



Legislation Details (With Text)

File #: 23095 **Version:** 1 **Name:** 9693 Lease 2109 S. Stoughton Rd.
Type: Resolution **Status:** Passed
File created: 7/1/2011 **In control:** BOARD OF ESTIMATES (ended 4/2017)
On agenda: 7/19/2011 **Final action:** 7/19/2011
Enactment date: 7/28/2011 **Enactment #:** RES-11-00643

Title: Authorizing the execution of a lease at 2109 South Stoughton Road for the temporary relocation of the City of Madison’s Central Public Library accessible storage facility for books and collections materials.

Sponsors: Michael E. Verveer

Indexes:

Code sections:

Attachments: 1. 9693 Exhibit Lease 2109 S Stoughton v3.pdf

Date	Ver.	Action By	Action	Result
7/19/2011	1	COMMON COUNCIL	Adopt	Pass
7/11/2011	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
7/7/2011	1	MADISON PUBLIC LIBRARY BOARD	Return to Lead with the Recommendation for Approval	Pass
7/5/2011	1	BOARD OF ESTIMATES (ended 4/2017)	Refer	
7/5/2011	1	COMMON COUNCIL	Referred	
7/1/2011	1	Economic Development Division	Referred for Introduction	

Fiscal Note

This lease requires the City to pay a monthly rent of \$5,500. The initial term is 20 months beginning Oct. 1, 2011, with an option to extend for up to 4 months. The Library’s 2011 Adopted Operating Budget includes sufficient funding for the 2011 portion of this lease. The 2012 and 2013 Library Operating Budgets will need to include funding for the remaining term of the lease.

Title

Authorizing the execution of a lease at 2109 South Stoughton Road for the temporary relocation of the City of Madison’s Central Public Library accessible storage facility for books and collections materials.

Body

The renovations to the Central Public Library require the temporary relocation of Central Library accessible storage facilities for books and collections materials. Space within a building (the “Building”) owned by the Wisconsin Department of Public Instruction, located at 2109 South Stoughton Road, has been identified by the Public Library as suitable for the temporary relocation of these facilities during the rehabilitation of the Central Public Library. Terms and conditions for the lease of this space have been approved by the Public Library and the Office of Real Estate Services.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the execution of a lease (the “Lease”) with the State of Wisconsin Department of Public Instruction (“DPI”) for space within a building located at 2109 South Stoughton Road (the “Building”), as shown on the attached Exhibit A, subject to the following terms and conditions:

Initial Lease Term and Extension:

Initial twenty (20) month lease term (the "Initial Lease Term") commencing on October 1, 2011 (the "Lease Commencement Date") and ending on May 31, 2013, unless extended by the City as set forth below. At the end of the Initial Lease Term, provided the City is not in default under the terms and conditions of the Lease, the City may extend the term of the Lease for up to four (4) additional months by providing written notice to DPI at least ninety (90) days prior to expiration of the Initial Lease Term. If the City provides such notice, the Lease shall be extended upon the same terms and conditions as during the Initial Lease Term with the monthly gross rent payment being an amount equal to \$5,500.

Leased Premises:

The "Leased Premises" shall consist of approximately 11,000 square feet of accessible book storage and office space (which includes the use of three (3) 8' by 12' office cubicles). The City shall also use in common with DPI the shipping area, loading docks, conference rooms, kitchen/break room and bathrooms located within the Building.

Use of Premises:

The Leased Premises shall be used for the temporary relocation of the City's Central Public Library accessible storage facility for books and collection materials.

Annual Gross Rent:

The "Annual Gross Rent" shall be \$66,000 (\$5,500 per month).

Rent Commencement:

City's obligation to pay rent shall commence on the Lease Commencement Date.

City Expenses:

City shall be responsible only for the costs and expenses associated with telephone and data/computer installations, internet fees, and services within the Leased Premises.

Insurance:

The State of Wisconsin Self-Funded Liability and Property Programs protect City. Wisconsin Statutes provide funds to pay property and liability claims.

City shall maintain, at its sole cost, throughout the Initial Lease Term and any extension thereof personal property insurance in an amount to cover any and all loss or damage to the City's personal property located within the Leased Premises.

Parking:

DPI agrees to provide three (3) non-assigned parking stalls in the Building's parking lot at no additional cost or expense to the City.

Hours of Operation:

City's hours of operation in the Leased Premises shall be Monday through Saturday, 8 am to 9 pm.

Indemnification:

Wis. Stats. § 895.46 provides that the State of Wisconsin will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against DPI (State of Wisconsin), its officers or employees and damage to property for which the DPI may be responsible.

Maintenance and Repairs:

City shall keep and maintain the interior of the Leased Premises in good order and condition. City shall be

responsible for the maintenance and repair of any personal property installed within the Leased Premises. DPI shall keep the foundations, roof, sewer system, concrete floors, elevators, structural portions of the walls, plate glass windows and all other structural members, both interior and exterior, of the Building, in good order, condition and repair, and shall make any repairs/replacements. The term "repair" shall include replacements when necessary and all such repairs shall be equal in quality and class to the original work. Notwithstanding the foregoing, City shall be responsible for the cost and expenses of repairs/replacements required by reason of acts or omissions of City, its employees, or its agents.

Use of Personal Property:

City shall be permitted to use the shelving, fixtures and furniture located within the Leased Premises, as further identified by the parties prior to Lease execution, during the Initial Lease Term of the Lease and any extension thereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Lease and any additional documents that may be required to complete this transaction.