



City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 18255

File ID: 18255

File Type: Resolution

Status: Items Referred

Version: 1

Reference:

Controlling Body: BOARD OF ESTIMATES

File Created Date : 04/27/2010

File Name: 9362 Lease - PD - 2821 Todd Dr.

Final Action:

Title: Authorizing the Mayor and City Clerk to execute a Lease with Arbor Gate Development, LLC for the land and building located at 2821 Todd Drive for office use by neighborhood police officers and building inspectors and related activities.

Notes:

CC Agenda Date: 05/04/2010

Agenda Number: 3.

Sponsors: Tim Bruer

Enactment Date:

Attachments: 9362 Exhibit A.pdf

Enactment Number:

Author: Heidi J. Fischer, Real Estate Agent

Hearing Date:

Entered by: afreedman@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	04/28/2010	Daniel Bohrod	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community and Economic Development Unit	04/28/2010	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Board of Estimates and Public Safety Review Board.					
1	COMMON COUNCIL	05/04/2010	Referred	BOARD OF ESTIMATES			Pass
	Action Text:	A motion was made by Ald. Clear, seconded by Ald. Cnare, to Referred to the BOARD OF ESTIMATES. The motion passed by voice vote/other.					
	Notes:	Additional referral to Public Safety Review Committee					

1	BOARD OF ESTIMATES	05/05/2010	Refer	PUBLIC SAFETY REVIEW COMMITTEE
	Action Text:	This Resolution was Refer to the PUBLIC SAFETY REVIEW COMMITTEE		
	Notes:			
1	BOARD OF ESTIMATES	05/10/2010		
1	PUBLIC SAFETY REVIEW COMMITTEE	05/11/2010		

Text of Legislative File 18255

Fiscal Note

The office space (including electricity, heat, water/sewer, repairs and maintenance) is being provided at no cost to the City. No expenditure is required other than the costs of telephone/data services.

Title

Authorizing the Mayor and City Clerk to execute a Lease with Arbor Gate Development, LLC for the land and building located at 2821 Todd Drive for office use by neighborhood police officers and building inspectors and related activities.

Body

WHEREAS, the Police Department has observed an increasing trend in overall calls for police service, property crime and violent crime in the Leopold and Arbor Hills neighborhoods; and

WHEREAS; over 100 residents from the Leopold and Arbor Hills neighborhoods completed the "Madison Community Survey" in October 2009 identifying burglaries, drug sales, speeding vehicles and loud music as significant problems in their neighborhood; and

WHEREAS, the South Police District has assigned a full time Neighborhood Intervention Officer at the beginning of this year to work with neighborhood rental property owners in managing problematic tenants and to facilitate a more timely flow of information between police and rental property owners in addressing underlying problems; and

WHEREAS, the Building Inspection Unit has assigned staff to conduct a comprehensive inspection of all rental property in the Leopold and Arbor Hills Neighborhoods identifying code violations to property owners and, where appropriate, suggesting preventive maintenance practices for them to consider; and

WHEREAS, the owner of the land and building located at 2821 Todd Drive, Arbor Gate Development, LLC ("Landlord"), has offered to allow staff from the Madison Police Department and Building Inspection Unit to use the property for a neighborhood office; and

WHEREAS, the Police Department and Building Inspection Unit desire to use such space; and

WHEREAS, the City's Office of Real Estate Services and the Police Department have negotiated the terms of a Lease with the Landlord.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute a Lease with Arbor Gate Development, LLC (the "Landlord") for the land (consisting of approximately .77 acre) and the building (consisting of approximately 7,800 square feet), located at 2821 Todd Drive (collectively, the "Leased Premises"), as depicted on attached Exhibit A, for office use by neighborhood police officers and building inspectors and all activities related thereto, subject to the following terms and conditions:

1. The term of the Lease shall be one (1) year and shall automatically continue for successive

one (1) year terms unless terminated by either party upon thirty (30) days written notice to the other party.

2. The Leased Premises shall be provided to City at no cost.
3. The City's use of the Leased Premises shall be limited to office use by neighborhood police officers and building inspectors and all activities related thereto (which may include City staff and neighborhood meetings), along with related parking use, and for no other purposes without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The City shall not use the Leased Premises for probation or parole activities without the Landlord's prior written approval.
4. The Landlord shall supply and be responsible for the costs of utility services to the Leased Premises, including, but not limited to, electricity, heat, water and sewer, but specifically excluding telephone and other communication services.
5. The City shall pay for the use and maintenance of all telephone and other communication services in the Leased Premises.
6. The City shall be responsible for insuring all personal property placed in the Leased Premises and shall maintain general liability insurance coverage in an amount not less than \$1,000,000 in the aggregate for its activities when those activities pertain to the performance of the Lease.
7. The Landlord agrees to maintain adequate liability insurance for its building and property throughout the term, and any extensions of the Lease. The Landlord agrees to maintain sufficient property insurance coverage to protect the Landlord. The Landlord waives any claim or claims against the City, its employees, officers, officials and agents for loss or damage to the building or the property (except for loss or damage arising from the sole negligence or intentional acts of the City, its employees, officers, officials, and agents), and will secure a waiver of subrogation clause in its property insurance policy to waive all rights against the City for loss or damage to the extent covered by such insurance.
8. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials and agents 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 including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, and agents. It is not the intent of the parties to impose liability beyond that imposed by State statutes. This provision shall survive the termination of the Lease.