



Legislation Text

File #: 31976, **Version:** 1

Fiscal Note

Anticipated income in the year 2014 of \$2,940 will be deposited into Account No. CL60-78220-810398.

Title

Authorizing the Mayor and City Clerk to execute a lease for farming purposes with Larry Skaar for 16.8 acres of land located at 3310 County Highway AB in the Town of Blooming Grove.

Body

WHEREAS, the current lessee, Dan Niesen, is retiring from farming and does not wish to renew his lease at the end of this year; and

WHEREAS, the City of Madison Office of Real Estate Services was contacted by Larry Skaar, who is interested in farming the property next year; and

WHEREAS, the terms of a Lease have been negotiated between Larry Skaar and the Office of Real Estate Services; and

WHEREAS, the City of Madison Parks Division has reviewed the lease terms and recommends entering into the lease with Larry Skaar.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with Larry Skaar (the "Lessee") allowing for the use of 16.8 tillable acres of land for farming purposes, subject to the following terms and conditions:

1. The "Leased Premises" are more particularly described on attached Exhibit A and depicted in attached Exhibit B.
2. The term of the Lease shall commence as of January 1, 2014 and expire on December 31, 2014.
3. The Lessee shall pay rent to the City annual rent of \$2,940.00, based on \$175.00 per tillable acre. Rent shall be payable in two (2) equal installments due on or before June 1, 2014 and December 31, 2014, respectively.
4. The Lease may be renewed for subsequent one-year terms upon the agreement of the parties as to the terms of the renewal.
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. 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

9. 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.

10. The Lessee shall represent and warrant that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee shall further agree to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property.

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.