

**FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR WARNER PARK
SAILBOAT STORAGE AND INSTRUCTION FOR THE 2022-2026 PERMIT YEARS**

Between the City of Madison and Robert Krebs d/b/a The Madison Sailing Center

THIS AGREEMENT is entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and Robert Krebs d/b/a The Madison Sailing Center, a sole proprietorship (hereinafter referred to as “Permittee”), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, on May 24, 2022, the City and the Permittee entered into the Operating Agreement for Warner Park Sailboat Storage and Instruction for the 2022-2026 Permit Years (the “Agreement”) which Agreement set forth the terms and conditions for the Permittee’s use of the sailboat storage area at Warner Park (hereinafter, the “Premises”) to conduct rental, instructional and concession activities through 2026; and,

WHEREAS, Permittee desires to expand the Premises, which the Parks Division is agreeable to, subject to the terms of this amendment.

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

1. Purpose. The purpose of this First Amendment to the Operating Agreement for Warner Park Sailboat Storage and Instruction for the 2022-2026 Permit Years (“First Amendment”) is to set forth the terms and conditions upon which the City will allow Permittee to expand its use of the Warner Park sailboard storage area for Permittee’s rental, instructional, and concession activities.
2. Attachment A of the Agreement is hereby replaced with Attachment A to this First Amendment, to reflect an expansion of the Premises by 11 percent.
3. Permittee is solely responsible for making any improvements needed to utilize the expanded area for Permittee’s activities, including moving the propane tank, if necessary, and changing or moving the existing fence. Permittee shall obtain any necessary permits from the City to perform this work.
4. The payment schedule under Section 4.l. of the Agreement is amended as follows:

“2024 \$ 6,408.00 ~~5,825.00~~
2025 \$ 6,600.00 ~~6,000.00~~
2026 \$ 6,855.00 ~~6,175.00~~”
5. All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

ROBERT KREBS, d/b/a THE MADISON SAILING CENTER

Robert Krebs

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director

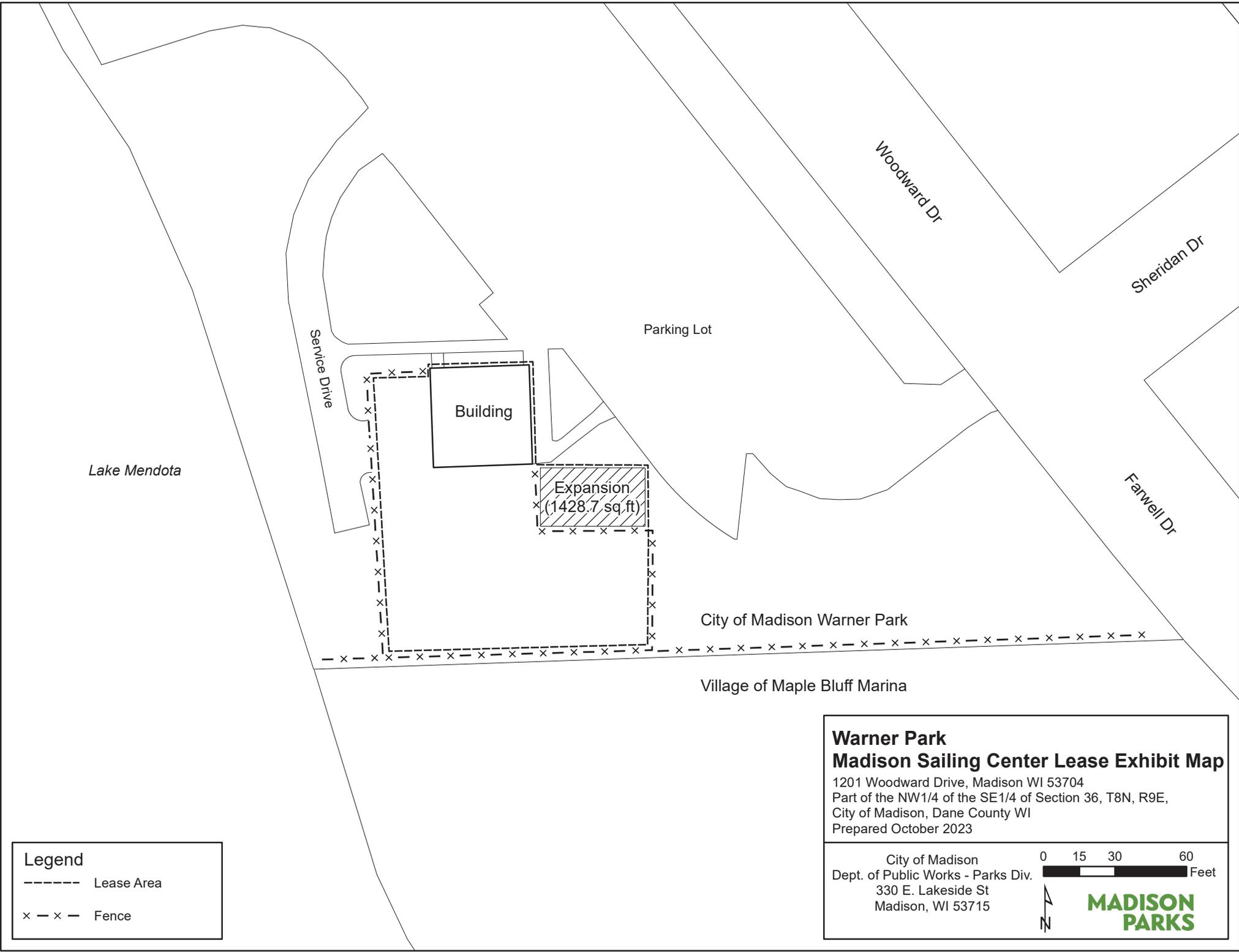
Date

Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES _____, ID No. _____, adopted by the Common Council of the City of Madison on _____ and approved by the Board of Parks Commissioners at its meeting on _____.

ATTACHMENT A
Map of Premises



Legend

- Lease Area
- × - × - Fence

Warner Park
Madison Sailing Center Lease Exhibit Map
 1201 Woodward Drive, Madison WI 53704
 Part of the NW1/4 of the SE1/4 of Section 36, T8N, R9E,
 City of Madison, Dane County WI
 Prepared October 2023

City of Madison
 Dept. of Public Works - Parks Div.
 330 E. Lakeside St
 Madison, WI 53715

0 15 30 60 Feet

MADISON PARKS