



Legislation Text

File #: 84612, **Version:** 1

Fiscal Note

No City appropriation required.

Title

Authorizing the City's execution of a Maintenance Agreement with Common Wealth Development, Inc. for the use of the E. Main Street right-of-way with two existing patios and associated patio improvements to support two outdoor cafés adjacent to the property located at 931 E. Main Street, as well as the City's acceptance of ownership of said improvements in exchange for the perpetual maintenance of them by Common Wealth Development. (District 6)

Body

WHEREAS, the property located at 931 E. Main Street, in the City of Madison, Dane County, Wisconsin ("Property") is held by Common Wealth Development, Inc. ("Owner") in fee simple interest; and

WHEREAS, the Property is occupied by multiple tenants, two of which have permanent patio improvements constructed in the E. Main Street right-of-way ("Improvements") to support outdoor cafés adjacent to the respective businesses, as depicted on Exhibit A to the Maintenance Agreement attached hereto ("Maintenance Areas"); and

WHEREAS, one of the patios has existed since 2012 under that certain *Encroachment Agreement*, recorded as Document No. 4877617, pursuant to Madison General Ordinance 10.31, and the other was constructed in 2024 under a Street Terrace Permit approved by City Engineering; and

WHEREAS, both patios have approved Sidewalk Café Licenses for the 2024-2025 season, pursuant to Madison General Ordinance 9.13 Street Vending Licenses, which carry fee and insurance requirements similar to an Encroachment Agreement; and

WHEREAS, City staff recognizes the duplicative nature of the overlapping ordinances and fee requirements, and is therefore undertaking a long-term effort to terminate all Encroachment Agreements created for patio improvements in the right-of-way that support sidewalk cafes upon their replacement with a no-fee Maintenance Agreement and associated Sidewalk Café License; and

WHEREAS, the Owner agreed to and signed a Maintenance Agreement with the City, whereby ownership of the Improvements will be transferred to the City, in exchange for the ongoing maintenance of the Improvements by the Owner and/or the Owner's designee, and the Owner now desires that the aforementioned Encroachment Agreement is terminated.

NOW, THEREFORE BE IT RESOLVED, that the City and the Owner shall enter into the Maintenance Agreement attached hereto as Attachment 1, substantially on the terms, conditions and obligations contained therein, as approved by the City Attorney's office.

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 complete this transaction.