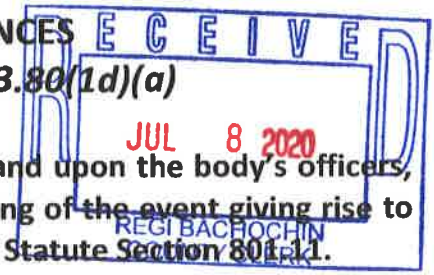


GL-11-20

NOTICE OF INJURY OR CIRCUMSTANCES
Pursuant to Wisconsin Statute Section 893.80(1d)(a)



This Notice must be served upon the local governmental body and upon the body's officers, officials, agents or employees within 120 days after the happening of the event giving rise to the claim. Service is to be accomplished as set forth in Wisconsin Statute Section 801.11.

Claimant Name(s): Annette Flynn

Claimant Address: 7945 18th Avenue
Kenosha, WI 53143

Claimant Phone Number: 262-620-3663

Date and Time of Event Giving Rise to the Claim: January 2020-current

Location of Event Giving Rise to the Claim: 1010 56th Street, Kenosha, WI

Statement of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of all witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

Kenosha County Executive Jim Kreuser signed a Memorandum of Understanding with Kemper Center, Inc on 10-9-2017. This MOU required Kenosha County pay for Kemper Center, Inc's utilities associated with the Kemper Center, Anderson Arts Center and other buildings on the property of 6501 3rd Avenue, Kenosha, WI.

Kenosha County Corporation Counsel Joseph Cardamone was involved in the preparation and execution of this MOU.

The Lease dated August 24, 1977 and modified on June 11, 1992 specificity states on page 3, Section X, paragraph 1:

Lessee shall be responsible for the operational and maintenance costs including utilities for the demised premises and all buildings thereon ...

This MOU is a direct violation of the lease between Kenosha County and Kemper Center, Inc.

Kenosha County has been paying for utilities and maintenance costs for years as by comments made by Kemper Center, Inc. leadership. The MOU entered into by Co. Exec. Jim Kreuser and Kemper Center, Inc. is a formal document proving that violation.

From November 2019 through May 14, 2020, Kenosha County has spent over \$50,000 in county tax dollars, and these expenses continue to be paid at taxpayer expense.

County Exec. Kreuser can not enter into or change agreements involving "real property" without Kenosha County Board approval.

Signature(s) of claimant or claimant's agent:

Date: 6-30-20

Date: _____

Date: _____

NOTICE OF CLAIM AND CLAIM FOR DAMAGES
Pursuant to Wisconsin Statute Section 893.80(1d)(b)

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): Annette Flynn

Claimant Address: 7945 18th Avenue

Kenosha, WI 53143

Claimant Phone Number: 262-620-3663

Provide an Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought (use additional sheets if necessary):

Kenosha County Executive Jim Kreuser signed a Memorandum of Understanding with Kemper Center, Inc on 10-9-2017. This MOU required Kenosha County pay for Kemper Center, Inc's utilities associated with the Kemper Center, Anderson Arts Center and other buildings on the property of 6501 3rd Avenue, Kenosha, WI.

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From November 2019 through May 14, 2020, Kenosha County has spent over \$50,000 in county tax dollars, and these expenses continue to be paid at taxpayer expense.

County Exec. Kreuser can not enter into or change agreements involving "real property" without Kenosha County Board approval.

Relief sought is the immediate cancellation of this MOU, Kenosha County ceasing paying for Kemper Center, Inc's expenses, and a refund from Kemper Center, Inc. of all tax dollars spent in violation of the lease.

I personally ask for relief in the amount of \$250,000 for the harassment and slander inflicted upon myself and business by employees of Kenosha County and a Kemper Center, Inc. because of my questioning of the expenses paid by Kenosha County for Kemper Center, Inc.

Signature(s) of claimant or claimant's agent:



Date: 6.30.20

Date: _____

Date: _____

COPY

Whereas the undersigned parties desire to modify a previous lease agreement entered into on August 24, 1977:

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS 11 DAY OF June, 1992 BY AND BETWEEN KEMPER CENTER, INC., A NON PROFIT WISCONSIN CORPORATION, ORGANIZED UNDER CHAPTER 181 OF THE WISCONSIN STATUTES, HEREINAFTER REFERRED TO AS "LESSEE", AND THE COUNTY OF KENOSHA, WISCONSIN, HEREINAFTER REFERRED TO AS "LESSOR".

WITNESSETH:

ARTICLE I. Grant of lease and description of property.

That Lessor does hereby lease unto the Lessee, and Lessee hereby leases from Lessor premises commonly known and described as 6501 Third Avenue, Kenosha, Wisconsin, and more particularly described in exhibit one attached hereto and incorporated herein by reference. Furthermore, it being understood that Mrs. Janet L. Anderson has deeded to the Lessor property commonly known and described as 121 Sixty-sixth Street in Kenosha, Wisconsin and more particularly described as exhibit two attached hereto and incorporated herein by reference, which property joins the demised premises heretofore described, Lessor and Lessee agree that the heretofore described Anderson property shall be made a part of the demised premises under this lease and subject to all of the terms and conditions of this agreement, with the provision, however, that the Lessor shall approve the overall intended use of the demised premises including the Anderson property by the Lessee.

ARTICLE II. Duration of Lease.

That Lessee is to have and hold the demised premises until the 23rd day of August 2002, with the provision, however, that this lease and the conditions contained herein may be reviewed every five (5) years during the term of this lease. On the termination of this lease the demised premises shall be returned to the Lessor in good condition.

ARTICLE III. Rent.

Lessee shall yield and pay rent to the Lessor in the sum of One Dollar (\$1.00) per year, the same to be paid annually on the 24th day of August.

ARTICLE IV. Option to renew.

That Lessee shall have the option and privilege of renewing the within lease agreement for an additional period of twenty-five (25) years from and after the expiration of the within term upon giving to the Lessor written notice thereof not less than one hundred twenty (120) days prior to the expiration of the within term, all of the terms and conditions of the within lease, or as

revised or modified to remain the same during such option period, with the exception of this article, it being contemplated that the demised premises will revert to the Lessor at the end of the option period. Any option to renew this lease after the year 2027 shall be the subject of further negotiations by the Lessor and Lessee.

ARTICLE V. Kenosha County Executive to act as agent for Lessor.

That the Kenosha County Executive shall act as agent for the Lessor and shall have the duty of insuring compliance by the Lessee with this lease agreement; furthermore it shall be the duty of the Kenosha County Highway and Park Committee to serve as liaison between the Lessee and the Lessor; it being understood that the Lessee shall have the responsibility of program development and day to day operation of the demised premises. It is further understood that the Lessee shall meet at the request of the Kenosha County Highway & Parks Committee or the Kenosha County Board of Supervisors, and furthermore that the Lessee shall make available to Kenosha County or its agent all books, accounts, records and documents as kept by the Lessee pertaining to the demised premises. It is further understood that the Lessee shall permit the Lessor or its agents to have access to the demised premises at any time upon request for purposes of inspection or repairs.

ARTICLE VI. Use of the demised premises.

It is the intent of the parties to this agreement that the Lessee shall operate and maintain the demised premises (presently designated as a National Historical Site) for the benefit of all of the citizens of Kenosha County and in accordance with both the spirit and the letter of the Federal, State, County and City statutes, ordinances and codes. The demised premises shall be a special purpose area dedicated to the following:

- (a) To the historic preservation of buildings, grounds and exhibits of artifacts.
- (b) To house activities and educational/cultural programs related to the cultural arts and sciences.
- (c) To provide recreation for individual and group use such as picnic facilities, tennis, field hockey, rugby, soccer, ice hockey, ice skating, fishing, senior citizen outposts, and such other and appropriate and similar recreational activities as may be scheduled or requested by individuals, or groups, or organizations and not precluded by Kenosha County Park rules and regulations. It is understood that the grounds shall be open to the general public during reasonable hours subject to rules and regulations established for Kenosha County Parks the Lessor or its agent.

ARTICLE VII. Fire insurance and extended coverage.

Lessor shall insure the demised premises for fire and extended coverage including vandalism for all buildings on the demised premises including any contents thereon which are owned by Kenosha County and furthermore that said insurance will so insure the two homes on the demised premises which may be used by the Lessee as rental units.

ARTICLE VIII. Liability insurance.

Lessee shall insure the above premises for general liability and will include Kenosha County as an additional insured. A certificate of insurance will be provided annually to the county.

ARTICLE IX. Workmen's compensation insurance.

Lessee shall obtain workmen's compensation insurance for any employee of the Lessee, it being understood that no employer-employee relationship exists between the employees of the Lessee and Kenosha County.

ARTICLE X. Duties of the Lessee.

Lessee shall be responsible for the operational and maintenance costs including utilities for the demised premises and all buildings thereon and for any and all assessments or taxes due and owing on said premises on the date of execution of the deed conveying the demised premises to the Lessor, and for any and all future taxes, it being understood that the Lessor will be responsible for payment of any future special assessments on said premises which are associated with the demised premises.

Lessee shall be the overseer and day to day manager and operator of the demised premises with the sole responsibility of program development, scheduling all activities and events, maintaining good order, providing for necessary regulations, and meeting Federal, State and local regulations.

Lessee shall keep and maintain the grounds and outdoor recreational facilities safe for public use in accordance with County Park standards.

Lessee shall keep the sidewalks and parking areas on said demised premises, and the grounds and other facilities free from snow, ice, rubbish, and other obstructions, and in a clean and sanitary condition, obeying all lawful fire, police and health orders and regulations affecting the demised premises to the extent that such ordinances and regulations apply to the Lessee. The Lessee shall also make every effort to preserve the trees and landscaping on the demised premises.

Lessee shall have the right to all fees, rentals and other revenues that may be generated. It is agreed that all such charges shall be expense related and shall be used first for maintaining and operating the premises and, secondly, for programs, etc. It is agreed that the fullest possible use of the demised premises shall be a principal goal of both Lessor and Lessee.

It is further understood that the Lessee shall establish a trust known as "THE KEMPER CENTER TRUST" and maintain therein a minimum balance of One Hundred Thousand (\$100,000.00) Dollars to be used in accordance with the conditions set forth therein for the purpose of establishing an endowment. The income earned from the trust principle will be used for operating and maintaining the demised premises.

ARTICLE XI. Responsibilities of the Lessor.

Lessor may provide funding for maintenance, improvements, and direct operational costs of Kemper Center as a County Park. The terms of such funding will be defined by a separate management agreement between the Lessee and the Lessor.

ARTICLE XII. Alterations and Repairs.

The Lessee agrees that any alterations it desires to make and all repairs to the interior or exterior of the structures located on said demised premises shall be made at its own cost and expense excepting that such alterations or repairs if made by the Lessee, shall not in any way affect the structural fitness of the building, and are done and performed in accordance with the requirements of the building inspection ordinances of the City of Kenosha. All such alterations, improvements, and repairs and fixtures shall remain upon the demised premises at the time of the termination of this lease, and shall be and remain the property of the Lessor.

It is further understood between the parties that any alterations, improvements, decorations or repairs made by either the Lessor or the Lessee shall respect the historic integrity of the demised premises, and furthermore that any such alterations, improvements, decorations or repairs be in compliance with the 1989 master plan or subsequently County approved revisions to said master plan and with guidelines of National Register of Historic Places.

ARTICLE XIII. Structural changes.

Notwithstanding any other provision of this agreement any structural changes made to the buildings on the demised premises by either the Lessee or the Lessor shall respect the historical integrity of the buildings. Any such proposed change to be made by the Lessee shall be agreed to by the Lessor. Any such change shall

be in accordance with the 1989 Kemper Center master plan approved by the County Board and the Kemper Board. The Lessee may, at its option and at its own expense, demolish or raze any structure located on said demised premises, provided, however, that the Lessor shall have the right and option to prohibit the Lessee from demolishing or razing any structure on the demised premises. The Kenosha County Board of Supervisors must approve any demolition.

No new building shall be constructed on the demised premises without the consent of the Lessor.

ARTICLE XIV. Lien waivers.

The Lessee shall keep the premises free of liens.

ARTICLE XV. Assignment & subletting.

"The Lessee shall be permitted to sublet portions of the demised premises in order to further develop said property. All subleasees shall be engaged in businesses compatible with the overall mission and 1989 Kemper Center Master Plan."

ARTICLE XVI. Previous waiver.

No waiver of a breach of any of the agreements in this lease shall be construed to be a waiver of any subsequent breach of the same or any other agreement.

ARTICLE XVII. Termination of lease.

Lessee shall correct any substantial non-compliance with the terms of this lease within 60 days of written notice by Lessor of such non-compliance. If Lessee fails to correct such non-compliance within said period, Lessor may terminate this lease at any time upon giving Lessee an additional 60 days prior written notice of Lessor's intent to terminate this lease. In the event of such termination, any funds, accounts, or trusts being held by the Lessee which have been designated to be used for the maintenance and operation of the demised premises shall be conveyed to the Lessor for the purpose of defraying maintenance and operational costs to the Lessor.

ARTICLE XVIII. Modification of lease.

Lessor and Lessee may agree to a modification of this lease and the terms and conditions contained herein.

ARTICLE XIX. Effect of lease.


The terms of this lease shall be exclusively binding upon all parties to this lease regardless of any prior statements, be they

oral or written, made by either party.

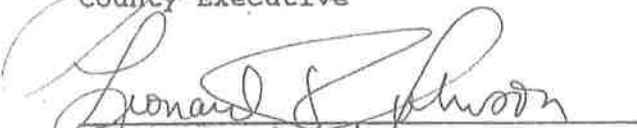
ARTICLE XX. Annual Report to County Board.

The lessee shall provide the lessor with an annual report on:

- Fees & fee schedules
- Status of trust fund
- Budget
- Sublessees
- Use figures
- Status of renovation
- Any other information deemed necessary by the Board



 County Executive



 County Board Chairman

REVIEWED BY
 KENOSHA COUNTY
 CORPORATION COLLECTOR'S OFFICE
 MAY 26 1992

KEMPER CENTER, INC.





 Vice President

STATE OF WISCONSIN :
 :
 COUNTY OF KENOSHA : ss.
 :

Personally came before me this 11 day of
June, 1992 the named John R Collins, County
 Executive; and Leonard Johnson, Chairman of the Kenosha
 County Board; Nancy Principe, ~~County Clerk;~~
 _____, ~~President of Kemper Center, Inc., and~~
 _____, ~~Vice President of Kemper Center, Inc.,~~
 to me known to be the persons who executed the foregoing
 instrument and acknowledged the same.



Date	Invoice account	Name	Voucher			
100-760-7600-572110 Kemper Center Donation						
11/04/2019	V0001637	We Energies	INV0023137	0089954781 2019Nov		\$2,457.81
11/04/2019	V0001637	We Energies	INV0023139	2625529487 2019Nov		\$635.35
11/04/2019	V0001637	We Energies	INV0023141	9413695949 2019Nov		\$629.82
11/12/2019	V0000043	City of Kenosha Wisconsin	INV0023693	65010031000 Kemper		\$46.00
11/12/2019	V0001494	TDS Telecom	INV0023694	262-657-6005Kemper		\$182.09
11/12/2019	V0001494	TDS Telecom	INV0023695	262-653-0481 Anderson Art		\$145.37
11/12/2019	V0001767	Cintas Automatic Fire Protection	INV0023697	Inspection-wet and dry sprinkler		\$202.00
11/26/2019	V0001032	Alarm Detection Systems Inc Aurora Il	INV0024517	Kemper and Anderson Art		\$1,482.81
12/04/2019	V0001475	Johnstone Supply Racine	PCD-000017622	SEAL PUMP KIT		\$419.17
12/05/2019	V0001637	We Energies	INV0024955	4059402849 Nov2019		\$817.97
12/05/2019	V0001637	We Energies	INV0024957	2607338627 Nov2019		\$365.75
12/06/2019	V0001475	Johnstone Supply Racine	PCD-000017624	VALVE ASSEMBLY		\$493.80
12/10/2019	V0001475	Johnstone Supply Racine	PCD-000017844	FIN SPACING CONTROL TEMP		\$73.90
12/10/2019	V0001637	We Energies	INV0025155	2443-265-167 Nov2019		\$225.29
12/10/2019	V0001494	TDS Telecom	INV0025156	262-653-0481		\$145.57
12/10/2019	V0000043	City of Kenosha Wisconsin	INV0025157	1129760031999 6627 3rd Ave		\$58.35
12/10/2019	V0000043	City of Kenosha Wisconsin	INV0025158	1129770672999 121 67 St		\$10.20
12/10/2019	V0000043	City of Kenosha Wisconsin	INV0025159	1065010031904		\$126.06
12/10/2019	V0000043	City of Kenosha Wisconsin	INV0025160	066030031000		\$79.46
12/10/2019	V0001637	We Energies	INV0025148	9413-695-949 Nov2019		\$1,928.37
12/10/2019	V0001637	We Energies	INV0025149	0089-954-781 Nov 2019		\$2,841.06
12/10/2019	V0001494	TDS Telecom	INV0025150	262-657-6005		\$179.54
12/10/2019	V0000043	City of Kenosha Wisconsin	INV0025151	1129590662999 122 66 St		\$2.40
12/10/2019	V0000043	City of Kenosha Wisconsin	INV0025152	1065010031903 6501 3		\$104.20
12/10/2019	V0001637	We Energies	INV0025153	4666-626-502 Nov2019		\$495.32
12/11/2019	V0000043	City of Kenosha Wisconsin	INV0025154	1065010031901 6501 3rd Ave		\$153.87
12/12/2019	V0001679	Express Elevator Llc	INV0025453	Maintenance at Kemper		\$75.00
12/12/2019	V0001116	First Supply - Madison	INV0025459	RED STRAIGHT TUBE		\$148.15
12/19/2019	V0001475	Johnstone Supply Racine	PCD-000017980	CAST PUMP COUPLER		\$146.25
12/19/2019	V0001475	Johnstone Supply Racine	PCD-000017981	MOTOR SINGLE PHASE		\$1,472.33
12/30/2019	V0000043	City of Kenosha Wisconsin	INV0026282	5 06501 0031 000 Dec2019		\$46.00
12/30/2019	V0001637	We Energies	INV0026106	4666626502Dec2019		\$440.05

03/17/2020	V0001637	We Energies	INV0030410	9413-695-949	9413-695-949	\$2,531.82
03/25/2020	V0001534	Filtration Concepts Inc	INV0030915	Filters-Kemper	Filters-Kemper	\$1,089.56
04/03/2020	V0001679	Express Elevator Llc	INV0031244	bi-monthly elevator maintenance	bi-monthly elevator maintenance	\$125.00
04/06/2020	V0001637	We Energies	INV0031457	4666-626-502Mar20	4666-626-502Mar20	\$113.60
04/06/2020	V0001637	We Energies	INV0031458	4059-402-849Mar20	4059-402-849Mar20	\$1,312.79
04/06/2020	V0001494	TDS Telecom	INV0031466	262-657-6005April20	262-657-6005April20	\$179.36
04/06/2020	V0001494	TDS Telecom	INV0031467	262-653-0481	262-653-0481	\$150.34
04/06/2020	V0001637	We Energies	INV0031468	2607-338-627Mar2020	2607-338-627Mar2020	\$313.12
04/14/2020	V0001637	We Energies	INV0031713	9413-695-949Mar2020	9413-695-949Mar2020	\$1,615.94
04/14/2020	V0001637	We Energies	INV0031715	7436-919-133Mar20	7436-919-133Mar20	\$511.61
04/14/2020	V0001679	Express Elevator Llc	INV0031716		46647	\$200.00
04/14/2020	V0001637	We Energies	INV0031717	2443-265-167Mar2020	2443-265-167Mar2020	\$79.38
04/14/2020	V0001637	We Energies	INV0031719	0089-954-781Mar20	0089-954-781Mar20	\$2,446.78
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032318	1129770672999	1129770672999	\$10.34
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032319	1129760031999	1129760031999	\$59.40
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032320	1129590662999	1129590662999	\$2.38
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032323	1066030031000	1066030031000	\$119.11
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032324	1065010031904	1065010031904	\$100.74
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032325	1065010031903	1065010031903	\$107.11
04/23/2020	V0000043	City of Kenosha Wisconsin	INV0032326	1065010031901	1065010031901	\$108.72
04/24/2020	V0000212	Reinders Inc	PCD-000022092		100	\$1,140.23
04/24/2020	V0002091	Napa Auto Parts	PCD-000022093	belt	belt	\$58.52
05/01/2020	V0010938	Flannery Fire Protection	INV0032532	Annual Fire Sprinkler Inspection	Annual Fire Sprinkler Inspection	\$645.00
05/01/2020	V0010938	Flannery Fire Protection	INV0032533	Fire Sprinkler System work	Fire Sprinkler System work	\$870.00
05/01/2020	V0001767	Cintas Automatic Fire Protection	INV0032541	Inspection Kitchen System - Kemper	Inspection Kitchen System - Kemper	\$830.89
05/07/2020	V0001637	We Energies	INV0033056	4059-402-849April 20	4059-402-849April 20	\$787.86
05/07/2020	V0001494	TDS Telecom	INV0033063	262-657-6005May2020Kemper	262-657-6005May2020Kemper	\$179.36
05/07/2020	V0001494	TDS Telecom	INV0033064	262-653-0481May2020Anderson	262-653-0481May2020Anderson	\$147.70
05/07/2020	V0001637	We Energies	INV0033068	2607-338-627April20	2607-338-627April20	\$530.77
05/14/2020	V0001637	We Energies	INV0033486	9413-695-949April20	9413-695-949April20	\$1,188.57
05/14/2020	V0001637	We Energies	INV0033494	4666-626-502April20	4666-626-502April20	\$201.12
05/14/2020	V0001637	We Energies	INV0033522	2443-265-167April20	2443-265-167April20	\$86.31
05/14/2020	V0001637	We Energies	INV0033549	0089-954-781April20	0089-954-781April20	\$2,192.32
100-760-7600-572110		Kemper Center Donation Total				\$59,334.09
Grand total						\$59,334.09

MEMORANDUM OF UNDERSTANDING

BETWEEN KENOSHA COUNTY AND KEMPER CENTER, INC.

This agreement made this 9th day of October, 2017, by and between Kenosha County, hereinafter "County," and Kemper Center, Inc., hereinafter "Kemper." This agreement shall be effective for the term of the lease between the parties, however, either party can request the renegotiation of this agreement and/or the lease at any time prior to the end of that lease.

HISTORICAL PERSPECTIVE

For forty years there has been a successful public/private collaboration between Kenosha County and a nonprofit, Kemper Center, Inc. that has benefited the public not only by preserving and maintaining structures in the county park, known as Kemper Center, but by providing cultural and recreational opportunities to the people of Kenosha County.

THE UNDERSTANDING

WHEREAS, Kemper Hall was a private school for girls located in the City of Kenosha on the shores of Lake Michigan that had closed, and the property was about to be placed on the market for private development prior to 1976; and

WHEREAS, adjacent to Kemper Hall was a large private residence known as the Anderson Estate, and the combined properties constituted approximately 10 acres consisting of several structures, some of which have great historic importance, and

WHEREAS, a group of former alumni of Kemper Hall and other concerned citizens formed a nonprofit 501(c)(3) Corporation called Kemper Center, Inc. for the purpose of preserving the property and putting it to a public use; and

WHEREAS, the then-owners of the property, County and Kemper, joined together for the purpose of obtaining title to the property and making it a public park and providing a venue for both recreational and cultural activities; and

WHEREAS, upon obtaining title to the property, the County designated these properties as a public park and simultaneously entered into a lease agreement with Kemper to operate and maintain the property as a public park; and

WHEREAS, over the last 40 years, Kemper, through the efforts of its volunteers, has raised millions of dollars through private donations, grants and fees to fund activities at the park and to preserve and protect structures on the property; and

WHEREAS, the original lease has been extended and amended and the parties had entered into a management agreement that has not been extended or updated for several years and desire to now clarify funding provisions and set forth the duties and obligations of the parties; and

WHEREAS, Kenosha County and Kemper Center, Inc. share the goals of Kemper having continued viability, financial independence and self-sustainability, and agree that the terms of this Memorandum of Understanding is intended to assist Kemper in reaching these goals and may enable County to make funds available to assist Kemper; and

WHEREAS, in previous years, the County made specific donations for certain projects at Kemper Center and additional donations towards the operating costs and expenses of Kemper, but this method of funding by the County could leave budgeting uncertainty on behalf of both the County and Kemper;

NOW THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Kenosha County and Kemper Center, Inc. agree as follows:

1. Kemper Center is a valuable piece of public property, and Kemper Center, Inc. is an important partner of Kenosha County, not only in obtaining and maintaining the park, but also in sponsoring and promoting activities at the park that are of great value to the citizens of the County.
2. Kemper Center is a valuable piece of public property and the County may choose to independently undertake projects on the property to improve, preserve, and maintain the property without the permission, input, or assistance of Kemper.
3. The parties agree that it is in the interest of both County and Kemper that Kemper have sufficient funds to operate efficiently and effectively. The County is not legally compelled or obligated to provide any funding whatsoever to Kemper, but appreciates the value of Kemper's mission, and may choose to contribute to that organization in the future and to improve the park's grounds and structures. The County recognizes that one of the largest expenses Kemper has on an annual basis is that of the utilities required to keep the property operational. Therefore the parties agree that, beginning in 2019, and notwithstanding the terms of the lease, the County shall be financially responsible for utilities, contingent upon the County Board allocating the necessary funds. It is the understanding and agreement of the parties that "utilities" consists of the expenses for gas/electric, water, alarm/security system services, fire inspection/annual equipment services, and emergency phones. Such payments shall, as practical, be made directly to the necessary utilities. Such payments shall not exceed \$100,000 in any calendar year.
4. Kemper, as the tenant of the park, will not undertake any project at the park that will substantially alter any existing structure or any part of the property without the express written permission of the County.

5. The parties agree that it is in the interest of both the County and Kemper to ensure that there are clear and consistent lines of communication between the parties. Kemper shall therefore assign the Executive Director as a liaison to the Division of Parks Director for purposes of communicating ongoing projects, strategic plans, events, maintenance and other information pertaining to the Kemper Center/Anderson Arts Campus. Further, Kemper shall inform the Parks Director of all Kemper Board Center meetings, who shall have the right to attend such meetings in the capacity of a liaison. Finally, Kemper shall not undertake any projects to remodel nor make any alterations to the property without the written approval of the County Executive and/or his designee.
6. The parties agree that it is in the interest of both County and Kemper that there be transparency and accountability in how public funds are utilized. Kemper will, therefore, not commingle any County funds with their own funds, and will follow standard accounting procedures. Further, Kemper will regularly provide a detailed report, with accompanying documentation, to the County as to how County funds, if any have been received, have been expended. This report will be delivered to the County Executive or his designee and shall be due on March 31, June 30, and September 30 of each year.
7. Upon taking on the cost of utilities at Kemper Center beginning in 2019, the County would no longer be expected to pay a fixed sum of \$100,000 per year towards the operating expenses of Kemper Center. Any contributions to the operating expenses that exceed the utility payments described in paragraph 3 would be those recommended by the Kemper Center Board of Directors that are included by the County Executive in the annual budget, as approved by the County Board of Supervisors.
8. Kenosha County will continue to make improvements to the park that the County deems appropriate, but will no longer be expected to contribute a fixed sum of \$50,000 per year to a "restricted fund" for Kemper Center capital improvements. Instead, the Board of Directors of Kemper Center will petition the Director of Kenosha County Parks to help fund specific capital improvement projects, which petitions may or may not be approved by the Director at his/her discretion, within the parameters of the approved budget.
9. Kemper shall assist the County in determining what capital improvements to undertake by annually providing the County with a list of recommended capital improvements by May 31st of each year, which shall be reviewed by the County Executive or his/her designee and funded in the subsequent calendar year, if approved by the County Board, separately from those funds for utilities described in paragraph

3 above. Capital improvement funds shall remain within County budgets and used as directed by the County Executive and County Board.

10. The parties agree that the County maintains sole responsibility for tree removal and pruning, clearing debris after major storm events, and serving as project manager for capital improvement projects.
11. The parties may modify this Memorandum of Understanding, or the terms of the Lease, by mutual written agreement, at any time, if the terms set forth therein are no longer accurate, valid or appropriate.
12. Each of the undersigned hereby represent that they have the requisite power and authority to execute this Memorandum of Understanding, and the terms of the agreement have been approved by all action required by law.

Kemper Center, Inc.

By:

[Signature]
GARY GROENKE
Chairman, Kemper Center, Inc.

Dated:

10-9-17

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me this 9th day of October, 2017, Gary Groenke, to me known as the ~~President~~ ^{Chairman} of Kemper Center, Inc., and acknowledged that he executed the foregoing instrument as an officer of that organization as the agreement of that organization, by its authority.



[Signature]
Print Name: Joseph M. Cardamone

Notary Public, Kenosha County, WI.

My Commission expires/is: Permanent

County of Kenosha

By:

Jim Kreuser

JIM KREUSER
County Executive

Dated:

10/11/17

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me this 9th day of October, 2017, Jim Kreuser, County Executive of the County of Kenosha, Wisconsin, to me known as the County Executive of said county, and acknowledged that he executed the foregoing instrument as the Executive of said County as the agreement of said County, by its authority.



Joseph A. Cardamone

Print Name: Joseph A. Cardamone

Notary Public, Kenosha County, WI.

My Commission expires/is: permanent