

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 2814

Authorizing the Chair and Executive Director to execute a second amendment to the lease with Cooperative Educational Service Agency 2 for space within The Villager.

Presented July 30, 2008
 Referred _____
 Reported Back _____
 Adopted _____
 Placed on File _____
 Moved By _____
 Seconded By _____
 Yeas _____ Nays _____ Absent _____
 Rules Suspended _____

WHEREAS, Cooperative Educational Service Agency 2 (“CESA 2”) currently leases approximately 3,100 square feet of space on the second floor of The Villager (the “Leased Premises”), pursuant to a lease dated June 1, 1997, as amended by the following: (i) Addendum to Contract Agreement dated May 9, 1997, (ii) letter agreement dated February 22, 2006, (iii) letter agreement dated June 22, 2007, and (iv) First Amendment to Lease dated September 5, 2007 (collectively, the “Lease”); and

WHEREAS, the initial term of the Lease expired on May 31, 2008, and CESA 2 remains in occupancy of the Leased Premises as a holdover tenant; and

WHEREAS, CESA 2 desires to continue to occupy and use the Leased Premises on a month-to-month basis, but due to funding cuts has requested that the CDA reduce the rent and assume responsibility for maintenance and repair of the heating, ventilating and air conditioning system serving the Leased Premises; and

WHEREAS, the terms of an amendment to the Lease allowing for such changes have been negotiated between the CDA and CESA 2.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of Madison (“CDA”) hereby authorizes an amendment to the lease dated June 1, 1997, as amended (the “Lease”) with Cooperative Educational Services Agency 2 (“CESA 2”) on the following terms and conditions:

1. The original term of the Lease expired on May 31, 2008, and the parties agree that the Lease shall continue on a month-to-month basis under its current terms and conditions, as amended herein.
2. Effective August 1, 2008, Base Rent for the Premises shall be reduced to the rate of Twenty Thousand and no/00 Dollars (\$20,000.00) per year, payable in equal monthly installments of One Thousand Six Hundred Sixty-Six and 67/00 Dollars (\$1,666.67) per month.
3. CESA 2 shall immediately notify the CDA in the event funding from any source is restored to the same or greater level it was at in 2007. In such event and notwithstanding the provisions of Paragraph 2 hereof, effective the first day of the month after the CDA receives such notice, monthly Base Rent payable under the Lease during the applicable calendar year shall be as set forth below, payable in advance on the first day of each calendar month.

Year	Monthly Rent	Per Sq. Ft. Rent
2008	\$2,783.33	\$10.60
2009	2,820.48	11.02

4. The provision in the Lease providing CESA 2 with three (3) options to extend for periods of one (1)-year each shall be deleted in its entirety.
5. The provision in the Lease providing for the escalation of rent during any extension periods shall be deleted in its entirety.
6. The provision in the Lease providing the CDA with the option to cancel the Lease upon six (6) months notice to CESA 2 shall be deleted in its entirety.
7. The CDA shall be responsible for maintenance and repair of the heating, ventilating and air-conditioning system serving the Premises.

BE IT STILL FURTHER RESOLVED that the Chair and Executive Director of the CDA are authorized to execute any and all documents necessary for the completion of this transaction.