

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN**

Resolution No. 2892

Authorizing the execution of a lease with Madison Area Urban Ministry for space within the Atrium at The Villager.

Presented October 8, 2009  
Referred \_\_\_\_\_  
Reported Back \_\_\_\_\_  
Adopted October 8, 2009  
Placed on File \_\_\_\_\_  
Moved By Kelly Thompson-Frater  
Seconded By Kevin O'Driscoll  
Yeas 7 Nays 0 Absent 0  
Rules Suspended \_\_\_\_\_

WHEREAS, the Community Development Authority of the City of Madison (the "CDA") currently leases to Madison Area Urban Ministry ("MUM"), as a holdover tenant with the CDA's permission, approximately 1,200 rentable square feet of space within the Atrium at The Villager, with rent at the rate of \$16.68 per square foot on a gross basis (\$20,023.20 per year); and

WHEREAS, the CDA and MUM have negotiated terms and conditions for a new lease that will relocate MUM from its current location on the first level of the Atrium at The Villager to a new space of approximately 1,800 square feet on the second level of the Atrium at The Villager; and

WHEREAS, upon relocation of MUM into the new space the existing lease will be terminated.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes the execution of a lease (the "Lease") between the CDA and Madison Area Urban Ministry (the "Tenant"), on the following terms and conditions:

- Leased Premises:** The CDA shall lease approximately 1,800 Square feet (Suite# 2022) located on the second level of the Atrium in The Villager as shown on the attached Leased Premises diagram.
- Term:** Five (5) years
- Lease Commencement Date:** Lease shall commence upon the Tenant's relocation to the new space, estimated to be approximately November 1, 2009.
- Base Rental Rate:** Base Rent shall be \$14.20 per square foot gross (\$25,560.00 per year).  
  
Base Rental Rate shall include taxes (or PILOT, Payment In Lieu of Taxes), and the following operating expenses: Common Area Maintenances (CAM) (includes janitorial, insurance, repairs and maintenance, snow removal, waste and recycling costs and management and administration), in-suite janitorial and common area utility expenses (electric, gas, HVAC costs).
- Tenant Expenses:** The Tenant shall be responsible for in-suite electrical usage (lights and outlets) which will be separately metered and paid directly by the Tenant to MG&E.
- Escalation:** The Base Rental Rate above shall be escalated annually at three and one-half percent (3.50%) on the anniversary of the Lease Commencement Date.
- Space Delivery:** The CDA shall deliver the space on a turnkey basis, based upon a mutually acceptable space plan. Finishes are generally described as "Class B" office finishes. (The attached plan is a basic example of the needs of the Tenant, but is subject to change as mutually approved by both parties.)

<b>Security Deposit:</b>	Same as current
<b>Parking ratio:</b>	The Tenant shall have non-exclusive access to parking as reasonably determined by CDA.
<b>Signage:</b>	The Tenant shall have signage consistent with The Villager sign standards.
<b>Use:</b>	The Tenant will occupy and use the Leased Premises solely for general office purposes and for no other purposes whatsoever without the CDA's prior written consent, which consent the CDA may withhold in its sole discretion. The Tenant is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities.
<b>Assignment and Subletting:</b>	<p>The Tenant shall have the right to sublet or assign all or part of the Leased Premises at any time with the CDA's consent, which shall not be unreasonably withheld, conditioned or delayed. Any subtenant's use must be similar to the underlying lease. Any change of use must be approved in writing by the CDA prior to approval of a sublease. The CDA shall also have the right of recapture.</p> <p>The Tenant shall not profit from any assignment or sublet. The CDA shall have the reasonable right to consider the financial capability and creditworthiness of a sublessee of the Tenant.</p>
<b>Security:</b>	<p>The CDA shall charge the Tenant for additional security resulting from the Tenant's use of common areas outside of normal business hours, which hours may be adjusted from time to time. Below is an outline of the current building security hours.</p> <p>Monday – Saturday 7:30am - 10:30pm Sunday 5:00pm – 7:00pm</p>

BE IT FURTHER RESOLVED that the current lease between the CDA and the Tenant shall be terminated on the date immediately preceding the Lease Commencement Date for the new leased premises.

BE IT STILL FURTHER RESOLVED that the Chair and Executive Director and Secretary of the CDA are hereby authorized to execute, deliver and record the Lease and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution.