

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4171

Authorizing the CDA to enter into a lease with Support Broker Consultants, Inc. for office space at The Village on Park.

Presented February 11, 2016
Referred _____
Reported Back _____
Adopted February 11, 2016
Placed on File _____
Moved By Daniel Guerra, Jr.
Seconded By Sheri Carter
Yeas 5 Nays 0 Absent 2
Rules Suspended _____

WHEREAS, the Community Development Authority of the City of Madison (the "CDA") is the owner of The Village on Park, located at 2300 South Park Street; and

WHEREAS, the CDA and Support Broker Consultants, Inc. have negotiated the below terms and conditions to the lease (the "Lease") which provides for office space located in Suite 2023 at The Village on Park.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes the execution of a lease ("Lease") between the CDA and Support Broker Consultants, Inc. (the "Lessee") on the following general terms and conditions:

1. Leased Premises: 2300 South Park Street, Suite 2023, consisting of approximately 350 square feet of rentable square feet, as shown in the attached Exhibit A.
2. Building: The Village on Park mall in its entirety (the "Building").
3. Landlord: Community Development Authority of the City of Madison ("CDA")
4. Tenant: Support Broker Consultants, Inc. ("Lessee")
5. Use: Lessee shall be permitted to use the Leased Premises for general office purposes. Upon approval of the CDA's property management team, Lessee may be permitted to use the Building's community room, for up to eight (8) hours per calendar month. Lessee shall provide a minimum of three (3) days' notice to the CDA's property management team of its desire to use the community room, which is subject to availability.
6. Initial Term: Three (3) years and one and one-half (1.5) months, totaling 37.5 months, commencing on March 15, 2016 (the "Delivery Date") through April 30, 2019 (the "Initial Lease Term").
7. Delivery Date: The Delivery Date of the Leased Premises to the Lessee is currently estimated to be March 15, 2016. If the delivery of the Leased Premises is delayed due to any hazardous environmental abatement of the Leased Premises, the CDA shall provide to Lessee a temporary suite in the north building (the "Temporary Suite") in an "as-is" condition. The Temporary Suite is identified in Exhibit B which is attached hereto. The below "Base Rent" schedule shall also apply to the Temporary Suite, and rental payments shall commence as shown below. Lessee shall have a reasonable time to move from the Temporary Suite to the Leased

Premises upon completion of the "CDA's Improvements," as described below.

8. Rental Rate: "Base Rent" shall be according to the following rent schedule:
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|---------------------------------|--------------------|
| Months 1 – 1.5 (1.5 months): | \$0.00 per month |
| Months 1.5 – 13.5 (12 months): | \$375.00 per month |
| Months 13.5 – 25.5 (12 months): | \$390.00 per month |
| Months 25.5 – 37.5 (12 months): | \$405.00 per month |
9. Renewal Option: Upon agreement of the parties, the Lease may be renewed for five (5) subsequent two (2)-year terms (individually referred to as "Renewal Term 1," "Renewal Term 2," "Renewal Term 3," "Renewal Term 4," "Renewal Term 5," and collectively referred to as the "Renewal Terms"). Lessee shall provide the CDA written notice of its desire to renew the Lease no later than one hundred eighty (180) days prior to the expiration of the Initial Lease Term or current Renewal Term. Base Rent during Renewal Terms shall increase by three percent (3%) per year compounded annually.
10. Operating Expenses: The Lease shall be a gross lease. The CDA shall be responsible for paying prorated real estate taxes, common area maintenance charges, Building insurance premiums and all utilities for the Leased Premises.
- The Lessee shall be responsible for paying all telephone, internet and data charges, in-suite janitorial and any other services associated with the Leased Premises.
11. Assignment and Subletting: Lessee shall neither sublease the Leased Premises, or any portion thereof, nor assign its interest in the Lease without the CDA's prior written consent, which consent the CDA may withhold in its sole discretion.
12. Repairs & Maintenance: The CDA shall be responsible for the maintenance and repair of the roof, exterior building walls and foundation of the Building during the Initial Lease Term and any subsequent Renewal Term. The CDA shall also be responsible for the repairs, maintenance and replacement of the Leased Premise's HVAC unit, ceiling tile, light fixtures and light bulbs.
13. Tenant Improvements: Lessee may install tenant improvements, furniture, fixtures, and equipment in the Leased Premises with the CDA's written approval. Lessee shall also remove the approved tenant improvements and personal property upon expiration or termination of the Lease.
14. Landlord Improvements: The CDA shall complete the following work (the "CDA Improvements"), at its own expense, prior to the Delivery Date. However, if the Delivery Date is delayed due to the asbestos abatement process, then the CDA will complete the CDA Improvements thereafter and the Lessee will move into its Temporary Suite until completion.
- a. Install new carpet and cover base trim in the Leased Premises. Samples to be provided to Lessee by the CDA.

- b. Install a minimum of one (1) but no more than two (2) new phone/data outlet jacks in the Leased Premises with tube conduits behind the drywall – locations to be determined.
- c. Ensure and warranty proper functionality of existing electrical outlets and phone/data outlets.
- d. Install one (1) light switch and one (1) new light fixture in Leased Premises to code. Lessee prefers a parabolic egg-crate T8 fixture.
- e. Drywall or install double locking door lock onto door that connects Leased Premises with suite 2022.
- f. Install Lessee's trade name/logo/sign on the Building's directory and install a suite sign consistent with those in the atrium portion of the Building.
- g. Install window blind(s) on the windows within the Leased Premises.

15. Security Deposit: Lessee shall pay to the CDA a security deposit of \$350.00 upon execution of the Lease.
16. Personal Guarantee: No Personal Guarantee shall apply. Lessee is a nonprofit business and will show documentation of nonprofit status.
17. Leasing Commission: Plato Commercial Real Estate, LLC shall be due a leasing commission in the amount of \$421.20 for the Initial Term and Plato will also be paid an additional 3% of the total Base Rent if the Lessee extends any of the Renewal Terms.

BE IT RESOLVED that the Chair and Secretary of the CDA are hereby authorized to execute, deliver and record the Lease. In addition, authorization is hereby provided to allow the Secretary of the CDA to execute the contracts for the purchase of services for: (i) the asbestos abatement and restoration of duct work and infrastructure that was removed in order to perform said abatement in an amount not to exceed \$11,600; (ii) the aforementioned Landlord Improvements in an amount not to exceed \$6600, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution.