

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4279

Authorizing a temporary land use agreement with South Madison Farmers' Market, LTD for a farmer's market at the Village on Park.

Presented June 14, 2018
Referred _____
Reported Back _____
Adopted June 14, 2018
Placed on File _____
Moved By Daniel G. Guerra, Jr.
Seconded By Sheri Carter
Yeas 5 Nays 0 Absent 1
Rules Suspended _____
Legistar File Number 51932

RESOLUTION

WHEREAS, the Community Development Authority ("CDA") is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the "Property"); and

WHEREAS, the Property is improved with a commercial building known as The Village on Park (the "Building"); and

WHEREAS, South Madison Farmers' Market, LTD, a Wisconsin non-stock corporation, (the "User") would like to have a farmer's market situated at the southeast area of the Property; and

WHEREAS, the parties agree to enter into this agreement to set forth the terms and conditions of the User's use of such space.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes a temporary land use agreement (the "Agreement") with South Madison Farmer's Market, LTD (the "User") within the Village on Park on the following terms and conditions:

1. Premises. The CDA hereby grants the User the right to occupy and use the Premises, the location of which is denoted on the attached Exhibit A, pursuant to the provisions herein. The CDA shall have the right to modify the location of the Premises upon thirty (30) days written notice to the User.
2. Term. This Agreement shall be for Fridays only during the term commencing on June 29, 2018 and expiring on October 25, 2018 (the "Expiration Date"), unless terminated earlier in accordance with the provisions herein.
3. Hold Over. The User shall surrender the Premises upon the Expiration Date or termination of this Agreement. Any holdover not consented to by the CDA in writing shall not result in a new period of use or interest and, in such case, the CDA may treat the User as trespassers.
4. Use. The User will occupy and use the Premises as a temporary event space solely for the

purpose of a farmers' market selling produce, meat, fish, dairy items, spices, baked goods, and flowers, and for no other purpose whatsoever without the CDA's written consent, which consent the CDA may withhold in its sole discretion. User is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities. The User's hours of operation during the Term are from 2 p.m. to 6 p.m.

5. Fee. No fee is payable under this Agreement.
6. Maintenance. The User shall, at their own expense, keep and maintain the Premises in a clean and presentable condition 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, removal of garbage and debris immediately after each event.

Notwithstanding the foregoing, the User shall be responsible for the cost and expenses of any repairs/replacements to the Premises required by reason of acts or omissions of the User, their employees, agents, invitees, vendors, licensees or contractors. No tents are allowed that involve staking to the asphalt.

7. Special Conditions.
 - a. The User accepts the Premises in "as-is" condition. Any modifications to the Premises by the User shall be subject to the prior written approval of the CDA and shall be at the User's sole cost and expense.
 - b. The User shall be responsible for any extraordinary costs resulting from its use of the Premises (e.g., security services, etc.).
 - c. The User shall be responsible for keeping the Premises secure.
 - d. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance or repair activities.
 - e. All property belonging to the User, its employees, agents and invitees shall be at the risk of the User, and the CDA shall not be liable for damage thereto nor theft or misappropriation thereof, unless caused by the negligence of the CDA, its employees, contractors or invitees.
8. Signs. Subject to the prior written approval of the CDA, the User shall be permitted to erect a two-sided A-Frame identification sign (2' x 3') on the Property as depicted on Exhibit A. Such sign must conform with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances and not be in the public right-of-way.

BE IT FURTHER RESOLVED that the Secretary is hereby authorized to execute and deliver the Agreement, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution in a form authorized by the City Attorney.

EXHIBIT A-TEMPORARY
LAND USE PERMIT
SOUTH MADISON
FARMER'S MARKET
LOCATION

