



## Legislation Text

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**File #:** 21696, **Version:** 1

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### **Fiscal Note**

Lease costs are \$500 per month, for a term of seven months. Funds are available in Account CS53-58260-810358-00-53W0633.

### **Title**

Authorizing the execution of a lease between the City of Madison and East Washington LLC to provide an off-street temporary parking location during the reconstruction of Williamson Street.

### **Body**

The 2011 Williamson Street reconstruction project will require the narrowing of Williamson Street to a single inbound travel lane for a significant duration of the construction season. There will be no parking permitted on Williamson Street during this time. As a way to mitigate the loss of Williamson Street parking, and the added demand caused by the parking needs of the employees of the project contractors, the City proposes to lease properties owned by East Washington, LLC to provide temporary off-street parking during the reconstruction project.

This temporary off-street parking will be made available, through a permitting process administered by the City, to three groups of individuals. The first are the employees of the project contractors to park their personal vehicles. The second are employees of Williamson Street businesses. The final group will be residents of Williamson Street who may temporarily lose access to their driveways when work is occurring immediately in front of their residence.

An off-street temporary parking location for contractor employees, business employees, and local residents with temporary parking needs, will provide parking opportunities for customers of Williamson Street businesses on the side streets immediately adjacent to Williamson Street. An off-street temporary parking location will also relieve the pressure on street parking within the residential neighborhoods immediately adjacent to Williamson Street.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Madison hereby authorizes the execution of a lease between the City of Madison (the "Lessee") and East Washington, LLC (the "Lessor") for the operation of an off-street temporary parking location by the City on properties owned by the Lessor located in Block 144 of the Original Plat of the City of Madison (collectively the "Leases Premises"), as shown on the attached exhibit, on the following terms and conditions:

1. Term of Lease. The term of the Lease shall be seven (7) months beginning on April 1, 2011 and expiring on October 31, 2011, unless otherwise extended upon agreement of the parties.
2. Early Termination. The Leased Premises are the subject of a Purchase and Sale Agreement between the Lessee, as the buyer, and the Lessor, as the seller, dated February 28, 2011 (the "PSA"). The parties acknowledge and agree that the Lease shall be subject to early termination in the following events:
  - a. The Lessor shall have the right to terminate the Lease, upon a minimum of 30 days written notice to the Lessee, in the event the Lessee elects to terminate the PSA in accordance with Paragraph 7 of the PSA. In such event, the date of termination of the Lease must fall on the last day of the month.

- b. The Lease shall terminate automatically, without notice, upon transfer of title of the Leased Premises from the Lessor to the Lessee in accordance with the terms of the PSA.
3. Rent. Rent shall be Five Hundred and 00/100 Dollars (\$500.00) per month.
4. Use. The Lessee shall use the Leased Premises for the temporary parking of vehicles of contractor employees working on and business employees and residents impacted by the reconstruction of Williamson Street. Parking on the Leased Premises shall be by "Permit Only," with enforcement the responsibility of the Lessee. Said use shall not include any of the buildings located on the Leased Premises.
5. Lessee Responsibilities. The Lessee shall be responsible for any and all maintenance needed on the Leased Premises including, but not limited to, maintenance and repair of the parking lot surfaces, signage, and snow and ice removal from the parking lot surfaces.
6. Lessor Responsibilities. The Lessor shall be responsible for any and all real estate taxes, assessments and utility charges on the Leased Premises during the term of the Lease.
7. Insurance and Limitation of Liability. Upon execution of the Lease, the Lessee shall provide the Lessor with a Certificate of Insurance for the policy period January 1, 2001 to December 31, 2011 with the Lessee's General Liability coverage limits of \$10,000,000 per occurrence with an annual aggregate of \$30,000,000 and a self-insured retention of \$300,000 per occurrence with an annual aggregate deductible of \$1,550,000.

The Lessee agrees to require that all users of the Leased Premises pursuant to Paragraph 4 above to sign a permit to park on the Leased Premises that shall include the following language:

Limitation of Liability

This permit licenses the holder to park one automobile in this area at the holder's risk. City of Madison as licensor and East Washington, LLC as owner of the land on which the parking lot is located declare themselves not responsible for fire, theft, damage to or loss of such automobile or any article left therein. Only a license is granted hereby and no bailment is created. Your acceptance of this permit shall constitute an acknowledgement and acceptance of this condition on your right to use this parking lot. Please lock your car and take your keys.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute any and all documents and take whatever actions are required to complete the transaction authorized in this resolution.