### Law Department



Omaha/Douglas Civic Center 1819 Farnam Street, Suite 804 Omaha, Nebraska 68183-0804 (402) 444-5115

> Matthew M. Kuhse City Attorney

### Honorable President

And Members of the City Council,

Transmitted herewith is an Ordinance requested by the Omaha Public Library for a Lease agreement between the Community Information Trust, d/b/a DO SPACE, and the City of Omaha. The property in question is commonly referred to as the Milton R. Abrahams Branch Library located at 5111 North 90<sup>th</sup> Street. The Lease agreement provides for a year to year lease. The lease is intended to accommodate some of the Do Space within the library on a temporary basis while the new library at 72<sup>nd</sup> and Dodge Streets is constructed. DO SPACE will not pay a fixed rent, but will paid shared operational costs of the Abrahams Branch.

This Ordinance authorizes the Mayor to execute the attached Lease. Your favorable consideration of this Ordinance is respectfully requested.

Respectfully submitted,

Michelle Peters

Deputy City Attorney

| AN   | ORDINANCE      | to approve     | a Lease   | Agreement   | between   | Community    | Information | Trust,   | а   |
|------|----------------|----------------|-----------|-------------|-----------|--------------|-------------|----------|-----|
| Nebi | raska nonprofi | it corporation | , d/b/a D | O SPACE ("! | Lessee"), | and the City | of Omaha (  | "Lessor' | '); |

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

and to provide an effective date thereof.

CITY CLERK OF THE CITY OF OMAHA

Section 1. That the City of Omaha, is the owner of certain real estate that is more specifically defined in the attached Agreement (See Exhibit "1"), commonly referred to as the Milton R. Abrahams Branch Library; and

ORDINANCE NO. \_\_\_\_

Section 2. That the Community Information Trust, operating as Do SPACE at a location near 72<sup>nd</sup> and Dodge Streets, desires to temporarily move its operations to the Abrahams Branch Library during the construction of a new library at 72<sup>nd</sup> and Dodge Streets; and

Section 3. That the Lease provides that the Lessee will not pay a fixed rent, but will share in the operating costs of the Abrahams Branch in a proportionate share of the space provided to them; and

Section 4. That the Mayor of the City of Omaha shall be authorized to execute the Lease attached to this Ordinance.

Section 5. That this ordinance shall be in full force and take effect on the date of its passage.

| APPROVED BY:                  |    |
|-------------------------------|----|
| MAYOR OF THE CITY OF OMAHA DA | TE |
|                               |    |

| ORDINANCE NO. |  |
|---------------|--|
| Page 2        |  |

APPROVED AS TO FORM:

DÉPUTY CITY ATTORNEY

DATE

# **LEASE**

| This Lease is made and entered into this | day of | 2023, by and between |
|--|--------|----------------------|
|--|--------|----------------------|

CITY OF OMAHA 1819 Farnam Street Omaha, Nebraska 68183

hereinafter called the "Owner", and

Community Information Trust, a Nebraska nonprofit corporation, d/b/a DO SPACE

hereinafter called the "Tenant".

### The Owner does hereby lease to Tenant the following demised premises:

Said demised premises contains approximately 1688 gross square feet of floor area within Milton R. Abrahams Branch Library described as follows: Current computer lab (approx. 290 sq. ft.); a small room on the northwest side of the building (approx. 75 sq. ft); and another small room on the northwest side of the building (approx. 135 sq. ft.) for their exclusive use. In addition, the demised premises shall include the following spaces which are intermingled with the use of the staff and patrons of the Omaha Public Library (hereinafter "OPL") and those spaces are described as: a space outside of the computer lab (approx. 192 sq. ft.) as well as approximately one half of the space currently occupied in the current "open computing area" (approx. 401 sq. ft.), wherein Tenant will operate computers on 6 tables and OPL will operate computers on 2 tables; one staff desk near the computer area; two desk areas in the staff room (less than 100 sq. ft.); the "teen space" (approx. 420 sq. ft.); and certain storage space located in the staff backroom in a manner and location not to exceed 75 sq. ft.

The mailing address of the demised premises is:

5111 N. 90<sup>th</sup> Street Omaha, Nebraska 68134

In addition to the demised premises, Tenant shall, subject to control and regulation by Owner, enjoy the nonexclusive use of all common areas including parking areas, access roads and sidewalks provided by Owner, provided Owner shall have the right to locate fountains, planters, vending machines, telephones, benches and similar items within such common areas. Said demised premises are a portion of an existing Library known as Milton R. Abrahams Branch Library located at 5111 N. 90<sup>th</sup> Street, Omaha, Nebraska.

The term of this lease shall begin on May 15, 2023; and the term shall continue thereafter for one-year (12 months); thereafter, the Lease shall renew on a month to month basis until terminated (i) immediately by reason of a party's uncured default hereunder; or (i) by Tenant providing at least thirty (30) days' advanced notice of its intent to terminate, regardless of cause; or (iii) on January 1, 2026.

### The remaining terms and conditions of this lease are as follows:

### 1. <u>CONSTRUCTION</u>

The demised premises are hereby leased to Tenant in as-is condition. Any construction that needs to be done to facilitate the Tenant into the premises shall require prior approval by the Owner, which shall not be unreasonably withheld, conditioned, or delayed. It is understood the Tenant is solely responsible for any costs associated with the construction.

### 2. <u>DELIVERY OF DEMISED PREMISES</u>

Prior to Tenant's occupancy of the demised premises for any finishing, fixturing, or stocking, Tenant shall arrange for its utilities and insurance coverage and execute and deliver to Owner proof of same.

### 3. **LEASE CONSIDERATION**

The consideration for this lease is the mutual covenants of the parties.

### 4. RENT and SHARED COSTS

Tenant shall not be required to pay rent for the demised property, however, Tenant hereby agrees to pay to the Owner, without demand, deduction, or setoff, at such place or places as the Owner may designate from time to time in writing, shared costs for the demised premises as follows:

### MAINTENANCE OF COMMON AREAS

Owner shall operate and maintain common areas and common facilities provided by the Owner for the common use or benefit of the occupants of the development. Tenant shall be liable for and shall pay Owner each month, 15% of a proportionate share, as hereinafter defined, of the actual monthly costs of operating and maintaining designated spaces and common areas and common facilities. Common areas and common facilities include without limitation all restrooms, parking areas, access roads, sidewalks, signs, landscaped space and any other space used in common or available for use by the Tenant, the Tenant's patrons, employees, agents, servants or other invitees of the Tenant. The costs of operating and maintaining common areas and common facilities shall include, but not be limited to costs for lighting, cleaning, trash removal, maintenance equipment, fire protection, snow and ice removal, landscaping, water and sewer charges, electricity, personal property taxes, policing and security, defending and preserving common areas and facilities, losses attributable to operation of common areas and facilities, parking lot repair and line repainting, labor and payroll costs to provide such operation and maintenance, and all other costs to repair, replace, and maintain all common areas and facilities provided by the Owner for the common use or benefit of the occupants of the premises, as reflected in the categories set forth on Exhibit "A" attached hereto and incorporated herein. Within 45 days following the end of each month or partial month, Owner shall furnish Tenant with a statement of Tenant's share of actual costs for such period. Tenant's payment shall be

made within 15 days of receipt of said statement.

### 6. <u>USE</u>

Tenant shall use, occupy, and operate the demised premises only for the agreed upon uses stated herein. Premises shall be used, occupied, and operated only for: Providing free technology resources and programming for the community-- and for no other purposes without the written consent of the Owner.

Tenant agrees to conduct its business at all times in a responsible and reputable manner. The Tenant shall promptly comply with all rules and laws affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. In addition, Tenant agrees to follow Omaha Public Library's published Rules of Conduct, including its Ban and Bar polices, which apply to the Leased Premises and are consistent with the terms of this Lease. In the event that the Tenant uses the demised premises for the storage or sale of odorous materials or products and such odor is detectable in other areas of the premises, Tenant shall forthwith and not later than ten (10) days after written request from the Owner either remove and forego the storage of said materials or products, or ventilate the premises with a ventilation system satisfactory to the Owner. Tenant shall not use the parking lot, sidewalks or other area outside of the demised premises for business purposes.

Tenant agrees to abide by the Owner's published hours of operation.

### 7. <u>MECHANIC'S AND OTHER LIENS</u>

Tenant shall not permit any mechanic's, laborer's or materialman's lien to stand against the demised premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on said premises by or at the direction of Tenant. Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the demised premises and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) business days after written request by Owner.

### 8. MAINTENANCE AND CARE OF PREMISES

The Owner shall keep the foundation, the exterior of the load-bearing outer walls and roofing of the building in good repair, except that the Owner shall not be called on to make any such repairs occasioned by any act or omission of the Tenant, its agents or employees or customers. The Owner shall keep said premises shall at all times be kept in good order, condition and repair, and shall also be keep it in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction. Tenant shall clean and maintain the interior of its leased portion of the premises and its signs and its show windows, if any, and shall at all times keep its separately designated areas and equipment in a neat and clean condition.

### 9. AT EXPIRATION

At the expiration of this lease, all leasehold improvements and fixtures attached to the walls, floors, or ceiling, whether installed by the Tenant or the Owner, shall at the option of the Owner be considered a part of the building and remain in the demised premises as a part of the realty.

Tenant shall surrender the premises in good condition, reasonable wear and tear excepted. Tenant agrees to remove all of its equipment and signs of identification at expiration of this lease and to restore the surface to which they attached.

### 10. SIGNS AND CONSTRUCTION BY TENANT

The Tenant may install signs of identification throughout the interior and exterior of the demised premises, which signs shall be installed prior to Tenant's opening for business, but not prior to Tenant's receipt of Owner's written approval of drawings and descriptions of such signs, which shall be designed and installed by Tenant. Tenant agrees to keep its' signs repaired and in an attractive and safe condition. Tenant shall obtain any permits or bonds required for signs by governmental regulations. The Tenant agrees not to use any media in the demised premises that shall be deemed objectionable by the Owner, such as loudspeakers, phonographs, radio broadcasts, speakers, amplifiers, or flashing lights in a manner to be heard or otherwise distracting inside or outside of the premises. The Tenant shall not install any plumbing fixtures, exterior lighting fixtures, shades or awnings or any exterior decorations or paintings or use any flammable materials or build any fences, paint, drill, attach to or make any change to the structure, entrances, exterior walls, exterior signs of identification, marquees, roof or abutting sidewalks or attach any temporary or permanent signs, advertisements, or displays, without previous written consent of the Owner. Tenant shall not repartition or otherwise remodel or make any structural changes in the demised premises without the written consent of the Owner.

11. <u>EMPLOYEES/STAFFING.</u> Both parties understand and agree that this Agreement does not create an employer/employee relationship between the Owner and Tenant. Any and all acts that the Owner or Tenant or their personnel, employees, agents, or contractors perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties are responsible for acquiring and maintaining Workers' Compensation and Unemployment Insurance coverage as required by law for its employees, officers and agents, and for the payment of all federal, state, local and any other applicable payroll taxes with respect to said employees' compensation. Neither party shall have the authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

In addition, Owner agrees to provide a minimum of three (3) staff for all hours of operation. Tenant agrees to provide at least one (1) staff person for all hours of operation. Staff of both entities shall be responsible only for their own duties as it relates to their positions in each entity and are encourage to refer questions/concerns or directions by patrons to the appropriate entity staff member.

Failure to provide the required staffing as set forth in this section without reasonable explanation therefor (e.g., a force majeure event) or otherwise due to emergent or uncontrollable circumstances), on three separate occasions (i.e., upon written notice to the other party on three or more separate days) shall be cause for termination of the Agreement, unless such exigent circumstances exist.

### 12. COVENANT TO HOLD HARMLESS

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of any occurrence in, about, in connection with, upon or at the demised premises, arising from or out of the occupancy or use by Tenant of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, lessees, licensees, invitees or concessionaires. In case Owner shall, without fault on its part, be made a party or witness or become involved in any claim, action, damage, liability, expense, or litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred by Owner in connection with such claims, actions, damages or litigation. Owner will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of any occurrence in, about, in connection with, upon or at the demised premises, arising from or out of the occupancy or use by Owner of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of Owner, its agents, contractors, employees, lessees, licensees, invitees or concessionaires. In case Tenant shall, without fault on its part, be made a party or witness or become involved in any claim, action, damage, liability, expense, or litigation commenced by or against Owner, then Owner shall protect and hold Tenant harmless and shall pay all costs, expenses and reasonable attorney's fees incurred by Tenant in connection with such claims, actions, damages or litigation.

### 13. HAZARDOUS MATERIALS

Tenant shall not cause or permit any toxic or hazardous substance or material including, without limitation, explosives, radioactive materials, oil, petroleum based products, paints, cleaner agents, solvents, lead, cyanide, DDT, printing ink, acids, pesticides, ammonia compounds, and any other products and materials which are known to have, or are subsequently found to have, adverse effects on the environment or the health and safety of persons, to be generated, produced, brought upon, used, stored, discharge, released, spilled or disposed of on, in, under or about the demised premises or the development, and Tenant does hereby agree to indemnify, defend and hold Owner and its' partners, members, officers, successors and assigns harmless from and against any and all actions, costs, claims, damages, fines, penalties, liabilities or losses arising from a breach of this provision.

### 14. <u>ABUSE OF UTILITY SERVICES</u>

The plumbing facilities shall not be used for any purpose other than that purpose for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any stoppage, breakage or damage resulting from a violation of this provision shall be borne by the Tenant causing same. If the Tenant installs any equipment that overloads utility lines to or in the demised premises, the Tenant shall at its own expense remove the overload or increase the capacity of such lines and make whatever changes are necessary to comply with the requirements of the Owner, insurance underwriters and governmental authorities having jurisdiction.

### 15. ASSIGNMENT AND VOTING CONTROL

The Tenant agrees that it will not assign or in any manner transfer this lease or any part thereof or any interest or estate therein without the previous written consent of the Owner, nor shall the Tenant sublet the demised premises or any part thereof without the previous written consent of Owner, nor shall the Tenant assign this lease to an entity owned wholly or in part by the Tenant, nor shall the Tenant enter into any management contract or other relationship whereby the Tenant

or its employees are in less than direct and immediate control of the demised premises and the business operated therein without the previous written consent of the Owner. The Tenant agrees not to change the advertised name of the place of business operated herein without the written permission of the Owner.

### 16. ACCESS TO PREMISES

The Owner shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting the same or adding or rerouting pipes, sprinkler systems, smoke detection systems, heat or fire detection systems or equipment, conduits or drains to serve the demised premises or premises other than the demised premises or for making repairs, additions or alterations, provided such adding or rerouting shall be handled so as to interfere as little as possible with the Tenant's use of the premises and Owner shall repair any damage caused by such work. The exercise of said right by Owner shall not give rise to any claim by Tenant for damages, and Tenant expressly waives any such claim or claims. If the Owner deems any repairs required to be made by the Tenant necessary, it may demand that the Tenant make the same forthwith.

### 17. UTILITIES

The Owner agrees to provide the existing mains and conduits to the demised premises in order that the existing utilities may be supplied, provided Owner shall not be responsible for Tenant's telephone, cable or related service lines. Tenant shall pay its proportionate share for all utilities including water, sewer use, gas, and electricity used in the demised premises. The Owner shall not be liable in damages or otherwise for any failure or defect in the furnishing of any of the above utilities, heating or cooling, or for any interruption due to civil insurrection, war, fire, accident, strike, riot, act of God, the making of necessary repairs or improvements, or any other causes beyond the control of the Owner.

### 18. <u>DESTRUCTION OR DAMAGE TO PREMISES</u>

If the demised premises become untenantable because of fire or other casualty, the same shall be repaired as speedily as possible at the expense of the Owner and/or Tenant in accordance with their respective covenants. However, if more than twenty-five percent (25%) of the floor area of the premises becomes untenantable because of such fire or other casualty, either party may, if it so elects, give notice to the other party in writing terminating this lease.

### 19. BANKRUPTCY

In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as are in effect from time to time, Owner shall have all of the rights and remedies available to a landlord under such statutes. Such an event shall constitute a default under this lease, and Owner thereupon may exercise all of its rights and remedies under this Lease unless prohibited from doing so by such federal bankruptcy statutes.

### 20. NOTICES

Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if sent in writing by certified mail with postage prepaid; to Owner at:

City of Omaha c/o Library Director 1819 Farnam Street Omaha, Nebraska 68183

As to Tenant at:

Community Information Trust c/o Rebecca Stavick 10050 Regency Cir., Suite 101 Omaha, NE 68114

### 21. CONSTRUCTION OF THIS LEASE

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture, or employee and employer between the parties hereto, it being understood and agreed that neither the method of computation of costs, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Owner and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders. The captions of the Sections of this lease have been inserted for convenience and reference only and shall not be deemed in any manner to define, limit, or affect the scope, meaning, intent or construction of the language contained, or not contained, in the particular Sections. If any provision of this lease shall be held to be invalid, such provision shall be deemed to be a severable provision and the lease itself shall remain in full force and effect as though the invalid provision had not been included herein. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

### 22. EXCUSE FOR NONPERFORMANCE

The performance of any obligation or undertaking provided for herein by Owner shall be excused and no default shall be deemed to exist in the event, and so long as the performance of any such obligation is prevented, delayed, retarded, or hindered by act of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the open market; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; laws; orders of government or civil or military or naval authorities; or any other cause beyond the control of the Owner.

### 23. TENANT'S DEFAULT IN PAYMENTS

If any sums due and payable by the Tenant under this lease remain unpaid sixty (60) days after written notice that same are due and payable, then it shall be optional for the Owner to re-enter the demised premises, with or without process of law, declare this lease forfeited and said term ended. Owner may use such force as may be necessary to move or remove all persons or chattels therein and the Owner shall not be liable for damages by reason of such re-entry or forfeiture and any claims for trespass or otherwise arising out of such repossession are hereby expressly waived by Tenant.

In the event that Owner declares the lease forfeited as provided for in this Section, the Owner shall have full and uncontested right to take possession of the premises along with the Tenant's fixtures, inventory or other property on the premises, holding same as security for the costs due hereunder. But notwithstanding such re-entry by the Owner and the holding of Tenant's fixtures, inventory or other personal property, the liability of the Tenant for the costs for the balance of the term provided for herein shall not be relinquished or extinguished. It is further agreed that the Tenant will pay, in addition to the sums agreed to be paid hereunder, all costs and expenses incurred by the Owner as well as such sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by the Owner to enforce the provisions of this lease or the collection of the rent or other payments due hereunder.

### 24. OTHER DEFAULT

If the Tenant shall violate or default covenants, agreements, or any other conditions other than the payment of sums payable hereunder and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for the Owner to re-enter said premises, with or without process of law, and to declare this lease forfeited and the said term ended. Owner shall use such force as may be necessary to remove all persons or chattels therefrom; and the Owner shall not be liable for damages by reason of such re-entry or forfeiture; and any claims for trespass or otherwise arising out of such repossession are hereby expressly waived by Tenant. But notwithstanding such re-entry by the Owner, the liability of the Tenant for the rent and other covenants for the balance of the term provided for herein shall not be relinquished or extinguished. It is further agreed that the Tenant will pay such additional sums the court may adjudge reasonable as attorneys' fees in any suit or action instituted by the Owner to enforce the provisions of this lease.

### 25. EXISTING IMPROVEMENTS AND FINISHES

In the event the demised premises contain previously installed or previously constructed improvements and interior finishes including, but not limited to, finished ceilings, interior partitions, wall finishes, lighting, floor covering, electrical wiring, air handling or heating and air conditioning equipment including ducts and diffusers and controls, Tenant recognizes said improvements and finishes and assumes the obligation therefor in accordance with all applicable provisions of this lease.

### 26. <u>SUCCESSORS</u>

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by the Owner in writing as required in Section 14.

### 27. SIGNATURES OF BOTH PARTIES

This lease shall not be in effect or binding upon either party until it is signed by both parties.

## 28. NONSOLICITATION OF EMPLOYEES AND CONFIDENTIALITY

Each party agrees that it shall not, during the term of the Lease and without the other party's written

consent, directly or indirectly induce or attempt to induce any present or future employee of the other to leave the employ of the other party.

The Parties each acknowledge, covenant and agree that the protection of the Confidential Information (as defined herein) is necessary. Accordingly, each party acknowledges and agrees that all of the other party's database, enrollment numbers, staff contact information, files and other customer data, operations manuals, business plans, historical data and documentation regarding the operations of business, employee and employment files and information, accounting records and related financial information, financial statements both internal and external, tax returns, internal and external communications, correspondence and memoranda, intellectual property, trade secrets, letters patent, applications for letters patent, inventions, prototypes, production models, plans, specifications, designs, drawings and all other proprietary and confidential information which is not generally known or readily available to the public, whether written, unwritten, in print or electronic format ("Confidential Information"): (i) are proprietary and confidential to the respective party; (ii) constitute valuable and important proprietary and trade secret materials; and (iii) are owned in total as the proprietary intellectual property of the respective party, and the other party disclaims and disavows any interest therein. Each party agrees that the other party's Confidential Information shall be kept in strictest confidence and shall be protected, and it shall not at any time be released, disclosed or divulged in any fashion, form or manner to any third party except as agreed to in writing.

### 29. OTHER AGREEMENTS

The parties will use their best efforts to implement and adhere to the Partnership Agreement and Operations Plan as agreed to by the parties and in effect and attached hereto as Exhibit B. Except as set forth above, Tenant and the Owner hereby agree that this lease as written represents the entire agreement between the parties and there are no other agreements, written or verbal, between the parties hereto.

| IN WITNESS WHEREOF, the Owner and the Ter year first above written.                               | iant have executed this lease on the day       | / and |
|---|--|-------|
|   | Jean Stothert,<br>Mayor City of Omaha<br>OWNER |       |
| The foregoing was acknowledged before me this by Jean Stothert as Mayor of the City of Omaha, for |  | 2023  |
|   | Notary Public                                  |       |

|                              |             | DO SPACE<br>TENANT              |  |
|------------------------------|-------------|---------------------------------|--|
| STATE OF NEBRASKA            | )           |                                 |  |
| COUNTY OF DOUGLAS            | )           |                                 |  |
| The foregoing was acknowledg | <del></del> | day of<br>SPACE, for and on bel |  |
|                              |             |                                 |  |
|                              |             | Notary Public                   |  |

# **EXHIBIT "A"**COMMON AREA EXPENSES (subject to the 15% payment by Tenant)

| acilities Mgmt Admin La             |            |
|-------------------------------------|------------|
| facilities Mgmt Labor Re            | imb        |
| Professional Fees - Other           |            |
| Pick Up Contract                    |            |
| Vindow Cleaning                     |            |
| nformation Technology (<br>Services | Contracted |
| Cleaning Contract                   |            |
| anitorial Services                  |            |
| Maintenance Contract                |            |
| //√/ I&R - Land,bldg & Impro        | vements    |
| Rent Office Equipment               |            |
| Electrical Service                  |            |
| Sas Service                         |            |
| Vater Service                       |            |
| Sewer Use Fee                       |            |
| acilities Mgmt Parts Rei            | mb         |
| Buliding Insurance                  |            |





# Do Space @ Abrahams Library

Operations Plan (2023 - 2025)

In order to support the construction of a new Central Library for the Omaha community at 72nd & Dodge Streets, Do Space will transition operations from 72nd & Dodge to the Milton R. Abrahams Library near 90th & Fort Streets in 2023 and will operate in that location until the Central Library is ready to be occupied in late 2025.

During this time, Do Space will continue to offer innovative services at the Abrahams Library, including the Do Space 3D Lab, Active Learning Lab, Computer Lab, Design Studio, and Podcasting Studio. All Do Space areas are open, available, and free to Do Space members, library patrons, and the general public.

### 3D Lab

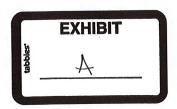
The Do Space 3D Lab, which will be located in the current Abrahams Computer Lab, will be a makerspace and experimental lab where Do Space members and OPL patrons will be able to bring their ideas to life using a variety of hands-on technology. Do Space will also host software and hardware learning workshops in the 3D Lab.

### Equipment will include (but not limited to):

- Laser cutters / Glowforge machines
- 3D printers
- Assorted equipment like Cricut, Formbox, and other 3D maker tools
- Computer workstations to support speciality equipment

### Installation:

- Direct ventilation system to support laser cutter + Glowforge
- White cabinetry (with locking mechanisms + glass doors) and countertops to be installed on north and west walls for equipment and supplies storage
- Review and update electrical, data connections, and internet connectivity if needed
- Digital screen to be installed on north wall; whiteboard to be removed
- All walls to be repaired and repainted in existing color if needed
- Uninstall the current inoperable projector on the ceiling
- All furniture will be provided by Do Space
- Install signage above the 3D Lab door which is visible from the front of the building indicating that this is the Do Space 3D Lab
- Other assorted vinyl, graphics, LED lights to be installed throughout the room, including on the door and internal windows, which may be directional, instructional, or artistic in nature



# Active Learning Lab

The Active Learning Lab, which will be located in the current Abrahams Teen Room, will be a multi-generational hands-on learning environment with dozens of types of mobile technology as well as a virtual reality and gaming environment. Do Space will host interactive technology programming for all ages in the Active Learning Lab.

### Equipment will include (but not limited to):

- Tech Kits (approx 50) for all ages, such as microcontrollers, robots, coding games, etc., available on the Tech Kit Wall (western wall)
- Digital screen and gaming systems, as well as a virtual reality environment
- Computer stations (4)
- Laptop carts

### Installation:

- White cabinets with locking mechanisms on the north wall and a cubby wall for Tech Kits on the
  western wall to be installed; remove all existing shelving, including small shelves near the door
- Do Space will supply furniture, including tables, chairs, lima bean cushion furniture, and bean bags
- Review and update electrical, data connections, and internet connectivity if needed; laptop carts need their own outlets
- Install VR sensors on the ceiling
- Install Do Space donor wall on the eastern wall
- Install signage above the Active Learning Lab door which is visible from the front of the building indicating that this is the Do Space Active Learning Lab
- Other assorted vinyl, graphics, LED lights to be installed throughout the room, including on the door and internal windows, which may be directional, instructional, or artistic in nature

# Computer Lab + Design Studio

The Computer Lab and Design Studio, which will be located in the current Abrahams computer lab and teen book collection area, will provide the community with access to both basic and advanced computing environments.

### Equipment will include (but not limited to):

- PC and Mac computer stations (14)
- Digital Design Studio with high-end computers (8) and design software
- Accessibility station (1)
- All-in-one printer/copier/scanner
- Large format printer / scanner
- Touch screen print release station + reservation station

### Installation:

- Do Space will use existing computer lab tables and supply chairs for the computer lab
- Do Space will supply tall white tables and chairs for the Design Studio
- Do Space will supply a white staff desk to be located between the Computer Lab and the Design Studio
- Review and update electrical, data connections, and internet connectivity if needed
- Do Space computers will have Do Space branding on the background and/or screensaver

- Install signage around the computers that may be either directional or instructional in nature
- Install freestanding or attached instructional signage around the print and reservation stations

# Podcasting Studio

The Do Space Podcasting Studio, which will be located in an existing Abrahams supply closet, will become a creative space where the community can access the tools they need to launch their own podcast.

### Equipment:

- Computer workstation
- Microphones (2)
- Soundboard
- Webcam
- Other assorted equipment

### Installation:

- Do Space will supply furniture including a desk and chairs
- Remove existing shelving; install soundproofing materials
- Remove existing door; install with a glass or partial glass door
- Repair and repaint walls with existing color if needed
- Review and update electrical, data connections, internet connectivity and lighting if needed
- Install Do Space Podcast Studio signage that is visible from the front of the building
- Other assorted vinyl, graphics, LED lights to be installed throughout the room, including on the door, which may be directional, instructional, or artistic in nature

### Staff Area

Do Space technology and programs staff will be located at Abrahams and will occupy two staff desks in the backroom area. Other staff will utilize other open areas when these desks are occupied.

### Equipment:

- Computer workstations (2)
- Desktop printer (1)

### Installation:

- Abrahams Library will supply desks and chairs for Do Space staff
- Do Space will use library owned chairs at their desks or bring Do Space chairs
- Do Space will supply a cabinet for Do Space office supplies
- Do Space will also utilize storage space as determined by our lease agreement

# Misc Operational Needs

### Meeting Room:

- Do Space will install a projector and Apple TV
- Review and update electrical, data connections, internet connectivity if needed

### Reference Desk:

- Do Space staff will have a shared touchdown space at the Abrahams reference desk
- Do Space may need to install a computer, cash register, and desktop printer for staff use at this location

### Lite Brite Wall:

• The Do Space Lite Brite Wall will be donated to OPL and OPL agrees to install this piece in the Abrahams children's area

### Servers & Connectivity:

• Do Space will install an additional rack to Abrahams' existing servers to support additional servers

### Phone Lines:

• Do Space will need a phone line when the library finalizes VOIP installation; if that's not complete by the time of move-in, Do Space staff will use a cell phone

### Exterior Building Signage:

- Do Space will install a high quality Do Space sign on or near the Abrahams monument sign that will be visible from the road
- Do Space will install a high quality Do Space sign on the exterior of the Abrahams building that will be visible from the road
- Do Space will install vinyl signage on the Abrahams front doors which will be directional in nature

### Storage:

• Do Space will utilize extra storage at the Library Administration Building (LAB) to store backup equipment as needed





# Do Space @ Abrahams Library

Partnership Agreement (2023 - 2025)

In order to accommodate the construction of a new Central Library for the City of Omaha at 72nd & Dodge, Do Space will transition operations from 72nd & Dodge to the Milton R. Abrahams Library near 90th & Fort Streets in 2023. Do Space will operate at the Abrahams Library until the Central Library is ready for occupancy.

### Mission & Goals

Do Space and Omaha Public Library are excited to embark on a new partnership at the Milton R. Abrahams Public Library (5111 N 90th St, Omaha, NE) which will bring together the mission of both Community Information Trust and Omaha Public Library:

Do Space empowers our community through access to technology and innovative learning experiences.

Omaha Public Library strengthens our communities by connecting people with ideas, information, and innovative services.

In our partnership, we commit to:

- Serve Do Space members and OPL patrons with the highest quality services and programs
- Attract new members / patrons and continue to deepen our connections and impact in the community
- Ensure that our services remain on the cutting edge of of technology and innovation and align with our mission
- Work on digital equity and digital literacy programs in our community
- Empower entrepreneurs, creatives, and inventors with innovative programming and services
- Collaborate on projects and initiatives designed to expand the use and impact of the Abrahams library
- Our partnership will inform, and be informed by, the new Library Master Facilities Plan and the Central Library project
- Beta test new technology and service model approaches to inform the development of the Central Library project
- Set a precedent for how Do Space and Omaha Public Library staff can be stronger together as we pursue a shared vision and shared future serving the community
- Explore technology programs and services throughout the library system
- Provide outstanding customer service to everyone we serve
- Meet quarterly to review operations to ensure our services align with best practices and community feedback