



## Legislation Text

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**File #:** 33821, **Version:** 1

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### **Fiscal Note**

During the first lease year, estimated annual rent of \$778.12 will be deposited into the General Fund (Acct. No. GN01-78220). Rent is subject to increase each year thereafter.

### **Title**

Authorizing the Mayor and City Clerk to execute a lease with Lake Monona Sailing Club, Inc. allowing for the continued use of part of Olin-Turville Park to accommodate a pier and boat hoists for private sailboats and no more than three commercial boats.

### **Body**

WHEREAS, the existing lease between the City of Madison and Lake Monona Sailing Club, Inc. (the "Club") for a portion of Olin-Turville Park expired on April 14, 2014, and the Club continues to occupy and use the leased premises as a hold over tenant on a month-to-month basis; and

WHEREAS, the Club desires to continue to lease the same area within Olin-Turville Park to accommodate a pier and boat hoists for the storage of private sailboats and no more than three (3) commercial boats; and

WHEREAS, the grant of such a lease is in the public interest as it will facilitate public access to Lake Monona; and

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with Lake Monona Sailing Club, Inc. (the "Lessee") allowing for the use of a portion of Olin-Turville Park for the installation of a pier and boat hoists, subject to the following terms and conditions:

1. The area to be leased (the "Leased Premises") is described and depicted on attached Exhibit A.
2. The Lessee shall use the Leased Premises for the installation and use of a pier and boat hoists (collectively, the "Facilities") for the storage of private sailboats and no more than three (3) commercial boats.
3. The lease shall be for a term of two (2) years, commencing as of April 15, 2014 and expiring on April 14, 2016.
4. The Lessee shall pay to the City annual rent at the rates set forth on attached Exhibit B.
5. Provided the Lessee is not in default, the Lessee shall have the right to renew the lease for four (4) subsequent two (2)-year terms upon a minimum of 90 days prior written notice to the City. Annual rent during the renewal terms shall be as set forth on attached Exhibit B.
6. The Lessee shall indemnify the City and shall carry contractual liability insurance naming the City as an additional insured.
7. The Lessee shall be solely responsible for and promptly pay all charges for any utility services used upon or furnished to the Leased Premises. Notwithstanding the foregoing, the City shall be responsible for any storm water utility charges accruing to the Leased Premises.
8. Subletting of Leased Premises.

- a. The Lessee shall have the right to sublease the individual pier boat slips to the public for non-commercial use only. The Lessee's subleases to the public shall be limited to a single sailing season and shall be subordinate to all the terms and conditions of this Lease.
- b. Notwithstanding the foregoing, the Lessee shall have the right to sublease no more than three (3) individual pier boat slips to a single commercial operator for uses that have been authorized by the City's Common Council and Board of Park Commissioners. The Lessee's sublease to such commercial operator shall be limited to a single boating season and shall be subordinate to all the terms and conditions of this Lease.
- c. The Lessee is responsible for informing all of its sublessees of all the terms and conditions of this Lease. Any breach of any provision, term or condition of this Lease by any sublessee shall be considered a violation by the Lessee and shall be enforceable by the City under the terms and conditions of this Lease.
- d. The Lessee agrees that subleases shall be given on a priority basis to City of Madison residents. The Lessee shall maintain a waiting list should all spaces become filled.

9. Special Conditions.

- a. The Lessee will annually prepare the Facilities for use prior to the sailing season, which runs from April 15 to October 31. The Lessee shall remove the Facilities from the water no later than October 31 of each year.
- b. During such periods when the Facilities are not in use, the Facilities shall be stored or relocated off -premises. In no event shall the Lessee be permitted to store the Facilities upon the Leased Premises or within any other area of Olin-Turville Park.
- c. The placement of the Facilities shall not be permitted outside of the Leased Premises and must comply with State of Wisconsin Department of Natural Resources regulations. The Lessee shall, at its sole expense, obtain and keep current all licenses and permits necessary to comply with all State and City statutes, ordinances, rules and regulations.
- d. The pier shall be open to public use except during those periods when sailboats are being launched or retrieved.
- e. The Lessee shall employ reasonable precautions to secure boats, Facilities and related equipment from unauthorized use.
- f. No storage of material or equipment, trailers or parking of vehicles shall be permitted on the Leased Premises, except the temporary and orderly placement of items in direct conjunction with the Lessee's operations.

10. Lessee Disclosures.

- a. At the request of the City, the Lessee shall submit an up-to-date profit and loss statement of the operation associated with this Lease, and such statement shall conform to accepted accounting procedures.
- b. Prior to May 15 of each year, the Lessee shall provide to the City a listing of names and addresses of all individuals and any commercial operator renting slips from the Lessee and their

corresponding boat descriptions and Wisconsin boat registration numbers. The Lessee shall pay to the City the sum of Fifty Dollars (\$50.00) for each occasion on which this listing is not submitted within ten (10) days of its due date. Such penalty amount shall be payable within ten (10) days of a bill therefor being issued by the City.

c. The Lessee shall submit a copy of its current bylaws and listing of officers by May 15 of each year to the City's Park Superintendent.

11. Either party may terminate this Lease by giving the other party a minimum of thirty (30) days written notice of termination.