

Dane County Contract Cover Sheet

Res 212

Revised 07/2023

Dept./Division	LWRD / Admin		
Vendor Name	Village of Windsor	MUNIS #	8034
Brief Contract Title/Description	The Sheriff's office is purchasing the building at 4084 Mueller Road from the Village of Windsor to continue operating as its NE precinct. The Village will be occupying a portion of the building until its new facility is constructed in fall of 2025. No rent will be due during this period. If the Village has not vacated September 30, 2025, rent of \$3600 will be charged monthly.		
Contract Term	through 9/20/2025, then month to month		
Contract Amount	\$0 / \$3600		

Contract # Admin will assign	15262
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" 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	Sharene Smith	Name	Tina Butteris
Phone #	608-224-3761	Phone #	608-888-0066
Email	smith.sharene@countyofdane.com	Email	tbutteris@windsorwi.gov
Purchasing Officer	Megan Roqan		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	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	Res #	212
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2023.12.11 14:30:20 -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: 12/	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 12, 2023 10:33 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15262
Attachments: 15262

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/12/2023 11:58 AM	Approve: 12/12/2023 11:58 AM
	Rogan, Megan	Read: 12/12/2023 10:36 AM	Approve: 12/12/2023 10:36 AM
	Gault, David	Read: 12/12/2023 10:52 AM	Approve: 12/12/2023 10:56 AM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15262
Department: Land & Water Resources
Vendor: Village of Windsor
Contract Description: Lease for Northeast Precinct Building (Res 212)
Contract Term: 1/1/24 – 9/20/25 (then month to month)
Contract Amount: \$3,600/month after 9/20/25

Thanks much,
Michelle

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2023 RES-212

PURCHASE OF VILLAGE OF WINDSOR MUNICIPAL BUILDING FOR DANE COUNTY SHERIFF'S NORTHEAST PRECINCT

The Dane County Sheriff's Office has been operating its Northeast Precinct station in the lower level of the Village of Windsor municipal building at 4084 Mueller Road, DeForest since 1993. The rent for approximately 6500 square feet of space is \$50,800 annually and the current lease will expire at the end of 2024. In anticipation of construction of a new municipal building in 2025, the Village has offered to sell the property to the County for \$1,845,950.00 along with a lease back agreement.

The five acre property contains an 11,351 square foot building with an exposed lower level and garage, a 3700 square foot steel shop building with three overhead doors and small office area, a salt shed and a small storage building. The Village desires to lease back its current main level office space along with 1 bay of the shop building and the salt shed at no cost through September 30, 2025. The Village will be responsible for its own utilities, cleaning and any other services it requires for its space, and will take care of all the mowing and snow removal at the property. If the Village is not able to move to its new facility by lease expiration date, the lease will convert to a month-to-month lease at a rental rate of \$3600.00 per month beginning on October 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the purchase of 4084 Mueller Road from the Village of Windsor for \$1,845,950.00 along with the above described lease back to the Village; and

BE IT FURTHER RESOLVED that the Dane County Real Estate Coordinator is authorized to administer the closing and transfer of the above- mentioned property to the County of Dane, and the Controller is authorized to issue funds necessary to effectuate the transaction.

BE IT FINALLY RESOLVED that the Dane County Executive and the County Clerk are hereby authorized to execute the lease on behalf of the County of Dane.

LEASE

This LEASE, made and entered into by and between County of Dane (hereinafter referred to as "Lessor") and Village of Windsor (hereinafter referred to as "Lessee"):

WITNESSETH

Section 1. LEASED PREMISES. Lessor, for and in consideration of the services in kind to be paid by Lessee and the conditions, provisions, reservations, and stipulations hereinafter set forth, does hereby lease unto Lessee a certain part of the premises designated and known as 4084 Mueller Road, DeForest, Wisconsin, 53532 hereinafter referred to as the "Leased Premises", more fully described as follows:

Approximately 5716 square feet of space as described on the attached Exhibit A, and the salt shed.

Section 2. EXCLUSIVE USE OF LEASED PREMISES. During the term of this Lease, Lessee shall be entitled to the exclusive use of the Leased Premises for the purpose of operating and conducting the business of a municipal office site and or any other lawful use with the consent of Lessor, which consent shall not be unreasonably withheld.

Lessor acknowledges that Lessee shall continue to hold elections at the Leased Premises and Lessor shall not hold events that will impede parking or access at the Leased Premises on election days.

Section 3. LEASE TERM and RENTS. The term of this lease shall begin the day after closing between Lessor and Lessee, and continuing through September 30, 2025 at no cost. Beginning October 1, 2025, the lease shall be a month to month lease and rent shall be due in the amount of \$3600.00 per month. Rent shall be paid in advance no later than noon on the first day of each month.

Section 5. RENTAL ADJUSTMENTS. There are no rental adjustments for the term of the lease.

Section 6. RENEWAL OPTION. There are no renewal options for the term of the lease.

Section 7. UTILITIES AND CERTAIN SERVICES. Lessee shall be responsible for and furnish at its own expense all utilities and janitorial services required for Lessee's use of the Leased Premises. Lessee shall be responsible for all lawn care and snow removal including the parking lot and all sidewalks at the Leased Premises.

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.

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 damage by fire and other casualty loss 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. REMOVAL OF FIXTURES. Lessee may, upon termination or expiration of this lease, remove any trade fixtures installed by Lessee on condition that lessee shall reasonably repair at its cost any damage caused by such removal.

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, for future planning purposes, 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. Lessee will have access to the Leased Premises by a swipe key card and/or physical office key.

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 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. Notwithstanding any provision to the contrary contained herein, no provision of this Lease shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.

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.

To Lessor: Real Estate Coordinator
Dane County Land & Water Resources
5201 Fen Oak Dr., #208
Madison, WI 53718

To Lessee: Village Administrator
4084 Mueller Road
DeForest, WI 53532

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 of which the Lessee has been notified in writing 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 as expeditiously as reasonably possible. In such case, rent shall abate in proportion to the degree of damage during the period of repair. 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 estimates 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 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. Lessee shall provide insurance certificates or other proof of insurance showing liability limits of not less than \$1,000,000. Lessee shall be responsible for the full cost of any such insurance.

Section 19. **LESSEE'S OBLIGATIONS.** During the term of this lease, Lessee agrees to pay the rent 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 OF LESSEE. It is mutually understood and agreed that in case default be made in the payment of the rents above stipulated, provided that if Lessee fails to cure such default within fifteen (15) days after notice thereof is given by Lessor, or in case of noncompliance with any other conditions, covenants, terms and agreements herein contained, or any of them, to be kept and performed by Lessee provided Lessee fails to cure such non-compliance within ten (10) days after notice thereof is given by Lessor, then and in any such event it shall be lawful for Lessor, its agents, attorneys or assigns, at any time thereafter at the election of the Lessor, in addition to any and all other remedies provided by law or this lease, to declare said term ended and again to possess and enjoy the Leased Premises as before this lease.

Section 22. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT. Lessor covenants and agrees with Lessee that upon Lessee paying the rents reserved herein and performing the covenants and agreements herein contained on its part, Lessee shall at all times during said term peaceably and quietly have, hold and enjoy the Leased Premises.

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 unlawfully 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 unlawfully 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. PARTIAL INVALIDITY. 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 interpreted according to the laws of Wisconsin and any action will take place in Dane County. The lease will not be construed against the drafter.

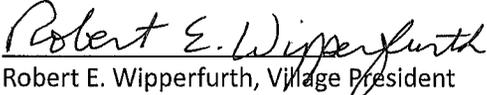
Section 33. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

Section 34. COPIES VALID: This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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 LESSEE:

Village of Windsor


Robert E. Wipperfurth, Village President

FOR LESSEE:

County of Dane

Joseph T. Parisi, Dane County Executive

Scott McDonell, Dane County Clerk

Exhibit A

VILLAGE OF WINDSOR MUNICIPAL BUILDING EXISTING SQUARE FOOTAGE

February 2018

LOWER LEVEL		
Room #/Name	Existing Sq. Ft.	User
100	35	Sheriff's Precinct
101	642	Sheriff's Precinct
102	98	Sheriff's Precinct
103	363	Sheriff's Precinct
104	153	Sheriff's Precinct
105	20	Sheriff's Precinct
106	167	Sheriff's Precinct
107	127	Sheriff's Precinct
108	61	Sheriff's Precinct
109	105	Sheriff's Precinct
Vestibule	77	Sheriff's Precinct
E02 Lobby	304	Sheriff's Precinct
Room (Storage)	42	Sheriff's Precinct
Room (Storage)	55	Sheriff's Precinct
E05 Existing garage	403	Sheriff's Precinct
E06 Detective	192	Sheriff's Precinct
E07 Detective	164	Sheriff's Precinct
E08 Conference	397	Sheriff's Precinct
E09 Interview	114	Sheriff's Precinct
E10 Interview	62	Sheriff's Precinct
E11 Recon.	63	Sheriff's Precinct
E12 Hall	83	Sheriff's Precinct
E13 Existing Locker	230	Sheriff's Precinct
E14 Existing Locker	277	Sheriff's Precinct
E15 Computer	45	Sheriff's Precinct
Mechanical	128	Village of Windsor
Village Storage	365	Village of Windsor
Village Storage	136	Village of Windsor
Mechanical	110	Village of Windsor
Unassigned Space	445	Village of Windsor
Lower Level Total:	5,463	

LOWER LEVEL		
Room #/Name	Existing Sq. Ft.	User
200 Lobby	183	Sheriff's Precinct
201 Steno/Clerical	279	Sheriff's Precinct
202 Office	174	Sheriff's Precinct
203 Closet	23	Sheriff's Precinct
204 Hall	205	Sheriff's Precinct
205 Women's	50	Sheriff's Precinct
206 Storage	48	Sheriff's Precinct
207 Mech.	48	Sheriff's Precinct
208 Men	55	Sheriff's Precinct
209 Office	130	Sheriff's Precinct
210 Office	135	Sheriff's Precinct
211 Closet	26	Sheriff's Precinct
212 Multi, Office/Meeting Room	401	Village of Windsor
213 Closet	20	Village of Windsor
214 Two Offices	270	Village of Windsor
215 Storage	18	Village of Windsor
Multipurpose/Meeting Room	1738	Village of Windsor
Passage	101	Village of Windsor
Kitchen	208	Village of Windsor
Women	110	Village of Windsor
Men	85	Village of Windsor
Passage	68	Village of Windsor
Passage	101	Village of Windsor
Office Supplies/Computers	70	Village of Windsor
Treasurer	155	Village of Windsor
Reception	406	Village of Windsor
Deputy Clerk/Treasurer	193	Village of Windsor
Clerk	155	Village of Windsor
Unassigned Space	433	Village of Windsor
Main Level Total:	5,888	
GRAND TOTAL	11,351	

Sheriff's Precinct	5,635
Village of Windsor	5,716
GRAND TOTAL	11,351