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January 31, 2022

RECEIVED
JAN 31 2022
BY

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248 W Main St
Stoughton, WI 53589

Jamin Friedl, CPA
Director of Finance/Comptroller
City of Stoughton, WI, USA

Dear Jamin,

Happy New Year, and I hope all is well with you these days!

I'm writing with a small request. After 31 years of our long-standing positive and successful relationship with the City, and due to the challenges and difficulty we are currently having at this time finding a comparable, affordable, and suitable location to maintain our Main Street business presence of over thirty years, that we, even through potential building renovation or construction, would be allowed to operate for a small period of time beyond the current end date. (or, until the Senior Center is fully-funded through necessary fundraising and donations to secure their move into to the annex after annex construction renovation is completed.) We are requesting that we be able to stay through June, 2023- which would give us 6 extra months beyond the end-date you gave us of December 31 in order for us to secure a good and permanent business location in Stoughton on Main Street. This would allow our business a way to continue, succeed and thrive. It would also help us not to be forced to move right in the middle of the Christmas and New-Year's Holiday season and in the middle of the winter.

As the longest standing tenant in the history of this building, (31 years) we wanted to point out that since we are the farthest suite away from Senior Center activities and that we are "out of the way" at the very opposite end of the annex, we feel our business will be minimally disruptive to any renovation or parking needs that the Senior Center has going on, if and when they finally move and expand into the annex. We are also willing to give up both parking spaces in the parking ramp downstairs below as well in order to continue at our location a little bit longer to help with the transition.

We are willing to pledge our commitment to operate in our space as long as we are allowed, providing continued rental revenue for the City, should the timeline for Senior Center funding, construction, renovation, or takeover be delayed. When that time happens, we simply request reasonable advance notice prior to our eviction so we could accommodate a move without too much disruption to our business.

Thanks again for all of your consideration. Leslie and I really appreciate all of the good communication you've provided us through this process. Have a great week!

Bryan R. Smith, Financial Consultant, 248 W. Main Street, Stoughton, WI 53589

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Tim Swadley

From: Jamin Friedl
Sent: Monday, August 16, 2021 1:19 PM
To: smithcrew87@yahoo.com
Cc: Tim Swadley
Subject: RE: Second Annex Lease Extension Agreement
Attachments: 3QT7400-Second Lease Extension - Bryan Smith DBA Thrivent Financial.pdf

Brian,

I will also be putting this in the mail for you to sign, but I figured I would try one more time via email.

Jamin

From: Jamin Friedl
Sent: Friday, July 30, 2021 9:03 AM
To: 'smithcrew87@yahoo.com' <smithcrew87@yahoo.com>
Subject: RE: Second Annex Lease Extension Agreement

Hi Brian,

Just wondering if you have any questions on this.

Thanks!

From: Jamin Friedl
Sent: Thursday, July 15, 2021 7:49 AM
To: 'smithcrew87@yahoo.com' <smithcrew87@yahoo.com>
Subject: Second Annex Lease Extension Agreement

Good morning Brian,

I have attached the second lease extension pursuant to the Council's February 9, 2021 decision. This follows the same format as the original extension and simply extends the terms of your existing agreement to December 31, 2022.

We will continue to monitor the progress of the Annex renovation fundraising efforts and if additional extensions can be accommodated we will let you know as soon as possible.

If you have any questions please don't hesitate to contact me. Otherwise please send me a final signed copy of this extension (electronic or hardcopy) at your earliest convenience.

Thank you,

Jamin Friedl, CPA
Director of Finance/Comptroller
City of Stoughton
P: 608 873 6691

CITY OF STOUGHTON, 207 S FORREST STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the proper City official(s) to terminate all existing Senior Center Lease agreements effective September 30, 2021 and enter into revised agreements for all units for the period from October 1, 2021 through December 31, 2022.

Committee Action: Finance Committee Approved 5 - 0

Fiscal Impact: Lost rental revenue

File Number:	R-15 -2021	**Date Introduced:**	February 9, 2021

WHEREAS, the City of Stoughton is currently the lessor to five (5) existing leases for individual units located in the Senior Center Annex; and

WHEREAS, on October 27, 2020, the Common Council of the City Stoughton agreed to terminate all existing lease agreements on their next renewal date and extend them through September 30, 2021 to allow time for a final decision regarding the Annex property to be made; and

WHEREAS, the Finance Committee has determined the information presented by the Senior Center supports its request for additional space; and

WHEREAS, the Finance Committee recommends turning the Annex over to the Senior Center effective January 1, 2023 and to terminate all existing Annex lease at that point in time.

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper City official(s) are authorized to terminate all existing Senior Center Lease agreements effective September 30, 2021 and enter into revised agreements for all units for the period from October 1, 2021 through December 31, 2022.

BE IT FURTHER RESOLVED by the Common Council of the City of Stoughton that the Annex property shall be used for Senior Center activities effective January 1, 2023.

Council Action: ☑ **Adopted** ☐ **Failed** **Vote** 8-2 Boersma and Majewski voted no

Mayoral Action: ☑ **Accept** ☐ **Veto**

Tim Swadley 2-9-21

Mayor Tim Swadley Date

Council Action: _____ ☐ **Override** **Vote** _____

SECOND EXTENSION OF
REAL ESTATE LEASE

THIS SECOND EXTENSION OF REAL ESTATE LEASE is made this 15th day of July, 2021, by and between CITY OF STOUGHTON ("Landlord") and BRYAN SMITH DBA THRIVENT FINANCIAL ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Real Estate Lease effective January 1, 2005 (the "Lease"), pursuant to the terms of which the Tenant has leased certain real estate and improvements known as Unit 1 of the senior center complex located at 248 W. Main Street, Stoughton, Wisconsin ("Premises");

WHEREAS, on October 29, 2020, Landlord and Tenant executed an Extension of Real Estate Lease (the "Extension") extending the term of the Lease ("Lease Term") for an additional nine (9) months, from January 1, 2021 through September 30, 2021;

WHEREAS, Landlord and Tenant wish to further extend the Lease Term as provided herein and on the terms and conditions stated in the Lease.

NOW, THEREFORE, the Landlord and Tenant agree as follows:

The Lease Term shall be extended for an additional fifteen (15) month term from October 1, 2021 at 12:01 a.m. through 12:00 midnight on December 31, 2022 (the "Extended Term"), unless earlier terminated as provided in the Lease, on the same terms and conditions as the initial term of the Lease.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

TENANT

BRYAN SMITH DBA THRIVENT FINANCIAL

By:_____
Brian Smith

LANDLORD

CITY OF STOUGHTON

By:_____
Jamin Friedl, CPA
Director of Finance/Comptroller

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of January 1, 2005 (Date), by and between CITY OF STOUGHTON ("Landlord"), and BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD INSURANCE~~ ("Tenant"). The parties agree as follows: THRIVENT FINANCIAL FOR LUTHERANS

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant UNIT #1,senior center complex. Commercial space of approximately 662 square feet. (the "Premises") located at 248 W.MAIN STREET, STOUGHTON, WI 53589.

TERM. The lease term shall commence on January 1, 2005 and shall terminate on December 31, 2006.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of one year per renewal term on the same terms as this Lease, unless either party gives written notice of the termination no later than sixty days prior to the end of the term or renewal term.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of $525.00, payable in advance, on the first day of each month. Such payments shall be made to the Landlord at 381 E. MAIN, STOUGHTON, WI 53589, as may be changed from time to time by Landlord.

LATE PAYMENTS. Tenant shall also pay a late charge equal to $16.00 for each payment that is not paid within ten days after the due date for such late payment.

NON-SUFFICIENT FUNDS. Lessee shall be charged $10.00 for each check that is returned to Lessor for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only For the operation of an Insurance Agency. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- janitorial services
- telephone service

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer
- gas
- heating
- garbage and trash disposal

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance with personal injury limits of at least $500,000.00 for injury to one person, and $1,000,000.00 for any one accident, and a limit of at least $500,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes - Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes - Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ten day(s) (or any other obligation within fifteen day(s)) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the state of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

CITY OF STOUGHTON, C/O JOHN D. NEAL
381 E. MAIN
STOUGHTON, WI 53589

TENANT: THRIVENT FINANCIAL FOR LUTHERANS

BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD~~ INSURANCE
248 W.MAIN
STOUGHTON, WI 53589

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL PROVISIONS: TENNANTS' CUSTOMERS MAY PARK IN THE AREA BEHIND UNIT #1. TWO UNDERGROUND PARKING SPACES ARE PROVIDED FOR TENNANTS PERSONAL USE DURING BUSINESS HOURS.

LANDLORD:

CITY OF STOUGHTON

By: _____
JOHN D. NEAL
DIRECTOR OF FINANCE

TENANT:

BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD INSURANCE~~ Thrivent Financial

By: _____
BRYAN SMITH DBA ~~LUTHERAN BROTHERHOOD INSURANCE~~ Bryan R. Smith, FIC.
OWNER
Thrivent Financial