

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4284

Authorizing a lease with Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County for temporary office space in the North Building at the Village on Park.

Presented July 12, 2018
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays _____ Absent _____
Rules Suspended _____
Legistar File Number 52294

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, Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County , (the “Lessee”) would like to lease space in the of the north end of the Building (“North 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 general terms and conditions:

1. Premises. The CDA hereby grants the Lessee 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. Initial Term. Nine (9) months, commencing on September 14, 2018 and ending on June 13, 2019 (“Initial Lease Term”).
3. Rent. The Lessee shall pay to the CDA each month Four Thousand One Hundred and Sixty One Dollars (\$4,161.00) (the “Rent”). Rent shall be pro-rated on a daily basis for any partial calendar months.
4. Renewal Option. Upon agreement of the parties, the Lease may be renewed for three (3)

subsequent one (1) month terms (in the singular, a "Renewal Term"; collectively, the "Renewal Terms"). 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 or current Renewal Term. Rent during the Renewal Terms shall remain the same as during the Initial Lease Term.

5. Hold Over. The Lessee shall surrender the Premises upon termination of the Lease. 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 Lessee as a trespasser.
6. Use. Lessee shall use the Premises for general office purposes. The Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities. Subject to availability, and upon approval of the CDA's property management team, Lessee will be permitted to use the Building's community room for up to eight (8) hours per calendar month. Lessee shall provide a minimum of three (3) days' notice to the CDA's property management team of Lessee's desire to use the community room.
7. Repairs & Maintenance.
 - a. The CDA shall be responsible for the maintenance and repair of the foundations, roof, sub-flooring and structural portions of the walls of the Premises, and HVAC serving the Premises, in good condition and repair. 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, every part thereof, and any fixtures, facilities, equipment contained within or serving the Premises, in good condition and repair and 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. 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.
8. Operating Expenses. The Lease shall be a gross lease. The CDA shall be responsible for paying prorated real estate taxes, common area maintenance charges, insurance premiums, trash and utilities related to the Premises. 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.
9. 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 25 access cards to the North Building to be used by staff only. Upon termination of this Agreement, Lessee shall return the 25 access cards to the CDA.

- c. Lessee will sign an agreement with a nearby property owner that can rent parking spaces to its 25+ employees for duration of entire Initial Lease Term and any extensions thereafter. In the event Lessee is unable to sign an agreement for nearby parking for its employees then it will instruct its employees to park on the street at all times. In addition, Lessee will provide the CDA the following information relating to each employee's cars: make/model and license plate number ("Lessee Car List"). The CDA will provide the Property's security team with the Lessee Car List, and will ticket any car that is on the Lessee Car List that is parked on the Property.
- d. Additional Property rules and regulations for Lessee are provided in the attached Exhibit C.

BE IT FURTHER 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 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 C

PROPERTY RULES AND REGULATIONS

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

1. Lessees, 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. Lessee 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 Lessee 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 Lessee and no employee or invitee of any Lessee is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Landlord's consent.
3. Lessee 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. Lessee 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 Lessee 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 Lessee's Plans or the Lease, Lessee shall not use any method of heating or air conditioning other than that supplied or approved by Landlord.
5. Lessee 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 complying with any reasonable governmental energy saving rules, laws or regulation of which Lessee has actual notice and which does not adversely affect the conduct of Lessee's business. The Landlord 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. Landlord 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 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.

7. All water faucets or other water apparatus, and except with regard to Lessee's computers and other equipment, which requires utilities on a twenty-four hour basis, all electricity switches should be shut off before Lessee 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. Landlord reserves the right to exclude or expel from the Property 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 Property.

10. Lessee 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 Lessee shall be made in accordance with directions issued by Landlord.

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

12. 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.

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