



## Legislation Text

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**File #:** 64591, **Version:** 1

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Anticipated 2021 income of \$450.00 will be deposited into the General Fund with the rent payable from the Lessee on or before July 1, 2021. Rent during future renewal terms, if any, will be subject to agreement between the Lessee and Office of Real Estate Services staff. The term of the Lease shall commence as of January 1, 2021 and expire on December 31, 2023.

Authorizing the Mayor and City Clerk to execute a lease for farming purposes with Dean W. Hermsdorf for approximately 16 acres of land located at 1504 S. Sprecher Road. (16th AD)

WHEREAS, the City of Madison ("City") Stormwater Utility owns the property located at 1504 S. Sprecher Road ("Property"); and

WHEREAS, Stormwater Utility staff support farming of the Property for the land management benefit of controlling invasive species and other undesirable vegetation; and

WHEREAS, the terms of a lease have been negotiated between Dean W. Hermsdorf and the Office of Real Estate Services; and

WHEREAS, Stormwater Utility staff have reviewed the lease terms and recommend entering into a lease with Dean W. Hermsdorf, and the lease has been approved by the City Attorney's Office and Risk Manager.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with Dean W. Hermsdorf ("Lessee") allowing for the use of approximately 16 acres of land for farming purposes, subject to the following terms and conditions:

1. The "Leased Premises" is more particularly described on attached Exhibit A and depicted on attached Exhibit B.
2. The term of the Lease shall commence as of January 1, 2021 and expire on December 31, 2023.
3. The Lessee shall pay rent to the City in the sum of Four Hundred Fifty and 00/00 Dollars (\$450.00), (\$25.00 per mowed acre x 6 acre and \$30.00 per acre planted in Sorghum Sudangrass x 10 acres), payable in one (1) installment due on or before July 1, 2021.
4. The Lease may be renewed for subsequent two (2) year terms upon agreement of the parties as to the terms of the renewal, including the rental rate.
5. The Lessee shall use the Leased Premises solely for the mowing and baling of grass, as well as the planting and harvesting of Sorghum Sudangrass in an area not to exceed ten (10) acres. Such farming shall be conducted in accordance with usual and recognized farming practices of Dane County, Wisconsin.
6. The Lessee shall mow the Property, excluding the area planted in Sorghum Sudangrass, at least twice during the growing season, but only when ground conditions are firm and dry.
7. The Lessee agrees to plant Sorghum Sudangrass using no till methods.
8. The Lessee shall not apply Dicamba, Glyphosate, Atrazine or any herbicide that lists Atrazine as an active ingredient on the Leased Premises.

9. The Lessee shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.
10. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.
11. The Lessee shall not assign the Lease or sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.
12. The Lessee shall be liable to and agrees 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 the Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of the Lease.
13. The Lessee shall carry farm general liability insurance covering as the named insured the Lessee and naming the City, its officers, officials, agents, and employees as additional insureds, with a minimum limit of \$500,000 per occurrence as may be adjusted, from time to time, by the City's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of the Lease. As evidence of this coverage, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while the Lease is in effect, Lessee shall provide a renewal certificate to the City for approval.
14. The Lessee represents and warrants 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 further agrees 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. This paragraph shall survive termination and assignment or transfer of the Lease.

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.