

Guidelines for Entering into Agreements on Behalf of the Madison Public Library

The Madison Public Library prefers to take ownership of facilities housing libraries as either a stand-alone property or as a unit within a mixed-use development. When the library is proposed as an owned unit within a mixed-use facility, negotiated points for the unit should include:

- A clause that ensures that library mechanicals, building elements, and access are protected by the condominium agreement and not subject to change by the developer;
- The stipulation that all Common Area Charges are submitted to the library in a detailed rather than generalized format;
- We suggest that issues involving mixed-use development parking, landscape, lighting, noise abatement, and signage should be decided by the library and the developer as equal partners, regardless of the number of “votes” held by the library;
- The inclusion in condominium (or, in renting scenarios, lease) agreements of wording that restrains or prevents the development/mixed-use owner/developer from further development/additional construction to the site in a manner that would restrict or inhibit visibility from and to the library;
- A clause that underscores the City of Madison’s commitment to sustainability by negotiating with developers/landlords to abstain from the use of pesticides in landscaping treatments and to provide an adequate number of recycle bins and;
- City and Library input on building elements that may impact the library but are not owned by the library, such as sidewalks that encircle a mixed- use facility but are owned and operated by the developer.

Renting facilities places increasing strain on the library’s operating budget, and is therefore discouraged by the library. When renting is necessary, negotiators are asked to keep the above parameters in mind when contracting a lease and to include as many of them as possible within the final agreement.