

MILL ROAD LIBRARY LEASE
6431 N. 76th STREET, MILWAUKEE
(GH 276933, CAO 10-7-2021)

LANDLORD: The Milwaukee Public Library (“**Library**”).

TENANT: City of Milwaukee (“**City**”).

TERM; LEASE DATE; EFFECTIVE DATE: November 1, 2020 through midnight on April 30, 2022 (the “**Term**”). This Lease is dated as of _____, 2022 but is effective as of November 1, 2020 (the “**Effective Date**”).

PROPERTY: 6431 N. 76th Street, Milwaukee, TIN 142-9984-119 (land and building), and associated parking serving the building, and furniture and fixtures thereat (the “**Property**”). The Library formerly used the Property as the site of the Mill Road Library.

1. **LIBRARY IS OWNER.** While record title to the Property is held by the City, the Library is the beneficial owner of the Property with statutory charge, control, and custody of the Property per Wis. Stat. 43.58 (1).

2. **LEASE; TERM.** City leases the Property from Library, subject to the provisions hereof, for the Term defined above.

3. **RENT.** City shall pay Library “**Rent**” equal to the following:

- For November and December 2020: \$0.
- For January through December 2021, excluding June and July 2021: one lump sum payment of \$100,400 due on or before February 25, 2022.
- For each of January, February, March, April 2022: \$10,040 per month with the Rent payment for the particular month being due on or before the 10th day of the month following the month for which monthly Rent is being paid.

City shall pay Rent by City check payable to Library, which check shall be mailed or hand-delivered, so that it is received by the Library on or before the due date, to:

Milwaukee Public Library
Attn: Jennifer Meyer-Stearns
814 W. Wisconsin Ave.
Milwaukee, WI 53233

4. **RECORDS.**

A. **Open Records.** This Lease and certain documents relating hereto are, or may be, subject to Wisconsin’s Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. 19.36 (3), which includes records produced or collected under this Lease). Library and City agree, they agree to cause others under their respective control, or with whom they respectively

contract concerning this Lease, to cooperate with one another in the event any of them receive a request under Wisconsin's Public Records Law for this Lease or for any record relating to, or produced or collected under this Lease which is subject to the Public Records Law.

Notwithstanding the above, the City and Library recognize (i) that, per Wis. Stat. 19.35 (1)(a), the exemptions to requirements of a governmental body to meet in open session under 19.85 are indicative of public policy that may be used as grounds for a custodian to deny public access to a record if the record custodian makes demonstration of the need to restrict public access to inspect or copy a record by an open records requester, and (ii) that Wis. Stat. Ch. 19 including 19.35 and 19.36 place certain limitations upon record disclosure.

B. INSPECTION BY ONE ANOTHER. Library and City agree to allow one another, or their respective designees and agents, at any time during normal business hours, to undertake examination of and photocopy their respective records with respect to matters covered by this Lease.

5. UTILITIES; WE ENERGIES. Library previously billed City (Health Dept.) for utilities through and including the month of December 2021 and City owes nothing further concerning those expenses.

Continuing on a monthly basis during the Term, Library will bill the City (Milwaukee Health Department) for utilities which bills City shall promptly pay. Upon request, Library shall provide documentation concerning component items associated with the billings. Utilities covered by Library's billing include: We Energies (gas, heat, electric); and City Water.

For utilities in City's name, City shall pay those utilities directly (for example, City phone and internet service if those services are obtained by City and billed directly to City).

A. Library represents to City that the Property is served by We Energies (gas, heat, electric) under Account Nos. _____ (electric), _____ (gas), and _____ (steam) and are separately metered, and that the Property will be served by those utilities during the Term.

B. Water. Library represents that the Property will be served by City water service during the Term per Library's City water account, No. _____.

C. Phone and Internet. City is responsible for engaging in its own phone and internet service at the Property during the Term if City so desires. City shall not install any wiring to the building for these services without Library's prior written approval.

D. Garbage and Trash pick-up service will be provided to the Property during the Term by City.

6. USE; COMPLIANCE WITH LAWS. City may use the Property for City-related purposes including: office and administrative use; Milwaukee Health Department use (including COVID-19 related uses such as clinic and vaccination purposes for members of the public); Milwaukee Fire Department use including MFD training.

City agrees to comply with applicable federal, state and local laws and regulations, and governmental orders, permits and licenses, concerning City's occupancy and activities at the Property.

City has exclusive use of the Property (including parking and furniture and fixtures thereat). City's use is 24 hours a day, seven days a week, during the Term.

7. PROPERTY CONDITION; MAINTENANCE; REPAIR. City is responsible for keeping the Property in a neat, clean condition, and for ensuring that the Property is appropriately cleaned, which shall include, but not be limited to, any special cleanings required by the appropriate governmental authorities with respect to the current COVID-19 virus and/or any hazardous substances used in the Property by City and/or its affiliates.

City is responsible for snow removal and grass cutting. City is responsible for routine maintenance such as light bulb changing and broken window repair.

Library is responsible for non-routine maintenance, and for repair and proper functioning of the building itself, including structure, roof, and proper functioning of building systems such as HVAC, plumbing, electrical.

8. DAMAGE. City is responsible for damage to the Property caused by, or attributable to, willful or negligent acts or omissions **(i)** by City, or **(ii)** by anyone claiming by, through, or under City.

9. ALTERATIONS. City may not alter the Property without Library's prior written consent.

10. INSURANCE. Library shall maintain in place during the Term insurance in accordance with the coverages in **EXHIBIT A** (Library's insurance certificates). *City, a governmental entity, is self-insured.*

11. LIBRARY ACCESS. In addition to Library entry rights under Wis. Stat. 704.05 (2) (including to preserve and protect the Property), Library may enter the Property at any time upon 48 hours prior written notice to City. Library entry shall be conducted in a manner to respect COVID-19 governmental orders, guidelines and precautions and so as not to unreasonably disrupt or interfere with City's use, occupancy, and/or conduct of City use.

12. INDEMNITY OF LIBRARY. City shall indemnify and hold the Library and Library's officers, directors and employees harmless against and from any and all claims, demands, actions, suits, damages, judgments, orders, liabilities or expenses, arising out of or on account of any damages or injuries to any person or persons or to property on or about the Property resulting from the occupancy of the Property by City, its employees, agents, invitees or customers (including but not limited to death or personal injury claims pertaining to COVID-19 disease).

13. NO ASSIGNMENT; NO SUBLETTING. City may not convey, transfer, assign or sublet this Lease, any right of City hereunder, or any interest in and to the Property without Library's prior written approval.

14. BREACH; REMEDIES. City is in breach if City fails to perform City's obligations under this Lease as required, or if City commits waste. Library is in breach if Library fails to perform Library's obligations under this Lease as required. Except as otherwise provided herein, Library and City have rights and remedies accorded to them under Wis. Stat. Ch. 704.

15. DEPARTURE AT TERMINATION; KEY RETURN; PERSONAL PROPERTY. Upon proper Lease termination or Term expiration, City must: vacate the Property; remove City's personal property; return all keys to Library in person or by mail; repair any damage to the Property attributable to City occupancy, departure or removal; and leave the Property in broom-clean condition.

Per Wis. Stat. 704.05 (5)(bf), this is notice to City that Library does not intend to store personal property left behind by City. Per Wis. Stat. 704.05 (5)(a)1, if City removes from the Property and leaves personal property, Library may presume that City abandoned the personal property and Library may dispose of same in any manner the Library, in its sole discretion, determines appropriate – provided, however, that Library shall provide City with 3 days prior written email notice prior to Library removal or disposal of City personal property and allow City to remove same within 48 hours after Library emailing of notice to City.

16. WISCONSIN LAW; 893.80. Wisconsin law applies. City reserves all rights at law and in equity, including, but not limited to, all rights under Wis. Stat. 893.80.

17. SMOKE & CARBON-MONOXIDE DETECTORS; FIRE SUPPRESSION. The Property is not a "residential building"¹ as defined in either Wis. Stat. 101.145 or 101.149. If smoke or carbon-monoxide detectors or fire extinguishers are not present at the Property, City may install same and remove same upon City surrender of the Property. Library informs City that the building at the Property is served by the following fire suppression system: water sprinkler system and on-site fire extinguishers.

18. LEAD-BASED PAINT RISK. Structures built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust, may pose health hazards if not properly managed. Exposure to lead may be harmful – especially to children and pregnant women.

19. NOTICES. Except as otherwise expressly provided for herein, notices under this Lease shall be in writing and shall be provided to the respective parties by personal delivery, mailing, or email (so long as successfully sent and without generating an inability to send/deliver response) as per the following. The parties may alter below contact information by providing written notice of same to the other per this section.

¹ "Residential building" under 101.145 (1)(a) is "any public building which is used for sleeping or lodging purposes and includes any apartment house, rooming house, hotel, children's home, community-based residential facility or dormitory but does not include a hospital or nursing home." Under 101.149 (1)(b) it is "a tourist rooming house, a bed and breakfast establishment, or any public building that is used for sleeping or lodging purposes" but does not include a hospital or nursing home.

<u>If to City:</u>	<u>If to Library:</u>
Dave Misky Department of City Development 809 North Broadway, 2 nd Floor Milwaukee, WI 53202 Telephone: (414) 286-8682 Email: dmisky@milwaukee.gov	Attn: Jennifer Meyer-Stearns Milwaukee Public Library 814 W. Wisconsin Ave. Milwaukee, WI 53233 Telephone: (414) 286-3024 Email: jrmeyer@milwaukee.gov

20. ENTIRE AGREEMENT; AMENDMENTS. This Lease is the entire agreement between the parties and all oral statements are of no effect. This Lease may only be amended by written document signed by both City and Library.

21. KEYS; ACCESS CODES. Library shall provide to City keys and/or access codes for all entry locks at the Property (including parking lot gates and loading dock bays) so City may access the Property, restrooms and parking.

22. SEVERABILITY. Per Wis. Stat. 704.02, the provisions of this Lease are severable such that the invalidity or unenforceability of a provision does not affect other provisions of the Lease that can be given effect.

23. COUNTERPARTS. This document may be signed in counterparts and facsimile and/or PDF or e-mail signatures shall be acceptable as originals.

IN WITNESS WHEREOF, City and Library enter this Lease as of the Effective Date specified above.

CITY: CITY OF MILWAUKEE	LIBRARY: MILWAUKEE PUBLIC LIBRARY
By: _____ Mayor Cavalier Johnson	By: _____
CITY CLERK	Name Printed: _____
_____	Title: _____
James R. Owczarski, City Clerk	Library Board Resolution dated: _____
COUNTERSIGNED	

Aycha Sawa, City Comptroller	

CITY ATTORNEY

Gregg Hagopian, Asst. City Attorney

Common Council Resolution # _____

EXHIBIT A – LIBRARY INSURANCE CERTIFICATE
(City is Self-Insured)