

LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY PARKS

AND

RAINBOW AERO MODELERS SOCIETY

This Lease Agreement (the "Lease") is made and entered into this 1st day of April, 2019 (the "Effective Date"), by and between MILWAUKEE COUNTY PARKS ("County" or "Lessor"), and the RAINBOW AERO MODELERS SOCIETY ("Lessee"). Together Lessor and Lessee constitute the "Parties" to this Lease.

WITNESSETH:

WHEREAS, Lessee has for many years entered into leases with the County for the use of a parcel of land for its radio-controlled model flying activities, the most recent lease being that certain Lease Agreement dated April 1, 2014, authorized by Milwaukee County Board of Supervisors Resolution No. 14-168, and pursuant to which Lessee had the exclusive right to utilize approximately eighteen (18) acres of parkland in the Root River Parkway for its activities; and

WHEREAS, the Parties recognize that the development of a subsequent multi-year lease for the use of these premises is advantageous to both the Lessee and the Lessor; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, 2019, has authorized the Executive Director of Milwaukee County Parks to enter into this Lease with Lessee for and on behalf of Milwaukee County.

NOW THEREFORE, in exchange of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PROVISIONS:

1. Use of Space. Lessee shall have the right to utilize the designated space identified as approximately eighteen (18) acres beginning approximately 1800 feet east of South 76th Street and extending 800 feet east, and from West Oakland Road extending north 1000 feet to the Ryan Creek (collectively, the "Premises") for its sole purpose as an aero modelers association.
2. Scope of Use. Lessee has the right for the use of the Premises solely for radio-controlled aero model activities and shall be responsible for any and all operating expenses incurred in relation thereto. Any other uses of the Premises shall require the written consent of the County. The Premises may not be used for political purposes.

3. Term. The term of this Lease shall be five (5) years commencing on the Effective Date (the "Term").
4. Payment Terms. In consideration of the use of the Premises set forth in Section 1, the Lessee shall pay annually to the County the following:
 \$110 administrative fee
Payments shall be made within thirty (30) days upon receipt of invoice from the County.
5. Groundskeeping and Repairs. Lessee shall be responsible for all costs related to its activities within the entire Premises, which includes, but is not limited to, complete care and maintenance of the Premises including the purchase and maintenance of mowers and other grounds keeping equipment and supplies, as well as repairing any extraordinary or non-routine damage to the grounds resulting from use, maintenance, or non-maintenance of the Premises by the Lessee or any of its members or agents. County agrees that all routine maintenance and repair work may be performed by members or agents of the Lessee.
6. Cleaning and Janitorial Maintenance. The Lessee is responsible for the daily cleaning and janitorial maintenance of the Premises including placing of trash in receptacles provided by the County and ongoing cleaning of public restrooms in the Premises. The County shall be responsible for trash removal.
7. Public Premises. Lessee understands and agrees that the Premises are fundamentally public and that the Premises are to remain accessible to the public in a manner that is compatible with both the historic uses of the Root River areas as well as the uses authorized by this Lease.
8. Alterations Prohibited. Lessee shall make no permanent alterations to the Premises without the written consent of the County. All attached improvements to the Premises shall become the property of County upon termination of this Lease. Lessee agrees to repair or replace any equipment or property provided by the County which may become damaged due to negligence or inappropriate usage.
9. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever which arise out of or are in any manner connected with this Lease, based on any injury, damage or loss being caused by the negligence or other fault of the Lessee, its members or its agents. Lessee shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
10. Insurance. Lessee agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and statutes. Such evidence shall include insurance covering General Liability coverages in the following minimum amounts.

MINIMUM INSURANCE REQUIREMENTS

Insurance. Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the

following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1.) Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

(2.) Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

(3.) Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

(4.) Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

(5.) Unmanned Aircraft Liability Insurance, including War liability, Premises

Liability, and Personal Injury Liability. Contractor shall maintain limits of at least \$5,000,000 per occurrence.

Additional Requirements:

(6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

(8.) The insurance specified in (1.), (2.), and (5.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

(9.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

(10.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

(11.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

11. Damage to Premises. In the event of damage to the Premises by fire or other casualty so that the Premises are rendered unusable, the County shall notify the Lessee within five (5) days after the loss of its intention to repair and restore the Premises without terminating this Lease. In the event that such notice of intent to repair the damage is not received within five days, either party, upon written notice to the other, may terminate this Lease, in which case the rent shall be prorated and paid to the date of such fire or other casualty. If the County decides to repair the damaged areas, work shall be completed as expeditiously as possible. During such restoration, Lessee shall not be responsible to pay the administrative fee set forth above. Payment of the fee shall commence upon re-occupancy by the Lessee, payable at the terms previously specified.
12. County Rights of Access and Audit. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.
13. Interest. Unless waived by the County Board of Supervisors, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (1% per month or fraction of a month) as described in Subsection 74.80(1) Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
 - 13.1 Penalty: In addition to the interest described above, Lessee may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or his designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County

Ordinance Subsection 6.06(1) and Subsection 74.80(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

- 13.2 Nonexclusivity: This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Lease, including but not limited to termination of this Lease.
14. No Joint Venture. Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Lessee or its successors or assigns. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between County and Lessee.
15. Assignment and Subletting. Lessee may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the County.
16. Termination of Lease. Either County or Lessee may terminate this Lease for cause upon thirty (30) days' written notice. However, prior to termination for cause, either party shall be afforded a period of thirty (30) days to cure the defect(s) after having been notified of such. Upon termination, Lessee shall return the Premises in as good a condition as when originally leased, to the County's satisfaction, normal wear and tear excepted.
17. Holdover. In the event the Lessee remains in possession of the Premises after the expiration of this Lease, and without any renewal or extension hereof having been agreed to in writing, the Lessee shall be deemed to be occupying the Premises on a month-to-month basis. All obligations contained herein shall continue to be applicable to such month-to-month tenancy until renewed or terminated.
18. Compliance. Each party agrees that it will perform its obligations under this Lease in accordance with all applicable laws, governmental rules and regulations now or hereinafter in effect.
19. Enforceability. If any provision of this Lease is found to be illegal or unenforceable, the remaining provisions of this Lease shall not be affected, thereby, and shall remain in full force and effect as though the illegal or unenforceable provisions were not contained herein; provided that, if said illegal or unenforceable provisions go to the heart of this Lease, then the Lease is terminated.
20. Force Majeure. Neither party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance or other cause beyond a reasonable control of such party, and such failure to perform shall not be grounds for termination or default.
21. Governing Law. This Lease is made pursuant to, and shall be construed in accordance with the laws of the State of Wisconsin.

22. Notice. All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party as addressed as follows:

Rainbow Aero Modelers Society
Jeffrey Wisneski, President
3619 East Monkwitz Avenue
Cudahy, WI 53110

Milwaukee County Parks
Executive Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

Signature page follows:

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Rainbow Aero Modelers Society

by _____ Date _____
Jeffrey Wisneski, President

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____ By: _____ Date: _____
Risk Management Corporation Counsel

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e)::

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

