



Legislation Details (With Text)

File #: 05-2736 **Version:** 1 **Name:** Lease between City of LB and Malibu Ceramic Works

Type: Contract **Status:** CCIS

File created: 5/18/2005 **In control:** City Council

On agenda: 5/24/2005 **Final action:** 5/24/2005

Title: Recommendation to authorize City Manager to execute a lease between the City of Long Beach and Malibu Ceramic Works, a California Corporation, for City-owned property at 903 Fairbanks Avenue, for use as a ceramics studio. (District 1)

Sponsors: Community Development, Parks, Recreation and Marine

Indexes: Leases

Code sections:

Attachments: 1. C-8att.pdf, 2. C-8sr.pdf

Date	Ver.	Action By	Action	Result
5/24/2005	1	City Council	approve recommendation	Pass

Recommendation to authorize City Manager to execute a lease between the City of Long Beach and Malibu Ceramic Works, a California Corporation, for City-owned property at 903 Fairbanks Avenue, for use as a ceramics studio. (District 1)

On September 7, 2004, the City Council authorized the acquisition of a 1.22-acre parcel of land (Site), located at 903 Fairbanks Avenue, for the Drake/Chavez Greenbelt Project (Project). (Please see Exhibit "A and Exhibit "B"). While acquisition of the property is complete, development of the Project will not commence until adjoining parcels can be assembled and the appropriate community planning and environmental reviews can be accomplished. The Site contains a one-story industrial building previously used as a ceramics factory. In order to utilize the property until development of the Project can proceed, the City has negotiated lease terms with Malibu Ceramic Works for ceramic production, sales, tours and classes.

The proposed lease contains the following major terms and provisions:

0 Lease Term: Month-to-month, beginning June 1,2005:

0 Use: The leased premises will be utilized for the production and sale of ceramics. Tours and classes in ceramics will also be provided at no cost to local school children and community members.

0 - Rent: The monthly market rent for the leased premises was appraised at \$10,000. Lessee shall pay \$7,500 per month plus \$2,500 in additional consideration in the form of classes and tours for the benefit of the City. Details regarding number of classes, times, and participant availability will be determined by the Department of Parks, Recreation and Marine.

0 Free Rent Period: Lessee is accepting the leased premises in an "as-is" A 60day free rent period will be provided to allow the Lessee condition. appropriate time for the completion of tenant

improvements to conduct business and offer classes within the facility. Utilities and Maintenance: The Lessee shall be responsible for the cost of all utilities and maintenance for the leased premises. Termination: Either party may terminate the Lease by providing a 30-day advance written notice to the other party.

[Timing Considerations]

[Fiscal Impact]

Approve recommendation.

[Enter Body Here]

[Respectfully Submitted,]