

CITY OF FORT THOMAS – FORT THOMAS BOARD OF EDUCATION

**LEASE AGREEMENT FOR IMPROVEMENT AND USE OF
SOFTBALL FIELD
AT
WINKLER PARK**

This Lease Agreement is made and entered into by and between the City of Fort Thomas, Campbell County, Kentucky, a municipal corporation of the fourth class, hereinafter referred to as “City”, and the Fort Thomas Independent School District of Fort Thomas, Kentucky, hereinafter referred to as “Board”.

WHEREAS, the City and Board have in the past worked together cooperatively in an effort to share facilities and otherwise meet the needs of the City and the Board; and

WHEREAS, the City acquired certain real property, known as Winkler Park, Fort Thomas, Campbell County, Kentucky, by virtue of deed of record in **Deed Book 341, Pages 180-191 on October 10, 1960**, of the Campbell County Clerk’s records in Newport, Kentucky; and

WHEREAS, the Highlands High School softball program has presented a proposal to the City that outlines certain improvements to a field in Winkler Park, which would accommodate their needs and desire to use said improvements to accommodate the Highlands High School softball program; and

WHEREAS, the Board has agreed to assist the Highlands High School softball program in the overall implementation of the proposed Softball Field.

NOW, THEREFORE, the City and the Board agree to the following terms and conditions contained within this Lease Agreement, including:

ADVERTISING

1. At the request of the Board, the City shall construct a Softball Field at Winkler Park, the cost of which will be underwritten by the City, and is estimated at \$150,000. The improvements shall include excavation, grading, storm sewer, utilities, field drainage, fencing, and other ancillary improvements as indicated on the site plan attached hereto and incorporated herein at “Exhibit A”. All improvements shall be and remain the property of the City.
2. The City will continue to control and coordinate the scheduled use of the Softball Field and Winkler Park for any and all activities, recognizing a priority status for use of the Highland High School softball team during its softball season. However, it is understood by the parties that the City reserves the right, at any time during the softball season, to schedule the use of the facility in the event of extenuating circumstances or other unforeseen conditions. In the event of such temporary circumstances affecting the Highlands High School softball program, the City shall make every effort to provide an alternate facility for use by the Softball program. Additionally, the City reserves the right

to approve or disapprove the use of the Softball Field for all post-season tournament games. Both parties acknowledge the importance of advanced planning and coordination for all games in an effort to minimize the impact of parking and traffic upon other users of Winkler Park.

3. The City's General Services Director and the Board's Athletic Director shall meet at least annually for the purpose of coordinating program scheduling as it relates to the use of the Softball Field at Winkler Park.
4. The City will be responsible for ordinary and normal maintenance and repair of the Winkler Park Softball Field, including, but not limited to, mowing grass, reseeding, raking the infield, cleaning restroom facilities, etc., as necessary. Repair, maintenance and replacement of improvements used primarily in conjunction with the Highlands High School softball shall be the responsibility of the Board. The Board will provide the required preparation of the softball field for all scheduled games, including marking of baselines.
5. This Lease Agreement shall be for a period of one (1) year beginning on the date of execution of this Agreement. This Lease shall automatically renew annually for fourteen (14) successive years unless the Board gives ninety (90) days notice of its intent to cancel the same. Annual lease payments shall be due and payable on January 1st of each year beginning on January 1, 2014 and annually thereafter in accordance with the following schedule.

<u>DATE</u>	<u>LEASE PAYMENT DUE</u>
1/1/2014	\$ 9,916
1/1/2015	\$10,166
1/1/2016	\$10,416
1/1/2017	\$10,666
1/1/2018	\$10,916
1/1/2019	\$11,166
1/1/2020	\$11,416
1/1/2021	\$11,666
1/1/2022	\$11,916
1/1/2023	\$12,166
1/1/2024	\$12,416
1/1/2025	\$12,666
1/1/2026	\$12,916
1/1/2027	\$13,166
1/1/2028	<u>\$13,426</u>

Total Lease Payments: \$175,000

Should the Board give notice of its intent to cancel the Lease prior to the fifteenth year, said notice of cancelation shall be accompanied by a check made payable to the City in accordance with the following schedule:

<u>DATE</u>	<u>CANCELATION FEE DUE</u>
2014	\$165,084
2015	\$154,918
2016	\$144,502
2017	\$133,836
2018	\$122,920
2019	\$111,754
2020	\$100,338
2021	\$88,672
2022	\$76,756
2023	\$75,540
2024	\$64,590
2025	\$52,174
2026	\$39,508
2027	\$26,592
2028	\$13,426

The City shall prepare and mail an invoice for said lease payment not less than 30 days prior to the due date. The Board shall remit the lease payment not less than thirty (30) days after the due date.

6. In an effort to allow the Board to raise revenue, the City shall permit the Board to contract with advertisers to install signage. Such signage shall only be permitted to be attached to the Softball Field's outfield fence a distance of 50 feet to the left and right of the center of the scoreboard for a total combined distance of 100 feet. Such signage shall be permitted to remain displayed only fourteen (14) days prior to the first regular season home game of the Highlands High School softball team through seven (7) days after the last regular season home game or last post-season tournament game if such game(s) are conducted at said Softball Field.
7. All improvements described herein or approved and installed in accordance with the terms of this or subsequent Lease Agreements shall become and remain the property of the City; with the exception of the scoreboard, which shall remain the property of the Board.
8. The Board shall assume all liability for injury to persons or property by reason of its use of the leased property at times the leased property is being used for any purpose relating to or by the Highlands High School softball program. The Board shall name the City as additional insured for said purpose.
9. This Lease Agreement is not assignable.
10. This Lease Agreement supersedes any and all previous agreements, whether verbal or written, in conflict herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the City of Fort Thomas, Kentucky, by Mary H. Brown, its Mayor, being duly authorized by the action adopted by the Board of Council of said City, and the Board of Education of Fort Thomas, Kentucky, by Karen Allen, Board Chair, thereunto duly authorized by the Action of said Board of Education.

Witness:

Melissa Kelly, City Clerk Date

Witness:

Date _____