meeting for discussion. There are concerns about the structural integrity of the building, however, since the Riverside Park master plan was denied in the last budget cycle, it must be decided if this need is immediate or can be delayed. Discussion occurred regarding the historical significance of the building as well as options to demolish and utilize temporary structures instead. Questions were raised regarding other organizations, besides Riverfest, which may want to utilize a permanent structure. More discussion will occur at the May meeting.

G. Review and approve: Senior & Community Center generator quotes

Kristine provided two quotes from United Electric (\$77,743) and Generac (\$118,218) for an emergency generator to be installed at the Senior & Community Center due to the building being designated as a warming/cooling shelter. Funds will be coming from a budget capital project fund and ARPA along with funds from the Health Department's budget, which totals \$78,000. Brad Clark motioned to approve the generator quote from United Electric. Emily lessner seconded. Motion carried.

6. Director's Report:

A. Project updates:

i. Parks Updates – Riverside Restrooms

Construction began last week. A well was found and had to be removed and work has now resumed.

ii. Forestry

The Right Tree, Right Spot program began this spring and will end May 1 for citizens to receive free trees to plant on private property. The Tree Planting Program also began and will end October 1 for citizens to cost share trees to be planted on boulevards.

iii. Aquatics

The indoor pool was closed in April due to annual maintenance. The Aquatic Center will open June 1. The filtration system installation has been bumped to the end of the season. The prior concrete work is currently being corrected.

iv. Town Square

Nine new light poles were added with extra electrical. New chairs, tables, and shade umbrellas were also purchased. New concrete will be put in place for a new advertising sign.

v. Senior & Community Center

Work is being done to move the reception desk in front of the front door. The retaining wall (both sections) are being rebuilt; work began last week. A conduit was hit and a drain tile was found to be capped which needed to be addressed.

B. Update on Parks & Forestry

Restrooms are all open, swings are being installed, and portable toilets will be placed soon. Docks will be put out soon and mowing has started.

C. Update on programming:

i. Recreation programming

An offer will be extended this week to a Recreation Programmer candidate to hopefully start the first week of May. Soccer, baseball, and tournaments are all being coordinated to begin.

ii. Town Square Programming

We are working to change event layouts and move the alcohol tent to a different area.

iii. Senior and enrichment programming

The 2nd annual Senior Care Fair is happening on May 1. The senior center volunteer recognition program is happening May 21 with a new caterer. The Senior Center base is growing with new programs and interests, like chess.

iv. Aquatics programming

The Aquatic Center will have different themes every week. Lesson registration began last week and almost all are full. Hiring has gone well and have reposted the lifeguard position.

7. Adjournment – Next meeting date May 20, 2024

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

**Watertown Senior Center
Advisory Board Minutes
April 16, 2024**

1. Call to Order

The Senior Center Advisory Board met in person on April 16, 2024, at 9:00 am. The meeting was called to order by director Andrea Draeger. Present: Beth Beckett, Betty Jimenez, and Kerry Kneser. Not present was: Cathie Wallen, Kimberly Henze, Justin Munzel, and Kathleen Gillingham. Also present was Andrea Draeger.

2. Review and Approve the February Minutes

A quorum of four was not met for this meeting; all items needing approval will be moved to a special meeting in May (date TBD).

3. Review and Approve the Monthly Financial Report

A quorum of four was not met for this meeting; all items needing approval will be moved to a special meeting in May (date TBD).

4. Citizens to be Heard

None.

5. Business

a. Review and approve: Senior Center Advisory Board By-Laws

A quorum of four was not met for this meeting; all items needing approval will be moved to a special meeting in May (date TBD).

b. Review and approve: policies governing the use of the senior and community center

A quorum of four was not met for this meeting; all items needing approval will be moved to a special meeting in May (date TBD).

6. Chairperson's Committee Report

a. Update Fundraising Committee on Current Efforts

A raffle license is still being explored as well as upcoming grants. The bake sale fundraiser raised over \$500. It was suggested to make sure thank you letters are sent to bingo and other sponsors and to acknowledge them at the annual meeting in May, invite to senior citizen day, add to newsletter, etc. Pizza Ranch donations are being accepted and round-up cards are being sold as a fundraiser to support the upcoming volunteer recognition event.

b. Update Membership Committee on Current Memberships and Renewals

A new member packet has been finished. It includes a welcome letter, flier, application, current newsletter, and will include the policies governing the use of the center when it has been approved. Renewals and new memberships are growing.

c. Update Community Services Committee on Projects/Efforts

AARP tax appointments have finished. Andrea followed up on barrel donations for assisted living locations with lists of potential items and is currently live. A volunteer will be needed to deliver these items.

d. Update Program Committee on Program Attendance & New Programs

Chess has started as a new activity twice a month.

7. Director's Report

a. Updates

The Senior Care Fair is set for May 1 and will need assistance with managing vendors and donors. The hall furniture has arrived and been put together. The next board election is here and ballots are due by Friday, April 19. Candidates will be notified and results approved at the May 21 annual meeting.

8. Adjournment

Next meeting is scheduled for Tuesday, June 18, 2024 at 9:00 am. A special meeting will be scheduled for the beginning of May. Kerry Kneser motioned to adjourn. Beth Beckett seconded. Motion carried.

**Watertown Senior Center
Advisory Board Minutes
May 14, 2024 (special)**

1. Call to Order

The Senior Center Advisory Board met in person on May 14, 2024, at 9:00 am. The meeting was called to order by Kerry Kneser. Present: Beth Beckett, Betty Jimenez, Cathie Wallen, Kerry Kneser, Mara O'Brien, and Jolene Lucas. Not present was: Kathleen Gillingham. Also present was Andrea Draeger.

2. Review and Approve Minutes

Kerry Kneser motioned to approve the Senior Center Advisory Board meeting minutes from February 20, 2024. Beth Beckett seconded. Motion carried.

Betty Jimenez motioned to approve the Senior Center Advisory Board meeting minutes from April 16, 2024. Cathie Wallen seconded. Motion carried.

3. Review and Approve the Monthly Financial Report

Cathie Wallen motioned to approve the January financial report. Beth Beckett seconded. Motion carried.

4. Citizens to be Heard

None.

5. Business

a. Review and approve: Senior Center Advisory Board By-Laws

Kerry Kneser motioned to approve the updated Senior Center Advisory Board By-Laws as written. Beth Beckett seconded. Motion carried.

b. Review and approve: policies governing the use of the senior and community center

Discussion occurred to ensure any damages resulting from the renters' use of alcohol would be addressed and it was recommended that we review the alcohol policy again to ensure everything is stated as proper process. It was also discussed the approved policies will be available at our upcoming annual meeting, in the new member welcome folder, and with the member renewal letter this year. Jolene Lucas motioned to approve the policies governing the use of the center. Beth Beckett seconded. Motion carried by a 5-1 vote.

6. Chairperson's Committee Report

a. Update Fundraising Committee on Current Efforts

An update was given regarding the Pizza Ranch cause of the month and round up cards sales – allowing the center to raise almost the entire catering bill for the volunteer recognition event. An update was also given for the Green Bay Packer grant with the intended use for center artwork. It was determined, right now, that there will not be an August bake sale unless more volunteers are available.

b. Update Membership Committee on Current Memberships and Renewals

No update was given at this time.

c. Update Community Services Committee on Projects/Efforts

No update was given at this time.

d. Update Program Committee on Program Attendance & New Programs

No update was given at this time.

7. Director's Report

a. Updates

The Senior Care Fair was successful with almost 40 vendors and about 75 people in attendance. Improvements will be made for the next fair next year.

8. Adjournment

Next meeting is scheduled for Tuesday, June 18, 2024 at 9:00 am. Kerry Kneser motioned to adjourn. Betty Jimenez seconded. Motion carried.

Watertown Parks and Recreation Department

Financial Report

Section 3, Item A.

End of Month MARCH 2024

Revenue		Year to Date	Year to Date	Budgeted	Balance
Account #	Description	Revenue	Budget	Amount	
01-446210	Rec Dept Non Taxable Revenue	\$ 36,364.91	\$ 20,250.00	\$ 81,000.00	\$ 44,635.09
01-446211	Rec Dept Taxable Revenue	2,986.83	\$ 11,250.00	\$ 45,000.00	\$ 42,013.17
01-446212	Rec Concession Revenue	111.00	\$ 250.00	1,000.00	\$ 889.00
01-446220	Net Ticket Sales	-	\$ 100.00	400.00	\$ 400.00
01-446230	Aquatic Center Revenue	3,287.96	\$ 35,250.00	141,000.00	\$ 137,712.04
01-446232	Indoor Pool Non Taxable Revenue	1,260.00	\$ 6,500.00	26,000.00	\$ 24,740.00
01-446233	Indoor Pool Taxable Revenue	3,775.19	\$ 2,750.00	11,000.00	\$ 7,224.81
01-446234	Senior Center Revenue	69.89	\$ 100.00	400.00	\$ 330.11
01-446235	Senior Center Memberships	1,100.58	\$ 1,250.00	5,000.00	\$ 3,899.42
01-446236	Senior Center Rental Fees	5,447.53	\$ 4,250.00	17,000.00	\$ 11,552.47
01-446264	Park Rental	6,944.35	\$ 7,750.00	31,000.00	\$ 24,055.65
01-446266	Misc Park Revenue	5,041.22	\$ 5,625.00	22,500.00	\$ 17,458.78
Grand Total Revenue		\$ 66,389.46	\$ 95,325.00	\$ 381,300.00	\$ 314,910.54
Expense		Year to Date		Budgeted	Balance
Account #	Description	Expenses		Amount	
Administration					
01-552010	Salaries	\$ 85,999.24	\$ 92,997.25	\$ 371,989.00	\$ 285,989.76
01-552014	Overtime	-	\$ 125.00	500.00	500.00
01-552016	Part-time Salaries	-	\$ 3,300.00	13,200.00	13,200.00
01-552017	Contract Services	7,464.32	\$ 3,525.00	14,100.00	6,635.68
01-552018	Supplies & Expenses	2,028.46	\$ 1,850.00	7,400.00	5,371.54
01-552019	Advertisement	-	\$ 500.00	2,000.00	2,000.00
01-552020	Repairs	477.58	\$ 875.00	3,500.00	3,022.42
01-552021	Contribution to Town Square	(18,825.00)	\$ 18,825.00	75,300.00	94,125.00
01-552022	Dues, fees, subs	1,777.92	\$ 695.00	2,780.00	1,002.08
01-552023	Training	-	\$ 15.00	60.00	60.00
01-552024	Travel	1,992.20	\$ 750.00	3,000.00	1,007.80
01-552026	Maintenance Supplies	1,346.46	\$ 900.00	3,600.00	2,253.54
01-552028	Fuel	1,781.71	\$ 1,500.00	6,000.00	4,218.29
01-552030	Electric	2,906.82	\$ 3,875.00	15,500.00	12,593.18
01-552031	Water	158.28	\$ 500.00	2,000.00	1,841.72
01-552032	Telephone	1,125.03	\$ 1,062.50	4,250.00	3,124.97
01-552033	Wisconsin Retirement	5,704.40	\$ 6,131.75	24,527.00	18,822.60
01-552034	Social Security	5,175.89	\$ 5,978.50	23,914.00	18,738.11
01-552035	Medicare	1,210.55	\$ 1,398.25	5,593.00	4,382.45
01-552036	Health Insurance	14,093.04	\$ 16,466.75	65,867.00	51,773.96
01-552037	Life Insurance	164.97	\$ 116.00	464.00	299.03
01-552038	Dental Insurance	910.56	\$ 1,028.00	4,112.00	3,201.44
01-552042	Mileage	241.20	\$ 200.00	800.00	558.80
01-552060	Capital Outlay	2,620.97	\$ 2,500.00	10,000.00	7,379.03
Total Administration		\$ 118,354.60	\$ 165,114.00	\$ 660,456.00	\$ 542,101.40
Recreation					
01-552114	Rec Overtime	\$ -	\$ 125.00	\$ 500.00	\$ 500.00
01-552116	Part-time Salaries	6,087.65	\$ 9,981.25	39,925.00	33,837.35
01-552117	Contract Sports Services	4,144.80	\$ 4,641.00	18,564.00	14,419.20
01-552118	Supplies & Expenses	1,935.37	\$ 7,750.00	31,000.00	29,064.63
01-552134	Social Security	377.47	\$ 924.25	3,697.00	3,319.53
01-552135	Medicare	88.28	\$ 216.25	865.00	776.72
01-552160	Capital Outlay	-	\$ 1,000.00	4,000.00	4,000.00
Total Recreation		\$ 12,633.57	\$ 24,637.75	\$ 98,551.00	\$ 85,917.43
Aquatic Center					
01-552214	Aq Ctr Overtime	\$ -	\$ 500.00	\$ 2,000.00	\$ 2,000.00
01-552216	Part-time Salaries	(181.69)	\$ 25,082.00	100,328.00	100,509.69
01-552217	Svc Contracts/Licenses	65.00	\$ 875.00	3,500.00	3,435.00
01-552218	Supplies & Expenses	918.46	\$ 1,125.00	4,500.00	3,581.54
01-552220	Repairs	4,958.10	\$ 3,000.00	12,000.00	7,041.90
01-552223	Training	-	\$ 375.00	1,500.00	1,500.00
01-552228	Fuel	69.29	\$ 2,125.00	8,500.00	8,430.71

Expense Account #	Description	Year to Date Expenses		Budgeted Amount	Bal
01-552230	Electric	1,381.16	\$ 4,125.00	16,500.00	15,118.84
01-552231	Water	541.26	\$ 4,500.00	18,000.00	17,458.74
01-552232	Telephone	163.44	\$ 125.00	500.00	336.56
01-552234	Social Security	(11.26)	\$ 1,710.00	6,840.00	6,851.26
01-552235	Medicare	(2.63)	\$ 400.00	1,600.00	1,602.63
01-552240	Chemicals	-	\$ 6,500.00	26,000.00	26,000.00
01-552244	Uniforms	106.50	\$ 550.00	2,200.00	2,093.50
01-552246	Concessions Supplies	-	\$ 5,250.00	21,000.00	21,000.00
01-552260	Capital Outlay	-	\$ 1,500.00	6,000.00	6,000.00
Total Aquatic Center		\$ 8,007.63	\$ 56,242.00	\$ 224,968.00	\$ 222,960.37
05-552270	Capital Projects	-	\$ 54,495.00	217,980.00	217,980.00

Section 3, Item A.

Expense Account #	Description	Year to Date Expenses		Budgeted Amount	
Section 3, Item A.					
Indoor Pool					
01-552314	Indoor Pool Overtime	\$ -	\$ 250.00	\$ 1,000.00	\$ 1,000.00
01-552316	Part-time Salaries	10,533.53	\$ 9,656.50	38,626.00	28,092.47
01-552317	WUSD Maintenance Staff	-	-	-	-
01-552318	Supplies & Expenses	4,998.89	\$ 2,500.00	10,000.00	5,001.11
01-552320	Repairs	-	\$ 375.00	1,500.00	1,500.00
01-552328	Fuel	-	\$ 1,875.00	7,500.00	7,500.00
01-552330	Electric	-	\$ 3,875.00	15,500.00	15,500.00
01-552331	Water	-	\$ 1,375.00	5,500.00	5,500.00
01-552332	Telephone	-	\$ 87.50	350.00	350.00
01-552334	Social Security	653.06	\$ 978.25	3,913.00	3,259.94
01-552335	Medicare	152.76	\$ 228.75	915.00	762.24
Total Indoor Pool		\$ 16,338.24	\$ 21,201.00	\$ 84,804.00	\$ 68,465.76
	Total Parks & Rec Budget	\$ 155,334.04		\$ 1,068,779.00	\$ 913,444.96
Reserve Accounts					
		YTD Expenses		Beginning Balance	
				Balance	
24-581107	Senior Center Fundraising	\$ (659.86)		\$ 25,220.92	\$ 25,880.78
01-271970	Senior Center Security Deposits	\$ -		\$ -	\$ -
01-581121	BQ Baseball	\$ -		\$ -	\$ -
01-581137	River Walkway Repairs	\$ -		\$ -	\$ -
01-581139	InterUrban Trail	\$ -		\$ -	\$ -
01-581140	Bike Trail	\$ -		\$ -	\$ -
05-552070	Quarry Study	\$ -		\$ 45,000.00	\$ 45,000.00
05-552470	Sr Ctr Retaining Wall	\$ -		\$ -	\$ -
05-581104	Chamberland Improvements	\$ -		\$ -	\$ -
05-581106	Park Facility Improvements	\$ -		\$ 5,969.65	\$ 5,969.65
05-581118	Heron View Park (micro park)	\$ -		\$ -	\$ -
05-581120	Park Expansion & Improvements	\$ 180.64		\$ 16,350.91	\$ 16,170.27
07-581113	Park Dedication Fees (land purchase)	\$ -		\$ 94,503.32	\$ 94,503.32
07-581115	Park Improvements	\$ -		\$ 51,500.00	\$ 51,500.00

**Watertown Parks and Recreation Department
Financial Report
Mar-24**

Expense Account #	Description	Year to Date Expense	Year to Date Budget	Budgeted Amount	Balance
Park					
01-554110	Salaries	\$ 96,131.69	\$ 117,630.00	\$ 470,520.00	\$ 374,388.31
01-554112	Longevity	-	\$ 527.00	\$ 2,108.00	\$ 2,108.00
01-554114	Overtime	1,447.24	\$ 3,000.00	12,000.00	\$ 10,552.76
01-554116	Part-time Salaries	0.00	\$ 8,000.00	32,000.00	\$ 32,000.00
01-554118	Supplies & Expenses	3,067.65	\$ 9,250.00	37,000.00	\$ 33,932.35
01-554120	Repairs	2,278.51	\$ 4,500.00	18,000.00	\$ 15,721.49
01-554126	Goose Control	-	\$ 625.00	2,500.00	\$ 2,500.00
01-554128	Fuel	811.44	\$ 1,250.00	5,000.00	\$ 4,188.56
01-554130	Electric	4,798.07	\$ 9,250.00	37,000.00	\$ 32,201.93
01-554131	Water	6,825.54	\$ 12,500.00	50,000.00	\$ 43,174.46
01-554132	Telephone	261.27	\$ 275.00	1,100.00	\$ 838.73
01-554133	Wisconsin Retirement	6,728.15	\$ 8,463.25	33,853.00	\$ 27,124.85
01-554134	Social Security	5,784.36	\$ 8,100.75	32,403.00	\$ 26,618.64
01-554135	Medicare	1,352.83	\$ 1,894.50	7,578.00	\$ 6,225.17
01-554136	Health Insurance	32,150.88	\$ 38,783.25	155,133.00	\$ 122,982.12
01-554137	Life Insurance	406.54	\$ 429.25	1,717.00	\$ 1,310.46
01-554138	Dental Insurance	1,932.00	\$ 2,208.00	8,832.00	\$ 6,900.00
01-554140	Gasoline	5,550.41	\$ 8,125.00	32,500.00	\$ 26,949.59
01-554141	Fertilizers & Herbicides	-	\$ 2,500.00	10,000.00	\$ 10,000.00
01-554142	Equipment Repairs	11,428.50	\$ 7,000.00	28,000.00	\$ 16,571.50
01-554144	Washington Park Lights	122.06	\$ 1,000.00	4,000.00	\$ 3,877.94
01-554148	Water Bubblers	175.22	\$ 500.00	2,000.00	\$ 1,824.78
01-554150	Staff Training	650.50	\$ 375.00	1,500.00	\$ 849.50
01-554159	Safety Equipment	965.92	\$ 750.00	3,000.00	\$ 2,034.08
01-554160	Capital Outlay	594.99	\$ 2,487.50	9,950.00	\$ 9,355.01
Total Park		\$ 183,463.77	\$ 249,423.50	\$ 997,694.00	\$ 814,230.23
05-554170	Capital Projects	\$ 210,000.00	\$ 52,500.00	\$ 210,000.00	
Forestry					
01-561110	Salaries	\$ 15,510.57	\$ 29,900.00	\$ 119,600.00	\$ 104,089.43
01-561112	Longevity	27.30	\$ 131.75	527.00	499.70
01-561118	Supplies & Expense	1,624.84	\$ 1,000.00	4,000.00	\$ 2,375.16
01-561119	UF Grant Exp: Tree/Ash Inje	1,001.60	\$ 6,250.00	25,000.00	23,998.40
01-561120	Repairs	621.55	\$ 750.00	3,000.00	2,378.45
01-561124	Cont. Education Forester Cert	0.00	\$ 400.00	1,600.00	1,600.00
01-561126	Annual Bucket Truck Inspection	0.00	\$ 1,000.00	4,000.00	4,000.00
01-561133	Wisconsin Retirement	1,072.11	\$ 2,072.00	8,288.00	7,215.89
01-561134	Social Security	833.05	\$ 1,862.00	7,448.00	6,614.95
01-561135	Medicare	194.81	\$ 435.50	1,742.00	\$ 1,547.19
01-561136	Health Insurance	7,144.64	\$ 11,081.00	44,324.00	37,179.36
01-561137	Life Insurance	49.60	\$ 123.50	494.00	444.40
01-561138	Dental Insurance	368.00	\$ 552.00	2,208.00	1,840.00
01-561160	Capital Outlay	1,799.11	\$ 2,075.00	8,300.00	6,500.89
Total Forestry		\$ 30,247.18	\$ 57,632.75	\$ 230,531.00	\$ 200,283.82
05-561170	Capital Projects	-	\$ -	-	\$ -

Watertown Parks and Recreation Department

Financial Report

Section 3, Item A.

End of Month March 2024

Revenue		Year to Date	Year to Date	Budgeted	Balance
Account #	Description	Revenue	Budget	Amount	
26-446210	TS Revenue - Nontaxable	\$ 6,175.00	\$ 200.00	\$ 1,200.00	\$ (4,975.00)
26-446211	TS Revenue - Taxable	\$ 2,565.00	\$ 4,083.34	\$ 24,500.00	\$ 21,935.00
26-446250	Contributions FR General Fund	\$ (18,825.00)	\$ 12,550.03	75,300.00	\$ 94,125.00
26-446266	TS Future Fund Contributions	\$ -	\$ 19,000.04	114,000.00	\$ 114,000.00
Grand Total Revenue		\$ (10,085.00)	\$ 35,833.41	\$ 215,000.00	\$ 225,085.00
Expense		Year to Date	Year to Date	Budgeted	Balance
Account #	Description	Expenses	Expenses	Amount	
26-554310	Salaries	-	10,913.02	\$ 65,478.00	\$ 65,478.00
26-554316	Part-time Salaries	-	-	-	\$ -
26-554318	Supplies	2,849.24	-	-	\$ (2,849.24)
26-554319	Advertising	-	1,166.67	7,000.00	\$ 7,000.00
26-554320	Repair/Maintenance	4,723.03	2,050.00	12,300.00	\$ 7,576.97
26-554330	Electricity	639.70	433.33	2,600.00	\$ 1,960.30
26-554331	Water	746.88	7,124.01	42,744.00	\$ 41,997.12
26-554333	Wisconsin Retirement	-	753.00	4,518.00	\$ 4,518.00
26-554334	Social Security	-	676.67	4,060.00	\$ 4,060.00
26-554335	Medicare	-	158.17	949.00	\$ 949.00
26-554336	Health Insurance	-	-	-	\$ -
26-554337	Life Insurance	-	49.17	295.00	\$ 295.00
26-554338	Dental Insurance	-	-	-	\$ -
26-554341	Event Expenses	5,365.89	7,387.51	44,325.00	\$ 38,959.11
26-554360	Capital Outlay	-	1,666.67	10,000.00	\$ 10,000.00
Grand Total		\$ 14,324.74	32,378.23	\$ 194,269.00	\$ 179,944.26

CONCESSION AGREEMENT

This Concession Agreement (hereinafter referred to as the "Agreement") is made and entered into as of this 15th day of April, 2024 by and between the **City of Watertown – Parks and Rec Department** (hereinafter referred to as the "Department") and **The Surf Shack LLC** (hereinafter referred to as the "Concessionaire"). Kristine Butteris shall be the primary representative of the Department in the management of this Agreement. The primary representative of the Concessionaire is Nathan Olson (Owner).

RECITALS

WHEREAS, the Department owns and operates multiple parks, including the Riverside Park, located at 916 Labaree St. Watertown, WI 53098, hereinafter referred to as the Park; and

WHEREAS, Concessionaire desires to provide and operate a self-serve concession stand at the Park for the purpose of renting kayaks to the Park patrons; and

WHEREAS, the Department is willing to permit the Concessionaire to provide and operate a concession stand at the Park in accordance with and subject to the limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. **Term:** The term of this Agreement shall be from the date of execution of this Agreement to December 31st, 2028. During this term the Department grants the Concessionaire the right to operate the concession at the Park in exchange for the concession payment provided herein. Except as provided herein, the Agreement shall terminate on the date above and the Concessionaire shall relinquish all claims and rights regarding the concession at the Park at that time. The terms of this Agreement may be renegotiated at any time by mutual consent of both parties
2. **Location:** The concession will be located on those portions of the Park described in Exhibit "A" (hereinafter identified collectively as the "Premises") which is attached and made a part of this Agreement. Exact location to be determined by the Department.
3. **Concessionaire Service:** Concessionaire shall offer for rent the use of kayaks. Concessionaire to provide all operation services required including customer service phone line and maintenance.
4. **Hours of Operation:** The concession shall be in operation on a daily basis from at least Memorial Day weekend through Labor Day weekend each year. Concessionaire will, to the best of ~~their~~ its ability, extend season operation outside these dates as weather permits. Hours of operation will be no earlier than sunrise to no later than sunset each day.
5. **Non-Competitive:** The Concessionaire agrees that the Department has the right to license, or issue permits for external concessions. Except as provided above, the Department agrees that it shall not knowingly permit any new concessions, either for-profit or non-profit, to directly compete with the Concessionaire within the Park.

6. **Signage/Advertising:** The Department must authorize in writing any use of signs or advertising or display materials relating to the concession and displayed on the Premises. All signs or advertising issued or used by the Concessionaire shall be paid for by the Concessionaire. and shall clearly identify the Park as the property of "The City of Watertown."
7. **Compliance:** Concessionaire agrees to conduct its business and to operate the same in compliance with all health codes, safety standards and other applicable laws, ordinances, and regulations, and to obtain all necessary City, State, and Federal Licenses, permits and tax numbers, as required to conduct such operations. Concessionaire further agrees to pay any and all income taxes, sales taxes and other taxes which may be due or become due in connection with Concessionaire's business. Concessionaire shall train and closely supervise all concession employees, vendors, and salespersons so they are aware of and adhere to all terms and conditions of this Agreement and all applicable laws, rules and regulations of the State of Wisconsin, City of Watertown-city, and Jefferson County.
8. **Premises Upkeep:** The Concessionaire will maintain and keep up all structures and all surrounding ground areas of the Premises, and particularly the rental areas, in good repair, and in a clean, neat, and sanitary condition at all times. The high standards of maintenance and upkeep of the Premises for a clean, neat, and sanitary condition shall include but not limited to removal of weeds, trash, and obstructions; cleaning raking of landing areas as needed of all areas of the Premises, except when such activities may be performed by the Department, at its sole discretion. The Concessionaire will not cause or allow any waste or nuisance upon the Premises.
9. **Temporary Closure:** If the Department determines that an emergency exists, the Department may order the concession to be temporarily closed. Closures for severe emergencies such as flooding, or storm damage may require that the Department close the concession for an extended period. Any closure of the concession by the Department for a period of 15 days or longer for emergency purposes during a period between Memorial Day and Labor Day shall permit the Concessionaire to request re-negotiations with the Department on the percentage fee to be paid to the Department for that calendar year. The Department shall agree to negotiate in good faith in such circumstances.
10. **Concession Payments:** The Concessionaire agrees to pay a percentage of the gross annual revenues collected from this concession to the Department. These payments shall be made on or before April 1st of the following year. For the purposes of the Agreement "gross annual revenues" are all revenues collected by the Concessionaire for sales of goods and services, rental of equipment, and booking of activities at the Park, excluding sales taxes collected and credit card transaction fees. The Department acknowledges that the Concessionaire may have operations at other locations other than the Park detailed in this Agreement and the Department is not entitled to any portion of revenues collected from those operations. The Department may choose to be paid in rental vouchers in lieu of cash payment. During the term of this Agreement the percentage of the gross annual revenues paid to the Department by check or in the form of rental vouchers as follows:

Term: 10%

11. **Independent Contractors:** Concessionaire is an independent contractor and shall not be considered an employee, officer, or agent of the Department. Concessionaire shall hire and employ such persons as Concessionaire deems necessary to provide adequate concession services and shall retain the right to exercise full control and supervision of all such persons assisting Concessionaire in the performance of services hereunder. Concessionaire shall be solely responsible for all matters relating to payment of its employees including workers' compensation, social security and income withholding, and all other regulations governing such matters.
12. **Assignment:** Concessionaire shall not sub-contract or otherwise assign, delegate, or transfer the rights, duties, and services to be performed under this Agreement, or any part hereof, without the prior written consent of the Department.
13. **Seller's Permit:** The Concessionaire shall obtain and hold a seller's permit if necessary and comply with all sales tax requirements under current Wisconsin law.
14. **Termination:** Either party shall have the right to terminate this Agreement upon 30 days prior written notice provided to the other party. Upon termination of this Agreement for any reason, the Concessionaire shall promptly remove all of Concessionaire's personal property and leave the premises in a clean and orderly condition. Any property or improvements remaining at the end of the 30-day termination period shall be considered abandoned property and shall be disposed of by the Department as it sees fit. Upon termination, Concessionaire shall be required to pay any and all amounts then due and owing to the Department under the terms of this Agreement. If Concessionaire enacts right to terminate this Agreement before the end term date of this Agreement, then the Concessionaire agrees refund any startup payments made by the Watertown Leadership Group/City of Watertown or relinquish any claim to ownership of equipment, materials, etc. paid for with said payments.
15. **Insurance:** Concessionaire agrees to obtain and maintain, at Concessionaire's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from the operation or performance of Concessionaire's activities pursuant to this Agreement with single limit coverage applying to bodily and personal injury liability and property damage of not less than \$1,000,000 per occurrence. This policy shall contain an endorsement listing the Department, its officers, employees, agents, and representatives as additional insured, shall be submitted to the Department upon execution of this Agreement. Concessionaire shall also obtain worker's compensation insurance, or a waiver of such insurance, in accordance with Wisconsin law. Concessionaire shall maintain any casualty or other insurance deemed desirable by Concessionaire to protect Concessionaire's personnel, property and equipment placed or utilized at the Park.
16. **Indemnity:** Concessionaire agrees to indemnify, hold harmless and defend the Department, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, however caused, arising out of, or resulting from the operations, acts or omissions of the Concessionaire, its employees, officers and agents, in performance of Concessionaire's services and obligations under this Agreement.

17. **Included in this Agreement:** In this Agreement, the Concessionaire includes *its* respective employees, officers, members, directors, agents, servants, contractors, representatives, partners, assignees, and successors. If the Concessionaire ceases to exist in fact or by law, the Department may immediately terminate this Agreement and, without waiving any remedy available to it, perform the duties under this Agreement.

18. **Other Agreements Superseded:** This Agreement shall constitute the entire Agreement and previous Agreement communications or Agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement. The Concessionaire shall notify its insurance company and its surety, if any, of any amendment.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed as of the day and year first above written.

Department – City of Watertown – Parks and Recreation Department

By: _____

Its: _____

Concessionaire – The Surf Shack LLC

By: _____

Its: _____

Exhibit A



Image 1: Map showing Riverside Park and approximate location of rental station.

ROOM RENTAL APPLICATION

Choose One: ___ Single Event ___ Multiple Event

Name of Organization: _____ Event Type: _____

Contact Person: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Number of People: _____

Date of Reservation: _____ Time: _____ to _____

Signature: _____ Today's Date: _____

<input type="checkbox"/> Park & Rec Dept/Senior Center Groups (Class 1)		Free	
<input type="checkbox"/> Administrative Fee (must get approval) (Class 3)		\$50.00 annual fee	
<input type="checkbox"/> Facility Use Agreement			
<input type="checkbox"/> Security Deposit (required with room rental) (Classes 4-7)		Resident	Non-Resident
		\$200	\$300
Room/Occupancy	Description	*Resident/Hour	*Non-Resident/Hour
Upper Level			
Conley Hall (192)	12-8' tables, 8 round tables, 100 chairs	\$40.00	\$60.00
Conley Hall & Kitchen	Stove, Refrigerator (no other items)	\$50.00	\$75.00
Brandenstein (24)	6 round tables, 24 chairs (no food allowed)	\$20.00	\$30.00
Wisconsin (21)	6 square tables, 1 conference table, 21 chairs (no food allowed)	\$20.00	\$30.00
Lower Level			
Terrace (150)	3-8' tables, 32 chairs, refrigerator, microwave	\$30.00	\$45.00
Watertown (24)	6 square tables, 24 chairs (no food allowed)	\$20.00	\$30.00

<p>General Purpose of Organization (Classes 3-7):</p> <p>___ Civic Improvement ___ Recreation ___ Educational ___ Religious ___ Fundraising ___ Service Club ___ Hobby Club ___ Social Club ___ Private Gathering ___ Theater/Arts/Music ___ Business Meeting</p>	<p>Equipment/Additional Fees:</p> <p>___ Projection Screen (\$5.00) ___ Dry Erase Board (\$5.00) ___ Easel (\$5.00) ___ Portable Podium & Microphone (\$10.00) ___ TV/VCR/DVD (\$15.00) ___ Amplified Music (\$30.00) ___ Alcohol Fee (\$50.00-100.00)</p>
---	---

OFFICE USE ONLY:

***TAX INCLUDED FOR ROOM RENTAL & EQUIPMENT FEES**

Security Deposit:	\$ _____
Room Rental Total:	\$ _____
Equipment/Fees:	\$ _____
Grand Total:	\$ _____

Paid by: ___ Cash ___ Check # _____ ___ Credit Card (attach receipt)
Office Initials: _____ Date Paid: _____
Date Security Deposit Returned: _____

Activities of city recreation must take priority for use of the facility. In an effort to obtain maximum use for this facility, we schedule city recreation activities earlier than city recreation. However, as the demand for city recreation activities increases, the need to cancel groups may be necessary. Should it become necessary to cancel, the contact person will be notified not less than two weeks in advance, so that other arrangements can be made.

The center is owned and operated by the City of Watertown. All activities must comply with the City Policies and Ordinances to protect the rights of citizens and the City of Watertown from legal action.

ROOM USE RULES

1. **Hours of Rental** – Rentals may be requested from 8:00 am to 10:00 pm. Set up and cleanup of event must be part of the rental hours. Rental outside of normal hours needs approval from the Director of Parks and Recreation. Set-up and take-down times must be included in rental hours. Use beyond stated rental time will result in additional fees.
2. **Entrance Doors** – Front doors will automatically be unlocked 15 minutes prior to your event and automatically lock 15 minutes after your scheduled event.
3. **Attendance Form** – An attendance form is placed in the room of your event and should be filled out and placed on the front reception desk or drop box outside the building entrance doors.
4. **Cleaning/Reset Room** – Groups may rearrange tables and chairs as long as they are returned to their original position. All renters must clean up after their event. A cleaning sheet is attached to the attendance form. A cleaning cart is available in or near the room of rental. Trash must be deposited in the trash bins on the North side of the building. Excessive trash will result in loss of the security deposit. Custodian is not available on the weekend. Additional fees may be imposed and future use restricted for any excessive cleaning beyond the normal cleaning timeframe. An additional fee for excessive cleaning and property damage will be billed to the renter at a rate of \$100/hour with a 2-hour minimum charge.
5. **Special Services/Equipment** - Each room is equipped with a designated amount of equipment and a basic equipment setup pattern. Certain equipment may be rented as described in the Room Rental Application. The City of Watertown will not incur additional expense for any supervision, security, utilities, snow/ice removal, clean up, etc. It will be the responsibility of each group, organization, or individual to pay for any additional costs involved in the use of the facility or parts thereof.
6. **Security of Building** – The renter is responsible for the security of the building and should ask any unauthorized people to leave or contact the Police Department at 920-261-6660. The renter (person to whom the Room Rental Application is issued) must remain on the premises until the rental end time.
7. **Room Assignment** – Participants of your event must stay in the assigned room to not disturb other renters in the building.
8. **Decorations** – Decorations may be hung using painter’s tape. Taping, hanging, or tacking to walls, ceilings, or equipment is prohibited. Use of glitter or confetti is prohibited.
9. **Kitchen** – Authorized kitchen users must clean sinks, stoves, oven, tables, counters, and floors. The dishwasher is not available for use. No utensils, plates, cups, napkins, towels, dish soap, etc. are supplied by the Center.
10. **Alcohol** – Alcohol is permitted if the renter is qualified and agrees to the terms of the Senior & Community Center Alcohol Policy. This policy is an addendum to the Room Rental Application.
11. **Prohibited Items** – Smoking, drugs, and glass are prohibited in the building. Only service animals and police canines are allowed inside the building.
12. **Prohibited Use** - Renters or groups may not use the center for their mailing address, return address, or letterhead. The facilities are not to be used for personal gain. Profit-oriented use of the city recreational facilities is prohibited. Solicitation of any kind is prohibited.
13. **Storage** - Renters or groups may not store items, equipment, paperwork, etc. on the premises unless a Facility Use Agreement is signed. The Center is not responsible for lost or stolen items. Take all belongings with you.
14. **Excessive Noise** – Noise (loud talking, music, etc.) must be kept to a minimum to not disturb other renters in the building. Amplified music (band, DJ, sound system, etc.) must pay a \$30.00 permit fee.
15. **Cancellations/Refunds** - Cancellations must be made at least 14 days prior to the reservation date to receive a full refund. No refunds will be granted less than 14 days prior to the reservation date or for special services which have been provided (i.e., extra table delivery, etc.) No refunds are given for unused reserved time. Any group who has scheduled room use and does not arrive (“no show”), without 24 hours advance notice to the Department, will forfeit the security deposit due to lack of supervision and security in the building.
16. **Non-Emergency** – If you have a non-emergency issue, please call the Police Department’s non-emergency number at 920-261-6660.
17. **Failure to comply with the above rules will result in forfeiture of the security deposit and additional fees may be imposed. Room use privileges may be revoked for future rentals. The Parks, Recreation, and Forestry Commission reserves the right to revoke any application or agreement for any reason at any time.**

LIABILITY:

To the fullest extent permitted by law, any individual or organization using the Senior & Community Center, shall defend, indemnify and hold harmless the City of Watertown, its agents, representative, officers, directors, officials and employees from and against all allegations, demands, proceeds, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising to, arising from or out of, the use of the Senior & Community Center.

POLICIES GOVERNING USE OF THE SENIOR & COMMUNITY CENTER

PURPOSE

The Watertown Senior & Community Center is a public facility which is designated to help meet the recreational, social, and cultural needs of the community. As much as possible, this facility will be made available for city recreational programming and meetings of community groups and organizations. Revenue generated by facility rentals is used to offset operational expenses.

The center is designated for senior citizen activities and services as well as community programs. Senior programming has priority Monday through Friday, from 8 a.m. to 4 p.m. However, occasional use of the center for senior programming may take place after hours and weekends. Use of the facilities by groups other than the seniors during this time period will be based on availability.

Activities of city recreation must take priority for use of the facility. In an effort to obtain maximum use for this facility, we schedule groups other than city recreation. However, as the demand for city recreation activities increases, the need to cancel groups may be necessary. Should it become necessary to cancel, the contact person will be notified not less than two weeks in advance, so that other arrangements can be made.

The center is owned and operated by the City of Watertown. All activities must comply with the City Policies and Ordinances to protect the rights of citizens and the City of Watertown from legal action.

CLASSIFICATIONS

Preference in scheduling will be given to classes 1 and 2, subject to the approval of the Director of Parks and Recreation. Cancellation of activities of a lesser classification may be necessary to accommodate the functions of a higher class.

- Class
1. Programs of the Parks and Recreation Department.
 2. Functions of municipal government (e.g. elections).
 3. Community groups or organizations which have purposes related to civic or public improvement. Groups are approved for a specific use (i.e. monthly meetings). Any other use may be subject to fees: party, dances, dinners, fund raisers, storage, etc.
 4. Agencies offering instructional and recreational programs which charge fees.
 5. Exhibitions attended by the public.
 6. Religious services and gatherings.
 7. Private parties or gatherings.

ROOM RENTAL FEES

All fees are based on a per-hour use, including set-up & clean up, and are updated annually according to the Room Rental Application. Taxes are included in fees. Fees and security deposit must be paid at the time of reservation. Any proposal for reclassification or waiving of fees must be presented to, and approved by, the Parks, Recreation, and Forestry Commission.

- CLASSES 1 and 2 are exempt from all rental fees and security deposits.
- CLASS 3 must pay an annual fee of \$50 for administrative and custodial costs as well as a security deposit. Certain Class 3 renters may be required to sign a Facility Use Agreement and will be subject to additional rental fees.
- CLASSES 4-7 are subject to regular, per-hour fees and security deposits according to the Room Rental Application.

SECURITY DEPOSIT

Security deposits for city residents and non-city residents is required by groups except for classes 1 and 2 for the purpose of cleaning and damages, Non-city residents will pay a 50% higher security deposit in accordance with the Department Fees and Charges Policy and Room Rental Application. If damages exceed the deposit amount, the renter will be billed for the additional costs with payment due within 30 days from invoice date.

ROOM RENTAL APPLICATIONS/FACILITY USE AGREEMENTS

Room Rental Applications are available at the Senior & Community Center office or online. Groups falling into CLASSES 3 - 7 are required to complete the Room Rental Application.

1. Application by groups for permission to use a room on a regularly scheduled basis should be submitted by November 1 for the upcoming year.
2. Groups and organizations wanting to use a room on random occasions should submit an application as soon as possible.
3. Applications will be issued to adults only. There must be at least one adult for every 10 minors.
4. Rent and security deposit must accompany the application.
5. The Parks, Recreation, and Forestry Commission reserves the right to limit the number of rentals or reservations for which each person, group or organization may request/apply each year.
6. **A Facility Use Agreement will be required for any organization or group in class 3 which requires long-term or extensive use of the facility or storage of items or equipment.**

ROOM USE RULES

1. **Hours of Rental** – Rentals may be requested from 8:00 am to 10:00 pm. Set up and cleanup of event must be part of the rental hours. Rental outside of normal hours needs approval from the Director of Parks and Recreation. Set-up and take-down times must be included in rental hours. Use beyond stated rental time will result in additional fees.
2. **Entrance Doors** – Front doors will automatically be unlocked 15 minutes prior to your event and automatically lock 15 minutes after your scheduled event.
3. **Attendance Form** – An attendance form is placed in the room of your event and should be filled out and placed on the front reception desk or drop box outside the building entrance doors.
4. **Cleaning/Reset Room** – Groups may rearrange tables and chairs as long as they are returned to their original position. All renters must clean up after their event. A cleaning sheet is attached to the attendance form. A cleaning cart is available in or near the room of rental. Trash must be deposited in the trash bins on the North side of the building. Excessive trash will result in loss of the security deposit. Custodian is not available on the weekend. Additional fees may be imposed and future use restricted for any excessive cleaning beyond the normal cleaning timeframe. An additional fee for excessive cleaning and property damage will be billed to the renter at a rate of \$100/hour with a 2-hour minimum charge.
5. **Special Services/Equipment** - Each room is equipped with a designated amount of equipment and a basic equipment setup pattern. Certain equipment may be rented as described in the Room Rental Application. The City of Watertown will not incur additional expense for any supervision, security, utilities, snow/ice removal, clean up, etc. It will be the responsibility of each group, organization, or individual to pay for any additional costs involved in the use of the facility or parts thereof.
6. **Security of Building** – The renter is responsible for the security of the building and should ask any unauthorized people to leave or contact the Police Department at 920-261-6660. The renter (person to whom the Room Rental Application is issued) must remain on the premises until the rental end time.
7. **Room Assignment** – Participants of your event must stay in the assigned room to not disturb other renters in the building.
8. **Decorations** – Decorations may be hung using painter's tape. Taping, hanging, or tacking to walls, ceilings, or equipment is prohibited. Use of glitter or confetti is prohibited.
9. **Kitchen** – Authorized kitchen users must clean sinks, stoves, oven, tables, counters, and floors. The dishwasher is not available for use. No utensils, plates, cups, napkins, towels, dish soap, etc. are supplied by the Center.
10. **Alcohol** – Alcohol is permitted if the renter is qualified and agrees to the terms of the Senior & Community Center Alcohol Policy. This policy is an addendum to the Room Rental Application.
11. **Prohibited Items** – Smoking, drugs, and glass are prohibited in the building. Only service animals and police canines are allowed inside the building.

- 12. **Prohibited Use** - Renters or groups may not use the center for their mailing address, return address, or letterhead. The facilities are not to be used for personal gain. Profit-oriented use of the city recreational facilities is prohibited. Solicitation of any kind is prohibited.
- 13. **Storage** - Renters or groups may not store items, equipment, paperwork, etc. on the premises unless a Facility Use Agreement is signed. The Center is not responsible for lost or stolen items. Take all belongings with you.
- 14. **Excessive Noise** – Noise (loud talking, music, etc.) must be kept to a minimum to not disturb other renters in the building. Amplified music (band, DJ, sound system, etc.) must pay a \$30.00 permit fee.
- 15. **Cancellations/Refunds** - Cancellations must be made at least 14 days prior to the reservation date to receive a full refund. No refunds will be granted less than 14 days prior to the reservation date or for special services which have been provided (i.e., extra table delivery, etc.) No refunds are given for unused reserved time. Any group who has scheduled room use and does not arrive (“no show”), without 24 hours advance notice to the Department, will forfeit the security deposit due to lack of supervision and security in the building.
- 16. **Non-Emergency** – If you have a non-emergency issue, please call the Police Department’s non-emergency number at 920-261-6660.
- 17. **Failure to comply with the above rules will result in forfeiture of the security deposit and additional fees may be imposed. Room use privileges may be revoked for future rentals. The Parks, Recreation, and Forestry Commission reserves the right to revoke any application or agreement for any reason at any time.**

LIABILITY:

To the fullest extent permitted by law, any individual or organization using the Senior & Community Center, shall defend, indemnify and hold harmless the City of Watertown, its agents, representative, officers, directors, officials and employees from and against all allegations, demands, proceeds, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising to, arising from or out of, the use of the Senior & Community Center.

SENIOR & COMMUNITY CENTER POLICIES

The Senior Center Advisory Board is additionally organized and governed by the Senior Center Advisory Board By-Laws. The By-Laws also set Senior Center membership eligibility. Membership and other fees are set by the Parks, Recreation, and Forestry Commission through the Fees & Charges Policy.

RULES OF CONDUCT

Watertown Senior & Community Center rules of conduct are for the benefit of Center participants and staff. The Center welcomes everyone to enjoy these facilities. It is the policy of the center to provide an environment that is safe, pleasant, and comfortable for all participants. Because the Center is owned and operated by the City of Watertown, behavioral activity must be regulated to protect the rights of citizen users and protect the City of Watertown from legal action.

The Senior & Community Center will not tolerate aggressive and abusive behavior, including:

1. Physical threats of harm or assault.
2. Verbal harassment or threat of harm.
3. Abusive or foul language.
4. Sexual harassment and inappropriate sexual behavior.
5. Failure to respond to staff instructions.

Additionally:

1. Participants will not promote racism, ageism, or any other type of discrimination against others.
2. Participants will display good sportsmanship.
3. Participants will settle personal discrepancies among themselves, unless threats of harm to self or others are made. In this case, staff will determine if the police should be called.
4. Participants will act in a nonaggressive and nondisruptive manner, be honest, trustworthy, courteous, and will have patience and understanding for other participants living with aging challenges.
5. Participants must maintain acceptable habits of personal hygiene and cleanliness.
6. Participants must be able to toilet themselves, feed themselves, and be oriented to their current surroundings, unless a caregiver is present (see caregiver policy).
7. Participants will be held responsible for any damage or loss resulting from the negligence of users.
8. Participants will avoid unnecessary noise which might disturb other groups using the facility.
9. Gambling is prohibited.
10. Smoking, illegal drugs, and weapons are prohibited.
11. Individuals under the influence of intoxicating beverages are not permitted.
12. Any activities involving children shall have adult supervision.
13. Only service animals and police canines are allowed inside the building.
14. Any crime, misdemeanor, or violation of City Ordinance is prohibited.

WEATHER CANCELLATIONS

The Senior & Community Center will cancel all scheduled activities and programs for days and/or time periods the Watertown Unified School District closes school. The building will remain open regular business hours as a designated warming shelter. Office staff may or may not be available for in-person services. Program leaders may also use discretion when cancelling activities and programs, with approval from the Director of the Parks, Recreation, and Forestry Department.

VOLUNTEERS

All potential volunteers are required to submit a volunteer application. All volunteers over the age of 18 must pass a background check before they begin volunteering.

GUEST & CAREGIVER POLICY

“Guest” is defined as anyone age 50 or older and is not a current member of the center and who wishes to participate in any senior program or activity (e.g. bingo, sheepshead, euchre). “Guests” can participate in any senior program or activity the first time at no charge. Guests who participate in any future senior program or activity will then be charged a \$1.00 activity fee or asked to join the center at the current membership rate.

“Caregiver” is defined as anyone who assists a member, or someone eligible to be a member, with participation in a senior program or activity. “Caregivers” can assist a member, or someone eligible to be a member, with participation in any senior program or activity at no charge. The “Caregivers” role is strictly to assist the member, not to participate as an individual. “Caregivers” cannot participate in any senior program or activity on their own merit. Example: “Caregivers” can help members play their bingo cards and assist with marking cards. “Caregivers” can help members play their cards during other card games such as sheepshead or euchre.

GUIDELINES FOR PROGRAM LEADERS

1. The Director will make determinations regarding the ability of all program and activity leaders to lead and can appoint or remove a leader from their role.
2. Each program leader must follow, and has the ability to enforce, the above Senior & Community Center Rules of Conduct and ask participants to leave the program if not in compliance.
3. Each program leader must make unbiased decisions and determine fairness.
4. Each program leader must determine standards of game play for each game type and must follow the same standards if multiple leaders oversee the same game type.

Individuals who fail to comply with these rules will be told to leave the building or the police will be summoned. If recurrence, further discipline shall result.

Discipline shall proceed from one level to the next higher level.

1. Verbal warning
2. Written warning
3. Suspension from the Center facilities for 30 days
4. Membership revoked and will not be renewed

To dispute a decision, you may attend a Watertown Park & Recreation Commission meeting to state your case. At least one week advance notification is required.

Park & Recreation Commission approved 6/4/2001

ALCOHOL POLICY

GENERAL RULES

1. Renter pays an additional fee of \$50 for each event when alcohol is served. The fee is \$100 for attendance of 100 people or more.
2. Renter must institute controls that prevent underage alcohol consumption and intoxicated patrons.
3. Food and non-alcoholic beverages must be available when alcohol is served.
4. Renter must agree to remove and deny entrance to intoxicated patrons. Staff may direct the Renter to remove intoxicated patrons and has the authority to take appropriate measures to ensure the safety of participants and the protection of the facility, including police assistance.
5. Consumption and service of alcoholic beverages must remain within the designated event rental space. Alcohol cannot be taken outdoors. Glass bottles are not allowed with the exception of seated meals.
6. Marketing practices that encourage alcohol consumption, like oversized drinks, contests, or volume discounts, are not permitted.
7. Watertown Senior & Community Center (WSCC) reserves the right to limit or deny the use of alcohol at any event, private or public.
8. For publicly advertised events, renter must provide a written plan which addresses crowd control and security measures and the prevention of underage drinking/intoxicated patrons.

ASSUMPTION OF RESPONSIBILITY

By my signature, I agree that I have read and understand all of the terms and conditions in the Watertown Senior & Community Center Alcohol Policy. I understand the Alcohol Policy is in addition to the terms stated in the Room Rental Application. I agree to comply with, and enforce, all the rules in this Policy. I understand that failure to comply with the Alcohol Policy may result in immediate cancellation of my event, forfeiture of security deposit, rent paid and additional fees/penalties, including those from police intervention. I assume all liability related to the service and/or sale of alcoholic beverages. To the fullest extent permitted by law, any individual or organization using the Senior & Community Center, shall defend, indemnify and hold harmless the City of Watertown, its agents, representative, officers, directors, officials and employees from and against all allegations, demands, proceeds, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising to, arising from or out of, the use of the Senior & Community Center.

Renter (print name)

Signature

Date

Person signing alcohol policy must be at least 21 years of age.
Proof of age in form of photo ID may be required.

	Public and/or Large Events	Special Organizations	Small, Invitation-Only Events
Details	<p>Renter must use a catering service. The type and quantity of alcohol served by the catering service depends upon their license. Discuss details of your desired menu with the caterer. A catering service with only a Food and Drink license cannot sell alcohol. The following licensed catering services can serve alcohol:</p> <ul style="list-style-type: none"> • A Class A licensed caterer has no limit to the quantity or type of alcohol purchased. • A Class B licensed caterer has a limit to the quantity of liquor purchased, but no limit on wine and beer. 	<p>Retail Class "B" fermented malt beverage license:</p> <ul style="list-style-type: none"> • Six-month license. A license may be issued at any time for six months in any calendar year, for which 1/2 of the applicable license fee shall be paid, but such license shall not be renewable during the calendar year in which it was issued. • Picnic license: a per-day fee to bona fide clubs or lodges pursuant to § 125.26, Wis. Stats. If the licensed premises is on City-owned property, this license shall be limited to the sale or dispensing of fermented malt beverages in open paper or plastic cups or like containers only. <p>Application questions, including eligibility and insurance requirements should be directed to the City Clerk's Office, City Hall, 106 Jones St.</p>	<p>Upon approval by WSCC and the City Attorney, a renter with an invitation-only small event (typically less than 100 people), may choose to purchase wine and/or beer for consumption at their event.</p> <p>Alcohol must be provided at no charge to invited guests. Any form of money exchanged for alcohol (coupons, tickets, etc.) is not allowed.</p>
Cash Bars	Cash bars are NOT allowed.	Cash bars are allowed.	Cash bars are NOT allowed.
Requirements	<p>Required documentation must be submitted to the WSCC three weeks prior to event or the rental contract will be cancelled.</p> <ul style="list-style-type: none"> • Copy of the catering service's license. • Copy of the renter's agreement with the catering service. • Copy of the catering service's Certificate of Liability Insurance listing the City of Watertown as an additional insured with a \$1,000,000 general liability limit. • Evidence showing the catering service's \$1,000,000 liquor liability. 	<ul style="list-style-type: none"> • Copy of Certificate of Liability Insurance listing the City of Watertown as an additional insured with a \$1,000,000 liability limit. • Evidence showing a \$1,000,000 liquor liability. • Copy of Temporary Class B license. 	<ul style="list-style-type: none"> • Alcohol is limited to wine and/or beer only. • A written plan detailing proposed wine and/or beer quantity to be served and expected guest attendance. This plan must be approved by the City Attorney prior to the event. • Hiring a licensed bartender may be required.

Hi Ashlee & Stephanie-

The City of Watertown's Engineering Division and Stormwater Utility support the UW-Whitewater Creative Marketing Unlimited (CMU) students participation in the Watertown Evening Farmer's Market to share stormwater education information with the public. The CMU students, through the Rock River Stormwater Group, assist the City in the WDNR Municipal Separate Storm Sewer System (MS4) Permit compliance, by leading many interactive and engaging stormwater education efforts with residents, property owners and other members of the public.

The CMU students track and quantify conversations and other engagements with the public for the City, which is then included in annual reporting the WDNR.

We appreciate the assistance of the CMU students and the Parks Department in facilitating this outreach event!

Thank you!

-McB

Maureen McBroom

Stormwater Project Manager

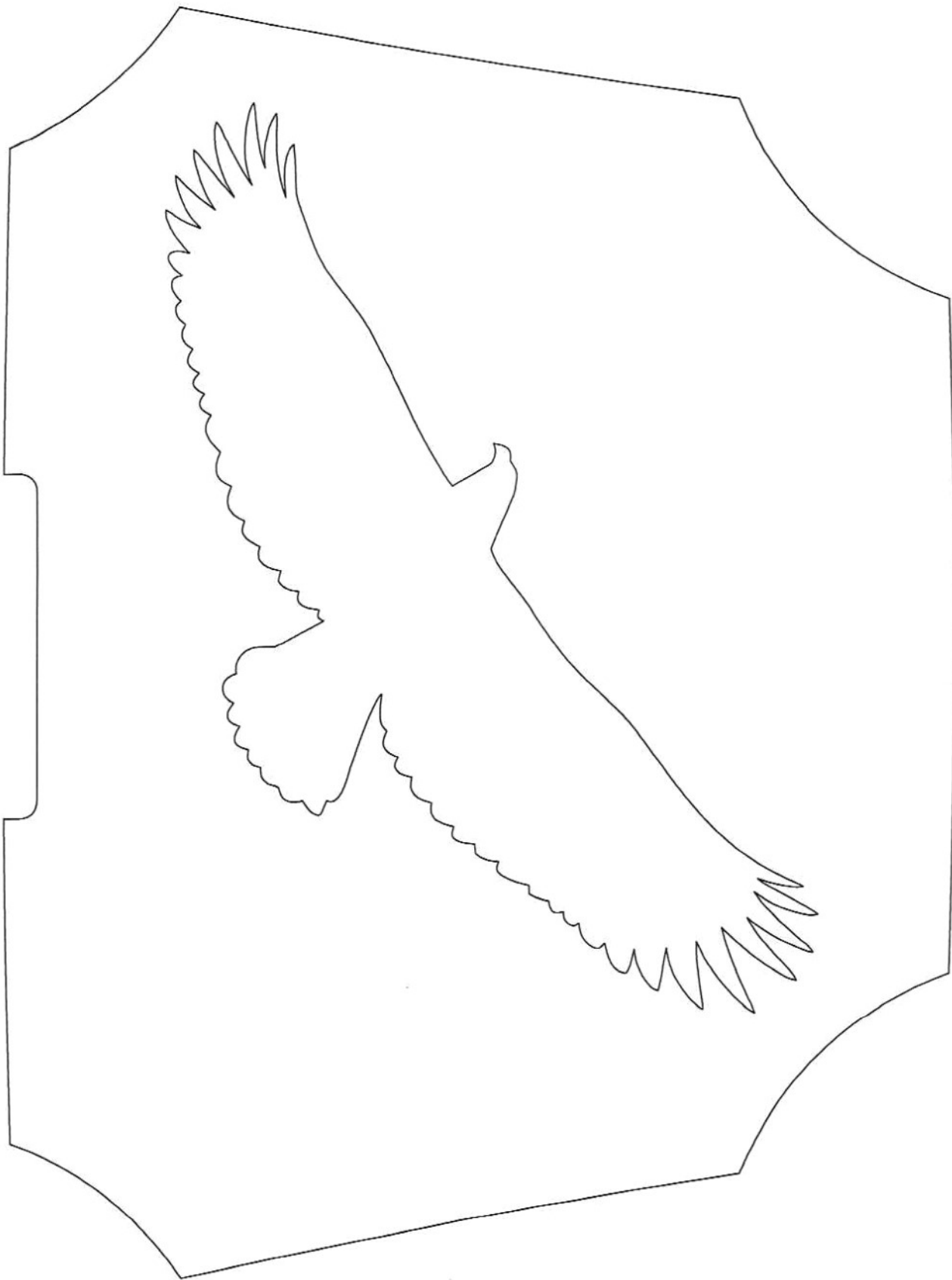
City of Watertown

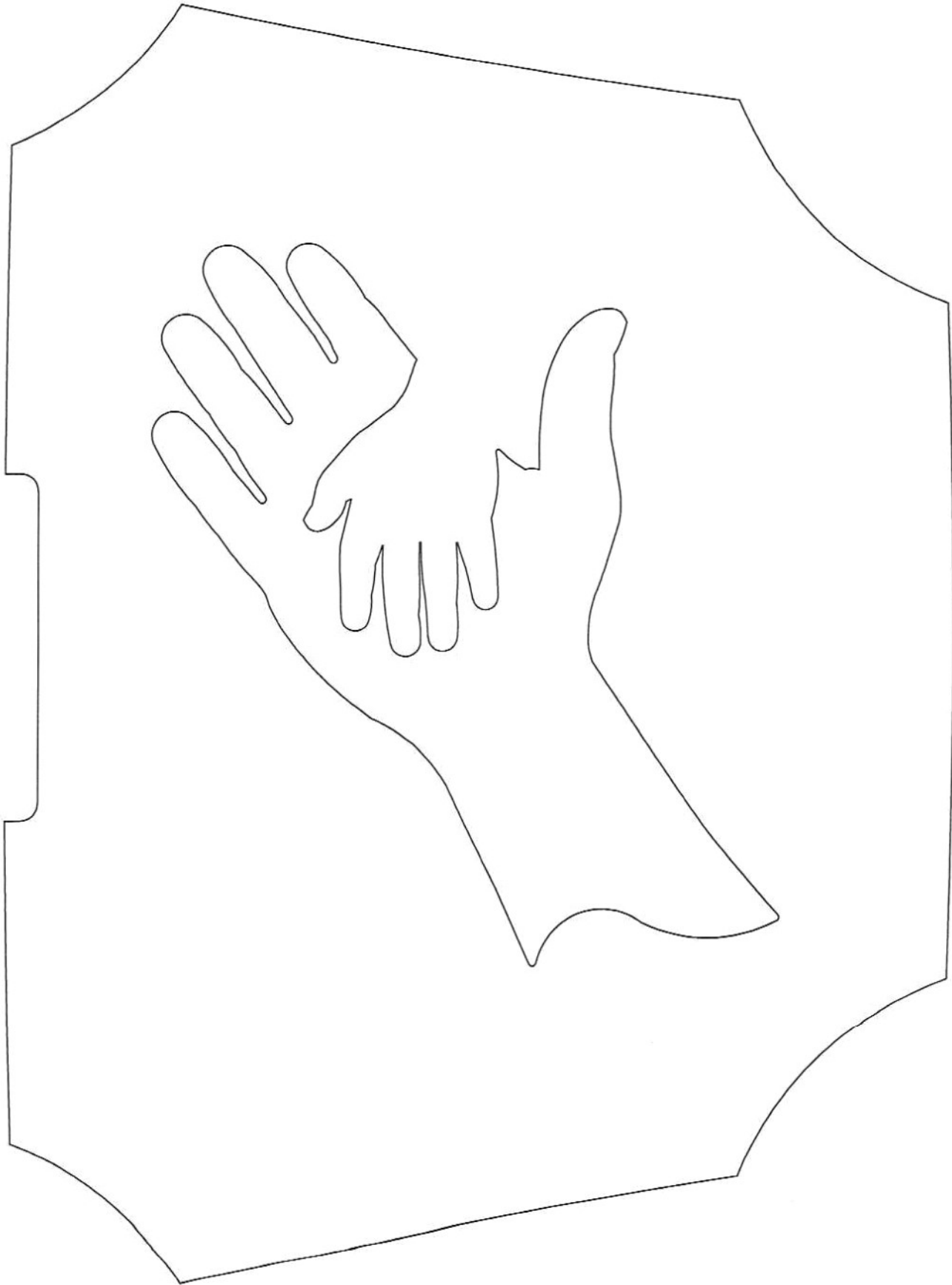
106 Jones Street

Watertown, WI 53094

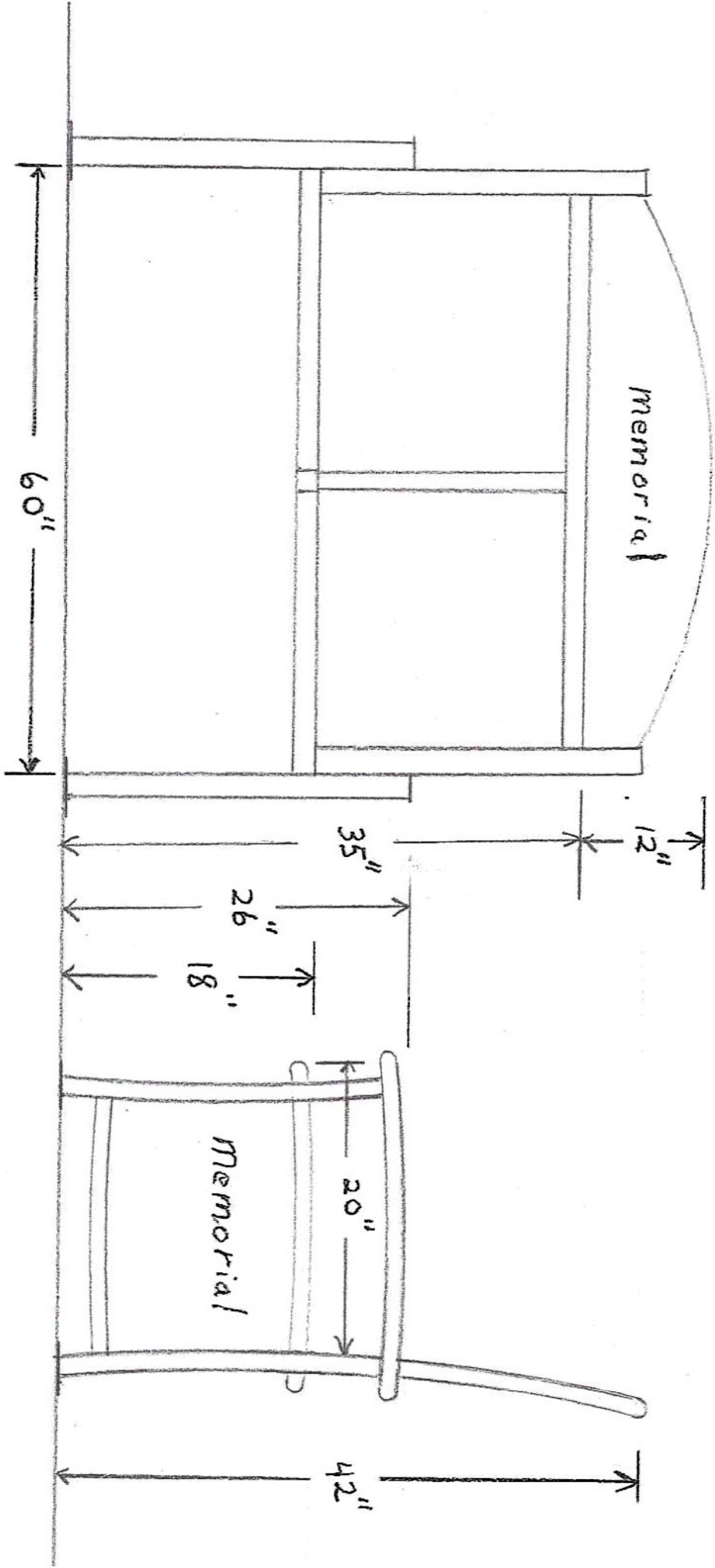
Office: (920) 206-4264







- Frame is 1/8 x 1 1/2 x 1 1/2 Steel Tubing Painted
- Seat and back to be Mahogany Wood Lattes Stained and Sealed
- Lazer Antwork in Areas Marked Memorial
- Pads for Anchoring to slab



RENTAL AGREEMENT

This Rental Agreement made this _____ day of April 2024 by and between the CITY OF WATERTOWN SENIOR AND COMMUNITY CENTER, hereinafter referred to as “Landlord”, and the AGING AND DISABILITY RESOURCE CENTER OF JEFFERSON COUNTY, hereinafter referred to as “Tenant” and collectively referred to herein as the “Parties”.

In consideration of, the Landlord renting certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

PROPERTY

The Landlord agrees to rent to the Tenant the following described premises located at 514 South First Street, Watertown, Wisconsin. Hereinafter known as the “Premises”.

1. Map attached.
2. The nonexclusive use of the kitchen, dining area, restrooms, entrances, and hallways necessary to access said areas of the premises for providing senior meals and other services.
3. The ADRC and persons attending the ADRC services shall be allowed the nonexclusive use of the front (south) parking lot associated with the facility during the times that meals and services are provided.

TERM

This agreement shall be for a three (3) year term commencing on May _____ 1____, 2024 and terminating on May _____ 1____, 2027.

Renewal this agreement shall automatically renew for a period of two (2) years unless either party provides notice to the other party at least ninety (90) days prior to the termination date.

This agreement may be terminated by either party early by providing written notice of intention to terminate the agreement at least ninety (90) days prior to the new termination date.

RENT

Subject to the provisions of this Agreement, the rent for the Premises shall be \$65.00 for each month the Premises are used. The Tenant will pay the rent monthly on the first day of each month and every month of the term of this Agreement to the Landlord at 514 South First Street, Watertown, WI 53094 or at such other place as the Landlord may later designate.

PROPERTY USE

The Landlord is renting the Premises to the Tenant and the Tenant is hereby agreeing to rent the Premises for the following use and purpose.

The use of the kitchen, dining area, restrooms, entrances and hallways necessary to access said areas of the SCC located at 514 South First Street, Watertown, WI 53094 (hereinafter referred to as the “Facility”) for providing senior meals and other services, typically, but not exclusively 5 days a week (Monday-Friday), excluding weekends and holidays— Kitchen use from 9:00 a.m. to 1:00 p.m, Dining only from 11:00am – 12:15pm. All diners must leave the dining area at 12:15 pm as the space is reserved for other programming to begin at that time.

The Landlord may use and occupy the premises so as to not interfere with the ADRC programming scheduled between 9:00 a.m. and 1:00 p.m. Monday - Friday unless notice of Landlord's need for the space is provided to ADRC at least one week in advance of a date that Landlord's use may interfere with ADRC programming.

ADRC staff will be notified as soon as feasible of emergency maintenance problems that will result in said facilities being unavailable.

Senior Center Programming will be available in dining hall at 12:15 daily.

Other than the days and times listed for the ADRC's use, the Landlord can authorize the use of its kitchen and dining facilities for other groups. This shall not include the use of any items or equipment solely for the use of the ADRC.

Senior Center programs will need use of the kitchen and dining area at different times throughout the year. Should ADRC staff need to stay on the Premises after 1:00 p.m., ADRC staff will not be permitted to remain in the Kitchen or dining area, but may stay in an alternate location designated by the Landlord.

Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

The Parties will comply with standards of health, sanitation, fire, and safety as required by law.

The ADRC will perform an annual sanitation inspection of the Facility and notify the Landlord, in writing, of any items that need to be corrected.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Landlord only.

OBLIGATIONS OF LANDLORD

The Landlord assumes all responsibility for furnishing and payment of the following:

1. All the various utilities provided to the facility including heat, air conditioning, gas, water, and sewer, which the ADRC agrees not to waste.
2. Adequate custodial services of restroom facilities, entrance, hallway, pest control, as well as maintaining the grounds, the exterior of the buildings, (including snow/ice removal), the interior of the building (except the cleaning specifically stated herein provided by the ADRC).
3. Adequate secure space for storage of equipment and supplies of the ADRC – ½ kitchen closet will be set aside for ADRC needs consisting of six (6) shelves and space for a cart. We will also provide six (6) cabinets under the island and one (1) on the east wall for ADRC use.

The Landlord owns the following equipment that they will share with others using the facility: two (2) oven, two (2) refrigerator (We designate one refrigerator for ADRC). Whereas these certain pieces of

equipment owned by the Landlord will be used by others renting the site, therefore, maintenance and repairs of these pieces of equipment may be the shared responsibility of the Landlord and the ADRC. The Landlord will pay 50% of the repair cost on equipment owned by the Landlord and the ADRC will pay 50% of the repair cost on the Landlord's equipment used by other renters.

The Landlord agrees that the following equipment and supplies owned by the ADRC are strictly for the ADRC's use and will NOT be used by any other person or entity using or renting the facility: Dishwasher, hot holders, designated drawer/cabinet contents, meal packer, printer.

**Equipment should not exceed space provided. Any equipment left out on counters or cannot be contained within the storage provided will not be the responsibility of the City of Watertown and could incur additional rental charges. **Any additional equipment to be stored at Facility must be approved by "Landlord." **Any affixed equipment will become the property of the City of Watertown should this agreement expire. Equipment failures on any equipment that is used exclusively for Senior Dining will be the sole responsibility of the ADRC to fix or replace.

If the facility is used or rented by another person or agency and is not left in the exact condition in which it was rented, when the ADRC staff arrives on agreed upon days of the week the facility is leased, and they have to clean the premises in order to prepare and serve meals, the Landlord agrees that persons or entities using the facility and leaving it in unkept condition (or the Landlord if the other persons fail to do so) will make immediate settlement to the ADRC for any such cleaning, loss, breakage, etc. and vice versa.

OBLIGATIONS OF TENANT

The Tenant shall be primarily responsible for all minor repairs and maintenance of the Premises, particularly those items which need immediate attention and which the Tenant, or their employees, can do and perform on their own, and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous waste and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

The Tenant shall, during the term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

The ADRC assumes all responsibility for furnishing and payment of the following:

1. All food, beverage, and supplies necessary to carry out their programs.
2. A paid Site Manager to be at the site for the above-named times and days of service.
3. For each day the ADRC is providing senior nutrition and activity programming, clean up the kitchen and dining area after using the facility, including but not limited to clean countertops, tables, surfaces, and appliances, remove garbage to dumpster, and clean the kitchen and dining room floors daily. These areas will be left in a neat, clean, and sanitary condition in substantially as clean of condition as the facility was in immediately prior to the ADRC's use.
4. The monthly telephone service for the ADRC Programs.

The ADRC owns the following equipment that they will share with users of the facility: microwaves. Whereas these certain pieces of equipment owned by the ADRC will be used by others renting the site, therefore, maintenance and repairs of these pieces of equipment may be the shared responsibility of the ADRC and the Landlord. The ADRC will pay 80% of the repair cost on equipment owned by the tenant and the Landlord will pay 20% of the repair cost on the ADRC's equipment used by other renters.

The ADRC agrees that the following equipment and supplies owned by the Landlord are strictly for the Landlord's use and will NOT be used by any other person or entity using or renting the facility: Coffee urns, designated drawer/cabinet contents.

The ADRC will promptly report to the Landlord in writing any equipment, supplies or contents which are broken or missing so that the Landlord may take appropriate action within a reasonable period of time thereafter.

INSURANCE

In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share or any such increase.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Liability and Insurance: The Tenant and the Landlord shall each obtain and maintain adequate commercial general liability insurance as well as property insurance covering their equipment/personal property. Landlord shall maintain adequate property damage and liability coverage for the Facility.

SUBLET/ASSIGNMENT

The Tenant may not transfer or assign this Agreement, or any right or interest hereunder or sublet said rented Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

This agreement may not be assigned in whole or in part to another without the prior written consent of the other party.

CONDITION OF PREMISES/INSPECTION BY TENANT

The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Premises and is renting and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

RIGHT OF ENTRY

It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required

of the Landlord under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

INDEMNIFICATION

The Tenant hereby covenants and agrees to indemnify, defend, and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant’s use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant’s use and occupancy or care, custody and control of the Premises.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin.

NOTICES

Payments and notices shall be addressed to the following:

Landlord

City of Watertown Senior and Community Center
Attention: Kristine Butteris, Director
514 South First Street
Watertown, WI 53094
(920) 262-8080
Email: kbutteris@watertownwi.gov

Tenant

Aging and Disability Resource Center of Jefferson County

AMENDMENT

This agreement sets forth the entire understanding and agreement between the parties relating to the subject of this agreement and may be amended only by a written document executed by both Parties.

BINDING EFFECT

This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenant and/or their respective successors, heirs, assigns, executors, and administrators.

ATTORNEY FEE

In the event any legal action has to be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney’s fee in addition to all costs of said action.

MISCELLANEOUS TERMS

The Tenant will obey all rules and regulations of the Landlord regarding the Premises. A copy of the Rules and Regulations are attached hereto and incorporated by reference as Exhibit B.

EMERGENCY PREPAREDNESS

Fire Safety, and evacuation procedures.

1. The Landlord agrees to post fire evacuation routes and have properly functioning smoke and carbon monoxide detectors in place.
2. The Landlord agrees to post “Shelter here” signage in the event of high winds.

3. The ADRC agrees to review fire evacuation and shelter procedures with staff and participants at least annually.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written. Each of the undersigned signatories hereby represents and warrants that he or she has the authority to bind the entity on whose behalf he or she is entering into this lease.

CITY OF WATERTOWN

AGING AND DISABILITY RESOURCE CENTER OF
JEFFERSON COUNTY

By: _____

By: _____

WITNESS:

