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City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2004-0012	Resolution	In Committee
Resolution Authorizing a Lease of a Portion of Veterans' Park by the United Slovenes to Preserve Our Ethnic Heritage.		
Introduced: 1/20/2004		Controlling Body: Public Works Committee

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>1-20-04</u>			Barczak				
			Czaplewski				
			Kopplin				
			Lajsic				
			Narlock	✓			
			Reinke				
	✓	✓	Sengstock	✓			
			Trudell	✓			
	✓	✓	Vitale	✓			
			Weigel	✓			
			TOTAL	5	1		

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

Chair [Signature] Vice-Chair _____ Member _____

COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>JAN 20 2004</u>			Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
	✓		Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
		✓	Sengstock	✓			
			Trudell	✓			
	✓	✓	Vitale	✓			
			Weigel	✓			
			TOTAL	10	1		

P.O.
Finance

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderpersons: Barczak
Lajsic
Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderpersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderpersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderpersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderpersons: Sengstock
Weigel
Vitale



City of West Allis

Resolution

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number: R-2004-0012

Final Action:

JAN 20 2004

Resolution Authorizing a Lease of a Portion of Veterans' Park by the United Slovenes to Preserve Our Ethnic Heritage.

WHEREAS, the United Slovenes to Preserve Our Ethnic Heritage (U.S.P.E.H.) desires to pay for the construction of two outdoor bocce courts at Vet's Park; and,

WHEREAS, the U.S.P.E.H. shall have the exclusive use of the courts one night per week for a three hour period; and,

WHEREAS, when not being used by the U.S.P.E.H. the bocce ball courts shall be held open to the public for use; and,

WHEREAS, it is in the public interest to allow City-owned property to be used for such purposes; and,

WHEREAS, a proposed Lease has been drafted for construction of the bocce ball courts and use of those courts, a copy of which is attached hereto; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the construction of the bocce ball courts by the U.S.P.E.H. and use of the courts by the U.S.P.E.H. be approved and that the Director of Public Works be authorized to enter into the attached Lease.

ADOPTED

January 20, 2004

Paul M. Ziehler

Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED

January 23, 2004

Jeannette Bell

Jeannette Bell, Mayor

LEASE

This Lease is made this 30th of JANUARY 2004, by and between the City of West Allis, a Wisconsin Municipal Corporation, hereinafter the "City" and the United Slovenes to Preserve Our Ethnic Heritage, hereinafter the "U.S.P.E.H.".

A. RECITALS

1. The City is the owner of the property known as Veterans' Park, specifically that portion of the park, which is located north of the existing field house and east of the children's area with various play apparatus. The legal description of this area is as follows:

A strip of land being a part of the Northwest ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the northwest corner of Parcel 4 of Certified Survey Map No. 5283; thence North 00°28'10" West, 47.80 feet to a point; thence South 88°05'39" West, 62.82 feet, to the Point of Beginning of this description; thence continue South 88°05'39" West, 60.00 feet; thence North 00°28'10" West, 30.00 feet; thence North 88°05'39" East, 60.00 feet; thence South 00°28'10" East, 30.00 feet to the Point of Beginning.

Said land contains 1800.00 square feet.

2. The U.S.P.E.H wishes to lease this piece of property from the City and to develop it by constructing two bocce ball courts.

NOW, THEREFORE, the City and the U.S.P.E.H agree that the City shall lease to the U.S.P.E.H the above-described property for use as bocce ball courts upon the following terms and conditions:

B. RENT

The U.S.P.E.H shall lease the subject property from the City for the amount of One Dollar (\$1.00) per year.

C. TERM

This Lease shall commence on the date hereof and shall continue for five (5) years. The U.S.P.E.H shall have the right to renew the lease for an additional term of five (5) years on the same terms and conditions. The City shall have the right to reject the renewal option if there has been a material breach of the terms and conditions of the Lease.

D. CONSTRUCTION

1. The U.S.P.E.H shall be solely responsible for the cost of construction of the two bocce ball courts and the City shall bear no financial responsibility.

2. The cost of construction shall include, but not be limited to, site layout, architectural drawings, grading and landscaping, surveys, excavation, limestone, and all other costs associated with construction.

3. The U.S.P.E.H shall submit a site improvement plan for approval by the Director of Public Works prior to the start of construction.

E. MAINTENANCE AND REPAIR

The U.S.P.E.H shall be solely responsible for the maintenance and repair of the two bocce ball courts and the immediate surrounding area including, but not limited to, care and maintenance of the courts, garbage pickup, and general maintenance of all areas associated with the courts. The failure to maintain said areas shall result in termination of the lease agreement, if, upon due notice by the City that certain maintenance and/or repairs are necessary, said maintenance and/or repairs are not completed within a 30 day period or a period reasonably set by the City to accomplish said maintenance and/or repairs.

F. SCHEDULING

1. The U.S.P.E.H shall have the exclusive use of the bocce ball courts one night per week for a three hour period. This reserved night shall be scheduled and approved by the Director of Public Works prior to May 1 of each calendar year.

2. When not being used by the U.S.P.E.H, the bocce ball courts shall be held open to the public for use.

G. LIABILITY AND INSURANCE

1. The U.S.P.E.H shall indemnify and hold harmless the City for any injuries and damages incurred during the course of construction. The U.S.P.E.H, or in the alternative, the general contractor hired by the U.S.P.E.H, shall provide insurance in the amount of at least \$1 million per each occurrence. A certificate of insurance shall be filed with the Director of Public Works annually. The certificate of insurance shall name the City as an additional insured and shall have an endorsement to indemnify the City of West Allis and hold it harmless from any or all damages, judgments and claims which may be asserted against the City by reason of any damages, judgments, claims or injuries sustained by any person or to any property. The certificate of insurance shall be approved as to form by the City Attorney.

2. The U.S.P.E.H shall insure the bocce ball courts and the immediate surrounding area and shall hold the City of West Allis harmless for any injuries and damages sustained upon said property during use of the field for U.S.P.E.H play or preparation of the courts for U.S.P.E.H play. The insurance shall be in at least the amount of \$1 million per each occurrence. A certificate of insurance shall be filed with the Director of Public Works annually. The certificate of insurance shall contain an endorsement to indemnify the City of West Allis and hold it harmless from any or all damages, judgments and claims which may be asserted against the City by reason of any damages, judgments, claims or injuries sustained by any person or to any property. The certificate of insurance shall be approved as to form by the City Attorney.

H. NOTICE

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail to the following addresses:

If to City: Director of Public Works
6300 West McGeoch Avenue
West Allis, WI 53219

If to U.S.P.E.H: Stanley Vidmar
2142 South Livingston Terrace
West Allis, WI 53219

I. FIXTURES/IMPROVEMENTS

All fixtures and improvements become the property of the City of West Allis.

All fixtures and improvements shall be maintained by the U.S.P.E.H during the term of the Lease in a state of reasonable repair.

J. USAGE RESTRICTED

The use of the courts by the U.S.P.E.H shall be restricted to bocce ball.

K. DISSOLUTION OF U.S.P.E.H

Should the U.S.P.E.H cease to exist or operate, this Lease may be terminated as set forth in Section N.

L. ENTRY/ACCESSIBILITY

The City and the U.S.P.E.H shall have access to the field at all times.

M. NONASSIGNABILITY

This Lease may not be assigned by the U.S.P.E.H to any other person or entity without the written consent of the City.

N. TERMINATION

1. Upon termination of this lease for any reason, the U.S.P.E.H shall be responsible for removing the bocce ball courts and restoring the site to its original condition. All work associated with the restoration of the site must be pre-approved by the Director of Public Works.

2. This Lease may be terminated by the City, with 30 days notice, upon default in the terms and conditions to be kept and observed by the U.S.P.E.H, upon determination by the City that the subject property is required for other municipal purpose or upon such condition as otherwise provided herein.

O. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors or assigns in interest.

P. NON-DISCRIMINATION

The U.S.P.E.H, in performing under this Lease, shall not discriminate against any worker, employee or any member of the public, because of race, creed, color, religion, age, marital or veteran status, sex, national origin, disability or any other legally protected status.

Q. MISCELLANEOUS

1. All of the representations, agreements and obligations of the City are set forth herein, and no modification, waiver or amendment of the provisions of this Lease shall be binding upon the City unless in writing and signed by the City or by a duly authorized agent.

2. No waiver of any default of the U.S.P.E.H hereunder shall be implied from any failure by the City to take any action on account of such default, whether or not such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such waiver and then only for the time and to the extent therein stated.

3. Each provision herein shall be binding upon and inure to the benefit of the City and the U.S.P.E.H and their respective successors and assigns.

4. All amendments attached to this Lease and signed by the City and the U.S.P.E.H are made a part hereof and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as of the date first written above.

CITY OF WEST ALLIS,

By: Michael Pertmer
Michael Pertmer
Director of Public Works

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 30th day of January, 2004, Michael Pertmer, to me known to be the Director of Public Works of the City of West Allis, a municipal corporation, and the person who executed the foregoing instrument and acknowledge the same.

Mary Carol Hubmann
Notary Public, State of Wisconsin
My Commission Expires: Nov. 05, 2006

U.S.P.E.H.

By: Fannie Smole
 , President

By: Louise Erler
 , Secretary

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 1st day of March, 2004, Fannie Smole and Louise Erler, to me known to be respectively President and Secretary of the U.S.P.E.H of West Allis and the persons who executed the foregoing instrument and acknowledge the same.

Francis R Remhak
Notary Public, State of Wisconsin
My Commission Expires: 8/26/07



