



Legislation Text

File #: 02508, Version: 1

Fiscal Note

The City's General Fund will receive revenue of \$900 in the years 2006 and 2007.

Title

To Authorize the Mayor and City Clerk to sign and execute an agreement with Robert Krebs for the months of May through October in 2006 and in 2007.

Body

WHEREAS, the City has leased space to Robert Krebs from May 1 through October 31 for the past fifteen years so that Madison area residents would have the opportunity to store their sailing craft, and

WHEREAS, Robert Krebs desires to continue to lease the same park space in Warner Park for maintaining and operating a small sailboat storage area; and

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

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to renew the Lease with Robert Krebs (the "Lessee"), in a form approved by the Risk Manager and the City Attorney, to utilize the park area in Warner Park, as more particularly described and depicted in the Lease, for maintaining and operating a sailboat storage facility, subject to the following terms and conditions:

1. The Lease shall be for a term of two (2) years, and run from May 1 through October 31 each year.
2. The Lessee shall pay to the City annual rent of \$900 in both 2006 and in 2007.
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 as follows

Lease Year	Rent
2008-2009	\$1000 each year

4. The Lessee shall use the Leased Premises to provide for the launching, retrieval and exterior storage of sailboats.

5. Any piers and/or hoists or boats placed in the storage facility area in the park outside of those time periods will be in violation of the contract.

6. The Lessee shall, at his 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.

7. With the exception of any of the Lessee's existing equipment, 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.

8. 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.

9. The Lessee shall remove all boats and any other equipment from the water and park area by October 31 of each year before the lake freezes.

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

11. 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.

12. 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 FINALLY 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.