

**LEASE AGREEMENT BETWEEN
THE CITY OF WATERTOWN
AND
TIMOTHY MIELKE**

This Lease Agreement (“Agreement”) is made by and between the City of Watertown, a Wisconsin municipal corporation, (“City”) and Timothy Mielke (“Mielke”).

WHEREAS, City owns property located at 1514 Oconomowoc Avenue, Watertown, WI, (the “Leased Premises”), which is currently zoned Single Family Residential and is vacant; and

WHEREAS, Mielke has expressed interest in leasing a portion of the Leased Premises for personal recreational and gardening purposes; and

NOW, THEREFORE, BE IT RESOLVED, that City and Mielke mutually agree on the following terms and conditions for use of the site.

1. Premises & Use.

- a. In consideration of the covenants contained herein and other valuable consideration, the City hereby leases to Mielke the Leased Premises as shown in Exhibit A.
- b. Mielke shall limit his use of the Leased Premises to his personal recreational and gardening purposes.
- c. Mielke shall not utilize the Leased Premises for any commercial or other business endeavor, or for any other purpose not set forth in this Agreement without the express written consent of the City.

2. Rents. In lieu of rent payments, Mielke shall mow the Leased Premises and ensure full compliance with all City ordinances, state and federal laws for the Leased Premises. This includes, but is not limited to, the following City ordinances:

- Weeds
- Exterior Property Maintenance

3. Mielke’s Obligations.

- a. Mielke shall permit City or its duly authorized agents to enter upon the Leased Premises at all times for any reason.
- b. The Leased Premises shall be maintained in a neat, clean, and attractive condition at all times.
- c. Mielke shall not permit the Leased Premises to be used for any immoral or unlawful purpose or purpose that will injury the reputation of the City. Mielke’s use of the Leased Premises shall not extend to any other public property.

4. City’s Obligations.

- a. City shall not be liable for any damage to any property of Mielke, at any time, that is stored or kept on the Leased Premises.
- b. City shall have the right to dispose of any property left on the Leased Premises, without liability, thirty (30) days after Mielke vacates or abandons the Leased Premises, in accordance with the laws of Wisconsin.

- c. **Snow Storage.** The Parties acknowledge that the Leased Premises has historically been utilized by the City for municipal snow storage as part of its winter maintenance operations. The City retains the right to deposit, store, move, and remove snow and ice onto the Leased Premises at any time as reasonably necessary without notice to Mielke for municipal operations. Mielke acknowledges that such activities may occur during the term of this Agreement and may disturb or damage soil conditions, garden areas, vegetation, or other improvements on the Leased Premises. The City shall not be responsible for any such disturbance or damage resulting from snow storage or snow removal operations.
5. **Term of Lease.** Mielke shall have and hold said Leased Premises for a term of one (1) year, commencing on the 1st day of April, 2026, and expiring on the 31st day of March, 2027, subject to the renewal term set out below. This Agreement will renew on a one (1) year basis upon the same terms for five (5) additional renewals. Any party wishing not to renew this lease shall give notice of such intention in writing to the other party on or at least ninety (90) days prior to the expiration of the lease term.
6. **Insurance.** Mielke shall provide proof of insurance with general liability coverage of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate; umbrella liability of \$2,000,000.00 per occurrence and aggregate. A certificate naming City as an additional insured shall be provided to City annually.
7. **Indemnification.** Mielke shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Mielke's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.
8. **Revocation of Lease.**
- a. This Agreement shall be revocable if Mielke neglects or fails to perform or observe any of the covenants of this Agreement. If City learns of any such defect, City shall provide written notice to Mielke that specifies the defect. Mielke shall have thirty (30) days after City has given written notice to cure such defect.
 - b. After any revocation, Mielke shall immediately quit and surrender possession of the Leased Premises.
 - c. After any revocation, City shall have the right to re-enter and take possession of the Leased Premises forthwith. Neither City nor its agents or employees, shall be liable for any damages because of such revocation.
9. **No Assignment or Sublease.** The rights provided to Mielke under this Agreement may not be assigned, transferred, subleased, hypothecated, or otherwise disposed of, nor shall the control of the Leased Premises or any interest therein, or any part thereof, be granted by Mielke to any other person or entity.

10. **Third Party Beneficiary.** This Agreement including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.
11. **Relationship of the Parties.** It is understood that this is an Agreement by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
12. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

To City:

City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With copies to:

City of Watertown
Director of Public Works/City Engineer
106 Jones Street
Watertown, WI 53094
abeyer@watertownwi.gov

City of Watertown
Director of Parks, Recreation and Forestry
514 South 1st Street
Watertown, WI 53094

To Mielke:

Timothy Mielke
435 East Water Street
Watertown, WI 53094

13. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
14. **Authority.** The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

15. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between City and Mielke. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless in writing and signed by both Parties.
16. **Jurisdiction and Venue.** Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
17. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.
18. **Limitation of Municipal Liability.** Nothing contained within this Agreement is intended to be a waiver or estoppel of Watertown or its insurer, to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
19. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which is deemed to be an original.
20. **Severability.** If any term of this Agreement is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be so severed, and the remainder of this Agreement will remain in effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day, and year first written below.

Dated this _____ day of _____, 2026.

CITY OF WATERTOWN

BY: _____
 Robert Stocks, Mayor

Dated this _____ day of _____, 2026.

 Timothy Mielke

EXHIBIT A
MAP OF LEASED PREMISES