

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4420

Authorizing a First Amendment to Lease with Mentoring Positives, Inc. for the CDA-owned apartment unit at 414 Rethke Avenue.

Presented October 8, 2020  
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 ("CDA") is the owner of certain real property located at 3125 Webb Avenue Madison, Wisconsin (the "Property"); and

WHEREAS, the CDA and Mentoring Positives, Inc. ("Lessee") entered into and approved a lease dated December 30, 2013 for the Leased Premises located at 414 Rethke Avenue, which is part of the Property (the "Lease"). The CDA Board approved the Lease on November 21, 2013 via CDA Resolution No. 4048; and

WHEREAS, the Lessee would like to make some alterations to the Leased Premises; however there are no provisions in the Lease relating thereto. The CDA and Lessee have negotiated the below terms and conditions to the Lease to allow for renovations or alterations to the Leased Premises; and

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes a first lease amendment (the "First Amendment") with Mentoring Positives, Inc. (the "Lessee") substantially conforming with the following terms and conditions:

1. Amending Provision 15 of the Lease, Removal and Disposal of Personal Property, by adding the following sentence after the first sentence therein:

If any of the personal property is affixed to the Leased Premises and requires severance, it may be removed only if Lessee repairs any damage caused by such removal.

2. Amending Provision 22 of the Lease, Notices, by updating the contact information and deleting the first sentence therein and replacing it with:

All notices to be given under the terms of this Lease shall be in writing, dated and signed by the person sending the same, and shall be sent by electronic mail, registered or certified mail, return receipt requested and postage prepaid, to the address of the parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease. All time periods with

respect to notice shall commence on the date that electronic notice is sent or the date upon which the certified mail notice is mailed plus three days thereafter.

For the CDA:

Janet Corcoran  
East Housing Site Manager  
CDA-City of Madison  
3538 Straubel St #101  
Madison WI 53704  
[JCorcoran@cityofmadison.com](mailto:JCorcoran@cityofmadison.com)

For the Lessee:

Mentoring Positives, Inc.  
Will Green  
Founder/CEO  
414 Rethke Avenue  
Madison, WI 53714  
[Will.g@mentoringpositives.org](mailto:Will.g@mentoringpositives.org)

3. Adding Provision 30 of the Lease, Alterations, to state:

30. ALTERATIONS. Lessee shall not, without the CDA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, make any alterations, improvements, additions or utility installations upon the Leased Premises (collectively, "Alterations"). The term "utility installations," as used herein, shall include without limitation power panels, space heaters, fluorescent fixtures, conduits and wiring. Lessee shall provide the CDA with reasonably detailed architectural plans and specifications relating to any desired Alterations at the time of Lessee's request for consent. If CDA consents to any Alterations by Lessee, then the same shall be made at Lessee's own cost and expense, in a good and workmanlike manner in accordance with the architectural plans and specifications approved by CDA and the laws, ordinances and codes relating thereto, and free from any claim or claims for construction liens. Before starting any approved Alterations, the Lessee shall provide the CDA with a certificate of insurance from its Lease or naming the CDA and its officers, officials, agents, and employees as additional insured for the duration of the work per the policy terms outlined in Provision 12 of the Lease. Lessee shall employ only such labor in performing any construction work in or about the Leased Premises during the term of this Lease as will not cause any conflict or controversy with any labor organization representing building trades performing work for CDA in or about Property.

All Alterations shall become the property of CDA and shall not be removed from the Leased Premises, unless request is made by CDA in writing to Lessee to remove the same at the end of the Lease Term.

4. Adding Provision 31 of the Lease, Construction Liens, to state:

31. CONSTRUCTION LIENS. Lessee shall pay when due, and indemnify, defend and hold CDA harmless from, all claims for labor or materials furnished or alleged to have been furnished to Lessee for use in the Leased Premises, which claims are or may be

secured by any construction lien against the Leased Premises or any interest therein. Lessee shall not permit any liens under the construction lien law to be filed against the Leased Premises or any other part of Property or any interest therein and shall immediately obtain a release from any lien so filed. Nothing in the Lease shall be construed in any way as constituting the consent or request of CDA to any Lease or, sublease or, laborer, or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Leased Premises or any other part of Property, nor as giving Lessee any right, power or authority to Lease for or permit the rendering of services or the furnishing of materials that would give rise to the filing of a construction lien against the Leased Premises or Property.

5. Adding Provision 32 of the Lease, Counterparts, Electronic Signature and Delivery, to state:

32. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.

This Lease may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Lease may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

6. Adding Provision 33 of the Lease, Public Record, to state:

33. PUBLIC RECORD. This Lease and any amendments thereto will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties

7. All other provisions of the Lease remain unchanged and in full force and effect.

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