



Legislation Text

File #: 18255, Version: 2

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

SUBSTITUTE Authorizing the Mayor and City Clerk Chief of Police 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 Chief of Police is 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.

BE IT FURTHER RESOLVED, that the Chief of Police is authorized to sign such Lease on behalf of The City, provided that the form of Lease is approved by The City Attorney, Risk Manager, and Office of Real Estate Services.