



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

**PARKS AND RECREATION ADVISORY BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, DECEMBER 10, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTvnZlZz09>

Meeting ID:

Passcode:

Dial by Location

+1 312 626 6799

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

1. Call meeting to order

2. Roll call

3. Approval of Minutes

- a. Review and possible action relating to the minutes of the September 10th, 2025, Parks and Recreation Advisory Board meeting (Dayton, Director of Parks and Recreation)

4. Unfinished Business

- a. Discussion related to Memorial Park Facility Improvement Subcommittee (Dayton, Director of Parks and Recreation)

5. New Business

- a. Review and possible action related to Fort Youth Baseball Facility Agreement and Concessions Stand Lease at Memorial Park (Dayton, Director of Parks and Recreation)
- b. Review and possible action related to Fort Atkinson Junior Blackhawk Baseball Facility Agreement at Memorial Park (Dayton, Director of Parks and Recreation)
- c. Review and possible action related to Fort Atkinson WisConservation Club, Paul

Weismann Memorial Archery Range Maintenance Agreement at Rock River Park
(Dayton, Director of Parks and Recreation)

6. Miscellaneous

- a. Director's Report (Dayton, Director of Parks and Recreation)

7. Next Meeting

8. Adjournment

Date Posted:

CC: Parks & Recreation Advisory Board Members; City Council; City Staff; City Attorney; News Media

Notice is hereby given that a majority of the Fort Atkinson City Council may be present at this meeting at the location and time indicated above to gather information about any subject matters on this agenda over which they have decision-making responsibility. This may constitute a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d. 553, 494 N.W.2d 408 (1993), and must be noticed as such although the City Council will not take any formal action at this meeting.

Visit us online! City news and information can be found at www.fortatkinsonwi.gov, and be sure to follow us on Facebook @FortAtkinsonWI.

[IGNORE_INDENT]



**PARKS AND RECREATION ADVISORY BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, SEPTEMBER 10, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Baird called the meeting to order at 4:03pm

2. Roll call

Present: Steve Mahoney, Robert Cassiday, Kyle Jaeckel, Simon Dorfman, Hillary Baird, and Ben Dayton

Also in attendance: Deb Rusch (Beautification Council) and John Ciccarelli

3. Election of the Chair of the Parks and Recreation Board for the term of June 11, 2025 – June 1, 2026 (Dayton)

Jaeckel nominated Robert Cassiday for the position of Parks and Recreation Advisory Board Chair. Baird seconded the nomination. Motion passed unanimously.

4. Election of the Vice Chair of the Parks and Recreation Board for the term of June 11, 2025 – June 1, 2026 (Chair)

Cassiday called for nominations for Vice Chair of the Parks and Recreation Advisory Board. Mahoney nominated Kyle Jaeckel for Vice Chair. Baird seconded. Motion passed unanimously.

5. Approval of Minutes

*a. Review and possible action relating to the **minutes of March 12, 2025 Parks and Recreation Advisory Board meeting (Chair)***

Cassiday requested a motion to approve the minutes from the March 12, 2025 Parks and Recreation Advisory Board meeting.

Jaeckel motion to approve the minutes from the March 12, 2025 Parks and Recreation Advisory Board meeting. Mahoney seconded. Motion passed unanimously.

6. Unfinished Business

*a. Discussion relating to the **Ballfield Lighting Subcommittee (Dayton)***

Dayton summarized what the Ballfield Lighting Subcommittee was tasked with and how

the group had taken a pause. In addition, he discussed the various conversations that have been taking place with representatives from both of the user groups (Fort Youth Baseball and Junior Blackhawk Baseball) about the project. The input they provided is that the project needs to include parking and fencing.

Dayton explained that former Parks and Recreation Board representative, Rocky Baldry, is no longer on the advisory board. This means that a new representative from the board will need to be appointed to the subcommittee.

Cassiday asked if the committee would be starting from scratch or if they would be picking up where they left off.

Dayton described that after discussions with the representatives from the two user groups, he does not feel they will need to start over completely. The group will be able to build off the work completed on the lighting and then address the other items in the park. The subcommittee will have its priorities set and report to the Parks and Recreation advisory board in December.

Cassidy suggested that the new rep be someone who has 2 years left on their term to avoid any potential turnover from the board.

Mahoney asked whether this person would be the chair or if the role is to be the representative from the parks and recreation advisory board to report back.

Dayton mentioned that the committee will appoint members to positions such as secretary, chair, and vice chair to provide a structure for meetings.

Mahoney said that he can commit to the position, and based on his professional experience, he will be able to contribute to the committee positively.

Dorfman motioned to nominate Mahoney to the Ballfield Lighting Subcommittee. Cassiday seconded.

7. New Business

*a. Review and possible recommendation to the planning commission related to **Barrie Park Bike Rack Project by the Fort Atkinson Beautification Council (Debbie Rusch)***

Dayton interjected, prior to any discussion stating that this project does not need to go to the planning commission like the other public monument and review projects have had to. If approved by the board, the project will go through staff review before approval.

Mahone motioned that the recommendation be amended to authorize the Parks and Recreation Director to work with the Beautification Council a final design and provide

approval for the installation. Dorfman Seconded

Dayton continued to discuss the project details that were included in the packet and stated that the Beautification Council representative, Deb Rousch, will also be providing information about the project.

Dayton identified the location of the rack, noting that no new hard surfaces will need to be installed. The installation will be provided by the Parks staff and reimbursed by the Beautification Council.

Cassidy asked if there were any issues with ADA, which Dayton explained was due to the path leading to the bathrooms being on the west side of the building. The door in the picture is where the chase is located.

Cassiday asked if the project is already fully funded.

Rusch mentioned that they have funding and received donations from the Beautification Council (BC), Fort Atkinson Ladies Club (FALC), and Heart of the City (HC).

Mahoney asked if the FALC still needs to provide additional approval for the final design once the final rendering is complete.

Rusch stated that the FALC will be providing feedback before the bike rack is manufactured.

Dayton pointed out that some younger citizens may not understand the song reference. Stating that this is worth considering, as the bike rack will be at that location for many years.

Baird and Dorfman both provided context to the song and its origins. Also stating that they are okay with it not being as familiar and causing interest and conversations.

Rusch shared that the feedback from the FALC was that more musical notes would be preferred.

Cassidy stated that the rendition was difficult to grasp and will need to be much cleaner before approval.

Dorfman suggested that a graphic designer assist with rendering.

Jaeckel discussed that the rendering came from the manufacturer and will be clearer once the changes are made. The BC will need to make any modifications based on recommendations from the board. Once they have an acceptable rendering, it will be reviewed and approved by city staff.

Baird suggested that, rather than having the words to the song on the rack, you could place them on a plaque on the side or base of the rack. That will provide more space for music notes, and it can include more of the lyrics.

Dayton stated that the board may consider placing a plaque on the face of the bike rack at one end, providing adequate spacing for the musical notes.

Ciccarelli provided input on the technical aspects of the bike rack, including the use of zinc plating for durability, proper spacing of the rods for various types of bikes, including corner standoffs to lift the frame off the ground, among other suggestions.

Jaekle confirmed that several of the suggestions had already been considered and included in the design.

Baird motioned to authorize the Parks and Recreation Director to work with the Beautification Council on the final design and provide approval. Dorfman seconded. Motion was approved unanimously.

8. Miscellaneous

a. Director's Report (Dayton)

In July, the City celebrated National Parks and Recreation Month. The department launched a social media campaign highlighting various parks programs and staff. The template for this was developed by Anna Schaeftbauer, our spring intern!

We are now celebrating National Senior Center Month in September. On Tuesday, September 16, Senior Center Director Chris Nye will be accepting the proclamation at the council meeting, recognizing the value and importance the Senior Center provides for the community.

On June 1st, Rocky Baldry and Becky Romans concluded their final term on the Parks and Recreation Advisory Board. Their contributions are appreciated. However, their seats have not been filled yet. Please contact Ben Dayton with any potential board members.

Aquatic Center

- This spring, the Aquatic Center bathhouse received a much-needed refresh. Improvements included new exterior paneling, a fresh coat of paint, and upgraded bathroom showers.
- We welcomed an impressive 31,321 visitors this season! Thanks to the dedication of our staff, we were able to extend our season by three additional days, giving our community even more opportunities to enjoy the pool.
- Fun fact from our concessions stand: we sold 4,240 pretzels throughout the 2025

season.

- We provided 9,382 hours of work to our seasonal staff this summer. Many of these positions were filled by high school and college students who rely on seasonal employment through Parks and Recreation. These opportunities offer valuable work experience for college and high school students in Fort Atkinson.
- A total of 1,067 swim lessons were provided this season, helping children and adults gain confidence and learn the essential life skill of swimming. These lessons are a vital part of our mission to promote safety, health, and recreation in our community.
- Lastly, we added internet access to the pool facility this summer, opening the door to exciting future possibilities. This upgrade enhances staff operations and lays the groundwork for improved guest services, digital programming, and expanded connectivity for patrons.

Main Street Dance

- Dance Intensive Camp held this summer was Led by Main Street Dance Studio Director Emma Hendricks and UW–Madison Dance Minor Peighton Strasburg, this week-long camp welcomed 29 dancers ages 10 and up. The program concluded with an evening performance at the Fort Atkinson Performing Arts Center
- During the opening weekend of dance registration, we saw an incredible \$21,000+ in transactions. This showcases the interest the community has in the Main Street Dance Studio.

Parks

- The new batting cages at Jones Park are officially open and have quickly become a community favorite. This project adds a valuable recreational resource for athletes and families alike.
- The Kiwanis Field improvement project received approval last week and is now moving forward! Phase One will include the installation of two sets of bleachers, soccer goals, and an accessibility path connecting the parking lot to the seating area. The Kiwanis Club has been a great partner to work with.
- The new Department of Public Works and Parks facility is now complete! Staff have settled into the spacious building, which provides a more efficient and comfortable working environment.

Recreation

- Last spring, we hosted an intern from UW–Whitewater who made a meaningful impact by designing new program guide covers and launching two new programs, including a used equipment garage sale and Slime Time!

- Nash Christian celebrated his 18-month anniversary with the department this summer! His continued dedication and contributions are deeply appreciated.

Senior Center

- The Senior Center continues to be a hub of activity, with 16,592 attendees recorded in 2024. This impressive number reflects the wide range of programs and services that keep our older adults engaged and connected.
- Our Wii Bowling League reached a new milestone with over 24 participants this season the highest we've ever had! Players are competing for the coveted Traveling League Trophy, bringing fun and friendly competition to the center.

9. Next Meeting

a. Wednesday, December 10, 2025 at 4:00 p.m.

10. Adjournment

Jaeckel motioned to adjourn. Seconded by Mahoney 4:48pm



**PARKS AND RECREATION MEMORIAL PARK FACILITY IMPROVEMENT
SUBCOMMITTEE MEETING
IN PERSON
FRIDAY, OCTOBER 31, 2025 – 9:30 AM
CITY HALL – SECOND FLOOR**

AGENDA

1. Call meeting to order 9:32
2. Roll call: Steve Mahoney- Parks and Recreation Advisory Board Member, Jason Bennett- Jr. Blackhawk Baseball President, Paul Broadhead- Fort Youth Baseball President, Matt Banaszynski- Jr. Blackhawk Baseball Vice President, Greg Zimmerman- Fort Youth Baseball Player Agent, JJ Yanke- Parks Maintenance Supervisor, Ben Dayton- Parks and Recreation Director

Not present: Nick Armstrong- City Electrician

3. Review and possible action relating to the **minutes of the October 3, 2025 Memorial Park Facility Improvement Subcommittee Meeting**
Motion by Bennett, seconded by Mahoney
4. Review and discuss information related to the **Memorial Park Facility Tour on October 9, 2025**. Dayton explained that the likelihood of finding undeveloped land for a ballfield complex would be difficult, and the focus should remain on Memorial Park.

Broadhead provided an update on the engineer's plans. One field was mapped out, but looking to gather additional measurements.

Banaszynski (Kurt Lewis) is going to try to subdivide property, property south of Memorial. It could possibly be used for parking. A portion of the property may be in the floodplain.

Banaszynski suggested a park swap, move youth baseball to Ralph, and adult softball to Memorial.

Broadhead mentioned that this is not a new idea and that it was shot down because the softball program is popular and the field size at Memorial Park is too small for an adult league.

Broadhead, there is a better possibility of developing wetlands. Also consider that there is a large drop off. Suggested that we take a look at it prior to a deep conversation.

5. Review and discuss the **information found from subcommittee members who were assigned tasks at the October 3, 2025 Meeting**

Broadhead said that the engineer will draw up a map that we can manipulate to show different layouts of the park and diamonds.

Broadhead suggested that the committee look into the property for sale adjacent to the park. He asked if the city could purchase the land or if the clubs could purchase it and donate it to the city.

Banaszynski agreed with this proposal and volunteered to reach out to the owner about the possibility of touring the property.

Dayton and Yanke to reach out to Schuly to get an updated irrigation quote.

Bennett and Banaszynski asked about potential funding opportunities by reaching out to our state representatives and senators to endorse or include in the state budget.

Dayton can send out a copy of the 2025 DNR Grant application for members of the committee to review.

Broadhead will look into the MLB grant through Little League International.

6. Discuss potential next steps, assignments, and set the next meeting date.

Zimmerman and Broadhead volunteered to look at MLB Grant

Banaszynski to set up opportunity to walk adjacent land with property owner to get more information. Meeting set for November 14th 2025 at 9:30 am

Broadhead to discuss that we should reach out to an architect to come up with a site plan, reach out to Connor with Cold Springs.

Dayton to reach out to the foundation about possible grant opportunities.

Broadhead suggested that we move the March meeting to February. He believes we should include the Haumerson's Pond trails in the project.

Next Meeting set for December 5th at 9:30 am

7. Adjournment at 10:43 am
Banaszynski motioned, seconded by Yanke

Attachments:

2025 Memorial Park Facility Improvement Subcommittee MINUTES 10.3.25,



**PARKS AND RECREATION MEMORIAL PARK FACILITY IMPROVEMENT
SUBCOMMITTEE MEETING
IN PERSON
FRIDAY, OCTOBER 3, 2025 – 9:30 AM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order
Dayton called the meeting to order at 9:30 am
2. Roll call and introductions
Present: Steve Mahoney- Parks and Recreation Advisory Board Member, Jason Bennett- Jr. Blackhawk Baseball President, Paul Broadhead- Fort Youth Baseball President, Matthew Banaszynski- Jr. Blackhawk Baseball Vice President, Greg Zimmerman- Fort Youth Baseball Player Agent, JJ Yanke- Parks Maintenance Supervisor, Ben Dayton- Parks and Recreation Director
Also present: Brett Ketterman- Recreation Supervisor
3. Election of **Chairperson**
Broadhead nominated Dayton for chair, Banaszynski seconded.
4. Discussion relating to the **purpose of the Memorial Park ball field lighting subcommittee and the work completed to date**
Dayton covered the history of the project, indicating that its scope has broadened to include the other items identified in the 2023-2028 Comprehensive Outdoor Recreation Plan. The CORP recommendations include improved parking, expanded ballfield fence distance, and a paved connection to the playground.

The group will work together to champion this project and have information ready to present by the December 10th Parks and Recreation Advisory Board Meeting.
5. Review, discuss, and determine **updated priorities of the subcommittee**
Dayton discussed that based on previous conversations with representatives from both Fort Youth Baseball (FYB) and Jr. Blackhawk Baseball (JBB), the following priorities were determined: 1. Replace ballfield lighting, 2. Improve parking and expand if possible. 3. Expand outfield fence, update and move scoreboards, and possibly upgrade irrigation. All committee members agreed with the priorities.

Dayton then discussed that much of the work on lights had been done and that the committee would need to clearly define the desired specifications. In addition, the

committee members will need to follow up with each vendor to supply an updated estimate.

Yanke explained that three quotes were provided by Cooper, MUSCO, and Wisconsin Lighting Lab (WiLL). He discussed the differences between each and said that MUSCO has the best warranty.

6. Discussion related to **Wisconsin DNR Stewardship Grant - Land and Water Conservation Fund Grant**

Dayton summarized his conversation with a representative from the Wisconsin Department of Natural Resources (DNR). He explained that the grant could provide 50% matching funds and that all items in this project are eligible for funding through the Land and Water Conservation Fund. He went on to say that the additional points are given to projects that expand the use of the park for multi-seasonal use.

Some stipulations of the grant include requirements outlined in the Buy American Act and the requirement for the city to solicit bids from Disadvantaged Business Enterprises (DBEs). Lastly, if the funds are received from this grant, then the park must remain a public space forever.

Broadhead discussed the possibility of a trail connecting Bark River Nature Park and Memorial Park, or extending north of the compost site, to integrate a walking path and potential overflow parking.

7. Discuss potential next steps and assignments

Broadhead agreed to research fencing, including the distances, height, and possible alternative options like portable fencing. Dayton will provide him with the contact information of the company that installed the fences in DeForest.

Bennett and Banaszynski agreed to compare the previous lighting quotes and to contact previous vendors to get updated proposals. Ketterman will provide them with Musco contact information.

Yanke explained that the poles needed to be metal or composite due to potential soil-related issues. The park was previously used as the city dump many years ago.

Dayton stated that the Parks and Recreation Department is currently examining parking lots across the parks system and also noted that the city owns the lot at the corner of East Street and Bark River Drive. The property could hold approximately 38 cars. The Parks and Rec Dept. will gather estimates on the cost of building the new lot. Bennett added that parking on the north side of Bark River Drive has caused additional congestion, estimating that about 40 cars park there.

Other Park features were discussed, including scoreboards, irrigation, and batting cages. Mahoney suggested that the committee aim high and trim as needed. He also discussed that the Community Foundation may also have the capacity to match a significant portion of the project.

Bennett asked if businesses could be solicited to sponsor a portion of the project.

Dayton explained that the ordinance does not allow for advertising in public spaces and that the Parks and Recreation Department enforces the ordinance.

Ketterman explained that the Ordinance Committee sets municipal code.

Ketterman suggested that the committee visit the park to conduct a walk-through and place cones at the proposed fence distances.

Dayton set the walk-through at Memorial Park for 10/9/2025 at 8:00 am and the next subcommittee meeting for October 31st at 9:30 am.

8. Adjournment

Mahoney motioned to adjourn, Bennett seconded at 10:48 am.

Respectfully submitted,

Ben Dayton
Parks and Recreation Director

Attachments:

10.5.23 Lighting Subcommittee Q&A Memo, Memorial Park LL Fence_Lights_Scoreboards Changes, Memorial Park- Facility Improvement- Existing Parking Lot 10.3.25,

**CITY OF FORT ATKINSON
FIELD USE AGREEMENT**

THIS AGREEMENT made and executed this ____ day of _____, 2026, by and between the CITY of Fort Atkinson, (hereinafter the “CITY”) and the entity identified below (hereinafter the “LICENSEE”). Together, the CITY and LICENSEE may be referred to as the “Parties.”

LICENSEE: **Fort Youth Baseball**
ADDRESS: P.O. Box 622
CITY/STATE/ZIP CODE: Fort Atkinson, WI 53538

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follow:

SCOPE OF USE: The CITY hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **Memorial Park Fields**
Memorial Park, 520 Bark River Drive, Fort Atkinson, WI 53538

PERMITTED USE: LICENSEE may host practices and games at Memorial Park between March 1st (weather permitting) and July 31st in the calendar year for the term of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. TERM OF THE AGREEMENT:** The CITY does hereby authorize the LICENSEE the right to use the Memorial Park Fields located in Memorial Park in the CITY of Fort Atkinson. This lease shall be for three years, commencing with the 2026 baseball season through the 2028 baseball season.
- 2. PRACTICE AND GAME SCHEDULING:**
 - a. The Parks and Recreation Department will have first priority of Memorial Park Field use and will publish all reservations on the official field schedule.
 - b. LICENSEE will be next in priority to schedule practice time for the Memorial Park Baseball Fields on the days of Sunday through Wednesday and third priority on the days of Thursday through Saturday. Practices will not begin until on or after March 1st unless approved by the Parks and Recreation Director or their designee.

- c. Practice schedules must be submitted to the Fort Atkinson Parks and Recreation office prior to April 30th.
- d. After practice schedules are submitted, there will be a 2-week waiting period for potential schedule corrections. After that period, any available field time will be open to be reserved by other Memorial Park Field Agreement holders.
- e. Game schedules must be submitted to the Fort Atkinson Parks and Recreation office a minimum of 2 weeks prior to the start of the LICENSEE's season.
- f. Any requests for rescheduled games must be communicated to the Parks and Recreation Office in writing as soon as possible. Any requests for field preparation by the Parks and Recreation Department within 24 hours of game time will be denied unless approved by the Parks and Recreation Director, with special circumstances.
- g. Field playability is defined in Section A of the CITY OF FORT ATKINSON FIELD MAINTENANCE GUIDE, **Exhibit A**. The Parks & Recreation Department will determine if fields are playable by 2:00 p.m. the day of a game or practice. After 2:00 p.m., the decision on whether the field is playable will be up to the LICENSEE. If fields are deemed unplayable by Parks and Recreation Staff, a notice will be sent out to the LICENSEE identifying the unplayable areas of the field.

3. RESPONSIBILITIES OF LICENSEE:

- a. LICENSEE is responsible for the administration and on-site supervision of their program, including actions of their staff, volunteers, affiliates, and registered participants, as well as the equipment and supplies that are the property of the organization.
- b. LICENSEE shall be responsible for prepping and lining any Memorial Park field on the weekend and after 2:00 p.m. during the week if Parks and Recreation staff is unable to prep the fields.
- c. LICENSEE shall provide a copy of the insurance certificate to the Parks and Recreation Department annually with the game schedule and shall show the CITY such proof upon request throughout the year.
- d. LICENSEE shall be charged by the CITY for any damage to equipment or property owned by the CITY due to negligence by the LICENSEE.
- e. LICENSEE will be responsible for restocking restroom supplies outside of regular Parks and Recreation Department business hours. A key to the chase with extra toilet paper, paper towels, hand soap, and cleaning products will be provided.
- f. LICENSEE shall be responsible for submitting Board Members' names, phone numbers, and emails to the Parks and Recreation Department in conjunction with the Annual Meeting outlined in 6. below.
- g. The LICENSEE is required to send any board member, coach or volunteer who is responsible for field maintenance duties to a Parks and Recreation Department Maintenance training conducted by CITY Staff. Only trained volunteers with a

signed COFA Use of Motorized Equipment Indemnification form will be allowed to use or operate equipment owned by the CITY.

- h.** Board members, volunteers, coaches, or participants associated with the program who violate the terms of this agreement will be reported to the LICENSEE board in writing. Depending on the severity of the violation, the CITY may ask that the LICENSEE revoke the individual's access to the facility and or equipment.
 - i.** LICENSEE will follow and enforce the following rules for Memorial Park: No Alcoholic Beverages, No weapons, and No tobacco products allowed on site during youth events.
 - j.** Authorized vehicles are allowed to drop off equipment and supplies at the concessions stand and storage building, but must be moved outside the fenced area of the park before the activity or event.
- 4. RESPONSIBILITIES OF THE CITY:**
- a.** The CITY shall maintain the master schedule of the fields at Memorial Park and will provide access to approved organizations.
 - b.** The CITY shall perform any necessary building maintenance and/or equipment repairs for any buildings or items owned by the CITY as funding and staff time allows.
 - c.** The CITY shall be responsible for the maintenance and supplies of the restrooms during business hours.
 - d.** The CITY shall provide field preparation for all pre-scheduled games Monday – Friday before 2:00 p.m. unless otherwise communicated.
 - e.** The CITY shall be responsible for the maintenance of the fields at Memorial Park to include all regular ballfield and turf maintenance renovations such as: ballfield grading, plate and base realignment, mowing, fertilizing, aerating, seeding, painting lines, and similar activities, at the CITY'S discretion.
 - f.** The CITY shall maintain the irrigation system.
 - g.** The CITY shall be responsible for paying all utility bills (including water, electric, sewer, and storm water) and garbage collection services relating to Memorial Park, including the restroom facilities.
 - h.** The CITY shall reconnect and inspect the restrooms, drinking fountains, irrigation, and plumbing systems in the concession stand building generally early May.
 - i.** The CITY shall winterize the restrooms, drinking fountains, irrigation and plumbing systems in the concession stand building generally mid October.
- 5. SCOREBOARDS:** LICENSEE gathered funds to sponsor the three scoreboards as shown in **Exhibit B** in 2015 for specific use of LICENSEE.

- a. At the time of this agreement, the CITY does not have a use for the three scoreboards. As such, the LICENSEE shall have responsibility for all costs and expenses associated with any maintenance, improvements, or replacements to the physical scoreboards or scoreboard control units.
 - b. LICENSEE shall make no modifications, additions, alterations, or changes in any way to the three scoreboards without written permission of the Parks and Recreation Director or that person's designee.
 - c. All work conducted on the scoreboards must be completed by a licensed and insured professional.
6. **ANNUAL MEETING.** In an effort to establish and maintain effective communication relating to Memorial Park Fields, the CITY and LICENSEE agree to conduct an Annual Meeting on or around March 1st of each year to review a drafted schedule, any scheduled use of the concession stand by outside organizations, and any other pertinent items related to Memorial Park Fields.
7. **SIGNAGE.** SIGNAGE. No sign shall be posted on the property at any time without prior approval from the Parks and Recreation Director or that person's designee and in conformance with the CITY's Zoning Code.
8. **STORAGE.** LICENSEE will have exclusive access of the storage room to the north of the concessions stand entrance. Additional space is available in the storage shed located to the south of Diamond 1. This space will be neat and orderly and accommodate other user groups, including Fort Atkinson Parks and Recreation. LICENSEE shall be responsible for securing all of the items stored. Under no circumstances shall the CITY be liable for the loss of any such items.
9. **SPECIAL EVENT POLICY.** The LICENSEE is granted two weekend events, hosted at Memorial Park, as part of this agreement.
 - a. A Baseball & Softball Field application, **see Exhibit C**, must be completed, submitted, and approved by the Parks and Recreation Department. Tournaments may be booked up to 9 months in advance; priority will be given to user groups with established events.
 - b. A Special Event Application must be completed, submitted to the CITY, and approved by the City Council for any qualifying events, including large events and tournaments, at least 30 days before the event date.
10. **KEYS.** LICENSEE shall responsibly manage keys and access to the facilities.
 - a. The LICENSEE shall collect all keys at the end of the season and keep them for the following season. The keys shall not be copied unless authorized by the Parks

and Recreation Director or that person's designee. Any lost or stolen keys must be reported to the Parks and Recreation Director immediately.

- b. No door shall be rekeyed without prior approval from the Parks and Recreation Director or their designee.

11. FIELD USE PAYMENT:

- a. Fees in the amount equal to two-thirds of the total Field Use Fees charge, with the exception of practices charged at a rate of \$10 per practice and second game of the day charged at \$20 per game. The total will be rounded up to a whole dollar or a minimum of \$2500 for each year of the agreement, and shall be due on or before September 5th of each year.
- b. Facility use fees are included in an annual Resolution approved by the City Council. Typically, the Resolution is adopted in November for the following year and posted on the City's website.
- c. The above annual rate grants the LICENSEE use of exclusive rights of the Memorial Park Fields as outlined in this agreement.
- d. LICENSEE may request additional dates to use the field outside of the Agreement dates, subject to field availability and approval by the CITY. Reservations will be charged at the regular field rental rate.

12. NO ASSIGNMENT. LICENSEE shall not assign this lease without written consent of the CITY.

13. MODIFICATION AND NOTIFICATION. This lease may be modified only in writing with the mutual consent of the Parties. Any written notices to the Parties shall be sent as followed:

CITY

CITY of Fort Atkinson
Attn: Parks and Recreation Department
101 North Main Street
Fort Atkinson, WI 53538

LICENSEE

Fort Youth Baseball
P.O. Box 622
Fort Atkinson, WI 53538

14. APPLICABILITY: The laws of the State of Wisconsin shall apply to the interpretation and enforcement of this lease.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year above written by the CITY of Fort Atkinson and by the Fort Youth Baseball.

CITY OF FORT ATKINSON

Rebecca Houseman,
City Manager

Michelle Ebbert,
City Clerk/Treasurer/Finance Director

Ben Dayton,
Director of Parks and Recreation

Fort Youth Baseball

Printed Name:
Fort Youth Baseball Board President

Printed Name:
Fort Youth Baseball Board Vice President

**CITY OF FORT ATKINSON
CONCESSIONS STAND AGREEMENT**

THIS AGREEMENT made and executed this ____ day of _____, 2026, by and between the CITY of Fort Atkinson, (hereinafter the “CITY”) and the entity identified below (hereinafter the “LICENSEE”). Together, the CITY and LICENSEE may be referred to as the “Parties.”

LICENSEE: **Fort Youth Baseball**
ADDRESS: P.O. Box 622
CITY/STATE/ZIP CODE: Fort Atkinson, WI 53538

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follow:

SCOPE OF USE: The CITY hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **Memorial Park Concessions Stand**
Memorial Park, 520 Bark River Drive, Fort Atkinson, WI 53538

PERMITTED USE: LICENSEE may operate the concessions stand at Memorial Park for Licensee-sponsored games, practices, or events. Operations can only occur during the time of year when public bathrooms and fountains are operational, generally from early May (weather permitting) until early October in the same calendar year as this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. TERM OF THE AGREEMENT:** The CITY does hereby authorize the LICENSEE the right to use the Memorial Park Facilities located in Memorial Park in the CITY of Fort Atkinson. This lease shall be for three years, commencing with the 2026 season through the 2028 season. If either Party desires to terminate this Agreement during the term, the terminating Party must provide written notice of the intention to terminate to the other Party by November 1st of the year preceding the operating season.

- 2. HOURS OF OPERATION:** The concession stand may be open up to one hour before LICENSEE games, during the game, and up to two hours after the completion of said games. The concession stand may not remain open beyond the hours that Memorial Park is open to the public, unless the event is otherwise permitted through the Special Event Permit Process. The actual hours that the concession stand is open will be

dependent on the LICENSEE's operating schedule, which is determined by the LICENSEE prior to the start of the season. The said schedule will be provided to the Parks and Recreation Department as soon as it is finalized. If anything changes in the schedule after it is submitted to the Parks and Recreation Department, the LICENSEE is to inform the Parks and Recreation Department immediately.

3. RESPONSIBILITIES OF LICENSEE:

- a. LICENSEE is responsible for the administration and on-site supervision of their program, including actions of their staff, volunteers, affiliates, and registered participants, as well as the equipment and supplies that are the property of the organization.
- b. LICENSEE shall be responsible for supplying the concession stand with food, beverages and any other items to be sold to the general public during the hours of operation. No alcohol sales are permitted at Memorial Park per CITY Ordinance Sec. 62-4.
- c. LICENSEE shall be responsible for keeping the area in the immediate vicinity around the concession stand free and clear of paper, bottles, and other trash and refuse during and after the use of the concession stand.
- d. LICENSEE shall be responsible for maintaining proper liability insurance, naming the CITY as additionally insured, relating to the events and concession stand operations, and shall hold the CITY harmless from any third-party claims which arise from the leased property.
- e. LICENSEE shall provide a copy of the insurance certificate to the Parks and Recreation Department annually with the game schedule and shall show the CITY such proof upon request throughout the year.
- f. LICENSEE shall be charged by the CITY for any damage to equipment or property owned by the CITY due to negligence by the LICENSEE.
- g. LICENSEE shall be responsible for the cleaning, maintenance, and repair of all items and fixtures inside the concession stand, that are property of and owned by the LICENSEE.
- h. LICENSEE shall be responsible for submitting Board Member's names, phone numbers, and emails to the Parks and Recreation Department in conjunction with the Annual Meeting outlined in 6) below.
- i. LICENSEE will be responsible for supplying all supplies and products related to the cleaning and sanitizing of food preparation equipment within the concessions stand.
- j. LICENSEE will follow and enforce the following rules for Memorial Park: No Alcoholic Beverages, No weapons, and No tobacco products allowed on site during youth events.

- k. Authorized vehicles are allowed to drop off equipment and supplies at the concessions stand and storage building, but must be moved outside the fenced area of the park before the activity or event.

4. RESPONSIBILITIES OF CITY:

- a. CITY shall perform any necessary building maintenance and/or equipment repairs for any buildings or equipment owned by the CITY as funding and staff time allows unless otherwise outlined in this agreement.
- b. The CITY shall be responsible for paying all utility bills (including water, electric, sewer, and storm water) and garbage collection services relating to Memorial Park, including the concessions stand and restroom facilities.
- c. The CITY shall reconnect and inspect the restrooms, drinking fountains, irrigation, and plumbing systems in the concession stand building generally in early May.
- d. The CITY shall winterize the restrooms, drinking fountains, irrigation, and plumbing systems in the concession stand building generally mid-October.

5. CONCESSION OPERATIONS AND USE BY THIRD-PARTY GROUPS: LICENSEE shall have the exclusive right to sell concessions from the concession stand.

- a. In connection with concession operations at Memorial Park, LICENSEE must obtain necessary permits and licenses for operation, purchase and pay for all concession products, purchase concession equipment and make repairs to same at its sole expense, and maintain proper health standards as required by the Jefferson County Health Department.
- b. At the end of each operating season, LICENSEE shall remove all products from the concession building no later than 2 weeks (weather permitting) after the last game or event. The CITY shall not be responsible for damage to LICENSEE property, or any property stolen from LICENSEE or any third-party groups during the term of this Agreement.
- c. LICENSEE or any third-party group shall make no modifications, additions, alterations, or changes in any way to the concession building without written permission of the Parks and Recreation Director or that person's designee.
- d. Use of the concession stand by third-party groups is permitted through a written agreement between the LICENSEE and the third-party group. Any out-of-pocket expenses incurred by LICENSEE shall be reimbursed by the third-party group, and such expenses will not exceed the amount of the lease.
- e. A copy of the executed agreement between the LICENSEE and the third-party group, along with proof of insurance, must be submitted to the Parks and Recreation Department prior to operation.

- f. The LICENSEE cannot terminate any approved agreement between the LICENSEE and a third-party group without prior written notice to and approval by the Parks and Recreation Director or their designee.
6. **ANNUAL MEETING.** In an effort to establish and maintain effective communication relating to Memorial Park Concessions Stand, the CITY and LICENSEE agree to conduct an Annual Meeting on or around March 1st of each year to review a drafted schedule, any scheduled use of the concession stand by outside organizations, and any other pertinent items related to Memorial Park Concessions Stand.
 7. **SIGNAGE.** No signs shall be posted on the property at any time without prior approval from the Parks and Recreation Director or that person's designee and in conformance with the CITY's Zoning Code.
 8. **KEYS.** LICENSEE shall responsibly manage keys and access to the concessions stand.
 - a. The LICENSEE shall collect all keys at the end of the season and keep them for the following season. The keys shall not be copied unless authorized by the Parks and Recreation Director or that person's designee. Any lost or stolen keys must be reported to the Parks and Recreation Director immediately.
 - b. No door shall be rekeyed without prior approval from the Parks and Recreation Director or their designee.
 9. **FACILITY USE PAYMENT:** In exchange for the use of the concession stand, the LICENSEE will pay the CITY in the amount of \$200.00 annually on or before April 1st.
 10. **NO ASSIGNMENT.** LICENSEE shall not assign this lease without written consent of the CITY.
 11. **MODIFICATION AND NOTIFICATION.** This lease may be modified only in writing with the mutual consent of the Parties. Any written notices to the Parties shall be sent as followed:

<p>CITY CITY of Fort Atkinson Attn: Parks and Recreation Department 101 North Main Street Fort Atkinson, WI 53538</p>	<p>LICENSEE Fort Youth Baseball P.O. Box 622 Fort Atkinson, WI 53538</p>
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 12. **APPLICABILITY:** The laws of the State of Wisconsin shall apply to the interpretation and enforcement of this lease.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year above written by the CITY of Fort Atkinson and by the Fort Youth Baseball.

CITY OF FORT ATKINSON

Rebecca Houseman,
CITY Manager

Michelle Ebbert,
CITY Clerk/Treasurer/Finance Director

Ben Dayton,
Director of Parks and Recreation

Fort Youth Baseball

Printed Name:
Fort Youth Baseball Board President

Printed Name:
Fort Youth Baseball Board Vice President

**CITY OF FORT ATKINSON
FIELD USE AGREEMENT**

THIS AGREEMENT made and executed this ____ day of _____, 2026, by and between the CITY of Fort Atkinson, (hereinafter the “CITY”) and the entity identified below (hereinafter the “LICENSEE”). Together, the CITY and LICENSEE may be referred to as the “Parties.”

LICENSEE: **Fort Atkinson Junior Blackhawk Baseball**
ADDRESS: P.O. Box 444
CITY/STATE/ZIP CODE: Fort Atkinson, WI 53538

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follow:

SCOPE OF USE: The CITY hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **Memorial Park Fields**
Memorial Park, 520 Bark River Drive, Fort Atkinson, WI 53538

PERMITTED USE: LICENSEE may host practices and games at Memorial Park between March 1st (weather permitting) and July 31st in the calendar year for the term of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. TERM OF THE AGREEMENT:** The CITY does hereby authorize the LICENSEE the right to use the Memorial Park Fields located in Memorial Park in the CITY of Fort Atkinson. This lease shall be for three years, commencing with the 2026 baseball season through the 2028 baseball season.
- 2. PRACTICE AND GAME SCHEDULING:**
 - a. The Parks and Recreation Department will have first priority of Memorial Park Field use and will publish all reservations on the official field schedule.
 - b. LICENSEE will be next in priority to schedule practice time for the Memorial Park Baseball Fields on the days of Thursday through Saturday, and third priority on the days of Sunday through Wednesday. Practices will not begin until on or after March 1st unless approved by the Parks and Recreation Director or their designee.

- c. Practice schedules must be submitted to the Fort Atkinson Parks and Recreation office prior to April 30th.
- d. After practice schedules are submitted, there will be a 2-week waiting period for potential schedule corrections. After that period, any available field time will be open to be reserved by other Memorial Park Field Agreement holders.
- e. Game schedules must be submitted to the Fort Atkinson Parks and Recreation office a minimum of 2 weeks prior to the start of the LICENSEE's season.
- f. Any requests for rescheduled games must be communicated to the Parks and Recreation Office in writing as soon as possible. Any requests for field preparation by the Parks and Recreation Department within 24 hours of game time will be denied unless approved by the Parks and Recreation Director, with special circumstances.
- g. Field playability is defined in Section A of the CITY OF FORT ATKINSON FIELD MAINTENANCE GUIDE, **Exhibit A**. The Parks & Recreation Department will determine if fields are playable by 2:00 p.m. the day of a game or practice. After 2:00 p.m., the decision on whether the field is playable will be up to the LICENSEE. If fields are deemed unplayable by Parks and Recreation Staff, a notice will be sent out to the LICENSEE identifying the unplayable areas of the field.

3. RESPONSIBILITIES OF LICENSEE:

- a. LICENSEE is responsible for the administration and on-site supervision of their program, including actions of their staff, volunteers, affiliates, and registered participants, as well as the equipment and supplies that are the property of the organization.
- b. LICENSEE shall be responsible for prepping and lining any Memorial Park field on the weekend and after 2:00 p.m. during the week if Parks and Recreation staff is unable to prep the fields.
- c. LICENSEE shall provide a copy of the insurance certificate to the Parks and Recreation Department annually with the game schedule and shall show the CITY such proof upon request throughout the year.
- d. LICENSEE shall be charged by the CITY for any damage to equipment or property owned by the CITY due to negligence by the LICENSEE.
- e. LICENSEE will be responsible for restocking restroom supplies outside of regular Parks and Recreation Department business hours. A key to the chase with extra toilet paper, paper towels, hand soap, and cleaning products will be provided.
- f. LICENSEE shall be responsible for submitting Board Members' names, phone numbers, and emails to the Parks and Recreation Department in conjunction with the Annual Meeting outlined in 6. below.
- g. The LICENSEE is required to send any board member, coach or volunteer who is responsible for field maintenance duties to a Parks and Recreation Department Maintenance training conducted by CITY Staff. Only trained volunteers with a

signed COFA Use of Motorized Equipment Indemnification form will be allowed to use or operate equipment owned by the CITY.

- h.** Board members, volunteers, coaches, or participants associated with the program who violate the terms of this agreement will be reported to the LICENSEE board in writing. Depending on the severity of the violation, the CITY may ask that the LICENSEE revoke the individual's access to the facility and or equipment.
- i.** LICENSEE will follow and enforce the following rules for Memorial Park: No Alcoholic Beverages, No weapons, and No tobacco products allowed on site during youth events.
- j.** Authorized vehicles are allowed to drop off equipment and supplies at the concessions stand and storage building, but must be moved outside the fenced area of the park before the activity or event.

4. RESPONSIBILITIES OF THE CITY:

- a.** The CITY shall maintain the master schedule of the fields at Memorial Park and will provide access to approved organizations.
- b.** The CITY shall perform any necessary building maintenance and/or equipment repairs for any buildings or items owned by the CITY as funding and staff time allows.
- c.** The CITY shall be responsible for the maintenance and supplies of the restrooms during business hours.
- d.** The CITY shall provide field preparation for all pre-scheduled games Monday – Friday before 2:00 p.m. unless otherwise communicated.
- e.** The CITY shall be responsible for the maintenance of the fields at Memorial Park to include all regular ballfield and turf maintenance renovations such as: ballfield grading, plate and base realignment, mowing, fertilizing, aerating, seeding, painting lines, and similar activities, at the CITY'S discretion.
- f.** The CITY shall maintain the irrigation system.
- g.** The CITY shall be responsible for paying all utility bills (including water, electric, sewer, and storm water) and garbage collection services relating to Memorial Park, including the restroom facilities.
- h.** The CITY shall reconnect and inspect the restrooms, drinking fountains, irrigation, and plumbing systems in the concession stand building generally early May.
- i.** The CITY shall winterize the restrooms, drinking fountains, irrigation and plumbing systems in the concession stand building generally mid October.

5. ANNUAL MEETING. In an effort to establish and maintain effective communication relating to Memorial Park Fields, the CITY and LICENSEE agree to conduct an Annual

Meeting on or around March 1st of each year to review a drafted schedule and any other pertinent items related to Memorial Park Fields.

6. **SIGNAGE.** SIGNAGE. No sign shall be posted on the property at any time without prior approval from the Parks and Recreation Director or that person's designee and in conformance with the CITY's Zoning Code.
7. **SPECIAL EVENT POLICY.** The LICENSEE is granted two weekend events, hosted at Memorial Park, as part of this agreement.
 - a. A Baseball & Softball Field application, **see Exhibit C**, must be completed, submitted, and approved by the Parks and Recreation Department. Tournaments may be booked up to 9 months in advance; priority will be given to user groups with established events.
 - b. A Special Event Application must be completed, submitted to the CITY, and approved by the City Council for any qualifying events, including large events and tournaments, at least 30 days before the event date.
8. **KEYS.** LICENSEE shall responsibly manage keys and access to the facilities.
 - a. The LICENSEE shall collect all keys at the end of the season and keep them for the following season. The keys shall not be copied unless authorized by the Parks and Recreation Director or that person's designee. Any lost or stolen keys must be reported to the Parks and Recreation Director immediately.
 - b. No door shall be rekeyed without prior approval from the Parks and Recreation Director or their designee.
9. **FIELD USE PAYMENT:**
 - a. Fees in the amount equal to two-thirds of the total Field Use Fees charge, with the exception of practices charged at a rate of \$10 per practice and second game of the day charged at \$20 per game. The total will be rounded up to a whole dollar or a minimum of \$2500 for each year of the agreement, and shall be due on or before September 5th of each year.
 - b. Facility use fees are included in an annual Resolution approved by the City Council. Typically, the Resolution is adopted in November for the following year and posted on the City's website.
 - c. The above annual rate grants the LICENSEE use of exclusive rights of the Memorial Park Fields as outlined in this agreement.
 - d. LICENSEE may request additional dates to use the field outside of the Agreement dates, subject to field availability and approval by the CITY. Reservations will be charged at the regular field rental rate.

10. NO ASSIGNMENT. LICENSEE shall not assign this lease without written consent of the CITY.

11. MODIFICATION AND NOTIFICATION. This lease may be modified only in writing with the mutual consent of the Parties. Any written notices to the Parties shall be sent as followed:

CITY

CITY of Fort Atkinson
Attn: Parks and Recreation Department
101 North Main Street
Fort Atkinson, WI 53538

LICENSEE

Fort Atkinson Junior Blackhawk Baseball
P.O. Box 444
Fort Atkinson, WI 53538

12. APPLICABILITY: The laws of the State of Wisconsin shall apply to the interpretation and enforcement of this lease.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year above written by the CITY of Fort Atkinson and by the Fort Atkinson Junior Blackhawk Baseball.

CITY OF FORT ATKINSON

Rebecca Houseman,
CITY Manager

Michelle Ebbert,
CITY Clerk/Treasurer/Finance Director

Ben Dayton,
Director of Parks and Recreation

Fort Atkinson Junior Blackhawk Baseball

Printed Name:
Fort Atkinson Junior Blackhawk Baseball Board
President

Printed Name:
Fort Atkinson Junior Blackhawk Baseball Board Vice
President

DRAFT

**Maintenance Agreement between the City of Fort Atkinson and
the Fort Atkinson WisConservation Club**

Paul Wiessman Memorial Archery Range
1300 Lillian Street, Rock River Park, Fort Atkinson, WI 53538

This Agreement is entered into by and between the City of Fort Atkinson (“City”) and the Fort Atkinson WisConservation Club (“Club”) and is effective this ___ day of _____, 2025, through the term as outlined below.

WHEREAS, the Club has historically contributed to the development and upkeep of the PAUL WISEMANN MEMORIAL ARCHERY RANGE (“Range”) located within Rock River Park (“Park”), and desires to continue its stewardship of specific Range features; and

WHEREAS, the City supports and recognizes the Club’s role in fostering responsible outdoor recreation and conservation values; and

WHEREAS, the Parties wish to formalize their respective responsibilities for the maintenance and use of the Range.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1) **TERM:** This Agreement shall remain in effect for a period of five (5) years from the date of execution. The Agreement shall automatically renew for successive one-year term unless either party provides written notice of intent not to renew at least 90 days prior to the expiration date.
- 2) **ANNUAL MEETING:** The Club and the City shall schedule and hold an annual meeting to discuss potential improvements to the Range, upcoming events, and any concerns or issues related to the Agreement.
- 3) **RESPONSIBILITIES OF THE CLUB:**
 - a) The Club shall maintain all archery targets and their protective enclosures to ensure they remain safe and functional for public use.
 - b) The Club shall be responsible for the upkeep of four sand pits located at the Range, including regular leveling and debris removal.
 - c) The Club shall conduct regular maintenance of the raised shooting platform.
 - d) The Club is responsible for any repairs or replacement of the raised shooting platform. Work must be performed by a licensed and insured contractor and must receive prior approval from the Parks and Recreation Director or their designee before starting.
 - e) The Club shall be responsible for the maintenance of the stone memorial structure and plaque, keeping them clean and in good condition.

- f) The Club shall maintain the sign stand located on the northwest corner of the parking lot, including any informational or directional signage displayed on it.
- g) The Club may collect public donations using a year-round donation container placed at the Range. The City shall not be held liable for any damage or theft of the donation container.
- h) The Club may hire a porta-potty provider to supply and maintain a portable restroom on-site at Rock River Park year-round. A copy of the agreement must be submitted to the Parks and Recreation Director or their designee each year.

4) RESPONSIBILITIES OF THE CITY:

- a) The City shall perform all turf maintenance at the Range and surrounding Park area, including mowing, fertilizing, and general landscaping.
- b) The City shall plow snow along Sinnissippi Drive, including the Range parking lot only.
- c) The City shall supply and maintain picnic tables located near the Range for public use during the summer season.
- d) The City shall manage garbage disposal at the Range, including providing and servicing trash receptacles.
- e) The City shall conduct tree maintenance in the Range area, including pruning, removal of dead or hazardous trees, and planting as needed.

5) SIGNAGE:

- a) The Club shall ensure that appropriate safety signage is posted at the Range, including Range rules, hours of operation, safety warnings, and contact information for reporting issues.
- b) The City shall assist with installation and upkeep of signage and may provide additional signage to support public awareness and safety. If staff time allows.

6) COMMUNICATION:

- a) The Club shall designate a point of contact to communicate regularly with the City.
- b) The Club shall report any damage, vandalism, or safety concerns promptly to the City.
- c) The Club shall provide an annual summary of maintenance activities and planned improvements.
- d) The Club shall coordinate with the City on any events or programming held at the Range.

7) SPECIAL EVENTS

- a) The Club may host Club-related events at the Range during regular park hours.

- 8) **MAINTENANCE.** If the Club fails to maintain any of the features for which it is responsible for a period of sixty (60) consecutive days, the City shall issue a written notice stating that the Agreement is in violation. Upon receipt of such notice, the Club shall have thirty (30) days to submit a written plan to the City outlining how the maintenance issues will be addressed and resolved.
 - a) If the Club fails to implement the agreed-upon plan within the specified timeline, the City reserves the right to terminate this Agreement.

- 9) **TERMINATION BY DEFAULT:** Upon termination, the City may take steps to restore or repurpose the affected area in a manner that aligns with City maintenance capabilities and public use priorities.

- 10) **LIABILITY INSURANCE.** Each party shall be responsible for its own actions and liabilities under this Agreement. The Club shall maintain appropriate liability insurance for its activities at the Range and shall provide proof of coverage upon request by the City.

- 11) **MODIFICATION AND NOTIFICATION.** This Agreement may be amended only in writing and signed by both Parties. Any written notices to the Parties shall be sent as followed:

CITY

City of Fort Atkinson
 Attn: Parks and Recreation Department
 101 North Main Street
 Fort Atkinson, WI 53538

CLUB

Fort Atkinson WisConservation Club
 PO Box 231
 Fort Atkinson, WI 53538

APPLICABILITY: To the extent permitted by law, both Parties agree to hold harmless for any injuries, damages, or claims arising from the general public’s use of the Range at Rock River Park.

IN WITNESS THEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement on this ___ day of _____, 2025.

CITY OF FORT ATKINSON

 Rebecca Houseman,

City Manager

Ben Dayton,
Director of Parks and Recreation

WisConservation Club

Authorized Representative: _____

Title: _____

Date: _____

DRAFT