

Dane County Contract Addendum Cover Sheet

Revised 03/2025

Res 030

BAF # 25139
Acct: Seitz
Mgr: J Wuthrich
Budget Y/N: N

Contract # Admin will assign		15496 A	
Dept./Division	Human Services / HAA	Vendor Name	Occupy Madison Inc
Brief Addendum Title/Description	The lease amendment will allow for the establishment of the Tiny House Village by September 30, 2025.	Vendor MUNIS #	31386
		Addendum Term	7/1/2024 - 7/1/2039
		Amount (\$)	\$ 0.00

Department Contact Information		Vendor Contact Information	
Contact	Contract Coordination Assistant	Contact	Brenda Konkel
Phone #	608-242-6200	Phone #	608-305-4707
Email	dcdhscontracts@danecounty.gov	Email	brendakonkel@gmail.com
Purchasing Officer			

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input checked="" type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input type="checkbox"/>	New PO / Req. Submitted Req#	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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	7/1/2024 - 7/1/2039	\$ 1.00	<input type="checkbox"/> None	Res# 2024 - 016
	A	7/1/2024 - 7/1/2039	\$ 0.00	<input type="checkbox"/> None	Res# 2025 - 030
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 1.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 5.14.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/15/25 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, May 20, 2025 9:58 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15496A
Attachments: 15496A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/20/2025 12:02 PM	Approve: 5/20/2025 12:02 PM
	Rogan, Megan	Read: 5/20/2025 10:14 AM	Approve: 5/20/2025 10:15 AM
	Cotillier, Joshua		Approve: 5/20/2025 10:57 AM
	Oby, Joe		

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

Contract #15496A
Department: Human Services
Vendor: Occupy Madison
Contract Description: Lease Amendments to allow for establishment of Madison Tiny Village (Res 030)
Contract Term: 7/1/24 – 7/1/2039
Contract Amount: \$0.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

FIRST AMENDMENT TO BUILDING LEASE

THIS AMENDMENT, made and entered into by and between County of Dane, Wisconsin (hereinafter referred to as "LANDLORD"), and Occupy Madison, Inc. (hereinafter referred to as "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT (hereinafter referred to collectively as the "Parties") have entered into a Lease for the building at 201/205 South Stoughton Road in the City of Madison, Wisconsin, hereinafter referred to as the "Leased Premises" and both parties desire to amend said Lease;

THEREFORE, in considered of the conditions and the mutual covenants set forth hereafter and, in the Lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LANDLORD and TENANT agree that the Lease shall be amended as follows:

19.(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion), or (iii) fails to complete improvements by September 30, 2025. Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

EXHIBIT B – EXPECTATIONS FOR OPERATION (see attached)

All other terms, conditions, and obligations of the lease, except as otherwise expressly provided herein, remain in full force and effect.

IN WITNESS THEREOF TENANT has set their hands and seals as of the day and date by which all parties have caused this Addendum to Lease be executed.

TENANT:

OCCUPY MADISON, INC.

By: Brenda K. Konkel

Brenda K. Konkel, Treasurer

[Landlord's Signature Continues on Following Page]

IN WITNESS THEREOF LANDLORD, by its authorized agent have their hands and seals as of the day and date by which both parties have caused this Addendum to Lease to be executed.

COUNTY OF DANE,
a Wisconsin County and quasi-municipal
cooperation pursuant to Chapter 59 of the
Wisconsin Statutes.

By: _____
Melissa Agard, Dane County Executive

By: _____
Scott McDonell, Dane County Clerk

EXHIBIT B
EXPECTATIONS FOR OPERATION

1. Tenant will maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. Tenant will be responsible for installation, maintenance and keeping in good repair the following:
 - a. Bathroom facilities which shall contain 2 shower rooms , and a minimum of 2 restrooms.
 - b. A full residential kitchen which shall include a refrigerator, freezer, sink, and stove/oven.
 - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.
2. Tenant will ensure residents have access to an emergency phone at all times. Tenant will install, maintain and keep in good repair such phone.
3. Tenant shall timely provide to Landlord a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements.
4. If requested by Landlord, Tenant shall meet with Landlord about any ongoing issues and shall submit a corrective action plan if requested by Landlord.

FIRST AMENDMENT TO LAND LEASE

THIS AMENDMENT, made and entered into by and between County of Dane, Wisconsin (hereinafter referred to as "LANDLORD"), and Occupy Madison, Inc. (hereinafter referred to as "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT (hereinafter referred to collectively as the "Parties") have entered into a Lease for the land at 201/205 South Stoughton Road in the City of Madison, Wisconsin, hereinafter referred to as the "Leased Premises" and both parties desire to amend said Lease;

THEREFORE, in considered of the conditions and the mutual covenants set forth hereafter and, in the Lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LANDLORD and TENANT agree that the Lease shall be amended as follows:

16.(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion), or (iii) fails to establish tiny home village September 30, 2025.

Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

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TENANT:

OCCUPY MADISON, INC.

By: Brenda K. Konkel

Brenda K. Konkel, Treasurer

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a Wisconsin County and quasi-municipal
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Wisconsin Statutes.

By: _____
Melissa Agard, Dane County Executive

By: _____
Scott McDonell, Dane County Clerk

EXHIBIT B

EXPECTATIONS FOR OPERATION

1. Tenant will install, maintain, manage and keep in good repair a Tiny House Village for 20-30 residents.
2. Tenant will prioritize access to Tiny Houses for residents as follows:
 - a. People experiencing unsheltered homelessness and living in places not meant for human habitation, primarily on the street, in tents or in vehicles.
 - b. People sleeping at shelter.
 - c. People who are doubled up.
3. Tenant shall have no income or sobriety requirements for prospective residents. Residents shall not be required to address mental health issues or participate in services as condition of selection for a Tiny House.
4. Tenant shall select residents in accordance with Tenant's selection process and procedures. The selection process and policies shall be provided to the Landlord annually by January 15th.
5. Tenant shall terminate resident's occupancy in accordance with Tenant's termination process and procedures. The termination process and policies shall be provided to the Landlord annually by January 15th.
6. Ensure the Tiny House Village is developed and operated in compliance with all applicable City of Madison Ordinances, including Chapter 28 – Zoning Code Ordinance, Subchapter 28J:-Supplemental Regulations. (SUBCHAPTER 28J: - SUPPLEMENTAL REGULATIONS | Code of Ordinances)
7. Tenant will maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. Tenant will be responsible for installation, maintenance and keeping in good repair the following:
 - a. Bathroom facilities which shall contain 2 shower rooms, and 2 restrooms.
 - b. A full residential kitchen which shall include a refrigerator, freezer, sink, and stove/oven.
 - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.
8. Tenant will ensure residents have access to an emergency phone at all times. Tenant will install, maintain and keep in good repair such phone.
9. Tenant shall timely provide to Landlord a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements, and amendments thereto.
10. If requested by Landlord, Tenant shall meet Landlord about any ongoing issues and shall submit a corrective action plan if requested by Landlord.