

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4401

Amending Resolution 4401 to correct some provisions therein and the addition of new terms for a lease approved with Urban Triage Incorporated at the Village on Park.

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 located at 2300 South Park Madison, Wisconsin (the "Property"); and

WHEREAS, a lease at the Property with Urban Triage Incorporated (the "Lessee") was approved at the July 9, 2020 CDA Board meeting per Resolution 4401 (the "Resolution"), and an error regarding the Renewal Term was listed therein; the purpose of this amendment to said Resolution is to correct said error; and

WHEREAS, the Resolution referenced a one (1) year Renewal Term and the parties agreed to a one (1) three (3) Renewal Term; and

WHEREAS, since the Resolution passed the Lessee requested that the CDA provide a paint allowance and the rent commencement date should be delayed until October 1, 2020.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes the amendment of CDA Resolution #4401 on substantially the following terms and conditions:

1. Amending Paragraph 2, Lease Term, deleted the second clause to state:

commencing on the date the parties execute the Lease (the "Commencement Date"), and ending 25 calendar months plus any partial month for when the Lease is executed thereafter ("Initial Lease Term").

2. Deleting Paragraph 4, Renewal Option and replacing it as follows: The Lease may be renewed for one (1) three (3) year term (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.

3. Deleting Paragraph 3 and replacing it as follows: 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") starting on October 1, 2020 (the "Rent Commencement Date").
4. Paint Allowance. The CDA shall provide Lessee with a painting allowance of three thousand dollars (\$3000.00) (the "Paint Allowance"). The Lessee can either have the CDA engage a painter (the lowest bidder of three proposals secured by CDA) to paint the Premises according to the Scope of Work (hereinafter defined) or it can engage a painter itself. The painting "Scope of Work" includes the painting of all walls in the Premises, not the adjacent shared hallway, with one standard color. On or before the Commencement Date, the CDA will provide the Lessee with written quotes it has obtained to perform the Scope of Work. The Lessee shall notify the CDA within five business days thereafter if it would like to have the CDA engage one of the contractors who provided a proposal to perform the Scope of Work, or Lessee can decide to directly engage its own contractor to perform the Scope of Work. If the Lessee wants the CDA to engage a contractor, then the Lessee would be responsible for the difference between the contract amount less the Paint Allowance (the "Incremental Paint Amount"). The Incremental Paint Amount, if any, would be billed to Lessee at the completion of the Scope of Work, and would be due and payable to the CDA thirty (30) days from the billing date.

BE IT RESOLVED that the Chair and Executive Director of the CDA are hereby authorized to execute, deliver and record the Lease pursuant to this Resolution, 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.

BE IT FINALLY RESOLVED, the CDA shall update the draft Lease with the amended terms of this Resolution and provide the Lessee it within three business days after the CDA Board meeting, and the Lessee shall have 15 business days thereafter to execute the Lease, or else this Resolution shall be null and void.

