

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4697

Authorizing a First Amendment to the lease agreement with the Center for Railroad Photography and Art, Inc. at the Village on Park to approve its HVAC improvements to the Premises and to reimburse Lessee for a portion of the work that replaces the existing roof top unit.

Presented January 8, 2026

Referred _____

Reported Back _____

Adopted January 8, 2026

Placed on File _____

Moved By Mary Strickland

Seconded By DeWayne Gray

Yeas 5 Nays _____ Absent 2

Rules Suspended _____

Legistar File Number 91367

RESOLUTION

WHEREAS, the Community Development Authority of the City of Madison (the "Landlord" or "CDA") is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the "**Property**"), more particularly described in Exhibit B to the Lease, which will be updated to reflect the most recent certified survey map as described below; and

WHEREAS, the Property is improved with a commercial building known as The Village on Park; and

WHEREAS, the Landlord and the Center for Railroad Photography and Art, Inc., a Wisconsin non-stock corporation (the "**Lessee**"), have executed a lease agreement dated October 14, 2019 that was recorded with the Dane County Register of Deeds on October 15, 2019 as Document #5531040 (the "**Lease**"); and

WHEREAS, the Lessee would like to make some improvements to the Premises that include the replacement of a heating and cooling rooftop unit (the "**RTU**") that was installed in 2009, and the installation of new humidification and dehumidification equipment and a water softener (the "**Lessee's Equipment**"). The RTU and Lessee's Equipment is collectively defined as "**Lessee's Trane Alteration Work**" which will be a new section in the Lease. Lessee obtained a proposal from Trane to install the RTU and Lessee's Equipment dated December 10, 2025 outlined in the attached Exhibit 1 to this resolution (the "**Trane Proposal**"). Staff and the City Attorney have not reviewed the terms and conditions outlined therein and will work with the Lessee on any modifications. Any updated Trane Proposal terms will be attached to the amendment to the Lease as Exhibit D and incorporated in the Trane Contract defined below; and

WHEREAS, the Lessee will be engaging Trane to perform the scope of work outlined in Exhibit 1 to this resolution (or any approved changes thereto) (the "**Trane Contract**") at its cost, subject to the CDA's review of the terms and conditions therein. The Lessee requests that the CDA reimburse them for the RTU replacement work defined below as the RTU Reimbursement Amount upon completion, subject to additional terms outlined in an amendment to the Lease; and

WHEREAS, Trane is proposing a more versatile RTU than the existing generic RTU, to meet the Lessee's needs, Founders3 obtained two other RTU bids from Brennan's and Ahern to replace the existing RTU with the same/similar model in order to have comparables to arrive at a reasonable RTU Reimbursement Amount for performing this scope of work on the CDA's behalf. The two bids were in line with the Founders3 recommended RTU Reimbursement Amount of \$31,600 less owner's oversight-actual time incurred by the on-site manager for the oversight of the project (such as providing access to Trane and its subcontractors to spaces within the building,

administration, collecting certificates of insurance, communication and hiring an external architect/HVAC specialist to review the plans and specifications and the final completed work so it was done in accordance with the CDA approved plans and specifications (collectively the “**RTU Reimbursement Amount**”); and

WHEREAS, Lessee exercised its first Extension Option to renew and the Lease expires on October 31, 2027; there are two Extension Options remaining of three years each. The Lessee would like two additional Extension Options to renew the Lease given its investment in the Premises.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison hereby authorizes an amendment to the Lease with the Center for Railroad Photography and Art, Inc. at The Village on Park (the “**First Lease Amendment**”) materially, though not exclusively per the following terms and conditions on a form approved by the City Attorney:

1. Section 1.3(a) of Options to Extend is amended and restated as follows:

(a) Lessee shall have five (5) options (each an “Extension Option”) to extend the term of this Lease with respect to all of the Premises for consecutive periods of three (3) years each (each an “Option Term”), provided that Landlord receives written notice from Lessee of its election to exercise the applicable Extension Option no later than the date that is one hundred twenty (120) days prior to the expiration date of the applicable Option Term. In addition, Landlord shall have the right to declare Lessee’s exercise of an Extension Option null and void if Lessee is in default under the Lease on the date Lessee exercises such Extension Option or at any time thereafter until the commencement of the applicable Option Term for which the Extension Option was exercised.

2. Section 3.1 Base Rent. The Base Rent schedule is amended and restated to include new fourth and fifth Extension Options at the end of the existing schedule as follows:

	\$/PSF	Yearly Base Rent	Monthly Rental Rate
4th Extension Option			
11/1/2033-10/31/2034	\$ 17.52	\$ 25,351.10	\$2,112.59
11/1/2034-10/31/2035	\$ 18.05	\$ 26,111.63	\$2,175.97
11/1/2035-10/31/2036	\$ 18.59	\$ 26,894.98	\$2,241.25
5th Extension Option			
11/1/2036-10/31/2037	\$ 19.14	\$ 27,701.83	\$2,308.49
11/1/2037-10/31/2038	\$ 19.72	\$ 28,532.89	\$2,377.74
11/1/2038-10/31/2039	\$ 20.31	\$ 29,388.87	\$2,449.07

3. The Lease is amended to include a new subsection at the end of Section 4.1 Alterations with Section 4.1 (a) Lessee’s Trane Alteration Work. This subsection will reference as an Alteration, Lessee’s Trane Alteration Work, the CDA’s approval of the plans and specifications plus any subsequent changes thereto, the notification process, terms pertaining to the RTU Reimbursement Amount upon completion, delivery of as built plans and other terms to be negotiated between the parties. In addition, any warranties or

guarantees related to the Alteration should be transferable to the Landlord at the Lease expiration or termination date, if applicable at such time.

4. Section 5.1 Landlord's Obligations will be amended and restated to remove any Landlord's responsibilities to repair, maintain or replace the HVAC system serving the Premises after the First Amendment to Lease is signed by both parties, and shift these requirements to the Lessee.
5. Section 5.2 Lessee's Obligations will be amended and restated to include Lessee's Trane Alteration Work in the definition of the HVAC system serving the Premises, and include Lessee's responsibilities to repair, maintain or replace the HVAC system serving the Premises after the First Amendment to Lease is signed by both parties.
6. Article 8 Insurance and Indemnities will be amended and restated to include requirements for Trane and its subcontractors that will be doing work per the Trane Contract and related indemnification language from Lessee for this work and any damages caused therefrom.
7. Section 12.9 Notices will be amended and restated to include electronic mail as an acceptable form to deliver notices.
8. Exhibit B will be updated to reflect the current Certified Survey Map No. 15938 for the Property.
9. Exhibit C will be updated with the current Rules.

Except as specifically amended herein, all other terms and conditions of the original Lease shall remain in full force and effect

This First Lease Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

BE IT RESOLVED that the Chair and Deputy Director of the CDA are hereby authorized to execute, deliver and record the First Lease Amendment, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution in form approved by the City Attorney.