

Res 528

significant

Dane County Contract Cover Sheet

Dept./Division	Sheriff's Office -- Field Services
Vendor Name	Town of Middleton
Vendor MUNIS #	8019
Brief Contract Title/Description	Authorizing a contract addendum with Town of Middleton to extend the term of the lease for the West Precinct an additional 5-years.
Contract Term	April 1, 2018 - March 31, 2023
Total Contract Amount	\$ \$119,500 (\$23,900 annually for 5-years)

Contract # <small>Admin will assign</small>	1644B
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	POS
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)	
	<input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)	
	<input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)	
	<input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	SHRFFLD	Obj Code	32232	Amount	\$ 23,900
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	232
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.				Year	12-13

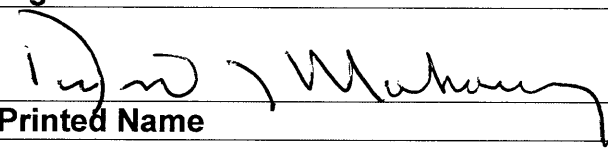

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
NG	Received by DOA	3/29/18		
cu	Controller		3/30/18	
PCP	Purchasing	4/2/18	4/2/18	
	Corporation Counsel	4/2/18	4/2/18	
	Risk Management	4/2/18	4/2/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Lillian Radivojevich	Name	David Shaw
Phone #	(608)284-4801	Phone #	(608)833-5887
Email	radivojevich@danesherriff.com	Email	dshaw@town.middleton.wi.us
Address	115 West Doty St, Madison, WI, 53703	Address	7555 W. Old Sauk Rd., Verona, WI, 53593

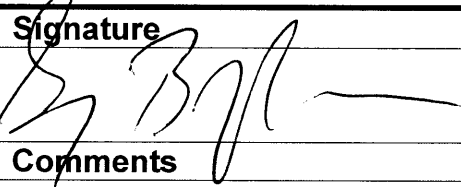
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Corporation Counsel
<input type="checkbox"/>	Non-standard contract.

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/29/18
	Printed Name	
		

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
		5/2/18
	Comments	
Corporation Counsel	Signature	Date
		5/3/18
	Comments	

**ADDENDUM TO AND SECOND EXTENSION OF
TOWN OF MIDDLETON LEASE
2018-2023**

THIS LEASE, is a second extension to and modification of the original lease that was made and entered into July 23, 1997, by and between the Town of Middleton (hereinafter referred to as the "Lessor") and Dane County (hereinafter referred to as the "Lessee") and the first extension, entered into on April 1, 2013

The original lease is hereby modified as follows:

Section 3. Lease Term. Lessee, whose address is c/o County Clerk, 210 Martin Luther King Jr. Boulevard, Madison, Wisconsin, 53703-3342, shall have and hold the leased premises for a term of five (5) years commencing on April 1, 2018 and terminating March 31, 2023. This lease term shall be referred to as the "the second extension to the original lease term."

Section 5. Rents. Rent for the leased premises during the second extension original lease term, shall be \$20,900 per year or \$5,225 per quarter.

Per the original lease, the leased area consists of the lower level of the first addition to the Town Hall, exclusive of the stairwell, located at 7555 West Old Sauk Road, Verona, Wisconsin, together with reasonable right of access to and from the premises and use of a parking lot for vehicles owned and operated by Dane County Sheriff's Department, and its employees, including a minimum of thirty (30) [listed as ten (10) in the original lease but additional space was added to due to the precinct's needs] non-exclusive parking spaces located adjacent and to the south of the facility.

Per the original lease and the extensions of the lease, Lessee shall pay to Lessor c/o Town Clerk, Town of Middleton, 7555 West Old Sauk Road, Verona, Wisconsin, 53593, or at such other place as Lessor may designate in writing from time to time.

Section 6. Additional Payments. Lessee shall pay to Lessor the additional sum of two thousand dollars (\$2,000) annually. Lessor shall deposit such additional payments in a separate "sinking fund" which may be used only for repairs and renovations to the leased premises. Lessor shall have no obligation to return any unexpended balance in the sinking fund at the termination of this lease. Lessor is responsible for repairs, renovation or replacement of internal mechanical building systems.

Section 7. Utilities and Certain Services. Lessee shall be responsible for all utilities and services Lessee shall reimburse Lessor sixty percent (60%) of the annual costs associated with operation, maintenance, repair, renovation and/or replacement of the septic system serving the Town Hall. Lessee shall pay the Lessor the sum of \$1,000 annually for snow plowing and snow clearance services.

Section 18. Termination by Lessee. Lessee may, on a minimum of twelve (12) months' advance written notice, terminate this lease and all of its obligations hereunder, in the event the Dane County Board of Supervisors, at any time during the term of this lease, authorizes the closing or moving of this field office or fails to appropriate sufficient funds to Lessee to continue to support its obligations under this lease.

Section 19. Statement of Expectation of the Parties with Respect to Potential termination.

Notwithstanding Lessee's right to terminate the lease pursuant to Section 18 herein, it is the expectation of the parties that the Lessee will occupy and use the subject premises and pay the rent therefor for the duration of the extension period.

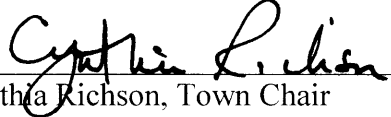
Section 30. Miscellaneous Provisions. The new quarterly payment shall be \$5,975 and is comprised of 25% of:

- A \$20,900 annual lease rate
- The \$2,000 annual sinking fund contribution
- The \$1,000 annual plowing fee.

This payment is due and payable in advance on the first day of the lease extension and quarterly thereafter.

Section 31: Conflicts. All terms of the original lease not modified by this addendum and extension shall remain in full force and effect. In the event of a conflict, the terms of the addendum and extension shall prevail.

FOR LESSOR: TOWN OF MIDDLETON

BY: 
Cynthia Richson, Town Chair

DATE: 3/21/18

BY: 
David Shaw, Town Clerk

DATE: 3/21/18

FOR LESSEE: COUNTY OF DANE

BY: _____
Joseph Parisi, County Executive

DATE: _____

BY: _____
Scott McDonell, County Clerk

DATE: _____