



Legislation Text

File #: 02482, **Version:** 1

Fiscal Note

Sufficient funding for this purchase is available in the adopted 2005 and 2006 Capital Budgets. Funding for operation, maintenance and repair is available in the adopted 2006 Operating Budget.

Title

Authorizing the mayor and City Clerk to execute an Addendum to Agreement between the City of Madison and Dane County for the Sale of Space in the City-County Building and to execute an Amended Agreement for the operation and maintenance of the building.

Body

WHEREAS, the City of Madison ("City") and Dane County ("County") have, by an agreement dated February 8, 1955, (hereinafter, the "Master Agreement") and amendments thereto, entered into a contractual relationship pursuant to which the parties have provided for ownership and operation of the City of Madison City Hall and the Dane County Courthouse ("the City-County Building"); and

WHEREAS, the City and County wish to enter into an Addendum to Agreement ("Addendum") and to amend the Master Agreement to provide for the sale by the County to the City of certain parts of the City-County Building as set forth herein:

1. The Master Agreement shall be further updated and amended by the Addendum, except for those changes expressly set forth in the Addendum. Both the Addendum and the updated and amended Master Agreement are attached hereto.
 2. Effective February 1, 2006, the County shall sell property in the City-County Building described in Schedule A, which is attached to the Addendum, to the CITY for \$1,100,000.00 (ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS), payable in two installments as follows: \$500,000.00 by December 31, 2005 and \$600,000.00 by February 1, 2006.
 3. The price indicated herein is for this transaction only and does not reflect or establish the cost per square foot for space in the City-County Building for, or in, any future transactions.
 4. The City shall pay any and all costs associated with remodeling the space referred to in Schedule A. Plans to remodel the space referred to in Schedule A shall be submitted to and approved by the City-County Liaison Committee, and the City shall coordinate remodeling activities with the County's Facilities Management Division.
 5. The City shall pay \$100,000.00 (ONE HUNDRED THOUSAND AND 00/100 DOLLARS) for the cost of operation, maintenance and repair of the additional allocation of space in the City-County Building under the Addendum for 2006, based upon a projected closing and possession of February 1, 2006, in addition to the City's proportionate cost of operation, maintenance and repair based upon a 30% building space allocation, estimated to be \$787,980. Effective January 1, 2007, the proportionate cost of operation, maintenance and repair of the building and grounds shall be: 39.1% to be paid by the City and 60.9% to be paid by the County.
 6. The entire agreement of the parties is contained in the Addendum, which together with the updated and amended Master Agreement, supersede any and all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Addendum and the Master Agreement shall not be amended in any fashion except in writing, executed by both parties.
- NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk be and hereby are authorized to execute the Addendum and amended Master Agreement in a form approved by the City Attorney.