

**CITY OF MEDFORD JAYCEE PARK  
BASEBALL FIELD LEASE AGREEMENT  
2017**

This lease agreement (“Agreement”) is made between City of Medford (“City”), a municipality located at 639 S. 2<sup>nd</sup> Street, Medford, Wisconsin, and Medford City Baseball, Inc., (“Organization”) a non-profit, 501(c)3 community recreation organization whose mailing address is PO Box 143, Medford, Wisconsin. This agreement is subject to City of Medford Common Council’s approval.

**Authority/Purpose.** The City has the authority pursuant to Wis. Stat. 62.22(2) to enter into the lease of public property. There is a public purpose served in that the Organization is a non-profit community recreational group dedicated to developing and promoting the game of baseball for children, youth and adults in the community.

**Property.** The property to be leased is located at Jaycee Park, Medford, Wisconsin, and is specifically described and attached as Exhibit A (“Property”).

**Duration.** This lease is effective May 1, 2017, for 5 years, and is to be automatically reviewed by the City for renewal.

**Termination of Agreement.** Either party may terminate this Agreement by delivering a written notice 90 days prior to termination. This Agreement is subject to continuing Common Council Approval and may be terminated earlier by the City upon any determination, as it may apply to any user of the subject Property, individually, jointly or severally, that there has been a breach of any governmental laws, statutes, decisions, codes, rules, orders, ordinances, or any provision of this Agreement. Upon termination, if city funds have been distributed to Medford City Baseball, Inc., a full accounting of the funds are due within 30 days of the termination of the agreement. City funds that were distributed and not spent or not spent according to the terms of this Agreement shall be returned to the City with the accounting.

**Terms.**

- **Use.** Organization has the exclusive right, subject to the terms below, to use, occupy and improve the Property beginning March 1<sup>st</sup> until October 31<sup>st</sup> each year. The City retains ownership of the Property.

**Improvements.** Organization may make necessary improvements subject to: 1) City’s Street and Water Superintendent and Electric Utility Manager’s project approval and oversight, 2) Organization must notify Council prior to beginning the projects; and 3) Organization is solely responsible for the cost of improvements, unless otherwise specifically approved by the City.

- **Ownership of Improvements.** Improvements which are made to the Property that would be considered permanent, for example field maintenance, fence and lighting installation, etc., shall become party of the Property which is owned by the City; removable items such as pitching machines will remain the property of the Organization.

- **Concession Stand.** Organization shall have the exclusive right and responsibility to the concession stand operation located at Property. Subject to the current agreement between the City and the Lions Club for use of the concessions stand being terminated, the Organization shall have the right to the concessions beginning 30 days from the date of this signed Agreement. The responsibility of the cost and profit associated with the concession stands, and responsibility in obtaining the appropriate licenses and permits which are subject to all requisite state and local laws and permits.
- **Noise/Lights.** City waives the noise permit requirement and will allow lights to be on subject to: 1) Sunday through Thursday until 11 PM; 2) Friday and Saturday until midnight; 3) events requiring lights outside of these hours require City approval.
- **Maintenance.**
  - **Bathroom.** Organization shall be responsible for the maintenance, including the cost of supplies, septic removal, cleaning, and coolers, of the bathrooms located on Property, and shall keep them in good working order; the bathrooms are to remain open for public use; the City shall provide septic removal one time each month, if the septic needs to be removed more than once a month, the cost shall be the Organization's responsibility;
  - **Field Maintenance.** Organization is responsible and shall provide mowing, landscaping, and striping the field services;
  - **Snow Removal.** City retains right to deposit snow on parking lot of Property;
  - **Routine Maintenance.** Organization shall provide routine maintenance not otherwise specified in this Agreement and is responsible for the cost of the same and routine maintenance.
- **Utilities.** Organization is responsible for electricity provided to Property from March 1<sup>st</sup> until October 31<sup>st</sup>, or as long as they are using the Property. The park electricity use is metered separately.
- **Scheduling.** Organization shall be responsible for scheduling use of the Property and shall provide a contact person available to the public who will respond to all requests to use the baseball fields/Property.
- **No Pets Allowed.** The City shall enforce the "no pets" policy pursuant to City Ordinance 9.7.07.
- **City Park Funds.** The City has directed that a total of \$5,000 of its park maintenance and operation budget are to be redirected to the Organization, subject to the annual reporting requirement and that the funds are used for permanent improvements and maintenance of the Property. These funds shall be distributed in two installments of \$2,500 annually on May 1<sup>st</sup> and July 1<sup>st</sup>.
- **Annual Report.** Organization shall provide an annual activities and financial report to the City each year by December 1st. The financial report shall reflect how the funds from the City were spent.

- **Income.** Income generated from the sale of concessions, advertising, fundraising, or field rental between March 1<sup>st</sup> and October 31<sup>st</sup> is the property of the Organization.
- **Insurance.** Organization shall provide a certificate of insurance evidencing that it is insured by an authorized insurance carrier against all liability in any way arising from or pertaining to its use or activities as set forth in this Memorandum, whatsoever, in the general format of the youth sports league insurance industry standard, in the minimum limit amount of \$1,000,000, naming the City of Medford as an additional insured. The certificate shall be filed with the office of the City Clerk. Organization shall also add a waiver of rights to subrogate endorsement on their general liability policy in favor of the City.
- **Compliance With Laws/Indemnification.** Organization represents that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Organization shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Organization its officers, directors, employees, agents and consultants with respect to this Agreement.
- **Non-Employee Status.** Organization is not an employee of City and all persons furnishing services to Organization are employees, independent subcontractors, and/or volunteers of Organization and not of the City.

Dated this 2nd day of May, 2017.

**City of Medford**

Michael Wellner  
 Michael Wellner  
 City of Medford Mayor

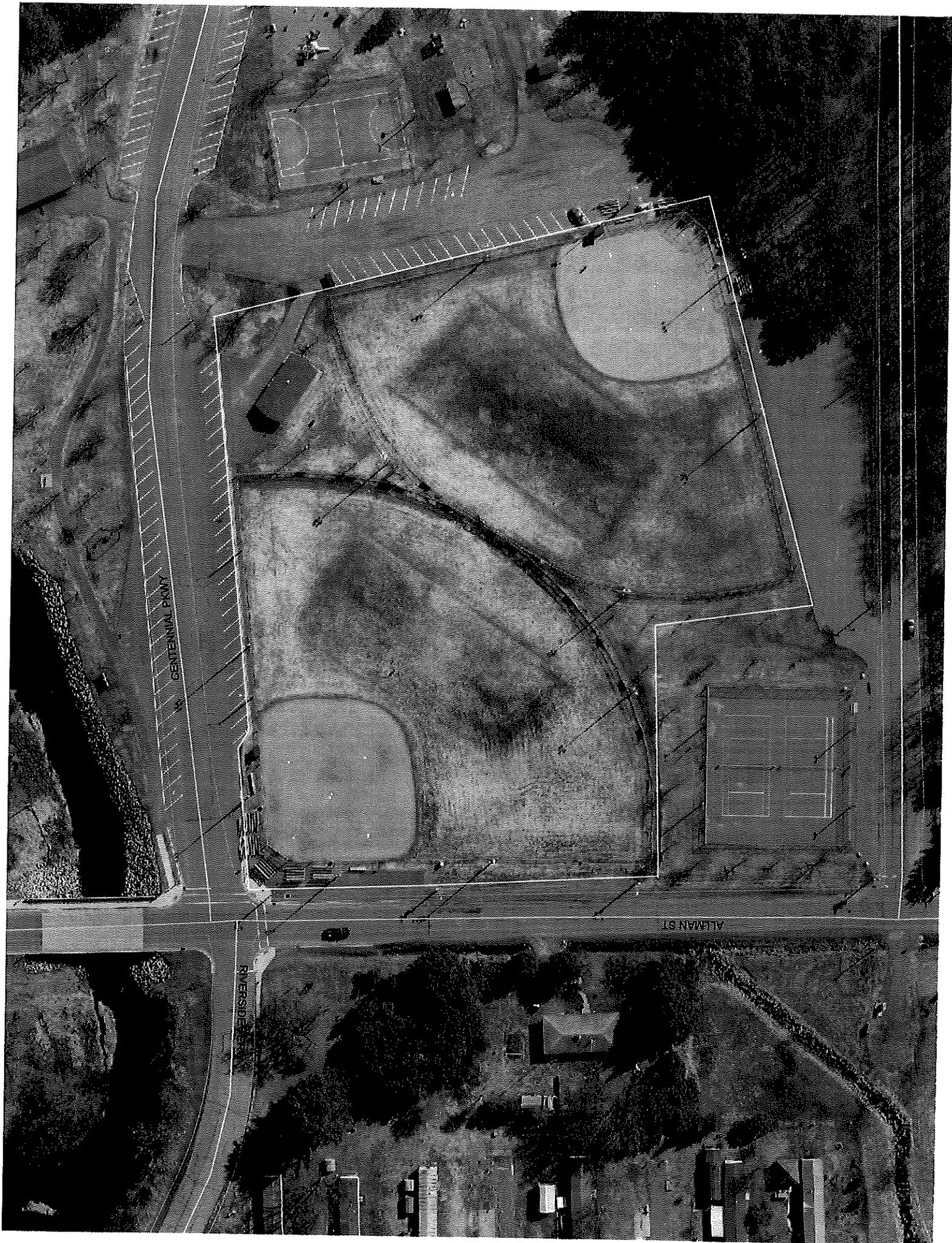
**Medford City Baseball, Inc.**

Thomas Mueller  
 Thomas Mueller, President  
 Medford City Baseball, Inc.

Attest:

Virginia Brost  
 Virginia Brost  
 City of Medford Clerk

Justin Hraby  
 Name: Justin Hraby  
 Secretary  
 Medford City Baseball, Inc.



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