

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4280

Authorizing a temporary space use agreement with AARP for space in the basement of the North Building at the Village on Park.

Presented June 14, 2018
Referred _____
Reported Back _____
Adopted June 14, 2018
Placed on File _____
Moved By Daniel G. Guerra, Jr.
Seconded By Sheri Carter
Yeas 5 Nays 0 Absent 1
Rules Suspended _____
Legistar File Number 51933

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, AARP, or an affiliated entity such as AARP Foundation, (the "User") would like to use space in the basement of 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 Building (the "Premises"), as depicted in the attached Exhibit B, pursuant to the provisions herein.
2. Term. The term of this Agreement shall be month-to-month, beginning as of June 1, 2018 (the "Effective Date"), and shall continue unless otherwise terminated.
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 tax preparation services and storage 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. Security Deposit. A security deposit in the amount of Two Hundred Dollars (\$200) is due upon the execution of the Agreement.
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 Premises secure, and providing its own lock to the storage areas.
 - 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 tenants in the North Building.
 - g. When the User departs the Building it shall turn off all lights in the basement.
 - h. Additional building rules and regulations for tenants are provided in the attached Exhibit C.

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 AARP Temporary Space Use Agreement

Premises



EXHIBIT C

TENANT BUILDING RULES AND REGULATIONS

1. Tenants, 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. Office and Retail tenants with east facing windows must use Landlord approved blinds. Expense is a sole cost of Tenant subject to provisions of the Agreement. No awning shall be permitted on any part of the Premises. Tenant shall not place anything against or near glass partitions or doors or windows which may appear incompatible with the exterior architecture of the Building. Retail tenants must properly merchandise exterior windows in a manner that promotes a quality visual appeal in the discretion of the Landlord.
3. Tenant shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the building. The Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Subject to the provisions of the Agreement, no tenant and no employee or invitee of any tenant is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Landlord's consent.
4. Except as expressly provided in the Agreement, the directories of the Building will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom.
5. All cleaning and janitorial services for the Atrium Tenants and shall be provided exclusively through Landlord, and except with the written consent of Landlord pursuant to the Agreement, no person other than those approved by Landlord shall be employed by Tenant or permitted to enter the Building for the purpose of cleaning the same. Subject to Landlord's indemnification of Tenant in the Agreement, Landlord shall not in any way be responsible to any Tenant for any loss of any property on the Premises, however occurring, or for any damage to any Tenant's property by the janitor or any other employee or any other person.
6. Landlord will furnish Tenants, free of charge, with two (2) keys to the main door lock for the Premises. Landlord may make a reasonable charge for any additional keys. Office Tenants shall not alter any lock or install a new additional lock or bolt on any door of its Premises without providing Landlord with additional keys. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord for Landlord's out of pocket cost for replacing such keys.
7. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's reasonable instructions in their installation, as provided in the Agreement.

8. The elevator for freight shall be available for use by all tenants in the Building, subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. No equipment, furniture, or large merchandise or other similar property will be received in the Building or carried in the passenger elevators.

9. Except as may be approved by Landlord as part of the Final Plans for the initial Tenant Improvements, Tenant shall not place a load upon the Premises exceeding the average pounds of live load per square foot of floor area specified for the Building by the Building's Plans with the partitions to be considered a part of the live load, without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10. Tenant 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. Tenant 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 Landlord or other tenants, nor shall Tenant bring into or keep in or about the Premises any birds or animals, except seeing eye dogs when accompanied by their masters.

11. Except as specified in Tenant's Plans or the Agreement, Tenant shall not use any method of heating or air conditioning other than that supplied or approved by Landlord.

12. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's cooling system by closing window coverings and to comply with any reasonable governmental energy saving rules, laws or regulation of which Tenant has actual notice and which does not adversely affect the conduct of Tenant's business. Tenant shall set back suite thermostats in a manner to reduce energy during times when the premises is not occupied. Please contact Founders 3 Real Estate for instructions on use of your thermostat.

13. Landlord reserves the right to exclude from the building between the hours of 6:30pm to 7:00am (Monday - Friday); All day Saturday and Sunday and on legal holidays, any person unless that person has a pass and/or furnishes proper identification to Landlord's security personnel. Landlord 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.

14. All water faucets or other water apparatus, and except with regard to Tenant's computers and other equipment which requires utilities on a twenty-four hour basis, all electricity and gas outlets should be shut off before Tenant and its employees leave the premises.

15. The toilet rooms, toilets, urinals, wash bowls 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.

16. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building. Tenant shall not use the Premises for any business or activity other than that specifically provided for in the Agreement.

17. Subject to the provisions of the Agreement, Tenant shall not drill holes into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except to install normal wall hangings. Subject to the Agreement, Landlord reserves the right to direct

electricians as to where and how telephone, telegraph, telecommunication and computer wires are to be introduced to the premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the premises in any manner except as reasonably approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

18. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord, except for the use of its employees and invitees only.

19. Canvassing, soliciting and distribution of handbills or any other written material, and peddling within the Project are prohibited, and each tenant shall cooperate to prevent same.

20. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord'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 Project.

21. Tenant 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 shall be made in accordance with directions issued by Landlord.

22. For office tenants, the premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind. No cooking shall be done or permitted by Tenant on the Premises, except that allowed specifically by the Agreement or for the preparation of coffee, tea, hot chocolate and other beverages.

23. Tenant shall not use in any space or in the public halls of the building any mail carts or hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may reasonably approve.

24. Employee parking is to be designated to one specific zone of the parking lot. Any employee that does not park in the designated parking zone will be ticketed and/or towed. The designated parking zone will be monitored by Landlord's Security and Maintenance Staff. Any Tenant that has a valid handicap pass is exempt from parking at the designated zone. See the attached parking lot plan for further detail.

25. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord and that are consistent with the Agreement or any governmental agency.

26. Except as otherwise provided in the Agreement, the requirements of Tenant will be attended to only upon appropriate application to Founders 3 Real Estate Company. Except as required by the Agreement, employees of Landlord shall not perform any work or do anything outside of the regular duties unless under special instructions from Landlord and no employee of Landlord will admit any person (Tenant or otherwise) to any office (other than the Premises) without specific instructions from Landlord.

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

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

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

30. Landlord reserves the right to make reasonable additions and modification to the Rules and Regulations.