

CITY OF FORT THOMAS - FORT THOMAS BOARD OF EDUCATION

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

This First Amendment to the Lease Agreement For Improvement and Use of Softball Field at Winker Park 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 entered into a Lease Agreement in 2014 in order to permit the Fort Thomas School District use of Winkler Park for use by Highland High School's Softball program; and,
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 and the Board have agreed upon certain additional improvements to be made to the field consisting of lighting, and the parties desire to amend the original lease agreement in order to provide for the funding of the lights by the Board, and installation by the City, and to extend the term of the lease agreement in order to allow the Board to recover the value of its investment in the lights by extending the period of the lease agreement for eight years, commencing on January 1, 2029, with an option to renew for an additional ten years up to and through December 31, 2046;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

FUNDING AND INSTALLATION OF LIGHTS ON THE SOFTBALL FIELD

1. The City shall purchase and install field lights at Winker Park, and invoice the Board for the cost of the purchase and installation of the lights in the amount of \$ 242,600.00. The Board shall remit payment to the City within 30 days of receipt of the invoice. As consideration for the Board's payment for the lighting improvement to Winkler Field, the length of the original lease agreement and the amounts for the Board's lease payments shall be modified in accordance with this Amendment.
2. The City will continue to maintain ownership of Winkler Field, however the City will allow the Board to maintain and schedule the designated softball field playing complex as appropriate with school and community need, consistent with the terms of the original Lease Agreement. It is understood by the parties that the City reserves the right in collaboration with FTIS (the Board) to schedule the use of the facility in the event of extenuating circumstances or other unforeseen conditions.

It is understood by both parties, that any other permanent improvements to Winkler field by the Board will not occur without prior written approval from the City. Both parties acknowledge the importance of advanced planning and coordination in an effort to minimize the impact of parking and traffic upon other users of Winkler Park.

3. The City's General Services Director, Board's Director of Operations, and/or the Board's Athletic Director shall continue to 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 Board and City will work collaboratively to plan 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. The original Lease Agreement is set to expire on December 31, 2029. It shall continue in full force but the lease payments from the Board to the City shall be modified so that the Board will pay the remaining two payments on the previous lease improvements, in addition to the lease amount. The parties agree that the lease payment for rental for the field in 2027 is \$6,545.00, and the amount due for rental in 2028 is \$6,741.35. Thus the total payments due by the Board to the City for 2027 and 2028 under the Lease Agreement shall be:

Date	Lease Payment Due
1/1/27	\$19,000.26
1/1/28	\$19,260.26

Upon the payment by the Board of \$19,260.26 on 1/1/2028, the Board's obligation to reimburse the City for improvements under the original lease agreement shall be fully satisfied, and the Board shall be released from any further obligations on the improvements which were made to Winkler Field as part of the original lease agreement.

6. Effective 1/1/2029 this Lease Agreement shall extend for a term of eight (8) years, up to and including 12/31/2036, and shall automatically renew for one (1) more additional ten year term on 1/1/2040 unless either of the parties provides written notice to the other at least ninety (90) days prior to 12/31/2036 of that party's intention not to renew the lease agreement.
7. The schedule of payments for the Lease Period from 1/1/2029 through 12/31/2036 shall be as follows:

Date	Lease Payment Due
1/1/2029	\$6,009.29
1/1/2030	\$6,189.57
1/1/2031	\$6,391.35
1/1/2032	\$6,599.70

1/1/2033	\$6,814.85
1/1/2034	\$7,037.02
1/1/2035	\$7,266.42
1/1/2036	\$7,503.31

8. In the event that the Lease Agreement automatically renews for an additional ten (10) years commencing on 12/1/2037 then the lease payment shall be calculated in an amount which shall be the previous year's payment plus an increase based upon the then current year's Consumer Price Increase as calculated by the U.S. Bureau of Labor and Statistics.
9. The Lease Agreement and any Amendment thereto may be terminated by either party without cause by giving written notice to the other at least ninety (90) days prior to the intended date of termination. In the event that the City terminates the lease agreement at any time prior to December 31, 2036, then the City shall reimburse the Board's cost for the purchase and installation of the lights. Calculation of the reimbursement shall be on a pro-rata basis, with the cost for reimbursement decreasing by five percent in each year of the lease agreement. If the City terminates the contract on or before December 31, 2028, the Board shall be reimbursed the full cost of the lights purchase and installation; and thereafter, the amount shall be reduced by 5% in each calendar year, commencing on January 1, 2029.
10. In the event that the Board terminates this Lease Agreement without cause prior to the end of this Agreement, the Board shall forfeit any claim or demand for reimbursement for the lights purchased and installed by the City.
11. Any party may terminate this Agreement for a material breach by the other and may seek actual damages, including full reimbursement of monies paid for the installation and purchase of the lights, in the event that there has been a material breach of contract. For the purpose of this Agreement the Board engages in a material breach of contract if it fails to pay the lease payments, after having been given an opportunity to cure, or if it fails to maintain the fields consistent with the terms of the original Lease Agreement. The City engages in a material breach if it denies the Board access to the property or unreasonably interferes with or the School District's scheduling and use of the field for its softball program.
12. All other terms and conditions of the original Lease Agreement, not inconsistent with these terms and conditions of this Amendment, shall remain in full force and effect, and are incorporated by reference hereto, as if fully set forth within this instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the City of Fort Thomas, Kentucky, by the City through its Mayor, being duly authorized by action of the Fort Thomas City Council, and the Chair of the Fort Thomas Independent Board of Education, being duly authorized by the action of said Board of Education.

CITY OF FORT THOMAS, KENTUCKY

Witness:

Mayor Date

Date

FORT THOMAS BOARD OF EDUCATION

Witness:

, Board Chair Date

Date