



Legislation Text

File #: 02509, **Version:** 1

Fiscal Note

The City's General Fund will receive revenue of \$187.00 in 2006 and \$205.70 in 2007.

Title

To authorize the Mayor and City Clerk to sign and execute an agreement with the Lake Monona Sailing Club, Inc. to utilize a small property northwest of Olin Park for the purpose of maintaining a storage and launching facility for sailboats for 2006 through the year 2007.

Body

WHEREAS, the City has leased shoreline space to the Lake Monona Sailing Club, Inc. for twenty-nine years so that Madison area residents would have the opportunity to store their sailing craft, and

WHEREAS, the Lake Monona Sailing Club, Inc. desires to continue to lease the same park area near Olin Park for maintaining and operating a sailboat launching and storage facility; and

WHEREAS, the grant of such a lease is in the public interest as it will facilitate Madison area residents' public access to Lake Monona.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a Lease, in a form approved by the Risk Manager and the City Attorney, with Lake Monona Sailing Club, Inc. (the "Lessee") to utilize park area near Olin Park, as more particularly described and depicted in the lease, for maintaining and operating a sailboat storage and launching facility, subject to the following terms and conditions:

1. The Lease shall be for a term of two (2) years, and run from April 15 through October 31 each year.
2. The Lessee shall pay to the City annual rent as follows:

Lease Year	Annual Rent
1 (2006)	\$187.00
2 (2007)	\$205.70

3. The Lease may be renewed for three (3) subsequent two (2)-year terms upon agreement of the parties, in which case the rent will be increased 10% per year using the 2007 rent as the base amount.

4. The Lessee shall use the Leased Premises for the continued maintenance and operation of its existing piers and hoist system providing for the launching, retrieval and exterior storage of sailboats.

Any Lake Monona Sailing Club, Inc. piers and/or hoists or boats placed in the park outside of those time periods will be in violation of the contract.

5. 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.

6. 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.

7. 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.

8. The Lessee shall remove all boats, piers and/or hoists from the water and park area by October 31 of each year before the lake freezes.

9. 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. The Lessee understands that parking on the grass in the park or off the street along Edgewater Court will not be allowed except for off loading / on loading equipment.

10. On or before June 15th of each year the Lease is in effect, the Lessee shall provide to the City's Parks Division a list of all sublessees of the individual storage spaces. Said list shall include each sublessees' name, current mailing address, telephone number and boat description.

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11. The Lessee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee and/or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of the Lease, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. Additionally, the Lessee shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured.

12. 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 180 days written notice to the other party.

13. 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.