



Legislation Text

File #: 22114, **Version:** 1

Fiscal Note

Anticipated income in the year 2011 of \$280 will be deposited into Account No. GN01-78220.

Title

Authorizing the Mayor and City Clerk to execute a lease for farming purposes with Daniel Kaltenberg for the City-owned parcel located at 5898 North Sherman Avenue, being a part of Cherokee Marsh Conservation Park.

Body

WHEREAS, the parcel of land located at 5898 North Sherman Avenue was acquired by the City of Madison in 2010 for the expansion of Cherokee Marsh Conservation Park; and

WHEREAS, Parks Division staff intends to restore the parcel to native prairie vegetation, but recommends that the parcel first be farmed for a period of two (2) years as a means to prepare the soil for prairie seed planting; and

WHEREAS, Daniel Kaltenberg is interested in farming the parcel under a lease agreement with the City of Madison; and

WHEREAS, the terms of a lease have been negotiated between Daniel Kaltenberg and Real Estate staff.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute a lease with Daniel Kaltenberg ("Lessee") allowing for the use of the parcel of land located at 5898 North Sherman Avenue (the "Leased Premises"), as described below, for farming purposes, subject to the following terms and conditions:

1. The term of the lease shall commence as of May 22, 2011 and expire on December 31, 2012.
2. The Lessee shall pay the City of Madison ("City") annual rent at the rate of \$35 per tillable acre, for an estimated annual payment of \$280. The tillable area of the Leased Premises is estimated to be 8 acres. The Lessee shall, at the time of planting, field verify for the City the actual tillable acreage and rent shall be calculated based on such verified amount.
3. The lease may be renewed for subsequent one-year terms upon the agreement of the parties.
4. The Lessee shall, at all times, maintain a four (4) foot minimum no-planting buffer along the property line common with the Cherokee Country Club property. Planting and other land disturbing activities within the 4-foot buffer will be strictly prohibited.
5. Atrazine or any herbicide that lists atrazine as an active ingredient shall not be applied upon the Leased Premises.
6. The Lessee shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.
7. The Lessee shall be responsible for all utilities furnished to the Leased Premises, including water and storm water charges.

8. Prior to the end of the Lease term, the Lessee shall prepare the ground for prairie seeding to be performed by the City. Such preparation will involve disk tilling and secondary tilling by the Lessee to prepare a firm, level seed bed for the City's use.
9. The Lessee 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 Lessee or its 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. Additionally, the Lessee shall carry farm 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. 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.

Legal Description of the Leased Premises:

Outlot 2, Certified Survey Map No. 12879, recorded March 29, 2010, in Volume 81 of Certified Survey Maps of Dane County, Wisconsin, Page 343, as Document No. 4644449, City of Madison, Dane County, Wisconsin.

The Leased Premises are depicted on attached Exhibit A.