

# Dane County Contract Cover Sheet

Revised 01/2023

RES 072  
significant

<b>Dept./Division</b>	Sheriff's Office -- Field Services Division		
<b>Vendor Name</b>	Town of Middleton	<b>MUNIS #</b>	8019
<b>Brief Contract Title/Description</b>	Authorizing a 5-year lease agreement with the Town of Middleton for the West Precinct, includes two 5-year lease renewal options.		
<b>Contract Term</b>	April 1, 2023 - March 31, 2028		
<b>Contract Amount</b>	\$184,796 (5-year total)		

<b>Contract #</b> Admin will assign	15122
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input 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	
<b>Name</b>	Lillian Radivojevich	<b>Name</b>	Barbara Roeslein, Clerk
<b>Phone #</b>	(608) 284-4801	<b>Phone #</b>	(608) 833-5887
<b>Email</b>	radivojevich@danesheriff.com	<b>Email</b>	www.town.middleton.wi.us
<b>Purchasing Officer</b>	Megan Rogan		

<b>Purchasing Authority</b>	<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)	<b>RFB/RFP #</b>
	<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	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b> SHRFFLD	<b>Obj:</b> 32232	<b>Proj:</b>	\$ 36,000.00
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	072
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<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	
<b>Dept. Head / Authorized Designee</b>	
Nygaard, Christopher	Digitally signed by Nygaard, Christopher Date: 2023.05.31 13:50:05 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 5/31/23	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, June 2, 2023 10:37 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15122  
**Attachments:** 15122.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 6/2/2023 10:39 AM	Approve: 6/8/2023 1:32 PM
	Rogan, Megan	Read: 6/2/2023 10:45 AM	Approve: 6/2/2023 10:46 AM
	Gault, David	Read: 6/2/2023 11:04 AM	Approve: 6/2/2023 11:06 AM
	Lowndes, Daniel	Read: 6/2/2023 10:44 AM	Approve: 6/2/2023 10:46 AM
	Stavn, Stephanie	Read: 6/2/2023 11:35 AM	
	Oby, Joe		

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

Contract #15122  
Department: Sheriff Dept  
Vendor: Town of Middleton  
Contract Description: Lease for Sheriff Dept West Precinct (Res 072)  
Contract Term: 4/1/23 – 3/31/28  
Contract Amount: \$184,796.00

### *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 in accordance with COVID 19 response guidelines.



TOWN OF MIDDLETON  
LEASE

THIS LEASE, made and entered into this 22<sup>nd</sup> day of May 2023 by and between the Town of Middleton (hereinafter referred to as the "Lessor") and Dane County (hereinafter referred to as the "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 demise, lease and let unto Lessee a certain part of the Lessor's Town Hall premises, located in the Town of Middleton, Dane County, Wisconsin, more fully described as follows:

An area consisting of approximately 3,500 square feet located in the lower level of the first addition to the Town Hall located at 7555 West Old Sauk Road, Verona, Wisconsin, together with reasonable right of access to and from the premises and use of a parking lot for vehicles owned and operated by employees of the Dane County Sheriff's Department, including a minimum of twenty (20) exclusive parking spaces and ten (10) non-exclusive parking spaces located adjacent and to the south of the facility.

**Section 2. Exclusive Use of Leased Premises.** During said lease term. Lessee shall be entitled to the exclusive use of the leased premises for the purpose of operating and conducting the business of a precinct station for the Dane County Sheriff's Department and no other use whatsoever.

**Section 3. Lease Term.** Lessee, whose address is c/o County Clerk, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin, 53703, shall have and hold the leased premises for a term of fifteen (15) years commencing on the 1st day of April 2023 and ending as of midnight on the 31st day of March 2038. This lease term shall be referred to as the "Original Lease Term".

**Section 4. Renewal Terms.** Lessee shall have the option to renew this lease for two (2) additional five (5) year terms. At the commencement of the first renewal term, the rent shall increase three percent (3%) over the prior year and then shall increase one and one-half percent (1.5%) for each year of the first renewal term. At the commencement of the second renewal term, the rent shall increase three percent (3%) over the prior year and then shall increase one and one-half percent (1.5%) for each year of the second renewal term.

**Section 5. Rents.** As rent for the leased premises during the first year of the initial lease term, Lessee shall pay to Lessor c/o Town Clerk, Town of Middleton, 7555 West Old Sauk Road, Verona, Wisconsin, 53593, or at such other place as Lessor may designate in writing from time to time the sum of \$31,500 in four (4) equal installments of \$7,875. Each year thereafter, on the anniversary date of the lease, the rent shall increase one and a half percent (1.5%) over the prior year. The total sum payable during the initial lease term is equal to \$525,487.34. Rent is payable in sixty (60) quarterly installments, payable in advance on the first day of April 2023 and quarterly thereafter.

**Section 6. Additional Payments.** Lessee shall pay to Lessor the additional sum of two thousand dollars (\$2,000) annually. Lessor shall deposit such additional payments in a separate “sinking fund” which may be used only for repairs and renovations to the leased premises. Lessor shall have no obligation to return any unexpended balance in the sinking fund at the termination of this lease.

**Section 7. Utilities and Certain Services.** Lessee shall be responsible for all utilities and services it may require. Lessee shall reimburse Lessor fifty percent (50%) of the annual costs associated with operation and maintenance of the septic system serving the Town Hall and shall pay the Lessor the sum of \$2,500 annually for snow plowing and snow clearance services.

**Section 8. Alterations Prohibited.** Lessee shall make no changes, alterations, additions or improvements to the leased premises, or any part thereof, without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.

**Section 9. No Sublet or Assignment.** There shall be no sublet or assignment of this lease, unless in writing, consented to by the Lessor.

**Section 10. Repairs.** Lessee agrees to keep and maintain the leased premises in good repair and condition at all times, except for ordinary wear and tear and damage by fire, or other unavoidable casualty not occurring by fault of the Lessee.

**Section 11. Smoking Prohibited.** Lessee understands and agrees that smoking is prohibited in and on the leased premises. Such prohibition includes Lessee’s employees, agents and individuals who have the opportunity to enter the premises under the supervision of the Lessee.

**Section 12. Removal of Fixtures.** Lessee may, upon termination or expiration of this lease and provided Lessee is not in default, remove any trade fixtures installed by Lessee on condition that Lessee shall repair at its cost any damage caused by such removal. Should Lessee not complete such repairs in a manner satisfactory to the Lessor, Lessor shall undertake to complete such repairs and bill the Lessee for the costs of such repairs plus ten percent (10%). Lessee agrees to pay any such billing received from Lessor within thirty (30) days of receipt of the same.

**Section 13. Lessor’s Access to Leased Premises.** Lessor shall be allowed access to the leased premises at reasonable times during the business hours of the Lessee for the purpose of examining the same, performing Lessor’s obligations under this lease, or maintaining the building of which the leased premises are a part.

**Section 14. No Mutual Indemnification, Insurance.** Each party 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, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards,

commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

Lessee shall provide insurance certificates or other proof of insurance showing liability limits of not less than \$1,000,000, which insurance shall be paid in full by the Lessee.

**Section 15. 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 to the Lessor, such notice, demand or communication shall be made in writing and shall be served personally or given by certified mail to the party's address as noted below:

To Lessee: Dane County Real Estate Coordinator  
5201 Fen Oak Drive, Room 208  
Madison, WI 53718

To Lessor: Town Clerk  
7555 West Old Sauk Road  
Verona, WI 53593

**Section 16. Rules.** Lessee shall not perform any acts or carry out any practices which may injure the leased premises or be a nuisance or menace to the neighboring property. Lessee shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the demised premises. Violation of any provision of this section shall constitute grounds for termination of this lease by Lessor on sixty (60) days written notice containing the reasons for termination. If the lease is terminated pursuant to this section, Lessor shall have no obligation to return to Lessee rent paid in advance.

**Section 17. Untenantable Premises.** If the space assigned to Lessee is partially damaged by fire or other casualty, but not rendered untenantable, Lessor shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises untenantable but capable of being repaired within ninety (90) days, the same shall be repaired by the Lessor at its own cost and expense and the rent payable by Lessee shall be paid up to the time of such damage, and thereafter cease until such time as the assigned premises shall be restored and made tenantable.

In the event that the premises are completely destroyed by fire or other casualty, or are so damaged that the premises will remain untenantable for more than ninety (90) days, the Lessee may exercise either of the following options: 1) if the premises are repaired or reconstructed by the Lessor, the rent shall be paid up to the time of such damage or destruction and thereafter cease until the premises are tenantable or, 2) if within one hundred eighty (180) days after the time of damage or destruction, the premises have not been repaired or reconstructed, Lessee may give Lessor written notice of its intention to terminate the lease in its entirety as of the date of such damage or destruction. The term "premises" as used herein means the building structure only, and bears or implies no reference to contents.

Nothing in this Section 17 shall require Lessor, in the event of fire or other casualty, to repair or reconstruct the premises or to repair or reconstruct the premises in such a manner as to provide space for Lessee. In the event Lessor determines not to repair or reconstruct the premises or not to repair or reconstruct the premises in such a manner as to provide space for Lessee, Lessor will give written notice to Lessee of its intention to terminate the lease in its entirety as of the date of such determination.

**Section 18. Lessee's Obligations.** During the term of this lease, Lessee agrees to pay the rents and additional payments at the times and in the manner set forth herein. At the expiration hereof, 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. The Lessee further agrees that it will not cause any waste to be committed upon the leased premises; that it will use the premises for the above named purpose 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 premises at the lowest reasonable rate consistent with Lessee's use of the premises; that, at the Lessee's own cost and expense, it will observe and comply with such rules and regulations as may be required by the fire insurance carrier or other insurance carriers that may insure the leased premises; and that the Lessee will observe and comply with all ordinances and laws, rules and regulations of the Town of Middleton and the State of Wisconsin, and any agency thereof, in connection with conducting its business or activities thereon.

**Section 19. Termination By Lessee.** Notwithstanding any language herein to the contrary but subject to the provisions of Section 19, Lessee may, on a minimum of six (6) months advance written notice, terminate this lease and all of its obligations hereunder in the event the Dane County Board of Supervisors, at any time during the term of this lease, authorizes the closing or moving of this field office or fails to appropriate sufficient funds to Lessee to continue to support its obligations under this lease.

**Section 20. Default of Lessee.** It is mutually understood and agreed that in case default be made in the payment of rents or additional payments stipulated above, or any part thereof, provided that Lessee fails to cure such default within thirty (30) days after notice thereof is given by Lessor, or in the case of noncompliance with 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 thirty (30) days after notice thereof is given by Lessor, then and in any event it shall be lawful for the Lessor, his 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 of this lease ended, and to reenter said premises either with or without process of law, and to expel or remove Lessee and any person or persons occupying the same, and again to possess and enjoy the leased premises as before this lease, without hindrance or delay, and without prejudice to any rights or remedies the Lessor may have for arrears of rents and additional payments, or preceding breach of covenants, or for future rents and additional payments accruing during the remainder of the lease term which Lessor shall not reasonably be able to mitigate, whether such expulsion or removal is

accomplished directly by the Lessor, by legal proceedings initiated by Lessor for such purposes, or otherwise.

**Section 21. Lessor's Covenant of Peaceful Enjoyment.** Lessor covenants and agrees with Lessee that upon Lessee paying the rents and additional payments 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 22. Signs Not Permitted.** Except in areas designated and approved in writing in advance by Lessor, Lessee shall post no signs nor erect any signs of any kind upon the premises.

**Section 23. No Waiver.** No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements herein shall operate as a waiver thereof, nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

**Section 24. Remedies Cumulative.** The rights and remedies herein granted are cumulative and are in addition to any given by 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 25. 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 26. Captions.** The captions of 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 or this lease, nor in any way affect this lease.

**Section 27. 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 or not 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.

**Section 28. Successors and Assigns.** This lease shall bind and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns, except as otherwise herein specifically provided.

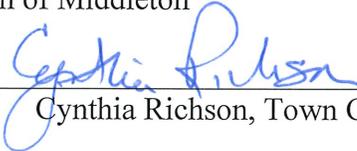
**Section 29. Entire Agreement.** This lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained herein.

**Section 30. Amendment.** 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 both of the parties to this lease.

End of Conditions

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  
Town of Middleton

By:   
Cynthia Richson, Town Chair

By:   
Barbara Roesslein, Town Clerk

For LESSEE  
Dane County

By: \_\_\_\_\_  
Joseph T. Parisi, Count Executive

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