Dear Members of the City Council,

The Stoughton Area Senior Center is outgrowing its current building. The Center's staff continuously strives to be responsive to community needs, serving adults ages 55-105. The programs and classes the Center offers are educational, social, entertaining, engaging, and support the health and wellness of individuals. As the population in this age group grows significantly, so does the need for more and bigger spaces. The 2020 annual survey indicated a variety of needs:

- There are not enough spaces for larger groups to meet within hours of operation, which drives many of them meet in other community locations (contingent on those other organizations/locations not needing the space).

- More groups would like to meet, often in the same time slot, but cannot due lack of rooms. This results in a kind of competition for spaces, especially larger spaces. In addition, classes that need some quiet cannot be next door to noisier groups: meditation or yoga next to woodworking, dance, or music.

- Many suggestions were made for new classes or events that cannot be accommodated in the current location such as country western singers, dance, art classes, specific hobby groups such as sewing or photography, and more wellness activities and informational presentations.

- Parking is an issue as those who rent the nearby business spaces use the parking lot, as well as those who live in nearby homes.

The Center is a multi-use community space providing a number of services to meet diverse needs and interests for the Stoughton area senior population. These including case management, support groups, equipment loans, meals, transportation assistance, as well as a variety of programs and classes to enhance one's quality of life, the ability to socialize and stay active, and live independently. However, the rooms currently available for activities are too few, and often too small, for the many who would like to meet. Support groups often have 10 or more participants and use movement as well as discussion. The balance class not only teaches those who have difficulty with mobility, but as participants gain control and strength, simple dance and movement can enhance their ability to prevent falls, be independent, and out of a wheelchair.

The City of Stoughton and the Center have three options that may be considered in addressing the needs of the center: (1) build a new center — this would be the most expensive option. (2) buy and renovate an existing building — this, too, would be costly as there are few places available. (3) renovate the nearby string of businesses, sometimes referred to as the “annex”. This proposal supports the third option. The City of Stoughton already owns this building, and while it brings in some income — approximately $28,000 per year — it would be a less expensive option than the other two. The Commission on Aging supports this option, and is willing to work with the Center staff to raise funds needed to renovate the buildings, creating two large 65' x 35'

rooms. No additional staff members would be needed at this time, although the City would see an increase in utility and maintenance costs.

The Center would use the annex for larger groups, events, and programs such as yoga, meditation & mindfulness, tai chi, qi gong, balance & mobility, strength & stretch, dance, music instruction and performance (ukulele/Yahara Strummers), Wii bowling, and large group discussions, classes and presentations.

Please see the attached sample schedule. During the hours that the Center is open, we request that only participants park in the parking lot.

Extending the Stoughton Area Senior Center into the annex would meet the current needs of Stoughton's senior population, as well as for some years to come. It is the least expensive option and the Commission on Aging will assist in raising funds to renovate it so that it is useful and welcoming for all.

CITY OF STOUGHTON
FINANCE DEPARTMENT
207 S Forrest, Stoughton, WI 53589

(608) 873-6677 www.ci.stoughton.wi.us

Date: October 8, 2020

To: Finance Committee

From: Jamin Friedl

Subject: Senior Center Annex

At the October 8th Committee of the Whole budget workshop meeting the Finance Department was directed to analyze the financial impact of vacating the existing lease agreements at the Senior Center Annex.

The analysis below assumes the City does not renew any of the existing leases following their current terms.

| | Lease 1 | Lease 2 | Lease 3 | Leases 4/5 |
|---|---|---|---|---|
| **Renewal** | **1/1** | **6/1** | **2/1** | **10/1** |
| **January** | $ - | $ 600 | $ 600 | $ 750 |
| **February** | $ - | $ 600 | $ - | $ 750 |
| **March** | $ - | $ 600 | $ - | $ 750 |
| **April** | $ - | $ 600 | $ - | $ 750 |
| **May** | $ - | $ 600 | $ - | $ 750 |
| **June** | $ - | $ - | $ - | $ 750 |
| **July** | $ - | $ - | $ - | $ 750 |
| **August** | $ - | $ - | $ - | $ 750 |
| **September** | $ - | $ - | $ - | $ 750 |
| **October** | $ - | $ - | $ - | $ - |
| **November** | $ - | $ - | $ - | $ - |
| **December** | $ - | $ - | $ - | $ - |
| **2021 Forecasted Revenue** | $ - | $ 3,000 | $ 600 | $ 6,750 |

Assuming all lessors remain in place for the remainder of their current terms, the total forecasted revenues for 2021 are $10,350 versus $29,700 at full capacity. The impact on the General Fund is on the following page.

| | With Annex Rent | Without Annex Rent |
|---|---|---|
| Total Rental Revenues to Fund 411 | $ 195,459 | $ 165,759 |
| Fund 411 Transfer to General Fund | $ 45,000 | $ 30,000 |
| General Fund Preliminary Net Income | $ 11,059 | $ (4,059) |

Please note that the financial impact on the General Fund could be larger if the existing lessors vacate their leases earlier than the final month of the current term.

If the City wishes to eliminate the existing leases at the Senior Center Annex beginning in 2021, the first notification is due on 11/1/20.

| Leasee | Address | Purpose | 2019 Annual Amount | Sqare Footage | Rent Per Square Foot | Term Begin | Term End Date |
|---|---|---|---|---|---|---|---|
| Thrivent Financial for Lutherans | 248 W Main, Unit 1 | Senior Center Lease | $ 6,300.00 | 662 | $ 9.52 | 1/1/2005 | Annual Automatic Renew |
| Karla Zentmire (Stoughton Hairstyling) | 248 W Main, Unit 2 | Senior Center Lease | $ 7,200.00 | 750 | $ 9.60 | 6/1/2010 | Annual Automatic Renew |
| Community Living Connections, Inc | 248 W Main, Unit 3 | Senior Center Lease | $ 7,200.00 | 750 | $ 9.60 | 2/1/2018 | Annual Automatic Renew |
| Lisa Resch | 248 W Main | Senior Center Lease | $ 4,500.00 | 469 | $ 9.60 | 10/1/2016 | Annual Automatic Renew |
| Jennifer Britain | 248 W Main | Senior Center Lease | $ 4,500.00 | 469 | $ 9.60 | 10/1/2016 | Annual Automatic Renew |

**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~~ Thrivent Financial
OWNER

# Real Estate Lease

RECEIVED
OF STOUGHTON

This Lease Agreement (this "Lease") is made effective as of 06/01/10, by and between City of Stoughton ("Landlord"), and Karla Zentmire("Tenant"). The parties agree as follows:

**PREMISES**. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Unit #2, Senior Center complex. Commercial space of approximately 750 square feet, (The "Premises") located at 248 W. MAIN STREET, STOUGHTON, WI 53589.

**TERM.** The lease term shall commence on 06/01/10 and shall terminate on 05/31/11.

**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 $600.00, 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 $35.00 for each payment that is not paid within ten days after the due date for such late payment.

**NON-SUFFICENT FUNDS**. Lessee shall be charged $25.00 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 a Beauty Salon. 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 City Finance Director, which shall not be unreasonably withheld. All improvements are required to be installed to current building codes. All required permits and plan submittals are the responsibility of the Tenant. 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.

# Real Estate 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
- Data and Cable services
- Special recycling or disposal services

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 & Sewer
- Gas
- Heating
- Standard Garbage & 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 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 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.

# Real Estate Lease

**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 the 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 five 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 Laurie Sullivan
381 E Main St
Stoughton WI 53589

Tenant:
Karla Zentmire
248 W Main St
Stoughton WI 53589

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

# Real Estate Lease

**ENTIRE AGREEEMENT/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**. One underground parking space is provided for Tenants personal use during business hours. All other parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. Landlord provides one common sign location upon which tenant may place a one by three foot decal advertising their business. Appropriate lettering or logo is allowed on the front glass door. No other signage is allowed.

Landlord:

City of Stoughton

Laurie Sullivan
Director of Finance & Economic Development

Tenant:

6-27-10

Karla Zentmire

# Real Estate Lease

This Lease Agreement (this "Lease") is made effective as of February 1, 2018 by and between City of Stoughton ("Landlord"), and Community Living Connections, Inc. ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Unit 3, Senior Center complex. Commercial space of approximately 750 square feet, (The "Premises") located at 248 W. Main Street, Stoughton, WI, 53589.

**TERM.** The lease term shall commence on February 1, 2018 and shall terminate on January 31, 2019.

**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 (60) days prior to the end of the term or renewal term.

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of $600.00 per month, payable in advance on the first day of each month. Such payments shall be made to the Landlord at 381 E. Main Street, Stoughton, WI 53589, as may be changed from time to time by Landlord.

**DEPOSIT.** The Deposit is equal to Half of the Lease payment. The Deposit is due at Lease signing.

**LATE PAYMENTS.** Tenant shall also pay a late charge equal to $50.00 for each payment that is not paid within ten (10) days after the due date for such late payment.

**NON-SUFFICIENT FUNDS.** Lessee shall be charged $35.00 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 Community Living Connections. The Premises may be used for any other purpose only with the prior written consent of the 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 City Finance Director, which shall not be unreasonably

withheld. All improvements are required to be installed to current building codes. All required permits and plan submittals are the responsibility of the Tenant. 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 (office)
- Telephone Service
- Data and Cable services
- Special recycling or disposal services

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 directly to the Utility company furnishing the service.

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

- Water & Sewer
- Gas
- Heating
- Janitorial Services (building exterior)
- Standard Garbage & 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 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 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 the 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 five (5) day(s) (or any other obligation within fifteen (15) 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.

# Real Estate Lease

**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 Tammy LaBorde
381 E Main Street
Stoughton, WI 53589

Tenant:
Community Living Connections, Inc
Attn: Shelley DeNure
6515 Watts Rd, Suite 100
Madison, WI 53719

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.** One underground parking space is provided for Tenants personal use during business hours. All other parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. Landlord provides one common sign location upon which tenant may place a one by three (1 x 3) foot decal advertising their business. Appropriate lettering or logo is allowed on the front glass door. No other signage is allowed.

Landlord:
City of Stoughton

Tammy LaBorde Date: 12/28/17
Tammy LaBorde-Director of Finance & Economic Development

Tenant:
Community Living Connections, Inc.

Date: 12/28/17
Shelley DeNure, Director of Operations

# Real Estate Lease

The Lease Agreement (this "Lease" ) is made effective as of 10-1-16, by and between City of Stoughton ("Landlord"), and Jennifer Bast ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Unit 4, Senior Center complex. Commercial space of approximately 750 square feet, (The "Premises") located at 248 W. MAIN STREET, STOUGHTON, WI 53589.

**TERM.** The lease term shall commence on 10/1/16 and shall terminate on 10/1/17.

**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 give 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 $750.00, 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.

**DEPOSIT.** Half of Lease payment. Due at Lease signing.

**LATE PAYMENTS.** Tenant shall also pay a late charge equal to $50.00 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 $35.00 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 Wellness Therapy. 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 City Finance Director, which shall not be unreasonably withheld. All improvements are required to be installed to current building codes. All required permits and plan submittals are the responsibility of the Tenant. 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, mortgages, tenants or workmen. As provided by law, in the case of emergency, Landlord may enter the Premises without Tenant's consent.

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

- Electricity
- Janitorial services
- Telephone service
- Data and Cable services
- Special recycling or disposal services

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 directly to the Utility company furnishing the service.

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

- Water & Sewer
- Gas
- Heating
- Standard Garbage &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 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 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.

## Real Estate Lease Con't

**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 the 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 obligations with five 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 constued 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 with 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 Laurie Sullivan

381 E. Main Street

Stoughton, WI 53589

**Tenant:**

Lisa Resch

Jennifer Buttain

_____

_____

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

## Real Estate Lease Con't

**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 provisions 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.** One underground parking space is provided for Tenants personal use during business hours. All other parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. Landlord provides one common sign location upon which tenant may place a one by three foot decal advertising their business. Appropriate lettering or logo is allowed on the front glass door. No other signage is allowed.

Landlord:

City of Stoughton

Laurie Sullivan Date: 8/24/16

Laurie Sullivan

Director of Finance & Economic Development

Tenant:

Date: 8/24/16

8/24/16

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

# RESOLUTION OF THE COMMON COUNCIL

To authorize the proper City official(s) to amend all existing Senior Center Annex lease agreements to have the same termination/renewal date (September 30th)

Committee Action: Finance meets on October 27, 2020

Fiscal Impact: None

| **File Number:** | R - -2020 | **Date Introduced:** | October 27, 2020 |
|---|---|---|---|

**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**, the existing lease agreements have varying termination/renewal dates; and

**WHEREAS**, in an effort to eliminate the administrative work associated with tracking each termination/renewal date separately, City staff is requesting permission to amend all existing Senior Center Annex lease agreements to have the same termination/renewal date (September 30th); and

**WHEREAS**, City staff has consulted with the City Attorney and has been informed this is common practice and will allow for simplified termination/renewal procedures in the future; and

**WHEREAS**, should the City wish to discontinue leasing the entire space at some point in the future, this will create a set date at which the entire space will become available for City use; and

**WHEREAS**, the City of Stoughton Finance Committee recommends amending all existing Senior Center Annex lease agreements to have the same termination/renewal date (September 30th).

**BE IT RESOLVED** by the Common Council of the City of Stoughton that the proper City official(s) are authorized to amend all existing Senior Center Annex lease agreements to have the same termination date (September 30th).

**Council Action:** ☐ **Adopted** ☐ **Failed** **Vote** _____

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

_____

Mayor Tim Swadley Date

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