



## Legislation Text

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**File #:** 01494, **Version:** 2

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### Fiscal Note

Estimated income in the year 2005 of \$5,212 3,846 will be deposited into Account No. GN01-78220.

### Title

SUBSTITUTE - Authorizing the Mayor and City Clerk to execute a lease with Jerry Leister for five tracts of City-owned land comprising approximately 35 acres.

### Body

WHEREAS, the City of Madison owns five (5) parcels of land located in the Southeast side of the City in the vicinity of County Trunk Highway AB and County Trunk Highway BB, which parcels were acquired for storm water drainage, future roadway and park purposes; and

WHEREAS, Jerry Leister is interested in farming certain portions of these parcels under a lease agreement with the City of Madison; and

WHEREAS, the terms of a lease have been negotiated between Jerry Leister, the Parks Division, the Engineering Division and the Real Estate Section.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute a lease for farming purposes ("Lease") with Jerry Leister (the "Lessee") allowing for the use of five (5) tracts of land, comprising approximately 35-acres, as described on attached Exhibit A and depicted on attached Exhibit B (individually, Area 1, Area 2, Area 3, Area 4 and Area 5;and collectively, the "Leased Premises"), subject to the following terms and conditions:

1. The term of the Lease shall commence as of January 1, 2005 and expire on December 31, 2005.
2. The Lease may be renewed for subsequent one-year terms upon the agreement of the parties as to the terms of the renewal.
3. The Lessee shall use Area 2, Area 3, Area 4 and Area 5 solely for the farming of crops. The Lessee's use of Area 1 shall be limited to the mowing of hay. The Lessee shall pay annual rent to the City in an amount to be calculated as follows:equal to \$146.00 per tillable acre, Area 1: \$30.00 per acre mowed; Area 2: \$146.00 per tillable acre; Area 3: \$80.00 per tillable acre; Area 4: \$80.00 per tillable acre; Area 5: \$146.00 per tillable acre. Rent shall be payable in full on or before August 1, 2005. The amount of tillable and mowable acres is estimated to be 35.70 acres. Following the completion of planting and mowing by the Lessee, the Lessee and the City shall verify the actual acreage tilled and mowed and rent shall be calculated based on such verified amounts.
4. Atrazine or any herbicide that lists atrazine as an active ingredient shall not be applied upon the Leased Premises.
5. The Lessee shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.
6. At any time during the term of the Lease the City may elect to reduce the acreage of the Leased Premises. In such event, the Lease shall be automatically amended to reflect the corresponding reduction in acreage of the Leased Premises effective as of the date notice of such reduction is given by the City to the Lessee. If such reduction in acreage occurs prior to the harvesting of crops, the Lessee shall be entitled to a rent credit equal to the costs incurred for seed and fertilizer during the current year for such acreage removed from the description of the Leased Premises.
7. In the event the City elects to reduce the acreage of the Leased Premises in accordance with Paragraph 6, the Lessee, at its sole cost, shall restore the area removed from the Leased Premises by tilling over any crops and re-seeding with either oat or grass, as directed by the City Engineer. This restoration requirement shall also apply upon the expiration or termination of the Lease with regard to the acreage of the Leased Premises then remaining. Restoration

shall be accomplished within thirty (30) days of the reduction in acreage or the expiration/termination of the Lease, except as may be adjusted by the City to allow for winter conditions. The City may waive or alter this restoration requirement if, at its sole discretion, it so chooses.

8. The Lessee shall pay to the City a security deposit of \$1,000 to secure the performance of the terms of the Lease.

9. The Lessee shall be liable to and shall 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 or related to 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 farm general liability insurance including contractual liability, with limits of liability acceptable to the City's Risk Manager. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Lessee shall furnish to the City a certificate of insurance on a form provided by the City.

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.