



## Legislation Text

File #: 13965, Version: 1

### Fiscal Note

This amendment to lease requires the City to pay initial base annual rent of \$9.34 per square foot, or \$55,492.07, plus all utility costs and the City's prorata share of common area maintenance expenses and real estate taxes. Base annual rent shall be subject to a 3% increase every year. Funding for 2009 is provided in the approved Library Budget. Funding beyond 2009 will be included in future operating budgets, subject to Council approval.

### Title

Authorizing the execution of an amendment to the lease with MLG Capital/Meadowood, LLC allowing for the City's continued use of space at 5740 Raymond Road for the operation of the Meadowridge Branch Library.

### Body

WHEREAS, MLG Capital/Meadowood LLC, as the lessor, and the City of Madison, as the lessee, are parties to a lease dated July 1, 2001, as amended February 10, 2006, pertaining to the City's use of 5,940 square feet of space within the Meadowood Shopping Center, located at 5740 Raymond Road, for the operation of the Meadowridge Branch Library; and

WHEREAS, the term of the Lease is scheduled to expire on June 30, 2009; and

WHEREAS, the terms of a lease extension have been negotiated and a lease amendment has been prepared by the Office of Real Estate Services.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute an amendment to lease with MLG Capital/Meadowood LLC (the "Lessor"), amending the existing lease dated July 1, 2001, as amended February 10, 2006 (the "Lease"), as follows:

- 1) The term of the Lease shall be extended for a period of five (5) years, commencing on July 1, 2009 and expiring on June 30, 2014.
- 2) The Base Rent payable during the extended term shall be as follows:

Year Period	Monthly Base Rent	Annual Base Rent	Base Rent per SF
7/1/2009 - 6/30/2010	\$4,624.34	\$55,492.07	\$ 9.34
7/1/2010 - 6/30/2011	4,763.07	57,156.84	9.62
7/1/2011 - 6/30/2012	4,905.96	58,871.54	9.91
7/1/2012 - 6/30/2013	5,053.14	60,637.69	10.21
7/1/2013 - 6/30/2014	5,204.73	62,456.82	10.51

- 3) In accordance with the terms of the Lease, the City shall continue to pay its prorate share of real estate taxes and common area maintenance charges. The City shall also continue to pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the leased premises.
- 4) The City shall have the right, at its sole option, to terminate the Lease effective anytime after June 30, 2012 by giving the Lessor a minimum of one hundred eighty (180) days written notice of termination.
- 5) All other terms and conditions of the Lease which are not inconsistent with the amended terms set forth above shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute any and all additional documents that may be required to complete this transaction.