

LEASE AGREEMENT  
BETWEEN  
MILWAUKEE COUNTY PARKS DEPARTMENT  
AND  
THE BOLDT COMPANY

This Lease Agreement ("Lease") is made and entered into effective \_\_\_\_\_ (the "Effective Date"), by and between the MILWAUKEE COUNTY PARKS DEPARTMENT (the "County" or "Landlord") and the THE BOLDT COMPANY ("Tenant"), 2525 N. Roemer Rd., Appleton, Wisconsin, 54911, as represented by: \_\_\_\_\_ . Referenced together, the Landlord and the Tenant are "Parties" to this Lease.

WHEREAS, Tenant has been granted annual permits from County to locate a construction jobsite office trailer in the Kinnikinnic Parkway at lands adjacent to Aurora St. Luke's Hospital at approximately West Manitoba Street and South 31<sup>st</sup> Street, in the City of Milwaukee, Milwaukee County, Wisconsin, since 2018; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord certain premises in the Kinnikinnic River Parkway owned by Landlord and located adjacent to Aurora St. Luke's Hospital; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution \_\_\_\_\_ on \_\_\_\_\_, has authorized the \_\_\_\_\_ to enter into this Lease with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Department of Parks, Recreation and Culture's (Parks) mission to sustain the legacy of our world-class park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

WHEREAS, recognizing that a long-term lease is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. **BUILDING AND PREMISES:** Tenant shall lease approximately 2000 square feet for a jobsite office trailer, where it is currently located at Kinnikinnic Parkway adjacent to Aurora St. Luke's Hospital, at approximately West Manitoba Street and South 31<sup>st</sup> Street, City of Milwaukee, Milwaukee County, Wisconsin, as more particularly described on **Exhibit A** attached hereto (the "Premises").
2. **TERM:** This Lease shall be for an initial term of three (3) years commencing on January 1, 2025, and expiring on December 31, 2027 (the "Initial Term"), unless sooner terminated as provided herein.
3. **RENEWAL:** After the Initial Term of the Lease, the Parties may mutually agree in writing to extend the term of the Lease for NO MORE THAN two (2) additional consecutive one (1) year periods (each an "Renewal Term"). Such option shall be exercised by written notice to Landlord given at least three (3) months prior to the expiration of the Initial Term or the applicable Extended Term and Landlord agreeing to accept such additional Extended Term, provided

however that Tenant continues using the Leased Premises only for the Permitted Use set forth in Section 6 and for no other purposes. The Parties agree that further negotiation regarding the terms and conditions, including rent, may be appropriate at the time each renewal is exercised by Tenant.))

4. OCCUPANCY: Landlord and Tenant acknowledge that Tenant currently occupies the Premises pursuant to an annual permit dated January 1, 2024. Thus, upon expiration of the annual permit, Landlord and Tenant agree that the parties' respective obligations thereunder shall cease as of the Effective Date of this Lease.
5. RENT: The Monthly Base Rent of Six Hundred and Fifty dollars (\$650) per month, and any additional payments due under this lease, shall collectively be referred to as "Rent." Rent shall be consistent with the monthly rate as established by the County Board of Supervisors for the then-current year of the Initial Term or any Renewal Terms.

Tenant shall pay the Monthly Base Rent to Landlord, without demand, offset or delay, when due, except that the first rental payment shall be as follows: \$1,300 shall be due to the County upon execution of this Lease for the months of January 2025 and February 2025.

Rent monthly in advance on or before the first day of each calendar month throughout the Lease Term. Tenant shall submit payments with checks made out to Milwaukee County Treasures, Milwaukee County Parks, Attn: Budget Analyst, 9480 Watertown Plank Rd., Wauwatosa, WI 53226. The obligation of Tenant to pay Rent is hereby declared to be an independent covenant.

6. PERMITTED USE: Consistent with County ordinances and other applicable laws, Tenant shall have the use of the Premises for its continuing business and administrative activities as required to oversee and execute hospital improvements Aurora St. Luke's Hospital, subject to the provisions of this section.
  - a. SIGNAGE: Tenant may display appropriate signage relating to the use of the Premises with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Signage shall be limited to only such posted communication is required at the Premises such that the Premises and its contents are identified to comply with permit or regulatory requirements.
  - b. PUBLIC ACCESS AND USE OF THE PREMISES: The Parties recognize that during the Term of this Lease the Premises is operating as a private entity associated with the hospital facility and that there is no public access to the Premises.
  - c. CLEANLINESS, GARBAGE: Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste.
7. MAINTENANCE AND REPAIRS:
  - a. Tenant's Obligations for Maintenance and Minor Repairs: Tenant shall be solely responsible for maintaining the Premises in good order.

- b. County's Obligations for Minor Repairs: County shall have no obligation to make any repairs to the Premises or the surrounding County-owned property.

8. IMPROVEMENTS:

Tenant shall make no improvements to the Premises. If the jobsite trailer or the associated concrete pad requires replacement or extensive repairs, Tenant shall remove the trailer and all associated improvements, and return the site to its original condition to County's satisfaction, and this lease will be terminated as of the date of County's acceptance in writing of the site conditions.

9. PERMITS, LICENSES, AND OTHER COSTS: Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.

10. COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND DBE GOALS:

- a. Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.

11. COMPLIANCE WITH LAWS – ADA: Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Premises.

INDEMNIFICATION: To the extent permitted by law, Tenant and Landlord shall each be liable for their own negligent acts and omissions and each agrees to indemnify and hold the other harmless for any losses, damages, costs and expenses resulting therefrom. Without limiting the foregoing, Tenant shall indemnify Landlord for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of Tenant, its contractors, subcontractors, agents, invitees or employees. Landlord shall, subject to any limitation provided by Legal Requirements, indemnify Tenant for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of Landlord, its contractors, subcontractors, agents, invitees or employees, or on account of any Pre-existing Environmental Conditions.

12. ENVIRONMENTAL INDEMNIFICATION: Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to

indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes..

13. INSURANCE: Before the Effective Date, Tenant shall furnish an original or electronic copy of Certificate(s) of Insurance to the Landlord's Director of Risk Management, which shall be completed by a broker or agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent's signature, including the signer's company affiliation, title and phone number, and be sent directly from the agent to Landlord. Landlord shall have no duty to perform under this Lease until such certificate shall have been delivered to Landlord, and no officer or employee other than the Landlord's Director of Risk Management shall have authority to waive this requirement. The liability limits required can be satisfied through a combination of primary and umbrella policies.

Landlord reserves the right to review the insurance requirements of this section during the Term, but in no instance will Landlord allow modification whereupon Landlord may incur increased risk.

Tenant's financial integrity is of interest to Landlord, therefore, subject to Tenant's right to maintain reasonable deductibles in such amounts as are approved by Landlord, Tenant shall obtain and maintain in full force and effect for the duration of this Lease and any extension thereof, at Tenant's sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated A or better by A.M. Best Company and/or otherwise acceptable to Lessor in the following types:

<u>Type of Coverage</u>	<u>Minimum Limit</u>
Commercial General Liability including Bodily Injury & Property Damage, Contractual Products & Completed Operations & Fire Legal	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 on Fire Legal (no sublimits)
Workers' Compensation	Statutory (Waiver of Subrogation required)
Employers' Liability	\$100,000/\$500,000/\$100,000
Comprehensive Automobile Liability Bodily Injury & Property Damage	\$1,000,000 per Accident
((Liquor Liability	\$1,000,000 Per Occurrence))

Tenant agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- (1) Name the Landlord and its officers, employees, agents and elected representatives as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with Landlord, on Commercial General Liability and Automobile Liability;
- (2) Tenant's insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by Landlord for liability arising out of Tenant's operations under the Lease with Landlord;
- (3) State that the Tenant's insurance is primary without right of contribution from any insurance maintained by Landlord arising out of operations of Tenant.
- (4) Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Landlord.

Tenant shall notify Landlord in the event of any notice of cancellation, non-renewal in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days' notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to Landlord at the following address:

Milwaukee County Risk Management  
901 N. 9<sup>th</sup> Street, Room 302  
Milwaukee, WI 53233

It is expressly understood and agreed that all operations of Tenant under this Lease between Landlord and Tenant shall be covered by such policies of insurance or self-

insurance as approved by Landlord's Director of Risk Management and that all personal property placed in the Premises shall be at the sole risk of Tenant. The procuring of policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

14. SECURITY: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation.
15. INSPECTION BY COUNTY: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Premises.
16. INTEREST AND PENALTIES:
  - a. Interest: Unless waived by County Board of Supervisors, Tenant shall be responsible for payment of interest on amounts not remitted in accordance with this Lease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
  - b. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Lease, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (0.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
  - c. Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.
  - d. Nonexclusively: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Lease, including but not limited to termination of this Lease.
17. COUNTY RIGHTS OF ACCESS AND AUDIT: The Tenant to this Lease, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of

any and all records of the Tenant as they relate to the terms and performance of this Lease for a period of up to three years following the date of last payment, the end date of this Lease, or activity under this Lease, whichever is later. Any subcontractors or other parties performing work on this Lease will be bound by the same terms and responsibilities as the Tenant. All subcontracts or other agreements for work performed on this Lease will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Lease Tenant and any of its subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

18. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his/her designee, and the County Comptroller.
19. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.
20. TERMINATION: County may terminate this Lease: (a) if Tenant fails to comply with any provision in this Lease, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) if Tenant ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Lease; or (c) in the event that County, upon twelve (12) months' prior written notice to Tenant, elects to close or otherwise repurpose or improve the the property for stormwater management or other capital projects during the Term. In addition, if County takes either action contemplated by Section (c) above, County is not obliged to relocate Tenant's trailer to another Milwaukee County location. Tenant may terminate this Lease at its sole and absolute discretion upon one hundred eighty (180) days' prior notice to County.
  - i. Tenant's failure to perform any other covenant or condition of this Lease within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.
21. AUTHORITY: If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is

duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

22. NOTICES: All notices with respect to this Lease shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Tenant:  
The Boldt Company  
John K. Hugget, Vice President  
Central Operations  
N21W23340 Ridgeview Parkway  
Waukesha, WI 53188

To County:  
Milwaukee County Parks  
Executive Director  
9480 Watertown Plank Rd.  
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

***Signature pages follow***