

Dane County Contract Cover Sheet

Revised 06/2021

RES 246

BAF # 22166
 Acct: Breunig
 Mgr: Bettin
 Budget Y/N: N

Dept./Division	Human Services / PEI		
Vendor Name	Cyrena Pondrom DBA Pondrom Apartments	MUNIS #	28855
Brief Contract Title/Description	Lease for JFF office with Pondrom Apartments located at 2225 Allied Drive (4 units) effective 1/1/2023. Term is for one year lease includes option to renew for four successive one-year terms at 4% increase each renewal		
Contract Term	1/1/2023 - 12/31/2023		
Contract Amount	\$ 39,482.76		

Contract # Admin will assign	14901
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Nan Thornton
Phone #	608-242-6391	Phone #	608-240-8840
Email	dcdhscontracts@countyofdane.com	Email	nan@faircrest.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 555	Org: 72353	Obj: 20511	Proj:	
	Year 2023	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	246
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2022.11.23 12:52:59 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/28/22	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, November 28, 2022 11:01 AM
To: Hicklin, Charles; Hidalgo, Carmen; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14901
Attachments: 14901.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/1/2022 2:04 PM	Approve: 12/1/2022 2:05 PM
	Hidalgo, Carmen	Read: 11/28/2022 11:02 AM	Approve: 11/28/2022 1:04 PM
	Pabellon, Carlos	Read: 11/28/2022 11:11 AM	Approve: 11/28/2022 11:15 AM
	Lowndes, Daniel	Read: 11/28/2022 11:17 AM	Approve: 11/28/2022 12:08 PM
	Stavn, Stephanie	Read: 11/28/2022 1:27 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14901
Department: Human Services
Vendor: Cyrena Pondrom DBA Pondrom Apartments
Contract Description: JFF Office Lease at 2225 Allied Drive (Res 246)
Contract Term: 1/1/23 – 12/31/23
Contract Amount: \$39,482.76

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2022 RES-246

**AUTHORIZING ALLIED LEASE FOR
DANE COUNTY HUMAN SERVICES JOINING FORCES FOR FAMILIES PROGRAM –
PEI DIVISION**

Dane County Department of Human Services (DCDHS) is involved in a program of providing more localized services in the communities identified as needing those services the most. One such program is the Joining Forces for Families (JFF) Program. JFF leases four units of office space at 2225 Allied Drive, #1, #2, #3 and #4 in Madison, which are owned by Pondrom Apartments and managed by Faircrest Management, LLC. The current lease expires at the end of 2022 and JFF desires to enter into a new lease to continue occupying these units.

The negotiated monthly rental rate is \$822.56 per unit or \$3,290.23 per month which is \$39,482.76 annually. The lease includes four (4) additional one year renewal terms at a 4% increase each year. The space will be utilized by a Dane County Community social worker and other JFF partners.

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a Lease with Pondrom Apartments and Faircrest Management, LLC under the terms summarized above; and

BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are hereby authorized to execute the described Lease on behalf of Dane County.

LEASE

THIS LEASE, made and entered into and by and between Pondrom Apartments (hereinafter referred to as “LESSOR”), and County of Dane (hereinafter referred to as “LESSEE”):

WITNESSETH

Section 1. **LEASED PREMISES.** LESSOR, for and in consideration of the rents to be paid by LESSEE and the conditions, provisions, reservations, and stipulations hereinafter set forth, does hereby lease unto LESSEE office space more particularly designated and known as the Joining Forces for Families Office, 2225 Allied Drive #1, #2, #3, and #4 Madison, WI 53711. Hereinafter this property is referred to as the “leased premises”.

Section 2. **EXCLUSIVE USE OF LEASED PREMISES.** During the term of this Lease LESSEE shall be entitled to the exclusive use of the leased premises for the purpose of operating and conducting the business of a community office site for the Dane County Human Services Department or any other lawful use with the consent of LESSOR, which consent shall not be unreasonably withheld.

Section 3. **LEASE TERM.** The term of this lease shall be for a period of one year, beginning on January 1, 2023 running through December 31, 2023.

Section 4. **RENTS.** As rent for the leased premises LESSEE shall pay to LESSOR, Faircrest Management, 1741 Commercial Ave., Madison, WI 53704 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$3,290.23 per month due on the first of each month, for a total of \$39,482.76 per rental year.

Section 5. **RENTAL ADJUSTMENTS.** There are no rental adjustments for the one-year term of this lease.

Section 6. **RENEWAL OPTION.** The LESSEE shall have the option to renew this lease for four successive one-year terms, under the terms and conditions set forth in this lease. At each renewal date, the annual lease payment shall be increased by four percent (4%) over the immediately preceding rental period at the beginning of each renewal. Notification of LESSEE’s intention to exercise its option to renew shall be delivered in writing to LESSOR at least 60 days before expiration of the term of this lease or any renewal thereof would expire.

Section 7. **UTILITIES AND CERTAIN SERVICES.** LESSOR shall be responsible for and furnish at its own expense all utilities except electricity and telephone, required for LESSEE’s use of the premises. Lawn care and snow removal is the responsibility of the LESSOR.

Section 8. **ALTERATIONS PROHIBITED.** LESSEE shall make no changes, alterations, additions or improvements to the leased premises or parts thereof without the prior written consent of LESSOR.

Section 9. **NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet, or assignment of this lease unless in writing, consented to by LESSOR.

Section 10. **REPAIRS.** LESSEE agrees to keep and maintain the lease premises in good repair and condition except for damage by fire not occurring by fault of LESSEE. LESSOR shall

make all necessary structural repairs or replacements, including but not limited to, repairs to the roof, foundation, parking lot and major mechanical systems.

Section 11. REMOVAL OF FIXTURES. LESSEE may upon termination or expiration of this lease remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal.

Section 12. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR, or its authorized representative, shall be allowed access to the leased premises at reasonable times during business hours of LESSEE for the purposes of examining the same, performing LESSOR's obligations under this lease, maintaining and improving the building of which the leased premises are a part, responding to an emergency, preventing waste and exhibiting the said premises to prospective tenants or purchasers.

Section 13. INDEMNIFICATION. LESSOR shall indemnify and hold harmless LESSEE and its officials, officers, agents, and employees from any suits, claims, damages, and losses caused by the negligent acts, errors, or omissions of LESSOR.

Section 14. NOTICES. If at any time it shall become necessary or desirable for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to serve or give the same upon LESSOR, such notice or demand or communication shall be in writing and shall be served personally, or shall be served or given by certified mail addressed to a party's address as set forth below. If mailed as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed aforesaid, with postage properly prepaid.

Notices to LESSEE shall be sent to Dane County Real Estate Officer, 5201 Fen Oak Drive, #208, Madison, WI 53718 or such other official as LESSEE may from time to time designate in writing.

Notices to LESSOR shall be to Faircrest Management, 1741 Commercial Avenue, Madison, WI 53704, or such other agent as LESSOR may from time to time designate.

Section 15. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the leased premises, apartment community or be a nuisance or menace to neighboring property or neighboring tenants within the building. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the demised premises.

Section 16. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the leased premises and adjacent common areas. LESSEE agrees such rules and regulations may be rescinded, amended, or added to by LESSOR for the proper use, welfare, and enjoyment of all tenants and patrons of the building provided that any such rescission, amendment or addition (i) shall apply to all tenants equally and (ii) shall not unreasonably interfere with LESSEE's planned use of the premises. LESSEE shall have five (5) days advance written notice of any such rescissions, amendments or additions, and in the event LESSEE shall object thereto in writing, such rescissions, amendments or additions shall not become effective as against LESSEE until LESSEE and LESSOR have negotiated and reached agreement therein. If LESSEE is unable to accept LESSOR's revised, rescinded, or amended Rules and Regulations after fourteen (14) days, LESSEE shall have the right to terminate its lease with a thirty (30) day notice. Any violation of existing or property amended rules and regulations which continues or is not remedied within

fourteen (14) days after receipt of notice thereof from LESSOR shall constitute a material default in the lease entitling LESSOR to re-enter the premises and remove LESSEE and to use any other remedies available to LESSOR.

Section 17. UNTENABLE PREMISES. If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises untenable but capable of being repaired LESSOR shall give LESSEE a good faith estimate of the amount of time necessary to repair the premises to tenable condition. , LESSEE at its option may terminate the lease. If LESSEE does not terminate the lease, the premises shall be repaired by LESSOR at its own cost and expense and the rents payable by LESSEE shall be paid up to the time of such damage and thereafter cease until such time as the assigned premises shall be restored and again made tenable.

Section 18. INSURANCE REQUIRED. LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its agents, employees or officers, which is in the space.

Section 19. LESSEE'S OBLIGATIONS. During the term of this lease LESSEE agrees to pay the rents at the times and in the manner set forth herein. At the expiration hereof or earlier termination of the lease for any cause, LESSEE agrees to deliver up the leased premises to LESSOR peacefully and quietly in the condition called for by the terms of this lease normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the leases premises; that it will use the same for the above-named purposes only; that it will observe special care and caution to preserve the lease premises from damage or injury by fire or otherwise; that it will conduct its business or activities on the leased premises so as to keep the premiums of any insurance on any policy covering the leased premises at the lowest reasonable rate consistent with LESSEE's use of the premises: that it will observe and comply with at its own cost and expense, such rules and regulations as may be required by the fire insurance company or companies that may insure the leased premises; and that it will observe and comply with at its own cost and expense, all ordinances or laws, rules and regulations of the County of Dane and the State of Wisconsin, and any agency thereof in connection with conducting its business or activities thereon.

Section 20. LESSOR'S OBLIGATIONS. Lessor will be responsible, at its own cost, for maintaining in good order all mechanical systems, including heating, water, sewer, other plumbing, and all structural repairs.

Section 21. DEFAULT OF LESSEE. It is mutually understood and agreed that in case default be made in the payment of the rents above stipulated, provided that if LESSEE fails to cure such default within fifteen (15) days after notice thereof is given to it by LESSOR, or in case of noncompliance with the other conditions, covenants, terms and agreements herein contained, or any of them, to be kept and performed by LESSEE provided LESSEE fails to cure such non-compliance within ten (10) days after notice thereof is given to it by LESSOR, then and in any such event it shall be lawful for LESSOR, his agents, attorneys or assigns, at any time thereafter at the election of LESSOR, in addition to any and all other remedies provided by law or this lease, to declare said term ended and again to possess and enjoy the leased premises as before this lease.

Section 22. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT. LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rents reserved herein and performing the

covenants and agreements herein contained on its part, LESSEE shall at all times during said term peaceably and quietly have, hold and enjoy the leased premises.

Section 23. SUBORDINATION. LESSEE agrees to subordinate its interest in and to the leased premises to any first mortgage lien placed on the premises by LESSOR during the term of the lease or any extension thereof and to execute any subordination agreement requested by such mortgagee of LESSOR.

Section 24. NONDISCRIMINATION. In the performance of the services under this lease, LESSOR and LESSEE agree not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level, or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. LESSOR and LESSEE further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this lease because of race, religion, color, age, disability, sex or national origin.

Section 25. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD. LESSOR and LESSEE shall in all solicitations for employment or tenancy placed on either's behalf, state that LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

Section 26. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor affect the right of the party to enforce the same upon a subsequent default or breach.

Section 27. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any 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.

Section 28. PARTIAL INVALIDITY. The terms and provisions of this lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 29. CAPTIONS. The captions or paragraphs appearing in this lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this lease, nor in any way affect this lease.

Section 30. SUCCESSORS AND ASSIGNS. This lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns except as otherwise herein specifically provided.

Section 31. ENTIRE AGREEMENT. This lease sets forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendment, change, or addition to or of this lease shall be binding upon LESSOR or LESSEE unless the same is reduced to writing and signed by the parties.

Section 32. CONSTRUCTION. This lease will be interpreted according to the laws of Wisconsin and any action will be venued in Dane County. The lease will not be construed against the drafter.

IN WITNESS WHEREOF, LESSOR and LESSEE, by their respective authorized agents, have set their hands and seals as of the day and date first set forth above.

FOR LESSOR:

Brian S. Bosben

Brian Bosben, Agent
Pondrom Apartments
Faircrest Management

FOR LESSEE:

Joseph T. Parisi
County Executive

Scott McDonell
County Clerk