

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department <b>LWRD</b>	Contract/Addendum #: <b>12.895</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input checked="" type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>12 YEARS, UNTIL 10/31/2027</b>																					
4. Amount of Contract or Addendum: <b>\$1</b>																					
5. Purpose: <b>Lease the Blooming Grove Town Hall to the Town following the County's purchase of the property.</b>																					
6. Vendor or Funding Source: <b>TOWN OF BLOOMING GROVE</b>																					
7. MUNIS Vendor Code: 8005																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <b>2016 RES 311</b>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <b>Laura M. Hicklin</b>																					

Digitally signed by Laura M. Hicklin  
 DN: cn=Laura M. Hicklin, o=co, email=hicklin.laura@countyofdane.com, c=US  
 Date: 2016.10.20 13:16:41 -05'00'

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
_____ Received	_____	<u>10/24/16</u>	_____	TOWN OF BLOOMING GROVE
<u>CH</u> Controller	_____	_____	<u>10/24/16</u>	Contact Person
<u>JD</u> Corporation Counsel	_____	<u>10-21-16</u>	<u>10-21-16</u>	MIKE WOLFE
<u>A</u> Risk Management	_____	<u>10/21/16</u>	<u>10/21/16</u>	Phone No.
<u>PCP</u> Purchasing	_____	<u>10/21/16</u>	<u>10/21/16</u>	608-223-1104
_____ County Executive	_____	_____	_____	E-mail Address
				BGADMIN@BLMGROVE.COM

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: LAURA HICKLIN Phone: 224-3765 E-mail Address: HICKLIN.LAURA@COUNTYOFDANE.COM	Dept.: LWRD Mail Address: 5201 FEN OAK DRIVE #208
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1 | **SUB 1 TO 2016 RES-311**  
2 | **AUTHORIZING THE PURCHASE OF PROPERTY**  
3 | **AT 1880 S. STOUGHTON ROAD AND 5004 ALLIS AVENUE**  
4 |

5 | The Town of Blooming Grove made their property at 1880 S. Stoughton Road and 5004  
6 | Allis Avenue available for sale. The property consists of three buildings bordered by S.  
7 | Stoughton Road on the east and Allis Avenue to the south.  
8 |

9 | One of the buildings is used as the town hall and garage, and will continue to be used as  
10 | such. Another building is the former fire station, which is currently vacant and not in use  
11 | by the Town. A third building is a former public works and garage space that is also  
12 | vacant.  
13 |

14 | The County has secured an accepted Offer to Purchase the entire property for \$1.4  
15 | million. The Town would lease the town hall and garage space for their continued use  
16 | and would be responsible for maintenance and repairs during the approximate 12 year  
17 | lease term. The County would have full ownership and control of the town hall once the  
18 | lease expires. The Town would also provide garbage removal, snow plowing and lawn  
19 | care on the entire property as a condition of the lease.  
20 |

21 | The former fire station would be immediately available to the County and will provide  
22 | necessary space for both the Department of Emergency Management and the Dane  
23 | County Library Service. The property provides easy access to primary traffic routes,  
24 | including Highways 12/18, 30, 51 and 151.  
25 |

26 | The Department of Emergency Management will, for the first time, have a permanent  
27 | location to store emergency response vehicles. Emergency Management currently  
28 | relies on temporary storage at various locations and has to continually improvise on  
29 | finding the next location.  
30 |

31 | The former fire station will also house the Library Service, which currently leases space  
32 | at the Job Center. The Job Center space is needed by the Department of Human  
33 | Services. The building offers garage space that accommodates the Readmobile and  
34 | Bookmobile with their own stalls. The garage comes equipped with a sprinkler system  
35 | and reverse osmosis so that the vehicles can be washed on a regular basis to keep rust  
36 | to a minimum. The space offers better storage for play literacy materials and  
37 | situates the collection closer to the Bookmobile for easier loading and unloading. The  
38 | facility allows better access to South Central Delivery service for daily deliveries.  
39 |

40 | The term of debt issued to support this expenditure will be 20 years.  
41 |

42 | NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors  
43 | and County Executive approve the purchase of 1880 S. Stoughton Road and 5004 Allis  
44 | Avenue for \$1.4 million;  
45 |

46 | BE IT FURTHER RESOLVED, that the Dane county Clerk and Executive are authorized  
47 | to sign a lease with the Town of Blooming Grove for their continued use of the town hall  
48 | and garage through October 31, ~~2017~~2027;  
49 |

50 | BE IT FINALLY RESOLVED, that the Land & Water Resources Department Deputy  
51 | Director or Real Estate Coordinator are authorized to approve closing documentation



# Dane County Land & Water Resources Department

Administration • Land Conservation • Office of Lakes & Watersheds • Parks • Water Resource Engineering

Kevin F. Connors, Director  
Joe Parisi, Dane County Executive

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DATE: October 20, 2016  
TO: County Executive Parisi  
FROM: Laura Hicklin, 224-3765  
RE: Lease to the Town of Blooming Grove

The County intends to purchase property from the Town of Blooming Grove. There are three buildings on the property, one of which is past its useful life and will be vacant, one which will be occupied by Emergency Management and the Library Service, and one which will be leased back to the Town so that they may continue their operations until they are entirely annexed into Madison.

The term of the lease is 12 years or until the Town dissolves, whichever comes first.

Rent will be \$1 annually. Town will be entirely responsible for maintaining the building and will provide snow removal and lawn care for the entire property.

**ATTACHMENT 2  
LEASE**

1. PARTIES:

This Lease ("Lease") dated \_\_\_\_\_, 2017 is made by and between the County of Dane, Wisconsin ("Landlord") and the Town of Blooming Grove, Wisconsin ("Tenant").

2. PROPERTY AND PREMISES:

2.1. Property and Premises. Landlord owns the real property located at 1880 S. Stoughton Road and 5004 Allis Road in the Town of Blooming Grove (the "Property"). The Property is shown on the aerial photo attached hereto and incorporated herein as **Exhibit A**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term, at the rental, and upon all of the conditions set forth herein, a portion of the Property including the town hall building (the "Town Hall") and adjacent parking stalls as shown on the aerial photograph attached hereto and incorporated herein as **Exhibit B** (the "Premises").

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3. TERM:

3.1. Term. The Term of this Lease shall be twelve (12) years or until the Town dissolves, whichever comes first, commencing on the date the Lease is executed by Landlord and Tenant and ending on 11:59 p.m. on October 31, 2027, unless sooner terminated pursuant to any provision hereof.

4. RENT:

4.1. Rent. Tenant shall pay rent in the amount of \$1 annually, with the first \$1 payment to be made no later than February 1, 2017 with each subsequent annual payment to be made no later than February 1 of each subsequent year through and including February 1, 2027.

5. USE:

5.1. Use. The Premises shall be used and occupied for the purpose of a town hall and for public works, administrative, operational, governmental, and meeting purposes of Tenant and for no other purpose without the prior written consent of Landlord.

- 5.2. Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable laws, statutes, and ordinances in effect during the Term regulating the use by Tenant of the Premises.
- 5.3. Condition of Premises. Tenant has occupied the Premises prior to entering into this Lease. Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or future suitability of the Premises.

6. MAINTENANCE, REPAIRS AND ALTERATIONS:

- 6.1. Tenant's Obligations. Except with respect to Landlord's obligations as set forth in this Lease, Tenant shall, at its expense and during the Term of this Lease, keep the Premises in good order, condition, and repair and shall be responsible for all regular and routine maintenance.
- 6.2. Alterations. Tenant shall make no alterations to the Premises without Landlord's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the Lease.
- 6.3. Refuse; Recycling. Tenant shall keep the Premises in a clean condition and shall not allow any garbage, rubbish, refuse, dirt, papers, boxes or cardboard of any kind to accumulate in or about the Premises. Tenant shall arrange for and be responsible for the cost of rubbish and recycling removal from the entire Property.
- 6.4. Lawn Mowing and Snow Removal. Tenant, at Tenant's sole expense, shall remove snow and ice from the parking area and driveway lanes of the entire Property and shall mow and maintain the grass on the entire Property. The snow and ice removal and grass maintenance obligations will be performed when reasonably necessary as determined by Tenant.

7. UTILITIES:

- 7.1. Tenant Responsibility. Tenant shall be responsible for and promptly pay all charges for gas, electricity, telephone and other utilities used or consumed in the Town Hall.

8. SURRENDER:

- 8.1. Surrender. On the last day of the Term, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear, damage by fire, acts of God or any other cause within the scope of the fire and extended coverage insurance contemplated hereunder excepted. All structural alterations, improvements

or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at expiration of the Term.

9. INSURANCE AND INDEMNIFICATION:

9.1. Insurance. Tenant shall obtain and keep in force during the Term of this Lease a policy of comprehensive public liability insurance insuring the Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence of bodily injury and property damage combined. Landlord shall be an additional named insured on said insurance policy of policies and said policy or policies shall provide that same cannot be canceled unless Landlord is given thirty (30) days written notice of such cancellation. Tenant shall deliver to Landlord a certificate evidencing such insurance prior to occupying the Premises.

9.2. Indemnification. Each party shall be responsible for the consequences of its own acts, errors, omissions and those of its employees, boards, commissions, agencies, officers, and representatives and 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 including joint liability, each party shall be responsible for the 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 parties to impose liability beyond that imposed by state statutes.

10. DEFAULT: REMEDIES:

10.1. Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

10.1.1. Abandonment of the Premises by Tenant;

10.1.2. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of seven (7) days after written notice thereof from Landlord to Tenant.

10.1.3. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph 10.1.2. above, where such failure shall continue for a period of

thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of the Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.2. Remedy in Default. In the event of any such default and breach by Tenant, Landlord with notice to Tenant may:

10.2.1. Terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; and expenses in re-letting. Unpaid installments of Rent or other sums bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of retaking possession of the Premises and recovering from Tenant the amount specified in this Section 10.2.1.

## 11. GENERAL PROVISIONS:

- 11.1. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 11.2. Entire Agreement; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.
- 11.3. Signs. Any signage installed by Tenant upon the Premises shall conform to all applicable codes and ordinances and shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. At the end of the Term, Tenant shall remove all signage and repair any damage to the Premises caused by reason of such removal, unless Landlord directs that the sign(s) remain.
- 11.4. Binding Effect. This Lease shall bind the parties, their personal representative, successors and assigns. This Lease shall be governed by the

laws of the State of Wisconsin.

11.5. Quiet Enjoyment. If and so long as Tenant pays the rent required by this Lease and performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the leased Premises, subject; however, to the terms of this Lease.

12. NOTICES:

12.1. Notices. Whenever under this Lease provision is made for demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent certified mail or overnight courier service, postage prepaid, addressed at the addresses set forth herein.

To Landlord at: Real Estate Coordinator  
Dane County Land & Water Resources Department  
5201 Fen Oak Drive #208  
Madison, WI 53718

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To Tenant at: Town Administrator/Clerk/Treasurer  
Town of Blooming Grove  
1880 South Stoughton Road  
Madison, WI 53716

13. PARKING:

13.1. Parking. Tenant shall have the exclusive use of the parking spaces immediately south, east, and north of the Town Hall as shown on Exhibit A for use by the public having business in the Town Hall and for the use of the employees, agents, and officials of Tenant. Tenant shall have the exclusive use of all but seven (7) of the parking spaces on the Property on the following election dates: April 4, 2017; April 3 2018; November 6, 2018; April 2, 2019; April 7, 2020; November 3, 2020; April 6, 2021; April 5, 2022; November 8, 2022; April 4, 2023; April 2, 2024; November 5, 2024; April 7, 2025; April 1, 2026; November 3, 2026; and April 6, 2027.

14. ACCESS TO TOWN HALL:

14.1. Access to Town Hall. Landlord shall have reasonable access to the general



entryway and meeting room during regular business hours of the Town. In the event Landlord wants to access the front general entryway and meeting room of the Town Hall when the Town Hall is closed, Landlord shall give the Tenant 24 hours advance notice. The Landlord shall not have keys to or the right to access the individual offices or the public works areas of the Town Hall.

[signatures appear on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date specified immediately adjacent to their respective signatures.

**LANDLORD:**  
COUNTY OF DANE

By: \_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

**TENANT:**  
TOWN OF BLOOMING GROVE

By: \_\_\_\_\_  
Dwight Johnson  
Town Clerk

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Michael Wolf  
Town Administrator/Clerk/Treasurer

\_\_\_\_\_  
Date

Attachment: Exhibit A – Aerial Photograph of Property  
Exhibit B - Aerial Photograph of Premises

**EXHIBIT A**  
**AERIAL OF PROPERTY**

Town of Blooming Grove Property  
Parcel #008/0710-161-9640-9



**EXHIBIT B**  
**AERIAL OF PREMISES**

Town of Blooming Grove Property  
Parcel #008/0710-161-9640-9

