

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS DEPARTMENT
AND
MILWAUKEE LAKE PARK LAWN BOWLING ASSOCIATION, INC.

This Lease Agreement (the "Lease") is made and entered into this 1st day of May 2018 (the "Effective Date"), by and between MILWAUKEE COUNTY PARKS DEPARTMENT ("County" or "Lessor"), and the MILWAUKEE LAKE PARK LAWN BOWLING ASSOCIATION, INC. ("Lessee"). Together Lessor and Lessee constitute the "Parties" to this Lease.

WITNESSETH:

WHEREAS, Lessee and Lessor were Parties to that certain Lease Agreement dated as of May 1st, 2013, made pursuant to Adopted County Board Resolution No. 13-361, and expiring on April 30, 2018 (the "2013 Lease"), under which Lessee leased from Lessor a parcel of land and building located in Lake Park for its lawn bowling 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 _____(DATE), has authorized the Interim Director of the Department of Parks, Recreation and Culture 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 exclusive right to utilize the designated spaces identified as the Lake Park bowling greens located within the perimeter fenced areas as well as the building adjacent to the greens (collectively, the "Premises") for its sole purposes as a lawn bowling association.
2. **Condition of the Premises.** County makes no representation or warranty that as of the effective date of this Agreement, all parts of the Premises, including structural elements of the Premise's foundation meet and comply with all federal, state, and local laws, ordinances and regulations at the time of delivery to the Lessee. Lessee acknowledges that it has been made aware by County that the Premises are hereby provided on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by Lessee, either now or in the future. Lessee further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.
3. **Scope of Use.** Lessee has the exclusive rights for the use of the Premises solely for lawn bowling sponsored 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. Use of the building is restricted to meeting space, storage, and other related activities of the Lessee. County must approve any other activities. The Premises may not be used for political purposes.
4. **Term.** The term of this Lease shall be five (5) years commencing on the Effective Date (the "Term").

5. 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:

\$100 rental fee
\$300 for electrical utilities

Payments shall be made within thirty (30) days upon receipt of invoice from the County.

6. Grounds keeping 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 greens including the purchase and maintenance of mowers, the County aerifier, and other greens keeping equipment and supplies, as well as repairing any extraordinary or non-routine damage to the building and greens resulting from use, maintenance, or non-maintenance of the Premises by the Lessee or any of its employees or agents. County agrees that all routine maintenance and repair work may be performed by employees or agents of the Lessee. Painting of the building, both interior and exterior, shall be the responsibility of the Lessee. Lessee shall also provide, at its costs, replacement light bulbs within the building.
7. 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. The County shall be responsible for trash removal and janitorial maintenance of the common areas, including the maintenance of the perimeter fence. The County will provide utilities to the Premises subject to the Lessee reimbursing the County for electrical service as provided for in Section 4.
8. 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 historical use of the Lake Park areas as well as the uses authorized by this Lease.
9. Renovations and Improvements:

9.1 Prior Approval. Improvement of the Premises at any time shall require prior written approval of the Parks Director and design and construction approvals from the Milwaukee County Division of Architectural and Engineering Services. All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all construction shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the leased premises.

9.2 Lien Waivers. Lessee shall not permit any mechanics' or materialmen's liens to be levied upon the Premises at any time for any labor or materials furnished to Lessee or to its agents or contractors. Within thirty (30) days of the completion of any renovation, remodeling, or improvements by Lessee's contractor, subcontractors, or suppliers, Lessee shall obtain the appropriate lien waiver from such contractor, subcontractor, or supplier and shall file one (1) copy with the County.

9.3 Licensed Tradespersons. Lessee agrees that all renovations and improvements shall be performed by fully licensed tradespersons who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. The Lessee shall provide the credentials for all project managers or foremen on any and all renovation and improvement projects to Milwaukee County Parks.

9.4 Funding of Improvements. Lessee agrees to provide evidence satisfactory to the County that the total amount of funds necessary to undertake the proposed construction are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction.

9.5 Ownership of Improvements. Upon termination of the Agreement for any reason, including but not limited to, for cause, by mutual written agreement, or by reason of the expiration of any of the calendar terms of the Agreement, all renovations, improvements, or alterations, including generic signage affixed to the Premises, shall become the property of County, at no cost to County.

10. 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, including workers' compensation claims, 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 agents or employees. 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.
11. 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.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (Incl. Personal Injury, Fire, Legal)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate

Milwaukee County, as its interests may appear, shall be named as an additional insured for General Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Lease.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Lease.

12. 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 rent. Rent shall commence upon re-occupancy by the Lessee, payable at the terms previously specified.
13. Audit. Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Lessee shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party Milwaukee County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Lease. Any subcontracting by the Lessee in performing the duties described under this contract shall subject the subcontractor and/or

associates to the same audit terms and conditions as the Lessee. Lessee (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of the Lease term.

14. 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.
 - 14.1 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.
 - 14.2 Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to Milwaukee County, interest and penalty shall be calculated thereon in accordance with the above method. Lessee shall remit to Milwaukee County any additional amounts due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by Milwaukee County.
 - 14.3 Non-exclusivity: 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.
15. Nondiscrimination and Affirmative Action. There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Lessee (or any person claiming under or through Lessee) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Lessee certifies to the County as to the following:
 - 15.1 Non-Discrimination: Lessee certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit A is an Equal Opportunity Certificate that shall be executed and delivered by Lessee simultaneously with the execution and delivery of the Lease.
 - 15.2 Affirmative Action Program: Lessee certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Lessee also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.
 - 15.3 Affirmative Action Plan: Lessee certifies that if it has 50 or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if

required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, City Campus, 9th Floor.

- 15.4 Non-Segregated Facilities: Lessee certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
- 15.5 Reporting Requirement: When applicable, Lessee certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
- 15.6 Compliance: Lessee certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.
16. Disadvantaged Business Enterprises. The Lessee shall comply with Chapter 42 of the Milwaukee County Code of General Ordinances which requires that the Lessee use good faith efforts to expend 17% of all property maintenance and improvement funds with Disadvantaged Business Enterprise (DBE) firms listed in the Wisconsin Unified Certification Program Directory, who may supply construction/maintenance services or materials for property maintenance and improvement. In accordance with this Milwaukee County policy, the Lessee shall ensure that certified firms have the opportunity to participate in the property maintenance and improvement. The efforts employed by the Lessee should be those that one could reasonably expect a Lessee to take if the Lessee were actively and aggressively trying to obtain participation sufficient to meet these established goals. Mere pro forma efforts are not good faith efforts to meet this requirement as detailed in 49 CFR §26.53 and Appendix A to 49 CFR Part. Specifications and required forms are included as attachments. For guidance regarding this requirement, or to obtain a list of certified firms, contact the Community Business Development Partners Department (CBDP) at 414-278-4747. The list of certified firms is also available at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
17. Use of County Aerifier.
 - 17.1 Permission to Use: Lessee is hereby permitted with forty-eight (48) hours' notice to use the County's aerifier during the Term. The County may provide storage space for the aerifier in which case the transportation of the aerifier to the Premises is the sole responsibility of the Lessee.
 - 17.2 Maintenance: Lessee agrees to perform all routine maintenance and repair work to the aerifier.
 - 17.3 Limitations on Use – Individuals: Lessee agrees that only Lessee, its agents or employees will operate the aerifier.
 - 17.4 Limitations on Use – Age: Lessee agrees that no operator under the age of eighteen (18) years will be permitted to operate the aerifier under any circumstances.
 - 17.5 Liability for Damage: Lessee agrees that should Lessee, any minor under Lessee's control or any person with permission from Lessee, its agents or employees operate the aerifier in such a manner or fail to exercise adequate care of the same so as to result in damage to such aerifier, Lessee agrees to be liable and financially responsible for all damages caused to the aerifier.
 - 17.6 Indemnification: Lessee agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Lessee, or its agents which may arise out of or are connected with Lessee's possession and use of the aerifier.

18. 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.
19. 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.
20. Termination of Lease. This Lease may be terminated by either party, without cause, upon 30 days written notice to the other. 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 of this Lease for any reason, Lessee shall have thirty (30) days in which to remove all personal property from the Premises. Any items remaining after the thirty (30)-day period shall become the property of the County at no expense to the County. 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 accepted.
21. 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.
22. 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.
23. 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.
24. 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.
25. Governing Law. This Lease is made pursuant to, and shall be construed in accordance with the laws of the State of Wisconsin.
26. 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:

Milwaukee Lake Park Lawn Bowling Association, Inc.
Anna Witt, Secretary
1700 Village Green Ct.
Elm Grove, WI 53122

Milwaukee County Dept. of Parks
Guy Smith, Interim 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 pages follow:

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

Milwaukee Lake Park Lawn Bowling Association, Inc.

by _____ Date _____
Anna Witt, Secretary

Milwaukee County Dept of Parks, Recreation & Culture

by _____ Date _____
Guy Smith, Interim Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Rick Norris
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Paul Schwegel
Risk Management

Approved for execution:

Approved as to Wis. Stats. 59.42:

By: _____ Date: _____ By: _____ Date: _____
Corporation Counsel Corporation Counsel

Approved: As to adequacy of funds (with submitted Form 1684 R4)

By: _____ Date: _____
Scott Manske
Comptroller

Approved:

By: _____ Date: _____
Chris Abele
County Executive

EXHIBIT A

EQUAL OPPORTUNITY CERTIFICATE

[Attached.]