

MEAL SITE RENTAL AGREEMENT

This Agreement is made effective on the date set forth below between the City of Richland Center (hereinafter the "City") and the Richland County Department of Health and Human Services (hereinafter the "County").

WHEREAS, the City is the owner of a facility known as the Richland Center Community/Senior Center (hereinafter alternatively referred to as "the Community/Senior Center"), which consists of one room designated the Woodman Senior Center and other rooms; and

WHEREAS, the County has expressed a desire to enter into an agreement with the City for limited use of "the Community/Senior Center" for a site for serving meals;

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the City and the County agree as follows:

1. **Agreement to Rent.** The City agrees to rent to the County those areas of the Community/ Senior Center for use as a site for serving meals, subject to the terms and limitations set forth herein. This agreement shall run from January 1, 2023, through December 31, 2024; subject to the right of either party to terminate it under Paragraph 9.
2. **Amount of Rent.** As rental for such use by the County, the County agrees to pay to the City the sum of \$300.00 per month. Such rent shall be payable in advance on the first day of each month that this Agreement remains in force.
3. **Portions of the Community/Senior Center Subject to this Agreement.** The County shall have the use of only the following portions of the Community/Senior Center under this agreement:
 - a. The East one-half (E 1/2) of the warming kitchen. In the event that the remainder of the warming kitchen has not been rented for the day, the County may use the rest of the kitchen on that day. Meals shall be served from the warming kitchen window into the Senior Center.
 - b. The Woodman Senior Center between the hours of 8:30 A.M. and 1:00 P.M., for the purpose of assisting those being served meals. Exception for the Rise N' Dine 12 week summer program- Held only on Wednesdays in the month of June thru August whereas the County would have ability to access the building at 7 A.M together with the non-exclusive use of the restrooms.
4. **Days of Usage by the County.** The County shall have the use of the said areas of the Community/Senior Center on Monday through Friday of each week, except the following days:
 - a. The third Thursday of each month, so long as there is a senior citizens' pot luck conducted on that date. If there is a pot luck on a third Thursday, the meal site shall be moved to another location in the building to be designated by the City.
 - b. All City employees' holidays.

c. Other than at the times and in the manner set forth above, the County shall not disrupt any other activities using the Senior Center.

5. **Hours of Usage by the County.** The County's hours of usage of the warming kitchen shall be between the hours of 8:30 A.M. and 1:00 P.M. on its days of usage. Any additional time uses shall be billed and paid for at the rate of \$12.00 for each hour or part of an hour. Meals shall be served between the hours of 12:00 Noon and 1:00 P.M. Seniors using the Woodman Senior Center will not be displaced during County usage of the building. Exception Rise N Dine program.
6. **County's Storage of Personal Property.** During the life of this Agreement, the County shall have the right to store the following in the building, at a location designated by the City: One refrigerator; One freezer; One file cabinet; One steam table; One tray rack with trays. All property must be kept clean in good working order.
7. **Phone Line.** The County may, at their expense, install and use a phone line into the warming kitchen.
8. **Incorporation of Community/Senior Center Rules and Regulations.** Those provisions of the City's Rules and Regulations for the Community/Senior Center set forth in the attached APPENDIX are hereby incorporated into this Agreement, and the County specifically agrees to abide by such incorporated Rules and Regulations in its use of the Community/Senior Center under this Agreement.
9. **Early Termination.** Notwithstanding the term of this agreement set forth above, either party to this agreement may terminate the agreement upon thirty (30) days written notice to the other party.
10. **Expiration.** This Agreement shall expire on December 31, 2024, unless extended or modified by agreement of the parties. The parties agree to meet in January of each year to discuss any agreed modifications.
11. **Authority to Execute.** The persons signing this Agreement for the City and the County represent that they are duly authorized to execute this Agreement.
12. **Addressees and Addresses for Notices.** Notices given under this agreement shall be sent to the following:

City:

Richland Center City Clerk/Treasurer
450 S. Main Street
Richland Center, WI 53581


County:

Attn: Rosetta Kohout
Richland County Department of Health and Human Services
221 W. Seminary Street
Richland Center, WI 53581

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective January 1, 2023, nunc pro tunc.

The City of Richland Center, By:

Richland County Department of Health and
Human Services, By:



Todd Coppernoll, Mayor

Tricia Clements, Director

Aaron Joyce, Clerk/Treasurer

APPENDIX

COMMUNITY/SENIOR CENTER RULES & REGULATIONS APPLICABLE TO THE CITY'S AGREEMENT WITH THE RICHLAND COUNTY DEPT. OF HUMAN SERVICES

The following rules and regulations are hereby incorporated into the Building Use Agreement between the City of Richland Center and the Richland County Dept. of Human Services as User of the Community/Senior Center. The User shall be responsible for any violations of these rules and regulations during its occupancy:

1. **Tobacco.** Tobacco use is prohibited in the building at all times.

2. **Candles or Other Burning Materials.** There shall be no open flames including candles, votives, incense or any other burning materials allowed in the building.

3. **Alcoholic Beverages.**

a. No alcoholic beverages shall be consumed by or furnished to any person who is using the facility under the auspices of the User.

b. The User shall not permit any person who is intoxicated to remain on the premises.

4. **City Not Responsible for Personal Property.** The City of Richland Center does not assume any responsibility for any equipment or other items left at the Community/Senior Center at any time. It shall be the responsibility of the User to protect items brought to the Facility.

5. **Clean-up Policies and Damages.** The facilities used by the User shall be left in the same condition as when the User took responsibility for the premises. By renting any part of the Community/Senior Center, the User agrees that it will be responsible for all damages to the building, furniture or other City-owned property therein and/or for any extraordinary cleaning related to its failure to follow the clean-up procedures in its use of the Facility.

The following clean-up procedures shall be followed prior to leaving the building each day:

- a. All garbage and recyclables shall be taken out of the building and placed in the appropriate garbage receptacles found west of the building.
- b. All tables and chairs shall be wiped down and returned to the storage room.
- c. Floors shall be swept and mopped.
- d. All areas used by the County pursuant to the Agreement shall be left in a very clean condition, which shall include cleaning up all spills as well as cleaning the stove, microwave, sink and counter tops.
- e. The User is responsible for confirming that the stove and the coffee pot have been turned off prior to leaving.
- f. The User shall see that no personal items or garbage are left in the lobby by anyone using the facility for User's program.
- g. Failure to comply with these procedures may result in a cleaning fee of \$100.

6. **Lights, Etc. Upon Departure.** On departure, the User shall be responsible for making sure the kitchen lights are off and the oven, burners, and coffee pot have been completely turned off.

7. **Third Party Fees for Emergency Services.** Should there be any fee assessed by Police, Fire or Emergency Medical Service due to violation of these rules and regulations, or under any other circumstance relating to the User's activities (such as a guest becoming ill or making a false fire alarm), the User shall be financially responsible for those fees.