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**CITY OF DANBURY  
PARKS AND RECREATION  
DEPARTMENT**

HATTERS COMMUNITY PARK  
7 EAST HAYESTOWN ROAD  
DANBURY, CONNECTICUT 06811

NICK KAPLANIS, DIRECTOR  
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Mayor Mark D. Boughton  
Members of the City Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury CT 06810

Re: Lease of Candlewood Lake Concession

Dear Mayor Boughton and Council Members:

The lease for the Candlewood Lake Concession Stand expired at the end of the 2015 summer season.

The Board of Awards met and approved to enter into a lease agreement for a period of five years with Mr. Luis Bautista to operate the concession stand. Mr. Bautista was the leasee over the previous 5 years and proved to be a reliable partner with the City of Danbury. His experience in the food service industry and background is well suited to operate such an entity. The value of the lease is \$8,550.00 over the term of the lease.

I request the Council approve the lease agreement as submitted by Corporation Counsel's office.

If you require any additional information please do not hesitate to contact me.

Sincerely,

Nicholas Kaplanis  
Director of Recreation

This Indenture,

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Made by and between the **CITY OF DANBURY**, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, **Lessor**, and Luis Bautista, Owner of El Milenio Restaurant, LLC, of 21 North Street, Danbury, Connecticut, **Lessee**,

**WITNESSETH:**

That the Lessor has leased, and does hereby lease to the said Lessee the BEACH CONCESSION STAND located at the Danbury Candlewood Park for the term of Five (5) years during the summer months, from the 1<sup>st</sup> day of May, 2016 through last day of September, years 2016 - 2020, for the term rent payable as follows\*:

\$ 570.00	on June 15, 2016
\$ 570.00	on July 15, 2016
\$ 570.00	on August 15, 2016
\$ 570.00	on June 15, 2017
\$ 570.00	on July 15, 2017
\$ 570.00	on August 15, 2017
\$ 570.00	on June 15, 2018
\$ 570.00	on July 15, 2018
\$ 570.00	on August 15, 2018
\$ 570.00	on June 15, 2019
\$ 570.00	on July 15, 2019
\$ 570.00	on August 15, 2019
\$ 570.00	on June 15, 2020
\$ 570.00	on July 15, 2020
\$ 570.00	on August 15, 2020

\* **A security deposit in the amount of one season's rent (\$1,710.00) shall be deposited by May 1, 2016.**

**And the said Lessor** covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and the Lessor will suffer and permit said Lessee (he keeping all the covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Lessor or any person claiming by, from or under Lessor.

**And the said Lessee** covenants with the said Lessor to hire said premises and to pay the rent therefore as aforesaid, that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of this tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

**Provided, however**, and it is further agreed that if said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration thereon without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation thereon expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and nor re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

**And it is further agreed** between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.



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The Contractor agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established within. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof.

**B. Comprehensive Auto Liability Insurance.**

The Contractor shall take out and maintain during the life of this Contract Comprehensive Auto Liability Insurance which shall cover the operation of all motor vehicles owned by the Contractor or used by the Contractor in the prosecution of the work under the contract and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability and Property Damage Liability \$1,000,000 (combined) - each occurrence

**C. Excess Liability Insurance.**

The Excess Liability Policy coverage is **in addition** to the limits expressed in A. and B. above:

Bodily Injury Liability, Property Damage Liability & Auto \$1,000,000 (combined) - each occurrence

**D. Workers' Compensation Insurance and Employer's Liability.**

The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.

- 1. Workers' Compensation and Employer's Liability - Statutory Limits.

**In Witness whereof**, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

*Signed, Sealed and Delivered  
in the presence of:*

CITY OF DANBURY, LESSOR

\_\_\_\_\_

By: Mark D. Boughton, Mayor  
Duly Authorized

LESSEE

\_\_\_\_\_

Luis Bautista, Owner of  
El Milenio Restaurant, LLC

STATE OF CONNECTICUT    )  
                                  ) ss: Danbury  
COUNTY OF FAIRFIELD    )

12-4,

On this the \_\_\_\_ day of \_\_\_\_\_ 2016, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Commission expires:  
Commissioner of the Superior Court

STATE OF CONNECTICUT    )  
                                  ) ss: Danbury  
COUNTY OF FAIRFIELD    )

On this the \_\_\_\_ day of \_\_\_\_\_ 2016, before me, \_\_\_\_\_, the undersigned officer, personally appeared Luis Bautista, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Commission expires:  
Commissioner of the Superior Court