

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4303

Authorizing a temporary space use agreement with The County of Dane for office space in the North Building at the Village on Park.

Presented December 13, 2018
Referred _____
Reported Back _____
Adopted December 13, 2018
Placed on File _____
Moved By Allen Arntsen
Seconded By Sariah Daine
Yeas 5 Nays 0 Absent 1
Rules Suspended _____
Legistar File Number 54042

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, The County of Dane (the "User"), a Wisconsin municipal corporation, would like to use space in the north end of the Building ("North Building"); and

WHEREAS, the parties agree to enter into this agreement to set forth the terms and conditions of the User's use of such space.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes a temporary space use agreement (the "Agreement") with the User within the Village on Park on the following terms and conditions:

1. Premises. The CDA hereby grants the User the right to occupy and use that certain portion of the North Building (the "Premises"), as depicted in the attached Exhibit B, pursuant to the provisions herein.
2. Term. This Agreement shall be for a term of approximately four (4) months commencing on December 13, 2018 and expiring on April 15, 2018 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 12.
3. Hold Over. The User shall surrender the Premises upon 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 the User as a trespasser.
4. Use. The User will occupy and use the Premises for office purposes only in connection with the UW Extension Financial Education Center alliance to support VITA during tax season, and for no other purposes whatsoever without the CDA's prior written consent,

which consent the CDA may withhold in its sole discretion. The User is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities.

5. User Fee.

- a. During the term of this Agreement, the User shall pay to the CDA a "User Fee" of Fifty and 00/00 Dollars (\$50.00) per month.
- b. Throughout the term of this Agreement the User Fee shall be payable in advance on or before the 15th day of each month.
- c. The User Fee is to be made payable to the CDA and sent or personally delivered to the address provided in Paragraph 17.

6. Maintenance.

- a. The 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 and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, cleaning and removal of garbage and debris.
- b. The User shall be responsible for the cost and expense of repairs/replacements required by reason of acts or omissions of the User, its employees, agents, invitees, vendors, licensees or contractors.

7. Special Conditions.

- a. The User accepts the Premises in "as-is" condition. Any modifications to the Premises by the User shall be subject to the prior written approval of the CDA and shall be at the User's sole cost and expense.
- b. The User shall be responsible for any extraordinary costs resulting from its use of the Premises (e.g., security services, etc.).
- c. The User shall be responsible for keeping the North Building and Premises secure.
- d. The CDA is providing User with two access cards to the North Building to be used by staff only. Upon termination of this Agreement, User shall return the two access cards to the CDA.
- e. All property belonging to the User, its employees, agents and invitees shall be there at the risk of the User, and the CDA shall not be liable for damage thereto nor theft or misappropriation thereof.
- f. The User shall not disturb the other tenants in the North Building.
- g. Additional building rules and regulations for tenants are provided in the attached Exhibit C.

8. Insurance and Indemnification. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
9. Hazardous Substances; Indemnification. The User represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The User further agrees to hold the CDA and the City of Madison, Wisconsin harmless from and indemnify the CDA and the City of Madison, Wisconsin against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the CDA, the City of Madison, Wisconsin or their employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property.
10. Default. In the event of the User's default hereunder, after the CDA gives the User written notice thereof, the CDA, in addition to all other rights and remedies accorded by law or in this Agreement, shall have the right to immediately terminate this Agreement and remove the User from the Premises.
11. Termination. Either party shall have the right to terminate this Agreement, at its sole discretion, upon thirty (30) days prior written notice to the other party.
12. Right of Entry. The CDA, the City of Madison, and their representatives shall have the right to enter upon the Premises at any time.
13. Assignment. The User shall not assign this Agreement or allow any other persons or entities to use the Premises, or any portion thereof, without the prior written consent of the CDA, which consent the CDA may withhold in its sole discretion.
14. Notices. All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent US Postal Service or by email to the address of the parties specified below:

For the CDA: The Village on Park
 c/o Founders 3 Real Estate Services
 252 E. Highland Avenue
 Milwaukee, WI 53202
 Email: eboswell@founders3.com

For the User: The County of Dane
 University of Wisconsin-Extension
 Financial Education Center
 15201 Fen Oak Drive, Suite 138
 Madison, WI 53718-8827
 Attn: Financial Education Center Director
 Email: neubauer@countyofdane.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

15. No Waiver. Failure or delay on the part of any party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Agreement, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
16. Removal and Disposal of Personal Property. Upon the expiration or termination of this Agreement, the User shall remove all personal property from the Premises. If the User leaves any personal property on the Premises, the CDA shall have the right to dispose of said property, without liability, seven (7) days after the User vacates the Premises and bill User for the cost to dispose of the User's property.

BE IT FURTHER RESOLVED that the Secretary is hereby authorized to execute and deliver the 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

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

