

LEASE

(This document is a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This Lease is entered into this 6th day of April, 2021 (“Effective Date”), by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (“City”), and **The Salvation Army**, an Illinois corporation (the “Lessee”).

WITNESSETH:

NOW, THEREFORE, the City and the Lessee mutually agree as follows:

1. Property. 4502 Milwaukee St, Madison, WI 53715 (“Property”), legally described on Exhibit A attached hereto and incorporated by reference, which contains a building thereon (“Building”).
2. Leased Premises. The City hereby leases to the Lessee the premises (“Leased Premises”) described as follows: The Property and all improvements thereon, including the Building as described in Section 1 above.
3. Use. The Lessee will occupy and use the Leased Premises for operation of a shelter for women and families experiencing homelessness and other related services thereto, and for no other purposes whatsoever without the City’s prior written consent, which consent the City may withhold in its reasonable discretion. The City agrees this use is in accordance with CC-T zoning as described in Madison General Ordinance 28.095, including any conditional uses. The Leased Premises shall not be used for any illegal purpose.
4. Lessee Improvements. Lessee shall present its plans for improvements to the City for its written approval, such approval not to be unreasonably withheld, conditioned or delayed, before any construction work can commence and, with respect to any initial improvements to be performed by Lessee promptly after the Effective Date, prior to this Lease being executed.
 - a. Any subsequent changes by Lessee to the floor plan, beyond routine maintenance, or to fixtures and replacement items beyond routine replacement needs, during Base Lease Term or Option Periods as defined below, shall require written approval by the City, such approval not to be unreasonably withheld, conditioned or delayed.
 - b. At the end of the Base Lease Term or Option Periods as defined below, any fixed Lessee Improvements to the Leased Premises shall remain on site, except for security equipment, cameras, and data information systems, and all other furniture, fixtures and equipment in the Leased Premises, which Lessee may remove at the end of the Lease Term.

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5719164**

04/20/2021 10:03 AM

Trans Fee:

Exempt #:

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The above recording information verifies that this document has been electronically recorded and returned to the submitter.

Return to: City of Madison
Economic Development Division
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251/0710-032-0117-7

5. **Capital Improvements.** Any capital improvements desired by Lessee for its use of the Property will be at Lessee's sole expense. The City shall retain ownership of any permanent capital improvement to the Property funded in whole or in part by any source upon termination of this Lease, except as otherwise provided in paragraph 4(b).
6. **Base Lease Term.** This Lease shall be for an initial term of one (1) year (the "Base Lease Term"), subject to early termination pursuant to the terms of this Lease. This Lease shall commence on the Effective Date and expire on the date immediately preceding the first (1st) anniversary of the Effective Date. The term "Lease Year" shall mean a full one (1) year period. The first Lease Year shall begin on the Effective Date. Each succeeding Lease Year shall begin on the anniversary of the Effective Date.
7. **Base Rent.** The annual "Rent" shall be One and 00/100 Dollar (\$1.00), receipt of which is hereby acknowledged by the City.
8. **Option to Renew.** If, at the end of the Base Lease Term of this Lease, the Lessee is not in default under the terms and conditions of the Lease, then the Lessee shall have the right to extend the Base Lease Term for two (2) consecutive two (2) year terms (each, an "Option Period" and together the "Option Periods"), upon agreement of the parties as to the terms of the renewal. Together, the Base Lease Term, and, if exercised, the Option Periods will be defined as the "Lease Term".

If the Lessee desires to renew this Lease, the Lessee must give notice in writing to the City a minimum of three (3) months prior to the expiration of the Base Lease Term or Option Period, by providing Notice as specified in Paragraph 28. Following receipt of such notice, the City and Lessee shall negotiate any changes to this Lease applicable to such Option Period and, if the parties are unable to reach mutual agreement prior to expiration of the Base Lease Term or Option Period, as applicable, then either party may terminate this Lease on or after expiration of the Base Lease Term or Option Period, as applicable.

9. **Parking Area.** Lessee shall be permitted to use all parking stalls on the Property ("Lessee Parking Stalls") for its staff, guests and visitors. Lessee shall pay for the cost of any signage necessary to identify stalls for different groups. Lessee is responsible for policing the Lessee Parking Stalls.
10. **Construction.** Except for the initial construction undertaken in accordance with Paragraphs 4 and 5 above, construction, paving, modification, landscaping improvements or alterations to the Leased Premises exceeding \$10,000 in any calendar year in cost for services and materials, and any plans for any of the same, are subject to written approval of the City prior to any work taking place, such approval not to be unreasonably withheld, conditioned or delayed. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall remain for the benefit of the City, unless otherwise provided in such written approval. All normal periodic repairs, maintenance, and replacement in kind can be performed by the Lessee without written approval by the City. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction or maintenance activity.

In the event the Lessee hires a third party contractor to perform work in, on or adjacent to the Leased Premises for activities such as construction, remodeling, unit maintenance or repairs, and cleaning and/or custodial, the City shall review and approve the written contract or agreement before the Lessee executes the contract(s) or agreement(s), for the sole purpose of reviewing the scope of work, such approval not to be unreasonably withheld, conditioned or delayed. The contract shall be deemed approved unless City provides an objection or comments to the contract within 10 business days after the City's receipt of such contract. The City shall not be liable or have any duty for reviewing the contract or agreement between the Lessee and a contractor the Lessee hires, nor shall this Paragraph waive any rights under Paragraph 37 or any other rights or remedies available to the City for damages resulting from the Lessee's contract or agreement with a third party. The Lessee shall obtain a certificate of insurance from the operators naming the City as additional insured, if not already on file with the City, before executing any contracts or agreements. The certificate of insurance forms shall be approved by the City's Risk Manager, such approval not to be unreasonably withheld, conditioned or delayed, and kept active during the term of the operating contracts or agreements.

11. **Lessee's Responsibilities.** Lessee shall, at its own expense, keep and maintain the Leased Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Other responsibilities are detailed as:
 - a. The Lessee is responsible at its cost for the monitoring, inspection, testing, maintenance, routine repair and replacement of its Lessee Improvements, and the following items in the Leased Premises: interior walls and flooring; interior doors and windows, keys, exterior and interior door hardware including alarms; all telecommunications wiring, cabling, equipment and services, including but not limited to internet, telephone, video surveillance, and cable and/or satellite TV; interior electrical systems beyond panel boards including but not limited to light fixtures, exit lights, receptacles and switches, conduit and wiring, and emergency generator; Packaged Terminal Air Conditioners (PTAC) located in individual guest rooms and related controls, piping and wiring, excluding 2021 cooling season start-up of PTACs; kitchen and laundry equipment; fire alarm system monitoring; fire extinguishers; interior plumbing system including but not limited to above grade water and sewer piping, fixtures, water heaters and softeners, grease traps, cross-connection control devices, removal of sewer blockages from toilets, sinks, and sewer lateral to point of connection with public sewer main; exterior and interior signs; all necessary related work as a result of damage caused by Lessee; personal property taxes; interior and exterior window washing/cleaning; and pest control.
 - b. In the event Lessee or any of its customers, members, employees, agents, invitees, contractors or licensees, damage the Leased Premises or the Property, then Lessee shall be responsible for the repair or replacement of the damaged items/improvements.
 - c. The Lessee is responsible for the removal of all snow and ice on the Property, including all parking lots, drive aisles, sidewalks, entryways, delivery areas and other applicable locations at all times. Clearing of snow and ice on the driveway shall be in compliance with Salt Wise standards and protocols.
 - d. The Lessee is responsible for all pick up and removal of trash and recycling that is not provided for by municipal waste removal. This includes removal and cleaning of any

residual trash, recycling or liquids left on the ground after the removal of the Lessee's trash and recycling bins.

- e. The Lessee is responsible for weekly waste and recycling removal, or more frequently as needed, at its cost. Lessee shall either: (i) haul the trash off site at its cost or (ii) contract with a third party waste disposal company at its cost to have trash and recycling bins emptied on a regular basis. Dumpsters must be less than 1.5 cubic yards in size and 100% noncombustible, per City fire code requirements.
 - f. Lessee shall provide all necessary cleaning supplies and labor to maintain in a clean and sanitary condition the Property. Any custodial services, and any chemicals, trash liners, soap and paper used by the Lessee pursuant to its obligations under the provision, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of the Program. The failure to abide by the requirements of the Sustainable Green Cleaning Program shall be a default subject to Paragraph 22 of this Agreement.
 - g. No storage of materials and/or equipment is permitted outside the Leased Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.
 - h. Lessee shall submit, by January 1st of the following year, an Operations Plan that includes but is not limited to their Staffing model, drug and alcohol policies, and Lessee's "Good Neighbor" policies to the City's Community Development Grant Supervisor or their designee.
 - i. Prior to the start of each calendar year, representatives of Lessee and City will meet to discuss any special maintenance needs related to the Property. Lessee and City will endeavor to identify appropriate times to undertake such maintenance so as to not disrupt use of the Property by Lessee or others.
 - j. Lessee shall be responsible for all outdoor maintenance, including keeping the lawn mowed on a regular basis, maintaining landscaping, and any other related maintenance of the yards and landscape on the Property.
12. Operating Expenses. As of the Effective Date, subject to the City's obligations under Paragraph 13 of this Lease, the Lessee will be responsible for all operating costs related to the Leased Premises, including but not limited to: electricity; natural gas; liquid propane; water; landfill; trash collection service; sewer; storm water and urban forestry service; elevator fire alarm monitoring, inspection, and testing; telephone lines; internet and data charges; routine special assessments levied by the City or others; licenses; commercial liability; worker's compensation; employer's liability, umbrella and property insurance premiums, in accordance with Paragraphs 36 & 37 herein; interior and exterior window washing/cleaning; and exterior signs.
13. City's Responsibilities. The City shall, at its own expense, make any improvements to comply with applicable statutes and codes including the Wisconsin Administrative Code, Madison General Ordinances and the Americans with Disabilities Act as necessary to obtain a certificate of occupancy and deliver the Leased Premises for use as a mission house, as reviewed and

approved by City's Building Inspection on February 2, 2021. Building Code Plans are attached as Exhibit B and incorporated by reference. In addition, the City shall be responsible for the following:

- a. foundation; roof; underground water and sewer (excluding removal of blockages); elevator; fire alarm and suppression systems; below grade water, and sewer; electrical system limited to underground conduit and wiring, switchgear and panel boards, and exterior lighting; HVAC system excluding PTACs located in individual guest rooms and related controls, piping and wiring, other than 2021 cooling season start-up of PTACs; fire alarm system, monitoring; structural portions of the Leased Premises (except interior walls); except for repairs required thereto by reason of the acts or omission of Lessee, Lessee's employees, agents, invitees, licensees or contractors.
 - b. The Lessee shall give the City written notice of the necessity for repairs/replacements to the Leased Premises coming to the attention of Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.
 - c. Unless caused by the City's negligence, the City shall not be liable for any damage done or occasioned by or from plumbing, gas, water, seam or other pipes, or sewage or the bursting, leaking or running of any tank, water closet or waste pipe, in, above, upon or about the Leased Premises nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise.
14. **Right of Entry.** The City or its representatives reserve the right to enter and access the Leased Premises at any reasonable time, with 24-hour advance notice to the Lessee, for non-emergency purposes set forth below. The City agrees to follow reasonable rules and requirements of Lessee regarding safety and privacy, and the Lessee may have a representative present during any period of access by the City hereunder.
- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.
 - b. For the purpose of performing work related to any public improvement provided that the City or its representatives restore the Leased Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Lessee agrees to waive any loss of access and to hold the City harmless for any damages resulting from loss of parking or parking revenue which may occur during the period of installation of the public improvement.
15. **Signage.** All signage must be approved by the City in writing, and shall be in conformity with the provisions of Chapter 31, Sign Control Ordinance, Madison General Ordinances.
- a. Lessee may install signage approved by the City at the entrances to the Leased Premises from the Common Areas, such approval not to be unreasonably withheld, conditioned or delayed.
 - b. Lessee shall pay the cost to create, install and maintain any signage.
16. **Special Conditions.**

- a. No buildings or other structures shall be erected upon the Leased Premises.
 - b. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
 - c. The Lessee shall supervise, regulate and maintain the Leased Premises to permit parking only on parking stalls which have been completed and approved by the City. The Lessee shall prohibit and prevent parking by anyone on any unimproved area of the Leased Premises.
17. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold at its sole discretion.
18. Liens.
- a. The Lessee shall not suffer or permit any construction or mechanics' lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or mechanics' lien against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
 - b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, and if not promptly paid within thirty (30) days after written notice from the City, together with interest thereon at the rate of twelve percent (12%) per annum.

19. Taxes. The City is a tax exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute after the Effective Date require that the Property be subject to real estate taxes or assessments, the Lessee, subject to a 180 day notice period, shall be liable for all such real estate taxes and assessments related to the Property. If the City shall sell or otherwise transfer ownership of the Property, or any portion thereof, to any other person or entity and the Property, or any portion thereof, becomes subject to real estate taxes or assessments following such sale, the successor landlord shall be liable for all such real estate taxes and assessments related to the Property.

20. Subordination.

- a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Premises.
- b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide rights, privileges, easements and rights-of-way for all current or future public and private utilities across or along the Leased Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Leased Premises under the terms of this Lease.

21. Termination.

- a. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises under the following conditions:
 - (1) By giving the Lessee a minimum of sixty (60) days' written notice of termination, upon or after any one of the following events:
 - i. The filing by the Lessee of a voluntary petition in bankruptcy.
 - ii. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as bankrupt pursuant to such proceedings.
 - iii. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
 - iv. The appointment of a receiver of the Lessee's assets.
 - v. The divestiture of the Lessee's estate herein by other operation of law.
 - vi. The abandonment by the Lessee of the Leased Premises.
 - vii. The use of the Leased Premises for an illegal purpose.
 - viii. The failure of the Lessee to pay when due any rent or any other monetary sums due pursuant to the terms of this Lease.

- ix. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective, if within such sixty (60) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said sixty (60) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any prepaid rent shall be retained by the City.

- (2) In the event that the Lessee fails to maintain insurance as required by this Lease, the City may elect to: (a) immediately terminate this Lease and cause the removal of all personal property installed upon the Leased Premises at the sole expense of the Lessee; or (b) purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the City hereunder shall be repaid by the Lessee to the City upon demand, and if not repaid within thirty (30) days, together with interest thereon at the rate of twelve percent (12%) per annum. In the event of termination under this Subparagraph, any prepaid rent shall be retained by the City.
- (3) By giving the Lessee a minimum of sixty (60) days written notice of termination in the event the Lessee defaults in the performance of any term or condition of this Lease other than those as set forth in Subparagraphs 22.a.(1) and 22.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within sixty (60) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any prepaid rent shall be retained by the City.
- (4) By giving the Lessee a minimum of one hundred eighty (180) days written notice of termination in the event the Leased Premises, at the sole discretion of the City of Madison, are desired for any public use or purpose.
- (5) Upon a taking in accordance with the terms of Paragraph 34 of this Lease.

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth in this Subparagraph 21.a. shall not operate to bar or destroy any right of the City to terminate this Lease for any subsequent breach or default of any term or condition of this Lease.

- b. The Lessee shall have the right, at its sole option, to terminate this Lease by giving the City a minimum of one hundred eighty (180) days written notice of termination and by complying with Paragraph 23. In the event of termination under this Subparagraph, any rent that has been prepaid for the period following the date of termination shall be prorated on a per diem basis and refunded to the Lessee.
22. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
23. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property on the Leased Premises, the City shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee vacates or abandons the Leased Premises.
24. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, the Lessee shall be subject to the provisions of this Lease except that the Rent shall be paid at a market rate based on the highest and best use of the Property. The term shall be month to month, and not year to year.
25. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
26. Authorized Agent. The City's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
27. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City:

City of Madison
Economic Development Division
Office of Real Estate Services
Attn: Manager
P. O. Box 2983
Madison, WI 53701-2983
Email: lvest@cityofmadison.com &
ORES@cityofmadison.com

For the Lessee:

The Salvation Army

Attn: Tracy Habermehl,
Divisional Property Administrator
11315 W. Watertown Plank Rd.
Wauwatosa, WI 53226
Email: Tracy.Habermehl@usc.salvationarmy.org

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

28. **Non-Discrimination.** In the performance of its obligations under this Lease, the Lessee agrees not to discriminate against any employee, program applicant or customer 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, gender identity, political beliefs or student status. The Lessee further agrees 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, sexual orientation, gender identity or national origin.
29. **Accessibility.** The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee, except for the initial delivery requirements set forth in Paragraph 13.
30. **Weapons Prohibition.** Lessee shall install a sign on all entrances to the Leased Premises banning all weapons.
31. **Property Rules and Regulations.** Lessee, its vendors and contractors are to abide by all Property rules & regulations listed below (collectively, the "Rules and Regulations"):
 - a. Lessee shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Property.
 - b. Lessee shall not use or keep in the Leased Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office or retail equipment, or as art supplies/materials.
 - c. Lessee shall not use or permit to be used in the Leased Premises any foul or noxious gas or substance, do or permit anything to be done in the Leased Premises which materially obstructs, materially interferes, or materially injures the City.
 - d. Lessee shall not use any method of heating or air conditioning other than that supplied or approved by the City.
 - e. City reserves the right to prevent access to the Leased Premises in case of invasion, riot, earthquake, public health emergency or other emergency by closing the doors or by other appropriate action.
 - f. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used

for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein.

- g. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by City and that are consistent with the Lease or any governmental agency.
 - h. City shall enforce the Rules and Regulations in a non-discriminatory manner, but shall, in addition to any remedies provided herein, have the right to expel persons violating law or these Rules and Regulations. If City agrees to less burdensome or more favorable rules and regulations for the benefit of any other Lessee, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable Rules and Regulations.
 - i. These Rules and Regulations are in addition to the terms, covenants and conditions of the Lease for use of Leased Premises in the Property. In the event these Rules and Regulations conflict with any provision of the Lease, the Lease shall control.
 - j. Smoking, including the use of e-cigarettes, is prohibited throughout the interior of the Building. Violators will be ticketed and/or removed from the Property.
 - k. Alcoholic Beverages. The Lessee shall not sell or keep on the Property alcoholic beverages of any kind whatsoever, in accordance with Madison General Ordinances.
 - l. Sidewalks/Right of Way. Lessee shall not use the sidewalks to keep or sell merchandise.
 - m. The City reserves the right to make reasonable additions and modification to the Rules and Regulations, with cooperation with the Lessee.
32. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.
33. Damage and Destruction. In the event the Building is damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Building, the damage shall, except as hereinafter provided, promptly be repaired by the City, at the City's expense, but in no event shall the City be required to repair or replace the Lessee's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event the Building is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, the City may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the Lessee within ninety (90) days after the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, Tenant may elect to terminate the Lease upon giving notice of such election in writing to Landlord within thirty (30) days after the event causing the damage.

34. Leased Premises Acquired by Eminent Domain. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the City without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

In the event of a taking of any portion of the Leased Premises not resulting in a termination of this Lease, the City shall use so much of the proceeds of the City's award for the Leased Premises as is required therefor to restore the Leased Premises to a complete architectural unit, and this Lease shall continue in effect with respect to the balance of the Leased Premises, with a reduction of Base Rent in proportion to the portion of the Leased Premises taken.

35. Insurance. In addition to the requirements contained in Attachment 1, the Lessee will require its contractors to insure, as indicated, against the following risks to the extent stated below. The Lessee shall not allow any contractor to commence work on activities such as construction, remodeling, unit maintenance or repairs, and/or any cleaning/custodial, until the insurance required below, and pursuant to paragraph 10 above, has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager, such approval not to be unreasonably withheld, conditioned or delayed.
- a. Commercial General Liability. Lessee shall require all contractors under this Lease (if any) to procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Worker's Compensation. Lessee shall require all contractors under this Lease (if any) to procure and maintain Workers' Compensation insurance as required by the State of Wisconsin. The Lessee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit.
 - c. Property Insurance. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. The City shall not be liable for any damage to or loss of property of Lessee or others located on the Leased Premises and Lessee shall obtain a waiver of subrogation in favor of the City.
 - d. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
 - e. Proof of Insurance. The Lessee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Lease. Lessee shall provide the

certificate(s) to the City's representative upon execution of the Lease, or sooner, for approval by the City Risk Manager. The Lessee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- f. **Notice of Change in Policy.** The Lessee and/or Insurer shall give the City thirty (30) calendar days' advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Lease.
36. **Indemnification.** Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Lease. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Lease.
37. **Hazardous Substances; Indemnification.** The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance by the Lessee or Lessee's agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this Lease.
38. **Compliance.** The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

39. Brokerage Costs. The City is not responsible for any brokerage costs in connection with the Lease.
40. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.
41. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the date first set forth above.

THE SALVATION ARMY

By: Shelagh M. Stuart-Andrews
Shelagh M. Stuart-Andrews
Asst. Treasurer

* Name and Title

By: _____

* Name and Title

State of Illinois)
)ss.
County of Cook)

Personally came before me this 24th day of March, 2021,
Shelagh M. Stuart-Andrews, the Asst Treasurer of The Salvation Army, known to be the
person(s) who executed the above foregoing instrument, and acknowledged that he/she/they executed
the foregoing instrument on behalf of such corporation and by its authority.

[STAMP]



Janet F. Gunter
Notary Public, State of Illinois
Janet F. Gunter
Print or Type Name
My Commission: 11/16/2022

State of _____)
)ss.
County of _____)

Personally came before me this _____ day of _____, 20____,
_____, the _____ of The Salvation Army, known to be the
person(s) who executed the above foregoing instrument, and acknowledged that he/she/they executed
the foregoing instrument on behalf of such corporation and by its authority.

[STAMP]

Notary Public, State of _____

Print or Type Name
My Commission: _____

CITY OF MADISON

By: *Satya Rhodes-Conway*
Satya Rhodes-Conway, Mayor

By: *Maribeth Witzel-Behl*
Maribeth L. Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway and Maribeth Witzel-Behl, Mayor and Clerk respectively, of the City of Madison, are hereby authenticated this 6th day of April, 2021.

By: *Kevin Ramakrishna*
Kevin Ramakrishna
Member of the Wisconsin Bar

Approved	Date	Approved	Date
<u><i>David P. Schmiedicke</i></u>	<u>04-01-2021</u>	<u><i>Eric T. Veum</i></u>	<u>4/1/2021</u>
David Schmiedicke, Finance Director		Eric Veum, Risk Manager	

Approved as to Form
Michael Haas 4/5/2021
Michael Haas, City Attorney

Execution of this by the Lease by the City of Madison is authorized by Resolution No. RES-20-00815, File ID No. 63063 adopted by the Common Council of the City of Madison on December 1st, 2020.

Drafted by the City of Madison Office of Real Estate Services.

Project No. 12226

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Tax Parcel 251/0710-032-0117-7:

**CERTIFIED SURVEY MAP NO 7184 RECORDED IN DANE COUNTY REGISTER OF DEEDS
IN VOL 36 PAGE 238 OF CERTIFIED SURVEYS. LOT 1**

EXHIBIT B
BUILDING CODE PLANS

[ATTACHED]

- 24785749.7

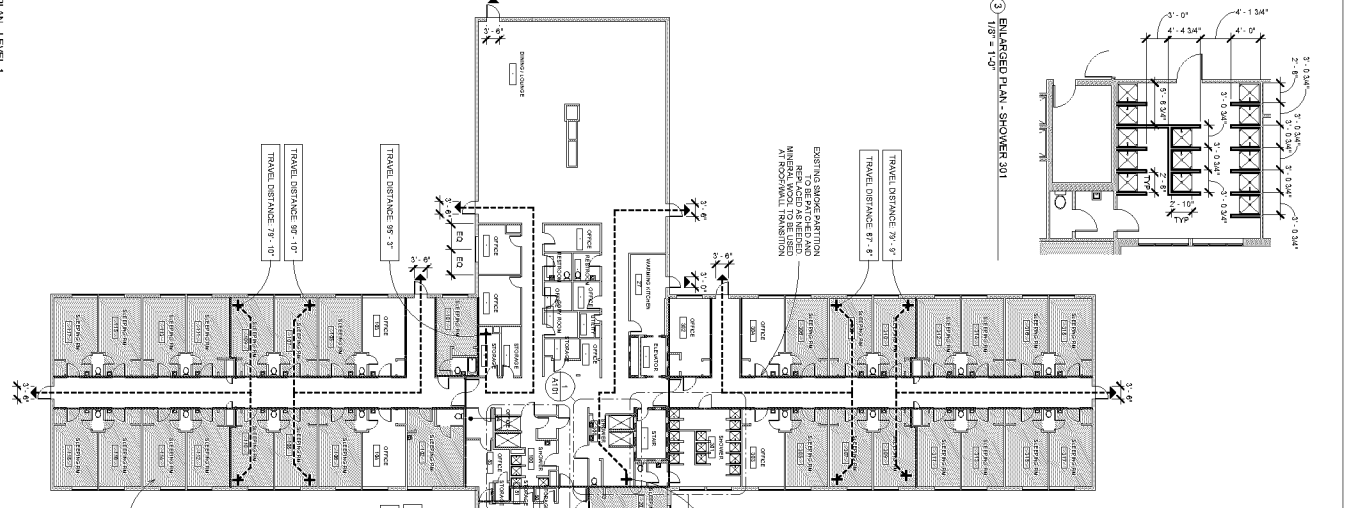
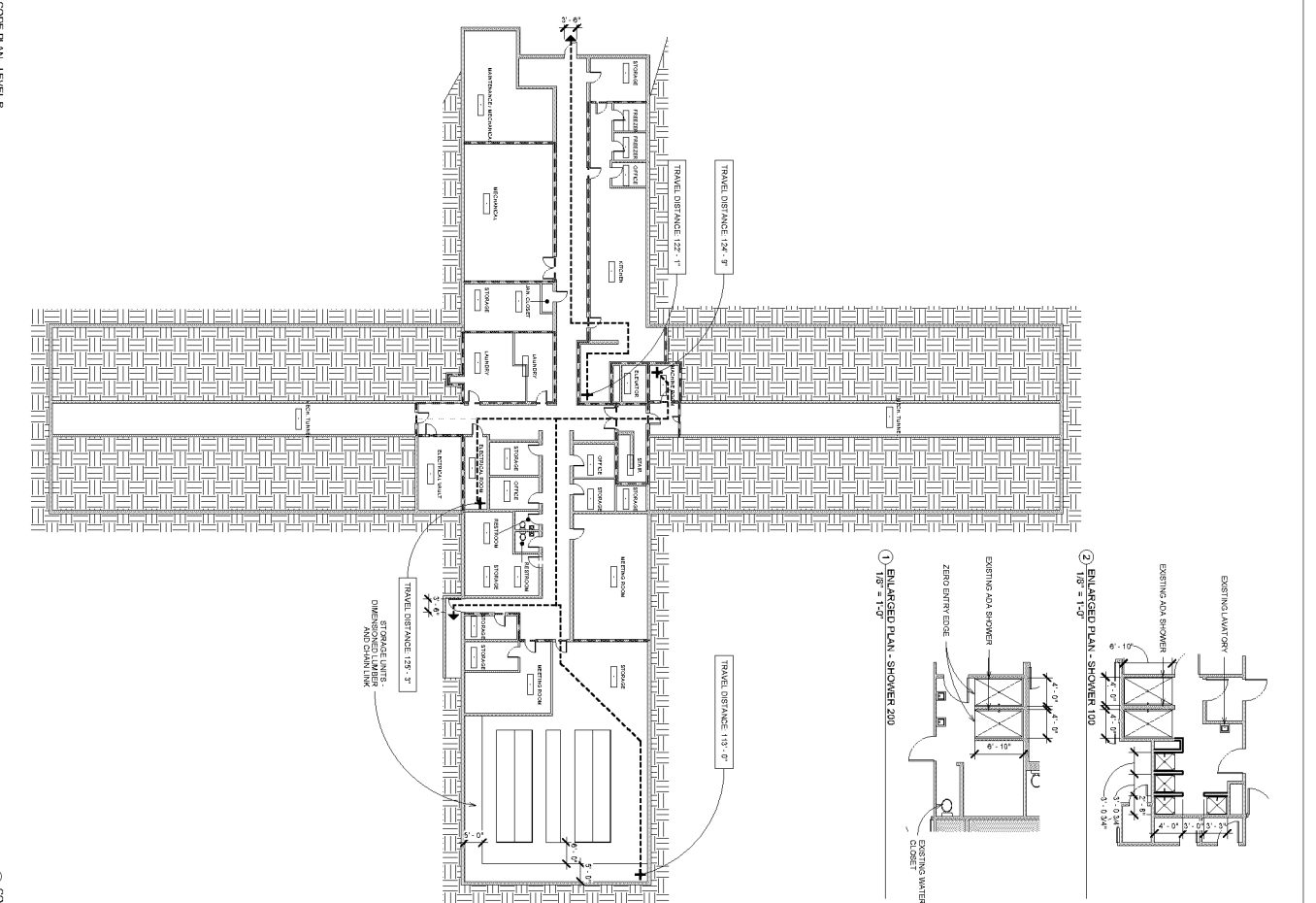
FURNISH FUTURE REQUIREMENTS		WC	LAV	SHOWER
OCCUPANT LOAD FACTOR	OCCUPANTS	REQ	PROVIDED	REQ
PROPOSED	143	19	32	18
PROVIDED	143	19	32	18

PROPOSED OCCUPANT LOAD		REQ <th>PROVIDED <th>REQ <th>PROVIDED </th></th></th>	PROVIDED <th>REQ <th>PROVIDED </th></th>	REQ <th>PROVIDED </th>	PROVIDED
PROPOSED OCCUPANT LOAD	143	19	32	18	21
PROVIDED OCCUPANT LOAD	143	19	32	18	22

1. Standard Occupancy: 150
2. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
3. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
4. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
5. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
6. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
7. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
8. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
9. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.
10. This student has a total of 42 sleeping rooms with an approximate area of 296 SF.

- BUILDING CODE SYMBOL KEY**
- EMERGENCY TRAVEL PATH
 - DEAD END CORRIDOR PATH
 - SHOULDER PARTITION
 - EXISTING FIRE RATED WALL
 - DESIGNATED DOOR
 - RELOCATE LOCATION
 - FIRE EXTINGUISHER
 - EXISTING WALL AND FIE
 - NEW WALL AND FIE

- GENERAL INFORMATION**
- Family Shelter**
 402 Milwaukee St
 Madison, WI 53714
1. Applicant References: 18C.2015
 2. Building Code of Entry with Barriers: Fully Standard
 3. Ch. 3.1.4(a) and Occupancy Classification: R-2
 4. Ch. 4. Special Requirements in Occupancy: 9 Ch. 10. Means of Egress: 10.0.1.1.1. See PROPOSED OCCUPANT LOAD table for total occupancy load of structure.



8 SITE PLAN
 T = 100'-0"

MILWAUKEE STREET
 MILO LANE

SHADED AREA INDICATES SLEEPING ROOM

APPLICANT	ARCHITECT
BRUNA COPPER	BRUNA COPPER
REG #	A-11133
ADDRESS	270 Madison Avenue, 4th Floor Madison, WI 53703

City of Madison
 Planning Department
 250 State Street, 3rd Floor
 Madison, WI 53703
 Phone: 608.265.8000
 Fax: 608.265.8001

ATTACHMENT 1
Lessee Insurance Requirements

Insurance - Lessee. The Lessee will insure against the following risks to the extent stated below. The Lessee shall not commence work under this Lease until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability. During the life of this Lease, the Lessee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount and shall extend coverage to Lessee's volunteers. Lessee's coverage shall be primary and noncontributory, and list the City of Madison as additional insured. Lessee shall require all subcontractors under this Lease (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison as additional insured.

Automobile Liability. During the life of this Lease, the Lessee shall procure and maintain Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Lessee shall require all subcontractors under this Lease (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation. During the life of this Lease, the Lessee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Lessee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Lessee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.

Umbrella Liability. During the life of this Lease, the Lessee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

Property Insurance. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. The City shall not be liable for any damage to or loss of property of Lessee or others located on the Leased Premises and Lessee shall obtain a waiver of subrogation in favor of the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Lessee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Lease. Lessee shall provide the certificate(s) to the City's representative upon execution of the Lease, or sooner, for approval by the City Risk Manager. The Lessee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

Notice of Change in Policy. The Lessee and/or Insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Lease.

Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison
Attention: Risk Manager, Room 406
210 Martin Luther King Jr. Blvd.
Madison, WI 53703