

SCHOOL DISTRICT SOCCER FIELDS LEASE

This Lease is made this ____ day of _____, 2014, by and between the City of West Allis, a Wisconsin Municipal Corporation, hereinafter the "City" and the School District of West Allis–West Milwaukee, et al. hereinafter the "School District".

A. RECITALS

1. The City is the owner of the property known as Reservoir Park, see attached Exhibit "A" Reservoir Park Map, specifically those portions of the park currently utilized by the School District a.) Existing Baseball Fields (composed of approximately 4.92 acres), the portions of the park currently utilized by School District as b.) Existing Soccer Fields (composed of approximately 3.88 acres), and, the portions of the park currently utilized by the City as c.) Neighborhood Playground composed of approximately 0.84 acres. Each has the following legal descriptions:

a. Existing Baseball Fields

A tract of land being located in the Northeast ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Parcel 1, Certified Survey Map No. 4787; thence Southerly, 61.40 feet, along West right-of-way line of South 97th Street to the North right-of-way line of West Lapham Street; thence Easterly, 323.99 feet, along the said North line to the West right-of-way line of South 96th Street; thence Southerly, 130.00 feet, along said West line of South 96th Street to the Point of Beginning; thence continue Southerly, 431.78 feet, along the said West line; thence Westerly, 743.86 feet, to the East line of Wisconsin Electric Power Company parcel; thence Northerly, 231.03 feet, along the said East line; thence Easterly, 235.03 feet; thence Southerly, 61.00 feet; thence Easterly, 228.28 feet; thence Northerly, 262.74 feet; thence Easterly, 280.00 feet, to the East right-of-way line of South 96th Street and Point of Beginning.

Said land contains 4.92 acres, more or less.

b. Existing Soccer Fields

A tract of land being located in the Northeast ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Parcel 1, Certified Survey Map No. 4787; thence Southerly, 60.00 feet, along West right-of-way line of South 97th Street, to the Point of Beginning; thence, continue, Southerly, 1.40 feet to the North right-of-way line of West Lapham Street; thence Easterly, 42.98 feet, along said North line; thence Southerly, 392.75 feet, parallel with West right-of-way line of South 96th Street; thence Westerly, 228.28 feet; thence Northerly, 61.00 feet, parallel to

the East line of Wisconsin Electric Power Company parcel; thence Westerly, 235.03 feet to the East line of Wisconsin Electric Power Company parcel; thence Northerly, 338.98 feet, along the said East line; thence Easterly, 220.11 feet; thence Southerly, 5.70 feet; thence Easterly, 199.00 feet, to the Point of Beginning.

Said land contains 3.88 Acres, more or less.

c. Neighborhood Playground

A tract of land being located in the Northeast ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Parcel 1, Certified Survey Map No. 4787; thence Southerly, 61.40 feet, along West right-of-way line of South 97th Street to the North right-of-way line of West Lapham Street; thence Easterly, 42.98 feet, along the said North line to the Point of Beginning; thence continue Easterly, 280.00 feet, along the said North line to the West right-of-way line of South 96th Street; thence Southerly, 130.00 feet, along said West line of South 96th Street; thence Westerly, 280.00 feet; thence Northerly, 130.00 feet, to the Point of Beginning.

Said land contains 0.84 Acres, more or less.

2. The City is also the owner of the property known as the Open Space behind the West Allis Police Station located at 11301 W. Lincoln, hereinafter the "Open Space", see attached Exhibit B Open Space Site Plan.

Said land contains 14 Acres, more or less.

3. The School District currently uses the two Soccer Fields in Reservoir and now wishes to enter into a formal lease to lease the land referred to as b. Existing Soccer Fields (composed of approximately 3.88 acres), from the City until such time as the City makes available and the School District leases land for two regulation sized soccer fields within the Open Space land area.

NOW, THEREFORE, the City and the School District agree that the City shall lease to the School District two soccer fields which shall initially be located within Reservoir Park and specifically referred to above as b. Existing Soccer Fields and ultimately land for two regulation sized soccer fields within the Open Space land area upon the following terms and conditions:

B. RENT

1. The School District shall lease b. Existing Soccer Fields (composed of approximately 3.88 acres) property from the City for the amount of One Dollar (\$1.00) per year.

2. The School District shall lease the b. Existing Soccer Fields until such time as the Little League of West Allis, Inc., (hereafter the "Little League") has raised sufficient funds to begin construction of new baseball field(s). Once the Little League has raised approximately \$250,000 in funds towards the new field(s) and is in a position to begin construction within a year, the Little League will notify the City and the School District of this fundraising milestone. The fundraising milestone notification shall not come

any sooner than 2 years from the date of the lease agreement between the West Allis Little League, Inc. and the City. At the date of notification, the School District will be given one year to vacate the soccer fields. Also upon the fundraising milestone notification the City shall designate land of sufficient size for two regulation sized soccer fields within the Open Space land upon which the School District may develop two new soccer fields. The School District shall then be authorized by the City to commence development of two soccer fields in accordance with any applicable Wisconsin Department of Natural Resources (WDNR) regulations. One year after the above notification, the School District shall vacate the Reservoir Park area and shall occupy and lease the designated Open Space land area from the City for the amount of One Dollar (\$1.00) per year for the remaining term of the lease as described below. The provisions of this Lease shall also apply to the School District's development, occupancy, and use of the Open Space land.

C. TERM

This Lease shall commence on the date hereof and shall continue for twenty-five (25) years.

D. CONSTRUCTION

1. School District shall be solely responsible for the cost of construction of soccer fields 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. For the Open Space land area the School District 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 School District shall be solely responsible for the maintenance and repair of the soccer fields 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 soccer fields. 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 and WDNR, the School District shall have the right to install the lighting necessary to play night soccer games. Said approval by the City will not be unreasonably withheld. The School District shall be solely responsible for the payment of all utility costs and maintenance expenses associated with the soccer fields.

3. The School District shall be responsible for all utility cost incurred in the operation of the soccer fields, including all electrical and water usage costs.

4. The School District shall be authorized to construct and shall be responsible to pay for any ancillary improvements to the soccer fields. The location and construction of said improvements shall be subject to the approval of the City, which approval will not be unreasonably withheld.

5. The School District will have access to all available utilities and restrooms in the Restroom Building and shall have access and use of the Upper Fieldhouse facilities at all times, excluding the storage facility.

6. During the period of time that the School District rents the b. Existing Soccer Fields (composed of approximately 3.88 acres), the District will be responsible for cleaning the Upper Fieldhouse after each use of the soccer fields during their rental period.

F. SCHEDULING

1. The School District shall have control over the scheduling of all soccer games to be played at the on the fields.

2. When not being used or being prepared for use by the School District, the soccer fields shall be held open, to the public for use. Anyone seeking to use the soccer fields shall first schedule a time for such usage with the School District. The School District shall not unreasonably withhold permission and may not charge a fee for such use. Causing damage to the field on prior occasion(s) without repairing said damage shall constitute reasonable grounds to deny access.

G. LIABILITY AND INSURANCE

1. The School District shall indemnify and hold harmless the City for any injuries and damages incurred during the course of construction. The School District, or in the alternative, a contractor hired by the School District, 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/City Engineer 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 insurance company shall also provide the City with endorsements waiving subrogation and providing 10 day notice of cancellation. The certificate of insurance and endorsements shall be approved as to form by the City Attorney.

2. The School District shall insure the soccer fields 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 fields for School District play or preparation of the field for School District 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/City Engineer 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 Insurance company shall also provide the city endorsements waiving subrogation and providing 10 day notice of cancellation. The certificate of Insurance shall be approved as to form by the City Attorney.

3. Failure to maintain insurance or to provide proof of insurance as set forth herein shall be deemed a breach of this Agreement. In addition to the remedies set forth in Section G, the City may prohibit use of the fields during the period the School District is not in compliance.

H. FUND RAISING/NAMING RIGHTS

1. The School District shall have the right to sell the naming rights to the soccer fields. The name of the field shall be subject to City approval, which shall not be unreasonably withheld.

2. The School District shall be allowed to sell advertising space in the form of signage along the perimeter of the soccer fields. Such advertising shall conform to the "standards for sponsorship" as set forth in the School District Charter. The size and location of the advertising shall be subject to the approval of the Department of Development of the City of West Allis, which shall not be unreasonably withheld. All advertising must be removed at the end of each School District season.

I. 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 the City: Director of Public Works/City Engineer
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

If to the School District Kurt Wachholz
Superintendent of Schools
School District of West Allis–West Milwaukee, et al.
1205 S. 70th
West Allis, WI 53214

J. FIXTURES/IMPROVEMENTS

All fixtures and improvements become the property of the City of West Allis with the exception of scoreboards, sound systems and bleachers which shall remain the property of the School District.

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

K. INTENTIONALL LEFT BLANK

L. INTENTIONALLY LEFT BLANK

M. ENTRY/ACCESSABILITY

The City and the School District 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 School District or the gate lock(s) shall be so arranged that each entity has access except as otherwise provided herein.

N. NONASSIGNABILITY

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

O. 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 School District and failure of the School District to timely remedy the default.

P. 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.

Q. NON-DISCRIMINATION

The School District and the City, 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.

R. MISCELLANEOUS

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

2. No waiver of any default of the School District or the City hereunder shall be implied from any failure by either Party 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 School District 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.

CITY OF WEST ALLIS

By: _____
Dan Devine
Mayor

State of Wisconsin)
) ss
Milwaukee County)

Dan Devine personally came before me this ____ day of _____, 2014, to me known to be the Mayor of the City of West Allis, a municipal corporation, and the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

SCHOOL DISTRICT OF WEST ALLIS - WEST MILWAUKEE et al

By: _____
Kurt Wachholz
Superintendent of Schools

State of Wisconsin)
) ss
Milwaukee County)

Kurt Wachholz personally came before me this ____ day of _____, 2014, to me known to be the Superintendent of Schools of the School District of West Allis-West Milwaukee et al, and the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

Approved as to form by the
City Attorney's Office this
_____ day of _____, 2014

Scott E. Post, City Attorney