



Legislation Text

File #: 55210, **Version:** 1

Fiscal Note

The proposed resolution authorizes a lease for farming purposes for approximately 7 acres of land recently acquired for park purposes in the Town of Verona. The lease is for a term of one year (January 1, 2019 - December 31, 2019) with annual rent of \$525. Revenue from the lease will be deposited in the City's General Fund.

Title

Authorizing the Mayor and City Clerk to execute a lease for farming purposes with Guy Dreger and Laura Dreger for approximately 7 acres of land recently acquired for park purposes in the Town of Verona. (1st AD)

Body

WHEREAS, in 2018 the City of Madison acquired approximately 40 acres (the "Property") in the Town of Verona from Charles and Bonnie Dykman for conservation park purposes; and

WHEREAS, prior to the City's purchase, approximately 7 acres of the Property (the "Leased Premises") was leased by Guy and Laura Dreger for farming purposes; and

WHEREAS, the Dregers recently contacted Parks Division staff to express their interest in continuing to farm the Leased Premises on a limited term basis; and

WHEREAS, the Property will not be formally designated as a conservation park until after 2019 and, until such time, Park staff supports farming of the Leased Premises for the interim land management benefit of controlling invasive species and other undesirable vegetation; and

WHEREAS, the terms of a lease have been negotiated between Guy and Laura Dreger and the Office of Real Estate Services; and

WHEREAS, Parks Division staff have reviewed the lease terms and recommend entering into the lease with the Dregers, and the lease has been approved by the City Attorney's Office.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with Guy and Laura Dreger (collectively, the "Lessees") allowing for the use of approximately 7 tillable acres of land for farming purposes, subject to the following terms and conditions:

1. The "Leased Premises" are more particularly described on attached Exhibit A and depicted in attached Exhibit B.
2. The term of the Lease shall commence as of January 1, 2019 and expire on December 31, 2019.
3. The Lessees shall pay annual rent of \$525.00 (7 acres x \$75.00 per acre), payable in two (2) equal installments due on or before June 1, 2019 and December 31, 2019, respectively.
4. The Lease may be renewed for subsequent one (1) year terms upon agreement of the parties as to the terms of the renewal. If the Lessees desire to renew the Lease, the Lessees must give notice in writing to the City a minimum of thirty (30) days prior to the expiration of the initial term or any renewal term, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the Office of Real Estate

Services at the address specified in the Lease. Following receipt of such notice, the City may indicate by written notice to the Lessees its approval or denial of the Lessees' request for renewal. If the City does not assent to a renewal notice within thirty (30) days after receipt of such notice, renewal shall be deemed denied and in no event shall the City be responsible for reimbursement of any costs expended by the Lessees in anticipation of a Lease renewal (e.g., seed, fertilizer, etc.).

5. The Lessees shall not apply atrazine or any herbicide that lists atrazine as an active ingredient on the Leased Premises.

6. The Lessees shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.

7. The Leased Premises are subject to certain "Restrictive Covenants," as detailed in Exhibit A. In the event any party should seek to enforce a Restrictive Covenant on the basis that it is in conflict with the Lease, the City shall have the right to terminate the Lease upon ten (10) days written notice to the Lessees. In such event, all rent paid during such calendar year shall be refunded in full to the Lessee, but in no event shall the City be responsible for reimbursement of any other costs expended by the Lessees (e.g., seed, fertilizer, etc.).

8. The Lessees shall be responsible for all utilities furnished to the Leased Premises, including water and storm water charges, if any.

9. The Lessees shall not assign the Lease or sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.

10. The Lessees shall be liable to and agree 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 officers, officials, 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 Lessees or their officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in or related to the performance of this Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Lease.

11. The Lessees shall carry farm general liability insurance covering as the named insured the Lessees and naming the City, its officers, officials, agents, and employees as additional insureds, with a minimum limit of \$500,000 per occurrence as may be adjusted, from time to time, by the City's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Lease. As evidence of this coverage, the Lessees shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, the Lessees shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, the Lessees shall provide a renewal certificate to the City for approval.

12. The Lessees represent and warrant that their use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessees further agree to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted

broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this Lease.

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.