

**RESOLUTION NO. 2024-61**

**RESOLUTION BY PUBLIC WORKS, PARKS, AND FACILITIES COMMITTEE AUTHORIZING A STAGING AND STORAGE AREA RENTAL AGREEMENT**

To the Honorable Members of the Racine County Board of Supervisors:

**BE IT RESOLVED** by the Racine County Board of Supervisors that a staging and storage area rental agreement, as set forth in Exhibit "A" which is attached hereto is authorized and approved, subject to any changes deemed necessary and appropriate by the Corporation Counsel and the Public Works and Development Services Director; and

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading \_\_\_\_\_

**PUBLIC WORKS, PARKS & FACILITIES COMMITTEE**

2nd Reading \_\_\_\_\_

**BOARD ACTION**

\_\_\_\_\_  
Eric Hopkins, Chairman

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Scott Maier, Vice-Chairman

VOTE REQUIRED: Majority

\_\_\_\_\_  
Taylor Wishau, Secretary

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
Ernie Rossi

\_\_\_\_\_  
Tom Rutkowski

\_\_\_\_\_  
Greg Horeth

\_\_\_\_\_  
Gary Kolb

**The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:**

**Approved:** \_\_\_\_\_

**Vetoed:** \_\_\_\_\_

**Date:** \_\_\_\_\_,

\_\_\_\_\_  
**County Executive**

3  
4 **INFORMATION ONLY**

5  
6 **WHEREAS**, Lakeshore Towers Marina, 333 Lake Avenue in the City of Racine, has  
7 requested the use of a portion of county-owned land for temporary staging and storage of  
8 materials, equipment, and vehicles during their upcoming dock replacement project; and  
9

10 **WHEREAS**, the staging and storage area is an area approximately 100' x 200' along the  
11 boat launch area at 32 Main Street in the City of Racine; and

**Res. No. 2024-61 Exhibit A**

**STAGING AND STORAGE AREA RENTAL AGREEMENT**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **RACINE COUNTY**, hereinafter referred to as "Racine County" and **LAKESHORE TOWERS MARINA**, 333 Lake Avenue, Racine, WI 53403, hereinafter referred to as "Lessee":

**WITNESSETH:**

That Racine County does hereby grant access to Lessee a portion of land for the temporary staging and storage of materials, equipment, and vehicles during the pendency of a dock replacement project benefiting Lakeshore Towers Marina at 333 Lake Avenue in the City of Racine that is the subject of a ground lease, dated July 27, 1989, by and between Racine County and Lessee. The staging and storage area ("Staging Area") is an area approximately 100' x 200' along the boat launch area at 32 Main Street, Racine, WI 53405 (Tax Parcel ID 27600-00-00-034-001) and being more particularly described on **Exhibit A** attached hereto. Racine County is the owner of the premises located at 32 Main Street, Racine WI 53405 ("Premises").

1. The term of this agreement shall commence on November 5, 2024, and shall expire February 15, 2025. The agreement may be automatically extended for a mutually agreed upon revised term upon written approval of both parties.
2. Lessee shall operate within the hours of 6:00am to 5:00pm unless of emergency or special projects that would extend normal working hours. Racine County Facilities Management Superintendent Liam Doherty shall be notified of extended hours needed outside the 6:00 to 5:00pm normal shift and approve such a request.
3. Lessee shall, on or before the effective date of such termination, completely remove from the Staging Area and Premises all its personal property owned or placed thereon.
4. The Staging Area shall be used by Lessee and its employees, agents, contractors and permittees (collectively, the "Lessee's Representatives"), exclusively for temporary staging and storage of materials, equipment, and vehicles related to the dock replacement project.
5. Lessee shall provide such security measures as it deems necessary to protect its equipment, materials, and vehicles stored thereon.
6. Lessee and Lessee's Representatives shall limit their use of the Premises to the Staging Area.
7. Lessee shall, in the use of the Staging Area, comply with all laws, ordinances, rules and regulations of the City of Racine, Racine County, and other

governmental bodies having jurisdiction over the operation of Lessee's or Racine County's occupation of the Premises.

8. Lessee shall be responsible for obtaining (or causing to be obtained) all permits required by applicable local, state, and/or federal law for the staging and storage of equipment, materials, and vehicles and for the dock replacement project.
9. Lessee shall use and cause Lessee's Representatives to use reasonable efforts to not unreasonably interfere with Racine County's activities including not unreasonably interfering with the access to or activities of Racine County, its employees, agents, and the Racine County Sheriff's Office at the building located at the Premises. Lessee and Lessee's Representatives shall not interfere with the roadway located on the Premises.
10. Subject to the rights granted to the Lessee herein (which rights shall not unreasonably interfere with Racine County's activities as described in Section 8 above), nothing contained herein shall be deemed or construed to in any way prohibit, limit, restrict, or interfere with the absolute right of Racine County to use and occupy the Premises, and Racine County hereby retains, reserves, and shall continue to enjoy all rights of ownership and use in and at the subject Premises.
11. To the fullest extent permitted by law, the Lessee agrees to indemnify and hold harmless the Racine County, and its officers and its employees, from and against any and all liabilities, losses, damages, costs, expenses, and claims for damages, suits, proceedings, recoveries, judgments, executions, loss of insurance proceeds, costs, penalties, fines, and consequences (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as costs, expenses and fees as may be incurred by Racine County in establishing and enforcing its right to indemnification hereunder) (collectively, "Losses") arising from or related to any activities or omissions of Lessee or Lessee's Representatives, including, but not limited to, (i) injury to or death of persons or loss of or damage to property when such loss is due to or arises in connection with or as a result of Lessee's use of the Premises; (ii) any non-compliance with, or violations of, law and regulations by Lessee or Lessee's Representatives; (iii) environmental claims; (iv) the introduction by Lessee or Lessee's Representatives of hazardous substances on, above, or below the premises or along the waterway to the extent caused in whole or in part by Lessee or Lessee's Representatives; or (v) direct or indirect damages due to the breach of this agreement; but specifically excluding any Losses caused by the gross negligence or willful misconduct of Racine County. The provisions of this paragraph shall survive for one (1) year after the expiration or earlier termination of this agreement.
12. Lessee shall promptly restore the Staging Area and any other portions of the Premises accessed for the purpose of exercising the rights herein granted to the same or better condition it was in immediately prior to performing staging and

storage activities and shall promptly repair at its own cost any damage to the Premises caused by Lessee or Lessee's Representatives. In the event that environmental conditions prevent a full restoration at the completion of staging and storage activities, full restoration will be completed no later than May 1, 2025, or as soon as is reasonably practicable taking into account the extent of the environmental conditions and the corrective action required in connection therewith. Racine County shall have the authority to reasonably determine whether the restoration work has been done to the satisfaction of this condition and may reasonably direct Lessee to perform additional work to restore the Premises to the same condition as it was in immediately prior to performing staging and storage activities. Racine County shall in no way use this discretion to direct restoration work to be performed that would constitute an improvement on the Premises above and beyond the condition it was in immediately prior to the performance of staging and storage activities. The provisions of this paragraph shall survive the expiration or earlier termination of this agreement until Racine County provides to Lessee written notification of Racine County's reasonable approval that Lessee has restored the Premises as described herein, which determination shall be made no later than forty-five (45) days after Lessee's completion of the required restoration work. Racine County shall have the right to obtain inspections or other services to ensure Lessee's compliance with this paragraph, and Racine County may issue to Lessee invoices, and Lessee shall be responsible, for the reasonable, actual, and direct cost of such inspections.

13. Lessee shall maintain at its own expense and provide Racine County with Certificates of Insurance that provide the following coverage:
  - a. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all individuals engaged to work under this agreement;
  - b. Maintain general liability coverage including personal injury and property damage against any claim(s), which might occur in carrying out this agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence or bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this agreement. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.
  - c. Racine County shall be named as additional insured on Lessee's general liability insurance policy for actions and/or omissions performed pursuant to this agreement. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A- VIII or greater. Racine County shall receive a 30-day written notice of cancellation of any policy.

14. This agreement contains the entire understanding of the parties hereto with respect to the subject matter thereof, and no prior or other writing or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose. This agreement may not be changed or modified, nor any provision hereof waived, except in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date and year first above written.

In Presence of:

RACINE COUNTY

By: \_\_\_\_\_  
Reviewed by Finance Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Certified to be correct as to form by  
Racine County Corporation Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Executive

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

Lakeshore Towers Marina

By: \_\_\_\_\_

Name:

Title:

Date:

DRAFT



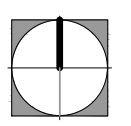
PROJECT TITLE:  
**BELLE HARBOR LAYDOWN AREA**

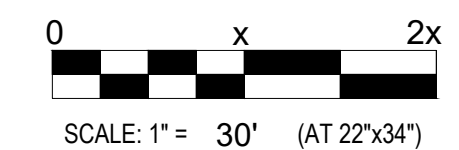
RACINE, WI  
STAGING

SHEET TITLE:

DATE	REVISION

ISSUED FOR:

DATE: 10/1/2024	 NORTH
PROJ NO.:	



DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_

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SHEET NUMBER:

**EXHIBIT A**