Legislation Details (With Text)

File #:	18256	**Version:**	1	**Name:**	9360 - Lease - Communtiy Gardens - Hammersley Park
Type:	Resolution			**Status:**	Passed
File created:	4/27/2010			**In control:**	BOARD OF PARK COMMISSIONERS
On agenda:	5/18/2010			**Final action:**	5/18/2010
Enactment date:	5/21/2010			**Enactment #:**	RES-10-00463

Title: Authorizing the Mayor and City Clerk to execute a lease with Community Action Coalition of South Central Wisconsin, Inc. for a portion of Hammersley Park located at 6120 Hammersley Road for use as community gardens.

Sponsors: Jed Sanborn

Indexes:

Code sections:

Attachments: 1. 9360 Exhibit A-Locator Map.pdf, 2. 9360 Exhibit B.pdf

Date	Ver.	Action By	Action	Result
5/18/2010	1	COMMON COUNCIL	Adopt With Amendment(s)	Pass
5/12/2010	1	BOARD OF PARK COMMISSIONERS	RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - REPORT OF OFFICER	
5/10/2010	1	PLAN COMMISSION	Return to Lead with the Recommendation for Approval	Pass
5/5/2010	1	BOARD OF PARK COMMISSIONERS	Refer	
5/4/2010	1	COMMON COUNCIL	Referred	Pass
4/28/2010	1	Community and Economic Development Unit	Referred for Introduction	

Fiscal Note

One-time $200 Administrative Fee to be deposited into Account No. GN01-78220. Annual Rent of $1.00 to be deposited into Account No. GN01-78220.

Title

Authorizing the Mayor and City Clerk to execute a lease with Community Action Coalition of South Central Wisconsin, Inc. for a portion of Hammersley Park located at 6120 Hammersley Road for use as community gardens.

Body

WHEREAS, Community Action Coalition for South Central Wisconsin, Inc. ("CAC") desires to lease from the City of Madison a portion of Hammersley Park, located at 6120 Hammersley Road, for community gardening purposes; and

WHEREAS, the use of a portion of Hammersley Park for community gardening purposes is consistent with the adopted Southwest Neighborhood Plan and recommendations contained therein; and

WHEREAS, Parks Division staff have reviewed such request and recommend leasing an approximately 10,000 sq. ft. parcel of land within Hammersely Park to CAC; and

WHEREAS, the City's Office of Real Estate Services has negotiated the terms of a lease with CAC.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with Community Action Coalition for South Central Wisconsin, Inc. ("CAC") for an approximately 10,000 sq. ft. parcel of land within Hammersley Park, located at 6120 Hammersley Road (the “Leased Premises”), subject to the following conditions:

1. The term of the lease shall be 5 years commencing as of January 1, 2010 and expiring on December 31, 2014. Thereafter, the lease term will automatically continue for successive terms of one year each until terminated by either party. The City shall have the right to terminate in the event of a default by CAC upon 30 days notice or, at its sole option upon 180 days notice. CAC shall have the right to terminate at its sole option upon 60 days notice.

2. CAC shall pay to the City a one-time administrative fee of $200 and annual rent of $1.00.

3. The Leased Premises are to be used solely for community gardening purposes. CAC shall have the right to sublease the individual garden plots within the Leased Premises to the public for non-commercial use only.

4. CAC shall be liable to and shall 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 CAC or its officers, officials, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of the Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. Additionally, CAC 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.

5. The Lease shall be subject to the following special conditions:

   a. No vehicular access or parking of vehicles shall be permitted on the Leased Premises or within Hammersley Park without the prior approval of the Parks Superintendent. Parking shall only be permitted on the neighboring public streets, subject to any existing parking restrictions.

   b. No permanent improvements are to be placed on the Leased Premises by CAC or its sublessees, with the exception that the following improvements shall be permitted at CAC’s sole cost and expense, subject to the City Park Superintendent’s prior written approval of plans and specifications therefor and subject to any necessary zoning or building permit review and approval: facilities for water service and such other improvements as may be requested by CAC from time to time. CAC shall be solely responsible for all water, sewer and any other utility charges billed to the Leased Premises.

   c. Any chemical agent, insecticide, fertilizer, or other additive proposed to be used by the Lessee or its sublessees must meet or exceed all federal, State, and local laws, regulations guidelines, and limitations (including prohibitions) for its use. The City reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Leased Premises.

   d. CAC agrees to remove all garden refuse (i.e., stakes, flags, debris, etc.) and to mow and/or remove all dead plant material from the Leased Premises after the growing season, but no later than November 15 of each year the Lease is in effect. Notwithstanding the foregoing, during the

first year of the Lease CAC shall not be required to mow perennial or biennial plants after the growing season but rather may mulch or cover such plants so that they may be carried over into the next growing season. The City reserves the right, in its sole discretion, to disallow this practice at any time after the first year of the Lease upon written notice to CAC.

e. CAC shall be permitted to erect upon the Leased Premises a bulletin board for the posting of notices, messages, etc. Such bulletin board shall be constructed of stained wood and shall not exceed a height of five feet (5') above grade level. The City Park Superintendent reserves the right, in its sole discretion, to require that the bulletin board be removed at the end of each growing season.

f. CAC shall be permitted to place compost bins at a location designated by the City Park Superintendent. The type of bins to be used shall be subject to the City Park Superintendent's prior written approval.

g. CAC agrees to hold the City harmless for any disruption to CAC's use of the Leased Premises and for any damages to CAC's plantings or other personal property on the Leased Premises which may result from work by the City or its agents related to public improvements or facilities, mowing within or adjacent to the Leased Premises, or storm water flooding or overflow.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign any and all documents that may be required to accomplish the purpose of this resolution.

Legal Description of the Leased Premises:

An approximately 10,000 sq. ft. parcel of land, as depicted on Exhibit A and Exhibit B, located within the larger parcel of land commonly known as Hammersley Park and more particularly described as follows:

Those lands denoted as "Dedicated to Public for Park" in the plat of First Addition to Green Tree Hills, being located in the Northeast ¼ of Section 36,T7N, R8E, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of Hammersley Road and the Southeasterly corner of Lot 61 of said First Addition to Green Tree Hills; thence N00°52'W. 150 feet; thence S89°08'W, 88.56 feet; thence N00°52'W, 253.21 feet; thence N89°19'20"E, 283.48 feet to the Southeasterly corner of Lot 153 of said First Addition to Green Tree Hills; thence S24°52'E, 381.28 feet to the Northwesterly corner of Lot 59, plat of Green Tree Hills; thence S00°52'E, 53.96 feet to the Northerly right-of-way line of Hammersley Road; thence Westerly along the Northerly right-of-way line of said road, 350 feet to the **point of beginning**.

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