

Dane County Contract Cover Sheet

Revised 06/2021

Res 218

BAF # 23139
 Acct: Breunig
 Mgr: Chance
 Budget Y/N: N

Dept./Division	Human Services /PEI		
Vendor Name	New Heights Lutheran Church	MUNIS #	33442
Brief Contract Title/Description	New Heights Lutheran Church has agreed to grant a lease beginning January 1, 2024 and ending December 31, 2024 at 314 Anne Street Mazomanie. The rental amount is \$70.00 per month for an annual payment of \$840.00 with two options to renew for additional one year terms at an increase of \$25.00/month		
Contract Term	1/1/24 - 12/31/2024		
Contract Amount	\$ 840.00		

Contract # Admin will assign	15237
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	County Lessee
<input 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	Spring Larson, Contract Coordination Assistant	Name	Faith Fehlen
Phone #	608-242-6391	Phone #	608-767-2247
Email	dcdhscontracts@countyofdane.com	Email	faith@newheightslc.org
Purchasing Officer			

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 checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 74	Org: 72353	Obj: 20511	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 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	218
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input 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	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2023.10.26 15:39:00 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 10/24/23

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/30/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, October 31, 2023 10:53 AM
To: Hicklin, Charles; Rogan, Megan; Lowndes, Daniel
Cc: Oby, Joe
Subject: Contract #15237
Attachments: 15237.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/31/2023 10:53 AM	Approve: 10/31/2023 10:53 AM
	Rogan, Megan	Read: 10/31/2023 10:59 AM	Approve: 10/31/2023 10:59 AM
	Lowndes, Daniel	Read: 10/31/2023 10:53 AM	Approve: 10/31/2023 10:55 AM
	Oby, Joe		

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

Contract #15237
Department: Human Services
Vendor: New Heights Lutheran Church
Contract Description: JFF Lease at 314 Anne Street, Mazomanie (Res 218)
Contract Term: 1/1/24 – 12/31/24
Contract Amount: \$840.00

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

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2023 RES-

**AUTHORIZING MAZOMANIE LEASE AT 314 ANNE STREET FOR
JOINING FORCES FOR FAMILIES PROGRAM - DCDHS– PEI DIVISION**

Dane County Department of Human Services (DCDHS) – Prevention & Early Intervention Division (PEI) provides more localized services in the communities identified as needing those services most through the Joining Forces for Families Program (JFF). JFF has an opportunity to move from its current location at 11 Brodhead Street to a new shared community space in the former Mazomanie Elementary School at 314 Anne Street. The school was recently purchased by New Heights Lutheran Church (NHLC), and is now known as “The Grove”. The space will include a food and clothing pantry and will house organizations such as JFF, which will provide services to the community.

NHLC has agreed to lease approximately 308 square feet of office space to JFF beginning January 1, 2024 and expiring December 31, 2024 at a rental amount of \$70.00 for a total of \$840.00 annually. The lease includes two options to renew the lease for two (2) additional one year terms with \$25.00 rent increases to \$95.00 per month for the first renewal and \$120.00 per month for the second renewal. NHLC will provide some office furniture and will also provide basic janitorial services, lawn care, snow removal and all utilities, except for phone.

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a Lease with New Heights Lutheran Church under the terms summarized above; and

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

LEASE

This LEASE, made and entered into by and between New Heights Lutheran Church (hereinafter referred to as "Lessor") and County of Dane (hereinafter referred to as "Lessee"):

WITNESSETH

Section 1. **LEASED PREMISES.** Lessor, for and in consideration of the rents to be paid by Lessee and the conditions, provisions, reservations, and stipulations hereinafter set forth, does hereby lease unto Lessee the 308 square foot office space, more particularly designated and known as the Joining Forces for Families Office, at 314 Anne Street, PO Box 99, Mazomanie, WI 53560, hereinafter referred to as the "Leased Premises". Lease to include cherry office desk and desk chair, property of the Lessor.

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 community office site for the Dane County Human Services Department or any other lawful use with the consent of Lessor, which consent shall not be unreasonably withheld.

Section 3. **LEASE TERM.** The term of this lease shall be for a period of twelve (12) months, beginning on January 1, 2024 and running through December 31, 2024.

Section 4. **RENTS.** As rent for the Leased Premises, Lessee shall pay to Lessor, or at such other place as Lessor may designate in writing from time to time, a total sum of \$70.00 per month for a total of \$840.00 per rental term.

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

Section 6. **RENEWAL OPTION.** LESSEE shall have the option to renew this lease upon the same terms for two (2) additional one (1) year terms under the terms and conditions set forth in this lease, except that the rent shall increase by \$25 a month to \$95.00 per month for the first renewal and to \$120.00 per month for the second renewal.

Notification of LESSEE's intention to exercise its option to renew shall be delivered in writing to LESSOR at least 60 days before the expiration of the original term of this lease, or the expiration of the first renewal term.

Section 7. **UTILITIES AND CERTAIN SERVICES.** Lessor shall be responsible for and furnish at its own expense all utilities except for phone access, required for Lessee's use of the Leased Premises. Lawn care and snow removal is the responsibility of the Lessor. Basic janitorial services will be provided by the Lessor.

Section 8. **ALTERATIONS PROHIBITED.** Lessee shall make no changes, alterations, additions or improvements to the Leased Premises or parts whereof without the prior written consent of Lessor.

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 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 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, 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 physical office key. Original keys are supplied at no additional cost to the Lessee; key replacements (key card or physical keys) will require a \$25.00 replacement fee.

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.

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: New Heights Lutheran Church
314 Anne Street - PO Box 99
Mazomanie, WI 53560

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

Section 15. RULES. Lessee shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance or menace to neighboring property or neighboring tenants within the building. Lessee shall comply with all laws, statutes, ordinances, rules and regulations of any agency or government having authority or jurisdiction over the demised premises.

Section 16. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. Lessee shall observe and comply with the Lessor's rules and regulations pertaining to the Leased Premises and adjacent common

areas. Lessee agrees such rules and regulations may be rescinded, amended, or added to by Lessor for the proper use, welfare and enjoyment of all tenants and patrons of the building provided that any such rescission, amendment, or addition (i) shall apply to all tenants equally and (ii) shall not unreasonably interfere with Lessee's planned use of the Lease Premises. Lessee shall have (5) days advance written notice of any such rescissions, amendments or additions and in the event, Lessee shall object thereto in writing, such rescissions, amendments or additions shall not become effective against Lessee until Lessee and Lessor have negotiated and reached agreement therein. If Lessee is unable to accept Lessor's revised, rescinded or amended Rules and Regulations after fourteen (14) days, Lessee shall have the right to terminate its lease with a thirty (30) day notice. Any violation of existing or amended rules and regulations which continues or is not remedied within fourteen (14) days after receipt of notice thereof from Lessor shall constitute a material default in the lease entitling Lessor to re-enter the Leased Premises and move Lessee and to use any other remedies available to Lessor.

Section 17. **UNTENABLE PREMISES.** If the space assigned to Lessee is partially damaged by fire or other casualty, but not rendered untenable, Lessor shall repair the Leased Premises at its own cost and expense. If the damage 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.

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 discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level, or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Lessor and Lessee further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this lease because of race, religion, color, age, disability, sex or national origin.

Section 25. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD. Lessor and Lessee shall, in all solicitations for employment or tenancy placed on either's behalf, state that Lessor or Lessee is an "Equal Opportunity Employer" and complies with the Federal Fair Housing act of 1968.

Section 26. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions, or agreements hereof shall operate as a waiver thereof nor affect the right of the party to enforce the same upon a subsequent default or breach.

Section 27. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 28. 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 LESSOR:

New Heights Lutheran Church


Teresa Drabenstadt, Congregational President

FOR LESSEE:

County of Dane

Joseph T. Parisi, Dane County Executive

Scott McDonell, Dane County Clerk