

RESOLUTION NO. 2012-11

RESOLUTION BY THE PUBLIC WORKS PARKS AND FACILITIES COMMITTEE AUTHORIZING A YEAR TO YEAR RENEWABLE LEASE BETWEEN RACINE COUNTY AND THE CITY OF BURLINGTON TO USE PREMISES AT THE WESTERN RACINE COUNTY SERVICE CENTER FOR THE BURLINGTON SENIOR CENTER

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

BE IT RESOLVED by the Racine County Board of Supervisors that a year to year renewable lease between Racine County and the City of Burlington, of a part of the Western Racine Service Center, for use as a senior center, for nominal consideration, and upon essentially the same terms and conditions as the proposed lease attached to this resolution, is authorized and approved, subject to any changes deemed necessary and appropriate by the Corporation Counsel and the Director of Public Works and Development Services.

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, and the Corporation Counsel where appropriate, are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE

2nd Reading _____

BOARD ACTION _____

Katherine Buske, Chairman

Adopted _____

For _____

Against _____

Absent _____

Robert D. Grove, Vice-Chairman

VOTE REQUIRED: Majority

Mike Dawson, Secretary

Prepared by: Corporation Counsel

Monte G. Osterman

Jeff Halbach

Daniel F. Sharkozy

Kiana K. Johnson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

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

Approved: _____

Vetoed: _____

Date: _____,

James A. Ladwig, County Executive

INFORMATION ONLY

WHEREAS, in 1994, Racine County entered into a 15 year lease with the City of Burlington, to use premises at the Western Racine Service Center as a senior citizen center; rent was in the amount of \$5,000.00 per year, which was credited to the city due to approximately \$75,000.00 in improvements made by the city to the premises at the outset of the lease; and

WHEREAS, although the term of the lease ended on April 14, 2009, the premises have continued to be used as a senior center; and

WHEREAS, both parties have expressed a willingness to continue this arrangement on essentially the same terms and conditions as the previous lease, as set forth in the proposed lease attached hereto, but due to the previous improvements made by the city to the premises, and the public good served by use of the premises as a senior center, the county wishes to charge only nominal rent.

LEASE

This Lease made the date last signed below, between the County of Racine, a quasi municipal corporation, (hereinafter referred to as "COUNTY"), and the City of Burlington, a municipal corporation organized pursuant to the laws of the State of Wisconsin, (hereinafter referred to as "CITY").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. The COUNTY hereby leases to the CITY and the CITY hereby takes as tenant, the premises described as approximately 3,013 square feet in the most westerly section of the Western Racine County Service Center, 209 North Main Street, Burlington, Wisconsin, and as more fully described in Exhibit "A" to the lease between the parties dated April 22, 1994.

2. This Lease shall begin on May 1, 2012 and shall run on a year to year basis, and shall renew automatically on May 1 of each subsequent year, unless terminated by either party pursuant to paragraph 7 herein.

3. The CITY shall pay the COUNTY rent in the amount of one dollar (\$1.00) per year.

4. The CITY shall provide and pay for all utilities for the premises including electrical, heat, water and sewer. The CITY shall arrange to have separate meters put in to monitor these utilities at CITY's sole cost. The CITY shall pay said utility charges either directly to the utility districts or reimburse the COUNTY for any payments made by the COUNTY on behalf of the CITY. The CITY shall also be responsible for its own telephone service and its own janitorial service at CITY's sole cost.

5. The **CITY** shall use the premises for a senior citizen center. The **CITY** shall have the right to sublease the premises to a senior citizen's group in order to operate a senior citizen center, subject to the **COUNTY'S** written approval. If the **CITY** sublets the premises, the **CITY** shall obligate the sublessee to all of the terms and conditions of this Lease. If the **CITY** is no longer able to operate a senior citizen center after making a good faith effort to do so, the **CITY** shall have the right to conduct other human services or municipal related activities in the premises, subject to written approval by the **COUNTY**. Any senior citizen center operated on the same premises shall be open to all residents of Racine County on an equal basis.

6. The **CITY** shall not conduct any illegal activities on the premises.

7. Either party shall have the right to terminate this Lease upon thirty (30) days written notice.

8. The **CITY** shall protect, defend and hold the **COUNTY** harmless from any claims, lawsuits, causes of action and liabilities arising out of either any acts or omissions arising out of activities conducted on the premises or the use of the premises during the term of this Lease whether said acts or omissions were committed by the City, its sublessee or any other person.

9. The **COUNTY** shall maintain fire and property insurance on the building and any attachments to the building. The **CITY** shall maintain its own insurance in regard to the contents of the premises.

10. The **CITY** shall make at **CITY's** sole cost any minor repairs. The **COUNTY** shall pay for any structural repairs or any repairs not the obligation of the **CITY** as set forth in this paragraph. The **CITY** shall keep the premises in a condition of good order and repair at **CITY's** sole cost.

11. The **CITY** shall be permitted to do further remodeling on the premises subject to written permission, in advance, from the **COUNTY**.

12. The Western Racine County Service Center is a smoke-free building. Smoking is not permitted in the premises. The **CITY** shall not permit smoking to take place on the premises.

13. At the termination of the Lease, all fixtures and improvements attached to the building shall remain the property of the **COUNTY**; the **CITY** shall return the premises to the **COUNTY** in good condition, normal wear and tear excepted; and the **CITY** shall remove all of its property from the premises. If said property is not removed within 48 hours after the termination of the Lease, **COUNTY** shall have the right to remove said property at the **CITY's** expense.

14. If the building or premises are damaged by fire or other catastrophe to or are taken by condemnation for public purposes to the point where the **COUNTY** deems that it is not expedient to repair or replace the building or premises, the **COUNTY** shall have the right to terminate this Lease.

15. The **CITY** shall be allowed to put up appropriate signage to indicate the location of the senior citizen center, provided that the **CITY** obtains prior written approval from the **COUNTY** for such signage.

- 16. There shall be no assigned parking spaces assigned to this Lease.
- 17. No animals shall be allowed to be kept on the premises.
- 18. The CITY shall obey all fire laws and regulations of the local fire department and shall also comply with all federal and state rules and regulations.

19. The CITY shall not allow any noise or other loud volume so as to disturb any other operations and activities in the rest of the building.

20. In every case where under provisions of this Lease it shall be necessary or desirable for the parties to give notice or demand, it shall be sufficient to send a written or printed copy of the notice or demand by certified mail, postage prepaid, addressed as follows:

County of Racine: County Clerk
 Racine County Courthouse
 730 Wisconsin Avenue
 Racine, WI 53403

City of Burlington: City Clerk
 300 N. Pine Street
 Burlington, WI 53105

21. The COUNTY shall have the right of access to the premises at all reasonable times.

RACINE COUNTY

BY: _____

_____ Date

BY: _____

_____ Date

CITY OF BURLINGTON

BY: _____

_____ Date