



Legislation Text

File #: 01822, Version: 1

Fiscal Note

The City General Fund shall receive revenue of \$3,392 in 2006 and \$3,494 in 2007.

Title

To authorize the Mayor and City Clerk to sign and execute an agreement with Wingra Canoe and Sailing Center, Inc. to operate a boat livery service utilizing certain lands and buildings at Wingra Park for a two year period, commencing April 1, 2006 and ending October 31, 2007.

Body

WHEREAS, the City has leased boat livery space to Wingra Canoe and Sailing Center, Inc. for forty-five years so that Madison area residents would have the opportunity to public access to Lake Wingra; and

WHEREAS, the Wingra Canoe and Sailing Center, Inc. desires to continue to lease the same park area and buildings in Wingra Park for a boat livery operation.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a Lease, in a form approved by the City Attorney, with Wingra Canoe and Sailing Center, Inc. (the "Lessee") to utilize park area and buildings in Wingra Park, as more particularly described and depicted in the lease, for maintaining and operating a boat livery operation, subject to the following terms and conditions:

1. The Lease shall be for a term of two (2) years, and run from April 1, 2006 through October 31, 2007.
2. The Lessee shall pay to the City annual rent as follows:

Lease Year	Annual Rent
1	\$3,392.00
2	\$3,494.00
3. The Lease may be renewed for one (1) subsequent two (2)-year term upon agreement of the parties, in which case the rent will be increased by 3% for each subsequent year.
4. Whenever Vilas Beach is closed by the Madison Public Health Department due to unsafe water for more than one week, the Lessee shall receive an automatic forgiveness in the rent, adjusted on a pro rata basis for said closures based upon a season of May 15 through Labor Day each year.
5. The Lessee shall use the Leased Premises for the continued maintenance and operation of its boat livery service and existing piers providing for the launching, retrieval and exterior storage of boats and related equipment. Any Wingra Canoe and Sailing Center, Inc. piers and/or boats placed in the park outside of those time periods will be in violation of the contract.
6. During each two-year period, Lessee. will be required to expend \$1,500.00 on pier upgrades. A pier plan and proposed building materials list shall be submitted to and approved by the City's Parks Division in writing prior to any upgrade. All piers and upgrades shall become Parks Division property at the end of the contract.
7. Lessee shall provide a current list of its boats and related equipment to the City's Parks Division prior to April 1 each year the lease is in effect.
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. 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.

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

12. 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 will not be allowed except for off loading / on loading equipment.

13. 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.

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 180 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, with the exception of pier improvements, on 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 in a form approved by the Risk Manager and the City Attorney.