

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4292

Authorizing the execution of a Space Use Agreement with Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County for placement of a Mamava unit at the Village on Park.

Presented September 20, 2018
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 of the City of Madison (the “CDA”) is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the “Property”), ; 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 “User”) would like to place a Mamava lactation pod (“Mamava”) in the lower level of the Building; and

WHEREAS, the parties agree to enter into a Space Use Agreement (the “Agreement”) to set forth the terms and conditions of the User’s use of such space.

NOW THEREFORE BE IT RESOLVED that the CDA hereby authorizes the execution of a Space Use Agreement with the User for placement of a Mamava in the Building on substantially the following general terms and conditions:

1. Premises. The CDA hereby grants User the right to occupy and use that certain portion of the Building (the “Premises”), as depicted in the attached Exhibit A, pursuant to the provisions herein.
2. Term. The term of this Agreement shall commence as of October 1, 2018 (the “Effective Date”), and shall expire on December 30, 2021 (the” Expiration Date”). User in its sole discretion, upon thirty (30) days prior written notice to the CDA can terminate this Agreement. The CDA can terminate this Agreement if User was provided written notice of a default and said default continues to be uncured after the thirty (30) days written notice of default from CDA to User.
3. Options to Extend. User shall have two (2) options (each an “Extension Option”) to extend the Term of this Agreement with respect to all of the Premises for consecutive periods of

five (5) years each (each an “Option Term”), provided that CDA receives written notice from User of its election to exercise the applicable Extension Option not later than the date that is nine (9) months prior to the first day of the applicable Option Term

4. Hold Over. User shall surrender the Premises upon the Expiration Date or termination of this Agreement. Any holdover not consented to by the CDA in writing shall not result in a new period of use or interest and, in such case, the CDA may treat User as a trespasser.
5. Use. User will occupy and use the Premises for placement and use of the Mamava only, and for no other purposes whatsoever without the CDA’s prior written consent, which consent the CDA may withhold in its sole discretion. User is responsible for complying with all applicable ordinances, codes, statutes, laws, and obtaining all permits required for any such use. Specifications for the Mamava are outlined in Exhibit C.
6. User Fee. No User Fee is payable under this Agreement.
7. Maintenance.
 - a. User shall, at its own expense, keep and maintain the Premises in a clean and presentable condition consistent with good business practice, and in a manner consistent with the preservation/protection of the general appearance of the immediate vicinity. Maintenance responsibilities include, but shall not be limited to: interior and exterior cleaning, and the removal of garbage and debris.
 - b. User shall be responsible for the cost and expense of repairs/replacements required by reason of acts or omissions of User, its employees, agents, invitees, vendors, licensees or contractors.
8. Special Conditions.
 - a. User shall be responsible for any extraordinary costs resulting from its use of the Premises (e.g., security services, etc.). However, User is allowed to plug the Mamava into the common power system at no cost.
 - b. User shall be responsible for keeping the Mamava secure, and providing a combo and key lock to the Mamava. User’s employees will have the combo lock number and can utilize the Mamava at their convenience. Non-employees will have to check out a key from the front desk of User.
 - c. The Mamava shall be allowed on the Premises at the sole risk of User, and the CDA shall not be liable for damage thereto nor theft or misappropriation thereof.
 - d. User must comply with the Building’s rules and regulations provided in the attached Exhibit B.
 - e. User will pay for small signage on the Building’s directory or near the entrance to the stairs in the Atrium that indicates Mamava is on the lower level and key checkout is in their second floor Public Health Suites at the front desk. The CDA must approve the content, location and size of the sign.

BE IT FURTHER RESOLVED that the Secretary of the CDA is hereby authorized to execute, deliver the Space Use Agreement, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution in a form authorized by the City Attorney.

EXHIBIT A

Premises

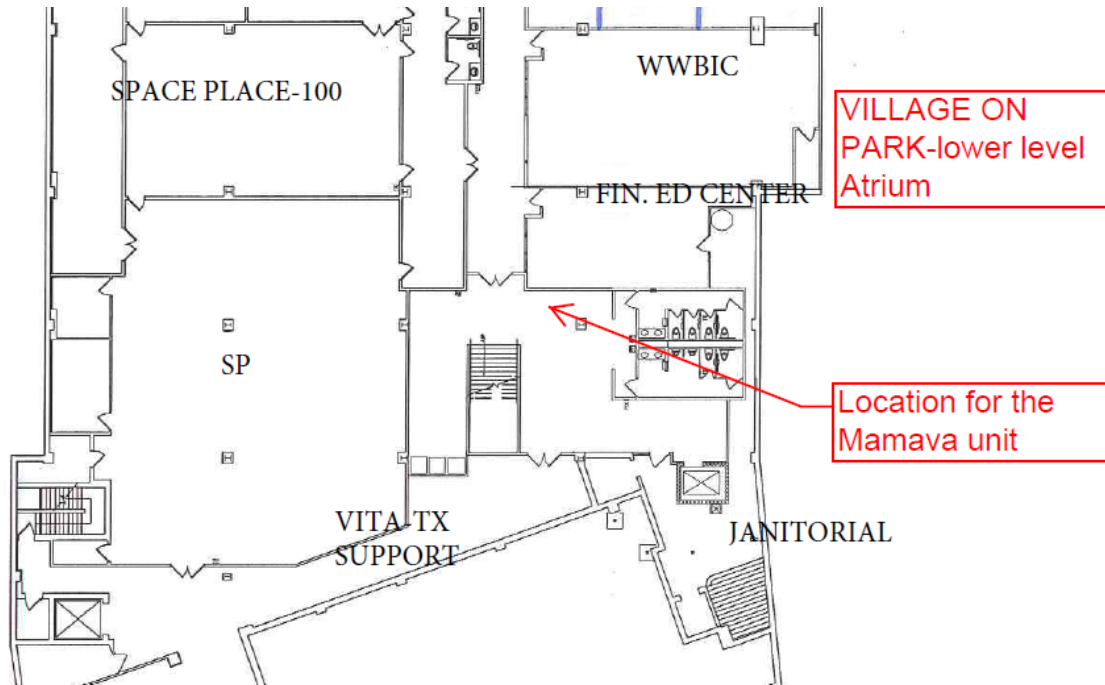


EXHIBIT B

PROPERTY RULES AND REGULATIONS

Owner is defined herein to be either the CDA and/or its agent Founders3 (the "Owner")

1. Users, vendors and contractors are to abide by all Building rules & regulations, including certificate of insurance requirements. Certificates of Insurance are to be kept current on file in the Founders 3 Real Estate Office. Certificates of Insurance must have these requirements prior to commencing work on the Property.
2. User shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Building. The Owner shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Owner would be prejudicial to the safety, character, reputation and interests of the Building and its Users; provided that nothing herein contained shall be construed to prevent such access to persons with whom any User normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Subject to the provisions of the Lease, no User and no employee or invitee of any User is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Owner's consent.
3. User shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. User shall not use or permit to be used in the Premises any foul or noxious gas or substance, do or permit anything to be done in the Premises which materially obstructs, materially interferes, or materially injures Owner or other Users, nor shall User bring into or keep in or about the Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
4. Except as specified in User's Plans or the Lease, User shall not use any method of heating or air conditioning other than that supplied or approved by Owner.
5. User shall not waste electricity, water or air conditioning and agrees to cooperate fully with Owner to assure the most effective operation of the Building's cooling system by complying with any reasonable governmental energy saving rules, laws or regulation of which User has actual notice and which does not adversely affect the conduct of User's business. The Owner set back suite thermostats in a manner to reduce energy during times when the premises is not occupied. Please contact Founders 3 Real Estate regarding hours relating to the setback schedule for your thermostat.
6. Owner reserves the right to exclude from the Building between the hours of 9 pm to 7:00am (Monday - Friday); before 9 a.m. and after 4 p.m. on Saturday and Sunday and on legal holidays, any person unless that person has a pass and/or furnishes proper identification to Owner's security personnel. Owner reserves the right to prevent access to the Building in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.
7. All water faucets or other water apparatus, and except with regard to User's computers and other equipment, which requires utilities on a twenty-four hour basis, all electricity switches should be shut off before User and its employees leave the Premises.

8. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein.

9. Owner reserves the right to exclude or expel from the Property any person who, in Owner's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Property.

10. User shall not place in any trash receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All refuse disposal by User shall be made in accordance with directions issued by Owner.

11. User shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Owner and that are consistent with the Lease or any governmental agency.

12. Owner shall enforce the Rules and Regulations in a non-discriminatory manner. If Owner agrees to less burdensome or more favorable rules and regulations for the benefit of any other User, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable rules and regulations.

13. These Rules and Regulations are in addition to the terms, covenants and conditions of the Lease for use of Premises in the Building. In the event these Rules and Regulations conflict with any provision of the Lease, the Lease shall control.

14. Smoking is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.

15. Owner reserves the right to make reasonable additions and modification to the Rules and Regulations.

EXHIBIT C

Mamava SPECIFICATIONS



SPECIFICATIONS



- Interior surface is food-service-grade material for fast and easy cleaning.
- Open grid ceiling for ventilation and fire sprinkler access.
- Motion activated interior lighting and ceiling vent.
- Retractable casters for easy relocation.
- Interior duplex outlet and USB port for plugging in breast pump and charging devices.
- Mirror, benches, fold-down table.
- Suite is unlocked using Mamava's mobile app and Bluetooth enabled proprietary SmartLock.
- Electrical: UL-approved 20 amp circuit (unit draws <14 amps). Unit plugs into standard wall outlet and requires no hard wiring.
- ADA features 60" turn-around, dual supports bars, ADA-approved tilt mirror.

900lbs
9'5" x 5'4" x
7'3"

Requires 8' for
height, 10' for
length, 6' for
door swing