

LEASE AGREEMENT

For property at 2425 S. 35th Street, Milwaukee

This Lease Agreement is between the MILWAUKEE METROPOLITAN SEWERAGE DISTRICT ("the Lessor") and the CITY OF MILWAUKEE ("the Lessee") for the use and occupancy of the land and improvements (excluding outbuildings on western edge of property) at 2425 S. 35th Street in Milwaukee, tax key #4930012000 ("the Property") by the Lessee's Police Department (the "Department"):

1. Term and Rent. For good and valuable consideration, the receipt of which is acknowledged, Lessor agrees to lease the Property to Lessee, commencing on March 1, 2020 and ending on August 30, 2020. Lessee is not required to pay any monetary rent to Lessor. This lease will not be extended and Lessee may not holdover, except by separate written agreement between the parties.
2. Use and Occupancy: Lessee's right to occupy the Property is exclusive, subject only to allowing Lessor, its employees, agents and contractors to access the Property for Lessor's own purposes, provided advance notification of such access is given to and coordinated with a designee of Lessee's choosing. Lessee may secure areas of the Property, which Lessor may access only with an escort designated by Lessee. Lessee may not lease, sublease or permit use of the Property by any other third party, except that other law enforcement and/or security personnel associated with the Democratic National Convention may occupy the Property at Lessee's sole discretion. Lessee may use all the fixtures and moveable property including, but not limited to security cameras, located at the Property on the commencement date, but may not remove any fixtures or moveable property without separate written permission of the Lessor. Lessee shall comply with all laws and regulations of the Federal, State, County and municipal authorities as applicable to the Property. Lessor does not warrant or guaranty the fitness, physical condition or suitability of the Property for Lessee's intended uses or for any particular purpose.
3. Lessee's personal property: Lessee may bring to the Property any equipment, security systems, or other personal property needed for the operation of the Department. Lessor shall have no ownership or other interest in such personal property brought to the Property. Any personal property brought to the Property by Lessee will be removed by Lessee at the termination of the lease.
4. Repairs and maintenance: Lessee shall be solely responsible for all necessary repairs and maintenance of all fixtures, improvements and personal property at the Property. The necessity of such repairs or maintenance shall be at Lessee's sole discretion. Lessee understands that Lessor will not invest any money to maintain the Property, even if it becomes unfit to occupy prior to the end of the lease. Lessor is not obligated to make any repairs or maintain the Property, nor locate or provide a substitute or replacement property for Lessee. Lessee shall be solely responsible for any charges, assessments or other fees required by the City of Milwaukee or other municipal agency, including but not limited to special assessments, penalties, ice and snow removal charges, and fire inspection charges. Lessee may make minor alterations to the Property, but shall not make any structural alterations without separate written permission of Lessor.
5. Utilities: Lessee shall be solely responsible for all costs and fees associated with all utilities for the Property, including, but not limited to, water, sewer, gas, electric, telephone, cable, telecommunication, internet, garbage and recycling. Said utilities services shall be placed in the name of Lessee, and Lessee shall completely indemnify and hold Lessor harmless for such costs charged during the term of this lease by any utility service provider. Average gas, electric, water and sewer costs for operation of the Property are estimated at \$14,000 per month based on previous billings, charges and fees.

6. Encumbrance: The Lessee shall in no manner encumber or allow to be encumbered by third parties, Lessor's title and interest in the Property, and shall, upon notice from Lessor, take whatever actions are necessary to release such encumbrance from the Property.
7. Environmental: Lessee shall indemnify and hold harmless the Lessor and its officers, employees and agents from and against any and all actual or potential claims, proceeds, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, (collectively, "Claims") that arise out of or relate in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migration, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials (collectively "Actions") resulting from Lessee's occupancy of the Property and responsibilities first arising under this lease. This indemnification shall survive the completion of the lease term. Lessor does not warrant in any way the environmental status of the Property. However, Lessor does warrant that at the time of the commencement of this lease and throughout its term, Lessor is not taking any Actions with regard to hazardous materials, including but not limited to removal or disturbance of asbestos, in, on or through the Property. Lessee's obligations to indemnify and hold harmless the Lessor under this section shall not include any Claims resulting from Actions taken by Lessor at any time. Lessor shall indemnify and hold harmless the Lessee for any Actions taken by Lessor in, on or through the Property either before or during the term of this lease that result in any Claim against Lessee.
8. Indemnification: Lessee shall indemnify and hold Lessor harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney's fees, by or on behalf of any person, party or government authority whatsoever arising out of (i) any failure by Lessee to perform any of its obligations under this lease, (ii) the intentional or negligent acts or omissions of Lessee in Lessee's use of the Property that results in any accident, injury or damage occurring, on, in or about the Property. This paragraph is subject to any statutory defenses and limits on liability available to Lessee under Wisconsin law.
9. Termination for Convenience. Notwithstanding anything to the contrary contained herein, Lessee may, in its sole discretion, and without cause, and for any reason, including no reason, terminate this lease at any time upon one month's advance written notice to the Lessor.
10. Notification: Any notifications under this lease shall be made to the following parties:

Lessor:

Beth Smith

bsmith@mmsd.com

414-225-2275

260 W Seeboth Street

Milwaukee, WI 53204

Lessee:

Captain Derrick Harris

Milwaukee Police Department

dharri@milwaukee.gov

414-935-7216 office/414-218-9279 cell

4715 West Vliet Street

Milwaukee, WI 53208

Captain Daniel Thompson

Milwaukee Police Department

dpthom@milwaukee.gov

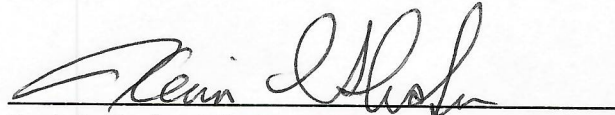
414-935-7741 office

749 W. State Street

Milwaukee, WI 53233

LESSOR: MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

BY:



Kevin L. Shafer, P.E., Executive Director

Date: 2/7/2020

Approved as to form:



MMSD Legal Dept.

LESSEE: CITY OF MILWAUKEE

BY:

Tom Barrett, Mayor

Date: _____

BY:

James R. Owczarski, City Clerk

Date: _____

BY:

Martin Matson, Comptroller

Date: _____

Approved as to form:

Mary L. Schanning
Deputy City Attorney