

Res 585

significant

Dane County Contract Cover Sheet

Dept./Division	DHS / Children, Youth & Families
Vendor Name	Community Development Authority of the City of Madison (CDA)
Vendor MUNIS #	11091
Brief Contract Title/Description	DHS is exercising its first renewal option of a lease for office space and storage space at the Village on Park with CDA to extend the term for an additional 5 years.
Contract Term	May 1, 2019 - April 30, 2024
Total Contract Amount	\$ 1,807,914.10

Contract # <small>Admin will assign</small>	9916A
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 checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
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 cover sheet.		
	<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 # 585
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2018

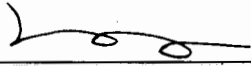
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
-------------------------	---

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/26/19		
at	Controller		3/29/19	
Cee	Purchasing	3/28/19	3/29/19	
off	Corporation Counsel	3/27/19	3/27/19	
A	Risk Management	3/27/19	3/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Kristine Koval
Phone #	608-224-3761	Phone #	608-267-8723
Email	smith.sharene@countyofdane.com	Email	kkoval@cityofmadison.com
Address	5201 Fen Oak Dr., #208, Madison, WI 53718	Address	215 Martin Luther King Jr. Blvd, Ste. 325, Madison, WI 53703


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.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/26/19
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		3/27/19
	Comments	

FIRST AMENDMENT TO LEASE

(This document pertains to a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This First Amendment to Lease, entered into this _____ day of March 2019, by and between the **Community Development Authority of the City of Madison**, a redevelopment authority created under Section 66.1335, Wis. Stats., located in Dane County, Wisconsin ("Landlord"), and the **County of Dane**, a Wisconsin municipal corporation ("Tenant").

WITNESSETH:

WHEREAS, the Community Development Authority of the City of Madison (the "Landlord") is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin, more particularly described in the attached Exhibit B; and

WHEREAS, Landlord and Tenant are parties to that certain Lease dated August 3, 2009, and recorded August 6, 2009 with the Dane County Register of Deeds as Document No. 4582978 (the "Lease"); and

WHEREAS, the term of the Lease is scheduled to expire on April 30, 2019 and Tenant wishes to exercise the first of its two Extension Options to renew the Lease per Section 1.3(a) of the Lease, for a period of five (5) years; and

WHEREAS the Lease payment for the Option Term shall be adjusted per Section 3.1(a) of the original Lease by three percent (3%) of the Office Base Rent and two percent (2%) of the Storage Base Rent as described in the table below.

NOW, THEREFORE, in consideration of the above 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 to the following addendum to the Lease:

1. The definition of (the "Shopping Center") within SECTION 1.1 of the Lease is amended to read:

"The Villager" as referenced in SECTION 1.1 of the Lease is revised to read "The Village on Park".

2. Exhibit B, "The Village on Park Legal Description", is hereby replaced with the updated and attached Exhibit B.

Return to: City of Madison
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-352-0406-9

3. SECTION 1.2 of the Lease is amended to read:

SECTION 1.2 LEASE TERM. The term of this Lease beginning on May 1, 2009 (the “Commencement Date”) and ending on April 30, 2019, unless terminated sooner or extended pursuant to any of the provisions hereof, shall be extended for additional five years beginning May 1, 2019 and ending on April 30, 2024.

4. The Base Rent for the first Extension Option per SECTION 3.1 of the Lease is as follows: table:

First Extension Option Lease Year	Office Premises Monthly Base Rent	Storage Premises Monthly Base Rent	Total Monthly Base Rent	Total Annual Base Rent
5/1/2019-4/30/2020	\$ 27,899.96	\$ 487.09	\$ 28,387.05	\$ 340,644.60
5/1/2020-4/30/2021	\$ 28,736.96	\$ 496.83	\$ 29,233.79	\$ 350,805.49
5/1/2021-4/30/2022	\$ 29,599.07	\$ 506.77	\$ 30,105.84	\$ 361,270.03
5/1/2022-4/30/2023	\$ 30,487.04	\$ 516.90	\$ 31,003.94	\$ 372,047.32
5/1/2023-4/30/2024	\$ 31,401.65	\$ 527.24	\$ 31,928.89	\$ 383,146.71

5. The Shopping Center current Rules as referenced in SECTION 6.2 are attached in Exhibit C.

6. SECTION 6.3 of the Lease is amended to read:

SECTION 6.3 SECURITY. Landlord shall charge Tenant for additional security resulting from Tenant’s use of Common Areas outside of normal business hours, which hours may be adjusted from time to time. The current Shopping Center security hours are as follows: Monday-Friday: 7:30 a.m.-9:45 p.m.; Saturday 8 a.m.-4:45 p.m. and none on Sunday.

7. SECTION 13.11 of the Lease is amended to replace “Siegel-Gallagher ONCOR International” with “Founders 3 Real Estate Services” and its below updated address. In addition, the Tenant is updating one of its addresses below. Finally, the Landlord is adding its address as follows in this section:

For the Landlord: Community Development Authority of the City of Madison
c/o City of Madison
Economic Development Division
Office of Real Estate Services
Attn: Manager
P.O. Box 2983
Madison, WI 53703
mwachter@cityofmadison.com

Property Management: Founders 3 Real Estate
252 East Highland Avenue
Milwaukee, WI 53202

Tenant: The County of Dane
Land & Water Resources Department
Lyman F. Anderson Agriculture & Conservation Center
5201 Fen Oak Drive, Room 208
Madison, WI 53718-8827
Attn: Real Estate Coordinator

8. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to Lease as of the date first set forth above.

Signatures follow on the next two pages

LANDLORD:

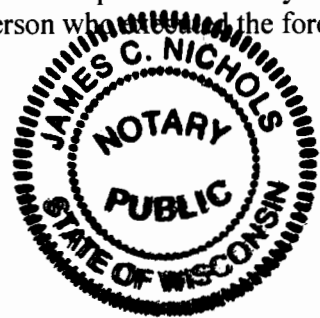
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, a redevelopment authority created under Section 66.1335, Wis. Stats.


By: 
Daniel G. Guerra, Chair

By: 
Natalie Erdman, Executive Director and Secretary

State of Wisconsin)
)ss.
County of Dane)

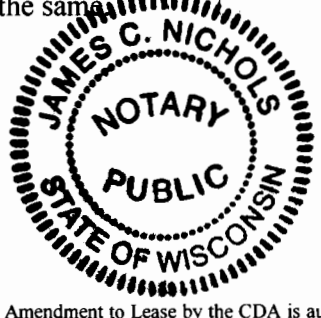
Personally came before me this 7th day of March 2019, the above named Daniel G. Guerra, Chair of the Community Development Authority of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

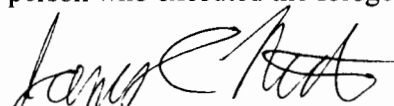



Notary Public, State of Wisconsin
James C. Nichols
Print or Type Name
My Commission: expires 6/14/2022

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 7th day of March 2019, the above named Natalie Erdman, Executive Director and Secretary of the Community Development Authority of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.




Notary Public, State of Wisconsin
James C. Nichols
Print or Type Name
My Commission: expires 6/14/2022

Execution of this First Amendment to Lease by the CDA is authorized by Resolution No. 2846 adopted by the Community Development Authority of the City of Madison on February 12, 2009.

Drafted by the City of Madison Office of Real Estate Services.

Project No. 8071

EXHIBIT "B"

The Village on Park Legal Description

Lot 2, Certified Survey Map No. 13468, City of Madison, Dane County, Wisconsin.

Parcel No: 251-0709-352-0406-9

EXHIBIT C

SHOPPING CENTER "RULES"

Landlord is defined herein to be either the CDA and/or its agent Founders3 (the "Landlord")

1. Tenants, vendors and contractors are to abide by all Shopping Center rules & regulations, including certificate of insurance requirements. Certificates of Insurance are to be kept current on file in the Founders 3 Real Estate Office. Certificates of Insurance must have these requirements prior to commencing work on the property.
2. Tenant shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Shopping Center. The Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Subject to the provisions of the Lease, no Tenant and no employee or invitee of any Tenant is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Landlord's consent.
3. Tenant shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, do or permit anything to be done in the Premises which materially obstructs, materially interferes, or materially injures Landlord or other tenants, nor shall Tenant bring into or keep in or about the Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
4. Except as specified in Tenant's Plans or the Lease, Tenant shall not use any method of heating or air conditioning other than that supplied or approved by Landlord.
5. Landlord reserves the right to exclude from the Shopping Center between the hours of 9 p.m. to 7:00 a.m. (Monday - Friday); before 9 a.m. and after 4 p.m. on Saturday and Sunday and on legal holidays, any person unless that person has a pass and/or furnishes proper identification to Landlord's security personnel. Landlord reserves the right to prevent access to the building in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.
6. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein.
7. Landlord reserves the right to exclude or expel from the Shopping Center any person who, in Landlord's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules of the Shopping Center.
8. Tenant shall not place in any trash receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All refuse disposal by Tenant shall be made in accordance with directions issued by Landlord.

9. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord and that are consistent with the Lease or any governmental agency.

10. Landlord shall enforce the Rules in a non-discriminatory manner. If Landlord agrees to less burdensome or more favorable rules and regulations for the benefit of any other tenant, these Rules shall be automatically amended to include any such less burdensome or more favorable rules and regulations.

11. These Rules are in addition to the terms, covenants and conditions of the Lease for use of Premises in the Shopping Center. In the event these Rules conflict with any provision of the Lease, the Lease shall control.

12. Smoking is prohibited throughout the interior and exterior of the Shopping Center. Violators will be ticketed and/or removed from the Shopping Center.

13. Landlord reserves the right to make reasonable additions and modification to the Rules.