



MINUTES

Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 422-6005

Business Services Committee

John A Krings, Chairman
John Benbow, Jr., Member
Katie Medina, Member
Mary E Rayome, President

February 1, 2010

LOCATION: Board of Education Conference Room A

TIME: 6:00 p.m.

COMMITTEE MEMBERS PRESENT: John Benbow, Jr., and Katie Medina

- I. The meeting was called to order at 6:00 p.m. by Chair Katie Medina.
II. Public Comment
III. Business Services
A. Wisconsin Rapids Youth Sports Association - Lease Agreement (Attachment A)
BS-1 A motion was made by John Benbow, Jr., and seconded by Katie Medina, that the changes to the lease with a term of 10 years be recommended for approval. The motion was carried.
IV. Updates and Reports
A. Purchases - Update
The Committee was updated on an order for a Technology purchase.
B. Sewage Utilities - Rudolph Elementary School - Update
The Village of Rudolph is looking into the costs of replacing or renovating their existing sewage treatment system versus constructing a pipeline to connect with the City of Wisconsin Rapids. Either option will result in increased sewage fees in the future for the Rudolph Elementary School.
C. City Water Rates - Update
Consideration is being given by the Water Works and Lighting Commission to file a request with the Public Service Commission for an increase in the City of Wisconsin Rapids water rates.
D. Wisconsin Department of Health Lead Paint Ruling - Update
In April 2010 the Wisconsin Department of Health is planning to disseminate a new lead paint ruling covering renovation of buildings built before 1978 that serve children less than 6 years of age. The new ruling will require each building to be surveyed to determine whether lead contaminates are located in the building and to provide training for staff making any renovation in the building.
E. Department of Public Instruction and Department of Natural Resources Mercury Ruling - Update
The State of Wisconsin has passed new regulations covering the purchase and use of mercury. The new regulations prohibit the use of free flowing mercury in instrumentation and measuring devices after October 2010. Unknown at this time is whether the District will be required to remove all mercury devices found in heating, ventilating and air conditioning components.

F. Prevailing Wage Rate – Update

As of January 1, 2010 all public entities must make an application to the Department of Workforce Development for a state wage rate determination for all projects costing over \$25,000. Schools must include language requiring the prevailing wage rates in all contracts and inform contractors that they must provide certified payroll records to the Department of Workforce Development on a monthly basis and post wage rates on the project site. School Districts are required to obtain an Affidavit of Compliance from each contractor before making the final payment.

V. Consent Agenda Items

The Committee members agreed upon the following consent agenda items:

BS-1 Wisconsin Rapids Youth Sports Association – Lease Agreement

VI. Future Agenda Items/Information Requests

Future agenda items of the Business Services Committee include, but are not limited to the following:

- 671.1 Travel Reimbursement Policy – Approval
- 2010-2011 Lincoln High School Trades House Selection – Approval
- Transportation contractor negotiations

The meeting adjourned at 6:19 p.m.

LEASE AGREEMENT

THIS LEASE, made and entered into as of the _____ day of _____, 2010, by and between the Wisconsin Rapids Public School, hereinafter called "Lessor", and the Wisconsin Rapids Youth Sports Association, hereinafter called "WRYSA" or "Lessee".

WITNESSETH:

1. **Premises.** For good and valuable consideration, Lessor does hereby lease and let unto Lessee the baseball fields, and adjacent areas customarily used in conjunction with the baseball fields, located the premises known as the Grant Elementary School property, 8511 County Road WW, Town of Grant, Portage County, Wisconsin. Said property is legally described as follows and is hereby referred to as "Premises":

That portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Twenty-two (22) North, Range Seven (7) East, further described as follows:

Commencing at the northwest corner of said parcel, proceed thence east along the north quarter line 950 feet, thence south parallel with the west line of said forty 680 feet, thence west parallel with the north quarter line of said forty 950 feet, thence north along the west forty line 680 feet to the place of beginning, excluding property dedicated for highway purposes.

The leasehold interest shall be year round regarding buildings and improvements on the premises, but shall be limited to April 15 through August 15 of each year regarding playing fields and adjoining areas; provided that Lessor shall not alter or cause damage nor destruction to said areas during the time period of August 16 through April 14 of each year.

2. **Purpose.** Lessee shall use the premises for the exclusive and limited purpose of youth sports activities and related activities and events together with storage of equipment used to support said activities both directly and indirectly.
3. **Term.** The term of this lease will be for a period of ten (10) years, commencing on the date of execution as set forth above.

This contract will be reviewed yearly on or before April 1st by both parties. The purpose will be to review contract language to ensure that it continues to meet the needs of both parties, and to identify or address any new items of concern among the parties.

At this time, the Lessee shall give the Lessor the name, address and telephone number of person or persons having authority from WRSYA to manage the facility. The name shall be given to the buildings & grounds director or their designee.

4. **Automatic Extension of Lease.** This lease shall automatically be extended each year upon the same terms and conditions as set forth herein for an additional year, unless either party shall notify the other of termination prior to February 1 of each calendar year.
5. **Reservation of Rights.**

- a. Entry on, and use of, premise. Lessor may enter upon and use the premises for all physical education purposes, scholastic activities and other school functions, provided that such use during April 15 – August 15 of each year shall be limited to regularly scheduled school days and hours. Such entry shall not in any event include access to, or use of buildings, utilities, lighting, or equipment on the premises, but shall specifically include use of ball fields.

If the Lessee has scheduled maintenance or a use that would limit the Lessor's use of the premises, Lessee shall give at least 72 hours notice to Lessor of such maintenance and/or use.

- b. Future construction on premises. Lessor reserves the right to, void the lease and, use the premise for future buildings projects in the event of unforeseen and unanticipated programming demands requiring building or physical improvements, e.g., additional state or federally mandated programs or building or septic system failures. Lessee's access to, and use of, the premise and other rights under this Lease are subject to this reservation by the Lessor. Lessor shall notify WRYSA prior to February 1 of the calendar year in which this lease is modified or terminated pursuant to this provision.

6. Lessor Covenants.

- a. When the premises is used by Lessor, Lessor shall be responsible for costs and labor associated with using the premises.
- b. Lessor shall authorize and allow Lessee, during Lessee sponsored events, the exclusive right to sell concessions, excluding alcoholic beverages and tobacco products and Lessee shall retain all profits.

Alcoholic beverages are not allowed in school buildings or on school grounds. Alcoholic beverages are defined as, but not limited to intoxicating liquors and fermented malt beverages. Smoking or the use of tobacco products, or controlled substances is not permitted in school buildings or on school grounds.

- c. Lessor shall allow Lessee and its members to utilize the existing parking at Grant Elementary School when school is not in session.
- d. Weapons. No individual shall possess or use a dangerous weapon in school buildings or on school grounds during any event. A dangerous weapon is defined as a firearm (loaded or unloaded), knife (exception for food concessions), razor, martial arts device, explosive device, metal knuckle, or any other object, which is used or intended to be used to inflict bodily harm. Individuals who violate this policy, shall be referred to law enforcement officials and shall be subject to state and federal laws.

7. Lessee Covenants.

- a. Lessee shall pay for and provide Lessor with a certificate of insurance in the amount of one million dollars (\$1,000,000.00), General Liability coverage, and \$1,000,000 Property Damage coverage, naming the School District of Wisconsin Rapids as additional insured as required. The cost of the insurance is to be paid by the Lessee. A copy of the Certificate of insurance must accompany the contracts you return. Said policy shall provide coverage for Lessee, shall list Lessor as an additional

insured, and shall provide participant coverage for all teams, entities or individuals whose use of the park or observation of events is to occur as a result of Lessee organized activities, practices and/or competitions. Possession by Lessor of said certificate shall be required prior to execution of this Lease. In the event that coverage requirements are changed by the Lessor, Lessee shall have sixty (60) days to provide Lessor with a new certificate of insurance conforming to the applicable requirements. The Lessor does not hereby waive any statutory or other limitation regarding suits that may be brought against it or damages levied against it.

The lessee shall not be permitted to sublease or schedule other groups to use the facility without Lessors permission. Such groups will provide the Lessor with proof of insurance as required by the Lessor.

- b. Lessee shall indemnify and hold Lessor harmless from and against all claims, damages, demand, suits or causes of action resulting from injury to persons or property arising out of use of the premises by Lessee and/or those teams, entities or individuals whose use, participation in events, or observations to occur as a result of Lessee organized activities, practices and/or competitions. Notwithstanding any written agreement between the parties, under no circumstances shall an employee, agent or servant of Lessor be considered an employee, agent or servant of the Lessee so as to subject the Lessee to the provisions of the Worker's Compensation Act.
- c. Lessee shall be solely responsible for identifying teams, entities and individuals who seek to participate or observe baseball practices and competitions, and those ancillary activities normally associated with practices and competitions, sponsored by Lessee, and for excluding those teams, entities or individuals who are not covered under the liability insurance policy purchased by Lessee, or whose observance or participations unacceptable to Lessee. This paragraph shall not be construed to require Lessee to deny or prevent access to third parties using the premises without the approval of WRYSA and at times when WRYSA sanctioned activities are not in progress.
- c. Lessee **shall be** responsible for all maintenance of the premises including, but not limited to, **lighting system, building structures, fencing, bleachers, driveways and parking lots, and grounds during the lease.**
Septic System – The septic holding tank shall be maintained by the lessee and all costs associated with its operation paid by the lessee. The Portage County holding tank reports will be handled and filed by the Lessor and any cost to be paid by the Lessee. The Lessee and lessor shall agree to which septic contractor will be used.

Sprinkler Well Operation- The Lessee will operate and maintain the sprinkler pump well on the property at their cost. The Lessee will provide the Lessor with an annual report on the gallons of water pumped. The Lessor will maintain records and reports required by the State of Wisconsin (DNR).
- e. When the premises are used by Lessee, Lessee shall remove from the premises any garbage or litter within twenty-four hours of the end of any use. If the Lessee shall on three occasions fail to so remove garbage or litter, then the Lessor on any future such occasion may have the same removed and bill the cost of removal, including labor charges to the Lessee.
- f. Subject only to paragraph 6 (a) of this lease, Lessee shall be responsible for all utilities associated with the buildings and fields on premises.

- g. The prior written approval of the Lessor shall be obtained before the Lessee makes any improvements to the premises.
 - h. Lessee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination.
8. Lessee's Default. If any term, condition or covenant of this Lease is violated or neglected by Lessee, and such violation or neglect continues for (30) days after written notice thereof, or upon abandonment of the premises by Lessee, then Lessee does hereby authorize and fully empower Lessor, at Lessor's option, to annul and cancel this Lease at once, to re-enter and remove all persons and their property there from, and to use such force and assistance in effecting and perfecting such removal as Lessor may deem advisable to recover at once full and exclusive possession of all said Premises, whether in possession of Lessee or of third persons or vacant.
9. Lessor's Default. Lessor shall perform each and all of the terms, covenants and agreements herein set forth to be performed by Lessor and, if at any time there is a default on the part of the Lessor in the performance or observance of any term, covenant, provision or agreement to be observed and performed by Lessor, and such default continues for a period of thirty (30) days after written notice, Lessee's remedy shall include termination of this Lease, and the right to thereupon vacate the premises or any other remedy available at law or equity.
10. Eminent Domain. It is mutually understood and agreed that in the event of the taking of the premises or a portion thereof by eminent domain by an entity other than Lessor:
- a. The obligation of Lessee shall not be affected if the portion taken be minor or negligible.
 - b. That Lessee shall have the option to terminate this Lease, if the portion of the premises taken shall be of sufficient magnitude to render the remainder thereof unfit for the conduct of Lessee's activities in its usual manner of operation. Lessee shall have no claim or right to damages of any kind from Lessor in the event of a Lease termination under this paragraph.
11. Assignment. Lessee may not assign this Lease without the prior written consent of the Lessor.
12. **Novation. Lessor and Lessee acknowledge and agree that execution of this lease replaces and nullifies all previous lease agreements entered into between the parties.**
13. Entire Agreement. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change,

modify, discharge or effect an abandonment of it in whole or in part, unless such agreement is in writing and signed by both parties.

14. Notices. All notices given pursuant to this Lease shall be made in writing to the following persons and addresses and no notice shall be effective unless given as provided herein provided that notice to said persons shall be deemed effective if given to the person apparently in charge of the identified person or entity's office.

_____ (Name)
Wisconsin Rapids Youth Sports Association

Telephone: _____

_____ (Name)
Wisconsin Rapids Youth Sports Association

Telephone: _____

Notice to Lessor:

Wisconsin Rapids Public Schools
510 Peach Street
Wisconsin Rapids, WI 54494-4698
Telephone: 715-422-6000

Wisconsin Rapids Public Schools
510 Peach Street
Wisconsin Rapids, WI 54494-4698
Telephone: 715-422-6000

IN WITNESS WHEREOF, they set their hands and seals this ____ day of _____, 2010.

LESSOR:

WISCONSIN RAPIDS PUBLIC SCHOOLS,
a municipal corporation

LESSEE:

WISCONSIN RAPIDS YOUTH
SPORTS ASSOCIATION

By: _____
President

By: _____
President

By: _____
Secretary/Clerk

By: _____
Secretary