




Department of City Development
730 Washington Avenue, Racine, Wisconsin 53403
Phone: (262) 636-9151 FAX: (262) 635-5347

MEMORANDUM

DATE: March 24, 2015

TO: Commissioners, Redevelopment Authority

FROM: Brian O'Connell, Director 

SUBJECT: Request for Renewal of the Lease between the Authority and the Racine Urban Garden Network for Use of 734 South Marquette Street as community gardens.

In March 2010, pursuant to Authority resolution 10-09, the Authority and the Racine Urban Garden Network (RUGN) entered into a lease of the Authority's property at 734 South Marquette Street. (Copy attached.) It was a five-year lease which ended February 2015.

The lease ran its course without issues or concerns. RUGN desires to renew the lease on the same terms so it can continue the community gardens.

I ask that the Authority authorize a new lease with RUGN for another five-year term. Five years is the maximum lease the Authority can have for this type of interim use (see sec. 66.1333 (9) (a) 2, Wis. Stat.) and the lease has an early termination clause if the property is needed for redevelopment (paragraph 13).

The other terms in the lease may remain the same.

Attachment: 2010 -2015 Lease.

C: File

Garden Lease

Lessor: Redevelopment Authority of the City of Racine, Wisconsin

Lessor's Address: c/o Office of City Development, 730 Washington Ave., Racine, WI 53403

Lessee: Racine Urban Garden Network under Racine/Kenosha Community Action Agency

Lessee's Address: c/o Bob Beezat, 2113 Wisconsin Street, Racine, WI 53402

1. Leased Premises. The LESSOR, in consideration of the payment of the Basic Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the following described premises, which are hereinafter referred to as the "Leased Premises":

734 South Marquette Street, Racine, Wisconsin 53403

2. Term of Lease. This lease shall be in effect for a term commencing and ending on the dates indicated below ("Term"), unless terminated earlier by the LESSOR as provided herein.

Commencing Date: March 1, 2010

Ending Date: February 29, 2015

3. Use of Premises. The premises shall be used and occupied by LESSEE for the following purpose of establishing an urban flower/vegetable garden, and for related and compatible uses and for no other purpose without the prior written consent of LESSOR.

- A. During the Term, the Premises shall be used only for purposes which are permitted by the zoning code of the City of Racine, Racine County, Wisconsin, specifically including, without limitation, for all or any of the uses set forth in the Conditional Use Permit.
- B. LESSEE shall at all times maintain and conduct its business in a lawful manner and in compliance with all governmental laws, rules and regulations.

4. Basic Rent. Rent shall be paid in advance, at the time the lease is signed.

Rent per year: \$1.00

Provided, however, that no rent shall be due if this lease is terminated pursuant to paragraph 8 hereof.

5. Insurance. LESSEE shall maintain during the term of this lease and upon the leased premises certain insurance coverage, which will be provided by Racine/Kenosha

Community Action Agency under the terms of a Memorandum of Understanding between Racine/Kenosha Community Action Agency and Racine Urban Garden Network. LESSEE shall provide proof of insurance to Lessor prior to the execution of this Agreement.

Such insurance shall:

- (1) name both the Redevelopment Authority and the City of Racine, their elected and appointed officers, employees and agents as additional insureds;
- (2) be primary with respect to LESSOR'S insurance or self-insurance program;
- (3) contain a standard cross liability endorsement;
- (4) not exclude explosion, collapse and underground property damage; and
- (5) be written on an "Occurrence" Form policy basis.

6. Failure to Insure. If LESSEE fails to effect or maintain any such insurance required to be maintained by LESSEE, LESSOR may effect the same, and LESSEE agrees to pay on demand any amount properly paid by LESSOR for such purposes, and in case of its failure to so pay, the same shall be added to and become part of the installment of rent next due under the terms of this Lease. LESSOR shall not be limited in the proof of any damages which LESSOR may claim against LESSEE arising out of or by reason of LESSEE's failure to provide and keep in force insurance policies as aforesaid to the amount of the insurance premium or premiums not paid or incurred by LESSEE which would have been payable upon such insurance, but shall also be entitled to recover as damages for such breach the uninsured amount of any loss, liability, damages, claims, costs and expenses of suits, judgments and interests, suffered or incurred by LESSOR by reason of any casualty or accident or disaster occurring on the Premises which should have been insured hereunder and for which LESSOR would have been entitled to insurance proceeds pursuant to this Lease.
7. Indemnity. The LESSEE agrees to indemnify, defend, save, hold harmless and covenants NOT TO SUE the LESSOR and the City of Racine and any of their agents, officers, departments or employees from all claims, demands, actions or causes of action of whatever nature or character, whether or not such claims, demands, actions or causes of actions are based upon the acts or omissions (except willful misconduct and negligence of LESSOR or the City, or their agents, officers, or employees, arising out of or by reason of the Lease of the herein described premises by the LESSOR to the LESSEE, or the use of condition of the premises, or as a result of the operations or business activities taking place on the premises). Subject to paragraph 8 hereof, it is fully understood and agreed that LESSEE is aware of the conditions of the leased premises and leases the same "as is".

8. Right of Entry. At all times during the term of this lease, the LESSOR and the City of Racine shall have the right, by itself, its agents and employees, to enter upon the Leased Premises during reasonable business hours for the purpose of examining and inspecting the same.
9. Testing for Hazardous Materials. If the leased premises has not been previously gardened, the LESSEE shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the Redevelopment Authority. If the leased premises has been previously used for commercial or industrial purposes, the LESSEE shall, at its expense, obtain a test from an approved source for the presence of cadmium, cobalt, chromium, copper, iron, manganese, molybdenum, nickel, lead, zinc and lithium. Notwithstanding anything in this agreement or anything else to the contrary, neither the Redevelopment Authority nor the City warrants the condition of the premises with respect to the existence or non-existence of hazardous materials on the premises or the premises being fit for the intended use of or by the LESSEE.
10. Plan Commission Approval. Community gardens require a conditional use permit approved by the Plan Commission. LESSEE shall be responsible for the application and fees associated with the conditional use permit.
11. Assignment and Subletting. LESSEE shall not assign this Lease or sublease all or any portion of the Premises without LESSOR'S prior written consent.
12. Additional Provisions. The LESSEE agrees to the following provisions:
 - A. Soil shall not be tilled closer than four (4) feet from public sidewalks, alleys, streets and adjoining privately owned property.
 - B. LESSEE agrees, at its sole cost and expense, to keep the Leased Premises free of trash and debris.
 - C. Grass shall be cut both on the Leased Premises and on the adjacent boulevard on a regular basis, as necessary, and at all times shall be maintained in accordance with the ordinances of the City of Racine.
 - D. Any fences, screening, lattice work, compost bins, etc. must be removed from the Leased Premises upon expiration of the lease, unless prior written permission is obtained from REDEVELOPMENT AUTHORITY.
 - E. The Leased Premises shall be cleaned of all plant materials upon expiration of the lease.
 - F. Composting of vegetable matter shall be allowed during the lease period.
13. Termination of the Lease. This lease may be terminated by either party upon providing thirty (30) days written notice of such termination; however, the lease may only be terminated by the LESSOR upon LESSOR'S determination that the property

is required for public usage. The LESSOR agrees not to market the property for sale during the term of this lease.


Upon termination of this Lease, LESSEE agrees to and will at its own expense and without causing damage remove any structure, fence or other physical barrier on or around the premises and restore the premises to the original condition, reasonable wear and tear excepted. If LESSEE fails to remove the structure, fence or other physical barrier upon due notice, it shall be removed by LESSOR and the privileged area restored at the expense of LESSEE; and should it become necessary for LESSOR to remove the structure, fence or other physical barrier and restore the premises pursuant to the provisions of this paragraph, LESSEE agrees for itself and for its heirs, assignees and successors that it shall make payment to the LESSOR within thirty (30) days of demand.

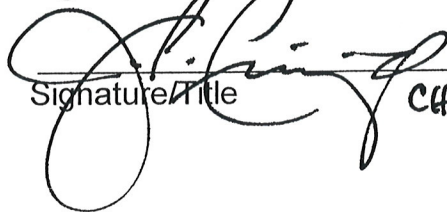
IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of March, 2010.

Approved as to form:

LESSOR:

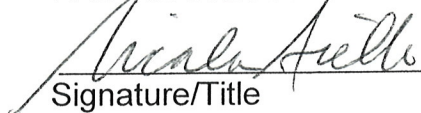
REDEVELOPMENT AUTHORITY


Signature/Title Executive Director



Signature/Title CHAIRMAN

LESSEE:

RACINE URBAN GARDEN NETWORK


Signature/Title steering committee

COMMUNITY ACTION AGENCY


Signature/Title

Insurance and Liability Requirements

Following is the required insurance coverage. Provide proof of insurance.

LIABILITY AND INSURANCE - The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor.

- (a) WORKER'S COMPENSATION INSURANCE - Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All Subcontractors and material men shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (b) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - EMPLOYEE FIDELITY - Coverage to include premises and operations; Contractor's protective insurance products and completed operations coverage contractual – including some negligence coverage; underground coverage; employee honesty coverage all subject to the following limits:

BODILY INJURY.	\$500,000.00 COMBINED SINGLE LIMIT
PROPERTY DAMAGE.	