

**COOPERATIVE AGREEMENT PURSUANT TO SECTION 66.30 WISCONSIN STATUTES  
BETWEEN THE VILLAGE OF DENMARK AND THE BOARD OF EDUCATION FOR THE  
SCHOOL DISTRICT OF DENMARK FOR THE MAINTANENCE OF THE HIGHRIDGE  
BASEBALL DIAMOND PARK PROPERTY.**

Whereas, the Village of Denmark had been awarded a grant through the State of Wisconsin Department of Natural Resources for the park land acquisition and Development of Local Parks Program, and

Whereas, the Board of Education for the School District of Denmark is eager to have the students of the District have access and use of the park; and

Whereas, the Board of Education for the School District of Denmark wishes to make a contribution to certain maintenance responsibilities which would be beneficial for Village residents and students of the School District; and

Whereas, the Village of Denmark and the Board of Education for the School District of Denmark are desirous of forming this partnership for the maintenance of the park.

Now therefore, be it resolved that the Village of Denmark and the School District of Denmark mutually agree on the terms and conditions of an Intergovernmental Agreement for the maintenance of the Highridge Baseball Diamond Park property.

**CONTRACT**

For good and valuable consideration, including the mutual covenants contained herein, the Village of Denmark and the Board of Education for the School District of Denmark do hereby enter into the following contract pursuant to section 66.30, Wisconsin Statutes.

1. **INTENT:** The intent of the Agreement is to set forth the responsibility of the parties for the park property maintenance responsibilities thereto including any future construction of the ball diamond or related accessory structure and uses.
2. **DEFINITIONS:** For the purposes of this Agreement, the following terms shall be defined as follows:
  - A. The term "Village" shall mean the Village of Denmark.
  - B. The term "School District" shall mean the Board of Education for the School District of Denmark.
  - C. The term "Park" shall refer to that property which is identified on the certified survey map consisting of 7.08 acres, a copy of which is attached hereto and made part of this Agreement.
  - D. The term "Park Improvements" shall include but not limited to grading, tiling seeding, construction offences, or any construction to any of the structures on the site.
3. **VILLAGE RESPONSIBILITY:** During the term of this Agreement the Village shall have the following responsibilities:
  - A. At all times during the terms of this Agreement the Village will maintain ownership of the Park property including any improvements or facilities constructed on the Park property and the Village Board will have the ultimate responsibility for the management of the Park and the Park facilities.

- B. The Village will carry comprehensive property and liability insurance for the Park Property and Improvements.
- C. The Village will maintain the outfield grass cutting outside the fence on the residential side of the complex (southeast) along with fertilizing and watering of the field when needed. (The district cuts the other portion of the complex).

4. **DISTRICT RESPONSIBILITY:** The District shall have the following responsibilities:

- A. The School District shall have the following maintenance items: maintaining the ball diamond during April and May to include grass cutting, dragging the infield, lining the field, fertilizing the infield, cleaning of the bathrooms during the school year. Supplies to maintain the park and the concession stand such as toilet paper; toweling will be purchased by the School District.
  - 1. During the summer months (June-September), the Village will maintain the baseball diamond including dragging the infield and cleaning the bathrooms. The Village shall be responsible for all other maintenance not specifically addressed in this agreement. If either party performs maintenance work that is not their responsibility it shall be reimbursed by the other party for the reasonable costs thereto.
- B. The District shall maintain the facilities such as the fence and bleachers on a year-round basis.
- C. The District shall carry comprehensive liability insurance for school sponsored events on park property.
- D. Scheduling of practices and games during April/May will be maintained by the school and schedule will be posted on the School District website and linked to the Village website.
  - 1. For scheduling organizations wishing to use the ball diamond complex during the school year would be required to submit requests to the School District. During the school year, school events would have priority. During the summer months (June August) the Village will handle scheduling for the baseball complex.
  - 2. In reference to regular scheduled games, no game will commence after 7:30p.m. After regular scheduled games, (30) minutes after completion of the game, the concession stand will close, and all doors will be locked. In reference to the stadium and concession stand lights; the stadium lights (outfield) will be shut off(15) minutes and the (infield) lights will be shut off (30) minutes after the game is completed. The lights for all other facilities will be shut off (30) minutes after the game is completed.

5. **CONDITIONS:**

- 6. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- 7. **MODIFICATION:** This Agreement may be amended or modified only by written instrument duly executed by the parties.
- 8. **NOTICES:** Any notice required hereunder shall be given in writing signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested to the parties' respective addresses as set forth below.

TO THE VILLAGE:

Village of Denmark ATTN: Village  
President P.O. Box 310  
Denmark, WI 54208  
Cc: Clerk/Treasurer

TO THE DISTRICT:

Denmark School District  
ATTN: District Superintendent  
450 North Wall Street  
Denmark, WI 54208

- 9. COUNTERPARTS: This agreement may be executed in any number of counter parts each of which shall be deemed an original.
- 10. BENEFIT BINDING EFFECT: This agreement shall be binding upon the parties hereto, provided, however, that a party's interest in this Agreement may not be assigned or transferred voluntarily, involuntarily or by operation of law without the prior written consent of the other party.
- 11. DISPUTE RESOLUTION: In the event that a dispute arises concerning the operation of this Agreement, the parties would convene a meeting to resolve the dispute.
- 12. TERM: This Agreement shall remain in full effect through September 1, 2010. This Agreement will renew automatically for five year periods for a final maximum term ending on September 1, 2020. This Agreement may be terminated at an earlier date by mutual agreement of the parties.

Dated this \_\_\_\_\_ day of August, 2008.

VILLAGE OF DENMARK

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Clerk/Treasurer

Dated this \_\_\_\_\_ day of August, 2008

DENMARK BOARD OF EDUCATION FOR THE SCHOOL  
DISTRICT OF DENMARK

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
President-Board