

Legal Suggestive Changes.

The substantive choice as to lease terms is a policy call. There are a number of issues I see in this lease which you should consider in deciding whether it is in the City's best interests. Specifically these include:

1. I suggest an estimated square footage. Also show the space on a diagram with general areas marked. Maybe use a Borough GIS image as a reference. Describing by number and type of vehicles is helpful, but if they park them farther apart they take more space. Also consider how much space you want to retain for City use, and whether you want seasonal variations. Is the space exclusive use space? If it is fenced then it would be, but you should have at least an estimated square footage.
2. They used to rent in Cambria, I would see what they paid there and see if your rate is competitive.
3. The cost of parking lot improvement (brush cutting and d-1 and grading) may well eat up a chunk of the revenues, and a credit for streetlights could essentially eliminate revenues if they are expensive. The lease does not address what happens if the costs are greater than the revenues. I suggest capping credits, and allocate not just the capital but the electrical cost. Do you want to limit the type of lights and any directional limits?
4. The statement of intent to purchase fuel at 3 Bears is not a binding enforceable commitment, or commitment to any particular volume, so you cannot count on it as revenue. It might be better with an estimated volume per year and percentage with an additional charge if they don't make that volume.
5. The permission to perform maintenance without limiting what they do creates a risk of contamination if they spill fuel or oils or other fluids on the ground. You would likely want any maintenance to be on an impervious surface and would want provisions making them responsible for any contamination caused by their maintenance, and have an inspection of the property before and after to verify whether there has been any contamination. They should be responsible if the pollution condition arises during their lease.
6. Leaving the cost of fencing as security as not agreed upon in advance poses a risk where there is not a method for resolving the disagreement. What about removal afterwards? Ownership afterwards? I suggest that it provide that, unless agreed upon otherwise before installation, they be responsible for fencing and security cameras, and if they do not remove them they become Saxman property.