

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4301

Authorizing an amendment to the Property Management Agreement between the CDA and Founders 3 Real Estate Services, LLC at the Village on Park and approving the execution of the amendment.

Presented	November 14, 2018
Referred	
Reported Back	
Adopted	November 14, 2018
Placed on File	
Moved By	Sheri Carter
Seconded By	Claude a. Gilmore
Yeas	5
Nays	0
Absent	1
Rules Suspended	
Legistar File Number	53789

RESOLUTION

WHEREAS, the Community Development Authority of the City of Madison ("CDA") adopted a resolution (Resolution No. 2636) on February 10, 2005 that authorized the execution of a Property Management Agreement with Founders 3 Real Estate Services, LLC, formerly known as Siegel-Gallagher Property Management Company ("Manager") for the provision of property management services for The Villager; and

WHEREAS, the parties executed the Property Management Agreement on March 17, 2005, and the Property Management Agreement was subsequently amended by First Amendment to Agreement dated April 21, 2005; by Second Amendment to Agreement dated April 16, 2008; by Third Amendment to Agreement dated December 8, 2008; by First Notice of Renewal and Fourth Amendment to Agreement dated March 20, 2009; by Fifth Amendment to Agreement dated June 25, 2009; by Sixth Amendment to Agreement dated January 8, 2010; by Seventh Amendment to Agreement dated August 24, 2010; by Eight Amendment to Agreement dated July 10, 2014; by Ninth Amendment to Agreement dated July 10, 2014 ; by the Tenth Amendment to Agreement dated June 11, 2015; by the Eleventh Amendment to Agreement dated July 9, 2015; by the Twelfth Amendment to the Agreement dated March 10, 2016 ; and by the Thirteen Amendment to the Agreement dated June 8, 2017 (collectively "Agreement"); and

WHEREAS, the CDA Board approved Resolution number 4264 on April 12, 2018 ("Resolution 4264") for a new contract ("New Contract") with Manager that had the CDA reimbursing Manager for the Maintenance Technician's base hourly rate. Per this resolution, the high-end base hourly rate was \$25 per hour (the "Base Hourly Rate") for the Maintenance Technician in 2018, subject to annual increases in July of each calendar year of three percent;

WHEREAS, the CDA proposes changing the maximum Base Hourly Rate to \$32 per hour (the "New Base Hourly Rate").

NOW, THEREFORE, BE IT RESOLVED that the CDA and the Manager agree to amend the Resolution 4264 and execute an amendment to the New Contract on substantially the following terms:

Compensation: The Manager will be compensated out of the operating account for its services performed under this Agreement as follows:

a. Maintenance Technician. This individual will be on-site and not support any other properties of Manager during Business Hours. This individual is responsible for the day-to-day maintenance and engineering operations of the Property as defined in Exhibit A as his/her sole responsibility. The CDA will pay for this individual a base wage between \$21 and \$32 per hour, depending on skill set with annual increases not to exceed 3%. Payment of a base wage over \$25 per hour must be approved in writing by the Secretary of the CDA. If the Maintenance Technician exceeds 40 hours per week and the local manager approves the extra hours, then the base wage will be at time and one-half for the incremental hours. If the Maintenance Technician receives any after-hour property calls defined as after 4 p.m. and before 6 a.m. ("After Hour") then Maintenance Technician will be paid time and a half of their current base wage for the incremental hours.

b. Maintenance Services. If the Maintenance Technician is on approved vacation time or uses their personal/sick days of five days per calendar year then Manager will supply another staff member (the "Roamer") to perform the duties outlined in Exhibit A. The Roamer will be provided at a rate of \$45 per hour, and time and one-half for any After Hour calls.

Should tenants request Roamer to perform work that is the tenant's responsibility per the lease, then tenants will be billed directly by Manager at \$45 per hour and paid to the CDA. Emergency or After-Hours calls requested by the tenants are to be billed and paid to the CDA at the rate of \$67.50 per hour.

If the Maintenance Technician needs to use a Roamer with a truck when they are at work at the Property, the hourly rate that the CDA will reimburse Manager for is \$60 per hour and \$90 per hour for After Hour calls.

BE IT FURTHER RESOLVED that all other provisions of the New Contract remain unchanged and in full force and effect unless inconsistent with the changes herein.

BE IT FINALLY RESOLVED THAT the Chair and Secretary of the CDA are hereby authorized to execute and deliver such documents and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution in a form that is acceptable to the City Attorney's Office.