

**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: Highway Department: Public Works

Proposal Summary (attach explanation and required documents):

Resolution to lease Kenosha County Property at Kenosha County Highway Storage Yard to Kenosha Achievement Center - Western Kenosha County Transit Services. Attached is the resolution and lease agreement

Dept./Division Head Signature: *Clement Abongwa* Date: 2-16-23

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: *Shelly Biceinsley* Date: 2-16-23

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: *Jan Kys* Date: 2-16-23

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: *Sandra Lee* Date: 2/17/2023



BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Resolution to lease Kenosha County Property at Kenosha County Highway Storage Yard to Kenosha Achievement Center - Western Kenosha County Transit Services	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted by: Public Works/Facilities Committee and Finance/Administration Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: Shelly Billingsley Director of PWDS	Signature: <i>Shelly Billingsley</i>

WHEREAS, Kenosha County has space available in the Kenosha County Storage Yard building and

WHEREAS, the Kenosha Achievement Center would use space in the facility for storage of their 3 western Kenosha County transit buses and

WHEREAS, the Kenosha Achievement Center provides bus service connecting rural Kenosha County to Kenosha, Lake Geneva and Antioch, Illinois Monday through Friday from 6am to 6:30pm and Saturday's 9am to 2pm and

WHEREAS, Kenosha County funds the Kenosha Achievement Center for providing this service so the lease will be for the nominal fee of \$1 annually.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby authorizes and approves the allocation of approximately 900 square foot of indoor garage space, at no cost to the Kenosha Achievement Center, for the safe storage of three (3) Western Transit vehicles.

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors hereby authorizes entering into the attached lease; and

January 23, 2023

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THEREFORE, BE IT FURTHER RESOLVED, that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this lease.

Dated at Kenosha County, Wisconsin, this _____ day of _____, 2023.

Respectfully Submitted:

Committee:

Aye Nay Abstain Excused

Mark Nordigian, Chairperson

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Zack Stock, Vice Chairperson

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Supervisor Laura Belsky

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Supervisor Aaron Karow

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Supervisor John O'Day

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Supervisor Tim Stocker

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Supervisor Brian Thomas

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Dave Geertsen, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Brian Bashaw	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Erin Decker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor William Grady	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Tim Stocker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha County
Department of Public Works, Highway Division
Agreement with
Kenosha Achievement Center
Western Kenosha County Transit Services

Be It Known To All, that the County of Kenosha, a Wisconsin municipal corporation and political subdivision of the State of Wisconsin, herein referred to as the County, and the Kenosha Achievement Center – Western Kenosha County Transit Services, hereby agree as follows:

1. **Contact Persons and Addresses.** The following designated agents will be the main contact person for each party. Any notices, demands, cancellation or other communications will be effective if sent to such persons by U.S. mail, or by other commercial or personal delivery service with proof of receipt

A. FOR THE COUNTY (OWNER)

Director of Public Works & Development Services
19600 75th Street
Bristol, WI 53104

Phone: 262.857.1870

Fax: 262.857.1885

B. FOR KENOSHA ACHIEVEMENT CENTER (LEASEE)

Chief Executive Officer
1218 79th Street
Kenosha, WI 53143

Phone: 262.658.9500

Fax: 262.764.0751

Each party has the duty to inform the other if there are any changes to the above information within 7 days of the change.

2. **Purpose of the Agreement.** The Kenosha Achievement Center desires the ability to utilize the facility located at the Kenosha County Highway Storage Yard located at 32303 116th Street, Wilmot Wisconsin 53192 for the indoor storage of the three (3) Western Transit vehicles and staff access Monday through Saturday, and Kenosha County seeks to accommodate this request.
3. **Terms and Conditions.** Kenosha County desires to lease, to the Kenosha Achievement Center, approximately 900 square feet within the facility. Kenosha Achievement Center will lease the indoor space for the term, at the rent, and in accordance with the provisions, terms and conditions of this agreement as follows:

- A.** The term of this lease shall begin March 1, 2023 and expire and terminate on December 31, 2024. No extension of this lease or possession of the property by the lessee beyond the Termination date shall be permitted without a written addendum to this lease by Kenosha County and Lessee prior to the Termination Date.
- B.** The Lessee shall submit a current Certificate of Insurance to Kenosha County detailing the levels of coverage held by Lessee for Commercial General Liability, Automobile Liability, Excess/Umbrella Liability, Worker's Compensation and Employer's Liability naming Kenosha County as an additional insured in the amount of \$1,000,000 for the period of this agreement and any addendums. If the leased premises is damaged by fire or other casualty resulting from any act of negligence of the Lessee, its employees, agents, or invitees, rent shall not be diminished or abated while such damages are under repair and Lessee shall be responsible for the costs or repair not covered by insurance.
- C.** The Lessee shall pay rent in the amount of one dollar (\$1) to Kenosha County for the use and occupancy of the space in APPENDIX A without offset or deduction and without notice or demand. The rental payment shall be due and payable no later than December 31* each year of the lease agreement.
- D.** Kenosha County shall allow for Kenosha Achievement Center the use and occupancy of the space in APPENDIX A for the purposes of supplying Western Kenosha County Transit services.
- E.** Kenosha Achievement Center shall use the space only for the storing of three western transportation vehicles. No Kenosha Achievement Center vehicles shall be stored outside of the building.
- F.** Kenosha Achievement Center cannot utilize the space for any maintenance, repair, or servicing of any equipment and/or vehicles.
- G.** Kenosha Achievement Center will not allow for any personal vehicles to be parked within the storage building at any time.
- H.** Kenosha Achievement Center will be responsible for the delivery, cleaning and maintenance of a port-a-potty on site to be used by their staff when needed or find alternate restroom facilities.
- I.** Kenosha Achievement Center is responsible for the cleaning and upkeep of the area that is leased within the facility.
- J.** Kenosha Achievement Center shall utilize the space in accordance to Federal, State and local laws and ordinances.
- K.** Kenosha Achievement Center does have the permission to install automatic garage door if it is installed, maintained and operated in accordance to manufacturer's recommendation by Kenosha Achievement Center. No other alterations or improvements may be made, or may be permitted to be made, by the Kenosha Achievement Center.
- L.** Kenosha Achievement Center is responsible for ensuring the building is secure upon entry and exit of the facility. If operations continue outside the Highway Department normal working hours Kenosha Achievement Center will be

responsible for securing the gate to the property upon every entrance and exit of the site.

- M.** Kenosha County is not liable for any incident that occurs on the property as a result of lessee's activity. Lessee agrees to indemnify, hold harmless, and defend Kenosha County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expense of every kind and description of injury or damages to persons or property arising out of or in connection with or occurring during the term of this Lease Agreement where such liability is founded upon or grows out of the acts or omissions of the Lessee or any agents or employees of the Lessee.
- N.** No signage related to the use of the space shall be permitted.
- O.** This agreement may be revoked at any time for any reason.
- P.** The lessee shall not sublet the space at any time.
- Q.** This agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or town/village statute, code or ordinance. Any modification to the terms of this agreement shall be enforceable only if in writing, signed by duly authorized representatives of each of the parties hereto in the same manner as this agreement.
- R.** Nothing in this Lease shall be construed as a waiver to Kenosha County's statutory defenses, limits as to damages or immunities.
- S.** All personal employee vehicles shall be parked in location dictated by Highway Commissioner, or designee, and may change, at any time, due to the activities at the site.
- T.** Kenosha Achievement Center recognizes this is a material storage facility utilized by Highway Department and is subject to site condition changes daily. The parking lot and driveways are gravel in nature and will develop potholes over time which will be maintained at the County's discretion.
- U.** Snow removal shall be at the County's discretion and will only take place within normal working hours of the County. If additional snow removal is necessary, for the operations of the Kenosha Achievement Center it is the responsibility of Kenosha Achievement Center. Kenosha County is not responsible for clearing out around the overhead doors. That will be the responsibility of the Kenosha Achievement Center.
- V.** If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises not caused by the acts of Lessee or any of its agents, and if such damage does not render the Leased Premises unusable for Lessee's purposes, Landlord shall repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord

shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Lessee. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes.

- W. The County agrees to exercise reasonable care to prevent the stored vehicles from being removed, damaged, or tampered with. Kenosha County is not responsible for loss, theft, injury or damage to personal property or equipment of the Lessee.
- X. Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Kenosha County or its successors or assigns and Lessee or its successors or assigns. The County and the Kenosha Achievement Center are separate legal entities and shall remain so. This agreement does not give any rights or benefits to any third parties and shall be enforced only by the parties who are signatories herein.


In Witness Whereof, the parties have duly executed this Lease Agreement as of the later date written below by Kenosha County or the Lessee.

Kenosha County
Print Name of Lessor

By: _____
Samantha Kerkman
Kenosha County Executive

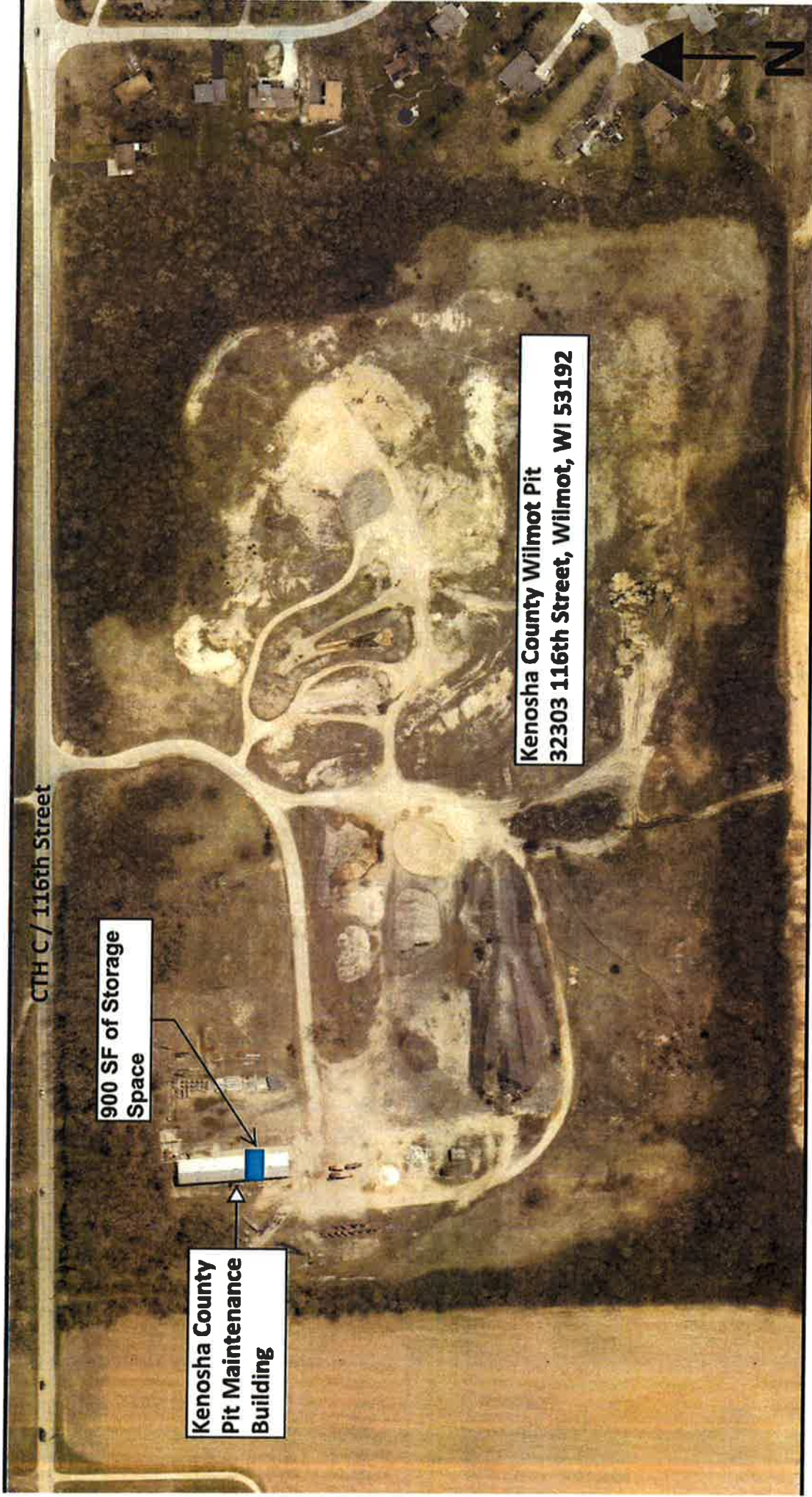
Date

Kenosha Achievement Center
Print Name of Lessee

By: _____

Christine Weyker
Chief Executive Officer

2/15/2023
Date

KENOSHA COUNTY WILMOT PIT MAINTENANCE BUILDING



KENOSHA COUNTY WILMOT PIT MAINTENANCE BUILDING

