Dane County Contract Cover Sheet

BAF#___20133_

RES 288

					-			
Dept./Division	Human Services /			Contrac Admin will a		14	208	
Vendor Name	Cyrena Pondrom D/B/A Pondrom Apartments			Addend	lum	□ Ye	es 🛛 No	0
Vendor MUNIS #	28855				Туре	of Co	ntract	
	Lease for JFF office with Pondrom					Dane (County Co	ontract
Brief Contract	located at 2225 Allied Drive (4 unit					Grant		
Title/Description	1/1/2021. Term is for one Year. Le	ase includes on	ie-	\boxtimes		Count	y Lessee	
	year renewal with 4% increase.					Count	y Lessor	
Contract Torm	January 1, 2021 through December	- 21 2021				Interge	overnmen	tal
Contract Term	Contract Term January 1, 2021 through December 31, 2021					Purchase of Property		
Total Contract	\$ 26 E04					Property Sale		
Amount	\$ 36,504					Other		
	State							
	☐ Between \$11,000 - \$37,000 (\$0 - \$25,0	00 Public Works)	(3 quotes	required)				
Purchasing	Over \$37,000 (\$25,000 Public Works)	Formal RFB/RFP r	equired)			RFB	B/RFP #	
Authority	Bid Waiver – \$37,000 or under (\$25,00	0 or under Public V	Vorks)					
	Bid Waiver - Over \$37,000 (N/A to Pub	lic Works)						
	🛛 N/A – Grants, Leases, Intergovernmer	ntal, Property Purc	hase/Sal	e, Other				
MUNIS Req.	Org Code	Obj Code			Amou	Int	\$	
Req #	Org Code	Obj Code			Amou	Int	\$	
Year	Org Code	Obj Code			Amou	Int	\$	

Resolution	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.		
/Addendum	□ Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
Form	☑ Resolution required and a copy is attached.	Res #	288
	□ Addendum Form required.	Year	2020

	Contract Review/Approvals					
Initials	Dept.	Date In	Date Out	Comments		
MG	Received by DOA	12/14/20				
	Controller			approvals from all departments via email		
	Purchasing			attached herein		
N/A	Corporation Counsel			See "i" below		
	Risk Management					
	County Executive					

Dane County Dept. Contact Info					Vendor	Contact Inf	o
Na	me	Spring Larson, Contract Coord	. Assistant	Name	Nan Thornton		
Pho	ne #	(608) 242-6391		Phone #	608-240-8840		
Email larson.spring@countyofdane.com		<u>om</u>	Email	nan@faircrest.cor			
Address 1202 Northport Drive, RM Gr42A, Madison WI		2A, Madison WI 53704	Address	1741 Commercial Ave Madison WI 53704-47		/ 53704-4747	
	a.	Dane County Res. #	N/A	Approvals		Initials	Date
ces	b.	Budget/Personnel Required	no	g. Accounta	int	LB	11/18/20
ervi y	c.	Program Manager Name	Chance	h. Supervise	or	CW	11/18/2020
n S Jnly	d.	Current Contract Amount	\$ 36504	i. Corporati	ion Counsel		
Human Services Only	e.	Adjustment Amount	\$	j. To Provid	der		
H	f.	Revised Contract Amount	\$	k. From Pro	vider		

	Certification: The attached contract is a:	
	Dane County Contract without any modifications.	
	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:	
\boxtimes	Non-standard contract.	

Contract Cover Sheet Signature

Dept. Head /	Signature	Date
	Shaws Tessnern	12/14/2020
Authorized	Printed Name	
Designee	Shawn Tessmann, Director of Human Serv	vices

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

	Signature	Date
Director of		
Administration	Comments	
	Signature	Date
Corporation	Signature	Date
Corporation Counsel	Signature Comments	Date

From: Sent: To: Cc: Subject: Attachments:	Goldade, Michelle Tuesday, December 15, 2020 4:26 PM Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel Stavn, Stephanie Contract #14208 14208.pdf			
Tracking:	Recipient	Read	Response	
	Hicklin, Charles	Read: 12/16/2020 9:37 AM	Approve: 12/16/2020 9:37 AM	
	Clow, Carolyn			
	Gault, David			
	Lowndes, Daniel			
	Stavn, Stephanie	Read: 12/16/2020 10:19 AM		

Contract #14208 Department: Human Services Vendor: Cyrena Pondrom dba Pondrom Apartments Contract Description: JFF Office Lease at 2225 Allied Drive, #1-4 (RES 288) Contract Term: 1/1/21 – 12/31/21 Contract Amount: \$36,504

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

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: 608/266-4945 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.

From:	Gault, David
Sent:	Tuesday, December 15, 2020 6:53 PM
То:	Goldade, Michelle
Subject:	Approve: Contract #14208

The tenant is not Dane County Joining Forces for Families, it is just Dane County. Just for future reference that's how leases should be drafted.

David R. Gault Assistant Corporation Counsel for Dane County Room 419, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 (608) 266-4355

NOTICE: CONFIDENTIAL LEGAL COMMUNICATION: The contents of this communication may be subject to the attorney-client privilege and should not be released under an open records request or otherwise without first consulting with legal counsel.

From: Sent: To: Subject: Clow, Carolyn Tuesday, December 15, 2020 6:43 PM Goldade, Michelle Approve: Contract #14208

From: Sent: To: Subject: Lowndes, Daniel Tuesday, December 15, 2020 5:06 PM Goldade, Michelle Approve: Contract #14208

1 2	2020 RES-288
3	AUTHORIZING ALLIED LEASE FOR
4	JOINING FORCES FOR FAMILES PROGRAM - DCDHS - PEI DIVISION
5 6	Dane County Department of Human Services (DCDHS) - Prevention & Early Intervention
7	(PEI) division provides more localized services in the communities identified as needing
8	those services the most through the Joining Forces for Families (JFF) program. This
9	program leases four office units in a building located at 2225 Allied Drive, #1. 2. 3 and 4,
10	Madison, Wisconsin owned by Pondrom Apartments and managed by Faircrest
11 12	Management, LLC. The current lease expires on December, 31, 2020 and DCDHS intends to continue leasing this space for another year, beginning January 1, 2021
13	through December 31, 2021.
14	
15	The negotiated rental rate for the designated JFF space is \$3,042 per month (\$760.50
16 17	for each unit) or \$36,504 annually. Utilities except for electricity will be paid by the landlord. The lease includes an additional one year renewal term at a 4% increase. The
18	space will be utilized by a Dane County community social worker and other JFF
19	partners.
20	
21	NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a Lease with
22 23	Pondrom Apartments and Faircrest Management, LLC under the terms summarized above; and
24	above, and
25	BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are
26	hereby authorized to execute the described Lease on behalf of Dane County.

Pondrom Apartments Commercial Lease

This lease contract dated this <u>1st</u> day of <u>January</u>, 2021 is entered into by Cyrena Pondrom D/B/A Pondrom Apartments, hereinafter referred to as "Landlord" and <u>Dane County & Joining Forces for Families</u> hereinafter referred to as "Tenant".

PREMISES: 2225 Allied Drive (4 units) #_1, # 2, # 3, # 4___, Madison, WI, 53703.

TERM: The lease shall commence on <u>January 1</u>, <u>,</u> 2021 and ends on <u>December 31</u>, <u>,</u> 2021. If tenant shall continue to occupy the premises after the end of the lease term without the Landlord's consent, rent shall be double.

RENT: Rent shall be **\$ _3,042.00** per month, due on the first of each month, payable at 1741 Commercial Ave., Madison, WI 53704. If rent is over five days late, a late charge of \$75.00 and an additional \$5 per day thereafter is due and payable, along with the contract rent. NSF checks will result in an additional \$50 fee. **RENEWAL TERM:** This lease shall renew for an additional <u>One Year</u> term. The rent for this renewal shall increase by 4%. Terminating this automatic renewal requires written notice to the Lessor no less than 60 days prior to the expiration of the original lease term.

SECURITY DEPOSIT: \$ -0-

UTILITIES: Tenant (electric, including hallway electric, cooking gas,)

PARKING: Tenants and their staff or clients are allowed to park in the stalls and area as allocated by the management.

PETS: No pets shall be allowed on the premises.

NO SMOKING: Tenant understands that there shall be no smoking at any time in the building by the Tenant, their staff, clients, or other visitors.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant may assign this agreement or sublet any portion of the premises without written consent of the owner, or owner's agent, but must provide the Lessor with a copy of the sublet agreement.

MAINTENANCE, REPAIRS AND ALTERATIONS: Tenant shall maintain the premises in a safe, sanitary manner and in as good general condition as at the beginning of the tenancy or as subsequently improved, normal wear excepted. Tenant shall not without written consent from landlord physically alter the premises or cause a contractor's lien to attach to the premises, commit waste to the premises or the property of which it is a part. Tenant shall be responsible for any damage caused by negligence of the tenant, customer or guest. Tenant is responsible for maintenance of window glass. Landlord shall keep in reasonable state of repair the structure of the building in which the premises are located, those portions of the premises under landlord's

control, and all equipment necessary to supply services landlord has expressly agreed to furnish. CONTROL OF COMMON AREAS: All parking areas, driveways, entrances, exits, sidewalks, ramps,

landscaped areas, and any other areas provided by Landlord for the common use of the tenants of the Complex, shall be subject to the exclusive control and management of Landlord or their agents.

ENTRY AND INSPECTION: Tenant shall permit owner to enter the premises at any time with reasonable notice for any reasonable purpose.

DEFAULT: If tenant fails to perform any requirement herein, landlord may terminate all rights of tenant hereinafter unless tenant cures default within five days of such notice. If tenant abandons premises and is in default, owner or their agents may dispose of any property on the premises without further notice. If tenant defaults, landlord shall undertake to re-rent premises, but tenant remains liable for all rent, utilities and rental expenses until premises is re-rented to a new tenant satisfactory to landlord.

INSURANCE: Tenant shall maintain a public liability insurance policy naming the Landlord and Faircrest Management LLC as additional insured.

TRASH REMOVAL: Tenant shall remove all refuse from premises at regular intervals following any municipal trash and recycling rules or ordinances. Tenant shall be allowed use of the dumpsters on property for reasonable amounts of refuse from Tenant's business only.

WAIVER: No failure by owner to enforce any provision hereof shall be deemed a waiver nor shall acceptance of any partial payment waive owner's right to full payment.

IMPROVEMENTS: Tenant accepts premises "as-is" upon commencement of their lease.

This lease was drafted by Faircrest Management, LLC., who represents the landlord. This lease is binding upon and insures to heirs, assigns or successors.

In witness where of the parties have executed this lease on _____

-(By: 1 Brian Bosben, Agent Pondrom Apartments

Tenant/Title: Joseph T. Parisi Telephone _____ Email

Tenant/Title: Scott McDonell Telephone _____ Email