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# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

| File Number | Title                                                                                                | Status                                   |
|-------------|------------------------------------------------------------------------------------------------------|------------------------------------------|
| R-2003-0058 | Resolution                                                                                           | In Committee                             |
|             | Resolution Authorizing a Lease of City-owned Baseball Facilities by The Little League of West Allis. |                                          |
|             | Introduced: 2/18/2003                                                                                | Controlling Body: Public Works Committee |

COMMITTEE RECOMMENDATION Approve & Adopt

MOVER: Sengstock AYES 5 NOES 0

SECONDER: Trudell EXCUSED \_\_\_\_\_

COMMITTEE ACTION DATE 2-18-03

### SIGNATURES OF COMMITTEE MEMBERS

[Signature]

Chair

Vice-Chair

COMMON COUNCIL ACTION adoption

FINAL ACTION DATE 2-18-03

MOVER:

Narlock

SECONDER:

Reinke

|               | AYE                                 | NO                       |
|---------------|-------------------------------------|--------------------------|
| 1. Barczak    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Czaplewski | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Kopplin    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Lajsic     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Murphy     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Narlock    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Reinke     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Sengstock  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Trudell    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Vitale    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| TOTAL         | <u>10</u>                           | <u>0</u>                 |

CE : Public Works  
attorney  
Development



**City of West Allis**  
**Resolution**

7525 W. Greenfield Ave.  
West Allis, WI 53214

**File Number: R-2003-0058**

**Final Action:**

2-18-03

Resolution Authorizing a Lease of City-owned Baseball Facilities by The Little League of West Allis.

WHEREAS, the Little League of West Allis ("LLWA") has used Barczak Field for baseball games for a number of years; and,

WHEREAS, the LLWA desires to construct a new baseball field south of the existing soccer fields and west of Barczak Field; and,

WHEREAS, the LLWA has proposed a lease for the construction of the new field and use of the field thereafter; and,

WHEREAS, the use of the field during the Little League off season shall be open to the public; and,

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

WHEREAS, the LLWA and City staff members have drafted a proposed Lease for construction of the new baseball field and use of the field, a copy of which is attached hereto; and,

WHEREAS, Resolution No. R-2002-0151 adopted on February 4, 2003, inadvertently made reference to the West Allis Recreation Department.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that Resolution No. R-2002-0151 is hereby rescinded and the construction of the baseball field by the Little League of West Allis and use of the field by the Little League of West Allis be approved and that the Director of Public Works be authorized to enter into the attached Lease.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to make such technical changes to the Lease as he deems necessary and proper.

ATTR-Lease-Little League

ADOPTED February 18 2003



Paul M. Ziehler, Acting City Clerk/Treasurer

APPROVED February 21, 2003



Jeannette Bell, Mayor

## LEASE

This Lease is made this 14<sup>th</sup> day of March, 2003, by and between the City of West Allis, a Wisconsin Municipal Corporation, hereinafter the "City" and the Little League of West Allis, Inc., hereinafter the "Little League".

### A. RECITALS

1. The City is the owner of the property known as Reservoir Park, specifically that portion of the park, which is located south of the existing soccer field, east of the current Wisconsin Electric Power Company right-of-way, and west of the current baseball field known as "Barczak Field", with the following legal description:

That part of the Northeast  $\frac{1}{4}$  of Section 5, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Commencing at a point along the west right-of-way line of South 96<sup>th</sup> Street which is 61.00 feet west and 565.00 feet south of the Northwest Corner of Block 6 in Conrad Garden City Subdivision, thence S 88° 12' 7" W 295.00 feet to the point of beginning, thence S 88° 12' 7" W 443.00 feet to a point on the WE Energies east right-of-way line which is 549.50 feet east of the West  $\frac{1}{4}$  section line, thence N 0° 55' 14" W along the east line of the WE Energies right-of-way 231.31 feet, thence N 89° 4' 45" E 228.16 feet, thence S 0° 55' 14" E 57.94 feet, thence N 89° 4' 45" E 214.47 feet, thence S 1° 5' 55" E 166.51 feet to the point of beginning.

2. The Little League wishes to lease this piece of property from the City and to develop it as a Little League baseball field.

**NOW, THEREFORE**, the City and the Little League agree that the City shall lease to the Little League the above-described property for use as a Little League baseball field upon the following terms and conditions:

### B. RENT

The Little League 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 twenty-five (25) years. The Little League shall have the right to renew the lease for an additional term of twenty-five (25) 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 Little League shall be solely responsible for the cost of construction of the Little League baseball field 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, sod, fencing, lighting, and all other costs associated with construction
3. The Little League shall submit a landscaping and site improvement plan for approval by the City of West Allis Plan Commission and the West Allis Common Council.

#### **E. MAINTENANCE AND REPAIR**

1. The Little League shall be solely responsible for the maintenance and repair of the Little League baseball field and the surrounding area including, but not limited to, care and maintenance of the field, fencing, and surrounding equipment, garbage pickup, and general maintenance of all areas associated with the baseball field. 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.
2. With the approval of the City, the Little League shall have the right to install the lighting necessary to play night baseball games. Said approval by the City will not be unreasonably withheld. The Little League shall be solely responsible for the payment of all utility costs and maintenance expenses associated with lighting for the fields.
3. The Little League shall construct and be responsible to pay for, an additional 35 parking stalls which will be located to the west of the existing parking stalls. The location and construction of said parking stalls shall be subject to the approval of the City, which approval will not be unreasonably withheld.

#### **F. SCHEDULING**

1. The Little League shall have control over the scheduling of all baseball games to be played at the baseball field during the Little League season.
2. When not being used by the Little League, the field shall be held open to the public for use. The field shall be used by the public for only youth baseball. "Youth baseball" shall mean for those persons 18 years of age and younger.

#### **G. LIABILITY AND INSURANCE**

1. The Little League shall indemnify and hold harmless the City for any injuries and damages incurred during the course of construction. The Little League, or in the alternative, the general contractor hired by the Little League, shall provide insurance in the amount of at least \$2 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 Little League shall insure the Little League baseball field and the 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 Little League play or preparation of the field for Little League 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. FUND RAISING/NAMING RIGHTS**

1. The Little League shall have the right to sell the naming rights to the new baseball field. The name of the field shall be subject to City approval, which shall not be unreasonably withheld. The Common Council shall retain sole control over the naming rights to Barczak Field.

2. The Little League shall be allowed to sell advertising space in the form of signage along the outfield wall/fence. Such advertising shall conform to the "standards for sponsorship" as set forth in the Little League Charter attached hereto as Exhibit "A". The size and location of the advertising shall be subject to the approval of the Building and Zoning Department of the City of West Allis, which shall not be unreasonably withheld. All advertising must be removed at the end of each Little League season.

#### **I. WATER SOURCE OPTION**

The Little League may enter into a contract with the City in which the City will provide a water source for the Little League field. The services to be provided and the cost of the services shall be subject to negotiation between the Little League and the City. The Little League shall pay for all water utility and related charges should a water source be provided.

#### **J. 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<br>6300 West McGeoch Avenue<br>West Allis, WI 53219 |
| If to Little League: | Michael A. Smith<br>2323 South Green Links Drive<br>West Allis, WI 53227     |

**K.     FIXTURES/IMPROVEMENTS**

All fixtures and improvements become the property of the City of West Allis with the exception of scoreboards, sound systems and bleachers.

All fixtures and improvements shall be maintained by the Little League during the term of the Lease in a state of reasonable repair.

**L.     USAGE RESTRICTED**

The use of the field by the Little League shall be restricted to youth baseball.

**M.     DISSOLUTION OF LITTLE LEAGUE**

Should the Little League cease to exist or operate, this Lease may be terminated as set forth in Section P.

**N.     ENTRY/ACCESSABILITY**

The City and the Little League shall have access to the field at all times. The key or combination to any lock placed on the gate shall be provided to the City and the Little League or the gate lock(s) shall be so arranged that each entity has access.

**O.     NONASSIGNABILITY**

This Lease may not be assigned by the Little League to any other person or entity without the written consent of the City. Such consent shall not be unreasonably withheld.

**P.     TERMINATION**

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 Little League, upon determination by the City that the subject property is required for other municipal purpose or upon such condition as otherwise provided herein.

**Q.     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.

**R.     NON-DISCRIMINATION**

The Little League, 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.

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.

3. Each provision herein shall be binding upon and inure to the benefit of the City and the Little League and their respective successors and assigns.

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

By: Michael F. Pertmer  
Michael Pertmer  
Director of Public Works

Personally came before me this 21<sup>st</sup> day of February, 2003, 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.

*Darlyn M. Adams*  
Notary Public, State of Wisconsin  
My Commission Expires: 12/10/04

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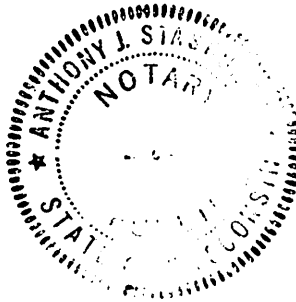
By: Michael A. Smith  
President

By: Jodie L. Brost  
Secretary

Personally came before me this 11 day of March, 2003,  
Michael A. Smith, and Lodie L. Probst, to me known to be respectively President  
and Secretary of the Little League of West Allis and the persons who executed the foregoing  
instrument and acknowledge the same.

  
 \_\_\_\_\_  
 Notary Public, State of Wisconsin  
 My Commission Expires: in present

  
\_\_\_\_\_  
Scott E. Post, City Attorney



## **EXHIBIT "A"**

### **LITTLE LEAGUE CHARTER**

#### **SPONSORS AND DONORS**

Donors and sponsors of teams at any level of the Little League program should be motivated by the single objective of making a worthwhile community contribution. Personal or business gain should have little part in their thinking. Their sole aim should be to assist youth and help make their community a better place in which to live.

Sponsorship of teams is an important way for local Little Leagues to raise funds for operations. It must be understood, however, that sponsorship does not give the sponsor any rights in the operation of the league or any team.

Standards for sponsorship are set by the local Little League. However, any advertisement (lettering on uniforms, fence signs, program ads, etc.) for sponsors must not include direct references to alcohol or tobacco products. Leagues must carefully choose sponsors, avoiding those which may, according to local community standards, be offensive.