

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4401

Authorizing a lease with Urban Triage Incorporated for space at the Village on Park.

Presented 7/9/2020

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, Urban Triage Incorporated (the "Lessee") seeks 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 terms and conditions:

1. Premises. The CDA hereby grants the Lessee the right to occupy and use the space located at 2312 S. Park Street as depicted in the attached Exhibit B, pursuant to the provisions herein (the "Premises").
2. Lease Term. Two (2) years; commencing when the current tenant vacates the Premises (the "Commencement Date") and ending two years thereafter ("Initial Lease Term").
3. Rent. The Lessee shall pay to the CDA by the first day of each calendar month Three Thousand Four Hundred Dollars (\$3,400.00) (the "Rent"). If the Commencement Date occurs in July 2020, Rent will not be collected for any partial days in said month. If the Commencement Date occurs in August, then the Lessee shall pay a prorate share of Rent for said month.
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. The Rent during the Renewal Term shall be \$3470 per month.

5. Security Deposit. Lessee shall pay Lessor when the Lease is executed a security deposit in the amount of Three Thousand Four Hundred Dollars (\$3,400.00).
6. Hold Over. The Lessee shall surrender the Premises upon the termination of the Lease.
7. Use. Lessee shall use the Premises as office space. The Lessee is responsible for following all applicable ordinances, codes, statutes, and laws.
8. Repairs & Maintenance.
 - a. The CDA shall be responsible for the maintenance and repair of the roof, sub-flooring and structural portions of the walls of the Premises, and HVAC serving the Premises. 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 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. Lessee is responsible to change any light bulbs in the Premises at its cost.
 - d. Lessee is responsible for the repair and maintenance of the plumbing fixtures and systems at its cost.
 - e. 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.
9. 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, the repair and maintenance of any light fixtures (excluding light bulbs), and HVAC equipment contained within or serving the Premises, and 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.

10. 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. Standard Property rules and regulations will be applicable to this Lease.
- d. Lessee accepts the Premises on an “as-is” broom clean basis.
- e. At the end of the Initial Lease Term or Renewal Term if exercised, Lessee shall leave the Premises 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

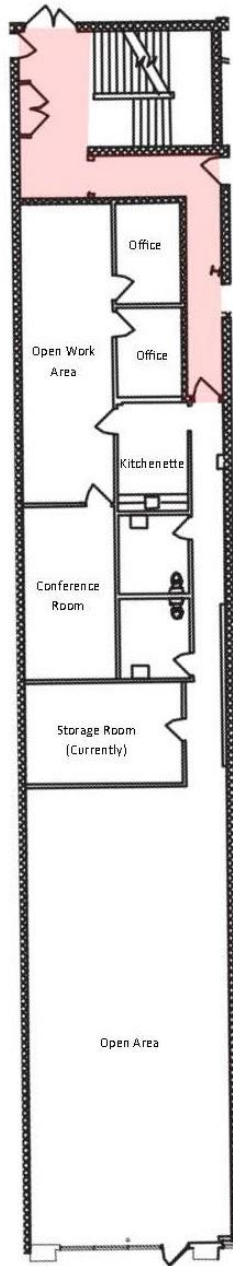
Legal Description of the Property

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

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

EXHIBIT B

Premises



The pink shaded area is shared with the adjacent tenant.