



## Legislation Text

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### Fiscal Note

The proposed resolution executes a new lease with the University of Wisconsin allowing storage and site improvements for UW Rowing Teams within the following City Parks: Marshall Park, Wingra Park, Tenney Park and James Madison Park. The lease will be for two years, starting as of May 1, 2017 and expiring April 30, 2019 and may be renewed for two subsequent two-year terms upon agreement of the parties. The UW will pay an annual rent of \$1,500 and no site improvements or alterations of the leased premises will be made without written approval from the City's Office of Real Estate Services and the City's Park Superintendent. No City appropriation is required.

### Title

Authorizing the Mayor and the City Clerk to terminate a lease and encroachment agreement and execute a new lease with the University of Wisconsin, Board of Regents allowing for the placement of boat storage racks, pier improvements and other site improvements for use by UW Rowing Teams within the following City parks: Marshall Park, Wingra Park, Tenney Park and James Madison Park.

### Body

WHEREAS, the City of Madison currently leases to the University of Wisconsin, Board of Regents ("UW") a portion of Marshall Park pursuant to a lease dated July 7, 2003; and

WHEREAS, the UW is also a party to an encroachment agreement with the City, dated August 8, 2003, allowing for the placement of storage racks within Marshall Park; and

WHEREAS, the UW desires to continue to occupy and use the sites within Marshall Park for use by the UW's Rowing Teams, as well as to occupy and use sites within Wingra Park, Tenney Park and James Madison Park; and

WHEREAS, the City and the UW have agreed to terminate the existing Marshall Park lease and encroachment agreement, and to enter into a new lease covering the Marshall Park site and the additional desired sites; and

WHEREAS, the terms of the lease have been negotiated between staff from the UW and the City's Parks Division and Office of Real Estate Services, and the form of the lease has been approved by the City Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with the University of Wisconsin, Board of Regents ("UW") subject to the following terms and conditions:

1. Leased Premises. The City hereby leases to the Lessee portions of the various public park parcels described and identified on attached Exhibit A and depicted on attached Exhibit B, which exhibits are attached and made part of this Lease. The individual parcels are hereinafter referred to as "Site 1 - Marshall Park, Site 2 - Wingra Park, Site 3 - Tenney Park, and Site 4 - James Madison Park" and also generally as a "Site" and collectively as the "Leased Premises."
2. Term. The Lease shall be for a term of two (2) years, commencing as of May 1, 2017 (the "Effective Date") and expiring on April 30, 2019.
3. Renewal. The Lease may be renewed for two (2) subsequent two (2) year terms upon agreement of

the parties as to the terms of the renewal, including, but not limited to, the particular Sites and locations therein. Rent during the renewal periods shall be subject to adjustment as set forth in Paragraph 4.

4. Rent. The UW shall pay an annual rent of \$1,500.00. If the Lease is renewed pursuant to Paragraph 3, the rent shall increase by Fifty and no/00 Dollars (\$50.00) every two (2) years.
5. Use. The UW shall have the right to locate, construct and use certain improvements at each Site, as described in attached Exhibit C (the "Permitted Improvements"). The UW's use and occupancy of each particular Site shall be subject to the special conditions set forth in Exhibit C.
6. General Conditions.
  - a. The permitted hours of use at each Site shall be the hours that each particular public park is open to the public, as established by City of Madison General Ordinance Section 8.21.
  - b. The UW shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
  - c. No permanent improvements are to be placed at any Site by the UW without the prior written approval from the Parks Department and at the UW's sole cost and expense.
  - d. If the UW causes damage, as determined by the Parks Department, to any Site it shall be the UW's sole responsibility to restore and repair said damage. If the UW fails to repair such damage, it will constitute a default under the Lease.
  - e. The UW shall comply with all reasonable requests of the Parks Department to temporarily remove personal property and Permitted Improvements from the Leased Premises. In the event of such a request, the UW and the Parks Department shall work together to find a temporary location for the UW to utilize.
7. Maintenance. The UW shall, at its own expense, keep and maintain the Leased Premises and Permitted Improvements in a safe and 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, and removal of garbage and debris.
8. Construction. No construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval of the City's Office of Real Estate Services, and any plans for any of the same are subject to written approval of the City's Park Superintendent. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the UW is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction activity.
9. Insurance. The UW, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, officials and employees consistent with Section 895.46(1) and 893.82 of the Wisconsin Statutes. The UW's employees who participate in the activities resulting from this Lease are employees of the State of Wisconsin. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. Sec. 895.46(1) is self-funded, unlimited, and continuous, it is subject to the damage cap in Wis. Stats. Sec. 893.82(6). Such liability coverage includes, but is not limited to, claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out of this Lease and founded upon or growing out of the acts or omissions of any of the

employees of the UW while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes. The UW shall provide a copy of its standard coverage letter to the City upon request.

BE IT FURTHER RESOLVED, that the existing Marshall Park Lease and Encroachment Agreement shall be terminated; and

BE IT STILL 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.