

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 23097
 Acct: Breunig
 Mgr: Meinen
 Budget Y/N: N

Res 133

Dept./Division	Human Services/PEI		
Vendor Name	CSG Holdings	MUNIS #	33269
Brief Contract Title/Description	NECZ's current lease expires on Sept 30th 2023 at 2901 Packers Avenue and the program desires to remain in the space. CSG, the new owner of this property, has agreed to continue leasing for one year beginning Oct 1, 2023 at the rental rate of \$3,932.60/month. All utilities, lawn care and snow removal is included in this price. Funds are already in the budget		
Contract Term	10/1/2023 - 9/30/2024		
Contract Amount	3,932.60/mo.....\$47,191.20/yr		

Contract # Admin will assign	15183
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	Name	Corey Lucke
Phone #	608-242-6391	Phone #	773-682-3384
Email	dcdhscontracts@countyofdane.com	Email	clucke@artisongraham.com
Purchasing Officer			

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

MUNIS Req.	Req # 2335	Org: 72355N	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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	133
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2023

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

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2023.08.21 11:45:18 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 8/17/23

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/22/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, August 22, 2023 12:09 PM
To: Hicklin, Charles
Subject: Contract 15193
Attachments: 15193.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/23/2023 4:43 PM	Approve: 8/23/2023 4:44 PM

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

Contract #15193
Department: Human Services
Vendor: CSG Holdings
Contract Description: NECZ lease at 2901 Packers Avenue (Res 133)
Contract Term: 10/1/23 – 9/30/24
Contract Amount: \$47,191.20

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.

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, August 22, 2023 11:46 AM
To: Higdon, Lars; Rogan, Megan; Lowndes, Daniel
Cc: Oby, Joe
Subject: Contract 15193
Attachments: 15193.pdf

Tracking:	Recipient	Read	Response
	Rogan, Megan	Read: 8/22/2023 12:45 PM	Approve: 8/22/2023 12:46 PM
	Lowndes, Daniel	Read: 8/23/2023 4:02 PM	Approve: 8/23/2023 4:03 PM
	Oby, Joe		

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

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1
2
3 **2023 RES-133**

4 **AUTHORIZING LEASE FOR NORTHSIDE EARLY CHILDHOOD ZONE OFFICE**
5 **DCDHS - PEI DIVISION**

6 Dane County Department of Human Services (DCDHS) – Prevention & Early
7 Intervention Division (PEI) provides services to families on the north side of Madison
8 through its Northside Early Childhood Zone (NECZ) program. NECZ's current lease
9 expires on September 30th and the program desires to remain in this space.

10
11 CSG Holdings LLC purchased the property last year and has agreed to continue leasing
12 the property at 2901 Packers Avenue to DCDHS for one year beginning October 1, 2023
13 through September 30, 2024 at a rental rate of \$3,932.60 per month for an annual
14 amount of \$47,191.20. All utilities, including lawn care and snow removal will be paid
15 by the landlord.

16
17 **NOW, THEREFORE, BE IT RESOLVED** that Dane County enter into a Lease with CSG
18 Holdings LLC under the terms summarized above; and

19
20 **BE IT FURTHER RESOLVED** that the Dane Executive and County Clerk are hereby
21 authorized to execute the Lease with CSG Holdings LLC on behalf of Dane County.

LEASE

This LEASE, made and entered into by and between CSG Holdings, LLC (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 approximately 4000 square feet of office space more particularly designated and known as the Northside Early Childhood Zone Office, 2901 Packers Avenue, Madison, WI, 53714 hereinafter referred to as the "Leased Premises".

Lessee shall additionally be entitled to the non-exclusive use of common front and back entrances, common areas and parking lot.

Section 2. **EXCLUSIVE USE OF LEASED PREMISES.** During the term of this Lease, Lessee shall be entitled to the exclusive use and quiet enjoyment of the Leased Premises for the purpose of operating and conducting business of the Northside Early Childhood Zone under the Dane County Human Services Department or any other lawful use consistent with this purpose.

Section 3. **LEASE TERM.** The term of this Lease shall be for a period of one (1) year, beginning on October 1, 2023 and running through September 30, 2024.

Section 4. **RENTS.** As rent for the Leased Premises, Lessee shall pay to Lessor at 5570 Surrey Lane, Waunakee, WI 53597 or at such other place as Lessor may designate in writing from time to time, a total sum of \$47,191.20 per rental year, payable in advance in equal monthly installments of \$3,932.60 per month due on the first (1st) of every month commencing October 1, 2023.

Section 5. **RENTAL ADJUSTMENTS.** There are no rental adjustments for the one (1) year term of the Lease.

Section 6. **UTILITIES AND CERTAIN SERVICES.** Lessor shall be responsible for and furnish at its own expense all utilities required for Lessee's use of the Leased Premises. Lawn care and snow removal is the responsibility of the Lessor.

Section 7. **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. If necessary to Lessee's purposes and efficient use of the Leased Premises, such consent will not be unreasonable withheld.

Section 8. **NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet or assignment of this lease unless in writing, consented to by Lessor.

Section 9. **REPAIRS.** Lessee shall keep and maintain the Leased Premises in good repair and condition except for ordinary wear and tear and damage by fire or other unavoidable

casualty 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 10. LEASEHOLD IMPROVEMENTS BY LESSEE. With Lessor's prior consent and subject to such reasonable regulations as Lessor shall impose, Lessee, may perform, in a professional, workman-like manner, leasehold improvement work at Lessee's sole risk, responsibility and cost. All such materials and work shall meet or exceed the present quality of the premises. The work and materials shall comply in every respect with requirements of all rules, ordinances, regulations, and codes of governmental bodies and agencies thereof having jurisdiction over the premises and with the terms and conditions of all insurance coverage applicable thereto. Lessee shall permit Lessor to supervise construction operations in connection with alterations or additions, if Lessor requests to do so, but Lessor shall have no duty to so supervise. Lessee's use of the property includes reasonable signage on the Leased Premises.

Section 11. REMOVAL OF FIXTURES. Lessee may, upon termination or expiration of this lease, remove any fixtures installed by Lessee on condition that Lessee shall repair at its cost any damage caused by such removal.

Section 12. CONSTRUCTION LIENS. Lessee shall prevent the filing of any construction liens on the Leased Premises.

Section 13. 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.

Section 14. 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 each party 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 15. 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 16. 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.

Notices to Lessor shall be to: CSG Holdings, LLC
Attn: Cory Lucke
5570 Surrey Lane
Waunakee, WI 53597

or such other as Lessor may from time to time designate in writing.

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

or such other as Lessee may from time to time designate in writing.

Section 17. 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 18. 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 19. 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 from such casualty substantially diminishes Lessee's use of the property, Lessor and Lessee shall negotiate a temporarily reduced rent until the Leased Premises is satisfactorily repaired. 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 estimate 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 20. LESSEE'S OBLIGATIONS. During the term of this Lease, Lessee agrees to pay the rents 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 21. 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 22. DEFAULT. Should either party be in default under any provision of this lease, the non-defaulting party, prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall have thirty (30) days to remedy the default. This period may be extended by a written agreement of the parties. If Lessee defaults in the payment of any charges due or fails to perform any obligation under this lease and does not cure the default within thirty (30) days after written notice thereof, Lessor may at its option terminate this lease. Lessor may enforce its remedies by seeking damages, eviction, injunction or any other equitable remedy.

Section 23. TERMINATION BY LESSEE. Notwithstanding any language herein to the contrary, Lessee may terminate this lease and all of its obligations thereunder in the event the Dane County Board of Supervisors at any time during the term of this lease, requires the closing of the Northside Early Childhood Zone at the Leased Premises or Lessee's funding ends. Any such termination shall require a minimum one hundred twenty (120) days written notice to Lessor.

Section 24. TERMINATION BY LESSOR. Notwithstanding any language herein to the contrary, Lessor may terminate this Lease and all of its obligations at any time during the term of the Lease, decides to sell the Leased Premises, Lessor may terminate the Lease. Any such termination shall require a minimum of one hundred twenty (120) days written notice to Lessee.

Section 25. 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 26. **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 27. **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 28. **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 29. **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 30. **SEVERABILITY.** 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 31. **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 32. **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 33. **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 34. CHOICE OF LAW. This Lease will be governed according to the laws of Wisconsin and any action will be venued in Dane County. The Lease will not be construed against the drafter.

Section 35. 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 36. 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.

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:



Cory Lucke, Managing Member, CSG Holdings, LLC

FOR LESSEE:

Joseph T. Parisi, Dane County Executive

Scott McDonell, Dane County Clerk