

JOINT AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF WEST ALLIS – WEST MILWAUKEE, ET AL
AND
THE CITY OF WEST ALLIS

This Joint Understanding is made by and between The School District of West Allis-West Milwaukee, et al., ("District") and the City of West Allis, Wisconsin ("City") with respect to the matters contained herein and reflects the general intent of each party. The District and the City have several projects that each is pursuing, both separately and together, and the District and the City desire to cooperate with each other to the fullest extent possible to facilitate the completion of each project efficiently and cost effectively. Separate agreements satisfactory to the parties will be required to be negotiated, approved by each of their respective governing bodies, and entered into by each party for each project (to the extent required by each such project).

Based on the foregoing and the mutual intent and desire of the City and District to cooperate with each other, the parties agree to the following Joint Understandings:

A. Soccer Fields

1. Based on the City and School District not wanting to provide environmental indemnity for the Landfill Site the City would support the synthetic soccer field to be constructed on District land at the West Allis Athletic Complex.
2. The School District acknowledges that the City needs to abide by DNR and MMSD storm water management rules and regulations. The City would support and assist the District's efforts to either construct above ground or underground drainage for the synthetic soccer field based on what is most cost efficient and what meets with the approval of both the DNR and the MMSD.
3. The intent of the City is to provide the District with guaranteed use of the two soccer fields at Reservoir Park until such point in time that the Landfill Site can be accommodated by at least two grass soccer fields on the site behind the Police Station. During this interim period, the District will work with the Little League and City on an agreement for the operation and maintenance of the use of the Upper Fieldhouse adjacent to the soccer fields which includes both restrooms and storage.
4. The Reservoir Park soccer fields shall be for the School District's sole use, and the School District is authorized to upgrade them, add bleachers, and maintain the soccer fields, etc. at its expense. The District retains ownership of any equipment placed and fixtures installed at Reservoir Park.

5. Once the City completes the DNR approved filling of the Landfill Site and at least two grass soccer fields can be accommodated on the site, the City will lease the soccer fields land to the District for \$1 per year and no environmental indemnity will be required by either party.
6. The West Allis Plan Commission has approved the Site & Landscaping Plan at its September 25th meeting. Please refer to October 1, 2013 approval letter.
7. The School District will indemnify the City should the School District cause a problem, damage, or liabilities.
8. The WAWM School District shall have access to the soccer fields and storage room until such time as the Little League has raised sufficient funds to begin construction on a new baseball field. Once the Little League has raised approximately \$250,000 in funds towards the new field and is in a position to begin construction within a year, the Little League will notify the City of this fundraising milestone. The fundraising milestone notification shall not come any sooner than 2 years from the date of this agreement. At the date of notification, the School District will be given one year to vacate the soccer fields and storage room. Once vacated by the School District, the fields and storage room will be turned over to the Little League for their use to construct an additional baseball field, parking lot and other park amenities.

B. McKinley

1. The City will sell to the School District the former McKinley School property for \$1.
2. Should the School District decide to sell the former McKinley School property sometime in the future, the City retains the right to repurchase the property for \$1.
3. The City will retain the right, at its sole discretion, to repurchase the former CDA parcel (northern parcel) for one dollar, at any time.
4. The City will not provide any environmental indemnification. (NOTE: The CDA parcel (northern parcel) has already been granted Voluntary Party Liability Exemption (VPLE) status by the DNR, and the School District can conduct all the environmental testing on the property until they are comfortable.)
5. The intent is to complete this transfer by March 1, 2014.

C. Dark Fiber

1. The School District will allow the City access to two pair of Dark Fiber Optic Strands. One pair will run from City Hall at 76th and Greenfield Ave and terminate at the West Allis Police Department while the other pair will run from City Hall at 76th and Greenfield Ave to the pull box around the water tower at 84th and National Ave.
2. The City will reimburse the School District for the actual cost incurred through Access Engineering, LLC to pull the School District's fiber into City Hall including any fusion slices, fiber terminations, splice kits, and patch cables needed at each of the city locations. The City shall approve the not-to-exceed cost proposal(s) for design and installation before work begins by Access Engineering or any contractors and the City shall approve any change orders or cost modifications afterward before that work proceeds.
3. The City only needs access to the dark fiber lines. The City will light up this fiber using its own equipment. This fiber should be configured in a point-to-point manner and not run through any school building or connect to any school equipment in any way. The City will indemnify the School District, should the City cause a problem, damage, or liabilities.
4. The School District will allow the City access to the Dark Fiber at no annual cost.
5. It is acknowledged that the District's fiber utility is a network of fiber which flows throughout the City connecting all District buildings. Should construction projects initiated by either the Wisconsin Department of Transportation or the City of West Allis cause a need for any fiber or fiber path of which the City is using to be temporarily or permanently relocated or disturbed/disrupted, the City will share proportionally the relocation cost (based upon two pairs used by the City and the total number of pairs owned by the School District).

D. Jefferson School

1. The City will allow a drive through on the east side of the school, extending from Grant Street to Becher Street on School District property which flows from south to north and allows for a right turn only curb cut when exiting onto Becher Street from the drive through.
2. The Engineering Division shall approve the design and installation of the curb cut, construction of which will be paid for by the School District.
3. There will be no City fees or permit fees related to this work.

In addition, there shall be a median installed in Becher Street, opposite the new curb cut in order to prevent drivers from turning left. The median design and construction shall be approved by the Engineering Division and the construction of which will be paid for by the School District.

The School District acknowledges that the City is responsible for the public right of way. In the unlikely chance that this drop off facility causes undue traffic or pedestrian hazards on either Grant or Becher Streets, the School District understands that it's the City's right and obligation to order any actions required to correct any traffic/pedestrian hazards

E. Madison Easement

1. Per the proposed easement a 20 foot wide easement will be provided to the City at no cost.
2. The City will replace the fence.
3. The City will replace the backstop.

F. Roosevelt Easement

1. The School District or any subsequent owner shall have the right to relocate the easement one time, as long as it does not significantly adversely affect City access to the electrical substation. The School District or new owner shall pay for costs, if related to the new easement.
2. The City will consider rezoning the property based upon the buyer or developer's usage.
3. The City will work with the School District to find a suitable buyer of the property whereby the buyer is both a supporter and a potential partner to the public school system in our community.
4. The City will either remove from any future Roosevelt site development approval any requirement to include a designated or dedicated Park area or will allow for a very creative green space plan. However, the District supports all City requests for enhanced landscaping at the site.

G. Franklin Fieldhouse Tennis Court Conversion to Parking Lot

1. The conversion of the use from a tennis court to a parking lot is amenable to the City. The parking lot would be for passenger vehicles and light trucks only. Heavy trucks would be restricted.
2. The City would also be receptive to enlarging the existing curb cut, per City specifications and standards, to accommodate vehicle traffic.

H. Parkway

The City will continue working with the School District to facilitate the reuse and redevelopment of the property and to find a suitable buyer of the property whereby the buyer is both a supporter and a potential partner to the public school system in our community. The goal of both parties is to create a for-profit environment in the use of the property.

I. Former Heritage School

The City will work with the School District to facilitate the opening of this property as an Elementary and/or Intermediate School along with allowing for the expansion of youth and community Recreation opportunities at this site. The property will not be used as a comprehensive high school.


J. Nathan Hale Track Extension

The District desires to complete and add a 12' x 18' chute at the end of the sprint straightway (the "Chute") on the running track at Nathan Hale High School. The City agrees to cooperate with and to assist the District to obtain authorization and approval to complete and add said Chute, if such authorization and approval is necessary, from the Wisconsin Department of Natural Resources and the Metropolitan Milwaukee Sewage District.


Entered into this 14th day of July 2014.

City of West Allis

**School District of West Allis-West
Milwaukee, et al**



Dan Devine, Mayor



Kurt D. Wachholz,
Superintendent of Schools

Dated: 7/15/14, 2013

Dated: 7-11-14, 2013

*Approved as to form this
14 day of July, 2014*

*Scott K. Kat
West Allis City Attorney*