

**EARLY VOTING LEASE, 5101 W. OKLAHOMA AVENUE
NOVEMBER 2022 GENERAL ELECTIONS
(AC 280484, CAO 6-6-2022)**

LANDLORD: American Serb Hall (“**Landlord**”).

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

EFFECTIVE DATE: MONDAY, OCTOBER 24, 2022 THROUGH SUNDAY, NOVEMBER 6, 2022.

PROPERTY: 5101 W. Oklahoma Avenue, Milwaukee, TIN 530-1179-111 (land and building) and associated parking serving the building (the “**Property**”).

PREMISES; EXISTING FURNITURE: Use of ¼ of the Wisconsin Room of the American Serb Hall as well as common areas of the floor (including the lobby, elevators and restrooms on the floor) and loading docks and bays (the “**Premises**”); together with right to access those spaces; right to use the restroom and other facilities at the Premises; and the right to park vehicles in the parking lot at and serving the Property. City’s use is 8:30 a.m. to 6:30 p.m. during the week starting October 24, 2022, and 9:30 a.m. to 3:30 p.m. during the weekends through November 6, 2022. The only exception is to extend the City’s use of the Premises on Sunday, November 6, 2022 to 6:00 p.m.

City may also use existing furniture at the Premises, including desks, chairs, and tables.

1. **LANDLORD SOLE OWNER.** Landlord is sole owner of the Property and has the right to rent same.

2. **LEASE.** City leases the Premises from Landlord, subject to the provisions hereof, for the following term period:

- **Term:** commencing at 8:30 a.m. on **MONDAY, OCTOBER 24, 2022** through 6:00 p.m. on **SUNDAY, NOVEMBER 6, 2022** (“**Term**”)

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

- A fee of \$15,000 for the Term which also covers the cost of utilities of Landlord for the Premises (gas, heat, electricity, water, and trash – See Section 5).

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

American Serb Hall
Attn: Walt Ninkovich
5101 W. Oklahoma Avenue
Milwaukee, WI 53219

4. RECORDS.

A. **Open Records.** This Agreement 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 Agreement). Landlord shall, and agrees to cause others under its control, or with whom Landlord contracts concerning this Agreement, to cooperate with the City in the event any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.

Notwithstanding the above, the City and Landlord 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. 19.85 (1)(e) allows a record custodian to consider competitive reasons.

B. **Inspection by City.** Landlord agrees to allow the City's DCD Commissioner, the City's Comptroller, or their respective designees and agents, at any time during normal business hours, to undertake examination of and photocopy Landlord's records with respect to matters covered by this Lease.

5. UTILITIES.

A. Landlord represents to City that the Premises are served by We Energies (gas, heat, electric) and that the Premises will be served by those utilities during the Term.

B. Water. Landlord represents that the Premises will be served by City water service during the Term per Landlord's City water account.

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

D. Garbage and Trash pick-up service will be provided to the Premises during the Term by Landlord's commercial trash pick-up service.

6. USE; COMPLIANCE WITH LAWS. City may use the Premises for the following City-conducted governmental purpose: on-site polling location for voting by the general public.

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 Premises.

7. PROPERTY CONDITION; MAINTENANCE; REPAIR. City is responsible for keeping the Premises in a neat, clean condition. Landlord is responsible for snow removal, lawn care, elevator functioning, HVAC and plumbing and electrical systems functioning.

8. DAMAGE. City is responsible for damage to the Property or Premises 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 or Premises, without Landlord's prior written consent.

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

11. LANDLORD ACCESS. In addition to Landlord entry rights under Wis. Stat. 704.05 (2) (including to preserve and protect the Property and Premises), Landlord may enter the Property at any time upon 48 hours prior written notice to City.

12. INDEMNITY OF LANDLORD. The City shall indemnify and hold the Landlord and Landlord'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 Premises resulting from the occupancy of the Premises by City, its employees, agents, invitees or customers.

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 Premises without Landlord'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. Landlord is in breach if Landlord fails to perform Landlord's obligations under this Lease as required. Except as otherwise provided herein, Landlord 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 Premises; remove City's personal property; return any keys to Landlord in person or by mail; repair any damage to the Property or Premises attributable to City occupancy, departure or removal; and leave the Premises in broom-clean condition.

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

notice prior to Landlord removal or disposal of City personal property and allow City to remove same within 48 hours after Landlord 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. City agrees that the Premises are 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 Premises, City may install same and remove same upon City surrender of the Premises. Landlord 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.

<u>If to CITY:</u>	<u>If to TENANT:</u>
Dave Misky Department of City Development 809 North Broadway, 2 nd Floor Milwaukee, WI 53202 Telephone: (414) 286-8682 Email: dmisky@milwaukee.gov <u>WITH COPY TO:</u> Claire Woodall-Vogg City Election Commission 200 E. Wells St, Room 501 Milwaukee, WI 53202 Telephone: (414) 286-3491 Email: cwooda@milwaukee.gov	Attn: Walt Ninkovich American Serb Hall 5101 West Oklahoma Avenue Milwaukee, WI 53219 Telephone: (262) 623-2366 Email:americanserbhall@gmail.com

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 Landlord.

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.

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

22. "AS-IS" CONDITION. Tenant shall take the Premises in "As-Is" Condition.

23. 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.

24. 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 Landlord enter this Lease as of the Effective Date specified above.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK</p> <p>_____ James R. Owczarski, City Clerk</p> <p>COUNTERSIGNED</p> <p>_____ Aycha Sawa, City Comptroller</p> <p>CITY ATTORNEY APPROVAL (MCO 304-21)</p> <p>_____ Alex Carson, Asst. City Attorney</p> <p>Common Council Resolution # _____</p>	<p>LANDLORD: AMERICAN SERB HALL</p> <p>By: _____ Walt Ninkovich, Authorized Signatory</p>
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EXHIBIT A – LANDLORD INSURANCE CERTIFICATE
(City is Self-Insured)