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

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

Date: June 17, 2021

To: Finance Committee

From: Jamin Friedl

Subject: Senior Center Annex Lease Agreements

On February 9, 2021 the City Council agreed to terminate all existing Senior Center Annex 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. Subsequent to that decision, two of the four units have been vacated. This leaves two units remaining for which the City must enter into a new agreement through December 31, 2022.

The City's attorneys have recommended extending the terms of the original agreements as documented in the attached draft templates. The intent of this discussion is to address any questions, comments or concerns the Finance Committee may have with the proposed templates so we can move these forward to Council for approval at the July 13th meeting.

Respectfully,

Jamin Friedl

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 ____ day of _____, 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

SECOND EXTENSION OF
REAL ESTATE LEASE

THIS SECOND EXTENSION OF REAL ESTATE LEASE is made this ____ day of _____, 2021, by and between CITY OF STOUGHTON ("Landlord") and COMMUNITY LIVING CONNECTIONS, INC. ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Real Estate Lease effective February 1, 2018 (the "Lease"), pursuant to the terms of which the Tenant has leased certain real estate and improvements known as Unit 3 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 "First Extension") extending the term of the Lease ("Lease Term") for an additional eight (8) months, from January 31, 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

COMMUNITY LIVING CONNECTIONS, INC.

By:_____
Shelley DeNure

LANDLORD

CITY OF STOUGHTON

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