

Dane County Contract Cover Sheet

Dept./Division	Human Services / PEI	Contract # Admin will assign	14328
Vendor Name	Common Wealth Development, Inc.	Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	1492	Type of Contract	
Brief Contract Title/Description	Lease to centralize JFF and ECI into one location at 5802 Raymond Road effective June 1, 2021. Term is five years with rent \$2,475/month or \$29,700/annually the first year with a 2.5% increase each year thereafter	<input type="checkbox"/>	Dane County Contract
Contract Term	6/1/2021 – 5/31/2026	<input type="checkbox"/>	Grant
Total Contract Amount	\$156,112.70 (\$29,700 first year)	<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"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	72353	Obj Code	20511	Amount	\$ 1237.50
Req #	Org Code	72355R	Obj Code	20511	Amount	\$ 1237.50
Year	Org Code		Obj Code		Amount	\$

Resolution /Addendum Form	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 checked="" type="checkbox"/> Resolution required and a copy is attached.		Res #	411
	<input type="checkbox"/> Addendum Form required.		Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	4/8/21		
	Controller			approvals from all departments via email attached herein
	Purchasing			
N/A	Corporation Counsel			See "I" below
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Justice Castenada
Phone #	(608) 242-6391	Phone #	608-256-3527
Email	larson.spring@countyofdane.com	Email	justice@cwd.org
Address	1202 Northport Drive, RM Gr42A, Madison WI 53704	Address	1501 Williamson Street Madison WI 53703

Human Services Only	a. Dane County Res. #	n/a	Approvals	Initials	Date
	b. Budget/Personnel Required	n/a	g. Accountant	LB	3/11/21
	c. Program Manager Name	Chance	h. Supervisor	CW	3/15/2021
	d. Current Contract Amount		i. Corporation Counsel	DH	4/7/21
	e. Adjustment Amount		j. To Provider		
	f. Revised Contract Amount	\$156,112.70	k. From Provider		

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

Dept. Head / Authorized Designee	Signature	Date
		4/08/2021
	Printed Name	
	Shawn Tessmann, Director of Human Services	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		4/15/21
	Comments	
Corporation Counsel	Signature	Date
	Dyann Hafner /electronically signed/	4/7/2021
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, April 12, 2021 1:20 PM
To: Hicklin, Charles; Clow, Carolyn; Lowndes, Daniel
Cc: Oby, Joe
Subject: Contract #14328
Attachments: 14328.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/12/2021 1:28 PM	Approve: 4/12/2021 1:29 PM
	Clow, Carolyn		Approve: 4/13/2021 9:36 AM
	Lowndes, Daniel		Approve: 4/12/2021 2:19 PM
	Oby, Joe		

Contract #14328

Department: Human Services

Vendor: Common Wealth Development

Contract Description: Lease to centralize JFF & ECI into one location at 5802 Raymond Road (Res 411)

Contract Term: 6/1/2021 – 5/31/2026

Contract Amount: \$156,112.70

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

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 in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2020 RES-411**

4 AUTHORIZING LEASE FOR THE SOUTHWEST MADISON JOINING FORCES FOR
5 FAMILIES / EARLY CHILDHOOD INITIATIVE OFFICE
6 DCDHS – PEI DIVISION

7 Dane County Department of Human Services (DCDHS) Prevention and Early
8 Intervention Division (PEI) is involved in a program of providing more localized services
9 in communities identified as needing those services the most. Two Community
10 Programs units will be centralized into one such local office in a new Southwest Madison
11 office – Joining Forces for Families (JFF) and the Early Childhood Initiative (ECI).
12

13 Common Wealth Development, Inc. has agreed to lease approximately 376 square feet
14 of office space located at 5802 Raymond Road, Madison, WI. All utilities including
15 electricity, heat, internet and cleaning services will be paid by the landlord.
16

17 The lease is for five (5) years beginning June 1, 2021 and ending May 31, 2026 at a
18 negotiated rental rate of \$2,475 per month or \$29,700 annually the first year with a 2.5%
19 increase each year thereafter as shown in the following schedule:
20

Begin Date	End Date	Monthly rent	Annual Rent
June 1, 2021	May 31, 2022	\$2,475.00	\$29,700.00
June 1, 2022	May 31, 2023	\$2,536.87	\$30,442.44
June 1, 2023	May 31, 2024	\$2,600.29	\$31,203.48
June 1, 2024	May 31, 2025	\$2,665.30	\$31,983.60
June 1, 2025	May 31, 2026	\$2,731.93	\$32,783.16

21
22
23 **NOW, THEREFORE, BE IT RESOLVED** that Dane County enter into a Lease with
24 Common Wealth Development, Inc. under the terms summarized above; and
25

26 **BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are
27 hereby authorized to execute the above described Lease on behalf of Dane County.

Common Wealth Development, Inc

This Lease is made by and between Common Wealth Development, Inc., a Wisconsin non-stock corporation (hereinafter referred to as "Landlord"), and **County of Dane**, (hereinafter referred to as "Tenant"), as of the 11th day of February 2020 (the "Effective Date").

WITNESSETH:

IT IS HEREBY AGREED, by and between the parties hereto, in consideration of the covenants and agreements set forth in this Lease, as follows:

1. PREMISES AND TERM

1.1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord on the terms and provisions and subject to the conditions hereinafter set forth in this Lease, the following described premises: (i) approximately 376 rentable square feet of space (the "Leased Premises") identified by Suite number 2 in the building (the "Building") known as The Alliance at Meadowood, 5802 Raymond Road, Madison WI, 53711; and (ii) all Common Area (as hereinafter defined) situated upon the property upon which the Building is located (the Building and the land upon which the Building and all associated improvements are located collectively shall be referenced herein as the "Landlord's Property"). The location of the Leased Premises is indicated on the floor plan attached hereto as Exhibit A.

1.2. Term of Lease. The term of this Lease (the "Term") shall commence on June 1, 2021 ("Commencement Date") and shall continue for a period of 5 years until May 31, 2026.

1.3. Condition of Leased Premises. Tenant accepts the Leased Premises in AS-IS, WHERE-IS condition without any representations and/or warranties with respect to said condition.

1.4. Security Deposit. Tenant shall pay to Landlord upon execution of this Lease the sum of **Two Thousand Four-Hundred Seventy-Five Dollars (\$2,475.00)** as security for the performance of the obligations hereof by Tenant. This security deposit shall be returned to Tenant within thirty (30) days following the termination of this Lease, less any amount appropriately applied by Landlord.

1.5. Option to Extend. Tenant is hereby granted option to extend the Term of this Lease for five (5) years (the "Extended Term"). If Tenant exercises its option, the resulting Extended Term shall begin upon the expiration of the original Term, and all terms, covenants and provisions of this Lease shall apply to the Extended Term with the exception that (i) Tenant shall not have any further option to extend; and (ii) on the first day of the first year of the Extended Term and on the first day of all subsequent years falling within the Extended Term, base rent shall increase by a percentage to be negotiated. If Tenant elects to exercise the option to extend, provided this Lease is in full force and effect and Tenant has performed all of the terms, covenants and provisions hereof on Tenant's part to be performed, Tenant shall do so only by giving Landlord notice in writing of its intention to exercise its option to extend not later than six (6) months prior to the expiration of the original Term. If Tenant exercises this option to extend, Landlord shall have twenty one (21) days after receipt of the Tenant's notice of election,

to assert a right to a different annual rent increase amount than the 2.5% stated in section 2.1 below. Landlord shall give notice of such different increase amount by written notice delivered to the Tenant. If Landlord does claim the right to a different increase percentage, Tenant shall have fourteen (14) days after delivery of said written notice to rescind its exercise of the option to extend. If Tenant does not rescind by this deadline, then the Extended Lease would be modified to include the Landlord's different annual rent increase amount, as stated in its written notice. If, at any time during the Term, Tenant vacates the entire Leased Premises, Tenant shall automatically forfeit its option to extend the Term under any option stated herein or provided by any future amendment to this Lease.

2. RENT

2.1. Base Rent. Tenant shall pay to Landlord at its office in Madison, Wisconsin, or such other place as Landlord may designate in writing, without any deduction or offset in advance on or before the first day of each calendar month during the Term, rent at the rate of **\$2475.00** ("Base Rent"). If the Term does not commence on the first day of a calendar month, the Rent for such fractional month shall be computed pro rata on the basis of thirty (30) days per month and paid to Landlord on the first day of the next succeeding calendar month along with the Rent for such succeeding month. No payment received by Landlord of a lesser amount than the Rent or other charges shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

2.2. Past Due Rent. If Tenant shall fail to pay when due any Rent or other amount payable by Tenant hereunder, and such amount shall not be paid within five (5) days after the date when due, Tenant also shall pay a \$50.00 late payment fee.

3. INSTALLATIONS, REPAIRS AND MAINTENANCE OF LEASED PREMISES

3.1. Maintenance by Tenant. Tenant shall at all times keep the Leased Premises and all partitions, doors, fixtures, equipment and appurtenances thereof in good order, condition and repair, reasonable wear and tear excepted. If Tenant refuses or neglects to repair the Leased Premises as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or to Tenant's business by reason thereof and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs. All such repairs shall be equal in quality and class of original work.

3.2. Maintenance by Landlord. Landlord shall keep foundations, exterior walls, roof, all interior and exterior structural members of the Leased Premises, all electrical, lighting, HVAC, and plumbing equipment, lines and fixtures servicing the Leased Premises and all Common Areas in good repair and shall have access to the Leased Premises for such purpose, but Landlord shall not be required to make any such repairs which become necessary or desirable by reason of the negligence of Tenant, its agents, servants, employees or customers.

3.3. Signs. Tenant shall have the right to erect and maintain signs on the interior walls of the Building common to the Leased Premises and on the exterior door exclusively serving the Leased Premises. Tenant shall not install any signs without Landlord's advance written consent, which consent shall not be unreasonably conditioned, delayed or withheld. In the event Tenant desires to seek Landlord's consent to any sign(s), Tenant must submit plans detailing the specifications of such sign(s). All signs shall be consistent in style and concept with both the Building and the other tenant signage. Tenant shall remove all signs installed by Tenant at the termination of this Lease. Such installations and removals shall be made in such a manner as to avoid injury, defacement or any other damages to the Building. The cost of repairing any damage to the Building caused by the installation, removal, or maintenance of the sign shall be borne by Tenant. The cost of all signs, other than those furnished by Landlord, including the installation, maintenance, and removal thereof, shall be the responsibility of the Tenant.

3.4. Alterations, Changes and Installations by Tenant. Tenant shall not make or cause to be made any alterations, additions or improvements to the Leased Premises, or cause to be installed any fixtures, interior or exterior lighting, plumbing equipment or mechanical equipment within the Leased Premises or any Common Areas without the prior written consent of Landlord, not to be unreasonably withheld, conditioned nor delayed.

3.5. Fixtures and Equipment. Subject to Section 3.4, Tenant may, at its own expense, furnish and install such business and trade fixtures in and on the Leased Premises as may be necessary or desirable for Tenant's business. Upon expiration of this Lease, Tenant shall remove such business and trade fixtures provided that Tenant shall promptly repair any damage caused by their removal. Tenant may, at its own expense, install equipment within the Leased Premises and such equipment shall remain the property of Tenant and shall be removed by Tenant upon the termination of this Lease.

3.6. Liens and Obligations. Tenant agrees not to create or to permit others to create any lien or obligations against Landlord or the Leased Premises. If a lien or obligation is claimed against Landlord or the Leased Premises, Tenant shall either (a) provide Landlord with a bond in the amount of that claim, or (b) cause that claim to be released. Tenant further agrees to hold Landlord harmless from all claims and demands by any third party in any manner connected with such alterations, repairs or installations or with Tenant's occupancy for such purpose. Tenant shall comply with all laws and all directions, rules and regulations of all governmental regulatory bodies or officials having jurisdiction over such alterations, repairs or installations, except that Tenant shall not be required to comply with any laws, regulations or orders by governmental authority necessitating structural alterations, changes, repairs or additions, unless made necessary by the act or work performed by Tenant, in which case Tenant shall so comply, at its own expense, after first procuring the written consent of Landlord.

4. CONDUCT OF BUSINESS

4.1. Use. It is understood and agreed that the Leased Premises shall be used and occupied by Tenant as office space. Tenant shall not use the Leased Premises for any use not identified as a permitted use by any zoning ordinance or other governmental regulation relating to the Leased Premises or approved as a conditional use by the governmental bodies having zoning authority. No use shall be permitted, or acts done, which will cause a cancellation of any

insurance policy covering the Leased Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall comply with all applicable laws, ordinances, regulations, and/or deed and plat restrictions affecting the use and occupancy of the Leased Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Leased Premises. Tenant shall have the right to use 2 parking space(s) in the parking lot serving the Building and acknowledges that such use of the parking lot shall be in common with the other tenants occupying space at the Building.

4.2. Utility Charges. From and after the Commencement Date, Landlord will be responsible for and shall pay all charges for electricity, water, gas, sewer, and HVAC and internet.

4.3. Assignment or Subletting. Tenant shall not to sell, assign, mortgage, pledge or in any manner transfer this Lease and shall not sublet the Leased Premises or any part or parts thereof.

4.4. Rules and Regulations. The rules and regulations appended to this Lease as Exhibit B are hereby made a part of this Lease. The rules and regulations adopted by the Landlord shall be in writing and provided to Tenant in order to be effective. Tenant agrees to comply with and observe the rules and regulations. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to Leased Premises and the Landlord's Property, provided that such additional rules and regulations apply equally to all lessees with the project and do not unreasonably interfere with Tenant's use and enjoyment of the Leased Premises. Any such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant in writing, and Tenant agrees thereupon to comply with and observe all such rules and regulations and amendments thereto and supplements thereof.

4.5. Surrender. On the last day of the Term of this Lease, including any option term, or upon the sooner termination thereof, Tenant shall peaceably and quietly surrender the Leased Premises and all improvements thereon in the same condition as at the commencement of this Lease, in good order, condition and repair, fire and other unavoidable casualty, and reasonable wear and tear excepted.

4.6. Indemnification of Landlord. Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives and be responsible for losses, claims and liabilities which are attributable to such acts or omissions.

5. COMMON USE AREAS AND FACILITIES

5.1. Common Area. As used herein, "Common Area" shall include all of the improvements on and all areas within the Landlord's Property which are designed for common use and benefit, exclusive of space in buildings (or any additional buildings) designed for rental to Tenants for commercial purposes as the same may exist from time to time. Landlord reserves the right to change building perimeters, add additional buildings, drives, or other structures and to make other changes desired, provided that reasonable access to and use of the Leased Premises is provided and Landlord uses reasonable measures to minimize any disruption or interruption to the conduct of Tenant's business operations at the Leased Premises.

5.2. Use of Common Area. Landlord hereby grants to Tenant, its employees, agents, customers and invitees, the nonexclusive right during the Term to use the Common Area and all equipment and fixtures therein as the same may exist from time to time, such use to be in common with Landlord and all tenants of Landlord from time to time, its and their employees, agents, customers and invitees, except when the same are being repaired.

5.3. Operation and Maintenance. The Common Area shall at all times be subject to the exclusive control and management of Landlord and Landlord shall manage, operate, repair and maintain the Common Area and its facilities in a clean and sightly condition. The manner in which such area and facilities shall be maintained and the expenditures therefor shall be at the Landlord's sole discretion. Landlord reserves the right to add and remove equipment and fixtures from the Common Areas in its sole discretion.

5.4. Preventing Public Rights. If Landlord deems it necessary in order to prevent the acquisition of special rights, Landlord may from time to time close all or any portion of the Common Area or take such action as shall be reasonably appropriate for that purpose.

5.5. Hazardous Materials. Tenant understands that (i) Landlord's Property is subject to an Environmental Remediation Plan that shall be in effect during the Term; (ii) Landlord is party to an agreement that includes provisions indemnifying Landlord from certain damages resulting from contaminants on Landlord's Property and the remediation activities associated therewith and that such agreement requires that Landlord prevent the storage of fuels and Hazardous Materials on Landlord's Property. Accordingly, Tenant agrees that it will not: (1) store any fuels or Hazardous Materials, (except common cleaning products) on Landlord's Property; or (2) drill, cut through, remove or otherwise penetrate the floor of the Building or any other paved or unpaved surface on Landlord's Property.

Except as set forth in the Environmental Remediation Plan, Landlord represents and warrants that, to Landlord's knowledge, there are no Hazardous Materials (as hereinafter defined) present in the Leased Premises or in, on or under Landlord's Property as of Commencement Date. Landlord agrees that the remediation, removal or neutralization, if and to the extent required by Environmental Regulations (as hereinafter defined), of any Hazardous Materials in the Leased Premises or in, on or under the Landlord's Property shall be done by Landlord, at its sole cost and expense, if such Hazardous Materials discovered were not introduced in the Leased Premises or in, on or under the Landlord's Property by Tenant, its agents, employees or contractors. Tenant agrees that the remediation, removal or neutralization,

if and to the extent required by Environmental Regulations, of any Hazardous Materials in the Leased Premises or in, on or under the Landlord's Property shall be done by Tenant, at its sole cost and expense, if such Hazardous Materials discovered were introduced in the Leased Premises or in, on or under the Landlord's Property by Tenant, its agents, employees or contractors. "Hazardous Materials" shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne) which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, infectious, explosive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is now or becomes regulated in the future by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto, relating to environmental quality, health, safety, contamination and clean-up (collectively "Environmental Regulations", and individually, "Environmental Regulation"); (ii) petroleum; (iii) asbestos and asbestos containing materials; (iv) any polychlorinated biphenyl; and (v) any radioactive material. Landlord and Tenant each agree that neither Landlord nor Tenant shall cause any Hazardous Materials to exist on, or to escape, seep, leak, and spill or be discharged, emitted or released from Landlord's Property during the Term in violation of any applicable Environmental Regulation.

5.6. Landlord & Tenant Indemnity. Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives and be responsible for losses, claims and liabilities which are attributable to such acts or omissions.

5.7. Remediation. In the event Hazardous Materials are or become present at Landlord's Property as the result of any cause whatsoever (other than Hazardous Material which were brought in to the Leased Premises by Tenant, its agents, employees or invitees), and such presence of Hazardous Materials renders the Leased Premises Unusable (as hereinafter defined), then all rent shall be abated with respect to the portion of the Leased Premises so damaged until such time as the portion(s) of the Leased Premises so damaged are no longer rendered Unusable. For the purpose of this subsection, "Unusable" means that the Tenant does not have access to all or any portion of the Leased Premises because of the enforcement of any Environmental Regulation or the need to use all or any portion of the Leased Premises for remediation of any Hazardous Materials, or because the use of the Leased Premises would represent a risk to the health or safety of Tenant, Tenant's employees, agents or invitees.

6. INSURANCE

6.1. Casualty Insurance. Landlord shall, at all times during the term of this Lease, at Landlord's sole expense, keep the Building insured against loss or damage under an all risk policy with other coverages consistent with reasonable commercial practices for similarly situated properties.

6.2. Public Liability Insurance. Tenant shall, at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of Comprehensive General Liability and property damage insurance with respect to the Leased Premises and all business operated thereon, with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate or such higher amount as becomes standard for similar premises and tenants in the City of Madison, which policy shall provide for products and completed operations coverage, personal injury, contractual and other broad form extensions.

6.3. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Leased Premises except to the extent such damage or loss was caused by Landlord's negligent or willful act. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Leased Premises, or from pipes, appliances or plumbing works, or from any other place, or by dampness, or by any other cause of any nature except to the extent such injury or damage was caused by Landlord's negligent or willful act. Landlord shall not be liable for any such damage caused by persons on the Leased Premises, occupants of adjacent property or the public, or caused by construction of any private, public, or quasi-public work except to the extent such damage was caused by Landlord's own negligent or willful act. Landlord shall not be liable for any latent defect in the Leased Premises.

6.4. Certificate of Insurance. Tenant and Landlord shall, with respect to any insurance coverage required in this Lease, furnish the other with certificates of insurance evidencing required insurance coverage, which certificates shall state that the other party will be notified in writing ten (10) days prior to cancellation, material change or non-renewal of insurance. All certificates of insurance provided by Tenant shall name Landlord as an additional insured.

7. DESTRUCTION OF LEASED PREMISES

7.1. Destruction of Leased Premises. If the Building is damaged or partially destroyed by fire or other casualty to the extent of less than one-quarter (1/4) of the then cost of replacement thereof above foundation, the same shall be repaired as quickly as is practicable, by Landlord, except that the obligation of Landlord to rebuild shall be limited to repairing or rebuilding of Landlord's improvements. If the Building is so destroyed or damaged to the extent of one-quarter (1/4) or more of the then replacement cost thereof, then either (i) Landlord may elect not to repair or rebuild by giving notice in writing terminating this Lease, or (ii) Tenant

may elect to terminate this Lease in which either event this Lease shall be terminated as of the date of such notice.

7.2. Rebuilding by Landlord. If Landlord shall undertake to restore or repair the Building, it shall initiate and pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods.

7.3. Abatement of Rent Upon Destruction of Premises. If such damage or partial destruction renders the Leased Premises wholly untenable, the Rent shall abate until the Leased Premises have been restored and rendered tenable. If such damage or partial destruction renders the Leased Premises untenable only in part, the Rent shall abate proportionately as to the portion of the Leased Premises rendered untenable. Rent shall not abate under this section if the damage or destruction is caused by the negligence or misconduct of Tenant, its agents, employees, customers or invitees.

8. EFFECT OF CONDEMNATION

8.1. Total Condemnation. In the event the entire Leased Premises or such part of the Leased Premises as will render the remainder unsuitable for Tenant's use, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease, except as herein provided, shall terminate and expire as of the date of taking.

8.2. Partial Condemnation. In the event of partial condemnation not rendering the remainder of the Leased Premises unsuitable for Tenant's use, this Lease shall remain in full force and effect, with the exception that rent, additional rent, utility charges and any other tenant expenses or charges under this Lease shall be adjusted to reasonably reflect the portion of the Leased Premises, if any, lost by condemnation.

8.3. Condemnation Award. In the event of any condemnation or taking, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, and Landlord is to receive the full amount of such award. Tenant hereby expressly waives any rights or claim to any part thereof. Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Tenant's property.

9. DEFAULT & REMEDIES

9.1. Defaults in Rent. If Tenant fails to pay any rent or any other amount owing hereunder (all of which amounts shall be deemed to be additional rent), the tenancy is terminated if Landlord gives Tenant notice requiring it to pay the rent or other amount on or before a date at least ten (10) days after the giving of the notice, and Tenant fails to comply with the notice.

9.2. Other Defaults. If Tenant commits waste, breaches any covenant or condition of this Lease other than a covenant to pay rent or other amounts covered in Section 9.1 above, is adjudicated a bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy is appointed for Tenant's property, the tenancy is terminated if Landlord gives Tenant notice requiring it to repair the waste, or otherwise comply with the Lease or cure the named defaults on or before a date at least thirty (30) days after the giving of the notice, and Tenant fails to comply with the notice. Tenant shall be deemed to be complying with a notice under this Section 9.2 if promptly after receipt of such notice it takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for Landlord and Tenant makes a bona fide and reasonable offer to pay Landlord all damages for Tenant's default.

9.3. Recovery of Rent and Damages by Landlord. Section 704.29, Wisconsin Statutes (1993-94), or any successor provision, is hereby incorporated by reference. Landlord shall be entitled to exercise all rights and remedies available at law or in equity to landlords in the event of such default to the maximum extent then permitted, and all of Landlord's rights and remedies shall be cumulative and Landlord may exercise one or more of such rights in such manner and at such times as Landlord, in his discretion, deems appropriate.

9.4. Landlord's Right to Perform Tenant's Obligations. If Tenant defaults in the performance of any term, provision, covenant or condition in this Lease required to be performed by it, Landlord may, after ten (10) days' notice to Tenant, or without notice if in Landlord's reasonable opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant. If either party incurs any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any act or default of the other party, or in attempting to enforce against the other party any right arising from a default of such party, the prevailing party in such action or proceeding shall be reimbursed by the other party for the amount of such expense together with interest on all of the foregoing at the rate of twelve percent (12%) per annum from the date incurred. If Tenant becomes obligated to reimburse or otherwise pay Landlord any sum of money in addition to the rents specified herein, such sums shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the monthly rent due and payable under this Lease. The rights of this provision shall survive the termination of the Lease along with other rights in the event of a default.

10. MISCELLANEOUS

10.1. Subordination. At Landlord's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time, provided, however, anything to

the contrary contained herein notwithstanding, every such mortgage shall contain a provision that the mortgagee shall recognize the validity of this Lease in the event of foreclosure of the Landlord's interest so long as Tenant shall not be in default under the terms of this Lease. Tenant shall execute whatever instruments may be required to effect such subordination.

10.2. Sale of Property. Landlord shall have the right at any time to sell, transfer or convey its interest in all or any portion(s) of Landlord's Property, improvements and buildings of which the Leased Premises are a part to any person, firm or corporation whatsoever, and upon any such sale, transfer or conveyances, Landlord shall cease to be liable under any covenant, condition or obligation imposed upon it by this Lease, or any of the terms and provisions thereof; provided, however, that any such sale, transfer or conveyance shall be subject to this Lease and that all of the Landlord's covenants and obligations contained herein shall be binding upon the subsequent owner or owners thereof; and provided further that such transferee from Landlord shall in writing assume the obligations of Landlord hereunder.

10.3. Offset Statement. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or all or any portion(s) of the Landlord's Property by Landlord an offset statement shall be required by Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

10.4. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power or sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

10.5. Recording. Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of memorandum or so called "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Term of this Lease and shall incorporate this Lease by reference.

10.6. Quiet Enjoyment. If and so long as Tenant pays the rent reserved 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.

10.7. Notices. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail to Tenant at the address of the Leased Premises, and to Landlord at its office or such other place as it may designate in writing, and either party may, by written notice at any time and from time to time, designate a different address to which notices shall subsequently be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

10.8. Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said Leased Premises as a Tenant from month-to-month, subject to all conditions,

provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Nothing in this section shall operate to preclude Landlord from removing Tenant from the Leased Premises upon the expiration of this Lease.

10.9. Successors and Assigns. The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

10.10. Governmental Regulations. Tenant shall, at Tenant's sole cost and expense, materially comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to signs, installations, repairs and business operations in the Leased Premises and shall faithfully observe all statutes now in force or which may hereafter be in force. At any time during the Term of this Lease that Tenant is required to obtain a license from any local, state or federal regulatory body, for the use of Hazardous Materials, Tenant shall notify Landlord of the existence of such license and provide Landlord with a copy of such license. Upon termination of this Lease and prior to vacation of the Leased Premises, Tenant shall fully comply with all terms of such license and to the extent applicable, obtain a closure letter or similar written confirmation of compliance with all license terms and provide a copy of such letter or confirmation to Landlord.

10.11. Force Majeure. In the event that either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock outs, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not attributable to the negligence or fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the unavoidable delay and the period for the performance of any such act shall be extended for an equivalent period. Provided, however, that this provision shall not operate to excuse Tenant from the timely payment of rent and other payments required by the terms of this Lease.

10.12. General. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant. No waiver of any default of Tenant or Landlord hereunder shall be implied from any omission by Landlord or Tenant any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions. The consent or approval by Landlord to or of any act by Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any provision. The plural sense where there is more than one tenant and to either

corporations, associations, partnership or individuals, male or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and by Tenant. The headings contained herein are for convenience only and do not define, limit or construe the contents of the provisions hereof. All negotiations, representations and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties.

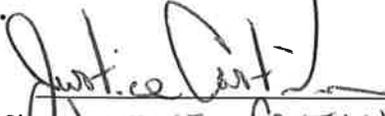
10.13. Right of Entry; Furnishing Information. Tenant shall permit Landlord, its agents and employees, upon reasonable prior notice, to enter the Leased Premises at all reasonable times, and promptly, within twenty-four (24) hours of Landlord's request, for the purpose of inspecting the same. Because Main Street Industries is designed to create employment opportunities for economically disadvantaged community residents, Landlord encourages Tenant's efforts to provide employment for Poverty Level Persons. Upon the request of Landlord, Tenant will promptly, within seven (7) days of Landlord's request, furnish to Landlord information regarding Tenant's job creation activities. In addition, on February 1 of every year during the Term, Tenant shall provide Landlord with a written report documenting Tenant's success at achieving the job creation goals set forth in Tenant's original application for tenancy. In addition, on an annual basis, upon the request of Landlord, Tenant will promptly, within seven (7) days of Landlord's request, furnish to Landlord financial statements and information on debt capital, equity capital and grant funds raised during the previous year. Landlord shall use reasonable efforts to keep any such information provided by Tenant in confidence.

10.14. Smoke-Free Environment. Landlord's Property shall be a smoke-free environment. No smoking shall be permitted anywhere in the Building or in or around Landlord's Property.

10.15. No Right to Encumber. Tenant shall not encumber, by mortgage, chattel or real estate security agreement, deed of trust or any other similar security documents or documents of transfer and conveyance, its leasehold interest and estate in the Leased Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:
**COMMON WEALTH DEVELOPMENT,
INC.**

By: 
Name: JUSTICE CASTANEDA
Title: EXECUTIVE DIRECTOR

TENANT:
County of Dane

By: _____
Name: _____
Title: _____

EXHIBIT A

Floor Plan

[See Attached]

EXHIBIT B
BUILDING RULES AND REGULATIONS
THE ALLIANCE AT MEADOWOOD

The following guidelines have been established to address questions, requests, and problems that arise in the normal course of operating a commercial property. They are intended to protect property, maintain a safe and healthy environment for all tenants, and to insure that a professional atmosphere is maintained so all tenants may operate their businesses in a harmonious manner:

1. **COMMON AREAS.** Refuse, such as pallets, empty boxes, shipping crates, containers, and packing material resulting from shipments and deliveries to the Premises shall not be considered ordinary waste and shall be removed from the Premises by Tenant or Tenant's subcontractors and service providers. In no event shall Tenant remove such refuse to, or allow such refuse to remain in, any common area, including hallways, entrances, lobbies and dock area, or anywhere outside the Building. Additional disposal costs resulting from excessive waste shall be the responsibility of the Tenant.
2. **SIGNAGE.** Suite and directory signage showing Tenant's name designated by the Lease will be provided by Landlord in the lobby or main entry of the Building and on directional signs in the hallways. No additional signs, advertisement, or notices shall be inscribed, painted, or affixed on any part of the outside or inside of the Building or Premises, except on those areas specifically designated by Landlord, and only at the expense of Tenant. Color, size, style, and material shall be designated and approved by Landlord.
3. **LOCKS AND DOORS.** Office keys, exterior door keys, etc., may not be duplicated. Any locks so installed must in all cases be keyed to the Master System already used in the Building. If any keys are lost or stolen, Tenant shall notify Building Management immediately. If re-keying is required, the cost shall be at Tenant's expense. It is the responsibility of Tenant to collect keys upon termination of any staff member and contact Building Manager as to any key holder changes. All keys will be returned to Building Management upon termination of tenancy or changing occupancy to another location in the Building.
4. **PLUMBING FIXTURES.** The toilets, urinals, washbowls, drinking fountains, and other apparatus shall not be used for any purpose other than that for which they were constructed. No coffee grounds, food waste, rubbish, rags, paper, sanitary napkins, tampons or other substances shall be thrown therein.
5. **FIRE HAZARDS.** For the protection of all Tenants and users of the facility:
 - a. Landlord reserves the right to disallow or monitor the use of chemicals, flammable or inflammable explosives, hazardous articles of any nature, and noxious gases or substances that will interfere with Tenants' peaceful enjoyment of the facility. Tenant's use of any such materials must be approved in writing by Landlord.
 - b. No cooking (other than reheating in microwave ovens) shall be done in the Leased Premises unless otherwise specified in the Lease. Coffeepots, etc., need to be turned off or unplugged upon departure.

- c. Electric or any other types of space heater are not permissible. State fire codes prohibit the use of these heaters in multi-tenant buildings.
 - d. Do not use equipment with frayed cords, and avoid overloading outlets. Extension cords may not be used with office equipment; however, power strips with built-in circuit breakers are acceptable. Furniture should be arranged to accommodate electrical equipment without the use of extension cords or overloading.
 - e. Smoking is not allowed in this facility or on the property.
 - f. Trees may be displayed during the Christmas season under the following conditions: (a) the tree must be displayed in a convenient location within your own Premises, and the common areas cannot be obstructed; (b) if you have a live tree, lighting cannot be used; (c) lighting is allowed on artificial trees; (d) it shall be Tenant's responsibility to unplug electrical cords upon departing the Premises; (e) disposal of live trees is Tenant's responsibility. Trees shall be bagged or covered during removal.
6. **TELEPHONE/ COMPUTER INSTALLATION.** If Tenant desires telephone connections or other wire services, Landlord reserves the right to direct where and how the wires are to be introduced and instruments placed, and without such directions, no boring or cutting for wires or instruments shall be permitted. Tenant shall give Landlord forty-eight (48) hours notice prior to service or installation of telephone equipment to allow access to secured areas. Tenants shall be responsible for all costs associated with installations and/or modifications.
 7. **SOLICITATION.** Canvassing and door-to-door solicitation of Building Tenants is not permitted. Tenants are encouraged to notify the Building Manager promptly of any persons in violation.
 8. **SUSPICIOUS PERSONS/LOITERING.** Anyone who appears suspicious or is loitering in the entryways, restrooms or hallways, during or after business hours, should be reported immediately to the Building Manager or the local police department. Do not try to handle the situation alone.
 9. **TENANT SECURITY.** Tenant must close windows, lock doors, and extinguish lights upon leaving the Premises. Tenant is also encouraged to lock the door of the Premises at any time workers are alone and the office entry is isolated and not in view from the area in which people are working. Purses and other valuables should always be put away – preferably locked up. Landlord cannot be held responsible for lost or stolen items from your Premises or the commons. This is a locked building and exterior doors are not to be unlocked nor can they be “propped” open to allow entry for a customer or guest. If you see a fellow tenant blocking open a door, please report it to Building Management. It violates your security.
 10. **AFTER-HOURS SECURITY.** If you use the Building after hours or on weekends, please be security conscious. Always check office and exterior doors behind you upon arrival and departure, making sure the doors are shut tight and locked.
 11. **RIGHT OF ENTRY.** Landlord and its representatives shall have the right to enter the Premises to examine the same for all reasonable purposes. Landlord's Building Manager and

Building Office/Maintenance personnel shall be allowed admittance to the Premises to cover any emergency or required inspection that may arise.

12. **PARKING.** The parking lot is by permit only and violators will be ticketed. All cars parked in the lot must be registered with the Building Manager and display an authorized parking permit sticker. Tenant is to observe parking in the designated areas only, and in a manner as not to obstruct or interfere with the ingress and egress of others. If it is necessary to leave a vehicle parked in the lot overnight, please advise the Building Manager. During winter months, it is urgent that cars are removed from parking lots to allow for snow removal. Inoperable vehicles or vehicles for sale shall not be stored on the Premises or common area. Any unauthorized vehicles may be subject to ticketing and/or towing at the owner's expense. Bicycles shall be parked only at such place or places as Landlord, in its sole discretion, may designate.
13. **COMMON COURTESY.** It is the responsibility of Tenant not to cause or allow any improper or disturbing noises, disturbances, or odors in the Building at any time. Children are not permitted to play or loiter in the halls, lobby or other common areas. Doors leading from the Premises to the hallways should be kept closed. Well-behaved dogs and other pets may be brought in the Building with permission only.
14. **CARPETING.** Potted plants set on carpeting and floors must be placed in a saucer or other suitable container to catch drainage from watering, or a serious stain could result for which Tenant will be held responsible. Tenant shall provide vinyl mats for desk chairs to prevent excessive wear and tear on the carpet.
15. **WALLHANGINGS.** No spikes, hooks, screws, nails, or other devices, except common picture hanging hooks, shall be driven into the walls, woodwork or ceilings of the Premises without Landlord's prior approval.
16. **CLEANING.** Janitorial services are provided as stated in your Lease. Tenant shall use its best efforts to keep the common areas and its own Premises reasonably neat and clean to facilitate the cleaning contractor. Valuables, equipment, boxes, etc., should not be stored on the floor or other areas where it may interfere with the efforts of the cleaning personnel or possibly be damaged. It is the responsibility of Tenant to make janitorial service needs reasonable. Trash shall not be stored or placed in hallways, stairwells, or other common areas as it poses a danger in the event of an emergency evacuation and is also unsightly to other tenants and guests of the Building.
17. **VENDING.** No vending machine or machines of any description shall be installed, maintained or operated upon the premises without the written consent of the Landlord.
18. **TENANT RESPONSIBILITIES:**
 - a. Keep heat at temperature which is warm enough that pipes don't freeze (no less than 55 degrees Fahrenheit).
 - b. Notify manager of any damage to space. Cover costs of any damage done to inside of space.
 - c. Manager must authorize any re-keying of doors in space – this must be done to the master key.

- d. Fill out and sign Entry Authorization Sheet listing any person who Common Wealth can let into your space if locked out. You are also responsible for removing persons from this list such as employees who you have let go.
- e. Complete a check-in and check-out sheet.
- f. Notify manager if changing telephone lines or internet provider (manager needs to provide access to the data cage for telephone or internet installers).

19. LANDLORD RESPONSIBILITIES:

- a. Replace light bulbs & ballasts in light fixtures.
- b. Maintenance HVAC units.
- c. Fix holes in windows caused by vandalism from people outside of the building.
- d. Re-charge fire extinguishers.
- e. Maintain building.
- f. Clean common areas.
- g. Provide trash removal.

Landlord shall have the right to take reasonable measures, as may be necessary or desirable to enforce these Rules and Regulations. Landlord reserves the right to modify these Rules and Regulations as may be necessary during the term of the Lease. The Rules and Regulations are incorporated by reference into the Lease between the parties hereto. Tenant's representative shall be responsible for advising staff members of these policies and procedures.

Tenant's Initials



Landlord's Initials



Common/Shared Space

County of Dane Rented Space

Common Wealth Development Space



knother + bruce
ARCHITECTS
1000 Grand Avenue
Madison, WI 53703
608.262.3199

ISSUED
March 10, 2010

PROJECT TITLE
COMMON
WEALTH
DEVELOPMENT

5800 Raymond Road
Madison, Wisconsin
SHEET TITLE
First Floor Plan

SHEET NUMBER

A-1.1

PROJECT NO. 1932



1 FIRST FLOOR PLAN
DATE: 11/12