



January 28, 2008

The Honorable Mayor Gary Becker
Mayor's Office
730 Washington Avenue
Racine, WI 53403

Dear Mayor Becker:

In 1992, Lincoln Lutheran of Racine and the City of Racine entered into a 15-year agreement to repair, resurface and maintain the City's easterly parking lot proximate to our facility at 2000 Domanik Drive. This agreement expired in 2007.

Therefore, Lincoln Lutheran is requesting a 15-year renewal of that agreement under the same terms and conditions of the original agreement. I will leave to your discretion the start of the renewal term if approved, i.e. post-dated to August 27, 2007 which is the actual date the agreement expired, or use a start date of when the new agreement is actually signed in 2008.

We will continue to maintain, snow plow, etc. the lot until such time as we hear from you and the City of Racine Common Council your intentions regarding a renewal.

Please call me at 898-2723 with any questions or concerns you may have.

Sincerely,

Rev. Daniel R. Risch
Chief Executive Officer

/Attachment

Cc: Mr. Donnie Snow, Director
City of Racine Dept. of Parks & Recreation



RECEIVED

JAN 29 2008

CITY ATTORNEY

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between LINCOLN LUTHERAN OF RACINE, WISCONSIN, INC. (Lincoln Lutheran) and the CITY OF RACINE, WISCONSIN (City).

WHEREAS, Lincoln Lutheran is desirous of providing parking for its employees, visitors and vendors; and

WHEREAS, the City's easterly parking lot at Lincoln Park is proximate to Lincoln Lutheran's facility at 2000 Domanik Drive; and

WHEREAS, The City parking lot is presently maintained by Lincoln Lutheran and,

WHEREAS, Lincoln Lutheran is desirous of continuing to maintain said parking lot at its own expense under certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. Lincoln Lutheran agrees to:

1. Repair and resurface as is reasonably necessary at its sole cost and expense, the complete easterly parking area at Lincoln Park in accordance with standard specifications used by the City for such work, including striping to indicate parking spaces and direction of travel, the configuration of which shall be approved by the Director of Parks, Recreation and Cultural Services or his designee prior to performance.
2. Hold harmless and indemnify the City, its officers, agents, departments and employees from and against any and all liability, claims or damages arising from use of said parking area by Lincoln Lutheran, its employees, visitors and vendors during the term of this agreement or any extension thereof.
3. To maintain during the term of this agreement or any extension thereof, a policy of insurance including general liability and automobile liability insurance in a minimum amount of \$1,000,000 combined single limit which names the City of Racine as an additional insured with reference to use of the parking lot specified in paragraph A.2. above.
4. To provide for snow plowing of the lot as necessary for the use of the parking lot by Lincoln Lutheran and maintenance and repair of the lot during the term of this agreement and any extension thereof.

B. The City agrees to:

1. Allow Lincoln Lutheran to perform the work on City property as described in paragraph A.1. above.
2. Grant to Lincoln Lutheran the right to exclusive reserved use of the five (5) easterly parking spaces on both the north side and south side of the parking lot, for purposes of parking personal vehicles Mondays through Fridays from 7:00 A.M. to 5:00 P.M., and pursuant to Sec. 7.05.240 of the Municipal Code, as amended, during the hours Lincoln Park is closed.
3. Allow Lincoln Lutheran to use the remainder of the parking lot on an "as available" basis for the parking of personal vehicles.
4. Hold harmless and indemnify Lincoln Lutheran from and against any and all liability for injury to persons or damages to property at said parking lot when such injury or damage arises from acts or omissions of persons present at the lot on matters not relating to Lincoln Lutheran.

C. TERM. This agreement shall be in force and effect for a period of fifteen (15) years from the date first stated above.

Dated this _____ day of _____, 2008.

LINCOLN LUTHERAN - Lincoln Lutheran of Racine, Wisconsin, Inc.

By: _____

Title: _____

CITY – City of Racine

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form:

City Attorney