

RESOLUTION # 9-2019
Commercial Lease Agreement with CW Solutions LLC

Resolution offered by the Supervisors of the

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the State of Wisconsin has enacted the FoodShare Employment and Training Program that requires able-bodied adults without dependents to receive food share benefits only by participating in employment training; and

WHEREAS, the State was divided into nine regions as part of the FoodShare Employment Program; and

WHEREAS, Wood County along with CW Solutions, LLC bid on the contract for the region servicing Oneida and was awarded the contract; and

WHEREAS, the Wood County/CW Solutions public/private partnership seeks to provide the FoodShare Employment and Training program in conjunction with local Social Services Departments due to an overlap in clientele and ease of access to the system for those clients; and

WHEREAS, CW Solutions seeks to lease space from the Oneida County Social Services in order to provide services to Oneida County clients.

WHEREAS, Oneida County and CW Solutions have agreed to the terms in the attached lease (attached as "Exhibit A").

NOW, THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors that the lease attached hereto as "Exhibit A" is approved and that the County Board Chairman and the County Clerk shall execute the lease.

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date:

 1/10/19


Approved by the Social Services Committee this 18th day of December, 2018.

Consent Agenda Item: YES NO

Offered and passage moved by:

Bob McManus
Supervisor
James T. Winkler
Supervisor
[Signature]
Supervisor

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Supervisor

Supervisor

_____ Ayes

_____ Nays

_____ Absent

_____ Abstain

_____ Adopted

by the County Board of Supervisors this _____ day _____, 2018.

_____ Defeated

Tracy Hartman, County Clerk

David Hintz, County Board Chair

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be calculated at the time notice of renewal is given and shall be based on actual costs associated with the space leased and other services provided including reception, phone and Information Technology.

3. Use

The premises are to be used solely for the provision of FSET (Food Stamp Employment Training) services. Use for any other purpose will be cause for termination of this lease. Tenant shall not carry on or permit any activity in the premises which is a violation of any federal or state laws or the ordinances of the municipality in which the Leased Premises are located, and Tenant shall not carry any stock of goods or do anything in or about the premises which will in any way impair or invalidate the obligation of any policy of insurance relating to the Leases Premises. The Landlord will provide limited use of the Social Services Conference Room for purpose of FSET services with availability at the discretion of the Landlord.

4. Sublease and Assignment.

Tenant shall have the right with Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

5. Repairs.

During the Lease term, Landlord shall make, at Landlord's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2019, by and between **Oneida County** ("Landlord") and **CW Solutions LLC** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **1 S. Oneida Avenue, Courthouse, Rhinelander WI, 54501** and known as **Oneida County Social Services**.

Landlord makes available for lease in the Building designated as **the Oneida County Courthouse, Department of Social Services**, the rooms designated as:

Social Services Room #15 ("Leased Premises")

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **January 1, 2019** and ending **December 31st, 2019**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Lease will automatically renew for **5** extended terms of 12 months each. Landlord will notify Tenant of any rate increase by October 1 of the preceding year if known. The renewal term shall be at the rate agreed upon by Tenant and Landlord and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **Six Thousand, six-hundred dollars (\$6,600.00)** per year, payable in installments of **Five Hundred and fifty dollars (\$550.00)** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Social Services, P.O. Box 400, Rhinelander, WI 54501 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

10. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant 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, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly 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. Tenant 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 Tenant'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 Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant'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 Tenant's purposes.

13. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice

7. Property Taxes.

Landlord shall be responsible for all property taxes.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts, as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Property.

Tenant shall also maintain worker's compensation insurance at the statutory limits.

9. Utilities and other services.

Landlord shall pay all charges for water, sewer, gas, electricity, telephone, intranet and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. The Tenant shall provide a computer and printer. The Landlord shall provide a phone and office supplies to Tenant for use exclusively within the Leased Premises. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion overloads the wiring or interferes with electrical services proper functions. Landlord shall provide for or contract for janitorial services.

stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

18. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

19. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

20. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

21. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

23. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

24. Indemnity

Tenant will indemnify and save Landlord harmless against all claims and damages and costs and expenses, including attorney's fees, arising (1) out of any injury or damage

thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of the Lease.

15. Security Deposit.

No Security Deposit is required.

16. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States Postal Service certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Mary Rideout, Director
Oneida County Social Services
P.O. Box 400
Rhinelander, WI 54501

If to Tenant to:

Thomas Prete
CW Solutions LLC
612 S. Washington Street
Cuba City, WI 53807

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein

to the persons or property in connection with the operation of the premises, (2) out of loss or injury, however caused, to goods stored at the Lease Premises, or (3) out of any claims or actions brought by any person, firm, governmental body, or other entity, alleging, or in any way connected with, contamination or adverse effects on the environment, or violation of any Federal, State or Local law or provision dealing with regulation or protection of the environment, and including any order of any government or judicial entity arising out of the operation of the property. It is further understood and agreed that Landlord shall not be liable, and Tenant waives all claims for damage to person or property sustained by the Tenant, its employees or agents, resulting from the condition of the Leased Premises or any building or improvements thereon or any fixtures or equipment therein, or such as may result from any accident in or about said building or the Leased Premises, except if caused by nature disaster/weather/or regular wear and tear/age. Landlord and Tenant mutually agree to notify and assure each other, in writing, of any problems of which either party has knowledge that may cause such damage.

25. Amendment

No amendment of this contract shall be binding unless in writing and signed by all of the parties.

(a) Termination: Landlord may terminate this Lease without any right by Tenant to reinstate Tenant's rights by payment of rent due or other performance of the terms, covenants and conditions of this Lease. Upon such termination, Tenant shall immediately surrender possession of the Leased Premises to Landlord. Any such termination shall be without prejudice to any claim or right of Tenant to recover, in addition to any other damages or recovery to which Landlord may be entitled, damages for any unpaid rent due or to become due under this lease.

(b) Reletting: With or without terminating this Lease, as Landlord may elect, Landlord may re-enter and repossess the Premises or any part thereof, and lease the same to any other person or entity upon such terms as Landlord shall deem reasonable for a term within or beyond the term of this lease.

26. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27. Remedies

If Tenant shall default under this Lease, Landlord at any time thereafter may exercise any one (1) or more of the following remedies:

- o (a) cancel the lease contract (Section 24 (a));

- o (b) recover as much of the rent as has not been paid and is just under the circumstances;
- o (c) cover and recover damages as to all goods affected whether or not they have been identified to the lease contract;
- o (d) exercise any other rights or pursue any other remedies provided in the lease contract.

28. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement; they have authority to enter into Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement, as outlined in Agreement:

Landlord: Oneida County

David Hintz, County Board Chairman

(Seal)

Mary Rideout, Director

Tenant: CW Solutions LLC

Thomas Prete