

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4676

Authorizing the execution of a fifth addendum to the lease between the CDA and the State of Wisconsin, Department of Administration (d/b/a UW Space Place) to revise the terms in the lease for space in The Village on Park.

Presented August 14, 2025  
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 "CDA") is the owner of The Village on Park, located at 2300 South Park Street (the "Property"); and

WHEREAS, the CDA (as the successor-in-interest to the original landlord – The Joseph Wayne Corporation via the Assignment of Leases dated December 8, 2004) and the State of Wisconsin, Department of Administration (the "Lessee") are parties to that certain lease dated December 8, 2004. The lease and its four addendums thereto dated March 31, 2010, March 4, 2013, November 5, 2015, October 13, 2023 (collectively are defined as the "Lease"); and

WHEREAS, the Lease expired on June 30, 2025, and the Lessee is holding over on a month-to-month basis at the last current rent as outlined in the Lease. The Lessee would like a revised one-year term with three (3) additional one term renewal options as outlined in this resolution; and

WHEREAS, given the current federal funding uncertainties that support the operation of this Lease, the Lessee requested: (i) a revised monthly rate that is more reasonable if the federal cuts are made to the programming done in Premises; (ii) the termination of classroom #2 from the Premises; (iii) a one month credit that equals the difference between the holdover rate and the revised monthly rate, which are reflected in this resolution; and

WHEREAS, the CDA and the Lessee and its tenant, University of Wisconsin System d/b/a UW Space Place have agreed to amend the Lease with the below terms.

NOW THEREFORE BE IT RESOLVED that the Board of the Community Development Authority of the City of Madison hereby authorizes the execution of an addendum to the Lease (the "Addendum") between the CDA and the State of Wisconsin, Department of Administration (the "Lessee"), amending the Lease substantially, though not exclusively, as follows:

1. Section 1 PREMISES

The definition of Premises in Section 1 of the Lease is amended and restated as follows:

Approximately 7245 square feet of exhibit, storage and training/classroom space (the "Premises") located on the lower level in Lessor's building (the "Building"), together with all appurtenances and access to common areas at of 2300 South Park Street in the City of Madison, Wisconsin (the "Property"), which Premises are further described in the attached amended Schedule II (floor plans).

Lessor is granted an access easement to room E019 (where the Building sump pump is located) in the Premises at all times and will provide Lessee with 24-hour notice before entering, except in the case of an emergency.

Lessee shall vacate and remove all personal property in classroom #2 on or before September 1, 2025. Lessee shall surrender classroom #2, in a broom clean condition and restore any damage it may have caused therein. Lessor will install new locks on all the doors adjoining the Premises.

## 2. Section 3 TERM/RENEWALS

The following new paragraph is added to the bottom of Section 3 TERM/RENEWALS of the Lease as follows:

The term of the Lease expired on June 30, 2025. The new Lease term commences on July 1, 2025 and expires on June 30, 2026 (the "Extended Term") payable in accordance the below Extended Term Rental Rate Schedule listed under the amended Section 5 RENTAL.

In addition, the Lease term may, at the option of the Lessee, be renewed for three (3 ) successive periods of one (1) year each (each a "Renewal Period"), subject to the availability of funds for the payment of rentals, payable in accordance the below First, Second and Third Renewal Period Rental Rate Schedules listed in amended Section 5 below, provided notice shall be given in writing to the Lessor at least ninety (90) days before the Lease or any renewal thereof would otherwise expire.

## 3. Section 5 RENTAL

The last sentence of the first paragraph and the annual rental schedule listed in Section 5 RENTAL are amended and restated as follows:

The annual rental rate for the Extended Term and any exercised Renewal Periods shall be paid in accordance with the following schedules.

<b>Extended Term Rental Rate Schedule</b>			
Begin Date	End Date	Annual Rent	Monthly Rent
July 1, 2025	June 30, 2026	\$66,756.00	\$5563.00

If Lessee has previously paid the monthly holdover rent in the amount of \$10,888.08 (the "Monthly Holdover Rent") for July 2025 and August 2025, then it shall receive a credit for these two months in the amount of \$5324.91 (the "Monthly Credit") for each month. If Lessee has not paid the Monthly Holdover Rent for either July 2025 or August 2025, then no Monthly Credit shall be granted by Lessor for both months, Lessee shall pay the Extended Term Monthly Rent for both or one month not paid before the CDA will sign the Addendum.

