

**OUTAGAMIE COUNTY BOARD MEETING
OCTOBER 25, 2016**

RESOLUTION NO. 65—2016-17

Supervisor Culbertson moved, seconded by Supervisor Wegand, for adoption.

RESOLUTION NO. 65—2016-17 IS ADOPTED.

1. THOMPSON	YES	13. WEGAND	YES	25. NOOYEN	YES
2. MILLER	YES	14. DE GROOT	YES	26. DUNCAN	YES
3. GRADY	YES	15. VANDEN HEUVEL	YES	27. CULBERTSON	YES
4. PATIENCE	YES	16. LEMANSKI	YES	28. STURN	YES
5. GABRIELSON	YES	17. CROATT	YES	29. BUCHMAN	YES
6. FOSS	YES	18. SPEARS	YES	30. GRIESBACH	YES
7. HAMMEN	YES	19. STUECK	YES	31. CLEGG	YES
8. T. KRUEGER	Absent	20. THOMAS	YES	32. VANDERHEIDEN	YES
9. J. KRUEGER	YES	21. THYSSEN	YES	O'CONNOR-SCHEVERS	YES
10. LAMERS	YES	22. HAGEN	YES	34. RETTLER	YES
11. MEYER	YES	23. KLEMP	Absent	35. MELCHERT	YES
12. McDANIEL	YES	24. PLEUSS	YES	36. SUPRISE	YES
Item 12	Passed (34 Y - 0 N - 0 A - 2 Absent)			Majority Vote	>

RESOLUTION NO.: 65—2016-17

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Outagamie County rents portions of the Ag Services Building to three different agencies: the
2 Federal US Department of Agriculture (USDA), the State of Wisconsin Department of
3 Agriculture, Trade and Consumer Protection (DATCP), and the Department of Natural
4 Resources (DNR). This request is for the county to enter into a lease agreement with the
5 State of Wisconsin for the DATCP portion of the Ag Services Building. The lease term is
6 one year (2017) with the option for two additional one year extensions. The amount for 2017
7 is a 2% increase over the current amount with 2% increases proposed for the additional one
8 year extensions. The current annual amount is \$10,972.32 and the 2017 amount will be
9 \$11,193.75. No budget adjustment is necessary as the amount has been included in the 2017
10 Executive Budget.

11
12 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
13 Economic Development Committee recommend adoption of the following resolution.

14 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the lease
15 agreement between Outagamie County and the State of Wisconsin Department of Agriculture, Trade and
16 Consumer Protection as attached, which by reference is made a part hereof, and

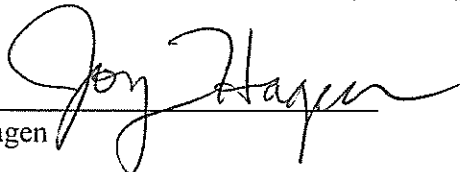
17 BE IT FINALLY RESOLVED that the Outagamie County Clerk be directed to forward a copy
18 of this resolution to the Outagamie County Maintenance Supervisor, and the Outagamie County Finance
19 Director.

20 Dated this 25th day of October 2016

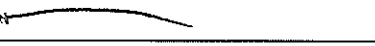
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Respectfully Submitted,

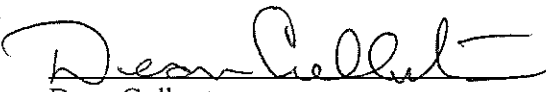
PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE



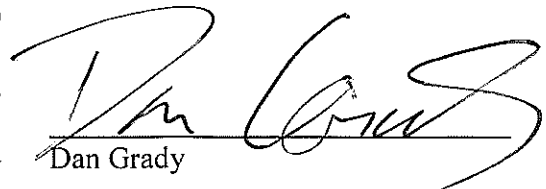
Joy Hagen



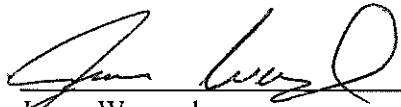
Ron Klemp



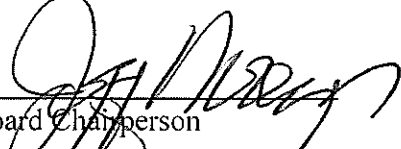
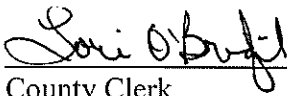
Dean Culbertson

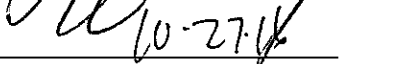


Dan Grady

1 
2 Jason Wegand
3

4
5 Duly and officially adopted by the County Board on: Oct. 25, 2016
6

7
8 Signed:  
9 Board Chairperson County Clerk

10
11 Approved:  10-27-16 Vetoed: _____
12

13
14 Signed: 
15 County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request to enter into a lease agreement for the Department of Agriculture, Trade and Consumer Protection (DATCP) area of the Ag Services building.

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The County currently rents portions of the Ag Services building to three different agencies: The Federal US Department of Agriculture (USDA) and the State of Wisconsin Departments of Agriculture, Trade and Consumer protection (DATCP) and Department of Natural Resources (DNR). This request is for the County to enter into a lease agreement with the State of Wisconsin for the DATCP portion of the Ag Services building. The lease term is 1 year (2017) with the option for two additional 1 year extensions. The amount for 2017 is a 2% increase over the current amount with 2% increases proposed for the additional 1 year extensions. The current annual amount is \$10,972.32 and the 2017 amount will be \$11,193.75. See attached for the full lease agreement. No budget adjustment is necessary as the amount has been included in the 2017 Executives budget.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes (X) no () partially () 2017 Exec Budget
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
5. Is the proposal to accept additional revenues only? yes (X) no ()
6. Does this request modify/adjust the current year budget? yes () no (X) 2017 Exec Budget
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)


COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
None - Already included in 2017 Adopted Budget			

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a () Currently a 1 year lease only with 2 possible 1 year extensions

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue \$11,193.75 +

Fiscal Note Prepared by: Paul Farrell / Brian Massey

For Financial Services purposes only							
Reviewed By: 	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;"><u>Detail Expenditures Account Number</u></td> <td style="width: 30%; border-bottom: 1px solid black;"><u>Amount</u></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	<u>Detail Expenditures Account Number</u>	<u>Amount</u>				
<u>Detail Expenditures Account Number</u>	<u>Amount</u>						
Date: <u>Oct 2016</u>							
Comments:							

Form AD-BDC-13

115-012

GROSS LEASE

THIS LEASE, made and entered into this day of , 20 , by and between, Outagamie County (the "Lessor"), whose address is 410 S. Walnut Street, Appleton, WI 54911, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

- 1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 597 square feet of office space in Lessor's building, together with all appurtenances and access to common areas, located at 3369 West Brewster Street in the City of Appleton, Wisconsin 54914 (the "Building"), which Premises are further described in Exhibit A (floor plan) attached.

- 2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Agriculture, Trade and Consumer Protection (DATCP) or such other agency that may be designated by Lessee (collectively, the "Tenant").

- 3. **TERM.** The lease term hereunder shall begin on January 1, 2017 and end on December 31, 2017 (1 year). In addition, the Lease includes two 1-year renewal options.
 - a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full 1-year term.

4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial 1- year Lease term at the following rate: The sum of Eleven Thousand, One Hundred Ninety Three And 75/100 Dollars (\$11,193.75) per annum, in equal monthly installments of Nine Hundred, Thirty Two And 81/100 Dollars (\$932.81). The annual rental rate for the first and each subsequent year of the initial term shall be in accordance with the following schedule.

INITIAL TERM			
Start Date	End Date	Annual Rent	Monthly Rent
January 1, 2017	December 31, 2017	\$11,193.75	\$932.81

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for two successive 1-year periods from and after January 1, 2018 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least 120 days before the Lease would otherwise expire. The annual rental rate for the first and then each subsequent year of the renewal terms, if exercised, shall be in accordance with the following schedule. Annual increases of 2.0% shall apply to Annual Rent.

1ST RENEWAL OPTION, if exercised			
Start Date	End Date	Annual Rent	Monthly Rent
January 1, 2018	December 31, 2018	\$11,417.63	\$951.47

2ND RENEWAL OPTION, if exercised			
Start Date	End Date	Annual Rent	Monthly Rent
January 1, 2019	December 31, 2019	\$11,645.98	\$970.50

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the County Executive, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance to regulations prior to Lessee's occupancy.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedule I and Exhibit A. Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule I.

- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.
- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing

material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the Period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this lease.

- h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- i) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may

vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all reasonable related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, the Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within sixty (60) hours of the time of discovery or notification of such damage. If such materials are not completely dry by the end of the 60 hour period, the Lessor shall assure that the premises shall be remediated to the condition of the premises prior to such damage.
- k) Lessor agrees to provide prior notification and provision of safety data sheets (SDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and SDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.

- l) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- m) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

8. **COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- c) The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee, and the Lessor.
- d) The default by Lessee (a) if Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the

performance or observance of any other agreement or condition in the Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- e) Lessee agrees that any Improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage by date of occupancy. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.
10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor its invitees or agents, or any failure of Lessor in any respect to comply with or perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or connection with the Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.'

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of the Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenantable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to

rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenantability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenantability, Lessee may terminate this Agreement.

13. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Outagamie County
C/o Brian Massey
410 S. Walnut Street
Appleton, WI 54911

Rent sent to: Same as above

If to Lessee: State Leasing Officer
Wisconsin Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

14. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (120) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon between the Lessor and Lessee.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate the same as the last month of the previous term hereof for one additional month. Then after the first month, rent shall increase 5%. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
18. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgement, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of commencement of such action or foreclosure

proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.

19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. **CONSTRUCTION OF IMPROVEMENTS.** Left Blank Intentionally.
22. **LESSEE COSTS.** Lessee shall be responsible for the monthly phone and data costs for the Premises.
23. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
24. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.
25. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
27. **VENUE.** The venue for any disputes shall be in the courts of appropriate jurisdiction for Appleton, Wisconsin.
28. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

29. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date of the last signature below.

LESSOR:

Outagamie County

In presence of:

Sara A. Hickey

By: [Signature]

Sara A. Hickey,
Printed Name, Title

THOMAS NEESER County Executive
Printed Name, Title



Notary Public

EXP: 7-9-2018

Dated: 10.17.16

APPROVED AS TO FORM:

[Signature]

Joseph P. Guidote, Jr.
Corporation Counsel
Outagamie County

Date Approved: 9/27/16

LESSEE:
State of Wisconsin

By: _____

CATE S. ZEUSKE
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

File No. 115-012

Schedule I

The Lessor, at Lessor's cost, shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 50 hours per week as follows:

Summer	Winter
76 Degrees (+/- 2o)	70 Degrees (+/- 2o)
50% Humidity Level (+/- 10%)	25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10o of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a) All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
- b) All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning in order to maintain the humidity and temperatures as listed above.
- c) HVAC supply and return system "as is".
- d) All new exterior walls and ceilings must meet minimum insulation code requirements.
- e) Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- f) Provide space heating for airlocks and lobbies, if necessary.
- g) Change air-handling equipment filters quarterly.
- h) Provide automatic temperature adjustment capability for unoccupied modes.
- i) Provide separate venting/fans for restrooms.
- j) Placement of thermostats "as is".

3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.

4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.

5. Lighting Levels "as is".

6. Provide Water and Sewer & Heat and Air conditioning.

7. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.

8. Furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
9. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction or legal nonconforming standards for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
10. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
11. Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

12. **Janitorial Services**

The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND FREQUENCY INDICATION:

DAILY

- a) All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste containers and replace can liners; Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b) Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.
- c) Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a) Restrooms - Clean inside toilet bowls and urinals; and damp wipe walls.
- b) Offices - Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork.
- c) Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUAL

- a) Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
- b) Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
- c) Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
- d) Light Fixtures - Clean fixtures and diffusers.
- e) Air Vents - Clean supply air diffusers and return air grilles.

BI-ANNUAL (Every Other Year)

- a) Windows – Wash windows both inside and outside every other year.

13. Provide sufficient onsite parking, which is understood by the parties hereto to include 24/7 parking for State-owned vehicles.

14. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 1:00 PM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice refreezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

15. In the event Lessor constructs or remodels the premises, Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.

16. Provide the Premises with a fire alarm and detection system that complies with all State building codes, International building code (IBC) and Local building codes. In the event the Premises are not required to have a fire alarm and detection system by any code upon written request by the lessee and at the Lessee's expense, Lessor shall install and maintain a fire detection system consisting of automatic detection (heat and smoke detectors), audio/visual notification devices and pull stations in accordance with the National Fire Protection Association (NFPA) under NFPA 72 and National Electric Code NEC 760. The fire alarm and detection system shall be inspected, maintained and tested in accordance with NFPA 72, by licensed contractors and fully documented. Documentation shall be made available to Lessee, within ten (10) days of Lessee's written request.

17. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

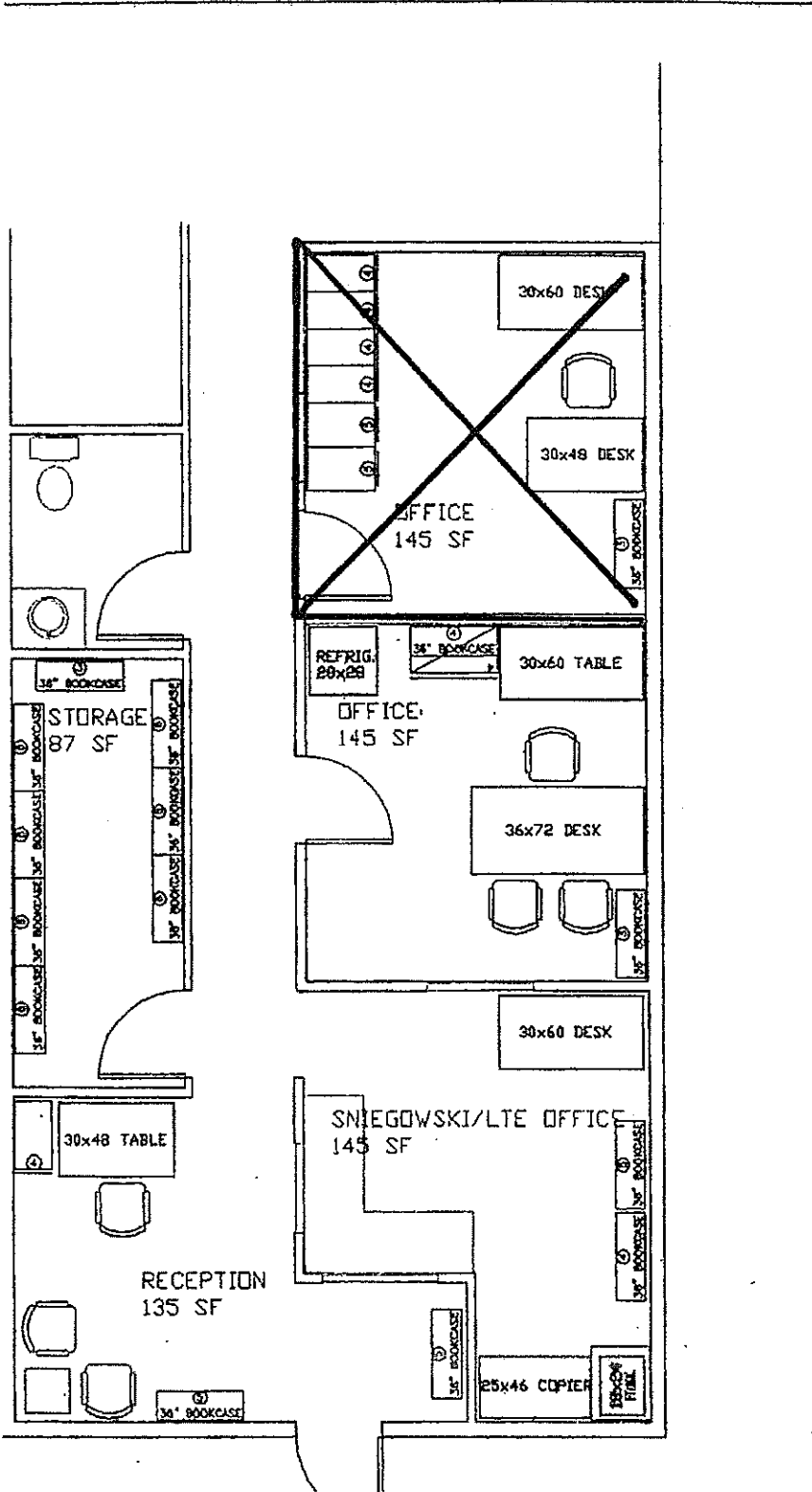


EXHIBIT "A"

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request to Transfer Funds for Maintenance for 2016

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Maintenance department is informed they will be having a long-term employee retire at the end of this year. This employee has a projected vacation and sick leave payout, including the FICA fringe benefit of approximately \$29,000 that is currently not able to be absorbed within the Justice Center Maintenance's budget. However, the Maintenance department has budget funding available in the Courthouse Maintenance budget to cover this projected overage due to some employee turnover in that cost center and some smaller maintenance projects coming in under budget. Therefore, the Maintenance department requests to transfer a total of \$29,000 from the Courthouse Maintenance cost centers Salaries (\$10,000), Fringe Benefits (\$5,000) and Purchased Services (\$14,000) to the Justice Center's Maintenance budget Salaries (\$27,000) and Fringe Benefits (\$2,000) to cover for this item.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (X)
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (X)
5. Is the proposal to accept additional revenues only? no (X)
6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.
7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

Collected copy attached to final

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Justice Center Maint	Salaries	1005302.5100	27,000
Justice Center Maint	Fringe Benefits	1005302.5200	2,000
Courthouse Maintenance	Salaries	1005300.5100	(10,000)
Courthouse Maintenance	Fringe Benefits	1005300.5200	(5,000)
Courthouse Maintenance	Purchased Services	1005300.5500	(14,000)

Annual and Long-Term Impact

8. Is the above increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a ()
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost None
Annual Revenue None

Fiscal Note Prepared by Paul Farrell / Brian Massey

For Financial Services purposes only	
Reviewed By: <u>Bm</u>	If expenditures are recorded in the financial system at a level of detail lower than the level 5 as shown above, indicate the specific account numbers and amounts below Detail Expenditures Account Number Amount
Date: <u>10/14/16</u>	
Comments:	