

Dane County Contract Cover Sheet

Res 249
BAF# 19124

significant

Dept./Division	Human Services / CYF
Vendor Name	Curran Properties LLC
Vendor MUNIS #	21840
Brief Contract Title/Description	Lease with Curran Properties for property located at 2901 Packers Ave, Madison WI. Contract is for 36 months, \$3,500 per month with landlord paying all utilities. This will be for the Northside Early Childhood Zone and Northside JFF offices.
Contract Term	10/1/2019 to 9/30/2022
Total Contract Amount	\$126,000.00

Contract # <small>Admin will assign</small>	13803
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req # 2014				
Year 2019				

Resolution /Addendum Form/ N/A	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 cover sheet.		
	<input checked="" type="checkbox"/> Resolution is required.		
	<input type="checkbox"/> Addendum Form required.	Res #	249
	<input type="checkbox"/> N/A	Year	2019

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
NG	Received by DOA	9/18/19		
al	Controller		9/18/19	
Co	Purchasing	9/19/2019	9/19/2019	
NA	Corporation Counsel			See "I" below
SL	Risk Management	9/18/19	9/18/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Curran Properties LLC
Phone #	608-242-6391	Phone #	608-386-8320
Email	Larson.spring@countyofdane.com	Email	pcurran@laxseed.com
Address	1202 Northport Drive, Madison WI 53704, GR FLR	Address	2541 Commerce St, LaCrosse, WI 54603

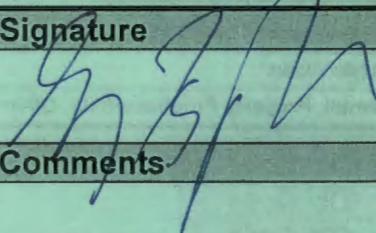
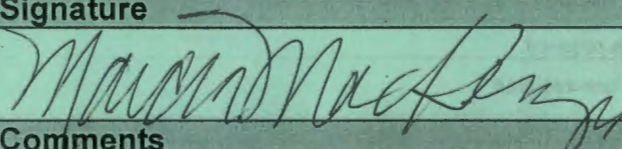
Human Services Only	a. Dane County Res. #	NA	Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	Kc	9/13/19
	c. Program Manager Name	Chance	h. Supervisor	CW	9-18-19
	d. Current Contract Amount	\$	i. Corporation Counsel	Man	9/19/19
	e. Adjustment Amount	\$126,000	j. To Provider		
	f. Revised Contract Amount	\$126,000	k. From Provider		

Department Head Approval/Shawn Tessmann, Director *Shawn Tessmann*

9/19/19

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

Contracts Exceeding \$100,000
Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		9/19/19
	Comments	
Corporation Counsel	Signature	Date
		9/18/19
	Comments	

2019 RES-249

AUTHORIZING LEASE FOR
NORTHSIDE EARLY CHILDHOOD ZONE OFFICE
DEPARTMENT OF HUMAN SERVICES – CYF DIVISION

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Dane County Department of Human Services (DCDHS) provides services to families on the north side of Madison through its Northside Early Childhood Zone (NECZ) program. NECZ's current lease is being terminated due to building demolition and has to vacate its space in October.

NECZ has found approximately 4000 square feet of office space in a building located at 2901 Packers Avenue, Madison which is available for rent. This new space is located less than ½ mile from its current location, making it ideal for its north side clients. This location may also provide a Northside DCDHS Joining Forces for Families office in the future.

Curran Properties, LLC has agreed to lease the property at 2901 Packers Avenue to NECZ beginning October 1, 2019 through September 30, 2022. Rent shall be \$3,500 per month for an annual amount of \$42,000 for three years. The lease includes two (2) renewal options for one (1) year each with a 6% increase in rent per year. All utilities, including lawn care and snow removal will be paid by the landlord.

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a Lease with Curran Properties, 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 Lease with Curran Properties, LLC on behalf of Dane County.

LEASE

NAM

This LEASE, made and entered into by and between Curran Properties, LLC (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 approximately 4000 square feet of office space more particularly designated and known as the Northside Early Childhood Zone Office, 2901 Packers Avenue, Madison, WI, 53714 hereinafter referred to as the "Leased Premises".

Lessee shall additionally be entitled to the non-exclusive use of common front and back entrances, common areas and parking lot.

Section 2. EXCLUSIVE USE OF LEASED PREMISES. During the term of this Lease, Lessee shall be entitled to the exclusive use and quiet enjoyment of the Leased Premises for the purpose of operating and conducting business of the Northside Early Childhood Zone under the Dane County Human Services Department or any other lawful use consistent with this purpose.

Section 3. LEASE TERM. The term of this Lease shall be for a period of three (3) years, beginning on October 1, 2019 and running through September 30, 2022.

Section 4. RENTS. As rent for the Leased Premises, Lessee shall pay to Lessor at 2541 Commerce Street, LaCrosse, WI 54603 or at such other place as Lessor may designate in writing from time to time, a total sum of \$42,000 per rental year, payable in advance in equal monthly installments of \$3,500 per month due on the first (1st) of every month commencing October 1, 2019.

Section 5. RENTAL ADJUSTMENTS. There are no rental adjustments for the three year term of the Lease.

Section 6. RENEWAL OPTION. Lessee shall have the option to renew this Lease for two (2) additional one (1) year terms subject to an increase of 6% per year based on the lease amount for the preceding year. All other terms and conditions of the Lease shall remain in full force and effect. Notification of Lessee's intention to exercise its option to renew shall be delivered in writing to Lessor at least 60 days before the expiration date of the original term of this Lease or the expiration date of the first renewal term.

Section 7. UTILITIES AND CERTAIN SERVICES. Lessor shall be responsible for and furnish at its own expense all utilities required for Lessee's use of the Leased 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 whereof without the prior written

consent of Lessor. If necessary to Lessee's purposes and efficient use of the Leased Premises, such consent will not be unreasonable withheld.

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 shall keep and maintain the Leased Premises in good repair and condition except for ordinary wear and tear and damage by fire or other unavoidable casualty 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. LEASEHOLD IMPROVEMENTS BY LESSEE. With Lessor's prior consent and subject to such reasonable regulations as Lessor shall impose, Lessee, may perform, in a professional, workman-like manner, leasehold improvement work at Lessee's sole risk, responsibility and cost. All such materials and work shall meet or exceed the present quality of the premises. The work and materials shall comply in every respect with requirements of all rules, ordinances, regulations, and codes of governmental bodies and agencies thereof having jurisdiction over the premises and with the terms and conditions of all insurance coverage applicable thereto. Lessee shall permit Lessor to supervise construction operations in connection with alterations or additions, if Lessor requests to do so, but Lessor shall have no duty to so supervise. Lessee's use of the property includes reasonable signage on the Leased Premises.

Section 12. REMOVAL OF FIXTURES. Lessee may, upon termination or expiration of this lease, remove any fixtures installed by Lessee on condition that Lessee shall repair at its cost any damage caused by such removal.

Section 13. CONSTRUCTION LIENS. Lessee shall prevent the filing of any construction liens on the Leased Premises.

Section 12. 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 Leased Premises to prospective tenants or purchasers.

Section 13. NO MUTUAL INDEMNIFICATION. Lessor and Lessee shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and each party shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, Lessor and Lessee shall be responsible for consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Lessor and Lessee to impose liability beyond that imposed by state statutes.

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 of officers, which is in the Leased Premises.

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 to the addresses 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 property prepaid.

Notices to Lessor shall be to: Curran Properties, LLC
Attn: Paul Curran
2541 Commerce Street
LaCrosse, WI 54603

or such other as Lessor may from time to time designate in writing.

Notices to Lessee shall be to: Dane County Land & Water Resources
Attn: Real Estate Coordinator
5201 Fen Oak Drive, Room 208,
Madison, WI 53718

or such other as Lessee may from time to time designate in writing.

Section 15. **RULES.** Lessee shall not perform any acts or carry on any practices which may injure the Leased Premises 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 or 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 the 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 Lease Premises. Lessee shall have (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 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 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 Leased Premises and move 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 Leased Premises at its own cost and expense. If the damage from such casualty substantially diminishes Lessee's use of the property, Lessor and Lessee shall negotiate a temporarily reduced rent until the Leased Premises is satisfactorily repaired. If the damage is so extensive as to render the Leased Premises untenable but capable of being repaired, Lessor shall give Lessee a good faith estimate of the amount of time necessary to repair the Leased Premises to tenable condition and Lessee at its option may terminate the lease. If Lessee does not terminate the lease, the Leased 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 Leased Premises shall be restored and again made tenable.

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 thereof 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 Leased Premises; that it will use the same for the above named purposes only; that it will observe special care and caution to preserve the Leased 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 Leased 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 OBLIGATION.** Lessor shall be responsible, at its own cost and expense, for maintaining in good order, all mechanical systems including heating, water, sewer, other plumbing and all structural repairs.

Section 21. **DEFAULT.** Should either party be in default under any provision of this lease, the non-defaulting party, prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall have thirty (30) days to remedy the default. This period may be extended by a written agreement of the parties. If Lessee defaults in the payment of any charges due or fails to perform any obligation under this lease and does not cure the default within thirty (30) days after written notice thereof, Lessor may at its option terminate this lease. Lessor may enforce its remedies by seeking damages, eviction, injunction or any other equitable remedy.

Section 22. **TERMINATION BY LESSEE.** Notwithstanding any language herein to the contrary, Lessee may terminate this lease and all of its obligations thereunder in the event the Dane County Board of Supervisors at any time during the term of this lease, requires the closing of the Northside Early Childhood Zone at the Leased Premises or Lessee's funding ends. Any such termination shall require a minimum one hundred twenty (120) days written notice to Lessor.

Section 23. **TERMINATION BY LESSOR.** Notwithstanding any language herein to the contrary, Lessor may terminate this Lease and all of its obligations at any time during the term of the Lease, decides to sell the Leased Premises, Lessor may terminate the Lease. Any such termination shall require a minimum of one hundred twenty (120) days written notice to Lessee.

Section 23. **SUBORDINATION.** Lessee agrees to subordinate its interest in and to the Leased Premises to any first mortgage lien placed on the Leased 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. **SEVERABILITY.** 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 of 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 Lessor and Lessee hereto, its heirs, representatives, successors and assigns except as otherwise herein specifically provided.

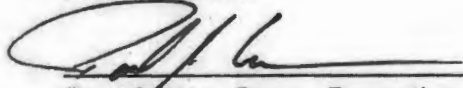
Section 31. ENTIRE AGREEMENT. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other 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 Lessor and Lessee.

Section 32. CHOICE OF LAW. This Lease will be governed according to the laws of Wisconsin and any action will be venued in Dane County. The Lease will not be construed against the drafter.

Section 33. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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:



Paul Curran, Curran Properties, LLC

FOR LESSEE:

Joseph T. Parisi, Dane County Executive

Scott McDonell, Dane County Clerk