

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Resolution for land rental agreement with University of Wisconsin-Madison for the installation of a weather station within 225 square feet of the Kenosha County Center property	
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:

WHEREAS, Kenosha County has space available in the Kenosha County Center property building and

WHEREAS, the University of Wisconsin-Madison would use approximately 225 square feet of space on the property and

WHEREAS, the University of Wisconsin-Madison works with the University of Wisconsin-Extension in studying climate impacts on trees and plants within the Kenosha County Center Prairie and Arboretum.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby authorizes and approves the allocation of approximately 225 square foot of property, at no cost to the Kenosha Achievement Center, for the installation of a weather station for collecting wind speed, direction, temperature, relative humidity, air pressure, solar radiation, leaf wetness, precipitation, and soil moisture and temperature.

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

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
<hr/> Mark Nordigian, Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Zack Stock, Vice Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Aaron Karow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor John O'Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Tim Stocker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Brian Thomas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

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

LAND RENTAL AGREEMENT BETWEEN
KENOSHA COUNTY
AND
UNIVERSITY OF WISCONSIN-MADISON
FOR INSTALLATION OF A WEATHER STATION

This Land Rental Agreement ("Agreement") is made and entered into this _____ day in _____ 2024, by and between the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin-Madison ("University"), and Kenosha County as ("Owner)."

RECITALS

The Owner owns certain lands located at 19600 75th St, Bristol, Wisconsin (hereinafter the "Property"); and

The University desires to have the College of Agriculture and Life Sciences use a portion of the Property, for the purposes stated herein;

In consideration of the Premises and of other good and valuable considerations as set forth in this Agreement, the University and the Owner covenant and agree as follows:

AGREEMENT

1. **PROPERTY, ACCESS, USE of SITE.** The Owner grants the University use of 225 square feet (15 feet x15 feet) of land (the "Premises"), located on the Property in Bristol, Wisconsin for the purpose of constructing, operating, and maintaining a weather station. The Premises is further described in Exhibit "A"(Site Plan), which is attached to this Agreement and incorporated by reference. The University shall exercise great care to not permanently damage the prairie, landscape or hardscapes as part of the construction, setup, maintenance or ongoing operations of the weather station.

University and Owner recognize that the Premises is public property, and that public use of the premises is mutually desirable. The University is not responsible for any injury to person or property that may occur on the Premises unless injury is a result of a hazard caused or created by university activity. The premises and its surroundings shall remain open and available to the public on a daily basis.

2. **TERM.** The University's right of use of the Premises shall begin on May 1, 2024 ,and end on May 1, 2029. This Agreement may be renewed for an additional five (5) year term by mutual consent of the parties in writing at least 60 days before the Agreement would otherwise expire.
3. **COSTS.** University improvements shall be performed: (a) at the University's sole cost and expense and with notice to Kenosha County relating to dates of improvement work, (b) in good workmanlike manner, and (C) in accordance with all applicable federal, state, and local laws, regulations, codes, ordinances, and by-laws. The University is responsible for all costs incurred for the installation, maintenance, and operation of the weather station.

Kenosha County will not charge the University for 225 square feet of rent for the premises identified in this agreement.

4. **ASSIGNMENT, SUBLETTING.** The University shall not assign this Agreement in any event, and shall not sublet the Premises, and will not permit the use of the Premises by anyone other than the University, and the agents, contractors, grantors, and grantees, and servants of the University without prior written approval of the Owner.
5. **MAINTENANCE AND REPAIR.** The Owner shall maintain access to the Property in good repair and tenantable condition during the continuance of this Agreement, except in case of damage arising from a willful act or the negligence of the University's agents or employees. Costs for repair or replacements to the Premises due to misuse or negligence by an employee or agent of the University shall be the responsibility of the University. The University shall not store any trash, merchandise, appliance, crates, pallets, or materials of any kind on the Property outside the Premises without the Owners' prior approval, except for occasional overnight storage of farm equipment. The University shall not park or keep any unlicensed and or unregistered vehicles or equipment on the premises or property without the prior approval of the Owner.
6. **COVENANTS OF OWNER.** The Owner agrees as follows:
 - a) The Owner warrants that the University shall have the opportunity to use the premises solely for the purpose of constructing, operating, and maintaining the weather station; that the Owner has complete interest, right in, and title to the Premises so as to enable the Owner to enter into this Agreement; and that the Premises is not encumbered in any way so as to hinder or obstruct the University's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
 - b) The Owner shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Agreement.
 - c) The Owner hereby authorizes the University to perform from time to time during the term of this Agreement all necessary upgrades and improvements to the Premises as the University deems reasonable and appropriate to maintain and operate the Weather Station.
 - d) The Owner authorizes the University to collect data as it is relating to wind speed and direction, temperature and relative humidity, air pressure, solar radiation, leaf wetness, precipitation, and soil moisture and temperature, if any additional data is collected it must be authorized by Kenosha County.

In connection with the performance of work under this Agreement, the Owner agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5), Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Owner further agrees to take affirmative action to ensure equal employment opportunities. The Owner agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the University, setting forth the provisions of the non-discrimination clause.

- e) Pursuant to 2019 Wisconsin Executive Order 1, Owner agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- f) The Owner is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars (\$50,000) or more per year and the Owner employs fifty (50) or more employees. If required, the Owner must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Agreement, to the University of Wisconsin System, Procurement Department, whose address and phone number are listed at the bottom of the enclosed AFFIRMATIVE ACTION PLAN. Instructions and technical assistance in preparing the plan are available from the University of Wisconsin, Procurement Department. Failure to comply with the conditions of this Item may result in the Agreement being declared "Null and Void," the Owner being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.
- g) For the purposes of this Agreement, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Owner attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Owner will now and forever after the termination of this Agreement hold the University harmless and indemnify the University from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from the University's use and occupancy of the Premises.

7. **COVENANTS OF UNIVERSITY.** The University agrees as follows:

- a) At the expiration of this Agreement or any renewal thereof, the University will return the Premises to the Owner in as good condition as it was at the time the University went into possession.
- b) The University will not make or permit anyone to make any alterations, improvements, or additions in or to the Premises, without the prior written consent of the Owner.
- c) The University will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or unreasonably interfere with, annoy, or disturb any other

tenant's or lawful occupant's use of the Property, provided, however, that nothing in this section shall be construed as limiting the University's use of the Premises as set forth in section 1 of this Agreement.

- d) The University shall ensure that the Premises is kept in good order and repair, safely, and cleanly maintained. The University shall be responsible for the safety and security of the weather station. Documentation by photograph and written report shall be allowed by either party.
- e) If the contract is terminated the University shall remove all equipment and structures in accordance with Federal, state, and local regulations within ten (10) days after the University vacates or abandons the premises, unless other arrangements have been made with Kenosha County. The University shall restore the site to its original condition prior to the weather stations installation.

8. **INSURANCE.** The Owner agrees to maintain, during the term of this Agreement, insurance coverage for its liabilities arising out of ownership of the Premises.

The University agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-Funded Liability Program. The University also agrees to maintain property coverage under the State of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University. Proof of Insurance, showing adequate coverage, shall be provided by the University to Kenosha County prior to installation of the station.

9. **HOLD HARMLESS.** Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers, and agents. The Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act of omission of the other party or its employees, directors, officers, and agents. This Section shall not constitute a waiver by either party or any rights to indemnification, statutory limits of liability, contribution or subrogation which the party may have by operation of law.

10. **NOTICES.** All notices or official communications which may be required under this Agreement, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

Notice to UNIVERSITY: University of Wisconsin-Madison
Real Estate
Suite 6101
21 N Park Street
Madison, Wisconsin 53715

Notice to OWNER: Kenosha County
Director of Public Works & Development Services

19600 75th St, Suite 122-1
Bristol, WI 53104

11. **CANCELLATION.** This Agreement may be cancelled by either the Owner or the University, upon 60 days prior written notice to the other party.
12. **BINDING EFFECT.** The Agreement when fully executed shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
13. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of the Agreement. The rights and remedies granted under this Agreement are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

IN WITNESS WHEREOF, the UNIVERSITY and OWNER have caused this Agreement to be executed and delivered as of the day and year first written above.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

Brent Lloyd
Interim Director, Real Estate Administration

Date: _____

OWNER

Samantha Kerkman
County Executive

Date: _____

Exhibit A

Approximate location of weather station. Exact location of the 225 square feet (15ft x 15ft) will be determined in a site visit with Kenosha County Staff. Premises to be marked with permanent unobtrusive Stakes or perimeter certain markings by and at the expense of the University.

