



PARKS, RECREATION & FACILITIES MANAGEMENT

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Memorandum

To: Parks and Recreation Committee
From: Dean Gazza, Parks, Recreation and Facilities Management Department
Date: May 17, 2013
Re: Action: Agreement with Basil's Pub and Provisions for use of Houdini Plaza

Since 2005, the Parks and Recreation Committee and the City Council have approved a lease agreement with Mark Behnke, owner of Basil's Pub and Provisions and Olde Town Tavern, to lease approximately 400 sq. ft. in Houdini Plaza behind Basil's for an outdoor seating/serving area. With the renovations to Houdini Plaza scheduled for completion in mid-June, Mr. Behnke has requested leasing 1,200 sq. ft of space in Houdini Plaza behind both Basil's and Olde Town Tavern. A diagram of Houdini Plaza is attached and the proposed lease space is noted.

The leasing of space in Houdini Plaza by Mr. Behnke was presented to the Parks and Recreation Committee on April 24, 2013 and May 8, 2013, for review and comment. Based on feedback provided by the Committee and continued discussions with Mr. Behnke, the following terms of a lease agreement are being presented to the Committee for review and consideration. Mr. Behnke has agreed to the terms of the agreement

The terms of the lease agreement are generally consistent with previous agreements and also include additional and/or amended terms based on the input provided at the Committee meeting on April 24th and May 8th. (The additional and/or amended terms are noted in **BOLD**.)

The terms of the lease agreement with Mr. Behnke would include the following:

- Behnke will lease 1,200 sq. ft immediately south of Basil's and Olde Town Tavern in Houdini Plaza as identified in Attachment B:
- Behnke will lease the area beginning upon signing of the agreement and ending **December 31, 2017**.
- Behnke will provide a **prorated payment based on \$3,000 for 2013, a payment of \$3,000 in 2014 and a payment of \$4,000 in 2015, 2016 and 2017** to the City of Appleton for the term of the lease. Payment shall be due at the signing of the lease and on or before January 31 of each year thereafter.
- Food and beverage service shall be limited to the Leased Premise only between 11:00 A.M. and 12:00 A.M. Monday thru Friday and Sunday; and, between 9:00 A.M. and 12:00 A.M. Saturday.
- Behnke will provide food and beverage service that meets all applicable licenses and permits.
- Behnke will obtain all applicable licenses and approvals for the service of food and beverage in the leased area.
- Behnke will provide trained wait staff during all food service hours.
- Behnke will provide all furniture for the leased area. **Furniture shall be restaurant quality outdoor furniture and shall be consistent with the current amenities in the plaza.**
- **Behnke will complete renovations to the back wall of the restaurants/bars by 8/31/2013. Prior to lease execution, Mr. Behnke will detail his plans for these improvements and are to be similar to the drawings presented to the Parks & Recreation Committee.**
- Behnke will be solely responsible for the furniture.
- Behnke will provide the fencing necessary to separate the leased area from the remainder of Houdini Plaza as depicted in the renditions (Attachment C). **A street occupancy permit must be obtained if fencing and/or canopies are permanently affixed to the plaza.**
- **The lease area may only be used after the fencing has been installed.**
- **Behnke will be solely responsible for removal of fencing and/or canopies and associated costs to repair/restore Houdini Plaza at the end of the agreement.**
- Behnke will maintain the leased area on a daily basis (12 months).
- Behnke will address daily maintenance issues in Houdini Plaza directly related to the activities related to the leased area. Maintenance issues shall include, but are not limited to, waste and litter disposal, walkway cleaning, **snow removal** and general site inspection consistent with standards established by the **Parks, Recreation and Facilities Management Department**.
- **Lease agreement is non-transferable to any other party without written agreement by all parties.**
- **Behnke shall permit the general public to use the Leased Patio Premises, including use of restroom facilities, during regular service hours provided such use does not conflict with Tenant's food and beverage licensing.**
- **Behnke will be present written notice of any violations of agreement and will have 10 days to correct the violation. If the violation is not corrected after ten (10) days, the City shall have the right to terminate the agreement.**

This lease agreement will appear on the Parks and Recreation Committee meeting agenda as an action item on Wednesday, May 22, 2013.

Please contact me at 832-5572 with any questions or concerns.