

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4168

Authorizing the execution of a lease with Meridian Group, Inc. for 28 units of former public housing at Truax Park Apartments, for the purpose of operating a Rapid Re-Housing Program to provide housing to homeless families.

Presented February 11, 2016
Referred
Reported Back
Adopted February 11, 2016
Placed on File
Moved By Sariah Daine
Seconded By Sheri Carter
Yeas 4 Nays 0 Absent 3
Rules Suspended

WHEREAS, the CDA is the owner of 195 units of public housing units located on real property more particularly described on the attached Exhibit A (the "Truax Housing"); and

WHEREAS, the CDA has determined that twenty-eight (28) units of the Truax Housing are obsolete for public housing (the "Program Units"); and

WHEREAS, the Lessee desires to use the Program Units to operate a Rapid Re-Housing Program (the "Program") to provide housing for homeless families; and

WHEREAS, the Program will provide counseling, case management services and a financial subsidy to homeless families, and will be funded by United Way; and

WHEREAS, the Lessee will provide property management services for the Program Units; and

WHEREAS, the CDA and the Lessee have negotiated the terms for a lease of the Program Units and for that portion of the real property on which the Program Units are located.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Authority of the City of Madison ("CDA") is hereby authorized to enter into a lease ("Lease") with Meridian Group, Inc. ("Lessee") for the purpose of operating a Rapid Re-Housing Program, on the following material terms:

- 1. Leased Premises. The CDA hereby leases to the Lessee the land described below and identified on attached Exhibit B (the "Property") along with all improvements thereon, including the Program Units, as depicted on Exhibit B (collectively, the "Leased Premises").

That area of Lot 5, Truax Phase 2, located in the Northeast 1/4 of Section 32, Town 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, as depicted on attached Exhibit B.

- 2. Term. This Lease shall commence on the Effective Date and expire on December 31, 2017, subject to early termination pursuant to the terms of this Lease.
3. Rent. No rent shall be payable by the Lessee under this Lease.
4. Renewal. Upon the written agreement of the parties, this Lease may be renewed for successive terms of one (1) month subject to termination by either party upon thirty (30) days; written notice.
5. Use. The Leased Premises are to be used solely for the purpose of administering a Rapid Re-Housing Program, to be operated by The Road Home, the YWCA, and the Salvation Army (the "Program"); housing Program tenants (the "Tenants"); and activities related thereto; and for no other purposes whatsoever without the CDA's prior written

consent, which consent the CDA may withhold in its sole discretion. The use of the Leased Premises shall also be in accordance with the Special Conditions in Paragraph 6.

6. Special Conditions.

- a. No buildings or other structures shall be erected upon the Leased Premises.
- b. The Lessee shall in no way encumber, or allow to be encumbered, the CDA's title to the Leased Premises.
- c. The Lessee shall supervise, regulate and maintain the Leased Premises to permit parking only on parking stalls which have been completed and approved by the CDA. The Lessee shall prohibit and prevent parking by anyone on any unimproved area of the Leased Premises.
- d. The Lessee shall use twenty-seven (27) of the Program Units to provide living space for Tenants and shall use one (1) of the Program Units to maintain an office on the Leased Premises. The Lessee shall maintain a staff on the Leased Premises during the normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday.
- e. The Lessee shall address any behavioral issues within or between Tenants to ensure a peaceful living environment.
- f. The Lessee shall be the primary point of contact for all Tenants and shall ensure that Tenants do not contact the CDA for any issues. Tenants will be responsible to contact the Lessee regarding any property issues. The Lessee shall resolve the issues independently or work with the CDA to resolve, if necessary.
- g. The CDA shall provide the services listed on the attached Exhibit C ("Services"). The costs for said Services shall be payable by the Lessee to the CDA in accordance with the schedule on the attached Exhibit C. The CDA reserves the right to adjust the estimated costs for Services, or any portion thereof, based on actual cost at time of billing.

BE IT FURTHER RESOLVED that the Chair and the Secretary are authorized to execute such documents as are necessary to carry out the intent of this resolution.