

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4123

Authorizing for CDA to enter into a lease with Dane County Parent Council, Inc. (Head Start) for space at The Village on Park.

Presented	March 12, 2015				
Referred					
Reported Back					
Adopted	March 12, 2015				
Placed on File					
Moved By	Kelly Thompson-Frater				
Seconded By	Dean Brasser				
Yeas	5	Nays	0	Absent	2
Rules Suspended					

WHEREAS, from 1995 until June 30, 2014, Dane County Parent Council, Inc. ("DCPC") subleased from the City of Madison space within The South Madison Health and Family Center (a/k/a Harambee), previously located in the northerly section of The Village on Park; and

WHEREAS, the City's lease and DCPC's sublease both expired on June 30, 2014, at which time the Community Development Authority of the City of Madison ("CDA") entered into a Space Use Agreement directly with DCPC allowing for DCPC's continued use and occupancy of approximately 11,765 square feet of space; and

WHEREAS, the term of the Space Use Agreement is scheduled to expire on June 30, 2015; and

WHEREAS, DCPC desires to continue to use and occupy its current space in the Village on Park and has requested a lease for one (1) year, with a one (1) year renewal option; and

WHEREAS, the CDA and DCPC have negotiated terms and conditions for a new lease.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of Madison ("CDA") hereby authorizes the execution of a lease ("Lease") between the CDA and Dane County Parent Council, Inc. on the following general terms and conditions:

Leased Premises:	2312 S. Park Street, Madison, Wisconsin, containing approximately 11,765 square feet, together with the adjacent existing outdoor playground area (collectively, the "Leased Premises"). The Leased Premises are depicted on the attached Exhibit.
Landlord:	Community Development Authority of the City of Madison ("CDA")
Tenant:	Dane County Parent Council, Inc. ("DCPC")
Use:	Provision of Head Start and family services.
Initial Term:	One (1) year, for the period July 1, 2015 through June 30, 2016.
Rental Rate:	Rent payable during the Initial Term shall be at the annual rate of \$104,392.56 (\$8.87 per sq. ft.), payable in equal monthly installments of \$8,699.38. Rent shall include the CDA's costs for Common Area Maintenance, payment in lieu of taxes ("PILOT"), and insurance.
Renewal Option:	One (1) option for one (1) year. Rent will increase during the option period by three percent (3%) to the annual rate of \$107,524.32 (\$9.14 per sq. ft.), payable in monthly installments of \$8,960.36.

Utilities:	The CDA shall pay all charges for sewer, water, electricity and gas utility services used in or supplied to the Leased Premises. DCPC shall be solely responsible for all other utility charges, including, but not limited to, telephone and data connection and service.
Janitorial:	DCPC shall be responsible for in-suite janitorial services.
Assignment and Subletting:	DCPC shall not assign its interest in the Lease nor sublet the Leased Premises without the CDA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any proposed change of use must be approved in writing by the CDA prior to approval of a sublease.
Condition of Leased Premises:	DCPC currently occupies the Leased Premises pursuant to a Space Use Agreement with the CDA which expires on June 30, 2015 and shall accept the Leased Premises in as-is condition.
Signage:	DCPC shall have signage consistent with The Village on Park sign standards.
Parking:	DCPC shall have non-exclusive access to parking as reasonably determined by the CDA.
Security:	The CDA shall charge DCPC for additional security resulting from DCPC's use of common areas outside of normal business hours, which hours may be adjusted from time to time. The current building security hours are as follows:

Monday – Saturday:	8:00 a.m. - 10:45 p.m.
Sunday:	10:00 a.m. - 7:00 p.m.

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.