

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4383

Authorizing a lease with Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County for space in the North Building at the Village on Park for COVID-19 related matters.

Presented July 9, 2020
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays _____ Absent _____
Rules Suspended _____
Legistar File Number _____

RESOLUTION

WHEREAS, the Community Development Authority (“CDA”) is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the “Property”), more particularly described in the attached Exhibit A; and

WHEREAS, the Property is improved with a commercial building known as The Village on Park (the “Building”); and

WHEREAS, Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County (the “Lessee”) would like to lease space at 2312 S. Park Street which is located in the Building; and

WHEREAS, the parties agree to enter into a lease to set forth the terms and conditions of the Lessee’s use of such space.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the “CDA”) hereby authorizes the execution of a lease agreement (the “Lease”) with the Lessee for office space at the Village on Park on substantially the following general terms and conditions:

1. Premises. The CDA hereby grants the Lessee the right to occupy and use that certain portion of the North Building, as depicted in the attached Exhibit B, pursuant to the provisions herein (the “Premises”).
2. Lease Term. Twelve (12) months and 4 days, commencing on July 27, 2020 and ending on July 27, 2021 (“Initial Lease Term”).
3. Rent. The Lessee shall pay to the CDA each month One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) (the “Rent”). Rent for July 2020 will not be collected.
4. Renewal Option. The Lease may be renewed for one (1) year (the “Renewal Term”). Lessee shall provide the CDA written notice of its desire to renew the Lease no later than four (4)

weeks prior to the expiration of the Initial Lease Term. Rent during the Renewal Term shall increase to \$1803 per month.

5. Hold Over. The Lessee shall surrender the Premises upon the termination of the Lease.
6. Use. Lessee shall use the Premises for COVID-19 testing and related matters. The Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities.
7. Repairs & Maintenance.
 - a. The CDA shall be responsible for the maintenance and repair of the foundations, roof, sub-flooring and structural portions of the walls of the Premises, and HVAC serving the Premises, in good condition and repair. The CDA shall also be responsible for the maintenance and repair of the Common Areas of the Building.
 - b. The Lessee shall keep the Premises, every part thereof, and any fixtures, facilities, equipment contained within or serving the Premises, in good condition and repair and shall keep the Premises clean, and attractive in appearance. Lessee shall have all trash generated from the Premises removed on a daily basis or more frequently as needed.
 - c. The Lessee shall be responsible for the cost and expense of repairs/replacements required by reason of acts or omissions of the Lessee, its employees, agents, invitees, vendors, licensees or contractors.
8. Operating Expenses. The Lease shall be a modified gross lease. The CDA shall be responsible for paying prorated real estate taxes, common area maintenance charges, insurance premiums, trash related to the Premises, except as herein provided.

The Lessee shall be responsible for paying all telephone, internet and data charges, in-suite janitorial, and any other additional requested services associated with the Premises. Further, Lessee shall be responsible for paying for the separately metered gas and electric, and water, sanitary, storm and urban forestry expenses based on actual charges.

9. Special Conditions.
 - a. The Lessee shall be responsible for any extraordinary costs resulting from its use of the Premises (e.g., security services, etc.).
 - b. The CDA is providing Lessee with keys to the Premises to be used by staff only. Upon termination of the Lease, Lessee shall return the keys to the CDA.
 - c. The CDA will provide three parking stalls to be signed for the Use of the Premises near the WIC Clinic.
 - d. Standard Property rules and regulations for Lessee will be applicable to this lease.
 - e. Lessee accepts the Premises on an "as-is" broom clean basis.

- f. At the end of the Lease Term, Lessee shall sanitize the Premises and leave it in a broom clean condition.

BE IT RESOLVED that the Chair and Secretary of the CDA are hereby authorized to execute, deliver and record the Lease, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution in a lease form authorized by the City Attorney.

EXHIBIT A

Legal Description of the Property

Lot 2, Certified Survey Map No. 13468, City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251-0709-352-0406-9

EXHIBIT B

Premises

