



Legislation Text

File #: 03745, Version: 2

Fiscal Note

The lessee will continue to pay to the City annual rent of \$1.00 and the cost of property insurance. The Dudgeon School property is among several for which a total of \$1.3 million in sale revenues are anticipated in the 2006 City operating budget.

Title

SUBSTITUTE - Authorizing the execution of a First Amendment to Lease with Dudgeon Center for Community Programs providing for an extension of the lease at 3200 Monroe Street. (10th AD)

Body

WHEREAS, the City of Madison currently leases the former Dudgeon School building and land located at 3200 Monroe Street (collectively, the "Premises") to Dudgeon Center for Community Programs ("DCCP"), a non-profit corporation, pursuant to a lease dated December 3, 1992 (the "Lease"); and

WHEREAS, the initial term of the Lease expired in 2002 and, in accordance with the terms of the Lease, has automatically continued for successive one-year terms running from January 1 to December 31 of each year; and

WHEREAS, in addition to the right to terminate the lease for cause, the City has the right to terminate the Lease as follows: (1) by giving DCCP a minimum of 15 days notice prior to the expiration of each one-year extended term of the Lease; and (2) by giving DCCP 180 days notice in the event the City chooses to sell or dispose of the Premises or if the Premises is desired for a public purpose; and

WHEREAS, to accommodate Wingra School, DCCP has requested that the Lease be amended to eliminate the aforementioned termination provisions and to provide that the current Lease term, which runs from January 1, 2006 to December 31, 2006, be extended to August 31, 2008; and

WHEREAS, the City's Real Estate Section has negotiated the terms of an amendment to the Lease with DCCP providing for such extension of the Lease term and modifications to the Lease termination provisions.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a First Amendment to Lease with Dudgeon Center for Community Programs, Inc. ("DCCP"), pertaining to the lease dated December 3, 1992 (the "Lease") of the building and land located at 3200 Monroe Street (collectively, the "Premises"), which Amendment shall be subject to the following terms and conditions:

1. The current term of the Lease, which runs from January 1, 2006 to December 31, 2006, shall be extended for a period of 16 months, commencing on January 1, 2007 and expiring on August 31, 2008 (the "Extended Term").
2. Subparagraph 23.b. of the Lease, which allows the City to terminate the Lease upon a minimum of 15 days notice prior to the expiration of any one (1) year term, shall be deleted in its entirety.
3. Subparagraph 23.c. of the Lease, which allows the City to terminate the Lease upon 180 days notice in the event the City chooses to sell or dispose of the Premises or in the event the Premises is desired for a public use, shall be deleted in its entirety.
4. The following provision shall be inserted in the Lease:

Hold Over. In the event the Lessee shall, upon the prior written approval of the City, continue to occupy or use the Leased Premises after the expiration of the Extended Term, such holding over occupancy shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as provided in the Lease, as hereby amended, and in no event shall the tenancy be deemed to be year to year.

5. All other provisions of the Lease shall remain unchanged and 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 accomplish the purposes of this Resolution.