

Dane County Contract Cover Sheet

Revised 01/2024

Res 379
significant

Dept./Division	Department of Administration-Public Works Engineering Division		
Vendor Name	25 WEST MAIN PARKING	MUNIS #	34468
Brief Contract Title/Description	AWARD OF AGREEMENT FOR TEMPORARY PARKING FOR DANE COUNTY STAFF DURING JAIL CONSTRUCTION		
Contract Term	3/6/2024 - 4/30/2026		
Contract Amount	\$135,000.00		

Contract # Admin will assign	15413
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input 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	STEVE RICHARDS	Name	NICHOLAS ZINSER
Phone #	608-516-8367	Phone #	608-268-7029
Email	RICHARDS.STEVE@COUNTYOFDANE.COM	Email	NZINSER@ULI.COM
Purchasing Officer	PETE PATTEN		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 318025
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 1307	Org: CPSHRF	Obj: 57037	Proj:	\$ 135,000.00
	Year 2024	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	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 379
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

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	
Draper, Todd	Digitally signed by Draper, Todd Date: 2024.03.07 09:33:27 -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: 3/21/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 21, 2024 11:53 AM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15413
Attachments: 15413.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/21/2024 2:21 PM	Approve: 3/21/2024 2:21 PM
	Pabellon, Carlos	Read: 3/21/2024 11:57 AM	Approve: 3/21/2024 1:52 PM
	Patten (Purchasing), Peter		Approve: 3/21/2024 1:15 PM
	Cotillier, Joshua		Approve: 3/21/2024 2:01 PM
	Stavn, Stephanie	Read: 3/21/2024 1:08 PM	
	Oby, Joe		

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

Contract #15413
Department: Public Works
Vendor: 25 West Main Parking
Contract Description: Agreement for temporary parking for Dane County staff during jail construction (Res 379)
Contract Term: 3/6/24 – 4/30/26
Contract Amount: \$135,000.00

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.

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SUB 1 to 2023 RES-379

AWARD OF PARKING SPACE LEASE AGREEMENT BETWEEN ~~URBAN LAND INTERESTS,~~
~~LLC~~25 WEST MAIN PARKING RAMP AND DANE COUNTY FOR TEMPORARY PARKING FOR
DANE COUNTY STAFF DURING JAIL CONSTRUCTION
~~DURING JAIL CONSTRUCTION~~

The Department of Administration - Public Works Engineering Division has negotiated an agreement with ~~Urban Land Interests~~25 West Main Parking Ramp to provide an alternative parking site for select officials that normally park in the courthouse and/or Public Safety Building parking areas and will be displaced during the construction of the jail consolidation project.

NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to ~~Urban Land Interest~~25 West Main Parking Ramp, LLC, in the amount of \$135,000.00 for a term of two years with the option to extend; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Contract; and

BE IT FINALLY RESOLVED that the Department of Administration - Public Works Engineering Division be directed to ensure complete performance of the Contract



03/2024

DANE COUNTY CONTRACT # 15413

PARKING SPACE AGREEMENT

THIS PARKING SPACE LEASE AGREEMENT is made and entered into, by and between 25 West Main Parking, LLC("Lessor") and County of Dane ("Lessee") subject to the following terms and conditions:

I. PREMISES:

Lessor leases to Lessee, at the rental rate and on the terms and conditions hereinafter set forth, Twenty Five (25) parking spaces in the 25 West Main Parking, LLC located at 122 W. Doty St., Madison, Wisconsin. The premises shall be used solely for the temporary parking of motor vehicles by employees of Lessee. Eight stalls will be reserved on the P1 Level of the ramp and the remainder will be located in a block in the lowest level, P6 Level, adjacent to the elevator.

II. TERM:

The term of this Agreement shall commence on the 1st day of April , 2024, and shall terminate on April 30, 2026. There is a three full month minimum before Lessee may terminate this Agreement. After three full months, Lessee may terminate the Agreement upon a full thirty (30) day WRITTEN notice to Lessor's customer service office (please see www.uli.com for the mailing address or email address). Notices not received by the 1st of the month will be effective as of the last day of the next month. There are no mid-month terminations.

III. RENT:

Lessee shall pay to Lessor \$225.00 per parking space per month. All rental payments must be received by Lessor on before the first day of each month. Parking charges (and any applicable taxes) are due in advance without demand on the first business day of each month for that month, and any outstanding amounts are subject to a late fee of \$20.00. If the account is past due by more than 5 days, the monthly parking credentials (access card or permit) will be deactivated or invalidated and the posted daily parking fee must be paid until the account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges. A fee of \$30.00 will be charged for returned payments due to NSF or closed bank accounts. A fee of \$30.00 will be charged for ACH rejections.

IV. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

V. STANDARD TERMS:

This Agreement shall be subject to the following standard terms:

- A. Lessee acknowledges that this parking contract is not assignable and that the access cards are non-transferable to any unauthorized persons, and agrees to return the access card to Management immediately when usage ceases.
- B. Lessee acknowledges that the parking rights under this Agreement may be restricted to normal business hours.
- C. Lessee agrees that assigned parkers must comply with all posted signs, with directions given by Management, and with all other rules and regulations for use of the parking facility in effect from time to time. Without limiting the foregoing, Lessee acknowledges that no overnight parking is permitted in the Parking Facility without the prior written approval of Management in its sole discretion. Failure to comply may subject parkers to ticketing by the Madison Police Department and/or termination of this parking contract.
- D. The parking of unlicensed or uninsured vehicles, the general storage of vehicles and the repair or maintenance of vehicles is prohibited. The parking of vehicles that, in the opinion of Lessee, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited and may result in immediate towing at your expense.
- E. Parkers may not to park in the VISITOR PARKING area.
- F. Parkers shall have sole responsibility for the protection of Parker's vehicle and any other property located within the Parking Facility, and agrees that Management shall have no responsibility for policing or securing the Parking Facility. Parkers waive all claims against Management for damage to, or theft of, Parker's vehicle or other property located in the Parking Facility.
- G. Management reserves the right to reject this application, or to terminate the parking contract effective immediately upon notice to Lessee, if any information requested from Parker is incomplete or found to be inaccurate. No contract shall be deemed to have been created unless and until Management has assigned and issued a parking access card to Parker.
- H. Proximity access cards are issued for free at all our locations, damaged access cards will be replaced free of charge if returned to Urban Land Interests. Lost or stolen access cards will require a \$20.00 non-refundable replacement fee.

VI. SEVERABILITY:

In the event any section of this Lease or portion thereof shall be held invalid or unenforceable, the remainder of the section and the remaining sections shall continue in full force and effect.

VII. LIMITATION OF AGREEMENT:


This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

VIII. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

IN WITNESS WHEREOF, the parties, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR LESSOR:



Francis Balthazor, Facilities Services Mgr

19 MAR 24

Date

FOR LESSEE:

Joseph T. Parisi, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date