



## Legislation Text

**File #:** 07029, **Version:** 1

### Fiscal Note

Net sale proceeds shall be deposited into Account No. ESTM-78310-810388-00-53B0963.

### Title

Authorizing the execution of an Agreement for Purchase/Sale of Building Structures pertaining to the house and two-car garage located at 311 N. Marquette Street. (15th AD)

### Body

WHEREAS, the City Engineering Division acquired the residential property located at 311 N. Marquette Street to accommodate construction of the Starkweather Creek Path and Streambank Project, with the acquisition authorized by Resolution Enactment No. RES-06-00687, File Number 04146, enacted on 8/7/2006; and

WHEREAS, the City Engineering Division issued a Request for Proposals to Purchase and Relocate the three-bedroom house and garage located on the property on June 19, 2007, with bids due on Friday July 6th; and

WHEREAS, The City Engineering Division did not receive any bids by the deadline, however Heritage Movers, L.L.C. of Albany, WI (one of the potential bidders) contacted the Engineering Division the week following the bid, and submitted an acceptable bid which was received on Thursday July 12, 2007; and

WHEREAS, the City Engineering Division would like to accommodate moving of the house in lieu of demolishing it; and

WHEREAS, the City Engineering Division selected Heritage Movers, L.L.C. as the successful bidder (the "Buyer"); and

WHEREAS, the bid document requires that the Buyer comply with the terms and conditions of an Agreement for Purchase/Sale of Building Structures to be entered into between the City and the Buyer.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Madison (the "City") hereby authorizes the execution of an Agreement for Purchase/Sale of Building Structures with Heritage Movers, L.L.C. (the "Buyer") of the house and two-car garage (the "Building Structures") located at 311 N. Marquette St. (the "Premises"), as depicted on attached Exhibit A, subject to the following terms and conditions:

1. Purchase Price and Closing.
  - a. The purchase price of the Building Structures shall be established upon awarding of the bid and shall be payable in cash at closing.
  - b. The City agrees to execute and deliver to the Buyer at closing a Bill of Sale conveying the Building Structures to the Buyer. The Building Structures shall be conveyed on an as-is, where-is basis.
  - c. Closing shall take place within ten (10) business days following approval by the City of Madison Common Council, or at a later date agreed to by the parties, and at a location agreed to by the parties.
  - d. In addition to the consideration payable under subparagraph 1.a., the Buyer shall pay to the City a "Performance Deposit" of \$2,000.00 to secure the performance by the Buyer of the conditions set forth in Paragraph 2 for the removal of the Building Structures and restoration of the Premises.
2. Removal of Building Structures and Restoration of Premises.
  - a. The Buyer shall contract with a professional building mover (the "Contractor") for the removal of the Building Structures, including plumbing fixtures, water heaters, home heating systems and freestanding fuel oil tanks,

from the Premises. The Building Structures and appurtenances shall be removed to the elevation of the top of the foundation walls. No other concrete walk, drive, steps or slabs are required to be removed.

- b. The Buyer shall remove the Building Structures and clean up the Premises, at the Buyer's sole risk, loss, expense, and liability, within twenty (20) business days following the date of closing (the "Restoration Deadline"). The Restoration Deadline may be extended by the City in writing.
- c. The basement shall be cleaned out to the concrete block or poured concrete wall including studs, drywall, carpeting, insulation and any other removable items. All basement windows shall be removed and disposed of.
- d. The entire Premises shall be cleared, at the Buyer's expense, of all decomposable and combustible refuse, debris and materials resulting from the removal of the Building Structures and such items disposed of in a manner in compliance with the requirement of all applicable laws, regulations, and ordinances of federal, state, and local governments.
- e. Any exposed opening existing or occurring by reason of the removal of the Building Structures shall be, at the Buyer's expense, suitably fenced by sundown of the day the Building Structures are to be moved to protect and safeguard the public from any and all languorous or hazardous conditions. If not properly protected, the City will fence the Building Structures and deduct the cost thereof from the Buyer's Performance Deposit.
- f. The Buyer shall arrange for public and private utility companies to disconnect service, remove meters and other equipment, at the Buyer's expense.
- g. The Buyer, its Contractor, and any agents or subcontractors of either shall conform to all applicable health and safety laws, regulations, and ordinance of federal, state and local governments in the removal of the Building Structures. All work involved and permits required in razing, moving, removing, or transporting the Building Structures shall be the sole responsibility of the Buyer. Any environmental damage or pollution resulting from the removal of the Building Structures shall be the sole responsibility and liability of the Buyer.

3. Final Inspection by City.

- a. Within five (5) business days following the Restoration Deadline, the City shall inspect the Premises to determine whether it has been cleared of the Building Structures and all related refuse, debris, and materials as required by the Agreement.
- b. If the Building Structures are completely removed from the Premises by the Restoration Deadline and the Premises restored in satisfactory and acceptable condition, the Performance Deposit shall be refunded to the Buyer, without interest, within thirty (30) days after the date of the City's inspection.
- c. If the Building Structures are not completely removed from the Premises or the Premises is not in satisfactory or acceptable condition by the Restoration Deadline, the Performance Deposit, as well as the Purchase Price, may be forfeited to the City as payment to remove the Building Structures from the Premises.
- d. If the Buyer fails to remove the Building Structures from the Premises by the Restoration Deadline, or a later date agreed to in writing by the City, the Buyer shall forfeit any and all rights, title and interest in the Building Structures remaining on the Premises. In such event, the Building Structures and any salvageable materials remaining on the Premises shall revert to the ownership and control of the City to dispose of as it sees fit; however, nothing herein shall, in any way, release the Buyer from any of the Buyer's duties, obligations, or liability under the terms and provisions of the Agreement.

4. Indemnification. The Buyer shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, 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 City 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 Buyer and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of the Agreement, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. Additionally, the Buyer 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 City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Buyer shall furnish to the City a certificate of insurance on a form provided by the City.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute any and all documents and take whatever actions necessary to accomplish the purposes of this resolution.