



## Legislation Details (With Text)

<b>File #:</b>	23096	<b>Version:</b>	1	<b>Name:</b>	9696 East Wash LLC Temporary Lease
<b>Type:</b>	Resolution	<b>Status:</b>	Passed		
<b>File created:</b>	7/1/2011	<b>In control:</b>	BOARD OF ESTIMATES (ended 4/2017)		
<b>On agenda:</b>	7/19/2011	<b>Final action:</b>	7/19/2011		
<b>Enactment date:</b>	7/28/2011	<b>Enactment #:</b>	RES-11-00644		
<b>Title:</b>	Authorizing the execution of a lease with East Washington LLC for a building with ancillary parking located at 802 East Washington Avenue.				
<b>Sponsors:</b>	Bridget R. Maniaci				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. 9696 Lease Premises Body Shop Resolution Exhibit.pdf				

Date	Ver.	Action By	Action	Result
7/19/2011	1	COMMON COUNCIL	Adopt	Pass
7/11/2011	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
7/5/2011	1	COMMON COUNCIL	Referred	
7/1/2011	1	Economic Development Division	Referred for Introduction	

### Fiscal Note

This resolution authorizes a lease agreement allowing a body shop to continue to operate on newly acquired City property until a replacement body shop is completed. The City would receive \$4,500 per month over the term of lease, which would be deposited into the TID #36 fund. No appropriation is required.

### Title

Authorizing the execution of a lease with East Washington LLC for a building with ancillary parking located at 802 East Washington Avenue.

### Body

The City of Madison executed a Purchase and Sale Agreement (the "PSA") with East Washington LLC (the "Seller") for the purchase of a parcel located at 802 East Washington Avenue (the "Property"). The Seller is currently operating a body shop with ancillary parking in a building (the "Building") on the Property. Under the terms of the PSA the Seller must vacate the Property prior to closing on the purchase. The Seller is building a replacement body shop which will not be completed prior to closing. The Seller has requested that the City lease the Building and ancillary parking until such time as the replacement body shop is completed. The terms of a lease have been negotiated by the Office of Real Estate Services.

NOW THEREFORE BE IT RESOLVED that the Common Council hereby authorizes the execution of a lease between the City of Madison (the "Lessor") and East Washington LLC (the "Lessee") for a building and ancillary parking area (the "Leased Premises"), as shown on the attached exhibit, located on a parcel of land to be acquired by the City, on the following terms and conditions:

- 1. Use.** The Leased Premises shall be used solely for the Lessee's operation of a body shop and ancillary vehicle parking. The Leased Premises shall be used exclusively by the Lessee and the employees, customers and vendors of the Lessee. No exterior storage is permitted on the Leased Premises without the prior written approval of the Lessor.

2. Term. The term of the Lease shall be month to month commencing on the date of closing for the purchase of the Leased Premises by the Lessor from the Lessee as provided in the Purchase and Sale Agreement executed between the parties effective February 28, 2011.
3. Termination. The Lease may be terminated by either party providing the other party thirty (30) days written notice.
4. Rental Rate. The rent shall be Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) per month payable on the first of every month throughout the term of the Lease. The rent shall be prorated for any partial month.
5. Lessee Responsibilities. The Lessee shall be responsible for all utilities, maintenance, janitorial, repairs, snow removal, trash, debris and recycling removal, and landscape maintenance on the Leased Premises including all buildings and related improvements throughout the term of the Lease. No exterior storage is permitted on the Leased Premises with the Lessor's prior written approval.
6. Sublet or Assignment. The Lessee shall not have the right to sublet or assign all or part of the Leased Premises without the Lessor's prior written consent.
7. Removal and Disposal of Personal Property. Upon the termination of the Lease, the Lessee shall remove, at its sole cost, all personal property from the Leased Premises.
8. Access to the Property. The Lessor and its authorized agents and contractors shall be permitted access to the Leased Premises for the purpose of conducting environmental assessments of the Leased Premises, performing engineering and surveying activities and other studies related to the redevelopment of the Leased Premises, and physical inspections of any building and related improvements located on the Leased Premises at reasonable times with at least twenty-four (24) hours notice to the Lessee.
9. Indemnification/Insurance. The Lessee shall be liable to and agree to indemnify, defend and hold harmless the Lessor and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Lessor or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee and/or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of the Lease, whether caused by or contributed to by the negligent acts of the Lessor and its officers, officials, agents, and employees. Additionally, the Lessee shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the Lessor's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the Lessor as additional insured. As evidence of this coverage, the Lessee shall furnish to the Lessor a certificate of insurance on a form provided by the Lessor.

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