

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4293

Authorizing the execution of a second amendment to the lease with Madison College for classroom and administrative space at the Village on Park.

Presented September 20, 2018
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays _____ Absent _____
Rules Suspended _____
Legistar File Number _____

RESOLUTION

WHEREAS, the Community Development Authority of the City of Madison (the "Landlord") is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the "Property"), more particularly described in the attached Exhibit A; and

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

WHEREAS, Madison Area Technical College District, Inc. a/k/a Madison College, (the "Tenant") and the Landlord currently have a lease for space in the Building recorded with the Dane County Register of Deeds as document No. 4494706 on January 20, 2009, as amended by document No. 4991001 on May 29, 2013 (the "First Amendment") (collectively the "Lease"); and

WHEREAS, the Lease is set to expire on July 31, 2019; and

WHEREAS, the parties agree extend the current Lease by five (5) months until December 31, 2019, under substantially similar terms and conditions as the Lease.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison hereby authorizes the execution of a second lease amendment (the "Second Amendment") with the Tenant for the following changes to the Lease on substantially the following general terms and conditions:

1. Section 1.2 of the Lease is amended to provide that the term of the Lease shall be extended by five (5) months, such that the new expiration shall be December 31, 2019.
2. Section 1.3 of the Lease is deleted in its entirety and replaced with the following:

The Tenant shall have no further options to renew or extend the term of the Lease.

3. The Base Rent referenced in Section 3.1 (a) of the Lease is revised from an annual figure to a monthly figure of Eighteen Thousand Sixty Dollars and Seventy-Three Cents (\$18,060.73). In addition, Exhibit E is deleted.
4. Section 6.3 of the Lease is amended and replaced to read as follows:

SECTION 6.3. SECURITY. Landlord shall charge Tenant for additional security resulting from Tenant's use of Common Areas outside of Tenant's normal business hours, which hours may be adjusted from time to time. The current building security hours are as follows: Monday-Friday 7:30 a.m.-9:45 p.m. Saturday, 8:00 a.m.-4:45 p.m.; Sunday-none.
5. Section 7.4 of the Lease is amended by adding the following sentence to the end of the section:

Tenant's responsibility to pay for water shall be set at \$20 per month.
6. Section 13.28 of the Lease is amended to replace "Siegel-Gallagher ONCOR International" with "Founders 3 Real Estate Services".
7. Provision 17 in the First Amendment is deleted in its entirety.
8. All references to the "Villager" are replaced with the "Village on Park".
9. Exhibit F "Property Rules and Regulations" is hereby added to the Lease.
10. All other terms and conditions of the Lease shall remain in full force and effect.

BE IT FURTHER RESOLVED that the Chair 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 in a form authorized by the City Attorney.

EXHIBIT A

Legal Description of the Property

Lot 2, Certified Survey Map No. 13468, City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251-0709-352-0406-9

EXHIBIT B

Premises

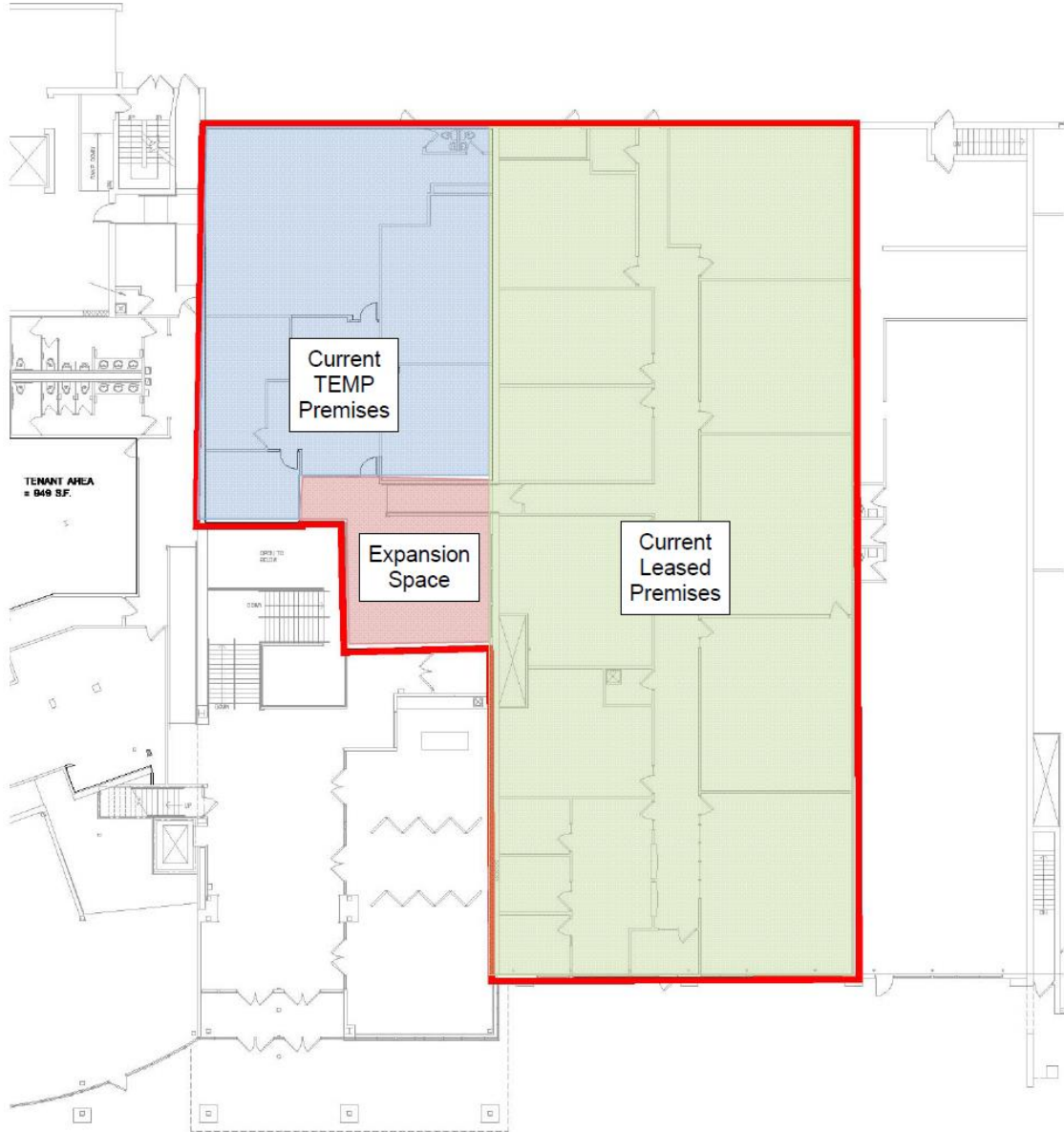


EXHIBIT C

PROPERTY RULES AND REGULATIONS

Landlord is defined herein to be either the CDA and/or its agent Founders3 (the "Landlord")

1. Lessees, vendors and contractors are to abide by all Building rules & regulations, including certificate of insurance requirements. Certificates of Insurance are to be kept current on file in the Founders 3 Real Estate Office. Certificates of Insurance must have these requirements prior to commencing work on the property.
2. Lessee shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Building. The Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any Lessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Subject to the provisions of the Lease, no Lessee and no employee or invitee of any Lessee is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Landlord's consent.
3. Lessee shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Lessee shall not use or permit to be used in the Premises any foul or noxious gas or substance, do or permit anything to be done in the Premises which materially obstructs, materially interferes, or materially injures Landlord or other tenants, nor shall Lessee bring into or keep in or about the Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
4. Except as specified in Lessee's Plans or the Lease, Lessee shall not use any method of heating or air conditioning other than that supplied or approved by Landlord.
5. Lessee shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's cooling system by complying with any reasonable governmental energy saving rules, laws or regulation of which Lessee has actual notice and which does not adversely affect the conduct of Lessee's business. The Landlord set back suite thermostats in a manner to reduce energy during times when the premises is not occupied. Please contact Founders 3 Real Estate regarding hours relating to the setback schedule for your thermostat.
6. Landlord reserves the right to exclude from the Building between the hours of 9 pm to 7:00am (Monday - Friday); before 9 a.m. and after 4 p.m. on Saturday and Sunday and on legal holidays, any person unless that person has a pass and/or furnishes proper identification to Landlord's security personnel. Landlord reserves the right to prevent access to the building in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.

7. All water faucets or other water apparatus, and except with regard to Lessee's computers and other equipment, which requires utilities on a twenty-four hour basis, all electricity switches should be shut off before Lessee and its employees leave the Premises.

8. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein.

9. Landlord reserves the right to exclude or expel from the Property any person who, in Landlord's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Property. If said person is inside Lessee's classroom, Landlord shall not enter Lessee's classroom's without a representative of Lessee's administrative staff present.

10. Lessee shall not place in any trash receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All refuse disposal by Lessee shall be made in accordance with directions issued by Landlord.

11. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord and that are consistent with the Lease or any governmental agency.

12. Landlord shall enforce the Rules and Regulations in a non-discriminatory manner. If Landlord agrees to less burdensome or more favorable rules and regulations for the benefit of any other tenant, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable rules and regulations.

13. These Rules and Regulations are in addition to the terms, covenants and conditions of the Lease for use of Premises in the Building. In the event these Rules and Regulations conflict with any provision of the Lease, the Lease shall control.

14. Smoking is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.

15. Landlord reserves the right to make reasonable additions and modification to the Rules and Regulations.