

## **PUBLIC NOTICE**

PUBLIC NOTICE is hereby given that a special meeting of the Common Council of the City of Platteville shall be held on Tuesday, December 29, 2015 at 4:00 PM in the Council Chambers at 75 North Bonson Street, Platteville, WI.

### **AMENDED COMMON COUNCIL AGENDA**

#### **I. CALL TO ORDER**

#### **II. ROLL CALL**

#### **III. ACTION RELATED TO THE LIBRARY BLOCK REDEVELOPMENT**

- A. Approval of Amendment to Commercial Building Lease Dated March 25, 2015 with Platteville Main Street Program, Inc.
- B. Resolution 15-34 Approval of Commercial Building Lease with Miner's Development LLC/Platteville Hotel Partners, LLC and Tenant Sub-Lease with Southwestern Wisconsin Community Action Program (SWCAP)/Neighborhood Health Partners

#### **IV. ADJOURNMENT**

*If your attendance requires special accommodation, write City Clerk, P.O. Box 780, Platteville, WI 53818 or call (608) 348-9741 Option 6.*

## AMENDMENT TO COMMERCIAL BUILDING LEASE DATED MARCH 25, 2015

This Amendment to Commercial Building Lease Dated March 25, 2015 ("the Lease") is entered into by and between the City of Platteville, 75 N. Bonson Street, Platteville, WI 53818, hereinafter referred to as "Lessor" and Platteville Main Street Program, Inc., hereinafter referred to as "Tenant" on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Lessor and Tenant mutually agree that:

1. The second unnumbered paragraph on the first page of the Lease which describes the demised premises should be and is hereby amended to provide:

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, the Lessor does hereby lease, let and demise unto the Tenant and the Tenant does hereby take from the Lessor the demised premises described as follows:

A portion of the City Hall Building located at 75 N. Bonson Street, Platteville, Wisconsin, referred to as part of the old police station and as shown on the attached Exhibit A-2. The leased premises shall be accessed from existing entrances by way of Doors 22, 23, 26 and 29 of City Hall and shall include shared non-exclusive use of the hallway and restroom facilities located by way of Door 33 in City Hall. At such time as the Commercial Building Lease between the Lessor and Miners Development, LLC for the premises which is adjacent to the demised premises described herein terminates, Tenant may be permitted to reoccupy that portion of the City Hall property originally leased, let, and demised unto the Tenant under the Lease dated March 25, 2015, as shown on the attached Exhibit A-1.

2. The Lessor and Tenant further agree that paragraph 2 of the Lease is amended to provide:

2. PAYMENT OF RENTALS. The Tenant covenants and agrees to pay the Lessor at Lessor's address stated above, or as the Lessor may from time to time designate in writing, rentals for the demised premises as follows:

The rentals for the demised premises shall be paid quarterly on the first day of the month. The initial monthly rental is zero per month, until such time as the Commercial Building Lease between the Lessor and Miners Development, LLC for the premises which is adjacent to the demised premises described herein terminates, and Tenant is permitted to reoccupy that portion of the City Hall property originally leased, let and demised unto the Tenant under the Lease dated March 25, 2015. Upon this occurrence, the monthly rental due from the Tenant shall be the amount of 50% of Tenant's gross monthly rental income received by the Tenant from its subtenants. Tenant may not sublease any portion of the premises to a subtenant for free.

3. The Lessor and the Tenant further agree that Paragraph 4 of the Lease is amended to read as follows:

4. UTILITIES. The Tenant shall pay \$100.00 per month for water, heat, gas, electricity, air conditioning and power and any other utility services used by it, including any sewer charge which any municipality or public or private utility may levy for furnishing sewerage services. If Lessor determines this amount is not sufficient to reimburse Lessor for Tenant's usage, this amount may be increased as agreed to by the Lessor and the Tenant. If the parties are unable to reach an agreement as to utility charges, this lease may be terminated as provided herein. The foregoing notwithstanding, the Tenant's obligation to pay utilities is suspended until such time as the Commercial Building Lease between the Lessor and Miners Development, LLC for the premises which is adjacent to the demised premises described herein terminates, and Tenant is permitted to reoccupy that portion of the City Hall property originally leased, let and demised unto the Tenant under the Lease dated March 25, 2015.

4. The Lessor and the Tenant further agree that all other terms and provisions of the Lease dated March 25, 2015 shall remain in full force and effect unless specifically amended herein.

CITY OF PLATTEVILLE, LESSOR,

\_\_\_\_\_(SEAL)  
By: Karen Kurt, City Manager

\_\_\_\_\_(SEAL)  
By: Jan Martin, City Clerk

PLATTEVILLE MAIN STREET PROGRAM, INC.,  
TENANT,

\_\_\_\_\_(SEAL)  
By: Jack Luedke, Director

THIS INSTRUMENT DRAFTED BY:

BRIAN C. MCGRAW  
Attorney at Law  
106 N. Wisconsin Avenue  
P.O. Box 619  
Muscodia, WI 53573-0619  
(608) 739-4234/348-4236

city.mainstreetamendlease (My Documents – 12-23-2015)

DEMISED PREMISES UNDER COMMERCIAL BUILDING  
LEASE DATED MARCH 25, 2015

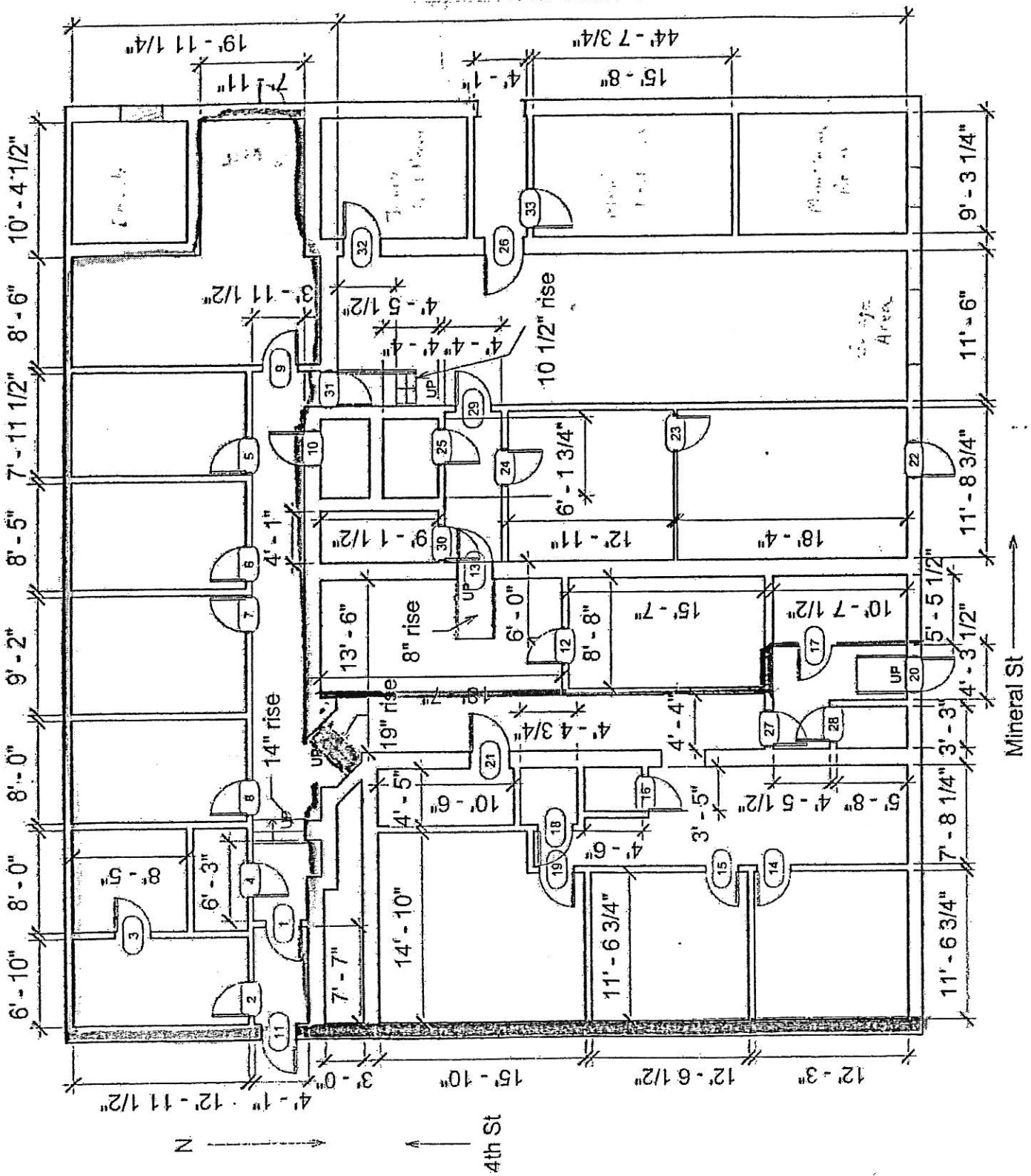


Exhibit A-1

DEMISED PREMISES UNDER AMENDMENT TO COMMERCIAL  
BUILDING LEASE DATED MARCH 25, 2015

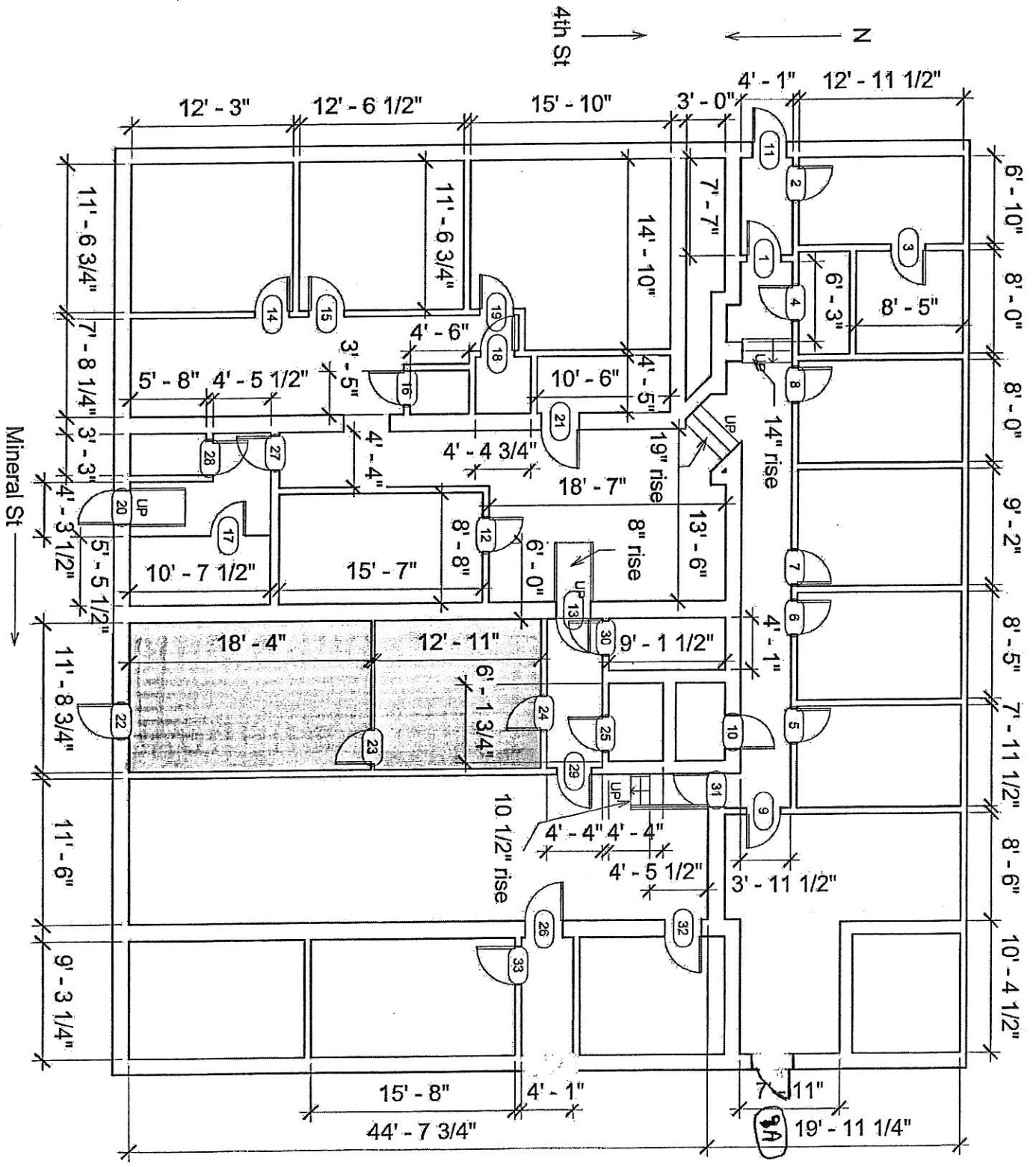


Exhibit A-2

**RESOLUTION NO. 15-34**

**A RESOLUTION APPROVING LEASE OF SPACE IN CITY HALL TO MINERS DEVELOPMENT, LLC AND SUBLEASE TO SOUTHWESTERN WISCONSIN COMMUNITY ACTION PROGRAM, INC.**

WHEREAS, a portion of the City Hall Building more particularly described in the attached Exhibit A is presently not being utilized by the City; and,

WHEREAS, there is a need to provide temporary quarters for Southwestern Wisconsin Community Action Program, Inc. (the clinic) while the clinic is displaced from its current location due to the Library Block Redevelopment Project; and,

WHEREAS, Miners Development, LLC is obligated to provide temporary quarters for the clinic during the time the clinic is displaced and further to install such improvements as are necessary for the clinic to provide medical and pharmacy services to its patients; and,

WHEREAS, providing a temporary location where the clinic can continue operations and provide services to low income persons while the work on the Library Block Redevelopment is undertaken is in the public interest and provides a benefit to the residents of the City; and,

WHEREAS, the Platteville Main Street Program, Inc. agreed to relocate their operations to other space within the City Hall to accommodate the clinic's use of the space described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Platteville does hereby approve the lease of the space described in Exhibit A to Miners Development, LLC and consents to the sublease of such space by Miners Development, LLC to Southwest Wisconsin Community Action Program, Inc., upon such terms and conditions as set forth in the attached Commercial Building Lease and Commercial Building Sublease which by this reference are incorporated herein as if set out in full.

IT IS FURTHER RESOLVED that the City Manager of the City of Platteville is authorized to approve minor and/or technical revisions to the Commercial Building Lease as may be necessary or convenient.

Approved and adopted by the Common Council of the City of Platteville this 29<sup>th</sup> day of December, 2015 on a vote of \_\_\_\_\_ to \_\_\_\_\_.

CITY OF PLATTEVILLE,

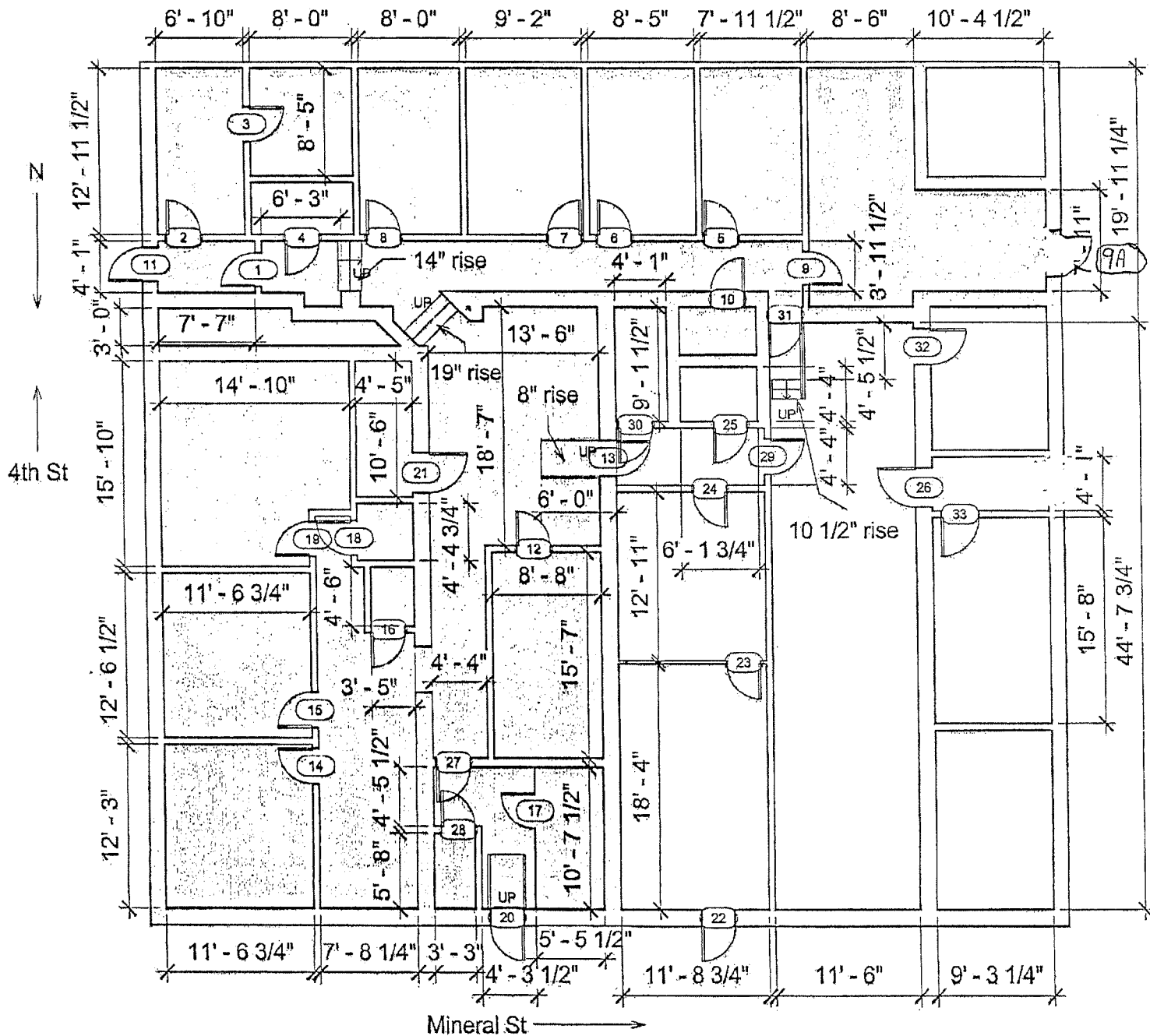
By: \_\_\_\_\_  
Eileen Nickels, Council President

Attest:

\_\_\_\_\_  
Jan Martin, City Clerk



Exhibit A



## COMMERCIAL BUILDING LEASE

THIS INDENTURE, entered into and executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Platteville, 75 N. Bonson Street, Platteville, Wisconsin 53818, party of the first part, hereinafter referred to as the "Lessor," and Miners Development, LLC, a Wisconsin limited liability company, party of the second part, hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, the Lessor does hereby lease, let and demise unto the Tenant and the Tenant does hereby take from the Lessor the demised premises described as follows:

A portion of the City Hall Building located at 75 N. Bonson Street, Platteville, Wisconsin, referred to as a part of the old police station, and as shown on the attached Exhibit A. Leased premises to be accessed from entrances on Mineral Street and 4<sup>th</sup> Street. Premises to include shared access to restroom facilities located in City Hall.

1. TERM OF LEASE. The lease of the premises shall commence on January 7th, 2016, through December 31, 2017 unless the lease is terminated earlier as provided herein. This lease shall be null and void if Lessor does not transfer the current city library property to Lessee and such does not occur prior to February 29, 2016

Tenant shall have the right to terminate this lease by giving Lessor written notice at least thirty (30) days prior to the first day of a month and upon giving such notice, the Lease shall terminate on the first day of the following month. Lessor may terminate this Lease by giving Tenant and any subtenant written notice as provided herein.

2. PAYMENT OF RENTALS. The Tenant covenants and agrees to pay the Lessor at Lessor's address stated above, or as the Lessor may from time to time designate in writing, rentals for the demised premises as follows:

During the term of the lease set forth above, the monthly rental is zero dollars (\$0.00) per month. Should Tenant continue to occupy the premises after termination or expiration of the lease, the monthly rental shall be \$1,750.00, payable on the first day of the month. The rentals for the demised premises shall be paid on the first day of the month. Tenant shall sublease the premises to Southwestern Wisconsin Community Action Program for the purpose of operating a medical clinic and pharmacy.

3. INSURANCE. Lessor shall procure and maintain during the term of this Lease and any extension or renewal, a policy or policies of fire and extended coverage insurance on the demised premises, fixtures and the personal property owned by the Lessor. Tenant shall provide Lessor proof of liability and property damage coverage as set forth below and shall cause Lessor to be named as an additional insured on the policy.

The Tenant agrees during the term of this Lease or any renewals thereof, to carry and maintain and pay for fire and extended coverage insurance on its inventory, fixtures and lease hold improvements, to the reasonable value thereof. Such insurance shall be written in insurance companies approved by the Lessor. The Tenant shall furnish the Lessor with certificates of such insurance.

The Tenant agrees to carry and pay the premiums for public liability insurance, insuring itself and the Lessor against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$1,000,000 property damage, \$1,000,000 for any one person, and \$2,000,000 for any number of persons injured or killed in any one accident, and shall furnish to the Lessor as may be requested from time to time, a certificate of said insurance. Such policies of insurance shall not be canceled, discontinued, or altered without ten (10) days written notice to the Lessor.

4. UTILITIES AND INTERNET SERVICE. The Tenant shall pay \$300 per month for water, heat, gas, electricity, air conditioning and power and any other utility services used by it, including any sewer charge which any municipality or public or private utility may levy for furnishing sewerage services. If Lessor determines this amount is not sufficient to reimburse Lessor for Tenant's usage, this amount may be increased as agreed to by the Lessor and the Tenant. If the parties are unable to reach an agreement as to utility charges, this lease may be terminated as provided herein.

Tenant shall pay to move and reconnect the existing internet service for Platteville Main Street Program, Inc. and/or its subtenants. Tenant shall pay all expenses incurred to provide internet services to the demised premises for Tenant's use.

5. REPAIRS AND MAINTENANCE. The Tenant shall maintain and keep in good repair the demised premises and the personal property located therein at its own expense up to a maximum amount of \$1,000.00 per occurrence (the "**Cap Amount**") and shall upon the expiration of the initial term of this Lease or any extension thereof, deliver up the premises and said personal property in as good condition and repair as received, reasonable wear and tear excepted; it being understood that the obligation of the Tenant to perform repairs to the demised premises shall include, but not be limited to, the maintenance and repair of all plumbing fixtures and facilities, electrical fixtures, interior water gas lines, personal property, replacement of all glass which may become broken or cracked during the demised term, interior painting, and the repair of any damages caused to the foundation, walls, roof and other structural portions (interior), and HVAC of the demised premises. However, the Tenant shall not be liable for damage to the demised premises which and shall be necessitated by the negligence of Lessor, its employees or agents, nor shall Tenant be responsible to maintain or repair the exterior walls or roof. Tenant shall be responsible to pay for its own janitorial service and for the proper disposal of garbage and waste arising from Tenant's use and occupancy of the demised Premises. Lessor shall be responsible for all snow removal and sidewalk maintenance.

6. USE OF THE PREMISES. The Tenant agrees that it will sublet the demised premises to Southwestern Wisconsin Community Action Program for the purpose of conducting thereon a medical clinic and pharmacy only, in compliance with all applicable laws, ordinances, and regulations of federal, state and local governments, and for no other purpose without the consent of the Lessor first had and obtained in writing.

7. CONDUCT OF BUSINESS. The Tenant or any subtenant shall not carry any stock of goods or do anything in or about the demised premises which will in any way impair or invalidate the obligation of any policy of insurance relating thereto or to the building in which the said premises are situated. The Tenant agrees to pay upon demand, as additional rent, any increase in insurance premiums resulting from the business carried on in the demised premises by the Tenant, whether or not the Lessor has consented to same. If the Tenant installs any electrical equipment which overloads the electrical facilities, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction, but not such changes shall be made by the Tenant until Tenant first submits to the Lessor plans and specifications for the proposed work and obtains the Lessor's written approval to perform the same.

8. COVENANT TO HOLD HARMLESS. The Tenant agrees to indemnify and save the Lessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorneys fees, arising from Tenant's use and occupancy of the demised premises. It is further understood and agreed that the Lessor shall not be liable, and the Tenant waives all claims for damage to person or property sustained by the Tenant, its employees or agent, resulting from the condition of the building in which the demised premises are situated, the demised premises proper, or any equipment or appurtenance; or such as may result from any accident in or about the demised premises.

9. PARTIAL OR TOTAL DESTRUCTION OF THE PREMISES. In the event the demised premises shall be damaged or partially destroyed by fire or the elements to the extent of less than one-third (1/3) of the cost of replacement thereof above foundation, the same shall be repaired as quickly as practicable, by and at the expense of the Lessor. If such damage or partial destruction shall be of such character so as to require the Tenant to discontinue occupancy therein, the rentals provided for herein shall abate from the date of such closing until the premises are again ready for occupancy.

In the event the said premises are totally destroyed by fire or the elements, which total destruction shall be construed to mean damage to an extent of more than one-third (1/3) of the cost of replacement thereof above foundation, rentals shall be paid up to the time of such destruction and either the Tenant or the Lessor may, at its option, cancel this Lease and Lessor shall be under no obligation or duty to rebuild.

If the Lessor shall undertake to restore or repair the demised premises, it shall initiate and pursue the necessary work with all reasonable dispatch, in a manner consistent with sound

construction methods, but it shall not be liable for any delays or interruptions occasioned by strikes, casualties, critical materials in short supply, governmental regulations, or any other causes beyond its control. Following the restoration of the premises or completion of repairs thereto, possession and occupancy of said premises shall be tendered to the Tenant and rental shall commence and accrue as of that date; whereupon this Lease shall continue unabated.

10 NOTICES. Whenever in this Lease it shall be required or permitted that notice be given by either party hereto to the other, such notice shall be forwarded by U.S. Certified Mail addressed as follows:

TO THE LESSOR: City Manager  
City of Platteville  
75 N. Bonson Street  
Platteville, WI 53818

TO THE TENANT: Miners Development, LLC  
921 1<sup>st</sup> Street North Suite 202  
St. Cloud MN 56303

or to such other place as the parties may designate in writing. Such written notice may also be hand delivered by either party.

It is further agreed that the parties hereto will promptly submit a copy of any notice received by such party from any third person affecting the rights of either party under this Lease.

11. TRADE FIXTURES. The Tenant may install fixtures, equipment, and appliances for the conduct of its business upon the demised premises, and shall be permitted to make such installation only with the prior consent of the Lessor. The Tenant agrees not to create, or suffer others to create, any lien or obligation against the premises or the Lessor by reason of the authorized installation aforesaid, and, further, to hold the Lessor harmless of any from all claims and demands of third persons in any manner relating to such installation or to the Tenant's occupancy of the demised premises for such purpose. Tenant shall be responsible to maintain insurance coverage on any items of personal property placed by Tenant on the premises. The aforesaid fixtures, equipment and appliances may be removed by the Tenant at the termination of this Lease if Tenant either restores the premises to their condition prior to the installation or pays to the Lessor the cost of such restoration. If such fixtures, equipment or appliances were installed by the Tenant to replace similar items which were part of the premises at the time of the commencement of the tenancy, and the original items cannot be restored, the Tenant may remove such items only if he replaces them with items at least comparable in condition and value as the original items. Further, Tenant shall at the termination of this Lease and at Lessor's request, remove any fixtures, equipment or appliances installed upon the premises, and shall be responsible to restore the premises to their condition prior to the installation or pay to the Lessor the cost of such restoration.

12. **WARRANTY OF QUIET POSSESSION.** The Lessor hereby warrants and covenants that it has full authority to execute this Lease, and further agrees that the Tenant on paying rent and performing the covenants and conditions of this Lease, may have and shall quietly have, hold, and enjoy the demised premises during the term hereof.

13. **RENT DEFAULTS.** It is mutually agreed that, in the event the Tenant shall default in the payment of rentals when due, the Lessor may forward written notice of such default by U.S. Certified Mail, addressed to the Tenant as hereinbefore set forth, and failure on the part of the Tenant to cure such default within ten (10) days after the date of mailing of said notice, shall, at the option of the Lessor, work a forfeiture of this Lease. In case the Tenant so continues the default of any rental payment due after notice, the Tenant shall not be released of any liability for rent hereunder by reason of the Lessor's repossession of the demised premises. Nothing herein shall be construed to limit Lessors from utilizing any other remedy provided or authorized by law.

14. **OTHER DEFAULTS.** It is mutually agreed that in the event the Tenant shall default in any of the terms and provisions of this Lease other than payment of rent, the Lessor may forward written notice of such default by U.S. Certified Mail, addressed to the Tenant as hereinbefore set forth, and the Tenant agrees that if it be in default as set forth in such notice it will cure such default within twenty (20) days after the date of mailing of such notice (or in the event such default is of such a character as to require more than twenty (20) days to cure, the Tenant will use diligence to cure such default). And, in the event the Tenant shall fail to cure such default as herein set forth, the Lessor may cure default and the cost and expense thereof shall be deemed to be additional rent to be paid by the Tenant on the next day when fixed monthly rental shall become due and collectible. Nothing herein shall be construed to limit Lessors from utilizing any other remedy provided or authorized by law. If, however, after due notice to the Tenant of an opportunity to cure the same, the Tenant shall refuse to cure or make good any such default, the Lessor may, at its option, terminate this Lease. Failure to give notice of any default shall not be deemed to be a waiver thereof nor consent to the continuation thereof.

15. **BANKRUPTCY.** Neither this Lease, nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if the Tenant shall be adjudicated insolvent or bankrupt pursuant to the provision of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of the Tenant shall be appointed by reason of the Tenant's insolvency or inability to pay its debt, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in any such events the Lessor may at its option, in addition to the remedies provided herein, terminate this Lease and all rights of the Tenant herein, by giving to the Tenant notice in writing of the election of the Lessor so to terminate. The Tenant shall not cause or give cause for the institution of legal proceedings seeking to have the Tenant adjudicated bankrupt, reorganized or rearranged under bankruptcy laws of the United States, and shall not cause or give cause for the Tenant's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or a receiver of

the Tenant or its assets, shall be conclusive evidence that the Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment.

16. ASSIGNMENT AND SUBLEASING. Except as provided above, the Tenant shall not assign, mortgage nor sell this Lease, or any portion thereof, nor permit any licensee or concessionaire to operate in or use the leased premises without the written consent of the Lessor first had and obtained. The Lessor may accept rent from any person in possession without releasing the Tenant from this covenant. The Lessor's right to assign this Lease is and shall remain absolute and unqualified.

17. HOLDING OVER. In the event the Tenant shall continue to occupy the premises after the expiration of the demised term or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year to year.

18. RIGHT TO ENTER AND VIEW. The Lessor or its representatives may enter and view the premises hereby leased for the purpose of examining the same, provided that such entering and viewing shall be done at a time mutually agreeable to the parties and in a manner so as not to unduly interfere with the conduct of the Tenant's business or any subtenant's business.

19. ALTERATIONS. The Tenant shall make no alterations or additions in, upon, or to the demised premises, or any part thereof, without the consent of the Lessor first had and obtained in writing. In the event such consent be obtained, all such alterations or additions shall be performed at the expense of the Tenant in a first class, workmanlike manner; and the Tenant covenants and agrees not to create, or suffer others to create, any lien or obligation against the premises or the Lessor by reason of the alterations or additions so authorized, and, further, to hold the Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such work. All alterations or additions so made by the Tenant shall become part of the realty, as a consequence of which the Tenant, upon the expiration of the demised term or the cancellation thereof, shall have neither the right nor the obligation to remove the same.

20. TAXES, ETC. Tenant shall promptly pay and discharge when the same become due and payable all personal property taxes levied against Tenant's property situated on the demised premises and all license fees, permits, area charges, occupational taxes and any and all other charges assessed by reason of Tenant's use and occupancy of the demised premises. Lessor shall pay all of the real estate taxes and any personal property taxes levied or charged against Lessor's property situated in the demised premises.

21. SHORT FORM LEASE. At the option of the Lessor, and upon its demand, a Short Form Lease for recording purposes, in form and content acceptable to the Lessor, and which shall in no way vary or alter the terms of this Lease, shall be executed by the parties hereto.

22. HEADINGS, MISCELLANEOUS, NO OFFSETS, EMERGENCIES, NO

PARTNERSHIPS AND NO REPRESENTATION.

a. The word "Tenant" when used herein shall be taken to mean either the singular or the plural and shall refer to male or female, to corporations or partnerships, as the case may be, or as grammatical construction shall require.

b. The headings of the various articles of this Lease are intended only for convenience and are not intended to limit, define, or construe the scope of any article of this Lease, nor offset the provisions thereof.

c. In case of any emergency (the existence of which shall be determined solely by the Lessor) if Tenant shall not be present to permit entry, Lessor or its representatives may enter the same forcibly without rendering Lessor or its representatives liable therefor or affecting Tenant's obligations under this Lease.

d. Neither the method of computation of rent nor any other provision of this Lease shall be deemed to create any relationship between the parties hereto other than that of Lessor and Tenant.

e. Tenant affirms and agrees that Lessor and its agents have made no representations or promises with respect to the demised premises or the entry into of this Lease except as in this Lease expressly set forth and that no claim or liability shall be asserted by Tenant against Lessor or its agents for breach of any representations or promises not expressly stated herein.

f. Time is of the essence as to all dates and deadlines contained in this Sublease.

IN WITNESS WHEREOF, the Lessor and Tenant have both duly executed this Lease and affixed their respective seals hereto, all being done on the day and year first above written.

CITY OF PLATTEVILLE,

\_\_\_\_\_(SEAL)  
By: Karen Kurt, City Manager

\_\_\_\_\_(SEAL)  
By: Jan Martin, City Clerk

MINERS DEVELOPMENT, LLC

\_\_\_\_\_(SEAL)  
By: Troy Hoekstra  
Title: Manager



THIS INSTRUMENT DRAFTED BY:

BRIAN C. MCGRAW  
Attorney at Law  
106 N. Wisconsin Avenue  
Muscodia, WI 53573-0619  
(608) 739-4234/348-4236

DEMISED PREMISES FLOOR PLAN – OLD POLICE DEPARTMENT  
(Exhibit A)

city.mainstreetlease (clinic) (RealEst – 12-9-15)

## COMMERCIAL BUILDING SUBLEASE

THIS INDENTURE (the "Sublease"), entered into and executed in duplicate this \_\_\_\_ day of January, 2016, by and between Miners Development, LLC, a Wisconsin limited liability company, \_\_\_\_\_, party of the first part, hereinafter referred to as the "Sublessor," and Southwest Wisconsin Community Action Program, Inc. a Wisconsin non-stock corporation, 149 North Iowa Street, Dodgeville, WI 53533, party of the second part, hereinafter referred to as "Sublessee".

**WHEREAS**, the City of Platteville (the "**City**") owns the Leased Premises (defined below); and

**WHEREAS**, Sublessor has entered into or will enter into a Commercial Building Lease (the "**Master Lease**") with the City whereby the Sublessor shall lease the Leased Premises from the City; and

**WHEREAS**, Sublessor has agreed to sublease the Leased Premises to Sublessee pursuant to the terms of this Sublease.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, the receipt and sufficiency of which is hereby acknowledged, the Sublessor does hereby lease, let and demise unto the Sublessee and the Sublessee does hereby take from the Sublessor the demised premises described as follows (the "**Leased Premises**"):

A portion of the City Hall Building located at 75 N. Bonson Street, Platteville, Wisconsin, referred to as a part of the old police station, and as shown on the attached Exhibit A. Leased premises to be accessed from entrances on Mineral Street and 4<sup>th</sup> Street. Premises to include shared access to restroom facilities located in City Hall.

1. **TERM OF SUBLEASE.** This Sublease shall commence on the Commencement Date (as defined below) and shall terminate two (2) years from the Commencement Date, unless extended or terminated as hereinafter provided. The term "Commencement Date" shall mean and refer to the date that the Sublessor's Work is deemed "substantially complete" pursuant to Section 22 below. Notwithstanding the foregoing, Sublessee shall have access to the Leased Premises prior to the Commencement Date for the purposes of installing its personal property necessary to conduct its business at the Leased Premises, provided such early access does not unreasonably interfere with Sublessor's Work.

Sublessee shall have the right to terminate this LSublease by giving Sublessor written notice at least thirty (30) days prior to the first day of a month and upon giving such notice, this Sublease shall terminate on the first day of the following month. Sublessor shall not give any termination

notice or any other notice to the City pursuant to the Master Lease unless Sublessor first receives Sublessee's prior written consent, which consent may be withheld in Sublessee's sole discretion. If Sublessor shall give any notice to the City under the Master Lease without first obtaining Sublessee's prior written consent, such notice from Sublessor to the City shall be void. By execution below, the City agrees to give Sublessee written notice of any default by Sublessor under the terms of the Master Lease, and Sublessee shall have the option to cure any such default within a reasonable time after receipt of such written notice by Sublessee. If Sublessee elects to cure any default by Sublessor under the terms of the Master Lease, Sublessor shall reimburse Sublessee, within five (5) days after written demand therefor from Sublessee to Sublessor, for all costs and fees incurred by Sublessee, including reasonable attorney fees, in curing such default.

2. PAYMENT OF RENTALS. The Sublessee covenants and agrees to pay the Sublessor at Sublessor's address stated above, or as the Sublessor may from time to time designate in writing, rentals for the Leased Premises as follows:

During the term of the Sublease set forth above, the monthly rental is zero dollars (\$0.00) per month. Should Sublessee continue to occupy the premises after termination or expiration of the Sublease, the monthly rental shall be \$1,000.00, payable on the first day of the month. The rentals for the Leased Premises shall be paid on the first day of the month. Sublessee shall use the Leased Premises for the purpose of operating a medical clinic and pharmacy.

3. INSURANCE. Sublessor shall procure and maintain during the term of this Sublease and any extension or renewal, a policy or policies of fire and extended coverage insurance on the Leased Premises, fixtures and the personal property owned by the Sublessor. Sublessee shall provide Sublessor proof of liability and property damage coverage as set forth below and shall cause Sublessor to be named as an additional insured on the policy.

The Sublessee agrees during the term of this Sublease or any renewals thereof, to carry and maintain and pay for fire and extended coverage insurance on its inventory, fixtures and lease hold improvements, to the reasonable value thereof. Such insurance shall be written in insurance companies approved by the Sublessor, which approval shall not be unreasonably withheld, conditioned or delayed.. The Sublessee shall furnish the Sublessor with certificates of such insurance.

The Sublessee agrees to carry and pay the premiums for public liability insurance, insuring itself and the Sublessor against injury to property, person, or loss of life arising out of the use and occupancy of the Leased Premises, with limits of at least \$\_\_\_\_\_ property damage, \$\_\_\_\_\_ for any one person, and \$\_\_\_\_\_ for any number of persons injured or killed in any one accident, and shall furnish to the Sublessor as may be requested from time to time, a certificate of said insurance. Such policies of insurance shall not be canceled, discontinued, or altered without ten (10) days written notice to the Sublessor.

4. UTILITIES, INTERNET SERVICE AND BUILDING ACCESS. The Sublessee shall pay

\$200.00 per month for water, heat, gas, electricity, air conditioning and power and any other utility services used by it, including any sewer charge which any municipality or public or private utility may levy for furnishing sewerage services. If Sublessor determines in its reasonable opinion this amount is not sufficient to reimburse Sublessor for Sublessee's usage, the parties agree to negotiate in good faith an increased amount of utilities paid by Sublessee pursuant to this Section 4..

5. REPAIRS AND MAINTENANCE. The Sublessee shall maintain and keep in good repair the interior of the Leased Premises and the personal property located therein at its own expense up to a maximum amount of \$1,000.00 per calendar year (the "**Cap Amount**") and shall, upon the expiration of the initial term of this Sublease or any extension thereof, deliver up the Leased Premises and said personal property in as good condition and repair as received, reasonable wear and tear excepted; it being understood that the obligation of the Sublessee to perform repairs to the interior of the Leased Premises up to the Cap Amount shall include, but not be limited to, the maintenance and repair of all plumbing fixtures and facilities, electrical fixtures, interior water gas lines, personal property, replacement of all glass which may become broken or cracked during the demised term, interior painting, and the repair of any damages caused by Sublessee to the foundation, walls, roof and other structural portions (interior), and HVAC of the Leased Premises. However, the Sublessee shall not be responsible for 1) any maintenance, repairs or replacements of any part of the Leased Premises in excess of the Cap Amount unless such excess damages are caused by the negligence or willful misconduct of Sublessee, 2) damage to the Leased Premises which is caused by the negligence of Sublessor, its employees or agents, or 3) maintenance, repair or replacement of the exterior of the Leased Premises. Sublessee shall be responsible to pay for its own janitorial service and for the proper disposal of garbage and waste arising from Sublessee's use and occupancy of the Leased Premises.

Notwithstanding anything to the contrary set forth herein, Subessor shall be responsible for the following at no cost to Sublessee:

- a) All maintenance or repair of the exterior of the Leased Premises; and
- b) All snow removal; and
- c) All costs of maintenance, repair or replacement of the Leased Premises or any part thereof in excess of the Cap Amount unless caused by the negligence or willful misconduct of Sublessee.

6. USE OF THE PREMISES. The Sublessee agrees that it will use the Leased Premises for the purpose of conducting thereon a medical clinic and pharmacy only, in compliance with all applicable laws, ordinances, and regulations of federal, state and local governments, and for no other purpose without the consent of the Sublessor first had and obtained in writing, which consent shall not be unreasonably withheld, conditioned or delayed.

7. CONDUCT OF BUSINESS. Except to the extent necessary to conduct Sublessee's business at the Leased Premises as described in Section 6 above, the Sublessee or any subtenant shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way

impair or invalidate the obligation of any policy of insurance relating thereto or to the building in which the said premises are situated.

8. COVENANT TO HOLD HARMLESS. The Sublessee agrees to indemnify and save the Sublessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising from Sublessee's use and occupancy of the Leased Premises, unless such matters are caused by the negligence or willful misconduct of Sublessor, or its employees or agents. It is further understood and agreed that, except if caused by the negligence or willful misconduct of Sublessor, or its employees or agents, the Sublessor shall not be liable, and the Sublessee waives all claims for damage to person or property sustained by the Sublessee, its employees or agent, resulting from the condition of the building in which the Leased Premises are situated, the Leased Premises proper, or any equipment or appurtenance; or such as may result from any accident in or about the Leased Premises. The Sublessor agrees to indemnify and save the Sublessee harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising from Sublessor's construction activities related to Sublessor's Work, unless such matters are caused by the negligence or willful misconduct of Sublessee, or its employees or agents.

9. PARTIAL OR TOTAL DESTRUCTION OF THE PREMISES. In the event the Leased Premises shall be damaged or partially destroyed by fire or the elements, the same shall be repaired as quickly as practicable, by and at the expense of the Sublessor. If such damage or partial destruction shall be of such character so as to require the Sublessee to discontinue occupancy therein, the rentals provided for herein shall abate from the date of such closing until the premises are again ready for occupancy.

Sublessor shall undertake to restore or repair the Leased Premises with all reasonable dispatch, in a manner consistent with sound construction methods, but it shall not be liable for any delays or interruptions occasioned by strikes, casualties, critical materials in short supply, governmental regulations, or any other causes beyond its control. Following the restoration of the Leased Premises or completion of repairs thereto, possession and occupancy of the Leased Premises shall be tendered to the Sublessee and rental shall commence and accrue as of that date; whereupon this Sublease shall continue unabated.

10 NOTICES. Whenever in this Sublease it shall be required or permitted that notice be given by either party hereto to the other, such notice shall be forwarded by U.S. Certified Mail addressed as follows:

TO THE SUBLESSOR: Miners Development, LLC

\_\_\_\_\_  
\_\_\_\_\_

TO THE SUBLESSEE: Southwestern Wisconsin Community Action Program, Inc.  
149 N. Iowa St.

Dodgeville, WI 53533

or to such other place as the parties may designate in writing. Such written notice may also be hand delivered by either party.

It is further agreed that the parties hereto will promptly submit a copy of any notice received by such party from any third person affecting the rights of either party under this Sublease.

11. TRADE FIXTURES. The Sublessee may install fixtures, equipment, and appliances for the conduct of its business upon the Leased Premises, and shall be permitted to make such installation only with the prior consent of the Sublessor, which consent shall not be unreasonably withheld, conditioned or delayed. The Sublessee agrees not to create, or suffer others to create, any lien or obligation against the premises or the Sublessor by reason of the authorized installation aforesaid, and, further, to hold the Sublessor harmless of any from all claims and demands of third persons in any manner relating to such installation or to the Sublessee's occupancy of the Leased Premises for such purpose. Sublessee shall be responsible to maintain insurance coverage on any items of personal property placed by Sublessee on the premises. The aforesaid fixtures, equipment and appliances may be removed by the Sublessee at the termination of this Sublease if Sublessee either restores the premises to their condition prior to the installation or pays to the Sublessor the cost of such restoration. If such fixtures, equipment or appliances were installed by the Sublessee to replace similar items which were part of the Leased Premises at the time of the commencement of the tenancy, and the original items cannot be restored, the Sublessee may remove such items only if he replaces them with items at least comparable in condition and value as the original items. Further, Sublessee shall at the termination of this Sublease and at Sublessor's request, remove any fixtures, equipment or appliances installed upon the Leased Premises by Sublessee, and shall be responsible to restore the Leased Premises to their condition prior to the installation or pay to the Sublessor the cost of such restoration.

12. WARRANTY OF QUIET POSSESSION. The Sublessor hereby warrants and covenants that it has full authority to execute this Sublease, and further agrees that the Sublessee on paying rent and performing the covenants and conditions of this Sublease, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

13. RENT DEFAULTS. It is mutually agreed that, in the event the Sublessee shall default in the payment of rentals when due, the Sublessor may forward written notice of such default by U.S. Certified Mail, addressed to the Sublessee as hereinbefore set forth, and failure on the part of the Sublessee to cure such default within ten (10) days after the date of mailing of said notice, shall, at the option of the Sublessor, work a forfeiture of this Sublease. In case the Sublessee so continues the default of any rental payment due after notice, the Sublessee shall not be released of any liability for rent hereunder by reason of the Sublessor's repossession of the Leased Premises. Nothing herein shall be construed to limit Sublessors from utilizing any other remedy provided or authorized by law.

14. OTHER DEFAULTS. It is mutually agreed that in the event the Sublessee shall default in any of the terms and provisions of this Sublease other than payment of rent, the Sublessor may

forward written notice of such default by U.S. Certified Mail, addressed to the Sublessee as hereinbefore set forth, and the Sublessee agrees that if it be in default as set forth in such notice it will cure such default within twenty (20) days after the date of mailing of such notice (or in the event such default is of such a character as to require more than twenty (20) days to cure, the Sublessee will use diligence to cure such default). And, in the event the Sublessee shall fail to cure such default as herein set forth, the Sublessor may cure default and the cost and expense thereof shall be deemed to be additional rent to be paid by the Sublessee on the next day when fixed monthly rental shall become due and collectible. Nothing herein shall be construed to limit Sublessor from utilizing any other remedy provided or authorized by law. If, however, after due notice to the Sublessee of an opportunity to cure the same, the Sublessee shall refuse to cure or make good any such default, the Sublessor may, at its option, terminate this Sublease. Failure to give notice of any default shall not be deemed to be a waiver thereof nor consent to the continuation thereof. It is mutually agreed that in the event the Sublessor shall default in any of the terms and provisions of this Sublease, the Sublessee may forward written notice of such default by U.S. Certified Mail, addressed to the Sublessor as hereinbefore set forth, and the Sublessor agrees that if it be in default as set forth in such notice it will cure such default within twenty (20) days after the date of mailing of such notice (or in the event such default is of such a character as to require more than twenty (20) days to cure, the Sublessor will use diligence to cure such default). And, in the event the Sublessor shall fail to cure such default as herein set forth, the Sublessee may cure default and the cost and expense thereof shall be paid by the Sublessor to Sublessee within five (5) days after written demanded therefor. Nothing herein shall be construed to limit Sublessee from utilizing any other remedy provided or authorized by law. If, however, after due notice to the Sublessor of an opportunity to cure the same, the Sublessor shall refuse to cure or make good any such default, the Sublessee may, at its option, terminate this Sublease. Failure to give notice of any default shall not be deemed to be a waiver thereof nor consent to the continuation thereof.

15. BANKRUPTCY. Neither this Sublease, nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if the Sublessee shall be adjudicated insolvent or bankrupt pursuant to the provision of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of the Sublessee shall be appointed by reason of the Sublessee's insolvency or inability to pay its debt, or if any assignment shall be made of the Sublessee's property for the benefit of creditors, then and in any such events the Sublessor may at its option, in addition to the remedies provided herein, terminate this Sublease and all rights of the Sublessee herein, by giving to the Sublessee notice in writing of the election of the Sublessor so to terminate. The Sublessee shall not cause or give cause for the institution of legal proceedings seeking to have the Sublessee adjudicated bankrupt, reorganized or rearranged under bankruptcy laws of the United States, and shall not cause or give cause for the Sublessee's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or a receiver of the Sublessee or its assets, shall be conclusive evidence that the Sublessee caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment.



16. ASSIGNMENT AND SUBLEASING. Except as provided above, the Sublessee shall not assign, mortgage nor sell this Sublease, or any portion thereof, nor permit any licensee or concessionaire to operate in or use the Leased Premises without the written consent of the Sublessor first had and obtained, which consent shall not be unreasonably withheld, conditioned or delayed. The Sublessor may accept rent from any person in possession without releasing the Sublessee from this covenant. The Sublessor's right to assign this Sublease is and shall remain absolute and unqualified.

17. HOLDING OVER. In the event the Sublessee shall continue to occupy the premises after the expiration of the demised term or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year to year.

18. RIGHT TO ENTER AND VIEW. The Sublessor or its representatives may enter and view the premises hereby leased for the purpose of examining the same, provided that such entering and viewing shall be done at a time mutually agreeable to the parties and in a manner so as not to unduly interfere with the conduct of the Sublessee's business or any subtenant's business.

19. ALTERATIONS. The Sublessee shall make no alterations or additions in, upon, or to the Leased Premises, or any part thereof, without the consent of the Sublessor first had and obtained in writing, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event such consent be obtained, all such alterations or additions shall be performed at the expense of the Sublessee in a first class, workmanlike manner; and the Sublessee covenants and agrees not to create, or suffer others to create, any lien or obligation against the premises or the Sublessor by reason of the alterations or additions so authorized, and, further, to hold the Sublessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such work. All alterations or additions so made by the Sublessee shall become part of the realty, as a consequence of which the Sublessee, upon the expiration of the demised term or the cancellation thereof, shall have neither the right nor the obligation to remove the same.

20. TAXES, ETC. Sublessor shall promptly pay and discharge all general real estate taxes and special assessments levied against the Leased Premises when the same become due and payable. Sublessee shall promptly pay all personal property taxes levied against Sublessee's property situated on the Leased Premises and all license fees, permits, area charges, occupational taxes and any and all other charges assessed by reason of Sublessee's use and occupancy of the Leased Premises. Sublessor shall pay all of the real estate taxes and any personal property taxes levied or charged against Sublessor's property situated in the Leased Premises.

21. SHORT FORM SUBLEASE. At the option of the Sublessor, and upon its demand, a Short Form Sublease for recording purposes, in form and content acceptable to the parties, and which shall in no way vary or alter the terms of this Sublease, shall be executed by the parties hereto.

22. CONSTRUCTION OF THE PREMISES. Sublessor shall substantially complete

Sublessor's work pursuant to the plans and specifications attached hereto as Exhibit B and incorporated herein by reference ("**Sublessor's Work**"), at its sole cost and expense, and shall deliver the Leased Premises to Sublessee no later than \_\_\_\_\_. Sublessor's Work shall be deemed "substantially complete" upon the occurrence of all of the following: (a) Sublessor completes the Sublessor's Work; (b) a written certification from Sublessor's architect or contractor to Sublessee that, in Sublessor's architect's or contractor's professional judgment, all Sublessor's Work is substantially complete in accordance with Exhibit B; (c) the City of Platteville has issued a certificate of occupancy for the Leased Premises; and (d) all construction debris from Sublessor's Work has been removed from the Leased Premises.

23. HEADINGS, MISCELLANEOUS, NO OFFSETS, EMERGENCIES, NO PARTNERSHIPS AND NO REPRESENTATION.

a. The word "Sublessee" when used herein shall be taken to mean either the singular or the plural and shall refer to male or female, to corporations or partnerships, as the case may be, or as grammatical construction shall require.

b. The headings of the various articles of this Sublease are intended only for convenience and are not intended to limit, define, or construe the scope of any article of this Sublease, nor offset the provisions thereof. This Sublease may be executed in counterparts.

c. In case of any emergency (the existence of which shall be determined solely by the Sublessor) if Sublessee shall not be present to permit entry, Sublessor or its representatives may enter the same forcibly without rendering Sublessor or its representatives liable therefor or affecting Sublessee's obligations under this Sublease.

d. Neither the method of computation of rent nor any other provision of this Sublease shall be deemed to create any relationship between the parties hereto other than that of Sublessor and Sublessee.

e. Sublessee affirms and agrees that Sublessor and its agents have made no representations or promises with respect to the Leased Premises or the entry into of this Sublease except as in this Sublease expressly set forth and that no claim or liability shall be asserted by Sublessee against Sublessor or its agents for breach of any representations or promises not expressly stated herein.

f. Time is of the essence as to all dates and deadlines contained in this Sublease.

IN WITNESS WHEREOF, the Sublessor and Sublessee have both duly executed this Sublease and affixed their respective seals hereto, all being done on the day and year first above written.

**SIGNATURES ON FOLLOWING PAG**

**SUBLESSOR:**

MINERS DEVELOPMENT, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**SUBLESSEE:**

SOUTHWESTERN WISCONSIN COMMUNITY  
ACTION PROGRAM, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**CONSENTED TO BY:**

CITY OF PLATTEVILLE,

\_\_\_\_\_(SEAL)  
By: Karen Kurt, City Manager

\_\_\_\_\_(SEAL)  
By: Jan Martin, City Clerk

\_\_\_\_\_,  
\_\_\_\_\_(SEAL)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

LEASED PREMISES FLOOR PLAN – OLD POLICE DEPARTMENT  
(Exhibit A)

SUBLESSOR'S WORK  
(Exhibit B)