

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4403

Authorizing a lease with Edgewood College, Inc. for program space at the Brittingham Apartments.

Presented August 13, 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 known as The Brittingham Apartments located at 755 Braxton Place, Madison, Wisconsin (the "Property"); and

WHEREAS, the CDA and Edgewood College Inc. (the "User") entered into a Space Use Agreement dated August 28, 2015; as amended by First Amendment to Space Use Agreement dated May 6, 2016; and as further amended by Second Amendment to Space Use Agreement dated December 28, 2016 (collectively, the "Agreement") pertaining to the use of meeting/training space on the Property (the "Program Premises"); and

WHEREAS, the original term of the Agreement was for the period August 28, 2015 to December 12, 2015, with one option to extend until May 6, 2016. Pursuant to the aforementioned First Amendment, the Lessee was given the right to renew the term of the Agreement for subsequent Academic Years and Summer Sessions; and

WHEREAS, the Lessee wants to use the Program Premises for the fall 2020 academic year; and

WHEREAS, per the CDA's Financial Policies approved on December 12, 2019 by the CDA Board, space use agreements can only have a term of no longer than 48 hours or month-to-month; and

WHEREAS, the Lessee and CDA would like to convert this Agreement into a lease under similar terms and conditions, except for the term in order to comply with the CDA's Financial Policies.

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 Edgewood College Inc (the "Lessee") for space at the 755 Braxton Place, Madison, Wisconsin on substantially the following terms and conditions:

1. Premises. The CDA hereby grants the Lessee the right to occupy and use, on a non-exclusive basis, the "Program Premises" consisting of two (2) offices behind the clinic space and lobby areas within the Triangle Health Resource Center at the Property. Given the current pandemic, "Common Areas" as described below, may only be used upon

written permission from the CDA Site Manager. After the pandemic, the CDA may notify the Lessee in writing about revising the Program Premises definition.

2. Lease Term. Three (3) years; commencing on August 19, 2020 (the "Commencement Date") and ending three years thereafter ("Initial Lease Term").
3. Rent. No rent is payable by the Lessee under this Lease. The CDA will contribute the Program Premises in exchange for the Lessee's supervised student nursing services (the "Services" as defined below) to CDA residents living on the Property.
4. Renewal Options. If Lessee is not in default under the terms of this Lease, the Agreement may be renewed for subsequent terms of one (1) year each (each year defined as a "Renewal Term"). The Initial Term along with any Renewal Term(s) is collectively defined as the Lease 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 or any exercised Renewal Term.
5. Security Deposit. No security deposit is due under this Lease.
6. Use. During the Lease Term, the Lessee shall be permitted to occupy the Program Premises on Wednesdays and Fridays from 11:30 a.m. - 4:00 p.m. The Lessee shall also be permitted to occupy the Program Premises on Wednesdays and Fridays from 4:00 p.m. - 7:00 p.m. The hours to use the Program Premises may be changed per the written agreement between the parties during the Lease Term. The CDA reserves the right to assign specific space within the Program Premises to the Lessee and to any other service provider(s) permitted by the CDA to share the use of the Program Premises.
7. Common Areas. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, stairwell, and all other areas or improvements which may be provided by the CDA for the common use or benefit of occupants of the Property. The CDA reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof.
8. Limited Common Areas. Lessee may also be permitted, upon prior approval of the CDA Service Coordinator, to use the following areas to provide Services, as defined below, to CDA residents at the Property: the Brittingham Community Room, the Brittingham Wellness Room, the Parkside Community Room, and the Karabis Community Room (individually, "Limited Common Area"; and collectively, "Limited Common Areas").

The Lessee shall reserve a Limited Common Area by contacting the CDA Service Coordinator a minimum of three (3) days in advance of the Lessee's desired reservation time. In addition to the aforementioned reservation requirement, the Lessee shall also have any programming intended for CDA residents approved in advance by the CDA Housing Site Manager.

9. Assignment and Subletting. The Lessee shall not assign, pledge, sell or in any manner transfer this Lease or any interest hereunder and shall not sublet the Program Premises or any part thereof, without the prior written consent of the CDA, which consent the CDA may withhold in its sole discretion: The CDA's right to assign this Lease is and shall remain absolute and unqualified.

10. Responsibilities of the Parties.

a. CDA agrees to:

- (1) During the Lease Term, the CDA shall make available the Program Premises during hours set forth herein or amended in writing per the parties.
- (2) The CDA staff will provide routine cleaning of the Program Premises' bathroom and provide a reasonable amount of toilet paper and paper towels therein.
- (3) The CDA shall be responsible for cleaning, maintaining and repairing the Common Areas and Limited Common Areas.
- (4) The CDA shall pay all utilities for the Program Premises, Common Areas and Limited Common Areas, including electricity, heat, water, and air conditioning.

b. Lessee agrees to:

- (1) The Lessee shall provide student nurses and an on-site student nurse supervisor to provide, at a minimum, the following "Services": health promotion activities, health education, immunizations, functional assessments, medication management, care management, care coordination, crisis intervention, collaborative/transitional care, wound care, blood pressure assessment and screening, follow up for hospitalized residents, education and advocacy at medical appointments, safety assessments, mobility assessments and education, nutritional assessment and education, promotion of social interaction and spiritual assessment and support. The Lessee shall provide these Services to residents of the Property, and other CDA residents residing in the other buildings at the "Triangle" housing site herein defined as: 604-762 Braxton Place (even numbers), 245 S. Park Street, 802-824 W. Washington Avenue (even numbers) and 201 S Park Street.
- (2) Service Schedule: The Lessee will provide Services in the Program Premises for all CDA Triangle residents on Wednesday and Fridays from 11:30 a.m. to 4:00 p.m. during the academic school year and summer school session. This schedule may be adjusted per the terms described in Section 6. The following school periods and dates therein are defined per the Lessee's policies as: (i) Academic School Year is from August until December and/or January until May; and (ii) Summer School Session is from June until August. Given the current pandemic as of the date hereof, the Academic School Year for fall 2020 is from August 19, 2020 to November 24, 2020.
- (3) The Lessee shall maintain the Program Premises in a neat, orderly condition, shall provide any equipment, supplies and additional furniture

needed to be used by the Lessee in the Program Premises, and shall regularly sanitize Program Premises and any portions of the Common or Limited Common areas used.

- (4) Lessee agrees to be solely responsible for supplying PPE to its staff, students, volunteers, and invitees.
- (5) The Lessee agrees to occupy and use the Program Premises in a safe manner. Such use shall be consistent with, but is not limited to, a prohibition on the following activities within the Program Premises:
  - I. Committing waste,
  - II. Contravening the CDA's insurance policies,
  - III. Creating a nuisance, and
  - IV. Permitting unreasonable noise, sounds, odors, or smoke to be discharged.
- (6) The Lessee agrees to exercise all caution and appropriate methods of disposal and handling refuse and any infectious waste, in compliance with all applicable laws.
- (7) The Lessee shall pay for any telephone, cable or computer line service to Program Premises. Also, Lessee shall pay for all copies and faxes within the Program Premises.
- (8) At no time will the Lessee be asked or required to provide housing management services on behalf of the CDA, or be used as a vehicle to represent the CDA or the CDA's housing management. The Lessee's personnel will be directed exclusively by the Lessee and the CDA shall not direct, request or otherwise solicit the Lessee's personnel to perform tasks for the CDA on CDA Properties.
- (9) The Lessee's staff working at the Program Premises shall not "volunteer" in any capacity outside the scope of their job description at the Program Premises or affiliated sites.
- (10) The Lessee accepts the Premises in "as-is" condition. Any modifications to the Premises by the Lessee shall be subject to the prior written approval of the CDA and shall be at the Lessee's sole cost and expense.
- (11) The Lessee shall be responsible for keeping the Program Premises secure. The CDA is providing Lessee with keys to the Program Premises to be used by its staff only. Upon termination of the Lease, Lessee shall return the keys to the CDA.
- (12) All property belonging to the Lessee, its employees, agents and invitees shall be there at the risk of the Lessee, and the CDA shall not be liable for damage thereto nor theft or misappropriation thereof, unless caused by the

negligence of the CDA, its employees, contractors or invitees.

- (13) The Lessee is responsible for following all applicable ordinances, codes, orders, statutes, and law.

11. Termination of Lease.

- a. The CDA shall have the right, at its sole option, to terminate this Lease, reenter and take possession of the Program Premises under the following conditions:
- (1) By giving the Lessee a minimum of fifteen (15) days written notice of termination in the event the Lessee defaults in the performance of any term or condition of this Lease. Notwithstanding the foregoing, if such default is not considered by the CDA to be a health or safety violation and cannot, because of the nature of the default, be cured within said fifteen (15) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within an additional period of time as determined by the CDA.
  - (2) In the event that the Lessee fails to maintain insurance as required by this Lease, the CDA may elect to: (i) immediately terminate this Lease and cause the removal of all personal property installed by Lessee upon the Program Premises at the sole expense of the Lessee; or (ii) purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the CDA hereunder shall be repaid by the Lessee to the CDA upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.
  - (3) Immediately, upon little or no notice to the Lessee, in the event of imminent danger to persons or property.
- b. Either party may terminate this Lease by giving the other party a minimum of thirty (30) days written notice of termination.

12. Holdover. Should Lessee continue occupying the Program Premises following the end of the Lease Term or termination under Section 11, then Lessee shall be subject to rent payments consistent with the market for similar size office space within a one mile radius of the Property due on the first of every calendar month following the month wherein the Lessee was to surrender the Program Premises. Such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be year to year.

BE IT RESOLVED that the Agreement shall terminate once the Lease is executed by both parties; and

BE IT FURTHER RESOLVED that the Chair and Executive Director 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.