



## Legislation Details (With Text)

<b>File #:</b>	38192	<b>Version:</b>	1	<b>Name:</b>	3348 Lease - Burrows Park, Mendota Yacht Club
<b>Type:</b>	Resolution	<b>Status:</b>	Passed		
<b>File created:</b>	4/28/2015	<b>In control:</b>	BOARD OF ESTIMATES (ended 4/2017)		
<b>On agenda:</b>	6/16/2015	<b>Final action:</b>	6/16/2015		
<b>Enactment date:</b>	6/19/2015	<b>Enactment #:</b>	RES-15-00514		
<b>Title:</b>	Authorizing the Mayor and City Clerk to execute a lease with Mendota Yacht Club Inc. for a sailboat launch, retrieval and storage area within Burrows Park.				
<b>Sponsors:</b>	Larry Palm				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. 3348 Lease - 2014 Exhibit A.pdf, 2. 3348 Lease - 2014 Exhibit B.pdf				

Date	Ver.	Action By	Action	Result
6/16/2015	1	COMMON COUNCIL	Adopt	Pass
6/8/2015	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
5/18/2015	1	BOARD OF PARK COMMISSIONERS	Refer	
5/18/2015	1	PLAN COMMISSION	Return to Lead with the Recommendation for Approval	Pass
5/5/2015	1	BOARD OF ESTIMATES (ended 4/2017)	Referred	
5/5/2015	1	BOARD OF ESTIMATES (ended 4/2017)	Referred	
5/5/2015	1	COMMON COUNCIL	Referred	
4/28/2015	1	Economic Development Division	Referred for Introduction	

### Fiscal Note

The revenues from this lease extension (starting at \$2,460 per year) will be deposited into the Parks Division Community Service revenue account.

Munis 51110-43522, charge code 51131.

### Title

Authorizing the Mayor and City Clerk to execute a lease with Mendota Yacht Club Inc. for a sailboat launch, retrieval and storage area within Burrows Park.

### Body

WHEREAS, the existing lease between the City and the Mendota Yacht Club Inc. for a portion of Burrows Park expired on April 30, 2014, and the Club continues to occupy and use the leased premises as a hold over tenant on a month-to-month basis; and

WHEREAS, Mendota Yacht Club Inc. desires to continue to lease the same area within Burrows Park for sailboat launching, retrieval and storage purposes; and

WHEREAS, such a lease is in the public interest as it will facilitate public access to Lake Mendota; and

WHEREAS, the terms of a new Lease have been negotiated between Mendota Yacht Club Inc. and the City of Madison Parks Division and Office of Real Estate Services staff.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a Lease with Mendota Yacht Club Inc. (the "Lessee") for the Lessee's continued use of a portion of Burrows Park located at 25 Burrows Road, as more particularly described and depicted on attached Exhibit A, subject to the following terms and conditions:

1. The Lease shall be for a term of two (2) years, commencing as of May 1, 2014 and expiring on April 30, 2016.
2. The Lessee shall use the Leased Premises for the continued maintenance and operation of its existing rail-track cart and storage system providing for the launching, retrieval and exterior storage of scow sailboats. In addition, the Lessee shall, at its own expense, provide a maximum of two (2) piers. The cart and storage system and piers are hereinafter collectively referred to as the "Facilities."
3. The Lessee shall pay to the City annual rent as follows:

	<u>Lease Year</u>	<u>Annual Rent</u>
1	2,460.00	
2	2,534.00	

4. Provided the Lessee is not in default, the Lessee shall have the right to renew the lease for four (4) successive two (2)-year terms upon prior written notice to the City and subject to the City's written approval of the renewal. Annual rent during the renewal terms shall be as set forth below:

	<u>Lease Year</u>	<u>Annual Rent</u>
First Renewal Term	3	2,534.00
	4	2,610.00
Second Renewal Term	5	2,610.00
	6	2,688.00
Third Renewal Term	7	2,688.00
	8	2,768.00
Fourth Renewal Term	9	2,768.00
	10	2,852.00

5. The Lessee shall indemnify the City and shall carry contractual liability insurance naming the City as an additional insured.
6. The Lessee shall be solely responsible for and promptly pay all charges for any utility services used upon or furnished to the Leased Premises. Notwithstanding the foregoing, the City shall be responsible for any storm water utility charges accruing to the Leased Premises.
7. Special Conditions.
  - a. The Lessee will annually prepare the Facilities for use prior to the sailing season, which runs from April 15 to October 31. The Lessee shall remove the Facilities from the water no later than October 31 of each year.
  - b. During such periods when the Facilities are not in use, the Facilities shall be stored or relocated off-premises, unless an on-site storage plan has been approved by the City Park Superintendent. In no event shall the Lessee be permitted to store the Facilities outside of the Leased Premises or

within any other area of Burrows Park.

- c. The placement of the Facilities shall not be permitted outside of the Leased Premises, as located in Burrows Park, and the piers must comply with State of Wisconsin Department of Natural Resources regulations. The Lessee shall, at its sole expense, obtain and keep current all licenses and permits necessary to comply with all State and City statutes, ordinances, rules and regulations.
  - d. The piers shall be open to public use except during those periods when sailboats are being launched or retrieved.
  - e. The Lessee shall employ reasonable precautions to secure boats, Facilities and related equipment from unauthorized use.
8. The Lessee shall, at its own expense, keep and maintain the Leased Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, general repairs, removal of garbage and debris, and lawn mowing and landscape upkeep performed to a standard equivalent to that of the City of Madison Park's Division.
9. With the exception of the Lessee's existing equipment and the placement of the piers, no construction, modification, improvement or alteration shall be undertaken on the Leased Premises without the prior written approval of the City's Parks Division, and any plans for any of the same are subject to the written approval of the City's Parks Division.
10. No storage of material or equipment, including trailers or parking of vehicles shall be permitted on the Leased Premises, except the temporary and orderly placement of items directly related to the Lessee's operations.
11. The Lessee shall not assign the Lease or any part thereof without the prior written consent of the City, which consent the City may withhold in its sole discretion.
12. The Lessee may sublet individual storage spaces and use of the piers upon the Leased Premises. The Lessee is responsible for informing all of its sublessees of all the terms and conditions of this Lease. Any breach of any provision, term or condition of this Lease by any sublessee shall be considered a violation by the Lessee and shall be enforceable by the City under the terms and conditions of this Lease. In the event all sailboat storage spaces are subleased, the Lessee shall maintain a waiting list for the subleasing of storage spaces as they become available. A minimum of fifty percent (50%) of the storage spaces shall be reserved for subleasing to residents of the City.
13. Lessee Disclosures.
- a. At the request of the City, the Lessee shall submit an up-to-date profit and loss statement of the operation associated with this Lease, and such statement shall conform to accepted accounting procedures.
  - b. Prior to July 1 of each year, the Lessee shall provide to the City a list of the Mendota Yacht Club Inc. officers and names and addresses of all individuals renting storage spaces from the Lessee and their Wisconsin boat registration numbers.
  - c. The Lessee shall submit a copy of its current bylaws upon request of the City Park Superintendent.

14. The City shall have the right to terminate the Lease in the event of default by the Lessee. Either party may terminate the Lease, at its sole election, upon 30 days written notice to the other party.
15. Upon the termination of the Lease for any cause, any and all improvements installed by the Lessee in the Leased Premises shall be removed by the Lessee at no cost to the City, and the Lessee shall also restore the Leased Premises to a condition equivalent to that which existed prior to the Lessee's first use of the Leased Premises.

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.